

CITY OF POCATELLO
CITY COUNCIL MEETING AGENDA

September 15, 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 Karen Peace representing the Bahai Faith.

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 meetings and Regular Council meetings of August 18, 2016 and September 1, 2016.

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

(c) ADA GRIEVANCE COMMITTEE APPOINTMENT: Council may wish to confirm the Mayor's appointment of Dr. Roger Boe to serve as a member of the ADA Grievance Committee, filling a long-term vacancy. Dr. Boe's term will begin September 16, 2016 and will expire September 16, 2018.

(d) ANIMAL SHELTER ADVISORY BOARD REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Roseanne Viguera to continue her service as a member of the Animal Shelter Advisory Board. Ms. Viguera's term will begin September 22, 2016 and will expire September 22, 2018.

(e) SISTER CITIES COMMITTEE APPOINTMENT: Council may wish to confirm the Mayor's appointment of Craig Cooper to serve as a member of the Japanese Sister Cities Subcommittee, filling a long-term vacancy. Mr. Cooper's term will begin September 16, 2016 and will expire September 16, 2020.

(f) RENEWAL OF PROFESSIONAL SERVICES CONTRACT—GROSSMAN GROUP, LLC: Council may wish to authorize the Mayor to execute a Professional Services Contract with Grossman Group, LLC, from Washington, DC, to provide lobbyist services for the City of Pocatello. The basic one-year contract will be effective October 1, 2016 and continue to September 30, 2017, in the monthly amount of \$5,000.00.

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—WIRELESS COMMUNICATION FACILITY ORDINANCE AMENDMENT

This time has been set aside for the Council to hear comments from the public regarding

the comprehensive re-write of Pocatello Municipal Code Title 15.42, Wireless Telecommunications Towers and Facilities. The re-write is in response to Federal legislation known as the Spectrum Act. The re-write has changes pertaining to the siting and permitting of wireless communication facilities.

This public hearing was originally scheduled for August 18, 2016. However, additional information was received directly before the meeting was to begin. City staff determined the hearing should be rescheduled to allow adequate time to review the new information. Staff recommends that the City Council direct the Legal Department to prepare an ordinance for adoption.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM6.PDF](#)

7. PUBLIC HEARING—FISCAL YEAR 2016 SEPTEMBER BUDGET AMENDMENTS

This time has been set aside to receive public comments on proposed "September" amendments to the current Fiscal Year 2016 Budget.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM7.PDF](#)

8. TUSCAN VIEW—SHORT PLAT

Bill Isley of Tuscan Hills 2, LLC (mailing address: 2231 East Center Street, Pocatello, ID 83201) and Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201) have submitted an application for a short plat to subdivide Lot 12, Block 1, Tuscan Hills Subdivision 2nd Addition into two (2) residential lots. This short plat is to be called Tuscan View.

Staff recommends approval of the request with conditions as outlined in the staff report.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM8.PDF](#)

9. RIGHT OF WAY USE LICENSE—LEAVITT

Council may wish to consider a request by Burns Leavitt (mailing address: 1110 Yellowstone Avenue No. 111, Pocatello, ID 83201) for a right-of-way use license to allow a 7 foot security fence to be constructed directly behind the sidewalk at the intersection of South 5th Avenue and Jason Avenue (3934 Jason Avenue) within the City's right-of-way.

Staff evaluated the request and recommends Council deny the applicant's request based on the inability to maintain the stormwater system without encumbrances and more importantly maintain sight distance to ensure public safety.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM9.PDF](#)

10. AETNA MEDICAL INSURANCE CONTRACT—HUMAN RESOURCES

Council may wish to approve a contract with Aetna to provide medical insurance coverage for City employees for Fiscal Year 2017.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM10.PDF](#)

11. COLLECTIVE BARGAINING AGREEMENT—FRATERNAL ORDER OF POLICE

Council may wish to approve the adoption of the Fiscal Year 2016-2017 Collective Bargaining Agreement for the Portneuf Valley Fraternal Order of Police Local Lodge No. 13, subject to Legal Department review.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM11.PDF](#)

12. RESOLUTION SETTING DEPOSIT FEE—UTILITY BILLING

Council may wish to adopt a Resolution, with an Amended Exhibit "V", setting the deposit fee for new accounts within the Utility Billing Department at \$150.00. (Since this deposit fee is less than the "up to \$300.00" amount previously noticed for a public hearing under Resolution 2016-12, no additional public hearing process is required.) The deposit fee will be effective October 1, 2016 for the 2017 Fiscal Year.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM12.PDF](#)

13. ORDINANCES

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

EXAMPLE MOTIONS:

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

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

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

Ordinances ready for reading.

13(a). An ordinance approving an amendment to the Fiscal Year 2016 Appropriation Ordinance. (Prepared for reading under rules of suspension and the whole ordinance needs to be published.)

13(b). An ordinance amending Pocatello Municipal Code Title 13, Chapter 30, "Utility Billing Services", which includes the retention of the deposit for any new account through the account's activity; revising the access to the premises section; and adding a new section regarding the unauthorized material and injury to equipment, as presented to the Council at the September 8, 2016 Study Session. (Prepared for reading under rules of suspension.)

Documents:

[AGENDA-ITEM13.PDF](#)

14. DISCUSSION ITEMS

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

PUBLIC HEARING PROCEDURE

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

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

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

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
AUGUST 18, 2016

CLARIFICATION MEETING The City Council Agenda Clarification Meeting was called to order at 5:37 p.m. by Mayor Brian Blad. Council members present were Heidi Adamson, 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 6:06 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Heidi Adamson, 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: The invocation was offered by Pastor Scott Sampson, Rocky INVOCATION Mountain Ministries.

Mayor Blad announced that Agenda Item No. 9 and Agenda Item No. 15 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 July 28, 2016 Budget Development meeting and the July 28, 2016 Executive Session.

-TREASURER'S REPORT (b) Treasurer's Report for July, showing cash and investments as of July 31, 2016 in the amount of \$46,357,169.57.

-HUMAN RELATIONS ADVISORY COMMITTEE APPOINTMENT (c) Confirm the Mayor's appointment of Mohammad Safdar to serve as a member of the Human Relations Advisory Committee, replacing Debodeep Choudhury who resigned. Mr. Safdar's term will begin August 19, 2016 and will expire November 19, 2016.

-EXCEPTION REQUEST-"FILL THE BOOT" FUNDRAISER (d) Consider a request from Pocatello Firefighters Local 187 for an exception to ordinances or laws that would prevent the group from gathering funds, for the Muscular Dystrophy Association "Fill the Boot" Fundraiser, on the public right-of-way at the intersection of Oak and Jefferson from 10:00 a.m. to 6:00 p.m. on September 9, 2016.

-EXCEPTION REQUEST-RUN WITH THE BIG DOGS FUNDRAISING EVENT (e) Grant an exception to City Code 12.36.030 to allow dogs in Ross Park on Saturday, October 1, 2016 for the Animal Shelter's 19th Run With The Big Dogs Annual Fundraising Event. Dogs, under the control of their owners, will be attending the event.

-AMERICAN ACADEMY OF PEDIATRICS GRANT -POLICE (f) Approve an application to the Idaho Chapter of the American Academy of Pediatrics in the amount of \$11,500.00 for the purpose of purchasing and distributing child passenger safety seats by Police staff and if the grant is approved, authorize the Mayor to accept and sign documents related to the grant. This is an annual grant and there is no City match of funds associated with this request.

-ANNUAL WORK STUDY AGREEMENT -ISU (g) Approve a College Work Study Agreement with Idaho State University (ISU) providing for work study positions at the City in the amount of \$26,325.00 for the period of July 1, 2016 through June 30, 2017. The City is responsible for paying forty percent of said allocation (\$10,530.00). This is an annual agreement and funding for work study positions is included in the budgets of those departments utilizing work study positions.

-COUNCIL DECISION -EASTPOINTE HILLS DIVISION NO. 7 FINAL PLAT (h) Adopt the Council's decision approving the Final Plat for the Eastpointe Hills Division No. 7 Subdivision which divides 3.67 acres into a 14 residential lot subdivision, zoned Residential Medium Density Single Family (RMS) density, subject to conditions. The proposed subdivision is located north of Daybreak Drive, east of Eastpointe Drive, on an extension of Hallmark Drive and will connect the two ends of Hallmark Drive.

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

AGENDA ITEM NO. 4: Mayor Blad announced there were no communications or proclamations. He welcomed a Boy Scout from Troop No. 342 AND PROCLAMATIONS and Girl Scouts from Troop No. 38.

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the September 1st Regular Council meeting at 6:00 p.m.; and the September 8th Study Session at 9:00 a.m.

Mayor Blad announced the Ice Cream Zoofari event will take place Saturday, August 20th from 11:00 a.m. to 4:00 p.m. at Zoo Idaho with a "Mayor vs. Bear" pie eating contest at 2:00 p.m.; a Welcome Back Orange & Black event would be held on August 22nd at Old Town Pocatello; the Community Recreation Center will be closed for annual maintenance beginning August 22 through September 6, 2016. However, business offices will remain open from 8:00 a.m. to 5:00 p.m., Monday through Friday; Ross Park Aquatic Complex hours will change to coincide with the start of area schools and the Complex's last day of the season will be September 5th; and Mayor Blad reminded citizens that school will be starting again soon and asked motorists to slow down in school zones.

AGENDA ITEM NO. 6: Mayor Blad announced that the Public Hearing to receive comments PUBLIC HEARING regarding the comprehensive re-write of Title 15.42, Wireless -WIRELESS Telecommunications Towers and Facilities Ordinance, had COMMUNICATION been postponed until the regular City Council meeting on FACILITY ORDINANCE September 15, 2016.

- AGENDA ITEM NO. 7: Council was asked to consider a request by BBAD Investments, LLC (mailing address: 2227 East Center Street, Pocatello, ID 83201) for a right of way use license to allow retaining walls to be constructed directly behind the sidewalk on Lots 24-28 Block 1 of Hidden Valley Subdivision 3rd Addition (Via Valdarno) within the City's right of way.
- RIGHT OF WAY USE
LICENSE-BBAD
INVESTMENTS, LLC

Engineering/Public Works staff recommended approval of the request subject to conditions and Legal Department review.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to approve a request by BBAD Investments, LLC for a right of way use license to allow retaining walls to be constructed directly behind the sidewalk on Lots 24-28 Block 1 of Hidden Valley Subdivision 3rd Addition (Via Valdarno) within the City's right of way subject to the following conditions: 1) the Grantee shall provide public liability insurance coverage in the amount of Idaho Tort Liability Limits (currently \$500,000.00) to indemnify the City from any claims which might arise out of the Grantee's use of the City's property. Proof of such coverage must be provided annually; failure to do so will result in termination of this License. Grantee agrees to hold the City harmless from any and all claims or damages arising from the use of the City's property; 2) the right of way use license can be recorded with the land as long as the wall is allowed to remain in place. BBAD agrees that at the time of sale of any lot subject to this right-of-way use license agreement, the new property owner shall obtain and maintain the same insurance as set forth in item number 1 above; 3) grantee agrees and understands that the use under this License is limited to retaining wall improvements and that no other improvements will be made without prior written permission by the City; 4) this license is revocable and shall be terminated upon sixty (60) days written notice if it is determined by the Grantor that the City requires the use of the right-of-way being encroached upon and it is in the City's best interests that said License should be revoked. Grantee may terminate this License upon sixty (60) days written notice to the City. Any such removal and restoration cost should be at the owner's expense; and 5) subject to Legal Department approval. Upon roll call, those voting in favor were Moore, Johnston, Adamson, Bray, Brown and Orr.

- AGENDA ITEM NO. 8: Council was asked to adopt a Resolution establishing a process for the vacation of public rights-of-way consistent with Idaho Code and repealing Resolutions 1998-26 and 1999-34 as they are no longer being applied to the vacation process. The Resolution will become effective after its passage and will sunset upon the adoption of a revised Pocatello Municipal Code Title 17 "Zoning Regulation" which will incorporate the process presented in the proposed Resolution.
- RESOLUTION
-ESTABLISHING A
PROCESS FOR THE
VACATION OF PUBLIC
RIGHTS OF WAY

A motion was made by Mr. Moore, seconded by Mr. Johnston, to adopt a Resolution (2016-11), establishing a process for the vacation of public rights-of-way consistent with Idaho Code and repealing Resolutions 1998-26 and 1999-34 as they are no longer being applied to the vacation process. The Resolution will become effective after its passage and will sunset upon the adoption of a revised Pocatello Municipal Code Title 17 "Zoning Regulation" which will incorporate the process presented in the proposed Resolution. Upon roll call, those voting in favor were Moore, Johnston, Adamson, Bray, Brown and Orr.

AGENDA ITEM NO. 9: As announced earlier, the request to approve and authorize the Mayor to execute the Amended Real Covenant and Annexation Agreement between the City and Century Heights, LLC, owner and developer, for 372.15 +/- acres of the formerly known "Southern Hills" development had been pulled from the agenda at the request of the applicant.

AMENDED REAL COVENANT AND ANNEXATION AGREEMENT-CENTURY HEIGHTS, LLC

AGENDA ITEM NO. 10: South East Idaho Homeless Stand Down, represented by Susan Thurm (mailing address: 1044 North Harrison, Pocatello, ID 83204), is requesting that "Council Select" funds in the amount of \$250.00 be used for operational costs for their annual event at Idaho State University Reed Gym on October 29, 2016. Funds raised from the event will be used to provide items that help homeless individuals/families in the community stabilize. (As of August 12, 2016, \$2,558.00 remained in the "Council Select" line item).

"COUNCIL SELECT" FUNDING REQUEST -SOUTH EAST IDAHO HOMELESS STAND DOWN

A motion was made by Mr. Brown, seconded by Mr. Johnston, to approve a request by South East Idaho Homeless Stand Down, represented by Susan Thurm, for "Council Select" funds in the amount of \$250.00 to be used for operational costs for their annual event at Idaho State University Reed Gym on October 29, 2016. Upon roll call, those voting in favor were Brown, Johnston, Adamson, Bray, Moore and Orr.

AGENDA ITEM NO. 11: Pocatello Flag Design Ad-hoc Committee, represented by Logan McDougall (mailing address: PO Box 4169, Pocatello, ID 83205), is requesting that "Council Select" funds in the amount of \$250.00 be used to cover expenses such as banners, materials, and entry fees related to the Committee's participation in the Idaho State University Homecoming Parade on September 24, 2016. The parade venue will be used to educate and inform the public of the Committee's efforts to solicit designs for a new flag for Pocatello. (As of August 12, 2016, \$2,558.00 remained in the "Council Select" line item).

"COUNCIL SELECT" FUNDING REQUEST -POCATELLO FLAG DESIGN COMMITTEE

A motion was made by Mr. Johnston, seconded by Mr. Moore, to approve a request by Pocatello Flag Design Ad-hoc Committee, represented by Logan McDougall, for "Council Select" funds in the amount of \$250.00 to be used to cover expenses such as banners, materials, and entry fees related to the Committee's participation in the Idaho State University Homecoming Parade on September 24, 2016 to be used to educate and inform the public of the Committee's efforts to solicit designs for a new flag for Pocatello. Upon roll call, those voting in favor were Johnston, Moore, Adamson and Brown. Bray and Orr voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 12: Council was asked to consider granting a beer/wine permit to Wendy Spidell (mailing address: 214 Franklin, Pocatello, ID 83201) for a 40-year High School Reunion at Sister City Park on August 19, 2016 from 6:00 p.m. to 10:00 p.m. Ms. Spidell has submitted an application to the City to allow the consumption of beer and wine at the event.

EXCEPTION REQUEST FOR BEER/WINE PERMIT -SPIDELL

Approval by Council is necessary since this area 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 Wendy Spidell for a 40-year High School Reunion at Sister City Park on August 19, 2016 from 6:00 p.m. to 10:00 p.m. and grant a waiver to City Code 12.36.060 and allow the consumption of beer and wine at the event. Upon roll call, those voting in favor were Moore, Brown, Adamson, Bray, Johnston and Orr.

AGENDA ITEM NO. 13: Council was asked to consider granting a beer/wine permit to Kyle Bluemel (mailing address: 862 Marinus Lane, Pocatello, ID 83201) EXCEPTION REQUEST for a Company Picnic/Customer Appreciation event at Fort Hall FOR BEER/WINE PERMIT Replica (Stage Area) on August 27, 2016 from 9:00 a.m. to 10:00 -BLUEMEL p.m. Mr. Bluemel 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 area is not specifically identified in City Code 12.36.060 where the consumption of such beverages is allowed.

A motion was made by Mr. Moore, seconded by Mr. Bray, to grant a beer/wine permit to Kyle Bluemel for a Company Picnic/Customer Appreciation event at Fort Hall Replica (Stage Area) on August 27, 2016 from 9:00 a.m. to 10:00 p.m. and grant a waiver to City Code 12.36.060 and allow the consumption of beer and wine at the event. Upon roll call, those voting in favor were Moore, Bray, Adamson, Brown, Johnston and Orr.

AGENDA ITEM NO. 14: Kind Community (mailing address: 315 West Center, Suite 104, TEMPORARY ROAD Pocatello, ID 83204) represented by Courtney Fisher and Idaho CLOSURE REQUEST State University (ISU) (mailing address: 921 South 8th Avenue, -KIND COMMUNITY/ Pocatello, ID 83209) represented by Stuart Summers, are requesting ISU HOMECOMING to close Martin Luther King Jr. Memorial Drive with closure points KICK OFF CELEBRATION at 8th, 9th and 15th Avenues for a Kind Community/ISU Homecoming Event on Monday, September 19, 2016.

Representatives are requesting that the street be closed 7:00 a.m. to 11:30 p.m. for the event.

City staff has recommended approval of the request with conditions.

Stuart Summers and Courtney Fisher, representatives of ISU and Kind Community, stated "Kind Week" activities have been planned to coincide with planned ISU Homecoming week activities. Mr. Summers outlined activities planned and encouraged the community to participate. Ms. Fisher gave an overview of the activities being planned to help alleviate bullying in the community.

A motion was made by Mr. Johnston, seconded by Mr. Orr, to approve a request by Kind Community, represented by Courtney Fisher and Idaho State University (ISU), represented by Stuart Summers, to close Martin Luther King Jr. Memorial Drive (MLK Dr.) with closure points at 8th, 9th and 15th Avenues for a Kind Community/ISU Homecoming Events on Monday, September 19, 2016 from 7:00 a.m. to 11:30 p.m. for the event with the following conditions: 1) one lane (minimum 20' wide) will need to be maintained on MLK Dr. between 8th Avenue and Cesar Chavez Avenue and approximately 10th Avenue to provide access if necessary to building No. 50 (library) and building No. 38 (Rendezvous Center). Cars for the car show can be parked on either side of the street in order to maintain an access lane; 2) access to south sides of building No. 49 and No. 51 will need to be maintained. Any displays, tables, etc. will need to be readily movable should access to that area be needed; 3) the one-way lane on the west side of building No. 50 (library) will need to be maintained accessible from the north; 4) access to the parking lot at the south end of 10th Avenue between buildings No. 50 and No. 51 will need to be maintained; and 5) Red Hill Road behind the Rendezvous Center must be maintained passable with at

least 20' clearance and may not be blocked. Upon roll call, those voting in favor were Johnston, Orr, Adamson, Bray, Brown and Moore.

AGENDA ITEM NO. 15: As announced earlier, the request from Valley Pride, represented by FEE WAIVER David Maguire, to waive the City's \$6,200.00 water system capacity REQUEST-HIGHWAY 30 fee for the 2016 Highway 30 Berm (Garrett Way) project, had been BERM PROJECT pulled from the agenda.

AGENDA ITEM NO. 16: Council was asked to approve a Memorandum of Agreement (MOA) with Just Strays Animal Foundation, Inc., dba Simply Cats SIMPLY CATS Adoption Center, a non-profit organization located in Boise, Idaho. ADOPTION CENTER MOA The MOA would create a coalition between the City of Pocatello -ANIMAL SERVICES and the Foundation with a goal to increase the live release rate for cats.

A motion was made by Mr. Orr, seconded by Mr. Brown, to approve a Memorandum of Agreement with Just Strays Animal Foundation, Inc., dba Simply Cats Adoption Center, a non-profit organization located in Boise, Idaho to create a coalition between the City of Pocatello and the Foundation with a goal to increase the live release rate for cats. Upon roll call, those voting in favor were Orr, Brown, Adamson, Bray, Johnston and Moore.

AGENDA ITEM NO. 17: Council was asked to consider the following requests related to the 3RD ANNUAL SPLASH DANCE FOR DOGS AT ROSS PARK AQUATIC COMPLEX REQUESTS -ANIMAL SERVICES

WAIVE RENTAL FEE a) Waive the pool rental fee of \$350.00 per hour and entry fee of \$1.50; and

ALLOW DOGS IN b) Exception to City Codes in order to allow dogs in the RPAC and RPAC/ROSS PARK Ross Park during the event.

A motion was made by Mr. Orr, seconded by Mr. Johnston, to approve Agenda Item No. 17(a) and 17(b) for requests related to the 3rd Annual Splash Dance For dogs fundraiser for the Pocatello Animal Shelter to be held in the Ross Park Aquatic Complex (RPAC) on Saturday, September 17, 2016.. Upon roll call, those voting in favor were Orr, Johnston, Adamson, Bray, Brown and Moore.

AGENDA ITEM NO. 18: Council was asked to adopt a resolution with exhibits (a) through FISCAL YEAR 2017 (z) setting fees for Fiscal Year 2017 (October 1, 2016 through DEPARTMENTAL FEE RESOLUTION September 30, 2017). The exhibits are:

- a) POCATELLO REGIONAL AIRPORT FEES
- b) ALCOHOLIC BEVERAGE LICENSES FEES
- c) ANIMAL SERVICES FEES

- d) BUSINESS LICENSURE FEES
- e) CEMETERY FEES
- f) CHILDREN'S GROUP TREATMENT CENTER FEES
- g) COMMERCIAL ACTIVITIES IN PARKS AND OTHER PUBLIC PLACES FEES
- h) CONSTRUCTION TRADE FEES
- i) CHILD CARE LICENSE FEES
- j) DEVELOPMENT REIMBURSEMENT FEES
- k) ENGINEERING SERVICES FEES
- l) FIRE DEPARTMENT FEES
- m) GEOGRAPHIC INFORMATION SERVICE FEE
- n) PARKS AND RECREATION ACTIVITIES PROGRAM, RENTAL, AND ADMISSION FEES
- o) PARKS AND RECREATION FACILITY USE FEES
- p) PLANNING AND DEVELOPMENT SERVICES FEES
- q) POLICE DEPARTMENT FEES
- r) PUBLIC RECORD FEES
- s) SANITATION DEPARTMENT FEES
- t) CONSTRUCTION SITE SEDIMENT AND EROSION CONTROL FEES
- u) POCATELLO REGIONAL TRANSIT SYSTEM FEES
- v) UTILITY BILLING DEPARTMENT FEES
- w) VIDEO SERVICES FEES
- x) WATER DEPARTMENT FEES
- y) WATER POLLUTION CONTROL DEPARTMENT FEES
- z) ZOO PROGRAM, RENTAL AND ADMISSION FEES

In response to a question from Council, Mayor Blad stated that it is likely that the City of Pocatello will continue to charge for City services through user fees. This places the cost of the service on actual users and not the taxpayers.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to adopt a resolution (2016-12) as outlined in Agenda Item No. 18(a) through 18(z) setting fees for Fiscal Year 2017 (October 1, 2016 through September 30, 2017). Upon roll call, those voting in favor were Johnston, Moore, Adamson, Bray, Brown and Orr.

AGENDA ITEM NO. 19: Council was asked to adopt a resolution establishing the City's intent to levy \$18,807.00 in Foregone Property Tax for the purpose of supplementing other revenues in Fiscal Year 2017 to complete the purchase of public safety equipment for the Fire and Police Departments. Said resolution is prepared in accordance with Idaho Code §63-802.
RESOLUTION-INTENT
TO LEVY FOREGONE
PROPERTY TAX FOR
FISCAL YEAR
2017 BUDGET

In response to a question from Council, Joyce Stroschein, Chief Financial Officer/Treasurer, explained that cities are allowed to levy tax revenue increases, up to 3%, each fiscal year. She added that if the Council chooses not to receive the funds, the amount is withheld and can be requested by the City at a later date. Ms. Stroschein stated that the proposed levy amount is a result of those tax dollars that the Council has not taken in prior years. She explained that it was determined an additional \$18,807.00 was necessary to take care of critical needs in the Fire Department and Police Department. Ms. Stroschein added that the Council has nearly \$1.4 million in levied funds available, but have been very frugal and conservative by only asking for the proposed \$18,807.00 at this time.

A motion was made by Mr. Moore, seconded by Mr. Johnston, to adopt a resolution (2016-13) establishing the City's intent to levy \$18,807.00 in Foregone Property Tax for the purpose of supplementing other revenues in Fiscal Year 2017. Upon roll call, those voting in favor were Moore, Johnston, Adamson, Bray, Brown and Orr.

AGENDA ITEM NO. 20: Council was asked to consider the following ordinances:
ORDINANCES

APPROPRIATIONS a) The Annual Appropriations ordinance for Budget Year 2017.
ORDINANCE

A motion was made by Mr. Johnston, seconded by Mr. Brown, that the ordinance, Agenda Item No. 20(a), be read only by title and placed on final passage for publication, and that the full ordinance be submitted for publication. Upon roll call, those voting in favor were Johnston, Brown, Adamson, Bray, Moore and Orr.

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

Mr. Bray stated he feels the Council has not done due diligence to attain a satisfactory budget. He stated 41% of the community struggles to make ends meet and an alternate City budget could help alleviate that. Mr. Bray feels employee compensation is still behind in market valuation and that a reduction in workforce could assist in reducing the budget.

Mr. Orr stated he feels Mr. Bray's comments are a contradiction, since he feels the proposed budget is quite conservative and increasing employee salaries would have further increased the levy rate.

Mr. Brown stated he feels the Council and staff members have worked more on the current budget through the budgeting process than in any other year. He stated that mistakes made by the Bannock County Assessor and other events have resulted in revenue losses to the City.

Mr. Bray stated that the overall valuation for property owners has not kept pace with inflation. He estimates a 3% inflation increase would equal a \$20 million growth rate. He added that according to his calculations, property tax values would increase between approximately \$197 million and \$274 million.

Mr. Johnston stated he feels the Council has made great progress with the current budget. He stated he understands that the City has to spend money to keep up with necessary equipment and staffing needs and that cutting out key positions is not a suitable option. Mr. Johnston emphasized that he feels Mayor Blad has kept the Council well-informed regarding the replacement of employee positions before approving the hiring of employees, when necessary. He reiterated that it is essential to continue to provide good services to Pocatello citizens.

Mayor Blad stated that he is frustrated with the negative comments being offered by Mr. Bray. He feels the Council and department heads have worked hard to construct a good, solid, reasonable and sustainable budget. Mayor Blad expressed his appreciation to Council members for working so hard during the budget process.

It was noted that Mr. Bray had further comments. However, Mayor Blad moved forward with the agenda item.

Mayor Blad declared the final reading of the Annual Appropriations Ordinance for Budget Year 2017. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Brown, Johnston, Moore and Orr. Mr. Bray voted in opposition to the motion. The motion passed. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2970 and be submitted to the Idaho State Journal for publication.

REPEAL/ADOPT b) Repeal Title 16 "Subdivision Regulations" and adopt an entirely new
"SUBDIVISION Ordinance for Title 16 "Subdivision Regulations" as presented to
REGULATION" the Council at the July 14, 2016 Study Session and August 4, 2016
Public Hearing.

A motion was made by Mr. Moore, seconded by Mr. Orr, that the ordinance, Agenda Item No. 20(b), be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Moore, Orr, Adamson, Bray, Brown and Johnston.

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

Mayor Blad declared the final reading of the ordinance, repealing Title 16 "Subdivision Regulations" and adopting an entirely new Ordinance for Title 16 "Subdivision Regulations" as presented to the Council at the July 14, 2016 Study Session and August 4, 2016 Public Hearing. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2971 and be submitted to the Idaho State Journal for publication.

AMEND "VEHICLES c) Amending Title 10 "Vehicles and Traffic" to update portions of the
AND TRAFFIC" current code and to implement a new section regarding speed limits
ORDINANCE within a construction zone as presented to the Council at the August
11, 2016 Study Session.

A motion was made by Mr. Moore, seconded by Mr. Johnston, that the ordinance, Agenda Item No. 20(c), 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, Adamson, Bray, Brown and Orr.

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

Mayor Blad declared the final reading of the ordinance amending Title 10 "Vehicles and Traffic" to update portions of the current code and to implement a new section regarding speed limits within a construction zone as presented to the Council at the August 11, 2016 Study Session. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2972 and be submitted to the Idaho State Journal for publication.

CHANGE ZONING DESIGNATION -1800 GARRETT WAY	d)	Changing the designated zone of 7.26 acres of property located at 1800 Garrett Way, Pocatello, Idaho from Commercial General (CG) to Residential/Commercial/Professional (RCP). The Council Decision for this designation was adopted July 16, 2015.
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A motion was made by Mr. Orr, seconded by Mr. Bray, that the ordinance, Agenda Item No. 20(d), 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 Orr, Bray, Adamson, Brown, Johnston and Moore.

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

Mayor Blad declared the final reading of the ordinance changing the designated zone of 7.26 acres of property located at 1800 Garrett Way, Pocatello Idaho from Commercial General (CG) to Residential/Commercial/Professional (RCP) as was adopted by Council Decision on July 16, 2015. Mayor Blad asked "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2973 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. DISCUSSION ITEMS	21:	Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, read passages from a publication.
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Mayor Blad informed Ms. Taysom that she was out of order by reading from a publication without prior permission from the Council.

Dean Tranmer, City Attorney, read an excerpt of *Roberts Rules of Order*, stating the speaker must have permission from the members of the Council to read from a publication prior to speaking.

Mayor Blad reminded Ms. Taysom that she was out of order and asked her to sit down.

There being no further business, Mayor Blad adjourned the meeting at 7:11 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

CITY OF POCATELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
SEPTEMBER 1, 2016

CLARIFICATION MEETING

The City Council Agenda Clarification Meeting was called to order at 5:34 p.m. by Mayor Brian Blad. Council members present were Heidi Adamson, Roger Bray, Steve Brown, Jim Johnston and

Michael L. Orr. Council member Gary Moore was excused. No motions, resolutions, orders, or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO. 1:
ROLL CALL AND
PLEDGE OF
ALLEGIANCE

The Regular City Council meeting was called to order at 6:02 p.m. by Mayor Brian Blad. Council members present were Heidi Adamson, Roger Bray, Steve Brown, Jim Johnston and Michael L. Orr. Council member Gary Moore was excused.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2:
INVOCATION

The invocation was offered by Pastor Jonathan Dinger, Grace Lutheran Church.

AGENDA ITEM NO. 3:
CONSENT AGENDA

Council was asked to consider the following business items:

-MINUTES

(a) Waive the oral reading of the minutes and approve the minutes from the Clarification and Regular Council meeting of August 4, 2016; the Study Session of August 11, 2016 and the Council's Active Shooter Training of August 18, 2016.

-PAYROLL AND MATERIAL CLAIMS

(b) Council was asked to consider payroll and material claims for the month of August, 2016 in the amount of \$10,542,743.92.

-ADA GRIEVANCE COMMITTEE REAPPOINTMENTS

(c) Council was asked to confirm the Mayor's reappointments of Dr. K.C. McGee, Jerry Myers and Dean Nielson to continue their service as members of the ADA Grievance Committee. All terms will begin September 7, 2016 and will expire September 7, 2018.

-FORT HALL REPLICA COMMISSION APPOINTMENT

(d) Council was asked to confirm the Mayor's appointment of Arlen Walker to serve as a member of the Fort Hall Replica Commission, filling a vacancy. Mr. Walker's term will begin September 2, 2016 and will expire December 18, 2019.

-MILLIMAN, INC. CONTRACT-FINANCE

(e) Council was asked to approve, and authorize the Mayor to sign, a contract with Milliman, Inc. for actuarial services. The contract will be in effect for the Fiscal Years ending September 30, 2016 through

September 30, 2019. The initial contract amount is \$6,750.00 and funds are available in the Finance Department's Fiscal Year 2017 budget.

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

AGENDA ITEM NO. 4: Mayor Blad welcomed boy scouts from Troop No. 369 and Troop
COMMUNICATIONS No. 342.
AND PROCLAMATIONS

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the September 8th Study
CALENDAR REVIEW Session at 9:00 a.m.; and the September 15th Regular Council
meeting at 6:00 p.m.

Mayor Blad announced City offices will be closed September 5th for Labor Day. However, garbage and recycle pickups will continue on schedule; the Community Recreation Center is closed for annual maintenance work. It is scheduled to re-open on September 6th. The patron facilities will be closed but the business offices will remain open from 8:00 am. to 5:00 p.m.; and the Simplot Fun Run will take place September 10th, contact Community Recreation Center for more information.

Mayor Blad also reminded citizens that the Ross Park Aquatic Complex's last day of the season will be September 5th; Zoo Idaho is open on weekends only September 3rd through October 30th; school has started, and drivers must slow down in school zones. He reminded citizens that new signage for school zones is in effect and to watch for flashing signals and/or wording changes on signs.

AGENDA ITEM NO. 6: This time was set aside for the appeal by Nikki Taysom to the
NOTICE OF TRESPASS Mayor's Notice of Trespass dated August 24, 2016. The Council
AND RIGHT TO APPEAL may wish to overturn or uphold the Mayor's Notice of Trespass.
-TAYSOM

Nikki Taysom, 4963 Yellowstone Avenue, Chubbuck, stated she was served a Notice of Trespass on August 24, 2016. She asked for clarification regarding the Notice and the properties from which she has been trespassed. Ms. Taysom quoted passages from the U.S. Constitution and stated she feels the Notice is a violation of her constitutional rights. She stated she is opposed to government projects and services.

Dean Tranmer, City Attorney, clarified that Ms. Taysom has been trespassed from all City buildings and City-owned properties, including City parks. He added that the trespass does not include public streets and sidewalks, which are considered public right-of-way.

A motion was made by Mr. Brown, seconded by Mr. Johnston, to uphold the Mayor's Notice of Trespass letter dated August 24, 2016 which was served upon Nikki Taysom trespassing her from all City of Pocatello property including all open and public meetings, for one year's time until August 24, 2017.

Mr. Brown stated that his motion to uphold Ms. Taysom's trespass was not taken lightly. He explained that there is a difference between exercising an individual's right of freedom of speech and tolerating Ms. Taysom's disorderly conduct during Council meetings. Mr. Brown added that although City Council meetings are open to the public, the agenda items are not always open for discussion from the public. He stressed that it is important to follow protocol in order to complete the business of the Council. Mr. Brown stated that he feels the Council members have given Ms. Taysom numerous opportunities to follow the rules of the meeting before determining that a trespass order was necessary.

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

Pocatello Police officers escorted Ms. Taysom from the Council Chambers and served her with a letter trespassing her from City property until August 24, 2017.

AGENDA ITEM NO. 7: Council was asked to consider granting a beer/wine permit to CALDWELL PARK BEER/WINE PERMIT APPLICATION-NEIERS Melissa Neiers (mailing address: 921 South 8th Avenue, Stop 8072, Pocatello, ID 83209) for a Welcome Back Idaho State University Picnic at Caldwell Park on September 16, 2016 from 6:00 p.m. to 10:00 p.m. Ms. Neiers 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.

A motion was made by Mr. Brown, seconded by Mr. Orr, to grant a beer/wine permit to Melissa Neiers for a Welcome Back Idaho State University Picnic at Caldwell Park on September 16, 2016 from 6:00 p.m. to 10:00 p.m. and allow the consumption of beer and wine at the event. Upon roll call, those voting in favor were Brown, Orr, Adamson, Bray and Johnston.

AGENDA ITEM NO. 8: Council was asked to consider the recommendations of staff for the following requests regarding the Community Recreation Center (CRC) lighting upgrade and NOP Park materials storage area projects.
CRC LIGHTING
UPGRADE/NOP PARK
MATERIALS STORAGE
AREA PROJECTS-BID

ACCEPT BID -INTERMOUNTAIN ELECTRIC a) Accept the bid received from Intermountain Electric to perform an all-inclusive lighting upgrade at the CRC facility. The total cost of the lighting upgrade will be \$18,752.46 (\$28,315.10 bid less a \$9,562.64 Idaho Power rebate);

AUTHORIZE MAYOR'S SIGNATURE b) Authorize the Mayor's execution on documents between the City of Pocatello and Intermountain Electric in the amount of \$28,315.10 for the CRC project;

AUTHORIZE CONSTRUCTION c) Authorize Parks staff to proceed with construction of a Field Maintenance Material Storage Area at NOP Park Softball/Baseball Fields. Cost estimate \$4,000.00; and

AUTHORIZE EMERGENCY FUNDING d) Authorize the use of emergency account funding for the above two (2) projects.

Sufficient funds are available in the City's emergency accounts for both projects.

A motion was made by Mr. Bray, seconded by Mr. Johnston, to approve Agenda Item Nos. 8(a) through 8(d) as outlined, subject to Legal Department review. Upon roll call, those voting in favor were Bray, Johnston, Adamson, Brown and Orr.

AGENDA ITEM NO. 9: The Pocatello Kennel Club, represented by Jill Humphries (mailing address: 742 Poole Avenue, Pocatello, ID 83201) is asking for EXCEPTION REQUEST permission to allow a Club member to stay in an RV parked at OK -POCATELLO Ward Park parking lot for the following dates: September 29 KENNEL CLUB through October 2, 2016 to serve as security during the Club's annual 3-day agility trial to be held September 30 through October 2, 2016.

In response to questions from Council, Jill Humphries stated participants represent Idaho and several surrounding states. She added that approximately 330 dogs would be participating in the trials each day during the annual event, now in its 12th year.

A motion was made by Mr. Johnston, seconded by Mr. Brown, to grant permission to The Pocatello Kennel Club to allow a Club member to stay in an RV parked at OK Ward Park parking lot September 29, 2016 through October 2, 2016 to serve as security during the Club's annual 3-day agility trial to be held September 30 through October 2, 2016. Upon roll call, those voting in favor were Johnston, Brown, Adamson, Bray and Orr.

AGENDA ITEM NO. 10: Council was asked to approve a Memorandum of Understanding (MOU) outlining the bounds of cooperation between the United MOU-UNITED States Marshal Service and Pocatello Police Department for the STATES MARSHAL investigation and arrest of fugitives from justice in Southeast Idaho. SERVICE The MOU is a joint effort to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

A motion was made by Mr. Orr, seconded by Mr. Bray, to approve a Memorandum of Understanding (MOU) outlining the bounds of cooperation between the United States Marshal Service and Pocatello Police Department for the investigation and arrest of fugitives from justice in Southeast Idaho.

Mayor Blad expressed his support for the various interagency agreements which allow law enforcement agencies to work together.

In response to questions from Council, Captain Roger Schei, Police Department, stated that agreements such as the proposed MOU with the Marshal Service, are necessary for law enforcement agencies to work together to keep our community safe. He stated that expenses pertaining to the investigation and apprehension of criminals are funded by individual agencies, federal aid and through the sale of seized assets.

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

AGENDA ITEM NO. 11: Council was asked to accept the recommendation of staff and declare the purchase of firefighting MSA products from Weidner FIREFIGHTING equipment to be a valid sole source expenditure. The purchase is for Self- EQUIPMENT SOLE SOURCE EXPENDITURE Contained Breathing Apparatus (SCBA) products in the amount of AND DECLARATION \$80,164.20 for the Fire Department. Council may also wish to -FIRE DEPARTMENT authorize the Mayor to sign any contractual documents related to the purchase, subject to Legal Department review.

This is one of two proposed purchases for SCBA products from Weidner Fire. Funding for phase one is available in the Fire Department's Fiscal Year 2016 Budget.

A motion was made by Mr. Bray, seconded by Mr. Johnston, to accept the recommendation of staff and declare the purchase of firefighting MSA products from Weidner Fire to be a valid sole source expenditure and authorize the purchase for Self-Contained Breathing Apparatus (SCBA) products in the amount of \$80,164.20 for the Fire Department and authorize the Mayor to sign any contractual documents related to the purchase, subject to Legal Department review. Upon roll call, those voting in favor were Bray, Johnston, Adamson, Brown and Orr.

AGENDA ITEM NO. 12: Council was asked to consider the following ordinances:
ORDINANCES

AMENDMENTS TO ALCOHOL ALLOWED IN CITY PARKS a) An Ordinance amending Section 12.36.050 and 12.36.060 to clarify the type of alcohol permitted within a municipal park as well as the events and park locations of which alcohol may be consumed, with permits for beer and wine to be authorized by the Parks and Recreation Director in said position's discretion, as presented to the Council at the August 11, 2016 Study Session.

A motion was made by Mr. Bray, seconded by Mr. Johnston, that the ordinance, Agenda Item No. 12(a), be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Bray, Johnston, Adamson, Brown and Orr.

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

Mayor Blad declared the final reading of the ordinance amending Section 12.36.050 and 12.36.060 to clarify the type of alcohol permitted within a municipal park as well as the events and park locations of which alcohol may be consumed, with permits for beer and wine to be authorized by the Parks and Recreation Director in said position's discretion. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown, Johnston and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2974 and be submitted to the Idaho State Journal for publication.

AMENDMENTS TO ANIMAL SERVICES CODE b) An Ordinance amending Pocatello Municipal Code Chapter 6.04, "Animal Services", to implement two new sections to the code; (1) a dangerous animal registry; and (2) requirement of individual cat licenses, as presented to the Council at the August 11, 2016 Study Session. The ordinance also includes other sections of the Pocatello Municipal Code that need amended reflecting the department's name change to "Animal Services".

A motion was made by Mr. Orr, seconded by Mr. Johnston, that the ordinance, Agenda Item No. 12(b), be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Orr, Johnston, Adamson, Bray and Brown.

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

Mayor Blad declared the final reading of the ordinance amending Pocatello Municipal Code Chapter 6.04, "Animal Services", to implement two new sections to the code; (1) a dangerous animal registry; and (2) requirement of individual cat licenses, and include other sections of the Pocatello Municipal Code that need amended reflecting the department's name change to "Animal Services." Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown,

Johnston and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2975 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 13: Tammy Kendell, 2287 Satterfield Drive, shared pictures of the
DISCUSSION ITEMS property located at 2255 Satterfield Drive with the Council. She stated that the property has become an eyesore in the community and is asking for the Council's help to find a solution to the many code enforcement violations at the property. Mrs. Kendell feels that the negligence of the property owner at 2255 Satterfield Drive has tarnished the appearance of the entire neighborhood.

Lynn Kendell, 2287 Satterfield Drive, thanked the Council for their service to the community. He stated that the property located at 2255 Satterfield Drive has become an insurmountable eyesore and fire hazard in the neighborhood. Mr. Kendell feels the lack of action to rectify the matter may negatively impact the value of his home.

Randy Spencer, 2712 Jerome, shared his concerns regarding the code violations at the property located at 2255 Satterfield Drive. He explained that he has spoken to code enforcement officers several times regarding the home and the City abatement process. Mr. Spencer stated that the abatement process is no longer functioning properly in order to correct code violations. He feels that non-compliance fees should be attached as liens to property through property taxes to act as an incentive for code compliance.

Mayor Blad stated that the property owner has been contacted regarding the code violations. Unfortunately, the owner has not shown an interest to improve the property. He explained that Code Enforcement and Finance departments are working together to find solutions to the abatement process.

Andrew Christensen, 144 Highland Boulevard, shared his interest in local government and community awareness. He indicated he enjoys watching City Council meetings and asked the Council to provide more information during meetings concerning each of the City Council agenda items. Mr. Christensen also asked that the recycling program be extended to serve multi-unit apartment complexes.

Mayor Blad clarified that supporting documents for agenda items are available online and many items are discussed at length during Study Sessions.

Carta Sierra, aka "Idaho Lorax", Pocatello citizen, shared his support for public safety and concerns regarding elderly abuse.

There being no further business, Mayor Blad adjourned the meeting at 7:05 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

3/9

PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City", and the Grossman Group, LLC, a company organized under the laws of the State of Delaware, and doing business as the Grossman Group, LLC, with its principal place of business at 1825 I Street, N.W., Ste. 600, Washington, D.C. 20006-5415, hereinafter referred to as "Consultant."

WHEREAS, the City previously retained Consultant to help pursue the City's interests and federal government objectives; and

WHEREAS, the parties wish to renew the agreement for an additional year;

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

1. SCOPE OF WORK: Consultant shall make its best effort to assist the City in pursuing its interests and federal government affairs objectives. The nature of these objectives shall be determined by the City with the advice and assistance of Consultant.
2. TERM: The term of this Agreement shall be one (1) year, commencing October 1, 2016, and terminating September 30, 2017.
3. PAYMENT: The City agrees to pay Five Thousand Dollars (\$5,000.00) per month to the Consultant for services rendered under this Agreement. Payment shall be made to Consultant monthly, in advance, commencing on or about October 1, 2016, to be followed by a payment on or before the first day of each month for the next eleven months, beginning November 1, 2016.

The City also agrees to pay a standard overhead charge covering all other expenses, such as telephone, faxing, and duplicating, in an amount not to exceed four and seven-tenths percent (4.7%) of the above-named amount, which will be added to the monthly invoice.

In addition, a statement of out-of-pocket expenses for travel and other direct charges shall be sent to the City by the Consultant at the end of each month for expenses incurred during the previous month. The statement shall be paid monthly. The parties agree the City shall pay a not-to-exceed amount of two thousand five hundred dollars (\$2,500.00) during the term of the Agreement for these expenses unless otherwise authorized in writing by the City.

All fees to Consultant for services will be due and payable on the dates specified herein. All balances not paid on the due dates specified herein will bear interest at the rate of one percent (1%) per month until paid. All reasonable costs of collection incurred by Consultant for fees, which are more than sixty (60) days past due, shall be paid by the City promptly upon demand.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: The Consultant is an independent contractor and is not an employee of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes the work specified by the City. Because the Consultant is engaged in its own independently established business, the Consultant is not eligible for, and shall not participate in, any employee health or other fringe benefit plans of the City.

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

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

7. LICENSES AND LAW: The Consultant represents that it or its employees possess the skill and experience necessary and all licenses required to perform the services under this agreement. The Consultant further agrees to comply with all applicable laws in the performance of the services hereunder.

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

The Consultant agrees to indemnify and hold harmless the City and its officers and employees from and against any and all losses, claims, damages, legal fees, expenses, actions, or liabilities or injury to persons or property arising out of or in connection with any negligent or willful acts, errors, or omissions, or activities of Consultant, Consultant's agents, employees, or representatives arising from activities as a result of this Agreement. This paragraph shall survive the termination of this Agreement and shall continue to bind both parties.

9. INSURANCE: Without limiting the City's right to indemnification, it is agreed that the Consultant shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

- a. Worker's compensation insurance as required by applicable state or federal statutes.
- b. Comprehensive general liability insurance, including coverage for premises and contractual 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.

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

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

12. CHOICE OF LAW: Any dispute under this Agreement shall be decided in accordance with the laws of Washington, D.C.

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

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

15. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce the provisions of this Agreement.

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

APPROVED BY LEGAL

Date 8/22/16 Atty B. See

Comments _____

CITY OF POCA TELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

THE GROSSMAN GROUP, LLC, a Delaware limited liability company

By: _____
LARRY GROSSMAN

Its: _____

AGENDA

ITEM

NO. 6

EXECUTIVE SUMMARY

To: The Honorable Mayor Blad and Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: City Council Public Hearing September 15, 2016

MGL

RE: Code Section 15.42 Wireless Communication Facilities (WCF) Amendments

RECOMMENDATION

Staff recommends that the City Council adopt a modified Ordinance replacing Chapter 15.42 (Wireless Telecommunications Towers and Facilities) of the Pocatello Municipal Code with the enactment of a new Chapter 15.42 pertaining to the siting and permitting of Wireless Communication Facilities (attached). The proposed additions are underlined with existing text crossed (~~crossed~~) out. The wording outlined in "RED" are suggested additions from Melissa Reagan of Sherman & Howard L.L.C representing Verizon Wireless. City Legal and Planning Staff are in agreement with these additions. Staff does not recommend allowing administrative approval of new towers not in a public right-of-way for all Commercial & research/business parks as suggested on page 3 of Ms. Reagan's correspondence.

BACKGROUND

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 decisions 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.

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 is 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.

The Spectrum Act states that a local government cannot deny and shall approve an Eligible Facility Request, but provides no guidance as to the required process or time limits in which a local government has to act. As a result, the FCC recently promulgated rules which include

necessary definitions, processing requirements, timelines and remedies for applications that seek to modify an existing WCF in accordance with the Spectrum Act.

(47 U.S.C 1455(a)(1).) Section 6409 defines “**Eligible Facilities Request**” as “*any request for modification of an existing wireless tower or base station that involves*”;

- (a) collocation of new transmission equipment;
- (b) removal of transmission equipment; or
- (c) replacement of transmission equipment.”

On December 17, 2014, the FCC adopted regulations implementing Section 6409 and taking effect on April 9, 2015. In summary, the rules define terms that were not defined in the Spectrum Act, including “eligible support structure,” “existing,” substantial change” and “wireless tower.” It is the intent of these definitions to provide clarity as to which types of projects are covered by the Spectrum Act. The rules also state that an applicant has the right to assert in writing that a project is covered by the Spectrum Act.

If the project falls within the definition of an “Eligible Facilities Request”, the City must act on it within 60 days from the date of application is submitted, unless the City determines the request is not covered by the Spectrum Act. The 60 day time frame may be tolled by the City for incomplete applications, within 30 days of submittal (see proposed Section 15.42.060). The time frame begins again when the applicant re-submits material and the City then has 10 days to respond. Failure of the City to act within the allowed timeframe results in the automatic approval of the pending application.

To comply with the Spectrum Act and the FCC rules, Planning & Development Services staff has prepared an updated ordinance. Most of the current ordinance has been eliminated. The proposal establishes a straightforward permitting process for WCF modification requests covered under the Spectrum Act. Said ordinance also codifies other processing time rules (referred to as “Shot Clock”) and provides clarification when needed.

PROPOSED ORDINANCE CHAPTER 15.42

The City’s ordinance divides WCF permits into three (3) categories: Type 1, Type 2, and Type 3.

Type 1 WCF permit/application would apply only to collocations that meet the definition of “Eligible Facilities” under the Spectrum Act and would provide a streamlined review by City staff.

Type 2 WCF permit/application would apply to collocations that do not fit within the Spectrum Act. These types of WCF projects would typically involve towers on private property where the height of the tower is proposed to increase by more than ten percent (10%), towers in public right-of-way proposed to be increased by 10-feet or more or projects that will be adding more than 4 cabinets. Staff also proposes that roof mounted antenna & support system for omni-directional antennas not exceeding 10-feet above the highest portion of the roof be processed

as a Type 2 permit. Placement of Distributed Antenna Systems (DAS) and Small Cells would be a Type 2 permit and may be approved administratively in any zoning district.

The Type 3 permit/application shall be required for siting of any new WCF that is not a collocation subject to Type 1 or 2. The ordinance grants the City the most discretion over applications for new towers or roof mounted exceeding 10-feet in height. Staff is proposing to eliminate the WCF Special Permit to require application for a Conditional Use Permit. The reason for this is that once a facility is permitted it gains “Eligible Facility” status and will be permitted to increase by right under the Spectrum Act. A public hearing would be held before the Planning & Zoning Commission which would render a decision with appeal being made to the City Council. Section 15.42.050 provides an easy-to-follow process outlining; **(i)** the type of wireless facility if requested; **(ii)** timeline for City review; and **(iii)** type of permit required.

A major amendment being proposed from the current ordinance can be found under Section 15.42.090 Zoning Districts & 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.

The proposed ordinance also codifies numerous definitions, processing time for the three (3) different permit types, and encourages collocation of antennas, DAS and Small Cells where/when possible.

Attachments:

Draft Ordinance with additions and existing text crossed out

Correspondence from Melissa Reagan Sherman & Howard

Photos of wireless technology

Chapter 15.42 WIRELESS COMMUNICATION FACILITIES

15.42.010 FINDINGS

15.42.020 PURPOSES

15.42.030 DEFINITIONS

APPLICANT: Any person who applies for a ~~tower development~~ Wireless Communication Facility permit.

APPLICATION: The process by which the owner of a parcel of land within the city submits a request to develop, construct, build, modify, or erect a tower upon such parcel of land. Application includes all written documentation, verbal statements, and representations, in whatever form or forum, made by an applicant to the city concerning such a request.

Base Station: means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network. The term does not encompass a tower as defined in this chapter or any equipment associated with a tower.

1. The term includes, but is not limited to, equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.
2. The term includes, but is not limited to, radio receivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems ("DAS") and small-cell networks).
3. The term includes any structure other than a tower that, at the time the relevant application is filed with the City under this section, supports or houses equipment described under (1)-(2) above that been reviewed and approved by the City.

BUILDING: Any permanent structure built for the shelter or enclosure of person, animals, chattels or property of any kind, which is permanently affixed to the land and which has one or more floors and a roof.

CARRIER: A company that provides wireless services.

CONDITIONAL USE PERMIT: Conditional uses are uses that are allowed within a zoning district provided that certain standards (or "conditions") are met that will enhance the compatibility of the proposed use with other surrounding uses. Often conditional uses are unique and their effect on the surrounding environment cannot be determined in advance of a specific proposal for a particular location. Application for a conditional use permit affords the city an opportunity to review the location, design, configuration, and potential impact of the proposed use on surrounding land uses

COLLOCATION: ~~The use of a single support system on the ground by more than one carrier (vertical collocation) and/or several support systems on an existing building or structure by more than one carrier.~~

COLLOCATION: Means “the mounting or installation of transmission equipment on an existing support structure for the purpose of transmitting and/or receiving signals for communications purposes.

CONCEALMENT: The act of hiding something or preventing it from being known.

DISTRIBUTED ANTENNA SYSTEM or “DAS”: means a network consisting of transceiver equipment at a central hub site to support multiple antenna locations throughout the desired coverage area.

EIA: The Electronic Industries Association.

ELIGIBLE FACILITIES REQUEST: Means any request for modification of an existing Tower or Base Station that, within the meaning of the Spectrum Act, does not substantially change the physical dimensions of that Tower or Base Station, and involves (a) Collocation of new Transmission Equipment, (b) the removal of Transmission Equipment, or (c) the replacement of Transmission Equipment.

ELIGIBLE SUPPORT STRUCTURE: Means any Tower or Base Station that exists at the time the application is filed with the City.

EQUIPMENT ENCLOSURE: A small enclosed structure, shelter, cabinet, box, or vault at the base of the support system within which are housed batteries and electrical equipment.

FAA: The Federal Aviation Administration.

FCC: The Federal Communications Commission or successor agency.

FACADE ATTACHED ANTENNA: Any antenna directly attached or affixed to the elevation of a building, tank, tower, or other structure.

FREESTANDING TOWER: A tower not physically attached to a building or structure. The tower is attached to the ground by a foundation.

FULLY AUTOMATED WCF: A WCF with no on site personnel required for its daily operation.

GUYWIRE: Diagonal cables utilized to tie towers to the ground or other surfaces.

LATTICE TOWER: A support structure that consists of a network of crossed metal braces, forming a tower that is usually triangular or square in cross section.

LICENSED CARRIER: A company authorized by the FCC.

NONAUTOMATED WCF: A WCF with onsite personnel.

NONRESIDENTIAL STRUCTURE: A building or structure not constructed for residential purposes.

OMNIDIRECTIONAL (WHIP) ANTENNA: An omnidirectional antenna is a wireless transmitting or receiving antenna that radiates or intercepts Radio-Frequency (RF) electromagnetic fields equally well in all horizontal directions in a flat, two-dimensional geometric plan.

OWNER: Any person with fee title or a long term (exceeding 10 years) leasehold to any parcel of land within the city who desires to develop, or construct, build, modify, or erect a tower upon such parcel of land.

PERSON: Any natural person, firm, partnership, association, corporation, company, or other legal entity, private or public, whether for profit or not for profit.

PHOTOSIMULATION: Computer generated photographs, renderings combining existing subject adjacent property conditions and improvements with proposed improvements.

PLANNING COVERAGE MAP: A map, maps, or plan on which are marked the service areas of other WCF sites operated by the applicant. The planning coverage map shall be considered exempt from disclosure pursuant to Idaho Code section 9-340(D) or as subsequently amended.

PUBLIC RIGHT OF WAY: Includes all public streets and utility easements owned by or dedicated to, the city of Pocatello, or other public entity.

RESIDENTIAL STRUCTURE: A building utilized exclusively for short or long term residential purposes.

REPLACEMENT: Only refers to the replacement of transmission equipment, not the replacement of an existing wireless tower or the support structure on which base station equipment is located.

SERVICE AREA: Contained areas within which a wireless communication facility is able to transmit clear signals, generally circular in form.

SITE: (for towers outside the Right-Of-Way): Are defined as the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. (For other towers and all base stations) "Site" is restricted to that area in proximity to the structure and to other transmission equipment already deployed on the ground.

SMALL CELLS: Means compact wireless base stations containing their own transceiver equipment and function like cells in a mobile network but provide a smaller coverage area than traditional macrocells. Small cells will meet the two parameters in subsections (a) and (b) below. For purposes of these definitions, volume is a measure of the exterior displacement, not the interior volume of the enclosures. Antennas or equipment concealed from public view in or behind an otherwise approved structure or concealment are not included in calculating volume.

(a) **Small Cell Antenna:** Each antenna shall be no more than three (3) cubic feet in volume.

(b) **Small Cell Equipment:** Each equipment enclosure shall be no larger than seventeen (17) cubic feet in volume. Associated conduit, mounting bracket or extension arm, electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery back-up power systems, grounding equipment, power transfer switch, and cut-off switch may be located outside the primary equipment enclosure(s) and are not included in the calculation of equipment volume.

SPECTRUM ACT: Means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act, 47 U.S.C. ss 1455(a) (providing, in part, "... a State or Local government may not deny, and shall approve, any Eligible Facilities Request for a modification of any existing wireless Tower or Base Station that does not substantially change the physical dimensions of such Tower or Base Station.")

STEALTH DESIGN: Any wireless telecommunications facility which is designed to enhance compatibility with adjacent land uses, including, but not limited to, architecturally screened roof mounted antennas, antennas integrated into architectural elements, and towers designed to look other than like a tower such as light poles, power poles, and trees. The term stealth does not necessarily exclude the use of camouflaged lattice, guyed, or monopole tower designs. Means technology that minimizes the visual impact of wireless communication facilities by camouflaging, disguising, screening, and/or blending into the surrounding environment. Examples of stealth design include but are not limited to towers disguised as trees, flagpoles, bell towers, and architecturally screened roof-mounted antennas.

SUBSTANTIAL CHANGES: Means, in the context of an Eligible Support Structure, a modification of an existing Tower or Base Station where any of the following criteria is met:

(iii) Type 1: For any Eligible Support Structure:

- (a) It involves the installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four (4) cabinets; or**
- (b) It entails any excavation or deployment outside of the current site of the Tower or Base Station; or**
- (c) The proposed modification would cause the concealment/camouflage elements of the Tower or Base Station to be defeated; or**
- (d) The proposed modification would not comply with the conditions associated with the prior siting approval of construction or modification of the Tower or Base Station, unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new exaction that does not exceed the corresponding thresholds in this section.**

(ii) Type 2: For a Tower located in the public rights-of-way and for all Base Stations:

- (a) The height of the Tower or Base Station is increased by more than ten (10) percent or ten (10) feet, whichever is greater.**
- (b) There is added an appurtenance to the body of that structure that would protrude from the edge of that structure by more than six (6) feet; or**
- (c) It involves the installation of ground cabinets that are more than ten (10) percent larger in height or overall volume than any other ground cabinets associated with the structure; or**
- (d) It involves the installation of any new equipment cabinets on the ground if there is no pre-existing ground cabinet associated with that structure.**

(iii) Type 3: For a Tower NOT located in the public rights-of-way:

- (a) The height of the Tower is increased by (i) more than ten (10) percent, or (ii) by the height of one additional Antenna array with separation from the nearest existing Antenna not to exceed twenty (20) feet, whichever is greater; or**

- (b) There is added an appurtenance to the body of the Tower that would protrude from the edge of the Tower by (i) more than twenty (20) feet, or (ii) more than the width of the Tower at the level of the appurtenance, whichever is greater.

~~TOWER: A self-supporting lattice, guyed, or monopole structure constructed from grade which supports telecommunications facilities. The term tower shall not include amateur radio operators' equipment, as licensed by the FCC.~~

TOWER: Includes any structure built for the sole or primary purpose of supporting any Wireless Communication Facility.

TRANSMISSION EQUIPMENT: Means "any equipment that facilitates transmission for any Commission-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supply"

~~UTILITY SUPPORT STRUCTURE POLE: A telephone, electric, or cable television pole located in a street right-of-way.~~ Means utility poles or utility towers supporting electrical, telephone, cable or other similar facilities; street light standards; pedestrian light standards; traffic light structures and traffic sign structures.

~~WATERWAY: A channel, natural or manmade, through which water runs.~~

~~WHIP ANTENNA: See definition of Antenna: Omnidirectional (Whip) Antenna.~~

~~WIRELESS TELECOMMUNICATIONS FACILITY (WCF): Any facility that transmits and/or receives electromagnetic signals, including antennas, microwave dishes, parabolic antennas, directional antennas and other types of equipment for the transmission or reception of such signals, towers or similar structures supporting the equipment, equipment buildings, shelters, cabinets, parking area, and other accessory development. However, telecommunications facilities shall not include any satellite earth station antenna two meters (2 m) in diameter or less which is located in an area zoned industrial or commercial; or any satellite earth station antenna one meter (1 m) or less in diameter, regardless of zoning category. (Ord. 2662, 2001)~~

15.42.040 TYPES OF WCF PERMITS REQUIRED

- (1) A Type 1 WCF Permit shall be required for an "Eligible Facilities Request" which includes:
- (a) Collocation of new transmission equipment;
 - (b) The removal of transmission equipment;
 - (c) The replacement **or modification** of transmission equipment.
- (2) A Type 2 WCF Permit shall be required for:
- (a) Any modification of an Eligible Support Structure, including the collocation of new equipment, that Substantially Changes the physical dimensions of the Eligible Support Structure on which it is mounted or;
 - (b) Any collocation not eligible for a Type 1 Permit or;
 - (c) Any roof mounted with antenna & support system for an antenna not exceeding 10-feet above the highest portion of the roof or;
 - (d) Placement of Distributed Antenna Systems (DAS) and Small Cells.

- (e) A new tower located in the public Right-Of-Way
- (3) A Type 3 Permit shall be required for siting of any new WCF tower that is not a collocation subject to a Type 1 or 2 WCF Permit as outlined in this section.

15.42.050: WIRELESS FACILITY PERMIT PROCESS

<u>Type of Wireless Facility</u>	<u>Timeline for City review (per Federal Law)</u>	<u>Deemed Granted (per Federal Law)</u>	<u>Type of Permit Required</u>
<u>Collocations or modifications/ replacement of wireless transmission equipment at an existing wireless tower or base station that do not "substantially change the physical dimensions of the existing wireless tower or base station" Section 6409(a) facilities</u>	<u>*60-days after the application is submitted</u> <u>*Can be extended by mutual agreement</u>	<u>YES</u>	<u>Type 1 WCF Permit</u> <u>* Administrative review & Approval by Planning & Development Services Director and/or his/her designee</u>
<u>* Other collocations that "substantially change the physical dimensions of the existing wireless tower or base station"</u> <u>* roof mounted that do not qualify as existing Base Stations not to exceed 10-feet above the highest portion of the roof</u> <u>*Distributed Antenna Systems & Small Cells</u>	<u>90 day review after application submitted</u>	<u>NO</u>	<u>* Type 2 WCF Permit Required</u> See Table 15.42.090 for zoning restrictions
<u>New tower (NOT in public Right-Of-Way</u> <u>*roof mounted exceeding 10-feet above the highest portion of the roof</u>	<u>150 days after application submitted</u>	<u>NO</u>	<u>* Type 3 WCF Permit</u> See Table 15.42.090 for zoning restrictions

15.42.050: WCF APPLICATION REGULATIONS

- (1) The applicant must identify whether the application is for an "Eligible Facilities Request" subject to the Spectrum Act, and if so, provide a detailed explanation as to why the application qualifies as an Eligible Facilities.
- (2) The applicant shall complete the appropriate application form for a Type 1, Type 2, or Type 3 WCF with all pertinent information included. Any of the applications may be amended from time to time.
- (3) The applicant shall include appropriate signatures and payment of the application fee as prescribed by the adopted Municipal Fee schedule.

15.42.060: PERMIT REVIEW TIME PERIODS

- (1) City Review of Application Materials: The timeframe for review of an application shall begin to run when the application is submitted, but shall be tolled if the City finds the application incomplete and requests that the applicant submit additional information to complete the application. Such requests shall be made within 30 days of submission of the application. After submission of additional information, the City will notify the applicant within 10 days of this submission if the additional information failed to complete the application.
- (2) Type 1 Processing Time: For Type 1 **Modifications or** Collocations, the City will act on the WCF application together with any other City permits required for a proposed WCF modification, within 60 days, adjusted for any tolling due to requests for additional information or mutually agreed upon extensions of time.
 - (i) If the City determines that the application does not qualify as a Type 1 Eligible Facilities Request, the City will notify the applicant of such determination in writing and will process the application as a Type 2 WCF application.
 - (ii) To the extent federal law provides a "deemed granted" remedy for Type 1 WCF application(s) not timely acted upon by the City, no such application shall be deemed granted until the Applicant provides notice to the City, in writing, that the application has been deemed granted after the time period in (2) above as expired.
 - (iii) Any deemed Type 1 WCF application shall be subject to following conditions:
 - (a) The approval of a WCF Type 1 permit shall be subject to the conditions of approval of the underlying permit, except as may be preempted by the Spectrum Act.
 - (b) The proposed project shall be built in compliance with the approved plans on file with the City of Pocatello.
- (3) Type 2 Processing Time: For Type 2 WCF Permits, the City will act on the application within 90 days, adjusted for any tolling due to requests for additional information or mutually agreed upon extensions of time.
- (4) Type 3 Processing Time: For Tier 3 WCF Permits, the City will act on the application within 150 days, adjusted for any tolling due to requests for additional information or mutually agreed upon extensions of time.
- (5) Denial of Application: In the event that the City denies a WCF application, the City will notify the applicant of the denial in writing outlining the reasons for the denial.

15.42.070 MODIFICATIONS OR COLLOCATIONS OF ANTENNAS, DAS, & SMALL CELLS

- A. To the extent possible not otherwise covered by Section 15.42.040 (1) "Eligible Facilities Requests", collocation and new WCF antenna arrays, DAS and Small Cells are permitted in all zoning districts via administrative approval provided that the antenna array or roof mounted antenna is not more than 10-feet above the structure does not constitute a "substantial change" to an existing Tower or Base Station.
- B. A Type 1 Application with applicable fees shall be submitted.
- C. If any support structure must be constructed to achieve the needed elevation or if the attachment adds more than 10-feet above the existing structure or roof line, the proposal is subject to a Type 2 review and application. The limitation to 40-feet a "substantial change" to an existing Tower or Base Station applies to cumulative increases and any previously approved additions to height made under this section must be included in said measurement.
- D. Any equipment shelter, cabinet or ancillary equipment are subject to building setbacks as required in the underlying zone (Title 17).
- E. Applicable Building, Mechanical, and Electrical Permits are required as determined by the Building Official.
- F. Distributed Antenna Systems and Small Cells:
 - 1. Distributed Antenna Systems (DAS) and Small Cells are permitted in all zoning districts.
 - 2. DAS and Small Cells are subject to approval via administrative review only unless installation requires the construction of a new utility support structure or building. Type II review is required when the applicant proposes new utility support structure or building.
 - 3. Multiple Site DAS and Small Cells
 - a. A single permit may be used for multiple distributed antennas that are part of a larger overall DAS network.
 - b. A single permit may be used for multiple small cells spaced to provide wireless coverage in a contiguous area.

15.42.080 TOWER SHARING, COLLOCATION, PREFERRED TOWER LOCATIONS and STANDARDS

- A. Tower sharing and Collocation: New WCF facilities shall, to the maximum extent feasible, collocate on existing towers or other structures of a similar height to avoid construction of new towers, unless precluded by zoning constraints such as height, structural limitations, inability to obtain authorization by the owner of an alternate location, or where an alternate location will not meet the service coverage objectives of the applicant.
- B. New Towers: Applications for a new tower must address all existing towers or structures of a similar height within ½ mile of the proposed site as follows:
 - 1. By providing evidence that a request was made to co-locate on the existing tower or other structure, with no success or;
 - 2. By showing that locating on the existing tower or other structure is infeasible with a detailed written explanation detailing why a new tower is required.

C. **Tower Height:** Towers are exempt from the maximum height restrictions of the districts where located.

D. **Tower Setback, base station and/or accessory facilities:** Setbacks are required based on the underlying zoning as measured from property lines to the base of the tower. Setback requirements may be modified so that a tower can be placed so as to reduce its visual impact, e.g., adjacent to trees which may partially hide the tower.

E. **Separation:** Towers shall be separated from all residentially zoned lands by a minimum of one hundred & fifty feet (150').

F. **Lighting:** Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA. All lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties and shall comply with all city regulations.

G. **Idaho Code 54-1227 Easements and lease agreements:** The boundaries of easements and lease areas for cell towers need to be monumented and a record of survey filed with the County.

H. A modification **substantially changes the physical dimensions** of a tower or base station if it meets any of the following:

1. For towers outside of public rights-of-way (“ROW”), it increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed 20 feet, whichever is greater;
2. For towers in the ROW and all base stations, it increases the height of the tower or base station by more than 10% or 10 feet, whichever is greater;
3. For towers outside the ROW, it protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater;
4. For towers in the ROW and all base stations, it protrudes from the edge of the structure more than 6 feet;
5. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
6. It entails any excavation or deployment outside of the current site of the tower or base station;
7. It would defeat the existing concealment/camouflage elements of the tower or base station; or

8. It does not comply with conditions associated with the locality’s prior zoning approval of construction or modification of the tower or base station, unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding “substantial change” thresholds.

15.42.090 ZONING DISTRICTS & LAND USE:

P = Permitted C = Conditional Use Permit R= Restricted N=Not Permitted

Zoning Category	Eligible Facilities	Substantial Changes	DAS & Small Cells	Roof Mounted < 10-feet	Roof Mounted > 10-feet	Utility Support Structure	New Tower IN Public ROW	New Tower NOT in Public ROW
ALL Residential Districts	<u>P</u>	<u>C</u>	<u>P</u>	<u>P₂</u>	<u>N</u>	<u>P₃</u>	<u>N</u>	<u>C₄</u>
Mixed- Use Districts (1)	<u>P</u>	<u>C</u>	<u>P</u>	<u>P</u>	<u>C</u>	<u>P₃</u>	<u>N</u>	<u>N</u>
ALL Commercial Districts	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P₃</u>	<u>N</u>	<u>C</u>
Research/Business Park	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P₃</u>	<u>N</u>	<u>C</u>
Designated Historic Districts	<u>R₁</u>	<u>R₁</u>	<u>R₁</u>	<u>R₁</u>	<u>R₁</u>	<u>R₁</u>	<u>N</u>	<u>R₁</u>
Industrial	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	<u>N</u>	<u>P</u>

(1) Mixed Use Districts that do not have a residential component

R1 See Section 15.42.100 including exclusions

P2 Stealth design is required

P3 (a) Height not to exceed 75-feet from grade to top of the structure; (b) Review and approval required from utility owner (c) EXCEPTION: Such facilities are not permitted on City or State owned traffic signal poles or devices.

C4 Stealth design required; City owned property only with a public hearing before the City Council

15.42.100 GENERAL REGULATIONS

~~A. Application Required: No person shall build, erect, use or modify a Wireless Telecommunications Facility (hereinafter WCF) upon any parcel of land within any zoning district unless: 1) a complete application to do so has been filed with the planning and development services department, and 2) approval in the form of a WCF permit has been received from the appropriate body, subject to the provisions set out in this chapter. All WCFs are prohibited from interference with city and public safety communication systems and/or area television or radio broadcasts. Applications must be accompanied by the appropriate fee as set by resolution of the city council.~~

~~B. Anchor Restrictions: Guywires may only be used to anchor an antenna, antenna array, or support structure to an existing building to which the antenna, antenna array, or support structure is attached.~~

~~C. Freestanding Facilities (Type 3) Restricted: In residential zoning districts freestanding WCFs, including towers, are prohibited. Freestanding WCFs are also prohibited within one hundred fifty feet (150') of any residentially zoned parcel, regardless of the underlying zoning district on which the WCF might be located. WCFs attached to utility poles or facade attached to nonresidential buildings are allowed by administrative staff permit subject to application procedures set out in this chapter and a twenty one (21) day notice and comment period requirement, and subject to the standards set out in this chapter, including those set out in section 15.42.180 of this chapter.~~

~~A. Special Permit Conditional Use Permit: In nonresidential zones tower A Conditional Use Permit is required for any new tower WCFs are permitted by means of an approved special WCF Conditional Use Permit regardless of the underlying zoning. Other WCFs are permitted subject to the provisions of this chapter.~~

~~A. Certificate of Appropriateness: Applications submitted for a WCF permit within nationally recognized historic district or within the 250 of the boundary of a historic district, must be reviewed by the Pocatello Historic Preservation Commission accompanied by a Certificate of Appropriateness which is provided to the State Historic Preservation Office, from the appropriate review board or commission of the city.~~

EXCLUSIONS:

(1) There is an exclusion from FCC National Historic Preservation Act (NHPC) review for collocations on existing utility structures including utility poles and electric transmission towers. Note: This exclusion only applies where the deployment meets specified size limitations and involves no new ground disturbance;

(2) The exclusion only applies to collocations on utility structures where historic preservation review is currently required under existing rules solely because the structures are more than 45 years old.

(3) Collocations on buildings and other non-tower structures exclusions permitted with following conditions:

a. There must be an existing antenna on the building or structure;

b. One of several criteria to mitigate antenna visibility must be satisfied;

c. The new antenna must comply with all zoning conditions and historic preservation conditions applicable to existing antennas in the same vicinity that directly mitigate or prevent adverse visual effects, such as camouflage requirements; and

d. The deployment must involve no new ground disturbance.

~~B. All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the WCFs governed by this chapter shall bring said WCFs into compliance with the revised standards and regulations within six (6) months of the effective date of the revised standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring WCFs into compliance with such revised standards and regulations shall constitute grounds for the removal of the WCF at the owner's expense upon fifteen (15) days' written notice via normal first class mail. (Ord. 2662, 2001). Compliance with the Spectrum Act (Section 6409(a) enacted as part of the Middle Class Tax Relief and Job Creation Act of 2012, shall be adhered to.~~

~~C. Only one WCF shall be permitted on any one utility pole. The antenna shall be either fully concealed within the utility pole or camouflaged to appear to be an integral part of the utility pole. An antenna not flush mounted on the side of the utility pole shall be centered on the top of the utility pole to which it is attached and utilize stealth design.~~

~~F. Exceptions:~~

~~1. The city council may approve a lease agreement or right of way use permit which allows a tower to be placed on city owned property in any zoning district within the city limits, without special WCF~~

permit procedures being required, after a public hearing on the matter, if the council deems it to be in the best interests of the city.

2. The planning and zoning commission may approve an application for a tower in a residential zone with a special WCF permit upon a satisfactory showing that applicant's coverage requirements necessitate location within that zone, and that the WCF can meet or exceed standards set out in this chapter. "Satisfactory showing" shall include certification from a qualified engineer as to the coverage requirements and insufficiency of other zoning districts to provide the same, and that a tower facility, rather than another WCF support system, is necessary. The applicant shall be responsible for all costs for professional services to provide information deemed necessary by the commission in order to reach its decision. Appeal from the decision may be made to the city council, provided the request is submitted, in writing, to the city clerk within ten (10) days following the issuance of the decision. (Ord. 2846 § 4, 2008; Ord. 2662, 2001)

15.42.050: SITING AND FACILITY PRIORITIES

A. Based on potential aesthetic impact and subject to other restrictions set out in this chapter, the order of preference for approval of facility type is as follows: roof attached, facade attached, utility pole attached, and freestanding tower.

B. WCFs shall be located in the following priority order:

1. Collocation on an existing tower, structure or building. The applicant shall have the burden of proving that there are no feasible existing structures upon which to collocate as described below.
2. On city owned property.
3. In areas where the existing topography, vegetation, buildings, and other structures provide the greatest amount of screening.
4. On other nonresidential buildings or vacant nonresidentially zoned land.
5. In residential districts (nontower facilities only) subject to restrictions in this chapter. (Ord. 2662, 2001)

15.42.060: COLLOCATION REQUIRED:

A. No new tower shall be permitted unless the tower is designed and built to be able to support another carrier's WCF comparable in weight, size, and surface area to the telecommunications facilities installed on said tower by the applicant. No new tower shall be permitted unless the applicant provides evidence of the failure of applicant's good faith effort to install or collocate the applicant's telecommunications facilities on city owned towers or usable antenna support structures or on towers located on property leased from the city located within a one-half ($1/2$) mile radius of the proposed tower site, including good faith efforts to negotiate lease rights, to no avail or evidence of the following:

1. Lack of existing towers or structures located within the geographic area required to meet the applicant's engineering requirements;

- ~~2. Insufficiency of design of existing towers or structures to meet applicant's engineering requirements as shown in the master development plan;~~
- ~~3. Insufficiency of existing towers or structures to support the proposed antenna and related equipment;~~
- ~~4. That the applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna; and/or~~
- ~~5. The fees, costs of contractual provisions required by the owner in order to share an existing tower or structure or to adapt an existing tower or structure for share are unreasonable. Costs exceeding new tower development are presumed to be unreasonable.~~

~~B. Collocation requests shall require only an administrative review and staff approval under the terms of the application procedures set out below. (Ord. 2662, 2001)~~

15.42.070: APPLICATIONS:   **NOTE: See 15.42.050 Left generic not as detailed as this section.**

~~A. Applications shall be submitted to the city's planning and development services department for review.~~

~~1. Nonresidential Districts: For permits requested in nonresidential districts for WCFs collocating on an existing structure, for WCFs attached to utility poles, or for WCFs whose installation on utility poles requires replacement of existing poles with poles no taller than seventy five feet (75'), the department is hereby authorized to issue an administrative permit upon its review and approval of an application submitted as set forth herein.~~

~~2. Residential Districts: For permits requested in residential districts for facade attached WCFs or other permitted WCFs, in addition to the application and supporting documentation required herein, the applicant shall provide the department with mailing labels for owners of real property within a three hundred foot (300') radius of the proposed WCF location. The department shall mail notices to said property owners informing them of the application, the proposed permit issuance date, and their right to submit written comments or protests regarding the application, provided that said comments are submitted within twenty one (21) days of the date of said notice. For protests to be considered, there must be an allegation of facts, which, if accurate, show that the WCF will not or cannot substantially comply with the standards set out in this chapter, including the special WCF permit standards.~~

~~a. If no written protests are received before the proposed issuance date, the department may issue the permit, subject to the provisions of this chapter.~~

~~b. In the event the department approves a permit, if timely written protests have been received, the owners who submitted written protests shall be given written notice of the approval and their opportunity to appeal in writing to the department, within ten (10) days of the date of the notice. If an appeal is filed, the department shall notify the applicant of the appeal, set a date before the planning and zoning commission for its consideration and notify the applicant, any party having submitted comments, and the property owners described above, of the date, time, and place of the hearing. The department shall prepare a staff report and forward the written comments and protests and all information it gathers to the commission, along with the original application for consideration of the commission. The commission shall conduct the hearing, analyze information, and issue written findings and a decision regarding issuance of the permit. The commission may apply conditions~~

which it deems necessary to protect the health, safety, and welfare of the citizens of the city in the event it decides to issue or uphold the issuance of the permit. Any aggrieved party who appeared in person or in writing before the department or the commission may file a written appeal with the city clerk within ten (10) days of the decision for hearing before the city council at the next available regular city council meeting. The city council shall review the record of the hearing below and the written appeal and may accept, reject, or modify the decision. The city council may apply conditions which it deems necessary to protect the health, safety, and welfare of the citizens of the city in the event it decides to issue or uphold the issuance of the permit.

B. Applications for Type 2 & Type 3 must contain the following information:

1. Name, address, and telephone number of the applicant, any coapplicants, and any authorized agents for the applicant and/or coapplicants. Written authorization bearing original signature(s) of the applicant and/or coapplicants shall be provided for any agent representing the applicant/coapplicants in this process. The applicant or coapplicant must be a licensed carrier and provide proof thereof with the application. The application must contain original signatures of the applicant and all coapplicants.
2. A complete legal description of the subject property.
3. A site plan drawn to a scale of no less than one inch equals twenty feet (1" = 20') specifying the following, provided that the city may waive any or all of the following for WCFs attached to existing structures:
 - a. Location, type, and height of the proposed WCF, including setback measurements.
 - b. On site structures, land uses, and zoning.
 - c. Circulation information including adjacent roadways, ingress and egress from the roadways, parking, pedestrian circulation and access.
 - d. Fences, signs, exterior lighting and storm drainage.
 - e. Property lines with dimensions, adjacent land uses, structures and zoning.
 - f. Information demonstrating compliance with the standards of this chapter.
 - g. Existing watercourses, utility lines, easements, deed restrictions, and any built or natural features restricting the use of the subject property.
 - h. North arrow, scale, and legend.
4. A landscaping plan (unless the WCF is to be attached to an existing building and all equipment is located within or on the building) drawn to the same scale as the site plan, clearly depicting all existing landscaping/vegetation and whether it will be removed or retained; all proposed landscaping complete with size, location and species of vegetation; specific depiction and notation of any features necessary to comply with the screening standards of this chapter.
5. Elevation drawing of before and after photographs/drawings simulating and specifying the location and height of the antennas, support structures, equipment enclosure(s) and other accessory uses, fences and signs.

6. Elevations of proposed aboveground equipment enclosures.
7. A planning coverage map and/or maps on which are marked the service area of the facility for which application is being made and all applicant's WCF sites operating within the city limits and in the area of city impact as defined in the Idaho Code. The map shall be drawn to a scale of no less than one inch equals five hundred feet (1" = 500').
8. Photosimulations of the proposed WCF from affected residential properties and public rights of way.
9. All information set out in the collocation requirement section of this chapter related to efforts at collocating facilities and all documentation necessary to show good faith efforts to comply with the siting and facility priority section of this chapter.
10. A description of the support structure or building upon which the WCF is proposed to be located, and the technical reasons for the design and configuration of the WCF.
11. A signed statement by the applicant certifying that any proposed tower can accommodate collocation of additional antennas and that the applicant shall enter into agreements for collocation with other providers.
12. A signed statement that the applicant agrees to remove the WCF and equipment within ninety (90) days after the site's use is discontinued; and that the WCF shall be designed and erected so as to comply with all EIA standards and applicable federal, state, and city laws and regulations, including FAA regulations.
13. Certification that usage of the WCF will not interfere with other adjacent or neighboring transmission or reception functions.
14. Proof that the applicant is licensed with the FCC.
15. A completed right of way use permit application if the WCF is to be located within a public right of way if not on an existing utility pole.
16. The applicant must attach a copy of correspondence from the owner of the land and/or building on which the WCF is to be located, acknowledging the owner's approval of the use of the property for a WCF, the applicant's ability to enter into leases with other providers for collocation, and specifying the party responsible for removal of the WCF and attendant equipment within ninety (90) days of discontinuance of its use. (Ord. 2846 § 4, 2008; Ord. 2662, 2001)

15.42.080: HEIGHT STANDARDS:

- A. A roof attached WCF shall not exceed ten feet (10') above the highest portion of the roof membrane. The antenna and support system for whip antennas shall not exceed ten feet (10') above the highest portion of that roof, including parapet walls.
- B. A facade attached WCF shall not extend higher than ten feet (10') above the facade to which it is attached.

C. A utility pole attached WCF may extend fifteen feet (15') above the height of the existing utility pole; provided, however, that the maximum height from grade to top of the entire structure may not exceed seventy five feet (75').

D. Towers are exempt from the maximum height restrictions of the districts where located. Tower height shall be measured from grade and shall include the tower structure itself, the base pad, and any other telecommunications facilities attached thereto which extend more than twenty feet (20') over the top of the tower structure itself. Tower height shall be set as a condition of the special WCF permit. (Ord. 2662, 2001)

15.42.090: SETBACK STANDARDS:

No freestanding WCFs or equipment enclosures shall be located between the face of a structure and a public street, bikeway, park, or residential development, except for approved facade attached WCFs. In addition to the foregoing prohibition and the setback standards established for individual zoning districts, the following regulations shall apply:

A. Utility pole attached WCF: None.

B. Facade attached WCF: Maximum projection shall be eighteen inches (18").

C. Roof attached WCF: The setback from the edge of the building shall be equal to the height of the antenna and support system as measured from the roof membrane.

D. Tower:

1. All towers up to one hundred feet (100') in height shall be set back on all sides a distance equal to the underlying setback requirement in the applicable zoning district.
2. Towers in excess of one hundred feet (100') in height shall be set back one additional foot per each foot of tower height in excess of one hundred feet (100'). Setback requirements may be modified, as provided herein in "criteria for site plan development modifications", so that a tower can be placed so as to reduce its visual impact, e.g., adjacent to trees which may partially hide the tower.
3. Towers shall be separated from all residentially zoned lands by a minimum of two hundred feet (200') or one hundred ninety five percent (195%) of the height of the proposed tower, whichever is greater.

E. Equipment enclosures: In accordance with the underlying zoning district. (Ord. 2662, 2001)

15.42.100: ENVIRONMENTAL STANDARDS:

A. WCFs shall be prohibited in wetlands, and may be prohibited in wetland buffer areas to minimize disturbance to the buffer areas.

B. No hazardous waste shall be discharged on the site of any WCF. If any hazardous materials are to be used on site, there shall be provisions for full containment of such materials. An enclosed containment area shall be provided with a sealed floor, designed to contain at least one hundred ten percent (110%) of the volume of the hazardous materials stored or used on site.

C. Stormwater runoff shall be contained on site. Drainage plans and calculations must be submitted and approved.

D. Applicants locating WCFs within any floodplain shall comply with any additional placement standards required by the regulations for that area. (Ord. 2662, 2001)

15.42.110: LIGHTING AND SIGNAGE STANDARDS:

A. Facility lighting shall be designed so as to meet but not exceed minimum requirements for security, safety or FAA regulations. Lighting of antennas or support structures shall be prohibited unless required by the FAA. All lighting shall be designed so as to avoid glare and minimize illumination on adjacent properties and shall comply with all city regulations.

B. Signs shall be limited to those needed to identify the telephone number(s) to contact in an emergency, public safety warnings, certifications or other required seals. These signs shall also comply with the requirements of the city's sign code regulations. (Ord. 2662, 2001)

15.42.120: PARKING:

If the WCF is nonautomated, sufficient off street parking must be provided to accommodate the maximum number of employees on site at any one time. (Ord. 2662, 2001)

15.42.130: ACCESS:

In addition to ingress and egress requirements of the uniform building code, ANSI, and such others as may be adopted by the city, access to and from WCFs and equipment shall be regulated as follows:

A. No WCF or equipment shall be located in any required parking, maneuvering or vehicle/pedestrian circulation area such that it interferes with, or in any way impairs, the intent or functionality of the original design.

B. The WCF shall be secured from access by the general public but access for emergency services must be ensured. (Ord. 2662, 2001)

15.42.100: WCF; FACADE ATTACHED AND UTILITY POLE ATTACHED STANDARDS:

A. Facade Attached WCFs: Equipment enclosures shall be attached to the facade or roof of the support structure or placed or located underground if site conditions permit. Otherwise, equipment enclosures shall comply with applicable design standards set out below.

B. Utility Pole Attached WCF:

1. Attachment: Only one WCF shall be permitted on any one utility pole. The antenna shall be equal to or less than six feet (6') in height, including the support system, if any. Surface area of an antenna shall not exceed five hundred eighty (580) square inches. The antenna shall be either fully concealed within the utility pole or camouflaged to appear to be an integral part of the utility pole. An

~~antenna not flush mounted on the side of the utility pole shall be centered on the top of the utility pole to which it is attached and utilize stealth design.~~

- ~~2. Utility Separation: In the event that a utility located upon the utility pole requires vertical separation between its utility facilities and the antenna so attached, the antenna may be raised by a support system or pole change out to accommodate the separation requirement to an elevation not exceeding an additional fifteen feet (15') or the required separation, whichever is less. Any such support shall not be greater in diameter than the existing utility pole and shall be designed to blend into the colors and textures of the existing utility pole.~~
- ~~3. Equipment Enclosures: No equipment enclosure may exceed six (6) cubic feet in volume. An underground equipment enclosure may be connected to an aboveground enclosure for a combined total volume of no greater than twelve (12) cubic feet. No single dimension of any aboveground equipment enclosure shall exceed three feet (3') and the structure shall be situated so as to minimize its visual impact, including screening with evergreen landscaping.~~
- ~~4. Utility Relocation: In the event utilities located on a utility pole are relocated underground, the WCF shall be relocated underground or to another location pursuant to the requirements of this chapter. (Ord. 2662, 2001)~~

~~15.42.150: SPECIAL USE WCF PERMIT:~~

~~The planning and zoning commission may approve a special use WCF permit, after public hearing, upon a satisfactory showing that the proposal has met the standards and conditions set out in this chapter. The commission may establish conditions as it deems necessary to preserve the health, safety, and welfare of the public. Any substantial or significant change or addition to a special permit shall require a new permit application. (Ord. 2846 § 4, 2008; Ord. 2662, 2001)~~

~~15.42.100: SPECIAL USE WCF PERMIT CONDITIONAL USE PERMIT PROCEDURES:~~

~~Conditional Use Permit procedures shall be followed as outlined under Municipal Code Title 17.~~

~~15.42.110: SPECIAL USE WCF CONDITIONAL USE PERMIT STANDARDS:~~

- ~~A. **Application:** A CUP application shall be filed with the Planning & Development Services Department and include all fees outlined on the application.~~
- ~~B. **Burden of Proof:** The burden of proof that the proposed conditional use complies with all criteria as listed below. The applicant must their case with substantial and competent evidence.~~
- ~~C. **Criteria for Review:** The hearing body Planning & Zoning Commission 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. Is conditionally permitted within the subject land use district and complies with all of the applicable provisions of this code unless modified through the CUP process;
2. Is consistent with the goals and policies of the comprehensive plan of the city;
3. Conditions may be placed that resulting in the use being more compatible with existing and permitted land uses within the general area;
4. Could be adequately served by public facilities and services such as thoroughfares, transportation facilities, police and fire protection, drainage, refuse disposal, water/sewer and schools, to ensure that the proposed use would not be detrimental to public health, safety, and welfare;
5. Would not adversely affect the environment to a greater degree than had a use permitted outright by the ordinance been established;
6. Would not be detrimental to the public interests, health, safety, or welfare of the city in its proposed location, size, design, and operating characteristics.

E. Authority to Grant: The hearing body may approve, approve with conditions, or deny an application for a conditional use permit. The hearing body may impose any conditions necessary to accomplish the following:

1. The following items may be considered as part of an approved Conditional Use Permit to help minimize potential adverse impacts on other developments and surrounding land use through the following:
 - a. Increased landscaping;
 - b. Screening & buffering;
 - c. Use of materials;
 - d. Colors to blend in with the use surroundings;
 - e. Concealment requirements;
 - f. Increased setbacks beyond that required in the underlying zoning;
 - g. Engineering reports including those consisting of noise, smoke, odor, vibration, or illumination;
 - h. Increased requirements for lighting and associated shielding;
 - i. Geological and environmental reports as needed

2. Control the sequence and timing of development;

3. Control the duration of the construction period;

4. Require mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction;

5. Require that studies addressing demographic, economic, fiscal, traffic, engineering, geologic, and environmental concerns be conducted prior to granting approval;

~~10. Screening as deemed necessary~~

~~A. The WCF should not create an unreasonable hardship upon surrounding property owners.~~

- B. The WCF should not unduly disrupt pedestrian, vehicular, or air travel.
- C. The WCF should not adversely affect public utilities, public parks or the natural environment to a greater degree than uses permitted outright in the zoning district.
- D. The placement of the WCF should be consistent with the purposes set forth in this chapter.
- E. The WCF should be designed to be compatible in appearance and layout with adjacent uses.
- F. The WCF should be designed so as to minimize any adverse effects on adjoining land. (Ord. 2662, 2001)

~~15.42.180: SPECIAL USE WCFs; TOWER DESIGN STANDARDS:~~

- A. Hazard Assessment: Applicant must supply written, technical evidence from a qualified engineer(s) acceptable to the city fire department and the city building official that the proposed site of the tower or telecommunications facilities does not pose a risk of explosion, fire, or other danger to life or property due to its proximity to volatile, flammable, explosive, or hazardous materials such as LP gas, propane, gasoline, natural gas, or corrosive or other dangerous chemicals.
- B. Setbacks: Setback requirements for a tower shall be measured from the base of the tower to the property line of the parcel of land on which it is located. Setback requirements may be modified so that a tower can be placed so as to reduce its visual impact, e.g., adjacent to trees which may partially hide the tower.
- C. Structural Requirements: All towers must be designed and certified by an engineer to be structurally sound and, at minimum, be in conformance with the uniform building code and any other standards outlined in this chapter. All towers in operation shall be affixed to land.
- D. Separation Or Buffer Requirements: For the purpose of this section, the separation distances between towers shall be measured by drawing or following a straight line between the base of the existing or approved structure and the proposed base, pursuant to a site plan of the proposed tower, drawn to scale. Tower separation distances from residentially zoned lands shall be measured from the base of a tower to the closest point of residentially zoned property. The minimum tower separation distances from residentially zoned land and from other towers shall be calculated and applied irrespective of city jurisdictional boundaries.
 1. Towers shall be separated from all residentially zoned lands by a minimum of one hundred fifty feet (150') or a distance equal to one hundred percent (100%) of the height of the proposed tower, whichever is greater.
 2. Proposed towers must meet the following minimum separation requirements from existing towers or towers which have a development permit but are not yet constructed at the time a development permit is granted pursuant to this code:
 - a. Monopole tower structures shall be separated from all other towers, whether monopole, self-supporting lattice, or guyed, by a minimum of three hundred feet (300').

- ~~b. Self-supporting lattice or guyed tower structures shall be separated from all other self-supporting or guyed towers by a minimum of nine hundred feet (900').~~
- ~~c. Self-supporting lattice or guyed tower structures shall be separated from all monopole towers by a minimum of three hundred feet (300').~~
- ~~E. Illumination: Towers shall not be artificially lighted except as required by the federal aviation administration (FAA).~~
- ~~F. Exterior Finish: Towers not requiring FAA painting or marking shall have an exterior finish which enhances compatibility with adjacent land uses, as approved by the planning and zoning commission.~~
- ~~G. Landscaping: All landscaping on a parcel of land containing towers, antenna support structures, or telecommunications facilities shall be in accordance with the applicable landscaping requirements in the zoning district where the tower, antenna support structure, or telecommunications facilities are located. The city may require landscaping in excess of the requirements in this code in order to enhance compatibility with adjacent land uses.~~
- ~~H. Access: All Pocatello fire department and uniform fire code standards regarding emergency vehicle access must be complied with, unless waived by the city.~~
- ~~I. Stealth Design: All towers not located in an industrial zoning district shall be of stealth design unless an exception is granted by the city council. (Ord. 2846 § 4, 2008; Ord. 2662, 2004)~~

~~15.42.190: COMPLIANCE WITH FEDERAL REGULATIONS:~~  

NOTE: This section moved to General Regulations

~~All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the WCFs governed by this chapter shall bring said WCFs into compliance with the revised standards and regulations within six (6) months of the effective date of the revised standards and regulations, unless a more stringent compliance schedule is mandated by the controlling federal agency. Failure to bring WCFs into compliance with such revised standards and regulations shall constitute grounds for the removal of the WCF at the owner's expense upon fifteen (15) days' written notice via normal first class mail. (Ord. 2662, 2004). Compliance with the Spectrum Act (Section 6409(a) enacted as part of the Middle Class Tax Relief and Job Creation Act of 2012, shall be adhered to.~~

15.42.120: EXEMPT FACILITIES:

The following are exempt from this chapter:

- A. FCC licensed amateur (ham) radio facilities;
- B. Satellite earth stations, dishes and/or antennas used for private television reception not exceeding one (1) meter in diameter;
- C. A government owned WCF installed upon the declaration of a state of emergency by federal, state or local government, or by Resolution of public necessity by the City Council. Such facility shall comply with all federal and state requirements. The WCF shall

be exempt from the provisions of this chapter for up to one (1) week after the duration of the state of emergency;

- D. A temporary, commercial WCF installed for providing coverage of a special event such as news coverage of sporting event. The WCF shall be exempt from the provisions of this chapter for up to one (1) week before and after the duration of the special event;
- E. Eligible Facilities Requests as defined under the Spectrum Act.

15.42.130: MAINTENANCE:

- A. Each permittee shall maintain its WCF in a good and safe condition, preserving the original appearance and concealment, disguise or screening elements incorporated into the design at the time of approval and in a manner which complies with all applicable federal, state, and local requirements. Such maintenance shall include, but not be limited to, such items as painting, repair of equipment, and maintenance of landscaping. If the permittee fails to maintain the facility, the city may undertake the maintenance at the expense of the permittee or terminate the permit, and remove the WCF at owner's expense, at its sole option upon fifteen (15) days' written notice via normal first class mail.
- B. Tower owners shall at all times employ ordinary and reasonable care and shall install and maintain in use nothing less than commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Tower owners shall install and maintain towers, telecommunications facilities, wires, cables, fixtures, and other equipment in substantial compliance with the requirements of the national electrical safety code and all FCC, state, and local regulations, and in such manner that will not interfere with the use of other property. All towers, telecommunications facilities, and antenna support structures shall at all times be kept and maintained in good condition, order, and repair so that the same shall not menace or endanger the life or property of any person. All maintenance or construction of towers, telecommunications facilities, or antenna support structures shall be performed by city and state licensed maintenance and construction personnel. All tower owners shall maintain the towers in compliance with current RF emission standards of the FCC.

If, upon inspection, the city concludes that the tower fails to comply with such codes or standards and constitutes a danger to person or property, then upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring the tower into compliance with such standards. Failure to bring such tower into compliance within said thirty (30) days constitutes grounds for the removal of the tower at the owner's expense upon fifteen (15) days' written notice via normal first class mail.

In the event that the use of a tower is discontinued by the tower owner, the tower owner shall provide written notice to the city of its intent to discontinue use and the date when the use shall be discontinued and the tower removed from the premises. (Ord. 2662, 2001)

15.42.140: MODIFICATIONS:

- A. Permit: A new permit must be obtained prior to any proposed change or addition to any WCF, provided that routine maintenance or replacement of any portion of the WCF with identical equipment in conformance with this chapter shall not require application for a new permit.

B. Existing Uses: All WCFs existing on the date of passage of the ordinance codified herein shall be allowed to continue their operation as they presently exist, subject to the terms of this chapter relating to abandonment or discontinuance of use. Routine maintenance shall be permitted, but construction involving the replacement of support structure apparatus, antennas, or any exterior alteration C. Exception: Emergency service WCFs may obtain a waiver from the city council if required for preserving the public health and safety. Issuance of the waiver shall require a public hearing and a finding on the part of the council that the modifications cannot comply without undue burden on the citizens of the city. (Ord. 2662, 2001)

15.42.150: ABANDONMENT OR DISCONTINUATION OF USE:

- A. Construction or activation of a WCF shall commence within ninety (90) days of approval of the WCF permit or the permit shall be null and void. A ninety (90) day written extension approval may be granted by the planning and development services department due to weather conditions or other extenuating circumstances beyond the control of the applicant as determined by the planning and development services department, after written request by the permittee.
- B. At such time that a licensed carrier plans to abandon or discontinue operation of a WCF, the carrier shall notify the city by first class U.S. mail of the proposed date of abandonment or discontinuation of operations. Such notice shall be given no less than thirty (30) days prior to abandonment or discontinuation of operations. In the event that a licensed carrier fails to give such notice, the WCF shall be considered abandoned, effective the day of discontinuance.
- C. The carrier shall remove the WCF no later than ninety (90) days after the date of abandonment or discontinuation, properly dispose of all waste materials from the site in accordance with local and state solid waste disposal regulations, and restore the location to its before use state, landscaping and grading excepted. Removal shall include, but not be limited to, removal of antennas, support structures, equipment enclosures and security barriers from the subject property.
- D. If a carrier fails to remove a WCF in accordance with this section, the city may cause the facility to be removed and all expenses of removal, disposal, and restoration shall be paid by the owner of the land where the facility is located. (Ord. 2662, 2001)

15.42.160: SEVERABILITY:

If any clause, section, or other part of this chapter shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this chapter shall not be affected thereby, but shall remain in full force and effect. (Ord. 2662, 2001)

15.42.170: REPEALER:

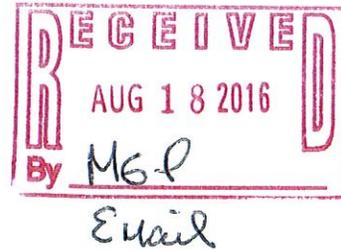
All resolutions, ordinances or parts of ordinances in conflict herewith are hereby repealed. (Ord. 2662, 2001)

SHERMAN & HOWARD

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August 18, 2016



VIA E-MAIL

City Council - City of Pocatello
911 N. 7th Avenue
Pocatello, ID 83201

Re: Code Section 15.42 Wireless Communications Facilities (WCF) Amendments

Dear City Council Members:

Our firm represents Verizon Wireless. Verizon Wireless received the draft of proposed amendments to the City of Pocatello, Code Section 15.42 Wireless Communication Facilities (WCF) Amendments ("Wireless Amendments"). The City of Pocatello invited Verizon Wireless to submit comments regarding the Wireless Amendments. We greatly appreciate the opportunity to provide comments on these proposed amendments and work with the City staff to adopt a code that is fair to the City, its citizen and the wireless industry, and complies with all laws including the rules and regulations of the Federal Communications Commission ("FCC").

First, the proposed Wireless Amendments are well done and substantially comply with the FCC rules and regulations and ensure the code is fair to the City, its citizens and the wireless industry. We greatly appreciate the great drafting and diligence the Planning Staff, including Mr. Lewis and Ms. Neu, put into drafting these proposed Wireless Amendments.

Verizon Wireless writes to address the a few minor changes to the proposed language of the following provision in the Wireless Amendments:

Section 15.42.040(1), p. 5.

This section identifies what facilities qualify for a Type 1 WCF Permit. Verizon Wireless requests that section 1(c) of this section be expanded to include modifications of

transmission equipment. The proposed additional language is underlined: “The replacement or modification of transmission equipment.” Often times, the antennas are being modified in height, which also qualifies as an eligible facilities request so long as they do not exceed 10% of the existing height or 20 feet, whichever is greater.

Section.15.42.050, p. 6

For second row in the Table under “Type of Wireless Facility”, addressing “roof mounted not to exceed 10-feet above the highest portion of the roof”, Verizon Wireless requests the language be modified to state “roof mounted that do not qualify as existing Base Stations not to exceed 10-feet above the highest portion of the roof.” There are existing rooftop facilities that may require modifications, and those modifications can be 10% of the height or 20 feet, whichever is greater under Section 6409. Additionally, there are rooftops that qualify as existing Base Stations because there are existing antennas on the roof, and an application for a new facility on the existing Base Station may qualify as an Eligible Facilities Request under 6409.

Also, in that same second row under “Type of Permit Required”, Verizon Wireless requests “(3) Utility Mounted” be changed to “(3) Public Rights-of-Way Mounted” as there are various types of public rights-of-way that could be used for the mounting of wireless facilities.

Section.15.42.060, p. 7

To be consistent with the request that modifications under Section 6409 be included as part of the Type 1 review, Verizon Wireless requests the following addition in subsection (2):

“(2) Type 1 Processing Time: For Type 1 Modifications or Collocations, the City will act on the WCF application...”

Section.15.42.070, p. 7

Verizon Wireless requests the City revise the title of this section to “MODIFICATIONS OR COLLOCATIONS OF ANTENNAS, DAS AND SMALL CELLS.” Section 6409 is drafted to cover modifications of existing facilities that do not constitute a “substantial change” as defined under Section 6409. Verizon Wireless wants to ensure this is clear in the wireless code to allow for the timely review of applications for 6409 eligible modifications.

Both 15.42.070(A) and C) limited the Type 1 review of applications to those facilities that are not more than 10 feet above the existing structure. However, as you correctly identify in the definition, “substantial change” for an existing tower not located in the public right of way is if the height of the tower is increased by (i) more than ten (10) percent, or (ii) by the height of one additional Antenna array with separation from the nearest existing Antenna not to exceed twenty (20) feet, whichever is greater.” In order to ensure the Code complies with the definitions

set forth in Section 6409, Verizon Wireless proposes the following revisions to the language in these sections:

- (A). To the extent possible not otherwise covered by Section 15.42.040(1), “Eligible Facilities Requests”, collocations ~~and~~ new WCF antenna arrays, DAS and Small Cells are permitted in all zoning districts via administrative approval provided that the antenna array or roof mounted antenna ~~is not more than 10 feet above the structure~~ does not constitute a Substantial Change to an existing Tower or Base Station.

- (C). If any support structure must be constructed to achieve the needed elevation or ~~if the attachment adds more than 10 feet above the existing structure or roof line~~ constitute a Substantial Change to an existing Tower or Base Station, the proposal is subject to a Type 2 review and application. The limitation to ~~10 feet~~ a Substantial Change to an existing Tower or Base Station applies to cumulative increases and any previously approved additions to height made under this section must be included in said measurement.

Section.15.42.070(F), p. 8

Verizon Wireless requests modifying this section on Distributed Antenna Systems and Small Cells to include a section that states as follows: “Distributed Antenna Systems and Small Cells in the Public Rights-of-Way are exempt from zoning and permitting requirements in this Ordinance. The only permit required for Small Cell Networks, DAS and similar networks in the Public Rights-of-Way shall be an encroachment or right-of-way permit that shall be approved by the Public Works Department and/or Building Department.”

Verizon Wireless’ experience with DAS and Small Cells in the public rights-of-way is the public work department oversees the approval process. To only require one department to approve these types of facilities makes the application more streamline.

Section 15.42.090, p. 10

Verizon Wireless requests this table be amended to allow for administrative review of new towers not in the public rights-of-way for all commercial districts and all research/business park districts.

Section 15.42.110, p. 19

Section (E)(1) provides a list of items regarding how an applicant can minimize potential adverse impacts on other developments and surrounding land use. It is unclear based upon this language, whether this list is discretionary or it is a set list of requirements the applicant must meet for conditional use permit approval. Verizon Wireless requests this list be discretionary

and be used as suggested items the applicant can use in minimizing the visual impact. The likelihood of the applicant being able to achieve all of these requirements for one site is a difficult task. Verizon Wireless proposes revising the intro sentence as follows:

“The following items may be considered in determining whether the applicant has minimized potential adverse impacts on other developments and surrounding land use:”

Please do not hesitate to contact me if you have any questions or would like to discuss in further detail. We look forward to working with the Planning Board regarding the approval of the Wireless Amendments. Thank you.

Sincerely,



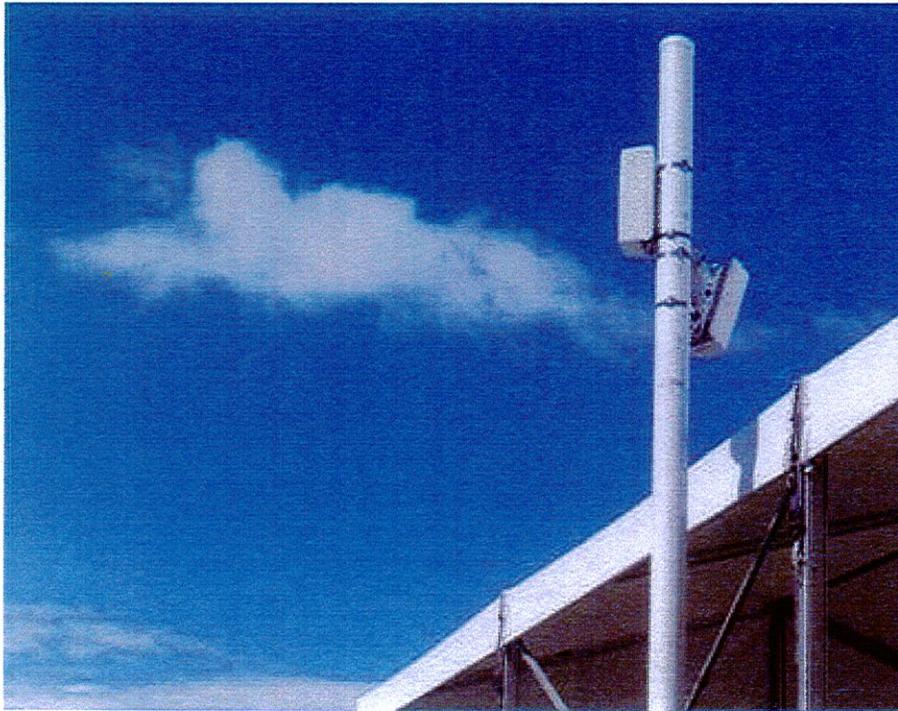
Melissa Kerin Reagan

MKR/bmc

cc: Mr. Matthew G. Lewis
Ms. Terri Neu
Ms. Nia Mathis, Esq.
Ms. Jennifer Sedillo
Mr. Brandon Kiser

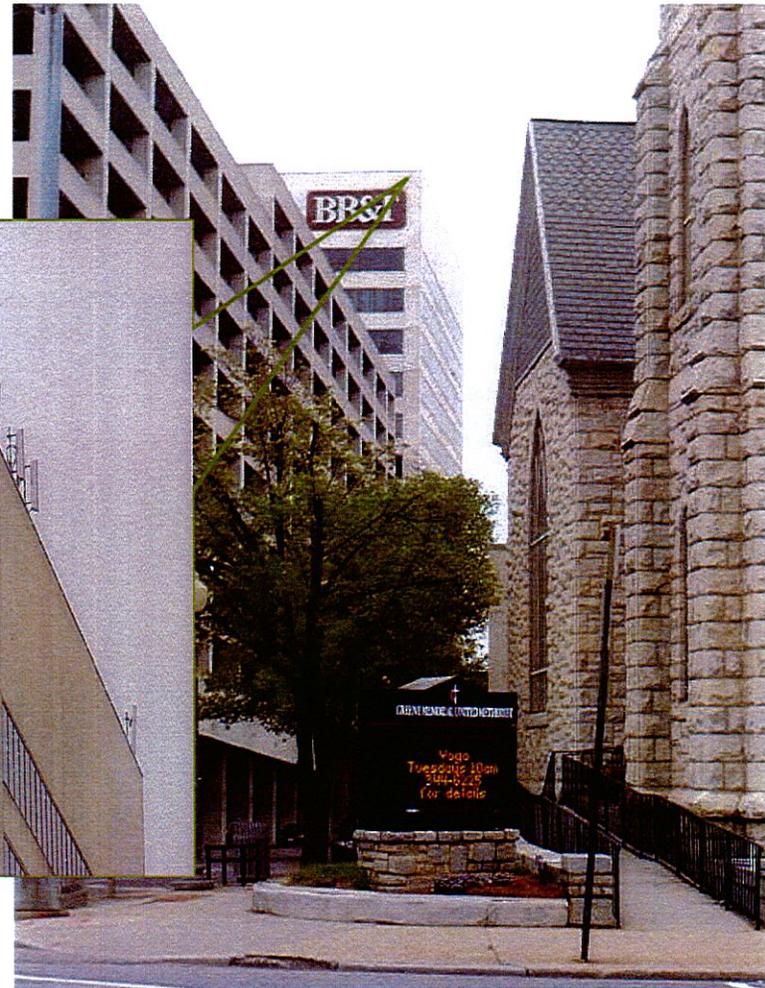
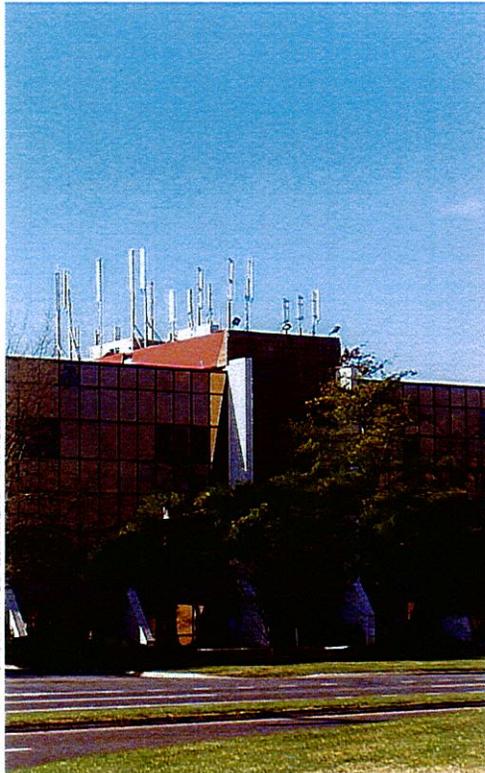
Technology

- Small Cell Systems



Technology

- Macrocell Systems
 - Host support structures
 - Building Mounted



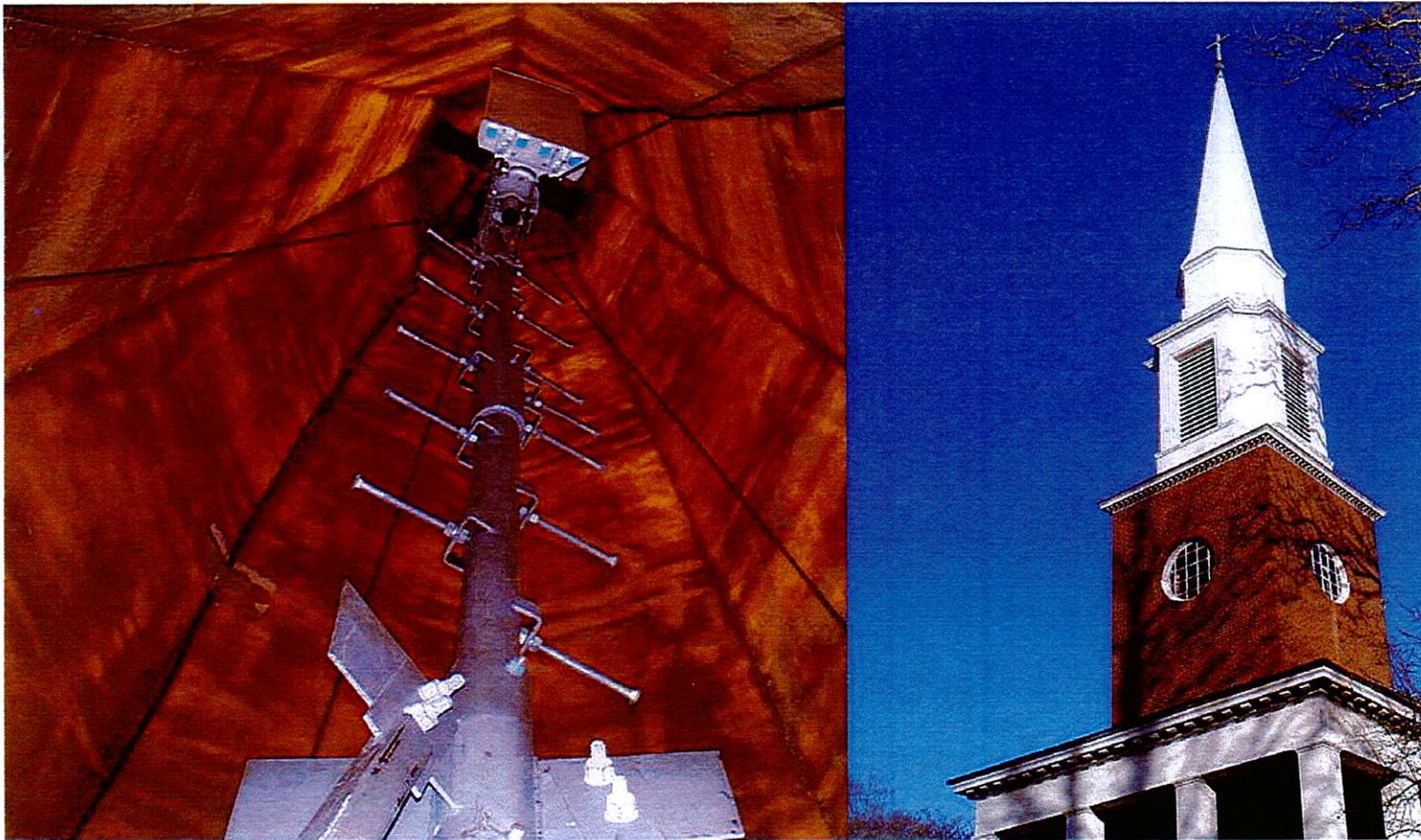
Technology

- Macrocell Systems
 - Freestanding support structures
 - Stealth (Disguise)



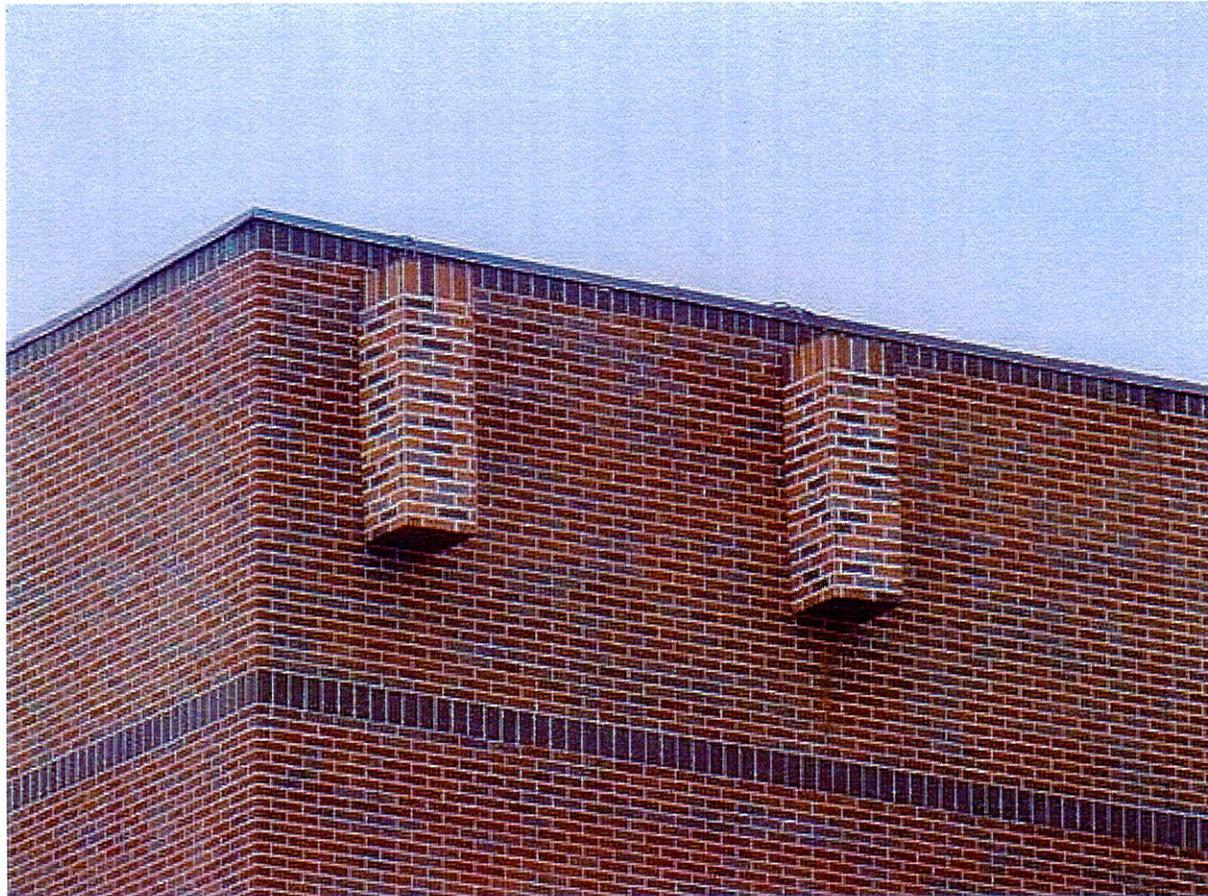
Technology

- Macrocell Systems
 - Host support structures
 - Stealth (Concealment)



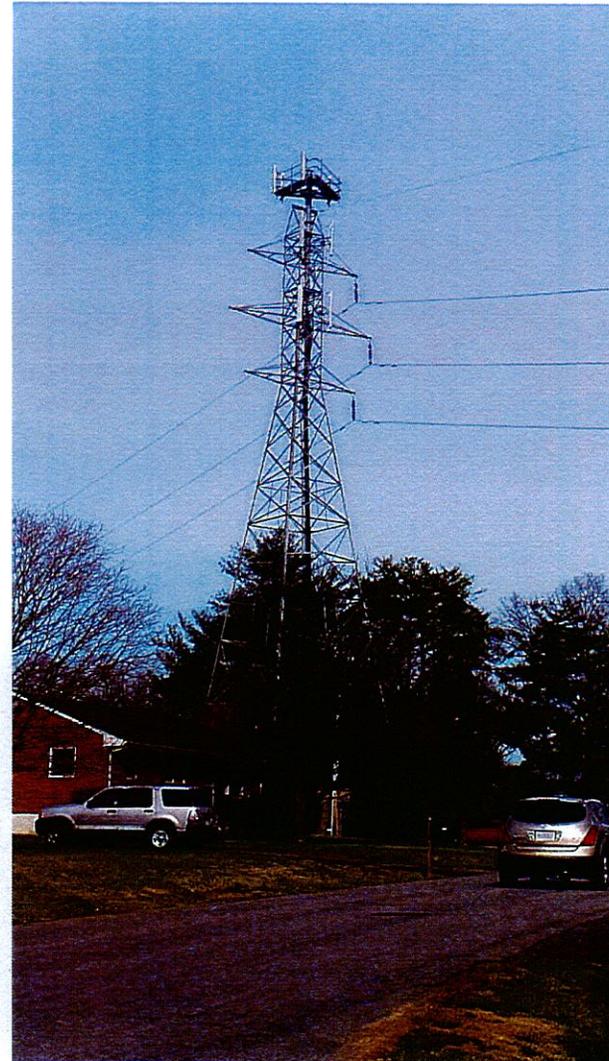
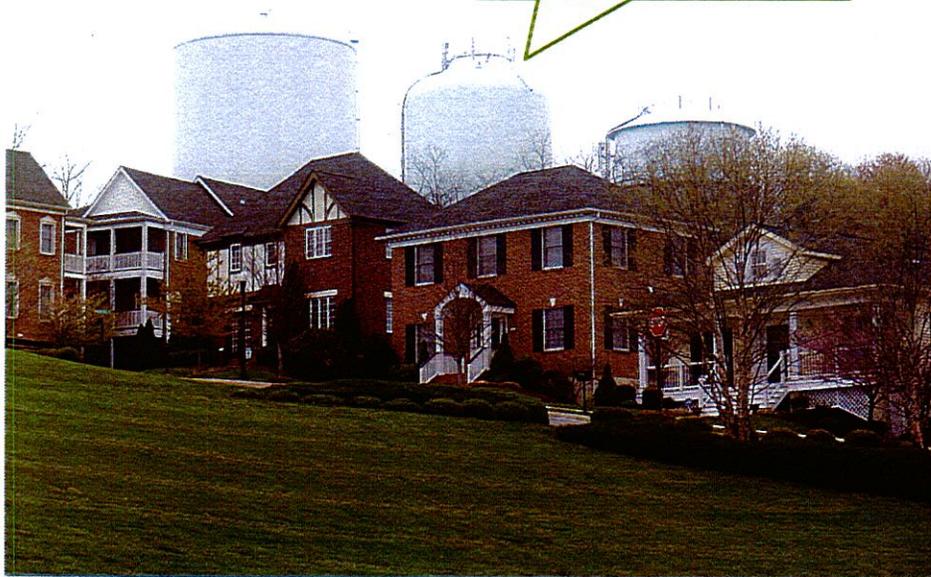
Technology

- Macrocell Systems
 - Host support structures
 - Stealth (Camouflage)



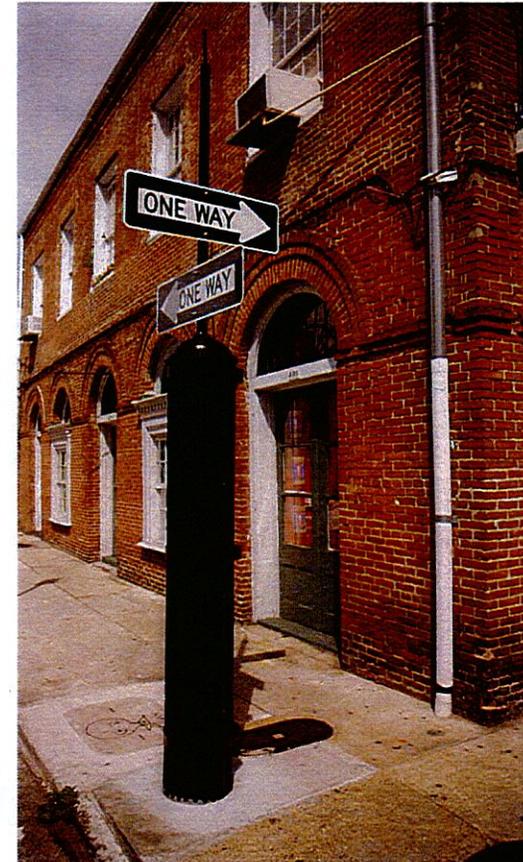
Technology

- Macrocell Systems
 - Host support structures
 - Utility Infrastructure



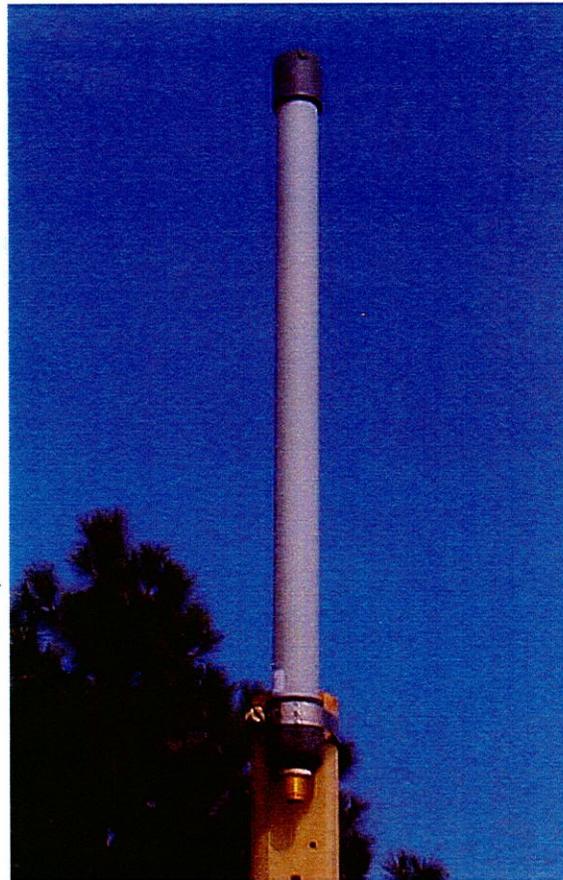
Technology

- Distributed Antenna Systems (DAS)



Technology

- Antennas
 - Omni-Directional Antenna (Whip)

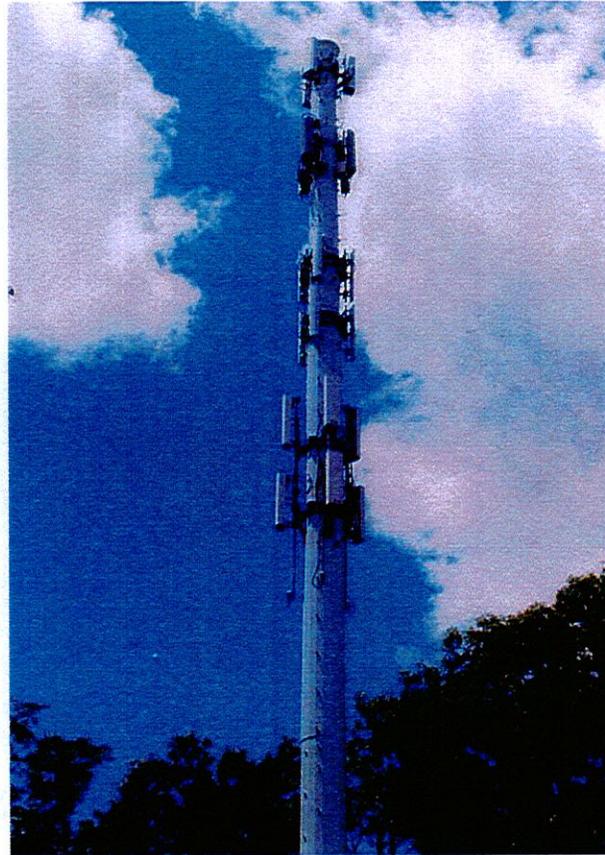


Technology

- Antennas
 - Sector Antenna (Panel)



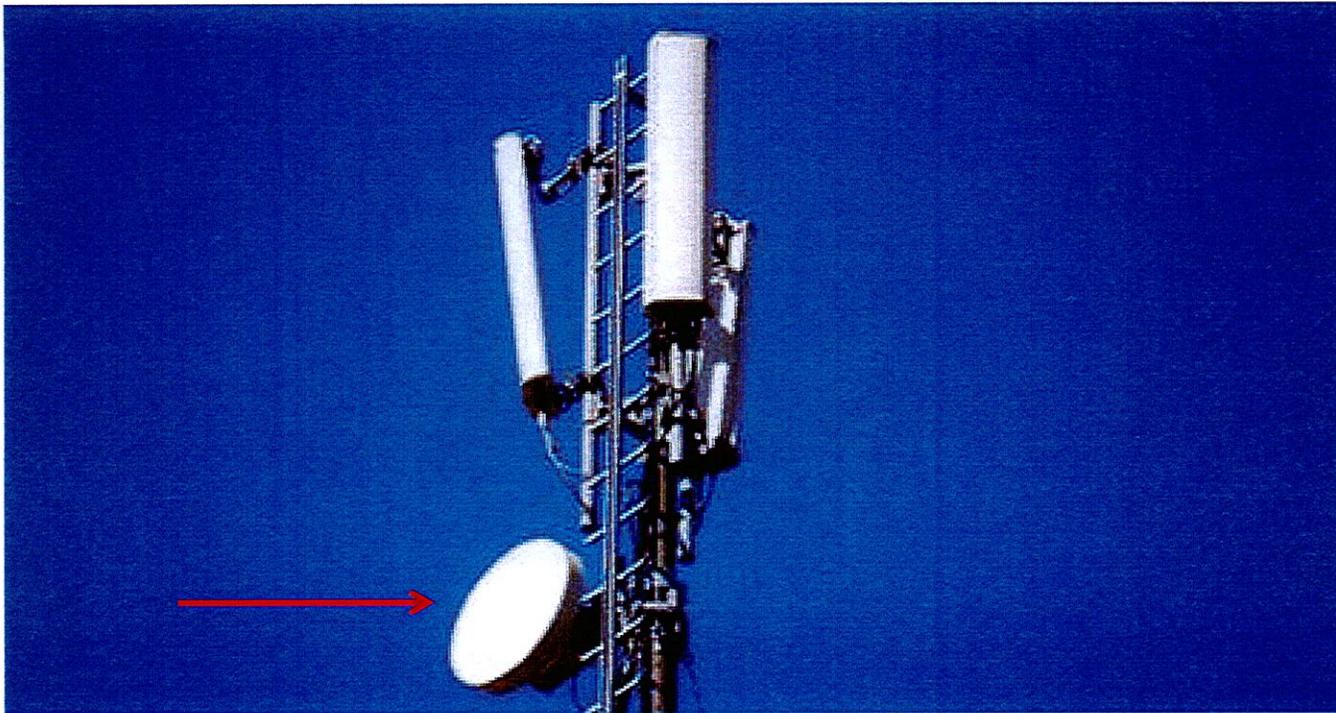
Distributed
Antenna
Array



Flush-
Mounted
Antenna
Array

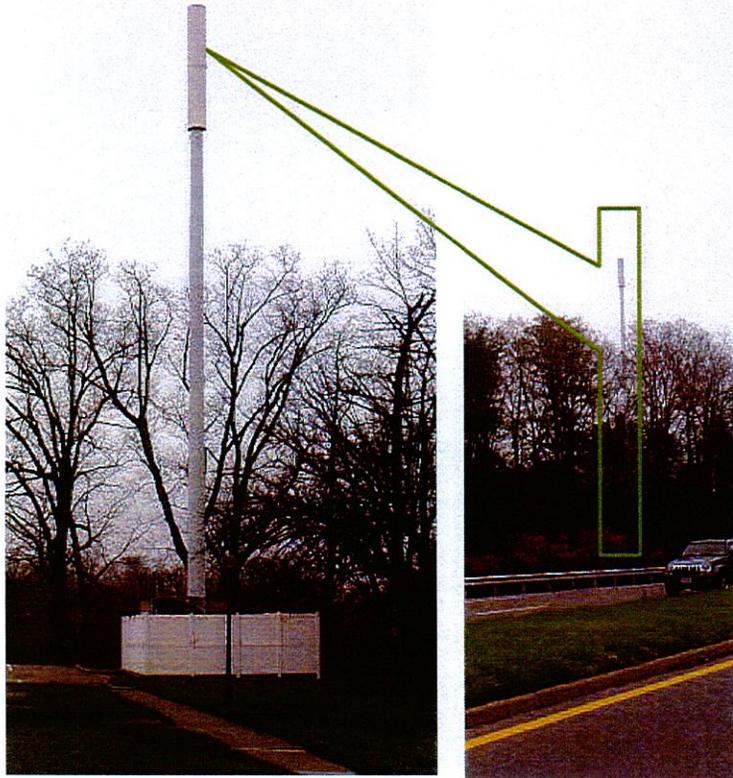
Technology

- Antennas
 - Dish Antenna



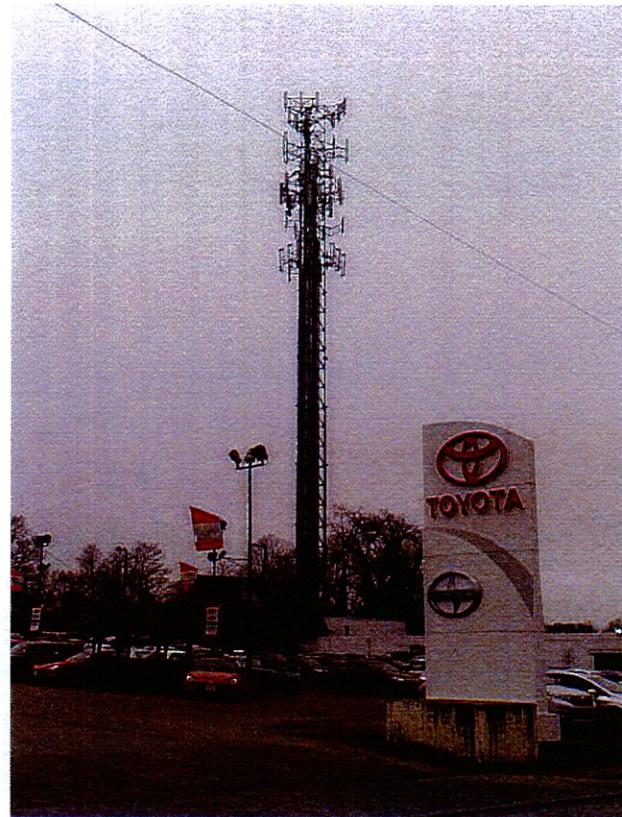
Technology

- Macrocell Systems
 - Freestanding support structures
 - Monopole



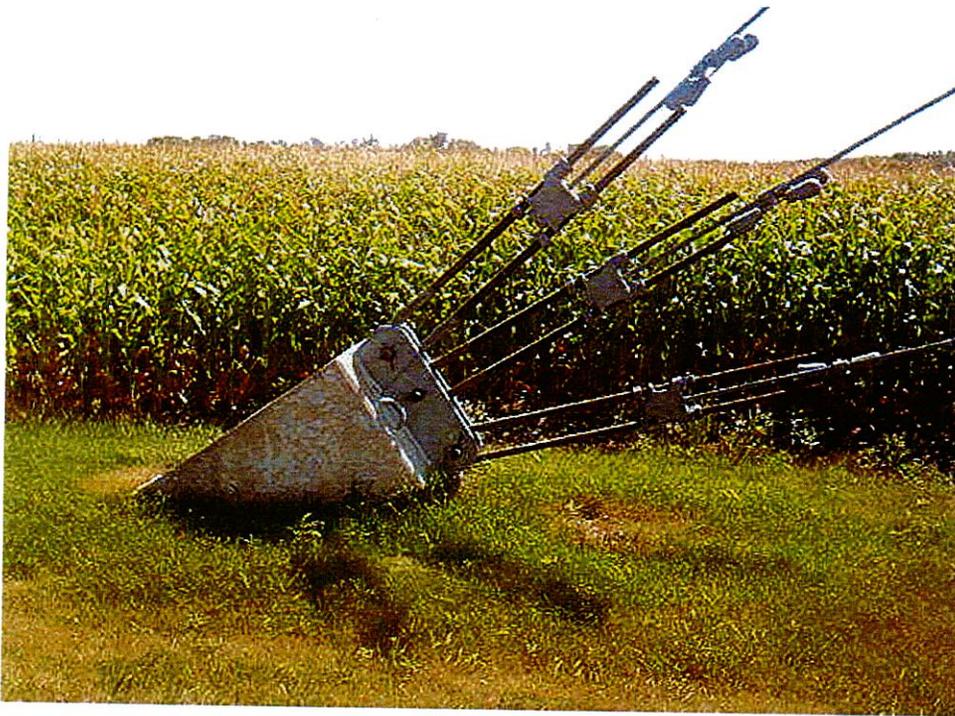
Technology

- Macrocell Systems
 - Freestanding support structures
 - Lattice



Technology

- Macrocell Systems
 - Freestanding support structures
 - Guyed Wire



AGENDA

ITEM

NO. 7

FY2016 Proposed September Budget Amendments



This document provides detailed information on the proposed FY2016 September budget amendments for the City of Pocatello.

A public hearing on the proposed budget amendments will be held at 6:00 pm on Thursday, September 15, 2016 in the Council Chambers at City Hall, 911 North 7th Avenue, Pocatello, Idaho 83201.

The City Council is scheduled to subsequently consider an amendment to the FY2016 Budget Ordinance at the conclusion of the regular meeting of September 15, 2016.

This document is the responsibility of the Chief Financial Officer
Joyce A. Stroschein
Phone: (208) 234-6218
Fax: (208) 239-6977
Email: jstroschein@pocatello.us
View on line at: www.pocatello.us

*MEMORANDUM FOR: Mayor Blad, Council Members & Citizen Stakeholders

FROM: Joyce Stroschein, Chief Financial Officer

SUBJECT: **Proposed FY16 September Budget Amendments**

DATE: September 15, 2016

Draft

This is the proposed document to include in Council packets and provide to the public.

1. **FOR INFORMATION.**

2. **Purpose.** To provide information regarding proposed FY16 September Budget Amendments.

3. **Discussion.**

a. **General.** Every year the city finds it necessary to amend the budget to account for unanticipated grants or other situations. Although the city may have won a grant, the government must still authorize the new expenditures in the budget. The budget amendment process is similar to that of the original budget: publish a public notice twice with the details, hold a public hearing and then adopt an amended budget ordinance. This is the second ordinance amendment that could revise some budgets upwards.

b. **Summary:**

FY 2016 Proposed September Budget Amendments

Ref #	Line #	Description	Fund	Issue	Amount	Source of \$	Notes
1	001-0100-411-32-03	Coffee with Mayor Event	General	Received sponsor revenue to facilitate Coffee with the Mayor monthly event	\$ 347.00	Sponsor revenues	Local businesses sponsored Coffee with the Mayor events to provide outreach to citizens
2	003-2001-520-95-03	Transfer monies to fund 070 to prepare for Hawthorne Quinn ITD project.	Street	Received excess Bannock County Road and Bridge revenues and will prepare for FY18 ITD project	\$ 150,000.00	Bannock County Road and Bridge Revenues	Transfer the monies to fund 070 for placement of half the match monies needed in FY 2018 for the Hawthorne Quinn Project
3	004-1307-500-82-02	Replace Domestic Hot Water System at CRC	Recreation	Received insurance funds to replace hot water system at CRC	\$ 44,894.00	ICRMP claim covered expenses	Use insurance claim funds to replace domestic hot water system at CRC
4	009-2401-471-10-03	Part time wages covered by grant monies and available match received from City of Chubbuck	Transit	Delayed execution of reducing fixed route service	\$ 20,000.00	Grant Monies	Received additional grant monies for part time wages related to the delay in reducing fixed route service
5	017-1700-520-95-03	Transfer monies for additional match requirement in Fund 070 for MLK ITD project	Science & Environment	Additional match monies were paid on the MLK Project	\$ 22,398.00	Fund reserves	Transfer monies to fund 070 for the additional match paid for the MLK project
6	031-3001-520-95-03	Transfer monies to Fund 073 to represent bond monies remaining for water	Water	Transfer monies reserved for the purchase of water rights acquisition	\$ 2,544,208.00	Water reserves	Transfer monies to Water Construction Fund which holds the remaining bond monies for water rights acquisition
7	035-3501-426-10-02	Unplanned retirements	Ambulance Eastern Idaho	Unplanned retirements in the Ambulance Fund	\$ 68,837.00	Additional revenues from Bannock	Bannock County contracts for this service and will cover the unplanned retirements for the ambulance district
8	954-9703-481-72-99	Additional Economic loans to businesses	Development Fund	Need additional authority to process economic development loans	\$ 48,000.00	Program revenues	EIDC operates a revolving loan program and needs additional authority to execute economic development loans to the community
Total					\$ 2,898,684.00		

c. **Timeline.** The proposed timeline for this “September” set of budget amendments is:

August 26, 2016	Notice sent to Idaho State Journal (ISJ)
August 31, 2016	Public notice #1 published
September 7, 2016	Public notice #2 published
September 8, 2016	Council Study Session review
September 15, 2016	Public Hearing and consider amended ordinance

e. **Further amendments.** This is the last opportunity to amend the budget for fiscal year 2016.

f. **About amendments in general.** Amendments can be confusing; it appears that “the city cannot stick to a budget.” But the reality is that Council involvement with amendments indicates tight management, not the reverse. The FY16 budget was built during spring, 2015 and adopted in August, 2015. It is never possible to fully anticipate every grant, every real-world situation 12-18 months out, and we have some new grants that were not anticipated even two months out. We could accommodate that within the budget by adopting a large contingency budget, but we choose not to do that. We build a tight FY16 budget that only includes grants and business activity that we know about or have a good history with. We elect to amend in detail if we win an unplanned grant, etc. This makes it necessary to involve the Council and the Community in a variety of fairly mundane issues because that is what tight management requires. Finally, not everyone understands the difference between budget authority and actual expenditure. We need permission (budget authority) to make an actual expenditure out of a fund, but also permission (budget authority) to move money within the city between funds. So if fund A needs to make a \$100 expenditure, but needs to get the \$100 cash from Fund B, we need to have \$200 in amendments. We need to move the \$100 from Fund B to Fund A with a \$100 amendment, and then have another amendment to authorize Fund A to actually spend the \$100 on a good or service.

g. **Itemized details.** Each amendment has its own story. Here are the details, organized by reference number from the summary:

1)**General Fund 001, Mayor and Council, \$347, kitchen expenses.** The Mayor and Council department has incurred expenses for the Coffee with Mayor monthly event which is covered with sponsorship revenues.

2)**Street Fund 003, \$150,000, transfer.** The Street department will transfer monies to Fund 070 Federal Aid Street Projects for the future Idaho Department of Transportation project Hawthorne Quinn .

3) **Recreation Fund 004, \$44,894, capital expense.** The Recreation Department received insurance proceeds to replace Community Recreation Center’s hot water system. The insurance proceeds will cover the additional expense. The amendment would recognize the insurance proceeds and authorize the capital expense.

4) **Transit Urban Fund 009, \$20,000, part time wages.** The Transit Department incurred additional part time wages in the delayed execution in reducing the fixed route by following the grant requirements for reduction of service. The amendment recognizes the additional program revenue received from the City of Chubbuck and federal grant revenue and authorizes the additional expense for part time wages.

5) **Science and Environment Fund 017, \$22,398, additional match expense for the MLK project.** The Science and Environment Fund incurred additional match expense for the completion of the Martin Luther King road project. The amendment recognizes the additional revenue and authorizes the additional capital expense.

6) **Water Fund 031, \$2,544,208, transfer.** The Water Fund will transfer monies to Water Capital Construction Fund to represent the total dollars remaining on the Water Revenue Bond. The amendment authorizes the additional transfer expense.

7) **Ambulance Fund 035, \$68,837, wages.** The Ambulance Fund will incur additional wage expense for unplanned retirements. The amendment authorizes the receipt of additional contract revenue for the additional wage expense.

8) **Fund Eastern Idaho Development Corporation Fund 954, \$48,000, additional economic grants.** The EIDC Fund requests additional authority to execute. The amendment authorizes the additional loan expense.

h. **Summary.** The total amount of all amendments is \$2,898,684 breakout by fund is:

Fund Amendment Totals	
Fund	Amount
General Fund	\$ 347
Street Fund	\$ 150,000
Recreation Fund	\$ 44,894
Transit Urban Fund	\$ 20,000
Science & Environment Fund	\$ 22,398
Water Fund	\$ 2,544,208
Ambulance Fund	\$ 68,837
Eastern Idaho Development Corporation Fund	\$ 48,000
Total	\$ 2,898,684

i. **Contacts.**

Overall: Joyce Stroschein, Chief Financial Officer
 (208) 234-6218 or email: jstroschein@pocatello.us
 or contact the appropriate department (Building, Human Resources, Police, Fire, Risk, Street, Airport, Utility Billing, and Finance).

AGENDA

ITEM

NO. 8



Planning & Development Services

◆ ECONOMIC DEVELOPMENT ◆ NEIGHBORHOOD & COMMUNITY SERVICES
◆ PLANNING & ZONING ◆ POCA TELLO REGIONAL AIRPORT

911 NORTH 7TH AVENUE | P.O. BOX 4169 POCA TELLO, IDAHO 83205-4169 WEB: WWW.POCATELLO.US/PDS/INDEX.HTM

SHORT PLAT SUBDIVISION APPLICATION STAFF REPORT

AGENDA # 8

Subdivision: Tuscan View – Replat

File #SHTP 16-1855

Council Date: September 15, 2016 Meeting
Applicant/Owner: Tuscany Hills 2, LLC
Surveyor/Engineer: RMES – J. Mitchell Greer
of Lots: Two Lots
Public Access: Siena Drive
Subject Property: Lot 12, Block 1, Tuscany Hills Subdivision, 2nd Addition
Zoning: Residential Estate (RE)
Assigned Staff: Dave Foster, Senior Planner

RECOMMENDATION AND CONDITIONS

Staff recommends approval subject to the following conditions:

1. **Engineering:** All engineering comments contained in **Exhibit 1** shall apply.
2. **Surveying:** The final plat will be prepared in accordance with applicable State and City subdivision plat standards and subject to review by the City Surveyor.
3. All other standards or conditions required by Municipal Code not herein stated but applicable to the subdivision shall apply.

Request: Tuscany Hills 2, LLC is requesting to subdivide Lot 12, Block 1, Tuscany Hills Subdivision, 2nd Addition, into two new lots. The Tuscany Hill 2nd Addition plat was recorded on July 19, 2016, Instrument #21609656. The existing Lot 12 contains 3.09 acres and the proposed replat of Lot 12 will create a 1.37 acre lot and a 1.72 acre lot.

Density & Lot Design: The subject property is located within the Residential Estate (RE) zoning district. The "RE" zone has a minimum lot size requirement of 15,000 square feet for a single-family dwelling. The proposed lots range in size from 1.37 acres (59,677 square feet) and 1.72 acres (74,923 square feet). Both lots will comply with the minimum lot size requirement.

Streets: Both lots would have frontage on and be accessed via Siena Drive, a public dedicated right-of-way.

Grading and Storm Water Drainage: Development of the lots must comply with City Erosion and Sediment Control and Stormwater Management requirements.

Private Covenants, Restrictions & Conditions: Any proposed Owner's Covenants, Conditions, and Restrictions (CC&R's) for the subdivision must be submitted for review by the City's Legal Department prior to recording the CC&R's.

Utility Provider & City Department Notice: Utility providers and affected City Departments were provided notice on 08/09/16. No comments were received from utility providers. City staff comments are in Exhibit 1.

Attached: Exhibit 1: Memorandum - Engineering Department
Exhibit 2: Application w/plat map



Exhibit 1

Memorandum

To: Dave Foster, Associate Planner
From: Merril Quayle P.E. Public Works/Development Engineer *MB*
Date: August 22, 2016
Re: Tuscan View Subdivision (City Council 9-15-16 Agenda)

Tuscan View Subdivision is a re-plat of Lot 12 Block 1 Tuscan Hills Subdivision 2nd Addition. The Public Works Department has reviewed the plat for the above mentioned project and submits that the following changes or corrections shall be made.

1. Plat

- a. Prior to recording the Plat a more inclusive and comprehensive review shall be done, coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- d. 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.
- e. 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.
- f. The plat shall be black opaque ink, no gray scale or color.
- g. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Infrastructure Comments

- a. The infrastructure was installed at the time the Tuscan Hills Subdivision 2nd Addition was constructed.



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: 7-12-16

Permit No.: 16-1855

Staff Contact: DF

Receipt #: 159005

PZC Meeting Date: _____

City Council Date: 9-1-16

Receipt Date: 8-9-16

Filing Fee (see below): Plat \$ 350.00 + Survey \$ _____ + Plan \$ _____ + Inspections \$ _____ = Total Due \$ 350.00

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:
Tuscany Hills 2, LLC
Name
2231 East Center St., Pocatello
Mailing address
208-243-4441
Phone (work/cellular/home)

Engineer:
RMES- J. Mitchell Greer
Firm & Contact
600 East Oak St.- Pocatello
Mailing address
208-234-0110
Phone (work/cellular/home)

Project Information:

Subdivision Name: Tuscan View Subdivision Is this a replat? Yes* No

Zoning: Residential Estate Comprehensive Plan Land Use Designation: Residential

Location (Section, Township, Range): East 1/2 of Section 24, T6S, R34E

General Location: A replat of Lot 12, Block 1, Tuscany Hills Subdivision, 2nd Addition

Total Acreage: 3.09 ac Total Number of Lots: 2

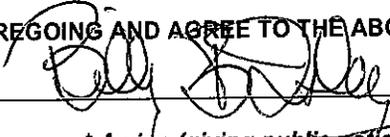
TERMS AND CONDITIONS

* 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:  Date: _____

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

TUSCAN VIEW SUBDIVISION

A REPLAT OF LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION - 2ND ADDITION,
LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION, 2ND ADDITION AS RECORDED UNDER INSTRUMENT NUMBER 21609856 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY.

CONTAINING 3.09 ACRES, MORE OR LESS.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE COVENANTS, CONDITIONS AND RESTRICTIONS WHICH HAVE BEEN RECORDED UNDER THE ORIGINAL TUSCANY HILLS 2ND ADDITION, RECORDED AS INSTRUMENT NUMBER 21609855 ARE HEREBY MADE A PART OF THIS PLAT

CULINARY WATER

THIS SUBDIVISION IS ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1326 THROUGH 50-1329 ON THIS PLAT. NO BUILDING, DWELLING OR SHELTER SHALL BE ERRECTED UNTIL THE SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED AND LIFTED.

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

SOUTHEAST IDAHO PUBLIC HEALTH

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. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAS CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS AND STREET ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. 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, THE OWNERS DOES HEREUNTO SET THEIR HANDS.

TUSCANY HILLS 2, LLC, A LIMITED LIABILITY COMPANY

TUSCANY HILLS 2, LLC
3F, LLC
(GOVERNOR TUSCANY HILLS 2, LLC)
BRAD C. FRASURE
(MEMBER 3F, LLC)

TUSCANY HILLS 2, LLC
B STREET INVESTMENTS, LLC
(GOVERNOR TUSCANY HILLS 2, LLC)
BILLY B. ISLEY
(MEMBER B STREET INVESTMENTS, LLC)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK
ON THIS _____ DAY OF _____ IN THE YEAR 20____, BEFORE ME
A NOTARY PUBLIC, PERSONALLY APPEARED BRAD C. FRASURE, KNOWN OR IDENTIFIED TO ME, TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20____.

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK
ON THIS _____ DAY OF _____ IN THE YEAR 20____, BEFORE ME
A NOTARY PUBLIC, PERSONALLY APPEARED BILLY B. ISLEY, KNOWN OR IDENTIFIED TO ME, TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20____.

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF

POCATELLO, IDAHO, THIS _____ DAY OF _____, 20____.

BRIAN BLAD, MAYOR

RUTH WHITWORTH, CITY CLERK

MERRIL QUAYLE, ENGINEER FOR THE CITY

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
POCATELLO CITY SURVEYOR

DATE

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

PLS

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 POLEK, 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 NUMBER _____

ROBERT POLEK, COUNTY RECORDER

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



TUSCAN VIEW SUBDIVISION

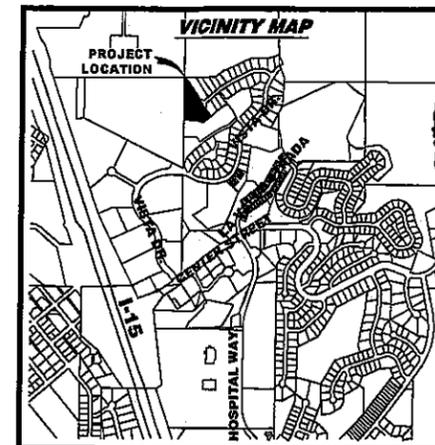
A REPLAT OF LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION - 2ND ADDITION,
LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REVISIONS	SURVEYED BY: JDC, SRM, JCE
1	OFFICE WORK BY: JLC, SOB, JMG
2	FIELD BOOK NO: N/A
PROJECT NO: 16077	DATE: AUGUST 2016
DRAWING: R51616.dwg	Blk1TuscanHills 2 Replat, Lot 12 Block 1 - 16077SURVYCAD10112P.P
SCALE: 1 INCH = 50 FEET	SHEET 2 OF 2

TUSCAN VIEW SUBDIVISION

A REPLAT OF LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION - 2ND ADDITION,
LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

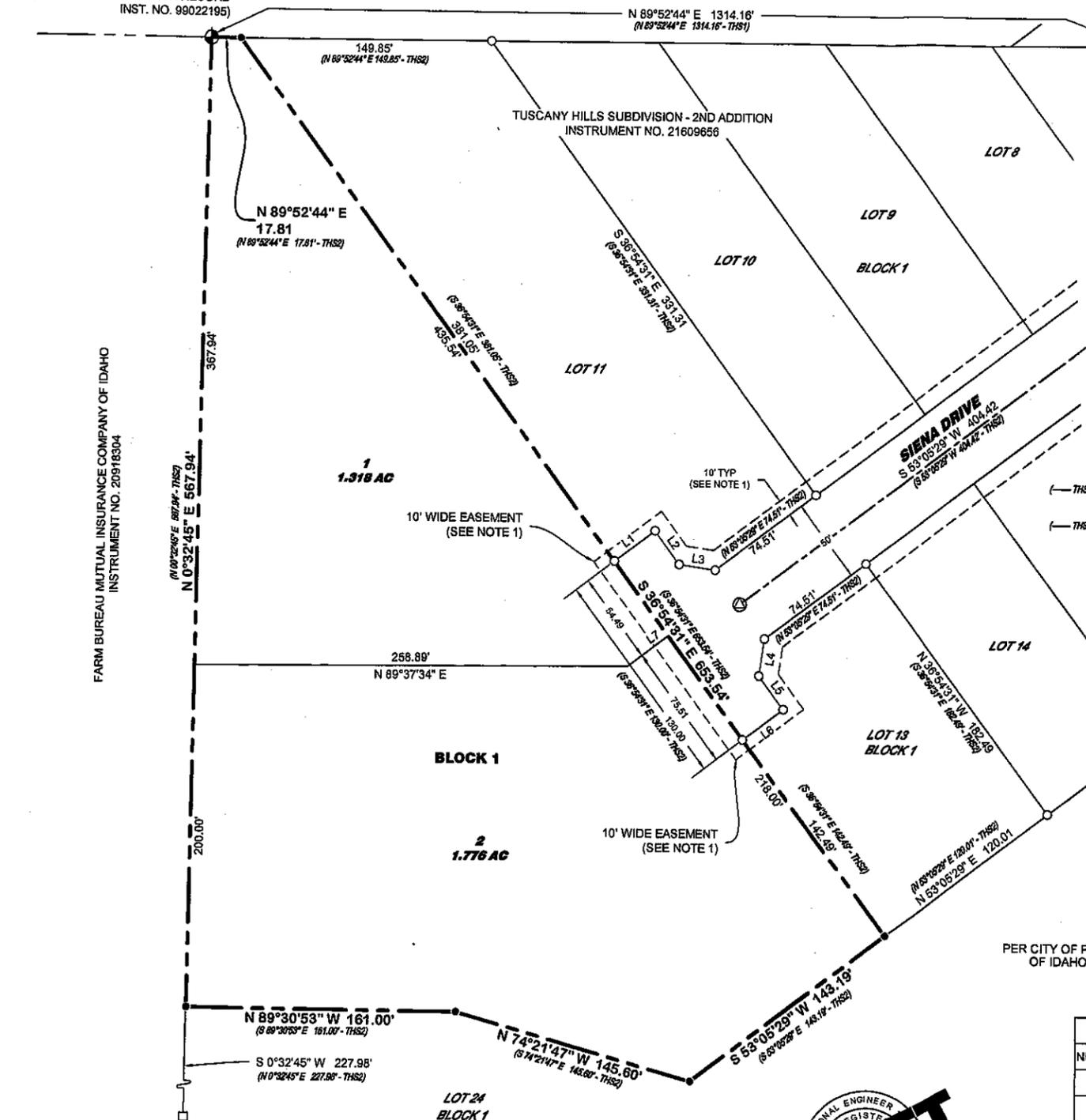


EAST 1/16 CORNER ON THE LATITUDINAL CENTERLINE OF SECTION 24, FOUND 2 INCH ALUMINUM CAP (CORNER PERPETUATION RECORD INST. NO. 99022195)

THE LOUIS F AND JANELL RACINE TRUST
INSTRUMENT NO. 20602741

EAST QUARTER CORNER, SECTION 24, MONUMENT DESTROYED. CORNER FALLS IN LOT 11, BLOCK 3 OF TUSCANY HILLS 1ST ADDITION RECORD POSITION. SEE CORNER PERPETUATION RECORDED INSTRUMENT NO. 99022193

WEST QUARTER CORNER, SECTION 19 DESTROYED. CORNER FALLS IN LOT 11, BLOCK 3 OF TUSCANY HILLS 1ST ADDITION. RECORD POSITION. SEE CORNER PERPETUATION RECORDED INSTRUMENT NO. 20419275



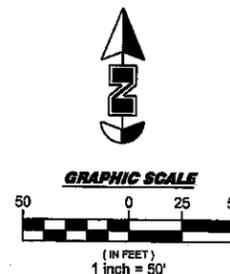
FARM BUREAU MUTUAL INSURANCE COMPANY OF IDAHO
INSTRUMENT NO. 209183004

REFERENCE DOCUMENTS

DISTANCE AND BEARING PER TUSCANY HILLS SUBDIVISION - 1ST ADD (RECORD INST. NO. 20625448)
DISTANCE AND BEARING PER TUSCANY HILLS SUBDIVISION - 2ND ADD (RECORD INST. NO. 21609656)

LEGEND

- XX/ QUARTER CORNER AS NOTED
- ⊕ SIXTEENTH CORNER AS NOTED
- FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341" REPLACED WITH 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341"
- FOUND 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "LS 977" PER TUSCANY HILLS SUBDIVISION (INST. NO. 20201700)
- FOUND 1/2 INCH REBAR WITH YELLOW PLASTIC CAP STAMPED "RMES PLS 2341" OR AS NOTED
- ⊙ FOUND 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341" INSIDE MONUMENT VAULT
- T & + SET 1/2 INCH BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341" (LOT CORNERS AND AT END OF CURVES)
- SET 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341"
- 2 / BLOCK 1 SUBDIVISION LOT / BLOCK NUMBER
- LOT 4 BLOCK 6 EXISTING SUBDIVISION LOT / BLOCK NO.
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINE
- - - EXISTING LOT LINES
- - - EXISTING STREET CENTERLINE
- - - EXISTING SECTION LINE
- - - EASEMENT SIDELINE

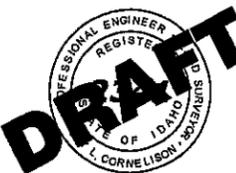


BASIS OF BEARING

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

LINE TABLE			
NUMBER	DIRECTION	DISTANCE	RECORD
L1	N 53°05'29" E	30.00'	(N 53°05'29" E 300.0' - THS2)
L2	N 36°54'31" W	24.50'	(N 36°54'31" W 24.50' - THS2)
L3	S 81°54'31" E	21.92'	(S 81°54'31" E 21.92' - THS2)
L4	N 8°05'29" E	21.92'	(N 8°05'29" E 21.92' - THS2)
L5	N 36°54'31" W	24.50'	(N 36°54'31" W 24.50' - THS2)
L6	N 53°05'29" E	30.00'	(N 53°05'29" E 300.0' - THS2)
L7	N 53°05'29" E	30.00'	

- NOTES**
- EASEMENTS ARE 10' WIDE AND ARE FOR PUBLIC UTILITIES, DRAINAGE AND ROADWAY SLOPES UNLESS OTHERWISE NOTED PER TUSCANY HILLS SUBDIVISION - 2ND ADDITION (INST. NO. 21609656)
 - EASEMENT NOT DEPICTED:
ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A 6 FOOT WIDE DRAINAGE EASEMENT ALONG ALL LOT LINES. LOTS MUST BE GRADED AND MAINTAINED SO AS TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES.



DRAFT

TUSCAN VIEW SUBDIVISION

A REPLAT OF LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION - 2ND ADDITION,
LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



301 56th St. W. #138 • Williston, ND 58801 • (701) 572-0110
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS	SURVEYED BY: JDC, SRM, JCE
1	OFFICE WORK BY: JLC, SOB, JMG
2	FIELD BOOK NO: N/A
PROJECT NO: 16077	DATE: SEPTEMBER 2016
DRAWING: R:\16077\BIM\Tuscan Hills 2 Replat, Lot 12 Block 1 - 16077SUR\CAD\LOT12FP	
SCALE: 1 INCH = 50 FEET	SHEET 1 OF 2

TUSCAN VIEW SUBDIVISION

A REPLAT OF LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION - 2ND ADDITION,
LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION, 2ND ADDITION AS RECORDED UNDER INSTRUMENT NUMBER 21609656 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY.

CONTAINING 3.09 ACRES, MORE OR LESS.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE COVENANTS, CONDITIONS AND RESTRICTIONS WHICH HAVE BEEN RECORDED UNDER THE ORIGINAL TUSCANY HILLS 2ND ADDITION, RECORDED AS INSTRUMENT NUMBER 21609655 ARE HEREBY MADE A PART OF THIS PLAT

CULINARY WATER

THIS SUBDIVISION IS ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1326 THROUGH 50-1329 ON THIS PLAT. NO BUILDING, DWELLING OR SHELTER SHALL BE ERRECTED UNTIL THE SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED AND LIFTED.

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

SOUTHEAST IDAHO PUBLIC HEALTH

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. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAS CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS AND STREET ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. 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, THE OWNERS DOES HEREUNTO SET THEIR HANDS.

TUSCANY HILLS 2, LLC, A LIMITED LIABILITY COMPANY

TUSCANY HILLS 2, LLC
3F, LLC
(GOVERNOR TUSCANY HILLS 2, LLC)
BRAD C. FRASURE
(MEMBER 3F, LLC)

TUSCANY HILLS 2, LLC
B STREET INVESTMENTS, LLC
(GOVERNOR TUSCANY HILLS 2, LLC)
BILLY B. ISLEY
(MEMBER B STREET INVESTMENTS, LLC)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK
ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED BRAD C. FRASURE, KNOWN OR IDENTIFIED TO ME, TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20__.

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK
ON THIS _____ DAY OF _____, IN THE YEAR 20____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED BILLY B. ISLEY, KNOWN OR IDENTIFIED TO ME, TO BE A MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE SAME.

NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20__.

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF

POCATELLO, IDAHO, THIS _____ DAY OF _____, 20__.

BRIAN BLAD, MAYOR

RUTH WHITWORTH, CITY CLERK

MERRIL QUAYLE, ENGINEER FOR THE CITY

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
POCATELLO CITY SURVEYOR

DATE

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

PLS

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 NUMBER _____

ROBERT POLEKI, COUNTY RECORDER

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

TUSCAN VIEW SUBDIVISION

A REPLAT OF LOT 12, BLOCK 1 TUSCANY HILLS SUBDIVISION - 2ND ADDITION,
LOCATED IN THE EAST HALF OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



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

REVISIONS	SURVEYED BY: JDK, SRM, JCE
1	OFFICE WORK BY: JLC, SOB, JMG
2	FIELD BOOK NO: N/A
PROJECT NO: 16077	DATE: SEPTEMBER 2016
DRAWING: R:\1616\Isley, Bill\Tuscan Hills 2 Replat, Lot 12 Block 1 - 16077\SURVICAD\LOT12FP	
SCALE: 1 INCH = 50 FEET	SHEET 2 OF 2

AGENDA

ITEM

NO. 9

EXECUTIVE SUMMARY
RIGHT OF WAY USE LICENSE

TO: Mayor Blad and City Council Members
FROM: Merrill Quayle, P.E., Public Works/Development Engineer MB
DATE: Meeting Date – September 15, 2016
SUBJECT: Right-of-Way Use License
Intersection of S 5th Ave. and Jason Ave. (3934 Jason Ave.)

REQUEST

Burns Leavitt (mailing address: 1110 Yellowstone Ave. #111 Pocatello, ID 83201) is requesting a right of way use license to allow a 7 foot security fence to remain directly behind the sidewalk at the intersection of S. 5th Ave. and Jason Ave. (3934 Jason Ave.) within the City right of way.

Issued permit #16-1150 Exhibit A

Mr. Leavitt request for right-of-way use Exhibit B

BACKGROUND

Burns Leavitt, owner of Tract 16-19 Block 2 of Palmer Tracts (3934 Jason Ave.), obtained a fence permit in order to construct a 6-foot fence within his property line. However, the fence has now been partially constructed and is behind the sidewalk at the intersection of S. 5th Ave. and Jason Ave. within the City’s right-of-way which does not meet with the approved permit. If allowed to remain, the fence will obstruct the maintenance of a stormwater manhole and will be in the sight triangle for a 45 mile/hour speed limit.

STAFF RECOMMENDATION

Staff evaluated the applicant’s request and recommends the Council deny the request based on the inability to maintain the stormwater system without encumbrances and, more importantly, to maintain sight distance to ensure public safety on this very heavily-traveled, high-speed roadway.

Should the Council choose to approve the applicant’s request, staff recommends following conditions:

1. The applicant shall provide public liability insurance coverage in the amount of Idaho Tort Liability Limits (currently \$500,000.00) to indemnify the City from any claims which might arise out of the applicant’s use of the City’s property. Proof of such coverage must be provided annually; failure to do so will result in termination of this License. Applicant agrees to hold the City harmless from any and all claims or damages arising from the use of the City’s property.
2. A right-of-way use license shall be recorded and run with the land as long as the wall is allowed to remain in place. The applicant must agree that, at the time of sale of any

lot subject to this right-of-way use license agreement, the new property owner shall obtain and maintain the same insurance as set forth in item number 1 above.

3. Applicant agrees and understands that the use under this License is limited to the 67 foot security fence improvements and that no other improvements will be made without prior written permission by the City.
4. This License is revocable and shall be terminated upon sixty (60) days written notice if it is determined by the Grantor that the City requires the use of the right-of-way being encroached upon and it is in the City's best interests that said License should be revoked. Applicant may terminate this License upon sixty (60) days written notice to the City. Any such removal and restoration cost should be at the owner's expense.
5. The right-of-way use license agreement to be subject to Legal Department approval.

05/27/2016

PERMIT # 16-1150

FENCE

Phone (208) 234-6158
Inspections (208) 234-6275
Sidewalk/Curb & Gutter
Inspections (208) 234-6580

CITY OF POCA TELLO
Building Department
911 N 7th Ave - P.O. Box 4169
Pocatello, Idaho 83205-4169

DATE ISSUED: 160527

SITE ADDRESS: 3934 JASON AVE

DESCRIPTION OF WORK: 900 FEET OF 7' CH LINK

PERMIT SUBTYPE: FENCE

APPLICANT:

OWNER LEAVITT, BURNS

CONTRACTOR OWNER/BUILDER

, 83201



SQ FEET: 0.00

VALUATION: \$0.00

OCCUPANCY	TYPE	DESCRIPTION

FEE	TOTAL
PERMIT FEE	\$20.00
TOTAL PERMIT FEES	20.00

This permit is not valid for any other work, other than that which is specifically described herein.

Fencing is to be installed as per current City of Pocatello Municipal Ordinance 15.28. No fencing is to be installed upon the public right-of-way including future sidewalk locations.

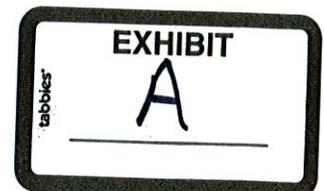
Final inspection is required. Contact the Building Official for required inspections at 234-6275. When calling, please give permit number and property address.

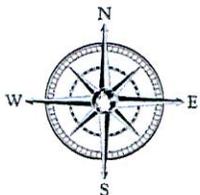
This permit is issued on the express condition that all work shall conform in all respects to the statement certified on the application of such permit, and listed herein, and that all work shall be done in accordance with the City of Pocatello Ordinances and Codes, as well as State of Idaho regulations.

I, the undersigned, have read and do understand the above written comments and additional requirements, if any, and I am the responsible party in that regard.

SIGNATURE: _____

DATE: May 27, 16





5/27/2016

6' CHAIN LINK

Gates swing in

City of Pocatello
Web Map

Approved

[Signature] 5-27-16

591951 459 427272 871 Scale 1:695



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

Mr. Quayle,

Please accept this as my official request for a right of way permit. I had spoken to one of my sons about my conversation with Mr. Transtrum about how absurd it was for the City to again take a position to change what had previously existed and require a four foot fence destroying a 6 thousand dollar security fenced area by requiring a four foot section, then mentioning to him that an additional fence would just have to be installed to maintain security. Then, unknown to me, that well meaning son thought he would surprise his father and just get it done. So Lynn Transtrum's letter below is the result of a great sons good intentions and I had every intention of not having posts cut off that I now petition to replace again with the original size that was there.

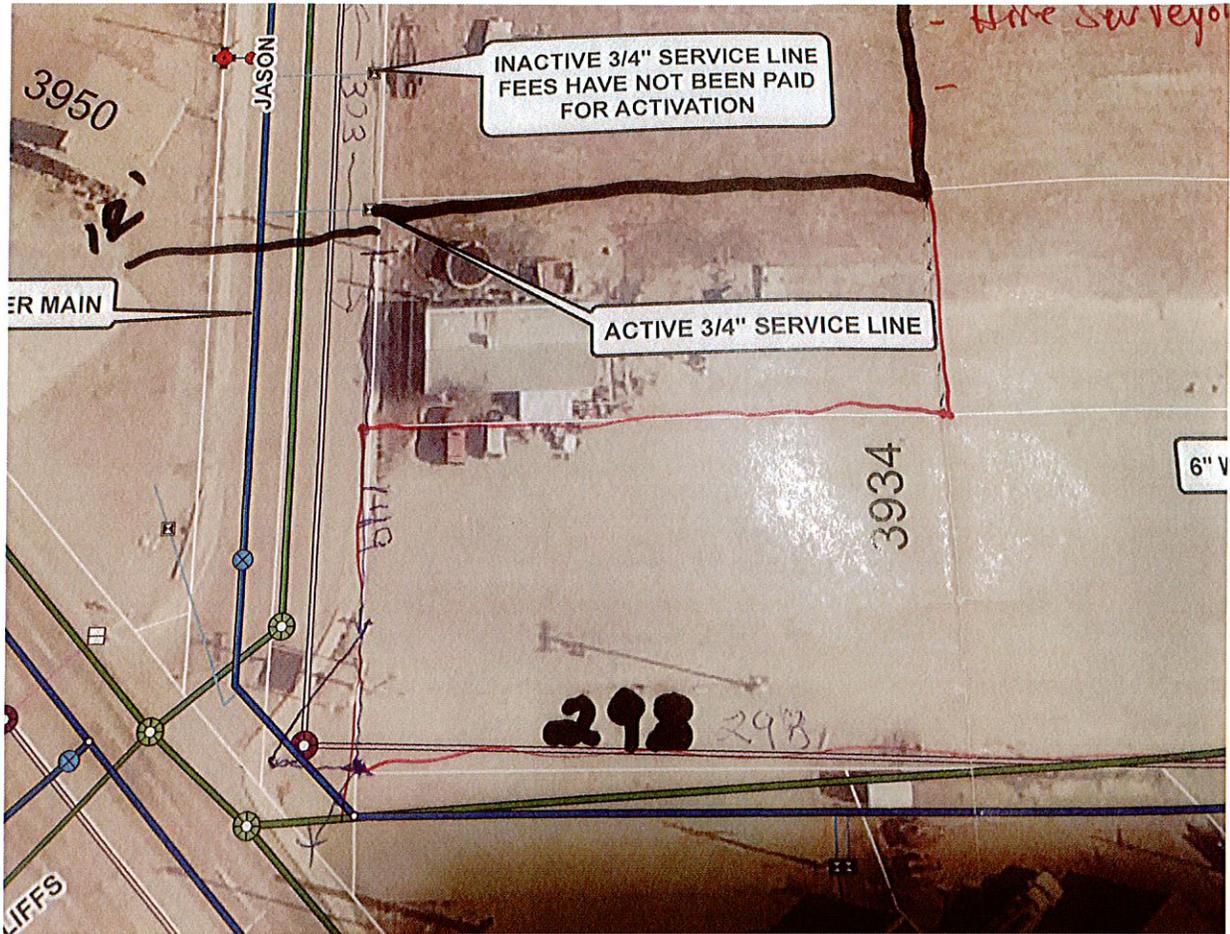
Attached is the proposed drawing of the revision to permit number 16-1150. I respectfully disagree with Mr. Transtrum's recommendation on the height of the chain link fence following the sidewalk. Because of the line of sight off the angles of the roads on that corner. From the stop sign on Jason a car has a full view of Northbound traffic on 5th Street and it would not be a factor for South bound Traffic. In addition to that argument, there has been a fence in that exact location of the Corner Post for a number of years prior to this Fence. We broke off and dug up the old post with mangled Chain Link Fence still attached to it. The post was 6' tall and ran right along the property line to the same spot our corner post is now. How was that ok for the Common Cent Gas station fence previously there while they were in business before moving across the street and now an obstruction as my fence?

Please approve this as soon as possible, as it makes no sense to have a double fence for security as is currently in place and insisted by Mr. Transtrum and I would like to have the south fence back to the way it was with the addition of tiring that corner to the gate. That north piece of angled fence to the gate does not protrude further than the previously existing corner and is set back from the side walk an additional amount more than the rest of the fence.

As always, thank you for your consideration and time.

Ps. There has not been any corner drainage problems since we stumbled on two well buried man holes and dug the dirt out of them. The two very low spots along the east side of the property still need filled to prevent pooling on the property, but the embarrassment and frustration from an honest attempt at a respectful meeting with The City of Pocatello's Planning Committee was a Joke that has completely decimated any trust that might have been reestablished since the previous fiasco of enforcing a decision based on a law that was under consideration to be changed at the time it was enforced, and then the law was changed so I really didn't need to spend an additional 6 thousand dollars on top of some 35 thousand I had already wasted on that issue. Yes, in addition to this request, I do need to sit down with the mayor. I requested a call, in lie of a meeting, but the call to date has not come.





The White line is the property line.
The Blue line is the requested 7' fence on city right of way.
The current temporary 7' fence on the property line will be removed.

Sincerely,
BURNS D. LEAVITT
OWNER
Taurus Natural
TAURUS NATURAL SALT (IDAHO)
DeVERE TRUCKING
1-800-510-3697

AGENDA

ITEM

NO. 10



To: City Of Pocatello
911 N. 7th Ave.
Pocatello, ID 83201

Re: 285531

We are forwarding an electronic file containing a copy of your policy.

Please find the attached policy GP-285531 effective October 1, 2016.

Your use of the documents in this medium shall signify your agreement not to alter or change their content in any way without the express consent of Aetna, and your agreement to indemnify and hold Aetna harmless for all loss, liability, damage, expense, cost, or other obligation which Aetna may incur or be required to pay as a result of any claim, demand, or lawsuit brought by any party (including yourself) arising from or in connection with any unauthorized changes.

Aetna

YOUR GROUP POLICY

This is your Group Policy. We feel certain that you will be pleased with this new format.

Your Group Policy consists of:

- a policy "shell" containing general provisions relating to policyholder/insurance company matters, and
- a certificate (including the Schedule of Benefits) containing the complete plan of benefits.

As changes in the plan occur, new or replacement pages will be issued and, when necessary a new or replacement certificate, Schedule of Benefits (SOB) or amendment which will be attached to a cover rider to the policy.

Aetna Life Insurance Company



NOTICE OF PROTECTION PROVIDED BY CALIFORNIA LIFE AND HEALTH INSURANCE GUARANTEE ASSOCIATION

This notice provides a brief summary regarding the protections provided to policyholders by the California Life and Health Insurance Guarantee Association ("the Association"). The purpose of the Association is to assure that policyholders will be protected, within certain limits, in the unlikely event that a member insurer of the Association becomes financially unable to meet its obligations. Insurance companies licensed in California to sell life insurance, health insurance, annuities and structured settlement annuities are members of the Association. The protection provided by the Association is not unlimited and is not a substitute for consumers' care in selecting insurers. This protection was created under California law, which determines who and what is covered and the amounts of coverage.

Below is a brief summary of the coverages, exclusions and limits provided by the Association. This summary does not cover all provisions of the law; nor does it in any way change anyone's rights or obligations or the rights or obligations of the Association.

COVERAGE

▪ Persons Covered

Generally, an individual is covered by the Association if the insurer was a member of the Association and the individual lives in California at the time the insurer is determined by a court to be insolvent. Coverage is also provided to policy beneficiaries, payees or assignees, whether or not they live in California.

▪ Amounts of Coverage

The basic coverage protections provided by the Association are as follows.

▪ Life Insurance, Annuities and Structured Settlement Annuities

For life insurance policies, annuities and structured settlement annuities, the Association will provide the following:

▪ Life Insurance

80% of death benefits but not to exceed \$300,000.

80% of cash surrender or withdrawal values but not to exceed \$100,000.

▪ Annuities and Structured Settlement Annuities

80% of the present value of annuity benefits, including net cash withdrawal and net cash surrender values but not to exceed \$250,000.

The maximum amount of protection provided by the Association to an individual, for all life insurance, annuities and structured settlement annuities is \$300,000, regardless of the number of policies or contracts covering the individual.

▪ Health Insurance

The maximum amount of protection provided by the Association to an individual, as of April 1, 2011, is ~~\$470,125~~. This amount will increase or decrease based upon changes in the health care cost component of the consumer price index to the date on which an insurer becomes an insolvent insurer.

COVERAGE LIMITATIONS AND EXCLUSIONS FROM COVERAGE

The Association may not provide coverage for this policy. Coverage by the Association generally requires residency in California. You should not rely on coverage by the Association in selecting an insurance company or in selecting an insurance policy.

The following policies and persons are among those that are excluded from Association coverage:

- A policy or contract issued by an insurer that was not authorized to do business in California when it issued the policy or contract.
- A policy issued by a health care service plan (HMO), a hospital or medical service organization, a charitable organization, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company, an insurance exchange, or a grants and annuities society.
- If the person is provided coverage by the guaranty association of another state.
- Unallocated annuity contracts; that is, contracts which are not issued to and owned by an individual and which do not guaranty annuity benefits to an individual.
- Employer and association plans, to the extent they are self-funded or uninsured.
- A policy or contract providing any health care benefits under Medicare Part C or Part D.
- An annuity issued by an organization that is only licensed to issue charitable gift annuities.
- Any policy or portion of a policy which is not guaranteed by the insurer or for which the individual has assumed the risk, such as certain investment elements of a variable life insurance policy or a variable annuity contract.
- Any policy of reinsurance unless an assumption certificate was issued.
- Interest rate yields (including implied yields) that exceed limits that are specified in Insurance Code Section 1607.02(b)(2)(C).

NOTICES

Insurance companies or their agents are required by law to give or send you this notice. Policyholders with additional questions should first contact their insurer or agent. To learn more about coverages provided by the Association, please visit the Association's website at www.califega.org, or contact either of the following:

California Life and Health Insurance
Guarantee Association
P.O Box 16860,
Beverly Hills, CA 90209-3319
(323) 782-0182

California Department of Insurance
Consumer Communications Bureau
300 South Spring Street
Los Angeles, CA 90013
(800) 927- 4357

Insurance companies and agents are not allowed by California law to use the existence of the Association or its coverage to solicit, induce or encourage you to purchase any form of insurance. When selecting an insurance company, you should not rely on Association coverage. If there is any inconsistency between this notice and California law, then California law will control.

Aetna Life Insurance Company



Summary of The Idaho Life And Health Insurance Guaranty Association Act And Notice Concerning Coverage Limitations And Exclusions

Revised July, 2005

Residents of Idaho who purchase life insurance, annuities or health/disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Idaho Life and Health Insurance Guaranty Association. The purpose of the Association is to assure that policyholders will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Association will assess its other member insurance companies for money to pay the claims of insured persons who reside in Idaho and, in some cases, to keep coverage in force. However, the protection provided by these insurers through the Association is limited and is not a substitute for consumers' care in selecting insurance companies that are well-managed and financially stable.

The Idaho Life and Health Insurance Guaranty Association Act provides a safety net for certain purchasers of insurance. Below is a brief summary of the Act's coverage, exclusions and limitations. This summary does not cover all provisions of the Idaho Life and Health Insurance Guaranty Association Act, nor does it in any way change anyone's legal rights or obligations under the Act including the legal rights or obligations of the Association.

Coverage

Generally, individuals will be protected by the Association if they live in Idaho and own a life or health/disability insurance policy, an annuity contract, or if they are an insured certificate holder under a group life or health insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of covered policies may be protected as well, even if they live in another state.

Exclusions from Coverage

However, persons holding such policies or contracts are **not** protected by the Association if:

- They are eligible for protection under the laws of another state.
- The insurer was not authorized to do business in Idaho.
- The policy was issued by a reciprocal insurer, mutual benefit association, fraternal benefit society, hospital and medical service corporation, limited managed care plan, or self-funded health care plan.

The Association also does **not** provide coverage for:

- Any policy or contract or any portion of any policy or contract under which the risk is borne by the policyholder.
- Any policy of reinsurance.
- Interest rate yields that exceed an average rate.
- Unallocated annuity contracts (any annuity not issued to and owned by an individual).

Limits on Amount of Coverage

The Act also limits the amount the Association is obligated to pay out. The Association cannot pay out more than what the insurance company would owe under a policy or contract. Furthermore, the amounts the Association is authorized to pay are limited as follows:

- Not more than \$ 100,000 of net cash surrender or net cash withdrawal values under a life insurance, health/disability insurance, or annuity policy or contract.
- Not more than \$ 300,000 of claims or benefit payments under a health/disability policy.
- Not more than \$ 300,000 of death benefits under a life insurance policy.
- Not more than \$ 300,000 of annuity benefit payments under a contract for which periodic annuity payments have begun to be paid, if the annuitization period chosen was the annuitant's lifetime or a period certain of 10 years or longer; otherwise \$ 100,000 of annuity benefit payments.
- **However, in no event will the Association be obligated to cover more than \$ 300,000 in the aggregate for all benefits for any one life.**

Important Disclaimer

The Idaho Life and Health Insurance Guaranty Association does not provide coverage for all types of policies. In addition, coverage may be subject to substantial limitations or exclusions, and require continued residency in Idaho. You should not rely on coverage by the Idaho Life and Health Insurance Guaranty Association in selecting an insurance company or an insurance policy.

Coverage is not provided by the Idaho Life and Health Insurance Guaranty Association for your policy or contract or any portion of it that is not guaranteed by the insurer or for which the risk is borne by you - the policyholder.

Insurance companies and their agents are prohibited by law from using the existence of the Association for the purpose of sales, solicitation or inducement to purchase any kind of insurance policy.

This Summary does not cover all provisions of the Idaho Life and Health Insurance Guaranty Association Act, nor does it in any way change your legal rights or obligations or the Association's legal rights or obligations which are defined by and set forth under the Act.

Idaho Life & Health Insurance Guarantee Association
8324 Northview, Suite 104
Boise, Idaho 83704
208-378-9510
www.idlifega.org

Idaho Department of Insurance
700 West State Street
P.O. Box 83720
Boise, Idaho 83720-0043
208-334-4250
1-800-721-3272
www.doi.idaho.gov



Group Accident and Health Insurance Policy

This Policy is entered into by and between

Aetna Life Insurance Company
(Aetna, We, Us, or Our)

and

City of Pocatello
(the Policyholder)

Policy Number: GP - 285531
Date of Issue: August 12, 2016
Effective Date: October 1, 2016

This Policy shall be effective on the Effective Date and shall continue in force until terminated as provided herein.

In consideration of the mutual promises hereunder and the payment of Premiums and fees when due, We will pay benefits in accordance with the terms, conditions, limitations and exclusions set forth in this Policy. Benefits will be paid in accordance with the reasonable exercise of Our business judgment, consistent with applicable law. The duties and the rights of all persons will be based solely on the terms of this Policy.

Upon receipt of the Policyholder's signed Group Application, and upon receipt of the required initial Premium, this Policy shall be considered to be agreed to by the Policyholder and Us, and is fully enforceable in all respects against the Policyholder and Us.

Term of Policy: The Initial Term shall be:
The 12 consecutive month period beginning on the Effective Date.

Thereafter, Subsequent Terms shall be:
The 12 consecutive month period beginning on October 1, of each year.

Premium Due Dates: The Effective Date and the first day of each succeeding calendar month.

This Policy is non-participating.

This Policy is governed by applicable federal law and the laws of Idaho.

Signed at Aetna's Home Office 151 Farmington Avenue Hartford, Connecticut 06156 on the date of issue.

Mark T. Bertolini
Chairman, Chief Executive Officer and President

Aetna Life Insurance Company
(A Stock Company)

Aetna Life Insurance Company Index

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Special Notice (GR-29N-02-01-05)

Important Information Regarding Your Insurance

Insurance Contact Notice

In the event you need to contact someone about this insurance for any reason please contact your sales agent or broker. If no sales agent or broker was involved in the sale of this insurance, or if you have additional questions you may contact Us at the following address and telephone number:

Aetna Life Insurance Company
151 Farmington Avenue
Hartford, CT 06156
1-800-872-3862

Written correspondence is preferred so that a record of your inquiry is maintained. When contacting your sales agent, broker or Us, have your policy number available.

Fraud Notice

Any person who knowingly and with intent to injure; defraud; or deceive; any insurer files a statement of claim or an application containing any:

- false;
- incomplete;
- or misleading information is guilty of a felony of the third degree.

Health Care Reform - Contribution Change Notice *(GR-29N-02-01-05)*

If you maintain a grandfathered health plan as defined under The Patient Protection and Affordable Care Act and you intend to make a change in the health care coverage contribution rate at any point during the policy year, you must provide written notice to Aetna 60 days in advance of the effective date of the contribution rate change.

Definitions (GR-29N-03-01-01)

Defined terms as used throughout this Policy appear in bolded print. Some of the terms are defined in this section while others are defined in the *Glossary* section of the Booklet-Certificate.

Associated Companies. This term means any company which is a subsidiary to or affiliated with the Policyholder for the purpose of providing benefits under This Policy.

Employee. This term is defined in the *Eligibility, Enrollment and Effective Date of Your Coverage* Section of the Certificate.

If the Policyholder is a partnership or proprietorship, each of its natural-person partners, or the proprietor, will be deemed to be an employee.

If an eligible person is covered under any other group health plan issued to the Policyholder by Us, or any other health benefit plan established and maintained by the Policyholder, they will not be considered eligible for health coverage under this Policy.

An employee is eligible only for the coverages shown in the Certificate which applies to his or her class.

Policy Contents

This Policy consists of all provisions set forth in this document as well as the provisions found in the Certificate, including the *Schedule of Benefits*, issued to covered employees under the group plan. Any amendment changing the provisions of the Certificate is also made part of this Policy as of the effective date of the amendment.

Certificate means each certificate included in the Policy as follows:

Identification	Issue Date	Effective Date	Eligible Group and/or Type of Coverage
To be determined	To be determined	To be determined	To be determined

Premiums and Fees (GR-29N-05-01-02)

Premiums Rates. The premium charges will be determined in accordance with the Premium Rates in effect on the Premium Due Date. The initial monthly Premium Rates are set forth in the Schedule of Premiums and Fees.

However, any other method may be used which: (a) yields about the same total amount; and (b) is agreeable to both the Policyholder and Us.

Premiums Due – Experience Rating. The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Covered employees and dependents as of each Premium Due Date will be determined by Us in accordance with Our records. A check does not constitute payment until it is honored by a bank. We may return a check issued against insufficient funds without making a second deposit attempt. We may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly, any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this Policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

We may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Us pursuant to the *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, We may declare an experience credit. We do not have a duty to declare any experience credit. We will return the amount of that credit to the Policyholder. We may return such credited funds by check, by application against future premium in the current or succeeding policy period, or in any other manner as agreed to by the Policyholder and Us. We may require the Policyholder to share the credit with employees as a condition of Our returning the credited funds to the Policyholder.

Instead of figuring premiums as described above, premiums may be figured in any way approved by Us that comes up with about the same amount of premiums.

(GR-29N-05-002-02 ID)

Premium Refund - In the event the Policy terminates, unused uncollected premiums will be refunded on a pro-rata basis to the beginning of the next monthly billing cycle at the time coverage ended.

If the coverage under the Policy remains active, We will not have to refund any premium, even if the Policyholder paid the premium in error, for a period prior to:

- The first day of the policy year in which We receive proof that the refund should be made; or
- The date 3 months before We receive proof that the refund should be made, if this produces a larger refund.

Fees and Assessments. In addition to the Premium, We may charge the following fees and require the Policyholder to pay or reimburse Us for the following assessments. Any such fees and assessments are due on the Premium Due Date as determined by Us:

- We may charge an installation fee upon initial installation of coverage or any significant change in installation (e.g., a significant change in the number of employees or a change in the method of reporting employee eligibility to Us). A fee may also be charged upon initial installation for any custom plan set-ups.
- We may charge a billing fee may be added to each monthly Premium bill. The billing fee may include a fee for the recovery of any surcharges for amounts paid through credit card, debit card or other similar means.
- We may charge a reinstatement fee pursuant to the Termination provision.
- We may charge a conversion fee may be charged in connection with each employee or dependent electing conversion coverage. The conversion fee may be charged monthly based upon the number of covered persons electing conversion coverage during the previous month.
- A fee may be charged in connection with a check returned due to insufficient funds.
- We may require the Policyholder to pay or reimburse Us for fees and special assessments required for high risk pools and other state programs.

The initial monthly Fees Rates are set forth in the Schedule of Premiums and Fees.

Grace Period. The "Grace Period" means the 31 consecutive day period immediately following the Premium Due Date. The Policy will remain in force during the Grace Period. If We have not received all Premiums and fees due by the end of the Grace Period, this Policy will automatically terminate at the end of the Grace Period.

Payment of Premiums and Fees. The Policyholder will pay premiums and fees by the Premium Due Date. Payment occurs when we receive good funds. They must be paid at Our home office or its authorized agent.

If We do not receive payment by the Premium Due Date, the Policyholder shall pay Us interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate may be up to 1 1/2% per month for each month; or partial month; the balance remains unpaid. We may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.

Premium Waiver (Applicable to Large Groups only)

Payment of Premiums

Notwithstanding any provision in the Policy to the contrary, one month's billed premium may be waived during any policy term for a Policyholder meeting Our underwriting criteria specific to premium waivers. As part of the underwriting criteria, the factors We consider include but are not limited to the creditworthiness of the policyholder, the length of the policyholder's relationship with Us or prior carriers, and availability of prior claims data. We shall apply any premium waiver in a non-discriminatory manner among policyholders who meet Our underwriting criteria.

If, after that month's premium has been billed, employees are added to or removed from plan coverage for that month of coverage, the premium waiver will not apply for those employees and additional premium will be due or credited, as applicable.

Termination

If the Policy is terminated within 12 months of the Policyholder's original Policy Effective Date, then We may require Policyholder to pay back the premium so waived. In that event, We will notify Policyholder on at least 10 days prior notice of the Premium Due Date for such premium.

(GR-29N-05-03-04)

Changes in Premium. We may also change the Premium rates and fees effective as of any Premium Due Date upon 30 days prior written notice to the Policyholder. However, no such adjustment will be made during the Initial Term except:

- when there is significant change in factors bearing a material impact on the risk assumed by **Aetna**; or
- to reflect changes in any law or regulation that applies or a judicial decision having a material impact on the cost of providing Coverage.

Retroactive Adjustments. We may, at Our discretion, make retroactive adjustments to the Policyholder's billings for the coverage termination of persons not posted to previous billings. However, the Policyholder may only receive a maximum of 2 month's credit for terminations that occurred more than 60 days before the date the Policyholder notified Us of the termination. We may reduce any such credits by the amount of any payments We may have made on behalf of such persons before We were informed their coverage had been terminated. Retroactive additions will be made at Our discretion based upon eligibility guidelines stated in the Certificate, and are subject to the payment of all premiums that apply.

Notwithstanding the foregoing, We will not make a retroactive adjustment for any covered person who has paid the required premium contribution. When retroactive terminations are submitted by the Policyholder, or on the Policyholder's behalf, We will regard the submission as proof that the required Premium contribution was not paid by the person(s) for that period.

Premiums and Fees (Continued)

Schedule of Premiums and Fees.

The current premium rates for all of the Accident and Health Coverages provided under this policy are on record with both Aetna and the Policyholder.

Responsibilities of the Policyholder (GR-29N-06-001-02 H)

Records. The Policyholder will furnish to Us such information as We may reasonably require to administer this Policy. This will occur on a monthly basis or as otherwise required. This data may be on our form or by fax. It may also be on such other form or means as We may reasonably approve. This includes, but is not limited to:

- Data needed to enroll the Policyholder's covered persons and their dependents;
- Process terminations;
- Effect changes in family status; and
- Transfer of employment of covered persons.

The Policyholder represents that all enrollment and eligibility information that has been; or will be; supplied to Us is correct. The Policyholder acknowledges that We can; and will; rely on such enrollment and eligibility data to determine whether a person is eligible for coverage under this Policy. To the extent such data is supplied to Us by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such data in the same format. This includes:
 - Evidence of coverage elections;
 - Evidence of eligibility;
 - Changes to such elections; and
 - Terminations.
- Records must be kept for at least seven years or until the final rights and duties under this Policy have been resolved.
- Make such data available to Us upon request.
- If it applies, obtain from all covered persons and their dependents a, "*Disclosure of Healthcare Information*" authorization in the form currently being used by Us in the enrollment process (or such other form as We may reasonably approve).

We will not be liable to covered persons for the fulfillment of any obligation prior to information being received in a form which We will accept. For the purpose of termination of coverage under this Policy, the Policyholder must notify Us of the date in which:

- a covered person's status, or employment, ceases; or
- a dependent loses eligibility under the Plan;

within 15 business days of the event. Subject to any law that applies, unless otherwise provided in the Certificate, We will consider a covered person's employment to continue until stopped by the Policyholder.

The Policyholder must notify persons of the termination of the Policy in compliance with all laws that apply. However, We reserve the right to notify covered persons of termination of the Policy for any reason. This includes non-payment of premium. The Policyholder shall provide written notice to covered persons of their rights when coverage stops.

The Policyholder must notify Us when a request for retroactive termination is a result of a covered person:

- performing an act; practice; or omission that constitutes fraud; or
- making an intentional misrepresentation of material fact as prohibited by the Certificate.

Access. Make payroll and other records directly related to a covered person's coverage under this Policy available to Us for inspection. This will occur:

- upon reasonable advance request;
- at Our expense;
- at the Policyholder's office; and
- during regular business hours.

This provision shall survive termination of this Policy.

Forms. Distribute materials to persons regarding enrollment and coverage features. This includes Certificates as described in the Certificates provision of the Policy Section 7; *General Provisions*.

Policies and Procedures; Compliance Verification. Comply with all policies and procedures established by Us in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Our participation and contribution requirements. The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under any law or regulation that applies.

Continuation Rights and Conversion. Notify all eligible covered persons of their right to continue coverage pursuant to the continuation provisions in the Certificate and any law that applies; and provide notification to each covered person after termination of coverage of their conversion right. This includes:

- A description of plans available;
- Premium Rates; and
- Application forms.

Responsibilities of the Policyholder (Continued) (GR-29N-06-002-01)

The Summary of Benefits and Coverage (SBC) and Notices of Material Modifications (as required under Federal Law). The Policyholder agrees to the following:

Distribution of the Summary of Benefits and Coverage and Notices of Material Modifications. The Policyholder agrees to distribute and deliver to its employees and their dependents the *Summary of Benefits and Coverage* and *Notices of Material Modifications*, as they apply, in accordance with the:

- delivery;
- timing; and
- trigger;

rules under federal law and regulation.

Certification of Compliance. The Policyholder agrees to certify to Us on an annual basis or upon Our request, that the Policyholder has provided and will provide the *Summary of Benefits and Coverage* and *Notices of Material Modification*, as they apply, to its employees and their dependents, consistent with the delivery, timing and trigger rules under federal law and regulation. The Policyholder agrees to submit such certification related to its responsibilities for distribution of the *Summary of Benefits and Coverage* and *Notices of Material Modification* within 30 calendar days of Our request.

The Policyholder shall, upon Our request and within 30 calendar days, submit information or proof to Aetna related to its responsibilities for distribution of the *Summary of Benefits and Coverage* and *Notices of Material Modification*, in a form that We will accept, that it continues to meet the rules related to the delivery, timing and triggers of the *Summary of Benefits and Coverage* and *Notices of Material Modification* rules, as they apply.

Termination (GR-29N-07-01-02 HD)

Termination by Policyholder. This Policy, or any coverage included may be terminated by the Policyholder. The Policyholder may terminate this Policy as to all or any class of its employees. Aetna must be given written notice. The notice must state when such termination shall occur. It must be a date after the notice. It shall not be effective during a period for which a premium has been paid to Us for the coverage.

Termination by Us. This Policy will terminate as of the last day of the Grace Period if the Premium remains unpaid at the end of the Grace Period as described in the *Grace Period* provision under the *Premiums and Fees* section and is subject to the terms of any laws or regulations.

In addition, We may terminate this Policy as to any or all coverage, other than the Health Expense Coverage, of all or any class of employees or dependents of any one or more member employers by giving prior written notice to the Policyholder of when it will terminate. The date shall not be earlier than 31 days after the date of the notice unless it is agreed to by the Policyholder and Us.

As used in this section: "Health Expense Coverage" means:

- Comprehensive Medical Plan;
- Major Medical Plan;
- Prescription Drug Plan;
- Basic Hospital Plan;
- Basic Medical Plan;
- Limited Medical Plan; and
- Comprehensive Hearing Benefits.

But does not include:

- Basic Dental Plan;
- Comprehensive Dental Plan;
- Comprehensive Vision Benefits; and
- DMO Dental.

This Policy may also be terminated by Us as follows:

- Immediately upon notice to Policy if the Policyholder has performed any act or practice that constitutes fraud or made any intentional misrepresentation of a material fact relevant to the coverage provided under this Policy;
- Upon 30 days written notice to the Policyholder if the Policyholder breaches a provision of this Policy and such breach remains uncured at the end of the notice period;
- Upon 30 days written notice to the Policyholder if the Policyholder ceases to meet Our requirements for an employer group as defined under applicable state law or regulation;
- Upon 30 days written notice to the Policyholder if the Policyholder: (i) fails to meet Our contribution or participation requirements applicable to this Policy (which contribution and participation requirements are available upon request); (ii) fails to provide the certification required by the Policies and Procedures; *Compliance Verification* provision under Section 4 within a reasonable period of time specified by Us; or (iii) changes its eligibility or participation requirements without Our consent;
- Upon 90 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer the product line to which the Policy relates; Notice shall be provided at least 3 working days prior to providing notice to affected employers;

Termination By Us. (Continued)

- Upon 180 days written notice to the Policyholder (or such shorter notice as may be permitted by applicable law, but in no event less than 30 days) if We cease to offer coverage in a market in which persons covered under this Policy reside; or

If the Policy terminates for any reason, the Policyholder will continue to be held liable for all Premiums and fees due and unpaid before the termination, including, but not limited to, Premium payments for any period of time Policy is in force during the Grace Period. Covered persons shall also remain liable for their cost sharing and other required contributions to coverage for any period of time Policy is in force during the Grace Period. We may recover from the Policyholder Our costs of collecting any unpaid Premiums or fees, including reasonable attorneys' fees and costs of suit.

Non-Renewal. We may request from the Policyholder, a written indication of their intention to renew or non-renew a Policy at any time during the final three months of any policy year. If the Policyholder fails to reply to such request within two weeks of their receipt of the request; or 15 days prior to the renewal date, whichever is later; then upon Aetna's written notice to the Policyholder, all or a part of the Policy shall be deemed to terminate automatically as of the end of the policy year. Similarly, upon Our written confirmation to the Policyholder, We may accept an oral indication by the Policyholder; or its agent or broker of intent to non-renew as the Policyholder's notice of termination of all or a part of the Policy effective as of the end of the policy year.

Effect of Termination. No termination of this Policy will relieve either party from any obligation incurred before the date of termination. When terminated, this Policy and all coverage provided hereunder will end at 12:00 midnight on the effective date of termination. Upon termination, We will provide employees and their dependents with Certificates of Creditable Coverage which will show evidence of their prior health coverage under this Policy for a period of up to 18 months prior to the loss of coverage.

We may, at Our sole discretion, reinstate terminated coverage provided any past due premium and reinstatement fees are paid.

Notice to employees. It is the responsibility of the Policyholder to notify employees of the termination of the Policy in compliance with all applicable laws. However, We reserve the right to notify employees of termination of the Policy for any reason, including non-payment of Premium. In accordance with the Certificate, the Policyholder shall provide written notice to employees of their rights upon termination of coverage.

Independent Contractor Relationships (GR-29N-08-001-01)

Relationship Between Us and Network Providers. The relationship between Us and Network Providers is a contractual relationship among independent contractors. Network Providers are not agents or employees of Us nor are We an agent or employee of any Network Providers.

Network Providers are solely responsible for any health services rendered to their patients. We make no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any Physician, Dentist, Hospital or other Network Providers. Providers provide health care diagnosis, treatment and services for employees and their dependents covered under this Policy. We administer and determine plan benefits.

Relationship Between the Parties. The relationship between the Parties is a contractual relationship between independent contractors. Neither Party is an agent or employee of the other in performing its obligations pursuant to this Policy.

Independent Contractor Relationships Indemnification (GR-29N-08-002-01)

Indemnification: *As relating to the Summary of Benefits and Coverage & Notices of Material Modifications; as required under Federal law.*

The Policyholder agrees to indemnify and hold Us harmless for Our liability (as determined by either state or federal regulatory agencies; boards; or other governmental bodies) that was directly caused by the Policyholder's:

- negligence;
- breach of this Policy;
- breach of state or federal laws that apply; or
- willful misconduct;

and the act was related to, or arose out of, the Policyholder's obligation and role for the delivery of the *Summary of Benefits and Coverage* and *Notices of Material Modification*, as they apply, to its employees, and their dependents, in accordance with the:

- delivery;
- timing; and
- trigger;

rules under federal law and regulation.

General Provisions (GR-29N-09-01-01)

Policy. The entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- The attached Certificate(s); and
- Any riders, endorsements, insert attachments or amendments to this Policy or Certificate.

Certificates. Our method of providing the Policyholder with Certificates will be electronic. But We will provide a supply of paper copies to the Policyholder upon request. The Policyholder shall make available or distribute the Certificates to each insured employee. The insurance in force will be set forth in the Certificate. Statements as to whom benefits are payable will appear. Any applicable Conversion Privilege will also be described.

Policies and Procedures. We have the right to adopt reasonable policies, procedures, rules, and interpretations of this Policy and the Certificate in order to promote orderly and efficient administration.

Policy Changes. This Policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This Policy may also be amended by Us:

- With 30 days written notice to the Policyholder; or
- By written agreement between Us and the Policyholder.

The consent of any employee or other person is not needed. All agreements made by Us are signed by an authorized executive officer of **Aetna**. No one other than an authorized officer of **Aetna** may change or waive any of the Policy terms or make any agreement binding Us.

The Policyholder will not have to give written agreement of a change in the Policy if:

- The Policyholder has asked for the change and We have agreed to it.
- The change is needed to correct an error in the Policy, including any Certificate issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Us and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.

(GR-29N-09-02-01)

Delegation and Subcontracting. The Policyholder acknowledges and agrees that We may enter into arrangements with third parties to delegate functions hereunder such as utilization management, quality assurance and provider credentialing, as We deem appropriate in Our sole discretion and as consistent with applicable laws and regulations. The Policyholder also acknowledges that Our arrangements with third party vendors (e.g. pharmacy, behavioral health) are subject to change in accordance with applicable laws and regulations.

Prior Agreements; Severability. As of the Effective Date, this Policy replaces and supersedes all other prior

agreements between the Parties as well as any other prior written or oral understandings, negotiations, discussions or arrangements between the Parties related to matters covered by this Policy or the documents incorporated herein. If any provision of this Policy is deemed to be invalid or illegal, that provision shall be fully severable and the remaining provisions of this Policy shall continue in full force and effect.

Clerical Errors. A clerical error in keeping records; or a delay in making an entry; will not alone decide if insurance is valid. An equitable adjustment in premiums will be made when the error or delay is found. If the clerical error affects the existence or amount of insurance, the facts as determined by Us will be used to decide if insurance is in force and its amount. We may also modify or replace a Policy, Certificate or other document issued in error.

(GR-29N-09-03-01)

Administrative Matters. We have complete discretionary authority to review all denied claims for benefits under this Policy. This includes, but is not limited to, the denial of certification of the **medical necessity** of hospital or medical treatment. In performing its review, We shall have discretionary authority to determine whether and to what extent employees and beneficiaries are entitled to benefits; and construe any disputed or doubtful terms of this Policy.

We shall be deemed to have properly exercised such authority unless We abuse our discretion by acting arbitrarily and capriciously. We have the right to adopt reasonable policies, procedures, rules; and interpretations of this Policy to promote orderly and efficient administration.

The Policyholder shall be responsible for making reports and disclosures required by law or regulation. This includes the distribution of Certificates and disclosures prepared by Us.

Misstatements. If any fact as to the Policyholder or any employee or dependent is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder or an employee shall be deemed representations and not warranties. No written statement made by an employee shall be used by Us in a contest unless a copy of the statement is or has been furnished to the employee or his beneficiary, or the person making the claim.

Our failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.

Incontestability. *(GR-29N-09-03-01)*

As to Accident and Health Benefits. Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or any employee or dependent shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by the Policyholder shall be the basis for voiding this Policy after it has been in force for 2 years from its effective date.
- No statement made by an eligible employee or dependent shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.

Assignability. No rights or benefits under this Policy are assignable by the Policyholder to any other party unless approved by Us.

Waiver. Our failure to implement, or insist upon compliance with, any provision of this Policy or the terms of the Certificate incorporated hereunder, at any given time or times, shall not constitute a waiver of Our right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of Premiums or benefits. This applies whether or not the circumstances are the same.

Notices. Any notice required or permitted under this Policy shall be in writing and shall be deemed to have been given on the date when delivered in person; or, if delivered by first-class United States mail, on the date mailed, proper postage prepaid, and properly addressed to the address set forth in the face page of the Policy, or to any more recent address of which the sending party has received written notice or, if delivered by facsimile or other electronic means, on the date sent by facsimile or other electronic means.

Third Parties. This Policy shall not confer any rights or obligations on third parties except as specifically provided herein.

Non-Discrimination. In the management of this Policy, the Policyholder and the Member Employers:

- Will make no attempt, whether through differential contributions or otherwise, to encourage or discourage enrollment in the coverages provided by the Policy based on health status or health risk; and
- Will act so as not to discriminate unfairly between persons in like situations at the time of the action.

We can rely on such action and will not have to probe into the details.

Use of Our Name and all Symbols, Trademarks, and Service Marks. We reserve the right to control the use of Our name and all symbols, trademarks, and service marks presently existing or subsequently established. The Policyholder agrees that it will not use such name, symbols, trademarks, or service marks in advertising or promotional materials or otherwise without Our prior written consent and will cease any and all usage immediately upon Our request or upon termination of this Policy.

Workers' Compensation. The Policyholder is responsible for protecting Our interests in any Workers' Compensation claims or settlements with any eligible individual. We shall be reimbursed for all paid medical expenses which have occurred as a result of any work related **injury** that is compensable or settled in any manner.

On or before the Effective Date of this Policy and upon renewal, the Policyholder shall submit proof of their Workers' Compensation coverage or an exclusion form which has been accepted by the applicable regulatory authority governing Workers' Compensation. Upon Our request, the Policyholder shall also submit a monthly report to Us listing all Workers' Compensation cases. Such list will contain the name, social security number, date of loss and diagnosis of all applicable eligible individuals.

Employee Additions. The Policyholder may add employees and their eligible dependents to the originally insured employee group according to the terms of the policy.

Legal Action. The following information does not apply to life insurance. No legal action can be brought to recover payment under any benefit after 3 years from the deadline for filing claims. We will not try to reduce or deny a benefit payment on the grounds that a condition existed before an insured's coverage went into effect, if the loss occurs more than 2 years from the date coverage commenced. This will not apply to conditions excluded from coverage on the date of the loss.

On behalf of the Group, I accept the rates and terms as outlined.

Authorized Group Administrator:

Printed Name:

Date:

Brian C. Blad

APPROVED BY LEGAL

Date 9/8/14 Atty B. J. Lee

Comments _____

AGENDA

ITEM

NO. 11

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2016, between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "CITY", and the Fraternal Order of Police, Portneuf Valley Fraternal Order of Police Local Lodge #13, hereinafter referred to as the "UNION".

ARTICLE 1 – PURPOSE AND WARRANTY OF AUTHORITY

The purpose of this Agreement is to promote and improve relations among the CITY and the UNION; to establish a formal understanding relative to all negotiated conditions of employment as provided for in this Agreement; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

The parties signing this Agreement on behalf of the CITY and the UNION respectively declare they are executing this Agreement by the authority granted them from their respective bodies, and are acting in good faith with the intent to bind the respective parties and fully perform the Agreement.

It is also agreed that where there are clear differences in the wording and the text of the Collective Bargaining Agreement, Pocatello Police Department Standard Operating Procedures, and the Personnel Policy Handbook, the Collective Bargaining Agreement shall supersede. However, all parties at the time of the contracting should make every effort to point out differences so that the Collective Bargaining Agreement, Police Department Standard Operating Procedures, and the Personnel Policy Handbook are not in conflict.

ARTICLE 2 – UNION RECOGNITION

The CITY recognizes the UNION as the sole and exclusive bargaining agency for all employees in the Police Department, excluding the Chief of Police, Police Major, and Police

Captains, and Police Lieutenants for the purpose of negotiating wages, rates of pay, working conditions, and all other terms and conditions of employment.

ARTICLE 3 – UNION UNIFORM MONTHLY SERVICE CHARGE

Upon authorization of the employee, the CITY agrees to deduct uniform monthly service charges in amounts specified by the authorized officer of the UNION from the pay of Bargaining Unit employees, until authorization is revoked. The CITY further agrees to remit those amounts monthly to the Secretary-Treasurer of the UNION by the fifteenth (15th) day of the following month.

ARTICLE 4 – UNION BUSINESS

Section 1. Bargaining Unit employees elected or duly appointed to local Union office, shall be granted reasonable time in which to perform UNION functions, including pension meetings, in-city union meetings and Personnel Committee meetings. Leave for UNION functions outside the City covering normal duty hours shall be granted by the Chief of Police providing it does not adversely affect continued public service. On-duty members serving on a committee or performing other UNION business are expected to adjourn sessions if needed for actual police duties. Off-duty personnel committee members (shop stewards) will receive compensatory time for attending meetings with the Chief of Police concerning UNION and Department issues.

Section 2. It shall be the responsibility of the UNION to provide the CITY with a current list of Shop Stewards.

Section 3. UNION representative(s) shall be allowed access to all facilities of the City wherein the employees covered by this agreement may be working for the purpose of representation as long as it does not interfere with the normal work process.

ARTICLE 5 – DISCRIMINATION

The CITY agrees not to discriminate against any employee for his/her activities on behalf of, or membership in, the UNION.

It is the policy, intent and purpose of both the CITY and the UNION that there should be no discrimination as between employees with respect to compensation, terms, conditions or privileges of employment on account of race, color, religion, sex, age, sexual orientation, gender identity, national origin, marital status or sensory, physical or mental disability in accordance with State and Federal regulations.

ARTICLE 6 – COMPENSATION

Section 1. Field Training Officer/Communication Training Officer – Additional Pay. Field Training Officers and Communication Training Officers will be paid thirty-five dollars (\$35.00) per day while engaged in training a new employee.

Section 2. K-9 Officers will be paid for thirty (30) minutes each day at the rate of one and one-half (1½) times their regular rate of pay for care and maintenance of the police dog.

Section 3. Step-Up Pay. Any Sergeant who is assigned the responsibilities and duties of a Lieutenant for three of the four workdays in a work week shall receive step up pay equivalent to the rank of Lieutenant first step on the pay scale.

Any Corporal who is assigned the responsibilities and duties of a Sergeant for three of the four workdays in a work week shall receive step up pay equivalent to the rank of Sergeant first step on the pay scale.

Step up pay is only paid for time actually worked in the step-up grade.

Section 4. Shift Differential.

Any member of the Bargaining Unit who works what is deemed to be the "Mid-Day Cover Shift" usually described as working 1100-2100, will be paid fifteen cents (\$.15) per hour shift differential.

Any member of the Bargaining Unit who works what is deemed to be the "Swing or Afternoon Shift" will be paid forty cents (\$.40) per hour shift differential.

Any member who works what is deemed to be the "Midnight Shift" will be paid sixty eight cents (\$.68) per hour shift differential. This provision does not include holdovers from a previous shift or overtime consecutive to a shift.

Section 5. Court Time Pay. This provision applies to all members of the Bargaining Unit. The CITY will pay off-duty members one and a half (1.5) hour for prep time at the regular rate of pay for any morning court appearance(s) and one and a half hour (1.5) of preparation time at the regular rate of pay for any afternoon court appearance(s) plus a minimum of two (2) hours at the regular rate of pay for each court appearance at which an officer is called to testify that is not canceled by 1800 hours the day prior. Off-duty members not notified by 1800 hours the day prior to a scheduled court appearance, but notified of cancellation prior to reporting to court, will be paid two (2) hours prep time at straight-time rates.

Compensation to on-duty employees shall be at the individual's straight-time rate of pay for court appearance time. No employee shall be allowed to apply for or receive court-paid witness fees for Bannock County court appearances.

Section 6. Certification Incentives - Dispatch. This provision applies to all members of the Bargaining Unit who hold a dispatch certificate and are able to assist and work in

dispatch as the need arises, this requires a current EMD card and any other required certifications being current. The incentive amount is paid annually in a lump sum on the first payroll in April in the fiscal year following attainment of that level for the duration of this contract.

Dispatch Level II	\$150.00
Dispatch Level III	\$300.00
Dispatch Advance Level	\$450.00

Employees possessing a certificate at any of the above levels at the time of hire shall be compensated at a rate one step higher in pay than the beginning pay step for that position, regardless of which certificate they hold.

Section 7. Education Incentive. This provision applies to all members of the Bargaining Unit.

1. The following education incentive amounts will be paid in a lump sum on the first payroll in November in the fiscal year following attainment of that degree for the duration of this contract. Compensation is paid only for the highest degree held.

2 year vocational certificate	\$125.00
A.A. Degree	\$125.00
B.A. /B.S. Degree	\$250.00
Masters Degree	\$350.00

2. Tuition reimbursement is available to all members of the Bargaining Unit in accordance with the City's Education Program.
3. Qualification: Full time employees for at least one (1) year prior to commencement of classes. A maximum of \$3,000.00 per year is allowable for courses and books required for an undergraduate degree, courses and books required for certifications, or courses and books related to a member's current job. A maximum of \$5,000.00 per year is allowable for courses and books required for an advanced degree.

Reimbursement is subject to departmental pre-approval, to the employee receiving a grade of “Pass” or “C” or better for vocational, undergraduate, certification, or a “Pass” or “B” or better for graduate study.

4. Employees may supplement education benefits provided by the CITY with other funding sources such as Veteran’s benefits or scholarships; however, only if there is no personal financial gain. Additional funding sources must be disclosed when requesting education benefits.

Section 8. Physical Fitness Incentive. Each member of the Bargaining Unit will be compensated \$125.00 each time they achieve a score of 75 points or greater per the Idaho POST physical testing scoring methodology. The test is voluntary and has no effect on an individual’s performance evaluation.

The test is offered twice each year and the individual can take the exam each time it is offered. Compensation earned through meeting the required point level will be paid in the first payroll in November and May following the individuals passing the test.

Section 9. Sworn Officer Classification Definitions.

<u>CLASSIFICATION</u>	<u>TIME IN JOB REQUIREMENT</u>	<u>PERFORMANCE REQUIREMENT</u>	<u>POST CERTIFICATION REQUIREMENT</u>
Police Officer 3rd Class	N/A	Successfully passed Field Training Program at the Pocatello Police Department	N/A
Police Officer 2 nd Class	Complete Probation period of 1 Year from Date of Hire	Acceptable rating in all evaluation categories on all evaluations during 12 months immediately preceding date of reclassification	Basic

<u>CLASSIFICATION</u>	<u>TIME IN JOB REQUIREMENT</u>	<u>PERFORMANCE REQUIREMENT</u>	<u>POST CERTIFICATION REQUIREMENT</u>
Police Officer 1 st Class	Twelve months as a Police Officer 2 nd class	Acceptable rating in all evaluation categories on all evaluations during 12 months immediately preceding date of reclassification	Basic
Master Patrol Officer	Five years of police service, at least three years of the five as a police officer for the City of Pocatello; two years as Police Officer 1st class	Acceptable rating in all evaluation categories on all evaluations during 12 months immediately preceding date of reclassification	Intermediate
Corporal/Detective	Five years of police service, at least three years of the five as a police officer for the City of Pocatello; two years as Police Officer 1st class	No unacceptable evaluations and more than 1 evaluation with a needs improvement rating in the 24 months immediately preceding the promotion	Intermediate
Master Corporal/Detective	Three years as Corporal/Detective	Acceptable rating in all evaluation categories on all evaluations during 12 months immediately preceding date of reclassification	Advanced
Sergeant	Three years as Corporal/Detective	No unacceptable evaluations and more than 1 evaluation with a needs improvement rating in the 24 months immediately preceding the promotion	Advanced

<u>CLASSIFICATION</u>	<u>TIME IN JOB REQUIREMENT</u>	<u>PERFORMANCE REQUIREMENT</u>	<u>POST CERTIFICATION REQUIREMENT</u>
Master Sergeant	Three Years as Sergeant	Acceptable rating in all evaluation during 12 months immediately preceding date of reclassification	Advanced and Supervisor POST certifications and 32 College credits
Lieutenant	Three Years as Sergeant	No unacceptable evaluations and more than 1 evaluation with a needs improvement rating in the 24 months immediately preceding the promotion.	Advanced and Supervisor POST certificates. And 32 College credits
Captain	Three Years as a Lieutenant	No unacceptable evaluations and more than 1 evaluation with a needs improvement rating in the 24 months immediately preceding the promotion	POST management certificate and have at least 64 college credits
Major	Must be Captain rank	No unacceptable evaluations and more than 1 evaluation with a needs improvement rating in the 24 months immediately preceding the promotion	Must possess at least a Bachelor's degree

Section 10. School Resource Officers.

1. This Provision applies to the Support Services Division, D.A.R.E Officers and School Resource Officers holding those positions during the 2015-2016 school year.
 - A. Officers assigned to the Community Services Division as specified above shall be paid at a rate equivalent to the Pocatello Police Department Corporal rank.
 - B. Overtime worked on duties specific to SRO shall be compensated for in the form of compensatory time off (comp time) accrued at time and one-half for

all hours so worked. Sick leave hours are not considered time worked for the purpose of computing overtime.

C. Overtime worked on duties not specific to SRO may be compensated by overtime pay or comp time, at the officers' discretion. Sick leave hours are not considered time worked for the purpose of computing overtime.

D. Comp time off shall be taken, to the extent possible, only when school is not in session.

2. This Provision applies to all D.A.R.E Officers or School Resource Officers who replace current officers in the 2016-2017 school years and beyond.

A. Officers assigned to the Community Services Division as specified above shall be paid at their current rank.

B. Overtime worked on duties specific to SRO shall be compensated for in the form of compensatory time off (comp time) or Overtime accrued at time and one-half for all hours so worked. Sick leave hours are not considered time worked for the purpose of computing overtime.

Section 11. Fraternal Order of Police Legal Defense Fund. The CITY will pay 25% of the insurance premiums due for those members of the Bargaining Unit who elect to participate in the Fraternal Order of Police Legal Defense Fund.

Section 12. Workers' Compensation. Employees unable to work due to a job-related injury or illness will continue to receive their full salary and benefits, provided they sign over their Worker's Compensation check to the CITY. If the employee is limited by the injury and unable to perform all job duties, the employee is responsible for seeking permission from the physician to work light duty. The employee's supervisor and department head will determine if

temporary light duty work is available based on the restrictions determined by the physician on the treatment report. Temporary reassignment to a department may be given, with preference to the Police Department, and may include a change in the employee's regular duties. Refusal to accept available light duty work may be cause to discontinue worker's compensation benefits and will be subject to disciplinary action from the CITY.

Section 13. Bilingual Pay Incentive Program. The UNION agrees to the CITY of Pocatello bilingual pay incentive program eligibility, responsibilities of participation in the program, selection of program participants, benefits amounts, method of payment and program administration. Those eligible to participate will receive \$300.00 on the first payroll check of April.

Section 14. Pay Grade Changes. Each sworn member of the Bargaining Unit will be placed on the compensation matrix below pursuant to their current rank and seniority and be paid pursuant to such adopted compensation matrix.

<i>current payscale</i>		1	2	3	4	5
17S	3rd Class	\$21.300				
18S	2nd Class	\$22.37				
19S	1st Class	\$23.48	\$24.07	\$24.67		
20S	Master Patrol			\$25.91		
21S	Corporal / Detective	\$27.20	\$27.88	\$28.58		
22S	Master Corporal / Detective			\$30.01		
23S	Sergeant	\$30.91	\$31.68	\$32.47	\$32.96	\$33.45
24S	Master Sergeant				\$34.46	
26P	Lieutenant	\$36.18	\$37.08	\$38.01	\$38.58	\$39.16
29P	Captain	\$40.14	\$41.14	\$42.17	\$42.80	\$43.45

30P	Major			\$44.53	\$45.20	\$45.88
33P	Chief	\$47.02	\$48.20	\$49.41	\$50.15	\$50.90

Section 15. Add Pay. With the removal of the employees current longevity and retention bonus, the CITY will institute an “add pay line” to those employees whose annual pay will be less than their FY2016 annual compensation.

ADD PAY will be computed by taking the FY2016 annual salary, FY2016 annual longevity, FY2016 retention bonus values and subtracting from that the agreed upon annual pay and dividing the difference into the 26 pay periods in the following year.

This add pay line will continue to be implemented until the employee separates from the CITY, receives pay raises or promotions that brings the employee to a zero sum.

Section 16. On Call Pay. In accordance with City Policy Manual Section C, Item X, the scheduled Detective to be “on call” for the weekend shall receive two hours pay at the straight time rate for each 24 hour period, while on call even if he/she is not called out. If a Detective is called out to work, he/she will receive the appropriate call out pay for that 24 hour period instead of the on call pay. The on call individual shall remain within 30 minutes of Pocatello unless otherwise approved by the Chief of Police.

Section 17. Physical Training and Recreation. All employees are allotted two hours per 40 hour work week of physical fitness time on duty. Sworn members shall take this in two 1 hour blocks as manpower permits. Non-sworn members may take this in 30 minute blocks with authorization from their immediate supervisor. This time does not accumulate if it is not available to a member during their 40 hour week.

ARTICLE 7 – WORK PERIOD AND OVERTIME PAY

Section 1. Work Period for Sworn Personnel. The FLSA 207(k) work period shall be defined as fourteen (14) days for the purpose of computing overtime.

Section 2. Work Schedule for Sworn and Non-Sworn Personnel. Work shifts may be modified when necessary to provide for adequate police staffing and coverage as a result of, but not limited to, staffing losses and emergencies. Refer to PPD policy 206.5.1 Department Mobilization Plan.

Section 3. Overtime Pay for Sworn Personnel. This provision applies to all non-exempt members of the Bargaining Unit. Overtime shall be paid for hours actually worked over 80 in the fourteen (14) day work period. Sick leave is not considered time worked for the purpose of determining overtime hours. Management shall not mandate directed time off for the purpose of avoiding use of overtime that is the result of unplanned and unexpected work duty.

Section 4. Overtime Pay for Non-Sworn Personnel. This provision applies to all non-exempt non-sworn members of the Bargaining Unit. Overtime shall be paid after working forty (40) hours in one seven-day workweek. Overtime pay shall be paid at time and one-half of the straight-time hourly rate for all such overtime hours worked. Sick leave is not considered time worked for the purpose of computing overtime. Management shall not mandate directed time off for the purpose of avoiding use of overtime that is the result of unplanned and unexpected work duty.

Section 5. Compensatory Time for Sworn and Non-Sworn Personnel. Overtime may be compensated with compensatory time at the same time and one-half rate. This compensatory time may accrue up to no more than one hundred and twenty (120) hours.

Compensatory time may not accrue with time is being paid through outside money such as grants. Compensatory time may only be utilized when staffing allows.

Section 6. Travel. Out of County travel for Department business or approved training shall be compensated as follows:

1. Lodging.
 - A. In the event that the training program provides lodging as part of the program the employee shall not be compensated for lodging outside of that provided by the program. Staying in private lodging shall be at the sole expense of the employee;
 - B. The Department agrees to pay a total of \$100.00 per room night for lodging. In the event that the cost of a single room is \$100.00 or less each employee can have a single room, if sufficient rooms are available. If lodging costs are greater than \$100.00 the Department may require two occupants per room, except for dog handlers traveling with their dogs. In that event they will be provided a private room. An employee may request a private room by paying all amounts above the amount agreed to be paid by the Department hereunder.
2. Per Diem. Employees will be paid the normal City of Pocatello Per Diem rates.
3. Travel Time.
 - A. Air travel: Employees will be paid their normal rate when traveling by air during the time that they are scheduled to work their normal shift. In the event the travel time occurs during an off shift time they will be compensated through the use of a travel time compensation bank. Each

employee will have the travel hours incurred credited, at straight time, to a compensation time account separate from their normal compensatory time account. The employee shall have the right to utilize such time only during the calendar year it is earned. There is no right for such time to be carried over to the next calendar year except when the compensation is earned during the month of December. In that event the hours earned during December can be carried forward at the request of the employee.

B. Vehicle Travel: The employee charged with driving to the out of town business or training shall be paid in the normal course. All passengers shall not be paid unless the travel is during their normal shift time. In the event that the travel is not during the employee's normal shift they will be compensated through the travel compensation account set out above.

4. If travel involves the use of a private vehicle the employee will be reimbursed for mileage pursuant to the normal City of Pocatello rates and procedures.

Section 7. Direct Deposit. Members shall participate in the mandatory payroll direct deposit program. The CITY will direct a member's payroll to a financial institution of the member's choice. A financial institution must be designated within thirty (30) days of hire. This plan shall make the employee's deposit available no later than the normal pay date. Paycheck stubs will accurately itemize and display income and deductions.

Section 8. Military Replacement Compensation. All sworn members of the Bargaining Unit who serve in the National Guard or other Reserve component of the Armed Forces of the United States may request that he/she be paid the difference between his/her

regular salary and the compensation they receive while participating in ordered field training under the following conditions:

1. The field training must be required by the Reserve or Guard component he/she is a member of and the individual must provide a copy of his/her Order's at the time of the request;
2. The request may not apply to weekend, volunteer, or other similar type of regular training;
3. The request is limited to a total of 80 hours of straight time compensation;
4. The individual must provide the City records of the compensation received relating to the training within two (2) weeks of the completion of the training; and
5. The CITY will pay to the individual, as part of the next immediate pay period, the difference between what he/she was paid for training and his/her normal salary.

ARTICLE 8 – STAFFING

1. Special assignments may be made at the discretion of the Chief of Police as defined in departmental policy and individual job descriptions. Special assignments are only applicable to the rank of 2nd Class Officer or above and may include but are not limited to Crime Prevention Officer, School Resource Officer, K-9 Officer, D.A.R.E. Officer, D.U.I. Task Force Officer, Bicycle Officer, C.O.P.S. Officer, and Traffic Officer.
2. All sworn members of the rank 1st Class Officer or above are eligible to hold the following special assignments: SWAT Officer, Hostage Negotiation Team Member, Voice Stress Analysis Officer, Polygraphist, Accident Reconstructionist, Arson Investigator, and Department Instructors.

3. A special assignment is not considered a special privilege for purposes of these rules.

ARTICLE 9 – CLOTHING ALLOWANCE

Section 1. Uniform standards are established by management. The CITY agrees to provide members with uniforms and safety equipment pursuant to the Police Department Operations Policy.

Section 2. In addition to the provided equipment, the CITY agrees to pay uniformed civilian and sworn personnel, including narcotics detectives, \$565.00 in a lump sum payment on the first paycheck of April for uniform and equipment maintenance. The CITY agrees to pay plainclothes sworn officers within the Detective division excluding the Narcotics detectives \$1,053.00 in a lump sum payment on the first paycheck of April for uniform and equipment maintenance. Uniformed civilian half-time personnel will receive one-half (1/2) of the amount uniformed personnel receive for uniform and equipment maintenance.

Section 3. The CITY will provide safety equipment at no cost to the employee. If an employee opts to upgrade the equipment, said employee will pay the difference. All equipment will be inspected and must meet department and federal standards. Weapons modification is not included in this Contract.

Section 4. Issued Equipment and Uniforms.

1. Sworn Members

A. Class A Uniform

1. Department Badge- Silver for Officers and Corporals, gold and silver for Sergeants and all gold for Lieutenants and above.
2. Serving Since Pin- Silver with blue print for Corporals and Officers, gold with blue print for Sergeants and above.
3. Collar Brass- Silver for Corporals and Officers, gold for sergeants and above.
4. Any issued department Medals

5. Blue Sleeve Chevrons- For all members Sergeant and below.
6. Whistle and Snake Chain- Silver for Corporals and Officers, Gold for Sergeants and above.
7. Shoulder Braid- Silver for Corporals and Officers, Gold for Sergeants and above.
8. Uniform Hat and Hat Badge of appropriate color as listed in 1.
9. White Dress Gloves
10. Departmental Pink-Tan Tie- Velcro or clip on (2) each
11. Blue Service Stripes for all members
12. Black Trouser Belt
13. Pink-Tan Uniform Pants- With a blue stripe, (2) each for non-administrative Officers, (4) each for each Administrative Officer.
14. Navy Blue Long-sleeved Uniform Shirt- With American flag on shoulder, department patch, service stripes and chevrons attached (2) each for non-administrative Officers, (4) each for each Administrative Officer
15. Mourning Band

B. Class B Uniform

1. Navy Blue Short-sleeved Uniform Shirt- With American flag on shoulder, department patch, with chevrons attached (2) each for non-administrative Officers, (4) each for each Administrative Officer
2. Black Gloves

C. Class C or Duty Uniform

1. (4) each Tactical long sleeve uniforms with embroidered badge of appropriate color, embroidered name in appropriate color, department patch, Chevrons for Sergeant and below, American flag and embroidered collar brass for lieutenants and above.
2. (4) each Tactical short sleeve uniforms with embroidered badge of appropriate color, embroidered name in appropriate color, department patch, Chevrons for Sergeant and below, American flag and embroidered collar brass for lieutenants and above.
3. (4) Each Tactical Duty Pants

D. Coat

Navy blue coat with an embroidered badge of appropriate color, embroidered name in appropriate color, department patch, Chevrons for Sergeant and below, American flag and embroidered collar brass for Lieutenants and above.

E. Baseball Hat

A baseball cap with an embroidered Badge of appropriate color.

F. Duty Gear

1. Level IIIA soft body armor
2. Rifle Plates, either ceramic or Polycarbonate
3. Black Nylon or Leather Duty Belt
4. Duty Pistol
5. Weapon mounted light for duty pistol
6. Pistol holster with light bearing capabilities
7. 2 handcuffs and carrying cases
8. Flashlight and Flashlight holder
9. 2 way radio and radio carrier
10. 2 pistol Magazines and magazine pouch
11. Expandable baton and carrier
12. Taser and holster
13. Latex gloves and carrying pouch
14. O/C spray and carrying pouch
15. Israeli bandage and tourniquet with carrying holster

G. Detectives

Members assigned to the detectives division shall be issued the above equipment and shall also receive the following.

1. Concealable holster and or shoulder holster
2. Raid Vest and Jacket
3. Small Flashlight

H. Specialized Units

All specialized Units including, IRU, Motorcycle Officers, Bicycle Officers, K-9 and Honor Guard shall be provided equipment as needed to carry out their needed functions.

I. Civilian or Non-Sworn members

Civilians or Non-sworn members required to wear a uniform shall be provided with a department approved uniform for each day of work they are scheduled for during a regular 40 hour work week.

ARTICLE 10 – HOLIDAYS

Section 1. The following is a list of the annual recognized holidays for members of the Bargaining Unit.

New Year's Day	President's Day
Martin Luther King's Birthday	Memorial Day
July 4 th	Labor Day
Veteran's Day	Thanksgiving Day
Day after Thanksgiving	Christmas Day
Employee's Birthday	

Section 2. When an employee is required to work on an official holiday, he/she shall receive pay at the rate of time and one-half (1 ½) for the shift plus take a day off on a different day as scheduling allows. If the holiday falls on a regularly-scheduled day off, the employee will take a day off at a later date. This provision does not apply when employee is required to work on his or her birthday.

Section 3. Holiday Call Out Pay. When an employee is called into work on a holiday listed in Section 1, with the exception of the employee's birthday, the employee shall receive pay at double (2x) rate of normal pay.

ARTICLE 11 – VACATION

Section 1. Eligibility. Vacation benefits begin to accrue when a person becomes a full-time or half-time employee. Vacation shall not accrue for any employee on any kind of leave of absence without pay, suspension without pay, layoff, or when working overtime.

Section 2. Vacation Accrual. Vacation is accrued each pay period. Changes in vacation accruals begin in January of the fiscal year in which an employee's years of service reach the new threshold. Employees currently employed, or hired, on or before September 30, 2006, will accrue vacation pursuant to VACATION SCHEDULE "A."

VACATION SCHEDULE "A"

Years of Service	<u>Full-Time</u>			<u>Half-Time</u>	
	Hours Per Year	Days Per Year	Hours Per Pay Period	Hours Per Year	Hours Per Pay Period
1 through 5	104	(13 Days)	4.000	52	2.000
6 through 10	128	(16 Days)	4.923	64	2.462
11 through 15	152	(19 Days)	5.846	76	2.923
16 through 20	184	(23 Days)	7.077	92	3.539
21 through 25	208	(26 Days)	8.000	104	4.000
26 or more	240	(30 Days)	9.231	120	4.616

For all employees hired, or who commence working, after October 1, 2006, vacation will accrue pursuant to VACATION SCHEDULE "B."

VACATION SCHEDULE "B"

Years of Service	<u>Full-Time</u>			<u>Half-Time</u>	
	Hours Per Year	Days Per Year	Hours Per Pay Period	Hours Per Year	Hours Per Pay Period
1 through 5	104	(13 Days)	4.000	52	2.000
6 through 10	128	(16 Days)	4.923	64	2.462
11 through 15	152	(19 Days)	5.846	76	2.923
16 through 20	184	(23 Days)	7.077	92	3.539
21 or more	200	(25 Days)	7.692	100	3.846

Section 3. Limit on Vacation. Accumulated vacation shall not exceed 400 hours at the calendar year's end. Any unused vacation leave over 400 hours shall be forfeited on midnight December 31 of each year. There will be no payoffs for those excess hours nor can excess hours be carried over to the following year.

Section 4. Vacation Payout Upon Termination, Resignation or Retirement From Employment. The CITY shall payout the members accrued vacation time and compensatory time (excluding any compensatory time specifically identified as arising from travel time reimbursement) at their current hourly rate.

ARTICLE 12 – SICK LEAVE

Section 1. Sick Leave Accrual. Sick Leave is provided as an insurance and income protection against an employee's inability to work because of non-job-related illness/injury, pregnancy/maternity. Sick leave may not be used for any absences occurring during the final week of employment unless a doctor's statement is presented prior to the time that employee's final check is disbursed. No cash payment shall be made for unused sick leave upon resignation, layoff or discharge. Sick leave is accrued on each pay period as follows:

Full-time - 3.693 hours

Half-time - 1.847 hours

Sick leave shall not accrue for any employee on leave of absence without pay, suspension without pay, or when working overtime.

Section 2. When an employee who is eligible for retirement benefits through the Idaho Public Employees Retirement System retires from CITY employment, the employee may receive pay for accumulated sick leave at the rate of 20% for the first 400 hours, 30% for the second 400 hours, and 40% for all remaining hours. This amount is calculated on the basis of the bi-weekly base pay, plus longevity.

ARTICLE 13 – MEDICAL INSURANCE

Section 1. The CITY will provide members of the Bargaining Unit medical and dental benefits at the same level as provided to all CITY employees.

Section 2. On the first payroll of the fiscal year, the CITY shall submit for deposit \$1,500 into an individual VEBA health reimbursement account for all Bargaining Unit members. After completion of the wellness exam, the members will submit the required

paperwork, at which time the CITY will submit for deposit an additional \$500.00 into the individual's VEBA health reimbursement account.

ARTICLE 14 -- MANAGEMENT RIGHTS

Management of the Police Department facilities, operations, and workforce covered by this Agreement are vested exclusively in the CITY, and except as limited by specific provisions of this Agreement, the CITY shall continue to have all sole and exclusive rights customarily reserved to management, including the right to set standards for the services offered to the public; the right to establish, modify, combine or abolish job descriptions; the right to hire and train qualified employees, evaluate the performance of employees to determine their qualifications and fitness for continued duty or employment; the right to promote, suspend, discipline, transfer, or discharge for just cause; the right to relieve employees from duty because of lack of work or other proper reasons; the right to schedule operations, shifts, and all hours of work; the right to assign work and require overtime work; the right to select members of the Police Department in accordance Police Department selection practices and procedures and control their conditions of employment; the right to establish rules pertaining to the operation of the Police Department and permissible conduct of employees; and the right to determine any and all terms and conditions of employment not specifically set forth in this Contract.

Management rights, as set forth in this Article, shall not be deemed to exclude other rights of management not specifically set forth herein since the parties expressly agree that the CITY retains all legal rights to which it is entitled as an employer and retains all other rights not otherwise covered by this Contract, whether or not such rights have been exercised in the past.

The Department and the Bargaining Unit agree to form a committee consisting of equal members of each to develop a recommendation for a procedure and process for the hiring, termination, and disciplining of members of the Bargaining unit to be submitted to the City Council on or before September 15, 2016. Upon the submittal of the required procedure by the joint committee the City Council shall accept the proposal and pass all needed ordinances to make the Bargaining Unit not subject to the requirements of the Civil Service Rules.

It is agreed that this provision will be effective and binding upon the parties upon the ratification of this agreement even though the effective date of the agreement as a whole is not until October 1, 2016.

It is further agreed that the committee members will be identified and the committee will convene no later than August 1, 2016 and shall meet at least weekly or as determined by the members of the committee on a schedule that provides for the committee to complete its work and provide a recommendation no later than September 15, 2016. The recommendation made to the City Council shall automatically be included in the terms of this agreement without any further action or ratification of either the Bargaining Unit or the City Council.

In the absence of an agreement and recommendation from the Committee, the status quo will remain in place.

ARTICLE 15- PREVAILING RIGHTS

All members of the Bargaining Unit shall be entitled to all rights and privileges provided to CITY employees under the CITY employee handbook which are not addressed in this Agreement except any rights afforded by the Civil Service Rules.

ARTICLE 16 – GRIEVANCE PROCEDURE

Section 1. Grievance-Defined. For the purpose of this Agreement, the term “grievance” shall be defined as those disputes involving interpretation, application, or alleged violation of any provision of this Agreement. The term shall include matters involving safety issues, or any Police Department policies and practices not specifically covered by this Agreement.

Section 2. The grievance procedure set out here is to promote harmony and efficiency between the employees and the CITY by providing for the timely settlement of grievances without fear of discrimination or reprisal. This Article is not intended to and does not supersede the City of Pocatello Personnel Policy Handbook for matters involving disciplinary action for non-sworn personnel.

Section 3. Employees will be unimpeded and free from restraint, interference, coercion, discrimination, or reprisal in seeking adjudication of their grievances.

Section 4. Any time limits stipulated in the grievance procedure may be extended for stated periods of times by appropriate parties by mutual agreement in writing with copies to the UNION and the CITY.

GRIEVANCE PROCEDURE

Step 1: Before filing a written grievance, the employee and/or the UNION shall discuss the problem with the employee’s supervisor within seven (7) calendar days from the date of occurrence or knowledge of the occurrence of the alleged grievance.

If the matter cannot be resolved verbally, the supervisor shall make a decision in writing within five (5) calendar days from the date the grievance was discussed and give the written

response to the UNION. If this resolves the issue, no further action is required. If it does not resolve the grievance, the grievance may be submitted to Step 2.

Step 2: The grievance will be presented in writing within ten (10) calendar days to the Chief of Police. This shall include the specific grievance, Article and/or policy violated and remedy sought. The Chief shall meet with the UNION as soon as possible and respond in writing within ten (10) calendar days of that meeting.

Step 3:

A. Arbitration. If the grievance is not resolved at Step 2, the grievance may, within fifteen (15) calendar days be submitted for arbitration. The party that submits the matter to arbitration shall notify the other party within that same fifteen (15) calendar days.

Choice of Arbitrator:

1. The CITY and the UNION shall attempt to agree upon an Arbitrator within ten (10) business days after receipt of notice to proceed to arbitration. In the event the parties are unable to agree upon an Arbitrator, the parties shall jointly request assistance from the Federal Mediation and Conciliation Service. (FMCS). The request for assistance shall include a request for a panel/list of five (5) Arbitrators representing the Intermountain West region. The parties shall meet within ten (10) days from the date the list is received to select an Arbitrator by taking turns striking names from the list until one (1) remains. The party to make the first strike shall be determined by a coin toss. Upon selection of an Arbitrator, the parties will mutually submit a request of available dates for the Arbitrator to hear the issue.

Member Contribution	City Match
0%	0%
1%	1.2%
2%	2.2%
3%	3.2%
4%	4.2%
5%	5.2%
6%	6.2%

The Parties believe that placement of the refund and matching amounts in the PERSI Choice 401(k) Plan allows such amounts to be treated as benefits and, therefore are not subject to Medicare tax, PERSI Base Plan payments, workers' compensation, or other taxes and payments.

ARTICLE 18- SAVINGS CLAUSE

Should any clause in this Agreement be found to be in violation of any law, all other provisions shall remain in full force and effect.

ARTICLE 19 – DURATION AND TERMINATION

Upon joint ratification, this Agreement shall become effective October 1, 2016, shall expire on September 30, 2017 and shall be in full force and effect during such term.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives to be effective October 1, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

FRATERNAL ORDER OF POLICE, PORTNEUF
VALLEY FRATERNAL ORDER OF POLICE LOCAL
LODGE #13

Chad Horst #5103

CHAD HORST, President, Police Department
Bargaining Unit

Pocatello Police Department
Personnel Administration Rules

Nothing in these rules will be used to discriminate against any person on the basis of race, color, sex, age, disability, religion, sexual orientation, national origin, or political affiliation. The term "working day" refers to Monday through Friday when used throughout these rules. The term "accredited service" is defined as actual time on the job.

1. These rules shall apply to all positions within the police department.
2. The designated representative of the Human Resources Department of the City of Pocatello is charged with administering the rules contained herein.
3. Except as may hereafter be provided by amendments to these rules and regulations or City ordinances, all promotions or continuance of employment in the police department shall be made on the basis of competitive examination to enable the Human Resources Department of the City of Pocatello to certify the results of the examination process. Such examinations may be written, oral, practical, physical, or any combination thereof.
4. To the extent that these rules may conflict with any other rule, policy, or law duly adopted by the City of Pocatello, these rules shall be controlling. If any employment matter is not addressed, the police department employee should refer to such other rules, regulations, resolutions, ordinances, or other sections of the collective bargaining agreement.

RULE 1
HIRING

Section 1- APPOINTMENT OF CHIEF OF POLICE

The position of Chief of Police is expressly exempted from the classified sworn police positions, and all appointments to the position shall be made by the Chief Executive Officer of the City. A Union member will be appointed to serve on any selection committee formed, by the CEO, for the purpose of aiding in the selection of a new Chief of Police. Appointments to the position of Chief of Police may be made from applicants in the sworn police positions or through the adopted selection procedures for applicants outside the sworn police positions.

Section 2- WHEN THE CHIEF OF POLICE POSITION IS VACATED

When a Chief of Police who was appointed from within the sworn police positions voluntarily leaves the position as Chief, within 12 months of date of hire, or he or she leaves the position involuntarily, but the vacancy is created without cause or due process, he or she may be returned to the position previously held if he or she desires. Officers may, if necessary, be reduced to their previous rank in order that such person may be restored to his or her former seniority and rank in the department. The reduced officer shall, upon the next opening into the rank, be immediately restored to said rank without testing.

Section 3- APPOINTING AUTHORITY

The Chief of Police is designated as the Appointing Authority, subject to the rules of the Personnel Administration Rules and department policy. The Chief of Police shall appoint the following sworn police positions within the police department:

Police Officer 3rd Class
Corporal
Sergeant
Lieutenant
Captain
Major

The Chief of Police shall also appoint any non-sworn police positions deemed necessary as determined by the City Council through established and approved staffing levels and job descriptions.

The rank of Major, when vacant, will be appointed by the Chief of Police from existing staff members who hold the rank of Captain within the Pocatello Police Department, and possess a Bachelor's Degree. The Chief of Police will make the appointment based on a review of personnel records, performance, with concurrence of the Chief Executive Officer of the City.

Section 4- JOB DESCRIPTIONS

The City Council, through its delegated representative, periodically adopts job descriptions which determine and establish the standards and qualifications for each position.

Section 5- RECRUITMENT

See policy 1000 of the current PPD Policy Manual

Section 6- WORKFORCE RECRUITMENT PLAN

See policy 1000 of the current PPD Policy Manual

Section 7- EMPLOYEE STANDARDS

See policy 1000 of the current PPD Policy Manual

Section 8- MINIMUM STANDARDS FOR SWORN POSITIONS

See policy 1000 of the current PPD Policy Manual

Section 9- MINIMUM STANDARDS FOR NON-SWORN POSITIONS

See policy 1000 of the current PPD Policy Manual

Section 10- HIRING PROCEDURES FOR SWORN POSITIONS

See policy 1000 of the current PPD Policy Manual. Additionally, a Union member will be appointed to participate in the oral interview portion of the selection process and will be involved in the discussion, and provide input, as to the applicant's performance on the interview and the applicant's suitability to be appointed to the position for which they are being considered.

Section 11- HIRING PROCEDURES FOR NON-SWORN POSITIONS

See policy 1000 of the current PPD Policy Manual. Additionally, a Union member will be appointed to participate in the oral interview portion of the selection process and will be involved in the discussion, and provide input, as to the applicant's performance on the interview and the applicant's suitability to be appointed to the position for which they are being considered.

Section 12- SELECTION/REJECTION CRITERIA

See policy 1000 of the current PPD Policy Manual

Section 13- PSYCHOLOGICAL SUITABILITY ASSESSMENT

See policy 1000 of the current PPD Policy Manual

Section 14- RETENTION OF APPLICANT FILES

See policy 1000 of the current PPD Policy Manual

Section 15- INITIAL SWORN OFFICER APPOINTMENT DEFINITION

An initial appointment in the sworn police services refers to an appointment to the position of Police Officer 3rd Class.

Section 16- INITIAL APPOINTMENT ENTRY LEVEL EXAMINATION

Entry level written examinations will be given as deemed necessary. Each entry level applicant must pass a written examination by obtaining a minimum score of 70% in order to be given further consideration for appointment

- A. Persons whose applications have been accepted pursuant to these rules will be notified as to the specific time and place twenty (20) calendar days prior to the examination.
- B. Persons whose applications are received at such a time that twenty (20) calendar days notice cannot be provided shall be given the option to waive the notice requirement. Any such waiver must be in writing and signed by the applicant.
- C. The test administered by the Human Resources Department will be a standardized test certified by the International Personnel Management Association or any other examination approved by the Human Resources Department. Prior to testing, the examination shall remain in the exclusive charge of the Human Resources Department and shall be kept confidential by that office.

Section 17- INITIAL APPOINTMENT ESTABLISHING THE ELIGIBLE REGISTER

An initial appointment eligible register consists of a list of applicant who have successfully passed the most recent written examination, physical fitness test and oral board interview. A new initial appointment eligible register shall be established after each examination.

- A. The names on the eligible register shall be listed in the order in which they rank based upon each candidate's performance on the written examination, and points awarded in B, C, and D below.
- B. In accordance with Idaho Code, Veteran's preference points will be given to qualified persons. In order to receive the Veteran's preference points, the applicant must provide a valid DD-214 form.

- C. Candidates who hold a current P.O.S.T. certification with the State of Idaho or a current state certification for a state that is recognized through agreement with P.O.S.T. at the time of the test, but does not meet the qualifications for a lateral transfer, will be given five (5) points. Points given for current P.O.S.T. certification will be subtracted at such time that the certification expires. Candidates who have successfully completed a P.O.S.T. accredited academy and passed the P.O.S.T. test and; therefore, considered certifiable at the time of the test, but do not meet the qualifications for lateral transfer will also be given five (5) points.
- D. Candidates who hold an associate's degree through an accredited university will be given three (3) points. Candidates who hold a bachelor's degree or greater from an accredited university will be given five (5) points.
- E. A roster of the top ten (10) candidates will be provided to the Chief of Police. The roster provided to the Chief of Police will list the candidates in alphabetical order and will not be identified by their ranking on the roster. Once an eligible roster is established, the Chief of Police shall authorize background investigations and pre-offer truth verifications on any of the top ten (10) candidates to begin. Only one candidate is required to establish an eligibility roster.
- F. Upon successful completion of background investigations and pre-offer truth verification testing, a candidate's continued placement on the register makes him or her eligible for consideration by the Chief of Police for a conditional appointment as openings become available. Such initial conditional appointments are subject to passing certain post-offer tests, which are required to be done post-offer by the Americans with Disabilities Act (ADA).
- G. Once established, an eligible register shall remain in effect until the next eligible register has been established, but in any case, no longer than one year.
- H. Applicants whose names are placed on the eligible register must notify the Human Resources Department in writing of any change of address and/or telephone number.
- I. Names may be removed from the current eligible register for any of the following reasons:
 - 1. Failure to report for an interview after notification by phone, mail, or other form(s) of notification approved by the Human Resources Department.

2. Declining an appointment without satisfactory reason(s).
3. Inability of the postal authorities to locate the applicant.
4. Applicant becoming incapable of performing the essential functions of the position with or without reasonable accommodation.
5. Applicant's conviction of any felony, or obtaining his or her position on the register by fraud, deceit, or misrepresentation. Motor vehicle violations may also result in removal depending on the nature, frequency, and dates of the violations
6. Misdemeanor convictions will be considered based on established police department hiring standards.
7. Information of such a nature that had it been produced prior to the date of the examination would have resulted in the exclusion of an applicant from participation therein.
8. Failure to satisfactorily complete pre-offer or post-offer hiring requirements.

Upon removal of an applicant's name from the register for any of the foregoing causes, the Chief of Police shall notify the applicant of the removal and reasons for the removal. The Human Resources Department, upon receiving a written application, may afford an applicant the opportunity to be heard, if the cause for removal was for reason 1 or 3 listed above. A hearing will be held, and if the evidence is satisfactory to the Human Resources Department, it may reinstate the applicant.

Section 18- INTIAL APPOINTMENT CERTIFICATION

The Human Resources Department shall certify the candidates having the highest standing on the eligible register. An opening may be filled by one (1) of the candidates certified, providing he or she can pass the post-offer qualifying steps. The post-offer qualifying steps may include, but are not limited to, truth verification testing, medical testing, physical fitness testing, psychological testing, and drug screening. All candidates not appointed shall be restored to their relative positions on the eligible register.

Section 19- LATERAL TRANSFERS

The Pocatello Police Department may at any time accept lateral transfer applications. To qualify as a lateral transfer candidate:

- a. The applicant must possess an Idaho P.O.S.T. certification or be Idaho P.O.S.T. certifiable, and have at least three (3) years of equivalent law enforcement experience.
- b. Must meet the minimum standards as listed in Section 7, 8, 12 and 13
- c. And must pass all hiring procedures listed in Section 10 except lateral transfer applicants will not be required to take the initial appointment written examination.

No applicant shall be considered until the Chief of Police receives approval from and certifies to the Human Resources Department that the applicant possesses all the occupational requirements established by the Idaho Peace Officers Standards and Training, the applicant possesses the required police work experience, nor until the Chief of Police has found results of a background investigation, conducted by the police department, to be satisfactory.

Section 20- LATERAL APPOINTMENT CONSIDERATIONS

All such appointments shall be probationary and seniority shall be based on date of hire. All lateral transfer appointments shall be to the position of Police Officer 1st Class. Lateral transfer appointees with three (3) years of experience will be placed at step 1 within the 1st Class pay scale. Lateral transfer appointees with four (4) years of experience will be placed at step 2 within the 1st Class pay scale, and lateral transfer appointees with five (5) or more years of experience will be placed at step 3 within the 1st Class pay scale. All lateral transfer appointees shall be placed on the seniority roster based on the date of hire with the Pocatello Police Department.

Section 21- LATERAL TRANSFER PLACEMENTS ON THE LATERAL TRANSFER ELIGIBLE REGISTER

Once a lateral transfer applicant has completed the qualifying steps they will be added to the lateral transfer eligible register for the Chief of Police's consideration for appointment. A review of lateral transfer applications will be conducted every six (6) months.

Section 22- APPOINTMENT

Upon initial appointment and satisfactory completion of all post-offer examinations, the Police Chief shall report to the Human Resources Department the name of such appointee, the position and the date of commencement of service. The failure of an applicant to respond within five (5) working days to an offer of appointment sent to his or her address shall be considered a declination. Upon notification from the Chief of Police that a person named in a certification has declined appointment or upon evidence of the failure of such person to respond within the time specified above to a notice properly sent, the Human Resources Department shall again certify additional name(s) from the eligible register to be considered for appointment to a vacant position. When a vacancy occurs, the Chief of Police may, at his

discretion, fill the vacancy from either the initial appointment eligible register or the lateral transfer eligible register.

Section 23- PROBATION INITIAL APPOINTMENTS AND LATERAL TRANSFER APPOINTMENTS

All initial and lateral transfer appointments shall be probationary for the term of one (1) year. If either the conduct or performance of duty, or both, of any probationer shall be found unsatisfactory, or if it is determined that retention would diminish efficiency and public service within the department, the Chief of Police will cause to be delivered to the probationer a written statement setting forth conclusions concerning the inadequacy of performance or conduct and the effective date of dismissal. The probationer may submit a written statement to be included in his or her personnel file.

- A. All probationary officers must successfully pass the P.O.S.T. physical fitness test prior to the end of the probationary period. The physical fitness test will be administered at the end of the 10th month of probation. If the probationer fails to successfully pass the physical fitness test, they will have until the final week of the designated probationary period to again take the physical fitness test and successfully pass the test. If the probationer fails to successfully pass the physical fitness test again, it will be deemed unsatisfactory performance and will be cause for dismissal as outlined above. The physical fitness test must be administered by a P.O.S.T. certified P.T. instructor.
- B. Any probationary period may be extended by up to one half (1/2) the initial probationary period if sickness or injury has prevented the probationer from serving the full probationary period in the position.
- C. Any officer who satisfactorily completes initial probation shall be considered to have fully demonstrated his or her qualifications for continued employment in the position and may thereafter be dismissed only for cause.

RULE 2

DISCIPLINE, DISCHARGE, AND DISCIPLINE COMMISSION INVESTIGATION

Section 1- GROUNDS FOR DISCIPLINE

See policy 340 in the current PPD policy manual

Section 2- UNSOLICITED INVESTIGATIONS

Supervisors and managers shall not review the following electronic media, as a means to start an unsolicited disciplinary investigation. All forms of electronic media stated here, may be reviewed and used during a complaint that is filed against an employee of the Pocatello Police

Department. Supervisors and managers may periodically review all of the following electronic media. Supervisors may initiate disciplinary action for violations found during periodic reviews. All reviews will be documented.

1. Spillman AVL system
2. Spillman Instant Messaging system
3. Officers' personal or department cell phones
4. In-car video systems
5. Recorded radio traffic
6. Recorded phone lines
7. Any other form of electronic media that the Chief of Police deems necessary

Section 3- PROCEDURES FOR MINOR DISCIPLINE OR WORK PERFORMANCE ISSUES

- A. An employee with a minor discipline or work performance issue will be addressed by their immediate supervisor in the following ways:
 1. Verbal reprimand- This is primarily used to record an employee's minor disciplinary issue or poor work performance and develop a plan of action to correct said issue. The employee's immediate supervisor shall be responsible, after discussing the matter with their immediate supervisor, to fill out the form explaining the issue and plan of action with the employee. The supervisor shall be responsible for also explaining the employee's recourse in appealing the verbal reprimand.
 - a. The first appeal for the verbal reprimand shall be with the employee's supervising lieutenant. The final appeal shall be with the division commander.
 - b. The verbal reprimand shall be placed in the employee's AIM file and held for thirty-six (36) months. The verbal reprimand will be removed from the AIM file after the thirty-six (36) month period if no further similar incidents occur.
 - c. The employee may make a written rebuttal to the verbal reprimand to be included with the verbal reprimand in the AIM file.
 2. Written reprimand- This form is used for repeated policy or minor discipline violations, or work performance issues. The employee's immediate supervisor shall contact their supervisor and advise of the intent to give the employee a written reprimand. Upon agreement by the supervising lieutenant and the division commander, the supervising sergeant shall be responsible to present the written reprimand to the employee along with a corrective action plan.

- a. The first appeal for the written reprimand shall be with the employee's division commander. The final appeal shall be with the Deputy Chief.
 - b. Written reprimands that are confirmed through the process shall be placed in the employee's personnel file. Written reprimands shall not be removed from the personnel file at any time.
 - c. The employee may make a written rebuttal to the written reprimand to be included with the written reprimand, in their personnel file.
 - d. When any employee becomes aware of a disciplinary issue involving another employee, the matter will be referred to the accused employee's immediate supervisor for investigation. If the accused employee's division commander is the employee initiating the disciplinary investigation, then the appeals process will begin with another division commander.
3. Employees are not entitled to have legal representation present for any verbal or written reprimand meeting. They may have a union member sit with them during the meeting, but that member will not be allowed to provide any input.
 4. Employees shall be given seven (7) calendar days after being issued a verbal or written reprimand, or decision from an appeal, to file an appeal to the next appropriate appeals level, or provide a written response to be included in the appropriate file. Employees who fail to comply with this timeline will lose any right to further appeal or submit a written response.

Section 4- PROCEDURES FOR SUSPENSION, DEMOTION, OR DISCHARGE

All employees may be subject to suspension without pay, demotion, reduction in rank, loss of vacation privileges, loss of other special privileges, or discharged for major or repeated violations of section 1 above. Employees may also be subject to the same punishment for failing to comply with or correct issues discussed in either a verbal or written reprimand.

A. Suspension with pay pending investigation

Upon suspension with pay by the Chief of Police or any supervisor pending an investigation, a written statement of such suspension, in general terms, shall be served upon the employee, and a duplicate filed with the Discipline Commission. If a supervisor suspends an employee with pay, the suspension must be confirmed by the Chief of Police or his designee in writing within three (3) work days or the employee shall be immediately reinstated.

B. Procedures leading to possible suspension without pay, demotion, reduction in rank, or discharge

The employee will be entitled to a due process hearing as outlined in Section 5 of this rule. After the due process hearing, the Chief of Police or his designee shall forward, to the Discipline Commission, the proposed discipline if it is suspension without pay, demotion, reduction in rank, or discharge.

Section 5- DISCIPLINE ROUNDTABLE AND DISCIPLINE COMMISSION

- A. The discipline roundtable shall consist off all six (6) members of the Pocatello Police Department who hold the rank of lieutenant, a representative from the Legal Department, and a representative from the Human Resources Department. On the date of the hearing, if all six (6) lieutenants are not available, then the roundtable will consist of four (4) lieutenants. The Major shall be the president of the board and only have a vote in matters resulting in a tie. The representatives from legal and human resources will not have a vote in the DRT.
- B. If the employee's immediate supervisor is the Major, then a division commander will be assigned to act as president of the discipline roundtable. A designee of the Human Resources Department will act as the president of the board at the first appeal level.
- C. The first level of appeal of discipline shall be the Captains' Table and shall consist of a board of all three members of the Pocatello Police Department who hold the rank of captain, an additional member selected by the Union, and the Major of the Pocatello Police Department. The Major shall act as the president of the board and shall have a vote only in a matter resulting in a tie.
- D. The Chief of Police shall be the second level of appeal.
- E. The Discipline Commission shall consist of the CEO of the City, a city council member chosen by the Union, and the director of the Human Resources Department, or their designee. The city council member shall serve a one (1) year term. This shall be the final level of appeal for all matters of discipline within the Pocatello Police Department.
- F. Nothing in this section limits the employees' abilities to pursue action outside of the City, within the judicial system of the State of Idaho.

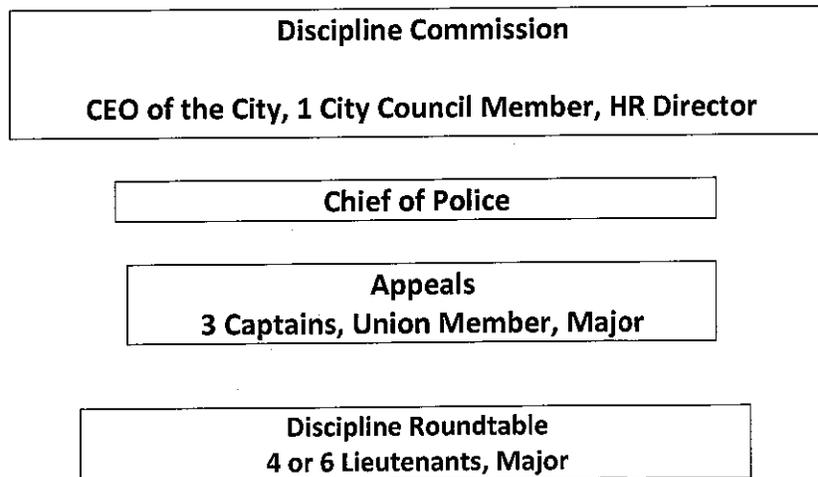
Section 6- DISCIPLINE ROUNDTABLE AND APPEALS PROCESS

A. Suspension without pay, demotion, reduction in rank, loss of vacation privileges, loss of other special privileges, or discharge

These types of discipline shall primarily be used for major or repeated performance issues, criminal violations, and willful or repeated misconduct. All forms of this discipline must be brought through the Discipline Roundtable. Any supervisor above the rank of lieutenant, within the Pocatello Police Department, may ask the Chief of Police to convene the DRT for a disciplinary issue that comes to their attention. The Chief of Police shall be the sole authority to convene the DRT with the Major acting in that capacity in the Chief's absence. No matter what supervisor requests the DRT to convene, the involved employee's immediate supervisor shall be responsible to present the disciplinary issue to the DRT.

The following flow chart will illustrate which sergeant will be responsible for the employees of the department and how the procedure is to be followed for a discipline matter that needs to be brought through the chain of command.

DISCIPLINE FLOW CHART FOR THE POCATELLO POLICE DEPARTMENT



Support Services Sergeants	Detective Sergeants	Patrol Sergeants	Deputy Chief
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Dispatch Records Code Enforcement Licensing SROs	Stenographers Evidence Techs Victim/Witness Coordinator Detectives	Patrol Officers Patrol Corporals	Quartermaster Electronics Specialist/Fleet Manager
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Community Services Assistant			
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- B. Once the roundtable is assembled the sergeant in charge of the employee shall bring the complaint to the members of the DRT. The sergeant shall detail to the DRT members the cause of action, prior efforts to remedy the situation, disciplinary history, and all things deemed pertinent to the disciplinary hearing. The sergeant may be asked questions, by the DRT members, in reference to the employee's performance or conduct as they see fit. The employee may also be present with or without legal or union representation and speak about the incident in question, to provide their input to the DRT members. The employee may make direct statements about the situation but may not ask questions of an investigative nature. After speaking, the employee, the employee's representative(s), and the sergeant shall be excused so that the members of the DRT may discuss the issue. The Division Captain and the Chief may choose to be present during the discussion to offer insight about past performance and conduct issues of which they have firsthand knowledge. The Division Captain and the Chief will not have a vote in the DRT decision, and should not attempt to influence the members of the DRT in their decision.
- C. DRT members may make a formal request to the Chief of Police to conduct an Internal Investigation regarding any disciplinary issue they deem as needing further investigation, or request an outside law enforcement investigation into allegations of criminal misconduct. The Chief of Police has the final decision as to internal and external investigations regarding personnel issues within the Pocatello Police Department.
- D. Upon completion of the internal or external investigation, or with a determination that no further investigation is needed, the DRT members shall make a determination by vote as to a course of disciplinary action to pursue. The DRT board shall consult with a Human Resources Department member for any questions regarding implementation of said discipline. Once the members of the DRT choose a disciplinary action, this action may only be lowered by all other appeal oversight, with the exception of the Chief of Police. The DRT members shall render a written decision within seven (7) days of the completion of the DRT.
- E. If the employee with the disciplinary issue is a sergeant, then that sergeant's immediate supervisor shall be the presenting supervisor at the DRT and shall have no vote in the DRT hearing.

- F. The first level of appeal for the employee shall be to the Captains' Table. This board shall consist of all three (3) Police Captains and a Union appointed voting member. The Major shall oversee this panel and shall only vote in matters resulting in a tie. These five (5) members shall hear the appeal by the employee involved, who may have representation present, and the Captains' Table members may recall the supervisor who originally brought the matter to the DRT, or the Internal Investigator of the disciplinary matter, for further questioning.
- G. The Captains' Table is the first step in the discipline process involving lieutenants. If a lieutenant has disciplinary issues the lieutenant's immediate captain shall be the one to present, the case to the Captains' Table and shall not have a vote in the determination of discipline.
- H. The Chief of Police shall be the next level of appeal for all employees. The Chief of Police has the ability to reduce any disciplinary action. As the chief officer of the Pocatello Police Department he or she has the right to increase disciplinary action; however, if the discipline is increased without consultation and approval of the Union, the Union President will be required to file an appeal with the Discipline Commission.
- I. The Chief of Police shall be the sole determining authority for matters involving the Division Commanders, the Deputy Chief, and the Assistant to the Chief of Police.
- J. An employee who does not file an appeal within the designated time will have their discipline reviewed by the Chief of Police for confirmation. If the Chief of Police confirms or reduces the discipline no other appeals may be pursued. If the Chief of Police increases the discipline the matter may be appealed to the Discipline Commission within the designated appeal timeline.
- K. The Discipline Commission shall be the final appeal for employees of the Pocatello Police Department within the City structure. The three (3) member panel shall have the ability to confirm or reduce any disciplinary action imposed by the Chief of Police. The Discipline Commission may not increase any disciplinary action decision.
- L. The Chief of Police shall be bound by the decision made by the Discipline Commission.

Section 7- DISCIPLINE APPEAL TIMELINE

After the initial discipline decision is made by the DRT members, the appeals timeline shall be as outlined below:

- A. The employee has seven (7) calendar days to provide a written appeal to the Captains' Table.
- B. The Captains' Table shall convene to hear the employee's appeal within seven (7) calendar days and provide a decision, in writing, to the employee within three (3) calendar days.
- C. The employee shall have seven (7) calendar days to provide a written appeal, of the Captains' Table decision, to the Chief of Police.
- D. The Chief of Police shall provide a written decision, within seven (7) calendar days, to the employee's written appeal.
- E. The employee shall have seven (7) calendar days to provide a written request to the Discipline Commission for an appellate hearing.
- F. The disciplinary decision will be considered final if an employee fails to meet the indicated appeals timelines.

The Discipline Commission shall convene and hold a hearing within fourteen (14) calendar days of receiving the employee's request for a hearing. The Discipline Commission shall provide a final written decision within seven (7) calendar days of the hearing.

Rule 3

LAYOFFS AND RECALLS

Section 1- LAYOFFS

Layoff is defined as any involuntary separation from employment not involving delinquency, misconduct, or inefficiency. Whenever for lack of work, funds, change in organizational structure, or other compelling reason it becomes necessary to reduce the number of employees within the Pocatello Police Department, the following regulations shall apply:

1. The Chief of Police, in consultation with the Union Executive Board, shall determine which positions will be laid off. Every effort should be made to cause the least amount of disruption to service when making the determination as to which positions will be laid off.
2. The person last hired for a position that has been identified as a position being reduced shall be the first laid off.

3. The names of those laid off shall be entered on an appropriate recall register, for their position, in inverse order of their layoff date.
4. When it is desired to again increase the number of employees, in a position, the Human Resources Department shall certify all those laid off in the order their names appear on the appropriate recall register. Employees will be recalled in the order their names appear on the appropriate recall register. An employee who has been laid off and had two or more unacceptable performance evaluations in the year previous to the layoff may be skipped in being recalled to their position until all other laid off employees, in that position, have been returned to duty. A person on the certified recall register who declines, or after ten (10) weekdays notice, has failed to accept the recall, shall be considered permanently separated from the police department.
5. Recalls herein are subject to such medical examination and other conditions consistent with these rules, as the Department deems necessary. Temporary medical disabilities (broken bone, short term illness) shall not result in loss of recall rights.
6. In the event a previously promoted employee returns to duty, or the number of officers or employees holding that rank is reduced, the last officer or employee promoted shall be returned to the rank he or she held before. The officer or employee demoted shall be the first reinstated to the higher classification, before anyone else on the current eligible register.
7. Officers or employees who are laid off prior to the completion of their probationary period must, upon recall, complete the remainder of the probationary period.

Section 2- MILITARY LEAVE

Upon application, the City will grant a leave of absence to employees who are members of the reserve components of the Armed Forces of the United States or the State of Idaho, or to an employee who leaves his or her employment with the City, whether voluntarily or involuntarily, to perform extended military duty not exceeding five (5) cumulative years. These employees will be afforded all rights to which they are entitled under federal law as may be amended periodically. Military leave shall be without benefits and without loss of seniority. The City at its discretion may make up any gap in pay between the employee's military pay and their pay at the City of Pocatello.

The employee may elect to continue health insurance benefits for up to twenty-four (24) months after the absence begins, or the period of absence, whichever is shorter, paying 100% of the premium. If the military leave is 30 continuous days or less, health insurance benefits will continue at the employee's share of the premium. Employees may take accrued vacation time

while serving on annual training duty if they so desire. Department heads may grant leaves not to exceed fifteen (15) continuous days in a calendar year. The CEO of the City of Pocatello may grant extended military leave.

Section 3- OTHER LEAVES OF ABSENCE WITHOUT PAY

A leave of absence without pay, other than medical, may be granted to employees under the following conditions:

- A. Leaves of absence without pay are generally discouraged; however, requests for leaves of absence in excess of accrued vacation and compensatory time may be granted on an individual basis by the Chief Executive of the City.
- B. A physical, psychological, and/or polygraph examination may be required after a leave of absence.
- C. Failure to return to work when required will constitute a voluntary resignation, and this will be shown as the basis for separation from employment.

Section 4- REHIRE AFTER RESIGNATION

Any applicant who, while in good standing, voluntarily terminated his or her employment with this agency and now seeks an appointment may, upon written request to and approval from the appointing officer, and within three (3) years of the date of separation, be rehired without taking a written examination, provided:

- A. The applicant is otherwise qualified for the position by meeting established police department hiring standards.
- B. The written request for rehire is physically delivered, mailed or electronically transferred to the appointing officer within three (3) years of the date of separation.
- C. The rehired officer will not retain any seniority or rank for prior service.

RULE 4

RESIDENCY REQUIREMENTS

Section 1- Residency Requirements

Police department employees regardless of when hired may live anywhere inside or outside of the City limits. More restrictive residency requirements exist for certain special assignments. Employees who do not meet the residency requirements of the special assignment may not serve in that special assignment.

RULE 5

SHIFT EXCHANGING

Section 1- SHIFT EXCHANGING

Upon approval of the Division Commander, any employee will have the right to exchange shifts with any other employee. The practice of exchanging shifts will be a voluntary program by the employees.

RULE 6

PROMOTIONS

Section 1- PROMOTIONAL PROBATION

An officer selected for promotion shall serve a probationary period of one (1) year from the date of appointment to the higher position. If either the conduct or performance of duty, or both, of any probationer shall be found unacceptable or if it is determined that retention would diminish efficiency and public service within the department, the Chief of Police shall cause to be delivered, to the probationer, a written statement that he or she has not satisfactorily completed probation and will be returned to the position from which he or she was promoted. Promotional probationers have the right to a Discipline Commission hearing upon demotion pursuant to Rule, Disciplinary Procedures.

- A. The period of any officer's probation may be extended by up to one half (1/2) the probationary period if sickness or injury has prevented the probationer from serving the full probationary period in the position.
- B. Any officer who satisfactorily completes promotional probation shall retain the higher rank and may be demoted only for cause.

Section 2- CHANGES IN CLASSIFICATION

Movement from Police Officer 3rd Class to Police Officer 2nd Class, Police Officer 2nd Class to Police Officer 1st Class, Police Officer 1st Class to Master Patrolman, Corporal/Detective to Master Corporal, and Sergeant to Master Sergeant do not constitute promotions; therefore there shall be no probationary period for Police Officer 2nd Class, Police Officer 1st Class, Master Patrolman, Master Corporal, or Master Sergeant.

Section 3- PERFORMANCE RATINGS

Police Officer performance is periodically reviewed, and each officer is assigned a job performance rating of Excellent, Proficient, Needs Improvement, or Unacceptable in key performance factors.

Section 4- ELIGIBILITY TO MOVE FROM POLICE OFFICER 3rd CLASS to POLICE OFFICER 2nd CLASS

Third Class Probationary Officers shall be eligible to move to the classification of Police Officer 2nd Class upon completion of twelve (12) months of service from the date of hire, providing the officer has not received a job performance rating of Unacceptable in any performance factor on any evaluation during the twelve (12) months immediately preceding the date of reclassification.

Section 5- ELIGIBILITY TO MOVE FROM POLICE OFFICER 2nd CLASS to POLICE OFFICER 1st CLASS

Police Officers 2nd Class shall be eligible to move to the classification of Police Officer 1st Class upon completion of not less than twelve (12) months service in the position of Police Officer 2nd Class, providing the officer has not received a job performance rating of Unacceptable in any performance factor on any evaluation during the twelve (12) months immediately preceding the date of reclassification.

Section 6- ELIGIBILITY TO MOVE FROM POLICE OFFICER 1st CLASS to MASTER PATROLMAN

Police Officers 1st Class shall be eligible to move to the classification of Master Patrolman upon completion of not less than five (5) years of police service, with at least three (3) of those five (5) years with the City of Pocatello, at the classification of Police Officer 1st Class, and hold an Idaho P.O.S.T. Intermediate Certification, providing the officer has not received a job performance rating of Unacceptable in any performance factor on any evaluation during the twelve (12) months immediately preceding the date of reclassification.

Section 7- ELIGIBILITY TO MOVE FROM CORPORAL/DETECTIVE to MASTER CORPORAL

Corporals/Detectives shall be eligible to move to the classification of Master Corporal upon completion of not less than three (3) years of service in the position of Corporal/Detective, and hold an Idaho P.O.S.T. Advance Certification, providing the Corporal/Detective has not received a job performance rating of Unacceptable in any performance factor on any evaluation during the twelve (12) months immediately preceding the date of reclassification.

Section 8- ELIGIBILITY TO MOVE FROM SERGEANT TO MASTER SERGEANT

Sergeants shall be eligible to move to the classification of Master Sergeant upon completion of not less than three (3) years of service in the position of Sergeant, hold an Idaho P.O.S.T. Advanced and Supervisory Certification, and have at least thirty-two (32) college credits, providing the Sergeant has not received a job performance rating of Unacceptable in any

performance factor on any evaluation during the twelve (12) months immediately preceding the date of reclassification.

Section 9- VACANCIES FILLED FROM PROMOTIONAL EXAMINATION REGISTERS

Vacancies in the ranks of Corporal/Detective, Sergeant, Lieutenant, and Captain shall be filled by the applicants who have taken the designated competitive examination(s) to test their qualifications for the particular position to which they seek promotion and whose names have been placed on the eligible register according to the following procedures:

- A. When a position in the classified Police Positions is to be filled, the Chief of Police shall appoint one (1) of three (3) candidates with the highest standings on the latest certified eligible register established for the position to be filled.
- B. Officers not promoted shall retain their relative position on the eligible register until the establishment of a new register. In the event there is a current eligible register, efforts will be made to fill the vacancy within thirty (30) working days of the occurrence of the vacancy. In the event that an examination must be held in order to establish an eligible register, efforts will be made to fill the vacancy within thirty (30) working days after establishment of the eligible register.

Section 10- ELIGIBILITY FOR PROMOTIONAL APPOINTMENTS AND EXAMINATIONS

- A. To be eligible to take a promotional exam for any rank, a police officer must not have received a job performance rating of Unacceptable in any performance factor on any evaluation during the twenty-four (24) months immediately preceding the date of the promotional exam. If less than four (4) applicants are eligible to take the examination, no examination shall be given.
- B. A Police Officer 1st Class shall be eligible to take an examination for promotion to the next higher rank of Corporal/Detective upon completion of at least five (5) years of police service, with at least two (2) of those five (5) years being served with the Pocatello Police Department, and holding an Idaho P.O.S.T. Intermediate Certification. Eligibility to take the examination will be extended to those officers who are within six (6) months of having completed the five (5) years of police service requirement; however, officers may not be promoted until they have completed the five (5) years of police service. Police officer shall mean a person in a position of Peace Office as established by the Idaho Peace Officers Standards and Training Council.

- C. A Corporal/Detective with an Idaho P.O.S.T. Advanced Certification, shall be eligible to take the examination for promotion to the next higher rank of Sergeant, upon completion of at least three (3) years of service at the rank of Corporal/Detective. The examination will be extended to those candidates who, at the time of the examination, are within six (6) months of completing the required three (3) years of service at the rank of Corporal/Detective, provided they will have completed the three (3) years of service in that rank prior to the date of promotion.
- D. A Sergeant with an Idaho P.O.S.T. Advance and Supervisory Certification, and at least thirty-two (32) college credits, shall be eligible for promotion to the next higher rank of Lieutenant, upon completion of at least three (3) years of service at the rank of Sergeant. The examination will be extended to those candidates who, at the time of the examination, are within six (6) months of completing the required three (3) years of service at the rank of Sergeant, provided they will have completed the three (3) years of service in that rank prior to the date of promotion.
- E. Lieutenants with an Idaho P.O.S.T. Management Certification, and at least sixty-four (64) college credits, shall be eligible for promotion to the next higher rank of Captain, upon completion of at least three (3) years of service at the rank of Lieutenant. The examination will be extended to those candidates who, at the time of the examination, are within six (6) months of completing the required three (3) years of service at the rank of Lieutenant, provided they will have completed the three (3) years of service in that rank prior to the date of promotion.
- F. If an officer accepts a promotion and later requests a reduction in rank prior to the expiration of the eligible register from which he or she was selected, the officer's name will be removed from the eligible register. The officer can re-test for a promotion during the next testing cycle.

Section 11- GRANDFATHER CLAUSE

Due to the recent changes to the promotional eligibility criteria a grandfather clause has been created for the fairest possible treatment of members. Any employee who was eligible to test for the next higher rank as of September 30th 2016, but no longer meets the necessary criteria listed in Section 10 of this Rule, will continue to be eligible to test for said rank until such a time that they either meet the criteria listed in Section 10 of this Rule or are promoted to the next higher rank. Once promoted to the next higher rank those employees will then be required to meet the criteria listed in Section 10 of this Rule for any further promotions in rank.

Section 12- NOTIFICATION OF PROMOTIONAL EXAMINATION

- A. A written examination for promotion to Corporal/Detective and an examination, including the assessment lab, for promotions to Sergeant, Lieutenant, or Captain, shall be given whenever necessary to establish an eligible register which shall be valid for one (1) year.
- B. The Police Chief shall determine the date of the tests set forth in this rule and inform the eligible candidates of the date, time, place, and nature of the test at least thirty (30) calendar days prior to the date of the examination.
- C. Upon notification by the Police Chief of the eligible position, officers shall have no more than seven (7) calendar days to submit in writing to the Police Chief their desire to apply for the position. Only those who have notified the Chief of Police in writing of their desire to apply for the vacancy will be considered.
- D. All persons who have notified the Chief of Police in writing of their interest will be required to take the written examination or the assessment lab. If less than four (4) applicants notify the Chief of Police in writing of their desire to apply for the position, no assessment lab or written examination will be given. If no written examination or assessment lab is given, review of performance evaluations and seniority points will determine final scores. When less than four (4) people indicate an interest, the eligible register shall serve only to fill the immediate vacancy.
- E. No examination shall be given for any one rank more frequently than once every twelve (12) months unless the eligible register is exhausted and a position becomes vacant.

Section 13- NATURE OF THE PROMOTIONAL EXAMINATIONS

- A. Promotions from Police Officer 1st Class to Corporal/Detective will be by written examination when there is an opening subject to this rule. The eligible register shall be derived from the rankings obtained by adding the points from the following:
 - 1. Written examination- A maximum of 100 points
 - 2. Seniority points- .04 points per month of accredited service
- B. For promotions involving Corporal/Detective to Sergeant, Sergeant to Lieutenant, and Lieutenant to Captain, an examination which shall consist of an assessment lab shall be given to all interested officers and in accordance to the provisions of this rule. The

eligible register shall be derived from the rankings obtained by adding seniority points equivalent to .04 points per month of accredited service to the assessment lab score.

Section 14- PREPARATION OF PROMOTIONAL EXAMINATIONS

In preparing the examination, a representative from the Human Resources Department shall consult with the Chief of Police or his or her designated representative and/or with specially qualified persons or experts outside the Classified Service concerning the qualifications to be required of the applicants and data upon which the examination may be based. No applicant shall be consulted regarding the content for the examination. Prior to giving the examination, all examination content intended for use shall be in the exclusive possession and control of the examiner who shall be accountable to the department for the secrecy thereof.

Section 15- PROMOTIONAL EXAMINATION RESULTS REVIEW

The scores derived from the examination, including the assessment lab, will be discussed individually with each candidate upon request in a post-examination interview to be conducted by the Chief of Police or his or her designee within thirty (30) calendar days of completion of the examination. The purpose of this interview will be to discuss with the candidate his or her areas of strengths and weaknesses as determined by the examination.

Section 16- REGULATIONS FOR EXAMINATIONS

- A. An examination shall be held in the presence of one (1) or more Human Resources Employee or their duly authorized representative(s).
- B. At the direction of the Examiner, time limits may be used. If time limits are used, they shall be fixed by the Examiner who shall 1) advise the applicants at the start of the examination and 2) during the examination to give adequate notice of elapsed time and time remaining.
- C. No book of reference or data of any kind shall be allowed during any examination unless required as part of the examination.
- D. All papers pertaining to the examination shall be distributed at the same time, provided that no applicant shall receive testing materials prior to the actual time the applicant takes any portion of the exam.
- E. All examination papers shall be collected upon expiration of the time limit set, if a time limit is used.
- F. If an applicant withdraws from an examination, the applicant shall turn in all papers that he or she received.
- G. In case of irregularity in an examination, the Examiner shall make a written report to the Department and the Union, and the report shall be filed with the working papers of the examination.

Section 17- PROTEST ON MANIFEST ERRORS IN GRADING

A written request for review of the grading must be filed with the Human Resources Department within seven (7) calendar days of the date the notice is sent concerning the standing of the applicant. No change in rating will be made except for a manifest error in grading. The Human Resources Department shall have the power to correct any error and amend or revoke any schedule, register, or other paper or record where it appears that an error or injustice has been done. After an eligible register has been corrected, amended, or revoked, notice shall be given to all persons whose standings upon the list may be affected by the alterations. The reasons for every action shall be recorded.

Section 18- INITIAL APPOINTMENT AND PROMOTIONAL RE-EXAMINATION

The Chief of Police shall have the power to order a re-examination of applicants whenever in his or her judgment the interest of the public service requires it.

Section 19- RETENTION OF INITIAL AND PROMOTIONAL EXAMINATION RESULTS

The examination results for all applicants shall be retained by the Human Resources Department for a period of two (2) years from the date the initial results are announced or until another examination is conducted, whichever is later. Such examination results may then be disposed of in accordance with the City of Pocatello Records Policy.

Section 20- PENALTY FOR ATTEMPTING TO INFLUENCE AN EXAMINER OR HUMAN RESOURCES

Any attempt on the part of an applicant (either by him or herself or through others with his or her knowledge) to influence or induce the Human Resources Department, or any Examiner or employee to give said applicant an undue advantage or to accord a special rating on an examination shall be sufficient cause for the rejection of the applicant and disciplinary action.

AGENDA

ITEM

NO. 12

RESOLUTION NO. 2016 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING THE DEPOSIT FEE PREVIOUSLY SET FORTH IN RESOLUTION NO. 2016-12, EXHIBIT "V" FOR THE UTILITY BILLING DEPARTMENT; PROVIDING THAT THESE FEES SHALL BE EFFECTIVE OCTOBER 1, 2016, THROUGH SEPTEMBER 30, 2017.

WHEREAS, the City of Pocatello City Council regularly sets fees for City provided services, licenses, permits, and programs available to the public, pursuant to Pocatello Municipal Code; and

WHEREAS, the City Council adopted Resolution No. 2016-12 on August 18, 2016 for the fees charged for City Departments and Services for the Fiscal Year of 2017; and

WHEREAS, Exhibit "V" pertains to the Utility Billing Department and the fees associated with said department's operation; and

WHEREAS, at the September 8, 2016 Study Session, the City Council reviewed proposed changes to the Pocatello Municipal Code, Chapter 13.30 "Utility Billing Services" and determined the appropriate deposit fee for new accounts;

WHEREAS, the current Exhibit "V" states that new accounts shall have a deposit fee in an amount up to \$300. Given the direction at the Study Session for the new account deposit fee to be \$150, said Exhibit "V" necessitates an amendment to clarify this fee;

WHEREAS, the fee of \$150 is less than \$300 previously noticed and said public hearing associated with this process has been closed; since this is a decrease in fee no additional public hearing process is required; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That fees for City provided for the Utility Billing Department shall be adopted and charged as they are more specifically delineated in Amended Exhibit "V", which is attached

hereto and incorporated herein, and be effective for Fiscal Year 2017, commencing October 1, 2016 through September 30, 2017, or until hereafter amended.

2. That the amendment or repeal of any one of the exhibits attached to and incorporated in this Resolution shall in no way affect the remaining exhibits to this Resolution, which shall remain in full force and affect.

RESOLVED this 15th day of September, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

**AMENDED EXHIBIT V
UTILITY BILLING DEPARTMENT FEES**

1. Processing and administrative fees for the Utility Billing Department shall be as follows:

Service Initiation	\$25.00
Deposit	\$150.00
Account Name Change/Transfer	\$12.00
Turn Off for Nonpayment/Reconnect	\$40.00
Special Turn Off/Turn On (extended absences, summer lines, seasonal)	\$25.00
Emergency Turn Off/Turn On	No Fee
Returned Check Fee	\$20.00
On-Site Collection to Avoid Shutoff	\$15.00
Late Fees on Account	3% of unpaid balance
Account Turned to Collection Agency	30% of balance
Special Handling Fee	\$50.00
Tow Truck Assistance	Not to exceed \$100.00
Unauthorized Obtainment of Water Fee	
First offense	\$50.00
Second offense	\$100.00
Third offense	issuance of a misdemeanor citation
Replacement Fees for Damaged City Property	
Locks	\$15.00
ERT's	\$80.00
Meters	Not to exceed \$150.00

AGENDA

ITEM

NO. 13

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING ORIGINAL ORDINANCE NO. 2955, THE APPROPRIATION ORDINANCE FOR THE FISCAL PERIOD OCTOBER 1, 2015, THROUGH SEPTEMBER 30, 2016; AS PREVIOUSLY AMENDED IN ORDINANCE NO. 2969 PROVIDING FOR AN INCREASE IN EXPENDITURES IN THE GENERAL FUND, STREET FUND, RECREATION FUND, TRANSIT URBAN FUND, SCIENCE AND ENVIRONMENT FUND, WATER FUND, AMBULANCE FUND, AND EASTERN IDAHO DEVELOPMENT CORPORATION FUND; WHICH INCREASES THE TOTAL FISCAL YEAR EXPENDITURES BY \$2,898,684; PROVIDING THAT THE REVENUE TO PAY FOR SAID INCREASES SHALL BE DERIVED FROM TRANSFERS, GRANTS, AND PREVIOUSLY UNAPPROPRIATED CASH BALANCES; PROVIDING THAT ALL OTHER PORTIONS OF APPROPRIATION ORDINANCE NO. 2955 NOT HEREIN PREVIOUSLY AMENDED IN ORDINANCE NO. 2969 NOT HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

WHEREAS, after the Fiscal Year 2016 Appropriations Ordinance was passed and approved, additional revenues, including grant funds, have been received which will require additional appropriations; and

WHEREAS, the Council has also decided to use existing cash balances to proceed with certain other additional expenditures to account for unanticipated events; and

WHEREAS, an amendment to the FY 2016 appropriation ordinance is required to reflect the increased revenue and expenditures for the above-mentioned purposes; and

WHEREAS, notice and hearing have been provided in accordance with Idaho Code §50-1002, §50-1003, and §50-1006;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the appropriations and the amount appropriated for the General Fund, Street Fund, Recreation Fund, Transit Urban Fund, Science and Environment Fund, Water Fund, Ambulance Fund, and Eastern Idaho Development Corporation Fund and the resultant expenditures as set out in Section 1 of Ordinance No. 2955 as previously amended in Ordinance

No. 2969, be hereby further amended to reflect increased expenditures to be derived from additional revenues, transfers, fund cash balances and/or grant funds:

OBJECTS AND PURPOSES	AMOUNT APPROPRIATED	
001 General Fund	\$33,380,064	\$33,380,411
003 Street Fund	\$ 6,464,234	\$ 6,614,234
004 Recreation Fund	\$ 1,842,210	\$ 1,887,104
009 Transit Urban Fund	\$ 1,930,065	\$ 1,950,065
017 Science and Environment Fund	\$ 389,289	\$ 411,687
031 Water Fund	\$ 12,318,404	\$ 14,862,612
035 Ambulance Fund	\$ 3,197,682	\$ 3,266,519
954 Eastern Idaho Development Corp. Fund	\$ 213,074	\$ 261,074
 TOTAL ALL AMENDED FUNDS	 \$59,735,022	 \$62,633,706

Section 2: That all other portions of the Fiscal 2016 Appropriation Ordinance (No. 2955 and No. 2969, not herein amended shall remain in full force and effect.

Section 3: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law, the rule requiring that an ordinance be read on three separate occasions having been dispensed with.

PASSED AND APPROVED this 15th day of September, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

PUBLISHED:

SUMMARY OF
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING CHAPTER 13.30 "UTILITY BILLING SERVICES" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO REVISING SECTION 13.30.040 "ESTABLISHING ACCOUNTS" FOR THE RETENTION OF AN ACCOUNT DEPOSIT THROUGHOUT THE ACCOUNT'S ACTIVITY TO BE APPLIED TO THE LAST BILLING BALANCE; REVISING SECTION 13.30.090 "ACCESS TO THE PREMISES" TO PROVIDE FOR CUSTOMER CONDUCT AND A PENALTY OF A MISDEMEANOR CITATION IN THE EVENT THEFT OF SERVICES OCCURS; AND THE ENACTMENT OF SECTION 13.30.120 ENTITLED "UNAUTHORIZED MATERIAL AND INJURY TO EQUIPMENT"; PROVIDING THAT ALL OTHER SECTIONS OF CHAPTERS 13.30 NOT HEREIN AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

The full text of this ordinance is available at the City Clerk's Office, Pocatello Municipal Building, 911 North 7th, Pocatello, Idaho.

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THE FOREGOING SUMMARY IS APPROVED for publication this 15th day of September, 2016 by the City Council of the City of Pocatello.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. _____ and that the summary provides adequate notice to the public of the contents of this ordinance.

DATED this _____ day of September, 2016.

A. DEAN TRANMER, City Attorney

PUBLISH:

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING CHAPTER 13.30 "UTILITY BILLING SERVICES" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO REVISING SECTION 13.30.040 "ESTABLISHING ACCOUNTS" FOR THE RETENTION OF AN ACCOUNT DEPOSIT THROUGHOUT THE ACCOUNT'S ACTIVITY TO BE APPLIED TO THE LAST BILLING BALANCE; REVISING SECTION 13.30.090 "ACCESS TO THE PREMISES" TO PROVIDE FOR CUSTOMER CONDUCT AND A PENALTY OF A MISDEMEANOR CITATION IN THE EVENT THEFT OF SERVICES OCCURS; AND THE ENACTMENT OF SECTION 13.30.120 ENTITLED "UNAUTHORIZED MATERIAL AND INJURY TO EQUIPMENT"; PROVIDING THAT ALL OTHER SECTIONS OF CHAPTERS 13.30 NOT HEREIN AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

WHEREAS, the Utility Billing Director has reviewed the provisions of Chapter 13.30 "Utility Billing Services" of the revised and compiled ordinances of the City of Pocatello and has recommended several additions to the code to provide for the maintenance and care of the City's metering systems which it administers as well as provisions setting forth customer conduct; and

WHEREAS, the current code provides for the return of the account deposit to the account holder after fifteen (15) consecutive months without late payment or returned checks for the account. It is recommended that the City retain the deposit until the account is closed, with the deposit amount being applied to the last billing balance (if any), to lessen the risk of an overdue delinquent account to the City's detriment; and

WHEREAS, the current code does not allow for the enforcement of repayment from the account holder if he or she breaks, blocks, damages, destroys, uncovers, defaces or tampers with any property, equipment or appliance constituting a part of the water service/connection to the residence/building. The Utility Billing Director recommends enacting language specifically providing for any injury to the City's equipment to be the fiscal

responsibility of the account holder and provide that said account holder may be cited with a misdemeanor citation for said injury to property; and

WHEREAS, on occasion, the shut-off of services may be necessary at a residence/building and in an effort to obstruct access to the meter vault/area, a person may place items such as vehicles, trailers, or other pieces of equipment/material over the area to prolong the shut-off of services. This delaying conduct is inappropriate and wastes valuable resources and staff time; therefore language requiring the resident/property owner to be cooperative is being suggested; and

WHEREAS, sometimes subsequent to the services being turned off, the resident or other party may turn said services back on, without authorization by the City, therefore the Utility Billing Director recommends adding language to the code stating that this constitutes a theft of services and may be punishable by misdemeanor citation; and

WHEREAS, the above modifications were presented to the City Council at the September 8, 2016 Study Session at which time the Council determined that the recommended changes are appropriate and reasonable and further directed preparation of an Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCA TELLO, AS FOLLOWS:

Section 1: That Section 13.30.040 "Establishing Accounts" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:

B. Fees And Deposits: The utility billing department shall collect fees for turning water service on and/or off, for transferring accounts, and such other fees and deposits as set from time to time by resolution of the city council. If water service is available to the premises but is not on, a turn on fee shall be charged and due with the first regular billing statement for the premises. In the event water is still on at the premises, a transfer fee shall be charged and due with the first regular billing statement for the premises. ~~Payment of a deposit may be required as determined by the utility billing director, or his/her designee based upon credit reporting information.~~ If service was previously established in the name of a spouse, and an ex-spouse,

widow, or widower desires an account in his/her own name no fee or deposit shall be collected for the transaction, provided the records do not show late payments or returned checks during the twelve (12) months prior to the request. All deposits shall be held as guarantee of payment, but may be applied to an account balance after fifteen (15) consecutive months without late payment or returned checks for the account. A deposit may be applied to an account earlier than fifteen (15) months at the discretion of the utility billing director or his/her designee. Upon termination of utility service, any such deposit not previously so applied may be refunded to the party in whose name the account is listed, less any sum which may be due the city. Provided, however, that if the customer is moving to another service address, the final balance for the former service address, less any deposit, if applicable, may be transferred from the customer's former account and credited and/or charged to the new account. An account holder owing a past due amount may not open a new service account until the past due amount is paid in full. An account which is unpaid and/or sent for collection shall be deemed to be an account which was shut off for nonpayment, and neither a reinstatement of service nor a new service shall be provided until all amounts owed and an applicable deposit have been paid. A reconnect/nonpayment fee shall be charged on any account which was shut off for nonpayment, and said fee shall be due with the first regular billing statement thereafter.

Section 2: That Section 13.30.090 "Access to Premises" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:

13.30.090 Access to Premises and Meter

A. Employees of the utility billing department properly identified shall have unobstructed access from seven o'clock (7:00) A.M. to nine o'clock (9:00) P.M., to all parts of premises as may be necessary to read, conduct maintenance and/or turn the metered services on or off. meters. Employees of the sanitation department shall have similar access for the purpose of placing, maintaining, or removing automated carts, dumpsters, and/or roll-off boxes and for collection of refuse.

B. It is unlawful for any person to interfere with or obstruct the utility billing director or his/her employees during the performance of his/her duties under this Chapter.

C. The utility billing director is authorized to take any measure he/she deems appropriate to abate nuisances relating to the provisions of this Chapter within the City.

D. Any person whom obtains services, who is unauthorized to do so, or turns the water meter on once the system has been turned off by a City employee may be subject to penalty for theft of services, punishable by a misdemeanor citation as per State or Municipal law/regulations.

Section 3: That Section 13.30.120 “Unauthorized Material and Injury to Equipment” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby enacted to read as follows:

13.30.120 Unauthorized Material and Injury to Equipment

It shall be unlawful for any person to break, block, damage, destroy, uncover, deface or tamper with any property, equipment, or appliance constituting a part of the City’s water meter system. No person shall open, touch or deposit material of any kind or any items in a City water meter vault without permission from the utility billing director and/or his/her designee. No person shall place vehicles, trailers, or any other equipment or structures over a water meter vault. The water meter vault shall be free from obstruction and accessible by a City employee at all times.

Section 4: That all other sections of Chapter 13.30 Utility Billing Services not herein amended shall remain in full force and effect.

BE IT FURTHER ORDAINED that this ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this 15th day of September, 2016.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk