

**CITY OF POCATELLO**  
**CITY COUNCIL MEETING AGENDA**

October 6, 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 Tony Seikel, Portneuf Sangha.

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 September 8, 2016 Study Session and the September 27, 2016 Executive Session.

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

(c) AIRPORT COMMISSION REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Cesar Salgado to continue his service as a member of the Airport Commission. Mr. Salgado's term will begin October 9, 2016 and will expire October 19, 2018.

(d) GOLF ADVISORY COMMITTEE REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Roger Musser to continue his service as a member of the Golf Advisory Committee. Mr. Musser's term will begin October 20, 2016 and will expire October 20, 2019.

(e) HISTORIC PRESERVATION COMMISSION APPOINTMENT: Council may wish to confirm the Mayor's appointment of Paul Sivitz to serve as a member of the Historic Preservation Commission, replacing Jeffrey Jimenez who resigned. Dr. Sivitz's term will begin October 7, 2016 and will expire August 22, 2017.

(f) SISTER CITIES COMMITTEE REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Peggy Johnson to continue her service as a member of the African Sister Cities Subcommittee. Ms. Johnson's term will begin October 21, 2016 and will expire October 21, 2020.

(g) RESOLUTION—AMENDING POCATELLO/CHUBBUCK MAYORS' YOUTH ADVISORY COUNCIL PROVISIONS: Council may wish to consider approving a resolution consolidating two resolutions into one and amending the references to local high schools, list of officers, membership number and election process.

(h) COUNCIL DECISION—TUSCAN VIEW SUBDIVISION: Council may wish to adopt its decision approving the Final Short Plat approving the Final Short Plat for the Tuscan View Subdivision, which divides 3.09 acres into 2 residential lots, zoned Residential Estate (RE) density, subject to conditions. The proposed subdivision is a replat of Lot 12 Block 1 of the Tuscan Hills Subdivision 2nd Addition and both lots will have frontage on and be accessed via Siena Drive.

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. DAY CARE LICENSE DENIAL APPEAL—LLOYD

Amy Lloyd will be present to appeal the decision of Police Department staff which denied Ms. Lloyd a Day Care License.

7. PUBLIC HEARING—COMMUNITY DEVELOPMENT BLOCK GRANT IDENTIFIED NEEDS

This time has been set aside for the Council to accept testimony from citizens and organizations on any housing or non-housing community development needs they have identified. The Council will also review written Statements of Intent to Apply for Program Year 2017 Community Development Block Grant funding and organizations may present their proposals for funding.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM7.PDF](#)

8. SHORT PLAT SUBDIVISION—MARTINEZ ESTATES

Martin Martinez (mailing address: 725 Aspen Lane, Pocatello, ID 83204) and Matt Baker of Summit Land Surveying (mailing address: 366 Washington Avenue, Pocatello, ID 83201) have submitted an application for a short plat to subdivide 725 Aspen Lane into two (2) residential lots. This short plat is to be called Martinez Estates.

Staff recommends approval, subject to conditions contained in the staff report.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM8.PDF](#)

9. THRESHOLD EXCEPTION REQUEST FOR NEIGHBORWORKS POCATELLO

Council may wish to consider a threshold exception request by NeighborWorks Pocatello in the infill housing program, allowing them to apply for Program Year 2017 funds although 50 percent of Program Year 2016 funds are not anticipated to be expended by October 1, 2016.

Neighborhood and Community Services staff recommends approval of the request.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM9.PDF](#)

10. PAINT STRIPING MACHINE SOLE SOURCE EXPENDITURE AND DECLARATION—  
STREET OPERATIONS

Council may wish to accept the recommendation of staff and declare the purchase of a 2003 Mack TMT 507P Airless Paint Truck from Traffic Markings, Inc., to be a valid sole source expenditure. The purchase price of approximately \$83,000.00 will include delivery.

Council may also wish to authorize the Mayor to sign any contractual documents related to the purchase, subject to Legal Department review.

Funding for the purchase is available in the Street Operations Department Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM10.PDF](#)

11. REFLECTION GARDEN PROJECT—CALDWELL PARK

Council may wish to consider the following requests regarding the construction of a Reflection Garden at Caldwell Park:

- a) Approve an agreement with Project Developers represented by Janet Schubert (3578 Wild Mountain Road, Pocatello, ID 83204) for construction of a Reflection Garden amenity at Caldwell park, per outlined agreement terms and conditions; and
- b) Per Project Developer request, direct Parks and Recreation Department Staff to perform needed tree removal and park irrigation retrofits in support of the project, and absorb related costs into general operations; and
- c) Authorize the Mayor's execution of the Agreement between the City of Pocatello and the Project Developers for the Reflection Garden Project.

This project request was presented at the September 8, 2016 Study Session. Council was supportive of the request pending agreement on additional project related items noted in the Study Session Staff report, and preparation of an agreement document outlining terms and conditions for the project. Both items have been addressed and completed.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM11.PDF](#)

12. PROFESSIONAL SERVICE AGREEMENT—JAZZERCISE POCATELLO

Council may wish to consider a request from Angie Dangerfield d/b/a Jazzercise Pocatello (mailing address: 6191 Indian Tree Lane, Pocatello, ID 83204) to use the Community Recreation Center (CRC) facility to conduct a contractual fitness program. The agreement outlines compensation to the City for participants utilizing the program and CRC lease guidelines to allow Pocatello Jazzercise to use the facility.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM12.PDF](#)

13. COLLECTIVE BARGAINING AGREEMENT FOR POCATELLO FIRE UNION LOCAL NO. 187

Council may wish to approve the adoption of the Fiscal Year 2017 – 2020 Collective Bargaining Agreement (CBA) for the Pocatello Firefighters Local No. 187, subject to Legal Department review. This CBA is the new multi-year contract reached during mediation.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM13.PDF](#)

#### 14. 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.

14a. An ordinance amending Pocatello Municipal Code Title 2, Chapter 14, "Civil Service Commission for Police and Fire Departments", removing all references to the Pocatello Police Department as this Department has elected to provide its own Personnel Administrative Rules that were prepared by a joint committee of City and Union representatives. Said Rules were adopted by the City Council as an attachment to the Collective Bargaining Agreement (effective from October 1, 2016 – September 30, 2017) at the Regular City Council meeting held September 15, 2016. (Ordinance is prepared for reading under the rules of suspension.)

14b. An Ordinance amending Pocatello Municipal Code Title 15, Chapter 42, "Wireless Communications Towers and Facilities" (WCF). The proposed ordinance places the City in compliance with Federal legislation known as the Spectrum Act and contains changes pertaining to the siting and permitting of wireless communication facilities. Said code modifications were presented to the Council at the May 12, 2016 Study Session and a Public hearing before the City Council was held on September 15, 2016. (Ordinance is prepared for reading under the rules of suspension.)

Documents:

[AGENDA-ITEM14.PDF](#)

#### 15. DISCUSSION ITEMS

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

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

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

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

#### READING OF AN ORDINANCE PROCEDURE

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

**AGENDA**

**ITEM**

**NO. 3**

**Consent**

**Agenda**

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL STUDY SESSION  
SEPTEMBER 8, 2016

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AGENDA ITEM NO. 1: Mayor Brian Blad called the City Council Study Session to order  
ROLL CALL at 9:02 a.m. Council members present were Heidi Adamson,  
Roger Bray, Steve Brown, Gary Moore, and Michael L. Orr.  
Council member Jim Johnston arrived at 9:03 a.m.

AGENDA ITEM NO. 2: Frank Hartlieb, Chair Person from the Pocatello Arts Council  
POCA TELLO ARTS was present to discuss the Arts Council's goals and projects, as  
COUNCIL UPDATE well as City Council's policies and expectations.

Mr. Hartlieb gave an overview of recent activities by the Arts Council. He also reviewed the educational programs the Council has worked on which included music and art activities. Mr. Hartlieb described the travertine art sculptures that the Council hopes will be placed in City parks. Unveiling of the sculptures will be held during the Sagebrush Arts Festival. Mr. Hartlieb will contact the Park and Recreation Advisory Board for their recommendation of where to place the sculptures. It was mentioned the Idaho Commission of the Arts 50 Year Anniversary is this year and multiple activities are happening.

Mayor Blad stated it has been a busy year and the Arts Council has done a great job to boost the arts in Pocatello.

AGENDA ITEM NO. 3: Kathleen Lewis, Chair Person, and Matthew Lewis, Planning  
PLANNING AND ZONING Manager and Staff Liaison; representing the Planning and  
COMMISSION UPDATE Zoning Commission were present to discuss the Commission's  
goals and projects, as well as Council's policies and expectations.

Mr. Lewis noted City staff appreciates all the Commission does to review applications and analyze data. He mentioned time spent reviewing the subdivision policy was a busy time for staff and the Commission.

Ms. Lewis noted the individuals that serve on the Commission are an excellent working group. The members are dedicated and are a good representation of the community. She noted there has been increased development in the community which is keeping them busy. It was mentioned the City's subdivision ordinance had a full review and multiple meetings were held to accomplish this.

Mr. Moore stressed the importance of what the Commission does for quality development in Pocatello. He feels the review of applications and suggested amendments by the Commission are a vital part of smart development and addressing water quality issues in the community.

In closing, Ms. Lewis stated when reviewing items, the Commission considers the impact on the community and environment.

AGENDA ITEM NO. 4: Janet Schubert, representative of Family and Friends of Dr.  
COLLEGE William W. Schubert; Shannon Ansley, College Neighborhood  
NEIGHBORHOOD Association; Jerry Myers, Myers-Anderson Architects; and Ron  
REFLECTION GARDEN Dykman of Dykman Construction; presented information  
PROJECT-CALDWELL regarding placement of a Reflection Garden in Caldwell Park.  
PARK The Parks and Recreation Advisory Board has reviewed the  
proposal and recommends approval. Donations to fund

construction of the project have been secured by the resident group. Other associated costs will also need to be addressed.

Ms. Schubert reviewed the group's goal and fundraising efforts to move forward with the proposed project. She noted Mr. Myers has designed the proposed Reflection Garden for Caldwell Park and the project is fully funded. Ms. Schubert reported the garden was presented to the Parks and Recreation Advisory Board on August 4, 2016. The Board's suggestions have been taken into account and the plan modified accordingly.

Mr. Myers explained the group looked at a few different sites before settling on the Caldwell Park area. He noted the contractor is very excited about the project. Mr. Myers gave a description of the bubbling water area within the pad and proposed lighting features. He mentioned a small plaque will be placed to recognize the donors. Mr. Myers explained the group has been working on the project for six (6) years and hope to get direction from Council to move forward at this time.

Mr. Moore feels partnering with organizations is a great way to get projects like these done and he supports the concept.

In response to questions from Council, Mr. Myers outlined the water feature recirculating process and lighting features. He mentioned the bubblers will not run all of the time.

In response to questions from Council, John Banks, Parks and Recreation Director, anticipates minimum costs to maintain trees near the garden. However, he does have concerns with maintenance costs for the water bubbler features. This is a highly used park and the addition of the Reflection Garden should not hinder regular activities. It was noted the water bubblers will only operate in the warmer weather months.

Ms. Adamson shared her appreciation to all that have worked on the project. The group's fundraising efforts and pleasant garden design of the garden will be a great addition to the park.

Mayor Blad mentioned Council needs to keep in mind the popular use of Caldwell Park. He noted that the Park is used by several organizations for their annual events and the School District Summer Lunch program.

Mr. Banks provided information noting that staff is supportive of the project request, and are of the opinion that the Reflection Garden would be a wonderful park amenity that would be very much enjoyed and heavily used. Staff also agrees with the Parks and Recreation Advisory Board that the project would be a great example of public/private partnership for the benefit of the community. The majority of the Reflection Garden is virtually maintenance free, or includes maintenance which can be absorbed by the Parks Department in the general maintenance efforts for Caldwell Park. However, staff does have concern with the potential for on-going maintenance of the water feature components (water bubblers, re-circulating pump and filtration system, etc.), as well as the possibility for on-going water bubbler issues due to misuse, and the resulting costs associated. Therefore, staff recommends approval of the request with the following conditions: a) requesting group be financially responsible for on-going care and maintenance/repair of the water feature components portion of the Reflection Garden, to include water bubblers, re-circulating pump and filtration system, and associated tumbled cobble/mosaic tile areas, via establishment of a perpetual care/contingency fund (or the like); b) secure needed building permits and provide all plans/construction drawings/specifications necessary to obtain needed permits; c) Reimburse City/Parks Department for the costs of tree removals associated with the project; d) reimburse

City/Parks Department for the cost of potable water supply connection associated with the project; e) reimburse City/Parks Department for park irrigation system retrofitting needed to accommodate project; f) consultation with City Arborist regarding appropriate tree selections for the project/Caldwell Park; g) provide signage indicating that the water feature water is not suitable for drinking and/or splashing (final sign wording to be determined); and h) should current park electrical capacity prove to not be sufficient to accommodate project needs, reimburse City/Parks Department for the cost of providing additional needed electrical capacity.

A majority of the Council supported the Reflection Garden concept. It was noted that a final decision will be voted upon at a later date.

AGENDA ITEM NO. 5: Ladd Edmo, Land Use Commissioner; Alonzo Colby, Planning Director; Anthony "Pete" Broncho, Transportation Manager; and Sherwin Racehorse, Senior Planner, representing Shoshone-Bannock Tribes; and Shelly Wade, AICP, Project Manager for STRATEGY PRESENTATION Agnew::Beck Consulting were present to discuss the development of a Comprehensive Economic Development Strategy (CEDS) for the Fort Hall Indian Reservation. The CEDS is an Economic Development Administration-funded effort to develop a plan to build stronger, more economically resilient Southeast Idaho communities, tribes and region.

Ms. Wade gave a brief overview of the CEDS process, their project timeline and key milestones. As well as, the potential role of the City Council in this process. She highlighted the following concepts: a) demographic and economic profile of Southeast, Idaho, including trends and projections; b) Regional strengths, weaknesses, opportunities, and threats that will help or hinder economic development in Southeast Idaho; and potential economic development projects, including opportunities for community and regional collaboration. Ms. Wade introduced representatives of the Shoshone-Bannock Tribes in attendance with the addition of Monte Gray, Legal representative.

Mr. Edmo thanked the City Council for the opportunity to give today's presentation. He noted that Tribal members come to Pocatello daily to do business and he would like City Council to understand they want to work with agencies to improve east Idaho.

Mr. Racehorse gave a project overview of what a CEDS is. It is his desire to be known as the Planning Department that produced. His department applied for federal funding and was awarded \$90,000.00 for projects in 2015. Mr. Racehorse thanked the Mayor and City Council for their work with the Tribal Council and he would like to encourage rebuilding with city and county representatives by conducting a regional stakeholder process.

Ms. Wade reviewed the timeline and progress to date. They are: CEDS Committee Development; Three Business Council and CEDS Committee meetings; over 40 regional stakeholder interviews; review of over 20 past/existing planning documents; "Draft" demographic and economic data profile; draft SWOT Analysis and Potential Projects list. There are currently 5,892 tribally enrolled members. (2016); 67% of tribal members live on the reservation; the total population on the reservation is 5,896. (2014); the Tribe directly employ 920 individuals; and additional 1,475 jobs are created through tribal activity such as agriculture, tourism and construction; Fort Hall Indian Reservation encompasses 544,000 acres, of which 110,000 acres are tribally owned agricultural lands; and 98% of reservation land is owned by Shoshone-Bannock Tribes or individual tribal members.

General discussion followed. It was mentioned an upgrade to exit 80 on Interstate 15 is being discussed with Idaho Transportation Department. This is part of the Shoshone-Bannock Tribes master plan to create new business and economic development on the reservation. The CEDS Committee extended an invitation to City Council members to attend a meeting to discuss the CEDS project. It was suggested that the City appoint a couple of City representatives to attend the meetings. The date will need to be established and noticed.

Mr. Colby thanked the City Council for meeting with the Commission today. He would like to make southeast Idaho a great place for children to live.

Mr. Racehorse encouraged both groups to move forward in what they are doing because they are one community. There are great things happening and he enjoys being on the transportation side. Mr. Racehorse would like to work together with the City moving forward.

Mr. Moore acknowledged there is an active gaming industry/casino on the Fort Hall Indian Reservation. He would like the City to be more active to inform individuals visiting Pocatello about gaming options located at the casino.

Mr. Colby explained they have a marketing representative that can help with ideas to spread the word about the casino. He mentioned that construction is scheduled for a new casino and the contractor will be out of the Idaho Falls area.

Ms. Wade suggested some kind of strategic marketing effort to benefit the community be researched.

In closing, Mr. Orr added that he feels the groups need to move forward.

AGENDA ITEM NO. 6: Cindy Robbins, Utility Billing Director, and Joyce Stroschein, Chief Financial Officer/Treasure, were present to suggest changes to Pocatello Municipal Code 13, Chapter 30, "Utility Billing Services", which include 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. An Ordinance has been prepared based on the proposal for Council action at a subsequent meeting. Staff is also seeking Council guidance for establishing a deposit amount.

Ms. Robbins gave an overview of the current deposit guidelines. She suggested a change to the deposit criteria based upon a user's collection history. The suggestions are: a) increase deposit to cover 3 months of service (\$225.00 to \$300.00); b) increase deposit to cover 2 months (\$150.00 to \$200.00); and c) all deposits will be held until the final billing as guarantee of payment. This change will be applied to all accounts going forward. All accounts established prior to the change will still receive their deposit back after 12 months. However, the account will be subject to the new ordinance if services are shutoff for nonpayment.

In response to questions from Council, Ms. Robbins clarified the actual number of utility accounts that are delinquent. She explained the number of accounts provided to the Council is just a one month snapshot.

Mr. Bray would like a breakdown of actual losses for sanitation, sewer and water departments as a result of delinquent accounts and how each department is affected. He feels if the monetary losses can be minimized, the City will not need to consider high utility rate increases.

Ms. Stroschein stated the City is not trying to obtain a late fee on utility accounts. Staff would prefer the consumption be paid timely to avoid the extra staff time and cost to process delinquent accounts.

In response to questions from Council, Ms. Robbins explained it is very difficult to obtain a judgement for payment once renters have moved without paying their utility bill. The City does not require landlords to pay for past due utility accounts left by their renters. She noted that in most cases, the renter does not provide a forwarding address. After three collection letters have been issued by staff, the account is submitted to the City's Collection Agency.

Council discussion continued regarding the costs of sending past due accounts to collections. Costs for the collection agency and difficulty to enforce and serve a judgment were reviewed. Discussion regarding adequate deposit amounts followed. It was also suggested the period of days to allow the account to be delinquent be limited to 60 instead of 90 days. Utility Billing staff could set up the automated late payment reminder phone call to go out earlier, as well.

Ms. Adamson expressed her appreciation that staff is looking at modifying the process. She agreed that a deposit should be retained until the account is closed. However, she shared her concerns with determining a deposit amount. If the customer is a high credit risk, implement a higher deposit and if they have a good credit score, the deposit could be lower. Ms. Adamson would like to consider the establishment of tiers to identify the deposit amount to be based upon a customer's credit score. She agreed the service should be turned-off sooner than 90 days.

Ms. Stroschein explained staff could research the credit score tier system. However, once a customer is late or the services are turned-off, they must provide a deposit. She feels the biggest impact to customers will be increasing the deposit from \$65.00 to \$150.00.

In response to questions from Council, Ms. Robbins explained she does not feel comfortable with charging renters a higher deposit than property owners.

Council discussion continued regarding credit report costs and charging a fee to cover the credit report expense. It was mentioned Idaho State University students may not have an established credit history to determine a deposit amount. Council would like more information regarding the costs to run a credit report and establish a tier system. It was suggested the final notice should be sent once an account is at approximately 60 days. Establishing a fair deposit amount was debated.

Ms. Robbins explained the issues she has experienced with the existing deposit process and provided the following example: 1) a customer's \$65.00 deposit is returned under the current process, 2) unexpected problems occur regarding the account and services are terminated, 3) another deposit and the past due amount are required to restore services. This results in: a) additional burden on a customer already in a difficult situation and b) leaves the account without any guarantee of payment when the account is finalized (even the best accounts can have the owner pass away leaving a balance due).

Ms. Robbins feels the proposed change to retain deposits within the account will decrease the number of unpaid utility accounts and help customers who fall behind on their account. However, a

deposit amount needs to be established to meet the City's needs and be affordable for new utility users.

A majority of the Council supported the \$150.00 deposit and to shorten the cut-off of accounts to 60 days. It was noted that a resolution establishing the deposit amount and an ordinance with proposed amendments, as outlined, will be considered at the September 15, 2016 Council meeting.

Council instructed staff to prepare information regarding the pros and cons of establishing a credit score/tier deposit system for City utility deposits. The information will be presented at the October 13, 2016 Study Session.

AGENDA ITEM NO. 7: Joyce Stroschein, Chief Financial Officer/Treasurer was present to discuss proposed "September" amendments to the current FISCAL YEAR 2016 SEPTEMBER BUDGET AMENDMENTS Fiscal Year 2016 budget.

Ms. Stroschein gave a brief overview of the proposed amendments. She mentioned 8 amendments affecting 8 funds are listed. They are: Mayor and Council Department (\$347.00); Street Department (\$150,000.00); Recreation Department (\$44,894.00); Transit Urban (\$20,000.00); Science and Environment (22,938.00); Water Department (\$2,544,208.00); Ambulance (\$68,837.00); and Eastern Idaho Development Corporation (\$48,000.00). Total amendment is \$2,898,684.00. Ms. Stroschein noted a public hearing to discuss the proposed amendments will be held on September 15, 2016. An ordinance has been prepared for Council consideration following the public hearing.

AGENDA ITEM NO. 8: At 11:15 a.m. Mayor Blad and Council members Adamson, Bray, BROWN, Johnston, Moore and Orr left the Council Chambers and participated in a working lunch in the Mayor's Conference Room. Discussion centered on economic development, Council involvement with City advisory boards and general City topics. No formal action was taken.

Mayor Blad adjourned the meeting at 2:37 p.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCATELLO, IDAHO  
CITY COUNCIL EXECUTIVE SESSION  
SEPTEMBER 27, 2016

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An Executive Session of the City Council was called to order by Mayor Brian Blad at 10:04 a.m. in the Paradise Conference Room at City Hall. Council members present were Heidi Adamson, Roger Bray, Steve Brown and Jim Johnston. Council members Gary Moore and Michael L. Orr were excused.

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

In addition to the Mayor and Council members, Ruth Whitworth, City Clerk; Joyce Stroschein, Chief Financial Officer/Treasurer; Heather Buchannan, Human Resources Director; Lynette Sampson, Human Resources Consultant; David Gates, Fire Chief; and Scott Marotz, Anderson, Julian & Hull, LLP; were present.

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

Mayor Blad adjourned the Executive Session at 11:02 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

PREPARED BY AND ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

RESOLUTION NO. 2016-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, CONFIRMING THE COMMITMENT OF THE CITY TO RETAIN THE POCATELLO YOUTH FORUM AS AN ADVISORY BOARD TO THE MAYOR AND COUNCIL ON MATTERS PERTAINING TO PROGRAMS, FACILITIES, AND CONCERNS OF LOCAL YOUNG PEOPLE; REMOVING THE REFERENCES TO SCHOOL DISTRICT #25 AS A PRIVATE HIGH SCHOOL HAS BEEN ESTABLISHED; AMENDING THE APPOINTMENT OF OFFICERS TO THE BOARD; AMENDING THE MEMBERSHIP NUMBER; AND REMOVING REFERENCES TO THE PERCENTAGES OF EACH SCHOOL'S PARTICIPATION TO AN EQUAL REPRESENTATION FROM ALL POCATELLO AND CHUBBUCK HIGH SCHOOLS. IN THE BEST INTEREST OF CLARITY, SAID MODIFICATIONS ARE REPRESENTED WITH THE CREATION OF A NEW RESOLUTION INCORPORATING ALL CHANGES SINCE 2005 AND THEREFORE RESOLUTION NOS. 2005-07 AND 2011-04 SHALL BE REPEALED.

WHEREAS, the Pocatello Youth Forum is an advisory group authorized by City of Pocatello Resolution No. 2005-07 as resolved on March 3, 2005, which provides advice to the Mayor and City Council on matters pertaining to programs, facilities, and concerns of local young people; and

WHEREAS, said 2005-07 Resolution was amended on May 19, 2011 by Resolution No. 2011-04 which amended the advisory group's name, officers of the Board as well as the appointment process for said board members; and

WHEREAS, references to School District #25 should be removed as a private High School has been created within the Pocatello and Chubbuck school systems; and

WHEREAS, the Mayors are no longer appointing the officers and new positions have been added to the Advisory Board; and

WHEREAS, the membership number has been increased to 45 members and should be comprised of equal representation from all Pocatello/Chubbuck high schools necessitating modifications to Resolution No. 2005-07; and

WHEREAS, since there are a number of modifications to be made to the two previously adopted Resolutions, the Council has identified the need to consolidate the changes made since 2005,

repeal Resolution Nos. 2005-07 and 2011-04 and adopt a new Resolution encompassing all modifications for clarity;

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

1. That the City hereby confirms its commitment to retaining the Pocatello Youth Forum as one of its advisory boards.

2. That the members of said advisory board shall be high school students from within the Pocatello and Chubbuck cities, area home schooled high school students, area students enrolled in online academies, from applications received, contingent upon receipt of written consent of a parent or guardian and joint approval of the Mayors of Pocatello and Chubbuck. The advisory board shall be comprised of not more than 45 members with an equal representation from all Pocatello and Chubbuck high schools.

3. The Mayor or a City Council member from Pocatello and the Mayor or a City Council member from Chubbuck will each serve as a liaison between the Pocatello/Chubbuck Mayors Youth Advisory Council and their respective City.

4. All members shall serve without compensation. Voting members are eligible to serve through their senior year. More than three unexcused absences in any given year may be grounds for removal from the Forum. Vacancies will be filled in the same manner as original appointments.

5. The officers shall consist of a Chair, Vice-Chair, Secretary, Treasurer, and such other officers as the membership deem necessary. Elections shall take place at the direction of the membership and shall only be voted on by the membership.

6. That regular monthly meetings must be held at a time and a place chosen by the members and approved by the Mayors of Pocatello and Chubbuck. The Pocatello/Chubbuck Mayors

Youth Advisory Council shall advise the Mayors of Pocatello and Chubbuck on all matters pertaining to programs, facilities, problems and any other areas concerning the youth of the City. All special functions, projects, fundraisers, brochures, etc., must be approved by both Mayors in advance.

7. That the Chair of the Pocatello/Chubbuck Mayors Youth Advisory Committee shall continue to be responsible for setting meeting agendas, conducting meetings, communicating, as authorized by the members, on behalf of the Youth Council with the Mayor of Pocatello and the Mayor of Chubbuck or the public.

RESOLVED this 6<sup>th</sup> day of October, 2016.

CITY OF POCATELLO, a municipal  
corporation of Idaho

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BRIAN C. BLAD, Mayor

ATTEST:

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RUTH E. WHITWORTH, City Clerk

**CITY COUNCIL DECISION  
FINAL SHORT PLAT APPROVAL  
TUSCAN VIEW SUBDIVISION  
(a replat of Lot 12 Block 1 Tuscany Hills Subdivision 2<sup>nd</sup> Addition)**

Tuscany Hills 2, LLC, an Idaho Limited Liability Company as the sole vested Owner and Developer, and represented by Rocky Mountain Engineering and Surveying, submitted an application to subdivide approximately 3.09 acres (more or less) into two (2) residential lots which are zoned Residential Estate (RE) density. The proposed subdivision is a replat of Lot 12 Block 1 of the Tuscany Hills Subdivision 2<sup>nd</sup> Addition and both lots will have frontage on and be accessed via Siena Drive.

This matter came before City Council at its regularly scheduled meeting on September 15, 2016, where the City Council approved the short plat for the Tuscan View Subdivision (a replat of Lot 12 Block 1 of the Tuscany Hills Subdivision 2<sup>nd</sup> Addition) and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated, August 22, 2016, attached hereto and incorporated herein, as Exhibit "A" shall be met.
2. The "Holmes" Deed is to be re-recorded after the final short plat for the Tuscan View Subdivision is recorded at the Bannock County Courthouse in order to correct the legal description to reflect ownership of the platted lot as "Lot 2, Block 1 Tuscan View Subdivision."
3. Subdivision Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording.
4. All corrections to the plat which were noted by City Staff shall be made prior to submittal of the final plat.
5. All other standards and conditions of Municipal Code not herein discussed but applicable to residential development shall apply.

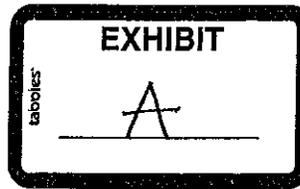
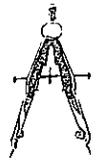
**Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.**

DATED this 6<sup>th</sup> day of October, 2016.

CITY OF POCA TELLO, a municipal corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor





# 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 2<sup>nd</sup> 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 2<sup>nd</sup> Addition was constructed.

**AGENDA**

**ITEM**

**NO. 7**

**EXECUTIVE SUMMARY**

**TO:** Mayor Blad  
City Council Members

**FROM:** Melanie Gygli, Division Manager  
Neighborhood & Community Services



**DATE:** For Meeting of 10/6/16

**SUBJECT:** Needs Hearing  
CDBG Program Year 2017

The City of Pocatello is now planning for the Community Development Block Grant Program Year 2017, which will run from April 1, 2017, through March 31, 2018. One of the first steps is for the City Council to hold a "needs" hearing to allow members of the community and representatives of potential recipients of funding to comment on what they see as housing and community needs and how the upcoming year's allocation should be spent.

Attached are Statements of Intent to Apply from the following:

- ▶ Aid For Friends, PRT tickets and Emergency Shelter restrooms
- ▶ Family Services Alliance, administration building upgrades
- ▶ NeighborWorks Pocatello housing rehab service delivery and capital, and housing construction service delivery
- ▶ New Day Products and Resources, removal of architectural barriers (sidewalk reconstruction)
- ▶ Pocatello Fire Department, sidewalk reconstruction at Station 2
- ▶ Pocatello Free Clinic, flooring replacement
- ▶ Pocatello Regional Transit, ADA accessible stop by Optimist/Tydemans
- ▶ Senior Activity Center, new Combi-Unit Oven
- ▶ Westwood Village Apartments, LLC, sidewalk installation for multi-family affordable housing project
- ▶ City of Pocatello Neighborhood & Community Services, RENEWAL programs for housing rehab capital and service delivery, sidewalk program capital and service delivery, infill housing program, and program administration.

With no adopted federal budget funding levels are unknown, so NCS staff is using the Program Year 2016 figure of \$375,419. The initial requests contained in the Statements of Intent to Apply total over \$600,000 (including program administration); closer estimates on the cost of some of the projects will be submitted with final applications. However, with the large gap between requests and anticipated allocation, a great deal of consideration and thought must go into the final determination of which projects to fund.

No action is necessary at this time. Final applications will be reviewed by the Community Development Block Grant Advisory Committee; their recommendation will be forwarded to you for consideration at your meeting on December 15, 2016.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Aid For Friends

Contact Person: BJ Stensland

Phone Number: 208-232-9164 Email Address: bjstensland@yahoo.com

Mailing Address: 210 East Center, Suite A, Pocatello ID 83201

Program Name: Shelter Improvements & PRT Tickets

Estimated Funding Request: Shelter Improvement - \$20,000; PRT Tickets - \$1,242

DESCRIPTION (include individual activities, if applicable): Aid For Friends proposes two projects for CDBG PY2017: 1) bring the bathrooms (three total) at the shelter up to code and decent, safe, and sanitary conditions; and 2) purchase of PRT tickets for use by clients of the shelter to travel to needed services throughout the City.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs
- Removal or elimination of slum and blight.  
Which?  Area  Spot
- Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"
- Operating and maintenance expenses or office space charges
- Payment of salaries for staff or utility costs
- New housing construction
- Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Family Services Alliance of SE Idaho

Contact Person: Sarah O'Banion

Phone Number: 208-232-0742 Email Address: saraho@fsalliance.org

Mailing Address: 355 S. Arthur Pocatello Idaho 83204

Program Name: Advocacy Program

Estimated Funding Request: \$3,000.00

DESCRIPTION (include individual activities, if applicable):

- Family Services Alliance of SE Idaho (FSA) proposes to replace one exterior window. With this window replacement, all windows at FSA's main agency office will have been replaced leading to increased efficiency and safety.
- FSA also proposes to seal a basement storage room with epoxy. This epoxy will seal a concrete floor with several cracks leading to decreased structural issues in the building and increased safety of staff and clients.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018? X yes  no

Which national objective will the proposed project meet?

- X Benefit primarily low- and moderate-income residents of the City.  
How?  Area X Limited Clientele  Housing  Jobs  
 Removal or elimination of slum and blight.  
Which?  Area  Spot  
 Urgent need.

We are applying as a:

- X Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"  
 Operating and maintenance expenses or office space charges  
 Payment of salaries for staff or utility costs  
 New housing construction  
 Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Pocatello Neighborhood Housing Services, Inc., dba NeighborWorks Pocatello

Contact Person: Mark Dahlquist, Executive Director

Phone Number: (208) 232-9468 Email Address: mdahlquist@nwpcatello.org

Mailing Address: 206 N Arthur Avenue, Pocatello, Idaho 83204

Program Name: NeighborWorks Pocatello's Owner-Occupied Rehabilitation Program  
NeighborWorks Pocatello's Rental Rehabilitation Program  
NeighborWorks Pocatello's New Construction Infill Program

Estimated Funding Request: \$48,000.00

DESCRIPTION (include individual activities, if applicable):

NeighborWorks Pocatello is requesting continued CDBG support for the Owner-Occupied Rehabilitation and Rental Rehabilitation programs. Funding request to cover staff cost reimbursement as well as new capital for loan funds.

NeighborWorks Pocatello is requesting CDBG support of the New Construction Infill Program. Funding request to cover staff/construction manager cost reimbursement.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs
- Removal or elimination of slum and blight.  
Which?  Area  Spot
- Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which

*DUE: Wednesday, September 28, 2016 at 12:00 noon*

are not an "integral structural fixture"

- Operating and maintenance expenses or office space charges
- Payment of salaries for staff or utility costs
- New housing construction
- Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: New Day Products and Resources

Contact Person: Terry D. Fredrickson

Phone Number: 208-232-7807

Email Address: newdaypander@hotmail.com

Mailing Address: 1704 North Main Street Pocatello, ID 83204

Program Name: New Day

Estimated Funding Request: 10,000.00

DESCRIPTION (include individual activities, if applicable): Fixing and adding new sidewalk on the Buell Street side of the building to restore damaged sidewalk and to meet A. D. A. requirements.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs
- Removal or elimination of slum and blight.  
Which?  Area  Spot
- Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization
- Section 301 (d) small business investment company
- Local development corporation
- Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"
- Operating and maintenance expenses or office space charges
- Payment of salaries for staff or utility costs
- New housing construction
- Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

STATEMENT OF INTENT TO APPLY  
CDBG Program Year 2017

Name of Organization: *Pocatello Fire Department*  
Contact Person: *Tom Sanford*  
Phone Number: *208-681-9612* Email Address: *Tsanford@pocatello.us*  
Mailing Address: *408 E. Whitman Street*  
Program Name: *North Hayes Public Access Repair*  
Estimated Funding Request: *\$ 8,660.00*

DESCRIPTION (Include individual activities, if applicable):

*Repair a public access that is frequently used. This section of sidewalk is an access that connects Portneuf Greenway Trails also.*

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs  
 Removal or elimination of slum and blight.  
Which?  Area  Spot  
 Urgent need. *Also Benefit primary low- and moderate-income residents*

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"  
 Operating and maintenance expenses or office space charges  
 Payment of salaries for staff or utility costs  
 New housing construction  
 Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Pocatello Free Clinic

Contact Person: Mindy Hong

Phone Number: 208-233-6245 Email Address: pocatellofreeclinic@yahoo.com

Mailing Address: 429 Washington, Pocatello ID 83201

Program Name: Clinic Building Improvements

Estimated Funding Request: \$15,000

DESCRIPTION (include individual activities, if applicable): The Pocatello Free Clinic (PFC) requests funding to replace the aged and unsuitable carpet that has been in place for over twenty years. The current carpet has been subject to multiple periods of flooding, animals, bacteria, and high traffic. This request would fund the application of linoleum in two procedure rooms which is vital for safety standards. It would also re-carpet the remainder of the small clinic with an antimicrobial, high traffic carpet. The new carpet would allow the PFC to open a small room, previously used as storage, for patient pharmaceutical counseling. The Pocatello Free Clinic (PFC) is a safety-net healthcare organization which provides healthcare services to low-income, uninsured individuals in Bannock County-a vulnerable population which experiences higher rates of ill health and death when compared to the general population. Access to healthcare services aids this population in improving health outcomes, securing employment, and improving quality of life.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs  
 Removal or elimination of slum and blight.  
Which?  Area  Spot  
 Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"

*DUE: Wednesday, September 28, 2016 at 12:00 noon*

- Operating and maintenance expenses or office space charges
- Payment of salaries for staff or utility costs
- New housing construction
- Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Pocatello Regional Transit (PRT)

Contact Person: Dave Hunt

Phone Number: (208) 232-5057 Email Address: dhunt@pocatello.us

Mailing Address: PO Box 4169, Pocatello, ID 83205

Program Name: Public Transit

Estimated Funding Request: \$25,000

DESCRIPTION (include individual activities, if applicable): The funds requested are eligible as local match for FTA grant dollars at eighty percent (80%) FTA/twenty percent (20%) local. The Project would provide ADA accessibility to the main bus stop at 7<sup>th</sup> and Sherman. This stop serves the Police Department, City Hall, the Federal Courthouse, and Optimist/Tydeman Park. The current stop requires on-street parking and has no curb ramps or other accessible features. The proposed project would provide for safer off-street boarding/alighting/transfer, curb ramps, accessible pathways, enhanced lighting, and a shelter. The majority of PRT patrons are persons with low income and/or disabilities.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs  
 Removal or elimination of slum and blight.  
Which?  Area  Spot  
 Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"  
 Operating and maintenance expenses or office space charges  
 Payment of salaries for staff or utility costs  
 New housing construction  
 Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Senior Activity Center

Contact Person: Anita Valladolid

Phone Number: 208-233-1212      Email Address: senioractivities@ida.net

Mailing Address: 427 N. 6<sup>th</sup> Avenue Pocatello, Idaho 83201

Program Name: Senior Activity Center

Estimated Funding Request: \$5,000.00-\$10,000.00

DESCRIPTION (include individual activities, if applicable):

Combi Unit- is a combi oven which is the combination of both dry heat and steam to maintain exact humidity levels, thus giving you more control of the moisture levels in food.

Confectioner oven- a convection oven is an oven that has fans to circulate air around food

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes    no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area    Limited Clientele    Housing    Jobs
- Removal or elimination of slum and blight.  
Which?  Area    Spot
- Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization
- Section 301 (d) small business investment company
- Local development corporation
- Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"
- Operating and maintenance expenses or office space charges
- Payment of salaries for staff or utility costs
- New housing construction
- Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: Westwood Village Apartments, LLC

Contact Person: Tony Johnson

Phone Number: (435) 764 -2200 Email Address: tony.johnson@amlutah.com

Mailing Address: 1800 Garrett Way, Suite 12, Pocatello Idaho 83201

Program Name: Westwood Village Apartments, Phase 1

Estimated Funding Request: \$50,000

DESCRIPTION (include individual activities, if applicable):

To fund sidewalk infrastructure for a multi-family affordable housing project.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs  
 Removal or elimination of slum and blight.  
Which?  Area  Spot  
 Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation  
 Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"  
 Operating and maintenance expenses or office space charges  
 Payment of salaries for staff or utility costs  
 New housing construction  
 Relocation of residential or business tenants, even on a temporary basis.

DUE: Wednesday, September 28, 2016 at 12:00 noon

**STATEMENT OF INTENT TO APPLY**  
CDBG Program Year 2017

Name of Organization: City of Pocatello, Neighborhood & Community Services

Contact Person: Melanie Gygli, Division Manager

Phone Number: 208-234-6186 Email Address: mgygli@pocatello.us

Mailing Address: P O Box 4169, Pocatello ID 83205

Program Name: RENEWAL

Estimated Funding Request: \$240,000

DESCRIPTION (include individual activities, if applicable): Funds will be used within the City's existing programs.

1. City-sponsored rehab program, including: rehab of owner-occupied homes for low- and moderate-income homeowners; reduction of lead hazards; accessibility modifications; potential need for new XRF lead testing "gun"; and service delivery for oversight of subrecipient projects including environmental reviews, and materials and equipment costs for subrecipient projects which require testing for lead-based paint.
2. Reconstruction of dangerous sidewalks (including curb, gutter, and ADA accessibility where necessary) for low- and moderate-income homeowners within low- and moderate-income areas and/or neighborhood projects within low- and moderate-income areas.
3. Acquisition, demolition if needed, and down payment and closing cost assistance for new owners, on lots for infill construction of affordable housing by City partners such as NeighborWorks Pocatello and Gateway Habitat for Humanity.

Please answer the following (click on box to check):

Will the proposed project be concluded before March 31, 2018?  yes  no

Which national objective will the proposed project meet?

- Benefit primarily low- and moderate-income residents of the City.  
How?  Area  Limited Clientele  Housing  Jobs  
 Removal or elimination of slum and blight.  
Which?  Area  Spot  
 Urgent need.

We are applying as a:

- Neighborhood-based nonprofit organization  
 Section 301 (d) small business investment company  
 Local development corporation

*DUE: Wednesday, September 28, 2016 at 12:00 noon*

Local government

Does your proposed project involve any of the following?

- Purchase of equipment, furnishings, motor vehicles, or other personal property which are not an "integral structural fixture"
- Operating and maintenance expenses or office space charges
- Payment of salaries for staff or utility costs
- New housing construction
- Relocation of residential or business tenants, even on a temporary basis.

**AGENDA**

**ITEM**

**NO. 8**



# Planning & Development Services

8

◆ ECONOMIC DEVELOPMENT    ◆ NEIGHBORHOOD & COMMUNITY SERVICES  
◆ PLANNING & ZONING       ◆ POCATELLO REGIONAL AIRPORT

911 NORTH 7<sup>TH</sup> AVENUE | P.O. BOX 4169 POCATELLO, IDAHO 83205-4169 WEB: [WWW.POCATELLO.US/PDS/INDEX.HTM](http://WWW.POCATELLO.US/PDS/INDEX.HTM)

## SHORT PLAT SUBDIVISION APPLICATION STAFF REPORT

**Subdivision:** Martinez Estates

**File #SHTP 16-1945**

**Council Date:** October 6, 2016 Meeting  
**Applicant/Owner:** Martin Martinez  
**Surveyor:** Matt Baker – Summit Land Surveying  
**# of Lots:** Two Lots  
**Public Access:** Aspen Lane  
**Subject Property:** Deed Instrument #21310501 – PIN RPCPP092600 – 725 Aspen Lane  
**Zoning:** Residential Medium Density Multi-family (RMM)  
**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:** Martin Martinez is requesting to subdivide the subject property into two lots. There is an existing dwelling on the west part of the property (proposed Lot 1). The property contains 0.94 +/- acres (41,009 square feet) and the proposed subdivision will create a 20,350 square foot lot and a 20,659 square foot lot.

**Density & Lot Design:** The subject property is located within the Residential Medium Density Multi-family (RMM) zoning district. The "RMM" zone has a minimum lot size requirement of 5,000 square feet for a single-family dwelling, 8,000 square feet for a two-family dwelling, and 3,630 square feet per dwelling unit for townhomes and multi-family units. Both proposed lots will comply with the minimum lot size requirements.

**Streets:** Both lots would have frontage on and be accessed from Aspen Lane, a public 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 08/19/16. 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 3: Aerial Photo



Exhibit 1

# Memorandum

**To:** Dave Foster, Associate Planner  
**From:** Merrill Quayle P.E. Public Works/Development Engineer *MB*  
**Date:** September 22, 2016  
**Re:** Martinez Subdivision (City Council 10-6-16 Agenda)

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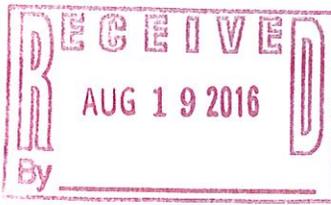
The Public Works Department has reviewed the plat for the above mentioned project and submits that the following changes or corrections shall be made.

**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. There will be no right-of-way dedication associated with this plat.
- b. Developer to sign a Real Covenant pertaining to curb, gutter, sidewalk and asphalt patch back placement at a future date or the Developer may choose to place the curb, gutter, sidewalk and asphalt patch back at the time of the home construction on both proposed lots. If constructed, will need engineering design and plans for improvements.
- c. Provide written documentation from the Oaktree Manor Home Owners Association allowing connection to the private line.
- d. Water main exists in right-of-way. Will require water service to new home to be constructed at the time of home construction.



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: 8.19.16

Permit No.: 16-1945

Staff Contact: DF

Receipt #: 163977

PZC Meeting Date: NA

City Council Date: 9-15-16

Receipt Date: 8.19.16

Filing Fee (see below): Plat \$ 350.00 + Survey \$ 300.00 + Plan \$ \_\_\_\_\_ + Inspections \$ \_\_\_\_\_ = Total Due \$ 650.00

**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:**

MARTIN MARTINEZ  
Name

725 Aspen LN POC ID 83201  
Mailing address

(208) 242-6605  
Phone (work/cellular/home)

**Engineer:**

Summit Land Surveying (MAH Baker)  
Firm & Contact

366 Washington Ave. POC. ID 83201  
Mailing address

work 208-380-9871  
Phone (work/cellular/home)

**Project Information:**

Subdivision Name: MARTINEZ Estates Is this a replat?  Yes\*  No

Zoning: RMM Comprehensive Plan Land Use Designation: Residential

Location (Section, Township, Range): Sec. 27 T. 6 S. R. 34 E.

General Location: 725 Aspen LN, Pocatello ID

Total Acreage: 0.941 Acres 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: [Signature] Date: 8.10.16

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



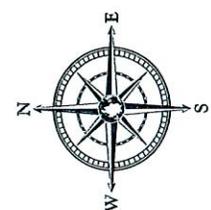


The City of Pocatello does not  
 Guarantee the information contained  
 In this map to be an accurate  
 Representation of actual existing  
 Conditions

*MARTINEZ ESTATES - SHORT PLAT - SHTPIG-1945*

# City of Pocatello Web Map

Scale 1:950  
 573602.517 441208.660 100ft 35m



9/6/2016

**AGENDA**

**ITEM**

**NO. 9**



Serving Southeast Idaho

AGENDA # 9

NeighborWorks® Pocatello  
206 N. Arthur  
Pocatello, ID 83204  
(208) 232-9468  
(208) 232-9231 fax  
[www.NWPocatello.org](http://www.NWPocatello.org)

September 28, 2016

Mayor Brian Blad and Pocatello City Council Members  
P.O. Box 4169  
Pocatello, ID 83205-4169

Dear Mayor and City Council Members:

Re: Threshold Exception Request for Community Development Block Grant Funds

Dear Mayor and Council:

For the 2016-2017 CDBG Program Year, we were awarded \$15,000 in Community Development Block Grant (CDBG) funds to be used for service delivery (salary support) for our new construction infill program. Through September 2015, we are projecting \$2,500.00 in CDBG funds spent toward this program, which is \$5,000.00 below the 50% threshold that we should be at by mid-year. We are asking for an exception to this threshold requirement as we would like to apply for CDBG funds for the upcoming 2016-2017 Program Year.

NeighborWorks Pocatello (NWP) does expect to be able to draw down the remaining service delivery by the end of the program year. This year, our new construction infill program has got a late start mainly due to our construction manager resigning and then his replacement only staying for one month before also offering his resignation as the job was not what he expected. NWP now has a plan to go forward. NWP appreciates its partnership with the City of Pocatello and believes that the CDBG program is mutually beneficial to the City of Pocatello, NeighborWorks Pocatello and low-moderate residents city-wide. We hope you see the value of NeighborWorks Pocatello and its ability to leverage CDBG funds to provide services to Pocatello's LMI population.

Thank you for your consideration. If you have any questions or need additional information, please let me know.

NeighborWorks Pocatello

A handwritten signature in black ink, appearing to read 'Mark Dahlquist', is written over the typed name.

Mark Dahlquist  
Executive Director

*Building Pride of Place*

**AGENDA**

**ITEM**

**NO. 10**



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

**MEMO**

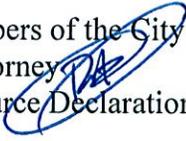
TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL  
FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT  
RE: RECOMMENDATION FOR USED PAINT STRIPER PURCHASE  
DATE: SEPTEMBER 15, 2016

It is my recommendation that the City of Pocatello Street Operations Department purchase a used paint striping machine. This item has been budgeted for within the Street Operations Department FY16 budget. After contacting local suppliers/dealers and a nationwide search, we can only locate one that meets the department needs. Therefore, we consulted with Rich Diehl in the Legal Department and he concurs this item may be treated as a sole source bid.

Traffic Markings, Inc. located in Franklin, Massachusetts is the only company with a used airless paint truck with the following specifications: purchase price less than budgeted, under 50,000 miles, cab over chassis, mid-mounted sprayers, airless spray system, and portable paint supply tanks. The purchase price is approximately \$83,000 for a 2003 Mack TMT 507P Airless Paint Truck with 39,000 miles, the price will include delivery.

The Council may also wish to authorize the Mayor to sign any purchase documents necessary to effectuate this acquisition.

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Used Paint Striper - Sole Source Declaration and Expenditure (Streets)  
DATE: September 16, 2016

I have reviewed the documents, and had discussions with Tom Kirkman – Street Operations Superintendent, concerning the purchase of a used paint striper. Idaho Code § 67-2808 (2) (a) provides that a City may declare there is a “sole source” vendor in certain situations. One of the enumerated situations is “[w]here competitive solicitation is impractical, disadvantageous or unreasonable under the circumstances.” I.C. §67-2808 (2) (a) (viii).

Given the local and nation-wide search conducted by Superintendent Kirkman, and his Department’s needs, coupled with the articulated specifications; it is my opinion that it is proper to declare Traffic Markings, Inc. as a sole source vendor. To do otherwise, would be impractical, disadvantageous and unreasonable under the circumstances for the City of Pocatello.

If the Council chooses to declare Traffic Markings, Inc. as a sole source vendor for the purchase of the paint striper, then notice of the sole source procurement needs to be published in the City’s official newspaper (Idaho State Journal) at least fourteen (14) days before awarding the contract. I concur with Tom Kirkman’s recommendation of sole source procurement in this instance. If you have any questions, please feel free to contact me.

## VEHICLE BILL OF SALE

IN CONSIDERATION of the sum of \$ 83,000.00, received by Traffic Markings Inc., whose address is 4 Master Drive, Franklin, MA 02038 ("Seller") from City of Pocatello Street Operations whose address is 1080 South First, 1080 South First 83201 ("Buyer"), receipt and sufficiency of which are hereby acknowledged, Seller grants, sells, conveys, transfers and delivers to Buyer the following vehicle (the "Vehicle"):

Make: Mack  
Model: TMT Paint Striper  
Year: 2003  
Mileage: 38,677  
Vehicle Identification Number (VIN): 1M2K194C23M021486

**Truck will be delivered to customer in Good Working Condition  
We will add a camera system and actuators for paint guns**

To have and to hold the same unto Buyer and Buyer's executors, administrators, and assigns, forever.

Seller warrants to Buyer and Seller is the legal and true owner of the Vehicle and that Seller has the right to sell the Vehicle.

The Vehicle is sold AS IS with no express or implied warranties or representations having been made by Seller to Buyer.

IN WITNESS WHEREOF, Seller has hereunto executed and delivered this Automobile Vehicle Bill of Sale this September 16, 2016 ("Date").

\_\_\_\_\_  
(Signature of Seller)  
Leonard E. Langevin  
President

Buyer acknowledges being given the opportunity to inspect the Vehicle and understands that the vehicle is sold AS IS.

\_\_\_\_\_  
(Signature of Buyer)  
Brian C. Black, Mayor  
City of Pocatello, Idaho

**APPROVED BY LEGAL**

Date 9/21/16 Atty. [Signature]  
Comments O.K. to sign once  
with the usual leg. counsel

**AGENDA**

**ITEM**

**NO. 11**

11

# **Reflection Garden Request – Caldwell Park Project Agreement Information for the October 6, 2016 City Council Meeting**

## **INFORMATION – AGREED UPON TERMS and SCOPE OF WORK TO BE COMPLETED**

### **General Information/Agreed Upon Terms**

- Parks & Recreation Department Staff received a request from a group of local residents, requesting permission to construct a neighborhood “Reflection Garden” within Caldwell Park.
- The request was presented to the Parks & Recreation Advisory Board on August 4, 2016. The Board provided input and suggested plan modifications designed to enhance safety & accessibility, which were incorporated. The Board was supportive of the project request, and recommended its approval.
- The request was presented to the City Council at a Study Session on September 8, 2016. The Council was supportive of the project request, and Staff was directed to:
  - a) Discuss and agree on additional project related items noted in 9-8-16 Study Session Staff report, and
  - b) Proceed with preparation of an agreement document for the project.
- The Reflection Garden to be located in the corner area of Caldwell Park adjacent to S. 8<sup>th</sup> Ave. and E. Lewis St.
- Reflection Garden design and construction shall be completed at no cost to the City of Pocatello.
- Following completion, Reflection Garden amenity shall be donated to the City of Pocatello by the family and friends of Dr. William W. Schubert, for the benefit of the community.
- Cost estimate provided by the Resident Group for the project is \$25,527.00

In addition to the provided cost estimate, additional project related items have been discussed and agreed upon by Resident Group Representatives and City Parks & Recreation Dept. Staff, as follows:

- Reflection Garden Resident group shall secure and pay cost of needed City of Pocatello Electrical Permit.
- Reflection Garden Resident group shall secure and pay cost of needed City of Pocatello Plumbing Permit.
- Dykeman Construction shall complete the potable water supply connection needed for the project, and absorb associated cost as part of the general construction process. Dykeman Construction will coordinate water connection work with City Parks Dept. Staff.
- Dykeman Construction shall complete all electrical connections/electrical work needed for the project, and absorb associated cost as part of the general construction process. Dykeman Construction will coordinate electrical connection and work with City Parks Dept. Staff.

- The City of Pocatello shall take ownership of the Reflection Garden improvements upon completion of the project, and thereafter shall assume responsibility for maintenance and repair of the Reflection Garden and water feature, to the best of available allocated City resources.
- Reflection Garden Resident group shall consult with City of Pocatello Parks Department Arborist regarding appropriate tree selections for the project.
- City shall provide and install "Water not Suitable for Drinking" sign near water feature of Reflection Garden.
- Reflection Garden Resident group and City Staff agree that the horse chestnut tree located adjacent to the Reflection Garden site, near existing park sidewalk will not be removed.
- Reflection Garden Resident group and City Staff agree that the existing Maple Tree located on the proposed Reflection Garden site will be removed by City of Pocatello Parks Dept. Staff to accommodate the project.

\*NOTE: Reflection Garden group to request that City Council waive the tree removal costs, estimated at \$800, and direct the Parks Dept. to absorb the costs for the tree removal (*request letter to Mayor & Council currently being prepared*).

- Reflection Garden Resident group and City Staff agree that retrofitting of the existing park irrigation system is needed to accommodate the project, and that City of Pocatello Parks Dept. Staff will be responsible for completing this work.

\*NOTE: Reflection Garden group to request that City Council waive the irrigation retrofit costs, estimated at \$1,000 - \$1,500, and direct the Parks Dept. to absorb the costs for completing the irrigation retrofits (*request letter to Mayor & Council currently being prepared*).

### **Scope of Work**

- Design services have been completed, and cost of design services has been paid for by Reflection Garden Resident group.
- Reflection Garden Resident group has secured the services of, Dykeman Construction to perform the construction. Dykeman Construction shall furnish and install all project amenities associated with the Caldwell Park Reflection Garden project.
- Project shall consist of the following amenities:
  - ADA accessible/compliant access walkway, tied into existing park perimeter sidewalk
  - A 22' long by 17' wide concrete slab

\*NOTE: 4,000 psi concrete shall be used, as well as a medium broom finish to provide for slip resistance

-A 9' long by 17' wide "tumbled cobble" area connected to the concrete slab and surrounded by mosaic tile

\*NOTE #1: per manufacturer recommendations, tumbled cobble shall be placed on top of a concrete basin and aggregate base material.

\*NOTE #2: mosaic tile shall be treated to provide for slip resistance

-Three (3) water bubblers

\*NOTE: The system shall have no standing water.

-Vaulted/underground re-circulating pump & filter system for water bubbler feature

\*NOTE: There is no sewer connection needed for the project. The proposed pump & filter system is self-contained and re-circulating.

-Associated sub-grade water supply and drain lines

-Four (4) benches for seating (\*Note: benches shall consist of recycled plastic slats, or similar, and heavy-duty frame for maximum durability)

-Six (6) ornamental trees

-Eight (8) button lights – placed at various locations along the reflection garden

-Bronze memorial plaque

- Dykeman Construction shall complete the potable water supply connection needed for the project. Dykeman Construction will coordinate water connection work with City Parks Dept. Staff.
- Construction shall complete all electrical connections/electrical work needed for the project. Dykeman Construction will coordinate electrical connection and work with City Parks Dept. Staff.
- All Dykeman Construction project services shall be paid for, in full, by Reflection Garden Resident group.
  
- Dykeman Construction shall properly dispose of all Caldwell Park debris that is removed as part of their work on the Reflection Garden project.
- Job area clean up shall take place on a daily basis.
- Start date for the project shall be TBA.
- Dykeman Construction shall coordinate access to the Caldwell Park project site, and specific scheduling for Reflection Garden construction with the Parks Superintendent.
- All Dykeman Construction employees working on the Caldwell Park Reflection Garden project shall be licensed and insured.
- Dykeman Construction job supervisor shall meet with Parks Superintendent daily regarding job progress, safety, and any input City Staff may have.
- Any unforeseen changes to the project will be addressed daily.
- All work shall be completed within TBA days of the start date.

September 28, 2016

Mayor Blad and Council Members  
City of Pocatello  
Pocatello, ID

Re: Caldwell Park Reflection Garden Project - Request for Remaining Cost Partnership  
City Council Meeting Agenda October 6 2016

At the September 8, 2016 City Council Study Session meeting, our Reflection Garden resident group received Council permission to proceed with the process of constructing a "Reflection Garden" in Caldwell Park. Following additional meetings & discussion with City Staff regarding project implementation items, we wish to request a partnership of certain minor remaining project costs at the City Council meeting on October 6, 2016.

The hard construction costs of the garden are approximately \$26,000; which will be paid in full by the family, friends and patients of Dr. Schubert. Additional donated soft costs by design professionals and volunteers are valued at over \$10,000. We have also absorbed additional multiple costs related to construction as outlined in the Study Session report prepared by Mr. Banks, Director of Parks and Recreation, and estimated at approx. \$2,500. Upon completion, the Reflection Garden will be **donated to the City of Pocatello** as a significant amenity to the park, and for the enjoyment of the residents of the City of Pocatello.

**Therefore, the City of Pocatello has the opportunity to acquire a permanent, attractive, and state of the art amenity valued at nearly \$40,000, at no cost to the City.**

The two remaining items related to construction which must be resolved prior to the Reflection Garden resident group executing the special use agreement and proceeding with construction of the garden are as follows: costs associated with removal of one (1) maple tree and costs of retrofitting the existing park irrigation system to accommodate the garden.

**Removal Costs of One Maple Tree:** The cost of removing one maple tree is estimated to be \$800. **In exchange the city will receive six new trees to replace the maple tree, the new tree benefits to the city being significantly greater than the cost of removing one tree.**

1. After reviewing design options and opinions offered by the city arborist and an independent arborist, the resident group and city staff agree that the existing maple tree located on the proposed Reflection Garden site should be removed by City of Pocatello Parks Department to accommodate the project.
2. The Parks department has evaluated the tree and determined that it will need to be removed in 7-10 years, and supports the removal now to accommodate the design. The independent arborist also agrees with removal of the tree.
3. The cost of removing the tree will primarily be labor as the department has the equipment necessary to remove the tree. The labor costs for employees can be absorbed into the regular work flow schedule, meaning that the City will incur no hard costs for removal of the maple tree.

**Retrofit of Existing Park Irrigation System:** Reflection Garden Resident group and city staff agree that a retrofit of the existing park irrigation system is needed to accommodate the project.

1. Irrigation retrofit costs are estimated at approximately \$1,500; a very small portion of which is the equipment charge. Once again, Staff labor is the vast majority of the costs, and can be absorbed by the Parks Department by working the tasks into the regular staff schedules.
2. **There is a precedent for the Parks Dept. absorbing minor irrigation retrofit costs into normal operations during the NeighborWorks Pavilion project, another example of successful public-private partnership for the benefit of the community, and constructed at no cost to the City.**

Overall, we believe that the Caldwell Park Reflection Garden project is an outstanding example of **public-private partnership, where the City will acquire a significant, attractive and valuable park system amenity for the overall benefit and enjoyment of the community, at no cost to the City.**

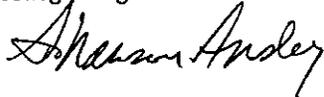
The Reflection Garden resident group therefore respectfully requests that the City Council allow the Parks Department to absorb the minimal costs of tree removal and retrofitting the existing irrigation system in support of the Reflection Garden project.

Sincerely,

Trissa Cameron  
College Neighborhood Association



Shannon Ansley  
College Neighborhood Association



Janet Schubert,  
Representative Family & Donors



Jerry Myers, Architect  
College Neighborhood Association



**CALDWELL PARK REFLECTION GARDEN  
PROJECT AGREEMENT**

THIS AGREEMENT, made and entered into effective this 6<sup>th</sup> day of October, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the “City”; and Janet Schubert (Schubert family and donor’s representative), Trissa Cameron and Shannon Ansley (College Neighborhood Association) and Jerry Myers (Myers-Anderson Architects), hereinafter referred to collectively as “Project Developers”.

WHEREAS, the Project Developers approached the City and requested permission to construct a neighborhood “Reflection Garden” in the corner area of Caldwell Park adjacent to South 8<sup>th</sup> Avenue and East Lewis Street in memory of the late Dr. William W. Schubert for the benefit of the community; and

WHEREAS, the request was presented to the City Parks & Recreation Advisory Board on August 4, 2016 whereat the Board provided input and suggested plan modifications designed to enhance safety and project accessibility. Said modifications have since been incorporated into the Project Developers plans and the City Parks & Recreation Advisory Board provided recommendation of the project and for the same to be presented to the City Council for consideration; and

WHEREAS, the Project Developers presented the request, concept plan and drawings to the City Council at the September 8, 2016 Study Session. The Council was supportive of the project and directed City Staff to prepare an agreement reflecting each

party's responsibilities, financial obligations and designation of future maintenance responsibilities in memory of the late Dr. William W. Schubert;

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

1. Project Developers: The Project Developers shall:
  - a. secure and pay for the following:
    1. the costs associated with the design of the Reflection Garden;
    2. the construction of the Reflection Garden;
    3. the City of Pocatello electrical permit;
    4. the City of Pocatello plumbing permit;
    5. the water supply connection necessary for the project; and
    6. the electrical connections/electrical work necessary for the project.
  - b. require their contractor to:
    1. coordinate with the City of Pocatello for connection work related to the delivery of water and electricity to the site;
    2. maintain license and bond requirements as set forth by the City of Pocatello Municipal Code and the associated provisions of the Idaho Code for the duration of the project;
    3. maintain workman's compensation insurance for its employees for the duration of the project;
    4. properly dispose of all Caldwell Park debris that is removed as part of their work on the Reflection Garden project and maintain a clean working area at all times;
    5. coordinate access and scheduling pertaining to the Caldwell Park project site with the Parks and Recreation Department Superintendent;
    6. direct the Job Supervisor to meet with the Parks and Recreation Department Superintendent daily to discuss project progress, safety and to discuss any input either party may have; and
    7. apprise the Parks and Recreation Department Superintendent of any unforeseen changes to the project or anticipated complications regarding the construction of the Reflection Garden.
2. City of Pocatello: The City of Pocatello shall:
  - a. Consult with the Project Developers and the City's Arborist to select the appropriate trees for the project;
  - b. Provide and install one "Water not Suitable for Drinking" sign near the water feature of the Reflection Garden project;

- c. Retrofit the existing Caldwell Park irrigation system to accommodate the project and be responsible for the implementation and payment thereof; and
- d. Remove the existing Maple Tree located on the proposed Reflection Garden site to accommodate the project and be responsible for the completion and payment thereof; and
- e. Upon project completion, take ownership of the Reflection Garden improvements and shall assume all responsibility for the maintenance and repair of the Reflection Garden and associated water feature.

3. Project Concept. The Reflection Garden shall consist of:

- a. An ADA accessible/compliant access walkway, tied to existing park perimeter sidewalk;
- b. A 22' long by 17' wide concrete slab (Note: 4,000 psi concrete shall be used as well as a medium broom finish to provide for slip resistance);
- c. A 9' long by 17' wide "tumbled cobble" area connected to the concrete slab surrounded by mosaic tile (Note: mosaic tiles to provide slip resistance);
- d. Three (3) water bubblers (Note: the system shall have no standing water. The vaulted/underground re-circulating pump and filter system are necessary for the bubbler feature);
- e. Associated sub-grade water supply and drain lines;
- f. Four (4) benches for seating (Note: benches shall consist of recycled plastic slats or similar material and have a heavy duty frame for maximum durability);
- g. Six (6) ornamental trees;
- h. Eight (8) button lights placed in various locations along the Reflection Garden; and
- i. Bronze memorial plaque.

4. Compliance with Laws. The Project Developer and their Contractor shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances.

5. Indemnification and Hold Harmless. The Project Developer and their Contractor hereby agree to fully indemnify and hold harmless, and agree to protect and defend at their own cost and expense, the City, its officers, employees, agents, and successors from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City, its officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or

loss or damage of any property, arising out of or in connection with the construction of the Reflection Garden, or by any of the Contractor's employees, agents, invitees, or any other person acting on behalf of the Contractor. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the Project Developers and their Contractor, from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the Project Developer and/or Contractor may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the City's operation of the Reflection Garden.

6. Independent Contractor Status. It is understood and acknowledged by the parties that the relationship of the Project Developers and their Contractor to the City is that of an independent contractor. The Project Developers and their Contractor shall have no authority to employ any person as an employee or agent for or on behalf of the City for any purpose. Neither the Project Developers, their Contractor, nor any person engaging in any work related to the construction of the Reflection Garden shall be deemed an employee or agent of the City, nor shall any such person or persons represent himself, herself, or themselves to others as an employee or agent of the City.

7. Non-Assignment. This Agreement shall not be assigned in whole or in part nor shall any right or privilege herein granted to the Project Developers be sold, transferred or assigned without written consent by the City which shall not be unreasonably withheld.

8. Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The venue of any lawsuit to enforce the terms of this agreement shall be Idaho State District Court, Bannock County, Idaho.

9. Modifications of Agreement. This Agreement sets forth all the agreement between the parties hereto, and no change, modification, or amendment thereof shall be valid and binding unless set forth in writing and signed by the City and the Project Developers.

10. Notice. All notices required under this Agreement shall be made in writing and sent by certified mail to the following addresses:

City: Parks & Recreation Director  
144 Wilson  
Pocatello, ID 83201

Project: Janet Schubert  
3578 Wild Mountain Road  
Pocatello, Idaho 83204

11. Non-Waiver of Breach. The waiver by either party of any breach by the other party of any provision contained in this Agreement shall not be deemed to be a waiver of such provision or any subsequent breach of the same.

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

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

14. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

15. Attorneys Fees. In the event either party incurs legal expenses to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover an amount which will reasonably compensate such party for the reasonable attorney's fees and costs incurred, regardless of whether a lawsuit is filed.

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

**APPROVED BY LEGAL**

Date 9/28/16 Atty B. Seer

Comments \_\_\_\_\_

CITY OF POCA TELLO, a  
municipal corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

PROJECT DEVELOPERS:

\_\_\_\_\_  
JANET SCHUBERT

\_\_\_\_\_  
TRISSA CAMERON

\_\_\_\_\_  
SHANNON ANSLEY

\_\_\_\_\_  
JERRY MYERS

**AGENDA**

**ITEM**

**NO. 12**

**PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT, made and entered into effective this 6<sup>th</sup> day of October, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the “City”; and Angie Dangerfield (Instructor #18319) d/b/a Jazzercise Pocatello, hereinafter referred to as “Jazzercise”.

WHEREAS, the City operates a recreation facility commonly known as the Community Recreation Center and strives to provide quality recreation programs for members and non-members; and

WHEREAS, Jazzercise has expressed an interest to use the Community Recreation Center for conducting a contractual fitness program; and

WHEREAS, Jazzercise represents that it possesses the necessary qualifications and certifications to conduct such a contractual fitness program.

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

1. Purpose. The City shall allow Jazzercise to use designated portions of the Community Recreation Center at designated times as reflected in Paragraph 4 herein for the purpose of providing a contractual fitness program. Jazzercise agrees to provide all the necessary equipment needed to conduct the contractual fitness program.

2. Term-Month to Month. The term of this Lease Agreement is month to month beginning October 1, 2016 and it may be terminated by either Party by providing thirty (30) day notice as hereafter provided.

3. Compensation to City. The cost of the use of the facilities by Jazzercise as specified herein shall be under the following terms:

a. Jazzercise customers will pay the instructor directly listed below are the class fee options and Jazzercise payments to the City.

1. \$30 for a ten class punch pass. Compensate rec center \$1 per punch
2. \$25/month unlimited classes. Compensate rec center \$7.50/month
3. \$5/class drop-in fee. Compensate rec center \$2.50 per/class

4. Recreation Center members will be able to attend Jazzercise classes at no charge - the City will compensate Jazzercise \$1.50 per member who attends.

b. Jazzercise shall provide a list of the names of all participants in the classes including the fee paid by each participant on a monthly basis.

c. Jazzercise shall invoice the City or make payment to the City based off the above compensation plan on or before the 10<sup>th</sup> of each month. All payments shall be made to the City Finance Office along with the remittance copy, during regular business hours.

4. Use of Facilities. The parties agree that Jazzercise shall have use of the following facilities:

a. the gymnasium on Tuesdays and Thursdays from 7:00 pm to 8:00 pm and Saturdays 9:00 am-10:00 am;

b. any times set herein can be renegotiated and agreed to in writing between Jazzercise and the City Recreation Center Manager as deemed necessary and mutually agreeable to both parties;

c. any additional use by Jazzercise of other Community Recreation Center facilities not specifically identified in this Agreement shall be scheduled with the Community Recreation Center office and is subject to the applicable rental fee.

5. Compliance with Laws. Jazzercise shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, Jazzercise and all participants in the programs agree to abide by the rules and regulations regarding use of the Community Recreation Center and failure to comply with said rules and regulations may result in suspension or termination of this Agreement. All participants must check-in at the Center's office when entering the facility. Participant use of the facility is limited to the specific Jazzercise program area and the locker rooms and any additional use will require payment of the appropriate fee.

6. Indemnification and Hold Harmless. Jazzercise hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the City, its officers, employees, agents, and successors from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City,

its officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of Jazzercise granted herein, or by any of Jazzercise employees, agents, invitees, or any other person acting on behalf of Jazzercise. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, Jazzercise from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which Jazzercise may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with the City's operation and activities at the Community Recreation Center.

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

A. Jazzercise shall purchase a comprehensive liability insurance policy in the amount of \$500,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by Jazzercise's insurance carrier as a covered entity under the terms of said policy. Moreover, Jazzercise is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Jazzercise without first giving the City of Pocatello, at least thirty (30) days written notice.

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

C. If applicable, Jazzercise shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Use Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6

“Indemnification and Hold Harmless.” Jazzercise’s failure to maintain insurance shall be a basis for immediate termination of this Use Agreement.

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

9. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney’s fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney’s fees will be \$150.00 per hour. This provision shall survive any termination of this Agreement.

10. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

11. Construction. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of the Agreement shall be made in a court of competent jurisdiction against interest of any party to this Agreement on the basis that the party had primary responsibility for drafting the Agreement.

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

13. Severability. If any provision or portion of any provision of this Agreement shall be deemed illegal or unenforceable by a court of competent jurisdiction, the unaffected provisions or portions thereof shall remain in full force and effect.

14. Jurisdiction and Venue. Any action or proceeding relative to this Use Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

15. Notice. All notices under this Use Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto.

Until hereafter changed by written notice, said addresses shall be as follows:

City: Parks & Recreation Director  
144 Wilson Ave.  
P.O. Box 4169  
Pocatello, ID 83205

Jazzercise: Angie Dangerfield  
6191 Indian Tree Lane  
Pocatello, ID 83204

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

CITY OF POCATELLO, a  
municipal corporation of Idaho

**APPROVED BY LEGAL**

Date 9/29/14 Atty By Sue

Comments \_\_\_\_\_

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

USER:

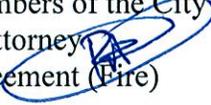
\_\_\_\_\_  
ANGIE DANGERFIELD d/b/a  
Jazzercise Pocatello

**AGENDA**

**ITEM**

**NO. 13**

**MEMORANDUM**

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Collective Bargaining Agreement (Fire)  
DATE: September 29, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature when the Council so authorizes. The Council has previously been briefed on a MOU with the Fire Union and this CBA includes those terms.

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

# Collective Bargaining Agreement

Between the

International Association of Firefighters  
Pocatello Firefighters Local #187



And the

City Of Pocatello



for the fiscal year

October 1, 2016 to September 30, 2020

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# COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of October 2016, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union".

## ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

**Section A.** The purposes of this agreement are to promote and improve the relations among the City, its employees, and the Union; to establish a formal understanding relative to all conditions of employment; 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 primary function of the Fire Department is the protection of life and property, and due to the hazardous nature of the firefighter's duty, the most qualified individuals should be in each position. It is necessary for the public benefit that the Fire Department works as an integral unit in carrying out this function and that the service not be broken up into small, individual, separate and distinct divisions which act on their own; the entire department must be able to function as a unit.

**Section B.** The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq.,

1 and are acting in good faith with the intent to bind the respective parties and fully perform the  
2 Agreement.

3 **Section C.** It is also agreed that where there are clear differences in the wording and the  
4 text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard  
5 Operating Procedures, Fire Civil Service Rules, and the Personnel Policy Handbook, the  
6 Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time of  
7 contracting should make every effort to point out differences so that the Firefighters' Collective  
8 Bargaining Agreement, Fire Department Standard Operating Procedures, Fire Civil Service Rules,  
9 and the Personnel Policy Handbook are not in conflict. The provisions of the Personnel Policy  
10 Handbook will not be in effect until agreed upon by the Union.

11 **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

- 12 1. It is understood and agreed that the City possesses the sole right to operate the Fire  
13 Department and that all management rights repose in it, but such right must be  
14 exercised consistently with other provisions of this Contract. These rights include, but  
15 are not limited to, the following: Discipline or discharge for just cause;
- 16 2. Direct the work force;
- 17 3. Determine the objective of the Fire Department;
- 18 4. Determine the methods, means, number of personnel needed to carry out the Fire  
19 Department's objectives;
- 20 5. Introduce new or improved methods of facilities; and
- 21 6. To take whatever actions necessary to carry out the objective of the Fire Department











1 ARTICLE 10 - LONGEVITY PAY AND BILINGUAL INCENTIVE PROGRAM

2 **Section A.** Every employee who, during the budget year completes five (5) years of  
3 service, shall receive longevity pay. The following formula will be used to calculate longevity  
4 pay:  $.005 \times \$2183.15 \times \text{years of service}$ . The "\$2,183.15" is an index number that shall be adjusted  
5 by such cost of living increases as are approved by the City Council. Such longevity pay will be  
6 effective the first pay period of fiscal year 2016.

7 **Section B.** In addition to any longevity pay provided in Section A above, paramedics shall  
8 be paid a percent of base pay per year of service as a paramedic according to Schedule F: 1% after  
9 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of 13%. (See  
10 Schedule B.)

11 **Section C.** Bilingual Pay Incentive Program: The Union agrees to the City of Pocatello  
12 bilingual pay incentive program eligibility, responsibilities of participation in the program,  
13 selection of program participants, benefit amount, method of payment and program administration.  
14 Those eligible to participate will receive \$300.00 spread equally over 26 pay periods, pro-rated  
15 based on start of participation in the program.

16 ARTICLE 11 - HOLIDAY PAY

17 Any employee who is regularly assigned to work a 24-hour shift shall receive on each bi-  
18 weekly pay period the sum of five percent (5%) of their bi-weekly salary as holiday pay, as outlined  
19 on Schedule D.

1 ARTICLE 12 - EXTRA DUTY

2 **Section A.** Any employee may be required by the City to work beyond his/her normal  
3 shift which shall be defined as outlined in Article 8 of the CBA for shift employees, and as agreed  
4 upon between employee and supervisor for day personnel. The City shall pay for overtime work  
5 at the rate of one and one-half the normal rate of pay, computed by dividing the employee's annual  
6 base salary by 2,080 hours. Overtime will also be paid at one-half (.5) times the employee's  
7 negotiated rate of pay (annual base salary divided by 2,080 hours) for hours actually worked over  
8 68 hours in the nine (9) day work period established by the City. Firefighters on 24-hour shifts  
9 work an average of 72 hours every 9-day work period. Sick leave hours are not considered hours  
10 actually worked for payment of the (.5) "FLSA" overtime.

11 **Section B.** Compensatory time may be accumulated up to 240 hours in lieu of overtime  
12 pay and taken in two (2) or more hour increments as manpower allows. The employee may not  
13 combine overtime pay and compensatory time in the same pay period. When an employee is  
14 discharged, resigns, or retires, he/she shall receive pay in lieu of accrued comp-time per the  
15 following formula:  $\text{Base pay}/2,080 = \text{hourly rate} \times \text{number of accrued hours}$ .

16 **Section C.** Any employee who is called back to work from off duty shall be paid at least  
17 two hours minimum at the employee's overtime rate. This shall also include schooling and training  
18 if an employee is assigned to attend. However, if school or training is made available to personnel  
19 by bulletin and all tuition, travel expense, per diem and lodging expenses are assumed by the City,  
20 then no other overtime as required herein shall be paid. Call back and overtime work shall be  
21 distributed equally to employees when at all feasible.

1           **Section D.** The positions of “*Day Captains*” shall receive special assignment pay equal to  
2   9.2% of their base pay.

3           **Section E.** If an off duty employee is subpoenaed for a legal proceeding related to on-duty  
4 acts or observations the employee will receive extra duty compensation pursuant to Section C  
5 immediately above.

6           **Section F.** Any employee assigned as Captain in charge of Station Four, shall be paid an  
7 additional \$0.50 per hour special assignment pay for each hour he/she holds such status.

8           **Section G.** The compensation for the hours worked by any employee assigned to  
9 participate in third-party contract work, including but not limited to, Department of Lands, U.S.  
10 Forest Service, BLM, State of Idaho, shall be calculated on a Portal-to-Portal basis.

### 11           ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC)

12           **Section A.** Qualified Firefighters, Driver/Operators, Paramedics and Captains shall  
13 become eligible for additional compensation when working above his/her normal classification as  
14 follows:

- 15           1. Firefighter qualified to work on the ambulance, 0.41% of base pay (paid biweekly).
- 16           2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance, 2.24%  
17           of Driver/Operator’s base pay (paid biweekly).
- 18           3. Driver/Operator qualified to step-up to Captain, 2.94% of Captain’s base pay (paid  
19           biweekly).
- 20           4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.

1           5. Firefighters or Driver/Operators certified to work the position of paramedic with  
2           Pocatello Fire Department shall be paid at the pay rate for the paramedic position  
3           worked.

4           Any firefighters called in should work at the position of their rank, if possible. Any  
5           firefighter assigned to a lower rank shall be paid at the rate applicable to his/her own level.

6           Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the  
7           Department's Step Up certification program as agreed upon between the Fire Chief and the Union.

8           If it is necessary to temporarily transfer an officer into a regular crew, that officer shall not be  
9           placed in a position for which he/she has not qualified in the past under Article 22 of the

10          Firefighters' Collective Bargaining Agreement, except as specified below. Such temporary  
11          assignment shall not be for a period of more than ninety (90) days without the mutual agreement

12          to such assignment of the Union.

13                 **Section B.** Personnel requesting to join Hazmat Regional Response Team 6 shall do so in  
14          compliance with the most current SOG Hazmat Technician Certification. The number of team  
15          members will be determined by the Fire Chief based on the needs as identified by the Battalion  
16          Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as  
17          defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in  
18          addition to their regular or overtime pay when the response is approved by the State Bureau of  
19          Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security.  
20          The \$10.00 per hour compensation clause above may be unilaterally terminated by the City upon  
21          notice by the State of Idaho that reimbursement will not be made to the City. Such termination

1 will be effective upon the date and time of notice to the Union, but any work already performed  
2 shall be paid.

3 **Section C.** Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A  
4 shall do so in compliance with the most current SOG – Rescue Technician Certification. The  
5 number of team members will be determined by the Fire Chief based on the needs as identified by  
6 the Battalion Chief over ITRT.

7 **Section D.** Personnel requested to become Airport Rescue and Firefighting (ARFF)  
8 certified shall do so in compliance with the most current SOG – ARFF Certification. The number  
9 of ARFF certified members will be determined by the Fire Chief based upon the needs as identified  
10 by the Battalion Chief over ARFF.

11 **ARTICLE 14 - CLOTHING ALLOWANCE**

12 Uniform standards are established by management. Changes in uniform policy that are  
13 shown to result in costs which exceed the member's current clothing allowance shall be negotiated.  
14 Each 24-hour shift employee required to be in uniform shall receive a clothing allowance of \$29.07  
15 per pay period. Each day-shift employee required to be in uniform shall receive a clothing  
16 allowance of \$36.73 per pay period. The foregoing clothing allowances shall be adjusted on an  
17 annual basis beginning with fiscal year 2014 by such cost of living allowances as are approved by  
18 the City and the Union.

19 New hires shall be reimbursed for uniforms that they purchase at the onset of their  
20 employment to include the following:



1           **Section B.** Each employee will have an opportunity to bid on vacation according to the  
2 Memorandum of Understanding between the Union and the Chief.

3           **Section C.** Cash payment will be made in lieu of vacation time only if an employee is  
4 discharged, resigns or retires subject to Section G below. When an employee is discharged or  
5 resigns or retires, he/she shall receive pay in lieu of accrued vacation per the following formula:  
6 Base pay plus holiday pay plus longevity pay x 26 pay periods = annual salary/121 shifts per year  
7 = pay per shift/24 = hourly pay x number of accrued hours.

8           **Section D.** Maximum vacation accumulation at the end of any calendar year cannot exceed  
9 fifty (50) working days or twenty-five (25) shifts.

10           **Section E.** Each platoon will be allowed three employees on vacation at one time, except  
11 as agreed upon between the City and the Union according to SOP 5009. Approval must be  
12 obtained from the Fire Chief or Division Chief for more than three employees to be on vacation  
13 from any one platoon.

14           **Section F.** Each employee in the bargaining unit will receive two (2) Kelly days per year  
15 in addition to vacation, subject to Section E above. These forty-eight (48) hours for those on a  
16 seventy-two (72) hour FLSA period or these sixteen (16) hours for those who work forty (40)  
17 hours per week will be subject to the same limitations and provisions as vacation days and count  
18 toward the fifty (50) working days or twenty-five (25) shifts accumulation set out in Article 16,  
19 Section D, above.

1           **Section G.** Vacation, Kelly days, and compensatory time may accumulate to the maximum  
2 amount referred to in Article 16, Section D and Article 12, Section B except if an employee is  
3 unable to use vacation, Kelly days, or compensatory time due to illness, injuries, training schools,  
4 or similar situations whether on sick leave or worker's compensation and unable to reschedule the  
5 same. If an employee is at maximum accumulation and illness, injury, training school, or similar  
6 situations occur, preventing the employee from taking vacation, Kelly days, or compensatory time,  
7 the vacation, Kelly days, or compensatory time will be carried over to be used the following year  
8 or will be cashed out at the established rate if the employee is unable to reschedule the same. If  
9 the employee does not return to work after this injury or illness, all accumulated vacation time will  
10 be paid at the established rate (Article 16, Section C).

11   **ARTICLE 17 - ACCUMULATION OF SICK LEAVE**

12           **Section A.** Sick leave will accumulate at the rate of 5.539 hours per pay period for 72 hour  
13 work period employees and 3.693 hours per pay period for 40 hour work week employees. Sick  
14 leave may be taken only in one hour increments. The verification of a member's illness by a  
15 physician or other compelling evidence may be required for any illness involving more than two  
16 (2) consecutive shifts of work for 72-hour employees at the discretion of the Fire Chief or in  
17 accordance with the Family Medical Leave Act.

18           **Section B.** Any employee, upon retirement from employment with the City, shall receive  
19 pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours (day) of  
20 accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40% for all  
21 remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a written

1 notice of retirement to Human Resources no later than April 1. Such sick leave payment will be  
2 available after retirement at any time after October 1, upon written request.

3 Formula for Calculation of Amount:

4 Base pay + Longevity x 26 = annual salary.

5 Shift employees: Annual salary/2,912 = hourly rate

6 Day employees: Annual salary/2,080 = hourly rate

7 20% of 600/400 hours x hourly pay =

8 30% of 600/400 hours x hourly pay =

9 40% of balance x hourly pay =

10 Total \_\_\_\_\_ x 1.0765=

11 AMOUNT DUE = \$

12

- 13 • The 1.0765 calculation will only apply to monies put into the WSCFF MERP
- 14 • Any change in IRS rules or regulations during the term of this agreement which  
15 mandate a change to the terms of this Article will act as an opener for this Article  
16 only for the sole purpose of developing language to comply with all applicable IRS  
17 rules and regulations.

18 ARTICLE 18 - MEDICAL COVERAGE PROGRAM

19 **Section A.** The City agrees to provide to the members of the bargaining unit, during the  
20 term FY 2017 of this agreement, the same health and medical insurance as provided to other City  
21 employees, including VEBA health reimbursement accounts for those employees covered by the

1 medical insurance plan. The City agrees to pay a share of medical premiums for employees covered  
2 by the plan as follows:

- 3 94.0% for employee only
- 4 92.0% for employee plus one
- 5 90.0% for employee plus family

6 With respect to FY 2017 the City, on the first payroll of fiscal year 2017, shall submit for  
7 deposit \$2,000.00 into the individual VEBA health reimbursement accounts of those employees  
8 covered by the medical insurance plan. The City will offer a vision program at the employees'  
9 expense.

10 For FY 2018 it is agreed that the members of the fire department have selected the  
11 Northwest Fire Fighters Insurance Trust (NWFFT) to provide health and vision insurance and any  
12 associated HRA accounts. The City agrees, for FY 2018, to contribute toward the premium  
13 associated with the program selected by the bargaining unit an amount equal to the cost of the  
14 premiums of the participating bargaining unit members as if they were insured under the City's  
15 healthcare program or the actual premium of the NWFFT program, whichever is less. The City  
16 agrees that all calculations of cost for the FY 2018 City contribution toward the premium will be  
17 based on a healthcare policy containing the same benefits as contained in the FY 2017 City health  
18 program. Any and all changes, if any, to the benefits offered by the City in its FY 2018 healthcare  
19 program, as compared to the FY 2017 program, will be implemented only after the calculations  
20 required under this paragraph have been established.

1 For FY 2019 the City agrees to pay the actual premium charged by NWWFT for FY 2018  
2 and agrees to indemnify the bargaining unit for any increase to that premium up to eight (8%)  
3 percent.

4 For FY 2020 the City agrees to pay the actual premium charged by NWWFT for FY 2019  
5 and agrees to indemnify the bargaining unit for any increase to that premium up to eight (8%)  
6 percent.

7 It is acknowledged that there is a likelihood that benefit changes will occur to the NWWFT  
8 insurance policy over the term of this agreement. It is the intent of the parties that so long as the  
9 overall level or quality of the benefits determined by the plan administrator to be equivalent to or  
10 offered as replacement for the previous year's policy plan will be accepted by the City for  
11 application of the agreed upon premium indemnification.

12 **SECTION B.** It is agreed that for FY 2017 the bargaining unit will participate in the VEBA  
13 plan offered by the City. For the years FY 2018, 2019, and 2020 the bargaining unit will establish  
14 and administer its own HRA and the City agrees to contribute into each individual HRA account  
15 the sum of \$1,000, on a yearly basis, as part of the first payroll of each fiscal year. The contributions  
16 by the City shall be limited to each person employed by the Department and who is a participant  
17 in the health care program administered by the Union.

18 **SECTION C.** It is agreed that the bargaining unit will be responsible for all aspects of the  
19 administration of the alternative health, vision and HRA, or any other related or associated  
20 programs, and that the City will provide no administrative or support services of any kind or nature  
21 related to such programs. The City's sole responsibility will be the payment of the agreed upon

1 contribution toward the applicable premium and any other sums required to be paid under the terms  
2 of this agreement.

3 **Section D.** The City will provide “Delta Dental Low” coverage for all employees. The City  
4 will also pay approximately one half of the premium, if the employee elects dependent coverage  
5 and the employee pays the balance of the premium for this coverage. The employee may also elect  
6 to pay the additional premium to upgrade coverage to “Delta Dental High” at his/her own expense.

7 **Section E.** The Bargaining Unit agrees to provide a medical coverage program for retirees  
8 and their dependents as determined by the bargaining unit and that the City has no obligation to  
9 continue to provide access to any insurance program after September 30, 2017.

10 **Section F.** For FY 2017 the City will make available, at no cost to the employee, medical  
11 tests including Blood Chemistry, CBC, Cardiac Profile, Prostate-Specific Antigen, Occult Blood,  
12 Thyroid (T-4). These tests will be made available at the Annual City Health Fair or another  
13 program organized by the City. Once the bargaining unit establishes an alternative medical benefit  
14 program as set out herein the City shall have no further obligation to provide any of the services  
15 identified in this section. At that time the participating members of the bargaining unit will have  
16 the same rights of participation in the City’s Health Fair as members of the public.

17 **ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND EDUCATION**

18 **Section A.** The City shall issue a \$1,500.00 check to the Union during the first pay period  
19 in October for physical training and recreation.



1 and will have the right to express his/her opinions about the applicants. The Union recognizes that  
2 the Fire Chief or designee is solely vested with the authority to make all hiring decisions.

3 In addition, a representative from the Union will have a seat in the committee appointed by  
4 the Mayor for the purpose of making recommendations to the Mayor for the selection and hiring  
5 of new Fire Chiefs.

## 6 ARTICLE 21- SHIFT CHANGE

7 Upon approval of the Battalion Chief, any employee will have the right to exchange shifts  
8 or trade with any other employee. The practice of exchanging shifts or trading time will be a  
9 voluntary program by the employees in order to permit an employee to absent himself/herself from  
10 work to attend to purely personal pursuits.

11 When an employee is absent from work under the exchange of shifts policy, no other  
12 employee will be paid for working out of classification or overtime pay as a result of the exchange  
13 of shifts.

14 When a change takes place, a standard form must be filled out per the SOG and given to  
15 the Battalion Chief twenty-four (24) hours prior to trade under normal conditions, or as soon as  
16 possible in extenuating circumstances. The person who agrees to the exchange of shifts will  
17 assume the responsibility for working that day, except as provided for in regular sick leave or  
18 vacation policy.

## 19 ARTICLE 22 - PROMOTIONS

### 20 Section A. PROMOTION - DEFINITION

1 All appointments to classifications other than that of Firefighter are considered to be  
2 promotions. Each person promoted will serve on a probationary status for a period of one (1) year.

3 **Section B.** PROMOTIONS REQUIRING EXAMINATION

4 1. The following positions shall be promoted in accordance with this section:

5 a. Three (3) Battalion Chiefs.

6 b. Sixteen (16) Captains consisting of: fifteen (15) Company Officers and one (1)  
7 Captain in Fire Prevention. With regard to the position in Fire Prevention,  
8 promotions shall be made from those who currently hold the position of Captain, or  
9 the first person on the Captain's eligible register. However, those on the eligible  
10 register may choose to decline the position of Fire Prevention Captain without  
11 losing their position on the register. In that event, the promotion will be offered to  
12 the next eligible candidate on the list. In any event, those who choose to accept the  
13 promotion to the position of Fire Prevention Captain shall make a commitment to  
14 remain in that position for a minimum of two (2) consecutive years.

15 c. Fifteen (15) Driver Operators.

16 2. In order to be promoted to the positions above, a candidate must attain the greatest  
17 number of points among those meeting all promotional eligibility requirements at the  
18 time the vacancy occurs. Battalion Chief promotion will be conducted on an as needed  
19 basis and will not create an eligibility register. The Battalion Chief examination will  
20 consist of B and D of the following formula.



1 meet or will meet the eligibility requirements listed in Section B-3 for at least one year  
2 during this two year period will be eligible for the exam. At least forty-five (45)  
3 calendar days prior to the examination, the staff will post in all fire stations a list of the  
4 source of material from which the written examinations are taken. The criteria used in  
5 assessing points in the Staff Interview will be posted prior to the interviews. The  
6 promotional exam must consist of a written examination and may be supplemented  
7 with a practical examination at the discretion of the Fire Chief. All applicants for  
8 promotional examination must be given the examination at the same time. Only those  
9 applicants that participate in all parts of the promotional exam will be eligible for  
10 promotion.

- 11 3. The order in which applicants appear on the eligible register shall be determined by the  
12 total points attained from the written exam, staff interview, seniority points, and the  
13 assessment lab. The applicant having the highest number of points shall be first on the  
14 list. Seniority will be used to break ties with the person with more seniority being  
15 placed higher on the list. The eligible register will also list the employee's eligibility  
16 date. When a vacancy occurs, the Civil Service Commission will certify the top three  
17 (3) names on the eligible register to the Fire Chief. The Fire Chief will choose for  
18 promotion the person with the highest amount of points (Idaho Code 50-1605) who is  
19 eligible for promotion on the date the vacancy occurred. If a person is not eligible at  
20 the time of the vacancy, they will maintain their position on the list but will be passed  
21 over for that promotion.

1 4. If a qualification program has been adopted by the Department and agreed to by the  
2 Union, each candidate must meet the requirements under that program. Candidates who  
3 do not meet those requirements will maintain their ranking on the list but will be passed  
4 over for promotion until they are certified and another vacancy occurs.

5 5. Once the eligible register is completed, all promotions will be made the day the vacancy  
6 occurs. If a vacancy occurs and the eligible register has expired, a valid register will  
7 be developed according to Article 22 Section C. Once a valid register has been  
8 developed, the promotion and the eligibility requirements will be retroactive to the day  
9 the vacancy occurred. Each person promoted will serve on a probationary status for a  
10 period of one (1) year.

11 **Section D.** PREPARATION OF EXAM:

12 1. In preparing questions to be used in an examination, the Human Resources staff shall  
13 consult with the head of the department or his/her responsible subordinates and with  
14 specially qualified persons or experts outside the Classified Service concerning the  
15 duties of a position to be filled, the qualifications to be required of the applicants  
16 thereof, the data upon which questions may be based; provided, however, he/she shall  
17 not consult with any person participating in that particular examination. Prior to the  
18 giving of an examination, all questions intended for use shall be in the exclusive  
19 possession and control of the Human Resources Office, which shall be held strictly  
20 responsible and accountable to the Commission for the secrecy thereof. If an outside  
21 testing vendor is used for the written examination, administration of the examination,

1 including but not limited to question preparation, scoring, and inspection of  
2 examination papers will be in accordance with the testing vendor's policies and  
3 practices.

4 (a) Examinations shall be held in the presence of one or more duly authorized  
5 representatives of the Civil Service Commission.

6 (b) At the direction of the Examiner, time limits may be used in examinations. If  
7 time limits are used, they shall be fixed by the Examiner who shall advise the  
8 applicants at the time of assembling, and during examination give proper notice  
9 of elapsed time and time remaining.

10 (c) Writing paper furnished by the Examiner shall be used exclusively by the  
11 applicants. Unless otherwise specified in the announcement, pencils or other  
12 necessary instruments will be furnished by Personnel Services. Mechanical or  
13 electronic aides may be allowed at the discretion of the Commission.

14 (d) Books of reference or data of any kind shall not be used during any examination,  
15 unless otherwise provided for in the announcement of the examination.

16 (e) Written tests shall be done with pencil, indelible pencil, or ink as may be  
17 prescribed by the examiner.

18 (f) All papers pertaining to a given test shall be distributed at the same time.

19 (g) Individual explanation to applicants shall be prohibited.

1 (h) Communication between applicants shall be prohibited.

2 (i) Applicants shall not leave the examination room without permission from the  
3 duly authorized representative of the Commission.

4 (j) All examination papers shall be picked up upon the expiration of the time limit  
5 set, if a time limit is used.

6 (k) Should an applicant withdraw from an examination, he/she shall turn in all  
7 papers which he/she has received.

8 (l) In case of irregularity in an examination, the Examiner shall make a written  
9 report thereof to the Commission and such report shall be filed with the working  
10 papers of the examination. The Fire Chief and Union are to be notified.

11 (m) Unnecessary conversation between examining personnel will be prohibited.

12 2. Scoring - Examination. The written portion of the examination shall be evaluated on a  
13 percentage basis, each percentage point to be worth one (1) numerical point. The  
14 percentage of correct answers shall be converted to numerical points. The written score,  
15 the staff interview points, assessment lab score, and seniority points are combined to  
16 form a total score.

17 3. Inspection of Examination Papers. Each applicant will be advised of his/her examination  
18 and rating scores. The candidate will be permitted to inspect his/her own written exam  
19 answer sheet in Human Resources under proper supervision. Written examination

1 papers shall be at all times in the charge of the Human Resources Office and none of the  
2 papers shall be taken from Human Resources. Only the written portion of the  
3 examination will be available for review by the candidate. The scores derived from the  
4 assessment lab and Chief's interview will be discussed with each candidate in a  
5 post-examination interview to be conducted by the Chief within thirty (30) working days  
6 of the completion of the assessment lab. The purpose of this interview will be to show  
7 the individual his/her areas of strengths and weaknesses. The records of an examination  
8 are working papers and not public documents.

9 4. Protest on Manifest Errors in Grading. Request for review of the grading must be filed  
10 with the Civil Service Commission, in writing, within ten (10) calendar days of the date  
11 when the notice as to the standing of the applicant is sent out. No change in rating will  
12 be made except for a manifest error in grading. The Civil Service Commission shall  
13 have the power to correct any error and amend or revoke any schedule, list or other paper  
14 or record where it appears that an error or injustice has been done. After an eligible list  
15 has been so corrected, amended or revoked, notice shall be given to all persons whose  
16 standings upon such list may be affected by the alterations. The reasons for every such  
17 action shall be recorded in full in the minutes of the Civil Service Commission.

18 5. Examination Papers Kept for Two Years. Examination papers of all applicants in any  
19 examination shall be preserved for a period of two (2) years from the date of the  
20 certification of the eligible register. Such examination papers shall be disposed of at the  
21 discretion and by the direction of Human Resources. Any attempt on the part of an

1 applicant (either by himself or through others with his/her knowledge) to influence or  
2 induce any examiner or employee thereof, to give applicant an undue advantage or to  
3 accord a special rating on an examination, shall be cause for the rejection of the applicant.

4 **Section E.** Assessment Lab: The assessment lab will be designed around the individual  
5 position to be filled. The material shall pertain to the actual duties and responsibilities as well as  
6 test for abilities in leadership, written and oral communications, problem solving, organization and  
7 planning, interpersonal skills and other pertinent areas. There will be no take-home written  
8 assignments; however, preparation for an oral presentation may be done at home using a variety  
9 of visual aide. If an outside testing vendor is used for the assessment lab, development, content,  
10 administration, and preparation will be in accordance with the testing vendor's policies and  
11 practices.

12 **Section F.** FIREFIGHTER AND PARAMEDIC REQUIREMENTS:

13 Appointment to the following positions does not require an examination. Movement from  
14 probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not constitute a  
15 promotion. There is no probationary period for 2nd and 1st class firefighters.

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CLASSIFICATION  
Firefighter 2nd Class  
Firefighter 1st Class  
Firefighter Paramedic

Appointment to positions listed above shall fall within the Fire Chief's discretion.

Eligibility standards are listed below.

Firefighter 2nd Class: A probationary firefighter shall be eligible to move to 2nd class firefighter upon satisfactory completion of one (1) year service as a Probationary Firefighter and satisfactory completion of probationary requirements by written approval of the Fire Chief.

Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class firefighter upon completion of one (1) year service as 2nd Class and satisfactory completion of 2nd class requirements and receipt of written approval of the Fire Chief.

Firefighter Paramedic: Candidates for paramedic training shall be selected by the Fire Chief. Preference shall be given, over lower classifications, to candidates who have finished their 1st class Firefighter outlines. Final appointment shall be contingent upon compliance with the State Board of Medicine requirements. Those who choose to accept the training of paramedic shall make a commitment to remain in that position for a minimum of two (2) consecutive years upon appointment to the position.

Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector position is created, appointment to this position shall first be offered to current bargaining unit members who have attained the rank of FF 1<sup>st</sup> Class and above. If no current bargaining unit

1 member applies for the position the Chief may fill the position at his discretion, either from the  
2 civil service list or by open applications. If there is a reduction in the number of Fire Inspector  
3 positions only those hired from the civil service list can be reassigned to a line position.

4 **Section G.** REDUCTION IN RANK

5 1. Disciplinary reduction: A member may be reduced in rank per the disciplinary  
6 procedures. When so reduced, the individual will be reduced in rank available as a result of the  
7 reduction determined by the disciplinary action.

8 2. Reduction in Work Force: A reduction in staffing due to an involuntary force reduction.

9 a. The last person promoted shall be returned to the rank and seniority held before  
10 seniority held before promotion.

11 b. The person so reduced in rank shall be the first to be reappointed to the higher position  
12 before another person below in the promotion register from which the promotion  
13 occurred or from a promotion register established subsequent thereto.

14 **Section H.** Voluntary Reduction in Rank

15 1. A member who chooses to take a voluntary reduction, and has held the position fewer  
16 than 120 days, will be allowed to return to previously held rank, and future promotions will require  
17 participation in competitive promotion process.

18 2. A member who chooses to take a voluntary demotion and has held the position for 120  
19 days or more will be allowed to return to the highest attained rank which is currently vacant, or  
20 will be vacated by the voluntary demotion. Any future promotions will require participation in the  
21 competitive promotion process.

1 a. If available rank is below the highest rank attained, then the member shall be the  
2 first to be reappointed to the higher position before another member below on the  
3 promotion register from which promotion occurred from a promotion register  
4 established subsequent thereto.

5 **Section I.** TEMPORARY APPOINTMENTS

6 Temporary appointments shall be made according to Article 20 (Working Out of  
7 Classification), Collective Bargaining Agreement. Temporary appointments shall be made from  
8 the next lower classification of the same division when possible.

9 **Section J.** WORK ASSIGNMENT

10 1. The Union agrees that its members shall comply with their existing job descriptions.

11 Where changes in the job descriptions are made, the City and the Union shall bargain  
12 prior to implementations.

13 2. Employees shall be assigned work which is consistent with recognized appropriate work  
14 for professional fire fighters and be provided with training which will assist them in  
15 completing their assignments.

16 3. It is recognized that during the course of an emergency there are situations that may  
17 arise requiring extraordinary measures. With cause, the Mayor may declare  
18 "emergency conditions" lasting 72 hours or less, in which firefighters may be required  
19 to perform non-traditional functions.

1 ARTICLE 23 - LIMITED DUTY

2 Any employee who is temporarily incapacitated and who has a limited duty statement from  
3 his/her doctor may be allowed to return to work to perform any of the following duties:

- 4 1. Preparation of materials for inspection and training divisions.
- 5 2. Light duty equipment and station maintenance.
- 6 3. Fire prevention work.
- 7 4. Limited Duty assignments should generally be within the expertise and scope of the  
8 individual's current or past positions, but may include basic clerical work or any other  
9 work beneficial to the organization's operation.

10 ARTICLE 24 - LAYOFF AND RECALL

11 Layoff is defined as any involuntary separation from employment not involving  
12 delinquency, misconduct or inefficiency. Whenever for lack of work, funds, change in  
13 organizational structure, or other compelling reason it becomes necessary to reduce the number of  
14 employees within the Fire and/or Ambulance Service, the following regulations shall apply:

- 15 1. The person last hired shall be laid off first.
- 16 2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of  
17 said layoff, giving the names of those laid off, the date of appointment and the reason  
18 for the reduction in force.

- 1           3. The names of those so laid off shall be entered on an appropriate recall register in  
2           inverse order of their layoff.
- 3           4. When it is desired to again increase the number of officers or employees, the Civil  
4           Service Commission shall certify all those laid off in the order their names appear on  
5           the recall register. A person so certified, who declines, or who after 10 weekdays notice  
6           (Monday through Friday) has failed to accept recall, shall be considered permanently  
7           separated from the Fire and/or Ambulance Service.
- 8           5. Recalls herein are subject to such medical examination and other conditions consistent  
9           with these rules, as the Civil Service Commission deems necessary. Temporary  
10          medical disabilities (broken bone, short-term illness) shall not result in loss of recall  
11          rights.
- 12          6. In the event a previously promoted officer or employee returns to duty, or the number  
13          of officers or employees holding that rank is reduced, the last officer or employee  
14          promoted shall be returned to the rank he held before. The officer or employee demoted  
15          shall be the first reinstated to the higher classification, before anyone else on the current  
16          eligible register.
- 17          7. Officers or employees who are laid off prior to completion of their probationary period  
18          must, upon recall, complete the remainder of the probationary period.

1 8. Should it be necessary to reduce the number of manned apparatus, it may also be  
2 necessary to reduce the number of positions in ranks within the Fire Department to be  
3 consistent with the numbers of remaining employees.

#### 4 ARTICLE 25 - PREVAILING RIGHTS

5 All rights and privileges held by the employee at the present time, which are not included  
6 in this Agreement, shall remain in force.

#### 7 ARTICLE 26 - SETTLEMENT OF DISPUTE & DISCIPLINE

8 For the purpose of this Agreement, dispute is defined as a circumstance involving the  
9 interpretation of the terms of this Agreement. It is agreed that Supervisors have the right to  
10 discipline members for just cause. Members subjected to discipline resulting in suspension without  
11 pay, demotion, dismissal or loss of benefits may invoke the disciplinary review procedures  
12 provided in the Civil Service rules as outlined in SOG 5019; however, such member will then be  
13 precluded from grieving the proposed discipline as outlined in the Collective Bargaining  
14 Agreement. In the event the member does not invoke the procedures of the Civil Service  
15 Commission as outlined in SOG 5019, such member may invoke the grievance procedures of this  
16 Collective Bargaining Agreement.

17 **Section A.** Labor disputes or differences arising between the City and the Union and the  
18 employee, including differences or disputes as to the meaning, application or operation of any  
19 provision of this Agreement shall be settled in the manner herein provided. For the purposes of  
20 this Article, such a dispute or difference shall be referred to as a grievance. It is further agreed

1 between the parties that the Standard Operating Procedures of the Fire Department and the Civil  
2 Service Rules are subject to the grievance procedure set forth herein.

3 **Section B.** Any employee who has a grievance concerning interpretation of this  
4 Agreement shall notify in writing the shop steward within thirty (30) calendar days from the date  
5 of the grievance. The shop steward will either resolve the grievance or notify the Union Grievance  
6 Committee, herein referred to as the Union, within thirty (30) calendar days of receipt of the  
7 grievance, and they shall determine if a grievance exists. If in their opinion no grievance exists,  
8 no further action is necessary.

9 **Section C.** If in the opinion of the Union, a grievance exists, it shall notify the Fire Chief,  
10 in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach an  
11 agreement within thirty (30) calendar days, they shall notify the Mayor in writing. The Chief may  
12 call upon his staff officers at any time in the course of his efforts to reach an agreement.

13 **Section D.** If the City has a grievance with the Union, the City shall notify, in writing, the  
14 Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an  
15 agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions  
16 of Section F.

17 **Section E.** In the event the grievance is not resolved within thirty (30) calendar days after  
18 being referred to the Mayor, the issue may be submitted to arbitration in accordance with the  
19 following procedures:

- 1           1. The party demanding arbitration shall file their demand and copy the opposing party  
2           within sixty (60) calendar days from the date the grievance was referred to the Mayor.  
3           The failure to file the demand for arbitration within the sixty (60) calendar day period  
4           shall be deemed a waiver of the right of such party to demand arbitration of the issue  
5           in dispute.
  
- 6           2. The party requesting arbitration will request from the American Arbitration  
7           Association a panel of five (5) arbitrators who are members of the National Academy  
8           of Arbitrators. Both parties shall prepare and agree on written questions outlining the  
9           issues to be addressed by the arbitrator.
  
- 10          3. Either party may reject the entire panel of arbitrators and request a new panel from the  
11          A.A.A., to be selected in accordance with number 2 above. No more than two panels  
12          may be so rejected.
  
- 13          4. A flip of the coin will determine the right to strike the first two names from the five (5)  
14          person panel. The other party will then have the right to strike an additional two (2)  
15          names. The fifth remaining person will then be the arbitrator. This selection process  
16          must be accomplished within five (5) days of receipt of the panel from the A.A.A.
  
- 17          5. The decisions of the Arbitrator shall be final and binding on both parties in all matters  
18          pertaining to Section A, of this Article.
  
- 19          6. The Union and City shall share the expenses of the Arbitrator.

1           **Section F.** Where a complaint alleges discrimination based on race, creed, color, religion,  
2 sex or physical handicap, the City's Affirmative Action complaint procedure will be utilized. In  
3 matters dealing with sexual harassment, the Sexual Harassment Complaint Procedure will be used.

#### 4                                   ARTICLE 27 - SUBSEQUENT CONTRACTS

5           **Section A.** Not later than June 1st of the year this Agreement expires the Union President  
6 shall advise the Mayor, in writing, of the Union's intent to negotiate, and supply a roster of the  
7 bargaining unit's negotiating team. The Mayor shall acknowledge receipt of the union proposals  
8 within ten (10) weekdays and shall provide to the Union President, in writing, a roster of the  
9 negotiating team representing the City.

10           **Section B.** Submission of issues to Fact Finding Commission. In the event the bargaining  
11 agent and the corporate authorities are unable, within thirty (30) days from and including the date  
12 of their first meeting, to reach an agreement on a contract, any and all unresolved issues shall be  
13 submitted to a fact finding commission pursuant to the procedures outlined I.C. 44-1801 et seq.

#### 14                                   ARTICLE 28 - HEALTH AND SAFETY

15           Recognizing the inherent dangers in firefighting, medical and rescue operations, the City  
16 and Union agree to cooperate in providing a reasonable and prudent level of safety for employees  
17 in the Fire Department.

1           **Section A.** In order to achieve this goal, a joint Safety and Health Committee shall be  
2 formed, to be composed of two representatives from the Union, one Assistant Chief, all of whom  
3 shall serve without compensation. The duties of this committee shall be as follows:

- 4           1. To meet as needed to review and discuss the safety reports received from each company  
5           officer.
- 6           2. To correct, or make recommendations to the Fire Chief for the correction of, hazardous  
7           conditions or unsafe work methods which come to the attention of the Committee.
- 8           3. To prepare written minutes of all committee meetings for review and adoption at the  
9           next meeting.
- 10          4. To review reports of accidents, deaths, and injuries reported to worker's compensation  
11          and to make recommendations, including a date of implementation, to modify rules  
12          and/or procedures in order to avoid similar incidents in the future. Provided, however,  
13          that the Committee shall have access to confidential medical information in the  
14          possession of the City only upon written authority by the employee involved.
- 15          5. To gather information from authoritative medical sources regarding a standardized  
16          medical protocol for emergency care and treatment of injured firefighters. The  
17          Committee's recommendations will be presented to the Fire Chief who will in turn  
18          present these recommendations to appropriate officials at the health care facilities.

19           **Section B.** The City shall furnish and maintain all safety equipment such as respiratory  
20 apparatus, gloves, helmets, protective clothing and eye goggles.

1           1. The Captains are responsible for conducting an inspection at least once each quarter  
2           year of the safety equipment assigned to personnel under their supervision. In addition,  
3           the Committee may also conduct such inspections. When any article needs replacement  
4           or repair, the Captain shall forward a written request, with a recommendation date for  
5           correction if appropriate, to the Battalion Chief, with a copy to the Committee.

6           2. Repairs of breathing apparatus will be performed only by persons who have been  
7           properly trained by the manufacturer.

8           **Section C.** Firefighter Health and Safety Training. The City will provide an ongoing  
9           safety program as described below.

10          1. An annual training schedule will be posted by the Training Division listing subjects to  
11          be covered. Safety matters listed on this schedule will be mandatory; however, the  
12          company officer is advised to cover any other items that he feels appropriate. The  
13          Committee may also recommend additional subjects which it feels should be scheduled  
14          for training.

15          2. The basic safety manual will be IFSTA 209 First Edition "Firefighter Safety."

16          3. Each company officer will conduct a safety meeting with his assigned crew for at least  
17          one hour each month.

18          4. A training record shall be maintained for each employee, listing dates and subjects  
19          covered.

1           5. Any employee who fails to observe safety rules, regulations, or procedures shall be  
2           subject to disciplinary action.

3           6. The company officer will forward any recommendations on matters, which he is unable  
4           to correct to the Committee.

5           7. Any recommended items or procedures, which are costly or unusual, shall be sent to the  
6           Fire Chief for consideration.

7           **Section D.** Procedures for Recommendations: The Fire Chief may implement, modify, or  
8           reject any recommendation provided for in this Article. Should the Fire Chief reject or modify a  
9           recommendation, a written decision and explanation shall be provided to the Committee. The  
10          Committee may appeal in writing any rejection or modification to the Mayor within five (5)  
11          weekdays from the date of the decision. The Mayor shall give a written decision on the matter to  
12          the Committee, with a copy to the Fire Chief, within ten (10) weekdays of receipt of the appeal.  
13          If the Committee disagrees with the decision of the Mayor, it may meet with the Mayor in order  
14          to discuss referring the matter to arbitration. In the event both parties mutually agree to refer the  
15          matter to arbitration, they must agree, in writing, as to whether the arbitration will be binding or  
16          non-binding. Any arbitrator chosen must be knowledgeable in the field of fire safety.

17          **Section E.** All employees, with the exception of the Office Manager, E.M.S. Admin. Asst.  
18          and the Fire Secretary will participate in the Fire Service Joint Labor Management Wellness  
19          Fitness Initiative, established through mutual agreement between the City and the Union. No  
20          employee will be disciplined or discharged for failure to meet standards, which may be established

1 within the program. The City agrees to fund the Fire Service Joint Labor Management Wellness  
2 Fitness Initiative up to \$20,000.00 per year.

3 **Section F. Medical Evaluation.** The City will provide those employees who serve in a  
4 line capacity with a medical evaluation that balances current medical knowledge and the current  
5 edition of NFPA 1582, as recommended by the Department's physician. The physician shall be  
6 selected by the Department's Fitness/Wellness Committee.

7 **Section G. Fit-For-Duty.** There are two components that determine an employee's fitness  
8 for duty and both must be met in order for the employee to serve in a line capacity which exposes  
9 them to an Immediately Dangerous to Life and Health (IDLH) environment.

10 1. Medical Certification – Fire Department Physician will provide medical certification  
11 and return to work authority. Medical conditions that are being treated by a specialist  
12 require a unified return to work decision between the Department's Physician and the  
13 specialist.

14 2. Combat Challenge – All personnel, as defined above, shall complete the physical  
15 demands of the combat challenge once per year. Individuals who are unable to  
16 complete the Combat Challenge standards will be pulled from the line duties, placed  
17 on light duty, and prescribed a directed training regimen by a Peer Fitness Coordinator.  
18 The individual will have four weeks to complete the Combat Challenge or demonstrate  
19 measurable improvement. A weekly progress report will be submitted to staff by a  
20 Peer Fitness Coordinator for any employee on a directed training regimen.

1                                    ARTICLE 29 - RESIDENCY REQUIREMENT

2                    Fire Department employees, regardless of when hired, may live anywhere, inside or outside  
3 of the City limits.

4                                    ARTICLE 30 - IAFF-FC DEFERRED COMPENSATION PLAN

5                    **Section A.** The City agrees to administer the International Association of Firefighters  
6 Financial Corporation (IAFF-FC) deferred compensation program for fire department members.  
7 The Union agrees to cover any direct fees associated with this program.

8                                    ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN

9                    **Section A.** The City shall make a monthly pre-tax contribution of \$75.00 per employee to  
10 the Washington State Council of Firefighters Medical Expense Reimbursement Fund (MERP) for  
11 each bargaining unit member and for each member who is promoted out of the bargaining unit.  
12 This trust shall remain separate and apart from any City Retiree health insurance funding program.

13                    **Section B.** Upon retirement the City agrees to pay a final pre-tax contribution into the  
14 Washington State Council of Firefighters' Employee Benefit Trust of 100% of the employee's  
15 accumulated sick leave buy out using the formula set forth in Article 17 Section C.

16                    **Section C.** Any change in IRS law rules or regulations during the term of this Agreement  
17 which mandate a change to the terms of this Article affecting this plan will act as an opener for  
18 this Article only for the sole purpose of developing language to comply with all applicable IRS  
19 rules and regulations.



1 other taxes and payments. Parties agree to work together to make the payments in  
2 a manner which maximizes the benefit for members and minimizes taxes, but in the  
3 event of rule changes or other situations where taxes cannot be avoided, the City of  
4 Pocatello shall not be responsible for additional taxes or payments in excess of what  
5 is received in any refund or what was previously being paid as the employer's share  
6 of social security. Such additional taxes or payments will be assessed to the  
7 member recipient.

## 8 ARTICLE 33- REASONABLE SUSPICION OF DRUG AND

### 9 ALCOHOL TESTING

- 10 1. Employer and Union agree to implement the following alcohol and drug-testing  
11 program. The parties agree that the primary purpose of this policy is to prevent on-the-  
12 job impairment stemming from substance abuse. The parties also agree that when a  
13 worker is presumed to be impaired due to substance abuse that the supervisor has an  
14 obligation to remove the employee from his position immediately. The supervisor will  
15 call "Out of Service" and contact the Battalion Chief immediately, who after verifying  
16 the suspicion, will contact the Pocatello Police Department Shift Commander and ask  
17 that an officer that is trained in recognition of drug and alcohol identification be sent to  
18 evaluate the suspected employee. If the officer believes that said employee may be  
19 under the influence, the employee shall submit to a breath analysis, urinalysis, and/or  
20 blood.

1 If the employee is found to be under the influence, he/she may be disciplined and will  
2 submit to assistance through the EAP program.

3 2. The Employer shall not utilize any form of random testing unless specifically required  
4 by federal law. When random testing is required, the Employer shall only administer  
5 random testing to those workers specifically subject to random testing as required by  
6 federal law (narrowly defined). No other bargaining unit workers shall be subjected to  
7 random testing of any form and under any circumstances.

8 3. Any matters related to this alcohol and drug-testing policy shall be subject to the  
9 grievance and arbitration procedures of this Collective Bargaining Agreement.

#### 10 ARTICLE 34-SAVING CLAUSE

11 If any provision of this Agreement or the application of such provision should be rendered  
12 invalid by any court action or by reason of any existing or subsequently enacted legislation, the  
13 remaining parts or portions of this Agreement shall remain in full force and effect.

#### 14 ARTICLE 35-TERMS OF AGREEMENT

15 This Agreement shall be effective on the 1st day of October 2016, and shall remain in full  
16 force and effect until midnight on the 30th day of September 2020. In addition to the right to reopen  
17 any specific terms of this Agreement as set out in the terms of this Agreement, the parties agree to  
18 the following additional opener:



- 1           3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions shall  
2           be submitted by the Chairman of the Management team to the Chairman of the Union  
3           team at the time the Management roster is submitted. The two chairmen shall work out  
4           any problems with the proposed schedule. More than ten (10) sessions may be held if  
5           necessary and are to be set by mutual agreement of the chairman of each bargaining  
6           team.
- 7           4. COMPENSATION: Members of the negotiating teams (both for the City and for the  
8           Union) shall participate in the mutually scheduled negotiating sessions without loss of  
9           pay or benefits due to any such participation. On-duty personnel shall receive their  
10          usual compensation. Off-duty personnel will receive no compensation for negotiating  
11          sessions.
- 12          5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be  
13          determined each year with members listed in writing at the time of the first notification  
14          of either party to the other of a desire to negotiate a new contract; the party being  
15          notified shall have ten (10) days in which to submit a list of its bargaining committee  
16          members.
- 17          6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in open  
18          meeting and all materials presented shall be considered public records.
- 19          7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of  
20          negotiations shall be allowed. Both parties shall be given copies of any tape recordings

1 made. The dissemination of any minutes, notes, or recordings shall conform to  
2 paragraph 8 below.

3 8. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining, and  
4 the meeting location chosen shall provide adequate accommodation for private  
5 caucuses for the negotiating teams.

6 9. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the  
7 framework of the prospective contract throughout the negotiating process. Although  
8 issues tentatively agreed to may at any time be reopened for further negotiation, the  
9 parties agree that such issues shall not be reopened for the purpose, and in the context  
10 of, bargaining and negotiation on other subsequent issues. Tentative agreements shall  
11 be recorded by a negotiator for each party initialing the contract language tentatively  
12 agreed to. Notwithstanding the foregoing, nothing shall be considered conclusively  
13 agreed upon until an agreement has been reached on all matters and issues between the  
14 parties and the contract has been duly executed as provided in Paragraph No. 10.

15 10. AUTHORITY: Each party's negotiating team has authority to reach a tentative  
16 agreement, but for any agreement to be executed and binding, it must be approved by  
17 the City Council and ratified by the membership of the Union.

18 11. BARGAINING PROCESS: In the course of the bargaining process, negotiators for  
19 each party shall attempt to resolve non-economic issues as defined by both parties  
20 before considering economic issues.

1           12. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will make  
2           new contract demands and offer proposals on new bargaining subjects or issues for  
3           consideration in contract negotiations before or during the third negotiating session  
4           except by mutual agreement and unless limited by the contract. In the absence of any  
5           mutual agreement to the contrary, no new issues may be presented by either party after  
6           termination of the third negotiating session.

7           13. RATIFICATION EFFORT: Once a comprehensive settlement has been reached by the  
8           negotiating teams, each negotiating team agrees to make a good faith effort to obtain  
9           ratification of the tentative agreement by the party it represents.

10          14. STALEMATE RESOLUTION (PRELIMINARY IMPASSE): The parties will comply  
11          with Idaho Code §44-1805 which requires the parties to utilize Fact Finding if an  
12          agreement is not reached within thirty (30) days from the date of the initial bargaining  
13          session. Nothing shall prohibit the parties from continuing negotiations before, during,  
14          and after the Fact Finding hearing.

15          15. EXCEPTION BY MUTUAL AGREEMENT: The contents of this Agreement shall  
16          serve to guide contract negotiations between the signatory parties unless mutual  
17          consent is given to deviate from its terms.

1           IN WITNESS WHERE OF, the parties hereto have executed this Agreement to be effective  
2           the first pay period of FY 2017, this \_\_\_\_\_ day of October, 2016.

3 FOR THE UNION:

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\_\_\_\_\_  
7 Ryan O’Hearn, President Local -187

\_\_\_\_\_  
Andy Moldenhauer, Vice President

10  
11 FOR THE CITY OF POCA TELLO:

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14  
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\_\_\_\_\_  
16 Brian C. Blad, Mayor

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20 ATTEST:

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\_\_\_\_\_  
25 Ruth E. Whitworth, City Clerk

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SCHEDULE C (VACATION)

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<u>YEARS OF SERVICE</u>	<u>WORKING 40 HR. WEEK 8-HOUR DAYS OFF</u>	<u>WORKING 72 HOUR WORK PERIOD 12-HOUR DAYS/24 HOUR SHIFTS</u>
1 through 5	13	15 or 7 1/2
6 through 10	19	21 or 10 1/2
11 through 15	23	25 or 12 1/2
16 through 20	27	29 or 14 1/2
21 through 25	31	33 or 16 1/2
26 and over	35	37 or 18 1/2



1 SCHEDULE E (BARGAINING UNIT)

2 The bargaining unit shall include the following employees:

- 3 1. Secretary – Fire (Admin. IV)
- 4 2. Emergency Medical Administrative Assistant (Admin. VI)
- 5 3. Assistant to the Fire Chief
- 6 4. Emergency Vehicle Technician
- 7 5. Community Relations/Education Specialist
- 8 6. Fire Inspector (Days)
- 9 7. Office Manager
- 10 8. All Classes of Firefighters
- 11 9. Driver Operators
- 12 10. Paramedics
- 13 11. Fire Captains (including Captains-Fire Prevention)
- 14 12. Battalion Chiefs

15 Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.  
16 All members of the Bargaining Unit are classified as Non-Exempt Employees.

1 SCHEDULE F (PARAMEDIC PAY)\*

2 PARAMEDIC STEP PAY

3 *\$2,234.63*

YEARS SERVICE AS A PARAMEDIC	BI-WEEKLY STEP PAY	% OF BASE
2	<i>\$22.34</i>	1%
4	<i>\$44.69</i>	2%
5	<i>\$67.03</i>	3%
6	<i>\$89.38</i>	4%
7	<i>\$111.73</i>	5%
8	<i>\$134.08</i>	6%
9	<i>\$156.42</i>	7%
10	<i>\$178.77</i>	8%
11	<i>\$201.12</i>	9%
12	<i>\$223.46</i>	10%
13	<i>\$245.81</i>	11%
14	<i>\$268.16</i>	12%
15	<i>\$290.50</i>	13%

4

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\* Effective first pay period of FY 2017

**AGENDA**

**ITEM**

**NO. 14**

SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING CHAPTER 2.14 "CIVIL SERVICE COMMISSION FOR POLICE AND FIRE DEPARTMENTS" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO REMOVING ALL REFERENCES TO THE POLICE DEPARTMENT AS THIS DEPARTMENT HAS ELECTED TO PROVIDE FOR ITS OWN PERSONNEL ADMINISTRATIVE RULES ADOPTED BY THE POCATELLO CITY COUNCIL ON SEPTEMBER 15, 2016; PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 2.14 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.

\*\*\*\*\*

THE FOREGOING SUMMARY IS APPROVED for publication this 6<sup>th</sup> day of October, 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 October, 2016.

\_\_\_\_\_  
A. DEAN TRANMER, City Attorney

PUBLISH:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING CHAPTER 2.14 "CIVIL SERVICE COMMISSION FOR POLICE AND FIRE DEPARTMENTS" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO REMOVING ALL REFERENCES TO THE POLICE DEPARTMENT AS THIS DEPARTMENT HAS ELECTED TO PROVIDE FOR ITS OWN PERSONNEL ADMINISTRATIVE RULES ADOPTED BY THE POCATELLO CITY COUNCIL ON SEPTEMBER 15, 2016; PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 2.14 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 City of Pocatello and the Portneuf Valley Fraternal Order of Police Local Lodge #13 have entered into a Collective Bargaining Agreement for the period of October 1, 2016 to September 30, 2017; and

WHEREAS, pursuant to Article 14 "Management Rights" of the Collective Bargaining Agreement, the parties have agreed to create a committee to formulate agreed upon regulations and procedures for the process of hiring, promotions, and discipline; and

WHEREAS, the committee prepared the *Pocatello Police Department's Personnel Administrative Rules* and the same were adopted by the City Council with the Collective Bargaining Agreement at the regular City Council Meeting on September 15, 2016; and

WHEREAS, since said *Personnel Administrative Rules* were adopted, the City Council should formally rescind the provisions of the Pocatello Municipal Code Chapter 2.14 as it pertains to the Pocatello Police Department;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO, AS FOLLOWS:

Section 1: That Chapter 2.14 “Civil Service Commission for Police and Fire Departments” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:

\*\*\*

Chapter 2.14 Civil Service Commission for ~~Police and~~ the Fire Departments

\*\*\*

Section 2: That Section 2.14.050 “Rules” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:

2.14.050 Rules

\*\*\*

The civil service commission shall make all necessary rules and regulations to carry out the purpose of the civil service law in the ~~police and~~ Pocatello Fire departments.

\*\*\*

Section 3: That all other sections of Chapter 2.14 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 6<sup>th</sup> day of October, 2016.

CITY OF POCATELLO, a municipal  
corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, REVISING TITLE 15, CHAPTER 42, "WIRELESS COMMUNICATIONS TOWERS AND FACILITIES" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO, MORE PARTICULARLY BY ADDING, DELETING AND MODIFYING DEFINITIONS WITHIN THE CODE; CREATING THREE (3) TYPES OF WIRELESS COMMUNICATION FACILITY PERMITS – EACH WITH THEIR OWN REQUIREMENTS, REVIEW AND APPROVAL PROCESSES; ESTABLISHING NEW REGULATIONS FOR MODIFICATIONS OR COLLOCATIONS OF ANTENNAS, DAS AND SMALL CELL TOWERS, TOWER SHARING AND PREFERRED LOCATIONS; PROVIDING REGULATION BY ZONING DISTRICTS AND LAND USE, A PROCESS FOR WIRELESS COMMUNICATION FACILITIES BY CONDITIONAL USE PERMIT AND ESTABLISHING EXEMPT FACILITIES; PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 15.42 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.

\*\*\*\*\*

THE FOREGOING SUMMARY IS APPROVED for publication this 6<sup>th</sup> day of October, 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 October, 2016.

\_\_\_\_\_  
A. DEAN TRANMER, City Attorney

PUBLISH:

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, REVISING TITLE 15, CHAPTER 42, “*WIRELESS COMMUNICATIONS TOWERS AND FACILITIES*” OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCA TELLO, MORE PARTICULARLY BY ADDING, DELETING AND MODIFYING DEFINITIONS WITHIN THE CODE; CREATING THREE (3) TYPES OF WIRELESS COMMUNICATION FACILITY PERMITS – EACH WITH THEIR OWN REQUIREMENTS, REVIEW AND APPROVAL PROCESSES; ESTABLISHING NEW REGULATIONS FOR MODIFICATIONS OR COLLOCATIONS OF ANTENNAS, DAS AND SMALL CELL TOWERS, TOWER SHARING AND PREFERRED LOCATIONS; PROVIDING REGULATION BY ZONING DISTRICTS AND LAND USE, A PROCESS FOR WIRELESS COMMUNICATION FACILITIES BY CONDITIONAL USE PERMIT AND ESTABLISHING EXEMPT FACILITIES; PROVIDING THAT ALL OTHER SECTIONS OF CHAPTER 15.42 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 Planning and Development Services staff has reviewed the City’s regulations on wireless communication towers and facilities and have determined the current code is not in conformance with Federal Code, Section 6409, better known as the *Spectrum Act* (codified at 47 U.S.C. 1455). The latest law governing wireless communication facilities (“WCF”) 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*, codified at 47 U.S.C. 1455.

WHEREAS, *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 sought to modify an existing wireless telecommunication facility that does not substantially alter the existing facility; and

WHEREAS, *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 parameters in which said local government has to act. As a result, in December 2014,

the Federal Communications Commission (FCC) adopted regulations defining terms that are not contained in *The Spectrum Act* and provides additional directives for processing applications, timelines and remedies for applications that seek to modify an existing WCF in accordance with the *Spectrum Act* to be effective April 9, 2015; and

WHEREAS, the Planning and Development Services staff has prepared an Ordinance in compliance with the *Spectrum Act*, the FCC regulations and State Code providing for three (3) categories of WCF's, Type 1, Type 2 and Type 3. Each Type has distinct differences in appearance, guidelines and permitted locations. The proposed Ordinance also provides for amendments to the definitions section; encourages collocation of antennas, DAS and small cells where/when possible; designates exempt facilities; provides regulation by zoning district and land use area as well as providing for processing applications by conditional use permit where applicable; and

WHEREAS, the Planning and Development Services Planning Manager presented the proposed code language to the City Council at the May 12, 2016 Study Session at which time the Council directed the preparation of an Ordinance incorporating the proposed code language; and

WHEREAS, the City Council held a Public Hearing at its regular Council Meeting on September 15, 2016 regarding the comprehensive code changes to Chapter 15.42. At the above-named public hearing one letter was received in support of the code changes and no one testified in support, in opposition, or indifferent to the code changes at said hearing; and

WHEREAS, the City Council has determined that the recommended changes are appropriate and in the best interest of the citizens, and further directed preparation of an Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCA TELLO AS FOLLO WS:

*Section 1:* That Section 15.42.030 "Definitions" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended with the following definitions which are to be either modified or removed from this Section:

**15.42.030 DEFINITIONS:**

\*\*\*

APPLICANT: means any person who applies for a ~~tower-development~~ Wireless Communication Facility permit.

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.

CONDITIONAL USE PERMIT: means 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: means 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.

~~FCC: The Federal Communications Commission or successor agency.~~

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

~~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.~~

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

OMNIDIRECTIONAL (WHIP) ANTENNA: means 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.

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

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

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

SITE: (for towers outside the Right-Of-Way): means 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 shall 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:

- (i) **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 any new tower:**

- (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; or
- (c) Towers cannot be located in public rights of way.

~~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): means 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.

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*Section 2:* That Section 15.42.040 “General Regulations” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.040: ~~General Regulations~~ 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 ten (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.

\*\*\*

*Section 3:* That Section 15.42.050 “Siting and Facility Priorities” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.050: ~~Siting and Facility Priorities~~ 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 &amp; approval by Planning &amp; Development Services Director and/or his/her designee</u>
<u>* Other collocations</u>	<u>90 day review after</u>	<u>NO</u>	<u>* Type 2 WCF Permit Required</u>

<p><b><u>that “substantially change the physical dimensions of the existing wireless tower or base station”</u></b>  <b><u>* roof mounted that do not qualify as existing Base Stations not to exceed 10-feet above the highest portion of the roof</u></b>  <b><u>*Distributed Antenna Systems &amp; Small Cells</u></b></p>	<p><b><u>application submitted</u></b></p>		<p><b>See Table 15.42.090 for zoning restrictions</b></p>
<p><b><u>New tower (NOT in public Right-Of-Way *roof mounted exceeding 10-feet above the highest portion of the roof</u></b></p>	<p><b><u>150 days after application submitted</u></b></p>	<p><b><u>NO</u></b></p>	<p><b><u>* Type 3 WCF Permit</u></b>   <b>See Table 15.42.090 for zoning restrictions</b></p>

\*\*\*

*Section 4:* That Section 15.42.060 “Collocation Required” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.060 COLLOCATION REQUIRED- 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 has 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.

\*\*\*

*Section 4:* That Section 15.42.070 “Applications” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.070 APPLICATIONS 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 10 feet constitute 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 zoning district (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.

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*Section 5:* That Section 15.42.080 “Height Standards” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.080 HEIGHT STANDARDS 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 (150) feet.
- 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 (ten) 10 feet, whichever is greater;**
  - 3. For towers outside the ROW, it protrudes from the edge of the tower more than twenty (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.**

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**Section 6:** That Section 15.42.090 “Setback Standards” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.090 SETBACK STANDARDS ZONING DISTRICTS AND LAND USE:**

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

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

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**Section 7:** That Section 15.42.100 “Environmental Standards” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.100 ENVIRONMENTAL STANDARDS GENERAL REGULATIONS:**

A. Certificate of Appropriateness: Applications submitted for a WCF permit within nationally recognized historic district or within the two hundred and fifty (250) feet 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.

B. 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 only where the deployment meets specified size limitations and involves no new ground disturbance;

(2) There is an exclusion for 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 allow exclusions permitted with the following conditions:

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

b. 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

c. The deployment must involve no new ground disturbance.

C. All WCFs shall meet or exceed current standards and regulations of the FAA, the FCC, and any other agencies 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.

D. 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.

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*Section 8:* That Section 15.42.110 "Lighting and Signage Standards" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.110 LIGHTING AND SIGNAGE STANDARDS: CONDITIONAL USE PERMIT PROCEDURES:**

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

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*Section 9:* That Section 15.42.120 “Parking” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

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**15.42.120 PARKING: 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 lies with the applicant. The applicant must prove their case with substantial and competent evidence.
- C. **Criteria for Review:** The 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.
- D. **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 district;
- 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;

\*\*\*

**Section 10:** That Section 15.42.130 “Access” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended as follows:

\*\*\*

**15.42.130 ACCESS: 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.

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**Section 11:** That Section 15.42.210 “Maintenance” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby be renumbered to Section 15.42.140.

**Section 12:** That Section 15.42.220 “Modifications” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby be renumbered to Section 15.42.150.

**Section 13:** That Section 15.42.230 “Abatement or Discontinuance of Use” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby be renumbered to Section 15.42.150.

**Section 14:** That Section 15.42.240 “Severability” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby be renumbered to Section 15.42.160.

**Section 15:** That Section 15.42.250 “Repealer” of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby be renumbered to Section 15.42.170.

**Section 16:** That all other Sections of Title 15, Chapter 42 “*Wireless Communication Towers and Facilities*” 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 6<sup>th</sup> day of October, 2016.

CITY OF POCATELLO, a municipal  
corporation of Idaho

\_\_\_\_\_  
BRIAN C. BLAD, Mayor

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk