

CITY OF POCATELLO CITY COUNCIL MEETING AGENDA

June 2, 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 Reverend Jim Jones, Blazing Grace Church.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the minutes from the Clarification and Regular Council meetings of May 5 and May 19, 2016; and the following meetings held May 12, 2016: Study Session, Budget Development meeting and Executive Session.

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

(c) CONCESSION PERMIT—BOB'S POLAR EXPRESS, LLC: Council may wish to grant an exception to City Ordinance (City Code 5.06.020) to allow Dani Bird, dba Bob's Polar Express, LLC, to operate a mobile ice cream concession on City streets. City Council approval is required as concession operation on City streets is not specifically identified in City code 5.06.020 as a public place where concessions are allowed. Mrs. Bird will be required to 1) provide the required liability insurance, naming the City as an additional insured; 2) provide the required liability insurance on each vehicle in use for the mobile concession permit; 3) meet the Southeast Public Health requirements; and 4) pay the applicable fee of \$80.00 per month during the term of her operation. City Council has approved an exception for a mobile concession vendor permit for Bob's Polar Express for the past six years.

(d) MEMORANDUM OF AGREEMENT WITH SCHOOL DISTRICT NO. 25—

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. PUBLIC HEARING—REZONE

This time has been set aside for the Council to hear comments from the public regarding a request by RNR Properties, LLC (mailing address: 435 Maysi Lane, Inkom, ID 83245), represented by Dioptra, LLC (mailing address: 4737 South Afton Place, Suite B, Chubbuck, ID 83202), for a Zoning Map Amendment for the property located at the corner of Hawthorne Road and Snowbird Avenue (approximately 4175 Hawthorne Road. The property is located in a Residential Medium Density Single-Family (RMS) zoning district and the request is to rezone to a Residential Commercial Professional (RCP) zoning district.

At their meeting on May 11, 2016, the Planning & Zoning Commission recommended approval of the request.

(Pertinent information attached.)

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

7. SHORT PLAT—FIELD DRIVE SUBDIVISION

Dylan J. Field (mailing address: 1280 Field Drive, Pocatello, ID 83204) and Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201) has submitted an application to subdivide approximately 5.49 acres into 2 residential lots located west of Shale Drive and north of Field Drive.

The Planning and Zoning Commission, at their meeting on May 25, 2016 recommended approval with staff's conditions.

(Pertinent information attached.)

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

8. "COUNCIL SELECT" FUNDING REQUEST—SOUTHEAST IDAHO SENIOR GAMES

Southeast Idaho Senior Games, represented by Dana Olson (mailing address: 427 North 6th Avenue, Pocatello, ID 83201) is requesting that "Council Select" funds in the amount of \$250.00 be used to help pay for expenses related to Senior Games events planned in Pocatello July 8 through 16, 2016. (As of May 27, 2016 \$3,900.00 remains in the Council Select fund.)

(Pertinent information attached.)

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

9. "COUNCIL SELECT" FUNDING REQUEST—POCATELLO KIWANIS CLUB

Pocatello Kiwanis Club, represented by Tim Shurtliff (mailing address: PO Box 295, Pocatello, ID 83204-0295) is requesting that "Council Select" funds in the amount of \$200.00 be used to help pay for the moving of picnic tables for the 49th Annual Bing Hong Pancake Breakfast planned for June 25 and 26, 2016 at Tydeman Park. (As of May 27, 2016 \$3,900.00 remains in the Council Select fund.)

(Pertinent Information Attached)

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

10. ANNUAL FUNDRAISING PARTNERSHIP REQUEST—AID FOR FRIENDS HOMELESS SHELTER

Council may wish to approve the following requests to continue the tradition of partnering with Aid for Friends Homeless Shelter for their annual "Splish-n-Splash" summer fundraiser, to be held Friday, August 12, 2016 from 5:30 p.m. to 9:30 p.m. at the Ross Park Aquatics Complex:

(a) Approve half price admission fees, consistent with Family Night Admission fees, for fundraiser attendees, up to a \$700.00 maximum remittance commitment to the City, as follows: Child (1-6 years) - \$1.00; Youth (7-17 years) - \$2.50; Adult (18-59 years) - \$3.00; and Senior (60+ years) - \$2.00; and

(b) Approve continued fundraising partnerships for discounted rates at the annual event in future years, subject to the Parks and Recreation Director's review, barring any significant change or changes to events and/or fees and revenue remittance amounts.

(Pertinent information attached.)

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

11. EXCEPTION REQUEST—VENDOR SALES FOR SPINDERELLA EVENT

Council may wish to consider granting an exception to a request by Pocatello Women's Cycling, represented by DaNae Young (mailing address: 3758 Dove Drive, Pocatello ID 83201) to City Ordinance 5.06.010 to allow vendor sales of food and beverages in Ross Park for the "Spinderella" women's cycling event June 17 and 18, 2016. If the exception is granted, the event sponsors will be required to submit the required application, provide proof of liability insurance and pay the applicable vendor permit fees.

(Pertinent information attached.)

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

12. EXCEPTION REQUESTS—IDAHO CHAPTER OF OREGON-CALIFORNIA TRAILS ASSOCIATION

Council may wish to approve the following exceptions to City ordinances to allow the Idaho Chapter of Oregon-California Trails Association (IOCTA), represented by Dr. John Briggs (mailing address: 5170 South Farmhouse Place, Boise, ID 83716) to host their Idaho Chapter 2016 Convention Event at the Fort Hall Replica and surrounding areas August 4 through 6, 2016 as follows:

(a) Grant a beer/wine permit at Fort Hall Replica and the adjacent Outdoor Amphitheater area; and

(b) Grant permission for the American Mountain Men (AMM), represented by Rusty Shoemake, to stay overnight at the Fort Hall Replica and immediate surrounding area August 4 through 6, 2016 while providing demonstrations in conjunction with the IOCTA Convention events. AMM has been granted to stay overnight at Fort Hall Replica on past occasions for their annual planning camps, without incident.

IOCTA has permitted and paid for use of the facilities, submitted and paid for an application for the consumption of beer and wine at the event, and provided required liability insurance. Exception approvals by Council are necessary since the Fort Hall Replica site is not specifically identified in City Code 12.36.060 as a facility where the consumption of alcohol is allowed, and an exception to City Code 12.36.020 (Restricted Hours in Parks) is needed to allow for overnight stays.

13. CONTRACT WITH DEATON AND COMPANY CHARTERED—FINANCE

Council may wish to approve and authorize the Mayor to sign a contract with Deaton and Company, Chartered for financial audit services. The terms of the engagement will remain the same as were accepted in the 2001 contract. The contract will be in effect for the fiscal years ending September 30, 2016 through September 30, 2020. The initial contract amount is \$34,000.00 and funds are available in the Finance Department's Fiscal Year 2016.

(Pertinent information attached.)

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

14. ARBITRAGE COMPLIANCE SPECIALISTS ENGAGEMENT LETTER—WPC

Council may wish to approve and authorize the mayor to sign the Engagement Letter for Arbitrage Compliance Services. The purpose of the service is to determine if the City earns interest income in excess of interest expenses on the \$22,315.00 Idaho Bond Bank Authority Revenue Bond, Series 2015A related to Water Pollution Control (WPC) improvements approved through the judicial confirmation proceedings in September 2014. Annual cost for the engagement is \$1,000.00 for a five-year period. Funds are available in the WPC Fiscal Year 2016 budget.

(Pertinent information attached.)

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

15. CENTURYLINK AGREEMENT—IT

Council may wish to approve and authorize the Mayor to sign a contract with CenturyLink to upgrade the City's Voice over Internet Protocol (VoIP) telephone system. The cost of the contract is \$28,499.00 which includes CISCO mandated maintenance of \$7,537.00.

Funds are available in the Information Technology (IT) Department's Fiscal Year 2016 budget.

(Pertinent information attached.)

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

16. TSA GRANT REIMBURSEMENT APPLICATION—POLICE

Council may wish to approve a grant reimbursement application in the amount of \$11,000.00 and, if the grant is approved, authorize the Mayor's signature on documents relating to participation to the Transportation Security Administration (TSA) Law Enforcement Officer Reimbursement Program, subject to Legal Department review. The program provides partial reimbursement for the cost of assigning officers to the TSA screen checkpoint at the Pocatello Airport during screening operations for departing flights. There is no City match.

(Pertinent information attached.)

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

17. AVCENTER CONSENT TO LEASE ASSIGNMENT—AIRPORT

Council may wish to approve and authorize the Mayor to sign a Consent to Lease Assignment, subject to Legal Department review, for the lease agreement between the City of Pocatello and AvCenter, Inc. dated March 3, 1994 for property at the Pocatello Regional Airport. AvCenter representatives have requested to assign their rights under the lease to AvFuel, Inc. as security for a business loan.

(Pertinent information attached.)

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

18. FLEET MANAGEMENT SERVICES AGREEMENT—STREET OPERATIONS

Council may wish to approve a 12 month agreement with Synovia Solutions in the amount of \$495.00 per month to provide fleet management services, including installation of global positioning systems, to assist in determining inefficiencies in vehicle usage. Funds for the agreement are available in the Street Operations Fiscal Year 2016 Budget.

(Pertinent information attached.)

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

19. TRANSPORTATION PROVIDER AGREEMENT WITH VEYO, LLC—TRANSIT

Council may wish to approve an agreement, subject to Legal Department review, with Veyo, LLC, to serve as the Idaho broker for non-emergency medical transportation beginning July 1, 2016 replacing American Medical Response. Pocatello Regional Transit proposes to continue the service according to the terms of the contract. Medicaid funds are eligible as local match and essential to sustain current services.

(Pertinent information attached.)

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

20. DISCUSSION ITEMS

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

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

PUBLIC HEARING PROCEDURE

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

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

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

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
MAY 5, 2016

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

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO. 1: The Regular City Council meeting was called to order at 6:00 p.m. ROLL CALL AND by Mayor Brian Blad. Council members present were Roger Bray, PLEDGE OF Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and ALLEGIANCE Michael L. Orr.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: The invocation was given by Pastor Mike Popovich, INVOCATION representing First Baptist Church.

Mayor Blad announced that Agenda Item No. 7 and No. 13 had been pulled from the agenda.

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

-MINUTES (a) Waive the oral reading of the minutes and approve the minutes from the 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.

-PAYROLL AND (b) Consider payroll and material claims for the month of April 2016 in MATERIAL CLAIMS the amount of \$7,331,554.04.

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

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

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

- RATIFICATION (f) Ratify a Shelter Animals Count (SAC) Program grant application.
-SHELTER ANIMAL The \$1,000.00 was made available for organizations that signed up
NUMBERS PROGRAM by April 30, 2016. The Shelter will submit data into the SAC
GRANT database each month as part of a national database. There are no
matching funds.

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: Mr. Brown expressed his appreciation to Council member Cooper
COMMUNICATIONS and congratulated Mr. Cooper on his appointment to the office
AND PROCLAMATIONS of Bannock County Commissioner.

Mr. Cooper read a proclamation on behalf of Mayor Blad declaring May 1 through May 7, 2016 as Municipal Clerks Week.

Mayor Blad presented the proclamation to Ruth Whitworth, City Clerk.

Ms. Whitworth thanked the Mayor and Council for the proclamation.

Mr. Orr, on behalf of Mayor Blad, read a proclamation declaring the month of May 2016 as Bike to Work Month in Pocatello.

Nicki Richards, representative of Bannock Transportation Planning Organization, accepted the proclamation and thanked the Mayor and Council for the proclamation and announced upcoming "Bike to Work" activities in the community.

Mr. Moore, on behalf of Mayor Blad, read a proclamation declaring May 5, 2016 to be Day of Prayer and encouraged citizens to participate in the day's activities.

Mayor Blad presented the proclamation to Reverend Jim Jones, representing Blazing Grace Church.

- AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the May 12th Study
CALENDAR REVIEW Session at 9:00 a.m. followed by a Budget meeting; and the May 19th
Regular City Council meeting at 6:00 p.m.

Mayor Blad announced the Portneuf Valley Fun Run Series starts with the Law Day Run on May 7th. Contact Parks and Recreation for more information; May 7th will be the Animal Services Rabies and Microchip Clinic at the Bannock County Fairgrounds from 9:00 a.m. to 1:00 p.m.; Chamber of Commerce City Wide Cleanup Day will be held May 7th with a breakfast beginning at 8:30 a.m. at Caldwell Park; May 10th and 11th the Animal Shelter office will be closed; however, Animal Control officers will still be available to respond to calls; City surplus auction will be held on May 14th at Prime Time Auctions; the Field of Heroes Event will be held at Century High School May 27th through May 30th; dog licenses are on sale for half-price throughout the month of May; Mother's Day is Sunday, May 8th; and May is Historic Preservation Month.

Mayor Blad welcomed a Boy Scout from Troop No. 347 in attendance.

AGENDA ITEM NO. 6: Tegan Black was present to appeal the decision of Police Department
CHILD CARE LICENSE staff which denied Ms. Black a child care license.
DENIAL APPEAL-BLACK

Jené Cardenas, License Enforcement Officer, stated Ms. Black's child care license was denied due to Ms. Black's admitted use of a controlled substance and a misdemeanor assault violation in 2006. Ms. Cardenas added that Ms. Black has had no further violations and fulfilled all of her probation requirements.

Tegan Black stated that she has applied for a child care license so she can be a substitute child care provider at her sister's daycare. She added that it has been nearly ten years since she made poor life choices and she has worked daily to improve her life. Ms. Black stated she has a very strong support system and family members who help her make positive progress in her life.

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

AGENDA ITEM NO. 7: As announced earlier, the request from Satterfield Realty and
FINAL PLAT Development to subdivide approximately 15.85 acres into 23
-CRESTVIEW ESTATES, residential lots located east of Satterfield Drive, on an extension of
DIVISION 1 Lois Lane, had been pulled from the Agenda at the request of the
applicant.

AGENDA ITEM NO. 8: Council was asked to consider granting a beer/wine permit to
EXCEPTION REQUEST Karoline Hawkins (mailing address: 5910 Ruth, Chubbuck, ID
FOR BEER/WINE PERMIT 83202) for a graduation party at Ammon Park on May 7, 2016 from
-HAWKINS 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.

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

AGENDA ITEM NO. 9: Council was asked to consider a request from Pocatello Raceway,
EXCEPTION REQUEST LLC represented by Jerry Bailey for an exception to their lease with
-MOTORCYCLE RALLY the City of Pocatello to allow a Motorcycle Rally event July 29, 30
AT POCATELLO and 31, 2016. Approval of an exception by Council is necessary
RACEWAY 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.

A motion was made by Mr. Brown, seconded by Mr. Orr, to approve a request from Pocatello Raceway, LLC for an exception to their lease with the City of Pocatello to allow a Motorcycle Rally event July 29, 30 and 31, 2016 with the following conditions: 1) No overnight camping is permitted; 2) lessee must abide by the provisions in Section XXI Miscellaneous under Subsection J. 2-7 which outlines additional responsibilities which include providing staff coverage by the Pocatello Police Department and the payment obligations associated therewith; 3) purchase a \$50,000.00 Security Bond to cover the activities planned during the event; 4) the proposed Security Plan must be approved by the Pocatello Police Chief. If Chief Marchand does not approve of the proposed Security Plan by 5:00 p.m. on or before July 1, 2016, then the exception request granted by the City Council will be revoked; and 5) if an incident occurs during the event Chief Marchand has discretionary authority from the City Council to revoke the exception and terminate the use of the premises for the POW*MIA event. Upon roll call, those voting in favor were Brown, Orr, Bray, Cooper, Johnston and Moore.

AGENDA ITEM NO. 10: Council was asked to consider a Use Agreement, subject to Legal USE AGREEMENT Department review, with Grand Teton Council of the Boy Scouts of FOR DOUGLASS LANE America, Inc. (mailing address: 3901 South Yellowstone Highway, PROPERTY-BOY SCOUTS Idaho Falls, ID 83402) to use City property known as the Douglass OF AMERICA, INC. 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 Scouts 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.

A motion was made by Mr. Bray, seconded by Mr. Johnston, to approve a Use Agreement, subject to Legal Department review, with Grand Teton Council of the Boy Scouts of America, Inc. 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 and that the City agrees to waive usage fees in consideration of the improvements completed by various Eagle Scouts and addition improvements to be completed by Cub and Boy Scouts on the property and that the term of the agreement will be May 1, 2016 through July 31, 2016 and that the 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. Upon roll call, those voting in favor were Bray, Johnston, Brown, Cooper, Moore and Orr.

AGENDA ITEM NO. 11: Council was asked to accept the recommendation of Street PIGGY BACK BID Operations staff and approve a piggy-back bid from an Idaho -MICKELSON Transportation Department bid that was received from Mickelson CONSTRUCTION Co., INC. 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.

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

AGENDA ITEM NO. 12: Council was asked to approve an Affiliation Agreement with Idaho State University (ISU) as recommended by Fire Department staff. ISU AFFILIATION AGREEMENT-FIRE 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.

A motion was made by Mr. Moore, seconded by Mr. Cooper, to approve an Affiliation Agreement with Idaho State University (ISU) as recommended by Fire Department staff to enable ISU medical program students to complete a portion of their internship with the Pocatello Fire Department and that there will be no costs associated with the agreement. Upon roll call, those voting in favor were Moore, Cooper, Bray, Brown, Johnston and Orr.

AGENDA ITEM NO. 13: As announced earlier, the request to approve a revised lease POCATELLO SOLAR ONE, LLC "REVISED" AGREEMENT-AIRPORT agreement between the City and Pocatello and Solar One, LLC for 197.5 acres of bare ground property located at the Airport, had been pulled from the agenda.

AGENDA ITEM NO. 14: Mayor Blad called on Idaho Lorax, who signed up to speak, but Mr. DISCUSSION ITEMS Lorax was not in attendance when called upon.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared her support for child safety and the Constitution.

Kelly Benningfield, 624 West Cedar Street, shared his concerns regarding water quality, costs associated with water treatment upgrades and HOKU. He gave a copy of his questions to City Attorney, Dean Tranmer.

Mr. Tranmer stated he is in the process of responding to Mr. Benningfield's previous request for information.

Cindy Moore, 1415 North Harrison Street, stated she is concerned about a fence that her neighbor has installed along the length of their shared driveway. She stated the Building Department issued the building permit and she feels her rights as a property owner have been violated. Ms. Moore presented pictures to the City Council to illustrate the property.

Mr. Cooper shared his appreciation to the Mayor and Council and expressed his gratitude for the opportunity to serve as a City Council member. He thanked the citizens of Pocatello and stated he is looking forward to serving as a Bannock County Commissioner.

It was noted that this would be Mr. Cooper's last meeting as a council member. He will begin his term as a Bannock County Commissioner on May 9, 2016.

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

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL EXECUTIVE SESSION
MAY 12, 2016

An Executive Session of the City Council was called to order by Mayor Brian Blad at 1:26 p.m. in the Paradise Conference Room at City Hall. Council members present were Roger Bray, Steve Brown, Gary Moore and Michael L. Orr. Council member Jim Johnston was excused.

A motion was made by Mr. Moore, seconded by Mr. Orr, to convene into Executive Session in accordance with Idaho Code Section 74-206 (1) (b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent or public school student. Upon roll call, those voting in favor were Moore, Orr, Bray and Brown.

In addition to the Mayor and Council members, Kirk Bybee, Civil Attorney/Risk Manager; Kim Smith, Human Resources Director; and Ruth Whitworth, City Clerk were present. Ms. Whitworth was excused from the meeting at 1:27 p.m.

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

Mayor Blad adjourned the Executive Session at 2:20 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

PREPARED BY AND ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL STUDY SESSION
MAY 12, 2016

AGENDA ITEM NO. 1: Council President Steve Brown called the City Council Study
ROLL CALL Session to order at 9:03 a.m. Council members present were
Roger Bray, Gary Moore, and Michael L. Orr. Council member
Jim Johnston was excused. Mayor Brian Blad arrived at 9:08 a.m.

Mr. Brown announced that Agenda Item No. 5 would be heard at this time.

AGENDA ITEM NO. 5: Sharee Sprague, Power County Clerk, (mailing address: 543
POWER COUNTY HIGHWAY Bannock Avenue, American Falls, ID 83211) presented
DISTRICT APPORTIONMENT information to Council regarding the Power County Highway
CORRECTION FOR District apportionment correction for Fiscal Year 2015 and
FISCAL YEAR 2015 AND partial Fiscal Year 2016.
PARTIAL YEAR 2016

Ms. Sprague distributed information to the Council regarding the assessed and collected funds for Power County. She explained how the discrepancy in the Highway Apportionment occurred. The State of Idaho Tax Commission has changed the format and the computer software calculated the information incorrectly per County. Ms. Sprague reported as a result of the error, the Highway District owes the City of Pocatello \$6,607.70. She noted the apportionment should be calculated correctly from this point forward.

Mayor Blad joined the meeting at 9:08 a.m., at which time Council President Brown turned the chair of the meeting over to Mayor Blad.

AGENDA ITEM NO. 2: Brad Hall, Chair Person from the Japanese Sister Cities
JAPANESE SISTER CITIES Subcommittee discussed the Subcommittee's goals and projects,
SUBCOMMITTEE UPDATE as well as Council's policies and expectations.

Mr. Hall gave an update on recent activities of the subcommittee. He explained 11 representatives of the Youth Delegation are scheduled to travel to Iwamizawa Japan in July 2016. The Delegation has participated in various fundraising efforts. Mr. Hall shared the positive experiences of past delegations participating in the program.

Council expressed their appreciation and benefits of the program. It was mentioned several long-term friendships have been made while participating in the program.

Mr. Hall encouraged Council to let individuals know they do not need to have a background or connections with the Japanese culture to apply to be on the Committee.

AGENDA ITEM NO. 3: Jenni Berg, Lucas Berg and Brandi Zahn were joined by John
NOP PARK/WATKINS Banks, Parks and Recreation Director, to present a proposal
SOFTBALL COMPLEX requesting permission to implement three projects at the NOP
30TH ANNIVERSARY Park-Watkins Softball Complex in recognition and celebration of
CELEBRATION PROJECTS the rich history associated with the facility, and in conjunction
with a scheduled 30th Anniversary Celebration Tournament on
June 25, 2016.

Ms. Bert explained she and Lucas are the children of Gary Berg who was involved in the creation of NOP Park for softball events. The Bergs would like to recognize the 30 year anniversary of the creation of the Park and gave a brief history of the Park.

Mr. Berg reviewed the following three projects for the celebration event:

- 1) Fabricate and install a "Tribute to the Park" wall/graphic, to be mounted on the south wall of the current Blue field scorekeeper/restroom building. The image on the graphic would be an aerial view of the park in grey scale, which would be touched up to look like 1986, with the story of how the park came to be written over the top of the picture.
- 2) Fabricate and install an 18 inch baseball shaped sign on the left-center field fence of the current Red field. The sign would commemorate the first every home run in the NOP Park Watkins Softball Complex.
- 3) Dedicate the current Blue field to Mr. Charlie Perkins. Mr. Perkins was one of the original founding members of the Pocatello Slowpitch Softball Association. A 12 inch by 24 inch sign would have -- Charles Edwin Perkins VI Memorial Field Founding Member of Pocatello Slowpitch Softball Association.

Ms. Zahn explained she is the daughter of Charlie Perkins and gave a brief history of the work her father performed on the Park.

Mr. Banks noted that all three of the projects, as well as maintenance of the improvements, will be paid for with private funding, and at no cost to the City.

Mr. Bray would like City staff to research if the Navy may be interested in leasing or donating the NOP Park land to the City.

A majority of the Council was supportive of the 30 Year Celebration projects as outlined.

AGENDA ITEM NO. 4: WIRELESS COMMUNICATION FACILITY ORDINANCE AMENDMENTS	Matthew Lewis, Planning Manager, was present to provide a synopsis concerning amendments to Municipal Code Section 15.42, Wireless Telecommunication Towers and Facilities. Many of which are based upon federal legislation better known as the Spectrum Act.
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Mr. Lewis explained Wireless Communication Facilities (WCF) are regulated by federal, state and local laws. Federal law significantly limits the City's ability to regulate WCFs. Under federal law, a local agency's decision cannot prohibit the provision of wireless service or unreasonably discriminate among wireless service providers. Additionally, based on the Telecommunications Act of 1996, the City may not regulate the placement, construction or modification of wireless communication facilities on the basis of the environmental effects of Radio Frequency (RF) emissions, so long as facilities comply with the Federal Communication Commissions (FCC) regulations concerning such emissions.

Mr. Lewis reviewed the Spectrum Act. -- The latest law governing WCF's was adopted in 2012 as part of the 2012 Middle Class Tax Act. Said federal legislation contained Section 6409, better known as the Spectrum Act, and codified at 47 U.S.C 1455. The Spectrum Act was intended to facilitate the telecommunication industry's rapid deployment of wireless infrastructure by requiring

local governments to approve any application that seeks to modify an existing wireless telecommunication facility that does not substantially alter the existing facility.

Three categories permit/applications Type 1, Type 2, and Type 3 were reviewed. A major amendment being proposed from the current ordinance can be found under Section 15.42.090 Zoning District and Land Use. The change moves from priority order as outlined in the existing ordinance to Uses Permitted = P; Conditional Use Permit = C; Restricted = R; and Not Permitted = N.

Mr. Lewis noted that staff has spent numerous hours researching and obtaining input from a committee in preparation of an ordinance.

In response to questions from Council, Mr. Lewis explained the Spectrum Act did not take away a city's full authority of regulating cell towers. New towers are still regulated by cities. However, once the tower is in place, additions to the tower must meet federal regulations and there is less input allowed by City staff.

Mr. Lewis noted that a public hearing will be scheduled to receive public comment regarding the proposed amendments.

Mayor Blad adjourned the meeting at 9:37 a.m.

APPROVED:

BRIAN C. BLAD, MAYOR

PREPARED AND ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO
CITY COUNCIL MEETING -
BUDGET DEVELOPMENT
MAY 12, 2016

Mayor Brian Blad called the City Council meeting for budget development to order at 9:44 a.m. Council members present were Roger Bray, Steve Brown, Gary Moore and Michael L. Orr. Council member Jim Johnston was excused.

Joyce Stroschein, Chief Financial Officer/Treasurer, stated that information regarding budgets for City departments would be presented. She gave an overview of the material that would be discussed to determine the Fiscal Year 2017 budget and announced that department briefings would be held at this time.

-STREET Tom Kirkman, Street Superintendent; and Joyce Stroschein,
OPERATIONS Chief Financial Officer; gave an overview of the estimated Street
FISCAL YEAR 2017 Operations budget for Fiscal Year 2017. Mike Jaglowski, Public Works
BUDGET OVERVIEW Director, joined them.

Ms. Stroschein gave an overview of the process staff will follow to give their budget presentations. She reviewed the Street Operation's 2017 budget request and noted staff would be available to answer questions.

In response to questions from Council, Mr. Kirkman gave an overview of the paint used to mark city streets. He shared the paint being used meets environmental friendly standards. Unfortunately, the paint does not endure snow removal efforts very well. Mr. Kirkman explained the time of year when paint is applied is important. He noted staff is researching thermoplastic application instead of paint for crosswalks. Although it is twice the price, it is more cost effective because the material lasts much longer. Application of the materials was described and it was mentioned that there is a 66% improvement in the application process and maintenance.

IMPACT OF PROPOSED REDUCTIONS - STREET OPERATIONS

Last year deferral of paint striper \$90,000.00

Reduction of one Traffic Division personnel \$61,757.00

- In house cross walk painting.
- Only 70% of crosswalks painted in a year.
- Redirect street paving crew to pavement marking
- Limited crew for snow removal.

Reduction of professional services \$45,000.00

FEMA Study completed in 2016 – impact to construction.

Reduction of used equipment purchased \$23,000.00.

Not upgrading equipment timely – impact to repair expenses.

FEDERAL AID PROJECTS – STREET OPERATIONS

Upcoming Projects/Construction Year -

Benton Street/South 2nd Intersection Construction Year 2015/2016

CITY COUNCIL MEETING
 -BUDGET DEVELOPMENT
 MAY 12, 2016

Lewis Street Bridge - Construction Year 2016

Alameda/Jefferson Intersection - Construction Year 2017

Benton Street Bridge Rehab. - Construction Year 2017

Pole Line Road Safety - Construction Year 2017

FUTURE PROJECTS

Hawthorne/Quinn Intersection - Construction Year 2021

Center Street Underpass – Construction Year To Be Determined.

Ms. Stroschein reviewed a new process to manage Federal Funded projects. She explained the Finance Department will manage fund/accounting portion; Mike Jaglowski, Public Works Director will manage the administration/execution of the project; Tom Kirkman, Street Superintendent, and Deirdre Castillo, City Engineer, will monitor the work being done.

-FIRE DEPARTMENT FISCAL YEAR 2017 BUDGET REVIEW David Gates, Fire Chief, and Joyce Stroschein, Chief Financial Officer, gave an overview of the estimated Fire Department budget for Fiscal Year 2017.

In response to questions from Council, Mr. Gates explained the requirement for an annual physical is part of the fire fighter criteria for employment at the City. Changes to the Wellness benefit is something Union members will need to negotiate. He mentioned removing this benefit would deny an individual the opportunity to have 2 physicals per year.

Mr. Gates reviewed vehicles, staff and equipment needs for the Fire Department.

REVENUE IDEAS (Annual projection of proposed new fees) –

MVC Spill clean up \$39,900.00, Fire Response Fee \$14,000.00, Confined Space Permit Fee \$200,000.00, and Business License \$300,000.00.

Mr. Gates reviewed similar fees being charged by the City of Boise. He feels there are benefits to a business if the City chooses to implement a General Business License and mentioned the cost/process to implement the license will involve his department.

Mr. Moore does not feel the revenue from this source should be included in the budget until the actual costs to implement the program are known.

Mr. Brown agreed there are too many unknowns to implement the program at this time. He feels business licenses should be eliminated as revenue.

Mr. Gates reviewed other concerns he has with proposed reductions and the impact on services –

CITY COUNCIL MEETING
 -BUDGET DEVELOPMENT
 MAY 12, 2016

Birthday's, Parades and Open Houses will reduce Fire Department's Safety message and public awareness.

Fire Union member concerns of an unbiased promotional process if an outside party does not perform the process.

Limit the interaction Idaho Fire Chief Association with other Idaho Chief Officers and State of Idaho specific training.

Mr. Moore asked the confined space permit fee revenue of \$200,000.00 be removed from the budget. Council is not sure if this is going to be enforced or adopted.

Mr. Gates shared other ideas to generate revenue such as responding to gas line breaks because Dig Line was not called. He noted that power lines are broken for various reasons. This could also generate revenue if Council chose to charge a fee for responding to these types of calls.

After further discussion, Council felt the revenue being proposed by the Fire Department cannot be implemented for Fiscal Year 2017. Staff will need to determine how to execute a collection system to implement the proposed fees. It was decided to add the \$4,500.00 Fire Chief Association fee back into the Fiscal Year 2017 budget.

-PLANNING AND
 DEVELOPMENT
 FISCAL YEAR 2017
 BUDGET REVIEW

Lonnie Crowell, Planning and Development Services Director, Melanie Gygli, Neighborhood and Community Services Division Manager, and Joyce Stroschein, Chief Financial Officer, gave an overview of the estimated Planning and Development Services budget for Fiscal Year 2017.

Mr. Crowell explained the only increase for his department is the redistribution of the administrative charge. He feels the cost to manage a Business License Program would be under \$10,000.00 per year. Mr. Crowell supports the idea to have business licenses. A license will inform new businesses of the City's Code and zoning requirements. Mr. Crowell feels having this information available for individuals seeking to operate a business in Pocatello is good for business owners and staff.

In response to questions from Council, Mr. Crowell explained if a Planning staff member retires, he will analyze a restructuring of personnel for cost saving measures.

IMPACT OF PROPOSED REDUCTIONS – PLANNING AND DEVELOPMENT

Reduction of training opportunities for staff.

Reduction of dues and memberships for employees.

Reduction of supplies and office equipment maintenance.

IMPACT OF PROPOSED REDUCTIONS - CDBG DIVISION

Impact of Redistribution --

Division Manager wage distribution.

CITY COUNCIL MEETING
 -BUDGET DEVELOPMENT
 MAY 12, 2016

General Fund 86% - CDBG Fund 14%.

Taking a greater distribution in CDBG could impact the administrative cap and jeopardize the existing program.

-ENGINEERING/GIS Mike Jaglowski, Public Works Director; Dennis Hill, GIS Coordinator;
 FISCAL YEAR 2017 and Joyce Stroschein, Chief Financial Officer; gave an overview of the
 BUDGET REVIEW estimated Engineering and GIS budget for Fiscal Year 2017.

ENGINEERING -

Ms. Stroschein reviewed pending retirements and the movement of an Administrative Assistant position expense to Public Works. She noted the department is mostly comprised of staff, service and software.

GIS -

Ms. Stroschein reviewed the estimated expenses and noted Mr. Hill is planning to retire in Fiscal Year 2017. Mr. Hill is the only employee in the GIS Department.

Mr. Hill explained his budget is basically a maintenance budget. The computer servers he uses for GIS software are starting to be outdated. He feels an upgrade of the servers will be needed in Fiscal Year 2018 and should cost approximately \$20,000.00.

IMPACT OF PROPOSED REDUCTIONS – ENGINEERING/GIS

The proposed reductions will not impact current services.

-HUMAN RESOURCES Kim Smith, Human Resources Director; Anne Butler, Safety and
 FISCAL YEAR 2017 Wellness Coordinator; and Joyce Stroschein, Chief Financial Officer,
 BUDGET OVERVIEW gave an overview of the estimated Human Resources Department
 Budget for Fiscal Year 2017.

HUMAN RESOURCES -

Ms. Smith explained there is a decrease in civil service costs for her department. In response to questions from Council, Ms. Smith stated she is supportive of using timecard software to process payroll for City employees. She reported Human Resources staff manually process approximately 500 City employee timesheets on a bi-weekly basis.

Chris Sorenson, Chief Information Officer, explained he has been researching timecard software and is scheduled to present the information before Council during the July 2016 Study Session.

WELLNESS -

In response to questions from Council, Ms. Butler reviewed the professional services costs for the City's Health Fair. She feels the City's Wellness Program is one of the best programs in the state. Ms. Butler noted the number of individuals who participate in the program is very high and this is

CITY COUNCIL MEETING
 -BUDGET DEVELOPMENT
 MAY 12, 2016

not typical across the state. As the healthy population of City employees increase, medical costs for the City decrease.

NON-DEPARTMENTAL REVIEW FOR FISCAL YEAR 2017

Ms. Stroschein reviewed items that are identified as non-department items. She explained the distribution process of administrative support charges transferred to appropriate City departments. Ms. Stroschein clarified the use of non-departmental funds. She noted the funds are available for expenses that do not fall within a particular department or service, but are important to the City.

Council discussion regarding the Council Select Fund followed. Council would like to omit this fund starting with Fiscal Year 2017. Mr. Brown feels by eliminating the fund, Council is demonstrating support of departments who are being asked to decrease their budgets.

Mayor Blad feels the Council Select Fund is a great tool and would like to leave the fund in the Fiscal Year 2017 budget.

After a brief discussion, a majority of the Council instructed staff to eliminate the \$5,000.00 Council Select fund from the Fiscal Year 2017 budget.

-LEGAL
 DEPARTMENT
 FISCAL YEAR 2017
 BUDGET REVIEW

Dean Tranmer, City Attorney; Tiffany Olsen, Attorney Assistant; and Joyce Stroschein, Chief Financial Officer, gave an overview of the estimated Legal Department budget for Fiscal Year 2017.

Ms. Stroschein gave an overview of changes in personnel for the Legal Department. It was noted that one retirement is pending for Fiscal Year 2017.

Ms. Olsen explained if one of the attorneys is ill or on vacation, it impacts the availability of attorneys for Court duties and reduces their accessibility for City staff.

IMPACT OF PROPOSED REDUCTIONS - LEGAL

Reduction of personnel

- Inability to effectively cover court on continuous setting.
- Increase tracking and time allowance for document review.

Elimination of the Westlaw research subscription

- Rely on the State supported research tools.
- Potential increase of time to complete research.

-ANIMAL SERVICES
 FISCAL YEAR 2017
 BUDGET REVIEW

Richard Stewart, Animal Services Director, and Joyce Stroschein, Chief Financial Officer, gave an overview of the estimated Animal Services budget for Fiscal Year 2017.

Mr. Stewart explained the shelter is currently closed one day during the week (Sunday). The additional day of closure, as outlined in the proposed reductions, would be Wednesday. He feels individuals gravitate to the shelter as they passing through or visiting from out of town. Mr. Stewart

CITY COUNCIL MEETING
 -BUDGET DEVELOPMENT
 MAY 12, 2016

explained an employee is at the shelter every day to care for the animals. However, the Shelter does not have office hours on Sunday.

IMPACT OF PROPOSED REDUCTIONS – ANIMAL SERVICES

Loss of revenue from closing an additional day.

Additional duties for kennel staff related to the reduction of the Alsco Contract (rugs).

No refunds of adoption fees (less administrative fee.) The individual will still have a credit at the shelter for choosing another item.

Reduction of training budget – fewer dollars available to train staff.

Minor reduction of supply account lines.

PROPOSED REVENUES -

Dangerous Dog Fee - Mr. Stewart outlined the dangerous dog fee of \$100.00. He mentioned the City has approximately 65 dogs on the dangerous dog list and this would generate \$6,500.00 in revenue. However, Mr. Stewart does not know if all 65 dogs are still housed in Pocatello.

Breeders License Fee – Mr. Stewart is not able to anticipate the amount of revenue this fee will generate. He explained the license is to regulate the wellness of animals used for breeding and to limit the number of births a dog can have per year.

Council suggested a reorganization of Animal Services employees instead of closing one extra day per week. Mr. Stewart mentioned he has various ideas to reorganize shelter staff in order to remain open 6 days per week.

-CITY PARKS
 AND
 ADMINISTRATION
 FISCAL YEAR 2017
 BUDGET OVERVIEW

John Banks, Parks and Recreation Director, Alan Green, Parks Superintendent; and Joyce Stroschein, Chief Financial Officer, gave an overview of the estimated Parks and Recreation Administration and Parks budgets for Fiscal Year 2017.

PARKS -

Mr. Green noted the decrease in professional services is from the paving of Simplot Square in Fiscal Year 2016. This was a “one time” expense. He mentioned utility expenses are less because of upgrades to the department’s telephone system and redistribution of costs related to the Senior Citizens Center.

Mr. Banks explained constructing small permanent restrooms at Caldwell Park instead of using portable restrooms will decrease expenses.

IMPACT OF PROPOSED REDUCTIONS - PARKS

No impact with switching of land lines to cell phones for Maxicom System.

CITY COUNCIL MEETING
-BUDGET DEVELOPMENT
MAY 12, 2016

Ensuring reimbursement from other departments for services provided.

Move from portable restrooms to a permanent structure at Caldwell Park.

Reduction of part-time staff and its negative effect on the overall quality and level of park maintenance. Will attempt to redistribute duties to remaining part-time staff

PARKS ADMINISTRATION -

Mr. Banks reviewed the Parks Administration Fiscal Year 2017 budget and noted there were no large changes in the budget.

In closing, Ms. Stroschein reviewed the upcoming budget meeting schedule for June 2, 2016. She announced City departments will give their presentations and the Fiscal Year 2017 Revenue Forecast will be discussed.

Mayor Blad adjourned the meeting at 12:18 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

PREPARED BY AND ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCATELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
MAY 19, 2016

CLARIFICATION MEETING

The City Council Agenda Clarification Meeting was called to order at 5:31 p.m. by Council President Steve Brown. Council members present were Jim Johnston, Gary Moore and Michael L.

Orr. Mayor Brian Blad and Council member Roger Bray were excused. No motions, resolutions, orders or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO. 1: The Regular City Council meeting was called to order at 6:01 p.m. ROLL CALL AND by Council President Steve Brown. Council members present were PLEDGE OF Jim Johnston, Gary Moore and Michael L. Orr. Mayor Brian Blad ALLEGIANCE and Council member Roger Bray were excused.

Council President Brown led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: The invocation was given by Pastor Scott Sampson, Rocky INVOCATION Mountain Ministries.

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

-MINUTES (a) Council may wish to waive the oral reading of the minutes and approve the minutes from the May 5, 2016 Budget Development meeting.

-TREASURER'S (b) Council may wish to consider the Treasurer's Report for April, REPORT showing cash and investments as of April 30, 2016 in the amount of \$44,380,744.23.

-POCATELLO ARTS (c) Council was asked to confirm the Mayor's appointment of Barbara COUNCIL Orr to serve as a member of the Pocatello Arts Council, replacing APPOINTMENT Winona Heyer-Soma who resigned. Ms. Orr's term will begin May 20, 2016 and will expire February 19, 2019.

-POCATELLO (d) Council was asked to confirm the Mayor's appointment of Scott DEVELOPMENT Turner to serve as a member of the Pocatello Development AUTHORITY Authority, replacing Cynthia Hill whose term expired. Mr. Turner's APPOINTMENT term will begin May 20, 2016 and will expire May 1, 2020.

-COUNCIL DECISION (e) Adopt the Council's decision approving the Final Short Plat for -CHEYENNE GATE Cheyenne Gate which divides 2.0 acres into a three (3) lot FINAL SHORT PLAT subdivision, subject to conditions. The property is located on Cheyenne Avenue just west of the Portneuf River. Access to said lots will be from a private drive via Cheyenne Avenue and is located within a Residential Medium Density Single Family (RMS) zoning district.

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

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

AGENDA ITEM NO. 5: Mr. Brown reminded the Council of the June 2nd Budget meeting at
CALENDAR REVIEW 9:00 a.m. and the June 2nd Regular City Council meeting at 6:00 p.m.

Mr. Brown announced the Ross Park Aquatic Center will open for the season on Saturday, May 28th, weather permitting; City offices will be closed Monday, May 30th for the Memorial Day Holiday. However, garbage and recycling pick-ups will be on schedule; Field of Heroes will be at Century High School May 27th through May 31st; and dog licenses are on sale for half price through the end of May.

Mr. Brown offered congratulations to all area high school graduates.

Mr. Orr announced that May is Historic Preservation Month and activities will take place at Idaho State University on May 20th and 21st.

AGENDA ITEM NO. 6: Council was asked to consider requests from Julie Hayden (mailing
"COUNCIL SELECT" address: PO Box 8489, Pocatello, ID 83209) for the following:
FUNDING AND
ADMISSION FEE
REDUCTION REQUESTS
-IDAHO INTERNATIONAL
CHORAL FESTIVAL 2016

COUNCIL SELECT a) Council Select funds in the amount of \$250.00 to assist with expenses
FUNDING REQUEST related to the 2016 Idaho International Choral Festival (IICF) July 19
through 24, 2016. (As of May 13, 2016 \$4,400.00 remained in the
Council Select fund.); and

ADMISSION FEE b) That the City continue its tradition of reduced admission fees at the
REDUCTION REQUEST Ross Park Aquatic Complex (\$2.50 admission cost), Zoo Idaho
(\$2.00 admission cost), and Fort Hall Replica (\$1.00 admission cost)
for IICF choir members visiting Pocatello during the event.

Julie Hayden, Idaho International Choral Festival Executive Director, stated the annual choral festival will host 12 international choirs and the members contribute culturally and economically to Pocatello during their stay. She encouraged citizens to serve as host families to the international visitors.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to approve the requests from Julie Hayden as outlined in Agenda Item No. 6(a) and 6(b) related to the 2016 Idaho International Choral Festival to be held July 19 through 24, 2016. Upon roll call, those voting in favor were Johnston, Moore and Brown. Mr. Orr voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 7: The Cooperative Wilderness Handicapped Outdoor Group (CW
"COUNCIL SELECT" HOG), represented by Bob Ellis (mailing address: 921 South 8th
FUNDING REQUEST Avenue, MS 8128, Pocatello, ID 83209-8128) is requesting that
-CW HOG "Council Select" funds in the amount of \$250.00 be used to help pay
for the rental and moving of picnic tables and two recycling bins for
the 35th Annual CW HOG "Pig-Out" Event planned for September 17, 2016. (As of May 13, 2016
\$4,400.00 remained in the Council Select fund.)

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve the request to use "Council Select" funds in the amount of \$250.00 to be used to help pay for the rental and moving of picnic tables and two recycling bins for the 35th Annual CW HOG "Pig-Out" Event on September 17, 2016. Upon roll call, those voting in favor were Moore, Johnston and Brown. Mr. Orr voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 8: Council was asked to consider the following requests by Zoo Idaho
FEE WAIVER staff to continue its tradition of waiving admission fees for military
REQUESTS-MILITARY families during Military Family Appreciation Day:
APPRECIATION DAY
AT THE ZOO

- WAIVE 2016 FEES a) Waive Zoo admission fees for military families on June 4, 2016; and
- WAIVE FUTURE FEES b) Waive Zoo admission fees for military families for all future Military Family Appreciation Day events, subject to Zoo Idaho Superintendent's review.

A motion was made by Mr. Johnston, seconded by Mr. Orr, to approve the following requests by Zoo Idaho staff to continue its tradition of waiving admission fees for military families during Military Family Appreciation Day: a) waive Zoo admission fees for military families on June 4, 2016; and b) waive Zoo admission fees for military families for all future Military Family Appreciation Day events, subject to the Parks and Recreation Director's review. Upon roll call, those voting in favor were Johnston, Orr, Moore and Brown.

AGENDA ITEM NO. 9: Council was asked to consider a request from Old Town Pocatello
TEMPORARY STREET (mailing address: PO Box 222, Pocatello, ID 83204) to close the 200
CLOSURE REQUEST block of West Fremont and a portion of the 300 and 400 blocks of
-OLD TOWN Union Pacific Avenue for the following 2016 events:
POCATELLO

- REVIVE @ 5 a) Revive @ 5-Wednesdays May 25th to September 7th and Friday, August 12th from 2:00 p.m. to 10:00 p.m.
- POCATELLO PRIDE b) Pocatello Pride-Saturday, June 25th 2:00 p.m. to 10:00 p.m.
- WELCOME BACK ORANGE & BLACK c) Welcome Back Orange & Black-Monday, August 22nd from 12:00 noon to 8:00 p.m. (includes parking lot closure 10:00 a.m. to 8:00 p.m.); and
- RECOVERY FEST d) Recovery Fest-Friday, September 16th 2:00 p.m. to 10:00 p.m.

City Staff has reviewed the request.

In response to a question from Council, Stephanie Palagi, Old Town Pocatello Executive Director, stated the street closure request from Old Town Pocatello is similar to requests in previous years. She added that the events have been very successful for many years.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to approve a request from Old Town Pocatello to close the 200 block of West Fremont and a portion of the 300 and 400 blocks of Union Pacific Avenue for the 2016 events as outlined in Agenda Item No. 9(a) through 9(d). Upon roll call, those voting in favor were Johnston, Moore, Orr and Brown.

AGENDA ITEM NO. 10: The Council was asked to consider a request from Old Town Pocatello (mailing address: PO Box 222, Pocatello, ID 83204) for a waiver of the open container ordinance to allow alcohol to be consumed in the 200 block of West Fremont and a portion of the 400 block of Union Pacific Avenue for Revive @ 5 events- Wednesdays, May 25 to September 7, 2016, including Friday, August 12 from 4:30 p.m. to 9:00 p.m.

If the open container ordinance is waived it should be contingent upon the applicant meeting Police Department requirements and purchasing appropriate permits.

A motion was made by Mr. Moore, seconded by Mr. Orr, to approve a request from Old Town Pocatello for a waiver of the open container ordinance to allow alcohol to be consumed in the 200 block of West Fremont and a portion of the 400 block of Union Pacific Avenue for Revive @ 5 events, Wednesdays, May 25 to September 7, 2016 and Friday, August 12, 2016 from 4:30 p.m. to 9:00 p.m., contingent upon the applicant meeting Police Department requirements and purchasing appropriate permits. Upon roll call, those voting in favor were Moore, Orr, Johnston and Brown.

AGENDA ITEM NO. 11: Council was asked to approve an agreement between ExperienceWorks, a Senior Community Service Employment Program, and the City of Pocatello to allow a participant of the Program to work at the Animal Shelter. ExperienceWorks is a federally-funded organization and will pay the wages of a senior citizen trying to gain training to enter back into the work force in an amount up to 20 hours a week. There is no cost to the City.

Mr. Johnston stated that he feels it would be beneficial to conduct background checks on all volunteers.

A motion was made by Mr. Johnston, seconded by Mr. Orr, to approve an agreement between ExperienceWorks, a Senior Community Service Employment Program, and the City of Pocatello to allow a participant of the Program to work at the Animal Shelter and that ExperienceWorks will pay the

wages of the participant in an amount up to 20 hours a week, subject to a background check. Upon roll call, those voting in favor were Johnston, Orr, Moore and Brown.

AGENDA ITEM NO. 12: Council was asked to approve the submission of a grant application to U.S. Fish and Wildlife Service in the amount of \$25,000.00 and, if awarded, authorize acceptance of the grant and authorize the Mayor to sign, subject to Legal Department review, documents related to the grant. The grant will be used to construct Phase 2 of the Marshland Exhibit, Meadow and Crane Breeding Facility at the Zoo. City match will be met with in-kind work by staff and continued maintenance of the exhibit.

ZOO TRUMPETER
SWAN/MARSHLAND
PHASE 2 GRANT
APPLICATION-U.S. FISH
AND WILDLIFE SERVICE

A motion was made by Mr. Orr, seconded by Mr. Johnston, to approve the submission of a grant application to U.S. Fish and Wildlife Service in the amount of \$25,000.00 and, if awarded, authorize acceptance of the grant and authorize the Mayor to sign, subject to Legal Department review, documents related to the grant and that the grant will be used to construct Phase 2 of the Marshland Exhibit, Meadow and Crane Breeding Facility at the Zoo and that the City match will be met with in-kind work by staff and continued maintenance of the exhibit. Upon roll call, those voting in favor were Orr, Johnston, Moore and Brown.

AGENDA ITEM NO. 13: The Trails Working Group and the Portneuf Greenway Foundation request City Council support for submission of a Transportation Alternatives Project (TAP) grant application to the Idaho Transportation Department in the amount of \$400,000.00, and authorize the Mayor's signature, subject to Legal Department review, on documents related to the project.

TRANSPORTATION
ALTERNATIVES
PROJECT GRANT
APPLICATION
CONSTRUCTION OF
MULTI-USE PATHWAY

The TAP would be for construction of a multi-use pathway along the eastern edge of the Interstate 15 right-of-way from the Farm Bureau building to the Monte Vista Overpass. Grant funds will be used to design, grade, gravel and pave the path. Matching funds in the amount of \$29,360.00 (7.34%) will come from the Portneuf Greenway Foundation. The City of Pocatello will have full ownership of the path upon completion.

A motion was made by Mr. Moore, seconded by Mr. Orr, to approve the request by the Trails Working Group and the Portneuf Greenway Foundation for submission of a Transportation Alternatives Project (TAP) grant application to the Idaho Transportation Department in the amount of \$400,000.00, and authorize the Mayor's signature, subject to Legal Department review, on documents related to the project and that the TAP would be for construction of a multi-use pathway along the eastern edge of the Interstate 15 right-of-way from the Farm Bureau building to the Monte Vista Overpass and that grant funds will be used to design, grade, gravel and pave the path and that matching funds in the amount of \$29,360.00 (7.34%) will come from the Portneuf Greenway Foundation and that the City of Pocatello will have full ownership of the path, upon completion.

In response to questions from Council, Dan Harelson, 1361 Jane Street, representing the Portneuf Greenway Foundation, stated the Foundation has been focusing on connecting the corridor between Terry Street and the Portneuf Healthcare Wellness Complex. He added that good progress is being made in terms of new trails and that a new trail would be dedicated on June 23rd. Mr. Harelson stated the trail will be called the "Parrish Memorial Trail" in memory of the Parrish family members who passed away in 2014 from carbon monoxide poisoning in their home. He announced that several other areas are planned for Greenway trail development.

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

AGENDA ITEM NO. 14: The Trails Working Group and the Portneuf Greenway Foundation request City Council support for periodic application requests to the Idaho Transportation Department and Federal Highway Administration to relinquish several sections of Interstate Right-of-Way for non-motorized, multi-use paths to the City, with the provision that the City of Pocatello will assume responsibility for operating and maintaining the pathway and appurtenances upon completion, and authorize the Mayor's signature, subject to Engineering and Legal Department review, on documents related to the applications.

The sections in question are needed to construct paths in compliance with the Americans with Disabilities Act, and to insure path continuity from Idaho State University at Terry Street to the Portneuf Healthcare Wellness Complex.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve a request by the Trails Working Group and the Portneuf Greenway Foundation for City Council support for periodic application requests to the Idaho Transportation Department and Federal Highway Administration to relinquish several sections of Interstate Right-of-Way for non-motorized, multi-use paths to the City, with the provision that the City of Pocatello will assume responsibility for operating and maintaining the pathway and appurtenances upon completion, and authorize the Mayor's signature, subject to Engineering and Legal Department review, on documents related to the applications. Upon roll call, those voting in favor were Moore, Johnston, Orr and Brown.

AGENDA ITEM NO. 15: Council was asked to consider the recommendation of staff for the following requests regarding the rehabilitation and reconfiguring of taxiways and the terminal apron at the Pocatello Airport.

BID-KNIFE RIVER CORPORATION-NORTHWEST a) Accept the bid received on March 31, 2016 from Knife River Corporation-Northwest in the amount of \$3,513,387.00 and, if the bid is accepted;

CONTRACT-KNIFE RIVER CORPORATION-NORTHWEST b) Authorize the execution of a contract agreement and notice of bid award between the City of Pocatello and Knife River Corporation-Northwest in the amount of \$3,513,387.00, subject to Legal Department review.

The rehabilitation project will be funded 93.75% by FAA grant funds and 6.25% by airport passenger facility charge (PFC) funds. This project is contingent upon award of grant funds and FAA approval.

A motion was made by Mr. Orr, seconded by Mr. Johnston, to approve the following requests regarding the rehabilitation and reconfiguring of taxiways and the terminal apron at the Pocatello Airport: a) accept the bid received on March 31, 2016 from Knife River Corporation-Northwest in the amount of \$3,513,387.00; and b) authorize the execution of a contract agreement and notice of bid award between the City of Pocatello and Knife River Corporation-Northwest in the amount of \$3,513,387.00, subject to Legal Department review and that the rehabilitation project will be funded 93.75% by FAA grant funds and 6.25% by airport passenger facility charge (PFC) funds, contingent upon award of grant funds and FAA approval. Upon roll call, those voting in favor were Orr, Johnston, Moore and Brown.

AGENDA ITEM NO. 16: Council was asked to approve and authorize the Mayor to sign a Professional Services Agreement with T-O Engineers. The contract fee is based on time and materials and is not to exceed \$290,552.50.

PROFESSIONAL SERVICES AGREEMENT WITH T-O ENGINEERS FOR AIRPORT REHABILITATION OF PAVEMENT PROJECT

Scope of work includes project management of the following projects at the Airport: a) Rehabilitation of Taxiway A and connecting taxiways; b) Rehabilitation of terminal apron; b) Relocation of Taxiway E (A5); c) Relocation of Taxiway E (A5); and d) Reconfiguration of Taxiway A (A1) at Runway 21. Funding for the agreement will come from a federal grant (93.75%) and local match monies (6.25%) provided by Airport PFC funds.

A motion was made by Mr. Moore, seconded by Mr. Orr, to approve and authorize the Mayor to sign a Professional Services Agreement with T-O Engineers, with the contract fee, based on time and materials, not to exceed \$290,552.50 for the project management of the following projects at the Airport: a) Rehabilitation of Taxiway A and connecting taxiways; b) Rehabilitation of terminal apron; c) Relocation of Taxiway E (A5); and d) Reconfiguration of Taxiway A (A1) at Runway 21, subject to Legal Department review, and that funding for the agreement will come from a federal grant (93.75%) and local match monies (6.25%) provided by Airport PFC funds. Upon roll call, those voting in favor were Moore, Orr, Johnston and Brown.

AGENDA ITEM NO. 17: Council was asked to approve and authorize the Mayor to sign an amendment to the lease agreement between the City of Pocatello and McNabb Grain dated July 1, 2010. The amendment will increase the leased premises by an additional 3.38 acres and increase the rental rate to a total of \$512.00 per month. The purpose of the agreement will also be amended to include storage of hay as well as grain.

MCNABB GRAIN AMENDMENT TO LEASE AGREEMENT-AIRPORT

A motion was made by Mr. Johnston, seconded by Mr. Moore, to approve and authorize the Mayor to sign an amendment to the lease agreement between the City of Pocatello and McNabb Grain dated July 1, 2010 to increase the leased premises by an additional 3.38 acres and increase the rental rate to a total of \$512.00 per month and amend the agreement to include storage of hay as well as grain, subject to Legal Department review. Upon roll call, those voting in favor were Johnston, Moore, Orr and Brown.

AGENDA ITEM NO. 18: Council was asked to approve the Mayor's signature on a Lease Agreement and Easement with Riverbend Communications, LLC for the use of City property to continue its placement and operation of a communication tower at the Water Department reservoir yard off of Fore Road. The fee for said use is \$200.00 per month, beginning May 1, 2016 through April 30, 2019.

RIVERBEND COMMUNICATIONS, LLC -LEASE AGREEMENT AND EASEMENT

A motion was made by Mr. Orr, seconded by Mr. Johnston, to approve the Mayor's signature on a Lease Agreement and Easement with Riverbend Communications, LLC for the use of City property to continue its placement and operation of a communication tower at the Water Department reservoir yard off of Fore Road and that the fee for said use is \$200.00 per month, beginning May 1, 2016 through April 30, 2019. Upon roll call, those voting in favor were Orr, Johnston, Moore and Brown.

AGENDA ITEM NO. 19: The Council was asked to consider an ordinance vacating the public's interest in an existing abandoned 20 foot wide water line easement running diagonally through Lot 25, Block 2, Farr-Ens Estate Subdivision. Said vacation was approved by Council on June 4, 2015 and all conditions contained therein have been met.

ORDINANCE
VACATION OF WATER
LINE EASEMENT
-FARR-ENS ESTATE
SUBDIVISION

A motion was made by Mr. Moore, seconded by Mr. Johnston, that the ordinance, Agenda Item No. 19, be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Moore, Johnston, Orr and Brown.

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

Council President Brown declared the final reading of the ordinance vacating the public's interest in an existing abandoned 20 foot wide water line easement running diagonally through Lot 25, Block 2, Farr-Ens Estate Subdivision, as approved by Council on June 4, 2015. Council President Brown asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Johnston, Moore, Orr and Brown. Council President Brown declared the ordinance and summary sheet passed, that it be numbered 2968 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 20: Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared several DISCUSSION ITEMS quotes and expressed her support for the Constitution and disapproval for various community events.

Idaho Lorax, Pocatello resident, expressed his appreciation for area precipitation and his concern for the safety of citizens.

Kelly Benningfield, 624 West Cedar Street, shared his concerns regarding public utilities, Hoku property and local property tax.

There being no further business, Council President Brown adjourned the meeting at 6:47 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CITY CLERK

City of Pocatello
Parks & Recreation Department

VENDOR CONCESSION APPLICATION

Instructions: PRIOR to completing this form, Vendors must read the "Conditions of the Concessions Permit"
If filling out the application in handwritten form, please PRINT CLEARLY.
Thoroughly answer EVERY question on the application.

Incomplete or unreadable applications will not be considered for approval.

Application Date: 5-19-16

Concession/Business Name: BOB'S POLAR EXPRESS

For Profit Non Profit (proof required)

Concession/Business Owner (First & Last Name): DANI BIRD

Address: 756 Ash

City: Pocatello State: Id Zip: 83201

Phone: Day: 208-251-8920 Night: same Cell: same

EMAIL address: danibd@cableone.net

Alternate Contact Name: Heather Cox Phone: 208-251-5409
Mike Bird Phone: 208-251-8900

• Past Experience with concession operations: Have been operating under this name for 7 yrs or so

• Detailed listing of items to be sold: Pop Sicle - Fudge Sicle - Cream Sicle - Fat Boy - Popups - Cone - Bism Pop - Sponge Bob - Caramel

• **DETAILED** description of the concession to be used (i.e. stand, cart, trailer, table w/ canopy, etc.).
A photo or drawing of your unit will be accepted in lieu of a description (please note if photo/drawing is attached).

Dimensions of any free standing unit are required.

Photo attached to lease year

• Proposed location or location of Event: Around streets

• Date(s) of Operation/Special Event: June to Aug

• Times of Operation/Event (Include set up/tear down time): Afternoons & evenings

• Any special requirements: None

(Please complete both sides of the application)

- **DETAILED**** description of your Recycling Plan: Write N/A if you will not have recyclable materials to deal with. **If this question is not filled in, application will be considered INCOMPLETE!**
 **What recyclable materials will be generated and how will recyclable materials will be collected and processed.

N/A

Attach copy of Public Liability Insurance (minimum of \$500,000) naming the City of Pocatello as an additional insured.

If the sale includes food/beverages, you must also have written approval from the Southeast Idaho Public Health (see "Conditions of a Concession Permit" for contact information).

PERMITS will NOT be issued until ALL applicable documents are received by the Parks & Recreation Department.

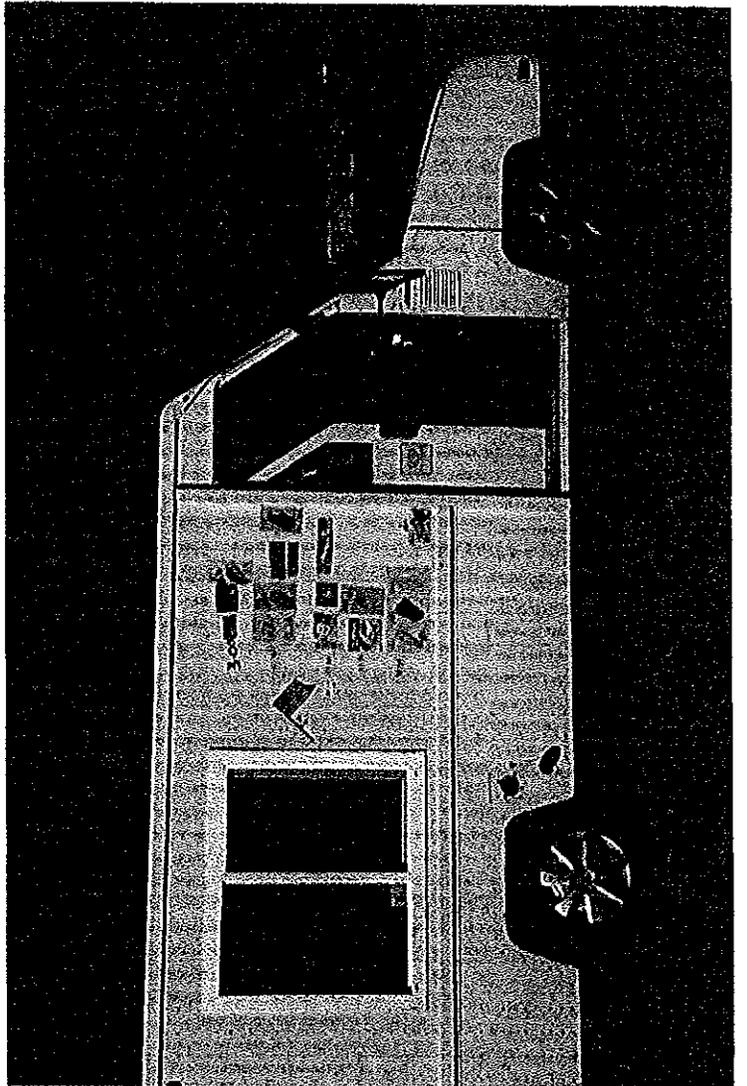
I have read the "Conditions of a Concession Permit" and understand and agree to abide with those conditions, pay the applicable fees, and will provide any additional permits/documentation required for this application. I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries made by me are true, complete, and correct to the best of my knowledge and are made in good faith.

Signature of Applicant Dawn Beard Date: 5-19-16

OFFICIAL USE ONLY:

- Recycling plan
- Proof of Insurance, naming the City of Pocatello as an additional insured
- Proof of Non-Profit Status if applicable
- Proof of Workers Comp Insurance if applicable
- Permit license or Exception* from Southeast Idaho Public Health (Vendors selling food and/or beverages)

Amount Due: _____ Date Paid: _____ Receipt #: _____





Idaho Public Health



DIVISION OF PUBLIC HEALTH

IDAHO COTTAGE FOOD/LOW RISK FOOD/FRATERNAL, BENEVOLENT OR NONPROFIT CHARITABLE ORGANIZATION ASSESSMENT

Business/Organization Name Bob's Polar Express Bus/Org Phone # 208-291-8920

Bus/Org address or production location 756 Ash Paradise Id 8320
(P. O. Box/Street) (City) (State) (Zip)

Name of Owner Dani Bird Contact Phone # 208-291-8920

Owner's Mailing Address: Same
(P. O. Box/Street) (City) (State) (Zip)

Name of Operator/Manager Same Email danibird@cableone.net

Type of Business/Organization Ice Cream truck

Dates of Operation(s) May to Sept 2016

PLEASE PROVIDE A COMPLETE LIST OF MENU ITEMS (Either below or on a separate page)

Owner/Agent's Signature Dani Bird Date: 5-2-16

NOTE TO OPERATOR: Examples of cottage foods/low risk foods include, but are not limited to: baked goods that do not require refrigeration, fruit jams and jellies, fruit pies, breads, cakes that do not require refrigeration, pastries and cookies that do not require refrigeration, candies and confections, dried fruits, dry herbs, seasonings and mixtures, cereals, trail mixes and granola, nuts, vinegar, popcorn and popcorn balls, tinctures that do not make medicinal claims.

As an operator of a fraternal, benevolent, or non-profit charitable organization (FBN) you are exempt from licensure requirements if operating in accord with Title 39-1602, Idaho Code.

If you intend to sell or serve foods that require time/temperature control for safety (TCS), and/or you distribute the product to any third party (wholesale, consignment) you are a regulated food establishment and must meet all the requirements of IDAHO FOOD CODE (IFC) regulations. A TCS is any food that requires temperature control for food safety reasons. Refer to the Idaho Food Code for a complete definition of TCS foods.

If you intend to package the finished product, please attach a sample label with this form. The Public Health District may ask for more detail such as allergen information, if applicable. Consult with your Public Health District for more information.

HEALTH DISTRICT USE

- Risk Assessment
- 1. Low Risk/FBN
 - 2. Medium Risk
 - 3. High Risk

- Action
- 1. Exempt from licensure requirements of IDAHO FOOD CODE
 - 2. Regulated under IDAHO FOOD CODE

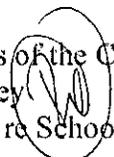
Environmental Health Specialist: Candice Key Date: 5-2-16

Comments: _____

If the above listed items are considered low risk at this time, the consumer is to be informed by a clearly visible placard at the sales or service location that the food is prepared in a kitchen that is not subject to regulation and inspection by the regulatory authority. Please follow safe food handling practices.

3/29/2016
Pre packaged ice cream

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: MOA with School District # 25 re School Resource Officers (PPD)
DATE: May 25, 2016

I have reviewed the above-referenced MOA and it meets with my approval for the Mayor's signature once so authorized by the City Council. The City and the School District have previously entered into a similar Agreement.

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

MEMORANDUM OF AGREEMENT

Between

Pocatello/Chubbuck School District No. 25 and the City of Pocatello

For the School Resource Officer Program

This Memorandum of Agreement is made and entered into between the Pocatello/Chubbuck School District No. 25 located in the State of Idaho hereinafter referred to as "District" and the City of Pocatello, a municipal corporation of the state of Idaho, hereinafter referred to as the "City."

WITNESSETH:

- A. The purpose of the School Resource Officer (SRO) Program through the Pocatello Police Department (PPD) is to:
 - 1. Provide a safe learning environment and help reduce school violence;
 - 2. Improve school and law enforcement collaboration; and
 - 3. Improve perceptions and relations between students, staff, and law enforcement officials.
- B. The District, City, and PPD desire to provide policing and related services to District's public schools and the citizens of the City; and
- C. An SRO Program has been implemented for the District's schools located within the City as hereinafter described; and
- D. The District, City, and PPD recognize the positive benefits of the SRO Program to the citizens of the City and particularly students of the District's schools; and
- E. It is in the interests of the District, City, PPD, citizens of the City, and Patrons of the District to continue this program.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the District and the City hereby agree as follows:

ARTICLE 1

The SRO Program as previously established in the District's school system will continue.

The parties to this Memorandum of Agreement are committed to safeguard the essential right of all students and school staff to enjoy the benefits of a school environment which is conducive to education and free of the disruptive influence of crime, violence, intimidation, and fear.

ARTICLE 2

The District, City, and PPD will work together to:

- A. Facilitate communication and cooperation, making sure to clarify differing terminology and approaches used by education and law enforcement in order to avoid confusion;
- B. Identify issues or problems that arise in the implementation of this Agreement and facilitate the resolute of any such problems;
- C. Work together and develop joint training and other cooperative efforts, including information exchanges and joint speaking engagements;
- D. Work together regarding drug and alcohol abuse and violence intervention and prevention efforts; and
- E. Consult on the review of school safety and security plans.

ARTICLE 3

Whenever local law enforcement is aware of an emergency affecting the safety of children during school hours, the Chief of Police or designee shall notify the District Superintendent or designee as soon as practicable. Law enforcement will provide all appropriate information so that the District can take necessary steps for the protection of students, staff, and accurate notification to parents.

The Chief of Police or designee shall attempt to provide, as practicable, the District Superintendent or designee with updated information throughout the duration of the emergency, and will provide notification when the emergency is over.

ARTICLE 4

This Memorandum of Agreement shall remain in full force and effect and shall automatically be renewed each year unless either party exercises the right to terminate this Agreement pursuant to Article 5.

Prior to June 15 of each year, the parties shall review the SRO Program and consider whether modifications to the program are necessary or advisable to accomplish its purposes. The parties agree to cooperate and negotiate in good faith in fulfilling the intent of the parties concerning continuation of the program and future funding of the program by the City and/or the District. Included in this discussion would be any other matters of mutual concern.

The parties, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. The parties agree that they will attempt to resolve any disputes concerning the interpretation of this Agreement and unforeseen questions and difficulties which may arise by good faith negotiations before resorting to litigation.

ARTICLE 5

This Agreement may be terminated by either party by giving ninety (90) days prior written notice to the other party that it has failed to substantially perform in accordance with the terms and conditions of this Agreement. This Agreement may be terminated without cause by either party giving one hundred and eighty (180) days prior written notice to the other party.

ARTICLE 6

The City shall provide School Resource Officers as follows:

A. Number of School Resources Officers

1. The City shall assign regularly employed PPD officers to the following schools:

Century High School

Highland High School

Pocatello High School

New Horizon Center

Alameda Middle School

Franklin Middle School

Hawthorne Middle School

Irving Middle School

2. Duties may be shared and/or divided among middle schools depending on the number of SROs authorized by the Pocatello Police Department.
 3. Elementary Schools shall be covered by patrol with supervision by the Support Services Division Supervisor, who will respond to Elementary School calls.
 4. Each SRO shall have a secured office in his/her assigned school.
- B. Regular Duty Hours of the School Resource Officers
1. The SRO shall be assigned to the schools on those days and during those hours that the schools are in session.
 2. The Support Services Division Commander, after consultation with the school principals, shall set the regular hours for the SROs. The SROs are expected to be on campus during those hours, but may be off campus as required by their duties and assignments.
 - a. Regular working hours may be adjusted on a situational basis with the approval of the Support Services Commander in consultation with the school principal.
 3. Whenever possible, the SROs shall provide the principal with prior notice of required absences from campus.
 4. In the event that the SRO takes leave without prior notice, such as sick leave, he/she will notify police department through established procedures. The supervisor will then contact the principal or designee and make arrangements to assign another SRO to cover, if needed.
- C. After School Event Duties of the School Resource Officer
1. The SROs are expected to be reasonably available for after school events as directed by the principal and agreed upon by the Support Services Supervisor.
- D. Temporary Reassignment of School Resource Officers
1. The SROs shall be subject to reassignment or call out during law enforcement emergencies or critical incidents.
 2. The SROs shall be subject to and attend required PPD trainings.
- E. The City will provide the District a Certificate of Insurance with the District listed a certificate holder in the amount of \$500,000 or available limit of insurance. A copy of that insurance certificate is attached and by this reference becomes a part hereof.

ARTICLE 7

Rights and Duties of the District:

- A. The District shall provide an area, which need not be permanent, to conduct matters of confidential business and shall provide access to records which are deemed necessary by District, realizing the District is subject to FERPA (Family Educational Rights and Privacy Act) and the Idaho Student Data Accessibility and Accountability Act of 2014 (Section 33-133, Idaho Code) (Hereinafter "ISDAA"). The Parties recognize that they are bound to comply with FERPA and ISDAA in their handling of educational records.
1. The SRO shall only have access to any educational records/confidential information of students that is required for the SRO to properly perform job functions.
 2. The SRO shall assure that all confidential information obtained through the course of responsibilities pursuant to this Agreement is maintained with the strictest of confidences. Any written student records obtained shall be secured in a locked cabinet drawer and computers shall be maintained with password protection.
 - a. All student records not utilized by the SRO to address disciplinary or court action shall be destroyed by the SRO within sixty (60) days of the end of the related school year.
 3. The SRO agrees that any educational records/confidential information shall only be

utilized for the intended purpose of access to such records. There shall not be any secondary use beyond performance of responsibilities pursuant to this Agreement.

4. The SRO understands and agrees that he or she may be penalized in the form of a negative evaluation and/or reprimand arising from or as a result of any non-compliance with the provisions of this paragraph pursuant to and in accordance with the requirements of Idaho Code 33-133(j).
 5. The SRO shall confer with school administrators concerning confidentiality of records whenever necessary.
- B. The District shall provide an office and necessary furniture for the use of the SRO.
- C. District shall continue to support PPD as it expands its practice of bringing weapons onto school grounds by allowing the SROs to carry their service rifles onto school property on a daily basis and secure them in locked safes.

ARTICLE 8

Employment status of School Resource Officers:

- A. The SRO shall remain an employee of the PPD and shall not be an employee of the District. The District and the PPD acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the PPD. The SRO shall remain responsive to the chain of command of the PPD.
 1. Regular performance evaluations shall be done by the supervisors of the Support Services Division.
- B. The SRO shall be accountable to the school principal of the assigned schools for his/her behavior, conduct and work performance while at the schools. The school administrators have the right and responsibility to report alleged misconduct, non-compliance with District policies, unsatisfactory work performance, or other questionable behavior on the part of the SRO to the Commander of the Support Services Division of the PPD.
 1. A performance evaluation from the principal or designee may be included in the department evaluation.
- C. Any disciplinary actions shall be taken through the PPD in accordance with the policies of the City.

ARTICLE 9

Duties, Obligations, and Procedures of the School Resource Officer:

- A. The SROs are first and foremost law enforcement officers and those duties shall take precedence. The SROs are subject to the policies, procedures, laws, and Codes of Ethics governing the conduct of members of the PPD.
- B. The SRO is also considered a staff member of his/her assigned school with duties pertaining to the education, safety, and well-being of the students. The SRO shall be directed to perform duties appropriate to the position of the SRO by the principal or designee. The SRO shall be subject to the policies, procedures, and laws governing the conduct of staff members of the District.
- C. Should a conflict arise over the duties of the SRO, the conflict shall be mediated by the Commander of the Support Services Division and the school principal and/or the Director of Student Support Services as soon as possible.
- D. The duties of the SROs include but are not limited to the following:
 1. The SRO is responsible for the law enforcement needs of his/her assigned school.
 2. The SRO is responsible for decisions on enforcement action, in keeping with the policies, procedures, and laws governing police discretion. The SRO, whenever possible, shall consult with the school administration and give due consideration to the advice of the

school administration in such decisions.

3. The SRO is considered the Community Policing Officer for the school and should be proactive and use problem solving methods in his/her duties.
4. The SRO shall conduct timely investigations and submit police reports as required by police department policy. Whenever possible, the SRO shall advise the school principal concerning investigations being conducted at the school.
5. The SRO shall generally conduct criminal investigations required for incidents that occur at the school or at school events. Incidents that, according to department practice, would be investigated by a detective shall be referred to the Detective Division. In the event an investigation involves a member of the school faculty or staff, the investigation shall be referred to the Commander of Support Services Division for assignment.
6. The SRO shall maintain accurate and up to date daily records of his/her activities, and shall submit monthly summaries of the activities to the Support Services Division supervisors. The SRO shall keep the principal advised of his/her daily activities and submit activity reports or records as requested by the principal.
7. The SRO shall assist other police officers in matters regarding his/her school, and may be assigned follow-up investigations related to the students attending the school.
8. The SRO shall assist the school administration in developing plans and strategies to prevent and/or minimize dangerous situations.
9. The SRO shall clearly separate law enforcement actions from discipline actions taken by the school.
10. The SRO does not have authority to determine or administer school discipline.
11. The SROs shall coordinate his/her non-enforcement activities and seek permission, advice, and guidance prior to enacting any program within the school.
12. The SRO shall act as instructor, facilitator, presenter, or guest speaker when requested by the school administration or faculty. The SRO is expected to develop expertise in presenting expertise in presenting various subjects.
13. The SRO shall make him/herself available for conferences with students, parents, juvenile probation officers, and school personnel. The SRO shall cooperate with the school counseling services in this regard.
14. The SRO shall attempt to build beneficial relationships with the students, based on trust and confidence. The SRO shall make him/herself accessible and open to the students.
15. The SRO shall follow PPD policy and protocols for keeping his/her service rifle and office secure when needing to be in other parts of the school.

ARTICLE 10

Appointment of School Resource Officers:

- A. The Chief of Police shall appoint SROs, upon recommendation from a SRO Selection Board.
 1. The SRO Selection Board shall consist of representatives from the PPD and the District. Every effort should be made to include representatives from the Support Services Division and the administration of the school the officer will be assigned to.
 2. If the Selection Board recommends more officers for the position than there are vacancies, those officers may be considered for appointment to vacancies that occur during that school year.
- B. The SRO applicant shall meet the following requirements:
 1. The applicant shall be a full time employee of the PPD at or above the rank of 2nd class.
 2. The applicant shall have had satisfactory performance evaluations during the year prior to the assignment.
 3. The applicant shall be willing to hold the position for at least three (3) years.

ARTICLE 11

Dismissal/Transfer of School Resource Officers:

- A. In the event the principal has cause to believe that the particular SRO is not effectively performing his/her duties, and attempts to improve the performance have been ineffectual, the principal may recommend that the SRO be removed from the program and the school.
- B. A written recommendation, detailing the reasons for removal, shall be made to the Director of Student Support Services and to the Commander of the Supportive Services Division, who shall notify the Chief of Police.
- C. The Director of Student Support Services and the Commander of the Supportive Services Division shall study the recommendation and determine whether to attempt to mediate rather than resolve the problems or to recommend removal.
- D. If the recommendation is to mediate, the Director of Student Support Services and the Commander of the Supportive Services Division shall meet with the principal and the SRO. At such meeting, specified members of the staff of the school may be required to be present.
- E. If the recommendation is to remove the SRO, or if within a reasonable period of time the problems have not been resolved, the SRO shall be removed from the program at that school and a replacement shall be obtained.
- F. The Chief of Police may transfer a SRO to other duties when it is in the best interest of the Officer, District, or PPD.
- G. A SRO may be transferred to another school upon the approval of the Commander of the Supportive Services Division after consultation with the Director of Student Support Services.
 1. Transfers may be requested by the SRO, the principal, District, or PPD.

ARTICLE 12

Replacement of School Resource Officers:

- A. When it becomes necessary to replace a SRO due to transfer, promotion, resignation, or other causes, the Commander of the Supportive Services Division shall notify the Director of Student Support Services within five days of becoming aware of the upcoming vacancy.
- B. The Commander of the Supportive Services Division shall arrange for a SRO Selection Board as soon as practicable.
- C. The selection process shall follow the procedure in Article 10, and a permanent replacement shall be made as soon as practicable.

ARTICLE 13

Financing of the School Resource Officer Program:

- A. The PPD agrees to assign an appropriate number of officers as School Resource Officers in the District's secondary schools.
- B. The District agrees to pay \$160,000 towards wages and benefits for the School Resource Officers.
- C. The District agrees to pay \$20,500 towards wages and benefits for the administrative assistant in the Supportive Services Division.
- D. The City will bill the District near the end of the school year (no later than 15 June) for the previous Fall and Springs, to be paid in a lump sum.
- E. The Chief of Police may assign additional officers to work in the schools on a temporary basis if the need arises. Needs would include major security issues. The District is not expected to compensate the Department for such temporary assignments.

ARTICLE 14

This document constitutes the full understanding of the parties, and no term, condition, understanding or agreement purporting to modify or vary the terms of this Agreement shall be binding unless hereafter made in writing and signed by the affected parties.

City of Pocatello, a Municipal Corporation

Pocatello Police Department

By: _____
Brian C. Blad, Mayor

By: _____
Scott L. Marchand, Chief of Police

Dated: _____

Dated: _____

Attested: _____

Attested: _____

Pocatello/Chubbuck School District No. 25

By: _____
Douglas Howell, Superintendent

Dated: _____

Attested: _____

NOTARY:

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 Brian C. Blad, known to me to be the Mayor of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in _____, Idaho
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 Scott L. Marchand, known to me to be the Chief of Police for the City of Pocatello, and acknowledged to me he executed the foregoing instrument on behalf of said municipal corporation, and that said corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in _____, Idaho
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 Douglas Howell, known to me to be the Superintendent of the Pocatello/Chubbuck School District No. 25, and acknowledged to me that he executed the foregoing instrument on behalf of said public school district, and that said district executed the same.

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

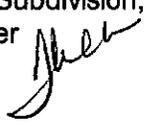
NOTARY PUBLIC FOR IDAHO
Residing in _____, Idaho
My Commission Expires: _____

AGENDA

ITEM

NO. 6

**ZONING MAP AMENDMENT
PLANNING & DEVELOPMENT SERVICES
EXECUTIVE SUMMARY**

MEETING DATE: June 2, 2016
OWNER: RNR Properties, LLC
REPRESENTATIVE: Dioptra, LLC
SUBJECT: Rezone property from Residential Medium Density Single Family to Residential Commercial Professional
LOCATION: Hawthorne Road and Snowbird Avenue (approximately 4175 Hawthorne Road)
LEGAL DESCRIPTION: Lot 1, Block 7, Ward Park Subdivision, 1st Addition
ASSIGNED STAFF: Terri Neu, Assistant Planner 
RECOMMENDATION:

The Planning and Zoning Commission reviewed and recommended approval of the zoning map amendment application to rezone the subject property from Residential Medium Density Single Family (RMS) to Residential Commercial Professional (RCP) on May 11, 2016.

APPLICANT AND REQUEST:

RNR Properties, LLC (mailing address: 435 Maysi Lane, Inkom, ID 83245), represented by Dioptra, LLC (mailing address: 4737 S. Afton Place, Suite B, Chubbuck, ID 83202) has requested a zoning map amendment for the property located on Hawthorne Road and Snowbird Avenue. The request is to rezone the lot from RMS to RCP.

BACKGROUND:

The rezone application has been initiated by RNR Properties, LLC, represented by Dioptra, LLC, pursuant to Municipal Code Section 17.02.180(B)(1). The rezoning request encompasses one lot but is situated between two lots that were rezoned in 2015 from RMS to RCP. The City's Comprehensive Plan Map has the property designated at "Commercial" therefore a change to the map is not needed as part of this request.

PLANNING AND ZONING RECOMMENDATION:

The Planning and Zoning Commission, at their meeting on May 11, 2016, held a public hearing where there were not any individuals that testified either in support of or in opposition to the request. They recommended approval of the request.

ATTACHMENTS:

- A – Planning and Zoning Commission's Findings of Fact
- B – Minutes from the May 11, 2016 Planning and Zoning Commission hearing
- C – Staff Report to the Planning and Zoning Commission
- D – 2012 Aerial photo with property location
- E – Comprehensive Plan Map
- F – Application packet

**CITY OF POCATELLO
PLANNING & ZONING COMMISSION
FINDINGS OF FACT
ZONING MAP AMENDMENT
HEARING DATE – MAY 11, 2016**

APPLICANT: RNR Development
REPRESENTATIVE: Dioptra, LLC
PROPERTY OWNER: RNR Development
LOCATION OF REQUEST: Hawthorne Road and Snowbird Avenue
LEGAL DESCRIPTION: Lot 1, Block 7, Ward Park Subdivision 1st Addition

SUBJECT REQUEST:

RNR Development (mailing address: 435 Maysi Lane, Inkom, ID 83245), represented by Dioptra, LLC (mailing address: 4737 S. Afton Place, Suite B, Chubbuck, ID 83202), has submitted an application for a Zoning Map Amendment from Residential Medium Density Single-Family (RMS) to Residential Commercial Professional (RCP). Municipal Code 17.02.180(B)(1) allows the property owner to initiate this process. The City's Comprehensive Plan Map has the property designated as "Commercial" therefore, a change to the map is not necessary as part of this application.

PUBLIC HEARING:

A public hearing was held on May 11, 2016. City staff offered a summary of their evaluation of the project and noted a recommendation for approval. Staff noted that no public comments either in support of or in opposition to the request have been received. The public hearing was closed.

Notice of this application was published in the Idaho State Journal on April 26, 2016. Notice was sent to property owners within a 300 foot radius of the subject site on the same date, and two signs were posted on the property giving notice of the hearing.

PLANNING & ZONING COMMISSION DECISION:

The Planning & Zoning Commission, by unanimous vote, recommended approval of the application as submitted

MUNICIPAL CODE SECTION 17.02.180(E) CRITERIA FOR REVIEW & FINDINGS OF FACT:

The hearing body shall review the facts and circumstances of each proposal in terms of the following standards and determine whether there is adequate evidence showing that the requested use at the proposed location:

1. How the requested zoning at the location in question would be in the community's best interest.

FINDING: The Hawthorne corridor, specifically in Chubbuck, consists of a mix of land uses including but not limited to an assisted living center, new high density residential (150-units total); an entrance is provided from Hawthorne Road to the Pine Ridge mall as well as Home Depot. Allstate Call Center is in the general vicinity as well. The community is in need of additional lands which can accommodate the type of uses that are permitted and conditionally permitted in the RCP zone. The properties are of various square-footages to allow professional office, mixed use development, and limited commercial.

The City Council approved a rezone from RMS to RCP for the rest of the 4000 block of Hawthorne Road in October, 2015. Therefore, this rezone is in line with the rest of the 4000 block of Hawthorne Road.

2. How the list of uses permitted by the zoning ordinance would blend with surrounding uses.

FINDING: The Hawthorne corridor, specifically in Chubbuck, consists of a mix of land uses including but not limited to an assisted living center, new high density residential (150-units total); an entrance is provided from Hawthorne Road to the Pine Ridge mall as well as Home Depot. Allstate Call Center is in the general vicinity as well.

The land uses that are listed in Table 17.03.330 are not out of character with those in the general area. The properties to the north are a mix of RCP and RMS zoning districts and are developed with a mix of single family dwellings and a pet boarding facility. The properties to the south are zoned RCP and are developed with single family dwellings. The properties to the west are zoned RMS with a mix of single family dwellings (townhouses and unattached units) and assisted living facilities. The properties to the east are located in the City of Chubbuck and are developed with a mix of commercial and residential high density.

3. If the subject site is physically suitable for the type and intensity of land uses permitted under the proposed zoning district.

FINDING: The lot is undeveloped but is 37,190 square feet and is sufficient to allow development as outlined in the RCP zoning district.

4. If the uses permitted in the proposed zoning district would be adequately served by public facilities and services such as thoroughfares, police and fire protection, drainage, refuse disposal, water, sewer, and schools, to ensure the public health, safety and general welfare.

FINDING: Primary access to the property would be via Hawthorne Road. According to Bannock Transportation Planning Organization (BTPO) Hawthorne Road is designated as a Principal Arterial (PA) from Quinn Road north into Chubbuck extending past Tyhee Road. Hawthorne is designated as a Minor Arterial (MA) south of Quinn Road to W. Alameda Road.

According to the Functional classification update report from BTPO dated April 1, 2013 the PA system carries the major portion of trip's entering & leaving the urban area as well as the majority of through movements desiring to by-pass the Central City. In addition, significant intra-area travel, such as between central business districts and outlined areas. Hawthorne Road is one (1) of two (2) designated north/south Principal Arterials. The other is Yellowstone Avenue.

From Quinn Road north Hawthorne consist of two (2) lanes on the east side a center turn-lane and single lane on the west side adjacent the subject properties. The corridor is capable of handling the traffic that would be generated from development associated with the RCP zoning request. A note was placed on the Ward Park Subdivision, 1st Addition plat that states, "A 15 foot (15') wide roadway and public utility easement adjoining the west side of the existing Hawthorne Road right-of-way line. The land inside the boundary of said easement shall be deeded fee simple to the City of Pocatello for roadway and public utilities upon payment of the appraised fair market value." This would only help to increase the public's health, safety, and general welfare.

The City of Pocatello is also planning significant improvements to the intersection of Hawthorne and Quinn Roads. This will include widening, turn lanes and signalization with curb, gutter and sidewalk. This project will help decrease delays associated with the current 4-way stop increasing the public health and safety of motorists as well as pedestrians. Any development along the corridor will be required to meet all City standards including placement of curb, gutter & sidewalk. This project is planned for construction on 2018.

All infrastructure including water, sewer and utilities are adequate and readily available.

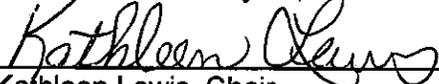
5. If the uses permitted in the proposed zoning district would be compatible in terms of their scale, mass, coverage, density and intensity with adjacent land uses.

FINDING: As noted earlier in this report the property in question abuts residential properties to the West. The maximum height for a residential home in RMS is 35-feet; the maximum height for a structure in RCP is 45-feet. Setbacks in RCP are generally 10-feet however greater setbacks are required where two districts transition. The uses permitted under the RCP designation are more appropriate in this area compared to a Commercial General zoning designation due to the proximity of the Ward Park Subdivision to the west.

6. Whether the proposed zoning designation is consistent with Comprehensive Plan Land Use Map Designation.

FINDING: The Comprehensive Plan Land Use Map Designation for the subject property is "Commercial". The proposed RCP would fall into the designation of "Mixed Use". The mixed use designation is intended to support zoning districts that allow a mixture of compatible residential, commercial and office uses. Staff finds that the zoning of RCP better fits in this corridor considering the nearby residential uses and mix of uses east in Chubbuck.

This recommendation of approval for the request was rendered by the Planning & Zoning Commission on May 11, 2016.



Kathleen Lewis, Chair
Planning & Zoning Commission

Adopted by Commission: 5/11/16

~~Satterfield motioned and Long seconded to recommend approval to City Council for the Eastpointe Hills Subdivision 7th addition to subdivide approximately 3.67 acres into 14 residential lots located north of Daybreak Drive, an extension of Hallmark Drive, per staff recommendations and conditions listed. Those voting in favor were Hancock, Long, Loveland, Satterfield, and Chair Lewis. Motion passed.~~

DRAFT

AGENDA ITEM #4: PUBLIC HEARING – ZONING MAP AMENDMENT

This time has been set aside for the Commission to hear comments from the public regarding a request for a zoning map amendment. The request is by RNR Development, represented by Dioptra, LLC, and is to rezone the lot at Hawthorne Road and Snowbird Avenue (approximately 4175 Hawthorne Road) from Residential Medium Density Single Family (RMS) to Residential Commercial Professional. The Comprehensive Plan Map designation for this area is Commercial.

Terri Neu, Assistant Planner with the City of Pocatello, summarized the staff report. Neu stated that public notice was provided to property owners within 300 feet of the subject property, signage was posted on the property, notice was published in the Idaho State Journal as required per Municipal Code Section 17.02.300, and that no public comments either for or against had been received.

Neu identified that the Comprehensive Plan Map had all properties designated as “Commercial.” She stated that this request better fits in this corridor, considering the adjacent Ward Park neighborhood and mix of commercial and office, and high density residential uses to the east in the City of Chubbuck. Neu also found that the change was in conformance with numerous Goals, Objectives, and Policies of the designation of “Mixed Use” on the Comprehensive Plan Map. Based on the findings, Staff recommends approval of the rezoning request from Residential Medium Density Single Family to Residential Commercial Professional.

Long asked Neu if they City of Chubbuck had to be notified and if they had any issues. **Neu** clarified they were notified, and they did not respond.

Chair Lewis opened and closed the public hearing, as there were no public comments, at 6:39 PM.

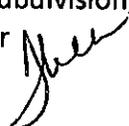
Hancock motioned and **Loveland** seconded to recommend approval to City Council to rezone the lot at Hawthorne Road and Snowbird Avenue (approximately 4175 Hawthorne Road) from Residential Medium Density Single Family (RMS) to Residential Commercial Professional (RCP) per staff recommendations, and to have Chair Lewis sign the Findings of Fact. Those voting in favor were Hancock, Long, Loveland, Satterfield, and Chair Lewis. Motion passed.

AGENDA ITEM #5: CONTINUED PUBLIC HEARING – SUBDIVISION ORDINANCE

The Commission may wish to continue the public hearing on the proposed changes to the Subdivision Ordinance.

~~**Dave Foster**, Associate Planner with the City of Pocatello, stated the PZC met during a work session on May 3, 2016, to discuss the subdivision code. There were a few concerns with the short plat options, dealing with the issuing of building permits prior to development but after recording, and other concerns relating to bonding. Foster provided an outline of the current issues that the Commission was working on in a memo that was sent to the members. Some questions required the input of other departments, such as Public Works, Engineering, and Legal. A meeting was scheduled for Monday, May 16, 2106, with staff, termed as the “Subdivision Committee” to present the information from the May 3 meeting to them, get feedback and options from~~

STAFF REPORT
PLANNING & ZONING COMMISSION
HEARING DATE: May 11, 2016

Applicant: RNR Properties, represented by Dioptra, LLC
Subject: Rezoning property from Residential Medium Density Single-Family (RMS) to Residential-Commercial-Professional Zoning District
Location: 4175 Hawthorne Road (corner of Hawthorne Road and Snowbird Avenue)
Legal Description: Lot 1, Block 7, Ward Park Subdivision, 1st Addition
Staff: Terri Neu, Assistant Planner 
Request:

RNR Properties (mailing address: 435 Mayse Lane, Inkom, ID 83245), represented by Dioptra, LLC (mailing address: 4737 S. Afton Place, Suite B, Chubbuck, ID 83202), has submitted an application for a Zoning Map Amendment from Residential Medium Density Single Family (RMS) to Residential Commercial Professional (RCP).

Background:

The rezone application has been initiated by RNR Development, represented by Dioptra, LLC, pursuant to Municipal Code Section 17.02.180(B)(1). The rezoning request encompasses one lot but is situated between two lots that were rezoned in 2015 from RMS to RCP. The City's Comprehensive Plan Map has all properties designated as "Commercial" therefore a change to the map is not needed as part of this request.

Planning & Zoning Commission Action:

The Planning & Zoning Commission shall hold a public hearing on this matter and render a recommendation. The Commission shall submit findings of fact and recommendations to the City Council within forty-five (45) days following closure of the public hearing.

Municipal Code Provisions:

Based on staff review of the property, surrounding properties and corridor and the fact that the Comprehensive Plan Map has the area designated "Commercial", it was determined that a straight rezoning from RMS to RCP at this location would be appropriate.

Zoning Ordinance 17.02.180(B)(1) – Private Property Owner Initiation: An owner of private property within the municipal boundary of the City of Pocatello or their duly authorized representative, may initiate a request to amend the text of this ordinance or to amend the zoning district map by submitting an application to Planning and Development Services.

Zoning Ordinance 17.02.180(E) – Criteria for Map Amendment: The Planning & Zoning Commission and City Council shall review the facts and circumstances of each proposal in terms of the following standards:

1. How the requested zoning at the location in question would be in the community's best interest.

Applicant's Response: "The proposed zone change from Residential Medium Density Single Family (RMS) to Residential Commercial Professional (RCP) would serve to match the property to the surrounding properties in both permitted and conditionally permitted uses."

Staff Analysis: The Hawthorne corridor, specifically in Chubbuck, consists of a mix of land uses including but not limited to an assisted living center; new high density residential (150-units total); an entrance is provided from Hawthorne Road to the Pine Ridge Mall as well as Home Depot. Allstate Call Center is in the general vicinity as well. The community is in need of additional lands which can accommodate the type of uses that are permitted and conditionally permitted in the RCP zone. The properties are of various square-footages to allow professional office, mixed use development, and limited commercial.

2. How the list of uses permitted by the zoning ordinance would blend with surrounding uses.

Applicant's Response: "The proposed zone change from Residential Medium Density Single Family (RMS) to Residential Commercial Professional (RCP) would serve to match the surrounding properties in both permitted and conditionally permitted uses."

Staff Analysis: The Hawthorne corridor, specifically in Chubbuck, consists of a mix of land uses including but not limited to an assisted living center; new high density residential (150-units total); an entrance is provided from Hawthorne Road to the Pine Ridge Mall as well as Home Depot. Allstate Call Center is in the general vicinity as well.

The land uses that are listed under Table 17.03.330 are not out of character with those in the general area. Properties to the west of the lot in question are zoned RMS. If development occurs in the RCP area Municipal Code Section 17.05.270 would require transitional landscape buffers. The width would be dependent upon the type of land use proposed.

Municipal Code Section 17.03.320(C):Residential/Commercial/Professional District (RCP): The RCP zoning district is intended to accommodate a mix of residential, professional office, and neighborhood commercial uses including business/professional services, convenience retail, personal services, and restaurants, in close proximity to residential areas and major transportation facilities. Residential uses are permitted consistent with the density and requirements of the RH zoning district. Heliports, medical centers, and some utilities are

conditionally permitted. Developments in the RCP zoning district may be used to serve as a buffer between residential areas and commercial and/or industrial areas.

The list of uses Permitted, Restricted, Conditionally permitted, and Nonpermitted in the district are outlined under Table 17.03.330 below:

COMMERCIAL AND MIXED USE ZONING DISTRICTS USE TABLE

P = Permitted	R = Restricted	C = Conditional	N = Nonpermitted		
Use Category		NC	CG	RCP	CC
Residential:					
Group living, supervised		R ² /C	R/C	R ² /C	R ² /C
Group living, unsupervised		R ^{1,3}	R ^{1,3}	R ^{1,3}	R ^{1,3}
Home occupation		R ⁴	R ⁴	P ⁴	R ⁴
Household living		R ¹	R ¹	P	R ¹
Residential daycare		R ⁵	R ⁵	P ⁵	R ⁵
Shelter housing		P	P	P	P
Transitional housing		N	C	N	C
Housing types:					
Accessory dwelling units		C ⁶	C ⁶	C ⁶	C ⁶
Boarding house		R ⁷	R ⁷	R ⁷	R ⁷
Manufactured home units		N	N	P	N
Manufactured/mobile home parks		N	N	N	N
Multi-family dwelling units		R ¹	R ¹	P	R ¹
Residential condominium		N	N	P	N
Single dwelling units, attached (townhouses)		N	N	P	N
Single dwelling units, detached		N	N	P	N
Two-family units		N	N	P	N
Zero lot line dwelling units		N	N	P	N
Civic (institutional):					

Basic utilities	P ⁸ /C	P ⁸ /C	P ⁸ /C	P ⁸ /C
Colleges	C	C	C	C
Community recreation	P	P	P	P
Cultural institutions	P	P	P	P
Emergency services	P	P	P	P
Medical centers	C	C	C	C
Public/social support facilities	P	P	P	P
Religious institutions	C	C	P	C
Schools	C	C	P	C
Social/fraternal clubs/lodges	C	P	P	P
Commercial:				
Commercial lodging	R ⁹	P	R ⁹	P
Eating and drinking establishments	P/C ¹⁰	P	P/C ¹⁰	P/C ¹⁵
Entertainment oriented:				
Adult entertainment	N	R ¹¹	N	R ¹¹
Indoor entertainment	P/C ¹⁰	P	C ¹⁰	P
Major event entertainment	N	C	N	C
Outdoor entertainment	N	P	C ¹⁰	C
General retail:				
Animal related	N	P	N	P
Consumer services	P/C ¹⁰	P	P	P
Outdoor sales	N	P	N	N
Repair oriented	P	P	P	P
Sales oriented	R ¹²	P	R ¹² /C	P
Motor vehicle related:				
Motor vehicle sales/rental	N	P	N	C
Motor vehicle servicing/repair	C	P	C	C

Vehicle fuel sales	C	P	C	C
Nonaccessory parking	C	P	P	P
Office	R ¹³ /C	P	P	P
RV parks	N	C	N	N
Self-service storage	N	C	N	N
U.S. postal service	P	P	P	P
Industrial:				
Industrial services	N	N	N	N
Manufacturing and production:				
Heavy industrial	N	N	N	N
Light industrial	N	C	N	N
Railroad yards	N	N	N	N
Research and development	N	C	C	C
Warehouse/freight movement	N	N	N	N
Waste related	N	N	N	N
Wholesale sales	N	C	N	N
Other:				
Accessory structures	P	P	P	P
Cemeteries	N	N	N	N
Detention facilities	N	C	N	N
Heliports	C	C	C	C
Mining	N	N	N	N
WECS	C	C	C	C
Wireless communication facilities	R ¹⁴	R ¹⁴	R ¹⁴	R ¹⁴

Notes:

1. Residential uses are permitted outright in upper stories, provided that ground floor commercial use is also provided on the property.
2. Group living is allowed as a residential use in existing residential structures and consistent with Idaho state code; in all other cases it is a conditional use.
3. Permitted only in existing residential structures and after meeting all standards for and obtaining a boarding

house permit and license.

4. Permitted only in existing residential structures and subject to the requirements of section [17.06.400](#), "Home Occupations", of this title.

5. Permitted only in existing residential structures and subject to the requirements contained in [title 5, chapter 5.28](#) of this code and elsewhere in this title.

6. Permitted subject to the requirements of section [17.06.100](#), "Accessory Dwelling Units", of this title.

7. Permitted only in existing residential structures and after meeting all standards for and obtaining a boarding house permit and license.

8. The following are permitted outright: water lines, storm sewer lines, retention/detention areas, sanitary sewer lines, and local electrical, gas, cable, or telephone lines or conduit. Specifically excluded are uses such as, but not limited to, substations, satellite facilities, and utility operation centers; all others shall be by conditional use permit.

9. Bed and breakfast facilities with 5 or less guestrooms are permitted. Other types of commercial lodging are nonpermitted.

10. Uses operating before 6:00 A.M. and after 10:00 P.M. and drive-up windows are permitted by conditional use, as governed in section [17.02.130](#), "Conditional Use Permits (CUP)", of this title.

11. Subject further to provisions of [title 5, chapter 5.60](#) of this code governing adult entertainment.

12. Limited to 10,000 gross square feet in size, except retail grocery outlets, which are limited to 40,000 gross square feet; all others shall be by conditional use permit.

13. To a maximum of 10,000 square feet; all others shall be by conditional use permit.

14. See [title 15, chapter 15.42](#), "Wireless Telecommunications Towers And Facilities", of this code for requirements for permitted and restricted facilities.

15. Drive-through operations are allowed through the conditional use permit process.

The zoning and uses surrounding the subject property are described below.

North: Mix of RCP and RMS – developed with a mix of single family dwellings and a pet boarding facility

South: RCP – developed with single family dwellings

West: RMS – developed with a mix of single family dwellings (townhouses and unattached units) and assisted living facilities

East: Chubbuck – Commercial & Residential High density.

3. If the subject site is physically suitable for the type and intensity of land uses permitted under the proposed zoning district.

Applicant's Response: "The stability of existing neighborhoods would be unaffected by the proposed zone change."

Staff Analysis: The lot is undeveloped but is 37,190 square feet and is sufficient to allow development as outlined in the RCP district.

4. If the uses permitted in the proposed zoning district would be adequately served by public facilities and services such as thoroughfares, police and fire protection, drainage, refuse disposal, water, sewer, and schools, to ensure the public health, safety and general welfare.

Applicant's Response: "All public utilities (water, sewer, power, gas, communications) are available to the property and no excessive burden would be placed as a result of the proposed change. Additionally, no change in the delivery of services by any political or public district is anticipated."

Staff Analysis: Primary access to the property would be via Hawthorne Road. According to Bannock Transportation Planning Organization (BTPO) Hawthorne Road is designated as a Principal Arterial (PA) from Quinn Road north into Chubbuck extending past Tyhee Road. Hawthorne is designated as a Minor Arterial (MA) south of Quinn Road to W. Alameda Road.

According to the Functional classification update report from BTPO dated April 1, 2013 the PA system carries the major portion of trip's entering & leaving the urban area as well as the majority of through movements desiring to by-pass the Central City. In addition, significant intra-area travel, such as between central business districts and outlined areas. Hawthorne Road is one (1) of two (2) designated north/south Principal Arterials. The other is Yellowstone Avenue.

From Quinn Road north Hawthorne consist of two (2) lanes on the east side a center turn-lane and single lane on the west side adjacent the subject properties. The corridor is capable of handling the traffic that would be generated from development associated with the RCP zoning request. A note was placed on the Ward Park Subdivision, 1st Addition plat that states, "A 15 foot (15') wide roadway and public utility easement adjoining the west side of the existing Hawthorne Road right-of-way line. The land inside the boundary of said easement shall be deeded fee simple to the City of Pocatello for roadway and public utilities upon payment of the appraised fair market value." This would only help to increase the public's health, safety, and general welfare.

The City of Pocatello is also planning significant improvements to the intersection of Hawthorne and Quinn Roads. This will include widening, turn lanes and signalization with curb, gutter and sidewalk. This project will help decrease delays associated with the current 4-way stop increasing the public health and safety of motorists as well as pedestrians. Any development along the corridor will be required to meet all City standards including placement of curb, gutter & sidewalk. This project is planned for construction on 2018.

All infrastructure including water, sewer and utilities are adequate and readily available.

5. If the uses permitted in the proposed zoning district would be compatible in terms of their scale, mass, coverage, density, and intensity with adjacent land uses.

Applicant's Response: "The scale, mass, coverage, density and intensity will match the surrounding properties given the change to the same zoning."

Staff Analysis: As noted earlier in this report the property in question abuts residential properties to the West. The maximum height for a residential home in RMS is 35-feet; the maximum height for a structure in RCP is 45-feet. Setbacks in RCP are generally 10-feet however greater setbacks are required where two districts transition. The uses permitted under

the RCP designation are more appropriate in this area compared to a Commercial General zoning designation due to the proximity of the Ward Park Subdivision to the west.

6. Whether the proposed zoning designation is consistent with Comprehensive Plan Land Use Map Designation.

Applicant's Response: "The underlying Comprehensive Plan Map designates the property and surrounding properties as Commercial; the proposed zone change will not affect this designation."

Staff Analysis: The Comprehensive Plan Land Use Map Designation for the subject property is "Commercial". The proposed RCP would fall into the designation of "Mixed Use". The mixed use designation is intended to support zoning districts that allow a mixture of compatible residential, commercial and office uses. Staff finds that the zoning of RCP better fits in this corridor considering the nearby residential uses and mix of uses east in Chubbuck.

The following Comprehensive Land Use Goals and Objectives are applicable to this request:

Economic Development Goal 2: Promote employment and income growth and diversification of the City and regional economy.

Economic Development Goal 3: Strengthen the City's accessibility, convenience, desirability and image as a regional shopping center and place to do business.

Objective 3.2: Allow for and encourage the development of a variety of retail and service businesses that are pleasant places for people to shop, work, walk, and congregate.

Objective 3.4: Provide an attractive business environment with new and expanded development of high-quality design that is compatible with existing development.

Land Use Goal 6: Coordinate land use planning with Bannock Transportation Planning Organization and the Idaho Transportation Department plans and programs relating to the existing and developing transportation network in order to provide for the safe and efficient transport of people and goods.

Staff Recommendation:

The Comprehensive Plan Map has all properties designated as "Commercial". The applicant is requesting to rezone the subject properties to RCP which would fall into a designation of "Mixed Use". The mixed use designation on the Comprehensive Plan Map is intended to support zoning districts that allow a mixture of compatible residential, commercial, and office uses. Staff finds that the zoning of RCP better fits in this corridor considering the adjacent Ward Park neighborhood and mix of commercial and office and high density residential uses east in the City of Chubbuck. Staff also finds that the change is in conformance with numerous Goals, Objectives and Policies of the Comprehensive Plan. Based on these findings Staff recommends

RNR Development
REZ 16-758
May 11, 2016 – P&Z Hearing

APPROVAL of the rezoning request from Residential Medium Density Single Family to Residential Commercial Professional.

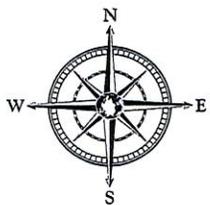
Public Notice:

Proper notice was provided to property owners within 300' of the subject property, signage was posted on the property and notice was published in the Idaho State Journal as required per Municipal Code Section 17.02.300.

Public Comments:

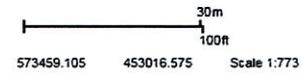
No public comments either for or against have been received.

Attachments: A – 2012 Aerial Photo with property owner location
B – Comprehensive Plan Map
C – Application packet



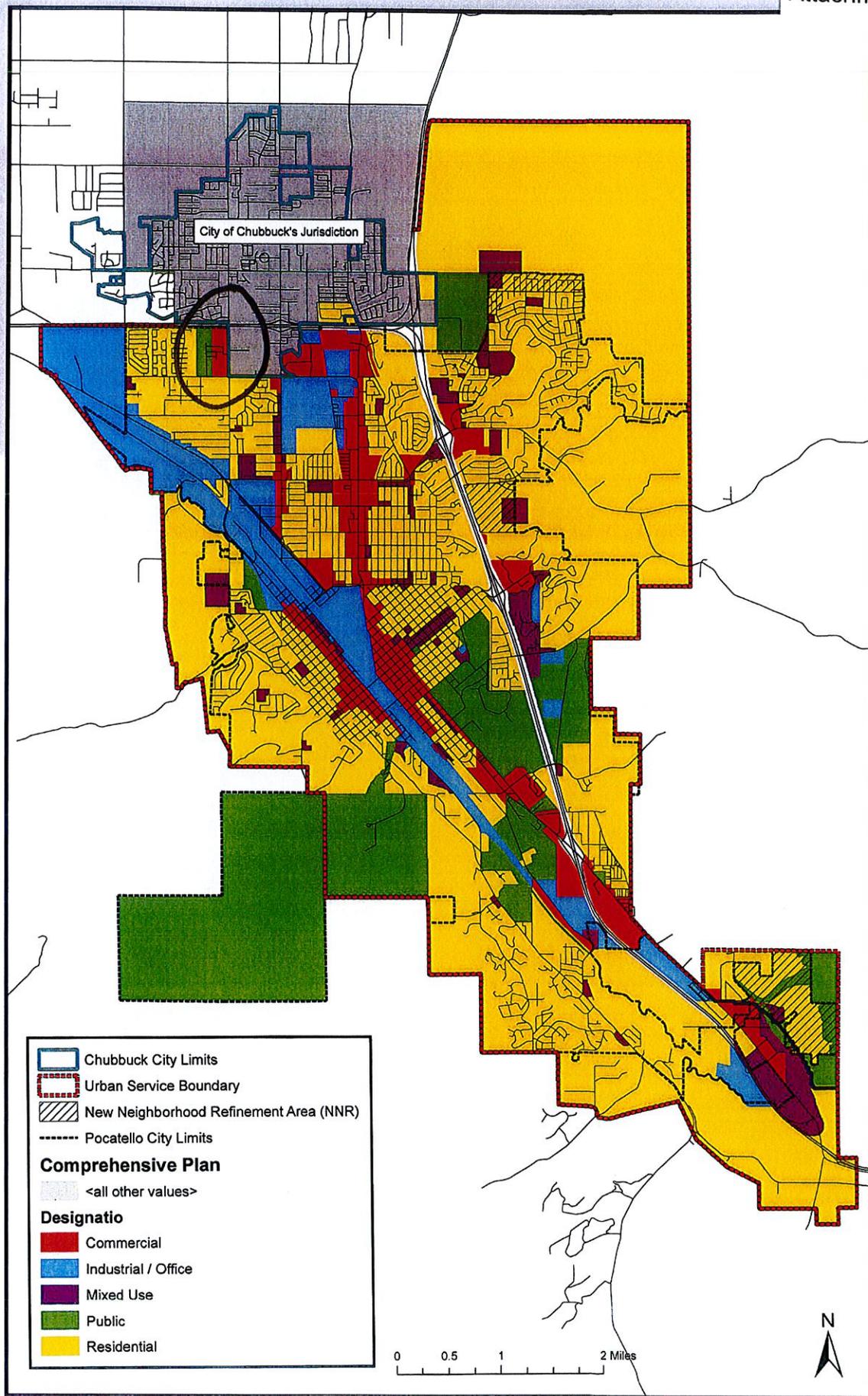
4/15/2016

City of Pocatello Web Map



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

Map 1: 2010 Comprehensive Plan Map





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

Submittal Received 4-15-16 am
Hearing Date: 5-11-16
Staff Contact: TN

Permit No.: 16-758
Receipt #: 100614
Receipt date: 4-15-16

Dates for public hearing or Council consideration will not be scheduled until the application is deemed complete.

ZONE MAP AMENDMENT APPLICATION

Filing Fee: \$726.00 + 30 addresses x \$3.00 = \$ 90 Total Due \$ 816

Applicant

RNR Properties LLC
Name/Firm
435 Mayse Ln, Inkom, ID 83245
Mailing address
208-681-4440
Phone (work/cell/home)

Representative:

Dioptra LLC
Name/Firm
4737 S. Afton Pl, Ste. B, Chubbuck, ID 83202
Mailing address
208-237-7373
Phone (work/cell/home)

Project Information:

Existing Zoning: RMS

Comp. Plan Land Use Designation: Commercial

Proposed Zoning: RCP

Street Address: 4175 Hawthorne Rd, Pocatello ID 83202 TO BE DETERMINED

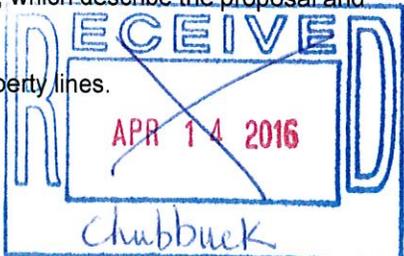
Legal Description: Lot 1 Block 7 Ward Park Subdivision 1st Addition

Does the proposed zone change require a concurrent Comprehensive Plan Land Use Map amendment? Yes No

If yes, what designation is requested? _____ Please provide the information requested in # 8 & 9 below.

THE FOLLOWING INFORMATION MUST ACCOMPANY EACH APPLICATION TO BE COMPLETE

- A. All required filing fees must be paid and all required information must be submitted with your application.
- B. **Two sets of typed**, gummed mailing labels with all of the names and addresses of the property owners within a 300 foot radius of the subject property. A charge of \$3.00 per property owner is required (2 notices will be sent). A signed Affidavit of Mailing List must also be submitted (attached).
- C. Two (2) area plans, one (1) measuring 8-1/2" x 11" and one (1) 18" x 24" (or larger), which describe the proposal and contain the following information:
 - 1. Location of adjoining streets (including public improvements), alleys, and property lines.
 - 2. Identification of surrounding zoning designations.



- D. A title report, property deed, or other legal documentation of ownership of the site in question, whether freehold, option, or lease.
- E. A written analysis of the request must address the following issues:
1. Describe how the proposed zoning or Plan map change would be in the community's best interest.
 2. Describe how would the list of permitted and conditionally permitted uses allowed by the Zoning Ordinance blend with surrounding uses. How will the stability of any existing neighborhoods be affected?
 3. Describe the existing uses of the subject property and describe existing adjacent uses.
 4. Describe how the allowed uses in the proposed zoning district would be compatible in terms of their scale, mass, coverage, density, and intensity with adjacent land uses.
 5. Describe how the requested zoning district is compatible with the underlying Comprehensive Plan map designation (existing or proposed).
 6. Describe the effects of the proposed zone change upon the delivery of services by any political subdivision or public district?
 7. What utilities, public services, and facilities are available at the proposed location? What are or will be the probable effects the variety of permitted uses may have on such services?
 8. If this is a request for a Comprehensive Plan change, is it to correct an error in the existing Plan designation? If yes, the please describe the error.
 9. If this is a request for a Comprehensive Plan change, is it to recognize substantial changes in the actual conditions of the adjacent area since the current Plan designation was adopted? If yes, please describe the changes.

The approval of this application does not permit the violation of any federal or state codes, any section of the Building Code, or other Pocatello Municipal Codes as adopted. Approval of this application does not exempt applicant from the provisions of the federal Fair Housing Act or ADA requirements. Further, other conditions, requirements, etc. may be imposed as part of the building permit process.

This application shall not be considered complete (nor will a hearing before the Planning & Zoning Commission or the City Council be scheduled) until all required information has been submitted and verified along with applicable fees.

I hereby acknowledge that I have read this application and state that the above information is correct and I agree to the above terms and conditions. I am also aware the applicant or a representative must be present at the public hearings.

Signature of Applicant: _____ Date: _____

Signature of Representative:  Date: 4/13/16

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



April 13, 2016

Planning & Development Services
PO Box 4169
911 North Seventh Avenue
Pocatello, Idaho 83205

RE: Zone Map Amendment – Jay Roche

To Whom it may concern:

The property in question is currently vacant and undeveloped. The proposed zone change from Residential Medium Density Single Family (RMS) to Residential Commercial Professional (RCP) would serve to match the property to the surrounding properties in both permitted and conditionally permitted uses. The stability of existing neighborhoods would be unaffected by the proposed zone change. The scale, mass, coverage, density and intensity will match the surrounding properties given the change to the same zoning. The underlying Comprehensive Plan Map designates the property and surrounding properties as Commercial; the proposed zone change will not affect this designation. All public utilities (water, sewer, power, gas, communications) are available to the property and no excessive burden would be placed as a result of the proposed change. Additionally, no change in the delivery of services by any political or public district is anticipated.

Thanks,

A handwritten signature in blue ink, appearing to read "Stewart Ward", is written over a horizontal line.

Stewart Ward, PLS

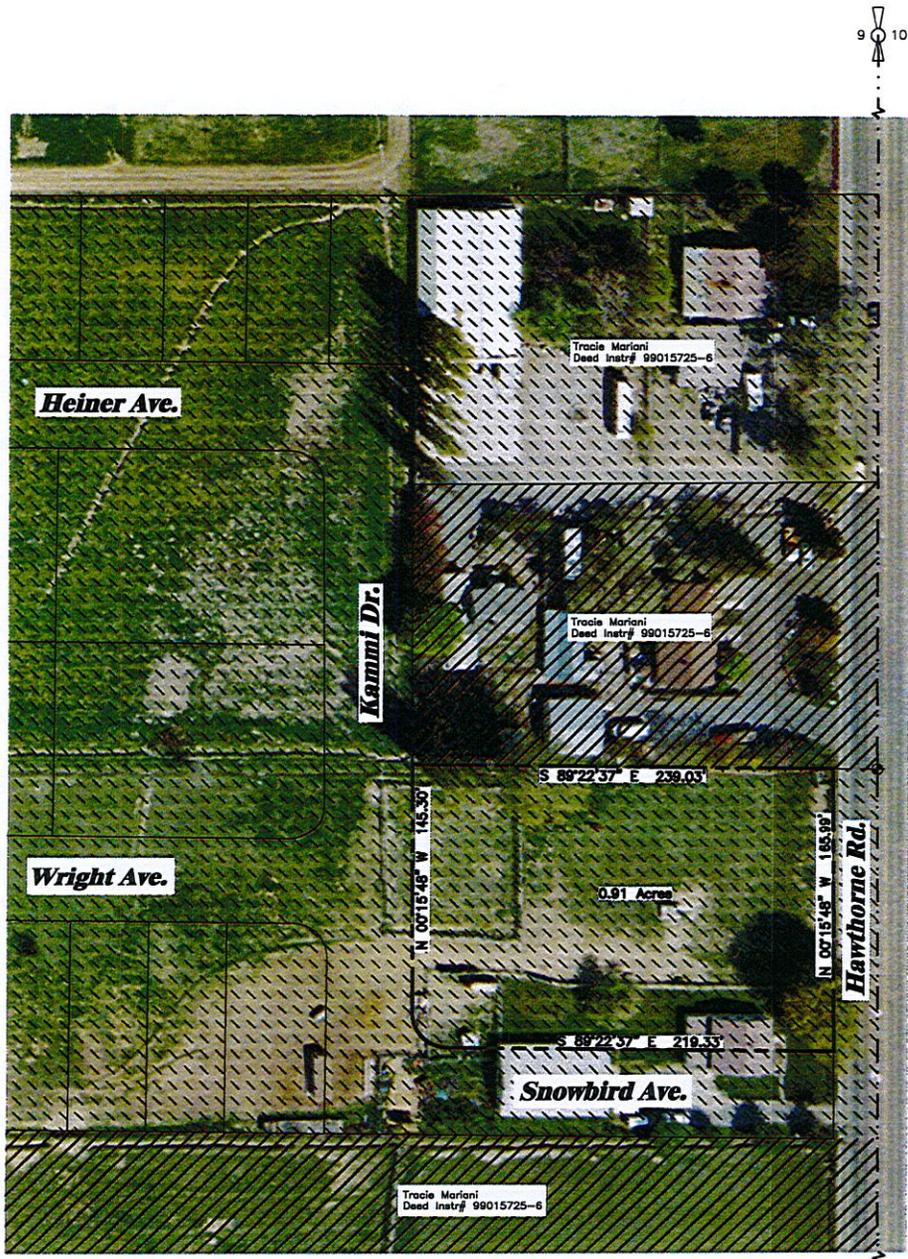
JAY ROCHE

LOCATED IN SE 1/4 SECTION 9,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, OF THE
BOISE MERIDIAN IN THE COUNTY OF BANNOCK.



LEGEND

-  Parcel Boundary
-  Adjoining Parcels
-  Deed Tie
-  Section Line
-  Zoned - Residential Medium Density Single Family (RMS)
-  Zoned - Residential Commercial Professional (RCP)



9 10

9 10
16 15

9 16

 DIOPTRA A Company of Geomatics Professionals 4737 Alton Place, Suite B, Chubbuck, ID, 83202 Ph:208-237-7373 www.dioptrageomatics.com	
JAY ROCHE	
Drawn By: SMB	Scale: 1"=50'
Date: 4-13-16	Project: 16018

Sheet: 1 OF 1

AGENDA

ITEM

NO. 7

EXECUTIVE SUMMARY

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: June 2, 2016



RE: Short Plat – Field Drive Subdivision

Planning & Zoning Commission Recommendation: The Commission considered the subject short plat at their meeting held on May 25, 2016 at which time they recommended approval of the subject plat with the conditions as noted below:

1. **Engineering:** All conditions noted in **Exhibit 1** shall be strictly adhered to prior to recording of an approved plat.
2. **Planning:** If septic is being proposed then the primary and secondary drain fields shall be shown on both lots as part of a recorded plat.
3. All corrections noted by City representatives on the plat shall be completed prior to recording of the plat.
4. All other standards and conditions of Municipal Code not herein stated but applicable to platting and commercial development shall apply.

GENERAL BACKGROUND

- a. **Applicant and Request:** Dylan J. Field (mailing address: 1280 Field Drive, Pocatello, ID 83204) and RMES (600 E. Oak Street, Pocatello, ID 83201) have submitted an application and short plat subdividing approximately 5.49-acres into 2-lots.
- b. **Site Detail:** The subject property is zoned Residential Estate (RE). This designation requires a minimum lot size of 15,000 square-feet for single-family dwellings. The existing lot measures 5.49-acres square-feet (+/-). The applicant is desirous in subdividing the lot into two (2) parcels; Lot-1 Block 1 will encompass 3.66-acres (+/-) and Lot 2 Block 1 will consist of 1.86-acres (+/-). Access to both lots will be via Field Drive.
- c. **Municipal Code:** Staff required submittal of a short plat application based upon the definition of "Subdivision or subdivided land" under 16.08.250. This section defines "subdivision" as, any lot, parcel, or tract of land which is divided into two or more parcels or building sites. Because the plat consists of 4 or fewer lots a short plat procedure is permitted under Code Section 16.30.010.
- d. **Infrastructure Comments:** 1.) Williams Northwest Pipeline has a high-pressure gas line and easement located along the southern boundary of the two parcels. As such the applicant shall make contact with William's representative prior to grading or disturbing any ground entailed in the easement (see condition 2 a. under Exhibit 1); (2) The plat shall show a sanitary sewer easement with a note providing information so the sewer restriction can be signed for Lot 2 Block 1. A note regarding sanitary sewer conditions is required for Lot 1 Block 1 (see condition 2 c. under Exhibit 1)

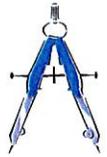


Exhibit 1

Memorandum

To: Matthew Lewis, Planning Manager
From: Merrill Quayle P.E. Public Works/Development Engineer *MB*
Date: May 16, 2016
Re: Field Subdivision (P&Z 5-25-16 and City Council 6-2-16 Agenda)

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

1. Plat

- a. 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. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's associated with this plat. If there are CCR's they need to be submitted for review by the City Legal Department.
- f. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- g. 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. Infrastructure Comments

- a. The water service connection point is located in a pressure zone with high pressures (>100 psi). Individual PRV devices are required to mitigate the high pressure.
- b. Williams-Northwest Pipeline has a high pressure line and easement that runs through the southerly edge of the property and access easement; make contact with Williams's representative prior to any grading or disturbance of the ground in this area.
- c. Show sanitary sewer easement with a note even though it is not with in the plat boundary providing information so the sewer restriction can be signed for Lot 2 Block 1. Also there needs to be information shown for sanitary sewer conditions for Lot 1 Block 1.

**SUBDIVISION APPLICATION
PLANNING & DEVELOPMENT SERVICES DEPARTMENT
STAFF REPORT**

MGF

SUBDIVISION: Field Subdivision

Preliminary:	Final:	Short:XXXXXXXX
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DATE: May 25, 2016
APPLICANT: Dylan J. Field represented by RMES
TITLE REPORT: Title report and legal description was submitted & reviewed
LOTS/UNITS: 2 lot subdivision
PRIMARY PUBLIC ACCESS: Field Drive

Recommendation by Planning & Development Services Staff

Hold Over:	Deny:	Approve:	Approve w/Conditions:XXX
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CONDITIONS

1. **Engineering:** All conditions noted in **Exhibit 1** shall be strictly adhered to prior to recording of an approved plat.
2. **Planning:** If septic is being proposed then the primary and secondary drain fields shall be shown on both lots as part of a recorded plat.
3. All corrections noted by City representatives on the plat shall be completed prior to recording of the plat.
4. All other standards and conditions of Municipal Code not herein stated but applicable to platting and commercial development shall apply.

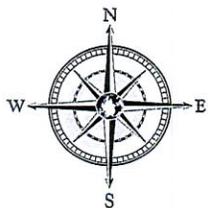
Planning & Zoning Commission Action: The Planning & Zoning Commission may wish to recommend of approval of the short plat with conditions as noted above.

GENERAL BACKGROUND

- a. **Applicant and Request:** Dylan J. Field (mailing address: 1280 Field Drive, Pocatello, ID 83204) and RMES (600 E. Oak Street, Pocatello, ID 83201) have submitted an application and short plat subdividing approximately 5.49-acres into 2-lots.
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5/17/2016

City of Pocatello Web Map

100m
400ft
586261.613 425545.872 Scale 1:3,094



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



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

SHORT PLAT APPLICATION

Submittal Received: 4.8.16 Permit No.: 16-848
Staff Contact: M.L. Receipt #: 105446
PZC Meeting Date: 5.19.16 City Council Date: 6.2.16 Receipt Date: 4.26.16
Filing Fee (see below): Plat \$ 350 + Survey \$ 300 + Plan \$ 0 + Inspections \$ 0 = Total Due \$ 650

PLANNING REVIEW FEES:
Short Plat: \$350.00

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

Applicant:
DYLAN J. FIELD
Name
1280 FIELD DR.
Mailing address
231-8545
Phone (work/cellular/home)

Engineer:
RMES - J. Mitchell Greer P.E., P.L.S.
Firm & Contact
600 Oak Street, Pocatello, Idaho 83201
Mailing address
208-234-0110
Phone (work/cellular/home)

Project Information:
Subdivision Name: FIELD SUBDIVISION Is this a replat? Yes* No
Zoning: RESIDENTIAL ESTATE Comprehensive Plan Land Use Designation: RESIDENTIAL
Location (Section, Township, Range): NE 1/4, NW 1/4 SEC. 12, T. 7 S., R. 34 E., B.M.
General Location: EAST OF SHALE DRIVE AND NORTH OF FIELD DRIVE
WEST 309
Total Acreage: 5.49 ACRES Total Number of Lots: 2 LOTS

TERMS AND CONDITIONS

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

I hereby acknowledge that I have read this application and state that the above information is correct. **THIS APPLICATION SHALL NOT BE CONSIDERED COMPLETE (NOR WILL A HEARING DATE BE SCHEDULED) UNTIL ALL REQUIRED INFORMATION HAS BEEN SUBMITTED AND VERIFIED.**
I am also aware the applicant or a representative must be present at the Planning & Zoning Commission and/or City Council meeting.

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

Signature of Applicant: Dylan J. Field Glenn A. Field Date: 4/7/16

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

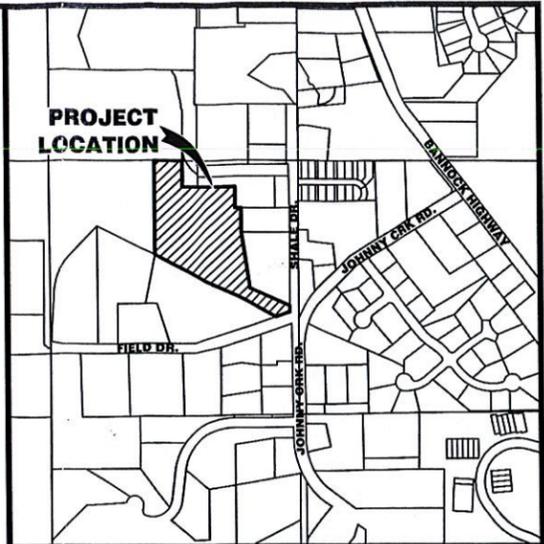
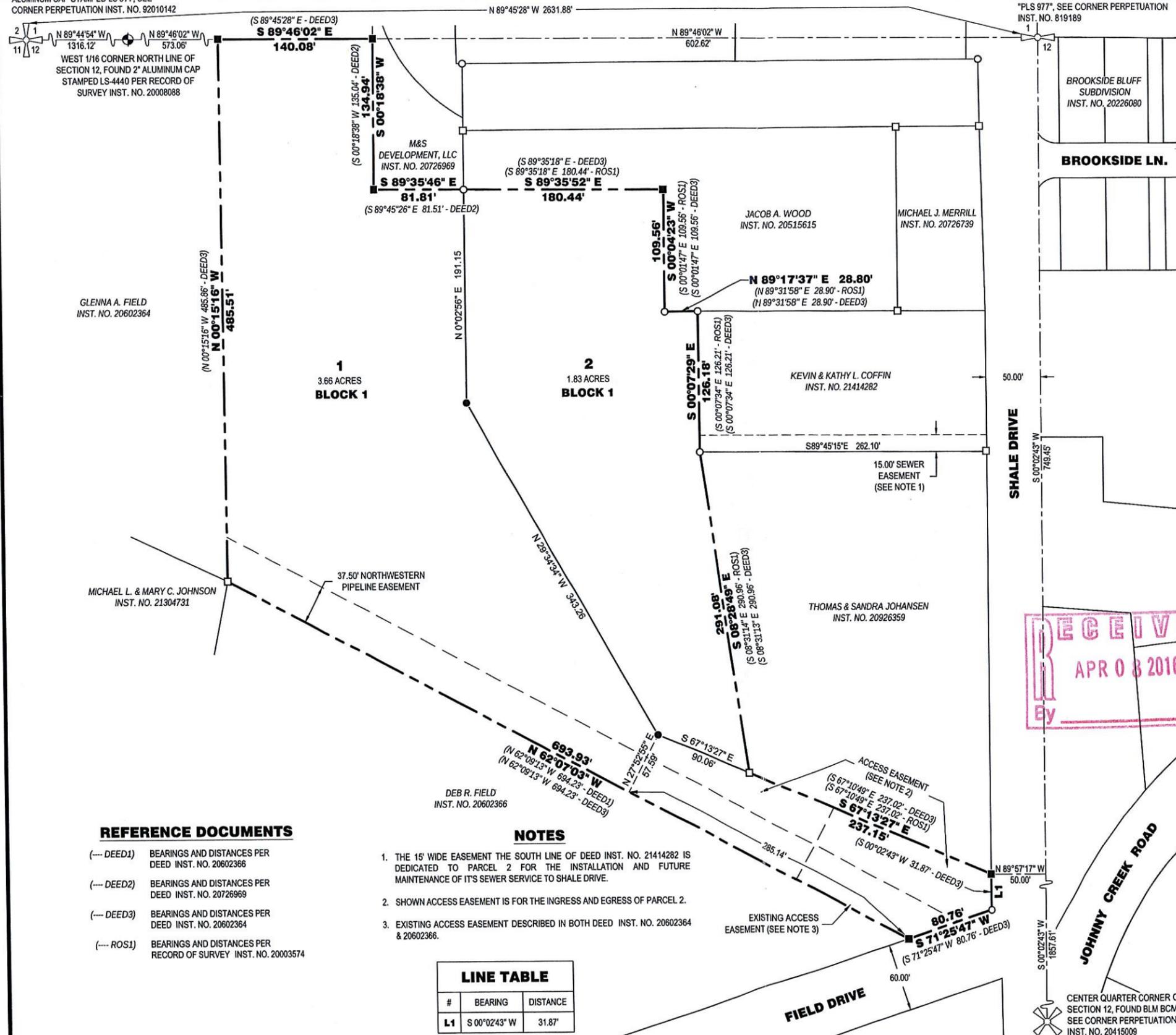
FIELD SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 7 SOUTH, RANGE 34 EAST, B.M., BANNOCK COUNTY, IDAHO

NW CORNER OF SECTION 12, FOUND 2 INCH ALUMINUM CAP STAMPED LS 977, SEE CORNER PERPETUATION INST. NO. 92010142

WEST 1/16 CORNER NORTH LINE OF SECTION 12, FOUND 2" ALUMINUM CAP STAMPED LS-4440 PER RECORD OF SURVEY INST. NO. 20008088

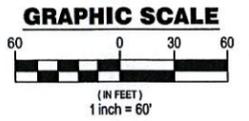
NORTH 1/4 CORNER OF SECTION 12, FOUND 2 INCH ALUMINUM CAP STAMPED "PLS 977", SEE CORNER PERPETUATION INST. NO. 819189



VICINITY MAP

LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND QUARTER CORNER AS NOTED
- FOUND CENTER CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- FOUND 1/2 INCH REBAR NO CAP
- FOUND 5/8 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED "RMES PELS 2341"
- SET 1/2 INCH BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341"
- SET 5/8 INCH REBAR WITH 2 INCH ALUM CAP STAMPED "RMES PELS 2341"
- PARCEL BOUNDARY LINE
- PARCEL LINE
- EXISTING PARCEL LINES
- SECTIONLINE
- EASEMENT SIDELINE
- EXISTING EASEMENT SIDELINE



BASIS OF BEARING

PER CITY OF POCATELLO DATUM BASED ON THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

REFERENCE DOCUMENTS

- (--- DEED1) BEARINGS AND DISTANCES PER DEED INST. NO. 20602366
- (--- DEED2) BEARINGS AND DISTANCES PER DEED INST. NO. 20726969
- (--- DEED3) BEARINGS AND DISTANCES PER DEED INST. NO. 20602364
- (--- ROS1) BEARINGS AND DISTANCES PER RECORD OF SURVEY INST. NO. 20003574

NOTES

1. THE 15' WIDE EASEMENT THE SOUTH LINE OF DEED INST. NO. 21414282 IS DEDICATED TO PARCEL 2 FOR THE INSTALLATION AND FUTURE MAINTENANCE OF ITS SEWER SERVICE TO SHALE DRIVE.
2. SHOWN ACCESS EASEMENT IS FOR THE INGRESS AND EGRESS OF PARCEL 2.
3. EXISTING ACCESS EASEMENT DESCRIBED IN BOTH DEED INST. NO. 20602364 & 20602366.

LINE TABLE		
#	BEARING	DISTANCE
L1	S 00°02'43" W	31.87'

FIELD SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 34 EAST, B.M., BANNOCK COUNTY, IDAHO

RMES
Engineers • Surveyors • Planners

301 58th St. W. #138 • Williston, ND 58801 • (701) 572-0110
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS	SURVEYED BY: J. KRATOCHVIL, J. ELLIOT
1	OFFICE WORK BY: S. O'BRIEN, J. DIXON, J. CORNELISON
2	FIELD BOOK NO: N/A
PROJECT NO: 15061	DATE: APRIL 2016
DRAWING: R115800TH ARCHITECTURE/FIELD DRIVE - 15061/SURVCAD/FIELD SUB FP.DWG	
SCALE: 1 INCH = 60 FEET	SHEET 1 OF 2

FIELD SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12,
TOWNSHIP 7 SOUTH, RANGE 34 EAST, B.M., BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 7 BEING MARKED WITH A BLM BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION INSTRUMENT NUMBER 628488 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 81°14'35" WEST A DISTANCE OF 2032.08 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 548.40 FEET;

THENCE SOUTH 84°28'14" WEST A DISTANCE OF 1004.98 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CRESTVIEW PARK 1ST ADDITION SUBDIVISION, RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INST. NO. 739054;

THENCE FOLLOWING THE EASTERLY BOUNDARY OF SAID CRESTVIEW PARK 1ST ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 280.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF LOIS LANE;
2. CONTINUING NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF LOIS LANE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF CRESTVIEW PARK 2ND ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NO. 91007983;

THENCE FOLLOWING THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID CRESTVIEW PARK 2ND ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 82°39'12" EAST A DISTANCE OF 25.00 FEET;
2. NORTH 7°20'48" WEST A DISTANCE OF 265.43 FEET;

THENCE NORTH 83°34'08" EAST A DISTANCE OF 15.00 FEET;

THENCE NORTH 24°03'56" EAST A DISTANCE OF 222.53 FEET;

THENCE NORTH 82°34'10" EAST A DISTANCE OF 517.30 FEET;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 269.81 FEET;

THENCE NORTH 82°34'10" EAST A DISTANCE OF 330.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.49 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAY L. CORNELISON, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTS SHOWN CONFORMS WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.

JAY L. CORNELISON



DATE

SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1326 TO 50-1329 ON THIS PLAT.

SANITARY RESTRICTIONS ARE SATISFIED AND LIFTED THIS _____ DAY OF _____, 20__.

SOUTHEAST IDAHO PUBLIC HEALTH

CULINARY WATER

ALL LOTS IN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCA TELLO MUNICIPAL WATER SYSTEM.

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER _____ AND ARE HEREBY MADE A PART OF THE PLAT

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO BLOCKS, LOTS AND STREETS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCA TELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCKS, LOTS AND STREETS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE STREETS ARE HEREBY DEDICATED TO THE PUBLIC. LOT 11, BLOCK 3 IS DEDICATED TO THE CITY OF POCA TELLO FOR STORM WATER DETENTION, PUBLIC UTILITIES AND PUBLIC ACCESS EASEMENT. THE EASEMENTS SHOWN ARE GRANTED TO THE PUBLIC FOR PUBLIC UTILITIES, ROADWAY SLOPES, DRAINAGE OR FOR ANY OTHER USE DESIGNATED ON THE PLAT, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF WE OWNERS DO HEREUNTO SET OUR HANDS.

DYLAN J. FIELD

GLENNA A. FIELD

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK

ON THIS _____ DAY OF _____, IN THE YEAR 20__, BEFORE ME, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED DYLAN J. FIELD, AND GLENNA A. FIELD. THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME ON BEHALF OF THE CORPORATION.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THIS DAY AND THIS CERTIFICATE ABOVE WRITTEN.

NOTARY PUBLIC _____

RESIDING AT: _____
MY COMMISSION EXPIRES: _____

COUNTY SURVEYOR'S CERTIFICATE

I, _____, A REGISTERED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING THIS _____ DAY OF _____, 20__.

REVIEWING SURVEYOR _____ NO. _____

CITY SURVEYOR CERTIFICATE

THIS IS TO CERTIFY THAT I, MARK JENSEN, A REGISTERED LAND SURVEYOR, HAVE CHECKED THIS PLAT AND THE COMPUTATIONS SHOWN HEREON AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THERETO.

MARK JENSEN PLS 10343
POCA TELLO CITY SURVEYOR

DATE

CITY OF POCA TELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCA TELLO, IDAHO, THIS _____ DAY OF _____, 20__.

BRIAN BLAD, MAYOR

RUTH WHITWORTH, CITY CLERK

MERRIL QUAYLE, ENGINEER FOR THE CITY

COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1308, IDAHO CODE. I, RADENE BARKER DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH _____

RADENE BARKER

DATE

COUNTY RECORDER'S CERTIFICATE

I ROBERT POLEKI, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BANNOCK, IDAHO ON THIS _____ DAY OF _____, 20__ AT _____ M. AT THE REQUEST OF _____ AND WAS DULY RECORDED

AS INSTRUMENT NO. _____

ROBERT POLEKI, COUNTY RECORDER



FIELD SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 12, TOWNSHIP 7 SOUTH, RANGE 34 EAST, B.M., BANNOCK COUNTY, IDAHO



301 88th St. W. #138 • Williston, ND 58801 • (701) 572-0110
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS	SURVEYED BY: J. KRATOCHVIL, J. ELLIOT
1	OFFICE WORK BY: S. O'BRIEN, J. DIXON, J. CORNELISON
2	FIELD BOOK NO: N/A
PROJECT NO: 15061	DATE: APRIL 2016
DRAWING: R.1515BOOTH ARCHITECTURE/FIELD DRIVE - 15061SURVCAD/FIELD SUB FP.DWG	
SCALE: 1 INCH = 60 FEET	SHEET 2 OF 2

AGENDA

ITEM

NO. 8

REQUEST FOR COUNCIL SELECT FUNDS

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

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

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

Name of organization requesting funds: Southeast Idaho Senior Games (seidahoseniorgames.org)

Individual representing organization: Dana Olson, Executive Director

Address: 427 N. 6th Ave., Pocatello, ID 83201

Phone Dana office: 208-233-2034 E-Mail southeastidahoseniorgames@gmail.com

Date and Place of event being sponsored by the organization: July 8 – 16, 2016 with events taking place at many various Pocatello venues, including: Ross Park, NOP Park, Idaho State University, Riverside Golf Course, Pocatello Senior Activities Center, etc.

Type of event being sponsored by the organization (example: fundraiser for...) Annual SE Idaho Senior Games, hosting over 220 events for those in Pocatello and surrounding communities ages 50 yrs. or better, including: basketball, archery, softball, pickleball, swimming, bowling, table tennis, track & field, cycling, golf & disc golf, billiards, chess, bridge, dance and more.

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

How will the requested funds be used? Please note that Council Select funds **cannot** be used for Park Shelter Rentals. To help assist with the overall costs of providing events for Seniors in the community (examples: event equipment & supplies, event shirts and awards, food for opening & closing celebrations for the games, event publicity & printing costs, etc.).

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

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

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

Why are you requesting these funds from the City of Pocatello? The SE Idaho Senior Games is hopeful that the City of Pocatello will consider supporting efforts to improve and maintain all aspects of positive health in older adults by providing opportunities for competition, social interaction, fun & camaraderie; as well as emphasizing and actively promoting a lifestyle of vitality at any age through regular exercise & constructive activity.

What other sources of funding does your organization have? Other sponsors for the SE Idaho Senior Games include: Portneuf Medical Center, Simplot, Idaho Central Credit Union, Idaho Power, Wilkes Funeral Home, Quinn Meadows, Pocatello Eye Care, Citizens Community Bank, Hirning GMC, Farm Bureau, Pam Maguire, Idaho Skin Institute, Bank of Idaho, One Source.

.....
FOR CITY OF POCATELLO USE ONLY

Date request received 5/20/16

Council meeting date 6/2/16

Action taken on request _____

Date applicant notified _____

AGENDA

ITEM

NO. 9

REQUEST FOR COUNCIL SELECT FUNDS

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

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

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

Name of organization requesting funds: POCATELLO KIWANIS CLUB

Individual representing organization: Tim Shurtliff

Address P.O. Box 295, Pocatello, ID 83204-0295

Phone (208) 242-6747 E-Mail tshurt@q.com

Date and Place of event being sponsored by the organization Tydeman Park, June 25 & 26, 2016

Type of event being sponsored by the organization (example: fundraiser for...) Fundraiser for Pocatello Kiwanis children projects (49th Annual Bing Hong Pancake Breakfast)

If this is a fundraiser, will the money stay in Pocatello? YES, Funds are for local projects

How will the requested funds be used? Please note that Council Select funds cannot be used for Park Shelter Rentals. Funds are needed to reimburse Parks & Rec for moving picnic tables to Tydeman Park

If the request is for City services, have you reserved the services you are requesting? YES

Have you verified the cost of the City services you are requesting? YES

Amount of funds requested: \$200.00 (COST OF SERVICE - 16 TABLES @ \$16 EA = \$256)

Why are you requesting these funds from the City of Pocatello? Every dollar saved form expenses is additional dollars available for the projects Kiwanis sponsors for youth in our community

What other sources of funding does your organization have? Membership Dues. The Pancake Breakfast is the Kiwanis Club fundraiser for local Youth Projects.

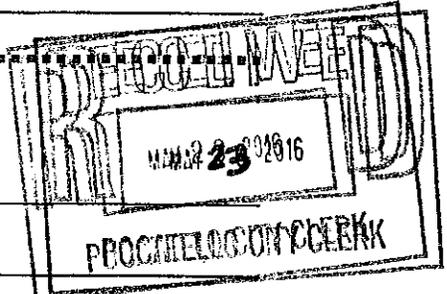
FOR CITY OF POCATELLO USE ONLY

Date request received 5-23-16

Council meeting date 6-2-16

Action taken on request _____

Date applicant notified _____



AGENDA

ITEM

NO. 10

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members

FROM: John Banks, Parks & Recreation Director
Stacie VanKirk, Ross Park Aquatics Complex Manager

RE: **Aid for Friends Homeless Shelter: Continuation of Annual Fundraising Partnership Request**

DATE: June 2, 2016

Aid for Friends Homeless Shelter requests that the City continue its tradition of partnering with them for their annual "Splish-n-Splash" Summer Fundraiser, to be held on Friday, August 12th, 2016 from 5:30pm – 9:30pm at the Ross Park Aquatics Complex.

On June 4, 2015, City Council approved a request for partnership with Aid for Friends Homeless Shelter to provide a summer fundraiser at the Ross Park Aquatics Complex (RPAC). The annual "Splish-n-Splash" Fundraiser includes a fun and exciting evening of pool & slide use, food/water & entertainment for the community, with funds raised being used by Aid for Friends to help provide services to the homeless population in Pocatello, including safe & secure lodging, meals, showers, laundry facilities and personalized case management.

In addition to the inherent community benefit, Parks & Recreation Dept. Staff also views the partnership/fundraiser as a good annual revenue generating opportunity for the City. Traditionally, Friday evenings after 5:00pm at the RPAC are rather lightly attended. RPAC revenues for a typical Friday evening are generally in the \$100 - \$150 range. By Aid for Friends remitting back a portion of the annual "Splish-n-Splash" Fundraiser attendee admittance charges to the City, revenues for Friday, August 12th are expected to be significantly higher.

Specific Aid for Friends remittance amounts back to the City are consistent with the one-half price "Family Night" admission fees already in place for Monday & Wednesday evenings after 5:00pm, as follows:

- | | | |
|----------------------|--------|---|
| • Child (1-6 yrs.) | \$1.00 | <i>*Child general admission regularly \$2.00</i> |
| • Youth (7-17 yrs.) | \$2.50 | <i>*Youth general admission regularly \$5.00</i> |
| • Adult (18-59 yrs.) | \$3.00 | <i>*Adult general admission regularly \$6.00</i> |
| • Senior (60+ yrs.) | \$2.00 | <i>*Senior general admission regularly \$4.00</i> |

Aid for Friends once again estimates that attendance for the fundraiser will be approximately 300. Estimating 75 attendees in each fee category (Child, Youth, Adult & Senior), this would provide the City with approximately \$637.50 in remittance revenues,

or roughly six times the typical Friday evening. Staff also asks that Aid for Friends allow some cushion for possible fluctuation amongst the fee categories, the result being an increased remittance commitment of \$700 maximum.

One other area of note that has been discussed and addressed is the possibility of pool patrons who have already paid the day use fee prior to the fundraiser beginning (i.e. between the 12:00noon pool opening and roughly 5:00pm), but would like to continue to use the RPAC after that time. As in past years, these pool patrons will be welcome to continue use of the RPAC facility and enjoy the Aid for Friends Fundraiser entertainment, as well as offered the opportunity to purchase food if desired for a \$5 charge.

Staff recommends that the City continue its tradition of partnering with Aid for Friends Homeless Shelter for their annual “Splish-n-Splash” Summer Fundraiser, to be held on Friday, August 12th, 2016 from 5:30pm – 9:30pm at the Ross Park Aquatics Complex, and in future years, barring any significant change or changes to events and/or fees & revenue remittance amounts.



Administration Office (208) 232-0178 / 210 E. Center Suite A, Pocatello, ID 83201
Emergency Shelter (208) 232-5669 / 653 S. 4th, Pocatello, ID 83201
P. O. Box 4233, Pocatello, Idaho 83205

Aid for Friends Homeless Shelter: Fundraising Partnership Proposal

To: City of Pocatello: Mayor Blad and City Council / Parks & Recreation Dept.

Event Name: 4th Annual Aid for Friends "Splish & Splash" Summer Fundraiser

Event Location: Ross Park Aquatic Complex

Event Date: Friday, August 12, 2016

Event Time: 5:30 pm – 9:30 pm

Background Information: Aid for Friends Homeless Shelter provides services for the homeless population in Pocatello including safe, secure lodging, meals, showers, laundry facilities and personalized case management. Shelter operation costs increase each year with the number of homeless individuals and families in our community requesting services. Due to continuing decreases in annual governmental fund resources, Aid for Friends must supplement funding needed for Homeless Shelter services by organizing and conducting two major fundraisers per year to help bridge the financial gap.

Partnership Proposal: In the spirit of working cohesively together to serve the community, Aid for Friends Homeless Shelter would like to once again respectfully request that the City of Pocatello continue its tradition of partnering with us for this year's "Splish & Splash" Summer Fundraiser, to be held on Friday, August 12, 2016 from 5:30 pm – 9:30 pm at the Ross Park Aquatics Complex. Our fundraiser will consist of swimming, prizes, giveaways, food, water and entertainment. We request that Council continue to grant Aid for Friends permission to provide these activities, in conjunction with the Ross Park Aquatics Complex, and as a way for the community to support our local homeless shelter in a fun and exciting atmosphere. We will also be working to gain support from our residents and community leaders, and our goal for this year's fundraiser is to increase as much awareness and financial resources as is possible, to help fund the important services we provide for the homeless population in Pocatello.

Revenue Partnership Opportunity & Ticket Prices: In addition to a fundraising opportunity for provided community services, Aid for Friends is hopeful that this partnership continues to serve as a healthy revenue source for the City. This is accomplished by capturing a significantly higher attendance to the Ross Park Aquatics Complex than is normally seen on a Friday evening, which is typically not heavily attended, per facility Manager Stacie Van Kirk. As in past years, we will be charging \$10 per ticket, which includes pool access, slide, food, water and entertainment. A family of four may purchase discounted tickets for \$30. We then remit a portion of each ticket sold, up to \$700 maximum, back to the City as a source of partnership revenue.

Aid for Friends has coordinated with Parks and Recreation Director, John Banks, and Ross Park Aquatics Complex Manager Stacie VanKirk. Both remain supportive of this joint enterprise.

Thank you for your consideration of our continued partnership request, and for your support of Aid for Friends Homeless shelter throughout the years. Please contact me at (208) 232-0178 if you have any questions.

Sincerely,


BJ Stensland, Executive Director

**AGENDA
ITEM
NO. 11**

City of Pocatello
Parks & Recreation Department

SPECIAL EVENT APPLICATION

*Instructions: PRIOR to completing this form, Coordinators must read the "Conditions of the Concession Permit"
If filling out the application in handwritten form, please PRINT CLEARLY.
Thoroughly answer EVERY question on the application.*

Incomplete or unreadable applications will not be considered for approval.

Application Date: May 10, 2016

Name of Event/Group: Spinderella

For Profit Non Profit (proof required)

Coordinator/Representative (C/R) (First & Last Name): DaNae Young

Organization Address: 3758 Dove Drive

City: Pocatello State: ID Zip: 83201

Coordinator/Representative Phone: Day: 208-221-9300 Night: 208-221-9300
Cell: 208-221-9300

Coordinator/Representative EMAIL address:
dy83202@yahoo.com

Alternate Contact Name: Steve Young Phone: 208-221-9301

• **Description of Event:** Spinderella is a ladies-only bicycle ride with 5 distances (10, 22, 50, 70 & 100 miles), catering to beginners riders. We are a 501(C)3 organization, 100% volunteer giving back to our community & promoting health.

• **Proposed location:** Lower Ross Park, south of band shelter and baseball fields

• **Date(s) of Special Event:** June 17th & 18th

• **Time of Event (Include set up/tear down time):** June 17: noon to 9:00 PM; June 18: 5:00 AM - 5:00 PM

• **Number of vendors expected to participate in event*:** approximately 4-5
**Special Event Coordinator is required to collect all COMPLETED Vendor Concession Applications, required additional documents & permit fees for submission to the Parks & Recreation Department at least 10 days PRIOR to the event.*

• **Any special requirements:** None

(Please complete both sides of the application)

AMERICAN FAMILY BROKERAGE, INC. (GATEWAY
 UNDERWRITERS AGENCY, INC.)
 Mail Stop WT, 6000 American Parkway
 Madison, WI 53783-0001
 Phone: (608) 242-4100
 Fax: (866) 254-2164

To: American_Family_Brokerage

* BINDER *
 02/05/2016

Attn: Marc L Johnson
 brokera3@amfam.com,mjohnson@amfam.com

Renewal Of: NEW

From: Alexandra Hudzinski
 ss--id-or-wa@amfam.com

Insured: Pocatello Women's Cycling
 DBA: Spinderella 2016

Thank you for your order to bind. We appreciate your business! We have bound the below coverage. Policy to Follow Shortly

POLICY INFORMATION

COMMERCIAL LIABILITY POLICY	
Policy Number:	CL 1737098
Policy Period:	06/18/2016 to 06/20/2016
Carrier:	United States Liability Insurance Company
Status:	Admitted
A.M. Best Rating:	A++ (Superior) - IX
COVERAGE PART	PREMIUM
Commercial Liability	\$655.00
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit (Any One Person/Organization)	\$1,000,000
Medical Expense Limit (Any One Person)	\$1,000
Damages To Premises Rented To You (Any One Premises)	\$100,000
Products/Completed Operations Aggregate Limit	See See L-535
General Aggregate Limit	\$2,000,000
POLICY PREMIUM	\$655.00

Location of All Covered Special Event(s)

1 - 1740 Granite Dr, Pocatello, ID 83201

APPLICABLE FORMS & ENDORSEMENTS

The following forms apply to the Commercial Liability coverage part

CG0001 12/07	Commercial General Liability Coverage Form	CG0068 05/09	Recording And Distribution Of Material Or Information In Violation Of Law Exclusion
CG2011 04/13	Additional Insured-Managers or Lessors of Premises	CG2026 04/13	Additional Insured-Designated Person or Organization
CG2107 05/14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability - Limited Bodily Injury Exception Not Included	CG2136 03/05	Exclusion - New Entities
CG2139 10/93	Contractual Liability Limitation	CG2144 07/98	Limitation Of Coverage To Designated Premises

AGENDA

ITEM

NO. 13

Deaton & Company, Chartered
 Certified Public Accountants
 215 North 9th, Suite A
 Pocatello, Idaho 83201-5278
 (208) 232-5825
 Members of Idaho Society of Certified Public Accountants
 Members of American Institute of Certified Public Accountants



April 25, 2016

City of Pocatello
 Joyce Stroschein, CPA CGFM
 PO Box 4169
 Pocatello, ID 83201

Dear Joyce

Based on our discussion to extend our contract for audit services under the terms of the request for proposal from September 2001, we are proposing the following fixed fees. We understand that the terms of the engagement are the same as the original proposal and agree to abide by those terms.

We do not anticipate any major increases in fees from 2016 to 2020. We only anticipate cost of living adjustment increases.

Fixed Fees For Fiscal Years Ended:	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020
Financial Audit:	\$ 34,000	\$ 34,425	\$ 34,975	\$ 35,425	\$ 35,975

If the City agrees to this proposal, please have Mayor Blad sign and date the enclosed copy and return to us.

Sincerely,

DEATON & COMPANY, CHARTERED

Doran Lambson, CFE, CPA

The City of Pocatello agrees to the above proposal for audit services.

 Brian Blad, Mayor

Date: _____

APPROVED BY LEGAL

Date 5/20/16 Atty (Signature)

Comments on k-fa Mayor to sign.

Deaton & Company, Chartered
Certified Public Accountants
215 North 9th, Suite A
Pocatello, Idaho 83201-5278
(208) 332-5825
Members of Idaho Society of Certified Public Accountants
Members of American Institute of Certified Public Accountants



April 25, 2016

City of Pocatello
Joyce Stroschein, CPA CGFM
PO Box 4169
Pocatello, ID 83201

Dear Joyce

Based on our discussion to extend our contract for audit services under the terms of the request for proposal from September 2001, we are proposing the following fixed fees. We understand that the terms of the engagement are the same as the original proposal and agree to abide by those terms.

We do not anticipate any major increases in fees from 2016 to 2020. We only anticipate cost of living adjustment

Fixed Fees For Fiscal Years Ended:	9/30/2016	9/30/2017	9/30/2018	9/30/2019	9/30/2020
Financial Audit:	\$ 34,000	\$ 34,425	\$ 34,975	\$ 35,425	\$ 35,975

If the City agrees to this proposal, please have Mayor Blad sign and date the enclosed copy and return to us.

Sincerely,

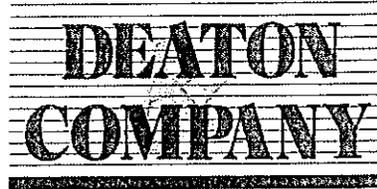
DEATON & COMPANY, CHARTERED

Doran Lambson, CFE, CPA

The City of Pocatello agrees to the above proposal for audit services.

Deaton & Company, Chartered
Certified Public Accountants
215 North 9th, Suite A
Pocatello, ID 83201-5278
(208) 232-5825

Members of Idaho Society of Certified Public Accountants
Members of American Institute of Certified Public Accountants



May 9, 2011

City of Pocatello
Joyce Stroschein, CPA CGFM
PO Box 4169
Pocatello, ID 83201

Dear Joyce

Based on our discussion to extend our contract for audit services under the terms of the request for proposal from September 2001, we are proposing the following fixed fees. We understand that the terms of the engagement are the same as the original proposal and agree to abide by those terms.

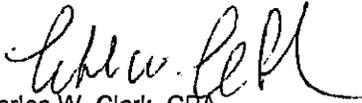
We do not anticipate any major increases in fees from 2011 to 2015. We only anticipate cost of living adjustment

Fixed Fees For Fiscal Years Ended:	9/30/2011	9/30/2012	9/30/2013	9/30/2014	9/30/2015
Financial Audit:	\$ 32,275	\$ 32,275	\$ 32,975	\$ 33,575	\$ 33,975

If the City agrees to this proposal, please have Mayor Blad sign and date the enclosed copy and return to us.

Sincerely,

DEATON & COMPANY, CHARTERED


Charles W. Clark, CPA

The City of Pocatello agrees to the above proposal for audit services.



Brian Blad, Mayor



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MUNICIPAL AFFILIATES
Procurements

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What is piggybacking and how does it relate to purchasing?

Piggybacking saves the city from incurring the time and expense of the competitive bidding process by relying on contracts for goods or services competitively bid by the federal government, State of Idaho, or another Idaho unit of local government (Idaho Code 67-2803(1)). This includes purchases from federal General Services Administration schedules and federal Multiple Award Schedules.

What are personal services and are we required to go through competitive bidding when awarding a contract for such services?

Idaho Code 59-514 defines personal services as "performance for remuneration (i.e. compensation) by an individual on a specified contractual basis of specialized professional or consultive expertise germane to administration, maintenance or conduct of governmental activities which require intellectual or sophisticated and varied services, dependent upon facilities, invention, imagination or a specific talent which the state or the taxing entity itself cannot provide or accomplish."

Common examples of personal services include planning consultants, digital mapping services, software maintenance, etc. These services are exempt from competitive bidding requirements (Idaho Code 67-2803(4)).

Idaho Code 59-514 requires cities to publish legal notice in the official city newspaper within 15 days of entering into a personal service contract in excess of \$10,000 per year. The notice must include: the parties, the amount of compensation and a brief description of the work to be performed.

Are we required to go through competitive bidding for professional services?

No, Contracts for professional services such as legal, accounting, auditing, and appraisal services and real estate agents are not required to be competitively bid and cities may select the professional that best meets the



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city's needs (Idaho Code 67-2803(1)). The only exception is for design professionals, such as engineers, land surveyors and landscape architects, who must be selected according to a quality-based selection process (Idaho Code 67-2320).

H. Smith

D. Lazoran

K. Goldman

What are the competitive bidding requirements for purchasing goods or services?

Purchases under \$25,000: The city may purchase from any vendor selected by the city council, as the council determines to be in the best interests of the city (Idaho Code 67-2803(2)). The city may prescribe additional procedures in a procurement policy.

Purchases between \$25,000 and \$50,000: The city must make a written solicitation for bids (by fax, email, mail or hand delivery) to at least three vendors **selected by the city**, describing the goods or services to be purchased. The request must describe the method for vendors to submit their written bids (electronically or by physical delivery) and the date and time by which bids must be received by the clerk or other authorized official. The request must provide the vendors at least three business days to respond, except in an emergency (Idaho Code 67-2806).

When the bids are received, they are compiled and submitted to the city council (or an official authorized by the council) **for approval of the lowest responsive bid** or all bids are rejected and the process starts over again. If two or more vendors tie for the lowest bid, the council or its authorized official may select either vendor at its discretion.

Purchases in Excess of \$50,000: The purchase must be made following a competitive sealed bid process from the qualified vendor submitting the lowest bid in compliance with bidding procedures and meeting the city's specifications (Idaho Code 67-2806). The city council may also preauthorize the purchase of equipment at public auction.

The process to obtain bids begins when the city publishes two legal notices soliciting bids in the official city newspaper. The first notice must be published at least two weeks before bid opening; the second notice must be published at least a week prior to bid opening. The notice must succinctly describe the goods or services to be procured and must state that specifications, bid forms, instructions, contract documents and other information are available upon request to any interested bidder.

The city may require bid security of up to 5 percent of the amount of the bid. If security is required, a bid may not be considered unless security is provided in the form required by the city, including:

- Cash,
- Cashier's check payable to the city,
- Certified check payable to the city, or
- Bidder's bond executed by a qualified surety company payable to the city.

Any bid received by the city may not be withdrawn after the time set for opening of bids. Sealed bids must be opened in public at the date, time and place specified in the published notices and thereafter be compiled and submitted to the city council. The city council may award the contract to the vendor submitting the lowest responsive bid or the council may reject all bids and go through the process again. If two or more bids are the same and are the low bids, the city council may accept either in its discretion.

What are the competitive bidding requirements for procurement of public works construction?

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Idaho Statutes

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TITLE 67
STATE GOVERNMENT AND STATE AFFAIRS
CHAPTER 28
PURCHASING BY POLITICAL SUBDIVISIONS

67-2803. EXCLUSIONS. The procurement requirements established in this chapter shall not be applicable to:

- (1) The acquisition of personal property when the procurement duplicates the price and substance of a contract for like goods or services that has been competitively bid by the state of Idaho, one (1) of its political subdivisions, or an agency of the federal government;
- (2) Contracts or purchases wherein expenditures are less than twenty-five thousand dollars (\$25,000), provided such contracts or purchases shall be guided by the best interests of the political subdivision procuring the goods and services as determined by the governing board;
- (3) Disbursement of wages or compensation to any employee, official or agent of a political subdivision for the performance of personal services for the political subdivision;
- (4) Procurement of personal or professional services to be performed by an independent contractor for the political subdivision;
- (5) Procurement of an interest in real property;
- (6) Procurement of insurance;
- (7) Costs of participation in a joint powers agreement with other units of government;
- (8) Procurement of used personal property by irrigation districts, drainage districts and their boards of control; or
- (9) Federal government general services administration (GSA) schedules or federal multiple award schedules (MAS).

History:

[67-2803, added 2005, ch. 213, sec. 37, p. 669; am. 2009, ch. 174, sec. 1, p. 554; am. 2010, ch. 123, sec. 1, p. 269; am. 2011, ch. 320, sec. 1, p. 937.]

[How current is this law?](#)

[Search the Idaho Statutes](#)

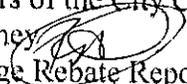
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AGENDA

ITEM

NO. 14

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
 FROM: Rich Diehl, Deputy City Attorney 
 RE: Engagement Letter for Arbitrage Rebate Report
 DATE: May 25, 2016

I have reviewed the above referenced Agreement and it meets with my approval for the Mayor's signature once the Council has so authorized. The Agreement is for services which are required to be done pursuant WPC bond.

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

NE [illegible]

[Faint, illegible text]

[Faint, illegible text]



February 16, 2016

Ms. Joyce Stroschein, CPA, CGFM, Chief Financial Officer
City of Pocatello, Idaho ("Issuer")
P.O. Box 4169
Pocatello, ID 83205-4169

ENGAGEMENT LETTER FOR ARBITRAGE COMPLIANCE SERVICES

CONTROL #11.00

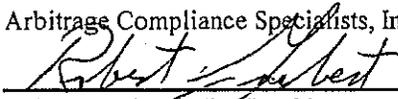
\$22,315,000.00 IDAHO BOND BANK AUTHORITY REVENUE BONDS, SERIES 2015A

Arbitrage Compliance Specialists, Inc. ("ACS") is pleased to present our fees to provide arbitrage compliance services for the Issuer. Our firm has distinctive legal and accounting experience with arbitrage compliance services dating back to the inception of the arbitrage rebate regulations of 1986. ACS is one of the most prominent and well-respected providers of arbitrage compliance services in the nation. ACS' staff members are accounting professionals who have extensive knowledge of governmental accounting, accounting allocation methods and legal interpretation skills to compute the lowest permissible liability allowed. We pride ourselves on our unprecedented commitment to each and every client we represent.

ACS has provided a fee schedule to encompass the various elements that we may encounter during the calculations. ACS' fees are derived by the number of years included in the calculation. The fee schedule listed on page 2 provides fees for reports covering the applicable periods. Each calculation includes both a legal opinion and a CPA opinion to provide assurance that the calculations were completed according to Section 148(f) of the Internal Revenue Code of 1986 that governs the arbitrage rebate requirements (the "Tax Code").

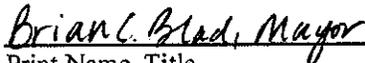
We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext.7536.

Sincerely,
Arbitrage Compliance Specialists, Inc.


Robert Goubert, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to Robert@rebatebyacs.com.

Accepted by – Signature


Print Name, Title Date

Bond Compliance Program Services:	Fees
Arbitrage Rebate Calculation Interim: 03/05/2015 to 03/05/2016	\$1,000.00
Subsequent Annual Arbitrage Rebate Calculations through 5th Year; 03/05/2020	\$1,000.00

Arbitrage Rebate Calculation Services	
Spending Exception Calculations (Per 6-Month Report Period)	Included
Debt Service Reserve Fund Analysis	Included
Commingled Funds and / or Transferred Proceeds	Included
Preparation of IRS Form 8038-T and IRS Filing Instructions	Included
Legal Services	
IRS Audit Assistance (For Bond Issues Completed By ACS)	Included
Post-Calculation Services	
Debt Compliance Monitoring Service	Included
Record Retention Service	Included

Calculation Services

1. Review the documents related to the debt issue to include the Official Statement, Tax Certificate, IRS Form 8038-G and CPA Verification Report.
2. Complete an in-depth analysis of the debt structure by our in-house tax attorney to determine if the debt issue is subject to rebate and/or yield restriction and identify applicable exceptions.
3. Monitor IRS filing deadlines, election requirements and restricted periods in our database tracking system to ensure timely reporting.
4. Perform the rebate, yield restriction/yield reduction or spending exception/penalty calculations in compliance with Internal Revenue Code of 1986.
5. Provide calculations with legal opinion and CPA certified professional opinion that can be relied upon by the Issuer regarding the liability. The report will provide supporting documentation to include the calculation method employed, assumptions and conclusions.
6. Prepare payment Form 8038-T with detailed filing instructions for accurate and timely filing to the IRS, if applicable.

Support Services

7. Discuss the report and findings to ensure a complete understanding of the procedures and recommendations in such report.
8. Prepare a debt compliance monitoring schedule that identifies all-important relevant information by issue including prior calculations, liability amounts, future calculation due dates and important status notes.
9. Advise on how future changes in the Tax Code may affect the debt issue.
10. Provide technical assistance and consultation in matters related to the arbitrage compliance regulations.
11. Assist in the IRS record retention requirements, which include storage of records related to the debt issue.
12. Provide no cost audit support in the event of an IRS audit.

AGENDA

ITEM

NO. 15

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
 FROM: Rich Diehl, Deputy City Attorney 
 RE: Agreement with CenturyLink (IT)
 DATE: March 14, 2008

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This Agreement is for upgrading the telephone system in City Hall.

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

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and CITY OF POCATELLO - ID ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before July 8, 2016 ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable..

CUSTOMER: CITY OF POCATELLO - ID

CENTURYLINK COMMUNICATIONS, LLC

Authorized Signature
Brian C. Blad
Name Typed or Printed
Mayor
Title
Date

Authorized Signature
Name Typed or Printed
Title
Date

Customer's Address for Notices: 911 N 7TH AVE, POCATELLO, ID 83205;

Customer's Facsimile Number: (000) 000 - 0000

Person Designated for Notices: General Counsel

1. **Services.** Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") and any associated offer attachments attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. The documents attached to the Agreement as of the Effective Date and incorporated by this reference are shown below. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC.

▪ **Select Advantage Service Exhibit (for CPE and Professional Services)**

2. **Term.** Customer has selected an "Initial Term" of the Agreement of three years (Code: 600053). At the end of the Initial Term, this Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with this Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. **Rates.** Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. **Payment.** CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a \$15 MRC for each full paper invoice provided to Customer or a \$2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

5. **Confidentiality.** Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

6. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

7. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

9. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

9.2 Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

9.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

9.4 Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

10. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. Termination.

11.1 Service. Either party may terminate an Individual Service or a Service Exhibit: (a) in accordance with the Individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

11.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

11.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

12. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer

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may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

13.3 Independent Contractor. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

13.4 ARRA. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F.R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(ii).

13.6 Installation, Maintenance and Repair

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

(a) **Billing Disputes.** If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) **Governing Law; Forum.** The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

(c) **Waiver of Jury Trial and Class Action.** Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) **Limitations Period.** Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

13.8 No Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard

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service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

13.9 Transport Services. The parties acknowledge that the Federal Communications Commission's reliability rules mandates the identification and tagging of any circuits or equivalent data paths ("Transport Services") to public safety answering points that are used to transport 9-1-1 calls and information ("9-1-1 Data"). Customer agrees to cooperate with CenturyLink regarding compliance with these rules and will notify CenturyLink of all Transport Services Customer purchases under this Agreement that are utilized to transport 9-1-1 calls and 9-1-1 Data.

13.10 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

13.11 Amendments; Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.12 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.

13.13 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.14 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax 866.887.6633, e-mail: GBMdisconnects@Centurylink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.15 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at <http://qwest.centurylink.com/legal/>.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at http://www.centurylink.com/tariffs/clc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at <http://www.centurylink.com/tariffs>.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

**CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK® SELECT ADVANTAGE® SERVICE EXHIBIT**

1. General; Definitions. This Service Exhibit for Products and Services (collectively "Solutions") is attached to and subject in all respects to the CenturyLink Total Advantage or CenturyLink Loyal Advantage agreement between CenturyLink QCC and Customer. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Solutions under the terms of the Agreement, the Service Exhibit, Purchase Order and/or SOW. This Service Exhibit may not be used for the purchase of voice, data or IP services. In the event of a conflict in any term of any documents that govern the provision of Solutions hereunder, the following order of precedence will apply in descending order of control: any SOW, any Detailed Description(s), this Service Exhibit, the Agreement, and any PO. With respect to the Agreement, "Service" is replaced by "Solution" as defined herein, and "Order Form" is replaced with "Purchase Order" as defined herein.

"Change Order" means any change, submitted by Customer to CenturyLink or CenturyLink to Customer, to a SOW that was previously agreed upon by CenturyLink and Customer. Customer will be responsible for all charges related to such SOW Change Order.

"CPE" means either: (a) Customer Purchased Equipment, or (b) Customer Premises Equipment; and consists of hardware, software and materials used in the transport and/or termination/storage of data and voice transmission.

"Detailed Description(s)" means the terms and conditions of the Solution provided by CenturyLink which are posted at <http://www.centurylinkselectadvantage.com/>.

"Products" means CPE and Software offerings from CenturyLink.

"Purchase Order" or "PO" means either (a) a written document issued by Customer for the procurement of Solutions from CenturyLink; or (b) a CenturyLink quote or service order signed by Customer.

"Services" means offerings from CenturyLink that (a) install, maintain or manage CPE; (b) support Customer network management objectives, or (c) are consulting, professional, technical, development, and/or design services.

"Software" means software license offerings.

"SOW" means a statement of work that provides specific details, agreed to by CenturyLink and Customer, relating to the Solution purchased under a PO or the SOW. Agreement on the terms of the SOW will be satisfied by CenturyLink sending the final version of the SOW to Customer; and Customer's signature on the SOW.

2. CenturyLink Select Advantage Solutions.

2.1 Purchase. Customer may purchase Solutions by issuing a PO to CenturyLink, or executing an SOW. Customer's purchase of Solutions is subject to and controlled by Detailed Description(s) which are posted at <http://www.centurylinkselectadvantage.com/>, and are incorporated by this reference. Customer must register to create a username and password the first time the Web site is accessed to view these Detailed Descriptions. By issuing a PO or executing an SOW with CenturyLink, Customer warrants that Customer has read and agrees to the terms and conditions of the Detailed Description(s). CenturyLink reserves the right to amend the Detailed Description(s) effective upon posting to the Web site. Customer's continued use of the Solution constitutes acceptance of those changes. If a PO issued by Customer contains any preprinted terms, those terms will not amend, modify or supplement this Service Exhibit in any way whatsoever, notwithstanding any provisions in a PO to the contrary. Any PO or SOW must (a) reference and incorporate this Service Exhibit and its Effective Date, (b) contain the Customer's exact legal name, and (c) include any other requirements as may be further described in the Detailed Description(s).

2.2 Limitation of Liability. IN ADDITION TO THE LIMITATION OF LIABILITY UNDER THE AGREEMENT, CenturyLink'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATED TO SOLUTIONS PURCHASED UNDER THIS SERVICE EXHIBIT, UNLESS OTHERWISE STATED IN THE DETAILED DESCRIPTIONS OR SOW, WILL IN NO EVENT EXCEED: (A) FOR CLAIMS ARISING OUT OF PRODUCTS, THE AMOUNT OF THE PRODUCT SET FORTH IN THE PO RELATING SOLELY TO THE AFFECTED PRODUCT; AND (B) FOR CLAIMS ARISING OUT OF NONRECURRING SERVICES, THE AMOUNT OF THE SERVICE SET FORTH IN THE PO OR SOW.

3. Term; Termination. This Service Exhibit will commence on the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date), and will remain in effect until canceled by either party upon 30 days prior written notice to the other party, or as otherwise stated in the SOW. If Service is terminated for any reason other than Cause, Service may be subject to Termination Charges as set forth in the Detailed Descriptions or SOW. Termination will not affect obligations under Purchase Orders accepted prior to the effective date of termination, and this Service Exhibit will remain in effect as to such obligations in the event it would otherwise have terminated.

4. Charges. Charges for Solutions will be specified in each PO or SOW and are due and payable upon Customer's receipt of the Invoice or as otherwise stated in the PO or SOW. Any payment not received within 30 days after the invoice date may be subject to interest charges as permitted by applicable law. Customer will not be eligible for any discounts or promotional offers other than those specifically set forth in an executed PO.

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CONTRACT DETAILS & BILLING INSTRUCTIONS PAGE

For Internal Use Only; Use Product Code QLAGES for all orders

Company Name: CITY OF POCATELLO - ID
Opportunity ID#: 53134416

Promo Codes:

NRC Waivers:



Customer: City of Pocatello
Quote #: 4712850508
Project Name: Cisco BE6000
Created On: 4/27/2016
Expiration Date: 6/26/2016
Account Manager: Andy Bibb
Sales Engineer: Sherman Kester
Customer Notes:

Catalog Number	Description	Unit Price	Qty	Total Price	Contract Term (Months)
LOCATION: Pocatello					
Materials					
BE6M-M4-K9=	Cisco Business Edition 6000M Svr (M4), Export Restricted SW	\$ 6,230.86	1	\$ 6,230.86	
CAB-N5K6A-NA	Power Cord, 200/240V 6A North America	\$ -	1	\$ -	
UCSC-PSU1-770W=	770W AC Hot-Plug Power Supply for 1U C-Series Rack Server	\$ 311.55	1	\$ 311.55	
R-CBE6K-K9	Cisco Business Edition 6000-Electronic SW Delivery-Top Level	\$ -	1	\$ -	
BE6K-SW-11.0	Business Edition 6000 v11 export restricted software	\$ -	1	\$ -	
UPG-6K-ENH	BE6000 Enhanced UCL - GCSC SW Upgrade	\$ 29.83	250	\$ 7,457.50	
UPG-6K-VM	BE6000 Messaging UCL - GCSC SW Upgrade	\$ 9.94	250	\$ 2,485.00	
UC-8.X-OR-EARLIER	Version 8.x or Earlier	\$ -	1	\$ -	
UCM-11X-ENH-UCL	BE6K UCM 11X Enhanced User Connect Lic - Single Fulfillment	\$ -	250	\$ -	
UCN-11X-VM-UCL	BE6000 Unity Connection 11x Basic Voicemail License	\$ -	250	\$ -	
BE6K-PAK	Cisco Business Edition 6000 - PAK - Single Fulfillment	\$ -	1	\$ -	
CAB-9K12A-NA=	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$ 16.57	2	\$ 33.14	
Support					
CON-SNT-BE6M4M4K	SNTC-8X5XNBD Cisco Business Edition 6000M Svr (M4), E	\$ 277.20	1	\$ 277.20	12
CON-ECMU-RCBE6KK	SWSS UPGRADES Cisco Business Editi	\$ -	1	\$ -	12
CON-ECMU-UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance	\$ 21.12	250	\$ 5,280.00	12
CON-ECMU-UCN10XVM	SWSS UPGRADES BE6K - Unity Connect	\$ 7.92	250	\$ 1,980.00	12
Implementation					
QINTR-CISCO	Integration	\$ 4,299.61	1	\$ 4,299.61	
Shipping and Handling					
Shipping & Handling	Shipping & Handling	\$ 143.84	1	\$ 143.84	

	Materials Total	\$16,518.05	
	Support Services Total	\$7,537.20	<i>yearly</i>
	Implementation Total	\$4,299.61	
	Shipping and Handling Total	\$143.84	
	Grand Total Price to Customer	\$28,498.70	

Note: Changes to configuration may result in pricing changes. This quote also excludes sales tax, which will be added to the invoice. Any expedite fees incurred after quote acceptance will be added to the invoice.

This quote is subject to the agreement currently in force between CenturyLink and Customer under which Customer has agreed to the terms and conditions for purchase of equipment and any associated installation and maintenance (the "Agreement"). This quote will not become effective unless and until CenturyLink and Customer have executed the Agreement referenced in this section.

Customer Representative: Brian C. Blad

Customer Signature: _____

Job Title: Mayor

Date: _____

CenturyLink Representative: _____

CenturyLink Signature: _____

Job Title: _____

Date: _____

\$

NASPO ValuePoint DataCom Idaho

- HOME
- SOLUTIONS
- INDUSTRY SOLUTIONS
- GOVERNMENT
- U.S. GOVERNMENT SOLUTIONS AND SERVICES
- RESOURCES FOR U.S. GOVERNMENT
- GOVERNMENT CONTRACTS AND FUNDING VEHICLES
- STATE AND LOCAL GOVERNMENT CONTRACTS
- NASPO VALUEPOINT DATACOM

- NVP DataCom AK
- NVP DataCom AR
- NVP DataCom CA
- NVP DataCom CT
- NVP DataCom DE
- NVP DataCom DC
- NVP DataCom FL
- NVP DataCom HI
- NVP DataCom ID
- NVP DataCom IA
- NVP DataCom KY
- NVP DataCom LA
- NVP DataCom MT
- NVP DataCom MI
- NVP DataCom MO
- NVP DataCom NE
- NVP DataCom NH
- NVP DataCom NJ
- NVP DataCom NV
- NVP DataCom OR
- NVP DataCom SD
- NVP DataCom UT
- NVP DataCom VT
- NVP DataCom WA
- NVP DataCom WI
- NVP DataCom WY

NVP #AR233 (14-19) Participating Addendum for ID #PADD1118

Contract Start Date: 6/1/2014 Contract End Date: 5/31/2019



Minimum Discounts	Ordering Instructions	Contract Highlights	Contract Documents
<p>Cisco Systems, Inc. ("Cisco") requires Purchase Orders under the NVP Cisco Master Agreement #AR233 (14-19) and each State's NVP Participating Addendum to be processed through our Authorized Resellers.</p> <p>Customers (Authorized Purchasers) may select any of the Authorized Resellers listed for your State.</p> <p>Purchase Order Instructions</p> <ol style="list-style-type: none"> 1. Select one of the Authorized Resellers listed below. 2. Issue the Purchase Order directly to the selected Authorized Reseller. 3. Reference the NVP Cisco Master Agreement #AR233 (14-19) and your State's NVP Participating Addendum contract # (if applicable) on your Purchase Order. 4. Include the following contact info: Your customer name and phone number, "Ship To" and "Bill To" addresses. <p>Authorized Resellers will directly ship the orders placed to the identified "Ship To" address (es). Customers will then be invoiced directly by the Authorized Resellers. Payments must be made in accordance with the terms of the NVP Cisco Master Agreement #AR233 (14-19) and your State's respective NVP Participating Addendum.</p> <p>Return Goods Policy</p> <p>Please refer to the NVP Cisco Master Agreement #AR233 (14-19) for warranty terms.</p> <p>Repair or Replacement of Products</p> <p>Please directly contact the Authorized Reseller who processed your original Purchase Order for the Cisco Products. Subject to the warranty terms of the NVP Cisco Master Agreement #AR233 (14-19), the Authorized Reseller will work with you and Cisco on the matter.</p>			

Authorized NVP Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement:

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS

CenturyLink Communications, LLC
100 CenturyLink Drive

PARTNER CONTACT INFORMATION

REMIT-TO:
555 Lake Border Dr

Related Links

- Partner Locator
- NASPO ValuePoint Website

Price Lists

- Cisco U.S. Global Price Lists

Adobe® Reader®

- Get Adobe Reader

Contact Us

- Partners' Contract Application Requests
- Full Contact List

Marketing

- Data Center and Virtualization Overview
- Unified Computing System Solution Overview

**LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESS**

Moroco, LA 71203
Phone: 318-388-8000
Fax: 318-388-3369
Federal ID #04-614173

CompuNet, Inc.
2264 S. Bonito Way Ste 150
Meridian, ID 83642
Phone: 208-286-3000
Fax: 208-286-3002
Federal ID #92-050539

Eduletics Incorporated
971 S Clearwater Loop
Post Falls, ID 83854
Phone: 208-777-4709
Toll Free: 888-809-4609
Fax: 208-777-4708
Federal ID #84-1408391

MSN Communications Inc. *
dba Mountain States Networking
1226 E 6600 S
Salt Lake City, UT 84121
Phone: 801-743-6262
Fax: 801-281-3511
Federal ID #87-0669017

*Authorized Sourcefire Reseller

Presidio Networked Solutions, Inc.*
1955 Lakeway Drive, Suite 220
Lewisville, TX 75057
Phone: 469-549-3800
Fax: 469-549-3888
Federal ID #59-1667655

*Authorized Sourcefire Reseller

**PARTNER CONTACT
INFORMATION**

Apopka, FL 32703
Phone: 407-889-6316

CUSTOMER ORDERS:
Chad Williams
699 W Main St., Floor 11
Boise, ID 83702
Phone: 208-364-3977
Cust Srvc/ESCALATIONS:
Chad Williams
Phone: 208-364-3977

REMIT-TO:
Serena Brogan
Controller
505 S. Florence
Grangeville, ID 99203

CUSTOMER ORDERS:
Mitch Cunningham
2264 S. Bonito Way Ste 150
Meridian, ID 83642
Phone: 208-286-3037
Cust Srvc/ESCALATIONS:
Mitch Cunningham
Phone: 208-286-3037

REMIT-TO:
Lisa Foote
Inside Sales
971 S Clearwater Loop
Post Falls, ID 83854

CUSTOMER ORDERS:
Lisa Foote
971 S Clearwater Loop
Post Falls, ID 83854
Phone: 208-777-4709
Cust Srvc/ESCALATIONS:
Lisa Foote
Phone: 208-777-4709

REMIT-TO:
1226 E 6600 S
Salt Lake City, UT 84121
Phone: 801-743-6259

CUSTOMER ORDERS:
Purchasing Department
1226 E 6600 S
Salt Lake City, UT 84121
Phone: 801-743-6262
Fax: 801-281-3511
Cust Srvc/ESCALATIONS:
Theresa Robison
Phone: 801-743-6259

REMIT-TO:
Mona Duke
Region Credit Account Manager
P.O. Box 677638
Dallas, TX 75267-7638

CUSTOMER ORDERS:
Leo Cala
2 Centarpointa Drive, Suite 100
Lake Oswego, OR 97035
Phone: 503-594-1370
Cust Srvc/ESCALATIONS:
Ken Daugherty
Phone: 503-594-0362

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AGENDA

ITEM

NO. 16

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
 FROM: Rich Diehl, Deputy City Attorney
 RE: PPD's Grant Application for TSA Enforcement Officer Re-imbusement
 DATE: May 25, 2016

I have reviewed the above-referenced Grant Application and it is in order. If Council does authorize application of this Grant, I would suggest that Council also authorize acceptance of the Grant if awarded and for the Mayor to sign all necessary documents.

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

Rich Diehl, Deputy City Attorney

[Faint, illegible text, likely a signature or stamp]

U.S. Department of
Homeland
Security
Arlington, VA 22202



Transportation
Security
Administration

May 25, 2016

Subject: Award of Law Enforcement Officer (LEO) Reimbursement Program Other Transactional Agreement (OTA) HSTS02-16-H-SLR649

Dear ~~Mayor Chase~~ *Blad*

This letter is to inform you that the attached Other Transaction Agreement (OTA) is ready to be awarded to Pocatello Regional Airport PIH for the Law Enforcement Officer Program under TSA solicitation HSTS02-15-R-SLR800. As noted in the RFP, the award is based on the amount of available funding. Please note that this award will be made unilaterally by the Contracting Officer upon signature and return of the attached SOJO. A fully signed SOJO indicates agreement with the SOJO and all OTA terms and conditions. As such it is not necessary to sign and return the OTA award document.

Please sign the attached SOJO and return it via email to the contract specialist, Mario Sanchez, at Mario.Sanchez@tsa.dhs.gov within 10 business days.

Your OTA number will be HSTS02-16-H-SLR649. The period of performance for this contract is from 04/01/2016 until 12/31/2018. The Contracting Officer Representative (COR) for this OTA will be Ms. Aimee Jackson.

Sincerely,

A handwritten signature in black ink, appearing to read "Kurt D. Allen".

Kurt D. Allen
Contracting Officer
05/25/2016



Transportation
Security
Administration

AWARD

1	AWARD TYPE	2	AWARD NUMBER	3	REQUISITION NUMBER
	Other Transaction Agreement		HSTS02-16-H-SLR649		2116206SLR649
4	PARTICIPANT		5 ISSUED BY		
Name & Address: <u>PIH</u> <u>City of Pocatello</u> <u>911 North 7th Street</u> <u>Pocatello, Idaho 83206-2877</u> <u>Roger Chase, 208-234-6163</u>			Name & Address: Transportation Security Administration Credentialing Screening & Intelligence Division (CSID) 701 S. 12 th Street Arlington VA 20598-6025 Kurt Allen, 202-253-4220 email: kurt.allen@tsa.dhs.gov		
6	APPLICATION TITLE & DATE				
<u>Law Enforcement Officer Reimbursement Agreement Program</u> <u>HSTS02-15-R-SLR800</u>					
7	PROGRAM PERIOD		8 FISCAL DATA		
Total Program Period <u>04/01/2016</u> through <u>12/31/2018</u> Funding/Budget Period: <u>04/01/2016</u> to <u>12/31/2016</u> Effective Date: Date of Signature by TSA Contracting Officer			Federal Share: <u>\$40,200.00</u> Appropriation No. <u>5AV167A000D2016ADE010GE000031006100616SLR:</u> <u>5903001403040000-4101</u> <u>\$11,000.00</u> Obligated: <u>\$11,000.00</u>		
9	PARTICIPANT PROGRAM COORDINATOR		10 TSA CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COR)		
<u>Roger Chase</u> <u>Brian C. Blad</u> <u>City of Pocatello</u> <u>911 North 7th Street</u> <u>Pocatello, Idaho 83206-2877</u> <u>Roger Chase, 208-234-6163</u>			Aimee Jackson, Program Manager Transportation Security Administration 601 S. 12th Street, TSA-18 East Tower (E8-206S) Arlington, VA 20598-6018 Telephone: 571-227-1532 e-Mail: aimee.jackson@dhs.gov		
11	ADMINISTRATIVE DATA		12 FAADS DATA		
Program: Chief Operating Officer Legislative Authority: 49 U.S.C. §§ 106(m) and 114(m)(1) Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597			State Code: <u>Idaho</u> Congressional District: <u>02</u> EIN: <u>826000244</u> DUNS: <u>073112690</u>		
13 AUTHORIZED SIGNATURES					
Not Required					
Participant's Signature _____ Date _____			Contracting Officer _____		
<u>Brian C. Blad, Mayor</u>					
TYPED NAME AND TITLE			TYPED NAME AND TITLE		

**DEPARTMENT OF HOMELAND SECURITY
Transportation Security Administration
LAW ENFORCEMENT OFFICER AGREEMENT PROGRAM**

TERMS AND CONDITIONS

PARTICIPANT: City of Pocatello

AGREEMENT NO: HSTS02-16-H-SLR649

ARTICLE I – PARTIES

This Other Transaction Agreement (hereinafter referred to as "Agreement" or "OTA") is entered into between the United States of America (hereinafter referred to as the "Government"), Transportation Security Administration (hereinafter referred to as "TSA") and City of Pocatello. The TSA and the City of Pocatello agree to cooperate in good faith and to perform their respective obligations using good faith efforts in executing the purpose of this Agreement.

ARTICLE II – AUTHORITY

TSA and the City of Pocatello enter into this Agreement under the authority of the Aviation and Transportation Security Act (ATSA), Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – BACKGROUND AND PURPOSE

A. Background

On November 19, 2001, the President and Congress enacted ATSA, which established TSA as a new Federal agency. ATSA provides authority to the Administrator of TSA to carry out chapter 449 of Title 49 United States Code relating to civil aviation security, including responsibility for ordering the deployment of law enforcement personnel at each airport security passenger-screening location to ensure passenger safety and national security.

Pursuant to 49 U.S.C. § 44903(c) and 49 C.F.R. Part 1542, each airport operator is required to establish an air transportation security program that provides a law enforcement presence and capability at the airport that is adequate to ensure the safety of passengers. This Agreement is part of the joint effort of TSA and the airport operator to deploy sufficient LEOs in support of passenger screening activities at the checkpoint to meet their dual responsibility to ensure the safety of passengers and to counter risks to transportation security.

B. Purpose of This Agreement

- I. The Participant agrees to maintain a law enforcement presence and response that is adequate to support each system for screening persons and accessible property. This

law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items. Both the Participant and TSA recognize that there is a broad range of activities that LEOs engage in at the nation's airports, many of which are outside the scope of this Agreement. Funding under this Agreement is intended to support a dedicated highly visible LEO presence through on-site flexible, fixed, or a combination of the two (hybrid) LEO stationing of the TSA screening checkpoints. For the purposes of this Agreement the acceptable LEO stationing postures are defined as follows:

- a. Fixed Stationing - The on-site LEO is stationed in the TSA passenger screening checkpoint during screening operations.
- b. Flexible Stationing - The on-site LEO is stationed in the vicinity/close proximity of the TSA passenger screening checkpoint, providing an enhanced visible presence/support at the checkpoint.
- c. Hybrid/Combination Stationing - A form of on-site LEO stationing involving both fixed and flexible stationing, which provides a combination of highly visible LEO presence in the checkpoint and in the vicinity/close proximity of the checkpoint

II. At a minimum the Participant will ensure that the Law Enforcement (LE) service provider:

- a. Supports TSA's screening operations, including dealing with attempts to bring prohibited items through the checkpoint, disorderly persons and similar tasks.
- b. Follows an established LE response standard which is mutually acceptable to the FSD, Participant and LE service provider.
- c. Participates in TSA's Layered Security Programs (appropriate level of participation to be determined by the FSD and Participant).

III. The Participant agrees to maintain a sufficient number of LEOs at or in the vicinity/close proximity of the checkpoint(s) during the hours of TSA screening checkpoint operations each day. The specific number of LEOs and the number of hours assigned to provide dedicated support to the passenger screening checkpoints must be identified in the submission.

IV. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.

V. The Participant will promptly provide incident reports, police reports, and other information when requested by TSA as part of a regulatory investigation.

VI. The Participant will fully cooperate with regulatory investigations.

VII. The Participant shall coordinate all media releases and other contact with or by media on the terms and conditions of the LEO Reimbursement Agreement shall be referred to the

Contracting Officer.

VIII. **Additional Airport Specific Requirements (these requirements will be mutually defined and accepted by both the FSD and the Participant)**: Describe any specific LEO support to be provided under this Agreement that is not included elsewhere in the Statement of Joint Objectives (SOJO) which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:

- a. LEO patrol of a particular area.
- b. Unique assistance to local TSA.

Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and which do not interfere with the LEO's ability to provide immediate response to incidents at the screening checkpoints. For the purposes of this Agreement, response times in excess of 5 minutes are unacceptable. If utilizing Flexible Stationing or Hybrid Stationing, Participant must provide a separate document, password-protected, outlining specific LE response time to non-emergency/ routine TSA calls for assistance.

ARTICLE IV – AUTHORIZED REPRESENTATIVES

The Contracting Officer is the only TSA official that has the authority to negotiate, administer, and execute all terms and conditions of this Agreement in concurrence with the Program Manager.

A. TSA Contacts:

Contracting Officer (CO)
Kurt Allen
701 S. 12th St. Arlington, VA 20598
Ph: 202-253-4220
Email: kurt.allen@dhs.gov

Program Manager/Contracting Officer's Representative (COR)
Aimee Jackson
TSA/LEO Reimbursement Office
601 S. 12th St. Arlington, VA 20598
Ph: 571-227-1532
Email: aimee.jackson@dhs.gov

The COR is responsible for providing technical direction and administration under this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The Participant will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the Participant as a change in scope or liability to either party.

B. PARTICIPANT NAME/CONTACT INFO

ARTICLE V – EFFECTIVE DATE AND TERM

This Agreement consists of a 9 month base funding period (unless otherwise noted), which will begin upon award, and two 12-month option periods, which will be exercised at the sole discretion of the TSA. At the conclusion of the base funding period, it is the TSA's intent to provide additional funding on an annual basis.

ARTICLE VI – FUNDING AND LIMITATIONS

TSA will provide, subject to the availability of funds, partial reimbursement to Participants to offset the cost to carry out aviation LE responsibilities in support of TSA screening activities. The total estimated cost of this agreement over the base and options periods is \$40,200.00

ARTICLE VII – BILLING PROCEDURE AND PAYMENT

A. Payment under this award will be authorized by the reimbursement payment method in compliance with information provided in the Application "Budget Information" with supporting invoice document(s).

B. TSA will reimburse the Participant monthly for amounts expended for the passenger screening checkpoint activities described in this Agreement and the Statement of Joint Objectives (SOJO). Participant is required to provide mandated LE services regardless of funding level or period funding is received.

C. Requests for reimbursement must be submitted to the FSD or FSD Designee for certification by the end of the month following the monthly period of performance (e.g., request for January's period of performance must be submitted no later than February 28th). The Participant will provide monthly invoices to the FSD/TSA designee and/or Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. It is likely that the TSA will develop a maximum rate that will be used for reimbursement purposes. Reimbursement may be at this rate or at the actual cost, whichever is the lesser of the two. This maximum rate will be based on information that will not be available until the submission review process. The TSA reserves the right to modify the maximum rate during the period of performance as necessary to optimize the impact of the program. Currently the maximum hourly rate for reimbursement is actual costs not-to-exceed \$20.00/hr. Monthly invoicing consists of services provided from the 1st day of the month to the last day of the month. Detailed documentation must be submitted for each item for which reimbursement is requested; for example, checkpoint logs, timesheets, and/or appropriate validation from payroll for each individual LEO's fully burdened salary rate as described in the SOJO. Invoices and documentation supporting amount and number of hours billed will be submitted to the FSD no later than 45 days after the end of the invoiced period of performance.

D. The final Request for Reimbursement is due within 45 days of the end of the Program Period.

E. Include banking information and Dun & Bradstreet (DUNS) number on all SF270's submitted.

F. Participant must be registered in the System for Award Management (SAM) at <https://www.sam.gov/portal/SAM/#1>. Banking information and DUNS number reflected must match information contained in the Participant's SAM account. Inaccurate information may result in payment delays.

Notwithstanding any other payment clause in this Agreement, the Government shall make invoice payments under the terms and conditions specified in this Article. Payment shall be considered made on the day the check is dated and deposited in the US mail, or an electronic funds transfer is completed. All days referred to in this clause are calendar days, unless otherwise specified.

ARTICLE VIII – AUDITS

TSA shall have the right to examine or audit relevant financial records for each City of Pocatello facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after expiration or termination of the terms of this Agreement. For each facility, City of Pocatello shall maintain: project records, technology maintenance records, and data associated with the TSA LEO Program while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the "Disputes" provision in Article X regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, "records" includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to the TSA LEO Program for each facility.

City of Pocatello shall also maintain all records and other evidence sufficient to reflect costs claimed to have been incurred by each facility in the purchase of technologies allowed in the TSA LEO Program, if any. The Contracting Officer, Contracting Officer's Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at City of Pocatello's offices directly responsible for managing the TSA LEO Program.

The Comptroller General of the United States shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require City of Pocatello, or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

ARTICLE IX – LIMITATIONS OF LIABILITY

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees that it shall be liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above.

B. City of Pocatello has the affirmative duty to notify the TSA Contracting Officer in the event that City of Pocatello believes that any act or omission of a TSA agent or employee would increase City of Pocatello costs and cause the City of Pocatello to seek compensation from TSA beyond Article VI (Funding and Limitations). If the City of Pocatello receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the City of Pocatello must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

C. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE X – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of City of Pocatello. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the City of Pocatello or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, City of Pocatello may submit the dispute to the Deputy Assistant Administrator for Acquisition. The decision of the Deputy Assistant Administrator for Acquisition is final unless it is appealed to the TSA Assistant Administrator for Acquisition or designee within sixty (60) days of receipt of the review and, to the extent permitted by law, is final and binding.

ARTICLE XI – TERMINATION

Either the Participant or TSA may terminate the Agreement by giving written notice to the other party at least thirty (30) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail to TSA Contracting Officer, return receipt requested. The Participant's authority to incur new costs will be terminated upon the date of arrival of receipt of the letter or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment.

ARTICLE XII – CHANGES AND OR MODIFICATIONS

A. Changes and/or modifications to this Agreement, with the exception of funding modifications

which shall be issued by TSA unilaterally, shall be in writing and signed by the TSA Contracting Officer and Participant. The modification shall cite the Agreement number and shall set forth the exact nature of the change and/or modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement.

- B. All requests for interpretations of this Agreement or modifications to it shall be submitted in writing to the TSA Contracting Officer.
- C. Extensions to the Project Period can only be authorized in writing by the TSA Contracting Officer.

ARTICLE XIII – CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as, a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

In the event that any Article and/or parts of this Agreement are determined to be void, such Article or portions thereof shall lapse. No such lapse will affect the rights, responsibilities, and obligations of the parties under this Agreement, except as provided therein. If either party determines that such lapse has or may have a material effect on the performance of the Agreement, such party shall promptly notify the other party, and shall negotiate in good faith a mutually acceptable amendment to the Agreement if appropriate to address the effect of the lapse.

ARTICLE XIV – PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

B. RECORDS AND RELEASE OF INFORMATION

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this

Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

ARTICLE XV – CLAUSE INCORPORATED BY REFERENCE

The following is hereby incorporated into this agreement by reference as applicable:

Agreement Application and Assurances contained therein received by TSA on Proposal due date.

For-profit organizations are subject to the provisions of 48 CFR Part 31, "Contract Cost Practices and Procedures."

ARTICLE XVI – CLAUSES INCORPORATED IN FULL TEXT

A. FREEDOM OF INFORMATION ACT (FOIA) REQUESTS

All requests for information relating to the Terms and Conditions or the performance requirements of this Agreement, to include those under FOIA or the Privacy Act, will be forwarded to the TSA Program Manager. The TSA Program Manager will coordinate a response with the TSA FOIA Office.

B. ORGANIZATION STAFFING

The program shall be staffed and organized by the Participant to satisfy its assigned mission and to perform its required functions.

C. INSURANCE

The Participant shall at all times during the duration of this Agreement maintain insurance or be self-insured relating to the program and Participant employees covering property, fire, casualty, liability, life, worker's compensation, and all other forms of insurance customarily obtained by entities in the same industry. The Participant will not insure TSA agents, contractors, or anyone else against any of these risks.

D. PUBLIC AFFAIRS

All public affairs activities related to program(s) sponsored under this award, and its activities must be approved by TSA. This does not preclude the Participant's personnel from participating in public affairs activities not related to program(s) sponsored under this award solely as agents of the Participant.

E. BUY AMERICAN

The Participant, Sub-recipients and contractors receiving funds from this award shall comply with the Buy American Act (41 U.S.C. § 8302) unless it is determined that it is inconsistent with the public interest, impracticable to comply with such a requirement or that it would unreasonably increase the cost of articles, materials, or supplies. The exception shall be noted in the specifications and documentation to justify the exception will be retained in the file for record.

F. TRAFFICKING IN PERSONS

The Participant and its contractors receiving funds from this agreement must comply with the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)).

ARTICLE XVII – MINIMUM QUALIFICATIONS OF LEO PERSONNEL FOR WHICH PARTICIPANT MAY BE REIMBURSED UNDER THIS AGREEMENT

A. Have authority to arrest, with or without a warrant, while on duty at the airport for the following violations of the criminal laws of the State and local jurisdictions in which the airport is located:

- A crime committed in the presence of the individual; and
- A felony, when the individual has reason to believe that the suspect has committed it.

B. Be identifiable by appropriate indicia of authority.

C. Be armed with a firearm and authorized to use it.

D. Have completed a training program meeting the requirements of 49 C.F.R. § 1542.217(c) and (d), to include training in:

- The use of firearms;
- The courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other aviation security activities;
- The responsibilities of law enforcement personnel under the security program; and
- Any other subject TSA determines is necessary.

ARTICLE XVIII – PERFORMANCE REVIEWS

A. The Program Manager shall review the monthly Certification sheets submitted by the FSD.

B. An annual performance review may consist of a comparison of the following:

- LEO evaluation/certification results
- Aviation Security Inspector (ASI) Compliance Reports
- Consolidated invoiced and actual cost reports
- Performance and Results Information System (PARIS) Reports

List of Attachments

- Statement of Joint Objectives (SOJO)

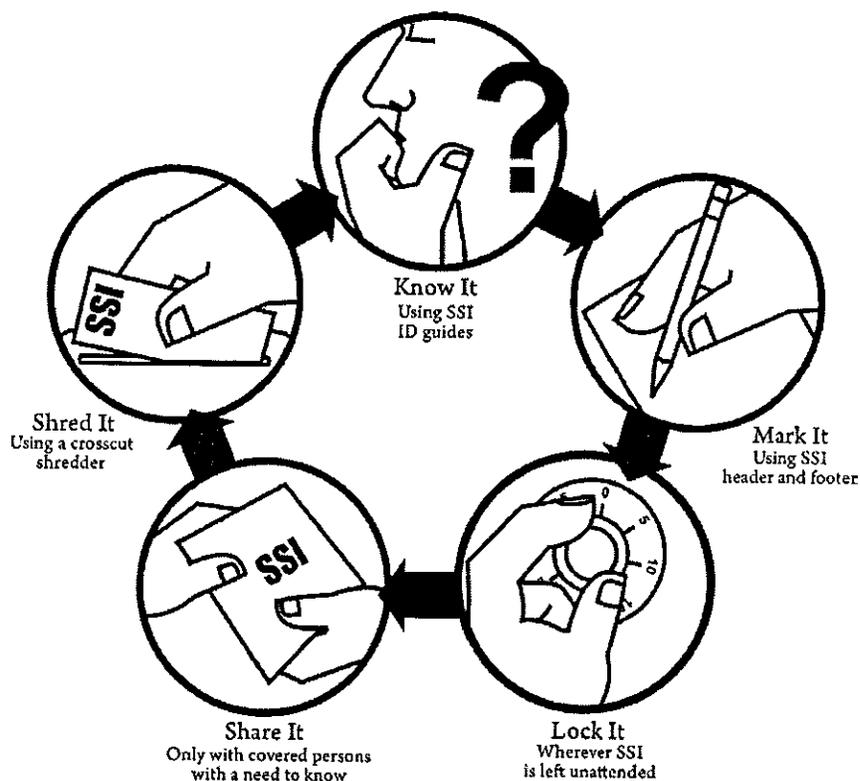
- Anticipatory Costs Letter – (if Appropriate)

End of Agreement **HSTS02-16-H-SLR649**

DEPARTMENT OF HOMELAND SECURITY

SENSITIVE SECURITY INFORMATION

Cover Sheet



For more information on handling SSI, contact SSI@dhs.gov.

WARNING: This record contains Sensitive Security Information that is controlled under 49 CFR parts 15 and 1520. No part of this record may be disclosed to persons without a "need to know", as defined in 49 CFR parts 15 and 1520, except with the written permission of the Administrator of the Transportation Security Administration or the Secretary of Transportation. Unauthorized release may result in civil penalty or other action. For U.S. government agencies, public disclosure is governed by 5 U.S.C. 552 and 49 CFR parts 15 and 1520.

SENSITIVE SECURITY INFORMATION

In addition, the FSD and the Participant will determine, where appropriate, the level of participation in TSA's Layered Security Programs, such as Playbook, Table Top Exercises, Breach Drills, and Joint Vulnerability Assessments (JVAs).

Payment is subject to the availability of appropriated funds and compliance with the requirements of the applicable Security Directive(s), regulations, the Airport Security Program (ASP), and other authorities regarding LE services as noted above. Should the Participant fail to comply with the provisions outlined in this Agreement, it may face full or partial forfeiture of payment and/or sanctions up to removal from the Program. The Participant will be given up to 60 days to take corrective action(s) and rectify any identified compliance issue(s).

TRANSPORTATION SECURITY ADMINISTRATION RESPONSIBILITIES

1. Based on the availability of funds, TSA will provide partial reimbursement to the Participant to offset the cost to carry out Aviation LE responsibilities in support of TSA passenger checkpoint screening and other agreed-upon activities.

TSA will provide partial reimbursement of the actual/direct costs of "fully burdened" Patrol Officers or equivalent salaries, **up to** the established "not-to-exceed" (NTE) ceiling.

Fully Burdened Rate includes:

- Base salary
- Social Security
- 401(k)/403(b)/457 plans
- Disability Insurance
- Health care benefits
- Pension
- Life Insurance

TSA will NOT cover overhead, overtime rates, or administrative costs.

2. TSA will process Participant monthly invoices promptly after obtaining FSD signature certifying that work was performed in accordance with the Agreement.
3. TSA will notify the Participant, promptly and in writing, of any changes in the points of contact for invoicing or other issues involving the Agreement.
4. TSA will provide on an as-needed basis, as determined by the FSD or other TSA representative, training/briefings on relevant security and LE topics.
5. The FSD and/or FSD designee will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

PARTICIPANT RESPONSIBILITIES IN SUPPORT OF TSA PASSENGER CHECKPOINT SCREENING AND OTHER AGREED-UPON ACTIVITIES:

1. The Participant agrees to maintain a law enforcement presence and support that is adequate to support each system for screening persons and accessible property. This law enforcement presence provides for the safety and security of persons and property against an act of criminal violence or aircraft piracy, and assists in preventing the introduction of TSA prohibited items.

SENSITIVE SECURITY INFORMATION

2. The FSD, in consultation with the Participant, has determined that on-site HYBRID/COMBINATION stationing is appropriate. Participant agrees to maintain, on a reimbursable basis, One LEO to provide visible Law Enforcement presence in the vicinity of the screening checkpoint(s) during the hours of checkpoint operations each day.²

This requirement is subject to change in accordance with the terms outlined in Paragraph #4 on page 1.

3. The Participant will provide monthly invoices to the FSD and to the Contracting Officer's Representative in the format provided by the LEO Reimbursement Program Office, detailing the number of hours of LE services provided, the actual hourly rate, and the total amount requested for reimbursement. Monthly invoicing consists of services provided from the first day of the month to the last day of the month.
4. Invoices must be submitted to the FSD no later than 45 days after the end of the invoiced period of performance.
5. The Participant will notify the FSD, promptly and in writing, of any changes to the points of contact for this Agreement or in the law enforcement agency providing the LE services.
6. The Participant will notify the FSD and LEO Reimbursement Program Office, promptly and in writing, if for any reason the Participant desires to terminate participation in the Program. Resolution of specific details on outstanding issues will be accomplished on a case-by-case basis.
7. The Participant shall coordinate all media releases and other contact with or by media on the terms and conditions of this Agreement with the FSD.
8. The Participant will assist in the verification of LEO credentials as requested by the FSD or other TSA representative.
9. In accordance with Federal, State, and Local statutes, the Participant will promptly furnish on request to any authorized TSA representative incident reports, police reports, and other information dealing with Aviation Security and/or each law enforcement response to transportation security incidents at the airport and in connection with TSA administrative inquiries.
10. The Participant will notify the Program of any operational changes that will impact eligible reimbursement activities during TSA checkpoint hours of operation.

² If utilizing Flexible Stationing or Hybrid Stationing, Participant must provide a separate document, password-protected, outlining specific LE response time to non-emergency/ routine TSA calls for assistance. Please note that response times in excess of 5 minutes are unacceptable. Additionally, a separate document shall be attached to the SOJO describing, graphically and/or in writing, the area of the airport comprising the "vicinity of the checkpoint."

SENSITIVE SECURITY INFORMATION

11. Required PARAGRAPH TO BE COMPLETED BY THE FSD, IN CONSULTATION WITH THE PARTICIPANT; Describe any specific LEO support to be provided under this Agreement *that is not included elsewhere in the SOJO* which supports TSA screening activities. Such support, based on the specific characteristics and security requirements of the airport, could include but is not limited to:
- LEO patrol of a particular area.
 - Unique assistance to local TSA.

Note that such additional activities should only include those which are being performed during periods of TSA screening operations, and do not interfere with the LEO's ability to provide immediate response to incidents at the screening checkpoints.

12. - The Pocatello Police Department provides law enforcement support to the Pocatello Regional Airport (PIH) as follows:

- Pocatello Regional Airport (PIH) through the Pocatello Police Department will provide officers in a number and manner that is adequate to support the Civil Aviation Security Program as well as support the passenger screening operations operated by TSA. Additional police support is available upon the requests and/or direction of the Chief of Police, Airport Manager, or TSA FSD.
- All Police Officers assigned to the Airport must be Idaho P.O.S.T. Certified Police Officers. All sworn officers shall have powers of arrest as described in Idaho Code 19-603.
- Airport assigned Police Officers will have a working knowledge of modern law enforcement principals, procedures, techniques and equipment. They will have a working knowledge of applicable Federal, State, County, and City laws and ordinances as well as Departmental rules and regulations.
- All Police Officers will be armed and regularly trained in the use of firearms. Their firearms qualifications will be current according to Pocatello Police Department standards.
- All Police Officers can be identified by Department issued identification (photo identification and badge) and Department issued uniforms.
- Officers will be trained in the courteous and efficient treatment of persons subject to inspection, detention, search, arrest, and other police activities as well as the responsibilities of law enforcement personnel regarding aviation security and any other subject determined necessary by the Pocatello Police Department, Airport Manager, or the TSA FSD.
- Training records for each Officer will be maintained by the Pocatello Police Department and by Idaho P.O.S.T. These records will be maintained until 180 days after the departure or removal of each person providing law enforcement support to the airport in accordance with § 1542.217.
- Airport assigned Police Officers are available and committed to respond to an incident in support of the Civil Aviation Security Program when requested by an aircraft operator or a TSA representative. Primary and initial response to an

Brian C. Blad, Mayor

SENSITIVE SECURITY INFORMATION

incident will be made by the on duty Airport Officer. If the Airport Officer is unavailable, secondary and/or additional assistance can be obtained by calling the Pocatello Police Dispatch Center at 208-234-6100 or 911 in an emergency.

- I- Airport assigned Police Officers can be reached by:
Primary – Pocatello Police Dispatch at 208-234-6100

- J- In accordance with § 1542.221 the Pocatello Regional Airport (PIH) is required to maintain Records of Law Enforcement Response as follows:
 - a. Pocatello Regional Airport (PIH) will ensure that a record is maintained of each law enforcement action taken and it will be made available to the TSA for a minimum of 180 days.
 - b. Airport assigned Police Officers can maintain their records in the Pocatello Police Department Records System. Police Reports will be made available to TSA Law Enforcement personnel upon request.
 - c. Data to be maintained by the Pocatello Regional Airport (PIH) includes:
 - i. The number and type of weapons, explosives, firearms and incendiary devices discovered during any passenger screening process, and the method of detection of each.
 - ii. The number of acts or attempted acts of air piracy.
 - iii. The number of bomb threats received, real and simulated bombs found, and actual detonations on the airport.
 - iv. The number of arrests, including: name, address, and the immediate disposition of each individual arrested; the type of weapon, explosive or incendiary confiscated, as appropriate; and the identification of the aircraft operators or foreign air carriers on which the individual arrested was, or was scheduled to be, a passenger.
 - d. A brief synopsis of the information described in paragraph (J) (c) above will be provided to onsite TSA personnel as soon as practicable following an incident to facilitate TSA reporting requirements.

- K- Neither the Participant nor the Law Enforcement provider will publicly disclose Sensitive Security Information (SSI) in any context, including litigation or pursuant to a state open records act request, without the advance approval of TSA as provided in 49 CFR Part 1520. A copy of any summons, complaint, subpoena, or other legal document served upon a State or local LEO that is related to a legal proceeding that seeks records or testimony containing SSI shall be promptly forwarded to the FSD or the FSD's designee for forwarding to TSA Field Counsel.

- L- The Participant will consult with Federal authorities to determine if a case involving an incident at the airport will be handled in Federal jurisdiction.

- M- The Participant will provide support for VIP/executive protection operations.

- N- The Participant will promptly furnish on request incident reports and other information dealing with Aviation Security and other criminal activities at the airport.

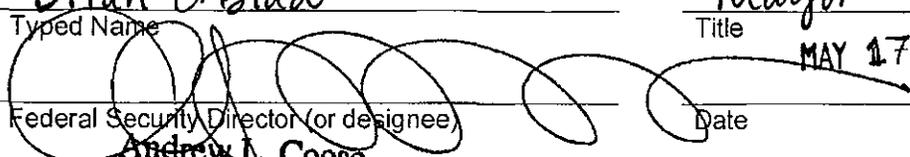
ATTACHMENTS

SENSITIVE SECURITY INFORMATION

The TSA may provide administrative and informational updates to the attachments (i.e., updates to the HQ Program Staff listing) without re-issuance of this Agreement. Any new attachment(s) or significant changes to the current attachments will be accomplished through written modifications as provided for in the Terms and Conditions of the Agreement.

PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement, including Sensitive Security Information (SSI).

Participant Signature, Authorizing Official	Date
<i>Brian C. Blad</i>	<i>Mayor</i>
Typed Name	Title
	<i>MAY 17 2016</i>
Federal Security Director (or designee)	Date
<i>Andrew L. Coose</i>	
Typed Name	Title
<i>FSD - Idaho</i>	

SENSITIVE SECURITY INFORMATION

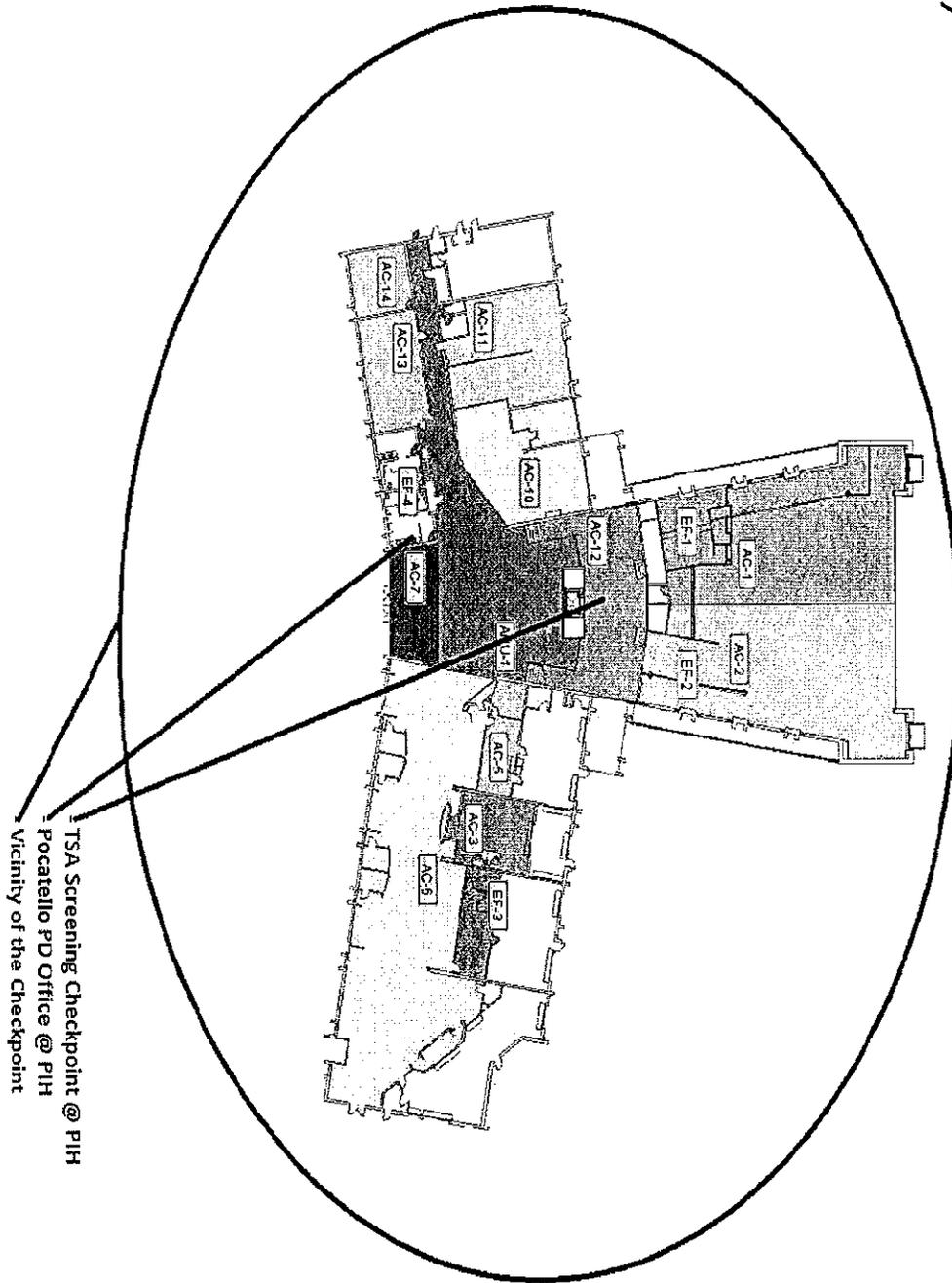
Attachment A – PIH SOJO

The purpose of this document is to memorialize the definition of “vicinity of the checkpoint” for a clear understanding between PIH and TSA. Vicinity of the checkpoint shall be defined as any area within the terminal and the adjoining parking areas. Due to the relatively small size of the airport at Pocatello an officer in these areas described above could reasonably be assumed to have a response time to the checkpoint of less than 5 minutes. A graphical representation of this area is located on page 2 of this Attachment.

Current PIH airline scheduling has the hours of checkpoint operation from 0515 to approximately 1830 hours. Checkpoint closure times can vary depending on carrier operations. Pocatello PD officer(s) are present during those operations. During the extended down time when screening is not taking place, Pocatello PD officers are not present. They are only present during the time blocks when screening is taking place. These blocks of time can change throughout the year as carriers make seasonal adjustments to operations.

This does not remove TSA’s desire to have a visible presence of law enforcement officers during screening operations but is designed to allow officers some freedom to address security concerns that may occur a short distance away. It is important to note that the checkpoint is visible from most areas within the terminal building.

*Pocatello Regional Airport
(PIH)*



TSA Screening Checkpoint @ PIH
Pocatello PD Office @ PIH
Vicinity of the Checkpoint

AGENDA

ITEM

NO. 17

AIRPORT CONSENT TO LEASE ASSIGNMENT**JUNE 2, 2016****CITY COUNCIL MEETING EXECUTIVE SUMMARY**

AvCenter, Inc. currently leases property at the Pocatello Regional Airport upon which they operate as a fixed base operator, providing fueling, charter, and flight training services. As part of a business expansion, they are taking a loan from AvFuel, Inc. and have requested to assign their rights under the lease to AvFuel as security for the loan.

ASSIGNMENT OF LEASE AND CONSENT OF LESSOR TO LEASE ASSIGNMENT

THIS AGREEMENT is entered into among AVCenter, Inc. ("Borrower"), whose address is 1483 Flightline, Box 12, Pocatello, Idaho, 83205; AVFuel Corporation ("Lender"), a Michigan Corporation registered to business in the State of Idaho, whose address is 47 W. Ellsworth, Ann Arbor, MI, 48108; and the City of Pocatello ("Lessor"), whose address is P.O. Box 4169, Pocatello, Idaho, 83205. Borrower and Lender have entered into, or are about to enter into, an agreement whereby Lender has acquired or will acquire a security interest or other interest in the Collateral. Some or all of the Collateral may be affixed or otherwise become located on the Premises. To induce Lender to extend the Loan to Borrower against such security interest in the Collateral and for other valuable consideration, Lessor hereby agrees with Lender and Borrower as follows.

DEFINITIONS: The following words shall have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Agreement. The word "Agreement" means this agreement as it may be amended or modified from time to time, together with all exhibits and schedules attached to this Lessor's Consent from time to time.

Borrower. The word "Borrower" means AVCenter, Inc.

Collateral. The word "Collateral" means certain of Borrower's property in which Lender has acquired or will acquire a security interest, or other interest, including without limitation to the following specific property:

The Lease, attached hereto and incorporated herein as Exhibit A, together with all easements and other rights now or hereafter made appurtenant thereto, all improvements now or hereafter located thereon, all subleases thereof, all fixtures and all additions and accretions thereto, to the extent that Borrower has rights in and to the foregoing.

Lease. The word "Lease" means that certain Lease of the Premises, dated March 3rd, 1994, between Lessor and Borrower. The Lease was recorded in Power County, Idaho instrument number 171952.

Lender. The word "Lender" means AVFuel Corporation, its successors and assigns.

Lessor. The word "Lessor" means City of Pocatello. The term "Lessor" is used for convenience purposes only. Lessor's interest in the Premises may be that of a fee owner, lessor, sublessor, or lienholder, or that of any other holder of an interest in the Premises which may be, or may become, prior to the interest of Lender.

Loan. The word "Loan" means the loan, or any other financial accommodations, Lender has made or is making to Borrower.

Premises. The word "Premises" means the real property located in Power County, State of Idaho, commonly known as 1483 W. Flightline, Pocatello, Idaho, and as legally described in Exhibit A, attached hereto and incorporated herein.

BORROWER'S ASSIGNMENT OF LEASE. Borrower hereby assigns the Lender all of Borrower's rights in the Lease and the Collateral, as partial security for the Loan. If Borrower is other than an individual, any agent or other person executing this Agreement on behalf of Borrower represents and warrants to Lender and Lessor that he or she has full power and

authority to execute this Agreement on Borrower's behalf. The parties intend that this assignment will be a present transfer to Lender of all of Borrower's rights under the Lease, subject to Borrower's rights to use the Premises and enjoy the benefits of the Lease while not in default on the Loan or Lease. Upon full performance by Borrower under the Loan, this assignment shall be ended, without the necessity of any further action by any of the parties. This assignment includes all renewals of and amendments to the Lease or the Loan, until the Loan is paid in full. No amendments may be made to the Lease without Lender's prior written consent, which shall not be unreasonably withheld or delayed to the extent that Borrower's interest in the Lease or the Collateral constitutes personal property and to the extent that any property covered by this Agreement consists of fixtures, by this Agreement Borrower grants a security interest in the Lease and in the Collateral in favor of the Lender and this Agreement shall constitute a Security Agreement and Financing Statement and shall also constitute a financing statement as a fixture filing in the official records in which the premises is located.

CONSENT OF LESSOR. Lessor consents to the above assignment. If Borrower defaults under the Loan or the Lease, Lender may reassign the Lease, and Lessor agrees that Lessor's consent to any such reassignment will not be unreasonably withheld or delayed. So long as Lender has not entered the Premises for the purpose of operating a business, Lender will have no liability under the Lease, including without limitation liability for rent. Whether or not Lender enters into possession of the Premises for any purpose, Borrower will remain fully liable for all obligations of Borrower as Lessee under the Lease. While Lender is in possession of the Premises, Lender will cause all payments due under the Lease and attributable to that period of time to be made to Lessor. If Lender later reassigns the Lease or vacates the Premises, Lender will have no further obligation to Lessor.

LEASE DEFAULTS. Both Borrower and Lessor agree and represent to Lender that, to the best of their knowledge, there is no breach or offset existing under the Lease or under any other agreement between Borrower and Lessor. Lessor agrees not to terminate the Lease, despite any default by Borrower, without giving Lender written notice of the default and an opportunity to cure the default within a period of sixty (60) days from the receipt of notice. If the default is one that cannot reasonably be cured by Lender (such as insolvency, bankruptcy, or other judicial proceedings against Borrower), then Lessor will not terminate the Lease so long as Lessor receives all sums due under the Lease for the period during which Lender is in possession of the Premises, or so long as Lender reassigns the Lease to a new lessee reasonably satisfactory to Lessor.

DISCLAIMER OF INTEREST. Lessor hereby consents to Lender's security interest (or other interest) in the Collateral and disclaims all interests, liens, and claims which Lessor now has or may hereafter acquire in the Collateral, except as follows: real property and infrastructure. Lessor agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject at all times to Lender's security interest (or other present or future interest) in the Collateral and will be subject to the rights granted by Lessor to Lender in this Agreement.

ENTRY ONTO PREMISES. Lessor and Borrower grant to Lender the right to enter upon the Premises for the purpose of removing Collateral from the Premises or conducting sales of the Collateral on the Premises. The rights granted to Lender in this Agreement will continue until a

reasonable time after Lender receives notice in writing form Lessor the Borrower no longer is in lawful possession of the Premises. If Lender enters onto Premises and removes the Collateral, Lender agrees with Lessor not to remove any Collateral in such a way that the Premises are damaged, without either repairing any such damage or reimbursing Lessor for the cost of repair.

MISCELLANEOUS PROVISIONS. This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Borrower and Lessor respecting subordination for the claim or claims of Lessor in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any claim or claims to which this Agreement shall apply. Lender need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If Lessor is other than an individual, any agent or other person executing this Agreement on behalf of Lessor represents and warrants to Lender that he or she has full power and authority to execute this Agreement on Lessor's behalf Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by Lender. Without notice to Lessor and without affecting the validity of this Consent, Lender may do or not do anything it deems appropriate or necessary with respect to the Loan, any obligors on the Loan, or any Collateral for the Loan; including without limitation extending, renewing, rearranging, or accelerating any of the Loan indebtedness. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not constitute a waiver of or prejudice Lender's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by Lender is required in this Agreement, the granting of such consent by Lender in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

BORROWER AND LESSOR ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS LESSOR'S CONSENT, AND BORROWER AND LESSOR AGREE TO ITS TERMS. THIS AGREEMENT IS DATED _____, 2016.

BORROWER:
AVCenter, Inc, an Idaho corporation

By: _____
Melvin Wagoner, President

LESSOR:
City of Pocatello, a municipal corporation
of Idaho

LENDER:
AVFuel Corporation, a Michigan
corporation

Brian C. Blad, Mayor

Craig R. Sincock, President

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 _____, known or identified to me (or proved to me on the oath of _____ to be persons whose names are subscribed to the foregoing instrument, authorized agents for the Borrower that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said Borrower, duly authorized by the Borrower through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute said instrument.

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

AGENDA

ITEM

NO. 18



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 SYNOVIA SOLUTIONS AGREEMENT
DATE: MAY 19, 2016

It is my recommendation that the City of Pocatello Street Operations Department enter into a 12 month agreement with Synovia Solutions for fleet management services including installation of global positioning systems to assist in determining inefficiencies in vehicle usage. The monthly cost of services has been budgeted for in FY2016 budget.

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

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with Synovia Solutions (Street Dept.)
DATE: May 25, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. The Agreement is for the installation of GPS units in the Streets' Department vehicles to monitor their efficiency.

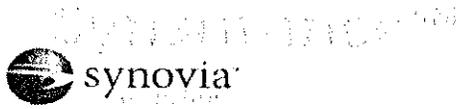
If you have any questions, please feel free to contact me.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with Synovia Solutions (Street Dept.)
DATE: May 25, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. The Agreement is for the installation of GPS units in the Streets' Department vehicles to monitor their efficiency.

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



9330 Priority Way West Dr.
 Indianapolis, IN 46240
 Phone: 317-208-1700
 Toll Free: 877-796-6842
 Fax: 317-208-2202

**GOVERNMENT
 AGREEMENT**
 No:

Customer Legal Name City of Pocatello		Customer Billing Address (if different)	
Address 1080 S. 1 st Ave		Address	
City Pocatello	County	City	County
State Idaho	Zip Code 83201	State	Zip Code
Location Contact: Kerri Farnsworth	Phone 208-234-6250	Fax	Salesperson Eric Ramirez

Tax ID# K-12 Other Municipal

PO Number (if applicable): _____ PO Expiration Date: _____

CONTRACT DURATION / NUMBER OF VEHICLES

Term of Agreement: 12 Mo.
 Total Number of Vehicles: 15
 Tax Exempt: No Yes (Attach Certificate)

THIS AGREEMENT COVERS THE FOLLOWING:

SILVERLINING SOFTWARE		EQUIPMENT LIST	
		TYPE	QTY
<input checked="" type="checkbox"/>	Core Track & Trace		
<input checked="" type="checkbox"/>	Engine Diagnostics	LMU:	
		4220	7
		4225	8
		Peripheral:	
		Other:	

Carrier: Synovia Verizon Sprint AT&T

Installation: Synovia Customer

SPECIAL INSTRUCTIONS:

RATE AND METHOD OF PAYMENT

Base Payment \$ <u>33.00</u> X Number of Vehicles <u>15</u> = \$ <u>495.00</u>	<input checked="" type="checkbox"/> Monthly
Base Payment \$ _____ X Number of Vehicles _____ = \$ _____	<input type="checkbox"/> Quarterly
Base Payment \$ _____ X Number of Vehicles _____ = \$ _____	<input type="checkbox"/> Annually
Total Rental Payment \$ <u>495.00</u>	<input type="checkbox"/> Check
Applicable Sales Tax \$ _____	<input type="checkbox"/> ACH
Total Rental Payment with Tax \$ _____	<input type="checkbox"/> Credit Card

PLEASE READ BEFORE SIGNING: THE CUSTOMER AGREES TO RENT FROM VENDOR THE EQUIPMENT LISTED ABOVE. THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS CONTAINED IN THIS RENTAL AGREEMENT. THE CUSTOMER AGREES THIS RENTAL AGREEMENT IS FOR THE RENTAL TERM INDICATED ABOVE AND CANNOT BE CANCELLED FOR ANY REASON, EXCEPT AS PROVIDED HEREIN.

AUTHORIZATION

Company Full Name (Please Print)		
Authorized Signature	Date	Authorized Representative of Synovia
Authorized Signer's Printed Name	Title	

RENTAL AGREEMENT TERMS AND CONDITIONS

1. **OWNERSHIP OF EQUIPMENT.** Synovia Solutions, LLC (hereinafter referred to as "Vendor") is the sole owner and titleholder to the Equipment. The Equipment consists of the unit(s), all peripherals, and/or connections and supplies used for installation. This Agreement constitutes a lease or bailment and is not a sale or the creation of a security interest. Customer shall not have, or at any time acquire, any right, title or interest in the Equipment, except the right to possession and use as provided in this Agreement.
2. **RENT.** The Customer agrees to pay Vendor the rental payment when due. If any payment is more than ten (10) days late, the Customer agrees to pay a late fee of ten percent (10%) or Ten Dollars (\$10), whichever is greater, on the overdue amount. Customer also agrees to pay Twenty-Five Dollars (\$25) for each check or ACH that the bank returns for insufficient funds or any other reason. Vendor shall have the right to increase the rent upon renewal or extension of this Agreement. Vendor shall notify Customer of the rental increase forty-five (45) days before the expiration of the Initial Term.
3. **SYNSURANCE.** Vendor warrants to provide to Customer at no cost the following: **Automatic quarterly updates with new features, map data, patches and hot fixes; 6 months of "bread crumb" data plus 2 years of reporting; Proactive trouble shooting on a weekly basis; hardware script updates twice per year; Uptime at 99% or Vendor will provide a credit for one days charge for the entire fleet; Lifetime hardware warranty with replacements; 2% spares on site with spare replacement within 48 hours; First occurrence fix or Vendor will provide a credit for once days charge for the entire fleet.**
4. **TAXES AND FEES.** This is a net rental. Customer agrees to pay on or before their due dates, all sales taxes, use taxes, personal property taxes, and assessments or other direct taxes or governmental charges imposed on the property or leveled against or based on the amount of rent to be paid under the Agreement or assessed in connection with this Agreement, even if billed after the end of the rental period.
5. **CANCELTION.** Customer may cancel this agreement for convenience on the anniversary date of its fiscal year end by providing Vendor with a minimum of 60 days' written notice on Customer letterhead through the US Mail or express delivery. Customer agrees that telephonic or email delivery of such notice does not constitute an authorized notice of intent to cancel to Vendor, and is not actionable. Notices received with less than 60 days' notice before the end of the fiscal year will not be valid for that fiscal year and will only be enforceable at the end of the next fiscal year. Regardless of such notice given, Customer will continue to make monthly payments until the equipment is delivered to Vendor at Customers expense.
6. **LIABILITY AND INSURANCE.** The Customer is responsible for any losses or injuries caused by the Equipment. Customer assumes all risk and liability for the loss or damage to the Equipment or the injury to any person or property of another, and for all risks and liabilities arising from the use, operation, condition, possession or storage of the Equipment. The Customer must continue to make rental payments through the entire term of this Agreement and may not cancel this Agreement for any reason, even if the Equipment has been damaged or destroyed. Vendor is not responsible for any losses or injuries caused by the installation or use of the Equipment. The Customer promises to keep the Equipment fully insured against loss and maintain insurance that protects Vendor from liability for any damage or injury caused by the Equipment or its use. **This Synsurance Agreement specifically excludes damages or loss due to theft, vandalism, any use outside normal wear and tear, Acts of God, or other circumstances outside the control of Synovia. This agreement also excludes loss due to changes to cell phone providers, coverage area changes or other changes to cell phone or internet availability. Customer understands and accepts that the hardware devices are carrier specific and any changes to the carrier might results in non-performance of the hardware devices. Customer agrees that Synovia is not responsible for any loss or damage due to changes to the cell carrier provider.**
7. **USE, MAINTENANCE, AND CARE OF EQUIPMENT.** The Customer shall be entitled to the absolute right to the use, operation, possession, and control of the Equipment during the term of this Agreement, provided Customer is not in default of any provision of this Agreement. The Customer shall assume all obligation and liability with respect to the possession of the Equipment, and for its use and operation during the rental term. Customer agrees to reimburse Vendor in full for all damage to the Equipment arising from any misuse or negligent act by Customer, its employees, or its agents. **Except for the instance of misuse or negligence, Vendor assumes full responsibility for the performance of the hardware and software and any defective or non-functioning hardware (except wiring) will be replaced at no cost to the customer, provided the Customer is not in payment default.**
8. **LOCATION OF EQUIPMENT.** The Customer will allow Vendor or its agents to inspect the Equipment at any reasonable time where it is located. If the Equipment is not being properly maintained in the sole opinion of Vendor, Vendor shall have the right, but not the obligation, to have it repaired or maintained at a service facility at the expense of Customer.
9. **ASSIGNMENT.** The customer has no right to sell, transfer, encumber, sublet, or assign the Equipment or this Agreement. Vendor may sell, transfer, or assign this Agreement without the Customer's consent. In the event of assignment by Vendor, assignee shall have all the rights, powers, privileges, and remedies of Vendor set forth in this Agreement, but none of the obligations (including but not limited to service or maintenance obligations). Customer agrees not to raise any claim or defense against Vendor or such assignee arising out of this Agreement as a defense, counterclaim or offset to any action by assignee for the unpaid balance of payments due or to become due under this Agreement or the possession of the Equipment. Vendor shall assign to Customer all manufacturers, Vendor or supplier warranties applicable to the Equipment to enable Customer to obtain any warranty service available for the Equipment. Vendor appoints Customer as Vendor's attorney-in-fact for the purpose of enforcing any warranty. Any enforcement by Customer shall be at the expense of Customer and shall in no way render Vendor responsible to Customer for the performance of any warranties. This Agreement and each of its provisions shall be binding on and shall insure to the benefit of the respective heirs, devisees, executors, administrators, trustees, successors and assigns of the parties to the Agreement.
10. **DEFAULT.** If the Customer does not pay any amount when due or perform any obligation required under this Agreement, the Customer will be in default. If the Customer defaults, Vendor can demand that the Customer pay the remaining balance of the Agreement and return the Equipment at the Customer's expense. At Vendor's option, Vendor may repossess the Equipment. Customer waives any rights that Customer may have to notice before Vendor seizes any of the Equipment and waives any requirement that the Vendor post a bond in connection with such seizure or possession. In addition, if the Customer breaks any promise in this Agreement, Vendor can use any remedies available to Vendor under the Uniform Commercial Code or any other applicable law. The exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. No failure or delay on the part of Vendor to exercise any remedy or right shall operate as a waiver. Acceptance by Vendor of rent or other payments made by Customer after default shall not be deemed a waiver of Vendor's rights and remedies arising from Customer's default. The Customer promises to pay reasonable attorney's fees and any costs associated with any legal action or action to repossess the Equipment or to enforce or interpret any provision in this Agreement. This action will not void the Customer's responsibility to maintain and care for the Equipment.
11. **CHOICE OF LAW, FORUM AND JURY WAIVER.** The Customer agrees that this Agreement will be governed by and construed in accordance with the laws of the state in which Vendor is headquartered or, if this Agreement has been assigned by Vendor, the state in which the assignee is headquartered. Vendor and Customer waive the right to a trial by jury in the event of a lawsuit. All judicial proceedings arising under this Agreement shall be adjudged by any court having jurisdiction over the Customer or the Customer's assets, all at the sole election of the Vendor or its assignee.
12. **RENEWAL.** After the initial term or any extension thereto, this Agreement shall automatically renew on a month to month basis unless the Customer notifies Vendor in writing by Certified Mail, UPS or Express Delivery directly to Vendor at the address on the front of this Agreement at least thirty (30) days prior to the expiration of the initial term or extension that the Customer does not choose to renew. No other manner of communication is acceptable. Upon

the expiration date of this Agreement, Customer shall relinquish the Equipment to Vendor together with all accessories, free from damage and in the same condition and appearance as when received by Customer, allowing for ordinary wear and tear. The Customer agrees to pay removal charges. If Customer fails or refuses to relinquish the Equipment to Vendor, Vendor shall have the right to take possession of the Equipment and for that purpose to enter any premises where the Equipment is located without being liable in any suit, action, defense or other proceeding to Customer. The Customer must pay additional rental payments due until Vendor or its agents receive the Equipment.

From time to time, Vendor may receive data or information requests or subpoenas from third parties, either as a result of an investigation or pending litigation. Customer hereby consents to Vendor's disclosure of such data or information requested pursuant to a valid and enforceable document request or subpoena. Customer agrees that it shall not be entitled to notice of such disclosure except as required by applicable state or federal law.

13. **OTHER RIGHTS.** The Customer agrees that Vendor's delay or failure to exercise any rights does not prevent Vendor from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts, which shall remain valid and in full force and effect, and the Agreement shall be modified to minimum extent provided by law.

14. **ENTIRE AGREEMENT, AMENDMENT, SEVERABILITY.** This Agreement represents the Entire Agreement between Vendor and the Customer. Any amendment, waiver or charges will bind neither Vendor nor the Customer, unless agreed to in writing and signed by both parties. No agreement, representations or warranties, other than those specifically set forth in this Agreement shall be binding on any of the parties unless set forth in writing and signed by both parties.

15. **ACH/DIRECT DEBIT.** Customer agrees to enroll for automatic payment via credit card or direct debit ACH if payment is less than \$250 per month. Customer agrees to execute separate ACH/Direct Debit Form if this condition applies.

16. **MANNER OF EXECUTION.** Facsimile or electronic signatures shall be deemed fully enforceable valid signatures as if such signatures were originals as of the date executed.

17. **INSTALLATION SURCHARGE.** The total monthly rental price on this Synsurance Agreement includes one visit (at a mutually agree upon date) by the Vendor or its authorized Contractor to install the contracted hardware and peripherals. If Vendor or its assigned Contractor is requested by Customer to return after the initial visit to install hardware on vehicles or assets, Customer agrees to pay \$750 per Installer per day for Installation services.

Customer Initials _____

**AGENDA
ITEM
NO. 19**



TRANSPORTATION PROVIDER AGREEMENT

THIS TRANSPORTATION PROVIDER AGREEMENT ("Agreement") is made and entered into this _____ day of April, 2016 (the "Effective Date"), by and between Veyo LLC (Veyo) and _____ ("Provider").

RECITALS

WHEREAS, Veyo provides mobility management services to eligible Passengers ("Passengers") for the provision of non-emergency transportation management services in the State of Idaho under contract (the "Client Contract") to certain public agencies and/or private organizations ("Client(s)"); and

WHEREAS, Veyo wishes to enter into Agreements with qualified transportation companies for the provision of high-quality transportation services; and

WHEREAS, Provider provides, among other things, non-emergency transportation services and wishes to enter into this Agreement for the provision of services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

- 1. Definitions. For purposes of this Agreement and all Exhibits, the capitalized terms used in this Agreement and not otherwise defined herein shall have the meaning set forth below:
 - a) "Agreement" shall mean this Transportation Agreement and all exhibits and schedules hereto.
 - b) "Applicable Law" means any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, proposed regulation, listing standard, ruling, directive, pronouncement, requirement, specification, determination, decision, opinion or interpretation that is, or has been issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Authority or the governing body of any national securities exchange.
 - c) "Client" or "Client(s)" shall mean the persons, agencies or entities with which VEYO has a Client Contract.
 - d) "Client Contract(s)" shall mean the agreement between VEYO and a Client pursuant to which VEYO provides non-emergency transportation management services for covered Passengers of Client.

- e) "Governmental Authority" means any federal, state, local or foreign government or any court of competent jurisdiction, administrative agency, bureau or commission or other governmental authority or instrumentality, domestic or foreign.
- f) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and the Privacy Rules promulgated therefrom concerning Protected Health Information that is confidential.
- g) "Passenger" means an individual recipient of transportation services on behalf of the Client.
- h) "Provider Manual" shall mean the Transportation Provider Operations Manual ("Provider Manual") attached to this Agreement as Exhibit "A," and as may be amended from time to time and made available to Provider.

2. Responsibilities of Veyo, Inc.:

- a) Process Transportation Request. VEYO will receive transportation requests from Passengers or their agents, verify Passenger eligibility, schedule reservations, offer trips to Provider, verify billing information, and perform such other administrative functions as VEYO deems necessary. Any trip request assigned to Provider may be withdrawn by VEYO, in its sole discretion, in the event that VEYO deems such withdrawal necessary for the proper performance of its obligations to the Client.
- b) VEYO will assign all trips to Provider via the designated portal. Additionally, all Provider reimbursement processes will be managed utilizing the designated portal.
- c) Payments for Transportation. Subject to Provider's compliance with the terms of this Agreement and the Provider Manual, VEYO shall pay Provider for its services at the rates and on the terms set forth in Exhibit "B," subject to such offset or withholdings as are permitted or required under this Agreement. Provider shall not invoice or require payment from Passengers or the Client for such services, except for collection of applicable co-payments or as and if authorized by the Client.
- d) Orientation. VEYO shall provide one or more orientation sessions for Provider staff, which will be offered at a VEYO regional office or the Provider's base of operations. Provider is responsible for ensuring that it and its employees understand all requirements and procedures for the provision of services pursuant to this Agreement.
- e) Minimum Trips. Provider agrees that this Agreement does not guarantee a minimum number of trips to be assigned from VEYO and that actual trip volume can vary. If Provider is not regularly offered trips and wishes to terminate this Agreement, then Provider must terminate this Agreement by providing notice to VEYO, per the Term and Termination clause set forth in Paragraph 8 of this Agreement.
- f) Credentialing and Re-Credentialing.
 - i) Veyo will conduct an initial Credentialing review, in person, where all company files, driver files, and vehicle files will be reviewed.
 - ii) Veyo will conduct annual credentialing reviews thereafter.

3. Responsibilities of Provider.

- a) Provider shall at all times comply with any and all Applicable Laws, and shall abide by all policies and procedures as set forth in the Provider Manual, as may be amended from time to time and provided to Provider, including, without limitation, the following:
- b) Administrative, Reservation Receipt, and General.
 - i) Provider shall comply with applicable city, county, state and federal requirements regarding licensing, certification and insurance for all personnel and vehicles.
 - ii) Provider shall establish and maintain a telephone line, internet access and the ability to accept fax transmissions.
 - iii) Provider shall receive trip reservations via fax or secure email from Veyo anytime that the designated portal becomes unavailable. Provider shall confirm the receipt of all faxes/secure email in a form acceptable to Veyo.
 - iv) For same-day or urgent medical appointments, including hospital discharges, Provider shall accept reservations and confirmation numbers from Veyo by telephone.
 - v) Provider shall transport Passengers and transportation attendants, as applicable, in accordance with the specifications of the reservations provided by VEYO and the terms of this Agreement and the Provider Manual.
 - vi) Provider will not differentiate or discriminate in the treatment of Passengers because of sex, marital status, age, race, color, national origin, ancestry, religion, disability, medical condition, height, weight, veteran status, sexual orientation or any other basis prohibited by law; and Provider will render services to Passengers in the same manner and in accord with the same standards as offered to other persons. However, Provider, upon consultation with VEYO, may refuse to transport any person who, in the judgment of the Provider, is a threat to health, safety, welfare of either Provider's employees or other Passengers, or prevents or inhibits the vehicle from being operated in a safe manner.
 - vii) Provider will ensure that all information obtained regarding Passengers in connection with this Agreement is held in strict confidence and is used only as required in the performance of Provider's obligations. As a sub-contractor of VEYO, Provider is required to execute a Business Associate Agreement, attached as Exhibit "C."
 - viii) Provider shall promptly inform VEYO if a Passenger is assigned to an improper level of service (i.e., ambulatory patient assigned to a wheelchair trip or wheelchair-bound patient to an ambulatory trip).
 - ix) Provider shall not seek to influence enrollment in and shall not directly or indirectly, engage in door-to-door, telephone, or other cold-call marketing activities associated with the services related to this Agreement.
 - x) Provider and its drivers shall not solicit passengers for services not transportation related.

- xi) Provider will utilize only drivers and vehicles that meet all the qualifications required to perform services under the Agreement, as set forth in the credentialing checklists.
 - xii) Provider will ensure the safety of the Passengers that it transports.
 - xiii) Provider will, as required, provide additional levels of service, e.g. door-to-door, hand-to-hand.
 - xiv) Provider, upon consultation with Veyo, may refuse to transport any person who, in the judgment of Provider, is a threat to the health, safety, or welfare of Provider's employees or other Passengers, or prevents or inhibits the vehicle from being operated in a safe manner.
 - xv) Provider will ensure that all information obtained regarding Passengers in connection with this Agreement is held in strict confidence and is used only as required in the performance of Provider's obligations.
 - xvi) Provider will ensure all staff new-hire and annual training on FWA "Fraud, Waste and Abuse".
 - xvii) Provider will report any suspected Fraud, Waste and Abuse to Veyo.
 - xviii) Provider will, with seventy-two (72) hours' notice, fully support Veyo's credentialing, recredentialing activities, and/or any other credentialing reviews by providing any requested company, driver and vehicles files and making vehicles available for physical inspection.
 - xix) Provider will train drivers in all requirements of the contract (detailed in Company Credentialing Checklist).
- c) **Service Standards.** Client Contract(s) may require performance of services at standards that exceed or are different from this Paragraph 3(b), which, if any, are specified in the credentialing checklists. Except as may be otherwise specified in credentialing checklists, Provider shall provide transportation services that comply with the minimum services standards set forth in the Provider Manual. If there is a conflict between the standards set forth in this Paragraph 3(b) and the credentialing checklists the standards set forth in credentialing checklist shall prevail. VEYO's or Client's staff, or their official agent, may ride on trips with any Passenger at any time to monitor service.
- d) **Vehicle Standards.** All vehicles utilized by Provider in the performance of services under this Agreement must meet the requirements set forth below, in the Credentialing Checklists, and in the Provider Manual.
- i) Each vehicle is subject to an initial and annual inspection by VEYO as well as interim inspections as required by VEYO in its sole discretion. All vehicles must be made available to VEYO or its agent(s) for inspection at any time. Inspections performed by VEYO do not replace or excuse the Provider from obtaining vehicle safety inspections as required by state or local law. Documentation of inspections performed by other agencies may, in the discretion of VEYO, suffice as long as VEYO and Client have access to the inspection records, and the inspection standards meet

or exceed those of this Agreement.

- ii) Provider shall notify VEYO immediately upon receiving notice from any Government Authority that any vehicle does not meet the requirements set forth in this Agreement, the Credentialing Checklist, or the Provider Manual.
 - iii) Any vehicle found non-compliant with the inspection standards set forth in the Credentialing Checklist or the Provider Manual, or with state licensing requirements, safety standards, state or ADA regulations or other state or federal laws or regulations, shall be immediately removed from service and shall pass a re-inspection before it may be used to provide transportation services for Passengers under this Agreement.
 - iv) Provider shall utilize only its own leased or owned vehicles and, other than independent contractor drivers, shall not sublet, subcontract or arrange for transportation under this Agreement from any third party without the express written approval of VEYO.
 - v) Provider shall, upon receiving notice from VEYO, discontinue immediately the use of any vehicle that VEYO determines, in its sole and absolute discretion, does not meet the requirements set forth herein, in the Credentialing Checklist, or in the Provider Manual.
- e) Driver and Attendant Qualifications. All drivers and provider supplied attendants used to perform services under this Agreement shall, at a minimum, meet the applicable qualifications and performance standards listed in the Credentialing Checklist or the Provider Manual. Each driver's and attendant's records and qualifications are subject to an initial and annual inspection by VEYO, as well as interim inspections as required by VEYO in its sole discretion. Any driver or attendant failing, at any time, to meet all of the applicable qualifications or any requirements imposed by state or local law, shall be prohibited from providing service under this Agreement. VEYO and the Client reserve the right to disallow any driver or attendant from performing services under this Agreement.
- i) Provider shall notify VEYO immediately upon receiving notice from any Government Authority that any driver or attendant does not meet the requirements set forth in this Agreement, the Credentialing Checklist, or the Provider Manual.
 - ii) Provider shall, upon receiving notice from VEYO, cease assigning trips under this contract to any driver that VEYO determines, in its sole and absolute discretion, does not meet the requirements set forth herein, in the Credentialing Checklist, or in the Provider Manual.
- f) Licensure and Certification
- i) Provider warrants that it has never been terminated from participation in any state Medicaid or Medicare/Medicaid program or been determined to have committed Medicaid or Medicare fraud.
 - ii) Provider shall comply with all Applicable Laws. Such Applicable Laws shall have priority over any conflicting provision of this Agreement, the Credentialing Checklist,

or the Provider Manual.

- iii) Provider warrants that it has and shall maintain throughout the term of this Agreement all licenses and certificates required by any Government Authorities, including but not limited to all licenses, registrations or certificates required to provide transportation for hire. Provider will furnish VEYO with such documentation immediately upon request.
- iv) Provider warrants that it has not been excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act.

g) Indemnification

To the fullest extent permitted by law, Provider, shall pay, defend , indemnify and hold harmless Veyo , Veyo Client and the agents, representatives, officers, directors and employees of Veyo from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of any actions, acts, errors, mistakes or omissions caused in whole or in part by Provider relating to work or services in the performance of this Contract, including but not limited to, works or services by any subcontractor or anyone directly or indirectly employed by or contracting with a Provider or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Provider's employees or subcontractors.

If any claim, action or proceeding is brought against the Indemnified Group, by reason of any event that is the subject of this Contract, Provider, at its sole cost and expense, shall pay, resist or defend such claim or action on behalf of the Indemnified Group by attorney of Provider, or if covered by insurance, Provider's insurer. Veyo will cooperate with all reasonable efforts in the handling and defense of such claim. Any settlement of claims must fully release and discharge the Indemnified Group from any further liability for those claims. If the Provider neglects or refuses to defend the Indemnified Group as provided by this contract, any recovery or judgment against the Indemnified Group for a claim covered under this contract shall conclusively establish the Provider's liability to the Indemnified Group in connection with such recovery or judgment, and if Veyo desires to settle such dispute, Veyo shall be entitled to settle such dispute in good faith and Provider shall be liable for the amount of such settlement, and all expenses connected to the defense, including reasonable attorney fees, and other investigative and claims adjusting expenses.

Insurance provisions set forth in the Contract are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

- h) Insurance. Provider shall procure and maintain, until all of its obligations hereunder have been discharged and any warranty periods hereunder are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in

connection with the services performed hereunder by the Provider, its agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. VEYO in no way warrants that the minimum limits contained herein are sufficient to protect the Provider from liabilities that might arise out of the services performed under this Agreement by the Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase such additional insurance as may be determined necessary.

- i) VEYO reserves the right to charge Provider an additional administrative per-trip fee in the event that VEYO determines, in its sole and absolute discretion, that Provider does not maintain adequate insurance. Such fee shall not be for the purposes of providing any additional insurance to Provider, Client or Passenger, but shall instead be for the purpose of recouping a portion of VEYO's additional insurance costs associated with the additional risk imposed upon VEYO and occasioned by Provider's inadequate coverage. VEYO shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance, executed by a duly authorized representative of each insurer, requiring notice to VEYO at least 30 days prior to cancellation of any such policy or policies.
- ii) Minimum Scope and Limits of Insurance. The Provider shall, at its sole cost and expense, obtain and maintain in full force and effect during the term of this agreement, general liability and automobile liability insurance issued by an insurance company or companies licensed to do business in each jurisdiction in which services are provided hereunder with minimum limits of not less than ONE MILLION US DOLLARS (\$1,000,000.00) Combined Single Limit.
- iii) Workers' Compensation. Provider shall provide workers' compensation insurance that meets all applicable state statutory requirements by law for its employees. Provider shall require all subcontractors similarly to provide such compensation insurance for their respective employees.
- iv) Self-Insured Retentions or Deductibles. Any self-insured retentions and deductibles must be declared to and approved in advance by VEYO.
- v) Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in each jurisdiction in which services are provided hereunder and with not less than an "A" rating. VEYO in no way warrants that the above-required minimum insurer rating is sufficient to protect the Provider from potential insurer insolvency.
- vi) Verification of Coverage. Provider shall furnish VEYO with Certificates of Insurance AND endorsements as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates are to be received and approved by VEYO before services commence. Each insurance policy required by this Agreement must be in effect at or prior to commencement of services under this Agreement and

remain in effect for the duration of the Agreement. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the Agreement. All certificates required by this Agreement shall be sent directly to:

Veyo, Inc.
4600 West Camelback Rd.
Glendale, AZ 85301
Attn: Corporate Compliance

- vii) In the event of a claim presented by any party in reference to services completed by Provider, the Provider agrees to notify their insurance carrier and provide timely status to VEYO. Failure of Provider to handle claim may result in VEYO resolving claim and charging the Provider for any costs related to same to include legal costs.
- viii) Approval. Any modification or variation from the insurance requirements in this Agreement must have prior written approval by VEYO, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action, and shall be subject to the imposition of additional fees as described above.
- i) Provider Performance Standards/Quality Assurance Plan. Provider agrees to participate in VEYO's quality assurance plan, which may include discussing Provider's performance in the delivery of transportation. Provider agrees to assist in the development of corrective action plans and cooperate with all data collection that may be requested to monitor the results of such corrective action plans.
- j) Maintenance of Records. Provider shall establish and maintain the driver, vehicle records and related information required in the Credentialing Checklists and Provider Manual, and shall provide evidence of compliance within three days' notice, or as otherwise required under this Agreement, upon request by VEYO, the Client or its agents. All records shall be maintained and available for review by authorized personnel during the entire term of the contract and for a period of ten (10) years thereafter. If a credentialing review is in progress or litigation is in progress or threatened, all documents shall be maintained until such credentialing review and/or litigation is fully resolved. Upon reasonable notice, Provider shall permit VEYO (or designee) to examine and/or credentialing review trip documentation for Passengers and will assist VEYO in examining all requested documentation. Providers may be required to maintain documentation for longer periods of time to the extent necessary to comply with applicable laws or regulations or the requirements of VEYO's Clients.
- k) Accidents or Incidents. Provider shall immediately inform VEYO of any incident involving a Passenger, driver or other passenger; any moving violation that occurs while delivering services under this Agreement; and any other incident involving a Passenger that could result in liability to Provider or VEYO.
 - i) Veyo must be notified within 1 hour if a passenger is injured.
 - ii) The Provider shall file a written report with VEYO within three (3) working days of any accident, incident, or moving violation and shall cooperate with VEYO and the

Client during any ensuing investigation. Provider shall include a copy of any police reports and tickets/summons with its written report as supporting documentation.

- iii) Provider shall complete a full investigation on any accident/incident that could result in liability to Provider or VEYO and communicate their findings regarding liability to the Passenger, Veyo, and their insurance provider as appropriate. This report shall include:
 - (1) A description of the investigation;
 - (2) Identified causal factors; and
 - (3) Corrective actions.
4. Indemnification. Provider shall indemnify, defend, protect, and hold VEYO, each Passenger and Client(s) harmless from and against any and all claims, damages, losses, costs and/or liabilities of any kind or nature whatsoever arising or alleged to arise from or related to actions connected with services provided by, or at the direction of, Provider or its agents, including the cost of reasonable attorney fees and other expenses incurred by or assessed against VEYO Passengers and/or the Clients.
5. Independent Contractor. The relationship between VEYO and Provider is solely that of an independent contractor and nothing in this Agreement or otherwise shall be construed or deemed to create any other relationship including one of employer and employee or principle and agent or joint venture or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Provider is solely responsible for the management, compensation, and payment of employment related taxes and insurance for its employees, if any, including but not limited to workers' compensation and unemployment insurance, if required.
6. Collusion. Provider understands that the fee schedule set forth on Exhibit B, as well as the fees payable to other providers, may be in part based on the availability or scarcity of vehicles, providers or drivers. Accordingly, Provider agrees that it will not collude with any other provider for the sharing or allocation of trips, and will immediately report to VEYO any communication to or from any other provider, the purpose of which is to attempt to collude to manipulate the fee for any trip. Any violation of this Section 6 shall constitute a material, incurable breach of this Agreement.
7. Offset. In the event that VEYO determines that Provider is in violation of any requirement of this Agreement or the Provider Manual, VEYO may, in addition to or in lieu of any other remedy hereunder, elect to withhold any and all payments to Provider until such violation is remedied to VEYO's satisfaction.
8. Term and Termination. The term of this Agreement shall be one (1) year from the effective date set above. The agreement shall be renewed for successive one year periods subject to the Provider being deemed by VEYO to be in compliance with all requirements during a recredentialing credentialing review and execution of a renewal amendment. Either party may give notice of termination 30 days prior to the last day of any term. In addition, either party may terminate this Agreement without cause upon 30 days written notice. Either party may terminate this Agreement in the event of a material breach of the Agreement, provided that the

non-breaching party shall have first provided the other party with written notice and description of the breach and ten (10) days to cure the breach.

9. Assignment. Provider may not assign, transfer, delegate, consign, or convey to any other person or entity Provider's rights and responsibilities hereunder without the express written consent of VEYO, such consent/dissent to be at the sole discretion of VEYO. Any attempted unauthorized assignment shall be null and void. VEYO may assign its rights and obligations under this Agreement and any such assignment shall be communicated to Provider by written notice.

10. Certifications.

- a) DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689) Provider certifies that neither it nor any of its employees or subcontractors are debarred, suspended, terminated or otherwise excluded from Federal Procurement or Non-Procurement Programs.
- b) OFFICE OF INSPECTOR GENERAL EXCLUSION/SANCTIONS AND MONITORING. As a contracted entity of Client, VEYO and its sub-contractors are required to adhere to all government regulations related to the administration and servicing of Federal Medicare/Medicaid Products, including those governed by the U.S. Health and Human Services Office of Inspector General.
- c) VEYO is prohibited from hiring or entering into contracts with individuals and or entities for functions related to Client who have been recently convicted of a criminal offense related to health care or who are listed as debarred, suspended, terminated or otherwise excluded under the HHS/OIG List of Excluded Individuals ("LEIE List") <http://exclusions.oig.hhs.gov/>; the General Service Administration's Excluded Parties List System ("EPLS") <http://www.epls.gov/>; or any other applicable state exclusion list including other state Medicaid programs.
- d) Provider certifies its employees and sub-contractors to provide services under this Agreement are not debarred, suspended terminated or otherwise excluded under the LEIE, EPLS or any applicable state exclusion list, including other state Medicaid programs.
- e) Provider certifies its directors, officers, partners, owners or persons with a five per cent (5%) or more direct or indirect ownership or control interest in the Provider are not debarred, suspended, terminated or otherwise excluded under the LEIE, EPLS or any applicable state exclusion list, including other state Medicaid programs.
- f) Provider agrees to confirm the identity of and determine the exclusion status of contractors, employees and any person with an ownership or control interest or who is an agent or managing employee of the Provider prior to contracting and employment and through monthly routine checks using the LEIE database, the General Services Administration's EPLS, any other applicable state exclusion list and any such other databases as the U.S. Secretary of Health and Human Services may prescribe.
- g) Provider agrees to immediately notify VEYO of any debarment, suspension, termination or exclusion as described hereinabove. Provider acknowledges and agrees that failure to provide such notice entitles VEYO to immediately terminate the Agreement upon

written notice to Provider.

- h) BYRD ANTI-LOBBYING AMENDMENT (31 USC 1352): Provider certifies that it will not and has not used Federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a Recipient of Congress or an employee of a Recipient of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 USC 1352.
- i) COPELAND "ANTI-KICKBACK" ACT (18 USC 874 and 40 USC 276c) :Provider certifies that it is in compliance with the Copeland "Anti-Kickback" Act, 18 USC 874, as supplemented by Department of Labor regulations, 29 CFR 3.

11. Additional Provisions.

- a) **Governing Law.** This Agreement shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Arizona without regard to choice of law principles. Any action or proceeding concerning this Agreement shall be commenced in Maricopa County, Arizona, and the parties irrevocably consent to personal jurisdiction and venue in Maricopa County, Arizona.
- b) In compliance with 42 CFR § 1001.1301, IDHW, the Medicaid Fraud Control Unit of the office of the Idaho Attorney General, the U.S. Department of Health and Human Services, or their agents, shall be given immediate access to, and permitted to review and copy any and all records relied on by the Provider in support of services billed to Medicaid.
- c) **Headings.** The headings and titles of the sections of this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any provision herein.
- d) **Non-solicitation.** Neither Provider nor VEYO shall solicit for employment any current employee of the other party nor employ any former employee of the other party for a period of one year from the time any such employee terminates or is terminated from his or her position with the other party, without the express written consent of the other party.
- e) **Confidentiality.** Provider shall treat all information obtained by it through its performance under this Agreement as confidential, and shall not use any information so obtained in any manner other than to discharge its obligations under this Agreement or as otherwise specifically provided for herein. Provider agrees to sign and abide by any subsequent agreements with respect to confidentiality as may be required by the Health Insurance Portability and Accountability Act (HIPAA) and any similar laws. Both VEYO and the Client shall have unrestricted authority, to the extent permitted by law, to reproduce, distribute, or use in whole or in part any submitted reports, data or materials associated with any services provided by Provider under this Agreement.
- f) **Notices.** Except for notices required under Section 3(f)(iv) above, all written notices required by this Agreement shall be deemed delivered either on the date of receipt if personally delivered; on the day following mailing if sent postage prepaid by overnight mail through a nationally recognized overnight carrier, or on the third day following

mailing, if mailed postage prepaid, Certified, Return Receipt Requested. Such notices shall be sent to the following addresses as appropriate, or to such other addresses as the parties may hereafter designate:

Veyo, Inc.
 4600 W. Camelback Road
 Glendale, Arizona 85301
 Attn: Corporate Compliance

To Provider at: _____

- g) **Assignment.** VEYO may assign its rights hereunder to this Agreement to a successor organization, or to the Client, or a designee or agent of the Client. In such event, Provider may not cancel this Agreement for 181 days following such assignment. Either party exercising its rights under this provision must do so by written notice.
- h) **Amendments.** This Agreement (including Exhibits) may be amended only by a document in writing, duly executed by an authorized representative of both parties.
- i) **Client Amendment.** This Agreement is subject to approval by the Client. In the event that the Client at any time requires modifications to this Agreement, the parties hereto will execute amendments to this Agreement reflecting such modifications. If either party is unwilling to accept any such modifications required by the Client, such party may exercise its termination right hereunder.
- j) **Dispute Resolution and Arbitration.** If any claim or controversy arising out of or relating to this Agreement cannot be resolved by the parties in the normal course of business, each party shall designate a member of its senior management to meet in an attempt to resolve the dispute. If the dispute cannot be resolved to the satisfaction of the parties in this manner, the dispute shall be referred for binding arbitration in accordance with the commercial dispute arbitration rules of the American Arbitration Association. Each party shall bear its own costs and expenses and an equal share of the arbitrators' fees and other administrative fees related to the arbitration. Judgment upon an award in arbitration may be entered in any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of the award and enforcement, as the law of the state having jurisdiction may require or allow. The provisions of this Section shall survive the termination of this Agreement.
- k) **Severability.** If any provision of this Agreement is held invalid by law, rule, order or regulation of any relevant government, or by the final determination of a court of last resort, such invalidity shall not effect (a) the other provisions of this Agreement, (b) the application of such provision to any other circumstances other than that with respect to which this Agreement was found to be unenforceable or (c) the validity or enforceability of this Agreement as a whole. The parties hereto agree to negotiate in good faith to

replace any provision found to be unenforceable so that the economic effects of this Agreement for each party remain the same.

- l) Waiver. Any delay or omission by either party to exercise any right or remedy under this Agreement shall not be construed to be a waiver of any such right or remedy or any other right or remedy hereunder. Except as otherwise explicitly set forth herein, all of the rights of either party under this Agreement are cumulative and may be exercised separately or concurrently.
- m) The Transportation Provider desires to join VEYO’s Transportation network and attests that all information that they provided during the credentialing process and all information they will provide during the course of this agreement are true to the best of their knowledge. Providing false information will be grounds for immediate cancellation of the agreement.
- n) Entire Agreement. This Agreement contains the entire agreement of the parties with respect to its subject matter and supersedes all prior oral or written agreements or understanding regarding the same subject matter. The Recitals are a part of this Agreement and shall be considered in the interpretation of this Agreement.

IN WITNESS WHEREOF, VEYO and Provider have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Veyo, Inc.

Luke Boehland

Signature

Luke Boehland

Printed Name

Idaho Regional Manager

Title

Provider: _____

Signature

Printed Name

Title



TRANSPORTATION PROVIDER AGREEMENT

EXHIBIT A

VEYO TRANSPORTATION PROVIDER OPERATIONS MANUAL

TRANSPORTATION PROVIDER AGREEMENT

EXHIBIT B

THIS RATES, INVOICING AND PAYMENT TERMS AGREEMENT ("Agreement") is made and entered into this _____ day of April, 2016 (the "Effective Date"), by and between Veyo, Inc. ("VEYO") and _____ ("Provider").

VEYO and Provider hereby agree to the following terms for invoicing and payment of claims and for the re-submittal of denied claims.

Rates

Only services specifically pre-authorized by VEYO will be compensated. Pricing for transportation performed by provider under the Agreement shall be per this Exhibit B.

To determine the payment amount, VEYO calculates mileage using proprietary and/or third party mapping software. Distances are measured as the shortest distance from the point of pick-up to the point of drop-off and rounded up to the nearest whole number.

Provider agrees that VEYO's method of determination of mileage is appropriate. If Provider believes there is a material error, Provider must bring it to VEYO's attention before running the trip. VEYO will review the trip or trips in question and may reference other software to verify the distances. Any correction remains the sole decision of VEYO. If Provider is not satisfied with VEYO's decision regarding the mileage, it may reroute the trip. Performance of a trip constitutes acceptance of the mileage provided by VEYO. Trips that exceed the designated mileage due to inclement weather, road closures or other non-controllable events must be reported to VEYO on the same day the event occurs.

Provider must perform transportation at the class of service (e.g., ambulatory sedan/van, wheelchair, stretcher or non-emergency ambulance) requested by VEYO.

Wait Time

Only wait time specifically pre-authorized by VEYO will be compensated. In general, wait time will only be pre-authorized for trips greater than 50 miles.

Payment Terms

Providers will be paid utilizing trip management data in the designated portal. Providers are responsible for monitoring the designated portal for accuracy. All discrepancies must be immediately reported to the Provider's VEYO contact person.

Charges Against Invoices

If requested or otherwise required by the Client Contract, VEYO may provide certain driver and/or attendant training and/or orientation services to Provider free of charge. VEYO's cost to produce the materials distributed to Provider (or employees of Provider) pursuant to these training and/or orientation services may be deducted from Provider's invoice following such training or orientation services with prior approval of the Provider.

Schedule

Standard Provider Rates		
Service Type	Drop Rate	Mileage Rate
Ambulatory	\$2.00	\$1.26
Wheelchair	\$5.00	1.70
Gurney	\$90.00	\$3.50
Bariatric Wheelchair	\$15.00	\$2.29
Other	N/A	N/A

IN WITNESS WHEREOF, VEYO and Provider have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Veyo, Inc.

Provider: _____

Luke Boehland

Signature

Signature

Luke Boehland

Printed Name

Printed Name

Idaho Regional Manager

Title

Title

TRANSPORTATION PROVIDER AGREEMENT

EXHIBIT C

BUSINESS ASSOCIATE AGREEMENT FOR THE PROTECTION OF CONFIDENTIAL HEALTH INFORMATION IN COMPLIANCE WITH HIPAA

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into as of this _____ day of April 2016 ("Effective Date"), by and between Veyo, Inc.(VEYO) and Provider ("BUSINESS ASSOCIATE") to comply with the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended.

RECITALS

Whereas, VEYO and BUSINESS ASSOCIATE are parties to a Transportation Provider Agreement ("Provider Agreement"), pursuant to which BUSINESS ASSOCIATE provides services to VEYO; and Whereas, in connection with services provided under the Agreement, VEYO makes available to BUSINESS ASSOCIATE certain Protected Health Information that is confidential and must be afforded special treatment and protection;

Now therefore, the Parties agree as follows:

1. DEFINITIONS

- a) Breach shall mean the acquisition, access, use or disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security of privacy of the PHI as defined, and subject to the exceptions set forth, in 45 CFR Section 164.402.
- b) Business Associate shall mean the party providing services to VEYO under the Transportation Provider Agreement.
- c) Covered Entity ("CE") shall mean the client for which services are performed.
- d) HITECH BA Provisions shall mean those provisions of the HITECH Act of the American Reinvestment and Recovery Act of 2009 imposing requirements on Business Associates with respect to privacy, security and breach notification, plus any regulations adopted by the Secretary to implement the HITECH Act Business Associate provisions.
- e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- f) Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- g) Protected Health Information shall have the same meaning as the term "protected health

information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of CE.

- h) Required by Law shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- i) Secretary shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- j) Security Rule shall mean the Security Standards for the Protection of Electronic Protected health Information at 45 CFR Part 160 and Part 164, subparts A and C.
- k) Service Agreement "(Agreement)" shall mean the Transportation Provider Agreement between Business Associate.
- l) All other capitalized terms not defined herein shall have the meanings assigned in the Privacy Rule, the Security Rule and the HITECH Act.

2. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
- b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d) Business Associate agrees to report to CE any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate agrees to contact the Director of Operations, Human Resources, Veyo's HIPAA Compliance Officer, or Corporate Compliance, at 602.200.5500, with any such reports.
- e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of CE agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f) Business Associate agrees to provide access, at the request of CE, and in the time and manner designated by CE, to Protected Health Information in a Designated Record Set, to CE or, as directed by CE, to an Individual in order to meet the requirements under 45 CFR 164.524.
- g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the CE directs or agrees to pursuant to 45 CFR 164.526 at the request of CE or an Individual and in the time and manner designated by CE.
- h) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of CE available to the CE, or at the request of the CE to the Secretary, in a time and manner designated by the CE or the Secretary, for purposes of the

Secretary determining CE's compliance with the Privacy Rule.

- i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CE to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with CFR 164.528.
- j) Within fifteen (15) days of receiving a request from CE, Business Associate agrees to make available the information necessary for CE to make an accounting of Disclosures of PHI about an Individual.
- k) The provisions of the HITECH Act that apply to business associates and are required to be incorporated by reference in a business associate agreement are hereby incorporated into this Agreement, including, without limitation, 42 USC Sections 17935(b), (c),(d) & (e), and 17936(a) & (b).
- l) Without limitation of the foregoing:
 - i) Pursuant to 42 USC Section 17931(a), the following sections of the Security Rule shall apply to Business Associate in the same manner as they apply to the CE:
 - (1) Section 164.308 - Administrative Safeguards;
 - (2) Section 164.310 - Physical Safeguards;
 - (3) Section 164.312 - Technical Safeguard; and
 - (4) Section 164.316 - Policies and procedures and documentation requirements.
 - ii) Pursuant to 42 USC Section 17934(a), Business Associate may use or disclose PHI that it obtains or creates only if such use or disclosure, respectively, is in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule.
- m) Pursuant to 42 USC Sections 17931(b), 17934(b) & 17934(c), Section 164.504(e)(1)(ii) of the Privacy Rule shall apply to Business Associate with respect to compliance with such subsection, in the same manner that such section applies to CE, with respect to compliance with the standards in sections 164.502(e) and 164.504(e) of the Privacy Rule; except that in applying such Section 164.504(e)(1)(ii), each reference to Business Associate, with respect to a contract, shall be treated as a reference to the CE involved in such contract. To the extent necessary to achieve the purposes of the foregoing, Business Associate shall have the right to terminate this Agreement and all contracts to which it relates if CE is in material breach or violation of this Agreement and fails to cure such breach or violation.
- n) 42 USC Sections 17931(b) & 17934(c) each apply to Business Associate with respect to its status as a business associate to the extent set forth in each such Section.
- o) Pursuant to 42 USC Section 17932, without unreasonable delay, and in any event no later than sixty (60) calendar days after Discovery, Business Associate shall notify the Corporate Compliance, Veyo's HIPAA Compliance Officer, or Corporate Compliance, at 888-482-8458, of any Breach of Unsecured PHI. The notification shall include, to the extent possible and subsequently as the information becomes available, the identification of all individuals whose Unsecured PHI is reasonably believed by Business Associate to have been Breached along with any other available information that is required to be included in the notification

to the Individual, HHS and/or the media, all in accordance with the data breach notification requirements set forth in 42 USC Section 17932 and 45 CFR Parts 160 & 164 subparts A, D, & E.

3. PERMIVEYOED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a) General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, CE for the purposes discussed in this section, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by CE, for the purpose of performing the Transportation Provider Agreement.
- b) Specific Use and Disclosure Provisions:
 - i) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - ii) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - iii) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to CE as permitted by 42 CFR 164.504(e)(2)(i)(B).

4. OBLIGATIONS OF COVERED ENTITY

- a) CE shall provide Business Associate with the notice of privacy practices that CE produces in accordance with 45 CFR 164.520, as well as any changes to such notice.
- b) CE shall notify Business Associate of any limitation(s) in its notice of privacy practices to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- c) CE shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- d) CE shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that CE has agreed to in accordance with 45 CFR 164.522.
- e) CE shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CE.

5. TERM AND TERMINATION

- a) Term. The Term of this Agreement shall be effective as of the date first written above, and

shall terminate when all of the Protected Health Information provided by CE to Business Associate, or created or received by Business Associate on behalf of CE, is destroyed or returned to CE, or, if it is not feasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Transportation Provider Agreement.

- b) Termination for Cause. Upon CE's knowledge of a material breach by Business Associate, CE shall provide an opportunity for Business Associate to cure the breach or end the violation, and CE shall:
 - i) Terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CE, or
 - ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
 - iii) If neither termination nor cure is feasible, CE will report the violation to the Secretary.
- c) Effect of Termination:
 - i) Except as provided in the following paragraph, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from CE, or created or received by Business Associate on behalf of CE in accordance with State and Federal retention guidelines. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to CE notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. MISCELLANEOUS

- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for CE to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c) Survival. The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.
- d) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits CE to comply with the Privacy Rule.

IN WITNESS WHEREOF, VEYO and BUSINESS ASSOCIATE have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Veyo, Inc.

Provider: _____

Luke Boehland

Signature

Signature

Luke Boehland

Printed Name

Printed Name

Idaho Regional Manager

Title

Title

TRANSPORTATION PROVIDER AGREEMENT

EXHIBIT D

MEDICARE ADVANTAGE/MEDICAID REQUIREMENTS

THIS MEDICARE ADVANTAGE/MEDICAID REQUIREMENTS AGREEMENT (“Agreement”) is made and entered into this _____ day of April 2016 (the “Effective Date”), by and between Veyo, Inc. (“VEYO”) and _____ (“Provider”).

As part of VEYO’s obligations under its Client Contracts, VEYO is required to comply, and cause its Downstream Entities to comply, with the requirements set forth in this Exhibit E with respect to the provision of services under that Client Contract, including the performance of Delegated Activities in connection with Company or its subsidiaries or affiliates’ Medicare/Medicaid Program. VEYO and its Downstream Entities agree to abide by all applicable provisions of the Medicare/Medicaid program and to fulfill VEYO’s obligations hereunder in a manner consistent with Company’s obligations under the Medicare/Medicaid program. VEYO’s and its Downstream Entities’ obligations specifically include the following:

1. Definition. For purposes of this Exhibit, the following terms apply:
 - 1.1. “Applicable Requirements” shall mean any and all applicable federal and state laws, regulations and rules, CMS instructions and guidance, Company’s Medicare Advantage/Medicaid contract requirements with CMS, Company’s Medicare Advantage/Medicaid Program policies and procedures, and Company’s Provider Manual requirements (if applicable), as in existence as of the execution of the Client Contract or as subsequently amended or established. Such laws shall include, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); Title XVIII of the Social Security Act; and Federal laws and regulations designed to prevent or ameliorate fraud, waste and abuse, including, but not limited to, applicable provisions of the Federal anti-kickback statute and laws governing the recipients of funds from Federal health care programs (such as the False Claims Act).
 - 1.2. “CMS” shall mean the Centers for Medicare & Medicaid Services, which is the agency of the federal government within the U.S. Department of Health and Human Services (“HHS”) responsible for administration of Medicare/Medicaid, including the Medicare Advantage/Medicaid programs under which Company offers Medicare/Medicaid Programs.
 - 1.3. “Company” shall mean VEYO Clients and any subsidiaries that contract with CMS to offer Medicare Advantage/Medicaid benefits to Medicare/Medicaid beneficiaries.
 - 1.4. “Delegated Activities” shall mean those services and related functions under Company’s Medicare/Medicaid contracts with CMS, which Company has delegated to VEYO.
 - 1.5. “Downstream Entity” shall mean, consistent with 42 Code of Federal Regulations (“C.F.R.”) §§ 422.2 and 423.2, any entity that enters into a written arrangement descending from and subordinate to the Client Contract with VEYO, which is entered into for the purpose of

providing goods or services in connection with Company's obligations under its Medicare/Medicaid contract(s) with CMS. Such term includes without limitation contractors and subcontractors.

1.6. "Medicare/Medicaid Program" shall mean the health benefit plans offered by VEYO Clients and any subsidiaries under the Medicare Advantage/Medicaid programs pursuant to contract(s) with CMS.

2. Confidentiality of Records and Enrollment Information.

2.1. VEYO and its Downstream Entities shall comply with all Applicable Requirements regarding health care privacy and security, including without limitation the confidentiality and security provisions stated in the regulations at 42 C.F.R. §§ 422.118, 422.504(a)(13) and 423.136, for any medical records or other health and enrollment information VEYO or its Downstream Entities maintain with respect to Company's Passengers. Additionally, with respect to such Passengers, VEYO and Downstream Entities must establish procedures that are consistent with Company's Medicare/Medicaid Program policies and procedures and Provider Manual to do the following:

2.1.1. Abide by all Federal and State laws regarding confidentiality and disclosure of medical records, or other health and enrollment information. VEYO and Downstream Entities must safeguard the privacy of any information that identifies a particular Passenger.

2.1.2. Ensure that medical information is released only to authorized individuals in accordance with applicable federal or state law, or pursuant to court orders or subpoenas consistent with law.

2.1.3. Maintain the records and information in an accurate and timely manner.

2.2. This Section 2 shall survive termination of the Transportation Agreement, regardless of the cause giving rise to termination.

3. Exclusion Screening and Related Requirements.

3.1. VEYO and its Downstream Entities shall not employ or contract with individuals or entities that are excluded under the HHS Office of Inspector General's List of Excluded Individuals/Entities (the "OIG List") or otherwise excluded from participation in Medicare/Medicaid or other Federal Health Care Programs, or are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency ("Excluded Individuals").

3.2. VEYO and its Downstream Entities shall:

3.2.1. Review the OIG List and the U.S. General Services Administration's Excluded Parties List System prior to the initial hiring of any employee or the engagement of any Downstream Entity to furnish services to Company's Medicare/Medicaid Program, and monthly thereafter, to ensure compliance with this Section 3;

3.2.2. Provide documentation, upon written request by Company, of such Exclusion Screening and Related Requirements;

3.2.3. Immediately notify Company upon discovering that it, or any of its employees or Downstream Entities, has furnished Medicare/Medicaid program related services to

Company under the Client Contract as or through an Excluded Individual or that a person or entity furnishing services under this Transportation Agreement has been convicted of a criminal felony that could serve as the basis of Federal health care program exclusion; and

3.2.4. Immediately remove an Excluded Individual from any work related, directly or indirectly, to services furnished under the Client Contract and take other appropriate corrective action requested by Company based on the above notification.

4. Company Passenger Hold Harmless.

4.1. Pursuant to 42 C.F.R. § 422.504(g) and (i)(3)(i) and 42 C.F.R. § 423.505(g) and (i)(3)(i), VEYO and its Downstream Entities shall not, in any event, including, without limitation, non-payment by Company, insolvency of Company, or breach of the Client Contract, bill, charge, collect a deposit from, seek compensation or remuneration or reimbursement from, hold responsible, or otherwise have any recourse against any Passenger or any other person acting on behalf on any Passenger. VEYO and Downstream Entities agree that they shall not maintain any action at law or equity against a Passenger to collect sums owed pursuant to the Client Contract. This Section 4 does not prohibit collection of applicable coinsurance, deductibles or copayments, as specified in Company's applicable Evidence of Coverage.

4.2. VEYO and its Downstream Entities agree that Passengers eligible for both Medicare and Medicaid will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts, nor be held liable for cost-sharing that exceeds the amount a Passenger would be required to pay under the Medicaid program. VEYO agrees to accept Company's payment as payment in full, or to bill the appropriate State source.

4.3. This Section 4 shall (i) survive the termination or expiration of the Client Contract regardless of the cause giving rise to such termination and shall be construed to be for the benefit of Passengers and (ii) supersede any oral or written contrary agreement now existing or hereafter entered into between VEYO or Downstream Entity and Passenger or a person acting on a Passenger's behalf.

5. Compliance with Law.

5.1. VEYO and its Downstream Entities shall comply with all Applicable Requirements, including without limitation with all applicable Medicare/Medicaid laws, regulations and CMS instructions, in performing functions, services or activities under the Client Contract. All functions, services or other activities performed by VEYO and Downstream Entities under the Client Contract with respect to Company's Medicare/Medicaid Program shall be consistent with, and comply with, Company's contractual obligations to CMS. VEYO acknowledges that Company receives Federal funds and that as a subcontractor of Company, the payments to VEYO under this Agreement are, in whole or in part, from Federal funds.

6. Maintenance of Records and Credentialing reviews.

6.1. VEYO and Downstream Entities shall maintain operational, financial, administrative and medical records, contracts, books, files and other documents as required legally or pursuant to prudent business practices in connection with services performed under the Client Contract ("Records"). Such Records shall be maintained in a timely and accurate manner and

shall, at a minimum, be sufficient to allow Company to determine whether VEYO and its Downstream Entities are performing their obligations under the Client Contract consistent with the terms of the Client Contract and in accordance with Applicable Requirements and to confirm that the data submitted by VEYO and its Downstream Entities for reporting and other purposes is accurate.

- 6.2. Upon request, VEYO and Downstream Entities shall promptly give the Company, the HHS, the Comptroller General of the United States, CMS, and/or their designees the right to access, credentialing review, evaluate, and inspect any books, contracts, computer or electronic systems and records, including medical records, patient care documentation, encounter data and other records of the VEYO or any Downstream Entity or its transferee that pertain to any aspect of the Client Contract, including without limitation Delegated Activities or other services performed under the Client Contract, reconciliation of benefit liabilities, and determination of amounts payable under the Client Contract, or that the Secretary of HHS (or CMS) may deem necessary to enforce its contract with Company. VEYO shall furnish such access, credentialing review, evaluation and inspection rights by providing copies of such Records to Company at no additional cost and Company will provide such Records directly to the applicable regulatory agency, unless Company, in its discretion, directs VEYOs to furnish copies directly to the applicable regulatory agency.
 - 6.3. VEYO and Downstream Entities agrees to permit CMS, HHS, the Comptroller General and Company or their designees to conduct on-site evaluations of VEYO and Downstream Entity personnel, physical premises, facilities and equipment to assess and review VEYO's performance under the Client Contract and with Applicable Requirements.
 - 6.4. VEYO shall immediately notify Company of receipt of any non-routine request from CMS, HHS, the Comptroller General or their designees for records or other information relating to VEYO or a Downstream Entity's services under the Agreement and/or for access to VEYO or Downstream Entity personnel, physical premises, facilities and/or equipment.
 - 6.5. The terms of this Section 6, including with respect to maintenance of Records by VEYO and Downstream Entities, shall remain in effect for a period of the longer of (i) ten (10) years following the termination of the agreement between CMS and Company, or (ii) completion of a credentialing review, or (iii) such other time period as required by law or regulation, including for the reasons specified in 42 C.F.R. § 422.504(e)(4) and 42 C.F.R. § 423.505(e)(4).
7. Delegation.
- 7.1. VEYO shall not delegate any Service, activity or other obligation required of it under its Client Contract to an affiliate or third party without the prior written consent of Company. Any such delegation, if consented to (an "Approved Sub-Delegation"), shall be performed by the Downstream Entity in accordance with (i) the Company's contractual obligations to CMS, (ii) VEYO's contractual obligations under the Client Contract, and (ii) all Applicable Requirements. VEYO agrees that any agreements of VEYO with respect to an Approved Sub-Delegation shall be in writing, signed by the parties to be bound, and specifically obligate the Downstream Entity to comply with all of the provisions of this Exhibit. In the event that a Downstream Entity of VEYO, for whatever reason, fails or is unable to perform in a satisfactory manner any Services, activities or other obligations which have been sub-delegated pursuant to an Approved Sub-Delegation, then Company or CMS shall have the right to suspend, revoke or

terminate such Approved Sub-Delegation consistent with 42 C.F.R. § 422.504(i)(4)(ii) and 42 C.F.R. § 423.505(i)(4)(ii), effective upon the date set forth in a written notice furnished to VEYO by Company. Additionally, Company or CMS shall have the right to require VEYO and its Downstream Entities to institute corrective action plans or seek other remedies or curative measures respecting the unsatisfactory Approved Sub-Delegation to ensure Company's compliance with Applicable Requirements with respect to the Service, activity or other obligation. Any attempted sub-delegation by VEYO which is not an Approved Sub-Delegation shall be null and void and of no force or effect.

7.2. The parties will incorporate by reference into the Client Contract a separate Exhibit setting forth the Delegated Activities and reporting requirements that VEYO will be performing. VEYO shall perform Delegated Activities and reporting requirements as specified in any such Exhibit in accordance with Applicable Requirements.

7.3. If VEYO is delegated the credentialing process, VEYO understands and agrees that Company shall review and approve VEYO's credentialing process and will credentialing review VEYO's credentialing process on an ongoing basis.

8. Monitoring.

8.1. Without affecting the obligations, duties and responsibilities of the parties under the Client Contract or the parties' allocation of responsibilities and risks thereunder, VEYO acknowledges and understands that Company and its Downstream Entities have a contractual obligation to CMS to provide services to Passengers in a manner consistent with Applicable Requirements. In view of the foregoing, VEYO and Downstream Entities shall permit Company, directly or through its other representatives, to monitor the Services furnished under this Agreement on an on-going basis, in any manner that the Company or CMS deems appropriate for compliance with the Company's obligations to CMS, pursuant to 42 C.F.R. § 422.504(4)(iii) and 42 C.F.R. § 423.505(i)(4)(iii). The rights specifically reserved for the Company under this Section 8 shall not relieve VEYO or any Downstream Entity from any contractual obligations.

9. Accountability.

9.1. VEYO acknowledges that, pursuant to 42 C.F.R. § 422.504(i)(1) and 42 C.F.R. § 423.505(i)(1), Company oversees and remains ultimately responsible and accountable to CMS for compliance with all terms and conditions of its contract with CMS. Accordingly, VEYO agrees that all Services performed by VEYO or its Downstream Entities will be consistent with and comply with the Company's contractual obligations with CMS.

10. Benefit Continuation.

10.1. As and to the extent required by Applicable Requirements, VEYO and its Downstream Entities agree to provide for the continuation of Company's Passengers' health care benefits, for all such Passengers, for the duration of the contract period for which CMS payments have been made, and for such Passengers who are hospitalized on the date Company's contract with CMS terminates, or in the event of an insolvency of Company, through the date of the Passenger's discharge.

11. Reporting and Disclosure; Submission of Encounter and Other Data.

- 11.1. As applicable, VEYO and Downstream Entities shall submit encounter data with respect to VEYO's participation in Company's Medicare/Medicaid Program, medical records, and such other information and data as Company may reasonably request, including, without limitation and as applicable, as may be required in connection with Company's reporting and other obligations under 42 C.F.R. § 422.310, 422.516 and 423.329, including (i) actual or suspected fraud, waste and abuse or non-compliance with Applicable Requirements by VEYO, a Downstream Entity or others, or (ii) overpayments by Company; and Company's Utilization Review/Quality Improvement programs or to respond to CMS requests for information and/or surveys. Such information shall be submitted by VEYO and its Downstream Entities in compliance with Applicable Requirements.
- 11.2. VEYO and its Downstream Entities shall certify that any data and other information submitted to Company are accurate, complete and truthful based on best knowledge, information and belief.
- 11.3. VEYO shall cooperate concerning, and assist with, Company's requests for information and shall promptly submit encounter data, medical records and such other information as requested by Company to allow Company to respond in a timely manner to any data validation audits or requests for information by CMS, and to monitor and audit the obligation of VEYO and Downstream Entities to provide accurate, complete and truthful data and other information in accordance with Applicable Requirements.
- 11.4. This Section 11 shall survive termination of the Agreement, regardless of the cause giving rise to termination.

12. Compliance Program and Anti-Fraud Initiatives.

- 12.1. VEYO and its Downstream Entities shall:
 - 12.1.1. Institute, operate, and maintain an effective compliance program to detect, correct and prevent the incidence of non-compliance with Applicable Requirements and the incidence of fraud, waste and abuse relating to the operation of Company's Medicare/Medicaid Program. Such compliance program shall be appropriate to VEYO or Downstream Entity's organization and operations and shall include:
 - 12.1.2. Written policies, procedures and standards of conduct articulating the entity's commitment to comply with Federal and state laws;
 - 12.1.3. For all officers, directors, employees, contractors and agents of VEYO or Downstream Entity, required participation in effective compliance and anti-fraud training and education that is consistent with guidance that CMS has or may issue with respect to compliance and anti-fraud and abuse initiatives, unless exempt from such training under relevant CMS regulations.

13. Conformity with CMS Requirements.

- 13.1. This Exhibit shall be supplemented automatically to conform to Applicable Requirements.

14. Interpretation.

- 14.1. In the event of any conflict or inconsistency between this Exhibit and the Transportation

Agreement, the terms of this Exhibit shall control.

IN WITNESS WHEREOF, VEYO and Provider have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

Veyo, Inc.

Provider: _____

Luke Boehland

Signature

Signature

Luke Boehland

Printed Name

Printed Name

Idaho Regional Manager

Title

Title