

CITY OF POCATELLO
CITY COUNCIL MEETING AGENDA

July 21, 2016 · 6:00 PM
Council Chambers | 911 N 7th Avenue

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Pastor Brian Griffin, Pocatello Baptist Church.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the minutes from the June 9, 2016 Special City Council meeting; June 16, 2016 Clarification and Regular Council meeting; and the June 27, 2016 Special City Council meeting.

(b) TREASURER'S REPORT: Council may wish to consider the Treasurer's Report for June showing cash and investments as of June 30, 2016.

(c) FORT HALL REPLICA COMMISSION APPOINTMENT: Council may wish to confirm the Mayor's appointment of Sandra Rainey to serve as a member of the Fort Hall Replica Commission, filling a long-term vacancy. Ms. Rainey's term will begin July 22, 2016 and will expire July 22, 2020.

(d) RENEWAL AGREEMENT—DELTA DENTAL: Council may wish to consider an agreement with Delta Dental to provide dental insurance coverage to City employees for the 2017 Fiscal Year. The renewal agreement reflects a 5 percent increase in dental insurance premium rates. The new rates have been programmed into the Fiscal Year 2017 budget.

(e) DIGITIZATION CONTRACT WITH FAMILYSEARCH—MARSHALL PUBLIC LIBRARY: Council may wish to approve a contract with FamilySearch, a nonprofit organization, to digitize the Library's microfilm records of the Pocatello Tribune and Idaho State Journal dating January 1875 to current. There is no cost to the City for this service.

Documents:

[AGENDA-ITEM3.PDF](#)

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

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

6. TAXI LICENSE DENIAL APPEAL—WIGINGTON

Tawnie Wigington will be present to appeal the decision of Police Department staff which denied Ms. Wigington a taxi cab license.

7. BID/AGREEMENT—HISTORIC PRESERVATION PLAN

Council may wish to consider the recommendations of staff for the following requests regarding preparation of a Preservation Plan (Phase 1).

(a) Accept the bid from TAG Historical Research in the amount of \$3,000.00 for the development of a Historic Preservation Plan, Phase 1; and, if the bid is accepted;

(b) Authorize the Mayor to sign a Professional Service Agreement with TAG Historical Research in the amount of \$3,000.00, subject to Legal Department review.

Funds for the preparation of the Historic Preservation Plan (Phase 1) are included in the Fiscal Year 2015 Certified Local Government Grant.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM7.PDF](#)

8. EXCEPTION REQUEST FOR BEER/WINE PERMIT—GRAVATT

Council may wish to consider granting a beer/wine permit to Melissa Gravatt (mailing address: Route 2 North Box 55A, Chubbuck, ID 83202) for a Family Reunion at OK Ward park on July 22, 2016 from 6:00 p.m. to 10:00 p.m. Ms. Gravatt has submitted an application to the City to allow the consumption of beer and wine at the event. Approval by Council is necessary since this park is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM8.PDF](#)

9. TEMPORARY ROAD CLOSURE AND OPEN CONTAINER WAIVER REQUESTS—
PORTNEUF VALLEY BREWING

Portneuf Valley Brewing, LLC (mailing address: 615 South First Avenue, Pocatello ID 83201) represented by Penny Nichols Pink, is requesting to close the 600 block of South 1st Avenue, and is also asking for a waiver of City ordinances regarding open containers to allow the sale of beer and wine at a September 24, 2016 fundraiser for Pebble Creek Ski Patrol. Portneuf Valley Brewing is requesting that the streets be closed from Noon until Midnight for the event.

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

(Pertinent information attached.)

Documents:

[AGENDA-ITEM9.PDF](#)

10. TEMPORARY ROAD CLOSURE—ISU STUDENT BLOCK PARTY

Idaho State University (ISU) Diversity Center (mailing address: 921 South 8th Avenue, Pocatello ID) represented by Ram Eddings, is requesting to close Martin Luther King Jr. Way for a student block party on September 23, 2016. Mr. Eddings is requesting that the street be closed 4:00 p.m. to 8:00 p.m. for the event.

City staff has recommended approval of the request with conditions.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM10.PDF](#)

11. EXCEPTION REQUEST/SPECIAL USE AGREEMENT—POW*MIA AWARENESS RALLY
Council may wish to consider the following requests from Pocatello Raceway, LLC represented by Jerry Bailey (mailing address: 5392 West Skiview Drive, Pocatello ID) and POW*MIA Awareness Rally represented by Hiedi Young (mailing address: PO Box 2655, Pocatello ID) related to the 2016 POW*MIA Awareness Rally.
- a) Consider a request from Pocatello Raceway, LLC for an exception to the security bond condition set forth by City Council at the May 5, 2016 Regular Council meeting; and
- b) Authorize the Mayor's signature on a Special Use Agreement between the City of Pocatello, Pocatello Raceway, LLC, and POW*MIA Awareness Rally Corp. for an event to take place July 29, 30, and 31, 2016 at the Pocatello Raceway wherein all costs associated with providing additional Pocatello Police Personnel arising from the POW*MIA Awareness Rally will be borne by the POW*MIA Awareness Rally Corp. thereby exempting Pocatello Raceway, LLC from any financial obligation as specified under their Lease Agreement Section XXL Miscellaneous under Subsection J.5-6.
12. ADDENDUM TO LEASE AGREEMENT FOR BUDGET RENT A CAR—AIRPORT
Council may wish to approve and authorize the Mayor to sign an addendum to the lease agreements between the City and Budget Rent A Car dated October 1, 2015, subject to Legal Department review. The addendum will allow for the rental of commercial trucks from the Budget ticket counter inside the Pocatello Regional Airport terminal and storage of the truck in the Lessee's vehicle service area.

Budget will remit 8% of gross revenues from the commercial truck operations to the Airport, which will be kept separate from the auto rental concession fee payments.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM12.PDF](#)

13. DISCUSSION ITEMS
This time has been set aside to hear discussion items not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
 - Ten (10) minute time limit on applicant presentation.
 - Three (3) minute time limit on public testimony.
 - Names and addresses are required from those presenting/testifying.
 - Questions/comments should be addressed to the Mayor and Council.
 - Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of

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

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

3(a)

CITY OF POCA TELLO, IDAHO
SPECIAL CITY COUNCIL MEETING
OPEN MEETING PROCEDURES
JUNE 9, 2016

AGENDA ITEM NO. 1: The Special City Council meeting was called to order at 3:01
ROLL CALL p.m. by Mayor Brian Blad. Council members present were
Roger Bray, Steve Brown, Jim Johnston, Gary Moore and
Michael L. Orr.

Mayor Blad announced Idaho Attorney General Lawrence Wasden was present to provide information/training for the Council regarding Idaho Code Title 74 Chapter 1 (Public Records Act) and Chapter 2 (Open Meetings Law). Mr. Wasden was joined by Brian Kane, Idaho Attorney General Office.

Mr. Wasden reviewed information regarding Idaho Open Meeting Law. He outlined the following:
a) Definitions; b) Notice and Agenda; c) Conduct of the Meeting; d) Executive Sessions; and
e) Enforcement.

Mayor Blad called a recess at 4:15 p.m.

Mayor Blad reconvened the meeting at 4:25 p.m.

Mr. Kane reviewed information regarding Idaho Public Records Law. He outlined the following:
a) Definitions; b) Key definitions; c) Right to Examine; d) Copying Fee Restrictions; e) How are requests responded to?; f) Exemptions; g) Access to Exempt Records; h) Proceedings to Enforce Right to Examine Public Records; i) Order of the Court; and j) other miscellaneous provisions.

There being no further business, Mayor Blad adjourned the meeting at 5:00 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

RUTH E. WHITWORTH, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
JUNE 16, 2016

CLARIFICATION MEETING

The City Council Agenda Clarification Meeting was called to order at 5:33 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Jim Johnston, Gary Moore and Michael L. Orr.

No motions, resolutions, orders or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

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

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: A moment of silence was observed. INVOCATION

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

(a) Waive the oral reading of the minutes and approve the minutes from the Clarification and Regular Council meeting of June 2, 2016. -MINUTES

(b) Consider the Treasurer's Report for May 2016 showing cash and investments as of May 31, 2016 in the amount of \$43,254,742.36. -TREASURER'S REPORT

(c) Confirm the Mayor's appointment of Richard Layman to serve as a member of the Construction Board of Appeals and Review filling a long-term vacancy. Mr. Layman's term will begin June 17, 2016 and will expire December 31, 2018. -CONSTRUCTION BOARD OF APPEALS AND REVIEW APPOINTMENT

(d) Confirm the Mayor's reappointment of Doug Milder and Daniel Parrish to continue their service as members of the Parks and Recreation Advisory Board. Mr. Milder's term will begin June 20, 2016 and will expire June 20, 2018. Mr. Parrish's term will begin July 4, 2016 and will expire July 4, 2018. -PARKS AND RECREATION ADVISORY BOARD REAPPOINTMENTS

(e) Confirm the Mayor's reappointment of Frank Hartlieb to continue his service as a member of the Pocatello Arts Council. Mr. Hartlieb's term will begin July 2, 2016 and will expire July 2, 2019. -POCA TELLO ARTS COUNCIL REAPPOINTMENT

(f) Adopt the Council's decision to approve the amendment of the zoning designation requested by RNR Properties, LLC, for 37,190 square feet identified as 4175 Hawthorne Road to be rezoned from Residential-Medium Density Single-Family (RMS) to Residential-Commercial-Professional (RCP). -COUNCIL DECISION -4176 HAWTHORNE ROAD ZONING DESIGNATION AMENDMENT

- COUNCIL DECISION (g) Adopt the Council's decision approving the Final Short Plat for
-FIELD SUBDIVISION Field Subdivision which divides 5.49 acres into a two (2) lot
FINAL SHORT PLAT subdivision, subject to conditions. Said property is located on and
will have access to Field Drive. The property is located within a
Residential Estate (RE) zoning district.

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

- AGENDA ITEM NO. 4: Mr. Bray, on behalf of Mayor Blad, proclaimed
COMMUNICATIONS June 27, 2016 to be ASK Day in Pocatello, and encouraged residents
AND PROCLAMATIONS to be vigilant about gun safety in homes.

Mayor Blad presented the proclamation to Lieutenant Roger Schei, Police Department.

Lieutenant Schei accepted the proclamation and thanked the Council for the acknowledgement of the importance of asking others about gun safety and security.

Mr. Brown, on behalf of Mayor Blad, proclaimed June 2016 to be General Aviation Appreciation Month in Pocatello.

Mayor Blad presented the proclamation to Melvin Waggoner, representing Pocatello AvCenter, Inc.

Mr. Waggoner accepted the proclamation and thanked the Council for the acknowledgement of the importance of general aviation and the Pocatello Regional Airport.

- AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the June 27th Special City
CALENDAR REVIEW Council meeting at 10:00 a.m.; the July 7th Regular City Council
Meeting at 6:00 p.m. and the July 14th Study Session with Budget
items.

Mayor Blad announced the Idaho State High School Rodeo Finals continue through June 18th at the Bannock County Fairgrounds; Father's Day at Zoo Idaho will be held June 19th. Fathers will receive a 50% discount off their admission when they are accompanied by a paid child; Portneuf Medical Center and Idaho Central Credit Union Independence Day Parade will be held at 9:00 a.m. on July 4th; the "Biggest Show in Idaho" fireworks display will be held at the Bannock County Event Center and Portneuf Wellness Complex on July 4th; free Ross Park/Zoo Idaho Concert Series and Open Air Art Fair will be held each Saturday near the Ross Park band shell from 3:00 p.m. to 7:00 p.m. with discounted Zoo entry rate after 4:00 p.m.; City offices will be closed Monday, July 4th. However, trash and recycling collection will be on schedule; and the Ross Park Municipal Band concerts will be held on Sunday evenings from 7:00 p.m. to 8:00 p.m. beginning July 3rd through August 7th.

Mayor Blad encouraged citizens to be careful with fireworks during the Independence Day holiday and to be aware of areas where fireworks are restricted.

- AGENDA ITEM NO. 6: This time was set aside for the Council to hear comments from the
PUBLIC HEARING public concerning a request by Brandon Kiser of Verizon Wireless
-WIRELESS (mailing address: 9656 South Prosperity Drive, West Jordan, UT
COMMUNICATION 84088), represented by Kevin Howell of Digital Skylines, Inc.
FACILITY/ALAMEDA (mailing address: 11340 North 105th Place, Scottsdale, AZ 85259) to
PARK place a wireless communication facility (cell tower) in Alameda Park.

Mayor Blad opened the public hearing.

Council members announced that they had received various phone calls from citizens regarding the request.

Kevin Howell, Digital Skylines, Inc. representative, gave an overview of the proposed project. He stated that Verizon Wireless has an increased demand for wireless services in Pocatello. Mr. Howell explained that according to City Code, wireless companies are required to seek co-location with another company, then seek location on City-owned property, and finally, consider locating on private property. He explained that the existing trees in the park are between 80 and 90 feet high, so the proposal is to install a 100-foot cell tower with additional antennas for a total height of 110 feet. Mr. Howell added that at the request of the Parks Department, the required equipment building would be 20 feet by 34 feet and would match the existing restroom structure at the park. He stated the equipment cooling units would produce a sound level similar to that of a large air conditioning unit for a home.

In response to questions from Council, Mr. Howell noted that he is not aware of any studies which show an increase or decrease in property values within neighborhoods due to cellular quality. He added that according to a national study, nearly 50 percent of American families are relying solely upon cellular devices for telephone communication needs.

Matthew Lewis, Planning Manager, gave an overview of the proposed placement of a cell tower in Alameda Park. He stated Verizon Wireless was looking to locate in the vicinity of Maple Street to Alameda Avenue along the Yellowstone Avenue corridor for the project in order to meet the needs of their customers. Mr. Lewis gave an overview of other City-owned locations being considered for tower construction, including the water tower on the 400 block of Walnut, or the Parks and Recreation building at 306 West Pine Street. He stated that neither of the locations provided adequate room for setbacks and would not provide sufficient coverage to the target area. Mr. Lewis stated a location along the 500 to 700 blocks of Yellowstone Avenue is the applicant's target area and that the parking lot of El Caporal, 612 Yellowstone Avenue, was the applicant's first location choice. He added that following the public hearing, Council has two options: a) direct the Legal Department to prepare the appropriate lease or b) deny the application as a location if found not to be in the best interest of the citizens of Pocatello. Mr. Lewis clarified that if the application is denied by Council, the applicant would be eligible to consider commercial areas for the cell tower.

Mayor Blad announced written correspondence had been received and distributed to the Council members.

Mike Siebert, 1665 Pocatello Creek Road, spoke uncommitted to the application. He feels that if the cell tower is located in Alameda Park, any future development would be forced to co-locate upon the proposed tower. Mr. Siebert suggested if the Council chooses to approve the proposal, the revenue funds from the cell tower be set aside for a park improvement fund.

Idaho Lorax, Pocatello resident, spoke uncommitted to the application. He shared his concerns regarding the health of individuals exposed to cell phone towers and expressed his support of having the tower look like a tree, as proposed.

Lisa Horton, 553 East Pine Street, spoke in opposition to the proposal. She shared her concern regarding the safety of birds and wildlife in the area of the tower. She also expressed her concern for the safety of children while playing around equipment and the adjacent building.

JoLene Tillotson, 664 Randolph Avenue, spoke in opposition to the proposal. She stated she has lived in her home for 46 year and is very concerned for the health and safety of the birds and squirrels that live in the park. Ms. Tillotson feels that parks should be built and maintained for the pleasure of citizens and not for the convenience of communication companies.

Gloria Howell, 4663 Flora Drive, stated she has been a real estate agent for 40 years and is strongly opposed to the proposal to locate a cell tower in Alameda Park. She stated she feels the tower will not enhance the area and will lower the value of homes already in the neighborhood. Ms. Howell suggested other properties that may be more suitable for the project.

Monte Rasmussen, 596 Randolph Avenue, spoke in opposition to the proposal. He feels Alameda Park is an area meant to bring community members together through various activities and a cell tower would negatively impact the neighborhood. Mr. Rasmussen suggested another piece of land on Jefferson Avenue to be considered for the project.

Elton Zundel, 1233 Lilac Street, stated he is opposed to the proposal and feels there are a number of other places in the city that would be more suitable than Alameda Park.

Adam Foster, 147 Spence Place, feels the proposed cell phone tower is not appropriate in Alameda Park. He noted he enjoys taking his nephew to the park to use the playground and bike path. Mr. Foster stated he would like to preserve the park for families and future generations.

Lisa Smith, 942 Willow Lane, spoke in opposition to the proposal. She feels Alameda Park is an oasis within the city, providing recreation opportunities for families and children of all ages. She stated a petition with 853 signatures circulated to area residents illustrated the neighbor's opposition to the plan.

Sheri Jensen, 211 Taft Avenue, feels Alameda Park is the perfect size park for residents to enjoy. She stated that no matter what area of town she has lived in, she has always returned to Alameda Park for recreation and relaxation. Ms. Jensen opposes the proposal and feels it would have a negative effect on the beauty of the park.

Roger Coomrod, 1372 Ammon Street, stated he is opposed to the proposal. He explained that his doctor has recommended he walk 30 minutes each day for exercise and Alameda Park is convenient and beautiful and helps him maintain his exercise goal. Mr. Coomrod expressed appreciation to the Parks and Recreation Department for year-round maintenance of the walking path at the park. He emphasized that a residential area is not an appropriate place for the cell tower project.

Shawna Engen, 747 Washington Avenue, stated she is opposed to the proposal. She is concerned with the effects it may have on the city's reduction in green space. Ms. Engen feels having community gathering places, such as parks, is essential for a healthy and safe community.

Lang Hansen, 511 Wayne Street, spoke in opposition to the application. He is concerned about the potential drop in surrounding property values and the potential noise from the proposed cell tower equipment.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, stated she is opposed to construction of any cell towers, as she feels they have negative effects on plant life.

Karen Monroe, 457 Randolph Avenue, spoke in opposition to the proposal. She feels there are more appropriate locations for the proposed tower and is concerned about the additional noise and potential negative effect on property values. Ms. Monroe suggested an area once known as "Tolman Park" would be a more appropriate location.

Alan Monroe, 457 Randolph Avenue, stated he is opposed to the proposal. He compared Alameda Park to New York City's Central Park and stated that Alameda Park could be considered Pocatello's "Central Park." Mr. Monroe urged the Council to reject the proposal.

Poppi Shurley, 397 Park Avenue, spoke in opposition to the proposal. She feels the centrally-located park is meant to be a gathering place for neighbors and friends, and not for the convenience of Verizon Wireless. Ms. Shurley stated she is also concerned about the safety of children that may climb the fencing being proposed for placement around the cell tower.

Karl Burky, 503 Wayne Avenue, stated he is opposed to the proposal and feels the construction of the cell tower and equipment building will impede his view of the park and his children while they play there.

Mr. Howell stated that he appreciated the comments shared by residents during the public hearing. He answered questions from the Council regarding alternate locations, alternate designs and speculated on future cellular needs. Mr. Howell mentioned other cell sites had been installed in parks in other communities, but the panels were usually installed in baseball fields so the tower became part of the lighting structure already in place. He stated the construction of a cell tower in a well-used public park such as Alameda Park, was a relatively new plan. Mr. Howell clarified that the fence surrounding the proposed equipment would be a 7-foot chain link fence with 3 feet of angled fencing to discourage climbing on the structure.

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

A motion was made by Mr. Brown, to approve a request by Brandon Kiser of Verizon Wireless, represented by Kevin Howell of Digital Skylines, Inc., to place a wireless communication facility (cell tower) in Alameda Park with conditions as outlined by staff. There being no second to Mr. Brown's motion, the motion failed.

AGENDA ITEM NO. 7: As required by the U.S. Department of Housing and Urban Development (HUD), this time has been set aside for the Council to consider any comments from the public concerning the 2015 Community Development Block Grant (CDBG) Consolidated Annual Performance & Evaluation Report (CAPER). The report was available for public review from May 26 to June 16, 2016, after review and recommendation of approval by the CDBG Advisory Committee. Following the public hearing, Council may wish to approve the report and authorize its submittal, including a summary of any public input, to HUD on or before June 29, 2016.

Mayor Blad opened the public hearing.

Melanie Gygli, Neighborhood and Community Services Division Manager, gave an overview of the Consolidated Annual Performance and Evaluation Report (CAPER) for the program year which ended March 31, 2016. Ms. Gygli stated it was the 19th year Pocatello qualified as an entitlement city and explained that the City and its partners leveraged over \$460,000.00 in other funding while using about \$523,000.00 in federal funding and program income. She emphasized that contracts resulting from the funds support small local businesses and the community's economy. Ms. Gygli stated the City remains in compliance with general CDBG standards and regulations, meeting spending timeliness and within spending parameters for program administration and public service.

In response to a question from Council, Ms. Gygli stated that many residents face challenges regarding housing in Pocatello. She added that many of these challenges can be overcome through the help of federal aid programs. Ms. Gygli emphasized that Pocatello has been economically successful through the recession. She added that increased federal funding would be greatly beneficial to current programs.

Mayor Blad announced no correspondence had been received.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the program. She stated she is opposed to all programs funded by government entities.

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

A motion was made by Mr. Bray, seconded by Mr. Moore, to approve the CAPER and authorize its submittal, including a summary of any public input, to HUD on or before June 29, 2016. Upon roll call, those voting in favor were Bray, Moore, Brown, Johnston and Orr.

AGENDA ITEM NO. 8: This time was set aside for the Council to receive public comments on proposed amendments to the Fiscal Year 2016 Budget.
PUBLIC HEARING
-PROPOSED FISCAL
YEAR 2016 JUNE
BUDGET AMENDMENTS

Mayor Blad opened the public hearing.

Joyce Stroschein, Chief Financial Officer/Treasurer, gave an overview of the proposed budget amendments. She explained that a budget amendment is necessary to account for unplanned revenues

and expenditures. Ms. Stroschein outlined the 24 amendments, as discussed at the June 9, 2016 Study Session.

Mayor Blad announced no correspondence had been received.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the amendments. She feels City employee retirements should be better managed. Ms. Taysom stated she is opposed to the acceptance of federal funding and providing benefits for City employees.

Mr. Orr left the Council Chambers at 7:49 p.m. and returned at 7:51 p.m.

Ms. Taysom refused to return to her seat and was removed from the Council Chambers.

There being no further public comments, Mayor Blad closed the public hearing and announced an ordinance to adopt the proposed amendments had been prepared under Agenda Item No. 13 for Council's consideration.

AGENDA ITEM NO. 9: Satterfield Realty and Development (mailing address: 2432 Andrew Street, Pocatello, ID 83201) and Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201) has submitted an application to subdivide approximately 15.85 acres into 23 residential lots located east of Satterfield Drive, on an extension of Lois Lane. This subdivision is to be called Crestview Estates, Division One.

The Planning and Zoning Commission, at their meeting on December 9, 2015, recommended approval of the request with staff's conditions.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve a request by Satterfield Realty and Development and Rocky Mountain Engineering and Surveying for an application to subdivide approximately 15.85 acres into 23 residential lots located east of Satterfield Drive, on an extension of Lois Lane and that the subdivision will be called Crestview Estates, Division One, and that the decision be set out in appropriate Council decision format with the following conditions: 1) all conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated June 6, 2016, shall be met; 2) an exception to Pocatello Municipal Code Sections 10.08.010 "Method of Parking" and 17.05.560(E) "Design and Construction Standard" to allow Mariah Way to be used as a maneuver area from the proposed trailhead. Said exception allows parking, other than parallel to the curb, and will allow vehicles to park in or over the public right-of-way; 3) subdivision Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording; 4) all corrections to the preliminary plat which were noted by City staff shall be made prior to submittal of the final plat; and 5) all other standards and conditions of Municipal Code not herein discussed but applicable to residential development shall apply. Upon roll call, those voting in favor were Moore, Johnston, Bray, Brown and Orr.

AGENDA ITEM NO. 10: Council was asked to consider granting a beer/wine permit to Jessica Estes (mailing address: 1615 Ammon Street, Pocatello, ID 83201) for a birthday party at Ammon Park on August 27, 2016 from 2:00 p.m. to 10:00 p.m. Ms. Estes has submitted an application to the City allowing the consumption of beer and wine at the event.

Approval by Council is necessary since this park is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to approve an exception to City Code 12.36.060 and grant a beer/wine permit to Jessica Estes for a birthday party at Ammon Park on August 27, 2016 from 2:00 p.m. to 10:00 p.m. and that Ms. Estes will be required to submit an application to the City allowing the consumption of beer and wine at the event. Upon roll call, those voting in favor were Johnston, Moore, Bray, Brown and Orr.

AGENDA ITEM NO. 11: Council was asked to consider a request from Idaho Lorax, General
TEMPORARY STREET Coordinator (mailing address: No. 13 Apple Beaver Lane, Pocatello,
CLOSURE REQUEST ID 83201) to temporarily close street sections in the Old Town area
-IDAHO LORAX on June 18, July 1, August 5 and September 2, 2016 from 4:00 p.m.
to 9:00 p.m. for multiple summer events. The proposed sections of
streets are: Option 1 – Intersection of Main Street and Center Street; Option 2 – Both Center Street
sections between Main Street and Union Pacific Way and Main Street and Arthur Street; and Option 3 –
Center Street between Union Pacific Way and Main Street.

City staff (with the exception of Fire) recommends denial of the street closure requests based upon the information submitted with the application. This is a major intersection that services an average of 12,700 vehicles per day.

As no motion was offered by the Council, Mayor Blad announced that the request to temporarily close street sections in the Old Town area as outlined in Agenda Item No. 11, failed for lack of a motion.

AGENDA ITEM NO. 12: Council was asked to adopt a Resolution establishing a policy for
RESOLUTION-CITY reserves within the City's funds in order to provide financial
FUND RESERVE strength, flexibility and cash flow management within the City of
POLICY Pocatello. Said Resolution was reviewed by the Council at the June
9, 2016 Study Session.

A motion was made by Mr. Orr, seconded by Mr. Brown, to adopt a Resolution (2016-07) establishing a policy for reserves within the City's funds in order to provide financial strength, flexibility and cash flow management within the City of Pocatello, as reviewed by the Council at the June 9, 2016 Study Session. Upon roll call, those voting in favor were Orr, Brown, Bray, Johnston and Moore.

AGENDA ITEM NO. 13: Council was asked to consider an ordinance approving an
ORDINANCE amendment to the Fiscal Year 2016 Appropriations Ordinance
-FISCAL YEAR 2016 increasing the total Fiscal Year expenditures by \$1,703,370.00 to
APPROPRIATIONS account for additional revenues, including grant funds, received by
the City and to use previously unappropriated cash balances for
unanticipated expenses incurred by the City.

A motion was made by Mr. Bray, seconded by Mr. Johnston, that the ordinance, Agenda Item No. 13, be read only by title and placed on final passage for publication, and that the entire ordinance be submitted for publication. Upon roll call, those voting in favor were Bray, Johnston, Brown, Moore and Orr.

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

Mayor Blad declared the final reading of the ordinance approving an amendment to the Fiscal Year 2016 Appropriations Ordinance increasing the total Fiscal Year expenditures by \$1,703,370.00 to account for additional revenues, including grant funds, received by the City and to use previously unappropriated cash balances for unanticipated expenses incurred by the City. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Bray, Brown, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2969 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 14: Idaho Lorax, Pocatello citizen, emphasized his support for
DISCUSSION ITEMS continued safety programs, community events to promote art and
cleanup efforts within the community.

There being no further business, Mayor Blad adjourned the meeting at 8:03 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI KENDELL, DEPUTY CLERK

CITY OF POCATELLO, IDAHO
CITY COUNCIL AGENDA
SPECIAL CITY COUNCIL MEETING
JUNE 27, 2016

AGENDA ITEM NO. 1: The Special City Council meeting was called to order at 10:04 a.m.
ROLL CALL by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Jim Johnston, and Gary Moore.

AGENDA ITEM NO. 2: Council was asked to adopt a resolution and authorize execution of
STATE/LOCAL an agreement between the State of Idaho and City of Pocatello for
CONSTRUCTION the Lewis Street Bridge Project, subject to Legal Department review.
AGREEMENT AND This federal aid project consists of the complete replacement of the
RESOLUTION-LEWIS bridge on Lewis Street at the concrete channel section of the
STREET BRIDGE PROJECT Portneuf River. Highway Technical Assistance Council (LHTAC)
will administer this project for the State. Funding is available in the
amount of \$1,316,000.00 with a local match of 7.34% or approximately \$96,000.00.

Funding for the City's Construction match has been programmed into the Fiscal Year 2016 Fund 70 budget. Construction is anticipated to begin in the fall of 2016 or spring of 2017.

A synopsis of the project was given by Engineering Department Intern, Sukriti Panthi.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to adopt Resolution 2016-08 and authorize execution of an agreement between the State of Idaho and City of Pocatello for the Lewis Street Bridge Project, subject to Legal Department review. Highway Technical Assistance Council (LHTAC) will administer this project for the State and funding is available in the amount of \$1,316,000.00 with a local match of 7.34% or approximately \$96,000.00. Upon roll call those voting in favor were Moore, Johnston, Bray, and Brown.

AGENDA ITEM NO. 3: Council was asked to consider a possible violation of the
DECLARATION OF requirements of Idaho Code Section 74-208(7)(b) of the Idaho Open
POSSIBLE OPEN MEETING Meeting Act by the Fact Finding Panel during the negotiations of
VIOLATION AND the IAFF Local 187 Collective Bargaining Agreement held on
RESOLUTION December 2, 2015. The following considerations are:

-VIOLATION a) Should the Council declare the open meeting violation occurred by
DECLARATION acknowledging the Fact Finding Panel deliberated and made
decision in a closed meeting and said action is a violation of the
requirements of Idaho Code Section 74-206A and the Open Meeting Act; and

-RESOLUTION b) Adopt a resolution that the actions of the binding Fact Finding
Panel as set out in the December 2, 2015 decision are null and void;
and direct the applicable staff to return to the negotiation process for the issues related to the decision
of the Fact Finding Panel.

In response to a question from Mr. Brown, Dean Tranmer, City Attorney, explained how a violation of the Open Meetings Act can occur, the potential consequences of an open meeting violation under the Idaho Open Meetings Act, and the proper protocols for reporting and curing the same.

Mayor Blad mentioned that effective July 1, 2015 the Idaho Legislature amended the Open Meeting Act to require negotiations to be in open session and shall be available for the public to attend. Previously, negotiations could be in closed session if the parties agreed to do so.

Mr. Tranmer noted part of the amended law also covers designated representatives and "arbitrators, mediators or similar labor dispute meeting facilitators" which the Fact Finding Panel falls under. At the December 2, 2015 Fact Finding Hearing regarding the IAFF Local 187 Collective Bargaining Agreement, deliberations and a decision were made in a closed session.

Mr. Bray reminded the Council that their task is to acknowledge and rectify that a decision was reached in a closed session and that the decision was not made in accordance with the Open Meetings Act.

Richard Diehl, Deputy City Attorney, clarified the matter before the Council today was not if the decision made by the Fact Finding Panel was right or wrong, it was that the decision was made in violation of the Open Meetings Act, therefore the decision made is null and void by State Law.

A motion was made by Mr. Bray, seconded by Mr. Johnston, to declare an open meeting violation occurred as outlined in Agenda Item No. 3 (a) and adopt resolution 2016-09 as outlined in Agenda Item No. 3(b) further directing the applicable staff to return to the negotiation process for the issues related to the decision of the Fact Finding Panel.

Mr. Bray reiterated that the Council does not have a choice in the matter. The Council has been advised by two City Attorneys that the Fact Finding Panel deliberated and made a decision in a closed session; which was illegal. In order to cure the violation, negotiations would need to start over.

Mr. Johnston concluded it was the right thing to do especially since the Council received training from the Idaho Attorney General's Office on the Open Meetings Law.

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

There being no further business, Mayor Blad adjourned the meeting at 10:30 a.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

TIFFANY OLSEN, PARALEGAL/ASSISTANT TO CITY ATTORNEY

3(d)



May 23, 2016

Kim Smith
City of Pocatello
PO Box 4169
Pocatello, ID 83204

RE: *City of Pocatello* -- Renewal Confirmation Effective October 1, 2016

Dear Kim,

Delta Dental of Idaho thanks you for renewing with us and we look forward to continuing our relationship for years to come.

This letter is to confirm your renewal with no plan changes and a 5% blended increase to the administrative rates for a one-year contract. The rates listed below are effective October 1, 2016, through September 30, 2017:

	Enhanced Plan		Basic Plan	
	PPO	Premier	PPO	Premier
Preventive & Diagnostic Services	100%	80%	80%	70%
Basic Services	80%	70%	80%	60%
Major Services	50%	40%	30%	0%
Deductible	\$50	\$50	\$50	\$50
Family Maximum Deductible	\$150	\$150	\$150	\$150
Annual Maximum Benefit	\$1,500	\$1,000	\$1,500	\$1,000
	Rates		Rates	
Employee Only	\$46.95		\$34.84	
Employee plus One Dependent	\$88.86		\$66.02	
Employee plus Two or More Dependents	\$139.00		\$103.24	

We thank you for the opportunity to serve you and look forward to another great year. Should you have any questions please do not hesitate to contact your producer, Shelli Stayner, or me.

Sincerely,

Joanna Ramer
Sales Representative

City of Pocatello accepts the above plan design and rates for 2016

CC: Mayor Brian C. Blad

Shelli Stayner -- Mercer Health & Benefits
Don Murray -- Delta Dental of Idaho

DELTA DENTAL OF IDAHO
555 E. Parkcenter Boulevard
Boise, Idaho 83706
\\Sales\Letters\Renewals\City of Pocatello Renewal Confirmation 2016

P.O. Box 2870
Boise, Idaho 83701

APPROVED BY LEGAL
Date 7/7/16 Atty Bybee
Comments _____
Telephone: (208) 344-4546
Fax: (208) 344-4649

3(e)

DIGITAL IMAGING AGREEMENT

This agreement ("Agreement") is effective as of the last date of the signatures below ("Effective Date") and is made by and between: [Marshall Public Library] ("Record Custodian"), located at [113 S. Garfield, Pocatello, ID 83204], and FamilySearch International ("FamilySearch"), a Utah nonprofit corporation affiliated with The Church of Jesus Christ of Latter-day Saints, located at 50 East North Temple Street, Salt Lake City, Utah 84150. Record Custodian and FamilySearch are sometimes referred to herein collectively as the "Parties" and individually as a "Party." The Parties will each be independent contractors and nothing herein will make either Party the employee, agent or representative of the other Party, nor will the Parties be considered as joint venturers or partners for any purpose.

1. CONTENT DIGITIZATION

- a. Scope of Original Records. The Parties intend that the collection of original records set forth in Appendix A to this Agreement ("Original Records") be made available to the public in digital format. In the future, and upon the mutual written agreement of the Parties, additional records of genealogical value may be added ("Additional Records"), subject to the same use rights, limitations, and other terms and conditions of this Agreement. Any Additional Records will be included and treated as Original Records through an addendum signed by both Parties (see Appendix B). Original Records and Additional Records are referred to collectively as "Records".
- b. Creating Digital Images. FamilySearch will create digital images of the Records ("Digital Images") based on FamilySearch's standard specifications (available upon request) without charge.
- c. Copy to Record Custodian. When needed, the Record Custodian may request a single digital copy of the Digital Images for its internal use (as defined below), which FamilySearch agrees to provide to the Record Custodian in FamilySearch's then-standard format without charge. If any such copy is lost or destroyed, Record Custodian may request another copy, at Record Custodian's expense.
- d. Creating Research Materials and an Index. FamilySearch may choose, at its option and cost, to create research materials, in any format or medium, based on the content of the Digital Images ("Research Materials"). As part of the Research Materials, FamilySearch may also create an index of any and all information in the Digital Images. Record Custodian acknowledges and agrees that any Research Materials (including any FamilySearch-produced index) will be exclusively owned by FamilySearch.
- e. Existing Aids. If Record Custodian creates or has created finding aids or indexes (including any descriptions and metadata) relevant to the Records ("Existing Aids"), Record Custodian will provide a free copy of the Existing Aids to FamilySearch so that FamilySearch may, at its discretion, apply or link the Existing Aids to the Digital Images. Record Custodian conveys to FamilySearch the same rights to use the Existing Aids as conveyed herein (see Section 2) to use the Records and Digital Images.

2. RIGHTS; USE OF PREMISES; COMPLIANCE WITH LAWS

- a. Rights to Use Records and Digital Images; Use Limitations. Record Custodian retains all rights to the Records it heretofore has held, except as expressly provided herein:
 1. To the full extent permitted by governing law, FamilySearch may create Digital Images of the Records and may use or transfer the Digital Images for any purpose without limitation. The Parties specifically acknowledge that FamilySearch may license, reproduce, display, distribute, transmit, create derivative works of, and otherwise use the Digital Images as FamilySearch sees fit, and may do so in any and all media formats now known or hereafter invented, including without limitation Internet hosting for public access.
 2. To the extent Record Custodian claims a copyright interest in the Records, then (a) FamilySearch will own all rights to the Digital Images created hereunder, and (b) each Party hereby grants to the other Party the non-exclusive, perpetual, worldwide, irrevocable, fully-paid, and royalty-free permission to perform the tasks and use the Digital Images to the full extent contemplated in this Agreement, subject only to the restrictions set forth herein.
 3. Record Custodian agrees (a) not to distribute or license copies of Digital Images or Research Materials for any form of third-party commercial use, and (b) not to permit copying or distribution of all or substantially all of the Digital Images by or to any third-party, without first obtaining written authorization from FamilySearch.
 4. Nothing in this Agreement grants either Party any right to display or otherwise use the other Party's (or any of its affiliated entities') name or trademarks, and the Parties agree to refrain from such use without written permission from the other Party, except that each Party may issue publicity relating to the Agreement in which it makes incidental references to the other Party, the Agreement, services, Records, or Research Materials, so long as such references are not derogatory.
- b. Record Custodian's Premises and Security. If digital imaging is to occur on Record Custodian's premises, Record Custodian agrees to provide FamilySearch with timely, reasonable access to the Records at no cost to FamilySearch, including sufficient space near the

Records in a secure location (where there will be no third-party access to the Records and/or the digital imaging equipment) acceptable to both Parties for installation and operation of digital imaging equipment (i.e., electricity, Internet connectivity, environmental considerations, etc.), until digital imaging is completed.

c. Authorization and Compliance with Laws. Record Custodian will provide FamilySearch with access to the Records only to the extent authorized by law, and will redact any Records (or portions of Records) that may not be made available to the public. Records Custodian represents and warrants that it has the authority to grant the rights granted herein, and that the execution, delivery, and performance of this Agreement does not conflict with any other agreement to which it is a party. Additionally, each of the persons signing this Agreement on behalf of the Parties personally warrants his/her authority to so sign and to bind the Parties by his/her signature.

3. GENERAL TERMS

a. Term and Termination. This Agreement will commence as of the Effective Date and will continue in force for a period of five years, and will automatically renew for successive five year periods unless terminated earlier as set forth herein (the "Term"). Either Party may terminate this Agreement by providing 90 calendar days Notice (as defined below) to the other Party. This Agreement may be terminated at any time upon the material breach of this Agreement by either Party, subject to a 30 calendar day cure period from the time of Notice of the material breach. Any termination of this Agreement will only affect the right to create additional Digital Images after the termination date of this Agreement, and will not terminate or otherwise limit the use rights granted in this Agreement prior to the date of termination.

b. Indemnification and Covenant Not to Sue. Each Party will indemnify, defend, and hold harmless the other Party, and all affiliated entities, officers, directors, representatives, and employees thereof, for and against all costs, losses, damages, and attorneys' fees attributable to any third-party claim brought against the other Party arising from a breach or alleged breach of this Agreement by the indemnifying Party. Except in cases of willful misconduct or gross negligence, in recognition of the nature of the Parties as non-profit entities and to the extent permitted under applicable law, each Party hereby waives its right to bring any legal claim against the other Party for any loss or damage in connection with this Agreement.

c. Choice of Law and Dispute Resolution. This Agreement will be construed and interpreted exclusively according to the laws of the State of ~~Utah~~ ^{Utah} except for its conflicts of law rules. If the Parties cannot amicably resolve any dispute between themselves, then such dispute will be resolved exclusively in the state or federal courts located in ~~Salt Lake County, Utah~~ ^{Salt Lake County, Utah}, and the Parties consent to such jurisdiction and venue. The prevailing Party in any legal proceeding or action to enforce any term of this Agreement will be entitled, in addition to any other rights and remedies such Party may have, to recover its costs and reasonable attorneys' fees incurred in such proceeding from the other Party.

d. Entire Agreement; Controlling Language; Notice; Counterparts. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements, and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties. This Agreement and all related appendices shall be construed and interpreted in the English language which shall be the controlling language for all purposes. Any official notice given under the terms of this Agreement ("Notice") will be in writing and sent by a commercial courier service, delivery charge prepaid, return receipt requested, to the address noted above. All Notices will be effective upon receipt. This Agreement may be executed by electronic signature and in counterparts, all of which shall be considered original and a single document for all purposes.

The Parties signify their acceptance of the foregoing by their signatures below:

Record Custodian

FamilySearch

Authorized Signature

Authorized Signature

Name: Brian C. Blad
Title: Mayor
Date: _____

Name: Tom Gill
Title: Chief Finance Officer
Date: _____

APPROVED BY LE

Date 4/12/16 Atty B. Sec

Comments _____

APPENDIX A

Original Records

- Original obituaries from "The Pocatello Tribune" 1891-1911 (scan from film);
- Original school records, yearbooks, etc. 1891-1940 (preexisting tiff images);
- Record Custodian documents previously acquired by FamilySearch on microfilm;

Note: Approximately 769 rolls of microfilm will be converted into approximately 769,000 high-quality digital images, and delivered to the Marshall Public Library free of charge (an estimated market value of \$100,000.00 dollars).

Record Custodian _____ FamilySearch _____

APPENDIX B

Additional Records

- *[Insert Additional Records as detailed on FamilySearch's "Record Listing Form"]*

By their signatures below, the Parties signify their acceptance of adding the Additional Records into the Agreement as set forth herein above in this Appendix B:

Record Custodian

FamilySearch

Authorized Signature

Authorized Signature

Name: Brian C. Blad

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

APPROVED BY LEGAL

Date 7/6/16 Atty [Signature]

Comments _____

AGENDA

ITEM

NO. 7

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is entered into this ____ day of July, 2016, by and between TAG Historical Research and Consulting, an a/b/n of The Arrowrock Group, Inc., an Idaho corporation located in Boise, Idaho, (the "Consultant"), for itself and its heirs, executors, administrators, related entities and assigns and the City of Pocatello, a municipal corporation of the State of Idaho, (the "Client").

RECITALS

WHEREAS, the CLIENT is in need of professional services to assist with the completion of Phase 1 of a city-wide comprehensive Historic Preservation Plan; and

WHEREAS, the Consultant has agreed to perform consulting work to assist the CLIENT with the foregoing needs and other related activities as described herein; and

NOW, THEREFORE, for good and valuable consideration, the parties hereby agree as follows:

1. Consultant's Services. Consultant shall be available and shall provide the CLIENT professional services as described in the Proposal attached hereto as Exhibit "A", and incorporated herein by this reference as if set forth in full ("Consulting Services").

2. Consideration.

2.1 In consideration of the Consulting Services to be performed by Consultant under the Agreement, the CLIENT shall pay Consultant an amount not to exceed \$3,000.00 for the services set out in Exhibit "A".

2.2 The CLIENT shall pay the amount of \$3,000 as the Project Fee upon acceptance of the Consultant's final report for Phase 1 within 30 days of the receipt of an invoice from the Consultant.

3. Independent Contractor. Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee, partnership or joint venture relationship between the CLIENT and Consultant. Consultant is an independent contractor and not an employee of the CLIENT. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the CLIENT shall not withhold any amounts for payment of taxes from the compensation of Consultation hereunder. Consultant shall not represent itself to be or hold itself out as an employee of the CLIENT and Consultant acknowledges that it shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the CLIENT's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility.

4. Confidentiality. In the course of performing the Consulting Services, the parties recognize that the Consultant may come in contact or become familiar with information which the CLIENT may consider confidential. Consultant agrees not to discuss or divulge to anyone other than appropriate CLIENT personnel or their designees any information formally designated by the CLIENT as "Confidential."

5. Term. This Agreement shall commence July 22, 2016, and shall terminate on August 31, 2016 unless earlier terminated by either party hereto.

6. Consultant's Taxpayer I.D. Number. Consultant shall provide the CLIENT with its Taxpayer I.D. Number prior to receipt of any payment.

7. Representations and Warranties. The Consultant shall make no representations, warranties, or commitments binding the CLIENT without the CLIENT's prior written consent.

8. Mutual Indemnification. Each party shall be responsible only for the acts, omissions or negligence of its own officers, employees, and agents. Nothing in this Agreement shall extend responsibility or liability of any party beyond that required by the Idaho Tort Claims Act and the Idaho Comparative Negligence laws.

9. Insurance. Without limiting the CLIENT'S right to indemnification, it is agreed that prior to commencing any activities under this Agreement, the Consultant shall provide insurance coverage as follows:

A. Comprehensive general liability insurance, including coverage for premises liability, personal injury liability, broad-form property damage and independent contractor's liability, in an amount of not less than five hundred thousand dollars (\$500,000.00) per person per occurrence.

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

10. The Waiver. Failure to invoke any right, condition, or covenant in the Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, conditions, or covenant and neither party may rely on such failure.

11. Notice. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

Notices to Consultant:

Elizabeth Jacox, Secretary/Co-Owner
TAG Historical Research & Consulting
P.O. Box 7333
Boise, ID 83707-1333
ejacox@taghistory.com

Notices to Client:

Terri Neu, Assistant Planner
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169
tneu@pocatello.us

12. Enforceability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be impaired.

13. Miscellaneous

13.1 Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of this Agreement shall be binding unless in writing and signed by both parties.

13.2 Governing Law, Severability. This Agreement shall be governed by the laws of the State of Idaho; venue is proper in Bannock County. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

13.3 Consultant shall provide professional services for the CLIENT on the project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no other warranty, either expressed or implied, as to performance of professional services.

14. Termination. The CLIENT or the Consultant may terminate this agreement with thirty (30) days written notice.

15. Corporate Authority. The individual executing this Professional Services Agreement on behalf of TAG Historical Research and Consulting, an a/b/n of The Arrowrock Group, Inc., an Idaho Corporation, hereby acknowledges and represents that he/she has the power and authority to so bind the corporation. In the event the Party executing this document on behalf of said corporation does not have authority to so bind the corporation for any cause or reason, then such person acknowledges and agrees that he/she shall be personally liable under the terms hereof.

///

WHEREFORE, the undersigned parties have executed this Agreement as of the date first written above.

CITY OF POCA TELLO

**TAG HISTORICAL RESEARCH
& CONSULTING**

a/b/n of The Arrowrock Group, Inc.

By: _____
Brian C. Blad, Mayor

By: _____

Attest: _____
Ruth E. Whitworth, City Clerk

Its: _____

NOTARIAL ACKNOWLEDGMENT (Consultant)

State of Idaho)
 : ss
County of)

On ____ day of ____ 2016, before me, the undersigned Notary Public personally the _____ appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed in her authorized capacity, and that by her signature on the instrument _____, executed the instrument.

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

Notary Public in and for Idaho
Residing in _____
My commission expires _____

NOTARIAL ACKNOWLEDGMENT (Client)

State of Idaho)
 : ss
County of Bannock)

On ____ day of ____ 2016, before me, the undersigned Notary Public personally the _____ appeared Brian C. Blad and Ruth E. Whitworth personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed in her authorized capacity, and that by her signature on the instrument _____, executed the instrument.

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

Notary Public in and for Idaho
Residing in _____
My commission expires:

EXHIBIT "A"

Scope of Work

Task 1: Data Collection and Analysis (Consultant)

- Review and assess the existing preservation program, including the preservation ordinance, design guidelines, historic resources inventories, historic walking tour brochures and activities of the Historic Preservation Commission.
- Conduct a reconnaissance tour of existing and potential historic districts and sites.
- Prepare base maps and an existing conditions report.

Task 2: Community Outreach (Consultant)

- Conduct interactive meetings with the public and City officials to provide an opportunity for stakeholders to identify local issues and opportunities for historic preservation and comment on draft plan documents. Outreach activities are intended to establish a common vision and identify community preservation goals.

Task 3: Plan Development and Adoption (Consultant)

- Develop a range of strategies to preserve and enhance historic resources and address the objectives identified under the Project Description (see page 1).
- Address important questions such as when and where it may be appropriate to demolish historic buildings, and what resources must be protected to maintain the community's unique historic and architectural character.
- Prepare a draft plan to be reviewed by City staff and local officials.
- Present a proposed final plan to the Historic Preservation Commission and City Council for review and approval.

Task 4: Ongoing Project Management (City Staff)

- Collect and package pertinent background data and local preservation materials for delivery to the selected planning consultant.
- Coordinate with the selected consultant on a regular basis to schedule public meetings, prepare meeting summaries and other duties as agreed upon.
- Direct the preparation of and provide planning support in the development of the draft Historic Preservation Plan.
- Conduct ongoing grant administration to ensure compliance with CLG grant program requirements.

AGENDA

ITEM

NO. 8



CITY OF POCATELLO

BEER/WINE PERMIT (ORD.12.36.060)

Name of Permittee Melissa Gravett ID Verified DOB: [REDACTED]
mm/dd/yyyy

Address Rt 2 N Box 55A Phone (208) [REDACTED]

Date of Event 7-22-16 City _____ Time 6:00 am (pm) to 10:00 am (pm)

Nature of Event Family Reunion

Location _____ Upper Ross Park _____ Bonneville Park

_____ Lower Ross Park _____ Raymond Park

Other* Name of Park (REQUIRED): OK WARD

*(Requires special exception to City Codes)

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

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

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

Signature of Permittee: Melissa Gravett Date: 6/20/16

For Official Use Only

Applicable Fee: \$50.00 Date Paid: 7/1/16

Approved Denied* Signature: _____ Date: _____

*Reason for Denial: _____

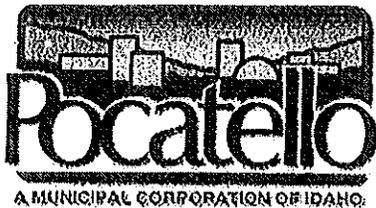
Called for permit pick up: Date: _____ Initial: _____ Result: _____

Date: _____ Initial: _____ Result: _____

AGENDA

ITEM

NO. 9



Application Submittal Approved: 4/26/16 MW 9

Date of Council consideration: _____
(NOTE: To be scheduled only after departmental approvals have been obtained)

**CITY OF POCATELLO APPLICATION FORM
REQUEST FOR TEMPORARY STREET CLOSURE**
(for non-construction related closures on streets classified as secondary or higher)
If council approval is required, form must be received 15 days prior to event.

Street(s) and Block Number(s): 600 Block S. 1st Ave.

Petitioner's Name(s)	Address(es)	Phone Number(s)
<u>FORTNEVE VALLEY</u>	<u>615 S. 1st Ave.</u>	<u>208-232-1644</u>
<u>BREWING (PUB)</u>	<u>POCATELLO, ID 83201</u>	

Name and phone number of responsible party/contact: Penny Nichols Pink 208-226-4347

Dates and times of closure (include time needed for set-up and clean-up): SATURDAY, SEPT. 24, 2016

Purpose for street closure, including all activities planned on the street: FUND RAISER FOR (12pm-12am)
PEBBLE CREEK SKI PATROL, LIVE MUSIC + SKI PATROL BBQ

Anticipated attendance: ~500-1000

Will alcohol be served during the event? YES. If so, is a waiver of the prohibition against open containers on the street needed? YES.

Names of vendor's/products with vehicles to be parked on the street, if any: N/A

Names/addresses of participating merchants or organizations, if applicable: PUB + PEBBLE CREEK
SKI PATROL

Name/address/phone of parties providing security for the event: Jim Robinson,
515 TEWA, POCATELLO, ID 83204 208-232-8007

Name/address/phone of parties providing traffic control for the event (a traffic control plan may be required).
PUB, 615 1st Ave, 208-232-1644

**ATTACH A SITE MAP SHOWING THE AREA
ATTACH PROOF OF \$500,000.00 SPECIAL EVENTS LIABILITY INSURANCE COVERAGE**

All information is subject to verification prior to scheduling the application for City Council consideration. Applicant will be notified of the date of the meeting. The approval of this application does not permit the violation of any section of the Building Code or other City ordinances.

I hereby certify that I have read this application, that the information herein is correct, and I agree to the above terms and conditions. I am also aware that I must be present at the City Council meeting, or arrange for a representative to appear in my place, to answer any questions.

Signature of Petitioner(s):

[Handwritten Signature] 4/20/16
DATE

DATE

Review by City Departments

Indicate below your department's approval or disapproval of the proposed closure.

Department	Approval Initial/Date	Approval w/ Conditions Initial/Date	Rejection Initial/Date
Police	<i>[Signature]</i> 5/2/16	_____	_____
Fire	<i>[Signature]</i> 5/4/16	_____	_____
Street Operations	<i>[Signature]</i> 4/26/16	_____	_____

Please note any conditions for approval or reasons for rejection.

615 S. 1st Ave.
Pocatello
208-232-1644

complements of the City of
Pocatello - Thank You!!!

Well 33 -
Closed

Halliday Street

Porta Potties

Old Hansen Bldg

Food and
Beverage
Booths

Emerson Bldg

Rothner Valley
Brewing
615 S. 1st Ave.

Stage

Double fenced Storage Lot

Gymnastics Facility

Wholesale Parts Bldg

Gym open for
children's
activities

Admission
Gate*

Street partitioned
off at Carter for
area for bands to
load/unload
equipment behind
stage

* Note: Both Admission Gates
will be monitored by the
Pocatello Ski Patrol & ID's will
be checked at the gates with
wrist bands issued.

Carter Street

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Fenced Rear Entrance

AGENDA

ITEM

NO. 10



Application Submittal Approved: 6/9/16 MV

Date of Council consideration: _____
(NOTE: To be scheduled only after departmental approvals have been obtained)

**CITY OF POCATELLO APPLICATION FORM
REQUEST FOR TEMPORARY STREET CLOSURE**
(for non-construction related closures on streets classified as secondary or higher)
If council approval is required, form must be received 45 days prior to event.

Street(s) and Block Number(s): Martin Luther King Jr Way, Idaho State University to Memorial Drive. Est. 3 blocks

Petitioner's Name(s)	Address(es)	Phone Number(s)
<u>Idaho State University</u>	<u>921 S 8th, Pocatello ID 83209</u>	<u>(208)282-3142</u>
<u>Diversity Center</u>	_____	_____
_____	_____	_____

Name and phone number of responsible party/contact: Ram Eddings / (208)282-3142

Dates and times of closure (include time needed for set-up and clean-up): September 23, 2016 4PM to 8PM

Purpose for street closure, including all activities planned on the street: University student block party, music, student organization promotion, pep rally and dancers

Anticipated attendance: 600-1000

Will alcohol be served during the event? No. If so, is a waiver of the prohibition against open containers on the street needed? _____.

Names of vendor's/products with vehicles to be parked on the street, if any: None

Names/addresses of participating merchants or organizations, if applicable: The Block Party will be comprised of student organizations on campus from Idaho State University

Name/address/phone of parties providing security for the event. Idaho State University Public Safety
and Idaho State University Rugby Club (see attached).

Name/address/phone of parties providing traffic control for the event (a traffic control plan may be required).
Idaho State University Public Safety

**ATTACH A SITE MAP SHOWING THE AREA
ATTACH PROOF OF \$500,000.00 SPECIAL EVENTS LIABILITY INSURANCE COVERAGE**

All information is subject to verification prior to scheduling the application for City Council consideration. Applicant will be notified of the date of the meeting. The approval of this application does not permit the violation of any section of the Building Code or other City ordinances.

I hereby certify that I have read this application, that the information herein is correct, and I agree to the above terms and conditions. I am also aware that I must be present at the City Council meeting, or arrange for a representative to appear in my place, to answer any questions.

Signature of Petitioner(s):

Ransom "Ram" Edling 6-6-2016
DATE

DATE

Review by City Departments

Indicate below your department's approval or disapproval of the proposed closure.

Department	Approval Initial/Date	Approval w/ Conditions Initial/Date	Rejection Initial/Date
Police	<u>J 6-13-16</u>	_____	_____
Fire	_____	<u>G 6/9/16</u>	_____
Street Operations	<u>MV 6/9/16</u>	_____	_____

Please note any conditions for approval or reasons for rejection.

1) 8th/Cesar Chavez to remain Passable, along w/ memorial to Terry at
Red Hill Rd. to facilitate emergent access from or around
event.

Idaho State University Block Party Application Attachment:

To Start at Martin Luther King Jr. Way connection with South 8th street

To: Memorial Drive

Security Information:

Idaho State University Public Safety

921 south 8th Avenue

Box 8140

Pocatello, Idaho 83209

Student Assistance:

Idaho State University

Rugby Club

Ram Eddings

208-282-3142

Traffic Control

Idaho State University Public Safety

921 south 8th Avenue

Box 8140

Pocatello, Idaho 83209

Student Assistance:

Idaho State University

Rugby Club

Ram Eddings

208-282-3142

State of Idaho
CERTIFICATE OF FINANCIAL RESPONSIBILITY
FY17

The State of Idaho and its departments and agencies are self-funded for their public liability exposures. The State of Idaho has created The Retained Risk Account, administered by the Dept. of Administration, Risk Management Program, (Idaho Code §67-5776), as a means for payment of losses not otherwise insured and suffered by the state as to property and risks which at the time of loss were eligible for such payment. The Retained Risk Account is governed by eligibility guidelines for coverage pursuant to Idaho Code §67-5776 (1). Self-retention is not insurance.

NAME OF AGENCY: State of Idaho/IDAHO STATE UNIVERSITY
 % Risk Management Program, Dept. of Administration
 P.O. Box 83720
 Boise, Idaho 83720-0079

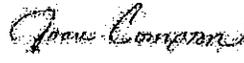
CERTIFICATE HOLDER: CITY OF POCATELLO
 PO BOX 2877
 POCATELLO, ID 83206

DESCRIPTION OF COVERED OPERATION:

As of the date hereof, the State of Idaho's Retained Risk Liability Account established under Idaho Code 67-5776, is funded and in effect subject to the Idaho Tort Claims Act Idaho Code (6-901 et. Seq.) including and without limitation Idaho Code 6-926, on behalf of the Agency named above, within the Retained Risk Account Coverage described below, arising from negligent actions of the State of Idaho /Idaho State University-Diversity Center as respects City of Pocatello permit for ISU's use of Pocatello Streets (blocking off Martin Luther King Way from 8th St to Memorial Drive) on September 23, 2016.

RETAINED RISK ACCOUNT COVERAGE	INDEMNIFICATION PROVIDED BY	EFFECTIVE DATES CERTIFICATE	LIMITS OF LIABILITY OF EACH OCCURRENCE
Comprehensive General Liability For: Bodily Injury Including <i>Personal Injury, Error & Omission and Medical Malpractice, if applicable</i> Property Damage	State of Idaho Retained Risk Account	Sept. 23, 2016	\$500,000
If applicable: Comprehensive Auto Liability For: Bodily Injury and Property Damage	State of Idaho Retained Risk Account		

July 1, 2016
 Date Issued


 Authorized Representative

In the event of any material change in this program, the State of Idaho-Risk Management Program will give 30 days' written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation upon the State of Idaho and the Risk Management Program.

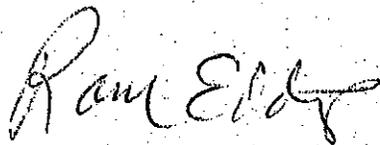
Idaho State UNIVERSITY

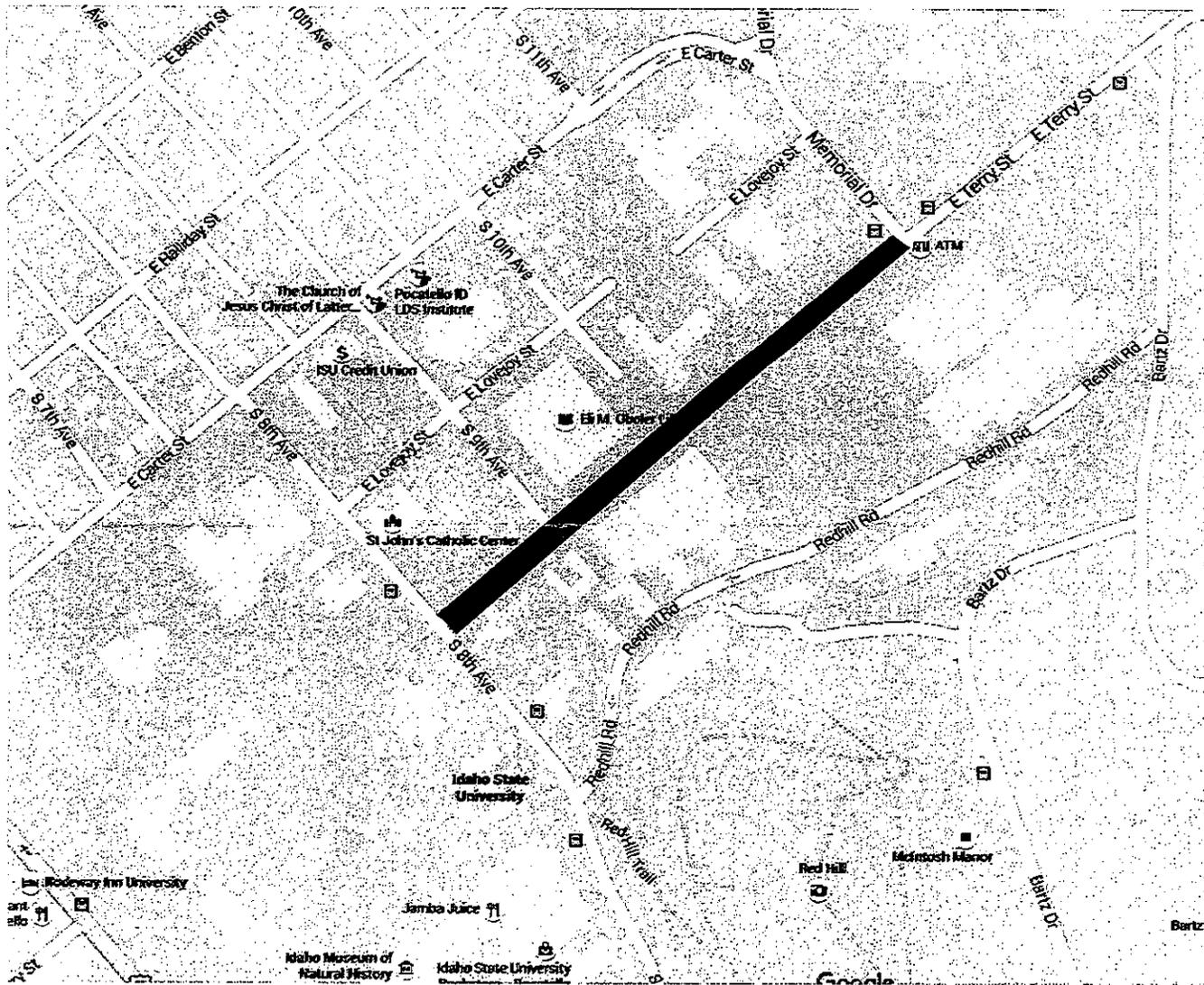
Office of Equal Opportunity/Affirmative Action and Diversity
921 South 8th Avenue, Stop 8315 • Pocatello, Idaho 83209

June 7, 2016

Idaho State University Diversity Resource Center Street closure application

**Map of proposed street closure. September 23, 2016
Main application already turned**





Red area indicates where closure would occur, No blocking of 8th street or Memorial Drive.

AGENDA

ITEM

NO. 12

AIRPORT LEASE ADDENDUM

EXECUTIVE SUMMARY

JULY 21, 2016 COUNCIL MEETING

Budget Rent A Car currently has a lease agreement with the City to operate an automobile rental concession inside the Pocatello Regional Airport terminal and a separate lease agreement for a parcel of property at the airport used as a vehicle service area. Budget has requested an addendum to those agreements that will allow for them to rent commercial trucks from their concession counter in addition to automobiles. The parking of the commercial trucks will be allowed only in the vehicle service area and not in the auto rental ready lot. Budget will pay 8% of gross revenue from the rental of commercial trucks to the airport. Revenue from the rent of commercial trucks will not be included in the car rental minimum annual guarantee, which was established in the Non-Exclusive Auto Rental Lease and Concession Agreement dated October 1, 2015. The addendum is subject to Legal Department review.