# AGENDA

# CITY OF POCATELLO
# REGULAR CITY COUNCIL MEETING

MAY 1, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

The meeting will be live-streamed at https://streaming.pocatello.gov/ and available on Sparklight Cable channel 56

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In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; 208-234-6248; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

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Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give their name for the record. If a citizen wishes to read documentation of any sort to the Council, they shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

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The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings allow for public comment during the discussion/consideration process.**

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RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a

ten-minute recess to allow Council members and participants a brief rest period.

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## 1. ROLL CALL AND PLEDGE OF ALLEGIANCE

## 2. INVOCATION

The invocation will be offered by Pastor Jim Jones, representing Blazing Grace Ministries.

## 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. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the Clarification and Regular City Council meetings of April 3, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of April 1 - 15, 2025.

(c) **PARKS AND RECREATION ADVISORY BOARD APOINTMENT:** Council may wish to confirm the Mayor's appointment of William Schirmer to serve as a member of the Parks and Recreation Advisory Board, replacing Dave Pacioretty whose term expired. William's term will begin May 2, 2025 and expire May 2, 2027.

(d) **POCATELLO ARTS COUNCIL APPOINTMENT:** Council may wish to confirm the Mayor's appointment of Tim Hackleman to serve as a member of the Pocatello Arts Council, filling a long-term vacancy. Tim's term will begin May 2, 2025 and expire May 2, 2028.

(e) **CITY COUNCIL DECISION – FINAL PLAT APPROVAL FOR ASPEN GROVE SUBDIVISION:** Council may wish to adopt its decision approving the subdivision of approximately 5.56 acres of land into nine (9) lots, located

at 2806 South 5th Avenue, subject to conditions.

Documents:

**AGENDA-ITEM-3.PDF**

## 4. PROCLAMATIONS

## 5. CALENDAR REVIEW

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

## 6. PUBLIC HEARING – ANNEXATION AND ZONING APPLICATION – RIDGES AT HIGH TERRACE

This time has been set aside for the Council to hear comments from the public regarding a request by Bill Isley, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to annex and zone 81.78 acres (more or less) of land located north of East Center Street and southeast of Vista Drive. The Planning and Zoning Commission recommended approval of the request following a public hearing held April 9, 2025. **(ACTION ITEM)** (Quasi-judicial public hearing)

Documents:

**AGENDA-ITEM-6.PDF**

## 7. PUBLIC HEARING – POCATELLO PARKS, RECREATION, OPEN SPACE, AND TRAILS PLAN (PROST)

This time has been set aside for the Council to hear comments from the public regarding the Pocatello PROST Plan. Council may wish to adopt the document by Resolution as an official City plan. **(ACTION ITEM)** (Legislative public hearing)

Documents:

AGENDA-ITEM-7.PDF

## 8. GRANT APPLICATION – INTERNATIONAL MOUNTAIN BIKE ASSOCIATION ACCELERATOR TRAIL GRANT APPLICATION FOR CITY CREEK TRAIL SYSTEM

Council may wish to approve submission of the International Mountain Bike Association Accelerator Trail Grant Application for City Creek Trail System in the amount of $30,000.00 to complete a mountain bike trail plan for the City Creek Management Area and if awarded, accept the grant and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The total project cost is $60,000.00 and there is a required match of $30,000 to be funded from general fund reserves. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

## 9. AIRPORT GRANT APPLICATION – FAA AIRPORT IMPROVEMENT PROGRAM

Council may wish to approve a grant application for the FAA Airport Improvement Program FY25 annual entitlement in the amount of $1,520,000.00 and if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The grant requires a 5% match which will be funded using state grant funds and budgeted airport passenger facility charge (PFC) funds. Projects to be completed with grant funding is pavement maintenance of Runway 17/35 and Taxiway A and completion of the FAA-required airport Title VI plan. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

## 10. AIRPORT LEASE AMENDMENT – DRISCOLL TOPHAY

Council may wish to approve an amendment to the lease agreement between the City and Driscoll TopHay for a facility at the Airport and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The amendment will remove the requirement for the Lessee to maintain personal property insurance. No other changes to the lease are requested. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-10.PDF**

## 11. AIRPORT LEASE RENEWAL AGREEMENTS AND RESOLUTIONS

Council may wish to approve the following lease agreements and adopt corresponding resolutions for property at the Pocatello Airport and authorize the Mayor's signature on all applicable documents, subject to Legal Department review: **(ACTION ITEM)**

a) Francie Carpenter – 6,293 square feet of property upon which Ms. Carpenter owns a hangar. The lease term will be twenty (20) years and rental rate will be $1,447.39 per year;

b) Gordon Nielson - 1,760 square foot City-owned hanger. The lease term will be five (5) years and rental rate will be $324.20 per month; and

c) Amerigas Propane – 0.78 acres of property for the bulk storage of propane. The lease term will be one (1) year and rental rate will be $4,861.30 per year.

Documents:

**AGENDA-ITEM-11.PDF**

## 12. CENTENNIAL-RAINEY PARK PROJECT CONTRACT EXTENSION – HARMONY ENGINEERING

Council may wish to accept the recommendation of staff and approve a contract extension with Harmony Engineering in the amount of $98,000.00 plus Cultural Resources Time and Materials to complete the design of the

Centennial-Rainey Park project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The project is funded by a Bureau of Reclamation Watersmart Grant, ARPA funding and EPA. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-12.PDF**

## 13. BYWATER SOLUTIONS CONTRACT FOR KOHA INTEGRATED LIBRARY SYSTEM SOFWARE – MARSHALL PUBLIC LIBRARY

Council may wish to accept the recommendation of staff and approve a contract with ByWater Solutions for ongoing support of KOHA Integrated Library System software and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the agreement is available in the Library budget. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-13.PDF**

## 14. PIGGYBACK BID ACCEPTANCE AND PURCHASE FOR ROAD OILS – IDAHO ASPHALT SUPPLY, INC.

Council may wish to approve piggybacking the 2025 Power County contract with Idaho Asphalt Supply, Inc. for certain road oils for the Street Department's 2025 pavement maintenance season, in the amount not to exceed $71,290.00, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-14.PDF**

## 15. PIGGYBACK BID ACCEPTANCE AND PURCHASE OF ASPHALT AND RELATED MATERIALS – MICKELSEN CONSTRUCTION, INC.

Council may wish to approve piggybacking of the City of Pocatello 2023 competitively bid contract for asphalt and related materials via Mickelsen Construction, Inc. for the 2025 pavement maintenance season in the approximate amount of $1,688,500.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the materials has been budgeted in the Street and Water Department Fiscal Year 2025 budgets. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-15.PDF**

## 16. PIGGYBACK BID ACCEPTANCE AND CONTRACT APPROVAL FOR MICROSURFACING SERVICES – VSS INTERNATIONAL

Council may wish to approve piggybacking of the City of Pocatello 2024 contract for Type III Fiberized Microsurfacing Services via VSS International for the 2025 pavement maintenance season in the approximated amount of $743,450.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the materials has been budgeted in the Street Department Fiscal Year 2025 budget. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-16.PDF**

## 17. PIGGYBACK BID ACCEPTANCE AND PURCHASE OF SANITATION DEPARTMENT VEHICLE – MOUNTAIN HOME AUTO RANCH

Council may wish to approve piggybacking of the City of Boise Co-op contract via Mountain Home Auto Ranch for the purchase of one (1) 2025 Chevrolet Tahoe in the amount of $59,520.50 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the purchase has been budgeted in the Sanitation Department Fiscal Year 2025 budget. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-17.PDF**

## 18. ITEMS FROM THE AUDIENCE

This time as been set aside to hear items from the audience 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.)

## 19. ADJOURN

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**PUBLIC HEARING PROCEDURE**

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

Note: Remember, applicant bears the responsibility for making his/her case. This is also the time for Council members to ask their questions of the applicant.

4. Presentation by staff.
5. Written correspondence submitted for the record.
6. Testimony by those supporting the application.
7. Testimony by those uncommitted on the application.
8. Testimony by opponents to the application.
9. Rebuttal by the applicant.
10. Mayor closes the hearing and initiates motion/deliberations.

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

CITY OF POCATELLO

**CITY OF POCATELLO, IDAHO**
**CITY COUNCIL**
**CLARIFICATION MEETING**
**APRIL 3, 2025**

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**AGENDA ITEM NO. 1: NO QUORUM PRESENT**

Mayor Brian Blad and the following City Council members were present for the City Council Clarification meeting at 5:33 p.m. in the Council Chambers: Linda Leeuwrik, Brent Nichols, and Hayden Paulsen. Council members Rick Cheatum, Corey Mangum, and Josh Mansfield were absent. Therefore, a quorum of the Council was not present. No business was conducted.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

**CITY OF POCATELLO, IDAHO**
**CITY COUNCIL**
**REGULAR CITY COUNCIL MEETING**
**APRIL 3, 2025**

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

The Regular City Council meeting was called to order at 6:02 p.m. by Mayor Brian Blad. Council members present were Linda Leeuwrik, Corey Mangum, Brent Nichols, and Hayden Paulsen. Council members Rick Cheatum arrived at 6:20 p.m. via GoTo meeting, an online platform. Josh Mansfield was excused.

Mayor Blad led the audience in the pledge of allegiance.

## AGENDA ITEM NO. 2: INVOCATION

The invocation was offered by Bishop Kevin Rogers, representing The Church of Jesus Christ of Latter-day Saints.

## AGENDA ITEM NO. 3: CONSENT AGENDA

Council was asked to consider the following business items:

**(a) MINUTES**
Waive the oral reading of the minutes and approve the minutes from the following meetings: Clarification and Regular City Council meetings of March 6, 2025; and Special City Council meeting of March 20, 2025.

**(b) MATERIAL CLAIMS**
Approve the Material Claims for the period of March 16 - 31, 2025 in the amount of $1,500,117.23.

**(c) TREASURER'S REPORT**
Approve the Treasurer's Report for February 2025 showing cash and investments as of February 28, 2025 in the amount of $110,406,014.98.

**(d) HISTORIC PRESERVATION COMMISSION APOINTMENT**
Confirm the Mayor's appointment of Brittani Hobson to serve as a member of the Historic Preservation Commission, replacing Kaitlin Blincoe. Brittani's term will begin April 4, 2025 and expire September 5, 2027.

**(e) POCATELLO DEVELOPMENT AUTHORITY APPOINTMENT**
Confirm the Mayor's appointment of Scott Turner to serve as a member of the Pocatello Development Authority, replacing Jim Johnston. Scott's term will begin April 4, 2025 and expire May 1, 2029.

**(f) DECLARATION OF SURPLUS PROPERTY – 2025 CITY AUCTION**
Declare items identified as surplus property to be sold at the City's Annual Auction on May 10, 2025 and dispose as noted. City departments submitted lists of items that they considered surplus, which were reviewed by other departments. The items to be considered surplus are not needed by any other departments within the City.

Mayor Blad clarified that a bus listed in Agenda Item No. 3(f) as surplus property was removed from the list, as the insurance company deemed the vehicle as totaled and it is now owned by the insurance company.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve the items on the Consent Agenda as amended. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Mangum, and Nichols.

**AGENDA ITEM NO. 4: PROCLAMATIONS**

Mr. Paulsen, on behalf of Mayor Blad, proclaimed April 5-11, 2025 to be Week of the Young Child and encouraged all citizens to work to support and invest in early childhood in Pocatello.

Leah Hollo, representing the Child Care Advisory Board, accepted the proclamation and thanked the Mayor and Council for supporting children in our community.

Mr. Mangum, on behalf of Mayor Blad, proclaimed the month of April 2024 to be Healthy Homes Month in Pocatello and encouraged all citizens to observe this month by working together to raise awareness about the importance of maintaining safe, healthy housing for all.

Christine Howe, Grants Manager, accepted the proclamation, thanked the Mayor and Council for the recognition, and encouraged low-income Pocatello residents to apply for the Lead Safe and Healthy Homes Grant through the Planning Department.

Mr. Nichols, on behalf of Mayor Blad, proclaimed the month of April 2024 to be Fair Housing Month in Pocatello and encouraged citizens and businesses to increase their awareness of the Fair Housing Act, as amended, so that all citizens can receive equal opportunities for housing in our community.

Christine Howe, Grants Manager, accepted the proclamation, thanked the Mayor and Council for the recognition, and shared that the City will co-host a Fair Housing training on May 8 in cooperation with the City of Idaho Falls and Idaho Legal Aid. She encouraged housing professionals to attend and noted the City's outreach efforts to educate residents on housing rights.

**AGENDA ITEM NO. 5: CALENDAR REVIEW**

Mayor Blad reminded Council members of the following meetings: April 10th City Council Work Session at 9:00 a.m.; April 15th Special City Council Town Hall meeting with the topic of community summertime activities from 6:00 -7:00 p.m.; April 17th Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.

Mayor Blad announced the annual Spring Clean Up at City cemeteries is underway. Crews will remove and discard all flowers and decorations. Citizens are asked to remove decorations, etc. they have placed on a cemetery space if they wish to avoid disposal of the item by staff. Clean up is expected to continue through the end of April; Compost Happens Program will run April 1 through the last full week of November. Yard waste carts will be picked up the same day as the regular collection day; Starting April 5, Zoo

Idaho will open weekends only. Beginning May 3, the Zoo will be open every day; Mayor's Youth Advisory Council (MYAC) will be hosting an "Essential Needs Drive" on April 19 from 10 a.m. – 2 p.m. at the Police Department Substation, 800 Yellowstone Avenue (near Fred Meyer). Personal products donations will be donated to area agencies; April 19 at 10:30 a.m. is the 28th Annual "Run with the Big Dogs" at Lower Ross Park. Register online or at the Animal Shelter; April 25 is the City's annual hiring fair from 2:00 p.m. to 7:00 p.m. at the Public Works Annex, 2405 Garrett Way; April 26 is the Portneuf Valley Environmental Fair to be held at Lookout Point from 11:00 a.m. to 3:00 p.m. Citizens using any PRT fixed route or special service during the Environmental Fair hours may ride to and from Lookout Point for free; April 26 is Medication Take-back Day to coincide with the Environmental Fair. Law enforcement personnel will be on-hand to "take-back" and safely dispose of unwanted medications to keep them out of the water supply.

Mr. Mangum announced an Easter egg hunt on April 19th at Alameda Park sponsored by the Elks Lodge.

Council member Rick Cheatum arrived at the meeting at 6:20 p.m. via GoTo meeting, an online platform.

**AGENDA ITEM NO. 6: SOLICITOR LICENSE DENIAL APPEAL**

Rex Price was present to appeal the denial of his solicitor license, which was denied by the Pocatello Police Department.

Mr. Price explained that his solicitor's license was denied due to a past violent charge, which he clarified resulted from a mental health crisis when he was off his medication. He emphasized that he is now stable, on medication, attending a support group, and living in assisted housing. He requested reconsideration of his application to help him get back on his feet, sharing with Council artwork samples and a counselor's recommendation.

Mallarie Bascom, Licensing Officer, explained that Mr. Price's solicitor's license application was denied based on City code, due to his 2025 conviction for battery and assault on nurses and a law enforcement officer during a 2023 incident. She acknowledged his honesty, professionalism, and proactive approach throughout the application process, including disclosing the conviction and providing a supportive letter from his counselor.

In response to questions from Council, Ms. Bascom clarified that the conviction was entered in January 2025, though the incident occurred in December 2023. She explained that a solicitor's license is required for door-to-door sales in Pocatello, including selling art. She confirmed that, according to City Code, any violent conviction within the preceding five (5) years disqualifies an applicant and clarified that the five-year period is counted from the date the conviction was entered, not when the incident occurred.

Mr. Price explained that delays in his court proceedings were due to needing time to be deemed competent to stand trial. He emphasized that the incident occurred because he was off his medication, which led to severe paranoia and the belief that he was in danger, prompting him to try to escape the mental hospital. In response to questions from Council, Mr. Price stated this was a one-time offense.

A motion was made by Mr. Mangum, seconded by Mr. Nichols, to overturn the decision of the Pocatello Police Department staff and approve the Solicitor License for Mr. Price. Upon roll call, those voting in favor were Mangum and Nichols. Those voting in opposition were Cheatum, Leeuwrik, and Paulsen. The motion failed.

**AGENDA ITEM NO. 7: PUBLIC HEARING – EXCHANGE OF REAL PROPERTY – 0.113 ACRES LOCATED BEHIND 2672 HARTFORD DRIVE**

This time was set aside for the Council to hear comments from the public regarding a request by Patrick "Pat" Pape, represented by Creek Hollow & Associates, Inc. (mailing address: 611 Wilson Avenue, Suite 1A, Pocatello, ID 83201) for the exchange of real property located behind 2672 Hartford Drive. The 0.113 acre parcel of City-owned property was declared underutilized and as surplus property at the March 6, 2025 Regular City Council meeting. Council was asked to approve the land exchange pursuant to Idaho Code §50-1403(2) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

Mayor Blad opened the public hearing.

Council members announced there had been no ex parte communication.

Chris Addams, Creek Hollow & Associates, Inc., explained the proposal to exchange two parcels of land. He stated that due to a lot line adjustment, Lot 28, became unbuildable and, would be deeded to the City of Pocatello for potential use as a park or pathway connection. In return, the City would exchange a portion of land behind Lot 35. This exchange could also address encroachment issues on Lot 28.

Merril Quayle, Public Works Engineer, stated that the property is adjacent to another city-owned parcel and that staff supports the proposed land exchange. He believes it serves the public's best interest. He added that all public notice requirements were met. He stated no written comments had been received. In response to questions from Council, Mr. Quayle confirmed this exchange may improve access to the area and allow for a potential small trailhead parking area.

Mayor Blad announced no written comments had been received.

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

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve a request by Patrick "Pat" Pape, represented by Creek Hollow & Associates, Inc. for the exchange of real property located behind 2672 Hartford Drive and approve the land exchange pursuant to Idaho Code §50-1403(2) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, and Nichols.

**AGENDA ITEM NO. 8: PUBLIC HEARING – EXCHANGE OF REAL PROPERTY – 0.35 ACRES LOCATED SOUTH OF 3920 SOUTH 2ND AVENUE**

This time was set aside for the Council to hear comments from the public regarding an exchange of real property located on South 2nd Avenue, south of 3920 South 2nd Avenue. The subject 0.35-acre parcel was declared underutilized and as surplus property at the March 6, 2025 Regular City Council meeting. Council was asked to approve the land exchange pursuant to Idaho Code §50-1403(2) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

Mayor Blad opened the public hearing.

Council members announced there had been no ex parte communication.

Matthew Lewis, Senior Planner, explained that the City is proposing a land exchange involving a 0.35-acre surplus parcel located south of 3920 South 2nd Avenue. The idea originated in 2012 but was delayed due to an encumbrance on the Ratliff property. He stated that the issue is resolved. The City would give 0.35 acres to Gary Ratliff and receive 0.63 acres from him in return, which includes a footpath and climbing features near the climbing cliff at Ross Park. Mr. Lewis explained the survey work is complete. He added that all public notice requirements were met. He stated no written comments had been received. In response to questions from Council, Mr. Lewis confirmed that if the land exchange proceeds, the Sunnyside climbing routes and the access trail would become City property.

Mayor Blad announced no written comments had been received.

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

A motion was made by Mr. Nichols, seconded by Ms. Leeuwrik, to approve a request to exchange real property located on South 2nd Avenue, south of 3920 South 2nd Avenue and that the subject 0.35-acre parcel was declared underutilized and as surplus property at the March 6, 2025 Regular City Council meeting and approve the land exchange pursuant to Idaho Code §50-1403(2) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Leeuwrik, Cheatum, Mangum, and Paulsen.

**AGENDA ITEM NO. 9: SUSPENSION OF CHILDCARE LICENSING FEES – POLICE DEPARTMENT**

Council was asked to allow the Pocatello Police Department to immediately suspend Childcare Licensing Fees as stipulated in Pocatello Municipal Code 5.28.090 and set in Resolution 2024-30 Exhibit "I" until the final disposition of House Bill 243a in the Idaho Legislature is known.

Mayor Blad noted that, based on the Idaho Legislature's actions, the State recommended the City suspend collection of child licensing fees. He stated that Idaho Health and Welfare will honor current City child care licenses without charging an additional fee, ensuring a seamless transition for childcare providers.

Mr. Cheatum expressed concern about the gap between the time the City ends child care licensing and the July 1st date for State of Idaho oversight. He stated he was reassured by the Director of the Department of Health and Welfare that all agencies should remain licensed and operational during the transition.

A motion was made by Ms. Leeuwrik, seconded by Mr. Cheatum, to allow the Pocatello Police Department to immediately suspend Childcare Licensing Fees as stipulated in Pocatello Municipal Code 5.28.090 and set in Resolution 2024-30 Exhibit "I" until the final disposition of House Bill 243a in the Idaho Legislature is known. Upon roll call, those voting in favor were Leeuwrik, Cheatum, Mangum, and Nichols. Paulsen voted in opposition. The motion passed.

**AGENDA ITEM NO. 10: ISU OUTDOOR ADVENTURE CENTER USE AGREEMENT FOR CITY CREEK, ROSS PARK AND NORDIC CENTER – PARKS AND RECREATION DEPARTMENT**

Council was asked to approve a use agreement with ISU Outdoor Adventure Center for the use of portions of City Creek Management Area, Ross Park climbing areas and Mink Creek Nordic Center to conduct outdoor programs and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Nichols, seconded by Ms. Leeuwrik, to approve a use agreement with ISU Outdoor Adventure Center for the use of portions of City Creek Management Area, Ross Park climbing areas and Mink Creek Nordic Center to conduct outdoor programs and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Leeuwrik, Cheatum, Mangum, and Paulsen.

**AGENDA ITEM NO. 11: MASON HOLLADAY, SEI VOLLEYBALL, LLC USE AGREEMENT – PARKS AND RECREATION DEPARTMENT**

Council was asked to approve a use agreement with SEI Volleyball, LLC for use of a portion of the greenspace at Hawthorne Park to conduct adult volleyball tournaments and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve a use agreement with SEI Volleyball, LLC for use of a portion of the greenspace at Hawthorne Park to conduct adult volleyball tournaments and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, and Nichols.

**AGENDA ITEM NO. 12: INDIAN HILLS LIFT STATION FORCE MAIN – SOUTH VALLEY BRIDGE CASINGS PROJECT - CONSOR**

Council was asked to accept the recommendation of staff and approve Task Order #5 to the Wastewater Collections On-Call Engineering Services Agreement with Consor for design and construction engineering services for the South Valley Bridge Casings project

in the amount of $199,928.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. This project will be funded by the EPA Community Change grant and includes Phase 1 of the Indian Hills Lift Station pressure line replacement project. The project will include two (2) steel casings on the South Valley Bridge for one (1) water and one (1) wastewater crossing of the Portneuf River and Union Pacific Railroad.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve Task Order #5 to the Wastewater Collections On-Call Engineering Services Agreement with Consor for design and construction engineering services for the South Valley Bridge Casings project in the amount of $199,928.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, and Nichols.

**AGENDA ITEM NO. 13: BID ACCEPTANCE AND CONTRACT FOR MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY PROJECT**

Council was asked to approve the following requests regarding the Monte Vista to Pocatello Creek Road Pathway Project:

**(a) BID ACCEPTANCE - RS JOBBER**
Accept the low responsive bid received on March 5, 2025, from RS Jobber, Inc. in the amount of $1,466,663.00, and if accepted

**(b) CONTRACT – RS JOBBER**
Authorize an agreement between the City of Pocatello and RS Jobber, Inc. in the amount of $1,466,663.00 for the Monte Vista to Pocatello Creek Road Pathway project and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

The City was awarded a TAP grant for the project and the match requirement for the grant is 7.34%, which will be funded by local non-profit organizations Portneuf Health Trust and Portneuf Greenway Foundation.

In response to questions from Council, Mariela Mejia, Project Manager,
Gave a description of the pathway's location. She confirmed the project is fully funded through grants. The required 7.34% match amount would be funded by the Portneuf Health Trust and the Greenway Foundation.

A motion was made by Mr. Nichols, seconded by Ms. Leeuwrik, to approve items as outlined in Agenda Item No. 13(a) and 13(b). Upon roll call, those voting in favor were Nichols, Leeuwrik, Cheatum, Mangum, and Paulsen.

**AGENDA ITEM NO. 14: MEMORANDUM OF UNDERSTANDING – THE RIDGE @ HIGH TERRACE, LLC**

Council was asked to approve a Memorandum of Understanding (MOU) between the City of Pocatello and The Ridge @ High Terrace, LLC outlining both parties' obligations and responsibilities regarding nonconforming easement language in relation to water fees

associated with certain real property and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

Mayor Blad recognized and thanked Bill Isley for his role in facilitating the agreement and helping both parties feel satisfied with the outcome.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve a Memorandum of Understanding (MOU) between the City of Pocatello and The Ridge @ High Terrace, LLC outlining both parties' obligations and responsibilities regarding nonconforming easement language in relation to water fees associated with certain real property and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Cheatum, Mangum, and Nichols.

**AGENDA ITEM NO. 15: CONTRACT AWARD AND PROFESSIONAL SERVICES AGREEMENT FOR SOUTH 5TH COMPLETE STREETS AND SEWER PROJECT – KELLER ASSOCIATES, INC.**

Council was asked to award a contract and approve a Professional Services Agreement between the City of Pocatello and Keller Associates, Inc. for the South 5th Avenue Complete Streets and Sewer Project including design and Construction Engineering and Inspections and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the project has been awarded through the US Environmental Protection Agency (EPA) Community Change Grant for the South 5th Complete Streets and Sewer Project.

A motion was made by Mr. Paulsen, seconded by Mr. Mangum, to award a contract and approve a Professional Services Agreement between the City of Pocatello and Keller Associates, Inc. for the South 5th Avenue Complete Streets and Sewer Project including design and Construction Engineering and Inspections and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Paulsen, Mangum, Cheatum, Leeuwrik, and Nichols.

**AGENDA ITEM NO. 16: ITEMS FROM THE AUDIENCE**

There were no individuals signed up to speak at this time.

**AGENDA ITEM NO. 17: ADJOURN**

There being no further business, Mayor Blad adjourned the meeting at 6:56 p.m.

APPROVED BY:

_____

BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

**CITY COUNCIL DECISION**
**FINAL PLAT APPROVAL**
**ASPEN GROVE SUBDIVISION**

Gate City Builders, LLC as Developer and Owner and represented by Sunrise Engineering Inc., submitted a request to subdivide approximately 5.56 acres of land located at 2806 South 5th Avenue, more particularly described on the attached Exhibit "A", into nine (9) lots which are located within a Residential Commercial Professional (RCP) zoning district.

This matter came before City Council at its regularly scheduled meeting on March 6, 2025, whereat the City Council approved the plat for the Western Skies Division 4 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 Merril Quayle, P.E. dated April 7, 2025, attached hereto and incorporated herein, as Exhibit "B" shall be met.

2. All conditions set out in the Executive Summary dated April 17, 2025, attached hereto and incorporated herein, as Exhibit "C" shall be met.

3. All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision 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 ____ day of May, 2025.

Approved as to form and content

_____
JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO )
ss:
County of Bannock )

On this _____ day of May, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

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

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, BEING MONUMENTED BY A 3/4 INCH IRON PIN AS DESCRIBED IN CORNER PERPETUATION & FILING INST.NO. 21405652 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 40°24'23" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF COWBOY MOBILE HOME (RECORD INST. NO. 761931), A DISTANCE OF 80.44 FEET TO THE POINT OF BEGINNING.;

THENCE SOUTH 40°24'23" EAST, CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY OF COWBOY MOBILE HOME, A DISTANCE OF 399.94 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF RESTLAWN MEMORIAL GARDENS-2ND ADDITION (RECORD INST. NO. 351202);

THENCE SOUTH 50°18'49" WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, A DISTANCE OF 597.64 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOUTH 5TH AVENUE;

THENCE NORTH 39°44'51" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF SOUTH 5TH AVENUE, A DISTANCE OF 399.28 FEET TO THE SOUTH CORNER OF A PARCEL OF LAND DESCRIBED UNDER WARRANTY DEED INST. NO. 22011212;

THENCE NORTH 50°15'09" EAST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 593.04 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5.46 ACRES, MORE OR LESS.

CITY OF
POCATELLO

**Engineering**

911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

# Memorandum

**To:** Matthew Lewis, Senior Planner

**From:** Merril Quayle PE, Public Works Development Engineer

Jacob Murphy, Senior Engineering Technician

**Date:** 04/07/2025

**Re:** Aspen Grove Subdivision – City Council Final Plat (04/17/2025)

Application #FP25-0003

The Public Works Departments have reviewed the final plat/construction drawings application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

---

## 1. Plat

- **A.** After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- **B.** Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- **C.** Subdivision plat shall conform to all state and local laws and ordinances.
- **D.** Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- **E.** The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello…
- **F.** If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- **G.** Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- **H.** Signed copy of the Permanent Operations and Maintenance (O&M) agreement for stormwater, if stormwater system is to be private. This document will be recorded.
- **I.** The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions. The plat shall be black opaque ink, no gray scale or color.

**J.** Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

**K.** Add note, Easements not depicted: There is an easement for refuse pickup that is within the parking area. Also add this paragraph to the owner's certificate. "The undersigned owner(s) of real property located within the Aspen Grove Subdivision Plat, hereby grant permission to the City of Pocatello Sanitation Department to drive City vehicles onto the asphalt/concrete and any other private property in order to provide garbage service at the above location including vehicles needed to perform clean-up maintenance on such private property. Owner(s) release and hold harmless the City of Pocatello, a municipal corporation of Idaho, and its employees from any liability and will accept full responsibility for damages to the driving surface area, Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.

## 2. Construction Plans/Infrastructure

**A.** Development Conditions

1. Gate valve required on main line at tap for isolation and testing.
2. Master meter and backflow assembly required for development. Billing will be one account for HOA.
3. ITD permit shall be required for work in South 5th right-of-way.
4. Each fire line will require an isolation valve in the parking lot, and each service will require a curb stop.
5. Add fire hydrant to accommodate 300' hydrant spacing requirement.
6. This memo addresses the site improvements for the subdivision only. Building and site plans will be reviewed at time of application for a building permit.

**B.** General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application. An individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior

to any work to the site). Submittal shall meet the requirements of the federal construction general permit.

5. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures for maintenance.

6. Pond side slopes and embankments shall be designed and constructed per Section 6.4.6 SETBACKS, SLOPES, EMBANKMENTS & SPILLWAYS of the Portneuf Valley Stormwater Design Manual, embankments 4 feet in height or more shall be constructed as recommended by a Geotechnical Engineer.

8. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.

9. Record Drawings shall be submitted on Arch D (24" x 36").

10. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.

11. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.

13. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.

**POCATELLO CITY COUNCIL**
**FINAL PLAT: ASPEN PLACE**
**EXECUTIVE SUMMARY**

**REQUEST:**
David Assan of Sunrise Engineering on behalf of Gate City Builders, has submitted an application for a Final Plat to be known as Aspen Grove Subdivision. The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less) with a total of nine (9) lots. The subject property is zoned Residential-Commercial-Professional (RCP). The request is to allow for the platting of eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking.

**RECOMMENDATION:**
In consideration of the Preliminary Plat Application, and City staff review, the Planning & Zoning Commission recommended **approval** of said application after a public hearing was held on January 8, 2025 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code.

Staff finds that the Final Plat is substantial conformance with the Preliminary Plat thus recommends that the City Council approve the application with conditions as outlined in Planning & Zoning Commissions Findings of Fact and Public Works Memorandum

**ATTACHMENTS:**

a. Planning & Zoning Commission Findings of Fact
b. Public Works Memorandum dated April 7, 2025
c. Planning & Zoning Commission Staff Report Packet

Agenda Item #6

**EXECUTIVE SUMMARY**
**ANNEXATION & ZONING APPLICATION**
**POCATELLO CITY COUNCIL**
**HEARING: MAY 1, 2025**

**FILE: ANEX25-0003**

**REQUEST:**

Bill Isley, represented by Sunrise Engineering, has submitted an Annexation and Zoning Application to expand the corporate boundary of the City to properties identified as parcels RPR3851011410, RPR3851011411, and RPR3851011506. The application requests a zoning map designation of Residential Low Density (RL).

**RECOMMENDATION:**

In consideration of the application and City staff review, the Planning and Zoning Commission recommended **approval** of the annexation after a public hearing was held on April 9, 2025, finding the application **does** meet the standards for approval under sections 17.02.110, 17.02.120, and 17.02.170 of Pocatello City Code.

**ATTACHMENTS:**

A. Planning and Zoning Commission Findings of Fact
B. Planning & Zoning Commission Staff Report Packet

**FINDINGS OF FACT & DECISION**
**CITY OF POCATELLO**
**PLANNING & ZONING COMMISSION**
**HEARING APRIL 9, 2025**

| | |
|---|---|
| **APPLICANT:** | Bill Isley, represented by Rob Heuseveldt, Sunrise Engineering |
| **SUVEYOR/ENGINEER:** | Sunrise Engineering |
| **REQUEST:** | Annexation and Zoning The Ridges at High Terrace Division 1-3 |
| **GENERAL LOCATION:** | North of E. Center and Southeast of Vista Drive, including parcels RPR3851011410, RPR3851011411, and RPR3851011506 |
| **FILE:** | ANEX25-0003 |
| **STAFF:** | Becky Babb, Planning Manager |

I. **GENERAL BACKGROUND:** Bill Isley, represented by Sunrise Engineering, has submitted an Annexation and Zoning Application to expand the corporate boundary of the City to properties identified as parcels RPR3851011410, RPR3851011411, and RPR3851011506. The application requests a zoning map designation of Residential Low Density (RL).

II. **PUBLIC HEARING:** A public hearing was held before the Planning & Zoning Commission on the evening of April 9, 2025. The applicant provided a summary of the proposed annexation and zoning request. Staff provided a brief presentation and recommendation regarding the application. There were no comments from the public provided.

III. **NOTIFICATION:** Notice was published in the Idaho State Journal and a sign was posted on the subject property on March 25, 2025. All property owners within three hundred feet (300') of the external boundaries of the land being considered have been provided notice of the public hearing in order that they may provide comment on the proposed zone map amendment. No written comments were received from the public.

IV. **CRITERIA FOR REVIEW:** The Planning and Zoning Commission and City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the table below:

Table 1. Annexation and Zoning Review Criteria Analysis

| **REVIEW CRITERIA (17.02.170.E):** | | | | |
|---|---|---|---|---|
| **Compliant** | | | **City Code and P&Z Findings** | |
| **Yes** | **No** | **N/A** | **Code Section** | **Analysis** |
| ☒ | ☐ | ☐ | **Idaho Code 50-222** | **Annexation by Cities** |
| | | | ***Finding*** | The applicant's proposal is in statutory compliance with Idaho State Code Section 50-222 (5.a) Annexation with consent. In the case of a prospective annexation where all landowners of the subject property have requested annexation or where consent has been given by the |

| | | | | |
|---|---|---|---|---|
| | | | | landowner or landowners of a contiguous parcel or parcels or where implied consent has been given. |
| ☒ | ☐ | ☐ | **17.02.170.E1** | **How the requested zoning at the location in question would be in the community's best interest.** |
| | | | ***Finding*** | 82 acres (more or less) of the subject land is proposed to be zoned Residential Low Density (RL) in accordance with the City's Future Land Use Map designation of Residential (R). |
| ☒ | ☐ | ☐ | **17.02.170.E2** | **How the list of uses permitted by the zoning ordinance would blend with surrounding land uses.** |
| | | | ***Finding*** | The uses proposed respond to current development that exists throughout the subject land in general. Current uses include a mix of residential uses. The proposed development includes networked trails, in accordance with existing recreational use. |
| ☒ | ☐ | ☐ | **17.02.170.E3** | **If the subject site is physically suitable for the type and intensity of land uses permitted under the proposed zoning district.** |
| | | | ***Finding*** | The subject properties are suitable for the type and intensity of land uses permitted within the RL zoning districts. |
| ☒ | ☐ | ☐ | **17.02.170.E4** | **If the uses permitted in the proposed zoning district would be adequately served by public facilities and services such as thoroughfares, police and fire protection, drainage, refuse disposal, water, sewer, and schools, to ensure the public health, safety and general welfare.** |
| | | | ***Finding*** | The proposed Preliminary Plat for The Ridges at High Terrace will extend Center Street to its completion. Three proposed roads (unnamed) will be constructed throughout the phases. The road will be built to city standards including curb, gutter, and sidewalk for adjacent platted lots. See the Public Works Memorandum for further comments/conditions regarding proposed streets/ROW improvements (Attachment A of the Preliminary Plat Ridges at High Terrace Staff Report). |
| ☒ | ☐ | ☐ | **17.02.170.E5** | **If the uses permitted in the zoning district would be compatible in terms of their scale, mass, coverage, density, and intensity with adjacent land uses.** |
| | | | ***Finding*** | The subject properties are undeveloped. The proposed uses in the Residential Low Density zoning district would be compatible with existing development within and surrounding the subject property. |
| ☒ | ☐ | ☐ | **17.02.170.E6** | **Whether the proposed zoning designation is consistent with the Future Land Use Map designation.** |
| | | | ***Finding*** | The adopted Future Land Use Map designation for the subject property is Residential (R), which is consistent with the proposed zone. |

V. **PLANNING & ZONING COMMISSION RECOMMENDATION:** In consideration of the application, the Planning & Zoning Commission recommends **approval** of the Annexation and Zoning Application from Bill Isley to expand the corporate boundary of the City to properties identified as parcels RPR3851011410, RPR3851011411, and RPR3851011506, with a zoning map designation of Residential Low Density (RL), finding the application meets the standards for approval under **Idaho Code 50-222** and Section 17.02.170 E. Criteria for Review of Pocatello City Code.

Richard Phillips, Chair
Planning & Zoning Commission
Authorized to sign 4/9/2025

STATE OF IDAHO )
ss:
County of Bannock )

On this 11th day of April, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Planning & Zoning Commission Chairman Richard Phillips, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that he executed the same.

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

ACELINE MCCULLA
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION # 20210088
MY COMMISSION EXPIRES 01/22/2027

Aceline McCulla
Notary Public for Idaho
Residing in Pocatello, Idaho

**PLANNING & ZONING COMMISSION**
**HEARING: APRIL 9, 2025**
**STAFF REPORT**

**FILE: ANEX25-0003**

| | |
|---|---|
| **APPLICANT:** | David Assan, Sunrise Engineering |
| **OWNER:** | Billy B Isley |
| **REQUEST:** | Preliminary Plat The Ridges at High Terrace Division 1-3 |
| **LEGAL DESCRIPTION:** | RPR3851011410, RPR3851011411, and RPR3851011506 |
| **GENERAL LOCATION:** | Northeast of East Center Street |
| **STAFF:** | Becky Babb, Planning Manager |

**SUMMARY & CONDITIONS:**
The corporate boundary of the City may be expanded whenever the City Council deems it to be for the public convenience, or necessity, or for the general welfare. Annexations shall be conducted in accordance with Idaho State Code Title 50, Chapter 2 and City Code section 17.02.110. As land is annexed, it shall be given a zoning district designation based on designations as identified on the City's Future Land Use Map and the provisions of City Code section 17.01.130. A full analysis of the standards for annexation are detailed within the staff report in pages 2-3. In consideration of the application, staff concludes that the proposed annexation and zoning request is **compliant** with Pocatello City Code section 17.02.110.

**OPTIONAL MOTIONS:**
**1. Approval of the Application**: "Move to recommend **approval** of the Annexation and Zoning application from Bill B Isley to annex and zone property located northwest of Center Street, finding the application meets the standards for approval under section 17.02.110 of Pocatello City Code, [insert any conditions of approval], and to authorize the Chair to sign the findings of fact."

**2. Denial of the Application**: "Move to recommend **denial** of the Annexation and Zoning application from Bill B Isley to annex and zone property located property located northwest of Center Street, finding the application does not meet the standards for approval under section 17.02.110 of Pocatello City Code, [insert any conditions of approval], and to authorize the Chair to sign the findings of fact."

**GENERAL BACKGROUND:**
**Request:** Bill Isley, represented by Sunrise Engineering, has submitted an Annexation and Zoning Application to expand the corporate boundary of the City to properties identified as parcels RPR3851011410, RPR3851011411, and RPR3851011506. The application requests a zoning map designation of Residential Low Density (RL).

**Physical Characteristics of the Site:** The site is unaddressed. It consists of three (3) parcels totaling 81.78 acres, more or less. The property is currently undeveloped.

**Notification:** Notice was posted on the subject property and published in the Idaho State Journal on March 24, 2025. All property owners within three hundred feet (300') of the external boundaries of the subject property have been provided notice of the public hearing in order that they may provide comment on the proposed zoning map amendment. No written comments were received from the public prior to the publishing of this staff report.

**Planning & Zoning Commission Action:** After notice, the Planning and Zoning Commission shall hold a hearing to consider the request and render a recommendation. The commission shall submit findings of fact and recommendation to the City Council within forty-five (45) days following closure of the public hearing.

**ATTACHMENTS:**

A. Application Documents
B. Future Land Use Map Designation
C. Public Works Memorandum

**CRITERIA FOR REVIEW:** The Planning and Zoning Commission and City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the table below:

Table 1. Annexation Review Criteria Analysis

| REVIEW CRITERIA (17.02.170.E): | | | | |
|---|---|---|---|---|
| Compliant | | | Code and Staff Review | |
| Yes | No | N/A | Code Section | Analysis |
| ☒ | ☐ | ☐ | **Idaho Code 50-222** | **Annexation by Cities** |
| | | | ***Staff Review*** | The annexation request is in statutory compliance with Idaho State Code Section 50-222 (5.a) Annexation with consent. In the case of a prospective annexation where all landowners of the subject property have requested annexation or where consent has been given by the landowner or landowners of a contiguous parcel or parcels or where implied consent has been given, the provisions of subsections (3) and (4) of this section shall not apply. Upon determining that a proposed annexation meets the requirements of this subsection, a city may initiate the planning and zoning procedures set forth in chapter 65, title 67, Idaho Code, to establish the comprehensive planning policies, where necessary, and zoning classification of the lands to be annexed. |
| ☒ | ☐ | ☐ | **17.02.170.E1** | **How the requested zoning at the location in question would be in the community's best interest.** |

| | | | | |
|---|---|---|---|---|
| | | | ***Staff Review*** | 82 acres (more or less) of the subject land is proposed to be zoned Residential Low Density (RL) in accordance with the City's Future Land Use Map designation of Residential (R). |
| | | | ***Applicant Response*** | The proposed project is requesting a Residential Low-Density (RL) designation to match the adjacent land uses. This zoning would allow for residential housing type that is in demand and would provide opportunities for families to live in the community. |
| ☒ | ☐ | ☐ | **17.02.170.E2** | **How the list of uses permitted by the zoning ordinance would blend with surrounding land uses.** |
| | | | ***Staff Review*** | The proposed zoning responds to current development that exists throughout the subject land in general. Current uses include a mix of residential uses. The proposed development includes networked trails, in accordance with existing recreational use. |
| | | | ***Applicant Response*** | The proposed project will be developed as a residential subdivision to complement existing subdivisions adjacent to the site. The proposed sites are identified as RPR3851011411, RPR3851011410, and RPRPCPP149603. |
| ☒ | ☐ | ☐ | **17.02.170.E3** | **If the subject site is physically suitable for the type and intensity of land uses permitted under the proposed zoning district.** |
| | | | ***Staff Review*** | The subject properties are suitable for the type and intensity of land uses permitted within the RL zoning districts. |
| | | | ***Applicant Response*** | There are adjacent subdivisions abutting the property. The site will be developed to match the existing use. Similar geographic features exist on the adjacent sites which have proven to be suitable for this type of development. |
| ☒ | ☐ | ☐ | **17.02.170.E4** | **If the uses permitted in the proposed zoning district would be adequately served by public facilities and services such as thoroughfares, police and fire protection, drainage, refuse disposal, water, sewer, and schools, to ensure the public health, safety and general welfare.** |
| | | | ***Staff Review*** | The proposed Preliminary Plat for The Ridges at High Terrace will extend Center Street to its completion. Three proposed roads (unnamed) will be constructed throughout the phases. The road will be built to city standards including curb, gutter, and sidewalk for adjacent platted lots. See the Public Works Memorandum for further comments/conditions regarding proposed streets/ROW improvements (Attachment A of the Preliminary Plat Ridges at High Terrace Staff Report). |
| | | | ***Applicant Response*** | There are existing road and utility installation adjacent to the property which would be connected within the development. The City of Pocatello already provides services all the adjacent subdivisions. The additional tax base and monthly fees for the new residential lots will help offset the additional demand on the public services. |

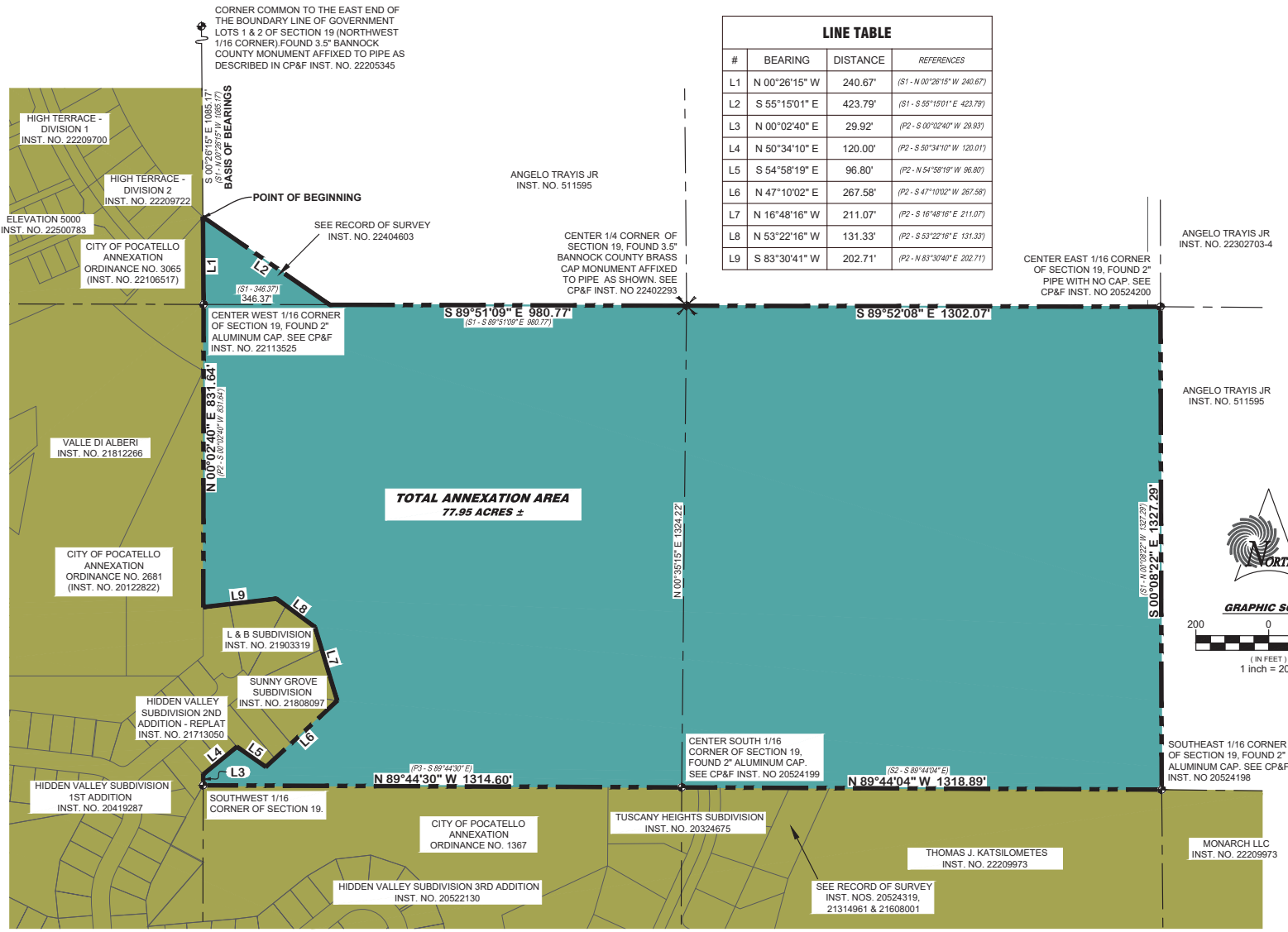
| | | | | |
|---|---|---|---|---|
| ☒ | ☐ | ☐ | **17.02.170.E5** | **If the uses permitted in the zoning district would be compatible in terms of their scale, mass, coverage, density, and intensity with adjacent land uses.** |
| | | | ***Staff Review*** | The subject properties are undeveloped. The proposed uses in the proposed zoning districts would be compatible to existing development within and surrounding the subject property. |
| | | | ***Applicant Response*** | The density of the proposed development is in line with the existing neighborhood. |
| ☒ | ☐ | ☐ | **17.02.170.E6** | **Whether the proposed zoning designation is consistent with the Future Land Use Map designation.** |
| | | | ***Staff Review*** | The requested zoning is consistent with the Future Land Use Map. |
| | | | ***Applicant Response*** | The proposed zoning of Residential Low-Density (RL) is in line with the City of Pocatello's Comprehensive Plan Future Land use Designation of Residential (R). The site will be designed with lot sizes and layouts what will blend with the adjacent properties. |

# ATTACHMENT A

ANNEXATION MAP FOR:

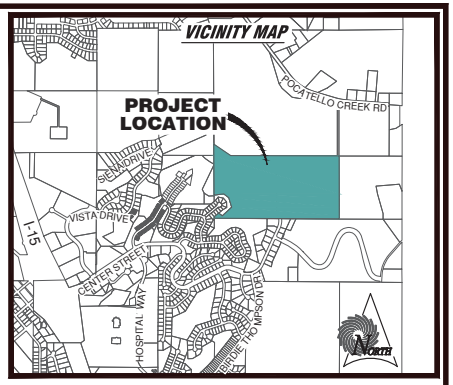
# THE RIDGE @ HIGH TERRACE

LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO




## LINE TABLE

| # | BEARING | DISTANCE | REFERENCES |
|---|---|---|---|
| L1 | N 00°26'15" W | 240.67' | (S1 - N 00°26'15" W 240.67') |
| L2 | S 55°15'01" E | 423.79' | (S1 - S 55°15'01" E 423.79') |
| L3 | N 00°02'40" E | 29.92' | (P2 - S 00°02'40" W 29.93') |
| L4 | N 50°34'10" E | 120.00' | (P2 - S 50°34'10" W 120.01') |
| L5 | S 54°58'19" E | 96.80' | (P2 - N 54°58'19" W 96.80') |
| L6 | N 47°10'02" E | 267.58' | (P2 - S 47°10'02" W 267.58') |
| L7 | N 16°48'16" W | 211.07' | (P2 - S 16°48'16" E 211.07') |
| L8 | N 53°22'16" W | 131.33' | (P2 - S 53°22'16" E 131.33') |
| L9 | S 83°30'41" W | 202.71' | (P2 - N 83°30'40" E 202.71') |




## LEGEND

- FOUND 1/4 CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- CURRENT CITY OF POCATELLO CITY LIMITS
- PROPOSED ANNEXATION AREA
- ANNEXATION BOUNDARY LINE
- SECTION LINES
- ADJACENT PROPERTY LINES

(S1) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 22404603

(S2) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 20524319

(S3) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21608001

(P1) RECORD INFORMATION PER SUBDIVISION PLAT INST. NO. 21812266

(P2) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 21808097, 21713050 & 21903319

(P3) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 20522130 & 20324675

NORTH

**GRAPHIC SCALE**

200 0 100 200

( IN FEET )

1 inch = 200'

## BASIS OF BEARING

THE WEST LINE OF SECTION 19 WAS ASSUMED TO BE SOUTH 00°26'15" EAST BETWEEN THE NORTHWEST 1/16 CORNER AND THE CENTER WEST 1/16 CORNER PER THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

ANNEXATION MAP FOR:

THE RIDGE @ HIGH TERRACE

LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

| REVISIONS | SURVEYED BY: MSB, RTS, MLM |
|---|---|
| 1. | OFFICE WORK BY: MSB, MLM |
| 2. | DATE: February 25, 2025 |
| DRAWING: P:\BBAD Investments, LLC\12419 - The Ridges @ High Terrace Subdivision\SURVEY\CAD\TR@HT ANNEX MAP.dwg | |
| SCALE: 1 INCH = 200 FEET | PROJECT NO: 12419 SHEET 1 OF 1 |

## AFFIDAVIT OF LEGAL INTEREST

I, Billy B Isley reside at 477 la valle Strada, in the City of Pocatello, in the State of ID, being first duly sworn upon Oath, depose and say: I am the owner of record of the property described as:

Inst # 224046 03, Parcels RPR385101141 1, RPR385101141 0 & RPRPCPP 149603

and I grant permission to: Sunrise Engineering, who resides at 600 East Oak, in the City of Pocatello, in the State of ID, to submit the following application(s) and represent the owner pertaining to the property (check all that apply):

- [X] Preliminary Plat
- [X] Final Plat
- [X] Short Plat
- [X] Planned Unit Development
- [X] Annexation
- [X] Variance
- [X] Conditional Use Permit
- [X] Zone Map Amendment
- [X] Comprehensive Plan Map Amendment
- [ ] Other: _____

I agree to indemnify, defend and hold the City of Pocatello and its employees harmless from any claims to liability resulting from any dispute as to the statements contained herein or as to the ownership of the property, which is the subject of the application.

Property owner signature: Billy B Isley

STATE OF Idaho )
ss
County of Bannock )

Dated this 11th day of February, 2025, the property owner Billy B Isley has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

Allyson Burnham
NOTARY PUBLIC FOR IDAHO
Residing at: Pocatello, Id
Commission Expires: 12/17/26

(seal)

ALLYSON BURNHAM
COMMISSION NO. 39096
NOTARY PUBLIC
STATE OF IDAHO
MY COMMISSION EXPIRES 12/17/26

Approved by Legal on 8.26.2024

SUNRISE ENGINEERING

**Pocatello Office**
600 East Oak Street, Pocatello, ID 83201 | **Tel:** 208.234.0110 | **Fax:** 208.234.0111

LEGAL DESCRIPTION
ANNEXATION FOR THE RIDGES @ HIGH TERRACE

A PORTION OF LAND LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST 1/16 CORNER OF SECTION 19, BEING MARKED BY A BANNOCK COUNTY BRASS CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 22205345;

THENCE SOUTH 00°26'15" EAST, ALONG THE WEST LINE OF SECTION 19 AND THE EAST BOUNDARY OF CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 3065, A DISTANCE OF 1085.17 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 55°15'01" EAST, LEAVING SAID WEST LINE OF SECTION 19 AND SAID EAST BOUNDARY OF CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 3065, A DISTANCE OF 423.79 FEET TO A POINT ON THE LATITUDINAL CENTERLINE OF SECTION 19;

THENCE SOUTH 89°51'09" EAST, ALONG SAID LATITUDINAL CENTERLINE OF SECTION 19, A DISTANCE OF 980.77 FEET TO THE CENTER 1/4 CORNER OF SECTION 19;

THENCE SOUTH 89°52'08" EAST, CONTINUING ALONG SAID LATITUDINAL CENTERLINE OF SECTION 19, A DISTANCE OF 1302.07 FEET TO THE CENTER EAST 1/16 CORNER OF SECTION 19;

THENCE SOUTH 00°08'22" EAST, LEAVING SAID LATITUDINAL CENTERLINE OF SECTION 19 AND FOLLOWING ALONG THE EAST 1/16 LINE OF SECTION 19, A DISTANCE OF 1327.29 FEET TO THE SOUTHEAST 1/16 CORNER OF SECTION 19, ALSO BEING A POINT ON THE NORTH BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 1367;

THENCE NORTH 89°44'04" WEST, LEAVING SAID EAST 1/16 LINE OF SECTION 19 AND FOLLOWING ALONG THE SOUTH 1/16 LINE OF SECTION 19 AND THE NORTH BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 1367, A DISTANCE OF 1318.89 FEET TO THE CENTER SOUTH 1/16 CORNER OF SECTION 19;

THENCE NORTH 89°44'30" WEST, CONTINUING ALONG SAID SOUTH 1/16 LINE OF SECTION 19 AND SAID NORTH BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 1367, A DISTANCE OF 1314.60 FEET TO THE SOUTHWEST 1/16 CORNER OF SECTION 19, ALSO BEING A POINT ON THE EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681;

DRAFT

THENCE NORTH 00°02’40” EAST, LEAVING SAID SOUTH 1/16 LINE OF SECTION 19 AND FOLLOWING ALONG THE WEST LINE OF SECTION 19 AND SAID EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681, A DISTANCE OF 29.92 FEET TO THE SOUTH CORNER OF LOT 1, BLOCK 1 OF HIDDEN VALLEY SUBDIVISION 2ND ADDITION – REPLAT (RECORD INST. NO. 21713050);

THENCE LEAVING THE WEST LINE OF SECTION 19 AND FOLLOWING ALONG THE BOUNDARY OF SAID HIDDEN VALLEY SUBDIVISION 2ND ADDITION – REPLAT AND THE EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681 FOR THE FOLLOWING SIX (6) COURSES:

1. NORTH 50°34’10” EAST A DISTANCE OF 120.00 FEET;
2. SOUTH 54°58’19” EAST A DISTANCE OF 96.80 FEET;
3. NORTH 47°10’02” EAST A DISTANCE OF 267.58 FEET;
4. NORTH 16°48’16” WEST A DISTANCE OF 211.07 FEET;
5. NORTH 53°22’16” WEST A DISTANCE OF 131.33 FEET;
6. SOUTH 83°30’41” WEST A DISTANCE OF 202.71 FEET TO A POINT ON THE WEST LINE OF SECTION 19;

THENCE NORTH 00°02’40” EAST, FOLLOWING ALONG SAID WEST LINE OF SECTION 19 AND SAID EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681, A DISTANCE OF 831.64 FEET TO THE CENTER WEST 1/16 CORNER OF SECTION 19;

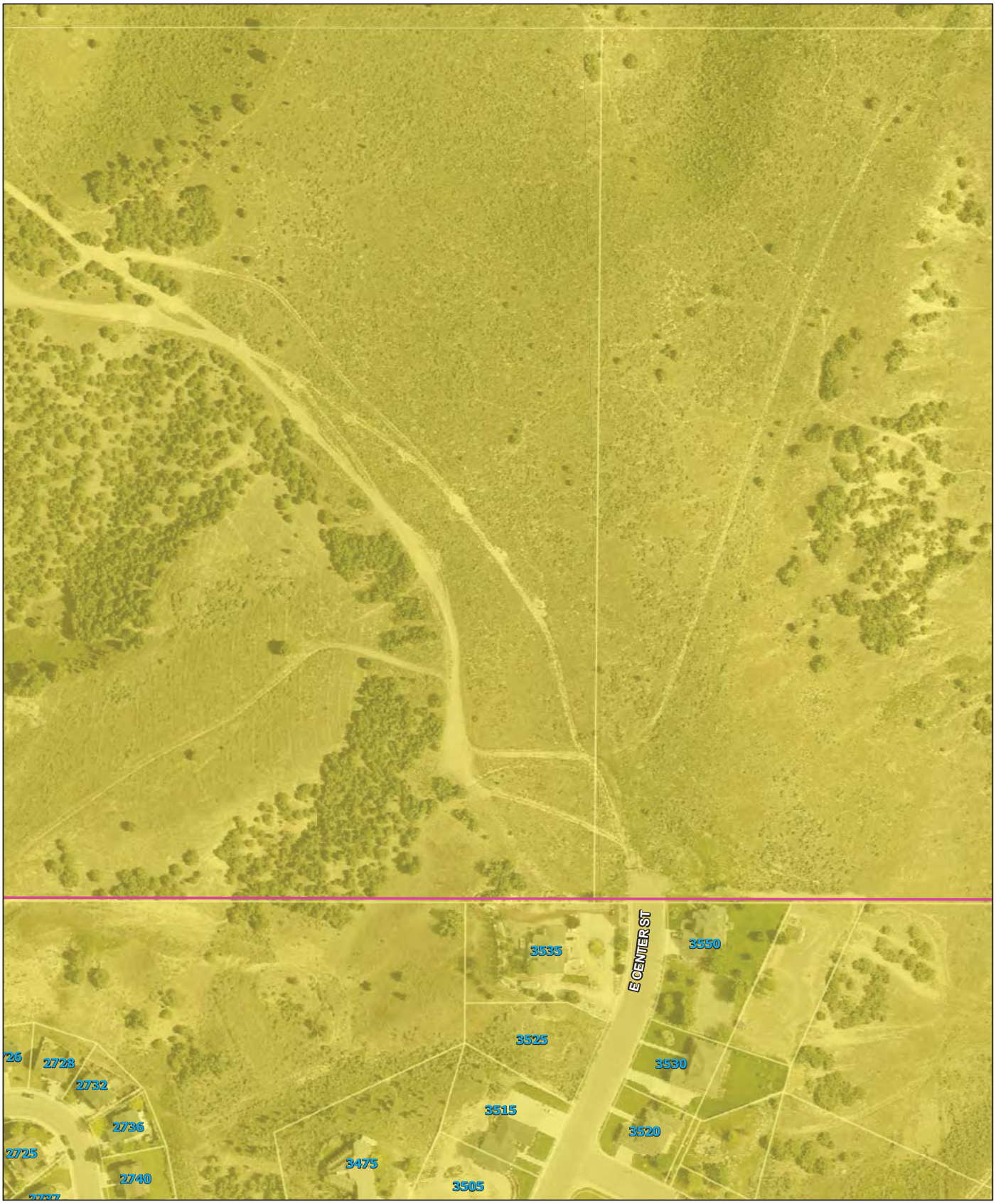
THENCE NORTH 00°26’15” WEST, LEAVING SAID EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 2681 AND FOLLOWING ALONG SAID WEST LINE OF SECTION 19 AND THE EAST BOUNDARY OF THE CURRENT CITY OF POCATELLO CITY LIMITS ORDINANCE NO. 3065, A DISTANCE OF 240.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 77.95 ACRES, MORE OR LESS.

DRAFT

# ATTACHMENT B

# ANEX25-0003 Planning Map




4/3/2025, 12:09:23 PM

Future Land Use South_Clip

R

Red: Band_1

Green: Band_2

Blue: Band_3

Pocatello Parcels 2024

1:2,257

0 0.02 0.04 0.07 mi

0 0.03 0.06 0.12 km

Maxar, Microsoft

City of Pocatello

City of Pocatello

# ATTACHMENT C

CITY OF
POCATELLO

**Engineering**

911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

# Memorandum

**To:** Becky Babb, Planning Manager

**From:** Merril Quayle PE, Public Works Development Engineer MB

**Date:** April 9, 2025

**Re:** The Ridge @ High Terrace – P&Z 4.9.2025, CC 5.1.2025, Application #ANEX23-0003

---

**Background**

Bill Isley, the owner and David Assan, Sunrise Engineering the Applicant., has requested that approximately 78 acres on the east bench between the terminus of E Center Street and Vista Drive be annexed into the corporate boundaries of the City of Pocatello, a Political Subdivision of Idaho.

**Conditions**

The Public Works Department has reviewed the annexation request and the following items have been identified.

1. Memorandum of Understanding (MOU) approved by the City of Pocatello, City Council approved April 3, 2025 between the City and The Ridge @ High Terrace shall be adhered to.
2. Utilities and infrastructure are available for said development but, will need to be extended to the area as development occurs.
3. All city standards in effect at the time of development will apply to the development area within the said annexation.

**Staff Recommendations**

Staff recommends approving the annexation request with the above conditions.

Agenda Item #7

**POCATELLO CITY COUNCIL**
**HEARING: MAY 1, 2025**
**EXECUTIVE SUMMARY**

**RE:** Pocatello Parks, Recreation, Open Space, and Trails (PROST) Plan

**REQUEST:**
The Planning & Development Services Department along with the Parks & Recreation Department seeks the Council's approval of the PROST Plan and adoption of said Plan by resolution.

**BACKGROUND:**
Beginning in 2024 the City, in coordination with PROS consulting, has been engaged in the planning and engagement process to create the City's first Parks, Recreation, Open Space and Trails (PROST) Plan. During the process, the public has provided significant input that has informed the Plan. Three public meeting have been held throughout the process to provide information, share survey results, and provide insight into the final plan. The Plan has also been reviewed by the Parks & Recreation Advisory Board. A work session was held before the City Council on April 10, 2025 to discuss the Plan and provide feedback from Council.

**ATTACHMENTS:**
a. Pocatello Parks, Recreation, Open Space, and Trails (PROST) Plan

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 24, 2025

RE: PROST Plan

I have reviewed the Prost Plan and resolution. I have no legal concerns with the Council approving the PROST Plan and authorizing the Mayor to sign the resolution.

Please let me know if you have any questions or concerns.

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING THE PARKS, RECREATION, OPEN SPACE, AND TRAILS PLAN 2025-2035 FOR THE CITY OF POCATELLO AND GRANTING EFFECTIVITY OF THE ADOPTED PLAN.

WHEREAS, the City of Pocatello offers many recreational opportunities which enhance citizens' quality of life and pride in their community; and

WHEREAS, to continue to meet the needs of the community, city staff recommends the adoption of the Parks, Recreation, Open Space, and Trails Plan (hereinafter referred to as "PROST Plan") to address those growing recreational needs; and

WHEREAS, the PROST Plan was presented and discussed at the Work Session before the City Council on April 10, 2025; and

WHEREAS, the City Council held a Public Hearing for the PROST Plan at the regular City Council meeting on May 1, 2025; and

WHEREAS, the PROST Plan incorporates public feedback and input provided to the City through numerous engagement opportunities and forums.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO that the Parks, Recreation, Open Space, and Trails Plan 2025-2035 for the City of Pocatello shall be effective upon approval of this Resolution.

RESOLVED this 15th day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

CITY OF POCATELLO

# *Parks, Recreation, Open Space, and Trails Plan*

## 2025 – 2035



CITY OF POCATELLO

# Acknowledgements

Organizing and facilitating a robust process that results in a creative, forward-looking and inclusive parks master plan is significant endeavor. The Consultant Team would like the thank the numerous members of the community, partner organizations, and city leadership and staff that generously contributed to the development of the *Pocatello Parks, Recreation, Open Space, and Trails Plan.* This includes but is not limited to those listed below.

**Mayor and City Council**

*Brian Blad, Mayor*

*Councilman Hayden Paulsen*

*Councilman Brent Nichols*

*Councilman Corey Mangum*

*Councilman Josh Mansfield*

*Council President Linda Leeuwrik*

*Councilman Rick Cheatum*

**City Staff**

*Anne Butler, Parks and Recreation Director*

*Brayden Millward, Parks Superintendent*

*Stacie VanKirk, CRC & RPAC Manager*

*Cary Rhodes, Outdoor Recreation Program Manager*

*Richard Henderson, Team Sports Program Manager*

*Peter Pruett, Zoo Manager*

*Hannah Sanger, Science and Environment Division Manager*

*Jim Anglesey, Long-Range Senior Planner*

*Brent McLane, Planning and Development Services Director*

**Local and Regional Partner Organizations**

*Pocatello Chamber of Commerce*

*Sagebrush Steppe Land Trust*

*Portneuf Greenway Foundation*

*Portneuf Health Trust*

*Shoshone-Bannock Tribal Members*

*City of Chubbuck*

*Idaho Fish and Game Department*

*Multiple Sports Organizations*

**Numerous community members that participated in public forums, interviews, focus groups, and surveys**

**Thank You!**

**Cover photo credit:** Cameron Thompson (2022)



pros consulting INC. LOGANSIMPSON

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# Executive Summary

## A Roadmap for the Future

The parks and recreation system of Pocatello is among the city's greatest assets, bringing the community together, supporting healthy lifestyles, and elevating overall quality of life for the people that live, work and play here. In many ways, the great recreational opportunities in and around Pocatello are very much a part of the identity of the community and of its residents. In 2024, the Pocatello Parks and Recreation Department ("Department") embarked on the first *Parks, Recreation, Open Space, and Trails Plan* "PROST Plan") to have been completed by the city. This PROST Plan is a guiding document for the Department on how it can meet the current and emerging needs of residents, and to further enhance the vibrancy of the community. The PROST Plan is built on that vision, embraces the history of the community, is accountable to the present, and looks to the future.

This plan establishes a long-term focus on sustainability and maximizing resources while providing an appropriate level/balance of facilities and amenities throughout the community. The PROST Plan creates a new "roadmap" for the City to follow for the next 10 years.

The City of Pocatello ("City") maintains 3,938 acres of public park and recreation lands within the city which includes developed parklands, undeveloped parklands, open space, trails, and public facilities and rights-of-way. The City operates and maintains several facilities including the Pocatello Community Recreation Center, Ross Park Aquatic Complex, two golf courses, the East Fork Mink Creek Nordic Center, Zoo Idaho, several historic/cultural sites and facilities. Finally, the City also organizes a robust portfolio of recreation programs and services and community events to fully activate these public spaces and assets and bring the community together.

The PROST Plan sought community input to identify and confirm the City's vision and expectations for the future of the park and recreation system. Community input was received via in-person and virtual focus groups, key stakeholder interviews, public meetings, a statistically-valid needs analysis survey, and a community online open survey as well. The information gathered from the community engagement process was combined with technical research to produce the final PROST Plan.



## Parks, Recreation, Open Space, and Trails Plan Goals

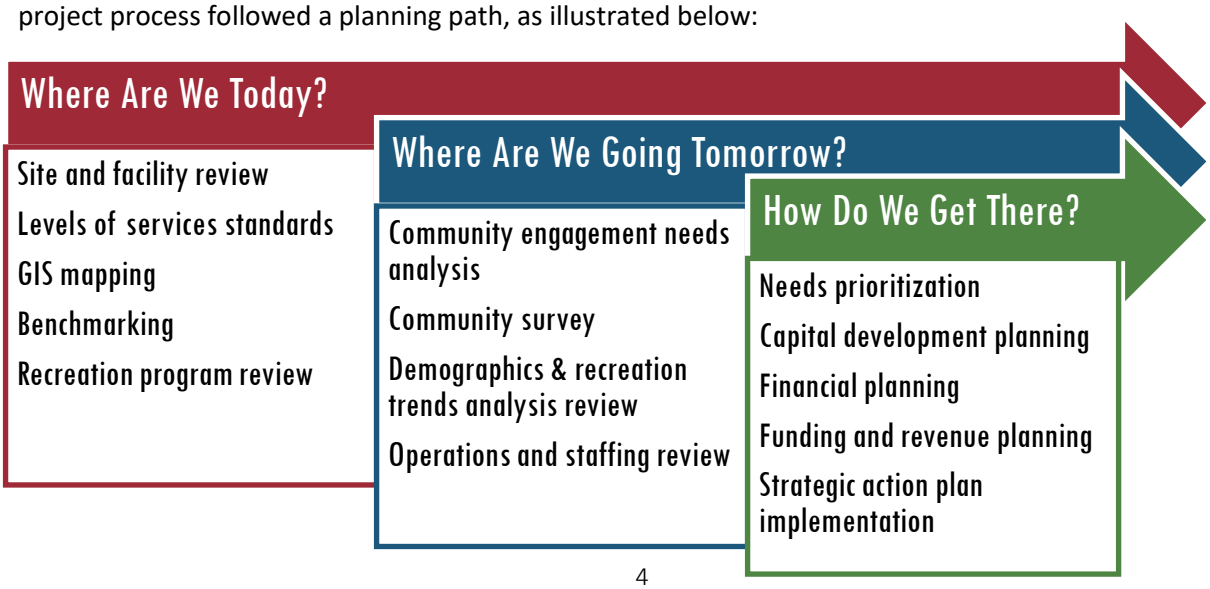
The PROST Plan establishes a prioritized framework for future development or redevelopment of the City's parks and recreation system over the next 10 years. This plan is a resource to develop policies and guidelines related to location, use, resource allocation, and level of service that will provide direction to City Council, City staff, and the community at large.

The goals of the PROST Plan include:

- **Maximize community engagement that is grounded in inclusivity and accessibility** to ensure the broad interests of the diverse community and stakeholders in Pocatello are heard and can help guide growth and development of parks and recreation sites, facilities, and programs.
- **Create a future strategy for parks, recreation, and open spaces that is equitable to the entire community** regardless of socioeconomic, cultural, racial, or geographic differences, and provides fair community benefit to all.
- **Utilize a wide variety of data sources and best analytical practices** to predict trends and patterns of use, community impact, and how to address unmet needs in the City of Pocatello.
- **Enhance the environmental resiliency of Pocatello by leveraging parks and greenspaces** as green infrastructure that is equitably distributed throughout the community.
- **Shape the financial sustainability and organizational excellence** to achieve the strategic objectives, identify revenue opportunities, dynamic partnerships, and ensure future operational and maintenance needs are addressed.
- **Develop a dynamic and realistic action plan** that is based on unique levels of service, promotes health and safety, supports active lifestyles, builds community connectivity, and creates a road map to ensure long-term success and financial sustainability for Pocatello's parks, recreation programs, and facilities.

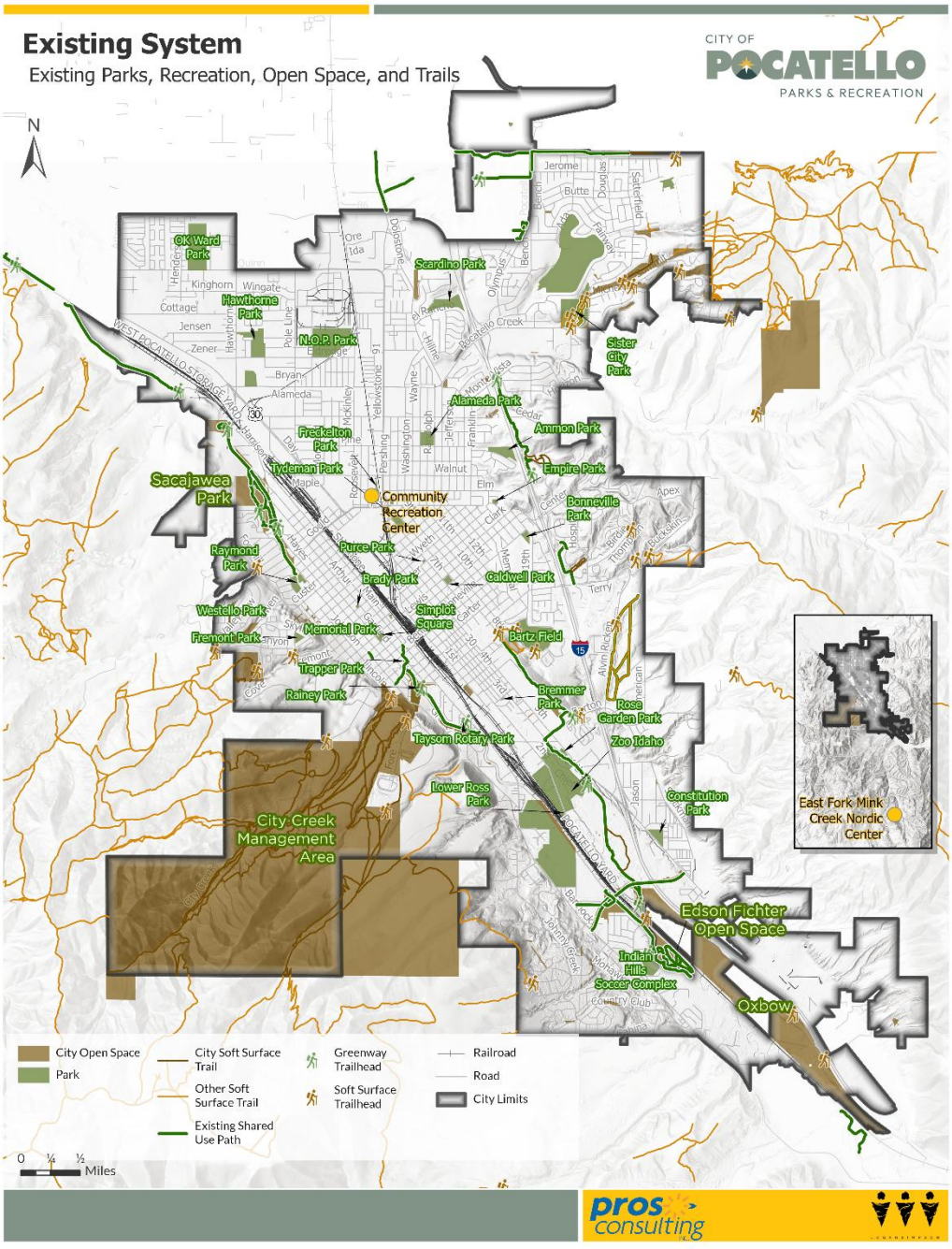
## Project Process

The PROST Plan followed a process of data collection, public input, on-the-ground study, assessment of existing conditions, market research, and open dialogue with local leadership and key stakeholders. The project process followed a planning path, as illustrated below:



## Parks and Open Space Map and Definition of Planning Area

The planning area for this PROST Plan includes all areas within the boundaries of the City of Pocatello. This plan recognizes the actual service areas of some Pocatello parks and facilities extend beyond the defined boundaries of the defined planning area as Pocatello has parks that have regional draw. Similarly, there are other public parks and lands managed by other agencies within Pocatello that also assist to meet the park and recreation needs of Pocatello residents. The primary purpose of this plan is to first and foremost identify and address the park and recreation needs of Pocatello residents. The map below depicts the planning area and location of city-owned parks and facilities, and the following tables inventory the parks, open space, and trails system by type.



# Pocatello Parks and Open Space Inventory

**Community Park**

| | |
|---|---|
| Scardino Park | 14.0 |
| Hawthorne Park | 19.4 |
| Alameda Park | 8.3 |
| Ammon Park | 10.4 |
| Raymond Park | 7.0 |
| Sister City Park | 38.5 |
| Bartz Field* | 32.2 |
| Terrell and Ifft Park | 3.2 |
| Caldwell Park | 2.1 |
| Simplot Square | 0.7 |
| Tydeman Park | 2.2 |
| Optimist Park | 2.3 |
| Halliwell Park | 8.3 |
| **Total (of 13)** | **148.6 acres** |

**Regional Park**

| | |
|---|---|
| N.O.P. Park | 41.9 |
| OK Ward Park | 40.4 |
| Lower Ross Park | 36.6 |
| Upper Ross Park | 23.3 |
| Indian Hills Soccer Complex | 14.4 |
| **Total (of 5)** | **156.6 acres** |

**Pocket Park**

| | |
|---|---|
| Freckleton Park | 0.7 |
| Brady Park | 0.4 |
| Pioneer Park | 0.7 |
| Trapper Park | 0.4 |
| Pre-History Park | 0.5 |
| Bremmer Park | 0.1 |
| Purce Park | 0.3 |
| Gold Star Park | 0.6 |
| **Total (of 8)** | **3.7 acres** |

**Trails (miles)**

| | |
|---|---|
| Existing Paved Shared-Use Trails | 22.6 |
| *Planned* Paved Shared-Use Trails | 45.4 |
| Soft Surface City-Owned Trails | 30.7 |
| Soft Surface Trails Non-City-Owned (within City Limits) | 8.2 |
| **Total Existing (City Only)** | **53.3 miles** |
| **Total Existing (City *and* Non-City)** | **61.5 miles** |
| **Total Planned + Existing** | **106.9 miles** |

**Open Space**

| | |
|---|---|
| **East Bench** | |
| Sister City Park (inc. across road) | 30.8 |
| East Bench Gullies | 67.2 |
| Pioneer Ridge | 210.9 |
| **West Bench** | |
| Lupine | 35.7 |
| City Creek | 2,900.5 |
| **River** | |
| Sacajawea (inc. Brennan) | 59.5 |
| Douglass Lane | 14 |
| Abraszewski Trail | 436 |
| Pacific Recycling Trailhead | 12.9 |
| Riverside Drive | 2.33 |
| Oxbows | 306.2 |
| **Total (of 11)** | **3,348.7 acres** |

**Neighborhood Park**

| | |
|---|---|
| Empire Park | 0.9 |
| Fremont Park | 2.8 |
| Rainey Park | 2.5 |
| Centennial Park | 4.5 |
| Constitution Park | 6.7 |
| Bonneville Park | 2.9 |
| Taysom Rotary Park | 2.4 |
| Westello Park | 3.0 |
| Memorial Park | 2.3 |
| Lookout Point Park | 1.0 |
| Legacy Park | 4.8 |
| **Total (of 11)** | **33.8 acres** |

**Special Use Park**

| | |
|---|---|
| Rose Garden Park | 1.0 |
| Ice Rink | 1.0 |
| Zoo Idaho | 25.6 |
| Band Shell | 0.3 |
| Ross Park Aquatic Center | 2.6 |
| Bannock Bark Park | 0.5 |
| Highland Golf Course | 111.9 |
| Riverside Golf Course | 104.1 |
| **Total (of 8)** | **247 acres** |

*Note: Bartz Field is owned and operated by Idaho State University but is open to and heavily used by the public.

## Vision, Mission, and Core Values

The process to develop this plan was grounded in inclusive, accessible, and creative public input and engagement. This is a plan that reflects the community, its interests and needs, and its directional growth. In the course of the process, the City of Pocatello has fine-tuned their mission statement as it pertains specifically to the provision of parks and recreation services, which clearly defines how the City intends to serve the community through this plan over the next 10 years.

**Vision**

**"Pocatello envisions a thriving community that embraces its natural beauty, where innovative solutions support healthy lifestyles and create vibrant, accessible public spaces. ."**

**Mission**

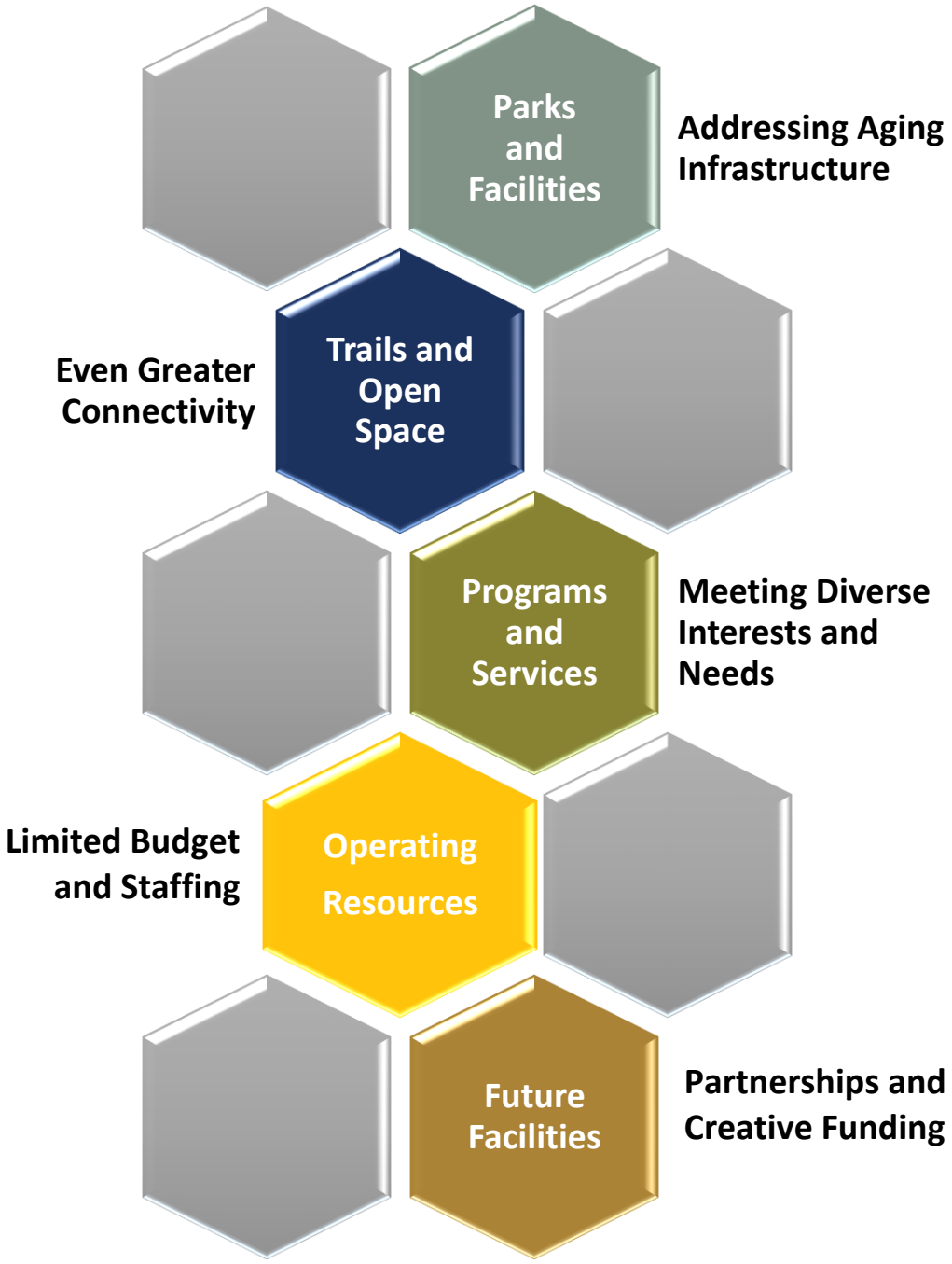
**"Pocatello Parks and Recreation is dedicated to creating a fun and vibrant environment that offers high-quality, accessible spaces for all to enjoy. By fostering collaboration and creativity, we aim to elevate our city's reputation as a destination of choice, where everyone has the opportunity to thrive and connect with nature in meaningful ways."**

**Core Values**

**Progressive / Visionary**
**Friendly and Fun**
**Inclusionary**
**Consistent High Quality**
**Collaborative**
**Innovative**
**Forward thinking**

## Key Issues and Themes

Throughout the PROST Plan process there emerged multiple themes and issues that were clear as priorities to address over the next 10 years. These represent input and insights from a broad segment of city residents, leadership, partner organizations, and the observations and assessments of the consultant team. These key issues and themes helped to guide the development of specific recommendations for both individual parks and facilities, but also for the system as a whole.



# Key Recommendations

The following key recommendations have been developed through robust community and stakeholder engagement throughout the planning process, consultant analyses, and industry best practices.

## REVITALIZATION AND MAINTENANCE OF NEIGHBORHOOD PARKS

Neighborhood parks are a critical aspect of the Pocatello Parks and Recreation system as these are the parks most residents visit most frequently in their daily lives. They are integral to providing a high quality of life for the neighborhoods in which they sit. While well maintained, the amenities and features of these parks are aged and heavily used. It is a priority area of focus of this PROST Plan to update neighborhood parks presently and over time to meet current and emerging needs. This could including updating and replacing existing features and amenities, adding additional amenities as needed, and overall modernization of these important public spaces.

## ENHANCING AND UPGRADING COMMUNITY AND REGIONAL PARKS

Community and regional parks are where not only Pocatello residents come out to play and celebrate; they are regional draws that bring people from around the region and state to enjoy all that Pocatello has to offer. These parks help to maintain Pocatello's reputation as a high-quality park community. These facilities are heavily used and some are considerably older than others, so there are three primary objectives for addressing these sites and facilities in this PROST Plan:

- to improve usability and overall versatility of the sites,
- to better meet current and emerging public needs, and
- to further enhance the local recreational value of these sites while also optimizing their ability to drive economic activity in the city.

## TRAILS AND CONNECTIVITY

One of the more prominent areas of public need and interest that was heard in the various forms of community engagement in this planning process was the strong desire for more trail connections (paved and unpaved), improved connectivity and walkability within the city itself, and connections to regional trails. This PROST Plan acknowledges and supports the community's continued interests in these recreational assets and provides guidance on future trail design and development. It is also recommended to develop a city-wide multi-modal plan in the future that incorporates non-motorized transportation infrastructure including sidewalks, bike lanes, and other pathways integrated with the trail system.

## GROWING THE SYSTEM TO MEET COMMUNITY NEEDS

As it has for decades, the Pocatello Parks and Recreation system must continue to grow to serve its growing population. Based on our analysis of the system, it's clear that the city is not significantly deficient on park lands; however, there are opportunities to explore potentially establishing new parks and expanding access to existing parks based on community growth patterns and gaps in the current walkable network to parks. The Pocatello community is a very active population with diverse recreational interests and needs. Needs were identified through a variety of methodologies including public forums, targeted public intercept interviews at community events, website/online public comments, social media, a statistically valid community survey, and assessments of existing parks and amenities. As the community continues to grow and evolve, so should the parks and recreation system evolve to stay aligned with both existing community needs as well as those that are emerging.

## BIG IDEAS REQUIRE MORE PLANNING AND PARTNERSHIPS

There were several ideas and concepts that emerged out of the community engagement and analysis process of this PROST Plan. These ideas all have merit and are grounded in some level of community needs that are currently not being fully met. These ideas also require substantial investment both in initial capital to design and build, but also to operate. They include an indoor aquatic facility, additional indoor recreation space including a walking/jogging track, multi-purpose indoor space, and an ice rink. All of these ideas are relevant to the current and future parks and recreation needs of Pocatello and its residents, but they are very costly projects to build and operate. It is recommended additional planning such as feasibility studies be considered for these projects on an individual basis, that would include the exploration of creative partnerships both in capital investment as well as operational responsibilities in order to increase the likelihood of any of these projects being a reality in Pocatello in the future.

## ACTIVATE THE PORTNEUF RIVER AS A COMMUNITY ASSET

It is very common that cities have traditional viewed rivers that run through them as a natural feature that must be managed and guarded against. Tradiionally, all across the country we saw rivers sections that passed through communities get channelized and levied to protect against flooding. Today, we are seeing more and more communities turn their eyes to the rivers that run through them with a desire to transform those waterways into more of an asset than just a resource to manage. That certainly is the case with the Portneuf River and Pocatello. While there is already progress being made to create better river access and improve the quality of the waterway, this PROST Plan builds on those efforts and Pocatello continues the journey to elevating the Portneuf River as the recreational, social, economic, and cultural asset it truly has the potential to be.

## BETTER RESOURCE PARKS AND RECREATION IN THE FUTURE

Parks and recreation is a highly valued public service in Pocatello and a network of public facilities and programs that is heavily used and enjoyed by residents. The personal recreational activities of residents is central to the identity of what it means to live in Pocatello for most residents. While highly valued, parks and recreation also must compete with the myriad other priorities city leadership is working to support with limited financial resources. This PROST Plan evaluates how investments are being made to support the Parks and Recreation Department, and provides recommendations as to how parks and recreation could be better supported in the future. In addition, alternative funding and revenue strategies have been identified that can further be explored for purposes of increasing the size of the resource pool that supports this important public service in the future.



# Strategic Implementation Plan

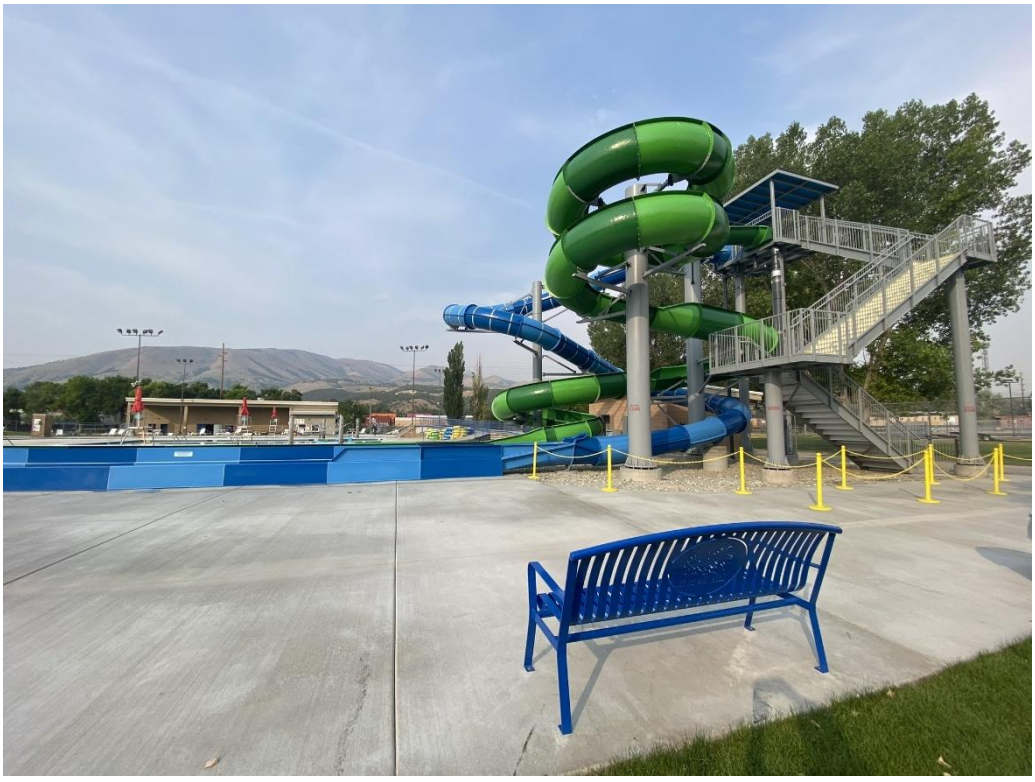
The successful implementation of this PROST Plan should be focused around five (5) strategic initiatives that correspond to community needs and what was heard in the community engagement process. These initiatives will be forwarded through a series of capital improvement projects as well as more operational actions. In the sections that follow, the recommended strategic initiatives are discussed and then the traditional Capital Improvement Plan is outlined for the 10-year implementation period. **These are not recommended as a linear action plan, but rather these initiatives can and should be pursued concurrently as is possible.**

## Strategic Action Plan

The five strategic initiatives identified by the community are:

- Revitalization and Maintenance of Neighborhood Parks
- Enhancing and Upgrading Community and Regional Parks
- Trails and Connectivity
- Growing the System to Meeting Community Needs
- Organizational Excellence

Of note, the five strategic initiatives are not listed in order of priority and were not prioritized by the community insomuch as different users have different needs of the park and recreation system. The City should balance its efforts to advance each strategic initiative rather than focus on them consecutively. In the action plan that follows, specific strategic actions are identified within each initiative, on a temporal scale of “Short Term”, “Mid Term”, and “Long Term”.



## REVITALIZATION AND MAINTENANCE OF NEIGHBORHOOD PARKS

Neighborhood parks are a critical element of the Pocatello Parks and Recreation system. They are integral to providing a high quality of life for the neighborhoods in which they sit. The following neighborhood parks are example of those in need of reinvestment in multiple ways (playground replacement, pavement repair, shelter replacement, signage, lighting, etc.). Making these investments will speak loudly to the residents of these neighborhoods in all corners of the city. Example neighborhood parks with revitalization needs identified in this plan are listed below.

- Centennial Park
- Constitution Park
- Empire Park
- Fremont Park
- Rainey Park
- Westello Park

| Strategic Initiative | Strategic Actions | Recommended Timeline |
|---|---|---|
| **Revitalization and Maintenance of Neighborhood Parks** | Identify improvement projects by priority and available funding. Higher priority projects are playgrounds, shade infrastructure (natural and built), pavilions, signage, and inclusive recreational amenities. | **Short Term** |
| | Identify and acquire capital funding source(s). | **Mid Term** |
| | | **Long Term** |
| | Initiate public engagement process, site design and competitive bid selection process for construction. | **Mid Term** |
| | Begin and complete construction within approved budget requirements. | **Long Term** |



## ENHANCING AND UPGRADING COMMUNITY AND REGIONAL PARKS

Community and regional parks are where not only Pocatello residents come out to play and celebrate; some of them are regional draws that bring people from around the region to enjoy all that Pocatello has to offer. The below community and regional parks each require upgrades to ensure that they remain unique and special attractions for Pocatello residents and visitors from other communities. Example community and regional parks with revitalization needs identified in this plan are listed below.

- N.O.P Park
- OK Ward Park
- Lower and Upper Ross Park
- Scardino Park
- Hawthorne Park
- Ammon Park
- Alameda Park

| Strategic Initiative | Strategic Actions | Recommended Timeline |
|---|---|---|
| **Enhancing and Upgrading Community and Regional Parks** | Develop strategic approach to updating community and regional parks that is a blend of improvements that may have occurred through other related initiatives of this action plan, and more explicit redevelopment projects that are park-wide. | **Short Term** |
| | Identify specific redevelopment projects that meet the overall objectives of this initiative and are aligned with the financial and organizational capacity of the city. | **Mid Term** |
| | Develop a phased redevelopment plan for community and regional parks. | **Mid Term** |
| | Identify and acquire capital funding source(s). | **Mid Term**<br>**Long Term** |
| | Initiate public engagement process, site design and competitive bid selection process for construction. | **Mid Term**<br>**Long Term** |
| | Begin and complete construction within approved budget requirements. | **Mid Term**<br>**Long Term** |

## TRAILS AND CONNECTIVITY

Trails are consistently listed as the top parks and recreation amenity by the public. The City of Pocatello has an extensive network of trails and greenways. In fact, this portion of the system has its own master plan document. This Prost Plan acknowledges the recommendations of both the Portneuf Greenway Master Plan and BTPO Bike Plan. The project list below considers trail and connectivity improvements that can be made within specific parks.

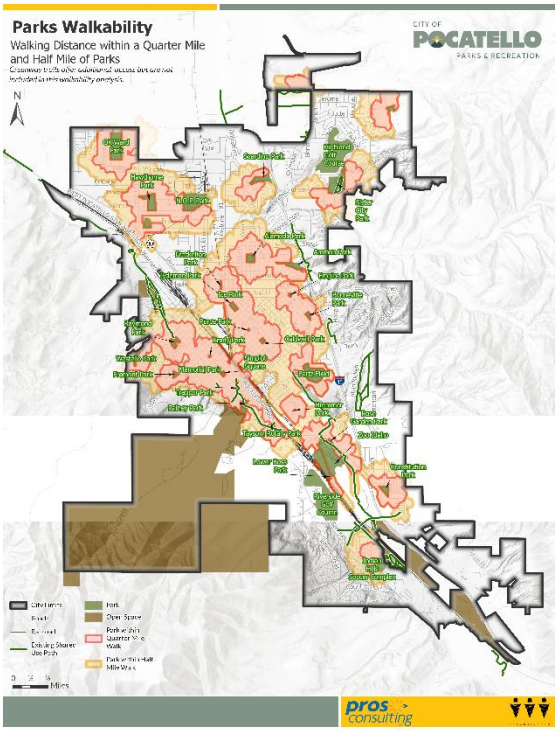
- General trail improvements and connections
- Neighborhood connections to open spaces
- Upper City Creek Trailhead
- Lower City Creek Trailhead
- City Creek Management Area Open Space Trails
- Simplot River Trail Access Point
- Portneuf River Water Trail
- Pioneer Ridge Trails
- East Bench Area Trails
- Oxbow Open Space Trails
- Cusick Creek Trailhead
- Pioneer Ridge Trailhead – Pocatello Creek Trailhead

| Strategic Initiative | Strategic Actions | Recommended Timeline |
|---|---|---|
| **Trails and Connectivity** | Identify specific trail development projects to connect existing and future parks and improve overall connectivity within the community and open spaces. This should be a blend of natural surface and paved surface multi-use trails. This should prioritize connectivity within existing parks and community connections. | **Short Term** |
| | Plan for phased development of paved and unpaved trails. | **Mid Term** |
| | Identify and acquire capital funding source(s). | **Mid Term**<br>**Long Term** |
| | Develop and facilitate appropriate degree of stakeholder engagement for trail design and competitive bid selection process for construction. | **Mid Term**<br>**Long Term** |
| | Begin and complete construction within approved budget requirements. | **Mid Term**<br>**Long Term** |
| | Grow volunteer trail maintenance process | **Short Term** |

## GROWING THE SYSTEM TO MEET COMMUNITY NEEDS

As it has for decades, the Pocatello Parks and Recreation system must continue to grow to serve its growing population. Based on our analysis of the system, it's clear that the city has several areas that currently outside the ¼ and ½ mile service areas of public parks. Those areas are mostly found in:

- Northwest Pocatello
- Northeast Pocatello
- North central Pocatello
- Southern Pocatello




The projects listed below are potential recommendations that could help the city strategically expand its parks, facilities, and amenities across its system.

- Site/amenity accessibility and inclusivity
- 1-2 new community park (15-50 acres)
- 3-5 new neighborhood parks (2-10 acres)
- A new multi-purpose indoor facility
- 2-3 additional multi-purpose rectangular fields
- 2-3 splash pads
- Permanent Farmers Market infrastructure
- Additional multi-purpose sport courts
- Signage and wayfinding standards for all parks, facilities, and trails

| Strategic Initiative | Strategic Actions | Recommended Timeline |
|---|---|---|
| **Growing the System to Meet Community Needs** | Develop strategic approach to addressing the park and recreation needs of the community as it grows in population and expands geographically. This includes exploring and developing new or revised policies that engage private developers in the new park acquisition and/or park and trail development process. This will most likely include but not be limited to additional neighborhood parks and a new community park. | **Mid Term** |
| | Identify specific growth and expansion projects that meet the overall objectives of this initiative and are aligned with the financial and organizational capacity of the city. | **Mid Term** |
| | Develop a phased plan for growth and expansion of the park and trail system | **Mid Term** |

| Strategic Initiative | Strategic Actions | Recommended Timeline |
|---|---|---|
| **Growing the System to Meet Community Needs** | Identify and acquire capital funding source(s). | **Mid Term** |
| | | **Long Term** |
| | Initiate public engagement process, site design and competitive bid selection process for construction. | **Mid Term** |
| | | **Long Term** |
| | Begin and complete construction within approved budget requirements. | **Mid Term** |
| | | **Long Term** |

## ORGANIZATIONAL EXCELLENCE

Being a high-quality public service in the parks and recreation field requires the agency to be intentional about its own internal support and standards. It is critical to be reliable and transparent and provide tangible and intangible benefits to the community but also to its employees, partners, and volunteers.

| Strategic Initiative | Strategic Actions | Recommended Timeline |
|---|---|---|
| **Organizational Excellence** | Evaluate and implement new funding and revenue strategies including, but not limited to partnerships, greenway utility, dedicated transient tax funds, TIF district, and private philanthropy. | **Short Term** |
| | | **Mid Term** |
| | Complete all policy and ordinance changes that are required to implement new funding and revenue strategies and that support new park acquisition and development. | **Short Term** |
| | | **Mid Term** |
| | | **Long Term** |
| | Maintain an ongoing public information and engagement process that is both efficient and inclusive. | **Short Term** |
| | | **Mid Term** |
| | | **Long Term** |
| | Maintain an effective workforce development program that includes opportunities for staff to attend conferences and trainings and grows their skills and abilities. | **Short Term** |
| | | **Mid Term** |
| | | **Long Term** |
| | Develop and implement a Capital Implement Plan to guide funding strategies and capital investments. The CIP should outline projected costs and revenue sources over time | **Short Term** |

# PROST Plan Recommendations

In tandem with the Strategic Implementation Plan and its five (5) imperative strategic initiatives of which this PROST Plan should rely upon, the following recommendations will provide insight into the ongoing daily practices that will support a successful implementation of the PROST. For the sake of brevity, the following recommendations for the plan and the Department have been listed separate from the analyses that founded them; as a result, some sets of recommendations will be paired with the page number of the section within this PROST Plan that has further analysis and explanation.

## Site and Facility Recommendations

Parks, open spaces, and trails were assessed by the project team in the Spring of 2024. Based on the analysis the following general and park specific observations and opportunities were created. Further details on these recommendations and their reasonings can be found in the Site and Facilities Analysis section beginning on page 81 of this PROST Plan.

### ACCESSIBILITY RECOMMENDATIONS

- Playgrounds, shelters, tables, and benches in most parks lack accessible routes from adjacent parking or residential areas. Paved walks should be provided to these facilities. In situations where facilities are due for replacement, relocating major amenities within parks to locations closer to points of access should also be considered.
- When replacing aging play equipment, inclusive play elements should be incorporated where possible. Accessible ramps should be added to enter play areas using engineer wood fiber.

### FACILITIES RECOMMENDATIONS

- Replace aging indoor and outdoor facilities. Playgrounds (including surfacing) and shelters are dated and in need of repair/replacement in many cases. Improve the branding of the parks system by using a consistent style of shelter.

### VEGETATION MODIFICATIONS

- Plant new trees of various species in parks with a large percentage of mature trees (where space allows) to mitigate potential issues with disease or aging.
- Convert portions of irrigated turf areas into naturalized landscape to reduce irrigation and maintenance requirements.

### TRAILS IMPROVEMENTS

- Reroute or rehabilitate highly eroded trails.
- Add directional, hike/bike only trails or designations to reduce user conflicts as needed.
- Manage unsanctioned trails to reduce environmental impacts and user conflicts.
- Reroute trails crossing private property to avoid future access/ownership issues
- Connect existing Greenway segments to create a contiguous network.
- Add neighborhood connections to trail system.

### GOLF RECOMMENDATIONS

- Improve course plantings, irrigation, practice facilities, and clubhouses.

## Capital Improvement Plan Recommendations

The following capital improvement plan (CIP) recommendations originate from multiple sources, including discussions with staff and key stakeholders, site inventories, and staff recommendations.

| SYSTEM RECOMMENDATIONS | | |
|---|---|---|
| **Recommendation** | **Category / Item** | **Priority Level** |
| **Accessibility:** Add accessible routes to playgrounds, shelters, tables, and benches from adjacent parking or residential areas in most parks. Paved walks should be provided to these facilities. In situations where facilities are due for replacement, relocating major amenities within parks to locations closer to points of access should also be considered. | Accessibility | Moderate |
| **Accessibility:** When replacing aging play equipment, incorporate inclusive play elements, where possible. Add accessible ramps to enter play areas using engineered wood fiber (EWF). | Accessibility | Moderate |
| **Facilities:** Replace aging facilities. Playgrounds (including surfacing) and shelters are dated and in need of repair/replacement in many cases. Improve the branding of the parks **system by using a con**sistent style of shelter. | Facilities | High |
| **Funding:** Work with Council to develop a potential bond package paid back by property taxes. | Funding | Low-Moderate |
| **Funding:** Work with Council to explore the feasibility of a sales tax for land acquisition, park upgrades, and maintenance. Encourage Council to be a champion for future funding. | Funding | Moderate |
| **Golf:** Improve course plantings, irrigation, practice facilities, and clubhouses. | Golf facilities | High |
| **New indoor facility.** Working with partners investigate the feasibility of a new indoor facility in a fiscally responsible way. Determine specific community needs such as indoor aquatics. | Facilities | Low |
| **Vegetation:** Convert portions of irrigated turf areas to naturalized landscape to reduce irrigation and maintenance requirements. | Turf | Moderate |
| **Vegetation:** Develop and implement a tree pruning and planting plan in all Parks. | Management Plan | Moderate |
| **Vegetation:** Implement the 2025/2026Pocatello Tree Plan's pruning and planting schedule in all parks. | Tree Canopy | Moderate |

| OPEN SPACE CIP PROJECTS | | |
|---|---|---|
| **Projects** | **Category / Item** | **Level** |
| **Open Space/Natural Areas:** Increase natural areas footprint and habitat preservation. | Acquisition | Moderate |
| **Open Space/Natural Areas:** Establish a management plan for treating open space for invasive species, including but not limited to, Crack Willow, Russian Olive, noxious weeds, knapweed, white bryony, houndstongue, and spurge. | Invasive Species Treatment | High |
| **Open Space/Natural Areas:** Develop and implement fuel reduction and wildfire mitigation plans in all open space areas. | Wildfire Reduction | Moderate |
| **Open Space/Natural Areas:** Implement restoration practices along Portneuf River to reduce erosion and improve stream habitat and floatability. | Restoration | Moderate |
| **City Creek Management Area:** Treat open space for invasive species including knapweed, white bryony, houndstongue, and spurge. | Invasive Species Treatment | High |
| **Nordic Center:** Construct lodge to accommodate day users, classes, rentals/retail, and composting toilets with solar or grid connectivity | Facility Structure | Low |
| **Nordic Center:** Execute recommendations of the previous Nordic Center Master Plans as submitted to the US Forest Service | Management Plan | High - but in process of redoing this plan |
| **Nordic Center:** Expand overnight accommodation with the addition of 2-3 ski/snowshoe-in yurts with shared vault toilet | Facility Structure | Moderate |
| **Nordic Center:** Expand parking area to accommodate additional vehicles | Parking | High |
| **Nordic Center:** Expand winter snowshoe/fatbike-summer mountain bike trail system to increase year-round recreation opportunities | Trails | High |
| **Nordic Center:** Pave access road to ease maintenance and snow removal | Paving | High |
| **Open Space along Portneuf River:** Treat open space for invasive species Crack willow and Russian Olive. | Invasive Species Treatment | Moderate |

| OPEN SPACE CIP PROJECTS | | |
|---|---|---|
| **Projects** | **Category / Item** | **Level** |
| **Oxbow Open Space:** Design and implement restoration practices to reconnect oxbows to Portneuf River and provide Greenway Trail access through property. | Restoration | Design - high (funded); Implementation - moderate |
| **Oxbow Open Space:** Treat open space for invasive noxious weeds | Invasive Species Treatment | High |
| **Pacific Recycling Trailhead:** Develop an open space plan. Consider creating a wetland for treating some of Pocatello Creek. | Management Plan | Low |
| **River Access at Douglass Lane:** Develop and implement invasive species treatment plan to treat open space for invasive noxious weeds. | Invasive Species Treatment | High |
| **Sacajawea Park:** Develop an open space plan for the area, consider reconnecting the oxbow to the river. | Management Plan | High-Moderate |
| **Water Trail along the Portneuf River:** Remove debris jams between the river access points to open flow and improve navigability of the trail | River Corridor | High |
| **Water Trail:** Develop and implement a stream restoration plan. | River Corridor | Low |

| TRAIL CIP PROJECTS | | |
|---|---|---|
| **Projects** | **Category / Item** | **Level** |
| **Trails:** Add directional, hike/bike only trails, and implement designations to reduce user conflicts as needed. | New Trails | Low |
| **Trails:** Manage unsanctioned trails to reduce environmental impacts and user conflicts. | Trail Management | Moderate |
| **Trails:** Reroute trails crossing private property to avoid future access/ownership issues. | Trail Connections | Moderate |
| **Trails:** Connect existing Greenway segments along planned routes as identified on the PROST Plan Map to create a contiguous network. | Trail Connections | Moderate |
| **Trails:** Create a consistent trail user experience by updating existing sections and constructing new sections of multi-use pathways according to the design standards outlined in this plan. | Trail Management | Moderate |

| TRAIL CIP PROJECTS | | |
|---|---|---|
| **Projects** | **Category / Item** | **Level** |
| Assess improvement needs for Greenway Trailheads at **AMI, Kirkham, Abraszewski, and Edson Fichter**. | Access | High |
| **City Creek Management Area Open Space Trails:** Acquire key land access between Clark St./Cove Rd. area and BLM land at Lupine Dr. to expand trail connections to City Creek. | Acquisition | High |
| **City Creek Management Area Open Space Trails:** Connect trail system to Johnny Creek neighborhood/south Pocatello | Trail Connections | Moderate |
| **City Creek Management Area Open Space Trails:** Develop smaller trailhead with 3-4 car parking area and small trail kiosk at Fore Rd | Parking | Moderate |
| **City Creek Management Area Open Space Trails:** Pursue an assessment and management planning process to create a plan for the area's soft surface trail network. | Management Plan | High |
| **Cusick Creek Trailhead.** Add trailhead amenities. | Trailhead Amenities | Moderate |
| **Cusick Creek Trailhead.** Expand and improve parking surface. | Parking | Moderate |
| **East Bench Area Trails:** Pursue an assessment and management planning process to create a plan for the area's soft surface trail network. | Management Plan | High |
| **Lower City Creek Trailhead:** Add parking area, bathroom, and trailhead amenities. | Trailhead Amenities | High |
| **Lower City Creek Trailhead:** Add safe crossing such as pedestrian activated crosswalk at S. Grant Ave to connect trailhead with Centennial Park. | Access | Moderate |
| **Lower City Creek Trailhead**: Secure ownership/access easement. | Acquisition | High |
| **Oxbow Open Space Trails:** Pursue an assessment and management planning process to create a plan for the area's soft surface trail network. | Management Plan | High (have EPA grant to build trails) |
| **Pioneer Ridge Trails:** Create connection to neighborhood with access points at Granite Dr. and Remmington Rd. | Trail Connections | Moderate |
| **Pioneer Ridge Trails:** Develop Trailhead as established in the 2022 Pioneer Ridge Plan. | Trailhead | Low |

| TRAIL CIP PROJECTS | | |
|---|---|---|
| **Projects** | **Category / Item** | **Level** |
| **Pioneer Ridge-Pocatello Creek Trailhead.** Add trailhead amenities. | Trailhead Amenities | High - in process |
| **Pioneer Ridge-Pocatello Creek Trailhead.** Expand and improve parking surface. | Parking | High - in process |
| **Portneuf River Water Trail**: Remove debris jams between the river access points to open flow and improve navigability of the trail | River Corridor | High |
| **Simplot River Trail Access Point:** Improve surface and slope of the access points, formalize parking area with signage, add staging area for groups, and install signage in-river to announce take-out. | River Corridor | High (applied for funding 2025) |
| **Upper City Creek Trailhead**: Add trailhead amenities including restroom, kiosk, and pavilion. | Trailhead Amenities | High |
| **Upper City Creek Trailhead**: Move and expand parking area to south onto City property. | Parking | High |
| **Water Trail Trailheads:** Assess improvement needs at other river access trailheads. | Trailhead | Moderate |

| PARK RECOMMENDATIONS | | |
|---|---|---|
| **Recommendations** | **Source** | **Level** |
| **Alameda Park**: Replace asphalt walk with concrete and increase width. | Walkways | Low |
| **Alameda Park**: Replace playground equipment and surfacing. | Playgrounds | High |
| **Alameda Park**: Add accessible walkways to playground. | Walkways | High |
| **Alameda Park**: Add tables/benches. | Tables/Benches | High |
| **Ammon Park**: Relocate playground when replacing to reduce distance and topography between amenities and access points. | Playgrounds | Low |
| **Ammon Park**: Relocate shelter when replacing to reduce distance and topography between amenities and access points. | Shelters | Low |
| **Ammon Park**: Grade parking lot and pave or add road base including accessible parking spaces. | Parking | Moderate |

| PARK RECOMMENDATIONS | | |
|---|---|---|
| **Recommendations** | **Source** | **Level** |
| **Ammon Park:** Align with proposed development to formalize access from Lakeview Drive. Formalize informal paths from neighborhood by improving signage and/or creating a paved path. | Walkways | High |
| **Bonneville Park**: Relocate playground nearer to public access point when replacing | Playgrounds | Low |
| **Brady Park**: Grind heaving slabs or replace internal walks and increase width. | Walkways | Low |
| **Brady Park**: Upgrade chain link fence around concrete monolith/foundation. | Fencing | Low |
| **Brady Park:** Complete connection of internal walk to sidewalk at south corner of park adjacent to Wyeth St. | Walkways | Low |
| **Bremmer Park:** Plant succession trees. | Vegetation | Low |
| **Bremmer Park:** Create accessible connection to play area. | Walkways | Low |
| **Caldwell Park:** Add accessible ramp into play area. | Ramp | Moderate |
| **Caldwell Park:** Repair/repaint worn furnishings. | Repair | Moderate |
| **Centennial Park:** Replace parking lot or restripe parking area. | Parking | Moderate |
| **Centennial Park**: Replace playground safety surfacing (EWF) | Playground | Low |
| **Centennial Park:** Add amphitheater down to the river. | Amphitheater | Moderate |
| Enable access to **Centennial Park** at northernmost point of park, through lot at end of Idaho St after intersection with Hayes Ave., then build trail or formalized access from that point towards park body. | Walkways | High |
| **Constitution Park:** Add curb cut at accessible parking spaces. | Parking | Low |
| **Constitution Park:** Add accessible walk connecting to play area. | Walkways | Low |
| **Constitution Park:** Repair/replace damaged furnishings. | Repair | Low |
| **Constitution Park:** Allow access from north border of the park in same manner as along off-shoots of Opal Ave along east border. At least provide gate access at Samuel St. and 5th Ave. intersection. | Access | Low |

| PARK RECOMMENDATIONS | | |
|---|---|---|
| **Recommendations** | **Source** | **Level** |
| **Empire Park**: Add safety surfacing or remove slide. | Playgrounds | Moderate |
| **Empire Park**: Add accessible walk to connect shelter to street and neighborhood. | Walkways | Low |
| **Freckleton Park**: Add accessible parking spaces to north end of Community Recreation Center parking. | Parking | Low |
| **Freckleton Park**: Add walks to connect to park amenities. | Walkways | Low |
| **Freckleton Park**: Confirm fall zones are adequate for slide and swings and expand safety surfacing or replace structures as necessary. | Playground | Moderate |
| **Freckleton Park**: Add fence or vegetation buffer between park and UPRR. | Fencing | Low |
| **Fremont Park**: Connect swings to walk. | Walkways | Low |
| **Fremont Park**: Add accessible ramp into play area. | Ramp | Low |
| Ensure future development surrounding **Gold Star Park** offers trail connections to the park. | Access | Moderate |
| **Halliwell Park**: Replace press box/concessions structure | Facility Structure | High |
| Additional pedestrian facilities along Alameda Rd. would allow neighborhoods along Jones Dr. and Bryan Rd. to access **Halliwell Park**. | Access | Low |
| **Hawthorne Park:** Add accessible seat areas at fields connected to parking and street. | Tables/Benches | Low |
| **Hawthorne Park**: Improve crossing of W Eldridge Rd. connecting to Halliwell Park. | Access | Moderate |
| Improve access **Indian Hills Soccer complex** by connecting trails to **Edison Fichter Trail** along houses on Arapahoe St | Access | Moderate |
| Ensure future development allows trail and pedestrian access between homes to **Legacy Park**. | Access | High |
| **Legacy Park.** Add new restroom. | Restroom | High |
| **Legacy Park.** Add new pavilion. | Shelter | High |

| PARK RECOMMENDATIONS | | |
|---|---|---|
| **Recommendations** | **Source** | **Level** |
| **Memorial Park**: Add accessible walk connection to swings and table(s). | Walkways | Low |
| Add additional pedestrian crossings to connect between the road- and river-separated areas that make up **Memorial Park**. | Access | Low |
| **N.O.P. Park**: Delineate parking spaces and improve accessible parking. | Parking | High |
| **N.O.P. Park**: Add restroom at baseball fourplex. | Restroom | High |
| **N.O.P. Park**: Add lights to softball fields (2) and baseball fields (4). | Lighting | Moderate |
| Ensure safe access to **N.O.P Park** by pedestrian UPRR Crossing at Eldredge Rd. and Everett Ave. Allow additional access to **N.O.P. Park** at end of Nixon Rd. | Access | Moderate |
| **OK Ward Park**: Extend accessible walk at softball complex to concession stand and backstop viewing areas. | Walkways | Moderate |
| **OK Ward Park**: Add new restrooms. | Restroom | Moderate |
| **OK Ward Park**: Replace concession stands. | Facility Structure | Moderate |
| **OK Ward Park:** Recruit local food trucks once a week to host a “Food Truck” day | Program | Low |
| **Optimist/Tydeman Park**: Designate accessible parking near backstops. | Parking | Moderate |
| **Pioneer Park**: Grind heaving slabs or replace internal walks. | Walkways | Low |
| **Rainey Park**: Improve river access. Stabilize surface, reduce slope, increase width. New wetland, river access, & parking area. | River Access | High |
| **Raymond Park**: Add accessible connections to individual picnic tables. | Walkways | Low |
| **Raymond Park**: Add accessible ramp into play area. | Ramp | Low |
| Continue Greenway trail through **Raymond Park** to improve access. | Walkways | Moderate |
| Create safe pedestrian crossing to **Rose Garden Park** across 4th and 5th Aves. | Access | Moderate |

| PARK RECOMMENDATIONS | | |
|---|---|---|
| **Recommendations** | **Source** | **Level** |
| **Upper Ross Park**: Provide connection to accessible parking. | Walkways | Moderate |
| **Upper Ross Park**: Designate accessible parking spaces near sidewalks to restroom. | Parking | Moderate |
| **Upper Ross Park**: Continue maintenance by inspecting and replacing bolted climbs at Sunnyside and Shadyside Climbing Areas. | Maintenance | Moderate |
| **Lower Ross Park**: Replace carousel shelter roof. | Shelter | Moderate |
| **Lower Ross Park**: Add accessible ramp to playground. | Ramp | Moderate |
| **Lower Ross Park**: Add accessible sidewalks to individual picnic tables | Walkways | Low |
| Ensure pedestrian facilities along 2nd Ave. through **Lower Ross Park**, bring greenway trail south from Fredregill Rd. along border of Upper Ross to ease access from those north of both Ross Parks. Create additional Greenway UPRR crossing to neighborhoods south/west of the tracks. | Access | High |
| **Sacajawea Park**: Designate accessible parking spaces near opening in fence. | Parking | Low |
| **Scardino Park**: Relocate play area closer to west end of park. | Playground | Low |
| **Scardino Park**: Build new structure closer to west end of park. | Shelter | Low |
| **Scardino Park**: Connect shelter and play area to street and neighborhood with accessible walk. | Walkways | Low |
| **Scardino Park:** Develop new parking area on recently acquired land on other side of the park. | Parking | Moderate |
| Formalize the informal access to **Scardino Park** at the northeast border of the park from Park Lane, add trail access from Marinus Lane to connect adjacent neighborhoods north of the park. | Access | Low |
| **Simplot Square**: Repair heaving/differential setting in paver areas. | Walkways | High |
| **Sister City Park**: Provide accessible sidewalk to playground from parking area. | Walkways | Low |

| PARK RECOMMENDATIONS | | |
|---|---|---|
| **Recommendations** | **Source** | **Level** |
| **Sister City Park**: Control or improve access on steep slopes in disc golf area to control erosion. | Access | Low |
| **Sister City Park:** Ensure pedestrian access by improving pedestrian facilities along Satterfield, crossing from Kirkwood Meadows. Improve trail connection to northernmost part of Sister City Park so that neighborhoods adjacent to the north can access without a car. | Access | Low |
| **Taysom Rotary Park**: Add accessible sidewalks to individual picnic tables. | Walkways | Low |
| **Taysom Rotary Park:** Add a pedestrian bridge to connect with neighborhood west of the river. | Access | Low |
| **Westello Park**: Replace play equipment. | Playground | Low |
| **Westello Park**: Add accessible ramp into play area. | Ramp | Low |
| **Westello Park**: Extend sidewalk around playground to Highland Blvd connect to swings and shelter. | Walkways | Low |
| Connect to **Westello Park** across Trail Creek Rd. to the neighborhood along Balboa Rd. | Access | Low |

# Future Planning and Code Recommendations

## COMPLETE A COMPREHENSIVE TRAILS PLAN

One of the more prominent areas of public need and interest that was heard in the various forms of community engagement in this planning process was the strong desire for more trail connections (paved and unpaved), improved connectivity and walkability within the city itself, and connections to regional trails. This PROST Plan continues to acknowledge and support the community's interests in these recreational assets and provides guidance on future trail design and development. As a result, the consulting team recommends that the Department complete a comprehensive trails plan that includes an extensive community engagement process to identify a multi-use systemwide pedestrian and bicycle infrastructure network. Tasks may include the following:

**Existing Conditions and Plan Alignment**

- Review and Summary of Existing Plans, Reports, and Studies
- Inventory location and condition of existing multi-use trails and on street active transportation facilities; geodatabase update
- Inventory location and condition of existing soft surface facilities; geodatabase update
- Inventory location of trailheads and access points.
- Inventory of wayfinding and signage.
- Complete maintenance assessment of existing trails, including ownership/maintenance responsibilities; create geodatabase

- Create Opportunities and Challenges Map to summarize inventory and assessment results
- Map scenic, historical, and natural features associated with soft surface trail systems

**Trail Gap Analysis & Field Verification**

- Reconcile the existing GIS data, updated during the inventory phase, with incomplete or desired trail projects identified in previous planning efforts
- Identify new connections and on-street facilities that emerge from community engagement and previous benchmark or level of service analyses, observed social trails, and examination of connectivity to key community destinations
- Develop preliminary routes map for off street (multi-use trails), on-street active transportation, and soft surface facilities (re-routes or new routes) that will also identify the location of surface and grade-separated crossings (streets, railroads, water (bridges/culverts)
- Field verify proposed alignments for viability and revised based on the results of ground-truthing and any additional landowner outreach conducted by City staff

**Options and Recommendations**

- Identify new location of new access points and trailheads
- Identify major improvements to existing trailheads, parks, and open space facilities to support the trail system
- Develop estimates of Probable Cost
- Develop wayfinding and signage standards
- Map future improvements for wayfinding and signage
- Analysis of capital improvement scenarios to identify alternative levels of investment in facilities to achieve build-out of the proposed system
- At-grade Crossing recommendations
- Grade Separated Crossing recommendations
- Soft surface recommendations including management scenarios such as directional or single use trails

**Funding and Implementation Strategies**

- Project Prioritization Framework and Results
- Funding Strategies Matrix
- Development Code and Fee Assessment Report
- List of Partnership Opportunities and Organizations

**Plan Production**

- Draft Plan Outline
- Administrative Draft Plan
- Implementation Action Plan
- Public Draft Plan and Appendices
- Final Plan for Adoption (digital file package and one bound, hard copy)
- Geodatabase and Map Packages of all GIS data associated with the Plan
- Final maps and supporting visual exports (PDF)

## CODE RECOMMENDATIONS

The following code recommendations are founded in analysis from the consulting team based on the City of Pocatello's codes, requirements, and standards.

### LAND USE CODE ASSESSMENT

- Much of the parks, open space, and trails related language in the City's current Development Code does not address the establishment of new lands. Some language in the section detailing Development Standards (Chapter 17, Section 5) refers to the establishment of common open space for development, but there are no specific standards addressing land dedication for parks.
- The Development Code does establish a committee to review land use and development requests prior to permitting development, which would be the group along with the Parks and Recreation Director who would review plans against new established dedication and design standards.

### PROPOSED LAND DEVELOPMENT CODE AMENDMENTS

- Incorporate the Parks, Recreation, Open Space, and Trails Plan (PROST Plan) by reference in Chapter 17, Section 5: Development Standards, using specific language establishing the Plan.
- Integrate language into the general development standards to identify how these standards and development should follow the recommendations of the PROST Plan. Specifically;
- Add a new Section **17.05.640 "Parks, Open Space, and Trails Standards"** to establish:
    - Recognition of the current PROST Plan as guidelines for standard development.
    - Public land dedication standards and minimum criteria for approval or acceptance of dedicated land:
        - Specific dedication standards should be determined by a separate nexus study analyzing the public impacts of development to establish quantity of land required for dedication.
        - The nexus impact study would establish land dedication amounts and a fee-in-lieu program for smaller parcels to maintain the existing level of service of parks, open space, and trails for Pocatello residents. A separate impact study process must be completed to determine the specific number of acres for minimum lot size. The impact study should be repeated annually to update fee in lieu and minimum lot standards.
        - Include section on Design Standards, describing how all land dedicated should meet certain requirements including functional purposes, contiguousness with the existing system, and size.
        - Note that the City has the power to either accept or reject the dedication of land based on the recommendation of the Parks and Recreation Director.
        - Application procedures and review criteria, similar to the language in 17.04.160 Portneuf River Development Standards describing application submittal requirements and review criteria.

Examples of Code Language that could be used to model Pocatello's land dedication standards:

- Westminster, CO **Public Land Dedication**
- Erie, CO **Open Space And Trail Dedications And Fees In-lieu**
- Whitefish, MT **Park Land and Open Space Requirements**

**Recommended Code Language for Pocatello can be found in Appendix D.**

## Recreation Programming Recommendations

The recreational programming of Pocatello's Parks and Recreation Department is strong with over 54 individual programs and offerings that are provided within seven (7) core program areas. Based on some of the Recreation Program Analysis results (found beginning on page 69), there are opportunities to continue to grow and evolve these programs to meet current and potential future community needs. A large aspect that will affect this evolution is growth in capacity, both from a staff perspective and a facility perspective. Based on this analysis, community input, and insights from Department staff, the core program area recommendations detailed below were developed for this PROST Plan.

In general, the Department program staff should continue the cycle of evaluating recreation programs on both individual merit as well as the program mix as a whole. This can be completed at one time on an annual basis, or in batches at key seasonal points of the year, as long as each program is checked once per year. Also based on findings from the Recreation Program Analysis (found on page 65), the following tools and strategies can help facilitate this evaluation process and are recommended by the consulting team:

### CORE PROGRAM AREA MINI-BUSINESS PLANS

The consulting team recommends that Mini Business Plans (2-3 pages) for each Core Program Area be updated on a yearly basis. These plans should evaluate the Core Program Area based on meeting the outcomes desired for participants, cost recovery, percentage of the market and business controls, Cost-of-Service, pricing strategy for the next year, and marketing strategies that are to be implemented. If developed regularly and consistently, they can be effective tools for budget construction and justification processes in addition to marketing and communication tools.

These Core Program Area business plans should include but not be limited to the following areas of focus:

**A. Name of Core Program Area**

**B. Core Program Area Overview**
   a. Desired outcomes/participant and community benefits
   b. General program description(s)
   c. Target participation levels
   d. Length of program offerings (session duration)
   e. Frequency of programs (reoccurring, one-time, seasonal, etc.)

**C. Target Audience:**
   a. Age(s)/other unique demographic identifiers
   b. Program location(s)

**D. Marketing and Communications**
   a. Methods of promotion
   b. Frequency of promotions

E. **Financial Performance**
   a. Estimated cost-of-service
   b. Target cost recovery
   c. Estimated cost to user(s)

**F. Lifecycle Management**
   **a.** Schedule of evaluation
   **b.** Additional performance measures

## PROGRAM DEVELOPMENT & DECISION-MAKING MATRIX

When developing program plans and strategies, it is useful to consider all of the Core Program Areas and individual program analysis discussed in this Program Assessment. Lifecycle, Age Segment, Classification, and Cost Recovery Goals should all be tracked, and this information, along with the latest demographic trends and community input, should be factors that lead to program decision-making. Community input can help staff focus in on specific program areas to develop new opportunities for various target markets including the best marketing methods to use.

A simple, easy-to-use tool similar to the figure below will help compare programs and prioritize resources using multiple data points, rather than relying solely on cost recovery. In addition, this analysis will help staff make an informed, objective case to the public when a program in decline, but beloved by a few, is retired. If the program/service is determined to have strong priority, appropriate cost recovery, good age segment appeal, good partnership potential, and strong market conditions the next step is to determine the marketing methods by completing a similar exercise as the one seen below.

**Marketing & Promotion Methods**

Program Idea *(Name or Concept):* _____

| Marketing Methods | Content Developed | Contact Information | Start Date |
|---|---|---|---|
| *Activity Guide* | | | |
| *Website* | | | |
| *Newspaper Article* | | | |
| *Radio* | | | |
| *Social Media* | | | |
| *Flyers - Public Places* | | | |
| *Newspaper Ad* | | | |
| *Email Notification* | | | |
| *Event Website* | | | |
| *School Flyer/Newsletter* | | | |
| *Television* | | | |
| *Digital Sign* | | | |
| *Friends & Neighbors Groups* | | | |
| *Staff Promotion @ Events* | | | |

**Internal Factors**

| | | | |
|---|---|---|---|
| *Priority Ranking:* | High | Medium | Low |
| | | | |

| | | |
|---|---|---|
| *Program Area:* | Core | Non-core |
| | | |

| | | | |
|---|---|---|---|
| *Classification* | Essential | Important | Discretionary |
| | | | |

| | | | |
|---|---|---|---|
| *Cost Recovery Range* | 0-40% | 60-80% | 80+% |
| | | | |

| | | |
|---|---|---|
| *Age Segment* | Primary | Secondary |
| | | |

**Sponsorship/Partnership**

| | | | | |
|---|---|---|---|---|
| *Potential Partnerships* | Monetary | Volunteers | Partner Skill | Location/Space |
| | | | | |

| | | | | |
|---|---|---|---|---|
| *Potential Sponsors* | Monetary | Volunteers | Sponsor Skill | Location/Space |
| | | | | |

**Market Competition**

*Number of Competitors* _____

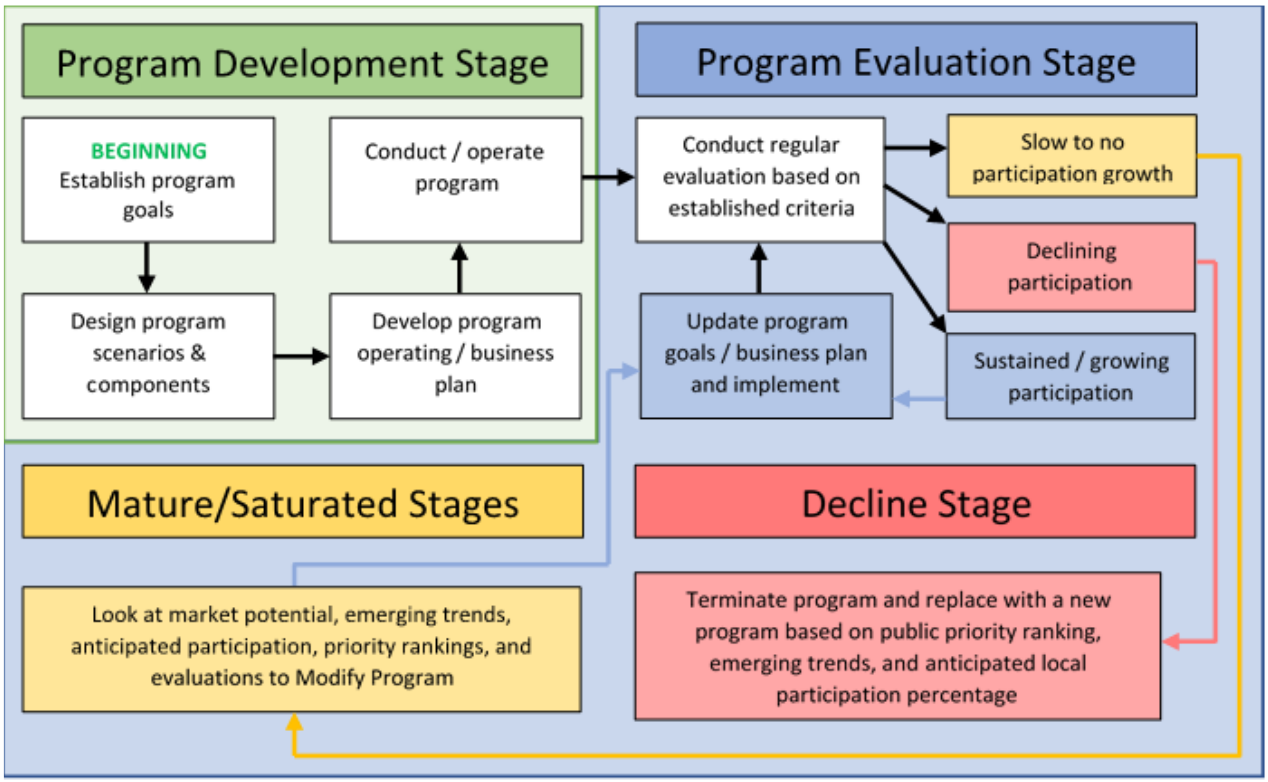
| | | | |
|---|---|---|---|
| *Competitiveness* | High | Medium | Low |
| | | | |

| | | |
|---|---|---|
| *Growth Potential* | High | Low |
| | | |

## PROGRAM EVALUATION CYCLE (WITH LIFECYCLE STAGES)

Using the Age Segment and Lifecycle analysis, and other established criteria, program staff should evaluate programs on an annual basis to determine program mix. This can be incorporated into the Program Operating/Business Plan process. A diagram of the program evaluation cycle and program lifecycle is found in the figure below. During the Introductory Stages, program staff should establish program goals, design program scenarios and components, and develop the program operating/business plan. Regular program evaluations will help determine the future of a program.

If participation levels are still growing, continue to provide the program. When participation growth is slowing (or non-existent) or competition increases, staff should look at modifying the program to re-energize the customers to participate. When program participation is consistently declining, staff should terminate the program and replace it with a new program based on the public's priority ranking and/or program areas that are trending nationally/locally, while taking into consideration the anticipated local participation percentage.



## CORE PROGRAM AREA RECOMMENDATIONS

### Youth Programming

Some of the national trends in youth programming are centered around both new technology and a new understanding of how children play, accessibility for all participants, and the role of parents within that space.

In terms of accessibility, **interactive and sensory play** has become much more important and widely available across parks and recreation agencies in the United States. Some of the national trends in interactive and sensory play include:

- **Nature Immersion:** Partner with an educational farm or nature center to offer a full-day or half-day program where children play and learn in a natural environment, fostering connection with nature, sensory development, and gross motor skills.
- **Sensory Play Oasis:** Dedicate a designated park space or indoor room filled with various sensory experiences like light projections, textured surfaces, bubble blowers, and calming soundscapes for exploration and self-regulation.
- **"Build Your Own Adventure Trail":** Create an interactive trail where children can use recycled materials and natural elements to build bridges, tunnels, and play structures, encouraging collaborative building and creative problem-solving.

Many agencies are turning to technology to advance the way that participants play. This **technology and play fusion**, while costly, can allow an agency to become a leading competitor in a region by offering exclusive experiences based on technology that allows for new and improved playing. This includes:

- **Augmented Reality (AR) Scavenger Hunts**: Facilitate the use of an AR app for families to explore designated parks or historical sites, encounter virtual creatures, or learn local history through interactive prompts.
- **STEAM Play Zone:** Combine science, technology, engineering, arts, and mathematics through interactive exhibits, robotics challenges, coding workshops, and creative STEAM-themed play spaces.
- **Family Drone Coding and Piloting Workshops:** Offer introductory workshops where families learn to code and control small drones in a fun and engaging way.

Lastly, **Intergenerational and Community-Oriented Programs** are becoming more popular in and out of the Parks and Recreation space. Allowing parents and grandparents to get involved in the way their children and grandchildren play is often the optimal method of ensuring repeat participation in programming. Some of the trends around this include:

- **"Grandparents and Grandkids Get Wild" Program:** Organize nature walks, gardening workshops, or storytelling sessions where seniors share their knowledge and experiences with younger children, fostering intergenerational bonding and cultural exchange.
- **"Junior Park Rangers" Program:** Train older children as "junior park rangers" to assist park staff with tasks like trail maintenance, birdwatching surveys, or educational activities, promoting environmental stewardship and leadership skills.

- **"Tiny Chefs" Cooking Classes:** Partner with local farmers markets or restaurants to offer cooking classes for young children and their families, focusing on healthy ingredients, local agriculture, and basic culinary skills.

## Teen and Young Adult Programming

Posing a completely different challenge within itself, teen and young adult programming has seen evolving trends centered around finding ways to get participants in the door. Meeting this demographic in the middle can prove difficult; however, many agencies have worked to find a balance of what teens and young adults want to see within Parks and Recreation programming, including ideas like the following:

**Entrepreneurship programming:**

- Partner with local businesses and entrepreneurs to provide mentorship, resources, and workspace for teens interested in starting their own businesses.
- Offer workshops on business planning, marketing, finance, and legal aspects of starting a business.
- Organize pitch competitions and networking events for teens to connect with potential investors and collaborators.

**Maker Spaces:**

- Provide access to instruction, technology, equipment, and supplies for different skilled trades including those that are technology, art and design, music, and carpentry focused through classes or workshops.
- Organize events and competitions that are challenged based for makers to display their skills.

**Mental Health & Wellness Initiatives:**

- Partner with mental health professionals and organizations to offer workshops and resources on topics like stress management, anxiety reduction, and positive self-image.
- Create a peer support network and connect teens with mentors who have overcome similar challenges.
- Organize mindfulness workshops and yoga classes to promote mental well-being and relaxation.

**Media & Technology Academies:**

- Partner with media professionals and technology companies to offer workshops and training in areas like video production, podcasting, social media management, and coding.
- Provide access to equipment and software for teens to create their own media projects and content.
- Organize contests to highlight teen talent and creativity.

**Environmental Stewardship Programs:**

- Partner with environmental organizations and local businesses to lead projects like tree planting, river cleanups, and sustainable gardening.
- Offer educational workshops on environmental issues and sustainable practices.
- Organize eco-tours and outdoor adventures to connect teens with nature and inspire environmental awareness.

**Arts & Culture Exchange Programs:**

- Partner with international organizations and local artists to offer cultural exchange programs and workshops for teens.
- Provide opportunities for teens to learn about different cultures through art, music, dance, and language immersion.
- Organize international exchange trips and cultural festivals to promote global understanding and collaboration.
- Set up a recording studio for teens and young adults to learn to record music for themselves or a singing group. This can also be a space to learn to play an instrument.

## Adaptive Programming

One of the most impactful areas of programmatic growth for Pocatello Parks and Recreation Department is in the provision of adaptive programs for residents with a full range of special needs. This could include, but is not limited to, those with mobility challenges, as well as programs that are more focused on having sensory and/or behavioral accommodations. Programs in this realm should focus on social interaction, health and fitness, self-direction, movement, expanded competencies, speech and language, and community involvement. Examples of these types of programs include, but are not limited to, fitness, arts and crafts, adaptive sports, educational programs, and outings.

This can be a challenging program area for some municipalities because of the special skill set, training and experience that is required in order to provide these programs in a high-quality manner. If the availability of trained and experienced staff is an issue, it is recommended to explore partnerships with neighboring cities as well as specialized community organizations to better serve residents with special needs throughout the region. One potential partner that the Department should consider working with or offering programming with is nearby Idaho State University's *CW HOG* (Cooperative Wilderness Handicapped Outdoor Group); this partnership could provide opportunities to bolster the Department's own adaptive programming efforts while allowing both the Department and *CW HOG* to have access to shared resources (like programming spaces and staffing) for adaptive recreation.







## Arts and Culture Programming

Arts and cultural programs, especially for agencies serving a relatively diverse community, have seen an increased demand and importance over the past decade. Some recent trends in the field include:

**Youth Arts and Cultural Programming**

- Local universities or research institutions can help agencies to offer STEM-focused workshops, science demonstrations, or robot-building sessions led by scientists and engineers.
- Museums and art galleries can allow agencies to offer interactive learning experiences for children within museum exhibits or organize art workshops based on current exhibitions.
- Children's theatre companies can be partnered with to offer drama and theatre workshops led by professional actors and directors, fostering creativity and self-expression in young children.

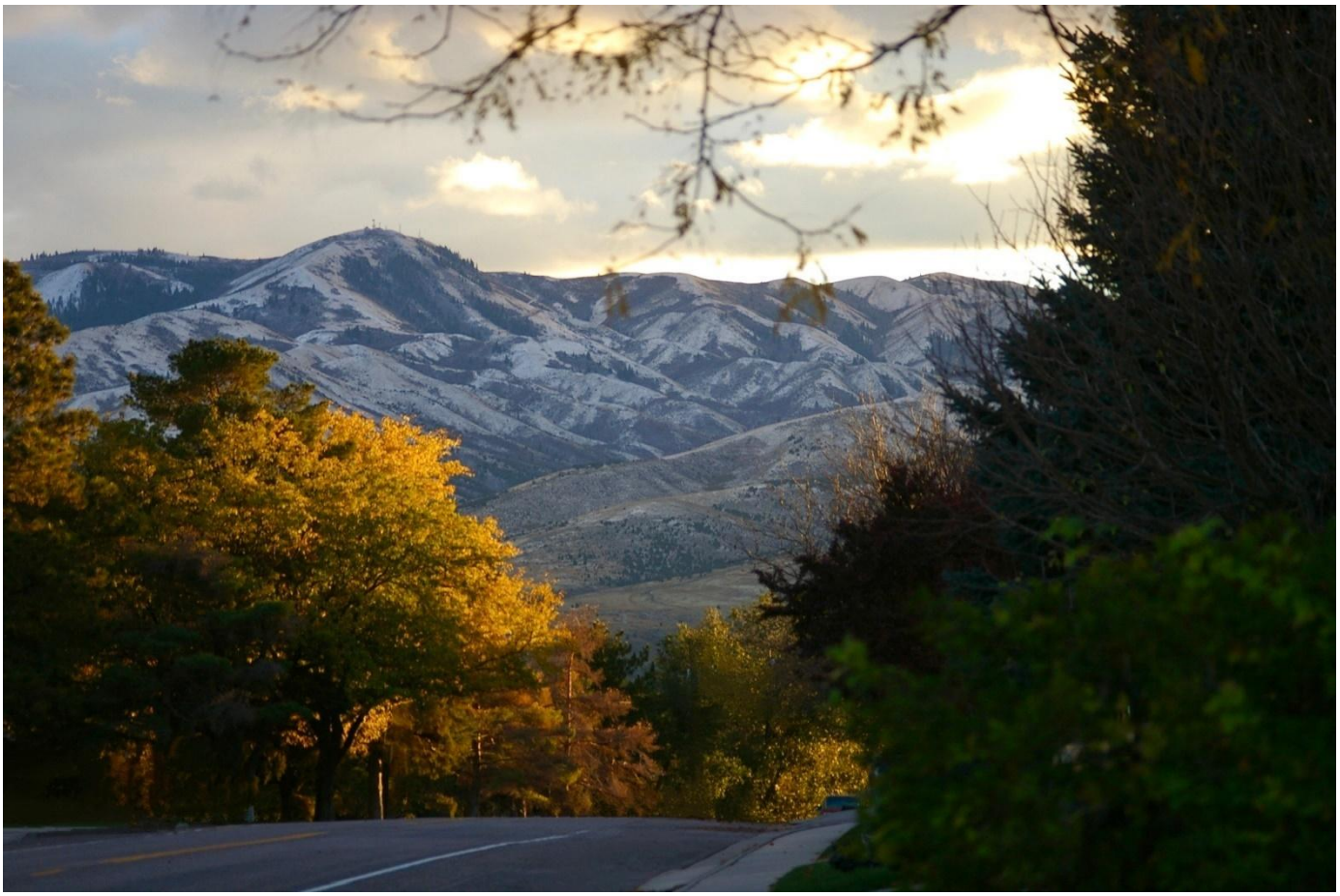
**Young Adult Arts and Cultural Programming**

- Active & Creative Expression:
    - Collaborate with local sports teams and dance studios by offering fitness classes or sports programs with a creative twist, like dance aerobics or parkour training.
    - Partner with local organizations and nonprofits centered around the Arts to plan workshops on filmmaking, music production, or creative writing with renowned artists.
- Civic Engagement & Leadership:
    - Work with Museums and local historic and cultural organizations to organize volunteer projects related to local history preservation or oral history documentation.
    - Connect with environmental organizations to build trails, plant trees, or conduct clean-up projects with teens, fostering environmental awareness and leadership skills.
- Tech Innovation & Entrepreneurship:
    - Partner with universities or local businesses to offer workshops on coding, app development, or startup basics. Host competitions and connect teens with mentors.

**Adult and Senior Arts and Cultural Programming**

- Wellness & Fitness Adventures:
    - Partner with yoga studios and outdoor outfitters to organize guided hikes or paddleboarding trips with yoga or mindfulness sessions incorporated.
    - Collaborate with senior centers and health organizations to offer gentle exercise classes like chair yoga or water aerobics in community centers.
- Lifelong Learning & Cultural Immersions:
    - Work with local Community Theatres to organize acting workshops or host theater nights focusing on mature themes and historical periods.
    - Connect with the local Orchestras to offer music appreciation classes or behind-the-scenes tours of the orchestra for active adults.

- Intergenerational Activities & Mentorship:
    - Partner with schools and youth organizations to organize workshops where active adults can share their skills and experiences with teens, like gardening or cooking classes.
    - Connect with local historical societies or museums to develop programs where active adults can interview and record the stories of senior citizens, preserving local history and fostering intergenerational bonds.



# Operational Recommendations

Aside from the robust recommendations within this PROST Plan pertaining to parks, trails and open spaces, the Consultant Team also spent significant time with Department staff reviewing operational needs and current practices. This section of the plan contains recommendations derived from those work sessions and based on best practices gleaned by the planning team from around the region and the country.

## BUILDING ON EXISTING STRENGTHS

The Department has recently made great strides in elevating its stature and effectiveness in the community as an innovative public service. The sheer magnitude of successful grant awards the City has received attributed to the efforts of the Parks and Recreation Department is impressive and has enabled many new capital projects to be pursued especially in trail projects, accessibility to the Portneuf River, restroom upgrades, and green infrastructure projects. The recent expansion of the Community Recreation Center, upgrade to the Ross Park Aquatic Complex, new pickleball courts, and the development of a new skate park also are great examples of ways in which the Department is working to systematically improve and modernize the parks and recreation system. Other great aspects of the current system include outstanding outdoor recreation programs, the extensive inventory of trails and open spaces, team sports programming, and the culture of partnership within the Department to work with other entities for expanded service opportunities.

## AREAS NEEDING ATTENTION

### Addressing Aging Infrastructure

One of the largest areas of attention needed for the Department as also noted in the CIP recommendations of this plan is the need to systematically upgrade and modernize the aging infrastructure, facilities and amenities across the system. This includes but is not limited to:

- Restrooms
- Pavilions/shelters
- Playgrounds/play equipment
- Irrigation systems
- Signage
- Fences
- Sidewalks
- Parking areas
- Tree canopy

It is recommended to develop a multi-year, phased strategy over the period of the next 10 years to address these issues across the system.

### Staffing Needs

There are several areas in which the Department is understaffed or in some cases not staffed at all. That noted, it is also understood that the Department has a difficult time recruiting new talent due to a number of factors outside of its control. It is also noted this issue is not just with the Parks and Recreation Department but afflicts most City departments on the whole. This issue is largely based on non-competitive compensation levels, low unemployment within the region, and a lack of affordable housing within the community. Having a more competitive salary structure would benefit the Parks and Recreation Department in recruitment and retention.

Aside from modernizing the City as an employer of choice overall, the specific areas that could use additional staff support within the Department are detailed below:

- **Outdoor Recreation Programs** – this is highly demanded area of programming for the Department and is currently inhibited with lack of staff in order to expand those programs.
- **Adaptive Programs** – this is a program area in which the Department wants to grow and develop more offerings, but a lack of specialty trained staff currently prevents this.
- **Older Youth Programs** – this is also a program area in which there is known community needs but requires both additional staffing and a designated facility in order to develop further.
- **Events/Volunteer Coordinator** – the Department currently plans and facilitates numerous special and community events throughout the year. In order to support additional capacity within existing staff, it is recommended to hire a dedicated position focused on events and volunteer coordination.
- **Marketing/Communications** – many parks and recreation departments are realizing the need for a dedicated marketing and communications position and Pocatello is no different. Parks and recreation is the closest thing the City has to a retail service based on the nature in which develops and provides services and offerings to the community. These require regular and modern methods of marketing and promotion in order to create the necessary awareness for residents.
- **Park Planner** – currently there is no dedicated park planner within the Department or within the Planning Department. Given the breadth of the park system infrastructure and upcoming capital projects, it is recommended the City support a dedicated park planner position.
- **Parks, Trails and Facility Maintenance** – this is always an area where parks and recreation departments struggle to maintain proper staff capacity. Specifically in Pocatello, additional resources are needed in forestry and general maintenance.
- **Administrative Support** – there is need for additional administrative support in the Community Recreation Center and supporting team sports programs.

To address current and future staffing issues, the Department should form stronger partnerships with the school district and Idaho State University in Pocatello. Both of these partnerships could help to create a workforce "pipeline for the Department for future staffing needs across all divisions – maintenance, programming, administration, marketing, etc.. These partnerships would require some accommodation in order to be successful including but not limited to more competitive seasonal wages for college-aged workers and flexible work hours for workers still attending high school.

## MAINTENANCE FUNDING RECOMMENDATIONS

Annual maintenance expenses that are a component of total Parks and Recreation Departmental expenditures as well as those annual maintenance allocations in the Facilities Department were identified from the FY 2025 budget. These maintenance expenses were evaluated in two major categories:

1. Park Operations / Maintenance
2. Annual Capital Improvements

Additionally, the scale of each area of maintenance was identified based on the total number of acres maintained (developed park lands and special use facilities) each year. Maintenance of park acres includes all developed public parks such as neighborhood, community, and regional parks, as well as sports and athletic complexes. Maintenance of open spaces was not included in this analysis as it requires considerably less focus per acre than that of developed parks.

The annual maintenance recommendations featured in this PROST Plan are based on a review of current site and facility conditions, national site and facility maintenance best practices, and discussions with Department staff regarding current operational and maintenance needs. The City of Pocatello maintains a high standard of care for its parks and facilities even though so much of the infrastructure is aged, and this is reflective of that same expectation from residents. There are many unique park and recreation sites and facilities within the City's portfolio including:

- 3.7 acres of pocket parks
- 33.8 acres of neighborhood parks
- 148.6 acres of community parks
- 156.6 acres of regional parks
- 247.0 acres of special use facilities/parks (includes 216 acres of golf courses)

All of the park and non-park lands outdoor sites are completely maintained by the Department under the current budget of $554,153. While all these sites and facilities are currently well maintained, these amenities are aging, heavily used, and deteriorating under normal expected impacts (weather, etc.). The costs associated with maintaining these sites and facilities will increase over time as these assets continue to age and get heavily used. As a result, it is recommended there be a nominal increase in annual maintenance expenses stair-stepped over the next five years to better resource the Parks and Recreation Department in meeting these needs.

To further understand both the overall and incremental costs associated with annual park and facility maintenance, the average annual unit cost was calculated. Annual park maintenance unit costs were calculated by acre. The table below depicts the annual maintenance unit costs based on the FY 2025 budget. The data in this table indicates that as of FY 2025, the **average annual maintenance cost of the park system $940/acre.**

There is no national standard for average annual maintenance costs for public park and recreation systems because the maintenance portfolios of each park system vary wildly. With that said, PROS Consulting performs this analysis on public park and recreation systems regularly and over the last 2-3 years has noticed an emerging trend or pattern to the findings. In most cases, average annual park maintenance costs fall between $2,000 - $5,000/acre. Pocatello is considerably lower than these trends.

The tables and graphs below outline the recommendation that annual park maintenance funding increase incrementally over the next several years. While it is unrealistic to assume the City can afford to fund park maintenance several orders of magnitude greater than they do currently, a modest and incremental increase year over year of annual maintenance funding that is grounded in this unit cost methodology is highly justified. **It is recommended that average annual maintenance cost be increased from $940 in FY2025 to $1,050/acre in FY2026, and eventually to $1,250/acre in FY2030.** This would represent a 33% increase in annual maintenance funding from FY2025 to FY2030.

**Annual Maintenance Cost Recommendations**

| | Current Inventory | Unit Type | Current Annual Unit Cost | 2026 Recommended Annual Unit Cost | 2027 Recommended Annual Unit Cost | 2028 Recommended Annual Unit Cost | 2029 Recommended Annual Unit Cost | 2030 Recommended Annual Unit Cost |
|---|---|---|---|---|---|---|---|---|
| **Current Park Maintenance** | 589.7 | acres | $940 | $1,050 | $1,100 | $1,150 | $1,200 | $1,250 |
| | | | **Current Annual Cost** | **2026 Recommended Annual Cost** | **2027 Recommended Annual Cost** | **2028 Recommended Annual Cost** | **2029 Recommended Annual Cost** | **2030 Recommended Annual Cost** |
| **Recommended Park Maintenance** | | | **$554,153** | **$619,185** | **$648,670** | **$678,155** | **$707,640** | **$737,125** |



## Recommended Funding and Revenue Strategies

Through the consulting team's experience in funding and analysis of potential revenue strategies (found in the Funding and Revenue Strategies beginning on page 95), multiple funding strategies fit Pocatello's specific needs and requirements. However, based on discussions with City leadership in the master planning process, there are specific alternative funding recommendations that are more preferred for consideration over the next 10 years. These include, but are not limited to:

- The expanded use of **Corporate Sponsorships** to support more facilities and programs beyond just special and community events as it is utilized currently. The value of these sponsorships can be developed based on annual "impressions" that are rooted in overall visitation and participation levels. That recommended value should be calculated on $0.35 to $0.50 per impression point on an annual basis. This could also be considered a form of **Advertising Sales** as well.
- **Partnership with a Non-profit Conservancy or Friends Group** for assistance in the management of land, amenities and programming are commonly a strong methodology for a municipality to significantly leverage its annual operations and maintenance responsibilities. These are organized fund raising and operational groups who raise money for individual signature parks and or attractions such as zoo's and regional parks. There are over two thousand conservancies in the United States now. This could be a helpful strategy for Idaho Zoo, Memorial Park, or even Ross Park because of its size. The existing organizations such as Friends of the Zoo, Greenway Foundation, and Sagebrush Steppe Foundation could be strengthened if engaged more strategically to assist the parks and recreation system more intentionally with fundraising support.
- **Health Care/Hospital Partnerships** are becoming a major partner for park and recreation agencies to help support the development of community centers that have health related amenities in them like fitness centers, therapy pools and walking tracks. Some health care providers put in rehab centers inside of the community center and pay the development cost associated with the ongoing building costs. While the City is not likely to solely pursue additional indoor fitness and wellness facilities at this time because of the recent expansion of the Community Recreation Center, a partnership with the local healthcare network could stimulate the possibility of such a facility coming about sooner than if the City where funding it on its own.
- **Tax Incremental Financing (TIF)** can be used with an established "TIF District" in which incremental increases in property taxes over a 20-25 year period is utilized to pay or reimburse initial development costs. Establishing a TIF district in areas that are anticipated to experience significant economic development and growth over the next 20 years can fund initial park/trail/greenway development that initially serves as a catalyst for that development.
- A **Public Improvement District (PID)** or **Special Improvement District** can support new developments when authorized by the City Council and legally set up according to state law. This taxing district provides funds especially for the operation and maintenance of public amenities such as parks and major boulevards.
- **Capital Fees** are added to the cost of revenue producing facilities such as golf courses, pools, recreation centers, hospitality centers and sports complexes and are lifted off after the improvement is paid off. Currently this is done in a limited fashion solely with the golf course, but could be considered for most or all of the facilities that have rental, admission or membership fees associated with them.

- **Pouring Rights** are when private soft drink companies execute agreements with the City for exclusive pouring rights within park facilities. A portion of the gross sales goes back to the City. The City of Westfield, IN recently signed a 10 year, $2 million pouring rights deal at their sports complex with Pepsi.
- **Catering Permits and Fees** are licenses to allow caterers to work in the park system on a permit basis with a set fee or a percentage of food sales returning to the City. Also many cities have their own catering service and receive a percentage of dollars off the sale of their food. This could be something considered in the future with food trucks servicing special and community events. This also includes the use of **Private Concessionaires** for operating select facilities/amenities within certain parks or facilities.
- **BUILD Grants** (Better Utilizing Investments to Leverage Development) of the U.S. Department of Transportation, formerly known as TIGER grants, can be sizeable federal funds that can be utilized for large development projects that involve transportation infrastructure. This intersects well with Parks and Recreation on the potential development of trails/greenways and blueways, or water trails.
- **Developer Impact Fees** are used to support neighborhood park development in the property near or in their development as a way of enticing new homeowners to move into the development. The developer pays the impact fee at the time of the permit like impact fees for roads, sewers, and general utilities based on the value of the homes that are being built.
- **Developer Land Dedication Ordinances** can be a productive manner in which to acquire new lan for park, trail and greenspace development. As new development is planned and occurs, private developers are required to dedicate a certain amount of land for these purposes to be managed by the city. This methodology requires specific criteria to ensure the quality of land dedication.



- The current **Transient Tax** collected in Pocatello to support tourism and economic development should have a portion dedicated to parks and recreation needs. The Mountain View Events Center (MEC) currently receives these proceeds, but Pocatello Parks and Recreation facilities are major drivers of regional, statewide and national tourism in the area through events, tournaments, and special programs. Dedicated hotel/motel tax funds could strongly support the needs of the system in continuing to do this well. It is recommended to re-evaluate the distribution of these funds to also support specific parks and recreation sites or facilities (i.e. OK Ward athletic complex or Indian Hills Soccer Complex).
- **Greenway Utilities** allow options to develop the infrastructure within the trail easement. Terms for notification, minimal impact to users and replacing/repairing damage caused by utility company is important. Greenway utilities are used to finance acquisition of greenways and development of the greenways by selling the development rights underground for the fiber optic types of businesses.
- **Naming Rights** have already been a very successful strategy many parks and recreation agencies have used to help support capital and/or operational costs of major facilities in their community. Many cities and counties have been successful selling the naming rights for new buildings or renovation of existing buildings and parks for the development cost associated with the improvement. Thoughtful policies around naming rights is important to maintain the integrity of the program.
- **Lease of Development Rights** below ground specifically along trails have been very successful in many communities to assist with the development costs associated with trail system expansion. This involves leasing the land under or along trails for fiber optics or utilities alongside of trails to support capital and maintenance costs.
- **Interlocal Agreement** with the local school district in particular can dramatically improve both the public accessibility to specific school sites and assets for public recreation, but also improve inequity in a community through increased facility access. These are typically contractual relationships entered into between two or more local units of government and/or between a local unit of government and a non-profit organization for the joint usage/development of sports fields, regional parks, or other facilities.

# Community Profile

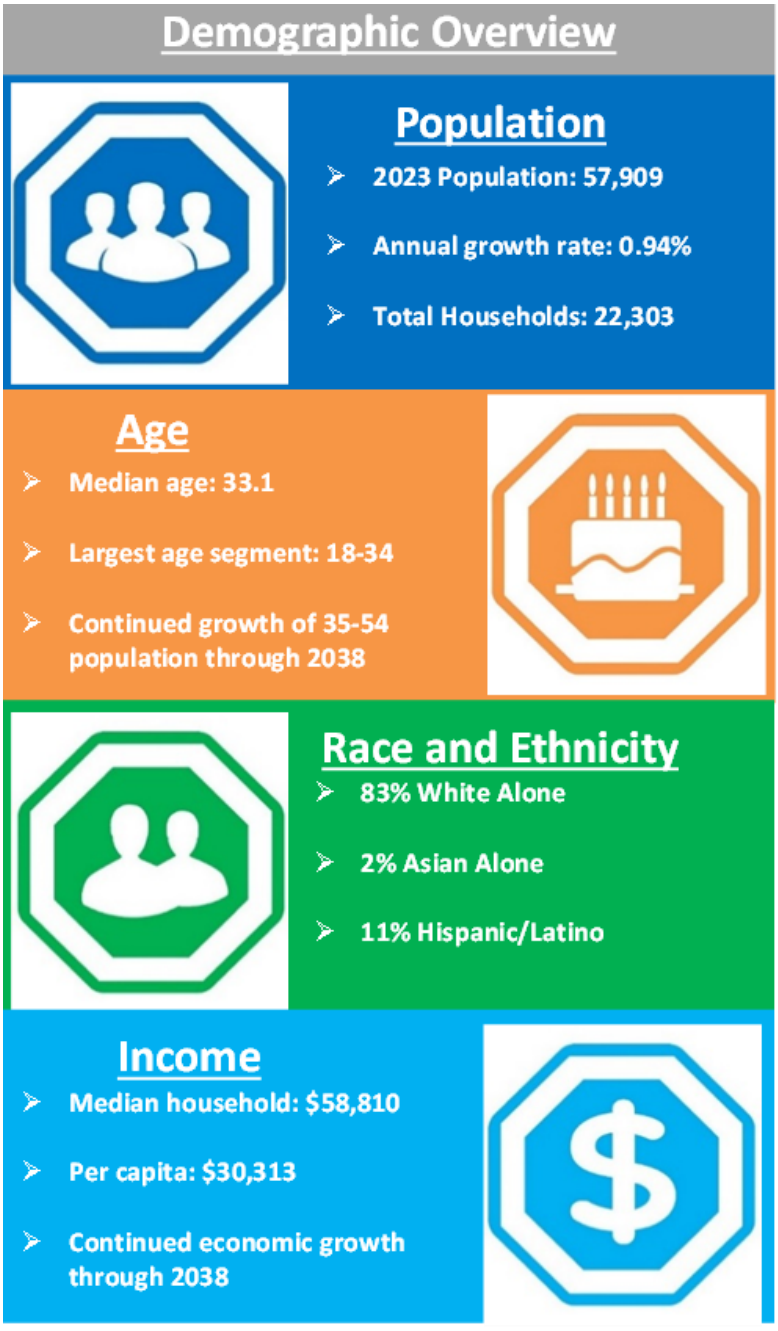
## Introduction

A key component of the Parks, Recreation, Open Space, and Trails Plan is a Demographics and Recreation Trends Analysis. The purpose of this analysis is to provide the Department insight into the makeup of the population they serve and identify market trends in recreation. The report also helps to quantify the market in and around the City and assists in providing a better understanding of the types of parks, facilities, and services used to satisfy the needs of residents.

This analysis is two-fold; it aims to identify the *who* and the *what*. First, it assesses the demographic characteristics and population projections of Pocatello residents to understand *who* the Department serves. Second, recreational trends are examined on a national and local level to understand *what* the population may want to do. Findings from this analysis establish a fundamental understanding that provides a basis for prioritizing the community need for parks, trails, facilities, and recreation programs.

## Demographic Analysis

The Demographic Analysis describes the population in Pocatello. This assessment is reflective of the City's total population and its key characteristics such as age, race, and income levels. It is important to note that future projections are based on historical patterns and unforeseen circumstances during or after the t**ime of the analysis could have a significant bearing on the validity of projected figures. The table to the right** provides an overview of Pocatello's populace based on current estimates of the 2023 population. A further analysis of each of these demographic characteristics can be found in in this chapter.



## METHODOLOGY

Demographic data used for the analysis was obtained from U.S. Census Bureau and from Environmental Systems Research Institute, Inc. (ESRI), the largest research and development organization dedicated to Geographical Information Systems (GIS) and specializing in population projections and market trends. All data was acquired in June 2023 and reflects actual numbers as reported in the 2020 Census. ESRI then estimates the current population (2023) as well as a 5-year projection (2028). PROS then utilized straight line linear regression to forecast demographic characteristics for 10 and 15-year projections (2033 and 2038). ***Please note: Some data has yet to be released from the 2020 Census, resulting in certain analyses utilizing 2010 Census data instead (e.g., age segmentation).***

### Race and Ethnicity Definitions

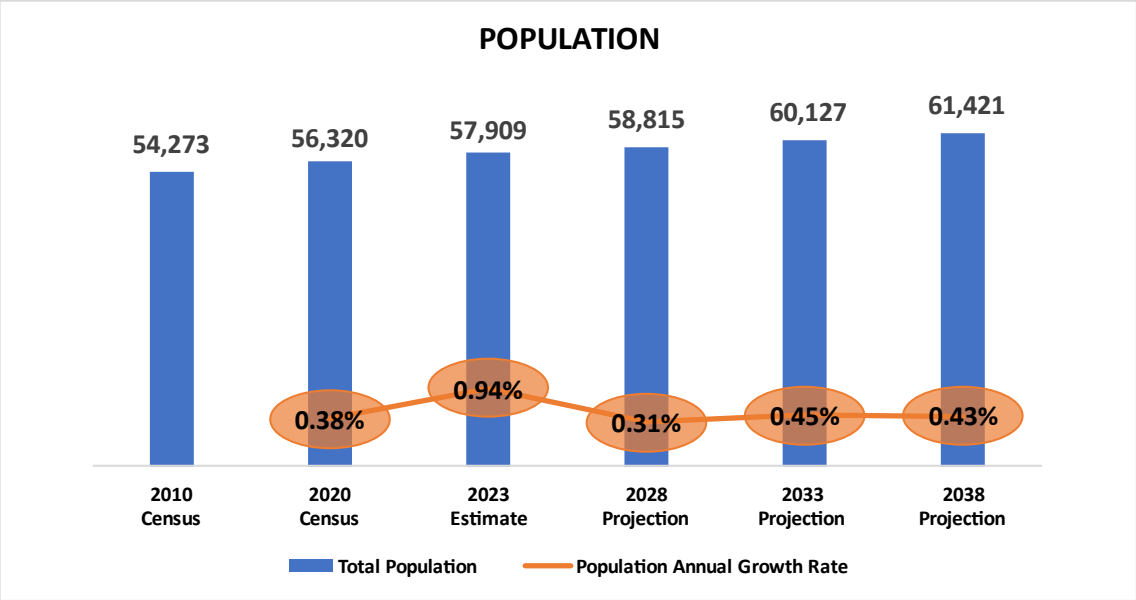
The minimum categories for data on race and ethnicity for Federal statistics, program administrative reporting, and civil rights compliance reporting are defined below. The Census 2020 data on race are not directly comparable with data from the 2010 Census and earlier censuses; therefore, caution must be used when interpreting changes in the racial composition of the US population over time. The latest (Census 2020) definitions and nomenclature are used within this analysis.

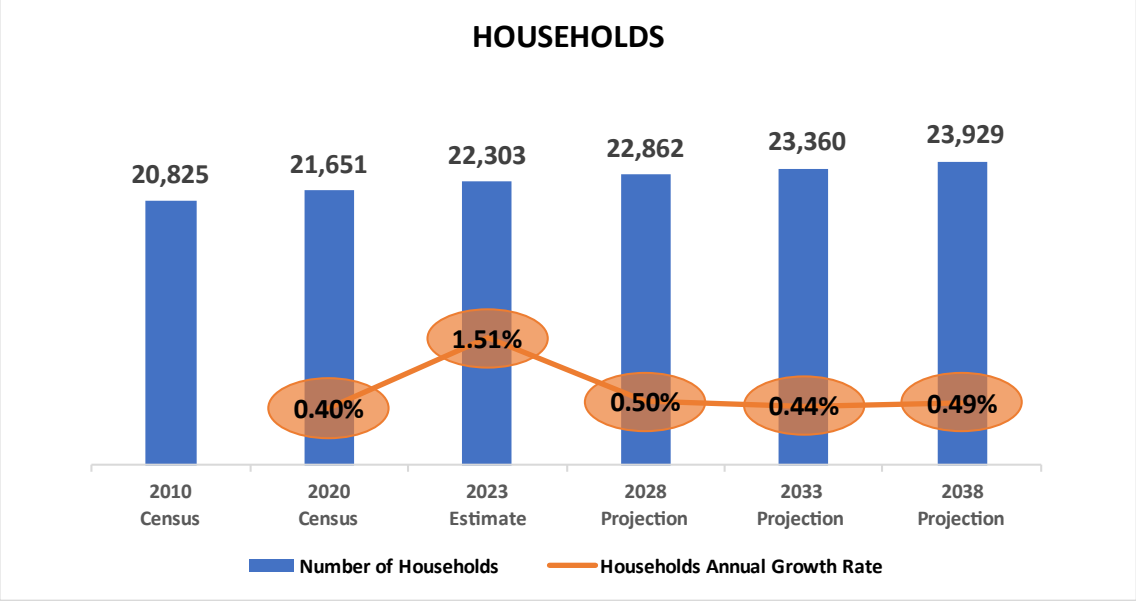
- **American Indian or Alaska Native:** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- **Asian:** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **Black or African American:** A person having origins in any of the black racial groups of Africa.
- **Hispanic or Latino:** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.
- **Native Hawaiian or Other Pacific Islander:** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **White:** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

**Please note:** The Census Bureau states that the race and ethnicity categories generally reflect social definitions in the U.S. and are not an attempt to define race and ethnicity biologically, anthropologically, or genetically. We recognize that the race and ethnicity categories include racial, ethnic, and national origins and sociocultural groups. They define Race as a person's self-identification with one or more of the following social groups: White, Black, or African American, Asian, American Indian, and Alaska Native, Native Hawaiian and Other Pacific Islander, some other race, or a combination of these. Ethnicity is defined as whether a person is of Hispanic / Latino origin or not. For this reason, the Hispanic/Latino ethnicity is viewed separate from race throughout this demographic analysis.

## POPULATION

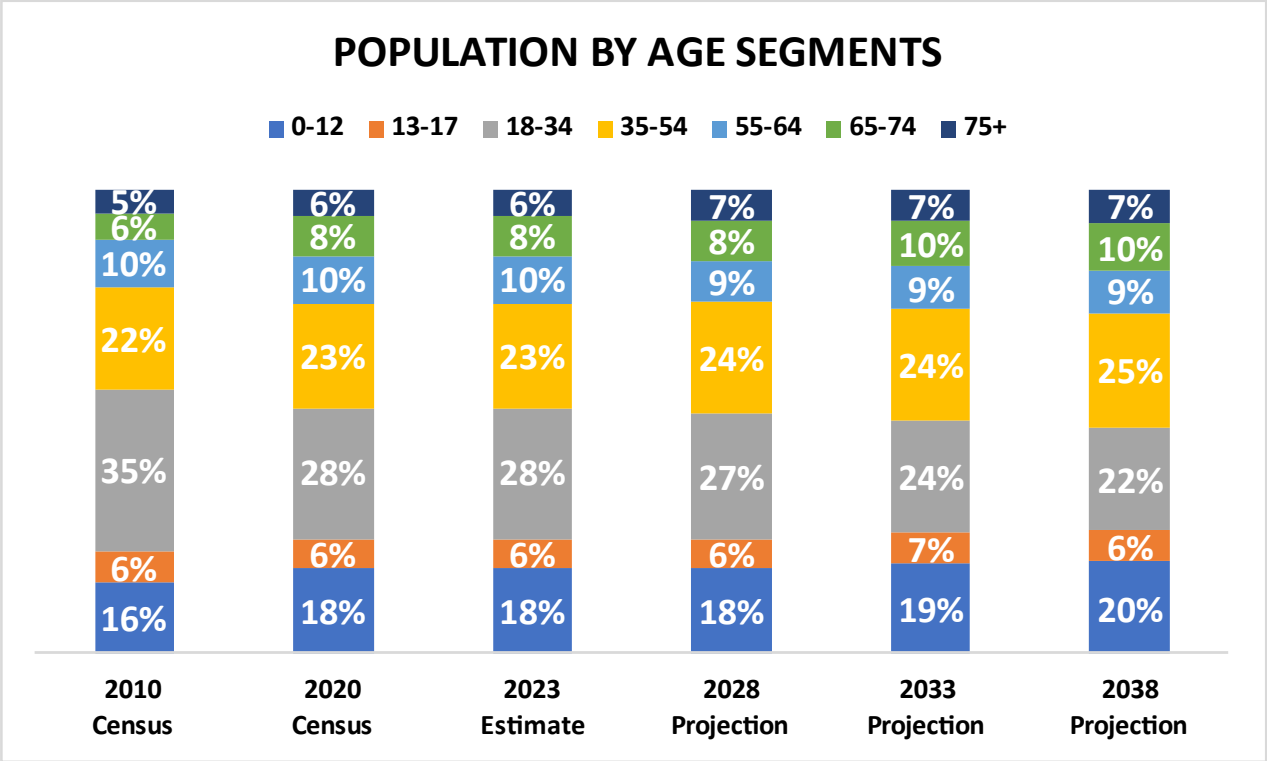
Pocatello has a steadily growing population that ranges from light to moderate yearly increases; in fact, the population has increased from 54,273 in 2010 to an estimated **57,909 in 2023**. Pocatello's population is expected to continue to steadily grow in the following 15 years, where it is projected to reach **61,421 residents by 2038.** The total number of households has also grown at a consistent rate proportional to population growth, increasing from 20,825 in 2010 to an estimated **22,303 in 2023**. By 2038, it is estimated that there will be **23,929 total households** within Pocatello, which is likely to continue growing.



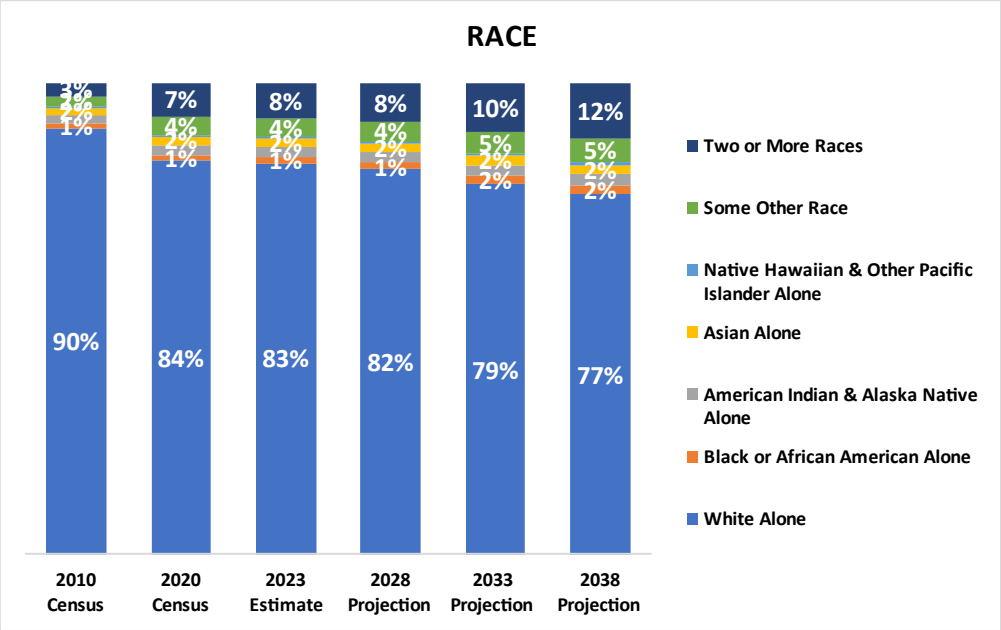
## AGE SEGMENTATION

The largest age segments of Pocatello's current population are **18-34** (28%), **35-54** (23%), and **0-12** (18%), comprising a relatively middle-aged City population. Within the community, there is an aging trend with people between the ages of 18-34, decreasing from making up 35% of the population in 2010 to making up **22% of the population by 2038**; however, the 35-54 age range will inherit a subsequent **3%** growth by **2038** as the population shifts. The median age has risen from 30.2 in 2010 to **33.1 in 2023**, where it projects to continue to increase slightly in the coming years. Therefore, the amenities updated and developed for Pocatello should likely be designed to be appealing for an increasing middle-aged demographic, while also remaining accessible for the elderly and young children.



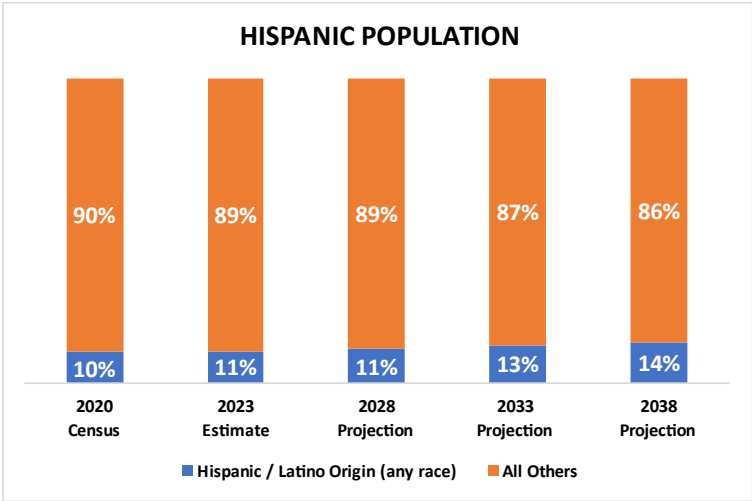
## RACE

Analyzing race, Pocatello's current population makeup is **mostly 'White Alone'**, with the 2023 estimate showing 83% of the population falling into the White Alone category, along with '**Two or More Races'** (8%), and '**Some Other Race'** (4%), representing the second and third largest categories. Predictions for 2028 and beyond expect the population to steadily diversify, with a decrease in the White Alone population, and minor increases to all other race categories. Within this change, the '**Two or More Races'** category will increase the most from **8%** to **12% by 2038.**




## ETHNICITY

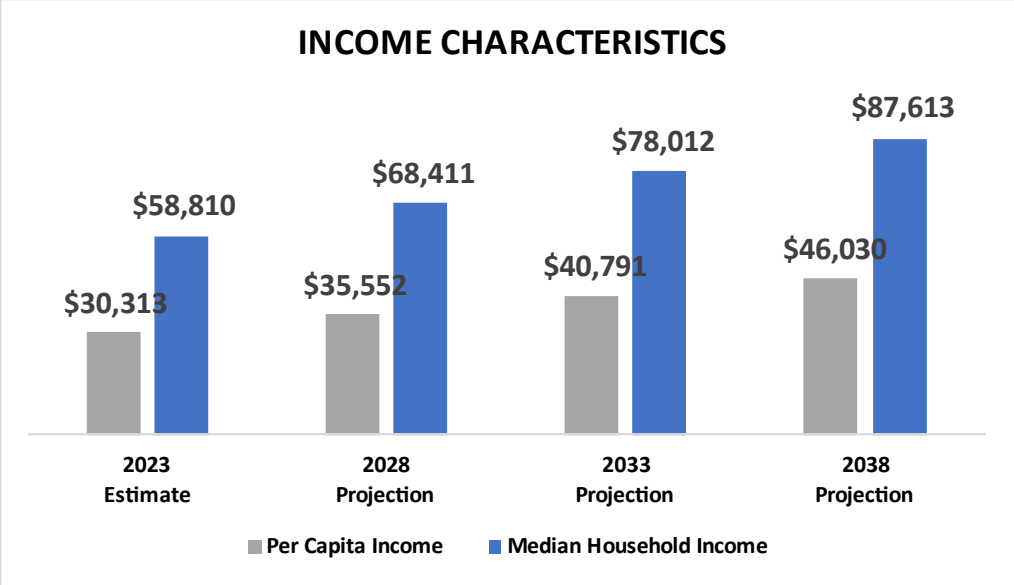
Pocatello's population was also assessed based on Hispanic/Latino ethnicity, which by the Census Bureau definition is viewed independently from race. **It is important to note that individuals who are Hispanic/Latino in ethnicity can also identify with any racial categories identified above.**

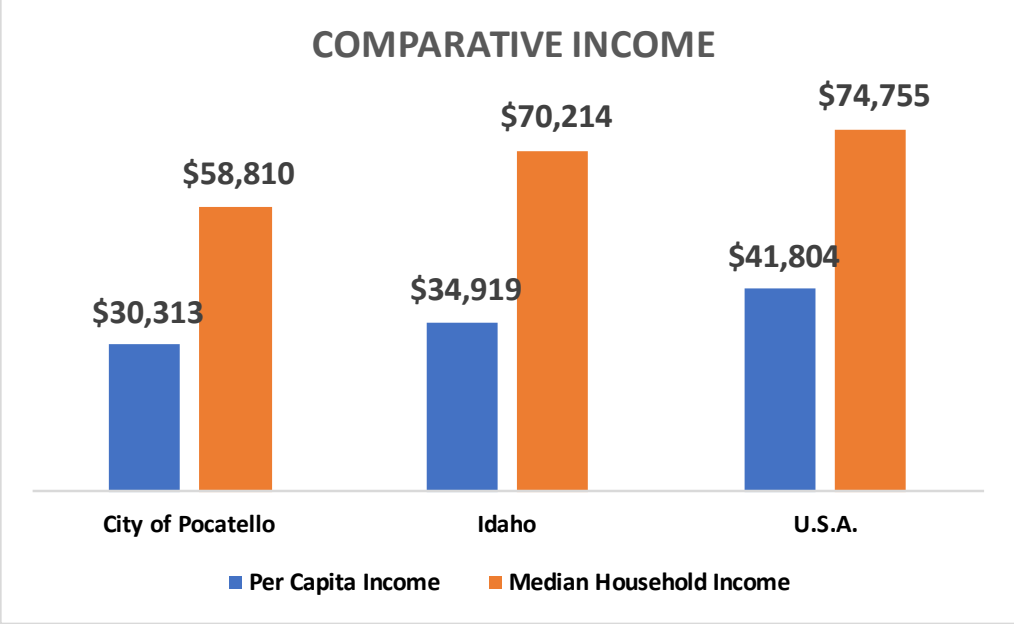



Based on the current 2023 estimate, people of Hispanic/Latino origin represent **11% of Pocatello's population**, which is well below the national average (19% Hispanic/Latino) and slightly below the state of Idaho average (13.5% Hispanic/Latino). The City's Hispanic/Latino population has experienced a minor increase over time and is expected to continue growing slightly to **14% of Pocatello's total population by 2038.**

## INCOME CHARACTERISTICS

When analyzing income, the per capita income is that earned by an individual while the median household income is based on the total income of everyone over the age of sixteen living within the same household. Pocatello's **per capita income** ($30,313) and **median household income** ($58,810) are both well under the state of Idaho averages ($34,919 and $70,214) and national averages ($41,804 and $74,755). Pocatello projects to increase in both median household and per capita income, where the averages are expected to increase to **$46,030 and $87,613 respectively by 2038**. These relatively significant income projections should be taken into consideration when the Department is pricing out programs, calculating cost recovery goals, or planning out amenities for potential parks and trail systems.



## DEMOGRAPHIC IMPLICATIONS

While it is important not to generalize recreation needs and priorities based solely on demographics, the analysis suggests some potential implications for Pocatello, Idaho:

- Pocatello's relatively static population trends indicate a need to identify and understand the interests of all ages, especially **middle-aged** and **adolescent populations**. Adding more recreational activities for the active adult population, such as exercise classes or recreational leagues, may prove to be beneficial in keeping many populations active. In addition to adults, the increasingly high percentage of children under the age of 13 may also give the City a better idea of what offerings may serve the community best.

- Pocatello's below average per capita income and household income characteristics suggest **low disposable income at the individual and family level**. The Department should be mindful of this when pricing out programs and events and considering amenities, while staying aware of the projected upward income trend that they can expect over the next decade.

- In comparison to the United States average (0.61%), Pocatello had a **relatively high annual growth rate from 2020 to 2023** (0.94%). However, the annual growth rate is projected to decrease to 0.31% from 2023 to 2038 but anticipated to climb again in years to come. This population growth should be considered and accounted for when planning new amenities and offerings for the community, as well as the maintenance and upkeep of current offerings.

- Finally, Pocatello should ensure its **diversifying population is reflected in its offerings**, **marketing/communications, and public outreach**. With increasing diversity in both race and age, Pocatello should remain prepared to change its offerings over time.

# Recreation Trends Analysis

The Trends Analysis provides an understanding of national, regional, and local recreational trends as well recreational interest by age segments. Trends data used for this analysis was obtained from Sports & Fitness Industry Association's (SFIA), National Recreation and Park Association (NRPA), and Environmental Systems Research Institute, Inc. (ESRI). All trend data is based on current and/or historical participation rates, statistically valid survey results, or NRPA Park Metrics. The full dataset utilized for this Recreation Trends Analysis can be found in **Appendix A**.

## LOCAL SPORT AND LEISURE MARKET POTENTIAL

The following charts show sport and leisure market potential data for Pocatello residents, as provided by ESRI. Market Potential Index (MPI) measures the probable demand for a product or service within the defined service areas. The MPI shows the likelihood that an adult resident will participate in certain activities when compared to the U.S. national average. The national average is 100; therefore, numbers below 100 would represent lower than average participation rates, and numbers above 100 would represent higher than average participation rates. The service area is compared to the national average in four (4) categories – general sports, fitness, outdoor activity, and commercial recreation.

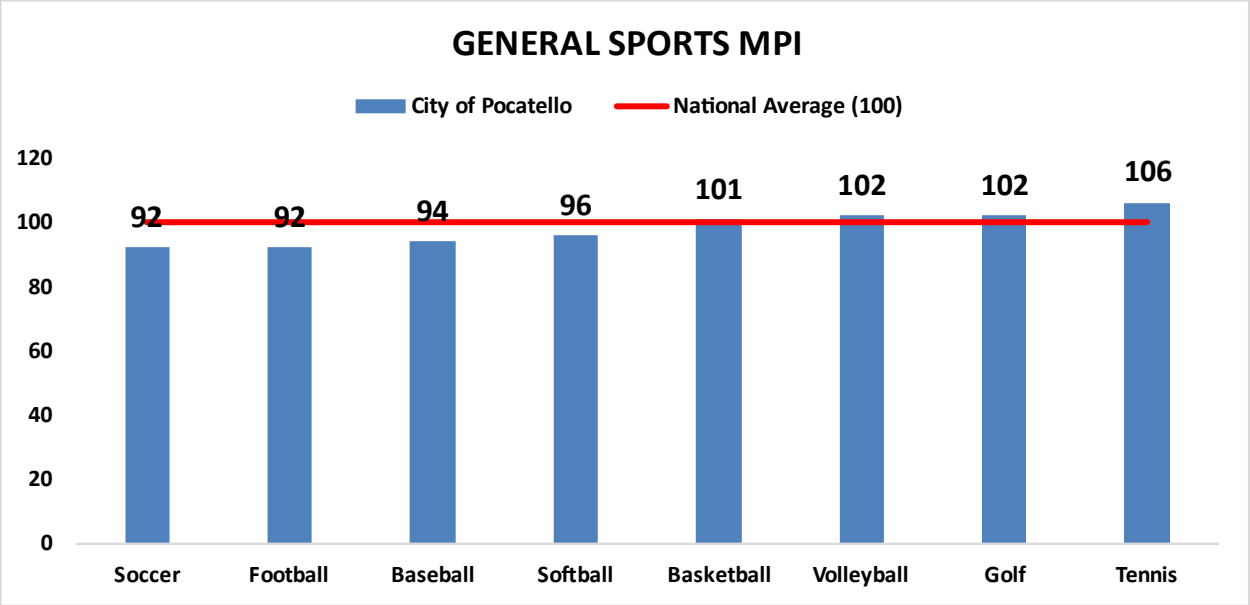
It should be noted that MPI metrics are only one data point used to help determine community trends; thus, programmatic decisions should not be based solely on MPI metrics.

Overall, when analyzing Pocatello's MPIs, the data demonstrates mostly above average market potential index (MPI) numbers in all assessed areas, with high potential in several more specific activities. For example, Tennis and Archery both scored above the national average, while also outperforming most of their other General Sports or Outdoor Activities counterparts according to the analysis. Something to note about Pocatello's MPI scores is that there are very few activities below the national average, with only 14 of the measured 46 activities scoring less than 100. This becomes significant when the Department considers starting up new programs or building new facilities, giving them a strong tool to estimate resident attendance and participation.

The following charts compare MPI scores for 46 sport and leisure activities that are prevalent for residents within Pocatello. The activities are categorized by activity type and listed in descending order, from highest to lowest MPI score. High index numbers (100+) are significant because they demonstrate that there is a greater likelihood that residents within the service area will actively participate in those offerings provided by the Department.

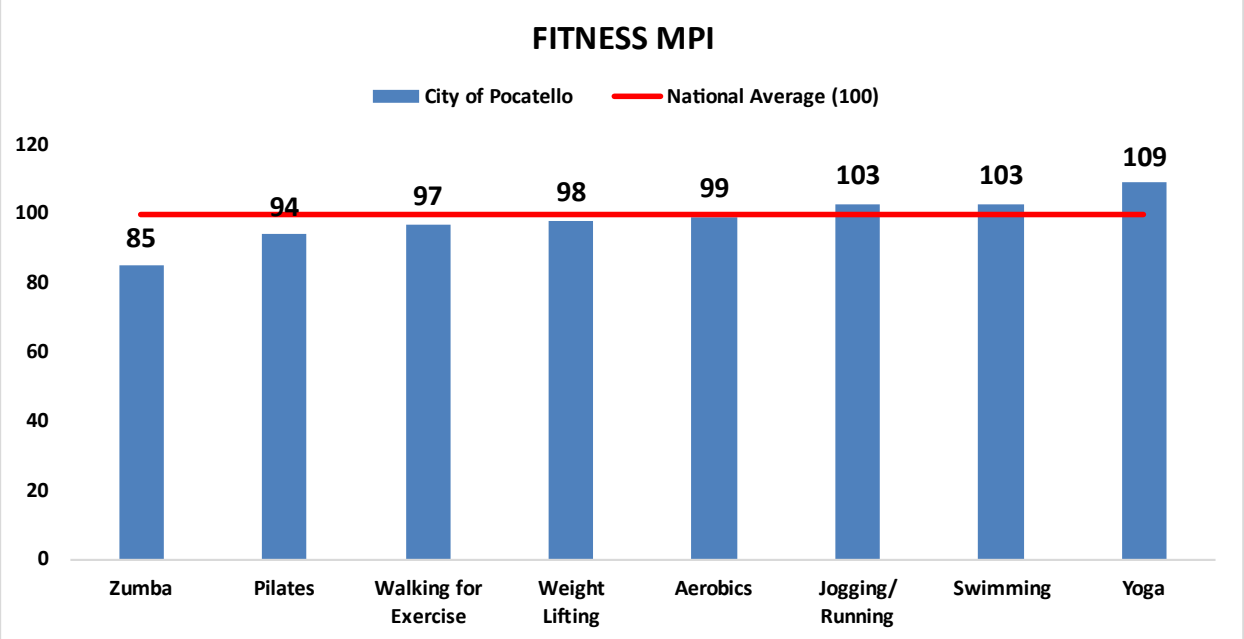
### General Sports Market Potential

The chart on the following page shows that four of Pocatello's recorded General Sports are above the national average regarding MPI: Tennis (106, Golf (102), Volleyball (102), and Basketball (101). Pocatello's other General Sports scores are all below the national average of 100, however, the lowest scoring activities (Soccer and Football, both scoring at 92) still scored above 90. Something important to note is that the scores for General Sports combined make up the lowest average MPI score out of all the service areas in the entire MPI analysis for Pocatello at **98.1**.



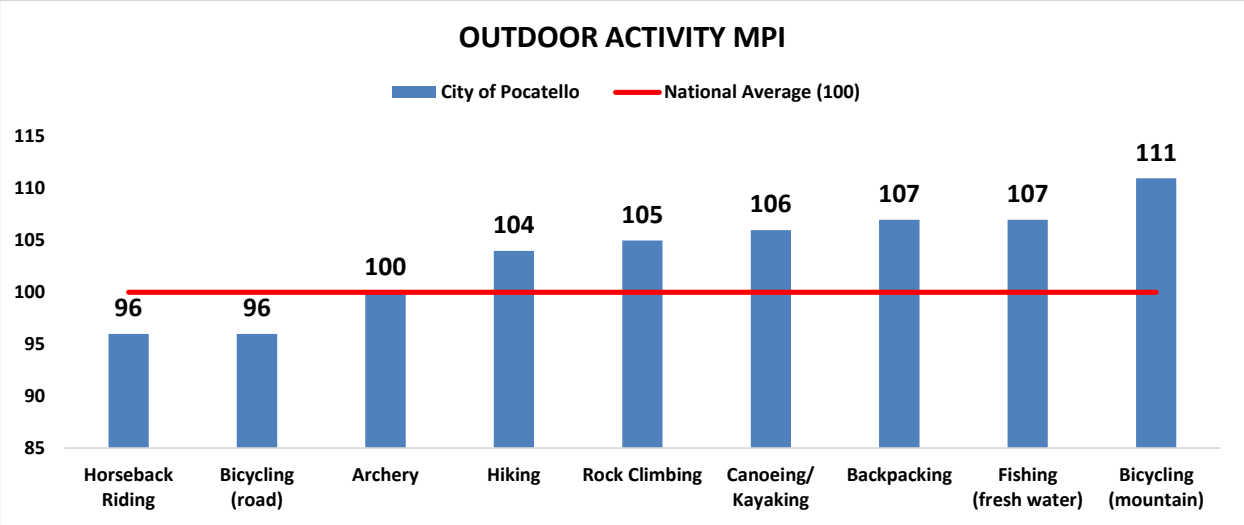

### Fitness Market Potential

Assessing MPI scores for the Fitness Activity category reveals that Pocatello's fitness activities are **mostly below the national average**. Of these activities, Yoga (109), Swimming (103), and Jogging/Running (103) scored the highest, while the rest of the City's activities scored below the national average with Zumba scoring the lowest mark of the entire MPI analysis at 85**.**



### Outdoor Activity Market Potential

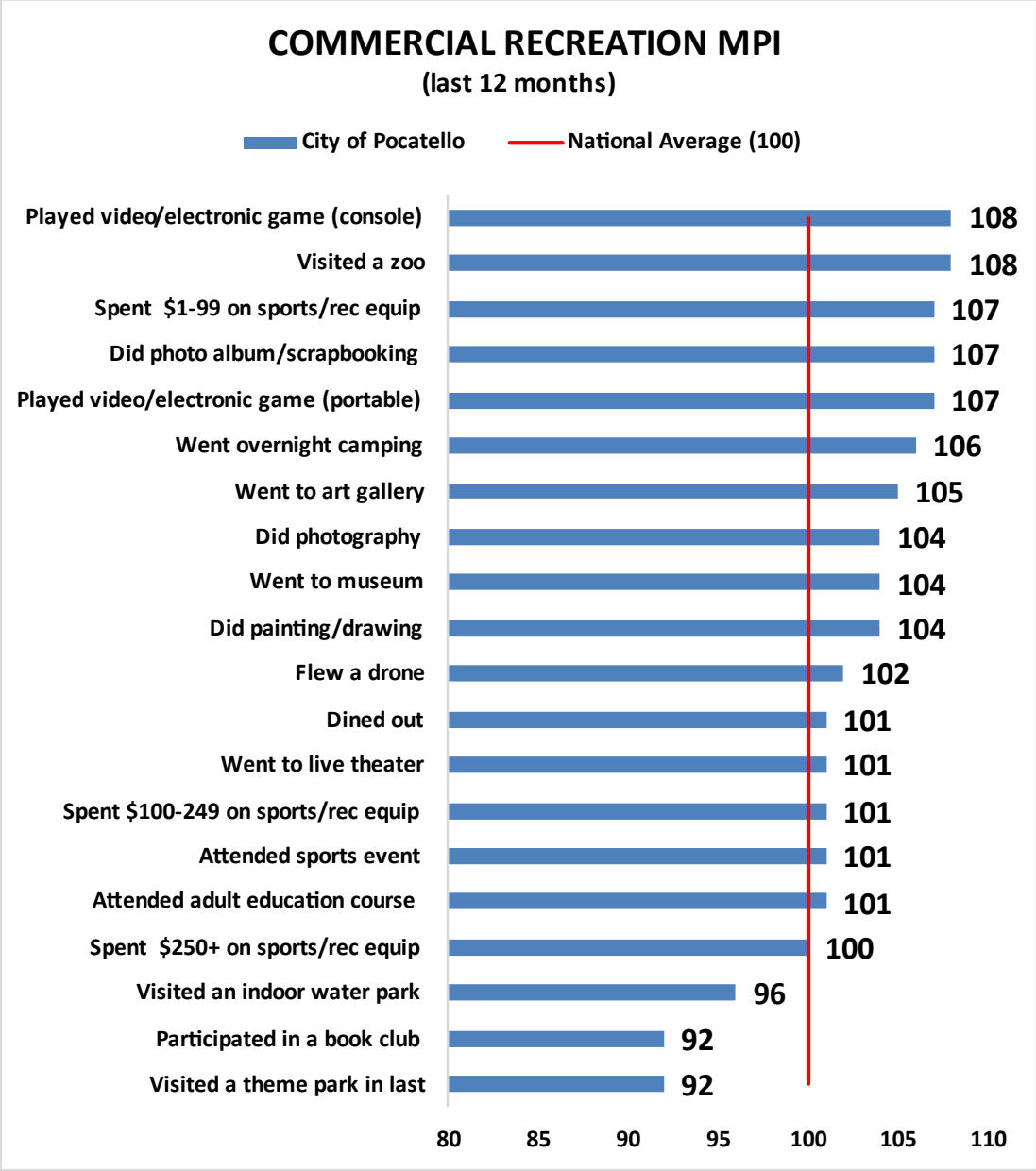
Pocatello's Outdoor Activity MPI chart reflected some similarly strong scores to that of its Fitness MPI; the City is mostly **above the national average**, with the most popular activities being Mountain Biking (111), Freshwater Fishing (107), and Backpacking (107). Alternatively, the lowest scores in the City's Outdoor Activity MPI belonged to Archery (100), Road Biking (96), and Horseback Riding (96).






### Commercial Recreation Market Potential

The Commercial Recreation MPI category reveals that most of the City's recorded Commercial Recreation activities are also **above the national average**, with only a few exceptions. The most popular activities in the service area were 'Played Console Video/Electronic Game' and 'Visited a Zoo', which both scored at 108. The types of activities that are popular in Pocatello are diverse; artistic activities and outdoor activities alike have similarly **high ratings across the board,** though sport/outdoor activities seem to be the strongest user base. One thing to note is the relatively **high willingness to spend money on sports or recreational equipment**, as the 'Spent $1-$99' category scored at 107, the 'Spent $100-249' category scored at 101, and the 'Spent $250 category' scored at 100. Paired with the other MPI ratings (General Sports, Fitness, and Outdoor Activity), these activities could signal potential target areas for new facilities, funding, or programs for the Department.





# Community Engagement Summary

The Pocatello PROST Plan was launched in January 2024, which included a robust public engagement process to inventory the current conditions of the system and to help determine the needs and priorities for the future. The planning process incorporated a variety of input from the community, including a series of key stakeholder interviews, staff input, an online survey and interactive map, and a community-wide statistically valid survey. Details on specific strategies included the following outreach methods:

- Stakeholder interviews with City Council, the Mayor, City Advisory Boards, and other community leadership
- Stakeholder interviews with multiple community groups, including regular users of parks and recreation amenities
- Staff SWOT analysis
- Statistically valid survey
    - Goal was 350 responses, received 582
    - Precision of +/-4.0% at the 95% level of confidence
    - Residents were able to return the survey by mail, by phone or completing it online

The following sections in this chapter summarize and highlight the key findings from each stage of the community engagement process.

## Key Stakeholder and Focus Group Summary

As part of the PROST Plan, key stakeholder interviews were conducted from February through May 2024 to provide a foundation for identifying community issues and key themes. The interviews provided valuable insight and assisted in the development of question topics that were beneficial for the statistically valid community survey. A series of questions that spurred conversation and follow up questions were asked when appropriate. Invited stakeholders were identified by the Department and included representatives from the following major stakeholder groups and community leaders:

- Sports Organizations
- Community Organizations
- Business Organizations
- Regional Governmental Partners
- Advisory Committees and Elected Officials
- City of Pocatello Staff

After speaking with these stakeholders and interest groups, it is apparent that the community possesses pride in the performance of the System and the Department.

### VISION FOR THE PARKS AND RECREATION SYSTEM

Users of Pocatello Parks and Recreation, including individuals and community groups alike, commended the system for what it means to the community and the service it provides to residents. As a result, each stakeholder and community group had their own vision for what could be improved in the system via this PROST Plan. One common vision for the system was to foster more communication with the public regarding system inventory, funding, and programming. Additionally, an emphasis was placed on the system's current need for more connectivity, both through its recreational trail system and the Portneuf river. Finally, the community reinforced the importance of continued transparency from Department leadership, increased awareness, and promotion to the community about what the Department offers,

increased accessibility to Parks and Recreation amenities, and continued presence in the community via partnerships with local businesses, corporations, and organizations.

### RESIDENTS VALUE THE MOST

Residents understand that the park system contributes to the overall quality of life, and they value the size and scope of the park system and the investment the City has made in parks. The current trail system seemed to be a widely used favorite among stakeholders, as well as the amount of open space offered to the community. Additionally, community groups and individual users alike greatly appreciate the amount of free or affordable programming for all ages.

### PARKS AND RECREATION AMENITIES NEEDED

Community organizations also had some specific requests for amenities that they feel would be welcome additions to the parks system in Pocatello. Multiple community members felt that a focus on a local and regional trail system would be widely beneficial, with a higher volume of neighborhood parks, restroom facilities within system offerings (parks and trails), more disc golf courses, a food truck plaza, an ice rink, and a formalized skate park system being desired outcomes for certain community groups as well.



# Benchmark Analysis

The Department identified operating metrics to benchmark against comparable parks and recreation agencies. The goal of this analysis is to evaluate how Pocatello is positioned amongst peer best-practice agencies, therefore, the information sought was a combination of operating metrics that factor budgets, staffing levels, programming, and inventories.

Information used in this analysis was obtained directly from each participating benchmark agency (when available) and information available through the National Recreation and Park Association's (NRPA) Park Metrics Database.

## METHODOLOGY

Due to differences in how each system collects, maintains, and reports data, variances may exist. These variations can impact the per capita and percentage allocations, and the overall comparison must be viewed with this in mind. The benchmark data collection for all systems was complete as of August 2024, and it is possible that information in this report may have changed since the original collection date. **In some instances, the information was not tracked or not available from the participating agencies, which is indicated by a blank space in the data tables where the information was missing.**

The agencies listed below were selected for benchmarking because they are communities of varying sizes, from various parts of the country, and possess varying socioeconomic characteristics. The variety of the populations served by these agencies will allow Pocatello to benchmark itself against communities of similar size as well as communities that they may strive to measure up against in the future. These benchmarked agencies include the following:

- Coppell Parks & Recreation Department (TX)
- Hoffman Estates Parks & Recreation Department (IL)
- Kettering Parks & Recreation Department (OH)
- Missoula Parks & Recreation Department (MT)
- Ogden Parks & Recreation Department (UT)

The table below lists each benchmark agency in the study, arranged by population per square mile.

| Agency | State | Jurisdiction Type | Population | Jurisdiction Size (Sq. Mi.) | Population per Sq. Mi. |
|---|---|---|---|---|---|
| Missoula Parks & Recreation | MT | City | 76,955 | 35.40 | 2,174 |
| **Pocatello Parks & Recreation** | **ID** | **City** | **56,320** | **34.29** | **1,642** |
| Ogden Parks & Recreation | UT | City | 86,825 | 26.60 | 3,264 |
| Hoffman Estates Parks & Recreation | IL | Parks District | 51,744 | 21.25 | 2,435 |
| Kettering Parks & Recreation | OH | City | 57,862 | 18.70 | 3,094 |
| Coppell Parks and Community Services | TX | City | 42,026 | 14.73 | 2,853 |

Of all agencies examined, Pocatello's served population (56,320) falls roughly in the middle of the benchmarked agencies. Pocatello's jurisdiction size served (34.29 square miles), landed near the top of the analysis, giving the community a population per square mile on the lower end (approximately 1,642 residents per square mile) as a result.

## Benchmark Comparison

### SYSTEM INVENTORY

The following tables provide a general overview of each system's inventory, including total park acreage, trail mileage, and recreation facilities. Assessing the level of service for park acres, Pocatello manages the second highest amount of total park acres with 3,691.36 total acres owned or managed. In terms of acres per population, Pocatello has 65.54 total acres per 1,000 residents, which also ranks second in this analysis and easily meets the NRPA median for agencies serving similar sized communities (11.2 acres of parkland per 1,000 residents). Pocatello also owns and manages 53.61 total miles of trails resulting in 0.95 total trail miles per 1,000 residents, which is the second highest value of any agency in this analysis.

| Agency | Total Acres Owned or Managed | Total Miles of Trail Owned or Managed | Acres per 1,000 residents | Trail Miles per 1,000 residents |
|---|---|---|---|---|
| Missoula Parks & Recreation | 5,440 | 97 | 70.69 | 1.26 |
| **Pocatello Parks & Recreation** | **3,691.36** | **53.61** | **65.54** | **0.95** |
| Ogden Parks & Recreation | 987.23 | 75 | 11.37 | 0.86 |
| Coppell Parks and Community Services | 643.85 | 29.60 | 15.32 | 0.70 |
| Hoffman Estates Parks & Recreation | 934 | 11.50 | 18.05 | 0.22 |
| Kettering Parks & Recreation | 416 | 1 | 7.19 | 0.02 |
| NRPA Median for agencies serving 50,000 to 99,999: **11.2 acres of parkland per 1,000 residents** | | | | |

This analysis also included a breakdown of each agency's parkland acres that are developed (and/or regularly maintained) or undeveloped (mostly considered natural areas or open space), as well as the amount of mileage that is paved/hard surface trail and the amount that is unpaved/soft surface trail. Pocatello owns more undeveloped (natural areas or open space) acres (3,257) than acres of developed or regularly maintained parkland (342.66), while also owning more miles of unpaved/soft surface trail (31) than paved/hard surface trail (22.61). The NRPA median is 19 total miles of trail, which Pocatello and most other benchmarked agencies surpass.

| Agency | Acres Developed/ Regularly Maintained | Acres of natural areas/ open space | Total miles of paved/hard surface trail | Total miles of unpaved/soft surface trail |
|---|---|---|---|---|
| Coppell Parks and Community Services | 485.55 | 158.30 | 23.50 | 6.10 |
| **Pocatello Parks & Recreation** | **342.66** | **3,348.7** | **22.61** | **31** |
| Missoula Parks & Recreation | 740 | 4,700 | 22 | 75 |
| Ogden Parks & Recreation | 560.12 | 600 | 17 | 58 |
| Hoffman Estates Parks & Recreation | 921 | 130 | 11 | 0.50 |
| Kettering Parks & Recreation | 383 | 33 | 0 | 1 |
| NRPA Median for agencies serving 50,000 to 99,999: **19 total miles of trail** | | | | |

Each agency was also assessed for their total number of developed parks, playgrounds, rectangular sports fields, and diamond sports fields. Pocatello is firmly in the middle of this section of the analysis, with 27 developed parks, 22 playgrounds, 11 rectangular sports fields, and 26 diamond sports fields.

| Agency | Total Developed Parks | Total Playgrounds | Total Rectangular sports fields | Total Diamond Sports Fields |
|---|---|---|---|---|
| Hoffman Estates Parks & Recreation | 70 | 46 | 20 | 22 |
| Missoula Parks & Recreation | 55 | 42 | 13 | 30 |
| Ogden Parks & Recreation | 44 | 30 | 14 | 12 |
| **Pocatello Parks & Recreation** | **27** | **22** | **11** | **26** |
| Kettering Parks & Recreation | 22 | 14 | 15 | 25 |
| Coppell Parks and Community Services | 17 | 10 | 25 | 25 |

The analysis also included the number of indoor recreation facilities and outdoor aquatic centers/pools owned or managed by each agency. Pocatello has 1 indoor recreation facility that is 29,747 square feet, resulting in a relatively low total square footage for indoor facilities and indoor recreation square footage per 1,000 residents. Alternatively, Pocatello's outdoor recreation facility is quite substantial (105,000 square feet) and lands on the upper end of the analysis resulting in a similarly high outdoor recreation square footage per 1000 residents. The full list of facilities and square footage can be found in the table below.

| Agency | Number of Indoor Recreation Facilities | Total Indoor Recreation Facility Square Footage | Number of Outdoor Aquatic Centers/ Pools | Total Outdoor Aquatic Center/Pool Square Footage | Indoor Recreation Sq Footage per 1,000 residents | Outdoor Recreation Sq Footage per 1,000 residents |
|---|---|---|---|---|---|---|
| Missoula Parks & Recreation | 1 | 22,882 | 1 | 163,800 | 297.34 | 2,128.52 |
| Kettering Parks & Recreation | 2 | 191,000 | 1 | 120,000 | 3,300.96 | 2,073.90 |
| **Pocatello Parks & Recreation** | **1** | **29,747** | **1** | **105,000** | **528.18** | **1,864.35** |
| Ogden Parks & Recreation | 1 | 68,000 | 1 | 55,360 | 783.18 | 637.60 |
| Coppell Parks and Community Services | 1 | 53,000 | 1 | 22,000 | 1,261.12 | 523.49 |
| Hoffman Estates Parks & Recreation | 3 | 53,000 | 1 | 22,000 | 1,024.27 | 425.17 |

## STAFFING

This section compares staffing levels for each system by comparing each agency's Full-Time Equivalents (FTEs, or an agency's equivalent of full-time workers), total FTEs dedicated to recreation programming, and total part-time and/or seasonal employees.

In general, agencies participating in the benchmark study ranged widely from heavily staffed to more limited staffing. Pocatello has 229 total employes, equaling 34 total FTEs and 6.08 total FTEs per 10,000 residents, which is near the bottom of the analysis for both categories and does not exceed the NRPA median for similar sized communities (75.8 total FTEs and 11.1 FTEs per 10,000 residents). **Pocatello is also on the lower side of the NRPA population spectrum (50,000-99,999), therefore not meeting the median can be expected.**

| Agency | Total Employees | Total Full-Time Equivalent (FTEs) | Total FTEs per 10,000 Residents |
|---|---|---|---|
| Hoffman Estates Parks & Recreation | 644 | 163 | 31.52 |
| Coppell Parks and Community Services | 265 | 129 | 30.67 |
| Kettering Parks & Recreation | 400 | 144 | 24.89 |
| Missoula Parks & Recreation | 104 | 64 | 8.30 |
| **Pocatello Parks & Recreation** | **229** | **34** | **6.08** |
| Ogden Parks & Recreation | 191 | 49 | 5.64 |
| NRPA Median for agencies serving 50,000 to 99,999: **75.8 Total FTEs, 11.1 FTEs per 10,000 residents** | | | |

## OPERATING EXPENSE

The table below details each agency's total FY2023 operating expenses, operating expenses in terms of their system acreage, operating expenses in terms of their system acreage, and total operating expenses in terms of staffing.

Pocatello has a relatively low rank among peer agencies for total operating expense ($7.16M), a relatively low position in expense per acre due to the high amount of acreage in the system ($1,988), and the highest expense per FTE ($208,943) in the analysis. Pocatello is performing below the NRPA Median of $9,108 expense per acre, but well above the NRPA median of $99,944 expense per FTE. Lastly, Pocatello had a 37% cost recovery (the amount of operating expenses recovered by earned revenue), which was second highest when compared to the other agencies in the analysis. **It is important to note these results are based on and only as good as the data provided by the benchmark agencies.**

| Agency | Total Acres | Total FTEs | Total Operating Expenses (FY23) | Total Fees, Charges, and Earned Revenue (FY23) | Operating Expense per Acre | Operating Expense per FTE | Cost Recovery |
|---|---|---|---|---|---|---|---|
| Hoffman Estates Parks & Recreation | 934.00 | 163.12 | $ 14,687,112 | $ 10,736,173 | $ 15,725 | $ 90,039 | 73% |
| **Pocatello Parks & Recreation** | **3599.66** | **34.25** | **$ 7,156,286** | **$ 2,662,583** | **$ 1,988** | **$ 208,943** | **37%** |
| Kettering Parks & Recreation | 416.00 | 144.00 | $ 11,272,300 | $ 3,393,000 | $ 27,097 | $ 78,280 | 30% |
| Coppell Parks and Community Services | 643.85 | 128.89 | $ 13,000,356 | $ 2,753,471 | $ 20,192 | $ 100,864 | 21% |
| Missoula Parks & Recreation | 5,440.00 | 63.88 | $ 13,340,000 | $ 2,670,000 | $ 2,452 | $ 208,829 | 20% |
| Ogden Parks & Recreation | 987.23 | 49.00 | $ 6,670,713 | $ 475,048 | $ 6,757 | $ 136,137 | 7% |
| NRPA Median for Agencies Serving 50,000-99,999 Residents: **$9,108 per acre, $108,000 per FTE, $8.00 million in annual operating expenditures** | | | | | | | |

Additionally, the table below reveals the last three years of capital expenditures from FY2021, FY2022, and FY2023. These figures were then utilized to show the average annual capital investment for each agency.

In this analysis, the top performing benchmark agencies are investing significant dollars into Capital Improvement Program (CIP) efforts each year, with all agencies except Coppell having average annual capital expenditures of over $250,000 in the past fiscal year. Pocatello itself is averaging $304,846 annually in CIP expenses, though the City saw a slight decrease in capital spending from FY22 to FY23 by roughly $90,000. In relation to population, Pocatello sits near the middle of the other benchmarked agencies in terms of average annual capital expenditures per capita with a spending of only $5.41 per resident. **Missoula did not provide budget data for this section of the analysis.**

| Agency | Population | FY21 Capital Budget | FY22 Capital Budget | FY23 Capital Budget | Avg. Annual Capital Expenditures | Avg. Annual Capital Expenditures per Resident |
|---|---|---|---|---|---|---|
| Ogden Parks & Recreation | 86,825 | $ 7,684,585 | $ 2,095,504 | $ 4,353,173 | $ 4,711,087 | $ 54.26 |
| Hoffman Estates Parks & Recreation | 51,744 | $ 2,093,152 | $ 1,114,846 | $ 2,040,037 | $ 1,749,345 | $ 33.81 |
| Kettering Parks & Recreation | 57,862 | $ 1,731,000 | $ 563,000 | $ 1,340,000 | $ 1,211,333 | $ 20.93 |
| **Pocatello Parks & Recreation** | **56,320** | **$ 373,159** | **$ 325,086** | **$ 216,293** | **$ 304,846** | **$ 5.41** |
| Coppell Parks and Community Services | 42,026 | $ 138,338 | $ 34,485 | $ 97,795 | $ 90,206 | $ 2.15 |
| Missoula Parks & Recreation | 76,955 | $ - | $ - | $ - | $ - | $ - |

Although Pocatello's **programming specific** data was not collected in this particular analysis, financial programming data from other agencies was available and included in this report, as it may still be beneficial for the Departmnt to observe. This section includes **programming specific** operating expenditures, earned revenue, and cost recovery. This analysis calculated programming cost recovery, which was derived from specific program related operating expenditures and the revenue generated by those programs.

| Agency | Total Operating Expenditures/ Budget for Programs | Revenue Generated by Programs | Programming Cost Recovery |
|---|---|---|---|
| **Pocatello Parks & Recreation** | - | - | - |
| Hoffman Estates Parks & Recreation | $ 1,380,000 | $ 10,736,173 | 777.98% |
| Kettering Parks & Recreation | $ 2,400,000 | $ 1,000,000 | 41.67% |
| Coppell Parks and Community Services | $ 1,658,525 | $ 504,812 | 30.44% |
| Ogden Parks & Recreation | $ - | $ - | - |
| Missoula Parks & Recreation | $ - | $ - | - |

## PROGRAMMING

Lastly, the benchmarked agencies were analyzed by the number of participants (or contacts) they had in FY2023 at recreation offerings. Pocatello performed well in this section, scoring near the top of the analysis in total number of participations/registrations, as well as the number of contacts or participants per population (with 159,150 total individual participations/registrations and 2.83 individual participations/registrations per population).

| Agency | Number of Participations/ Registrations (FY2023) | Participations/ Registrations per Population |
|---|---|---|
| Hoffman Estates Parks & Recreation | 418,380 | 8.09 |
| **Pocatello Parks & Recreation** | **159,150** | **2.83** |
| Kettering Parks & Recreation | 110,650 | 1.91 |
| Ogden Parks & Recreation | 60,100 | 0.69 |
| Coppell Parks and Community Services | 18,500 | 0.44 |
| Missoula Parks & Recreation | - | - |

It is important to note that each agency likely measures contacts or participations differently, resulting in potentially misleading data. For example, some agencies have water parks or other ventures that were considered when counting the number of participations and registrations, potentially inflating those numbers. **Missoula specifically did not provide data for their number of participations or registrations.**

## Benchmarked Communities Analysis Summary

While each of the agencies included in this analysis are high performing parks and recreation systems, it is important to note that **each agency varies significantly in the size and scope of the parks and services they provide, making direct comparisons difficult.** The power in this analysis is to identify areas where these agencies may most excel, providing opportunities for further discussion to better understand the factors to their success. For example, it is worth learning more about what drives The Hoffman Estates Parks District to achieve a programmatic cost recovery of 777% (roughly $10.7M in revenue), over 700% higher than the other agencies that had data in that segment. Similarly, it would be helpful to learn more about having the right balance of FTEs to residents and how it can be possible to increase the number of employees without overbudgeting per resident. These are all questions that, through analysis such as this one, we may be able to get a better grasp of. Having Pocatello staff examine the areas of greatest contrast, especially as it pertains to programs and services, is where this benchmark is ultimately most meaningful.

Specific areas where Pocatello itself performs well include total acreage, total acreage of natural areas/open space, total miles of unpaved/soft surface trail, operating expense cost recovery, trail miles per 1,000 residents, program participations/registrations, and total trail miles.

**While Pocatello does well in many categories, areas of which Pocatello has room for improvement include capital budget expenditures, indoor recreation facilities (particularly in square footage), number of FTEs/FTEs per 10,000 residents, and acres managed and owned by the department.** In terms of FTEs, the Department is short of the median FTEs recommended by the NRPA by a significant amount; however, given the current operating expense per FTE, the City's budget may not support a large influx of FTEs. Additionally, when it comes to capital budget expenditures, Pocatello came in relatively low with $304,846 in average annual capital expenditures. While maintaining a sustainable budget is a top priority, investing in more capital expenditures can prove beneficial in the growing advancement of a community, as an increase in capital investments in the coming years could lead to improved infrastructure, additional space for programming, and new offerings that will likely translate to more participations/registrations.

Overall, this benchmark analysis reveals that Pocatello is a stable, well performing parks and recreation system when measured against its peers, but not without a healthy amount of growth still possible. The perspective gained through the peer comparison is valuable in identifying areas for improvement and establishing strategic goals to pursue. Ultimately, Pocatello should utilize these findings as a baseline comparison that provides key performance indicators (KPIs) to be tracked and measured over time.





# Recreation Program Analysis

## Overview

As part of the Pocatello PROST Plan the consulting team conducted a Recreation Program Analysis of the services offered by the Department. This assessment offers an in-depth perspective of program and service offerings and helps identify strengths, challenges, and opportunities regarding programming. The assessment also assists in identifying Core Program Areas, program gaps within the community, key system-wide issues, areas of improvement, and future programs and services for residents and visitors.

The consulting team based these program findings and recommendations based on a review of information provided by the Department including program descriptions, financial data, website content, and discussions with staff. This report addresses the program offerings from a systems perspective for the entire portfolio of programs.

### FRAMEWORK

A current goal of the Department is to “help provide opportunities, activities and the facilities to bring pleasure to people’s lives.”. To help achieve this, the Department provides a broad range of youth and adult public recreational activities. These program offerings are supported with dedicated spaces which include parks, trail systems, indoor athletic facilities, an aquatic center, a zoo, and more.





CITY OF POCATELLO



## PROGRAM ASSESSMENT OVERVIEW

Below are some overall observations that stood out when analyzing the program assessment sheet:

- Overall, the **program descriptions/goals** do a good job of effectively communicating to the public key benefits and desired outcomes of each Core Program Area, though some Core Program Areas could use more detailed goals.
- **Age segment distribution** is aligned with the community's current population but needs to be monitored annually to ensure program distribution continues to match evolving Pocatello demographics.
- **Program lifecycles:** Approximately 33% of the system's current programs are categorized in the Growth Stage, while 31% of the programs fall into the Mature Stage. A more complete description of Lifecycle Stages can be found later in this analysis.
- **Pricing strategies** are varied across the board. Currently, the most frequently used approaches are pricing based on age segment and by the customer's ability to pay, though several other pricing strategies are in use across the 7 Core Program Areas. These strategies should be continued in addition to implementing some new and additional pricing strategies which can be found later in this analysis. Furthermore, it is essential to understand current cost of service in order to determine ideal cost recovery goals.
- From a **marketing and promotions** standpoint, the staff utilizes a variety of marketing methods when promoting their programs including online program guide, the Department's website, flyers/posters, email blasts, in-facility signage, e-news updates, and a couple social media platforms as a part of the marketing mix.
    - Increased variety in social media usage should be considered, as only Facebook and Instagram are currently in use.
    - The Department should considering an increase in the number of its cross-promotions.
    - Dual language marketing content in certain or all media may be important given the steady growth of the Latino population in Pocatello.
- **Financial performance measures** such as cost recovery goals are currently not being consistently utilized across Core Program Areas based on different program types. Moving forward, it is recommended for staff to consider tracking cost recovery for all program areas. When doing so, the staff should factor in all direct and indirect costs pertaining to programming. A focus on developing consistent earned income opportunities would be beneficial to the Department's overall quest for greater fiscal sustainability.

## Core Program Areas

To help achieve the Department's mission, it is important to identify Core Program Areas based on current and future needs to create a sense of focus around specific program areas of greatest importance to the community. Public recreation is challenged by the premise of being all things to all people. The philosophy of the Core Program Area is to assist staff, policy makers, and the public to focus on what is most important to the community. Program areas are considered as Core if they meet a majority of the following criteria:

- The program area has been provided for a long period of time (over 4-5 years) and/or is expected by the community.
- The program area consumes a relatively large portion (5% or more) of the agency's overall budget.
- The program area is offered 3-4 seasons per year.
- The program area has wide demographic appeal.
- There is a tiered level of skill development available within the program area's offerings.
- There is full-time staff responsible for the program area.
- There are facilities designed specifically to support the program area.
- The agency controls a significant percentage (20% or more) of the local market.

### EXISTING CORE PROGRAM AREAS

Through discussions with the Department staff, seven (7) Core Program Areas were identified that are currently being offered.

Across and within each of the Core Program Areas there are major program types that are designed to meet current and emerging needs of Pocatello residents. Those are described in the table below and on the following page including some example programs in each core program area.

| | | |
|---|---|---|
| **Adult Sports** | **Description:** Various adult sports leagues.<br><br>**Goals:**<br>1. Provide adult sports leagues for the health and wellbeing of Pocatello residents. | • Adult Basketball<br>• Adult Softball<br>• Adult Flag Football<br>• Adult Volleyball |
| **Health & Wellness** | **Description:** To provide exercise options to the community at low cost and to promote healthy lifestyle options for adults and seniors.<br><br>**Goals:**<br>1. Provide a wide variety of classes (both in water and on land) that will provide the community affordable options to increase their overall physical and mental wellness at low cost. | • Adult Fitness Classes<br>• Adult Aquacise Classes<br>• River Walk<br>• Personal Training |

| | | |
|---|---|---|
| **Outdoor Recreation** | **Description:** Outdoor recreation activities and events to promote healthy lifestyles and engagement with the natural world. These programs are offered year-round in a variety of activities with options for both youth and adults.<br>**Goals:**<br>1. Provide quality adventure programs to residents and visitors to Pocatello.<br>2. Provide programs that offer skill building, adventure, and group comradery. | • Fun Runs<br>• Youth/Adult Rock Climbing<br>• Nordic Center Skiing<br>• Snowshoe<br>• Adult Yoga Hikes |
| **Special Events** | **Description:** Sporting events outside of recreational leagues.<br>**Goals:**<br>1. Provide weekend sports activity opportunities. | • Junior Jazz Fun Shot<br>• Pitch, Hit, and Run |
| **Youth Educational Classes** | **Description:** Programs and classes that help provide youth opportunities to gain skills and experience participating in recreational programs at low or no cost.<br>**Goals:** To provide ample and affordable programs and opportunities for members of the community to grow and learn with one another. | • Swim Lessons (group and private)<br>• Dance Classes |
| **Youth Sports** | **Description:** Various activities and programs geared toward adults and kids in the community to help promote personal growth and healthy lifestyles.<br>**Goals:**<br>1. Provide recreational opportunities promoting health and well being<br>2. Create continued interest in sports so that participants stay involved in sports after they have aged out of our programs | • Bannock Baseball (Fall and Spring)<br>• Girls' Volleyball<br>• Junior Jazz Basketball<br>• D League Basketball |
| **Zoo** | **Description:** The Zoo, as a core program area, focuses on visitors, educational programming, outreach, volunteers, special programming (programming that does not fit under educational programming), and on ground events (which includes both regular admission events and special events outside of regular admission).<br>**Goals:**<br>1. Bring in 30,000 regular visitors annually.<br>2. Hold 2-3 well planned and highly attended special programs and 2-3 on ground events.<br>3. Grow volunteer program large enough that the petting zoo can remain open during hours of operation.<br>4. Raise $5,000 to $10,000 from zoo fundraising efforts. | • Animal Care<br>• Zoo for Tots<br>• Summer Camps<br>• Military Family Day<br>• PokeFest<br>• Jr. Zookeeper<br>• Enrichment Day |

# Program Strategy Analysis

## AGE SEGMENT ANALYSIS

For this report, an Age Segment Analysis was completed by Core Program Area, exhibiting an over-arching view of the age segments served by different program areas, and displaying any gaps in segments served. It is also useful to perform an Age Segment Analysis by individual programs to gain a more nuanced view of the programming data.

The table below depicts each Core Program Area and the most prominent age segments they serve. Under each Core Program Area, a **'P'** was indicated if that program serves a certain age segment as its Primary demographic, an **'S'** as its Secondary demographic, or a **'P/S'** if it serves both.

| Age Segment Analysis | | | | | | |
|---|---|---|---|---|---|---|
| Core Program Area | Preschool (5 and Under) | Elementary (6-12) | Teens (13-17) | Adult (18+) | Senior (55+) | All Ages Programs |
| Adult Sports | | | | P | S | |
| Health & Wellness | | | S | P | P | |
| Outdoor Recreation | | P/S | P/S | P/S | P/S | P |
| Special Events | | | | | | P |
| Youth Educational Classes | P | P | P | | | |
| Youth Sports | | P | P | | | |
| Zoo | P | P | P/S | S | S | P |

Based on the age demographics of the Pocatello community, current program offerings seem to be well-aligned with the community's age profile. Pocatello does a great job of having offerings for all ages, as well as offering programs for more specific age groups. While Core Program Areas like Youth Educational Classes and Adult Sports focus on more specific age groups, other Core Program Areas like Outdoor Recreation and the Zoo serve most, if not all of Pocatello's age segments.

The Department has also done a great job catering to the remainder of the community by ensuring all age segments have dedicated programming geared towards them. Moving forward, it is recommended that the Department continues introducing new programs in order to address any potential unmet needs in the future. Particularly, dedicated senior programs, as the community's population is projected to continue aging over the next decade.

Staff should continue to monitor demographic shifts and program offerings to ensure that the needs of each age group are being met. It would be best practice to establish a plan including what age segment to target, establish messaging, identify which marketing method(s) to utilize, create a social media campaign, and determine what to measure for success before allocating resources towards a particular effort.

## PROGRAM LIFECYCLE ANALYSIS

A Program Lifecycle Analysis involves reviewing each program offered by the Department to determine the stage of growth or decline for each. This provides a way of informing strategic decisions about the overall mix of programs managed by the Department to ensure that an appropriate number of programs are "fresh" and that relatively few programs, if any, need to be discontinued. This analysis is not based on objective and/or quantitative programming data, but rather, is based on staff members' knowledge of

their programs as they were asked to categorize programs into a lifecycle stage based on their knowledge of the program.

The following table shows the percentage distribution of the various lifecycle categories of the Department's programs. These percentages were obtained by dividing the number of programs in each individual stage with the total number of programs listed by staff members.

| Lifecycle Analysis | | | | |
|---|---|---|---|---|
| Stages | Description | Actual Programs Distribution | | Recommended Distribution |
| Introduction | New programs; modest participation | 8% | 52% | 50%-60% Total |
| Take-Off | Rapid participation growth | 11% | | |
| Growth | Moderate, but consistent participation growth | 33% | | |
| Mature | Slow participation growth | 31% | 31% | 40% |
| Saturated | Minimal to no participation growth; extreme competition | 6% | 17% | 0%-10% Total |
| Decline | Declining participation | 11% | | |
| No-Go | Cancelled programs | 0% | | |

Overall, the Lifecycle Analysis depicts a majority concentration of programs in their early lifecycle stages. Approximately 52% of all programs fall within the beginning stages (Introduction, Take-Off, & Growth), with 33% of those programs being specifically in the Growth stage. It is recommended to have 50%-60% of all programs within these beginning stages as they provide the Department an avenue to energize its programmatic offerings. These stages ensure the pipeline for new programs is there prior to programs transitioning into the Mature stage which, according to staff, 31% of all program offerings in Pocatello fall into. This stage anchors a program portfolio, and it is recommended to have roughly 40% of programs within this stage in order to achieve a stable foundation.

Additionally, 17% of the assessed programs are identified as being Saturated, Declining, or Cancelled altogether with 11% of programs falling in "Decline" alone. It is a natural progression for programs to eventually transition into Saturation and Decline Stages. However, it is recommended to have only 0%-10% of programs in the decline stage, as if programs reach these stages rapidly, it could be an indication that the quality of the programs does not meet expectations or have as much of a demand. As programs enter into the Decline Stage, they must be closely reviewed and evaluated for repositioning or elimination. When this occurs, the Department should modify these programs to begin a new lifecycle within the Introductory Stage or replace the existing programs with new programs based upon community needs and trends.

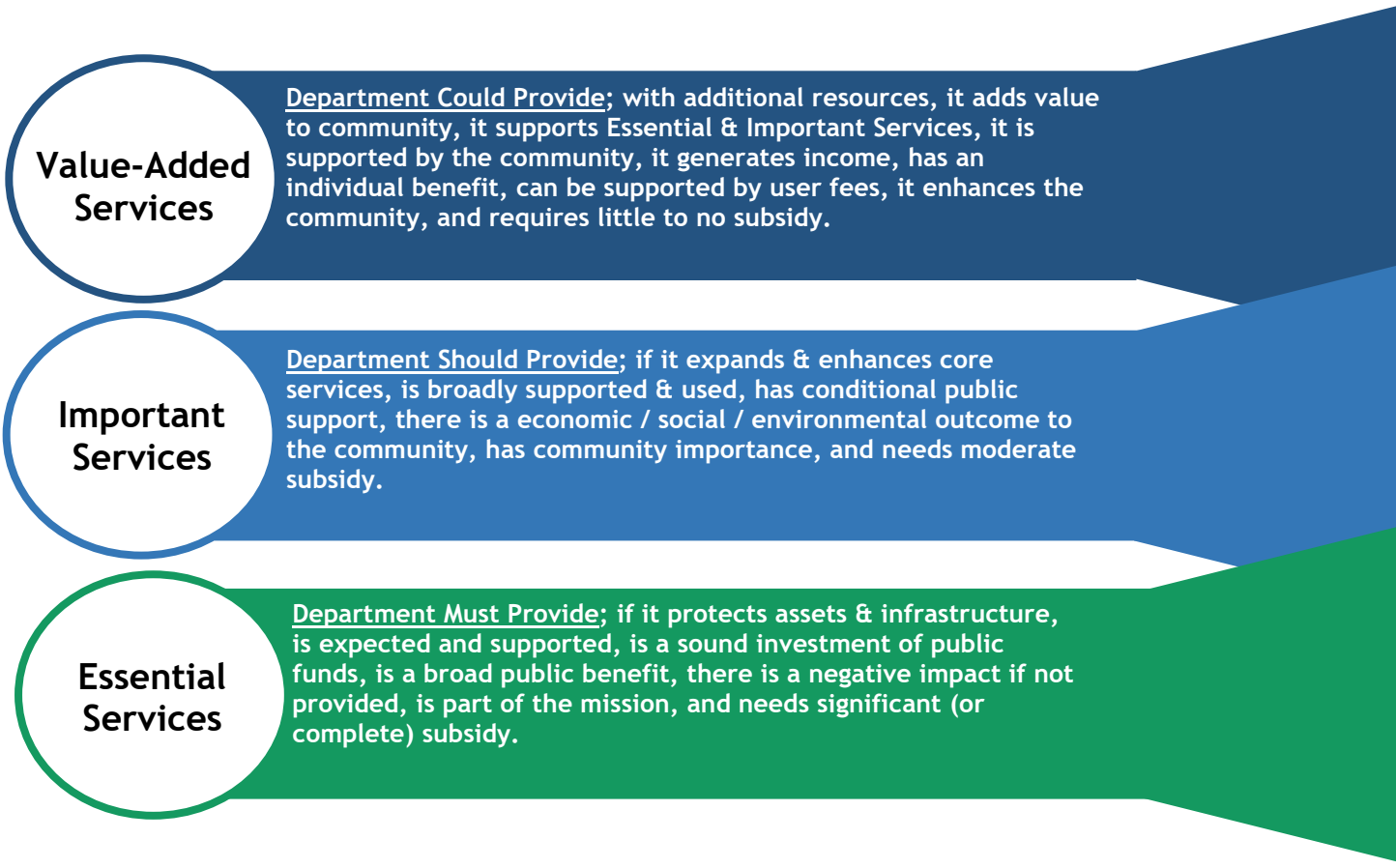
Staff should complete a Program Lifecycle Analysis on an annual basis and ensure that the percentage distribution closely aligns with desired performance. Furthermore, the Department could include annual performance measures for each Core Program Area to track participation growth, customer retention, and percentage of new programs as an incentive for innovation and alignment with community trends.

## PROGRAM CLASSIFICATION

Conducting a classification of services analysis informs how each program serves the overall organization mission, the goals and objectives of each Core Program Area, and how the program should be funded regarding tax dollars and/or user fees and charges. How a program is classified can help to determine the most appropriate management, funding, and marketing strategies.

Program classifications are based on the degree to which the program provides a public benefit versus a private benefit. Public benefit can be described as everyone receiving the same level of benefit with equal access, whereas private benefit can be described as the user receiving exclusive benefit above what a general taxpayer receives for their personal benefit.

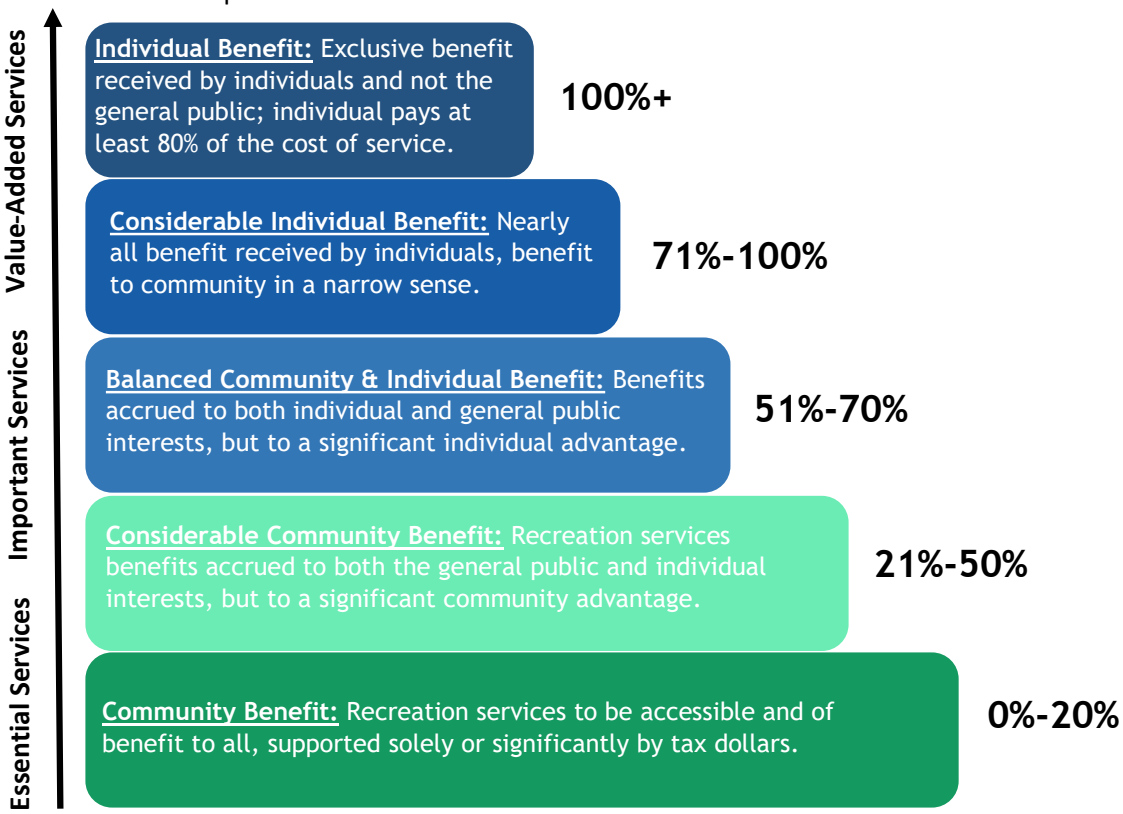
For this exercise, the Department used a classification method based on three categories: Essential Services, Important Services, and Value-Added Services. Where a program or service is classified depends upon alignment with the organizational mission, how the public perceives a program, legal mandates, financial sustainability, personal benefit, competition in the marketplace, and access by participants. The following graphic describes each of the three program classifications.



With assistance from staff, a classification of programs and services was conducted for all of the recreation programs offered by the Department. The results presented in the following table represent the current classification distribution of recreation program services. Programs should be assigned cost recovery goal ranges within those overall categories.

| Program Classification Distribution | | |
|---|---|---|
| Essential | Important | Value-Added |
| 40% | 30% | 30% |

As the Department continues to evolve to better meet the community's needs, there could be an added benefit to managing the services if they all were classified according to the Cost Recovery Model for Sustainable Services depicted below.




Given the broad range of cost recovery goals (i.e., 0%-40% for Essential Services or 40%-80% for Important Services), it would be helpful to further distribute programs internally within sub-ranges of cost recovery as depicted above. This will allow for programs to fall within an overall service classification tier while still demonstrating a difference in expected/desired cost recovery goals based on a greater understanding of the program's goals (e.g., Pure Community Services versus Mostly Community Services or Community and Individual Mix versus Mostly Individual Mix). For example, within Pocatello's current programming portfolio, swim lessons would be a **Community Benefit** (earning 0 to 20% cost recovery), adult sports leagues would be more of a Balanced Community & Individual Benefit (earning between 51 to 70% cost recovery), and personal training would be **Individual Benefit** (ideally earning over 100% cost recovery).

## COST OF SERVICE AND COST RECOVERY RECOMMENDATIONS

Cost recovery targets should at least be identified for each Core Program Area at a minimum, and for specific programs or events when realistic; currently cost recovery targets are being set minimally, and for some Core Program Areas, there are zero cost recovery goals in place. To create this, the identified Core Program Areas would serve as an effective breakdown for tracking cost recovery metrics including administrative costs. Theoretically, staff should review how programs are grouped for similar cost recovery and subsidy goals to determine if current practices still meet management outcomes.

Determining cost recovery performance and using it to make informed pricing decisions involves a three-step process:

1. Classify all programs and services based on the public or private benefit they provide (as completed in the previous section).
2. Conduct a Cost-of-Service Analysis to calculate the full cost of each program.
3. Establish a cost recovery percentage, through Department policy, for each program or program type based on the outcomes of the previous two steps and adjust program prices accordingly.

The following section provide more details on steps 2 & 3.

### Understanding the Full Cost of Service

To develop specific cost recovery targets, full cost of accounting needs to be created on each class or program that accurately calculates direct and indirect costs. Cost recovery goals are established once these numbers are in place, and the Department's program staff should be trained on this process. A Cost-of-Service Analysis should be conducted on each program, or program type, that accurately calculates direct (i.e., program-specific) and indirect (i.e., comprehensive, including administrative overhead) costs. Completing a Cost-of-Service Analysis not only helps determine the true and full cost of offering a program, but it also provides information that can be used to price programs based upon accurate delivery costs. The below figure illustrates the common types of costs that must be accounted for in a Cost-of-Service Analysis.



The methodology for determining the total Cost-of-Service involves calculating the total cost for the activity, program, or service, then calculating the total revenue earned for that activity. Costs (and revenue) can also be derived on a per unit basis. Program or activity units may include:

- Number of participants
- Number of tasks performed
- Number of consumable units
- Number of service calls
- Number of events
- Required time for offering program/service

Agencies use Cost-of-Service Analyses to determine what financial resources are required to provide specific programs at specific levels of service. Results are used to determine and track cost recovery as well as to benchmark different programs provided by the Department between one another. Cost recovery goals are established once Cost-of-Service totals have been calculated. Program staff should be trained on the process of conducting a Cost-of-Service Analysis and the process should be undertaken on a regular basis.

Actual cost recovery can vary based on the Core Program Type, and even at the individual program level within a Core Program Area. Several variables can influence the cost recovery target, including lifecycle stage, demographic served, and perhaps most important, program classification. It is normal for programs within each Core Program Area to vary in price and subsidy level. The program mix within each Core Program Area will determine the cost recovery capabilities.

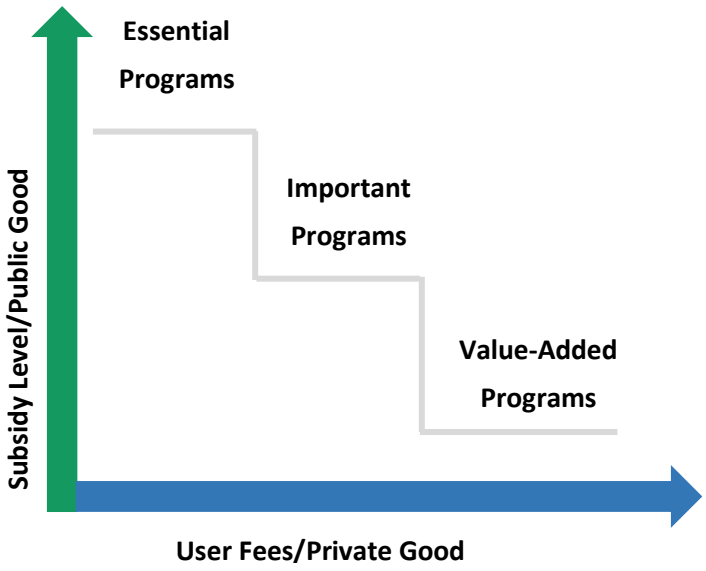
With approved cost recovery goals, annual tracking, and quality assurance, actual cost recovery will improve. Each Core Program Type can be benchmarked against itself on an annual basis.

**Cost Recovery Best Practices**

Cost recovery targets should reflect the degree to which a program provides a public versus individual good. Programs providing public benefits (i.e., Essential programs) should be subsidized more by the Department; programs providing individual benefits (i.e., Value-Added programs) should seek to recover costs and/or generate revenue for other services. To help plan and implement cost recovery policies, the consulting team has developed the following definitions to help classify specific programs within program areas.

- **Essential** programs category is critical to achieving the organizational mission and providing community-wide benefits and therefore, generally receive priority for tax-dollar subsidization.
- **Important** or **Value-Added** program classifications generally represent programs that receive lower priority for subsidization.
    - **Important** programs contribute to the organizational mission but are not essential to it; therefore, cost recovery for these programs should be high (i.e., at least 80% overall).
    - **Value-Added** programs are not critical to the mission and should be prevented from drawing upon limited public funding, so overall cost recovery for these programs should be near or in excess of 100%.

## Classification of Programs and Cost Recovery Expectations




## PRICING

Pricing strategies are one mechanism agencies can use to influence and generate cost recovery. The table below details pricing methods currently in place by each Core Program Area and additional areas for strategies to be implemented over time.

| Pricing Strategies | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Core Program Area | Age Segment | Family/ Household Status | Residency | Weekday/ Weekend | Prime / Non-Prime Time | Group Discounts | By Location | By Competition (Market Rate) | By Cost Recovery Goals | By Customer's Ability to Pay |
| Adult Sports | | | | | | | | | | |
| Health & Wellness | | | X | | | | | | | |
| Outdoor Recreation | X | X | | | | X | | | | X |
| Special Events | | | | | | | | | | |
| Youth Educational Classes | X | | X | | | | | | X | X |
| Youth Sports | X | | X | | | | | | | X |
| Zoo | X | X | | | | X | X | | X | X |

Overall, the degree to which the Department uses various pricing strategies is varied with usage of 7 different pricing strategies throughout all Core Program Areas. However, pricing tactics are primarily concentrated in age segments, residency status, and customer's ability to pay.

Currently, the Core Program Area that utilizes the largest variety of pricing strategies is the Zoo (6 out of 10) followed by Outdoor Recreation and Youth Educational Classes (both with 4 out of 10 each). Moving forward, the Department should consider implementing some additional strategies, when deemed appropriate, such as weekday/weekend rates and by competition, as they are both valuable strategies when setting prices, especially in an area like Adult Sports or Special Events that currently utilize no pricing strategies. These pricing strategies are useful to help stabilize usage patterns and help with cost recovery for higher quality amenities and services.

Staff should continue to monitor the effectiveness of the various pricing strategies they employ and adjust as necessary. It is also important to regularly monitor for local competitors and other similar service providers as an increase in competition may alter program pricing.

## MARKETING AND PROMOTION

When forming new and maintaining existing programs and services, utilizing effective marketing strategies is an integral step in securing appropriate and significant attendance and engagement from the community. Based on the feedback from staff of the Department, the table below illustrates which methods are currently being used in at least one Core Program Area, though some strategies are used in more than one, or even all Core Program Areas.

It should be noted that the Consulting Team observed Pocatello Parks and Recreation Department is progressive in its marketing and promotions efforts, utilizing several strategies across a diverse set of media. However, the Department's presence on social media is currently limited to Facebook and Instagram; this could be boosted by using other forms of social media including Twitter, YouTube, or NextDoor to increase online engagement and advertisements for programming, services, and events.

| Marketing Strategies | | |
|---|---|---|
| **Strategies** | **Present** | **Not Present** |
| Program guides (print) | X | |
| Program guides (online) | X | |
| Website | X | |
| Smart/mobile phone enabled site | X | |
| Apps | X | |
| Flyers and/or brochures | X | |
| Direct mail | | X |
| Email blasts and/or listserv | X | |
| Public Service Announcements | X | |
| Roadsign marquees | X | |
| Paid advertisements | X | |
| Radio (paid or free) | X | |
| TV (paid or free) | X | |
| On-hold pre-programmed phone messages | | X |
| SMS/MMS/Text Message marketing | X | |
| Newsletters (print) | X | |
| Newsletters (online) | X | |
| In-facility signage | X | |
| Facebook | X | |
| Instagram | X | |
| Twitter | | X |
| Flickr | | X |
| YouTube channel | | X |
| Blogs / vlogs | | X |
| Webinars | | X |
| QR Codes | X | |

# Site and Facilities Analysis

Over Spring of 2024, the project team assessed Pocatello's parks, open spaces, and trails system both in person and through map analysis. These analyses guided the development of system-wide and park-specific observations. A summary of the general recommendations is listed below. Further details of the site analyses and park-specific observations can be found in **Appendix C**.

## Site and Facilities Recommendations

Parks, open spaces, and trails were assessed by the project team in the Spring of 2024. Based on the analysis the following general and park specific observations and opportunities were created. Further details on these recommendations and their reasonings can be found in the Site and Facilities Analysis section beginning on page 81 of this PROST Plan.

- **Upgrades to accessibility**, including in playgrounds, shelters, tables, and benches in most parks. This also includes paved walks to facilities and accessible ramps to play areas.
- **Replacements of aging facilities**, including playgrounds and shelters.
- **Increased vegetation**, including planting new trees of various species in parks with a large percentage of mature trees (where space allows) to mitigate potential issues with disease or aging.
- **Convert portions of irrigated turf areas into naturalized landscape** to reduce irrigation and maintenance requirements.
- **Trail improvements** that result in more connectivity, less unsanctioned trails, and more options directionally to reduce user conflicts.
- **Improvements to golf course** plantings, irrigation, practice facilities, and clubhouses.

## GIS Analysis

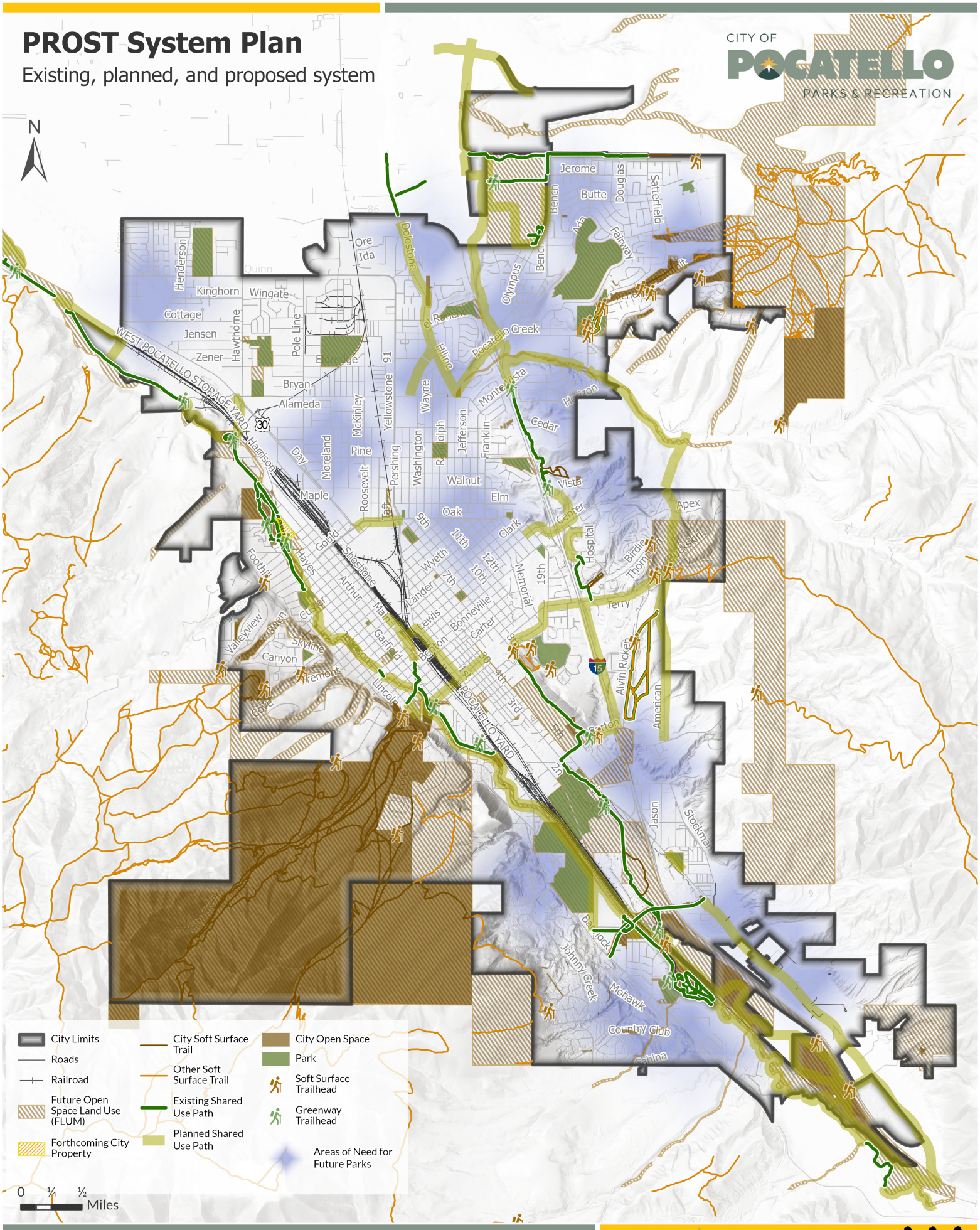
Service area maps and standards assist Pocatello in assessing where services are offered, how equitable the service distribution and delivery is across the community, and how effective the service is as it compares to the demographic densities. In addition, looking at the community's population demographics enables the Department to assess gaps in services, where amenities are needed, or where an area is over saturated. This allows the Department to make appropriate capital improvement decisions based upon need for a system as a whole and the ramifications those decisions may have on a specific area.

The maps on the following pages contain several different types of metrics that measure walkability across the community to multiple types of amenities (like parks, trails, and open spaces). There are legends in the bottom left corner of each map indicating walkability.

# PROST System Plan

Existing, planned, and proposed system

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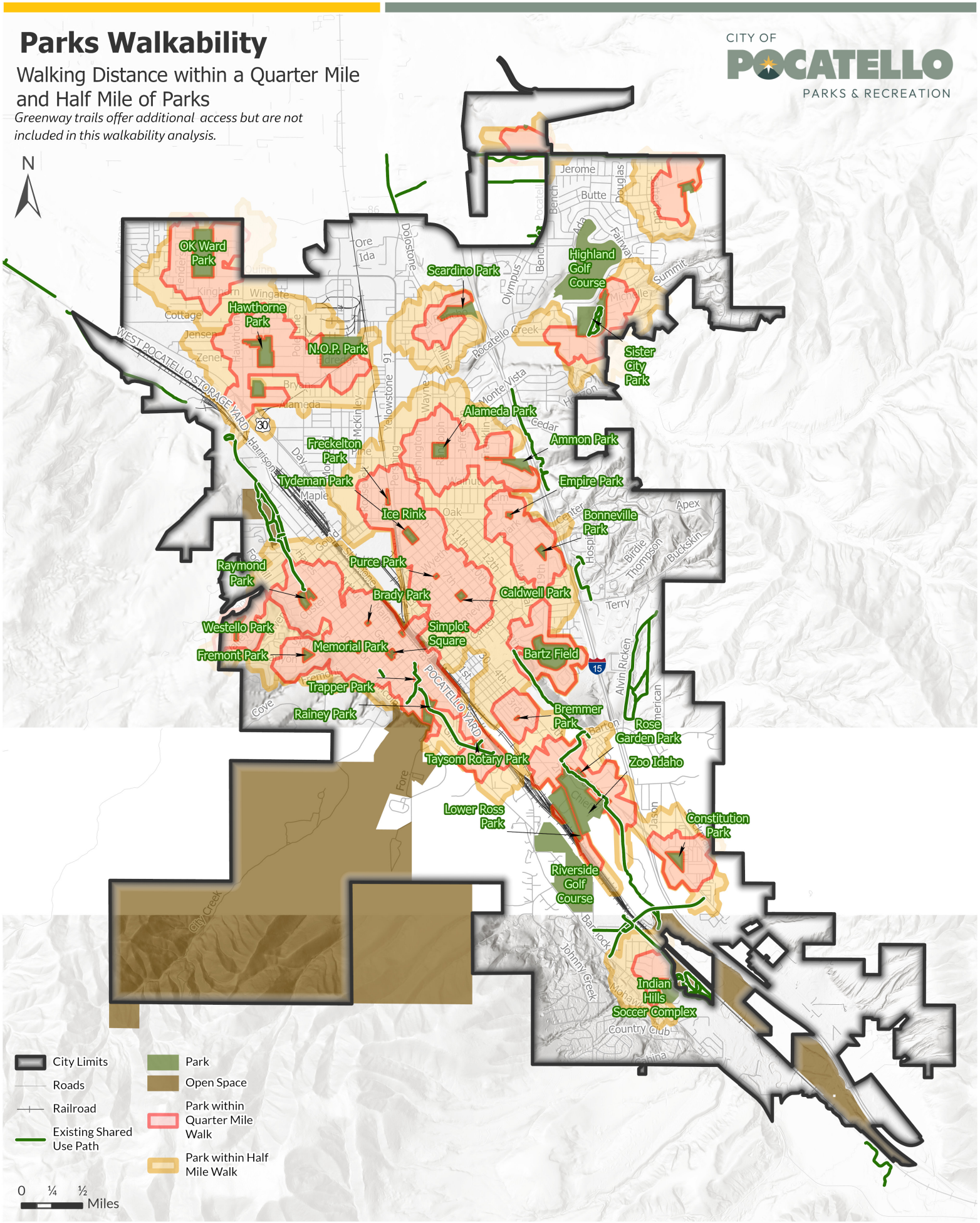
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# Parks Walkability

## Walking Distance within a Quarter Mile and Half Mile of Parks

*Greenway trails offer additional access but are not included in this walkability analysis.*

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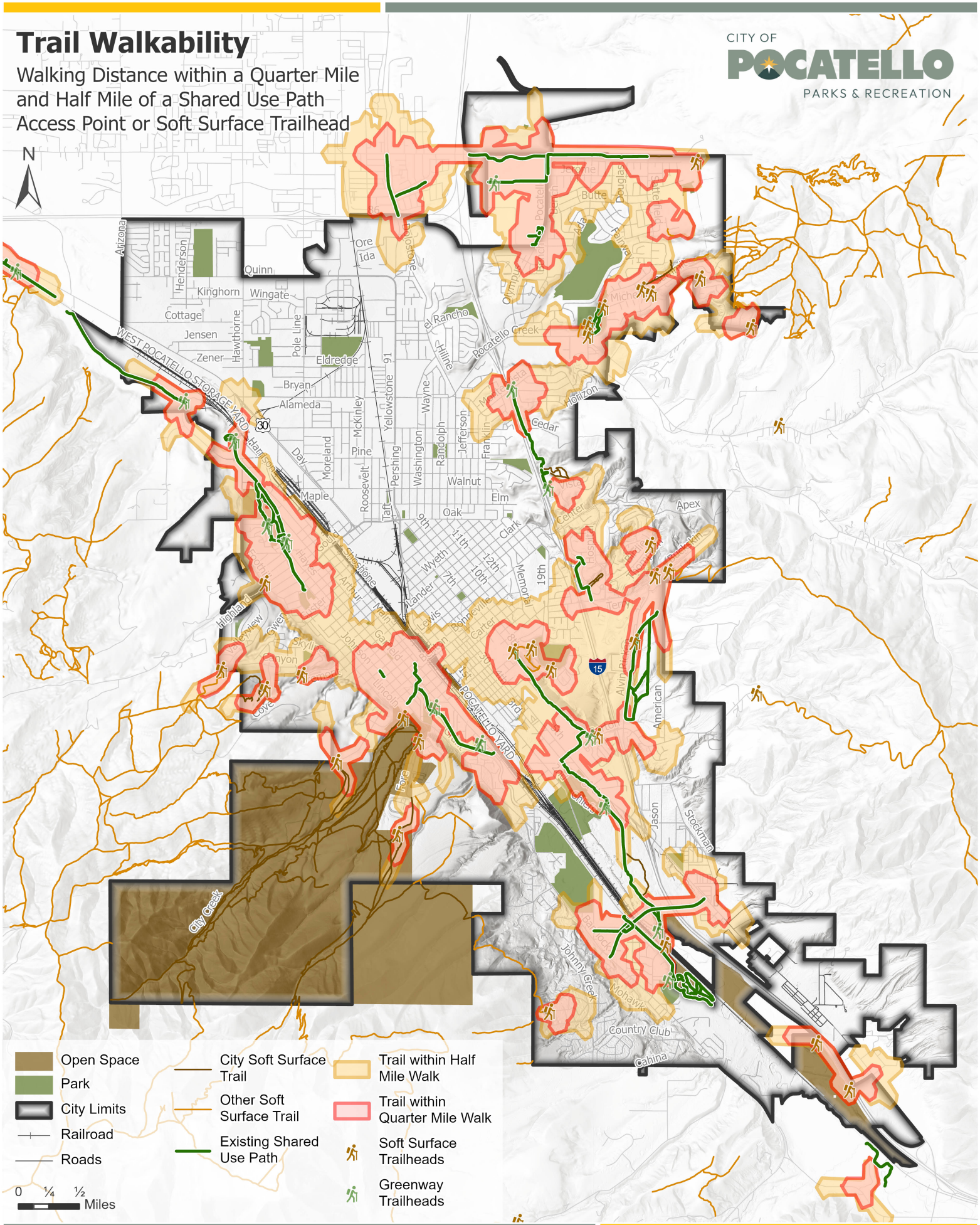

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# Trail Walkability

Walking Distance within a Quarter Mile and Half Mile of a Shared Use Path Access Point or Soft Surface Trailhead

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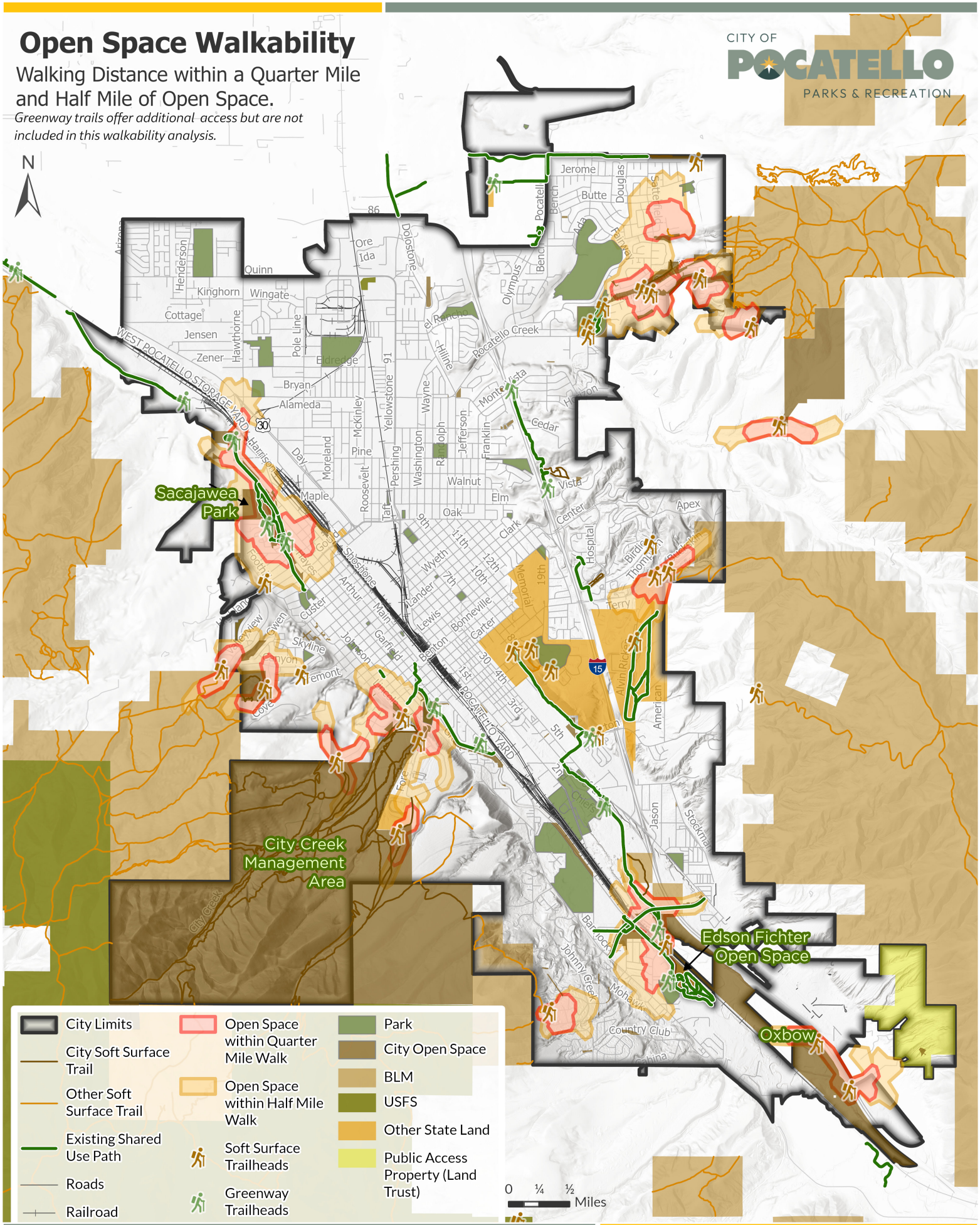
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# Open Space Walkability

Walking Distance within a Quarter Mile and Half Mile of Open Space.

*Greenway trails offer additional access but are not included in this walkability analysis.*

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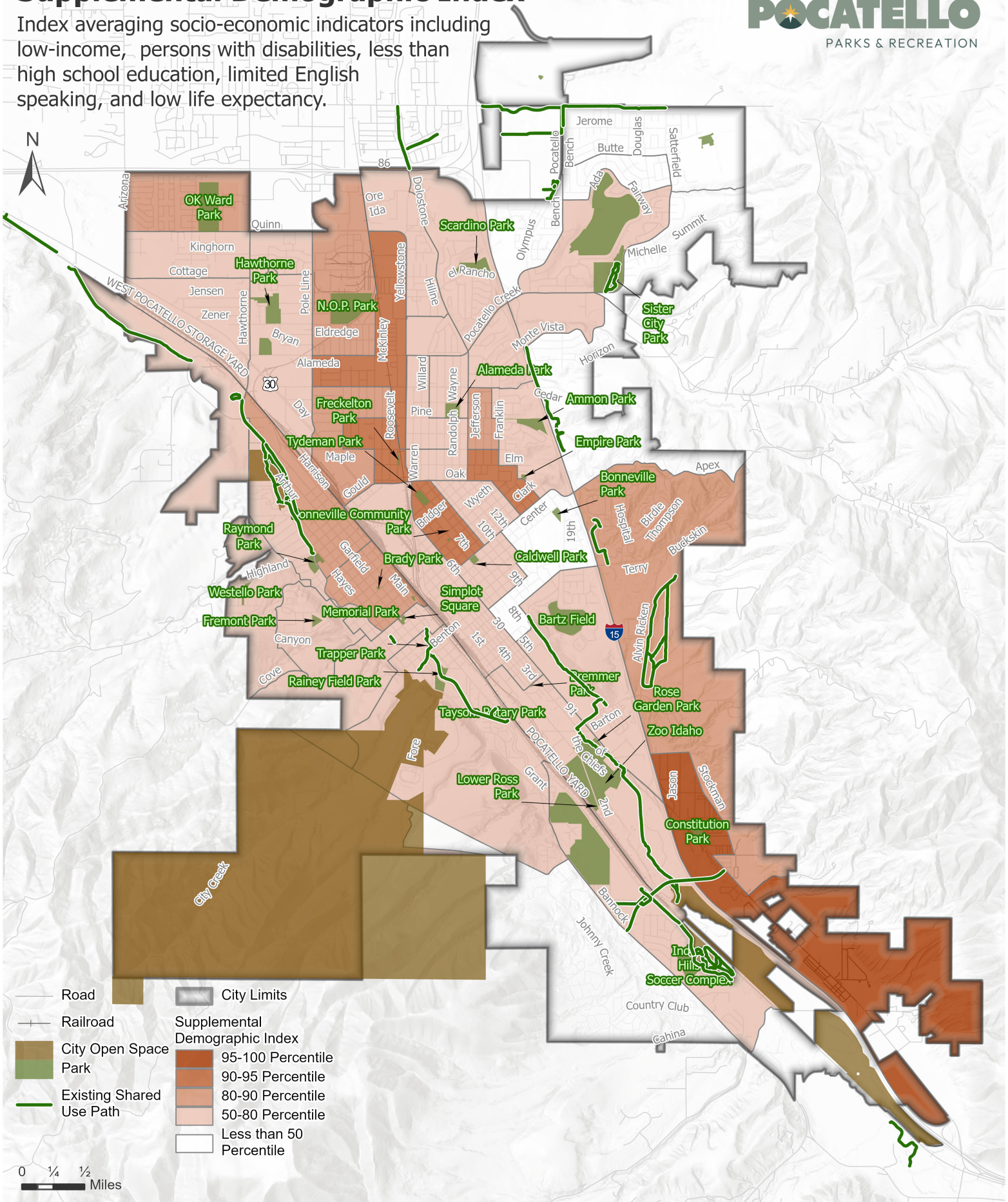

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# Supplemental Demographic Index

Index averaging socio-economic indicators including low-income, persons with disabilities, less than high school education, limited English speaking, and low life expectancy.

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# Level of Service Analysis

## OVERVIEW

Level of Service (LOS) standards are guidelines that define service areas based on population that support investment decisions related to parks, facilities, and amenities. LOS standards are updated over time as industry trends and community demographics change.

The consulting team evaluated Parks and Recreation amenity standards using a combination of resources. These resources included market trends, demographic data, community and stakeholder input, the statistically valid community survey, and general observations. The existing level of service detailed on the following page is based on current inventory and on analysis of the system and other service providers in the City, which information allowed standards to be customized to Pocatello.

**It is important to note that these LOS standards should be viewed as a guide.** The standards are to be coupled with conventional wisdom and judgment related to the system's specific inventory and needs of the community. By applying these standards to the population of Pocatello, gaps or surpluses in park and facility types are revealed.

## PER CAPITA GAPS

According to the LOS, there are not a large number of deficiencies in the Pocatello Parks and Recreation System. **The current LOS for total park acres is 65 acres per 1,000 residents, which includes 6.34 acres per 1,000 residents of *developed* park lands and 57.83 acres per 1,000 residents of natural areas/open space.** While the system is above the recommended national standard of 8.0 total park acres per 1,000 residents provided by the National Recreation and Parks Association (NRPA) for municipal park systems, the large inventory of natural areas/open space skews the system's total park acres above the national best practice. That said, **it is recommended that over the next 10 years the City of Pocatello work to increase the current LOS of *developed* park acres from 6.34 to 7.0 acres per 1,000 residents.** It is recommended this be achieved through a nominal addition of park lands in the Neighborhood Park and Community Park classifications.

Though there is a limited inventory of existing parks, most recreation facilities and amenities are currently adequately serving the resident population of Pocatello. There could be additional amenities developed such as rectangular multi-purpose fields and splashpads, but overall, the system inventory is fairly strong.

The existing level of service meets and exceeds best practices and recommended service levels for many items; however, as the community is projected to grow over the next 10 years there are several areas that will not meet recommended standards. This is particularly the case in the consideration of more costly indoor facilities such as special/multi-use spaces and indoor aquatic facilities. These larger projects are likely to only be successful if pursued in partnership with other entities such as the school district, university, and health care system.

The service standards for Pocatello are based upon population figures for 2024, 2029, and 2034, the latest estimates available at the time of analysis. **The full level of service standards for Pocatello can be found on the following page.**

| 2024 Inventory - Developed Facilities | | | | | | | | | | Current Facility Standards | | | Five Year Projected Facility Standards | | | 10-year Projected Facility Standards | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Amenities | Pocatello Inventory | School Inventory | Total Inventory | Current Service Level based upon population | | | Recommended Service Levels; Revised for Local Service Area | | | Meet Standard/ Need Exists | Additional Facilities/ Amenities Needed | | Meet Standard/ Need Exists | Additional Facilities/ Amenities Needed | | Meet Standard/ Need Exists | Additional Facilities/ Amenities Needed | |
| **PARK TYPE:** | | | | | | | | | | | | | | | | | | |
| Mini/Pocket Parks | 3.72 | | 3.72 | 0.06 | acres per | 1,000 | 0.05 | acres per | 1,000 | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) |
| Neighborhood Parks | 33.76 | 72.60 | 57.96 | 1.00 | acres per | 1,000 | 1.45 | acres per | 1,000 | Need Exists | 26.01 | Acre(s) | Need Exists | 27.32 | Acre(s) | Need Exists | 29.22 | Acre(s) |
| Community Parks | 148.58 | | 148.58 | 2.57 | acres per | 1,000 | 3.00 | acres per | 1,000 | Need Exists | 25.15 | Acre(s) | Need Exists | 27.87 | Acre(s) | Need Exists | 31.80 | Acre(s) |
| Regional Parks | 156.60 | | 156.60 | 2.70 | acres per | 1,000 | 2.50 | acres per | 1,000 | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) |
| Special Use Parks | | | - | - | acres per | 1,000 | | acres per | 1,000 | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) |
| **Total Developed Park Acres** | **342.66** | **72.60** | **366.86** | **6.34** | **acres per** | **1,000** | **7.00** | acres per | **1,000** | **Need Exists** | **38.50** | **Acre(s)** | **Need Exists** | **44.85** | **Acre(s)** | **Need Exists** | **54.03** | **Acre(s)** |
| Undeveloped (Natural Areas/Open Spaces) | 3,348.70 | | 3,348.70 | 57.83 | acres per | 1,000 | | acres per | 1,000 | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) | Meets Standard | - | Acre(s) |
| **Total Park Acres** | **3,691.36** | **72.60** | 3,763.96 | **65.00** | **acres per** | **1,000** | **8.00** | acres per | **1,000** | **Meets Standard** | **-** | **Acre(s)** | **Meets Standard** | **-** | **Acre(s)** | **Meets Standard** | **-** | **Acre(s)** |
| **TRAILS:** | | | | | | | | | | | | | | | | | | |
| Paved Park Trails | 22.61 | | 22.61 | 0.39 | miles per | 1,000 | 0.50 | miles per | 1,000 | Need Exists | 6.34 | Mile(s) | Need Exists | 6.80 | Mile(s) | Need Exists | 7.45 | Mile(s) |
| Natural Park Trails | 30.70 | | 30.70 | 0.53 | miles per | 1,000 | 1.00 | miles per | 1,000 | Need Exists | 27.21 | Mile(s) | Need Exists | 28.12 | Mile(s) | Need Exists | 29.43 | Mile(s) |
| **Total Park Trail Miles** | **53.31** | | **53.31** | 0.92 | **miles per** | **1,000** | **1.50** | miles per | **1,000** | **Need Exists** | **33.55** | **Mile(s)** | **Need Exists** | 34.91 | **Mile(s)** | **Need Exists** | 36.88 | **Mile(s)** |
| On-Street Pedestrian/Bicycle Trail Miles | | | - | 0.00 | miles per | 1,000 | | miles per | 1,000 | Meets Standard | - | Mile(s) | Meets Standard | - | **Mile(s)** | Meets Standard | - | Mile(s) |
| **OUTDOOR AMENITIES:** | | | | | | | | | | | | | | | | | | |
| Small pavilions | 17.00 | | 17.00 | 1.00 | site per | 3,406 | 1.00 | site per | 3,500 | Meets Standard | - | Sites(s) | Meets Standard | - | Sites(s) | Need Exists | - | Sites(s) |
| Large pavilions | 3.00 | | 3.00 | 1.00 | site per | 19,303 | 1.00 | site per | 20,000 | Meets Standard | - | Sites(s) | Meets Standard | - | Sites(s) | Need Exists | - | Sites(s) |
| Ball Fields | 26.00 | 9.00 | 35.00 | 1.00 | field per | 1,655 | 1.00 | field per | 2,000 | Meets Standard | - | Field(s) | Meets Standard | - | Field(s) | Meets Standard | - | Field(s) |
| Rectangular Multi-Purpose Fields | 11.00 | | 11.00 | 1.00 | field per | 5,264 | 1.00 | field per | 4,500 | Need Exists | 2 | Field(s) | Need Exists | 2 | Field(s) | Need Exists | 2 | Field(s) |
| Outdoor Basketball Courts | 6.00 | | 6.00 | 1.00 | court per | 9,652 | 1.00 | court per | 12,000 | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) |
| Tennis Courts | 4.00 | | 4.00 | 1.00 | court per | 14,477 | 1.00 | court per | 15,000 | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) | Need Exists | - | Court(s) |
| Pickleball Courts | 9.00 | | 9.00 | 1.00 | court per | 6,434 | 1.00 | court per | 7,000 | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) |
| Playgrounds | 22.00 | 10.00 | 32.00 | 1.00 | site per | 1,810 | 1.00 | site per | 2,500 | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) |
| Sand Volleyball Courts | 2.00 | | 2.00 | 1.00 | court per | 28,955 | 1.00 | court per | 35,000 | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) | Meets Standard | - | Court(s) |
| Dog Parks | 2.00 | | 2.00 | 1.00 | site per | 28,955 | 1.00 | site per | 35,000 | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) |
| Skateparks | 1.00 | | 1.00 | 1.00 | site per | 57,909 | 1.00 | site per | 65,000 | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) |
| Splashpads | 1.00 | | 1.00 | 1.00 | site per | 57,909 | 1.00 | site per | 20,000 | Need Exists | 2 | Site(s) | Need Exists | 2 | Site(s) | Need Exists | 2 | Site(s) |
| Outdoor Pools | 1.00 | | 1.00 | 1.00 | site per | 57,909 | 1.00 | site per | 65,000 | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) | Meets Standard | - | Site(s) |
| **INDOOR AMENITIES:** | | | | | | | | | | | | | | | | | | |
| Indoor Recreation Space (Square Feet) | 29,747.00 | 32,896.71 | 62,643.71 | 0.51 | SF per | person | 1.00 | SF per | person | Meets Standard | - | Square Feet | Meets Standard | - | Square Feet | Meets Standard | - | Square Feet |
| Indoor Special Use Space (Square Feet) | - | | - | - | SF per | person | 0.50 | SF per | person | Need Exists | 28,955 | Square Feet | Need Exists | 29,408 | Square Feet | Need Exists | 30,064 | Square Feet |
| Indoor Aquatic Space (Square Feet) | 5,000.00 | | 5,000.00 | 0.09 | SF per | person | 0.50 | SF per | person | Need Exists | 23,955 | Square Feet | Need Exists | 24,408 | Square Feet | Need Exists | 25,064 | Square Feet |

| | |
|---|---|
| **Current Estimated Population** | **57,909** |
| **5-Year Projected Population** | **58,815** |
| **10-Year Project Population** | **60,127** |

## Facility Prioritization Analysis

The purpose of the Facility/Amenity and Program Priority Rankings is to provide a prioritized list of facility/amenity needs for the community served by the Department. Quantitative data was used from the statistically valid community survey as the most heavily weighted variable as this is the most representative sample of the community at large. Additional variables include the qualitative input received through public forums, stakeholder interviews and focus groups, as well as the prioritization scores received from City staff and the Consultant Team. Of all these methodologies, the results of the statistically valid survey receives the greatest weighting when determining prioritized needs because it is most representative of the entire Pocatello community. This culminates into a weighted scoring system is used to determine the priorities for Pocatello's facilities/amenities as detailed below.

| Data Source | Component | Weighting |
|---|---|---|
| **Quantitative Community Input** | Importance Rankings Reported by the Community Survey – This is used as a factor from the importance allocated to a facility/amenity by the community. | 50% |
| **Qualitative Community Input** | Relative importance of park and recreation facilities/amenities as communicated in public forums, stakeholder interviews, and focus groups. | 25% |
| **City Staff Input and Consultant Team Input** | Relative importance of park and recreation facilities/amenities as ranked by leadership staff of the City of Pocatello. | 25% |

The prioritization scoring on the following page depicts ranked facility/amenity priorities overall for the 35 facility/amenities evaluated in the community input process.

| Facility / Amenity | Priority Ranking |
|---|---|
| Multi-use paved trails | 12.00 |
| Restrooms | 12.00 |
| Multi-use unpaved trails | 12.00 |
| Indoor walking/jogging track | 12.00 |
| Water access | 12.00 |
| Outdoor pools/water parks | 10.80 |
| Skateboard park | 10.40 |
| Open space and conservation areas | 10.00 |
| Adaptable playground | 9.50 |
| Indoor aquatic center | 8.80 |
| Outdoor tennis/pickleball courts | 8.60 |
| Picnic areas | 8.60 |
| Outdoor exercise/fitness equipment | 8.60 |
| Shelters/pavilions | 8.60 |
| Indoor gym space | 8.60 |
| Disc golf | 8.40 |
| Small neighborhood parks | 8.20 |
| Large community parks | 8.00 |
| Dog park | 8.00 |
| Indoor tennis/pickleball courts | 8.00 |
| Splash pads | 8.00 |
| Fishing areas | 8.00 |
| Outdoor rectangular fields | 7.20 |
| Indoor multi-purpose sports fields | 6.60 |
| Hockey/ice rink | 6.60 |
| Outdoor amphitheater/performance venue | 6.00 |
| Outdoor basketball courts | 6.00 |
| Community gardens | 5.40 |
| Open fields/sports practice areas | 5.20 |
| Sand volleyball courts | 5.20 |
| BMX park/pump track | 5.20 |
| Outdoor adventure park | 5.10 |
| Golf course | 4.80 |
| Park equipment for senior adults | 4.80 |
| Outdoor cricket fields/pitches | 4.60 |
| Baseball/softball diamonds | 4.30 |

| Priority Ranking | Score |
|---|---|
| High Priority | 8.0-12.0 |
| Moderate Priority | 5.0-7.9 |
| Low Priority | 1.0-4.9 |

# Classifications and Design Standards

## Trail Classifications and Design Standards

The following classifications provide guidance on future development of all types of trails in Pocatello. Direction for the definitions and principles builds on past planning efforts including the 2010 Open Space Management Plan and the 2009 Portneuf Greenway Master Plan, in addition to current best practices across the industry. There is no national standard for trail classifications.

### PAVED SHARED USE PATH

**Dimensions/Construction Standards**

**Corridor Width:** 50 - 100 ft.

**Vertical Clearance:** 10 ft. min, 12 ft. desirable

**Buffer Width:** 2.5 ft.

**Horizontal Clearance:** 3 ft.+

**Tread Width**: 10 ft.

**Grade:** Accessibility, up to 8.3% (ABAAS) or 5% (ADA), ideally 5% or less in most areas

**Trailheads:** At major access points

**Lighting:** When appropriate, at trailheads and access points, underpasses, crosswalks, and intersections. All lighting should be compliant with International Dark Sky Association lighting recommendations, including color temperature, full cut-off fixtures, and motion-activation.

***Typical Cost***

$900/ linear feet (LF) exclusive of bridges and steep topography

**Description:**

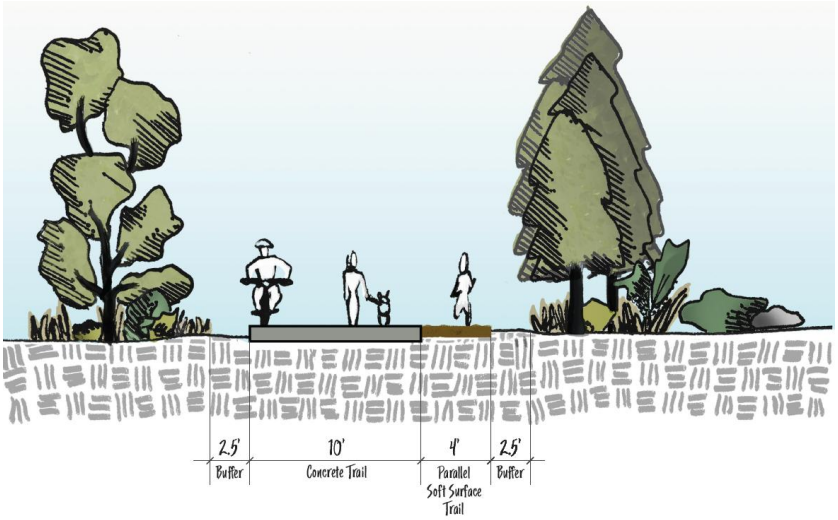
Paved Shared Use Path trails are hard surface trails connecting neighborhoods, parks, open space, and other amenities throughout a city. They typically offer a continuous experience for users to explore, traveling between parks, open spaces, and other areas of interest. These trails typically can accommodate all trail users including walkers, joggers, recreational and commuter cyclists. Paved Shared Use Path trails can be located along existing drainageways, utility easements, and other linear features to separate corridors from roadways. Additionally, parallel soft surface trails of natural surface or crushed gravel can provide even more expanded user experiences.

**Examples:**

- Portneuf Greenway
- Brennan Trail
- Riverside Trail

**Trail Maintenance Responsibility:**

City of Pocatello



## NEIGHBORHOOD TRAIL

**Dimensions/Construction Standards**

**Corridor Width:** ~ 20 ft.

**Buffer Width:** 2.5 ft

**Tread Width**: 8ft.

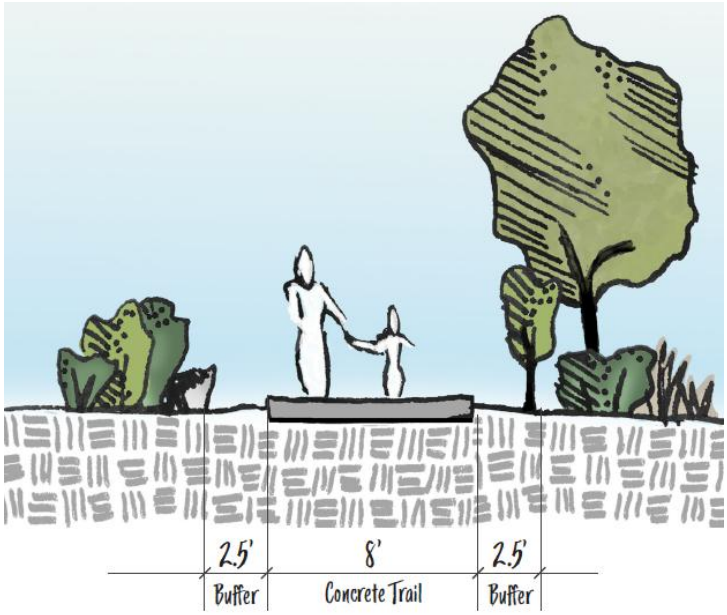
**Vertical Clearance:** 10 ft.

**Horizontal Clearance:** 3 ft.+

**Grade:** ADA accessible, up to 8.3%, ideally 5% or less

**Trailheads:** When appropriate, at major access points

**Lighting:** When appropriate for safety, at trailheads and access points, underpasses, crosswalks, and intersections




**Typical Cost:** $225/LF exclusive of bridges and steep topography

**Description:**

Neighborhood Trails support the Paved Shared Use Path trails system by providing connections to neighborhoods, parks, open spaces, and activity centers that are not on the greenway system. Like Paved Shared Use Path trails, these trails are designed to accommodate all trail users including walkers, joggers, and recreational and commuter cyclists on the same trail. Neighborhood trails are generally not destinations themselves. They require more narrow corridors and therefore have lower travel speeds. Neighborhood Trails typically are sited along roadway corridors, and while they should be well-separated from vehicle traffic, they may require at-grade road crossings of local and arterial roads. Landscaping and buffers are essential along neighborhood trails to enhance the user experience in the narrower corridor width and provide critical separation from adjacent uses.

**Trail Maintenance Responsibility:**

City of Pocatello

## SOFT SURFACE TRAIL

**Dimensions/Construction Standards**

**Surface:** Native surface, crusher fines, or aggregate

**Corridor Width:** N/A

**Tread Width:** 2 - 4 ft.

**Shoulder Width:** N/A

**Vertical Clearance:** 8 ft.

**Horizontal Clearance:** 1.5 ft.

**Grade:** 5-15%; Up to 8.3% for ADA; Steps may be required on hiking-only trails steeper than 10%

**Trailheads:** None

**Lighting:** None

**Typical Cost:** $16/LF

**Description:**

Soft Surface Trails are more narrow corridors with gravel, dirt, or crusher fines surfaces designed for slower speeds and volumes of use. Typical trail users include hikers, mountain bikers, and equestrians, and often these trails are sited in open spaces further from urban areas. Nearer to the edges of the city, natural surface trails offer a different kind of user experience than Paved Shared Use Path trails and Neighborhood trails in town. These trails may be designated as hiking trails or designated for use as mountain bike trails only. Drainage, erosion, and dust mitigation are typical construction concerns which can be addressed using soil hardener, water bars, rolling dips, and drainage culverts.

**Examples:**

- Red Hill Trail
- ISU XC Trails
- City Creek Management Area Trails

**Trail Maintenance Responsibility:**

City of Pocatello, ISU, BLM, USFS, and any owners of the open space where trails are located



# Park Classifications and Design Standards

The following classifications provide guidance on future development of both active and passive recreational amenities including parks, open space, and greenways. Direction for the definitions and principles builds on past planning efforts including the 2010 Open Space Management Plan and the 2009 Portneuf Greenway Master Plan, in addition to current best practices across the industry. There is no national standard for open space, park, or trail classifications.

## REGIONAL PARK DESIGN STANDARDS

**Typical Size:**

20-80 acres, but varies

**Description:**

Regional Parks are very large multi-use parks that serve several communities within a particular region. They are significantly larger in size and serve those areas within a one-hour driving **distance or** can be smaller but provide a specific attraction uniquely offered to the region. The Regional Park provides both active and passive recreation opportunities, with a wide selection of facilities for all age groups. They can include both indoor and outdoor activities. They may also include areas of nature preservation for activities such as sightseeing, nature study area, wildlife habitat, and conservation.

**Typical Features:**

- Sets of sports fields or courts
- Informal fields
- Conservation areas
- Connections to regional trails
- Play Structures or Splashpads
- Picnicking facilities (tables, shelters, barbeque pits, etc.)
- Indoor recreation or community spaces
- Public Art
- Restrooms
- Walking Paths and Trails
- Other Community, Neighborhood, and Pocket Park features
- Various other unique attractions

**Examples:**

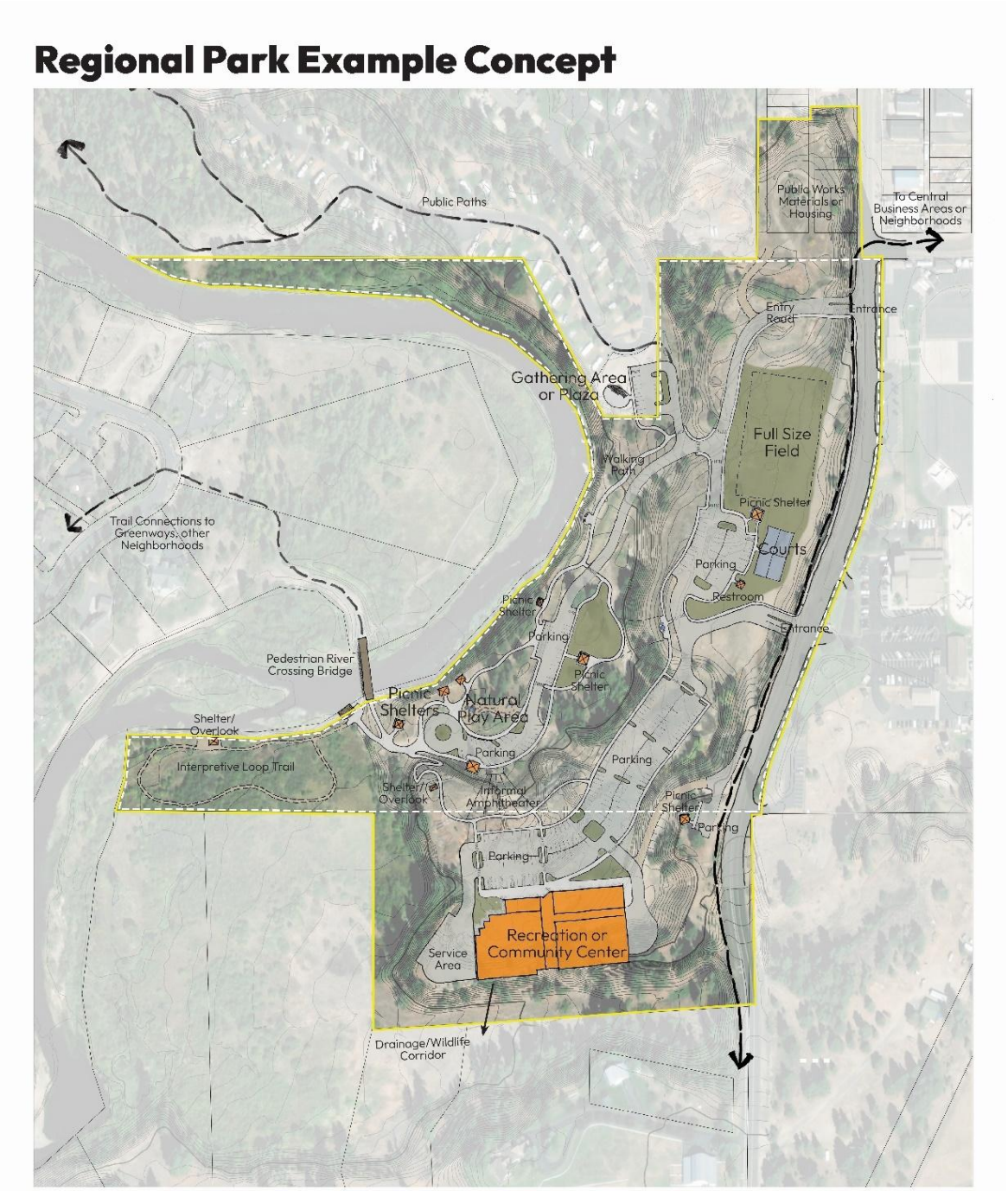
- N.O.P. Park
- OK Ward Park
- Lower Ross Park
- Upper Ross Park
- Indian Hills Soccer Complex

**Maintenance Responsibility:**

City of Pocatello

## REGIONAL PARK DESIGN PLAN

Below is an example of a potential Regional Park layout design that follows these design standards.



## COMMUNITY PARK DESIGN STANDARDS

**Typical Size:**

5-40 acres

**Description:**

Community Parks serve large segments of a city, and sometimes the entire population of the community, as well as the neighborhoods directly adjacent to and beyond the park. These parks offer a wide variety of uses, including active, passive, and recreation facilities. As the features of a community park can vary widely, typical uses of these parks can be diverse, including both indoor and outdoor activities. Community Parks can offer the space and resources for **sitting** facilities or features that are too large for a neighborhood park. With around a **two-to-five-mile** user radius, most park users should be able to drive, bike, or walk from city streets and trails network. When possible, connections to regional trails systems are characteristic of these parks.

**Typical Features:**

- Sports fields or courts
- Informal fields
- Park maintenance and equipment storage areas
- Play structures/areas
- Picnicking facilities (tables, shelters, barbeque pits, etc.)
- Restrooms
- Concession stands (food and beverage)
- Community Centers and meeting facilities
- Swimming/Water Features
- Dog park areas
- Public Art
- Other Neighborhood Park and Pocket Park features

**Examples:**

- Scardino Park
- Hawthorne Park
- Alameda Park
- Ammon Park
- Raymond Park
- Sister City Park
- Bartz Field
- Terrell and Ifft Park
- Caldwell Park
- Simplot Square
- Tydeman Park
- Optimist Park
- Halliwell Park

**Maintenance Responsibility:**

City of Pocatello, or ISU in some instances (Bartz Field)



## COMMUNITY PARK DESIGN PLAN

Below is an example of a potential Community Park layout design that follows these design standards.

### Community Park Example Concept



## NEIGHBORHOOD PARK DESIGN STANDARDS

**Typical Size:**

2-7 acres, but varies

**Description:**

Neighborhood Parks are smaller parks close to residents which serve the immediate surrounding neighborhood, depending on the uses and specific needs of that area. These parks offer a common area for family activities, informal play, and socializing with others. Neighborhood Parks can offer various programmed features including courts, picnic areas, gardens, and interpretive exhibits, but these features are not always present. The parks are typically neighborhood focal points and offer space and facilities for family activities that can be enjoyed within walking distance from home. Serving an area within one half to one mile in residential areas, they should be accessible through **a walkable** network of neighborhood trails, sidewalks, and pathways as well as smaller local roads with calm traffic.

**Typical Features:**

- Play structures
- Picnic tables
- Sports courts
- Lawns/grassy areas
- Restrooms (context dependent)
- Sports fields
- Gardens
- Public art
- Interpretive signs
- Dog parks (context dependent)

**Examples:**

- Empire Park
- Fremont Park
- Rainey Park
- Centennial Park
- Constitution Park
- Bonneville Park
- Taysom Rotary Park
- Westello Park
- Memorial Park
- Lookout Point Park
- Legacy Park

**Maintenance Responsibility:**

City of Pocatello



## NEIGHBORHOOD PARK DESIGN PLAN

Below is an example of a potential Neighborhood Park layout design that follows these design standards.

### Neighborhood Park Example Concept



## POCKET PARK

**Typical Size:**

.5-2 acres or smaller

**Description:**

Pocket parks are smaller green spaces offering beautification, greening, and unique kinds of sites throughout developed areas. They serve important, unique needs of residents and greatly enhance the character and livability of a community. Typically located in a downtown or densely developed area, users of pocket parks can range depending on the immediate neighborhood, or surrounding businesses. Pocket parks are often sited in city lots, urban plazas, or vacated rights-of-way.

When located in neighborhood areas, pocket parks can include tot lots and playground areas, or other types of recreation facilities. When located downtown or in commercial areas, pocket parks typically serve more passive purposes, and might include memorials, artwork, small social gathering spaces, or scenic views. They can include more hard-scape plazas with benches, signage, and public art. Ideally, these parks and places are connected through designated pedestrian and/or bicycle routes.

**Typical Features:**

- Picnic tables
- Small play features
- Seating
- Landscaping
- Interpretive signs
- Historical markers or memorials
- Statues and Art
- Shade features
- Drinking fountains
- Bicycle racks

**Examples:**

- Freckelton Park
- Brady Park
- Pioneer Park
- Trapper Park
- Pre-History Park
- Bremmer Park
- Purce Park
- Gold Star Park

**Maintenance Responsibility:**

City of Pocatello

## POCKET PARK DESIGN PLAN

Below is an example of a potential Pocket Park layout design that follows these design standards.



## OPEN SPACE

**Typical Size:**

Varies

**Description:**

As defined in the 2010 Pocatello Open Space Plan, open space is natural, cultural, aesthetic, agricultural, and urban resources that warrant protection in an effort to preserve our environment in a manner that results in a high quality of life for present and future generations.

Open space classified parks are lands set aside to provide protected natural resources, forests, wetlands, greenways, scenic viewsheds, unique natural features, and wildlife habitats and corridors. Preserved open spaces may or may not offer public access. These spaces are stewarded to serve natural resource protection primarily, though some offer public access for passive recreation, including waterways, natural surface trails, and picnic areas. Some of these properties may be permanently designated or protected as open space through a conservation easement.

**Typical Features:**

- Wildlife habitats
- Scenic views
- Wetlands/waterbodies
- Natural surface trails

**Examples:**

- Oxbow Park
- Sacajawea Park
- City Creek
- Management Area

**Maintenance Responsibility:** BLM, City of Pocatello, ISU

## SPECIAL USE PARK AND FACILITY

**Typical Size:**

Varies

**Description:**

Special use parks serve a number of different functions and can be designed for revenue-generating enterprises or created specifically to serve the demand for a particular activity or function.

Special use parks or facilities cover a broad range of types of sites oriented toward specialized or single-purpose use such as cultural or educational facilities, festival space, recreational activity, sports competition, or carrying out support of city operations. The kinds and geographic range of users can vary widely, but typically special use parks can serve residents throughout an entire city.

**Typical Features:**

Varies

**Examples:**

- Ross Park Aquatic Center
- Ice Rink
- Zoo Idaho
- Rose Garden Park
- Bannock Bark Park

**Maintenance Responsibility:**

Varies, based on function of facility

CITY OF POCATELLO

## ROSS PARK CONCEPTUAL DESIGN

This conceptual design is currently under review.





# Funding and Revenue Strategies

Park systems often rely on the same funding sources for their projects, programs, and capital improvements, as well as the ongoing financial support their agency requires. Funding sources change regarding how they provide funding and what organizations they will support. Pocatello has an opportunity with the implementation of this PROST Plan to explore additional funding and revenue strategies.

Understanding the type of sources and opportunities available can be valuable to the sustainability of a park and recreation system. It is important to expand the range of sources where funding is obtained and develop a strategy to locate new sources. Developing new funding strategies, understanding new potential funding sources, and successfully obtaining new funding can be lengthy and time consuming, yet it can provide capital and operational dollars when normal funding channels change.

## Successful Parks and Recreation Funding Options

The following three categories are examples of sources considered to be viable methods used in the parks and recreation industry:

- **Dedicated Funding:** These funds (often in the form of various tax options) are appropriated or set aside for a limited purpose.
- **Earned Income:** Revenue generated by membership fees, facility rentals, program fees and other sources where the agency is paid for services or what they provide.
- **Financial Support:** These monies are acquired by applying for grants, through foundation fundraising, corporations, organizations, as well as state and federal sources.

### DEDICATED FUNDING SOURCES

- **Taxable Bonds** through Voter Approved Referenda are used primarily to support the development of large community-based projects like a community center, field house, signature park, trails system
- **Transient Occupancy Tax from Hotels** are used to help pay for recreation facilities that have a high level of tourism involved such as sport tournaments for youth and adults held in the city by the Department and are used to help build and pay for the development and management of those facilities.
- **Land Value Captive Taxes** such as a Tax Increment Finance Funds are used to help support community centers and field houses whereby businesses benefit from higher property values based on their location to these amenities and the difference between the existing property values and the new property value is used to fund the development until the development is paid off.
- **Local Improvement Districts or Business Improvement Districts** are typically established in communities that are in a downtown business district. The BID district requires 60% of the owners to support the BID before it can be put into place and the money is used for improving the aesthetics such as streetscapes, flowers, sidewalk cleaning, signage, sidewalk furniture, hosting concerts and special events that attract people to spend time and money in the downtown area.

- **Developer Impact Fees** are used to support neighborhood park development in the property near or in their development as a way of enticing new homeowners to move into the development. The developer pays the impact fee at the time of the permit like impact fees for roads, sewers, and general utilities based on the value of the homes that are being built.
- **Real-Estate Transfer Fees** are established at usually 1% of the sale price of a home and is paid by the buyer to support ongoing park infrastructure in the area where the house is located.

### EARNED INCOME

- **Land Leases** allow park system to lease prime property to developers for restaurants along trails or in parks, retail operations that benefit users in the park to support the ongoing operation of the park over a period of time.
- **Health Care/Hospital Partnerships** are becoming a major partner for park and recreation agencies to help support the development of community centers that have health related amenities in them like fitness centers, therapy pools and walking tracks. Some health care providers put in rehab centers inside of the community center and pay the development cost associated with the ongoing building costs.
- **Fees for Services** are typically used to support the operational cost and capital cost for parks and recreation programs and amenities which is occurring in Brookings now.
- **Room Override Rates** from hotels used for major tournaments. These revenues go back to the city to help pay for the management and cost of hosting the tournament.
- **Establishment/Growth of a Park Foundation** is an appropriate revenue source for the Department to consider especially in a college town. The Park Foundation typically raised money for park related improvements, programs for disadvantaged users and they support the development of new facilities that are needed in the city.
- **Local Not-for-Profit Foundations Gifts** usually help pay for specific music at special events or for helping to provide a running event in the city or a sports tournament.
- **Capital Fee on top of an Access Fee** to pay for a revenue producing facility need. This type of fee is usually associated with an amenity like a golf course where the users help to improve an irrigation system or improve cart paths because they benefit most from the capital fee. The fee is removed once the improvement is paid off.
- **Corporate Sponsorships** help to pay for the operations of signature facilities like sports complexes, indoor community centers, ice rinks and they pay for an impression point usually in the $0.35 to $0.50 per impression point on an annual basis.
- **Naming Rights** are used to help to capitalize a community center or special use facility and typically are good for 10 to 20 years before it is removed.
- **Public/ Not-for-Profit/ Private Partnerships** are used to help offset operational costs or capital costs for community-based facilities like trails, nature centers, sport complexes, community centers, ice rinks, signature parks, special event sites that bring in and support a high level of users.
- **Licensing Fees** for a signature park or event that others want to use to make money from can be applied to elements of a park from a user or business as it applies to products sold on site, music, advertising, and ongoing events to be held on site.

- **Outsource Operations** to the private sector to save money where the cost is less costly to provide the same level of service. This can be in any form of service the system provides now from contracting with instructors, managing forestry operations, managing landscapes in the city, care of park related equipment are a few examples.
- **Volunteerism** is an indirect funding source use by many departments to support the operations of parks and recreation services. The time the volunteer gives can be used for in kind support matches on state and federal grants in lieu of money. Best practices agencies try to get 15% of the work force hours from volunteers.
- **Maintenance Endowments** are established as new facilities are developed like all-weather turf to support replacement costs when the asset life is used up and need replaced.
- **User Fees** are currently used by the Department is using now to offset their operational cost based on the private good that the service is providing to the user.
- **Entrance Fees** (pools, community centers, parks)
    - Daily Fees
    - Non-Resident Fees
    - Group Fees
    - Prime Time and Non-Prime Time fees
    - Group and Volume Fees
    - Permit Fees
    - Reservation Fees
    - Catering Fees
    - Food Truck Fees
    - Ticket Sales
    - Photography Fees
    - Price by loyalty, length of stay and level of exclusivity.

## FINANCIAL SUPPORT

- **Land and Water Conservation Fund** is the primary funding source for federal grants and requires a match from the local jurisdiction of 50%.
- **Transportation Alternatives Program** (TAP) provides greenways and trails grants for park systems across the system.
- **Recreation Trails Funding Program** for development of urban linkages, trail head and trailside facilities.
- **Private Donations** can be sought to help develop community-based facilities like community centers, sports complexes, outdoor theatres, and nature education facilities.

# Conclusion

Quality of life in Pocatello is a fabric woven through being connected, healthy, well, and economically vibrant. Pocatello parks and recreation programs are a critical part of the ecosystem through which this is possible. It is clear throughout this process that Pocatello is led by strong vision and a commitment to outcomes. The *Parks, Recreation, Open Space, and Trails Plan* has been constructed with all these goals, objectives, and principles as its foundation.

The residents of Pocatello desire and expect a well maintained, modern, creative, and inclusive parks and recreation system. They have said they are willing to invest in parks that enhance their quality of life. The recommendations within this plan are focused on improving existing conditions, creating new opportunities, and meeting current and future needs identified by the community.

A strong parks and recreation strategic plan should be both realistic and ambitious. This plan strives to be both. There are real needs that should be addressed in the present. There are mid-term needs and opportunities that require planning and execution. There are long-term needs and opportunities that require further exploration and discovery. That is what makes this strategic plan a dynamic and living document. It is a road map and framework for the future.

There are important things the community must do to make any of this possible. First and foremost, willingness to take action for continued financial support of high-quality parks and recreation must remain a valued priority. The accomplishments of developing best-in-class parks and facilities over the last 10-20 years have proven Pocatello has the capacity and willingness to make these investments, and the ability to deliver. The overall return on investment in the parks system supports this community in diverse and numerous ways including social, educational, health and wellness, economic, and quality of life benefits. Continued investment in a modern and evolving parks system that mirrors the growth and evolution of the City is critical.

Pocatello loves and heavily uses its parks and recreation system. The vision and recommendations of this plan will continue that tradition and set the community up for continued success in the years that follow.

# Appendix A – National Trends In Recreation

## NATIONAL TRENDS IN RECREATION

The Sports & Fitness Industry Association's (SFIA*) Sports, Fitness & Leisure Activities Topline Participation Report 2023* was utilized in evaluating the following trends:

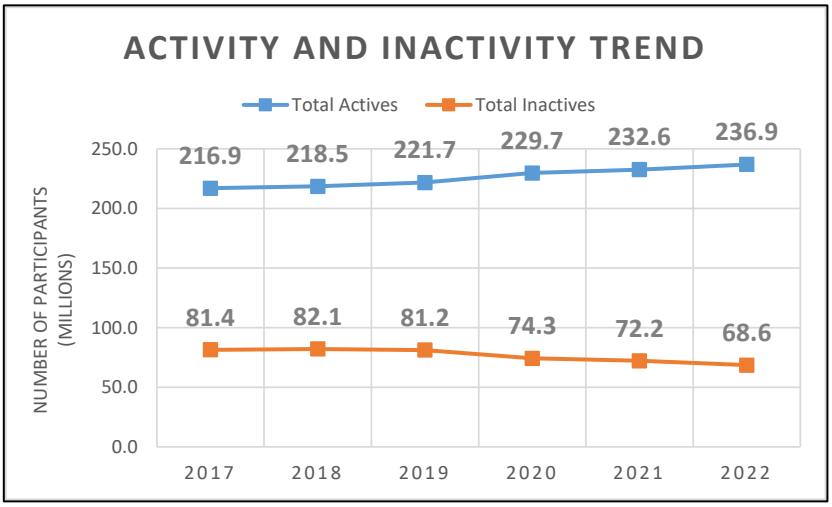
- National Recreation Participatory Trends
- Core vs. Casual Participation Trends

The study is based on findings from surveys conducted in 2022 by the Sports Marketing Surveys USA (SMS), resulting in a total of 18,000 online interviews. Surveys were administered to all genders, ages, income levels, regions, and ethnicities to allow for statistical accuracy of the national population. A sample size of 18,000 completed interviews is considered by SFIA to result in a high degree of statistical accuracy. A sport with a participation rate of five percent has a confidence interval of plus or minus 0.32 percentage points at a 95 percent confidence level. Using a weighting technique, survey results are applied to the total U.S. population figure of 305,439,858 people (ages six and older).

The purpose of the report is to establish levels of activity and identify key participatory trends in recreation across the U.S. This study looked at 120 different sports/activities and subdivided them into various categories including: sports, fitness, outdoor activities, aquatics, etc.

## OVERALL PARTICIPATION

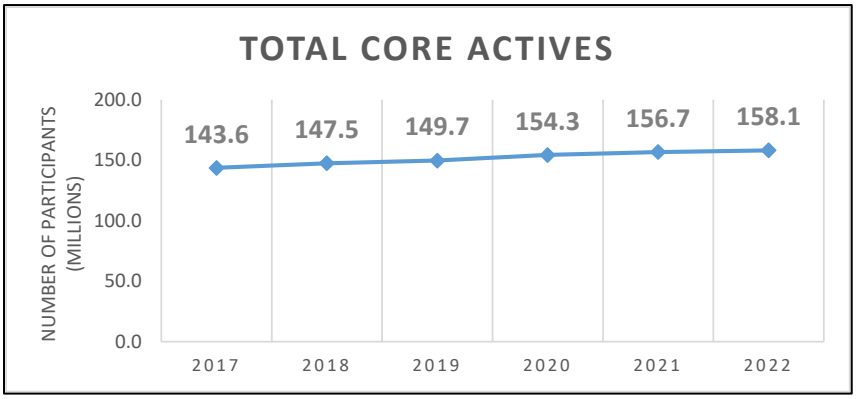
Approximately 236.9 million people ages six and over reported being active in 2022, which is a 1.9% increase from 2021 and the greatest number of active Americans in the last 6 years. This is an indicator that Americans are continuing to make physical activity more of a priority in their lives. Outdoor activities continue to thrive, recreation facilities reopened. fitness at home maintains popularity, and team sports are slowly reaching pre-pandemic participation levels. The chart below depicts participation levels for active and inactive (those who engage in no physical activity) Americans over the past 6 years.



### Core vs. Casual Participation

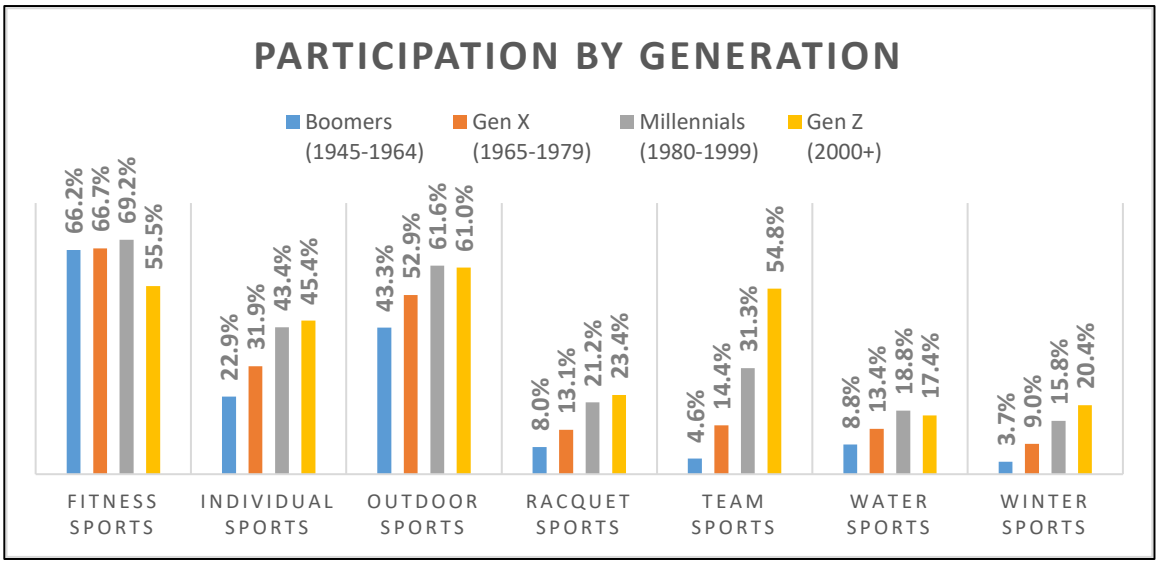
In addition to overall participation rates, SFIA further categorizes active participants as either core or casual participants based on frequency of participation. Core participants have higher participatory frequency than casual participants. The thresholds that define casual versus core participation may vary based on the nature of each individual activity. For instance, core participants engage in most fitness activities more than fifty times per year, while for sports, the threshold for core participation is typically 13 times per year.

In each activity, core participants are more committed and tend to be less likely to switch to other activities or become inactive (engage in no physical activity) than causal participants. This may also explain why activities with more core participants tend to experience less pattern shifts in participation rates than those with larger groups of casual participants. Increasing for the fifth straight year, 158.1 million people were considered CORE participants in 2022.




### Participation by Generation

The following chart shows 2022 participation rates by generation. Fitness sports continue to be the go-to means of exercise for Boomers, Gen X, and Millennials. Over half of the Gen X, Millennials, and Gen Z generation participated in one type of outdoor activity. Team sports were heavily dominated by generation Gen Z and nearly a third of Gen X also participated in individual sports such as golf, trail running, triathlons, and bowling.



**Highlights**

Team sports are continuing to recover due to shutdowns during the pandemic. Team sports participation rate increased to 23.2% which is near 2019 participation levels. Pickleball continues to be the fastest growing sport in America by doubling its participation in 2022. Following the popularity of pickleball, every racquet sport also increased in total participation in 2022.

Americans continued to practice yoga, attend Pilates training, workout with kettlebells, started indoor climbing, and while others took to the hiking trail. The waterways traffic had an increase of stand-up paddlers, kayaks, and jet skis. Gymnastics, swimming on a team, court volleyball, and fast-pitch softball benefited from the participation boom created from the Olympics.

Water sports had the largest gain in participation rates. Activities such as jet skiing, scuba diving, and boardsailing/windsurfing all contributed to the 7% increase. Outdoor sports continued to grow with 55% percent of the U.S. population participating. This rate remains higher than pre-pandemic levels with a 51% participation rate in 2019. The largest contributor to this gain was trail running, having a 45% increase over the last five years.

## NATIONAL TRENDS IN GENERAL SPORTS

**Participation Levels**

The top sports most heavily participated in the United States were basketball (28.1 million), golf (25.6 million), and tennis (23.6 million) which have participation figures well more than the other activities within the general sports category. Baseball (15.5 million), and outdoor soccer (13.0 million) round out the top five.

The popularity of basketball, golf, and tennis can be attributed to the ability to compete with small number of participants, this coupled with an ability to be played outdoors and/or properly distanced helps explain their popularity during the COVID-19 pandemic. Basketball's overall success can also be attributed to the limited amount of equipment needed to participate and the limited space requirements necessary, which make basketball the only traditional sport that can be played at most American dwellings as a drive-way pickup game. Golf continues to benefit from its wide age segment appeal and is considered a life-long sport. In addition, target-type game venues or golf entertainment venues have increased drastically (86.2%) as a 5-year trend, using golf entertainment (e.g., Top Golf) as a new alternative to breathe life back into the game of golf.



### Five-Year Trend

Since 2017, pickleball (185.7%), golf - entertainment venues (86.2%), and tennis (33.4%) have shown the largest increase in participation. Similarly, basketball (20.3%) and outdoor soccer (9.2%) have also experienced significant growth. Based on the five-year trend from 2017-2022, the sports that are most rapidly declining in participation include ultimate frisbee (-31.5%), rugby (-28.1%), and roller hockey (-25.4%).

### One-Year Trend

The most recent year shares some similarities with the five-year trends; with pickleball (85.7%) and golf - entertainment venues (25.7%) experiencing some of the greatest increases in participation this past year. Other top one-year increases include racquetball (8.0%), badminton (7.1%), and gymnastics (7.1%).

Sports that have seen moderate 1-year increases, but 5-year decreases are racquetball (8.0%), gymnastics (7.1%), and court volleyball (4.2%). This could be a result of coming out of the COVID-19 pandemic and team program participation on the rise. Similar to their 5-year trend, rugby (-5.8%), roller hockey (-4.0%), and ultimate frisbee (-2.2%) have seen decreases in participation over the last year.

### Core vs. Casual Trends in General Sports

General sport activities, basketball, court volleyball, and slow pitch softball have a larger core participant base (participating 13+ times per year) than casual participant base (participating 1-12 times per year). Due to the COVID-19 pandemic, most activities showed a decrease in their percentage of core participants. However, there were significant increases in the percentage of casual participation for basketball, baseball, pickleball, outdoor soccer, flag football, badminton, and indoor soccer in the past year.

| National Participatory Trends - General Sports | | | | | |
|---|---|---|---|---|---|
| Activity | Participation Levels | | | % Change | |
| | 2017 | 2021 | 2022 | 5-Year Trend | 1-Year Trend |
| Basketball | 23,401 | 27,135 | 28,149 | 20.3% | 3.7% |
| Golf (9 or 18-Hole Course) | 23,829 | 25,111 | 25,566 | 7.3% | 1.8% |
| Tennis | 17,683 | 22,617 | 23,595 | 33.4% | 4.3% |
| Golf (Entertainment Venue) | 8,345 | 12,362 | 15,540 | 86.2% | 25.7% |
| Baseball | 15,642 | 15,587 | 15,478 | -1.0% | -0.7% |
| Soccer (Outdoor) | 11,924 | 12,556 | 13,018 | 9.2% | 3.7% |
| Pickleball | 3,132 | 4,819 | 8,949 | 185.7% | 85.7% |
| Football (Flag) | 6,551 | 6,889 | 7,104 | 8.4% | 3.1% |
| Badminton | 6,430 | 6,061 | 6,490 | 0.9% | 7.1% |
| Volleyball (Court) | 6,317 | 5,849 | 6,092 | -3.6% | 4.2% |
| Softball (Slow Pitch) | 7,283 | 6,008 | 6,036 | -17.1% | 0.5% |
| Soccer (Indoor) | 5,399 | 5,408 | 5,495 | 1.8% | 1.6% |
| Football (Tackle) | 5,224 | 5,228 | 5,436 | 4.1% | 4.0% |
| Football (Touch) | 5,629 | 4,884 | 4,843 | -14.0% | -0.8% |
| Gymnastics | 4,805 | 4,268 | 4,569 | -4.9% | 7.1% |
| Volleyball (Sand/Beach) | 4,947 | 4,184 | 4,128 | -16.6% | -1.3% |
| Track and Field | 4,161 | 3,587 | 3,690 | -11.3% | 2.9% |
| Racquetball | 3,526 | 3,260 | 3,521 | -0.1% | 8.0% |
| Cheerleading | 3,816 | 3,465 | 3,507 | -8.1% | 1.2% |
| Ice Hockey | 2,544 | 2,306 | 2,278 | -10.5% | -1.2% |
| Softball (Fast Pitch) | 2,309 | 2,088 | 2,146 | -7.1% | 2.8% |
| Ultimate Frisbee | 3,126 | 2,190 | 2,142 | -31.5% | -2.2% |
| Wrestling | 1,896 | 1,937 | 2,036 | 7.4% | 5.1% |
| Lacrosse | 2,171 | 1,892 | 1,875 | -13.6% | -0.9% |
| Roller Hockey | 1,834 | 1,425 | 1,368 | -25.4% | -4.0% |
| Squash | 1,492 | 1,185 | 1,228 | -17.7% | 3.6% |
| Rugby | 1,621 | 1,238 | 1,166 | -28.1% | -5.8% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | |
| Participation Growth/Decline: | Large Increase (greater than 25%) | Moderate Increase (0% to 25%) | Moderate Decrease (0% to -25%) | Large Decrease (less than -25%) | |

## NATIONAL TRENDS IN GENERAL FITNESS

### Participation levels

Overall, national participatory trends in fitness have experienced growth in recent years. Many of these activities have become popular due to an increased interest among Americans to improve their health and enhance quality of life by engaging in an active lifestyle. The most popular general fitness activities in 2022 also were those that could be done at home or in a virtual class environment. The activities with the most participation was walking for fitness (114.8 million), treadmill (53.6 million), free weights (53.1 million), running/jogging (47.8 million), and yoga (33.6 million).




### Five-Year Trend

Over the last five years (2017-2022), the activities growing at the highest rate were trail running (44.9%), yoga (23.0%), Pilates training (14.0%) and dance, step & choreographed exercise. Over the same period, the activities that have undergone the biggest decline in participation include group stationary cycling (-33.4%), cross-training style workout (-32.1%) and non-traditional/off road triathlons (-28.1%).

### One-Year Trend

In the last year, fitness activities with the largest gains in participation were group-related activities, cardio kickboxing (8.5%), Pilates training (5.8%), and group stationary cycling (5.5%). This 1-year trend is another indicator that participants feel safe returning to group-related activities. Trail running (5.9%) also saw a moderate increase indicating trail connectivity to continue to be important for communities to provide. In the same span, fitness activities that had the largest decline in participation were cross-training style workout (-5.3%), bodyweight exercise (-2.6%) and running/jogging (-2.4%).

### Core vs. Casual Trends in General Fitness

Participants of walking for fitness are mostly core users (participating 50+ times) and have seen a 1.5% growth in the last five years.

| National Participatory Trends - General Fitness | | | | | |
|---|---|---|---|---|---|
| Activity | Participation Levels | | | % Change | |
| | 2017 | 2021 | 2022 | 5-Year Trend | 1-Year Trend |
| Walking for Fitness | 110,805 | 115,814 | 114,759 | 3.6% | -0.9% |
| Treadmill | 52,966 | 53,627 | 53,589 | 1.2% | -0.1% |
| Free Weights (Dumbbells/Hand Weights) | 52,217 | 52,636 | 53,140 | 1.8% | 1.0% |
| Running/Jogging | 50,770 | 48,977 | 47,816 | -5.8% | -2.4% |
| Yoga | 27,354 | 34,347 | 33,636 | 23.0% | -2.1% |
| Stationary Cycling (Recumbent/Upright) | 36,035 | 32,453 | 32,102 | -10.9% | -1.1% |
| Weight/Resistant Machines | 36,291 | 30,577 | 30,010 | -17.3% | -1.9% |
| Free Weights (Barbells) | 27,444 | 28,243 | 28,678 | 4.5% | 1.5% |
| Elliptical Motion/Cross-Trainer | 32,283 | 27,618 | 27,051 | -16.2% | -2.1% |
| Dance, Step, & Choreographed Exercise | 22,616 | 24,752 | 25,163 | 11.3% | 1.7% |
| Bodyweight Exercise | 24,454 | 22,629 | 22,034 | -9.9% | -2.6% |
| High Impact/Intensity Training | 21,476 | 21,973 | 21,821 | 1.6% | -0.7% |
| Trail Running | 9,149 | 12,520 | 13,253 | 44.9% | 5.9% |
| Rowing Machine | 11,707 | 11,586 | 11,893 | 1.6% | 2.6% |
| Stair Climbing Machine | 14,948 | 11,786 | 11,677 | -21.9% | -0.9% |
| Pilates Training | 9,047 | 9,745 | 10,311 | 14.0% | 5.8% |
| Cross-Training Style Workout | 13,622 | 9,764 | 9,248 | -32.1% | -5.3% |
| Martial Arts | 5,838 | 6,186 | 6,355 | 8.9% | 2.7% |
| Stationary Cycling (Group) | 9,409 | 5,939 | 6,268 | -33.4% | 5.5% |
| Cardio Kickboxing | 6,693 | 5,099 | 5,531 | -17.4% | 8.5% |
| Boxing for Fitness | 5,157 | 5,237 | 5,472 | 6.1% | 4.5% |
| Boot Camp Style Cross-Training | 6,651 | 5,169 | 5,192 | -21.9% | 0.4% |
| Barre | 3,436 | 3,659 | 3,803 | 10.7% | 3.9% |
| Tai Chi | 3,787 | 3,393 | 3,394 | -10.4% | 0.0% |
| Triathlon (Traditional/Road) | 2,162 | 1,748 | 1,780 | -17.7% | 1.8% |
| Triathlon (Non-Traditional/Off Road) | 1,878 | 1,304 | 1,350 | -28.1% | 3.5% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | Moderate Increase (0% to 25%) | Moderate Decrease (0% to -25%) | Large Decrease (less than -25%) | |

## NATIONAL TRENDS IN OUTDOOR/ADVENTURE RECREATION

### Participation levels

Results from the SFIA report demonstrate rapid growth in participation regarding outdoor/adventure recreation activities. Much like general fitness activities, these activities encourage an active lifestyle, can be performed individually, and are not as limited by time constraints. In 2022, the most popular activities, in terms of total participants include day hiking (59.5 million), road bicycling (43.6 million), freshwater fishing (41.8 million), camping (37.4 million), and wildlife viewing (20.6 million).



### Five-year trend

From 2017-2022, sport/bouldering (174.8%), camping (42.5%), skateboarding (41.3%), day hiking (32.7%), birdwatching (28.6%) has undergone large increases in participation. The five-year trend also shows activities such as indoor climbing (-51.4%), adventure racing (-32.2%) to be the only activities with double-digit decreases in participation.

### One-year trend

The one-year trend shows most activities growing in participation from the previous year. The most rapid growth being in sport/boulder climbing (151.1%), BMX bicycling (8.3%), birdwatching (6.8%), and in-line roller skating (4.7%). Over the last year, the only activities that underwent decreases in participation were indoor climbing (-56.9%), adventure racing (-6.1%), and overnight backpacking (-0.9%).

### Core vs. casual trends in outdoor / Adventure recreation

Most outdoor activities have experienced participation growth in the last five-years. Although this is a positive trend, it should be noted that all outdoor activities participation, besides adventure racing, consist primarily of casual users. *Please see **Appendix A** for the full core vs. casual participation breakdown.*

| National Participatory Trends - Outdoor / Adventure Recreation | | | | | |
|---|---|---|---|---|---|
| **Activity** | **Participation Levels** | | | **% Change** | |
| | **2017** | **2021** | **2022** | **5-Year Trend** | **1-Year Trend** |
| Hiking (Day) | 44,900 | 58,697 | 59,578 | 32.7% | 1.5% |
| Bicycling (Road) | 38,866 | 42,775 | 43,554 | 12.1% | 1.8% |
| Fishing (Freshwater) | 38,346 | 40,853 | 41,821 | 9.1% | 2.4% |
| Camping | 26,262 | 35,985 | 37,431 | 42.5% | 4.0% |
| Wildlife Viewing (>1/4 mile of Vehicle/Home) | 20,351 | 20,452 | 20,615 | 1.3% | 0.8% |
| Camping (Recreational Vehicle) | 16,159 | 16,371 | 16,840 | 4.2% | 2.9% |
| Birdwatching (>1/4 mile of Vehicle/Home) | 12,296 | 14,815 | 15,818 | 28.6% | 6.8% |
| Fishing (Saltwater) | 13,062 | 13,790 | 14,344 | 9.8% | 4.0% |
| Backpacking Overnight | 10,975 | 10,306 | 10,217 | -6.9% | -0.9% |
| Skateboarding | 6,382 | 8,747 | 9,019 | 41.3% | 3.1% |
| Bicycling (Mountain) | 8,609 | 8,693 | 8,916 | 3.6% | 2.6% |
| Fishing (Fly) | 6,791 | 7,458 | 7,631 | 12.4% | 2.3% |
| Archery | 7,769 | 7,342 | 7,428 | -4.4% | 1.2% |
| Climbing (Sport/Boulder) | 2,103 | 2,301 | 5,778 | 174.8% | 151.1% |
| Roller Skating, In-Line | 5,268 | 4,940 | 5,173 | -1.8% | 4.7% |
| Bicycling (BMX) | 3,413 | 3,861 | 4,181 | 22.5% | 8.3% |
| Climbing (Indoor) | 5,045 | 5,684 | 2,452 | -51.4% | -56.9% |
| Climbing (Traditional/Ice/Mountaineering) | 2,527 | 2,374 | 2,452 | -3.0% | 3.3% |
| Adventure Racing | 2,529 | 1,826 | 1,714 | -32.2% | -6.1% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | Moderate Increase (0% to 25%) | Moderate Decrease (0% to -25%) | Large Decrease (less than -25%) | |

## NATIONAL TRENDS IN AQUATICS

### Participation Levels

Swimming is deemed a lifetime activity, which is why it continues to have such strong participation. In 2022, fitness swimming remained the overall leader in participation (26.3 million) amongst aquatic activities.




### Five-year trend

Assessing the five-year trend, fitness swimming (-3.2%) and swimming on a team (-3.4%) experienced moderate decreases due to the accessibility of facilities during COVID-19. While aquatic exercise (2.1%) saw a slight increase in participation during this same time period.

### One-year Trend

In 2022, all aquatic activities saw moderate increases in participation which can be asserted to facilities and programs returning to pre-COVID-19 pandemic levels. Swimming on a team (2.8%), aquatic exercise (2.7%) and fitness swimming (2.5%) saw moderate increases in participation.

### Core vs. Casual Trends in Aquatics

All activities in aquatic trends have undergone an increase in casual participation (1-49 times per year) over the last five years.

| National Participatory Trends - Aquatics | | | | | |
|---|---|---|---|---|---|
| **Activity** | **Participation Levels** | | | **% Change** | |
| | **2017** | **2021** | **2022** | **5-Year Trend** | **1-Year Trend** |
| Swimming (Fitness) | 27,135 | 25,620 | 26,272 | -3.2% | 2.5% |
| Aquatic Exercise | 10,459 | 10,400 | 10,676 | 2.1% | 2.7% |
| Swimming on a Team | 3,007 | 2,824 | 2,904 | -3.4% | 2.8% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | Moderate Increase (0% to 25%) | Moderate Decrease (0% to -25%) | Large Decrease (less than -25%) | |

## NATIONAL TRENDS IN WATER SPORTS/ACTIVITIES

### Participation Level

The most popular water sports / activities based on total participants in 2022 were recreational kayaking (13.6 million), canoeing (9.5 million), and snorkeling (7.4 million). It should be noted that water activity participation tends to vary based on regional, seasonal, and environmental factors. A region with more water access and a warmer climate is more likely to have a higher participation rate in water activities than a region that has a long winter season or limited water access. Therefore, when assessing trends in water sports and activities, it is important to understand that fluctuations may be the result of environmental barriers which can influence water activity participation.




### Five-Year Trend

Over the last five years, surfing (37.8%), recreational kayaking (28.7%), stand-up paddling (13.6%) and white-water kayaking (9.0%) were the fastest growing water activities. From 2017-2022, activities declining in participation were water skiing (-14.9%), snorkeling (-12.0%), boardsailing/windsurfing (-11.6%), and sea/touring kayaking (10.6%).

### One-Year Trend

In 2022, water skiing (-0.6%) was the only water activity to see a decrease in participation. Activities which experienced the largest increases in participation in the most recent year include jet skiing (7.6%), scuba diving (7.4%), boardsailing/windsurfing (7.2%), and surfing (6.6%).

### Core vs. Casual Trends in Water Sports / Activities

As mentioned previously, regional, seasonal, and environmental limiting factors may influence the participation rate of water sport and activities. These factors may also explain why all water-based activities have drastically more casual participants than core participants, since frequencies of activities may be constrained by uncontrollable factors.

| National Participatory Trends - Water Sports / Activities | | | | | |
|---|---|---|---|---|---|
| Activity | Participation Levels | | | % Change | |
| | 2017 | 2021 | 2022 | 5-Year Trend | 1-Year Trend |
| Kayaking (Recreational) | 10,533 | 13,351 | 13,561 | 28.7% | 1.6% |
| Canoeing | 9,220 | 9,199 | 9,521 | 3.3% | 3.5% |
| Snorkeling | 8,384 | 7,316 | 7,376 | -12.0% | 0.8% |
| Jet Skiing | 5,418 | 5,062 | 5,445 | 0.5% | 7.6% |
| Stand-Up Paddling | 3,325 | 3,739 | 3,777 | 13.6% | 1.0% |
| Surfing | 2,680 | 3,463 | 3,692 | 37.8% | 6.6% |
| Sailing | 3,974 | 3,463 | 3,632 | -8.6% | 4.9% |
| Rafting | 3,479 | 3,383 | 3,595 | 3.3% | 6.3% |
| Water Skiing | 3,572 | 3,058 | 3,040 | -14.9% | -0.6% |
| Wakeboarding | 3,005 | 2,674 | 2,754 | -8.4% | 3.0% |
| Kayaking (White Water) | 2,500 | 2,587 | 2,726 | 9.0% | 5.4% |
| Scuba Diving | 2,874 | 2,476 | 2,658 | -7.5% | 7.4% |
| Kayaking (Sea/Touring) | 2,955 | 2,587 | 2,642 | -10.6% | 2.1% |
| Boardsailing/Windsurfing | 1,573 | 1,297 | 1,391 | -11.6% | 7.2% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | Moderate Increase (0% to 25%) | Moderate Decrease (0% to -25%) | Large Decrease (less than -25%) | |

## DETAILED OUTDOOR RECREATION PARTICIPATION RATES

Below are the findings from the recently completed *2021 Outdoor Recreation Participation Report,* conducted in 2022 by the Outdoor Industry Foundation, used to justify this PROST Plan's Outdoor Recreation Recommendations (found on page 22). The results are shown in the table below. Participation is measured in millions of people and percentage of total U.S. population.

| Activity | Participation (millions) | Percent of Population |
|---|---|---|
| Running, Jogging and Trail Running | 63.8 | 21.0% |
| Hiking | 57.8 | 19.0% |
| Freshwater, Saltwater and Flyfishing | 54.7 | 18.0% |
| Road Biking, Mountain Biking and BMX | 52.7 | 17.3% |
| Car, Backyard, Backpacking and RV Camping | 47.9 | 15.8% |

The tables below detail the most popular outdoor activities by personal income and age segment.

| Interest Level | Under $25,000 | $25,000-$49,000 | $50,000-$74,999 | $75,000-$99,9999 | $100,000+ |
|---|---|---|---|---|---|
| **1** | Fishing | Fishing | Hiking | Hiking | Hiking |
| **2** | Hiking | Hiking | Fishing | Working out w/weights | Working out w/weights |
| **3** | Camping | Camping | Camping | Fishing | Yoga |
| **4** | Working out w/weights | Working out w/weights | Working out w/weights | Cardio Fitness | Cardio Fitness |
| **5** | Yoga | Yoga | Cardio Fitness | Working out w/ machines | Working out w/ machines |

| Interest Level | Ages 6-12 | Ages 13-17 | Ages 18-24 | Ages 25-34 | Ages 35-44 | Ages 45-54 | Ages 55-64 | Ages 65+ |
|---|---|---|---|---|---|---|---|---|
| **1** | Basketball | Basketball | Running | Running | Hiking | Hiking | Hiking | Fishing |
| **2** | Soccer | Fishing | Yoga | Hiking | Yoga | Fishing | Fishing | Hiking |
| **3** | Fishing | Running | Hiking | Cardio Fitness | Camping | Working out w/weights | Working out w/weights | Working out w/machines |
| **4** | Camping | Camping | Working out w/weights | Yoga | Cardio Fitness | Camping | Working out w/machines | Working out w/weights |
| **5** | Baseball | Hiking | Cardio Fitness | Working out w/weights | Working out w/weights | Cardio Fitness | Cardio Fitness | Swimming for Fitness |

# Core vs. Casual Participation Trends – Full Trends Data

## GENERAL SPORTS

| National Core vs Casual Participatory Trends - General Sports | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Basketball** | **23,401** | **100%** | **27,135** | **100%** | **28,149** | **100%** | **20.3%** | **3.7%** |
| *Casual (1-12 times)* | 8,546 | 37% | 11,019 | 41% | 13,000 | 46% | **52.1%** | **18.0%** |
| *Core(13+ times)* | 14,856 | 63% | 16,019 | 59% | 15,149 | 54% | **2.0%** | **-5.4%** |
| **Golf (9 or 18-Hole Course)** | **23,829** | **100%** | **25,111** | **100%** | **25,566** | **100%** | **7.3%** | **1.8%** |
| **Tennis** | **17,683** | **100%** | **22,617** | **100%** | **23,595** | **100%** | **33.4%** | **4.3%** |
| **Golf (Entertainment Venue)** | **8,345** | **100%** | **12,362** | **100%** | **15,540** | **100%** | **86.2%** | **25.7%** |
| **Baseball** | **15,642** | **100%** | **15,587** | **100%** | **15,478** | **100%** | **-1.0%** | **-0.7%** |
| *Casual (1-12 times)* | 6,405 | 41% | 7,392 | 47% | 7,908 | 51% | **23.5%** | **7.0%** |
| *Core (13+ times)* | 9,238 | 59% | 8,195 | 53% | 7,570 | 49% | **-18.1%** | **-7.6%** |
| **Soccer (Outdoor)** | **11,924** | **100%** | **12,556** | **100%** | **13,018** | **100%** | **9.2%** | **3.7%** |
| *Casual (1-25 times)* | 6,665 | 56% | 7,586 | 60% | 7,666 | 59% | **15.0%** | **1.1%** |
| *Core (26+ times)* | 5,259 | 44% | 4,970 | 40% | 5,352 | 41% | **1.8%** | **7.7%** |
| **Pickleball** | 3,132 | 100% | 4,819 | 100% | 8,949 | 100% | **185.7%** | **85.7%** |
| *Casual (1-12 times)* | 1,923 | 61% | 3,454 | 72% | 6,647 | 74% | **245.7%** | **92.4%** |
| *Core(13+ times)* | 1,210 | 39% | 1,365 | 28% | 2,302 | 26% | **90.2%** | **68.6%** |
| **Football (Flag)** | **6,551** | **100%** | **6,889** | **100%** | **7,104** | **100%** | **8.4%** | **3.1%** |
| *Casual (1-12 times)* | 3,572 | 55% | 4,137 | 60% | 4,573 | 64% | **28.0%** | **10.5%** |
| *Core(13+ times)* | 2,979 | 45% | 2,752 | 40% | 2,531 | 36% | **-15.0%** | **-8.0%** |
| *Core Age 6 to 17 (13+ times)* | 1,565 | 24% | 1,574 | 23% | 1,552 | 22% | **-0.8%** | **-1.4%** |
| **Badminton** | **6,430** | **100%** | **6,061** | **100%** | **6,490** | **100%** | **0.9%** | **7.1%** |
| *Casual (1-12 times)* | 4,564 | 71% | 4,251 | 70% | 4,636 | 71% | **1.6%** | **9.1%** |
| *Core(13+ times)* | 1,867 | 29% | 1,810 | 30% | 1,855 | 29% | **-0.6%** | **2.5%** |
| **Volleyball (Court)** | **6,317** | **100%** | **5,849** | **100%** | **6,092** | **100%** | **-3.6%** | **4.2%** |
| *Casual (1-12 times)* | 2,939 | 47% | 2,465 | 42% | 2,798 | 46% | **-4.8%** | **13.5%** |
| *Core(13+ times)* | 3,378 | 53% | 3,384 | 58% | 3,293 | 54% | **-2.5%** | **-2.7%** |
| **Softball (Slow Pitch)** | **7,283** | **100%** | **6,008** | **100%** | **6,036** | **100%** | **-17.1%** | **0.5%** |
| *Casual (1-12 times)* | 3,060 | 42% | 2,729 | 45% | 2,666 | 44% | **-12.9%** | **-2.3%** |
| *Core(13+ times)* | 4,223 | 58% | 3,279 | 55% | 3,370 | 56% | **-20.2%** | **2.8%** |
| **Soccer (Indoor)** | **5,399** | **100%** | **5,408** | **100%** | **5,495** | **100%** | **1.8%** | **1.6%** |
| *Casual (1-12 times)* | 2,657 | 49% | 3,054 | 56% | 3,144 | 57% | **18.3%** | **2.9%** |
| *Core(13+ times)* | 2,742 | 51% | 2,354 | 44% | 2,351 | 43% | **-14.3%** | **-0.1%** |
| **Football (Tackle)** | **5,224** | **100%** | **5,228** | **100%** | **5,436** | **100%** | **4.1%** | **4.0%** |
| *Casual (1-25 times)* | 2,145 | 41% | 2,642 | 51% | 3,120 | 57% | **45.5%** | **18.1%** |
| *Core(26+ times)* | 3,078 | 59% | 2,586 | 49% | 2,316 | 43% | **-24.8%** | **-10.4%** |
| *Core Age 6 to 17 (26+ times)* | 2,427 | 46% | 2,110 | 40% | 2,088 | 38% | **-14.0%** | **-1.0%** |
| **Football (Touch)** | **5,629** | **100%** | **4,884** | **100%** | **4,843** | **100%** | **-14.0%** | **-0.8%** |
| *Casual (1-12 times)* | 3,332 | 59% | 3,171 | 65% | 3,201 | 66% | **-3.9%** | **0.9%** |
| *Core(13+ times)* | 2,297 | 41% | 1,713 | 35% | 1,642 | 34% | **-28.5%** | **-4.1%** |
| **Gymnastics** | **4,805** | **100%** | **4,268** | **100%** | **4,569** | **100%** | **-4.9%** | **7.1%** |
| *Casual (1-49 times)* | 3,139 | 65% | 2,787 | 65% | 3,095 | 68% | **-1.4%** | **11.1%** |
| *Core(50+ times)* | 1,666 | 35% | 1,482 | 35% | 1,473 | 32% | **-11.6%** | **-0.6%** |
| **Volleyball (Sand/Beach)** | **4,947** | **100%** | **4,184** | **100%** | **4,128** | **100%** | **-16.6%** | **-1.3%** |
| *Casual (1-12 times)* | 3,544 | 72% | 2,918 | 70% | 2,977 | 72% | **-16.0%** | **2.0%** |
| *Core(13+ times)* | 1,403 | 28% | 1,265 | 30% | 1,152 | 28% | **-17.9%** | **-8.9%** |
| **Track and Field** | **4,161** | **100%** | **3,587** | **100%** | **3,690** | **100%** | **-11.3%** | **2.9%** |
| *Casual (1-25 times)* | 2,040 | 49% | 1,712 | 48% | 1,896 | 51% | **-7.1%** | **10.7%** |
| *Core(26+ times)* | 2,121 | 51% | 1,875 | 52% | 1,794 | 49% | **-15.4%** | **-4.3%** |
| **Racquetball** | **3,526** | **100%** | **3,260** | **100%** | **3,521** | **100%** | **-0.1%** | **8.0%** |
| *Casual (1-12 times)* | 2,451 | 70% | 2,270 | 70% | 2,583 | 73% | **5.4%** | **13.8%** |
| *Core(13+ times)* | 1,075 | 30% | 990 | 30% | 938 | 27% | **-12.7%** | **-5.3%** |

## GENERAL SPORTS (CONTINUED)

| National Core vs Casual Participatory Trends - General Sports | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Cheerleading** | **3,816** | **100%** | **3,465** | **100%** | **3,507** | **100%** | **-8.1%** | **1.2%** |
| *Casual (1-25 times)* | 2,164 | 57% | 2,030 | 59% | 2,092 | 60% | **-3.3%** | **3.1%** |
| *Core(26+ times)* | 1,653 | 43% | 1,435 | 41% | 1,415 | 40% | **-14.4%** | **-1.4%** |
| **Ice Hockey** | **2,544** | **100%** | **2,306** | **100%** | **2,278** | **100%** | **-10.5%** | **-1.2%** |
| *Casual (1-12 times)* | 1,227 | 48% | 1,206 | 52% | 1,209 | 53% | **-1.5%** | **0.2%** |
| *Core(13+ times)* | 1,317 | 52% | 1,101 | 48% | 1,068 | 47% | **-18.9%** | **-3.0%** |
| **Softball (Fast Pitch)** | **2,309** | **100%** | **2,088** | **100%** | **2,146** | **100%** | **-7.1%** | **2.8%** |
| *Casual (1-25 times)* | 1,077 | 47% | 934 | 45% | 1,002 | 47% | **-7.0%** | **7.3%** |
| *Core(26+ times)* | 1,232 | 53% | 1,154 | 55% | 1,144 | 53% | **-7.1%** | **-0.9%** |
| **Ultimate Frisbee** | **3,126** | **100%** | **2,190** | **100%** | **2,142** | **100%** | **-31.5%** | **-2.2%** |
| *Casual (1-12 times)* | 2,270 | 73% | 1,441 | 66% | 1,438 | 67% | **-36.7%** | **-0.2%** |
| *Core(13+ times)* | 856 | 27% | 749 | 34% | 703 | 33% | **-17.9%** | **-6.1%** |
| **Wrestling** | **1,896** | **100%** | **1,937** | **100%** | **2,036** | **100%** | **7.4%** | **5.1%** |
| *Casual (1-25 times)* | 1,179 | 62% | 1,290 | 67% | 1,452 | 71% | **23.2%** | **12.6%** |
| *Core(26+ times)* | 717 | 38% | 647 | 33% | 585 | 29% | **-18.4%** | **-9.6%** |
| **Lacrosse** | **2,171** | **100%** | **1,892** | **100%** | **1,875** | **100%** | **-13.6%** | **-0.9%** |
| *Casual (1-12 times)* | 1,142 | 53% | 1,009 | 53% | 999 | 53% | **-12.5%** | **-1.0%** |
| *Core(13+ times)* | 1,030 | 47% | 883 | 47% | 876 | 47% | **-15.0%** | **-0.8%** |
| **Roller Hockey** | **1,834** | **100%** | **1,425** | **100%** | **1,368** | **100%** | **-25.4%** | **-4.0%** |
| *Casual (1-12 times)* | 1,419 | 77% | 1,088 | 76% | 1,065 | 78% | **-24.9%** | **-2.1%** |
| *Core(13+ times)* | 415 | 23% | 337 | 24% | 303 | 22% | **-27.0%** | **-10.1%** |
| **Squash** | **1,492** | **100%** | **1,185** | **100%** | **1,228** | **100%** | **-17.7%** | **3.6%** |
| *Casual (1-7 times)* | 1,044 | 70% | 720 | 61% | 816 | 66% | **-21.8%** | **13.3%** |
| *Core(8+ times)* | 447 | 30% | 466 | 39% | 413 | 34% | **-7.6%** | **-11.4%** |
| **Rugby** | **1,621** | **100%** | **1,238** | **100%** | **1,166** | **100%** | **-28.1%** | **-5.8%** |
| *Casual (1-7 times)* | 1,097 | 68% | 778 | 63% | 758 | 65% | **-30.9%** | **-2.6%** |
| *Core(8+ times)* | 524 | 32% | 460 | 37% | 408 | 35% | **-22.1%** | **-11.3%** |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | | Moderate Increase (0% to 25%) | | Moderate Decrease (0% to -25%) | | Large Decrease (less than -25%) | |
| **Core vs Casual Distribution:** | Evenly Divided between Core and Casual Participants (45-55%) | | Moderate Amount of Participants (56-74%) | | Majority Amount of Participants (75% or greater) | | | |

## GENERAL FITNESS

| National Participatory Trends - General Fitness | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Walking for Fitness** | 110,805 | 100% | 115,814 | 100% | 114,759 | 100% | 3.6% | -0.9% |
| *Casual (1-49 times)* | 35,326 | 32% | 39,036 | 34% | 38,115 | 33% | 7.9% | -2.4% |
| *Core(50+ times)* | 75,479 | 68% | 76,778 | 66% | 76,644 | 67% | 1.5% | -0.2% |
| **Treadmill** | 52,966 | 100% | 53,627 | 100% | 53,589 | 100% | 1.2% | -0.1% |
| *Casual (1-49 times)* | 24,444 | 46% | 25,353 | 47% | 26,401 | 49% | 8.0% | 4.1% |
| *Core(50+ times)* | 28,523 | 54% | 28,274 | 53% | 27,189 | 51% | -4.7% | -3.8% |
| **Free Weights (Dumbbells/Hand Weights)** | 52,217 | 100% | 52,636 | 100% | 53,140 | 100% | 1.8% | 1.0% |
| *Casual (1-49 times)* | 18,866 | 36% | 21,560 | 41% | 22,428 | 42% | 18.9% | 4.0% |
| *Core(50+ times)* | 33,351 | 64% | 31,076 | 59% | 30,712 | 58% | -7.9% | -1.2% |
| **Running/Jogging** | 50,770 | 100% | 48,977 | 100% | 47,816 | 100% | -5.8% | -2.4% |
| *Casual (1-49 times)* | 24,004 | 47% | 23,441 | 48% | 23,776 | 50% | -0.9% | 1.4% |
| *Core(50+ times)* | 26,766 | 53% | 25,537 | 52% | 24,040 | 50% | -10.2% | -5.9% |
| **Yoga** | 27,354 | 100% | 34,347 | 100% | 33,636 | 100% | 23.0% | -2.1% |
| *Casual (1-49 times)* | 16,454 | 60% | 20,110 | 59% | 20,409 | 61% | 24.0% | 1.5% |
| *Core(50+ times)* | 10,900 | 40% | 14,237 | 41% | 13,228 | 39% | 21.4% | -7.1% |
| **Stationary Cycling (Recumbent/Upright)** | 36,035 | 100% | 32,453 | 100% | 32,102 | 100% | -10.9% | -1.1% |
| *Casual (1-49 times)* | 18,447 | 51% | 15,124 | 47% | 15,424 | 48% | -16.4% | 2.0% |
| *Core(50+ times)* | 17,588 | 49% | 17,330 | 53% | 16,678 | 52% | -5.2% | -3.8% |
| **Weight/Resistant Machines** | 36,291 | 100% | 30,577 | 100% | 30,010 | 100% | -17.3% | -1.9% |
| *Casual (1-49 times)* | 14,496 | 40% | 11,953 | 39% | 12,387 | 41% | -14.5% | 3.6% |
| *Core(50+ times)* | 21,795 | 60% | 18,624 | 61% | 17,623 | 59% | -19.1% | -5.4% |
| **Free Weights (Barbells)** | 27,444 | 100% | 28,243 | 100% | 28,678 | 100% | 4.5% | 1.5% |
| *Casual (1-49 times)* | 10,868 | 40% | 12,649 | 45% | 13,576 | 47% | 24.9% | 7.3% |
| *Core(50+ times)* | 16,576 | 60% | 15,595 | 55% | 15,103 | 53% | -8.9% | -3.2% |
| **Elliptical Motion/Cross-Trainer** | 32,283 | 100% | 27,618 | 100% | 27,051 | 100% | -16.2% | -2.1% |
| *Casual (1-49 times)* | 15,854 | 49% | 14,156 | 51% | 14,968 | 55% | -5.6% | 5.7% |
| *Core(50+ times)* | 16,430 | 51% | 13,461 | 49% | 12,083 | 45% | -26.5% | -10.2% |
| **Dance, Step, & Choreographed Exercise** | 22,616 | 100% | 24,752 | 100% | 25,163 | 100% | 11.3% | 1.7% |
| *Casual (1-49 times)* | 14,867 | 66% | 16,622 | 67% | 17,096 | 68% | 15.0% | 2.9% |
| *Core(50+ times)* | 7,748 | 34% | 8,130 | 33% | 8,067 | 32% | 4.1% | -0.8% |
| **Bodyweight Exercise** | 24,454 | 100% | 22,629 | 100% | 22,034 | 100% | -9.9% | -2.6% |
| *Casual (1-49 times)* | 10,095 | 41% | 9,915 | 44% | 9,514 | 43% | -5.8% | -4.0% |
| *Core(50+ times)* | 14,359 | 59% | 12,714 | 56% | 12,520 | 57% | -12.8% | -1.5% |
| **High Impact/Intensity Training** | 21,476 | 100% | 21,973 | 100% | 21,821 | 100% | 1.6% | -0.7% |
| *Casual (1-49 times)* | 12,105 | 56% | 12,490 | 57% | 12,593 | 58% | 4.0% | 0.8% |
| *Core(50+ times)* | 9,370 | 44% | 9,483 | 43% | 9,228 | 42% | -1.5% | -2.7% |
| **Trail Running** | 9,149 | 100% | 12,520 | 100% | 13,253 | 100% | 44.9% | 5.9% |
| *Casual (1-25 times)* | 7,085 | 77% | 10,052 | 80% | 10,792 | 81% | 52.3% | 7.4% |
| *Core(26+ times)* | 2,064 | 23% | 2,468 | 20% | 2,461 | 19% | 19.2% | -0.3% |
| **Rowing Machine** | 11,707 | 100% | 11,586 | 100% | 11,893 | 100% | 1.6% | 2.6% |
| *Casual (1-49 times)* | 7,276 | 62% | 7,111 | 61% | 7,875 | 66% | 8.2% | 10.7% |
| *Core(50+ times)* | 4,431 | 38% | 4,475 | 39% | 4,017 | 34% | -9.3% | -10.2% |
| **Stair Climbing Machine** | 14,948 | 100% | 11,786 | 100% | 11,677 | 100% | -21.9% | -0.9% |
| *Casual (1-49 times)* | 9,501 | 64% | 7,332 | 62% | 7,569 | 65% | -20.3% | 3.2% |
| *Core(50+ times)* | 5,447 | 36% | 4,453 | 38% | 4,108 | 35% | -24.6% | -7.7% |
| **Pilates Training** | 9,047 | 100% | 9,745 | 100% | 10,311 | 100% | 14.0% | 5.8% |
| *Casual (1-49 times)* | 5,698 | 63% | 6,611 | 68% | 7,377 | 72% | 29.5% | 11.6% |
| *Core(50+ times)* | 3,348 | 37% | 3,133 | 32% | 2,935 | 28% | -12.3% | -6.3% |

## GENERAL FITNESS (CONTINUED)

| National Participatory Trends - General Fitness | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Cross-Training Style Workout** | 13,622 | 100% | 9,764 | 100% | 9,248 | 100% | -32.1% | -5.3% |
| *Casual (1-49 times)* | 6,890 | 51% | 4,179 | 43% | 4,281 | 46% | -37.9% | 2.4% |
| *Core(50+ times)* | 6,732 | 49% | 5,585 | 57% | 4,968 | 54% | -26.2% | -11.0% |
| **Martial Arts** | 5,838 | 100% | 6,186 | 100% | 6,355 | 100% | 8.9% | 2.7% |
| *Casual (1-12 times)* | 2,021 | 35% | 2,728 | 44% | 3,114 | 49% | 54.1% | 14.1% |
| *Core(13+ times)* | 3,816 | 65% | 3,458 | 56% | 3,241 | 51% | -15.1% | -6.3% |
| **Stationary Cycling (Group)** | 9,409 | 100% | 5,939 | 100% | 6,268 | 100% | -33.4% | 5.5% |
| *Casual (1-49 times)* | 6,023 | 64% | 3,134 | 53% | 3,925 | 63% | -34.8% | 25.2% |
| *Core(50+ times)* | 3,386 | 36% | 2,805 | 47% | 2,344 | 37% | -30.8% | -16.4% |
| **Cardio Kickboxing** | 6,693 | 100% | 5,099 | 100% | 5,531 | 100% | -17.4% | 8.5% |
| *Casual (1-49 times)* | 4,671 | 70% | 3,328 | 65% | 3,958 | 72% | -15.3% | 18.9% |
| *Core(50+ times)* | 2,022 | 30% | 1,771 | 35% | 1,573 | 28% | -22.2% | -11.2% |
| **Boxing for Fitness** | 5,157 | 100% | 5,237 | 100% | 5,472 | 100% | 6.1% | 4.5% |
| *Casual (1-12 times)* | 2,738 | 53% | 2,985 | 57% | 3,383 | 62% | 23.6% | 13.3% |
| *Core(13+ times)* | 2,419 | 47% | 2,252 | 43% | 2,089 | 38% | -13.6% | -7.2% |
| **Boot Camp Style Cross-Training** | 6,651 | 100% | 5,169 | 100% | 5,192 | 100% | -21.9% | 0.4% |
| *Casual (1-49 times)* | 4,637 | 70% | 3,461 | 67% | 3,691 | 71% | -20.4% | 6.6% |
| *Core(50+ times)* | 2,014 | 30% | 1,709 | 33% | 1,500 | 29% | -25.5% | -12.2% |
| **Barre** | 3,436 | 100% | 3,659 | 100% | 3,803 | 100% | 10.7% | 3.9% |
| *Casual (1-49 times)* | 2,701 | 79% | 2,822 | 77% | 3,022 | 79% | 11.9% | 7.1% |
| *Core(50+ times)* | 735 | 21% | 837 | 23% | 781 | 21% | 6.3% | -6.7% |
| **Tai Chi** | 3,787 | 100% | 3,393 | 100% | 3,394 | 100% | -10.4% | 0.0% |
| *Casual (1-49 times)* | 2,329 | 61% | 2,001 | 59% | 2,139 | 63% | -8.2% | 6.9% |
| *Core(50+ times)* | 1,458 | 39% | 1,393 | 41% | 1,255 | 37% | -13.9% | -9.9% |
| **Triathlon (Traditional/Road)** | 2,162 | 100% | 1,748 | 100% | 1,780 | 100% | -17.7% | 1.8% |
| **Triathlon (Non-Traditional/Off Road)** | 1,878 | 100% | 1,304 | 100% | 1,350 | 100% | -28.1% | 3.5% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | | Moderate Increase (0% to 25%) | | Moderate Decrease (0% to -25%) | | Large Decrease (less than -25%) | |
| **Core vs Casual Distribution:** | Evenly Divided between Core and Casual Participants (45-55%) | | Moderate Amount of Participants (56-74%) | | Majority Amount of Participants (75% or greater) | | | |

## OUTDOOR/ADVENTURE RECREATION

| National Participatory Trends - Outdoor / Adventure Recreation | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Hiking (Day)** | 44,900 | 100% | 58,697 | 100% | 59,578 | 100% | 32.7% | 1.5% |
| *Casual (1-7 times)* | 35,068 | 78% | 44,183 | 75% | 44,154 | 74% | 25.9% | -0.1% |
| *Core(8+ times)* | 9,832 | 22% | 14,514 | 25% | 15,424 | 26% | 56.9% | 6.3% |
| **Bicycling (Road)** | 38,866 | 100% | 42,775 | 100% | 43,554 | 100% | 12.1% | 1.8% |
| *Casual (1-25 times)* | 20,212 | 52% | 22,280 | 52% | 23,278 | 53% | 15.2% | 4.5% |
| *Core(26+ times)* | 18,654 | 48% | 20,495 | 48% | 20,276 | 47% | 8.7% | -1.1% |
| **Fishing (Freshwater)** | 38,346 | 100% | 40,853 | 100% | 41,821 | 100% | 9.1% | 2.4% |
| *Casual (1-7 times)* | 19,977 | 52% | 22,451 | 55% | 23,430 | 56% | 17.3% | 4.4% |
| *Core(8+ times)* | 18,369 | 48% | 18,403 | 45% | 18,391 | 44% | 0.1% | -0.1% |
| **Camping** | 26,262 | 100% | 35,985 | 100% | 37,431 | 100% | 42.5% | 4.0% |
| *Casual (1-7 times)* | 19,854 | 76% | 27,590 | 77% | 28,459 | 76% | 43.3% | 3.1% |
| *Core(8+ times)* | 6,409 | 24% | 8,394 | 23% | 8,972 | 24% | 40.0% | 6.9% |
| **Wildlife Viewing (>1/4 mile of Vehicle/Home)** | 20,351 | 100% | 20,452 | 100% | 20,615 | 100% | 1.3% | 0.8% |
| **Camping (Recreational Vehicle)** | 16,159 | 100% | 16,371 | 100% | 16,840 | 100% | 4.2% | 2.9% |
| *Casual (1-7 times)* | 9,332 | 58% | 9,688 | 59% | 10,286 | 61% | 10.2% | 6.2% |
| *Core(8+ times)* | 6,826 | 42% | 6,683 | 41% | 6,553 | 39% | -4.0% | -1.9% |
| **Birdwatching (>1/4 mile of Vehicle/Home)** | 12,296 | 100% | 14,815 | 100% | 15,818 | 100% | 28.6% | 6.8% |
| **Fishing (Saltwater)** | 13,062 | 100% | 13,790 | 100% | 14,344 | 100% | 9.8% | 4.0% |
| *Casual (1-7 times)* | 7,625 | 58% | 8,543 | 62% | 9,151 | 64% | 20.0% | 7.1% |
| *Core(8+ times)* | 5,437 | 42% | 5,246 | 38% | 5,192 | 36% | -4.5% | -1.0% |
| **Backpacking Overnight** | 10,975 | 100% | 10,306 | 100% | 10,217 | 100% | -6.9% | -0.9% |
| **Skateboarding** | 6,382 | 100% | 8,747 | 100% | 9,019 | 100% | 41.3% | 3.1% |
| *Casual (1-25 times)* | 3,970 | 62% | 6,181 | 71% | 6,469 | 72% | 62.9% | 4.7% |
| *Core(26+ times)* | 2,411 | 38% | 2,566 | 29% | 2,559 | 28% | 6.1% | -0.3% |
| **Bicycling (Mountain)** | 8,609 | 100% | 8,693 | 100% | 8,916 | 100% | 3.6% | 2.6% |
| *Casual (1-12 times)* | 4,389 | 51% | 4,517 | 52% | 4,896 | 55% | 11.6% | 8.4% |
| *Core(13+ times)* | 4,220 | 49% | 4,176 | 48% | 4,020 | 45% | -4.7% | -3.7% |
| **Fishing (Fly)** | 6,791 | 100% | 7,458 | 100% | 7,631 | 100% | 12.4% | 2.3% |
| *Casual (1-7 times)* | 4,448 | 65% | 4,762 | 64% | 4,993 | 65% | 12.3% | 4.9% |
| *Core(8+ times)* | 2,344 | 35% | 2,696 | 36% | 2,638 | 35% | 12.5% | -2.2% |
| **Archery** | 7,769 | 100% | 7,342 | 100% | 7,428 | 100% | -4.4% | 1.2% |
| *Casual (1-25 times)* | 6,602 | 85% | 6,054 | 82% | 6,202 | 83% | -6.1% | 2.4% |
| *Core(26+ times)* | 1,167 | 15% | 1,288 | 18% | 1,227 | 17% | 5.1% | -4.7% |
| **Climbing (Sport/Boulder)** | 2,103 | 100% | 2,301 | 100% | 5,778 | 100% | 174.8% | 151.1% |
| **Roller Skating, In-Line** | 5,268 | 100% | 4,940 | 100% | 5,173 | 100% | -1.8% | 4.7% |
| *Casual (1-12 times)* | 3,853 | 73% | 3,525 | 71% | 3,763 | 73% | -2.3% | 6.8% |
| *Core(13+ times)* | 1,415 | 27% | 1,415 | 29% | 1,410 | 27% | -0.4% | -0.4% |
| **Bicycling (BMX)** | 3,413 | 100% | 3,861 | 100% | 4,181 | 100% | 22.5% | 8.3% |
| *Casual (1-12 times)* | 2,039 | 60% | 2,466 | 64% | 2,792 | 67% | 36.9% | 13.2% |
| *Core(13+ times)* | 1,374 | 40% | 1,396 | 36% | 1,389 | 33% | 1.1% | -0.5% |
| **Climbing (Indoor)** | 5,045 | 100% | 5,684 | 100% | 2,452 | 100% | -51.4% | -56.9% |
| **Climbing (Traditional/Ice/Mountaineering)** | 2,527 | 100% | 2,374 | 100% | 2,452 | 100% | -3.0% | 3.3% |
| **Adventure Racing** | 2,529 | 100% | 1,826 | 100% | 1,714 | 100% | -32.2% | -6.1% |
| *Casual (1 time)* | 899 | 36% | 312 | 17% | 236 | 14% | -73.7% | -24.4% |
| *Core(2+ times)* | 1,630 | 64% | 1,514 | 83% | 1,478 | 86% | -9.3% | -2.4% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | | Moderate Increase (0% to 25%) | | Moderate Decrease (0% to -25%) | | Large Decrease (less than -25%) | |
| **Core vs Casual Distribution:** | Evenly Divided between Core and Casual Participants (45-55%) | | Moderate Amount of Participants (56-74%) | | Majority Amount of Participants (75% or greater) | | | |

## AQUATICS

| National Participatory Trends - Aquatics | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Swimming (Fitness)** | 27,135 | 100% | 25,620 | 100% | 26,272 | 100% | -3.2% | 2.5% |
| *Casual (1-49 times)* | 18,319 | 68% | 17,598 | 69% | 18,827 | 72% | 2.8% | 7.0% |
| *Core(50+ times)* | 8,815 | 32% | 8,022 | 31% | 7,445 | 28% | -15.5% | -7.2% |
| **Aquatic Exercise** | 10,459 | 100% | 10,400 | 100% | 10,676 | 100% | 2.1% | 2.7% |
| *Casual (1-49 times)* | 7,222 | 69% | 8,347 | 80% | 8,626 | 81% | 19.4% | 3.3% |
| *Core(50+ times)* | 3,237 | 31% | 2,053 | 20% | 2,050 | 19% | -36.7% | -0.1% |
| **Swimming on a Team** | 3,007 | 100% | 2,824 | 100% | 2,904 | 100% | -3.4% | 2.8% |
| *Casual (1-49 times)* | 1,664 | 55% | 1,708 | 60% | 1,916 | 66% | 15.1% | 12.2% |
| *Core(50+ times)* | 1,343 | 45% | 1,116 | 40% | 988 | 34% | -26.4% | -11.5% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | | Moderate Increase (0% to 25%) | | Moderate Decrease (0% to -25%) | | Large Decrease (less than -25%) | |
| **Core vs Casual Distribution:** | Evenly Divided between Core and Casual Participants (45-55%) | | Moderate Amount of Participants (56-74%) | | Majority Amount of Participants (75% or greater) | | | |

## WATER SPORTS/ACTIVITIES

| National Participatory Trends - Water Sports / Activities | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Activity | Participation Levels | | | | | | % Change | |
| | 2017 | | 2021 | | 2022 | | 5-Year Trend | 1-Year Trend |
| | # | % | # | % | # | % | | |
| **Kayaking (Recreational)** | 10,533 | 100% | 13,351 | 100% | 13,561 | 100% | 28.7% | 1.6% |
| **Canoeing** | 9,220 | 100% | 9,199 | 100% | 9,521 | 100% | 3.3% | 3.5% |
| **Snorkeling** | 8,384 | 100% | 7,316 | 100% | 7,376 | 100% | -12.0% | 0.8% |
| *Casual (1-7 times)* | 6,721 | 80% | 5,989 | 82% | 6,005 | 81% | -10.7% | 0.3% |
| *Core(8+ times)* | 1,663 | 20% | 1,326 | 18% | 1,371 | 19% | -17.6% | 3.4% |
| **Jet Skiing** | 5,418 | 100% | 5,062 | 100% | 5,445 | 100% | 0.5% | 7.6% |
| *Casual (1-7 times)* | 3,928 | 72% | 3,780 | 75% | 4,151 | 76% | 5.7% | 9.8% |
| *Core(8+ times)* | 1,490 | 28% | 1,281 | 25% | 1,294 | 24% | -13.2% | 1.0% |
| **Stand-Up Paddling** | 3,325 | 100% | 3,739 | 100% | 3,777 | 100% | 13.6% | 1.0% |
| **Surfing** | 2,680 | 100% | 3,463 | 100% | 3,692 | 100% | 37.8% | 6.6% |
| *Casual (1-7 times)* | 1,705 | 64% | 2,158 | 62% | 2,444 | 66% | 43.3% | 13.3% |
| *Core(8+ times)* | 975 | 36% | 1,305 | 38% | 1,248 | 34% | 28.0% | -4.4% |
| **Sailing** | 3,974 | 100% | 3,463 | 100% | 3,632 | 100% | -8.6% | 4.9% |
| *Casual (1-7 times)* | 2,720 | 68% | 2,418 | 70% | 2,633 | 72% | -3.2% | 8.9% |
| *Core(8+ times)* | 1,254 | 32% | 1,045 | 30% | 999 | 28% | -20.3% | -4.4% |
| **Rafting** | 3,479 | 100% | 3,383 | 100% | 3,595 | 100% | 3.3% | 6.3% |
| **Water Skiing** | 3,572 | 100% | 3,058 | 100% | 3,040 | 100% | -14.9% | -0.6% |
| *Casual (1-7 times)* | 2,575 | 72% | 2,209 | 72% | 2,185 | 72% | -15.1% | -1.1% |
| *Core(8+ times)* | 997 | 28% | 849 | 28% | 855 | 28% | -14.2% | 0.7% |
| **Wakeboarding** | 3,005 | 100% | 2,674 | 100% | 2,754 | 100% | -8.4% | 3.0% |
| *Casual (1-7 times)* | 2,101 | 70% | 1,902 | 71% | 2,075 | 75% | -1.2% | 9.1% |
| *Core(8+ times)* | 903 | 30% | 772 | 29% | 679 | 25% | -24.8% | -12.0% |
| **Kayaking (White Water)** | 2,500 | 100% | 2,587 | 100% | 2,726 | 100% | 9.0% | 5.4% |
| **Scuba Diving** | 2,874 | 100% | 2,476 | 100% | 2,658 | 100% | -7.5% | 7.4% |
| *Casual (1-7 times)* | 2,113 | 74% | 1,795 | 72% | 2,012 | 76% | -4.8% | 12.1% |
| *Core(8+ times)* | 761 | 26% | 680 | 27% | 646 | 24% | -15.1% | -5.0% |
| **Kayaking (Sea/Touring)** | 2,955 | 100% | 2,587 | 100% | 2,642 | 100% | -10.6% | 2.1% |
| **Boardsailing/Windsurfing** | 1,573 | 100% | 1,297 | 100% | 1,391 | 100% | -11.6% | 7.2% |
| *Casual (1-7 times)* | 1,289 | 82% | 1,002 | 77% | 1,103 | 79% | -14.4% | 10.1% |
| *Core(8+ times)* | 284 | 18% | 295 | 23% | 288 | 21% | 1.4% | -2.4% |
| NOTE: Participation figures are in 000's for the US population ages 6 and over | | | | | | | | |
| **Participation Growth/Decline:** | Large Increase (greater than 25%) | | Moderate Increase (0% to 25%) | | Moderate Decrease (0% to -25%) | | Large Decrease (less than -25%) | |
| **Core vs Casual Distribution:** | Evenly Divided between Core and Casual Participants (45-55%) | | Moderate Amount of Participants (56-74%) | | Majority Amount of Participants (75% or greater) | | | |

# Appendix B – Community Engagement Results

## Statistically Valid Needs Assessment Survey

ETC Institute administered a Parks and Recreation needs assessment survey for the Parks and Recreation Department from April 2024 through June 2024. This survey was used to gather input to help determine parks and recreation priorities for the community as part of the City's efforts in creating its PROST Plan. In this process, it is important for the City to identify future priorities of recreation and parks amenities, as well as facilities that support the programs and activities provided by the Department. Information gathered from the assessment will provide data that will help determine priorities which leaders can use to make decisions that will meet community and resident needs.

### METHODOLOGY

ETC Institute mailed a survey packet to a random sample of households in Pocatello. Each survey packet contained a cover letter, a copy of the survey, and a postage-paid return envelope. Residents who received the survey were given the option of returning the survey by mail or completing it online at PocatelloParksAndRecSurvey.org.

After the surveys were mailed, ETC Institute followed up with residents to encourage participation. To prevent people who were not residents of Pocatello from participating, everyone who completed the survey online was required to enter their home address prior to submitting the survey. ETC Institute then matched the addresses that were entered online with the addresses that were originally selected for the random sample. If the address from a survey completed online did not match one of the addresses selected for the sample, the online survey was not included in the final database for this report.

The goal was to collect a minimum of 350 surveys from residents; that goal was met with 582 surveys collected. The overall results for the sample of those 582 surveys have a precision of at least +/- 4.0 at the 95% level of confidence.

The full survey report from ETC Institute is provided as a supplement report to this strategic plan, and it contains the following:

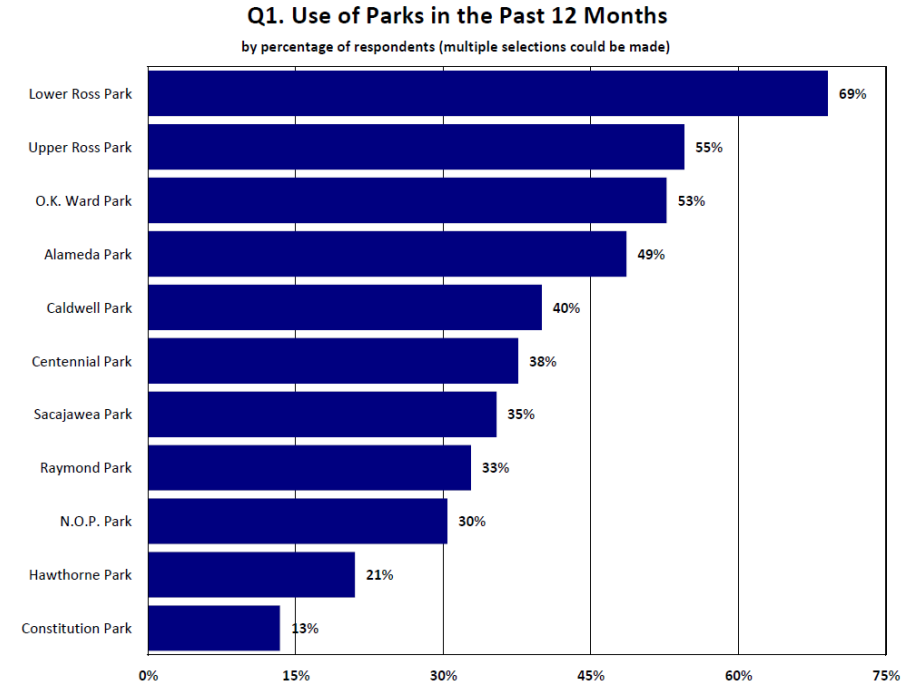
- Executive Summary (Section 1)
- Charts and graphs showing the overall results of the survey (Section 2)
- Priority Investment Ratings (PIR) Analysis that identifies priorities for facilities/ amenities and programs/ activities in the community (Section 3)
- Importance-Satisfaction Ratings (Section 4)
- Tabular Data showing the overall results for all questions on the survey (Section 5)
- Open-ended responses (Section 6)
- A copy of the survey instrument (Section 7)

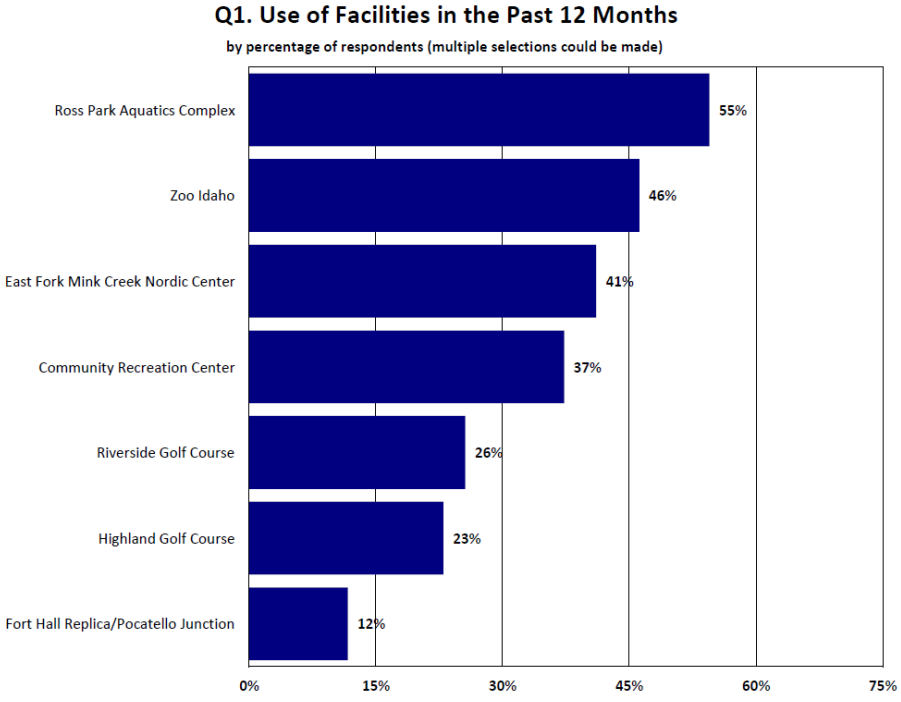
The major findings of the survey are summarized below and on the following pages.

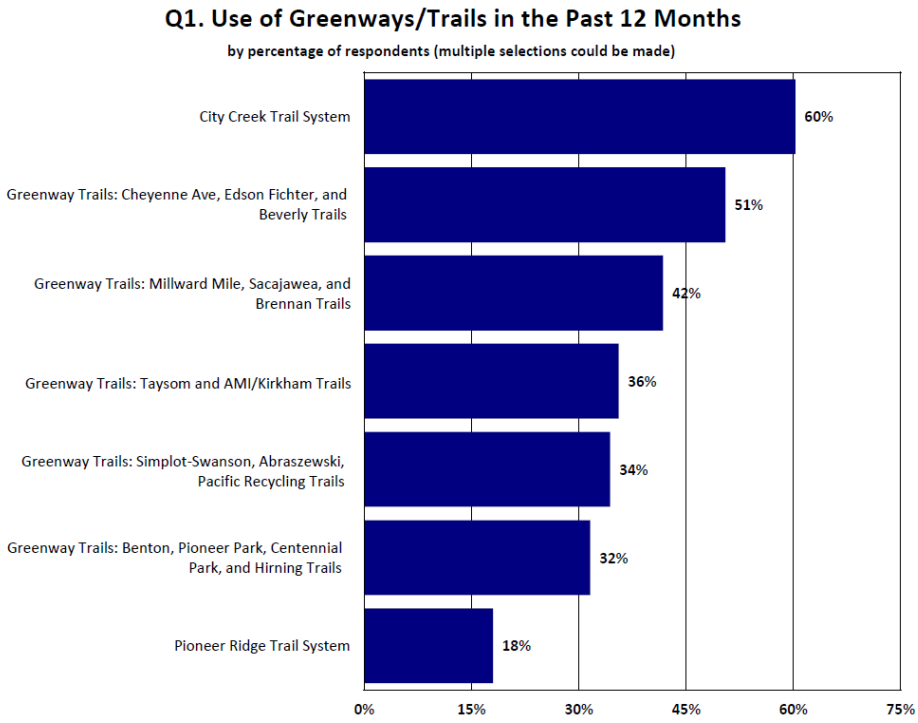
## PARKS AND FACILITY USE AND RATINGS

### Pocatello Park, Facility, and Greenway/Trail Use

Respondents surveyed were asked, in the last year, if they or members of their household have used any of the parks, facilities, or trails/greenways offered by the Department. Regarding parks, the highest number of respondents (69%) used Lower Ross Park, followed by Upper Ross Park (55%), and O.K. Ward Park (53%). In terms of facilities, most residents used or visited the Ross Park Aquatics Complex (55%), Zoo Idaho (46%), and the East Fork Mink Creek Nordic Center (41%). The most used greenways and/or trails included the City Creek Trail System (60%), the Cheyenne Ave, Eson Fichter, and Beverley Trails group (51%), and the Millward Mile, Sacajawea, and Brennan Trails group (42%).

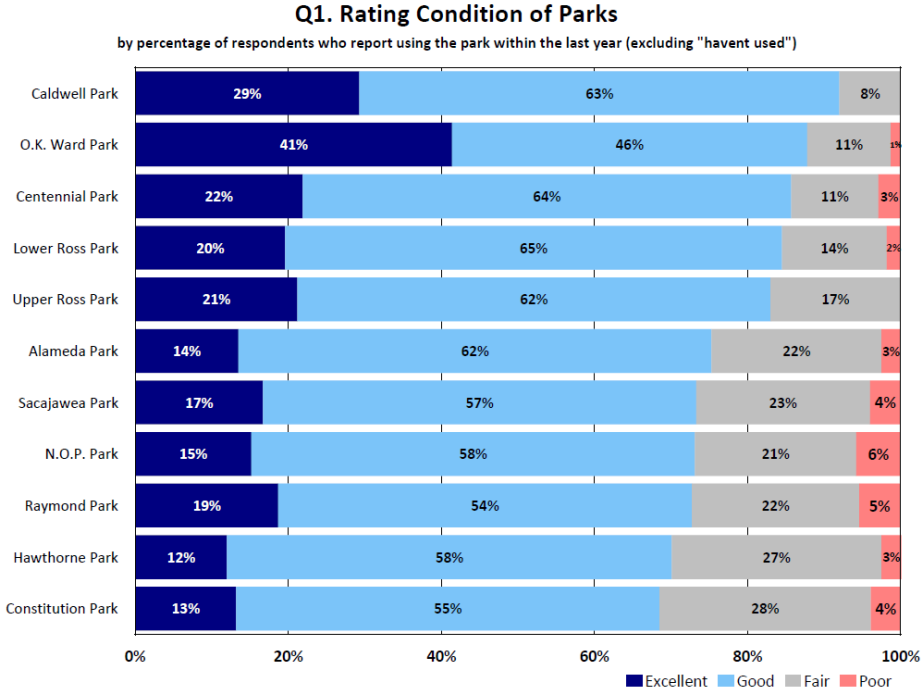


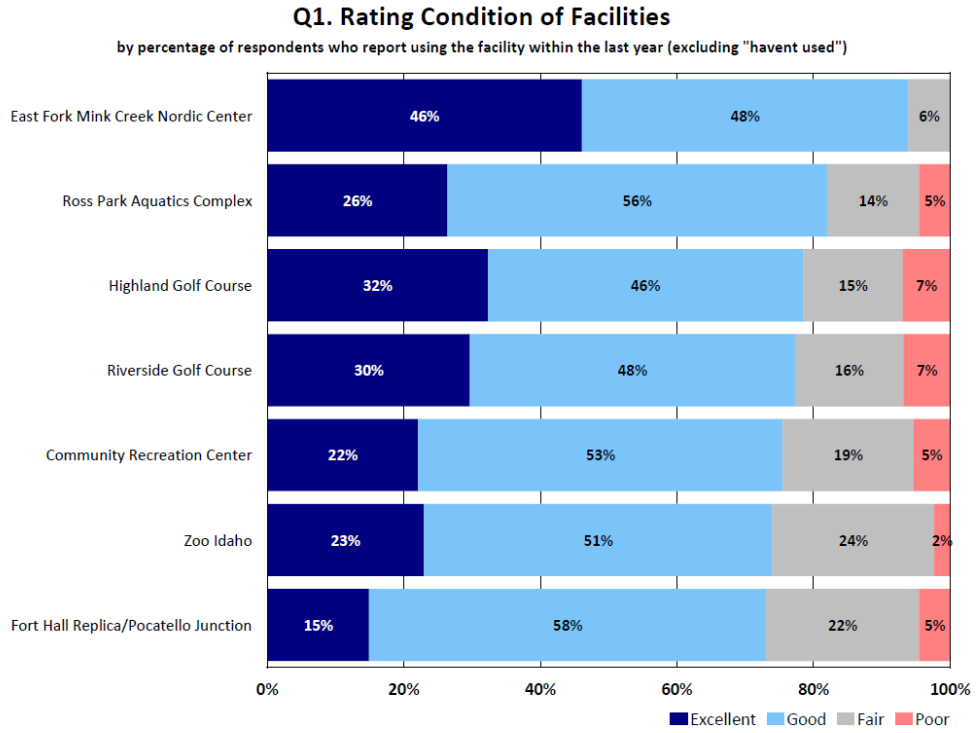



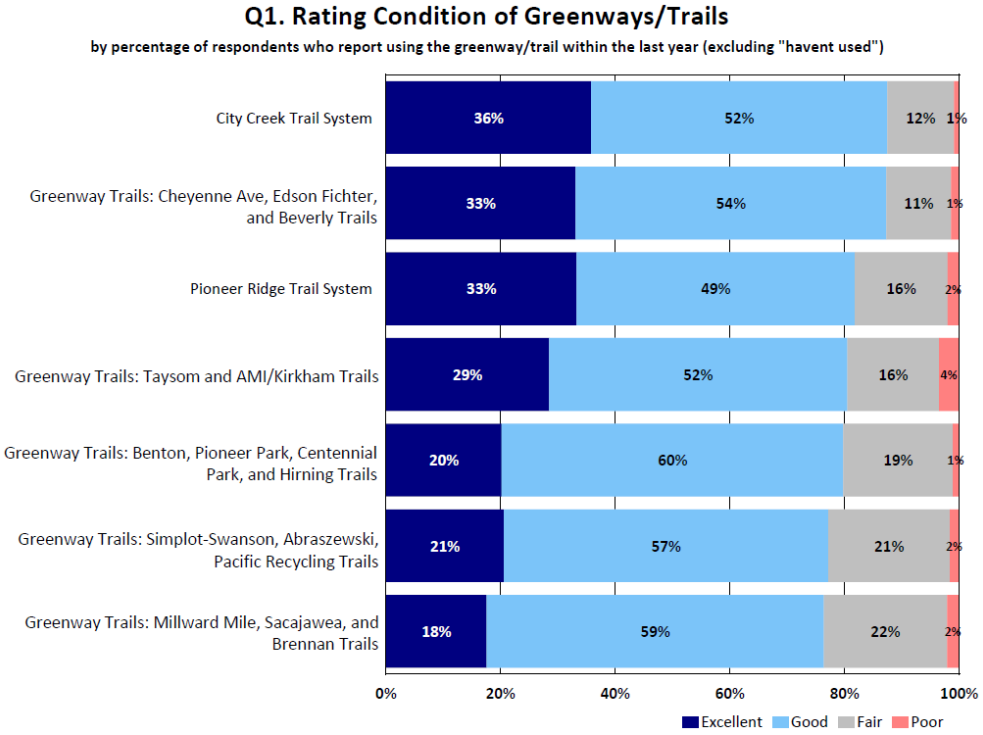



## Pocatello Park, Facility, and Greenway/Trail Ratings

Within responses that indicated the respondent had used a park in the last year, the parks scored with the highest condition ratings were Caldwell Park (29% excellent, 63% good), O.K. Ward Park (41% excellent, 46% good), and Centennial Park (22% excellent, 64% good). The highest rated facilities included East Fork Mink Creek Nordic Center (46% excellent, 48% good), Ross Park Aquatic Complex (26% excellent, 56% good), and Highlands Golf Course (32% excellent, 46% good). The highest rated greenways/trails included City Creek Trail System (36% excellent, 52% good), the Cheyenne Ave, Edson Fichter, and Beverly Trails group (33% excellent, 54% good), and the Pioneer Ridge Trail System (33% excellent, 49% good).



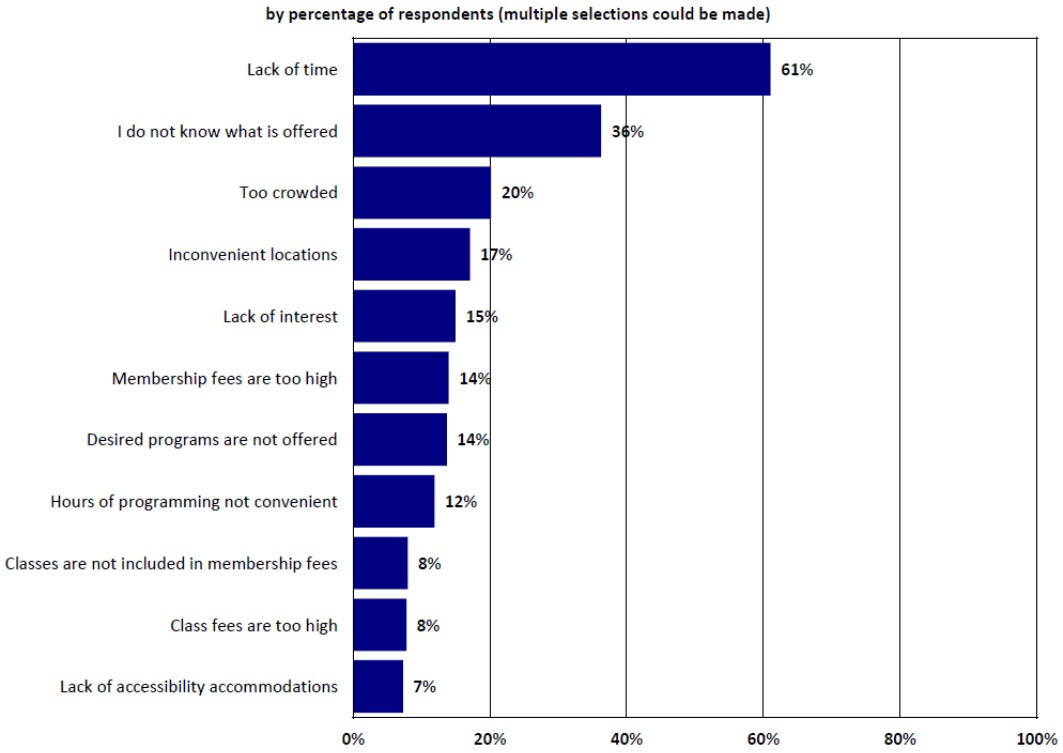

Q1. Rating Condition of Facilities
by percentage of respondents who report using the facility within the last year (excluding "havent used")
East Fork Mink Creek Nordic Center
46%
48%
6%
Ross Park Aquatics Complex
26%
56%
14%
5%
Highland Golf Course
32%
46%
15%
7%
Riverside Golf Course
30%
48%
16%
7%
Community Recreation Center
22%
53%
19%
5%
Zoo Idaho
23%
51%
24%
2%
Fort Hall Replica/Pocatello Junction
15%
58%
22%
5%
0%
20%
40%
60%
80%
100%
Excellent
Good
Fair
Poor


Q1. Rating Condition of Greenways/Trails
by percentage of respondents who report using the greenway/trail within the last year (excluding "havent used")
City Creek Trail System
36%
52%
12%
1%
Greenway Trails: Cheyenne Ave, Edson Fichter, and Beverly Trails
33%
54%
11%
1%
Pioneer Ridge Trail System
33%
49%
16%
2%
Greenway Trails: Taysom and AMI/Kirkham Trails
29%
52%
16%
4%
Greenway Trails: Benton, Pioneer Park, Centennial Park, and Hirning Trails
20%
60%
19%
1%
Greenway Trails: Simplot-Swanson, Abraszewski, Pacific Recycling Trails
21%
57%
21%
2%
Greenway Trails: Millward Mile, Sacajawea, and Brennan Trails
18%
59%
22%
2%
0%
20%
40%
60%
80%
100%
Excellent
Good
Fair
Poor

## BARRIERS TO PARKS AND RECREATION FACILITY USE

The highest barriers of use, or the top reasons respondents did not utilize Pocatello Parks and Recreation sites is due to a lack of time (61%), a lack of awareness of what was offered (36%), because programming or spaces were too crowded (20%), or inconvenient locations (17%).

**Q2. Barriers to Pocatello Parks and Facilities Use in the Past 12 Months**




## CURRENT AND PREFERRED METHODS OF DEPARTMENT COMMUNICATION

### Current Methods of Communication

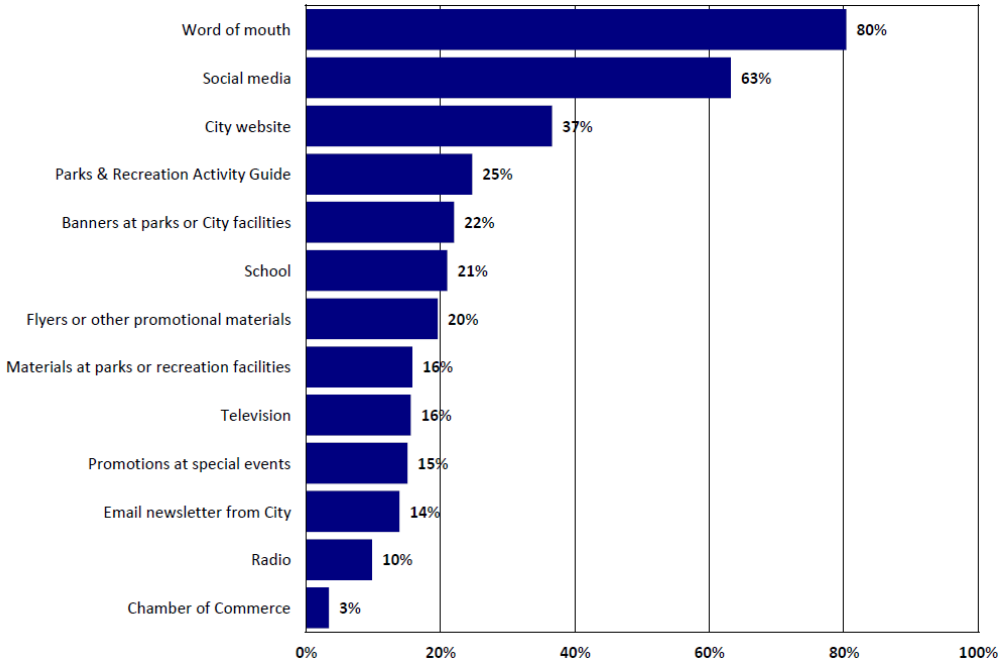
The most common way residents learn about the Department's amenities, events, and recreation programs is from word of mouth (80%), social media (63%), and the City website (37%).

### Preferred Methods of Communication

Alternatively, the most preferred forms of communication and information sharing indicated by residents (indicated by the percentage of respondents who selected a methodology as one of their top three choices) were social media (64%), the City website (37%), and the Parks and Recreation Activity Guide (32%).

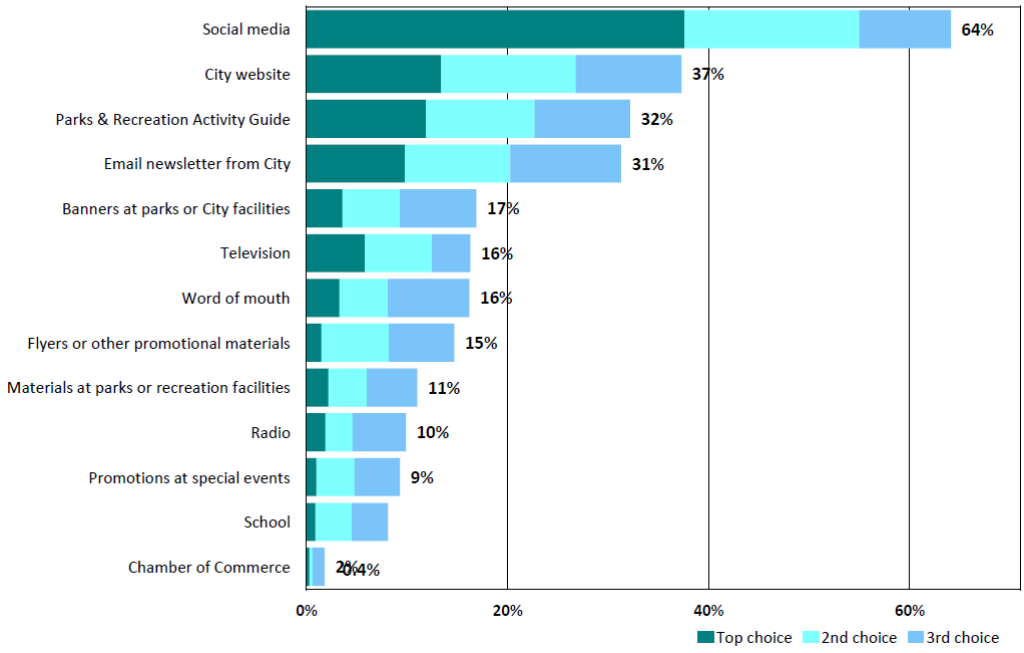
## Q4. Ways Respondents Learn About Parks Amenities, Community Events, and Recreation Programs and Events

by percentage of respondents (multiple selections could be made)




## Q5. Methods of Communication Respondents Most Prefer the City use to Communicate about Parks, Programs, and Events

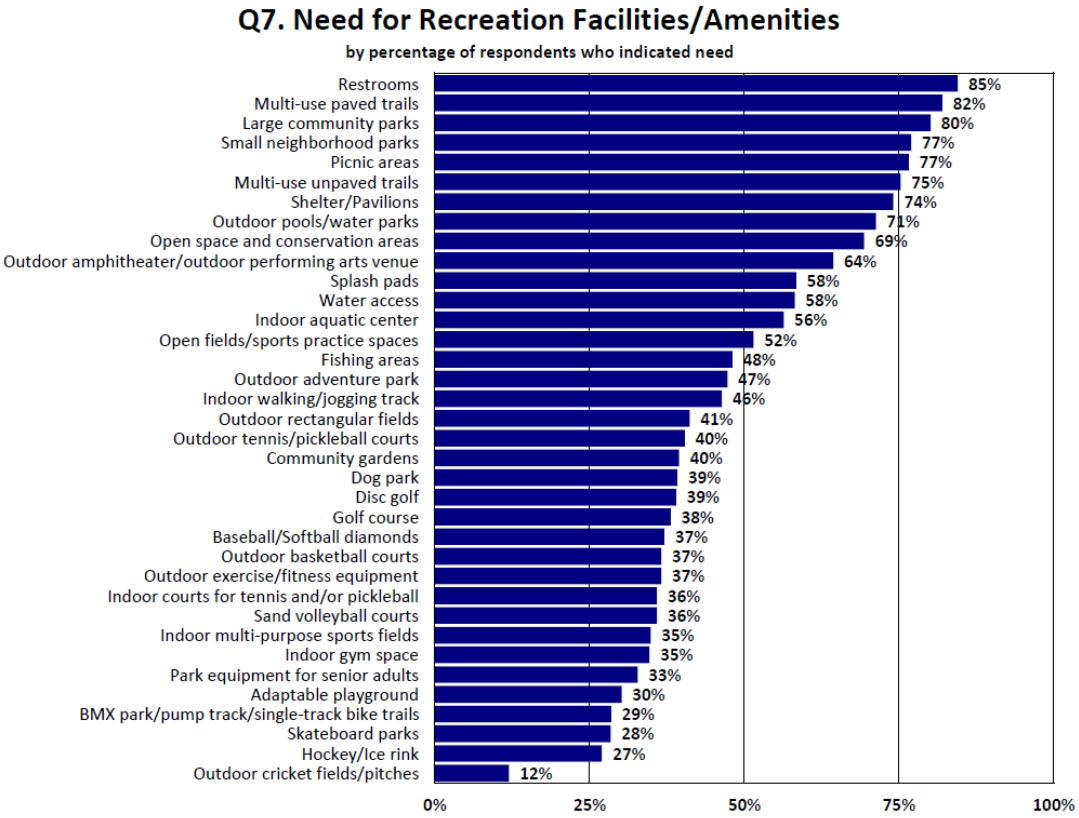
by percentage of respondents who selected the items as one of their top three choices



## FACILITY AND AMENITY NEEDS, PRIORITIES, AND IMPORTANCE

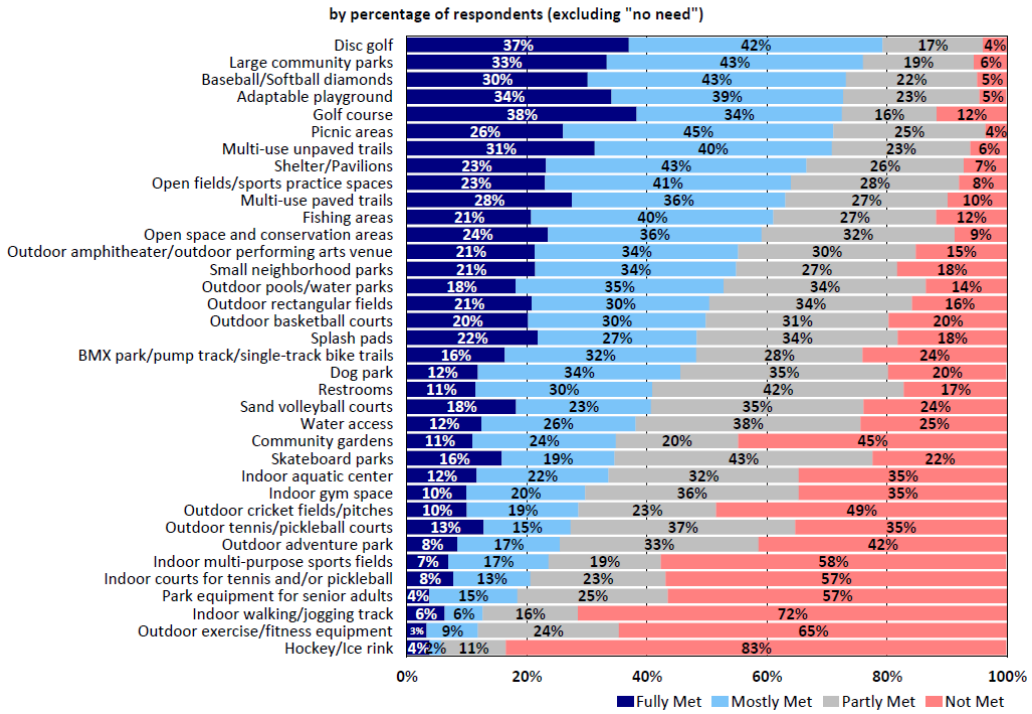
### Facility and Amenity Needs

The three parks and recreation facilities/amenities with the highest percentage of households that have an unmet need include restrooms at parks and facilities (85%), multi-use paved trails (82%), large community parks (80%), and small neighborhood parks (77%).




In turn, the chart on the following page shows how well respondents feel that their needs are being met by the Department. The responses with the highest percentage of 'fully met' or 'mostly met' responses include disc golf (37% fully met, 42% mostly met), large community parks (33% fully met, 43% mostly met), and baseball/softball diamonds (30% fully met, 43% mostly met).

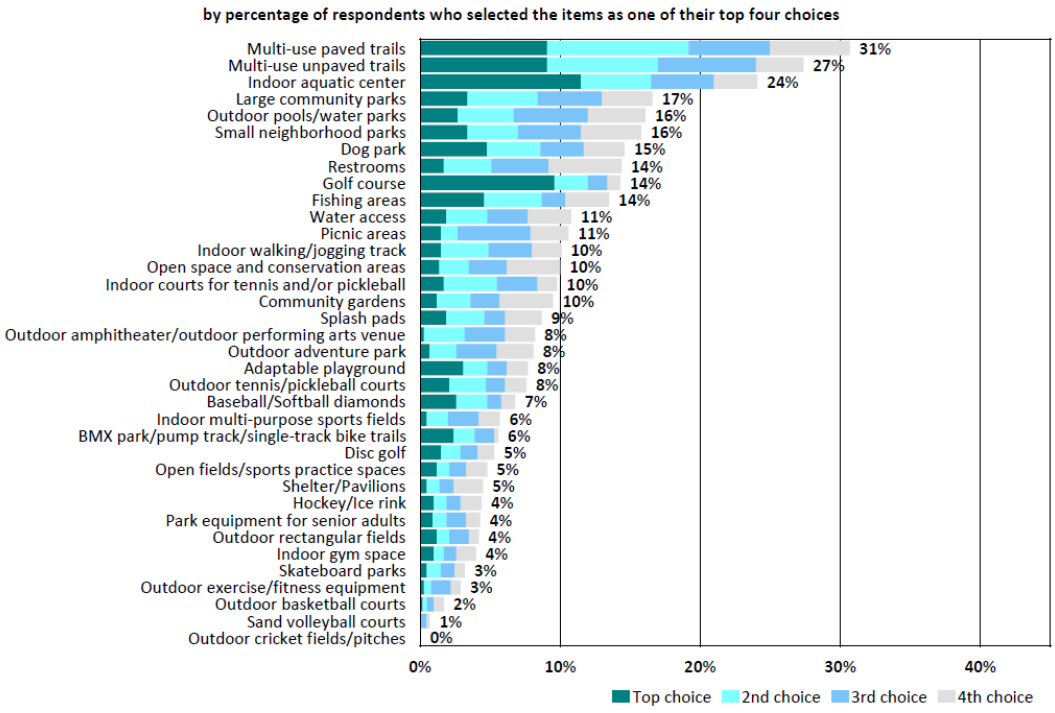
**Q7c. Please indicate how well your needs are met for facilities/amenities.**




## Facility and Amenity Importance

In addition to assessing the needs for each Parks and Recreation facility and amenity, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents' top four choices, the three responses ranked most important to residents were multi-use paved trails (31% total), multi-use unpaved trails (27% total), and indoor aquatic centers (24% total).

**Q8. Which four of the facilities/amenities do you think are most important to you/your household?**



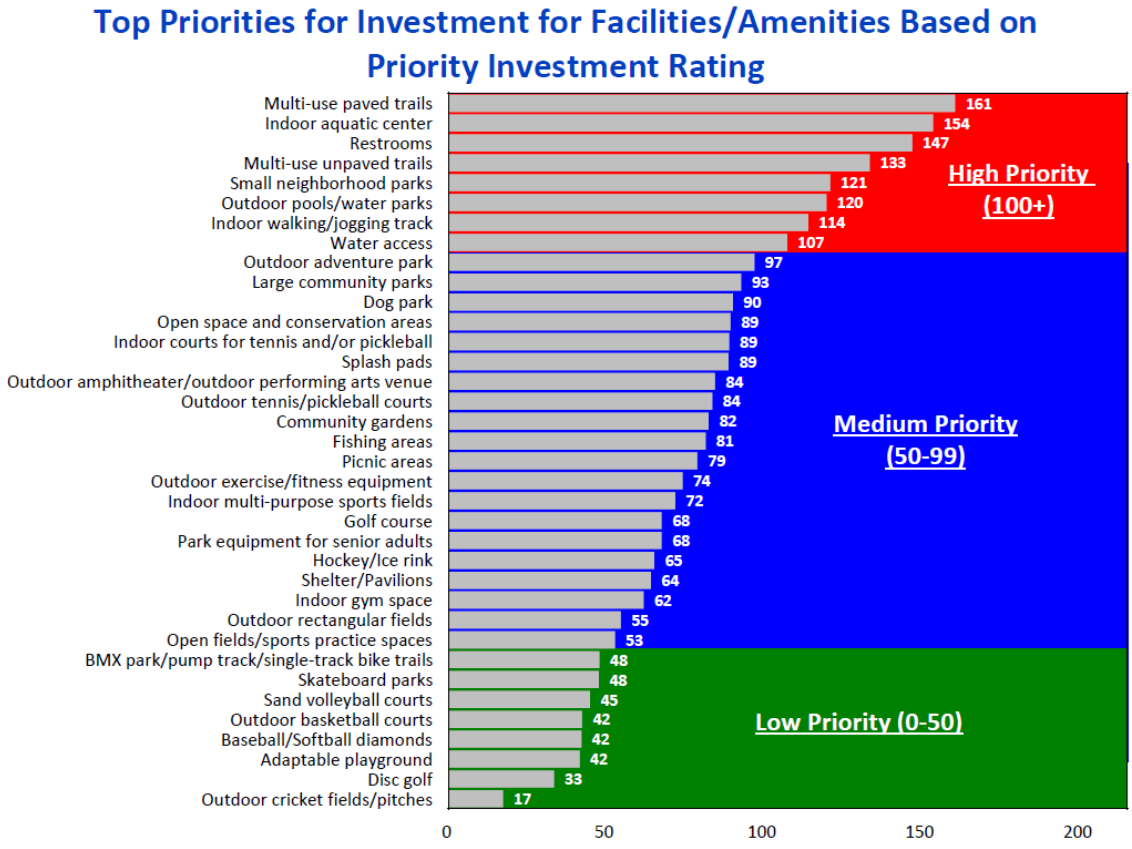
## PRIORITIES FOR FACILITY / AMENITY INVESTMENT

The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on amenities/facilities and (2) how many residents have unmet needs for the amenity/facility.

Based the Priority Investment Rating (PIR), the following amenities/facilities were rated as high priorities for investment:

- Multi-use paved trails (PIR=161)
- Indoor aquatic center (PIR=154)
- Restrooms (PIR=147)
- Multi-use unpaved trails (PIR=133)
- Small neighborhood parks (PIR=121)
- Outdoor pools/water parks (PIR=120)
- Indoor walking/jogging track (PIR=114)
- Water access (PIR=107)

The chart below shows the Priority Investment Rating for each of the 36 amenities/facilities assessed on the survey.



## RECREATION PROGRAM NEEDS AND PRIORITIES

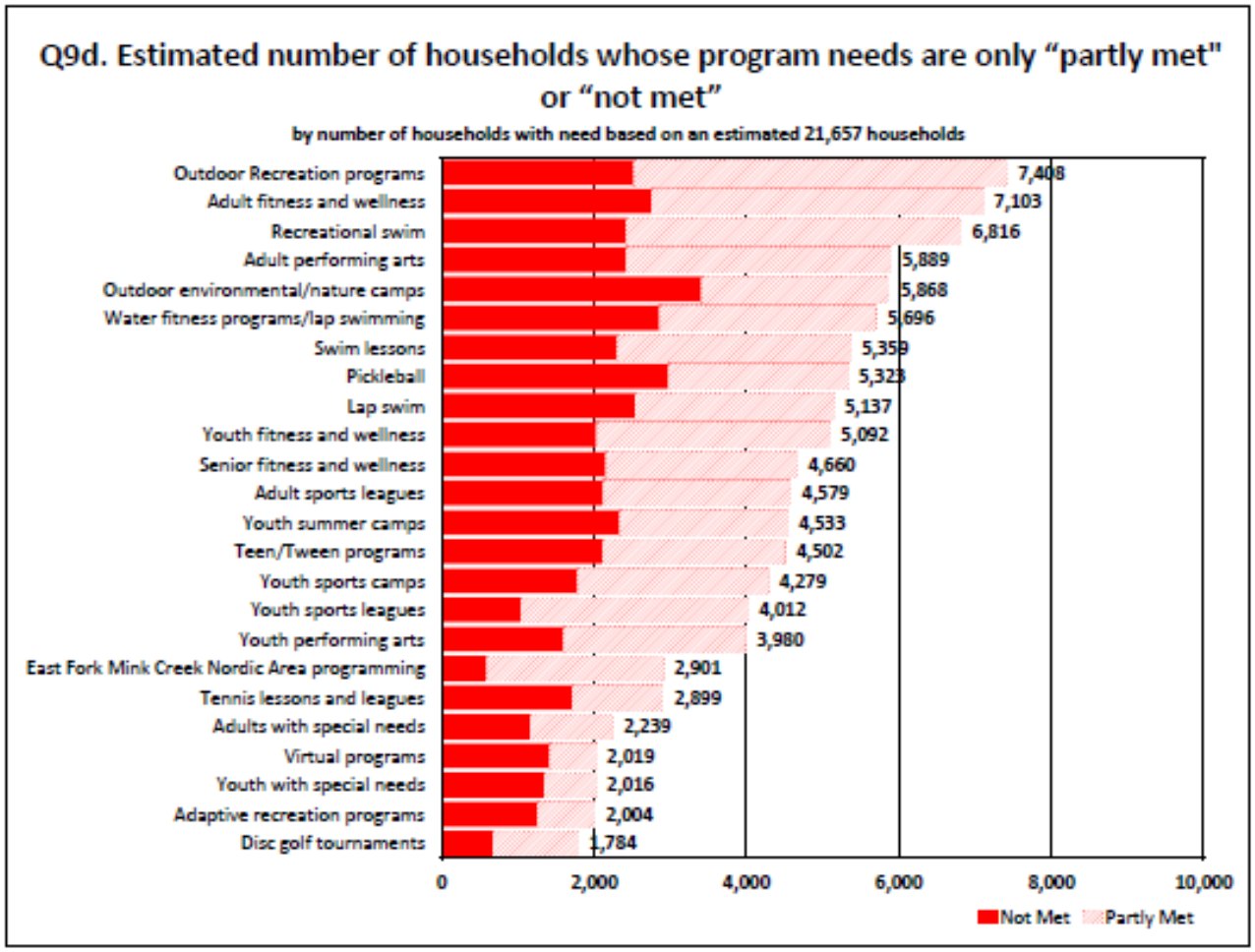
### Program Needs

Respondents were asked to identify if their household had a need for 24 recreation programs and to rate how well their needs for each were currently being met. Based on this analysis, ETC Institute was able to estimate the number of households in the community that had the greatest "unmet" need for various programs.

The three programs with the highest number of households that have an unmet need:

1. Outdoor recreation programs - 7,408 households
2. Adult fitness and wellness - 7,103 households
3. Recreational swim - 6,816 households

The estimated number of households that have unmet needs for each of the 24 programs assessed is shown in the chart below.

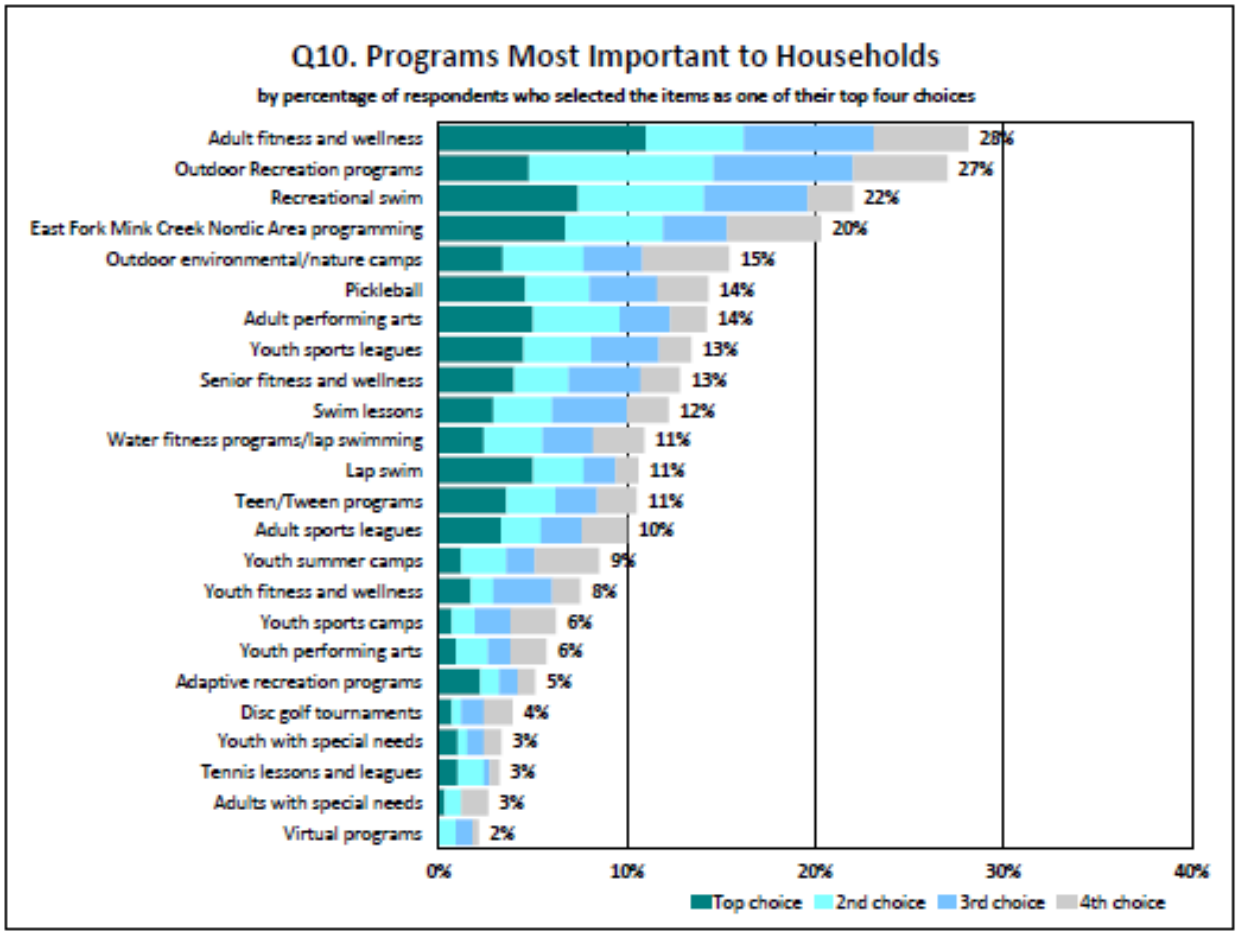


**Program Importance**

In addition to assessing the needs for each program, ETC Institute also assessed the importance that residents placed on each item. Based on the sum of respondents top four choices, these were the four programs ranked most important to residents:

1. Adult fitness and wellness (28%)
2. Outdoor Recreation Programs (27%)
3. Recreational swim (22%)
4. East Fork Mink Creek Nordic Area programming (20%)

The percentage of residents who selected each program as one of their top four choices is shown in the chart below.



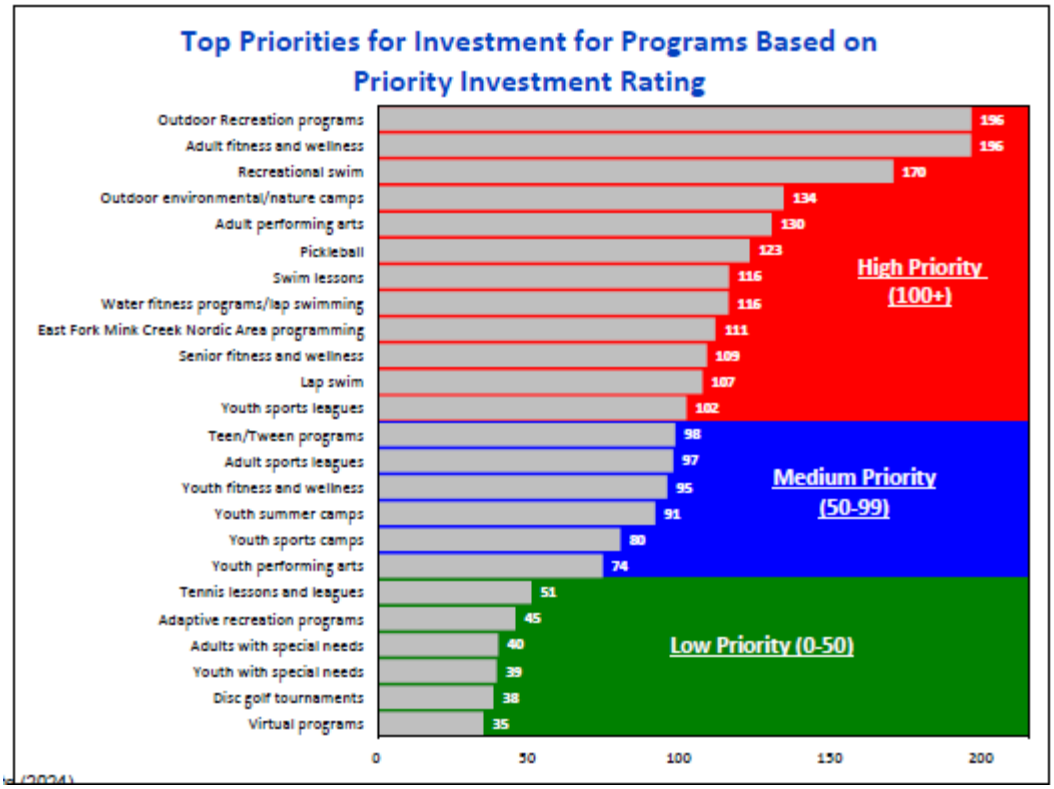
## PRIORITIES FOR PROGRAM INVESTMENTS

The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on programs and (2) how many residents have unmet needs for the program.

Based the Priority Investment Rating (PIR), the following activities/programs were rated as high priorities for investment:

- Outdoor recreation programs (PIR=196)
- Adult fitness and wellness (PIR=196)
- Recreational swim (PIR=170)
- Outdoor environmental (PIR=134)
- Adult performing arts (PIR=130)
- Pickleball (PIR=123)
- Swim lessons (PIR=116)
- Water fitness programs/lap swimming (PIR=116)
- East Fork Mink Creek Nordic Area programming (PIR=111)
- Senior fitness and wellness (PIR=109)
- Lap swim (PIR=107)
- Youth sports leagues (PIR=102)

The chart to the right shows the Priority Investment Rating for each of the 24 programs assessed on the survey.



## VALUE VERSUS FUNDING

### Perception of Value

Respondents were asked to indicate their level of satisfaction regarding the value they receive from Parks and Recreation. Most respondents said they were either very satisfied (18%) or somewhat satisfied (42%), with only 11% responding that they were dissatisfied and just 3% stating they were very dissatisfied.

### Amount of Funding Based on Value Perception

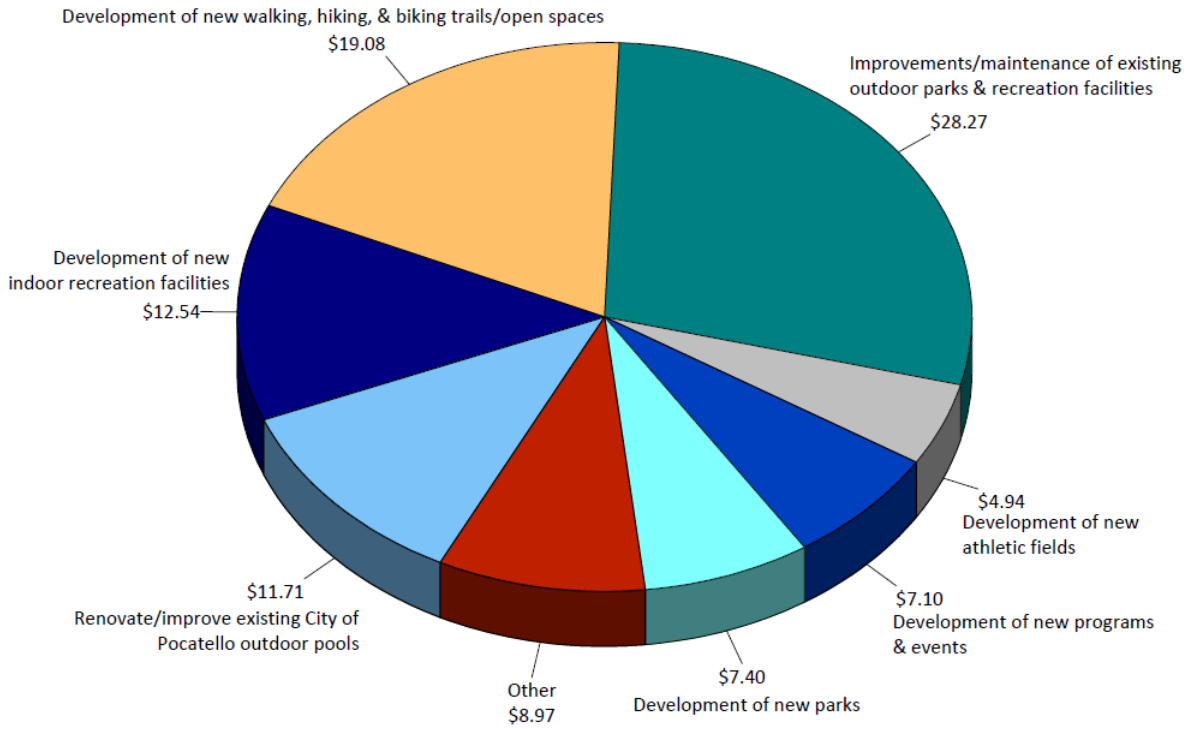
Respondents were also asked to reflect on how they feel the City should fund Parks and Recreation parks, recreation, trails, and open spaces given their perception of the value. 60% felt that funding should increase, 25% felt funding should stay the same, and 1% wanted to reduce funding.

### Funding Allocation

Respondents were asked to choose how they would allocate funds for Parks and Recreation improvements if provided a $100 budget. By average allocated, improvements and maintenance to existing outdoor parks and facilities received the highest amount of funding ($28.27), followed by new walking, hiking, and biking trails/open spaces ($19.08), and the development of new indoor recreation facilities ($12.54).

**Q15. If you had a budget of $100 for parks and recreation improvements in the City of Pocatello, how would you allocate the funds among these categories?**

by percentage of respondents (excluding "not provided")



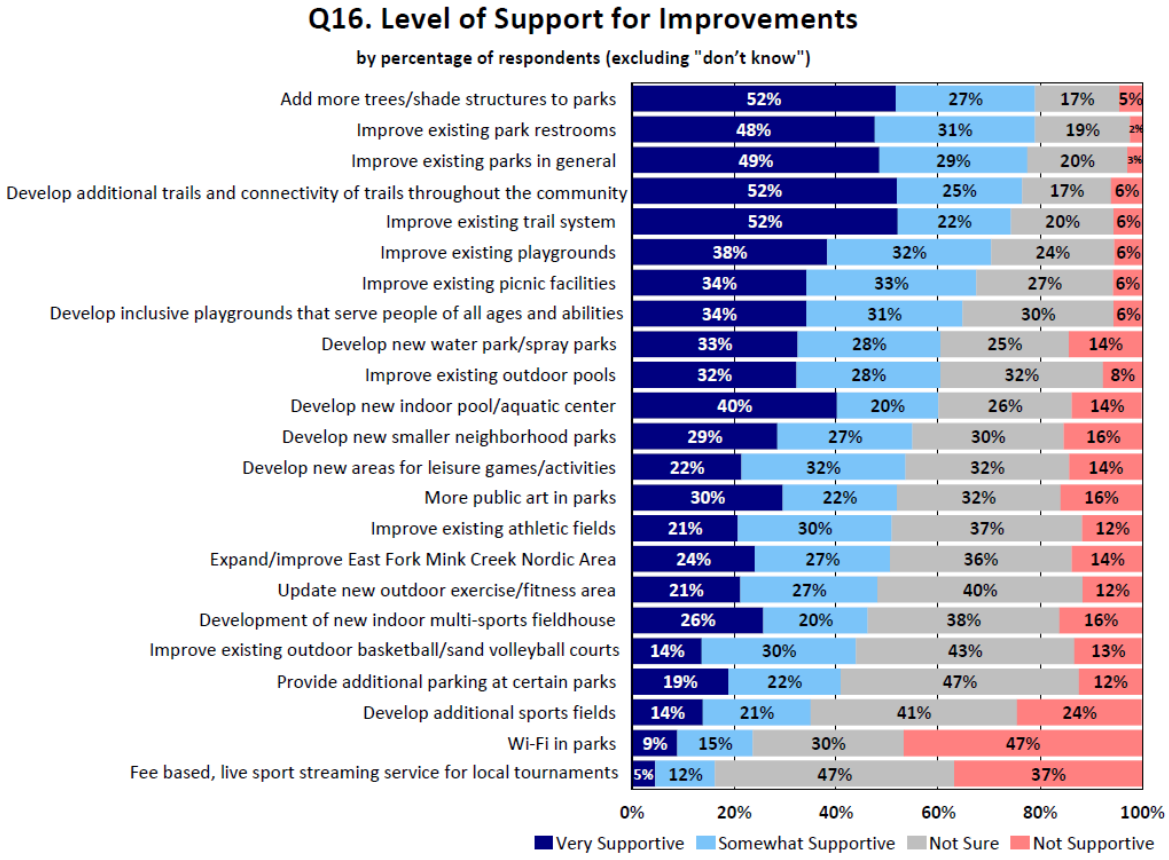
## SUPPORT FOR IMPROVEMENTS

### Rating Level of Support

Respondents were asked rate their level of support for potential improvement actions by the City of Pocatello. Respondents most supported the following:

- Adding more trees/shade structures to parks (52% very supportive, 27% somewhat supportive)
- Improving existing park restrooms (48% very supportive, 31% somewhat supportive)
- Improving existing parks in general (49% very supportive, 29% somewhat supportive)
- Developing additional trails and connectivity of trails (52% very supportive, 25% somewhat supportive)
- Improvements to existing trail system (52% very supportive, 22% somewhat supportive).

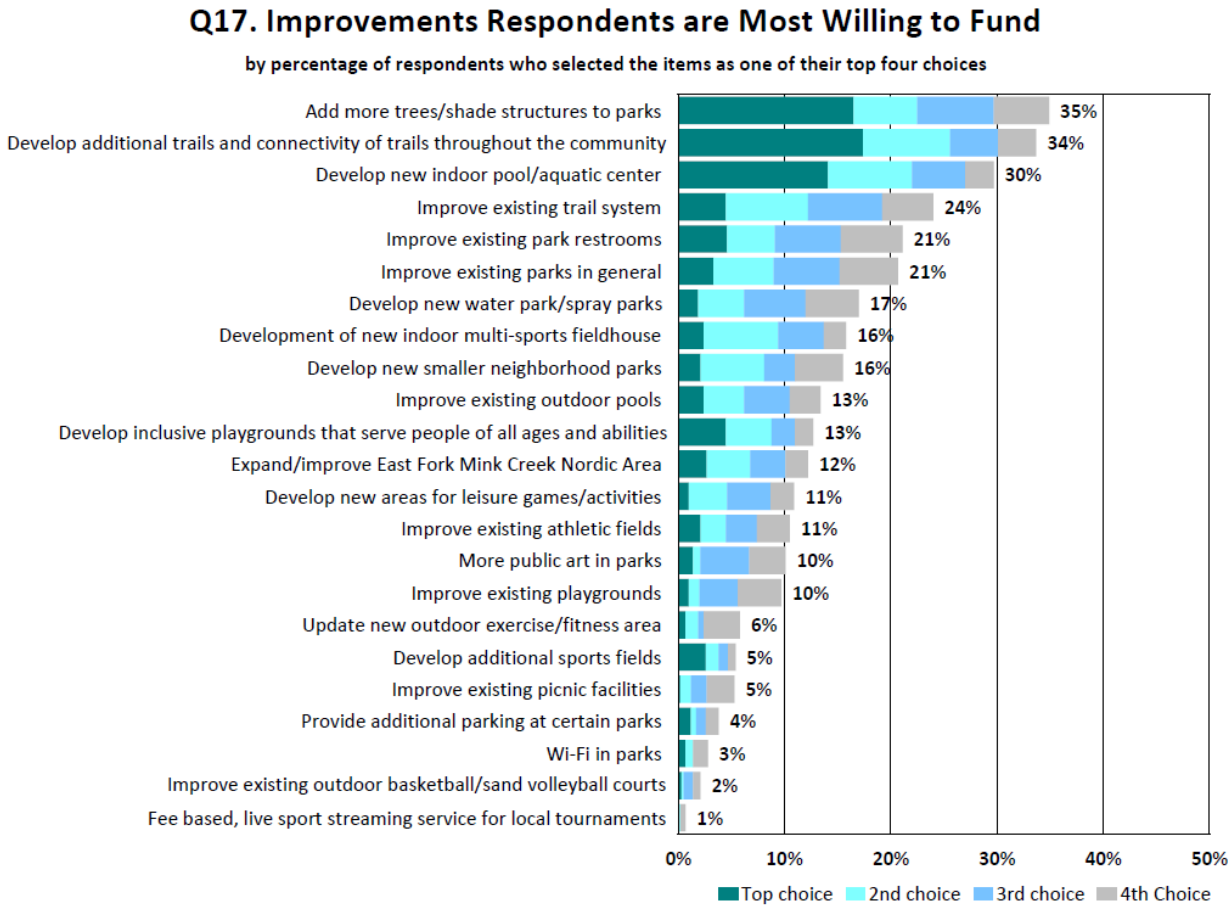
Respondents were the least supportive of adding a live sports streaming service (37% not supportive) and Wi-Fi in parks (47% not supportive).



**Improvement Funding**

Respondents were asked to select the top four potential improvement actions they would be most willing to fund. The top four items chosen by respondents include:

- Add more trees/shade structures to parks (35%)
- Developing additional trails and connectivity of trails (34%)
- Developing a new indoor pool/aquatic center (30%)
- Improve existing trail system (24%)



# Online Survey and Interactive Mapping Activity

The consultant team, through the website client *Social Pinpoint*, conducted an online survey to gain a better understanding of the characteristics, preferences, and satisfaction levels of Department users. On the same website, an interactive mapping activity allowed users to provide location-specific feedback on the Department's services. Both the survey and interactive mapping activity's responses were able to give insight into what respondents wanted to see prioritized and funded, as well as their satisfaction with the Department.

Demographically, neither the survey nor the interactive mapping activity collected data on participants' gender, race, economic status, or age. Important to note is that the survey asked respondents to answer several questions in place of their household, meaning that some answers may be indicative of total households rather than individuals.

There were several key takeaways from the survey and interactive mapping activity. For example, most respondents were overwhelmingly satisfied with the parks and facilities that are offered in the community, with several specific parks and facilities receiving nearly exclusively positive reviews. There were also some clear winners in terms of direction that the Department should take with potential actions, including heavy support for the improvement of current parks, facilities, and trails and the development of new trails. It will also be apparent throughout this report that both survey and interactive mapping activity respondents had overwhelmingly positive feedback for the Department, with high levels of satisfaction even if some respondents had some more specific criticisms.

## METHODOLOGY

Both the online survey and interactive mapping activity were powered by Social Pinpoint; the online survey was open nearly four months, from February 29$^{h}$, 2024, through July 5, 2024, and received a total of 257 individual survey responses, while the interactive mapping activity was open from February 29$^{th}$ to December 18$^{th}$, 2024, and garnered over 100 individual contributions. The survey included 5 questions total, with the 5$^{th}$ and final question being open-ended for respondents to leave any further questions or feedback, while the interactive mapping activity allowed for respondents to provide comments, questions, or suggestions to any aspect of Pocatello Parks and Recreation.

At the same time, survey respondents had the option to skip certain questions, which led to a couple questions having a high number of skipped responses. However, each question was analyzed individually, meaning that skipped responses were typically not considered.

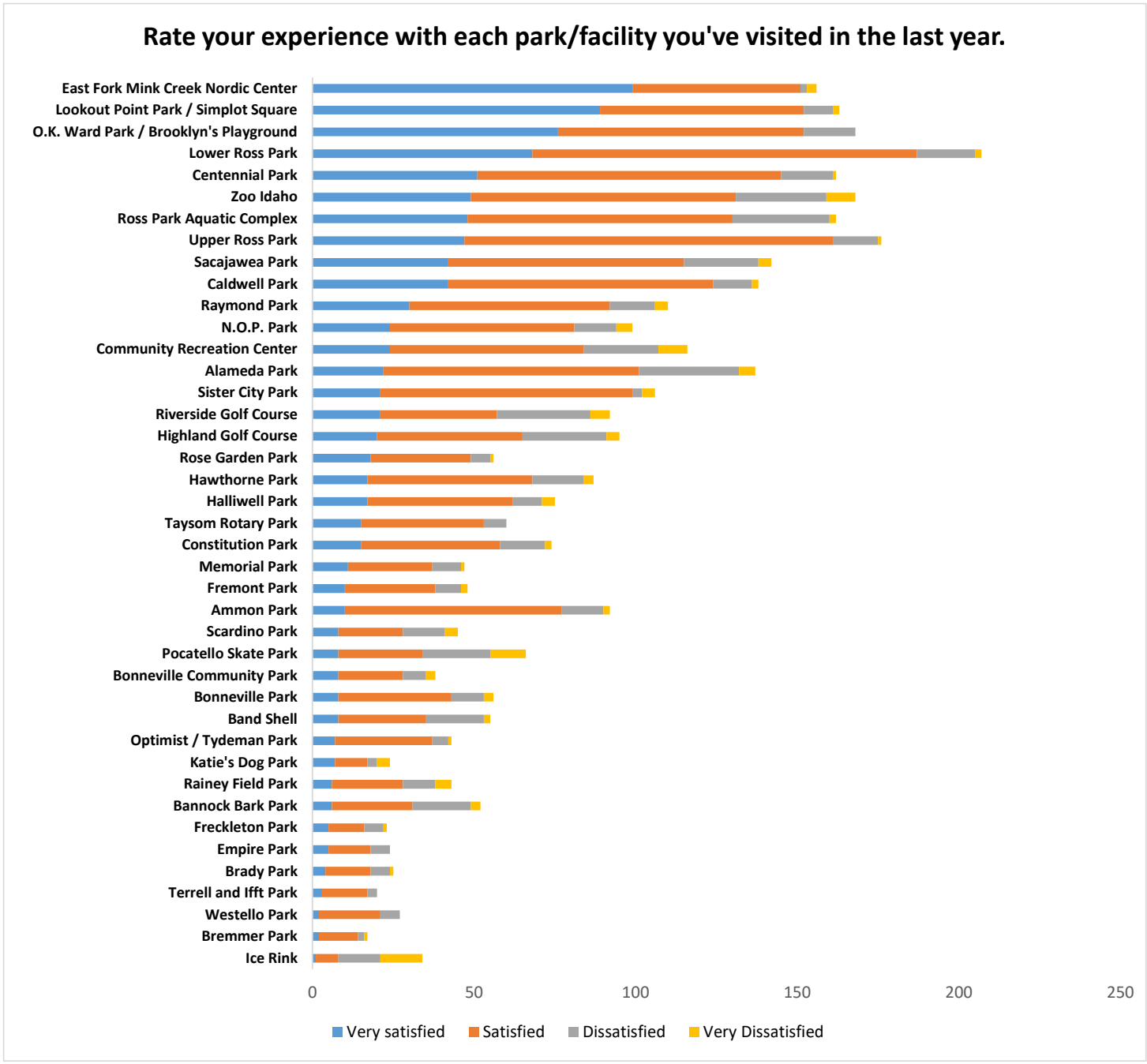
Note: the language used in this document is not always word for word with the survey. Some questions or responses were shortened for the sake of brevity.

socialpinpoint

## ONLINE SURVEY FINDINGS

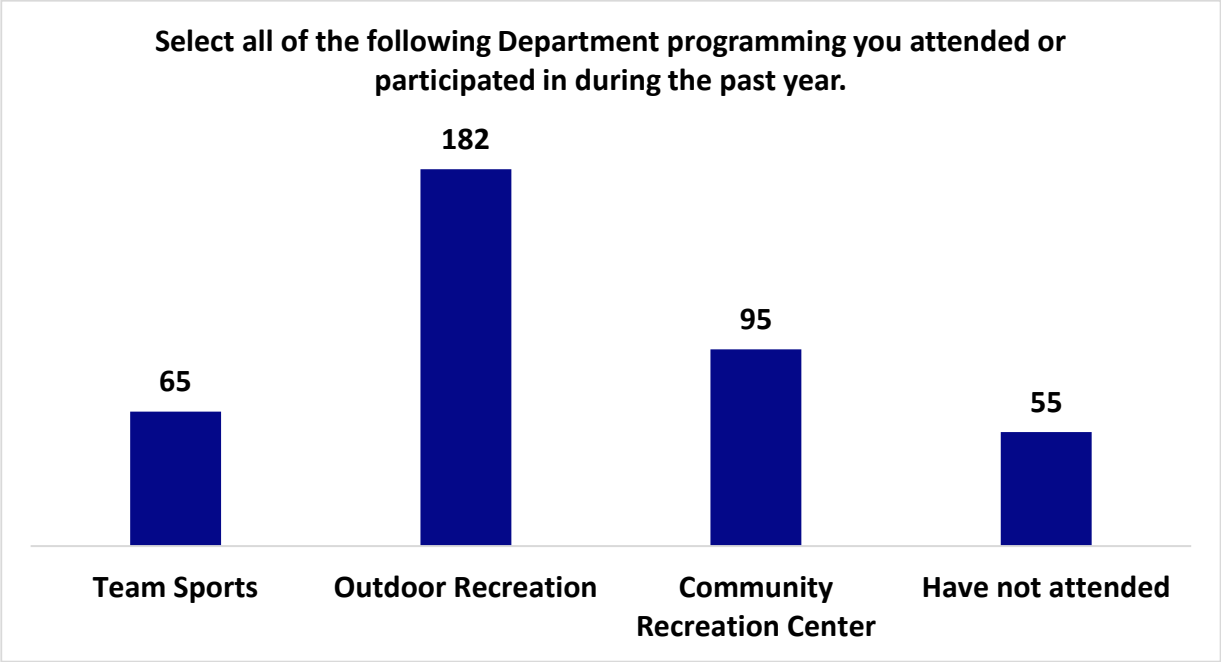
### Question 1: Rated Experience with Pocatello Parks and Facilities

Respondents were first asked to rate their experience with the Department parks and/or facilities from very satisfied to very dissatisfied; as seen below, the response was overwhelmingly positive, with **nearly all parks and facilities receiving over half of their responses as either 'Very Satisfied' or 'Satisfied'**. Of these parks and facilities, the East Fork Mink Creek Nordic Center, Lookout Point Park/Simplot Square, and O.K. Ward Park/Brooklyn's Playground received the highest number of 'Very Satisfied' responses. Alternatively, only one facility received more Dissatisfied and Very Dissatisfied responses than positive responses, which was the Ice Rink. The full results can be seen below.



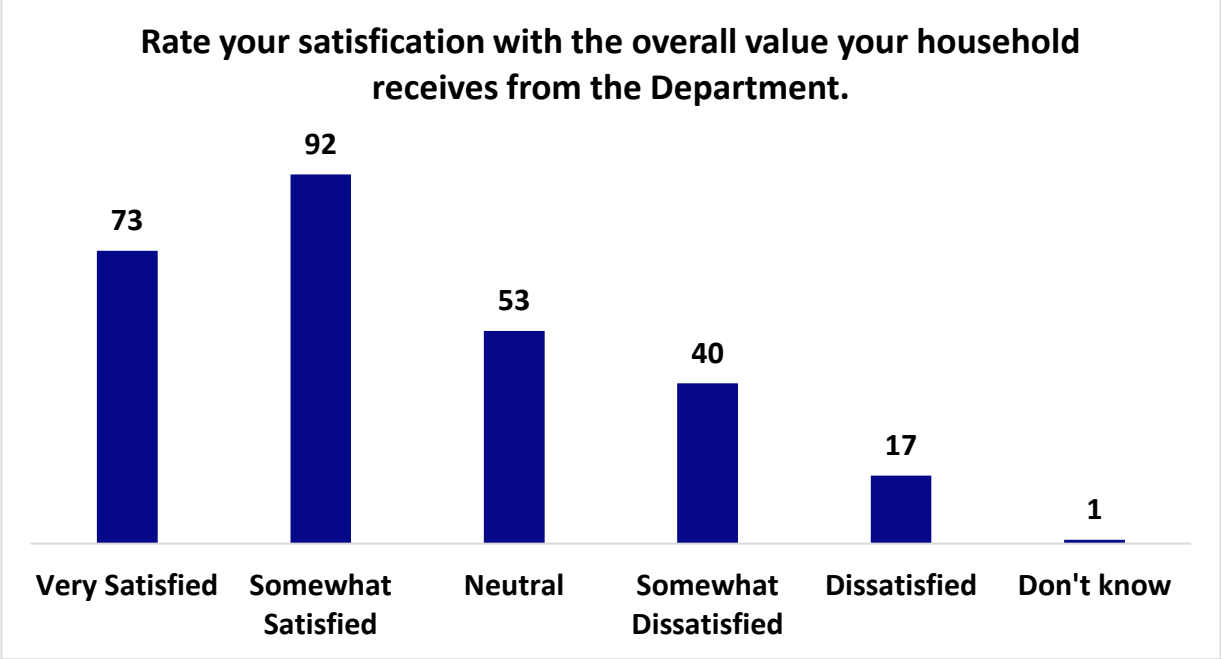
**Question 2: Program/Event Participation**

Question 2 asked respondents to indicate which Department programming types they had attended in the past year. **Sixty-five (65) respondents indicated that they had attended Team Sports programming, 182 attended Outdoor Recreation programming, 95 had attended the Community Recreation Center, while 55 respondents indicated that they had attended none of those programming types**.



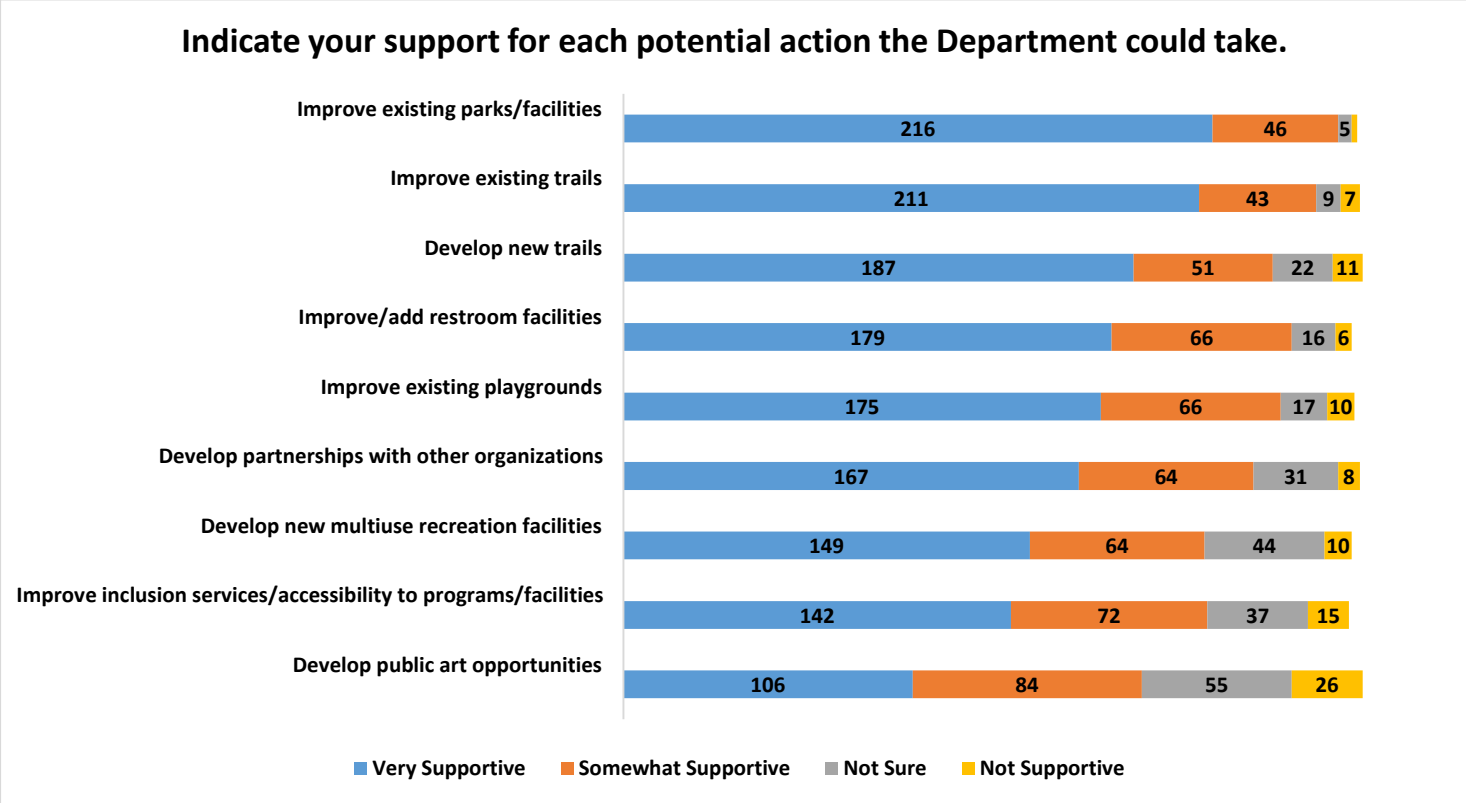

**Question 3: Satisfaction Levels**

Respondents were also asked about their overall satisfaction with the value their household receives from the Department. This question had feedback that was similarly positive to question 1, with **73 respondents being 'Very Satisfied' and 92 respondents being 'Satisfied'.**



### Question 4: Funding allocation

On question 4, respondents were asked to indicate their support levels for 9 potential actions that the Department could take. The actions with the highest amount of 'Very Supportive' responses were **'Improve existing parks and facilities', 'Improve existing trails', and 'Develop new trails' with 216, 211, and 187 1st choice responses respectively.** Alternatively, the actions with the highest amount of 'Not supportive' responses (which were relatively low compared to the supportive responses) included **'Develop public art opportunities', Improve inclusion services/accessibility to programs and facilities', and 'Develop new multiuse recreation facilities' with 26, 15, and 10 'Not Supportive' responses respectively**. The full results of the question can be found in the chart below.



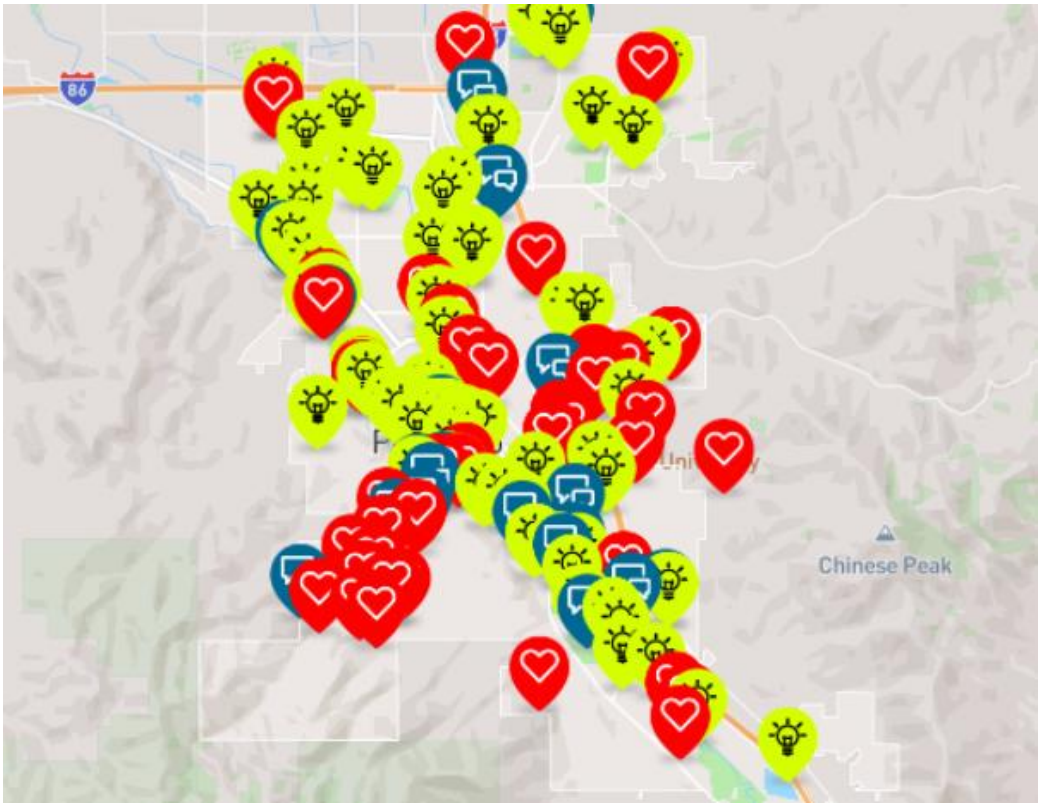

### Question 5: Additional Questions and Comments

The fifth and final question of the survey asked for respondents to leave and further questions and/or comments they had for the Department. The full 160 responses to this question can be found in **Appendix B - Online Survey, Question 5: Full Results**. Some of the reoccurring themes from responses to this question included:

- Several respondents indicated that they would like an increase in the total number of parks within the community and near their homes. This was paired with a desire for more inclusivity and accessibility to users with disabilities, including accessible park paths, entries, playgrounds, and increased safety barriers.
- Additional restrooms and renovations to current restrooms were a common ask.
- Many respondents wanted to see the Department's maintained golf courses receive some renovations, new irrigation systems, and clubhouses.

## INTERACTIVE MAPPING ACTIVITY RESULTS

As a result of the interactive mapping activity on the project's Social Pinpoint website, 133 open-ended comments, questions, and suggestions were submitted on Pocatello's Parks and Recreation system; these comments ranged from park location suggestions to compliments on Department programming. The interactive mapping activity utilized an online mapping tool that allowed respondents to pinpoint exact locations that they wanted to provide comments, suggestions, or praise to. The map utilized, along with a visualization of all the received responses, is pictured below.




The full results of interactive mapping activity can be found in **Appendix B - Interactive Mapping Activity: Full Results**. The interactive mapping activity received some sentiments that were similar to the open-ended survey question 5, including:

- Respondents would like to see an increased number trees and intentional protections for current trees within parks, trails, and other areas of the Pocatello community. Similarly, there were several comments asking for trees in different areas to be pruned regularly.
- Increased trail connectivity was a priority for multiple respondents, with specific connections near or along the river being the most commonly asked for.
- Multiple respondents had suggestions for the Portneuf River, including suggestions to make the river usable, swimmable, and enjoyable for all members of the community.
- Several respondents indicated a desire for more parks and recreational spaces, including some suggestions to revamp older buildings around Pocatello or redesignate the purpose of empty or unused lots in the community to become parks, recreation facilities, or community gathering spaces.

## Online Survey, Question 5: Full Results

The following chart shows the full 160 responses for Question 5 on the PROST plan's online survey.

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| I often accompany clients with disabilities to Pocatello Parks and I am disappointed in the accessibility, inclusivity and safety. Parks need paths, accessible entry, shade, safety barriers to roads, teen spaces, etc. |
| keep open spaces accessible and un-encroached upon by developments, especially new housing divisions. Prioritize housing developments in already used spaces (like abandoned buildings, etc.) Need bathroom access at most parks |
| I would like more parks with wheelchair accessible playgrounds, such as wheelchair swings and terrain friendly substrate for children dependent on mobility aids. |
| We need to keep all the current green space and parks as well as creating additional spaces. |
| distributed access to existing trails that may require access/right-of-way agreements to reach surrounding public lands are really important to me as the City continues to grow; staff does so much good work on a limited budget - thanks! |
| Leave Ammon park alone. It is a great neighborhood park. The townhouses will ruin the park and neighborhood. You can put them on sleigh hill. The parks need better maintenance for the taxes we pay |
| Bonneville Park at 7th and Fremont st has been neglected for years. Broken equipment not repaired or replaced, minimal play equipment that still functions. The park is used by many locals and desperately needs an upgrade. PLEASE !!! |
| Please fix and update casino park! And a sidewalk leading up to it! |
| Please update the play structure at Scardino Park and add a sidewalk leading to it. |
| We need the playground structure repaired at Scardino park and a sidewalk that leads to the playground. Alameda doesn't feel safe. |
| I don't live in Pocatello but have 3 grandchildren there. We have enjoyed the parks and swimming pool. Their closest park is Scardino, and it is in real need for some improvements - the play equipment is ancient!!! |
| I love parks that are NOT surrounded by roads. Ammon Park is an absolute favorite of ours because it is so safe for wandering kids. Scardino Park would be fabulous if it could have similar things to other parks—play equipment, a restroom. |
| Scardino Park desperately needs a new playground. A sidewalk to it would also be helpful for increased access. |
| I feel that I'm satisfied with most of the parks. However, I really wish Scardino Park would get an update. Please consider adding a new play structure and a paved pathway to it so it's easier pushing a stroller. Thank you |
| Some attention is needed at upper Sister City to re-direct runoff from the upper parking lot towards the adjacent, flatter grassy area. Said runoff is damaging infrastructure. |

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| Please fix Bonneville park, it's broken. And falling apart, a lot of kids use this park, it needs improvement and addition equipment like swings. |
| A lot of these things I'm very supportive of with additional information. I don't feel the city is very transparent. I also think the price of these things is very important. If we can do something that economically makes sense, I'm all for it. |
| Improve splash pad & playgrounds. Vegas communities have some amazing public playgrounds Poky should use as examples. Mini zip lines, shaded structures, water pads that have rock areas for sit down play. Would like to see more rock-climbing programs |
| Please fix the pickleball courts at Raymond Park!! |
| Ross park Skatepark needs attention and cleanup |
| I love the different “styles” of parks in town. More variety that way would be great. |
| A park by the Marinus Ln area would be amazing! |
| Sister City park needs a permanent restroom. The men’s s shower at the Community Recreation should be kept cleaner. I frequently see mildew on the shower curtains and ceiling. Also, the rec center should not provide shower facilities for the homeless. |
| There is so much room for positive improvement. We just need to invest in making our parks the absolute best they can be. |
| I pay high taxes and yet I'm 2 miles from the nearest park. The kids in my neighborhood have nowhere to gather and play. |
| Fixing the channeled river in town could really be what this city needs to take its next step. The time has come for action on this. |
| Pocatello needs to maintain the public tennis courts in the community, and we are in desperate need of more tennis facilities. We have over 450 tennis players in our community, and we are in desperate need of decent facilities for tennis |
| More dog areas |
| I've seen homeless people sleeping right next to a school bus stop in Alameda Park. That's a problem. |
| Conflict with Sacajawea monarch milkweed garden and FROLF course. Better future planning? |
| Sacajawea and Edson Fichter are the only two parks that have a primary focus on nature. The disc golf course will damage Monarch breeding and endanger children on the trails. It could be moved to an open area in the park. . |

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| Covered areas to shelter from the harsh winters and harsh summers would be very helpful. Also having functional restrooms at every park with a playground would be greatly appreciate to moms of young children like myself. |
| Helping create Greenways that serve as cycling transportation throughways would be helpful. Cut off points push people to underserved roads and sidewalks which creates a safety hazard. |
| Add trashcans to the parks to promote a clean park space. Add community garden spaces for neighborhoods. Allow neighborhood associations as part of NeighborWorks to use facilities FREE of charge. Offer nonprofit organizations a reduce rate fee. |
| As new communities are planned and built it would be nice to know that accessibility to parks is taken into consideration, and that Parks and Recreation is part of the planning and development. |
| Playgrounds need serious attention. The areas with new growth need to have parks planned in them. |
| It would be nice to have a vault toilet at one of the city creek trail heads. Also, a community garden at a park might be kind of nice |
| Improve and maintain current facilities before beginning new projects. The tube at Fremont Park was still split a couple of weeks ago. The makeshift repair is not safe for children and the outhouse and broken water fountain are ridiculous. |
| I don't trust our community to keep nice restrooms. Don't waste money there. |
| Parks in general need more trees and natural shade, improve park walking paths for walking and running. |
| Might not be for P&R but more bike lanes to get around the city |
| Build a year-round or seasonal indoor ice rink please |
| Leash laws for dogs are posted everywhere but are not enforced. This is a safety hazard for trail walkers. Some people and many dogs do not do well with off leash dogs running up to them. I'd suggest a way to report this and have regular patrols to enforce |
| Focus on improvements to current venues. Remove invasive trees and replace them with native trees. Look at the equity of park quality across neighborhoods. Seems like wealthier areas have better park conditions (i.e. Sacajawea & Edson or Wellness). |
| We usually travel to parks in other towns because the parks in the Pocatello/Chubbuck area are in such disrepair. Parks in other places have come a long way since I was young, and Pocatello is not keeping with the times. |
| Improvement of parks and recreation will draw in businesses to relieve tax burden. Start to market out world class biking, skiing rock climbing in the area. Utilize the river in town!! |
| All of these sound like amazing ideas. I would really love a safer cross walk by Brooklyn's playground on Quinn and northern lights before the stop light is finished |

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| Parks and Recreation is an economic driver in Pocatello. Should try to capitalize on what we have - mountain biking/hiking, skiing, and rock climbing and really improve these. Need more beginner mountain bike areas (summer trails at xc ski area?)). |
| I would love to see more natural park spaces like the Edson Fichter Nature Area. |
| Very supportive of developing beginner friendly trails, skills park and developed trailhead(s). This should be a high priority. |
| Update the skate park! Like, REALLY update it. Don't just resurface the old janky ramps. Expand it. |
| please turn on the water fountains at the parks |
| It is very important that the city considers habitat preservation and re-establishment in their planning. Recreation is important to community health and spirit, but habitat preservation is critical for future generations. |
| We really need to put money back into the golf courses. Both clubhouses need a major overhaul. The amount of play increased during the pandemic and has not tapered off. It is great to see new people as well as families using both courses. |
| We have two fine golf courses which are tremendous assets to our community. The entrance and clubhouse of each should be improved to represent the prosperity of our community. Also the sprinkler systems maintained and upgraded in order to save water. |
| Golf course clubhouses are old and in disrepair. |
| Golf courses need attention |
| Golf courses need more attention with club houses and driving ranges. Blackfoot, Idaho Falls golf clubhouses and practice facilities are much better and seems the not a lot of recourses are being put back into the courses. And the zoo is boring! |
| The golf courses make more money for the parks department than any other activity; It needs touch ups via improved/replaced irrigation system that's 20+ years old. The Riverside clubhouse needs updated as well. The zoo wastes resources. can be removed. |
| Highland and Riverside Golf Courses are extremely out of date. The clubhouses need significant upgrades, the golf courses and equipment need upgrades. Blackfoot, IF, Preston all have better facilities than Pocatello. |
| Overall, it seems like the city just pays for enough staff to complete the bare minimum of maintenance of our parks. I'd love to see more accessible options, city-hosted activities throughout the summer at various parks, and native plant life as a staple. |
| The golf courses need funds put towards irrigation and maintenance needs. Both clubhouses could use a facelift. Riverside should probably be replaced. |

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| I would like to see Highland Golf Course have an updated irrigation system. I would also like to see Riverside Golf Course update their clubhouse. |
| Put money gotten from the golf courses into maintaining the golf courses. A new irrigation system for Highland Golf course and a new club house for Riverside Golf course. |
| New irrigation system for Highland golf course and new club house at Riverside |
| Please look into new irrigation systems for highland golf course and riverside golf course. Riverside is in desperate need of a new clubhouse. That place is no safe for people to be in all day. |
| My family and I like to play golf and walk the port of river. My primary concern is the golf courses. The irrigation systems are old and need to be replaced. And the club houses are very old and do not meet the needs of the public. |
| It would be nice to have updated irrigation at the local golf courses. Install efficient water saving sprinklers. Update the pro shop at highland and design a new pro shop at riverside that will help with flow of traffic. |
| Riverside golf course needs a new clubhouse |
| I would like to see some funds put into both city golf courses. Both need a new club house and new watering systems. |
| Both city golf courses are in desperate need of a change. The irrigation systems at both are WELL past due for a renovation. Riverside clubhouse needs to be rebuilt as the exciting clubhouse is very unsafe for not only players but employees as well! |
| Replace trees on golf course that have died or been blown over |
| I'd like to see some money go into the golf courses. Greg needs to be let go. Riverside needs a new clubhouse. Highland needs irrigation. So much money is earned at these courses and it's about time to actually put money into them and improve them. |
| Being the main sponsor for one of the biggest golf tournaments in the city, it's embarrassing the facilities in place at both golf courses. Specifically, the Riverside club house is a disaster. Please address both facilities as they are an embarrassment. |
| The golf course club houses need updated. As a Varsity golf coach, the size and condition riverside clubhouse is in, is inexcusable. The clubhouse is an old barn with insufficient space for a course. The bathrooms are outdated and need of repairs |
| Golf courses need some help, Way too much play for the little amount of maintenance done. Also its time to let Greg go, he clearly doesn't give a shit and it shows! |
| We need to upgrade the Golf Courses. They are on of the most used recreations in Pocatello. Both water systems are far below average. The club house at Riverside needs a tear down and rebuild. There needs to be major upgrades at both places. |

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| Both Riverside and Highland golf courses could use a lot of work. Both need upgraded irrigation systems and Riverside needs a new clubhouse. The current conditions make me question getting a yearly season pass. |
| The need for Riverside Golf Course to build a new clubhouse is long overdue. The golf course are the only profitable operation in the Parks & Rec Department and can only stay that way by improving the facilities. New irrigation is needed at both courses. |
| Our city golf courses . . . PLEASE, PLEASE, PLEASE!!! Let's PRIOTITIZE our irrigation system at both courses! Also, we're out growing the 2 we have. Let's plan to build another! |
| We need pickleball courts, a park for Highland residents (not just the Portneuf center), and the Golf Courses need newer facilities (they are profitable!). |
| Please, no more disc golf courses in natural areas such as at Sacajawea. The flowering crabapple trees at Caldwell Park could be healthy and beautiful if not for the poor grounds work that has damaged them. |
| Would love to see more biking paths and parks with dirt tracks for kids to learn on. The trail at the Wellness center needs expansion and improvements |
| I would like to see Pocatello be more bicycle friendly including the routes between parks. |
| Bathrooms at parks need to be open during winter. Finish the sidewalk at Brooklyn's playground in front of the shelter so children don't have to ride their bikes & walk through the parking lot-- I've seen many almost get hit. |
| Please keep working to improve/develop quality, accessible recreational spaces for the community |
| I took this survey already, but I wanted to add that Alameda Park would be a great spot for a splash pad. So many families in the area, and I've heard the water pump in that area can handle a splash pad |
| There is a need to resolve the ownership issue of the City Creek Trails area with the Tribe. |
| Most of our parks look dumpy. It’s embarrassing. |
| I would love a park in the lower highland area |
| Big trail user here. I would love to see better trails and trail development on the east bench. I also want to ride those zip lines! |
| Would love to have more safe, nice, dog friendly parks where dogs are allowed off leash. |
| The Portneuf Trust could really be of more help in this area. It is nice to see them helping this year at the Rec Center, but they typically throw us peanuts each year and expect us to be so thankful for their generosity. They have amassed more than $100M. |
| Pocatello is an amazing city with an already robust trail network. It has a strong cycling committee that supports building further trails. It’s also becoming a destination spot for people to visit to enjoy the mountain biking trails we have. |

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| The more our community is accommodated for outdoor activities the better the community health and wellbeing is. |
| I would love to see some improvements made to the rec center!!!! We need a larger space. More competitive pricing. Better swimming pool. |
| Pocatello needs to build a pump track/dirt jump area for BMX riders alongside another skate bark built for BMX and skateboards. |
| Plant more flowers and trees. Improve additional Greenway paths and connect existing paths. |
| Something MUST be done regarding the water quality of Mink Creek Rec area. The cattle feces has made the water quality hazardous. The Portneuf needs more trash removal/cattle bank damage initiatives |
| I do not feel safe hiking my dogs on the trails |
| The rec center is a joke. If you go anywhere else in the United States, they have very nice facilities for families to use. The building needs to be torn down and redone. It's in horrible condition. |
| A summer camp that runs most of the summer would be a great help for working families. Moon Township, PA runs one that was wonderful when we lived there, if you'd like an example program. They did something different week. |
| Invest to improve current structures kids frequent like the pool and skate park, then focus on improving all other existing parks with bathrooms and additional amenities. |
| Partnerships should not be moneymakers for businesses like the golf courses because it is too pricey. However, ICCU donations and connections credit union are good. |
| We need a trail system from one end of Pocatello to the other for walking and biking |
| Restroom facilities need improvement and regular maintenance at almost every park |
| I am concerned with homeless people sleeping in Alameda Park right next to a school bus stop. |
| Stricter rules on off leash dogs, so others can walk their dogs |
| Please reach out to the golfing community to get their input on the current state of care and investment at the golf courses. What are the short and long-term goals for Sacajawea park? Recent disconnected projects blur use goals. |
| I don't know if you have jurisdiction over the Portneuf Wellness Complex, but their grass could be better taken care of, especially on the soccer fields. |
| Please maintain fields and mow the grass. It is so awful to try to play ball or just enjoy the parks with mounds of cut grass everywhere. Either mow more often or rake |
| Parks and recreation are among Pocatello's greatest attributes. Please take the opportunity to further develop and enhance very seriously. I really love this element of Pocatello. |

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| The city could really use multi-use paths. The majority of the city is flat and would be accessible by bike but rising a bicycle in town is quite dangerous on the road even in designated bike lanes. |
| A splash pad is NEEDED in central/south Pocatello. I'm very excited to have the new one at OK Ward park, but it's close to the one at Stuart Park in Chubbuck. |
| Continue to develop trails and require leash laws. |
| I would love to see the parks cleaned/fixed more regularly. Brooklyn's playground often has trash in it. Alameda park has a lot of dog droppings. I think maintaining our current parks and trails is way more important than building new ones. |
| Make trails better, need better signage on trail system. Regular trail maintenance and improvement. |
| Fund the maintenance and oversight of the City Creek Management Area and the Pocatello Creek Landfill Trail. This city loves to point out the recreation opportunities our bench trails provide, however, no funding is available for their maintenance. |
| I only marked less than satisfied because I feel some of these parks/facilities are in significant need of maintenance. I appreciate what you do. I wish you were better funded. |
| Signage for trails, better maps, rec center needs total overhaul, move hot tub somewhere else for easier access and less problems with swimmers |
| user friendly trail guides |
| Please devote resources to hiring a trail person and/or provide resources to plan, maintain, and grow our trail system!!! |
| We are so blessed to live where we are in this little gem of Idaho |
| Please invest in what we have. Halliwell Park's baseball field, the Rec Center and the pool need expanding, and Alameda park should have more picnic areas |
| The trees at most all parks are needing improved. The March 1 snowstorm revealed the hazards that the old trees pose. Maintenance of the parks is a big issue on lawn and facilities. The city needs better football and baseball facilities for youth sports. |
| We need to invest in trails! If we ever did a use study, city creek use would likely far exceed use at most parks. It's a year-round use area and an amenity which needs money to support! |
| Improve and add more walking/bike trails |
| Adaptive bike trails…. |
| would like to see the city develop some mountain bike flow trails with big berms and jumps similar to the bike parks in the foothills of Boise. Cussak creek or the back side of Chinese peak would be an ideal location. |

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| Build MTB flow trails and maintain the trails that are here already. The trails at the wellness complex are in such bad condition they aren't really worth riding. Reach out to Draper Utah, 2nd best trail system in the country. |
| Trail signage is needed, more trashcans on trails or compost |
| getting tired of ICCU and Lookout CU taking over this town, we need to rely less on these corporations that just want their branding all over the city. If people want nice things I think we should all contribute more to fund Parks & Rec. improvements |
| Would like to see more natural habitats in our parks and less turf. I feel we have enough sports parks. We also need another skate park. |
| The existing amenities are great and offer a lot of variety, but most need updating and some minor to major improvements. Investing in the existing will go a long way vs creating new. |
| I think Lower Ross Park would be vastly improved if S 2nd Street was closed to through traffic. Imagine the possibilities! |
| I love the outdoor rec. in the area and think local parks and green spaces are important for neighborhoods. Love the river and wish we had a better river walk. Thank you for all your hard work. |
| Making the greenway continuous south of town would a big benefit to the community |
| More inclusive parks please!!!! Also, Brooklyn’s playground needs maintenance really bad. |
| Some of the parks have houses bordering the parks and their yards are junk yards filled with crap and garbage that detracts from the park |
| We have lived in many communities around the country, and it is embarrassing how so few small green areas and parks Pocatello has in its neighborhoods. There are none in the Satterfield and Ridgewood communities or others. Build them! |
| Bonneville Community Park is in dire need of sidewalk repair and grading. |
| More disc golf courses |
| The Sagewood Hills area east of the hospital needs a place for children to play. There is no park close by. A car is needed to get to a playground. |
| We need a free-access water splash pad that is easily accessible to Pocatello's children. Alameda or Caldwell Park. Pocatello kids can't ride their bikes or walk to the splash pad in Chubbuck. |
| Have more advanced mountain bike trails |
| Several playgrounds are old and are falling apart. Alameda park is a prime example. That park is always busy, but the playground in not used as often because it is small and is much older. |

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| I feel like an inclusive, easy to read, Pocatello parks Guide for Dummies would be awesome. Yes, we're new here. Making sense of all the maps of trails and what they are used for is somewhat daunting. Dummy User-Friendly maps/info :) |
| Dog poop on trails is an ongoing problem. Wish there was a way to hold people accountable. Graffiti is a never-ending problem. Hidden cameras? |
| Pocatello has the best trail system. We would love it preserved and available to the public. |
| Develop more walking trails. |
| Please bring better dog parks. We have a few small and very run down/dirty dog parks. So many people in the area have dogs and have nowhere to go to a dog park specific for just dogs. |
| Need lots of pickleball courts to keep up with other communities. |
| More shade, updated bathrooms and bigger rock gym. |
| If improving trails, please make them for pedestrians- it's hard for strollers or seniors and young families to enjoy these trails when they are mudded from bike and 4-wheeler tracks |
| I often accompany clients with disabilities to Pocatello Parks and I am disappointed in the accessibility, inclusivity and safety. Parks needs paths, accessible entry, shade, safety barriers to roads, teen spaces, etc. |
| Keep open spaces accessible and un-encroached upon by developments, especially new housing divisions. Prioritize housing developments in already used spaces (like abandoned buildings, etc.) Need bathroom access at most parks |
| I would like more parks with wheelchair accessible playgrounds, such as wheelchair swings and terrain friendly substrate for children dependent on mobility aids. |
| We need to keep all the current green space and parks as well as creating additional spaces. |
| distributed access to existing trails that may require access/right-of-way agreements to reach surrounding public lands are important to me as the City continues to grow; staff does so much good work on a limited budget - thanks! |

## Interactive Mapping Activity: Full Results

The following table shows the full 133 responses of the Social Pinpoint website's interactive mapping activity, where respondents were asked to provide a comment, question, or suggestion to any Department service or location.

| Comment, Suggestion, or Question | Address |
|---|---|
| If the fairways for the disc course were mowed just once per year, it would be usable. Unfortunately, now, the invasive weeds, mainly thistle, are way to high to play. Thank you | 2250 North Arthur Avenue, Pocatello, Idaho 83204 |
| We could use a dog park. There is hardly a time that there is not dogs walking on the path. It would be safer and bring many more people to our park. Thank you. | 750 East Poplar Street, Pocatello, Idaho 83201 |
| The neighborhood surrounds this park perfectly with lots of young kids, but no good play area or walking path to easily get to it. Or perhaps some better play fields, or something to make it more usable. | 1024 El Rancho Boulevard, Pocatello, Idaho 83201 |
| I love the city creek trails!!! | City Creek Road, Pocatello, Idaho 83204 |
| If shade trees were added, it would increase the usability of this part of the green way during hot summer months | 2041 South Main Street, Pocatello, Idaho 83204 |
| Could we improve the stairway to heaven so pedestrians can walk to upper city creek without having to uses the road (which has a lot of blind spots) | 1059 City Creek Road, Pocatello, Idaho 83204 |
| Please don't cut down the trees or remove the play structure at this park! It's one of the few usable parks in the summer because of all of the great shade! | 902 South Grant Avenue, Pocatello, Idaho 83204 |
| The trees in this park are so beautiful! Please help them to continue to thrive! | 828 West Young Street, Pocatello, Idaho 83204 |
| The disc golf course has hurt the natural beauty of this park and has injured greenway users. Not only is it a hazard, but it encourages people to walk on important wetland habitat. In addition, it's not well maintained and has already become an eyesore. | 2250 North Arthur Avenue, Pocatello, Idaho 83204 |
| Creating some more pedestrian and bicyclist friendly crossings along Garrett Way between the neighborhoods to the north and the downtown district to the south, so as to allow pedestrians to commute while avoid high traffic intersections like this. | 262 Hoffman Avenue, Pocatello, Idaho 83201 |
| Somehow Connecting the Abrazeweski Trail to the Pacific Recycling trailhead along the Portneuf River. | Abraszewski Trail, Pocatello, Idaho 83204 |
| More people are walking along this road and sidewalks are desperately needed so pedestrian and vehicle safety, Mostly on the west side, adjacent to the residential neighborhoods | 3521 Pole Line Road, Pocatello, Idaho 83201 |
| Parking is absolutely horrendous here when large events are being held, ie: flag football. Add additional parking, there is already an empty lot that people park illegally at across the street that could be purchased for additional parking space. | Jerome Street, Pocatello, Idaho 83201 |
| The Trees that line the downtown district are a valuable asset but some are growing to the point of exceeding the metal cages that surround them, any plans to replace these would be of benefit to the local community | 159 South Main Street, Pocatello, Idaho 83204 |
| Quaint little park. Great place to wait for kids at the rec center. | 173 Wilson Avenue, Pocatello, Idaho 83201 |

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| A small walking bridge across the river, in the middle of Raymond Park, would connect the two sides of the park much better and would attract more people to the park. | 810 West Young Street, Pocatello, Idaho 83204 |
| Large indoor facility for walking/jogging and sports fields during colder months. Elderly use the mall but not for long. | 884 Northgate Drive, Pocatello, Idaho 83201 |
| Hoping they update the aquatic center one day, take note from Rexburg Rapids | 2901 S 2 Ave, Pocatello, Idaho 83204 |
| Love biking areas. Kids biking area would be great | City Creek Road, Pocatello, Idaho 83204 |
| Love E.F. I hope we can keep places like this one. Dog area is fun. Could use a bench and dog bags for poop. | 5500 Bannock Highway, Pocatello, Idaho 83204 |
| Love having a bike park at Wellness but would like to see this one improved and add more bike parks in our community. | 391 Arabian Avenue, Pocatello, Idaho 83201 |
| This is a large open area of City property that would be well suited for a dog park. | South Valley, Pocatello, Idaho 83204 |
| Great place to swim and enjoy the outdoors | Ross Park Aquatic Center, Pocatello, Idaho 83204 |
| Replace rocky beach with actual sand. | Olympus Drive, Pocatello, Idaho 83201 |
| It feels wasteful to have a greenway next to a channelized river and train tracks. Improve the river. Spend the money | 3920 South 2nd Avenue, Pocatello, Idaho 83204 |
| Pocatello would turn into a DESTINATION if our river was even 50% of what Boise has | 2766 Bannock Highway, Pocatello, Idaho 83204 |
| Water quality would improve by restoring natural river flow | 1554 South Grant Avenue, Pocatello, Idaho 83204 |
| The channel has ruined what could be a blue ribbon river. | 722 West Lewis Street, Pocatello, Idaho 83204 |
| The city should be running these courses. Missing out on revenue. The courses need minor updates to make them nice. | 2409 South Fairway Drive, Pocatello, Idaho 83201 |
| Golf popularity is exploding. Taking ownership back from ForeGolf could increase city revenue. | 3356 Lundburg Lane, Pocatello, Idaho 83204 |
| Start marketing our great trails surrounding this city. Maybe a bike manufacturer would want to call this biking Mecca home? | 902 South Grant Avenue, Pocatello, Idaho 83204 |
| Look to Salmon, ID as a great example of what can be done with a river in town. They did a great job. | 805 West Young Street, Pocatello, Idaho 83204 |
| Take the channel out. Make the river usable. It's such a great possibility for this town. Take as much of the channel as you can. | 810 West Young Street, Pocatello, Idaho 83204 |
| The type of landscaping around the new Pocatello sign is awesome and should be utilized around town. Now just maintain the darn thing. | 2100 East Center Street, Pocatello, Idaho 83201 |
| Convert the turn middle turn lane to a median with shrubs/grasses/trees. This is truly a barren, ugly part of town. | 540 Yellowstone Avenue, Pocatello, Idaho 83201 |
| Plant natural plants/trees/pines/aspen. Less grass that needs constant maintenance. | 198 Yellowstone Avenue, Pocatello, Idaho 83201 |
| It would be nice to see the beautification of city property. Less grass, more sustainable natural plants/grasses/rocks | Gould Street, Pocatello, Idaho 83201 |
| This new park made possible by private business donations is an awesome addition to downtown. Please maintain it. | 155 South Arthur Avenue, Pocatello, Idaho 83204 |
| Rerouting the river back to its normal flow path through the Riverside golf course would help with river quality and add new and exciting elements to the golf course. | 456 Brassie Circle, Pocatello, Idaho 83204 |
| Please start working on making this river swim able, and enjoyable. It could be such a draw for this community. | 625 South Garfield Avenue, Pocatello, Idaho 83204 |

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| Mountain bike trails | 3003 Lois Lane, Pocatello, Idaho 83201 |
| Mountain bike trails | 1444 Stoneridge Drive, Pocatello, Idaho 83201 |
| City Creek is a gem. Accessible and beautiful | City Creek Road, Pocatello, Idaho 83204 |
| Install dog poop bags and receptacle at the trail heads for lower Rollercoaster | 1987 Mariah Way, Pocatello, Idaho 83201 |
| Three years ago this was a beautiful grassy area with ducks and wild life. Now its full of dirt, weeds, and branches all over left from when the city had the trees all cut down. A mess and great welcome to Pocatello coming off I-15 | 1101 Pocatello Creek Road, Pocatello, Idaho 83201 |
| Great short hikes right in city limits. However, ORV riders damage the trails even though posted no ATV | American Road, Pocatello, Idaho 83204 |
| Remove the gravel from trail and never do that again! | 1445 City Creek Road, Pocatello, Idaho 83204 |
| More trail building support from the city is needed and the local BLM needs new leadership to better align with public interests | City Creek Road, Pocatello, Idaho 83204 |
| City creek has great trails but they are poorly maintained and need better trailhead amenities | 1531 City Creek Road, Pocatello, Idaho 83204 |
| Add drinking fountains and bathrooms to this parking lot or make centennial park more clearly a trailhead parking area with a push button pedestrian walking path across the street, more parking spaces, and better bathrooms. | 902 South Grant Avenue, Pocatello, Idaho 83204 |
| Plant a row of trees on the west side of NOP park to protect from wind! | 737 West Eldredge Road, Pocatello, Idaho 83201 |
| I think a Benton bike path is in the long term works, but I recommend a short term paint marking of a protected bike lane so someone doesn’t die before the permanent one is built! | 325 West Benton Street, Pocatello, Idaho 83204 |
| Keep some of the Greenway unpaved. | 2766 Bannock Highway, Pocatello, Idaho 83204 |
| Finish Greenway, using eminent domain all the way to Edison Fickter end | 2141 South Main Street, Pocatello, Idaho 83204 |
| Wherever there is a dog waste bag dispenser, place a bucket 200 yards up the trail so people can deposit the waste in the bucket rather than along the trail | 800 South Lincoln Avenue, Pocatello, Idaho 83204 |
| The disc golf course put 3 of 9 holes in historic Monarch breeding habitat after publicly promising they would avoid said habitat. Please move holes 5, 7, 8 to protect endangered Monarchs. | 2250 North Arthur Avenue, Pocatello, Idaho 83204 |
| Eliminate parking area expand trailhead parking further from City creek | Lower City Creek Trailhead, 577-1299 S Lincoln Ave, Pocatello, Idaho 83204 |
| More limitations on vehicle access for a greater part of the spring and fall. | City Creek Road, Pocatello, Idaho 83204 |
| I think there is plenty of space for additional amenities for this park. | Parkway Street, Pocatello, Idaho 83201 |
| I don't know how you'd pull this off, but in the spring, it's all but impossible to use the greenway through Sacajawa due to flooding. I'm sure this can be remedied by someone much smarter than myself. | 2250 North Arthur Avenue, Pocatello, Idaho 83204 |
| Centennial Park is my favorite in town! | Centennial Park, Pocatello, Idaho 83204 |
| At the end of the Edson Fichter greenway, when you hit the golf course, it's not clear that the trail continues on as it appears to in the map. This should be clearer and these two should connect. | 5688 Bannock Highway, Pocatello, Idaho 83204 |

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| Canals make perfect greenways and are a great way to use unutilized space. | 1041 Meadowbrook Lane, Pocatello, Idaho 83201 |
| This part of the greenway is just the sidewalk, which is not safe for cyclists or pedestrians. | 801-991 Barton Road, Pocatello, Idaho 83204 |
| This area is experiencing a lot of growth. There are a lot of young families moving into this area. It would be nice if improvements were made to the nearby Scardino Park, or if a new park was planned for this area. | 716 Rustic Rd, Pocatello, Idaho 83201 |
| This is the only park for the area besides the elementary school. The playground is old and too hard to access. The space has a lot of potential to benefit the area. | 926 El Rancho Boulevard, Pocatello, Idaho 83201 |
| Across the river here is a little cul-de-sac and open field perfect for a walking bridge. It would be awesome to have an access point between that neighborhood and Taysome park/Greenway. | 1721 Walkabout Road, Pocatello, Idaho 83204 |
| LOVE the river and Greenway access here and each point on the river. I've floated, paddled, and walked the Greenway many times alone and with my students. | Centennial Park, Centennial Park, Pocatello, Idaho 83204 |
| Having trail access so close to town is a true blessing. | 1635 City Creek Road, Pocatello, Idaho 83204 |
| Please consider taking away the concrete channel at Raymond Park. A clean, accessible river is always an asset to the community. This would be a social, cultural, environmental, and financial benefit to Pocatello. | 1222 North Grant Avenue, Pocatello, Idaho 83204 |
| I would like for the city to make this a priority to open up the river at memorial and take away the concrete channel. This would help immensely in improving the communities view of the river and be a boost to the area. | 802 West Fremont Street, Pocatello, Idaho 83204 |
| City creek is amazing! Need more investment in our trail system. Better trailheads, more trail maintenance, etc. | City Creek Road, Pocatello, Idaho 83204 |
| Clean up dead trees in river | 2250 North Arthur Avenue, Pocatello, Idaho 83204 |
| Why place Frisbee golfing in a common flood area and disrupt the native monarch butterflies that thrive here? | 500 Aspen Lane, Pocatello, Idaho 83204 |
| These trails and trail access are one of my favorite perks of living in this area. I run here several times a week | 2013 Sunrise Way, Pocatello, Idaho 83201 |
| Many dead/diseased trees on the courses. Dangerous to players. Frequent falling limbs. | 3900 Tech Farm Road, Pocatello, Idaho 83204 |
| A little maintenance is needed on Abrezewski/Simplot trail. Weeds coming through pavement. | 8650 Kraft Road, Pocatello, Idaho 83204 |
| Sacajawea park is important for both community recreation and a flood zone. Consider moving some of the paths out of the regular flood area to higher ground - where people create their own trails each spring. This may eliminate erosion. | 1220 North Gathe Drive, Pocatello, Idaho 83204 |
| Doggy park | 3385 Hawthorne Road, Pocatello, Idaho 83201 |
| Would love a little play area | 2800 North Main Street, Pocatello, Idaho 83204 |
| Water needs to be cleared of trash | 8650 Kraft Road, Pocatello, Idaho 83204 |
| Zip line for kids would be an awesome addition | 1433 West Quinn Road, Pocatello, Idaho 83202 |

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| Parent and me swing | 1433 West Quinn Road, Pocatello, Idaho 83202 |
| This park often floods in heavy rain events and during snow melt in the spring. The runoff from the park courses down El Rancho and into the Hiline canal. I I wonder if a retention pond/wetland area could be constructed here to control runoff and provide a habitat for pollinator-friendly plants like milkweed. | 962 El Rancho Boulevard, Pocatello, Idaho 83201 |
| Many trees in this park are in need of pruning, and it seems that there are no young trees growing here to replace those that will one day die or need cutting down. It would be nice to see some young trees started. | 962 El Rancho Boulevard, Pocatello, Idaho 83201 |
| I love the mature shade trees in this park! | 962 El Rancho Boulevard, Pocatello, Idaho 83201 |
| Sidewalks.. There are sporadic sections along this stretch of road specifically. Easier walkability, It seems that there continues to be more people walking along this road. | 3771 Hawthorne Road, Pocatello, Idaho 83201 |
| Grateful to have access to the track for walking during weekends and summer! | 2271 East Terry Street, Pocatello, Idaho 83201 |
| Let's love on the river more - what can we do to make the channel kinder / gentler to the river? | 539 North Johnson Avenue, Pocatello, Idaho 83204 |
| Light pollution from practice field lighting is a bummer. For any and all-night lighting for any facility anywhere in town, please put some effort into appropriate lighting design for the neighborhood. | 805 South 19th Avenue, Pocatello, Idaho 83201 |
| Love this new trail! Too bad the project only covered the pavement, and not the repair of the disturbed ground. Lots of weeds now. But still a little bit of good sagebrush and a great loop to walk! | Don E. McInturff, 1151 Hospital Way, Pocatello, Idaho 83201 |
| Sidewalks along Terry often are not cleared in winter, blocked by mailboxes (and cars on north) - this is key connection to trails/open space uphill from the factory. | 2302 East Terry Street, Pocatello, Idaho 83201 |
| Can't wait for the new levee reconstruct and new wetlands!!! | 900 South Arthur Avenue, Pocatello, Idaho 83204 |
| So grateful for ISU to provide multi-use of this area for the community! | Bartz Field, Bartz Dr, Pocatello, Idaho 83201 |
| Seems like only the trail is protected here. The appeal here is the amazing open sky and views - can the wider area be protected? Seems like the mining keeps chewing up more and more of the sage flats. | 3920 South 2nd Avenue, Pocatello, Idaho 83204 |
| Drainage is a problem at the parking lot. Need to move water further into park - this can help water the trees! | 4020 South 5th Avenue, Pocatello, Idaho 83204 |
| No sidewalks on S 5th!! If you open either end of park chain link fence, you could make a path along the entire park away from traffic. | South 5th Avenue, Pocatello, Idaho 83204 |
| Functionally, the hospital and farm bureau trails don't work because of the break where you have to detour up onto Hospital Way and E Clark. Need to continue / connect paths through back of hospital / Tuscano's and across E CLark. | Advantage Plus Federal Credit Union, 2133 E Center St, Pocatello, Idaho 83201 |
| Terry sidewalk ends at Alvin Ricken. Can the city connect sidewalk to BLM trailhead? | 2450 East Terry Street, Pocatello, Idaho 83201 |
| ISU open spaces (frisbee, xc course and adjacent open land) are heavily used but NOT PROTECTED FROM DEVELOPMENT. Is there a | 2350 East Terry Street, Pocatello, Idaho 83201 |

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| way to partner with them to formalize protection for these important rec areas? | |
| Red Hill (Bartz Wy to Barton Rd) is an iconic, heavily used but unofficial trail loop with private & ISU ownership. Both access and land are at risk of development conversion. PLEASE partner w/ ISU, Greenway & private to protect this beloved resource! | 845 Barton Road, Pocatello, Idaho 83204 |
| The parking lot where the old Albertsons used to be is a gigantic eyesore, and dangerous to travel though. Horribly maintained. Something must be done. | 925 Meadowbrook Lane, Pocatello, Idaho 83201 |
| Maybe working with public health to turn some of their grounds into a community park could also increase people's awareness and access to services they provide? | 1901 Alvin Ricken Drive, Pocatello, Idaho 83201 |
| A great park with lots of opportunity for growth. | Caldwell Park, Pocatello, Idaho 83201 |
| There's a great little area next to Trinity church that could be revitalized and utilized in cooperation with the church. | 210 North Arthur Avenue, Pocatello, Idaho 83204 |
| The Monarch is a huge downtown eyesore, and something needs to be done with it. Assisting owners with grants and other funding opportunities could help them restore and improve. | 244 West Center Street, Pocatello, Idaho 83201 |
| This old building had been vacant for a long time. The area could be turned into more greenery and natural plants instead of a lot of grass. The abandoned building is a real eyesore. | 560 South Arthur Avenue, Pocatello, Idaho 83204 |
| The library is a fantastic resource and should be invested in by making sure there's more community activities, engagements, and employees to offer help to the community. Right now they really seem understaffed and leaderless. | 113 South Garfield Avenue, Pocatello, Idaho 83204 |
| A great local park, but maintenance here is an issue, including restrooms and care for things like the horseshoe pits and the path in winter. | Alameda Park, 601-699 E Poplar St, Pocatello, Idaho 83201 |
| Bartz Field is a great community place to go with dogs, and I would also love to see the parking lot and road leading to it taken better care of, maybe even paved. | Bartz Field, Bartz Dr, Pocatello, Idaho 83201 |
| A bridge here going over the river connecting the most recently constructed path on the east side of the river to the older, existing path on the west side of the river. Creating an additional loop through the park | North Arthur Avenue, Pocatello, Idaho 83204 |
| I LOVE City Creek and our trails | City Creek Road, Pocatello, Idaho 83204 |
| Great Public Bike trails, if we could maintain this as an asset, it could only be beneficial | 1916 Satterfield Drive, Pocatello, Idaho 83201 |
| Continue trail along the river if possible while continuing to respect property owners along the River. | 2490 South Grant Avenue, Pocatello, Idaho 83204 |
| The median on North Main Street, Could be reverted to a more natural look and filled with native plants or something more attractive than asphalt. It would help promote a more welcoming entrance to downtown rather than the current dreary entrance | 2652 North Main Street, Pocatello, Idaho 83204 |
| It needs more trees around the perimeter of the park for shade and general enjoyment, Also, could serve as a barrier between the grass field and drivers in the winter who enjoy driving through the expanse of the open field. | 1532 Jade Drive, Pocatello, Idaho 83202 |
| This is a great park with many amenities like a great walking path, covered picnic area and children's playground | 1433 West Quinn Road, Pocatello, Idaho 83202 |

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| This was a nice trail to the foothills until a single land owner cut off access. Any way to work with him to allow access to the foothills? I know that most of the land is city owned. Any way to protect what is left from private ownership? | 1676 Gwen Drive, Pocatello, Idaho 83204 |
| Add trail here in back of Red Hill | Interstate 15, Pocatello, Idaho 83402 |
| Replace Bridge with a walking bridge to be able to get from AMI Trail to Edison Fitcher. | 432 Cheyenne Avenue, Pocatello, Idaho 83204 |
| Make parking lot here for access to the highway pond. | 8480 West Hildreth Drive, Pocatello, Idaho 83204 |
| Make trail go to Abrasweski trail, trim and maintain the trees, build a bridge across Pocatello creek. | 2800 North Main Street, Pocatello, Idaho 83204 |
| Return of Portneuf River to Blue Ribbon Condition | 8655 Kraft Road, Pocatello, Idaho 83204 |
| The Ross Park master plan was well done, I hope the results of that plan are incorporated into this plan. | 2700 South 2nd Avenue, Pocatello, Idaho 83204 |
| One of the best sled hills in town, please allow sledding to continue here. | 1585 Ammon Street, Pocatello, Idaho 83201 |
| The playground is an asset, but there are maintenance issues that distract from the park. | 725 East Pine Street, Pocatello, Idaho 83201 |
| Love the splash pad!! | 5138 Stuart Avenue, Chubbuck, Idaho 83202 |
| Love this spot - maybe more trees if that is an option | Portnuef Wellness Complex, Chubbuck, Idaho 83202 |
| Love this park! Took the kids fishing here - the best time! | Edson Fichter Trail & Nature Preserve, Pocatello, Idaho 83204 |
| So big and open! Love the tall trees | 810 West Young Street, Pocatello, Idaho 83204 |
| Its easy and walkable! The ducks are fun for my kids! | 500 Aspen Lane, Pocatello, Idaho 83204 |

# Appendix C – Detailed Site Assessment Findings

| Park | Condition/Inventory | Recommendations |
|---|---|---|
| Alameda Park | - Shelter is dated but in fair condition and has accessible connection to street (parking) and neighborhood.<br>- Playground dated but in fair condition. Gravel surfacing and older play structures should be removed to improve safety and accessibility. | - Replace asphalt walk with concrete, increase width<br>- Replace playground equipment and surfacing<br>- Add accessible walks to playground and some tables/benches |
| Ammon Park | - Large open space with topographic difference to adjacent houses – possible good location for louder facilities (basketball/pickleball)<br>- Dirt parking and road to upper parking area are in poor condition<br>- Winter use (sledding) | - Relocate playground and shelter when replacing to reduce distance and topography between amenities and access points.<br>- Grade parking lot, pave or add road base including accessible parking spaces. |
| Bonneville Park | - Accessible walk to playground, no marked accessible parking<br>- Playground located far public access<br>- Play equipment in fair condition<br>- Mix of tree species and ages | - Relocate playground nearer to public access point when replacing |
| Brady Park | - Cracking and heaving of internal walks.<br>- Good variety of tree species and ages. | - Grind heaving slabs or replace internal walks (increase width)<br>- Upgrade chain link fence around concrete monolith/foundation<br>- Complete connection of internal walk to sidewalk at south corner of park adjacent to Wyeth St |
| Bremmer Park | - All mature trees of same species<br>- No accessible parking or connection to neighborhood.<br>- Play equipment in fair condition. | - Room to plant succession trees.<br>- Create accessible connection to play area |

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| Caldwell Park | - Play area has accessible connection to street but not into play area.<br>- Mix of tree species and ages. | - Add accessible ramp into play area<br>- Repair/repaint worn furnishings |
| Centennial Park | - Play area has accessible curb cut<br>- Off street parking provided (Used for City Creek Trails access)<br>- Pedestrian Bridge to Rainey Field | - Restripe parking area<br>- Replace playground safety surfacing (EWF) |
| Constitution Park | - Accessible parking spaces are not accessible<br>- Off-street parking<br>- Mix of tree species and ages. | - Add curb cut at accessible parking spaces and walk connecting to play area.<br>- Repair/replace damaged furnishings |
| City Creek Trailhead, Upper | - Large open parking area providing access to City Creek Trail System | - Plans in progress to move and expand park area to south onto City property and add trailhead amenities including primitive campground |
| City Creek Trailhead, Lower | - Small parking area providing access to City Creek Trail System<br>- Used for direct hike/bike access to trails (users who hike/bike to trailhead) | - Secure ownership/access easement |
| Empire Park | - No safety surfacing for existing slide<br>- Mix of tree ages and species.<br>- Shelter in fair condition. | - Add safety surfacing or remove slide.<br>- Add accessible walk to connect shelter to street and neighborhood. |
| Freckleton Park | - Adjacent to Community Recreation Center, shares off-street parking<br>- Large number of mature trees.<br>- Adjacent to UPRR | - Add accessible parking spaces to north end of Community Recreation Center parking and add walks to connect to park amenities.<br>- Confirm fall zones are adequate for slide and swings and expand safety surfacing or replace structures as necessary. |
| Fremont Park | - Accessible walk to shelter and playground<br>- Mix of tree species and ages | - Add accessible ramp into play area and connect swings to walk. |

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| Halliwell Park | - Field used by City high schools and semi-pro team<br>- Dugouts and steps recently upgraded | - Replace pressbox/concessions structure |
| Hawthorne Park | - Playground and fields used by adjacent Wilcox Elementary School<br>- Backstops and bleachers in fair condition.<br>- Large off-street parking area located in southern park of park | - Add accessible seat areas at fields connected to parking and street.<br>- Improve crossing of W Eldridge Rd connecting to Halliwell Park<br>- |
| Memorial Park | - Variety of mature trees, limited space for new planting. | - Add accessible walk connection to swings and table(s). |
| N.O.P. Park | - Fields and facilities in good condition.<br>- 2 U12 baseball, 2 U15 baseball, and 4 adult softball fields. 2 softball fields lit.<br>- Concession stand at softball complex | - Delineate parking spaces<br>- Improve accessible parking<br>- Add restroom at baseball fourplex<br>- Add lights to softball fields (2) and baseball fields (4) |
| O.K. Ward | - Accessible connection to shelter, playground, and new splash pad (2024) from off-street parking.<br>- Playground resurfaced (poured-in-place) in 2024 | - Extend accessible walk at softball complex to concession stand and backstop viewing areas. |
| Optimist Park/ Tydeman Park | - Fields and amenities in good condition.<br>- Good mix of tree species and ages. | - Extend accessible walks to backstop viewing areas.<br>- Designate accessible parking near backstops. |
| Pioneer Park | - Collection of regional rocks with interpretive signage | - Grind heaving slabs or replace internal walks |
| Pre-History Park | - Greenway access<br>- River Overlook<br>- Pedestrian Bridge<br>- Historic/interpretive materials | - |
| Rainey Field | - Pedestrian Bridge to Centennial Park<br>- River access, last float take out before channelized section<br>- Greenway access | - Improve river access. Stabilize surface, reduce slope, increase width.<br>- Refinish bleachers |
| Raymond Park | - Accessible Parking space has curb cut and connection to playground and shelter<br>- Playground condition fair | - Add accessible connections to individual picnic tables<br>- Add accessible ramp into play area |

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| Ross Park, Upper | - Shelter adjacent to parking. Accessible parking is designated but appears to exceed accessible slopes.<br>- Dated playground structures<br>- Disc Golf Course | - Replace playground, provide connection to accessible parking.<br>- Designate accessible park spaces near walk to restroom |
| Ross Park, Lower | - Playground in good condition.<br>- New pickleball courts<br>- Bandshell | - Replace carousel shelter roof.<br>- Add accessible ramp to playground.<br>- Add accessible walks to individual picnic tables. |
| Sacajawea Park | - Greenway access<br>- Frequent flooding<br>- Disc golf course<br>- Vegetation naturalized | - Designate accessible spaces in paved parking area near opening in fence. |
| Scardino Park | - Slides and climbing structure with no safety surfacing<br>- Small shelter in poor condition.<br>- Shelter and play equipment are located far into the park with access limited by private property. | - Shelter condition poor enough to warrant removal before a replacement is available.<br>- Relocate play area and structure closer to west end of park.<br>- Connect shelter and play area to street and neighborhood with accessible walk. |
| Simplot Square | - Interpretive/historical materials. | - Repair heaving/differential setting in paver areas. |
| Sister City Park | - Topography offers isolation and views out of park<br>- Larger percentage of naturalized vegetation than most parks (on steep slopes)<br>- Disc golf course<br>- Playground separated from parking area by topography and distance but can also accessed from adjacent neighborhood to west. | - Provide accessible walk to playground from parking area.<br>- Control or improve access on steep slopes in disc golf area to control erosion.<br>- Increase height of railing around parking lot |
| Taysom Rotary Park | - Newer shelter, possible standard model/style for other parks.<br>- Greenway access | - Add accessible walks to individual picnic tables |

| | | |
|---|---|---|
| Westello Park | - Accessible walk connects street to play area and picnic table.<br>- Play equipment in poor condition. | - Replace play equipment.<br>- Add accessible ramp into play area.<br>- Extend walk around playground to Highland Blvd connect to swings and shelter. |

# Appendix D: Recommended Code Language

## RECOMMENDED LANGUAGE

**17.05.640 Public Parks, Open Space, and Trails Dedication**

**A. Dedication** of land for public parks, trails, and open space shall be required in the amount of ___ percent (__%) of the gross acreage of the subdivision development property for use as open space, public trails, neighborhood or community parks that can include sport fields, playgrounds, picnic areas, or passive recreation features, etc.

B. **Design Standards**. All land dedicated to the City for public parks, trails, or open space shall meet the following requirements:

1. Land dedicated for use as a recreational park shall be no smaller than ____(__) acres in size, accessible to the public from a public or private street and follow design standards as defined in the most current PROST Plan.

2. Land dedicated for trails shall connect the proposed subdivision to the adjacent properties or greenway or area trails and follow design standards as defined in the most current PROST Plan.

3. Land dedicated for open space shall serve a functional purpose such as buffering for drainages, wildlife connectivity, native vegetation, passive recreation (soft surface trails), or other similar uses. Co-location with stormwater management may be considered.

C. A fee in lieu of the parks, trails, and open space dedication shall be paid by all subdivision developments that do not dedicate land in accordance with this Section.

1. The required fees shall be per the adopted City fee schedule based upon one or more studies commissioned and approved by the City Council.

2. Revenues from such fees shall be used only to acquire park or open space land or construct park, recreation, or open space related capital improvements that are necessary to serve the community.

**Development Review Procedure**

***Application Procedures:***

1. General: All applications for development requiring dedication of land for parks, open space, or trail uses shall be subject to review by the site plan review committee and the parks department.
2. Submittal Requirements: In addition to the submittal requirements for the proposed use as established elsewhere in this title and this code, the applicant shall supply the following information:
   a. A plan showing:
      i. The area of the proposed park, open space, or trail;
      ii. The location and description of the proposed park, open space, or trail use;
      iii. The proposed area's connections to the rest of the City's park, open space, or trail system;
   b. Explanations, drawings, or photo simulations of the proposed park, open space, or trail

c. Any additional information deemed necessary by the site plan review committee and Parks and Recreation Director.

**Review Criteria:**

Submitted plans shall address the following criteria:

1. Public access to the park, open space, or trail.
2. Physical accessibility of facilities.
3. Transportation connections for pedestrians and bicycles.
4. Parking capacity consistent with park features and neighborhood accessibility.
5. How the park, open space, or trail aligns with the design standards as established by the 2025 Parks, Recreation, Open Space, and Trails Plan.
6. How the park, open space, or trail contributes to a Level of Service standard for residents served, as established by the 2025 Parks, Recreation, Open Space, and Trails Plan.
7. Protection of floodways, floodplains, and wetlands in their natural state to maintain their natural, physical, and biological functions.
8. Compatibility of any public recreational use or facility with established uses on adjoining property.

Compatibility of any new or modified development with existing uses on the site and in the surrounding area.

**AGENDA ITEM NO. _#8____**

TO: Mayor Blad
City Council

FROM: Christine Howe, Grants Manager - Planning & Development Services Department
Cary Rhodes, Outdoor Recreation Manager – Parks & Recreation

DATE: Meeting of May 1, 2025

RE: International Mountain Bike Association Accelerator Trail Grant Application for City Creek Trail System

The Parks and Recreation Department in conjunction with the Planning and Development Services Department is requesting approval of a grant application for International Mountain Bike Association Accelerator Trail Grant Application for City Creek Trail System. The IMBA grant application would provide necessary funding to complete a mountain bike trail plan for the City Creek Management Area.

The IMBA grant would provide funding to complete a plan to identify opportunities and constraints of existing trail network, make the best use of the land, and clearly defining the scope of the trail system use. The plan will also include concept plans and maps that lay out the desired experiences and outcomes, as well as generalized trail corridors and/or bike-optimized facility concepts. Design documents and standards will also be included to ensure future trail system use and maintenance is identified.

The total proposed project cost is $60,000. The grant requires a 1:1 match totaling $30,000. The IMBA grant would provide a total of $30,000 in funding for the project. Council may wish to approve the grant application and match to be funded by the City general fund reserves.

If you have questions or would like more information about the IMBA grant application, please do not hesitate to contact me at chowe@pocatello.gov or 208-234-6186 or Cary Rhodes at crhodes@pocatello.gov or 208-234-6237.

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 4, 2025

RE: IMBA Grant Application

I have reviewed the grant application for the IMBA Trail Accelerator Grant Program. I have no legal concerns with the Council approving the grant application and authorizing the Mayor to sign the grant application.

Please let me know if you have any questions or concerns.

IMBA Required Self Assessment

## Rhodes, Cary

**From:** Marty Caivano <triggers@surveys.wvu.edu>
**Sent:** Tuesday, March 18, 2025 9:54 AM
**To:** Rhodes, Cary
**Subject:** IMBA Trail Friendly Community Self-Assessment

Thank you for completing the IMBA Trail Friendly Community Self-Assessment. Your response report and score are included in this email along with recommended next steps.

Please contact Marty Cavaino at marty.cavaino@imba.com if you have any additional questions or need additional assistance.

Total Score: 180/360

Accesss: 15/40
Trails and Infrastructure: 40/80
Community Engagement: 15/40
Assessment: 10/20
Funding: 15/40
Trail Planning: 20/50
Stewardship: 55/70
Community Vision: 10/20

Scoring Response:

Remember, any score is useful, since demonstrating your needs and gaps to local stakeholders can help pave the way for progress. You can use this survey result to work with others to identify priorities and next steps within your community. At any point in your progress, explore our Resource Hub, where there are many options to help you progress.

**If you scored 119 or below:**
Welcome! You're embarking on the journey to being a Trail Friendly Community. There are lots of ways to accelerate your progress:

- IMBA Resources and Programs:
    - Attend an IMBA Foundations workshop with your community's key land managers, decision makers, recreation and tourism professionals, and leaders.These in-depth workshops help to catalyze the next generation of great places to live and ride.
    - You can support trail proposals and refine your talking points by understanding the broad community benefits of trail systems and amenities, such as economic and public health impacts. You can find several economic impact studies in our Resource Hub.
    - Read through our blogs to see case studies of how other communities leveraged their trail assets (volunteers, lands, momentum) to benefit their residents.
    - Read the free e-book Mountain Bike Trail Development Guidelines to help you move through all the steps in the process.
- Other Next Steps:

- If you haven't already, form a working group of diverse individuals willing to focus on trail development. The ideas, knowledge and effort of the group will always surpass what an individual can do by themselves.
- With this group, create a comprehensive vision of what you want. Document that vision with compelling descriptions and images that show why the broader community should embrace your idea. Using this thoughtful plan, you can approach land managers, funders and other officials for support.

**If you scored between 120-239:**
Nice work! You're well on your way. There's more to do, but you have plenty of help for any hurdles along the way:

- IMBA Resources and Programs:
  - Dive into our programs and workshops to find the assistance you need, whether it's volunteer maintenance training, advocacy support, coaching for land management professionals, or support for your local trail organization.
  - Contact our Trail Solutions team for professional trail planning, design and construction.
  - Don't see what you need? Contact us!

**If you scored 240 or above:**

Great job! Your team has done valuable work to improve your trail amenities. Your residents are lucky to live in a place that prioritizes the benefits that trails provide. We invite you to work with us on any gaps that may remain in your score, and if you need help with your next trail project, don't hesitate to reach out! We are always here to support your work.

- And if you need help with your next trail project, don't hesitate to reach out! We are always here to support your work.

Download as PDF

| | |
|---|---|
| ***URL to view Results*** | [Click Here] |

# Response Summary:

Welcome to IMBA's Trail Friendly Community self-assessment tool! This survey is designed to help your community gauge its performance in eight different categories related to natural surface trail development.

The self-assessment is organized according to the categories displayed in the table of contents on the following page. You can use the table of contents to go directly to a certain section and navigate among the sections while you are completing the assessment. You can access the table of contents at any time by clicking on the three lines at the top of each question.

Welcome to IMBA's Trail Friendly Community self-assessment tool! This survey is designed to help your community gauge its performance in eight different categories related to natural surface trail development. Understanding where you have gaps in the process can help you identify how to improve, which will inform how you approach your officials, stakeholders and funders. At the end of the survey, you'll see how your community scores against the criteria, along with recommendations for future steps.

Categories include:

- Access
- Existing Trails and Infrastructure
- Community Engagement
- Assessment
- Funding
- Trail Planning
- Stewardship
- Community Vision

Please answer each question as accurately as possible. If in doubt, select the answer that reflects the majority of your trails or the most common scenario in your community. You must answer each question in order to receive a score and recommendations. This is a free initial assessment of your community and thus recommendations will be limited. If you have any questions about the assessment, please read our Community Guide or email Marty Caivano, IMBA's Community Engagement Coordinator at marty.caivano@imba.com

Definitions for the purpose of this assessment:

Community: A particular locale, including its landscape, infrastructure and residents, that contains residential areas, services and shopping, and trail-based recreation. This could be a single town, a suburb of a larger city, or a rural area. It may include lands owned by a variety of entities, including city, county, state or federal agencies, etc. For the questions in this assessment, the area of interest will be further defined by a 30-minute driving radius around a central location that is a focal point for that community — its downtown, commercial center, park, gathering place or city hall. The driving radius can include trail systems where the trailhead can be reached in 30 minutes, even if the trails themselves are outside that circle.

Bike-optimized trails: Trails with features that are developed specifically to enhance the mountain biking experience, such as bermed turns, shaped rollers or jumps. They can be located on shared-use, single-use, or preferred-use trails. Bike optimized trails are not necessarily "bike-only" trails.

Traditional singletrack: Trails designed and built primarily for multiple user groups, without specific features meant to enhance the mountain biking experience.

**Contact Information**

**Q3. First and Last Name**
Cary Rhodes

**Q4. Email Address**
cary.rhodes@pocatello.gov

**Q5. Email Opt-in: *Would you like to learn more about trail development, fundraising, educational opportunities and more by signing up for our email newsletter?* This is for our internal use only, we will not share your personal information.**

- Yes, sign me up

**Q6. Phone Number**
2087055764

**Q7. City**
Pocatello

**Q8. State**
ID

**Q9. Zip Code**
83201

**Q10. What is your role in the community?**

- Land manager

**Q11. How did you learn about IMBA's Trail Friendly Community self-assessment?**

- IMBA email

**Q12. What is the population of your community?**

- Below 75,000

**Access**

Nearly all trail efforts begin with collaboration and outreach, specifically around acquiring official access to public lands.

Securing land manager permission to ride existing trails or develop new ones is the critical first step in the process. Although unofficial trails or "handshake permission" trails on privately owned land can feel like an easy solution, these trails have no protection when circumstances change. Land managers/owners can revoke access at any time or destroy trails that they no longer want on their property. For long-term benefit for the whole community, trails need to be developed with permission on lands that provide formal access.

**Q14. Access #1. Is there official permission for the use of mountain bikes on singletrack natural surface trails located on at least one of your community's public lands? And if not, is work being done to secure official access?** ***Do not include lands where MTB access is limited to dirt roads, gravel paths or paved trails. Do not include trails on private property that are not officially open to the public.***

- Yes, public trails are officially open to mountain bikes.

**Q15. Access #2. Does your community have a trails group advocating for MTB trail access and development?** ***This could be an IMBA chapter, other MTB organization, a multi-user trails group, "Friends of" group, etc. Ideally this organization is a nonprofit/501(c)3 with officers, board of directors and regular meetings.***

- There is no group, or they are just forming, or they are not effective at trail advocacy

**Q16. Access #3. Does an Memorandum Of Understanding, contract, or written volunteer agreement exist between local land managers/owners and your local trail group?** ***These agreements spell out the relationship and responsibilities between the two entities. You can find a sample MOU at the bottom of this webpage.***

- We have agreements with some land managers but not all

**Q17. Access #4. Riding to the ride is a popular concept in trail communities. Are the trails in your pedal radius accessible by bike from points in town, using cycling-specific infrastructure like protected bike lanes, paved greenway paths, or natural surface trail connections?**

- No, a car is needed to access, or all rideable connections are on unprotected road routes.

Recommendations:

- If you are struggling with access for mountain bikes in your community, IMBA can help guide you through this process. Please reach out to Marty Caivano, IMBA's Community Engagement Coordinator. If you have a specific advocacy need, use our Action Cultivator Tool to request assistance.
- If you're looking to form a non-profit trails group, IMBA can help you. Groups can be formally affiliated with IMBAand receive ongoing support, but that status is not required to participate in or benefit from this self-assessment.
- If you'd like to increase the effectiveness of your organization, contact Anthony Duncan, IMBA's Director of Local Programs for guidance.
- If you need help with MOUs, visit this webpage for resources or contact IMBA.
- Residents and visitors alike highly value being able to ride to trails using paved greenways, protected bike lanes or other bike-focused transportation amenities. If you'd like to see more of these in your town, contact your city's transportation department, or there may be an organization already advocating for safe streets and greenways. People for Bikes is an excellent resource for this work, and you can also use the Bicycle Friendly America assessment/designation tools to guide your efforts.

## Existing Trails and Infrastructure

All trails are valuable to a community, but this assessment focuses on natural surface, singletrack trails open to mountain biking. Ideally, a desirable trail community has a variety of trail experiences, which include traditional singletrack as well as trails optimized for bikes, plus options for each skill level from beginner to advanced. Additional facilities like bike parks, pump tracks and skills areas are worthwhile additions to your infrastructure, to provide skill development and a powerful attractor for youth.

**Q20. Trails and Infrastructure #1. How many total miles of singletrack officially open to bikes exist within a 30-minute driving radius around your community center?**

- more than 25 miles

**Q21. Trails and Infrastructure #2. How many total miles of singletrack officially open to bikes exist within a 30-minute pedaling radius around your community center?**

- more than 10 miles

**Q22. Trails and Infrastructure #3. An ideal trail community has a variety of trails for riders of different skill levels. A useful ratio would be 20% beginner-rated, 60% intermediate-rated, and 20% advanced/expert-rated, since this represents a typical ridership's ability levels. Of the trail mileage you listed above, how close are you to this ratio?**

- We are off a bit — we have some variety, but most of it skews toward too much beginner trail or too much advanced trail

**Q23. Trails and Infrastructure #4. Does your community have a bike park, skills area or asphalt pump track?**

- Yes

**Q24. Trails and Infrastructure #5. Are any of the trails within a 30-minute driving radius around your community center designated bike-only?**

- No

**Q25. Trails and Infrastructure #6. Are any of the trails within a 30-minute driving radius around your community center directional (downhill-only, uphill-only, alternating directions)?**

- No

**Q26. Trails and Infrastructure #7. Do the major trailheads within your 30-minute drive radius include basic amenities like ample parking, signage and restrooms?**

- None or very few trailheads have these amenities

**Q27. Trails and Infrastructure #8. Do the majority of your trail systems have consistent signage throughout, providing clear wayfinding both at the trailhead and at relevant intersections?**

- Less than a majority of our trail systems are signed, and/or signage is generally inconsistent/unclear

Recommendations:

- A trail friendly community should aim for at least two significant trail systems (each comprising 7-10 miles of trail) within a 30-minute drive of the city center, so that residents have something worthwhile they can access without an unreasonable time commitment. Even better, an ideal community would include trails within a 15-minute pedal, so that people can ride during a lunch break, after work, or enjoy a quick outing with their kids. Well-planned trail systems will include at least one experience for each skill level, so that everyone has something to enjoy.
- A trail friendly community should provide at least one skill-focused amenity, which could include an asphalt pump track, a skills area or a municipal bike park. These elements allow riders of all abilities to develop their skills in an environment that's designed to provide progression.
- To make the experience more positive and welcoming for all, established parking should exist for the trails, plus signage and at least a minimum of trailhead amenities.
- Learn about trail development in person at our Trail Lab Foundations workshops.
- An extremely helpful resource for every step of the process is IMBA's Mountain Bike Trail Development Guidelines

**Community Engagement**

Like everything else taking place on public lands, trail development should be a community-wide process. Although the effort may begin with a group of advocates, it should eventually involve entities across the community, including businesses, government officials, and many others that stand to be involved or benefit from trail development. This broad involvement takes time and effort, but is well worth it over the long haul, leading to easier approvals, funding and general support.

**Q30. Community Engagement #1. Do your community's officials support the planning, development and maintenance of trails?**

- Some support and engagement, but erratic/unreliable

**Q31. Community Engagement #2. Does your community's economic development department, tourism unit, or another public entity support the planning, development and maintenance of trails.**

- Some support and engagement, but erratic/unreliable

**Q32. Community Engagement #3. Does your community have an active multi-stakeholder advisory group including county or municipal representatives for outdoor recreation development?**

- Some support and engagement, but erratic/unreliable

**Q33. Community Engagement #4. Does your community have a paid staff position whose primary focus is trails?** ***This person would likely be employed by a land manager (i.e., city/county/federal agency) or by a trails group.***

- No

Recommendations:

Community involvement at this level is usually a result of ongoing work done to demonstrate the value that trails bring to the community. These benefits go beyond just recreation for a few user groups. They include:

- Economic impact
- Improving public health, both physical and mental
- Getting youth outdoors
- Resident attraction and retention
- Workforce/employee attraction and retention
- Resident quality of life
- Increase in nearby property values for homeowners
- Land protection
- Community pride and connection
- Trails are cheaper to build and maintain than many other public amenities, and appeal to a broad variety of users

The outcomes listed in the questions above usually occur once various entities are clear on why their community benefits from trails, and they want to work together on further development. If you need help communicating these benefits, using trail-specific data, reach out to Marty Caivano for assistance.

**Assessment**

Analyzing the use of your trails is an important step in understanding their impact and validating their construction, as well as showing the need for future development. These numbers can be useful for fundraising as well. Tracking ongoing maintenance needs and user feedback allows land agencies to adjust their management approach as needed.

**Q36. Assessment #1. Does your community have mechanisms or systems in place to assess and publicly report user/rider volumes, activities, and trends?** ***For example, this could include trail counters, user intercept surveys, online surveys, etc. These could be implemented by your land manager(s), your trail group, or a combination of both.***

- A system is in development (please explain):

  reporting tool linked to gis, seldom used now

**Q37. Assessment #2. Does your community have a mechanism established for users to communicate feedback and report trail maintenance needs?** ***Possible methods vary, and may include options such as: 1. Trail users report issues within Facebook riding/hiking groups or TrailForks ride logs, hoping the information makes it to land managers. 2. Trail groups collect information and convey it to the land manager. 3. Land managers maintain an official website form, hotline or other portal for ongoing feedback.***

- Rely on word of mouth or methods such as unofficial Facebook groups

Recommendations:

- Collecting trail use data and trends is an ideal way to validate the impact of your trails. In addition, this data can also justify other needs, such as: for additional trails to be built, for maintenance plans and funding, for adjustments to user management, and so on. IMBA maintains a grant for trail counters, or they can be purchased directly from Eco-Counter.
- If counters aren't feasible, land manager staff or volunteers can estimate user data by physically counting users or administering community surveys.
- Open communication between users and land managers about trail maintenance and management is part of a healthy trails community. This process varies based on how the land manager wishes to receive this information, but having an established mechanism is preferred over random communication that will be lost with turnover in land management staff. Here is an example where the trails group collects feedback and passes it on.

**Funding**

Although trails are often less expensive than other recreation amenities, and volunteers may play a vital role in their development, funding is still a critical need for high-quality trails that will last. There are far more funding sources and strategies than can be explained here, but once a community has fully embraced the benefits of trails, support can be more easily found and established across the entities involved.

**Q40. Funding #1. There is a local fund, campaign, or organization that allows donations to support MTB, outdoor recreation and/or trails**

- Yes, minimal funding

**Q41. Funding #2. The community uses public funds for trail planning, development and/or maintenance.**

- Yes, minimal funding

**Q42. Funding #3. Our community or local organization has applied for and made use of grants for trail development.**

- Yes, minimal funding

**Q43. Funding #4. Our community has designated a portion of tax to outdoor recreation.**

- No

Recommendations:

Similar to the community engagement recommendations above, some of these funding streams become possible when officials, land managers and user groups share a clear vision of what trails bring to their community. In some places, this process begins with a trails group, guiding the way by providing information and seeking grants to support trail development. In others, land managers want to provide trail amenities, and then seek to gain support from the wider

community. Having any of these pieces in place is a step in the right direction toward predictable funding of trail development and maintenance.

**Trail Planning**

Like a blueprint for a house, trail planning sets the foundation for all the following steps in trail development. Without planning, trails may be haphazardly placed on the landscape with little thought to the opportunities or constraints of the land, often resulting in mistakes that may be expensive to correct.

Planning usually begins at the city/county/forest level in comprehensive efforts, then will move into parcel- or park-specific planning. Within that task, a professionally developed trail plan is needed to identify where the desired experiences can be constructed. It's critical for mountain bike advocates to participate in these planning efforts, so that trails with bike access are part of the process from the outset. After planning is complete, site specific design and construction follows close behind. Once trails are in place, maintenance plans ensure that trails remain safe and fun to use.

**Q46. Trail Planning #1. Has a person or organization that works on trail recreation participated in your city/county/state/forest comprehensive planning exercises and documents? How effective are they at getting recreation priorities included in these plans?**

- They are participating, and trail recreation is included in these plans

**Q47. Trail Planning #2. Your current or most recent trail development effort (trails, bike park, etc) included a trail-specific planning process. Examples include: Trail system concept plan, bike park schematic design**

- Yes, but this was done informally or piecemeal.

**Q48. Trail Planning #3. Do you have a trail or MTB group that participates in local open space planning efforts? If so, are they consistently at the table during these exercises, and are they effective at advocating for trails and MTB access?**

- Not participating

**Q49. Trail Planning #4. Are the trails within your 30-minute drive radius regularly maintained?**

- The trails are unreliably maintained, or only maintained in a reactionary manner after weather events

**Q50. Trail Planning #5. Do written maintenance plans exist for the majority of trails within your 30-minute drive radius? These plans ensure that the trails see regular, organized maintenance. In some cases, the plans may sit within the land manager's responsibilities, or in others, be part of a trail organization's agreed-upon duties.**

- No plans exist

Recommendations:

- Planning and design are very important steps along the process of developing high quality trail experiences. Visioning and planning sets a framework that phases of design and construction are based upon. Trail plans serve many purposes; informing the public, guiding land manager approvals, identifying permitting requirements, outlining priorities, and justifying fundraising efforts. IMBA's Trail Accelerator Grant program has shown how planning and design engages land managers and unlocks funding for construction.
- Very high level planning is also important for your trail organization to be involved in. Your state's SCORP is where outdoor recreation priorities are identified, and federal funding for such projects is also tied to these plans. If mountain bike advocates aren't participating in the SCORP process, there will be no voice for their desires.
- Trail maintenance will be an ongoing concern for any trail system, so creating plans and/or systems to address this need is preferred over a haphazard, reactionary approach to keeping trails safe and fun to ride. Methods to do this can include:
    - Local trail organizations create a structured system for checking and maintaining the trails. They may have paid staff to do this, or use volunteers following a maintenance schedule. Some groups assign volunteers to specific parks or trail systems to keep a frequent eye on conditions. Preferably, these responsibilities are written into the Memorandum of Understanding between the organization and the land manager.
    - Alternatively, land managers may adhere to a documented maintenance plan, especially in the case of municipal bike parks. An example: Big Marsh Bike Park O&M Plan. If the land manager plans to include maintenance in an annual budget, having a plan tied to those funds is a likely outcome.

**Stewardship:**

As a part of the natural landscape, even sustainably built trails require regular maintenance. It's common for volunteers to be involved in this work, since the quality of the trail experience is important to them. Established trailwork events provide consistent care of the trails as well as establish a reliable volunteer base. Meanwhile, group rides, clinics and social events enhance the fun factor and help bring new riders into the sport.

**Q53. Stewardship #1. Does your community have at least one organization that leads volunteer maintenance efforts?**

- Yes, high priority and high participation

**Q54. Stewardship #2. Does your community have paid staff doing inspections and maintenance (could be staff through the land manager or trail group).**

- Yes, low priority and low participation

**Q55. Stewardship #3. Does your community have organized group rides, clinics, and/or social events to bring the community together around trails and stewardship?**

- Yes, low priority and low participation

**Q56. Stewardship #4. Does your community have programming at local schools focused on mountain biking and/or trail stewardship, or is your community otherwise focused on getting youth on bikes/outdoors?**

- Yes, high priority and high participation

**Q57. Stewardship #5. Are trail closures, conditions, and maintenance events regularly communicated to the public?**

- Yes, but only within the specific audience of our trails group, or through trail apps like TrailForks, etc.

**Q58. Stewardship #6. Does your community have a bike shop(s)?**

- Yes, a standalone bike shop(s)

**Q59. Stewardship #7. Are accurate maps of the trails in your 30-minute drive radius made publicly available? This could include maps on websites or trail apps, paper maps, etc.**

- All of our trails are completely and accurately mapped, and are publicly accessible

Recommendations:

- Regular maintenance is critical to successful trail systems. Many communities rely on volunteers for this work, or use a blend of land manager staff/volunteer maintenance. If your trails aren't being maintained, and participation data tracked, this is an important step to work on. IMBA can provide resources and training to equip people for these tasks.
- Ridership thrives when there are group events to engage people. Usually these take place through an organized trail group, but bike shops may also play a role in hosting group rides and maintenance clinics. Youth programming is vital for kids' physical and mental health. IMBA can connect you to existing youth programs for all ages that you can integrate into your schools.
- In many climates, trails can be damaged by users during inclement weather. To avoid damage and the hours of maintenance required to repair it, it's important to educate users about the issue. It's most effective when the land manager physically closes trails during this time, and communicates the closure or conditions broadly through their public channels. For example, in Boulder County, Colorado, users can sign up for text alerts when trails close and reopen. Users can also find information through social media and website updates, as well as submit trail conditions information as they experience it.
- Similarly, when maintenance events are communicated widely throughout the community, new volunteers can be found to support the core group of regular contributors.
- If your community experiences user conflict on trails, your stewardship organization can play a role in assisting and educating all user groups. Explore the Trails are Common Ground initiative website for resources and ideas.

Community Vision

In places like Fruita, CO, Knoxville, TN and Bentonville, AR, multiple sectors of the community work together on a collective vision for what trails and bike amenities can bring to their residents and visitors. This vision shapes collaborative efforts in fundraising, trail development and stewardship in order to meet shared goals throughout the community. Reaching this level is a sign that your locale has truly embraced an ethos that recognizes the value of trails in regards to quality of life, physical and mental health, economic impact, land protection, and community pride/connection.

**Q84. Community Vision #1. Does your community have a "trail champion?" This person demonstrates the ability to consistently rally others around the vision for trail development. These people show leadership, charisma, momentum, and ability to create change.**

- We have a person who embodies some of these qualities, but they're still learning how to be effective

**Q85. Community Vision #2. Is there a broad community vision for trail development, where a variety of sectors (government, business, tourism, residents) recognize the benefits of trails?**

- We're getting there, but some sectors of our community aren't on board yet

Recommendations:

As you begin having success in trail development, think of ways that other sectors of your community can benefit or be inspired to support trails. Devise ways for this group of people/organizations to meet periodically in order to discuss shared strategies and goals. The power of this pool of ideas, perspectives and expertise can make your community into something special, leveraging all of its unique strengths into something that everyone can take pride in. For example, in Fruita, CO, multiple stakeholders including the Bureau of Land Management, the city, the mountain bike organization and key local businesses meet on a regular basis to discuss opportunities and issues, make plans and support each other.

# Scoring

- Score: 180
- Access: 15
- Trails and Infrastructure: 40
- Community Engagement: 15
- Assessment: 10
- Funding: 15
- Trail Planning: 20
- Stewardship: 55
- Community Vision: 10

# IMBA Application

## I have completed the Trail Friendly Community Self-Assessment – Yes

Demographic info – complete in app

**Project Background and Details**

1. **Project Title:** Pocatello Trails Plan
2. **Project Location / Name of Parcel. Please attach a GoogleEarth .kmz file that delineates your project area(s). We gain a much better understanding of your site if you include all the information you can. We'd like to see property boundaries, existing trails, parking, buildings, water bodies and streams, areas of cultural significance, ecological concerns, etc.:** Created, will upload
3. **Google Earth File –** upload KMZ file
4. **Size of land parcel:** 500+
5. **Total project area acreage:** 500+
6. **Who owns the land?** City/BLM/USFS
7. **Type of grant outcome?** Design document

**Describe the area where you wish to see trails and/or bike park facilities planned. Include details about topography, vegetation types, resource concerns; proximity to local and regional population centers; proximity to local schools; proximity to campgrounds, parking lots, day-use areas, and other recreation infrastructure:** The City Creek Management Area, encompassing 8,855 acres, is a well-loved community asset that is in need of trail evaluation and planning. Approximately 3,000 acres are owned by the City of Pocatello, with the remaining land managed by the Bureau of Land Management (BLM) and the U.S. Forest Service (Forest Service). The lower trailhead is conveniently located just half a mile from downtown Pocatello, easily accessible via quiet streets and bike paths. This trailhead is adjacent to the Centennial and Rainey Parks which connect to the Pocatello Community Charter School and provide a direct access point to the tail system.

The trail network is primarily non-motorized and multi-use, though a few trails allow motorized access. Mountain bikers are the predominant users, but the main City Creek trail is especially popular with hikers, walkers, and dog owners. Currently, there are about 40 miles of trails, with many additional unsanctioned, rogue routes throughout. All trails, except for the one mile Meadowlark trail, which was built last year, were mainly user-developed.

While the trail system is extensive, it has faced years of deferred maintenance and is plagued by significant erosion, particularly in areas with loess— a highly erosive volcanic soil. Many trails suffer from severe trenching due to this soil type and the fall line design of the routes. Vegetation throughout the trail system includes grasslands and shrublands primarily comprised of sagebrush along with junipers and some aspen groves. While most trails are not technically difficult, they are notably steep. Many trails are relatively free of rocks, though those in the drainages can be quite rocky. Although certain trails experience heavy use, particularly in the evenings and on weekends, the rest of the system remains lightly trafficked and peaceful. The area features three main trailheads which are severely

lacking in basic amenities, and additional neighborhood access points are scattered throughout the system.

To the north, south, and west of City Creek, the area is bordered by expansive Forest Service and BLM lands, providing access to hundreds of miles of additional trails which offer endless adventures easily accessible for residents. City Creek is truly a hidden gem. With thoughtful planning and necessary improvements, it has the potential to become a spectacular recreational asset, not only enhancing the experience for local residents but also generating economic benefits for the City of Pocatello.

8. **What previous natural surface recreational trail planning processes have been completed in this area? Please describe the type of planning effort, who led it, what agencies were involved and how it was funded. What was the outcome? Please attach any relevant planning documents.**
    - **City Creek Management Area Plan –** This plan was created by a group of City staff, other land management staff, stakeholders and trail users in 2009. It identified trail needs, reroutes, maintenance, and infrastructure. The plan was not funded, but incorporated into existing city staff workloads. The city completed some aspects of the plan including some trail reroutes, attempted trail closures, road work, and bridge installation. *Upload original plan.*
    - **Pocatello Parks, Recreation, Open Space and Trails Plan –** This plan is slated to be completed April 2025 and was funded by the City. It engaged numerous stakeholders and citizens. It included a general overview for the trails systems calling out the major needs. One of the top priorities from this plan called for a dedicated trails plan. *Upload trail section of PROST.*
9. **List the three to five outcomes or deliverables you wish to see from this trail planning process. Please include outcomes such trail mileage and difficulty that you wish to see planned.**
    - Outreach to all trail users so they have opportunity to provide feedback
    - Address current maintenance/significant erosion issues and maintenance plan and suggested trail reroutes/closures
    - Design downhill orientated sustainable trails to meet user demand to respond to the illegal trails being constructed
    - Plan critical neighborhood and greenway trail connections
10. **We want to learn how you intend to take this planning work to the next level. If awarded this grant, how does your organization plan to implement the project?** With city and grant funding and a combination of city staff, volunteers, and contractors, we will work to implement recommendations from this trail plan over the next 5 years. In the short term, this plan would provide trail guidelines and design standards that could be incorporated immediately into the trail work completed by staff and volunteers annually. For longer-term outcomes, the trail plan will help prioritize areas for trail improvements and direct funding and resources toward those goals.

**Scope of Work**

1. **What are you trying to build:** Both

2-7 **.Questions are dropdowns – will select in app**

- Pump track, skills features, drop zone, slopestyle line
- All
- Pedestrians, horses, adaptive equipment
- Yes, both
- 10
- Existing trails, parking, signage
- Yes

2. **If yes, provide general range of fundraising to date, estimated cost required to implement, and costs for maintenance/management.** The funding will be from City budget or the Planning department budget. The Plan costs would be matched by the City general fund. Implementation of maintenance and trail realignment would use existing budgeted resources from the Parks & Recreation Department budget as well as volunteers. Specific projects identified in the plan would require additional funding from public or private resources to implement.

4. **Do you have construction phases in mind? Give us an idea of how you envision construction unfolding.** Utilizing a mix of volunteers and staff, we would first focus on existing trail maintenance and realignment needs. Depending upon the scope of the downhill-oriented bike trail additions, those could possibly be built with volunteers. If not possible based on the scope, the City would fundraise to hire a professional trail builder. Other proposed new trails would likely be last priority and could be constructed by volunteers and staff.

**5. What kind of construction team will you use? Select all that apply.** Hybrid

**6. What kind of construction methodology do you plan to use:** Both

**7. Are you looking for field based design/flagging?** Yes, ideally for the downhill-oriented trails If budget allows

**8. Does your organization typically include public engagement efforts (open meetings, public comment sessions, surveys) in projects like this?** Yes

**9. Describe what kind of public engagement you usually employ.** We typically use a combination of surveys, public meetings, focus groups and opportunities to provide feedback at community events (tabling).

**10. Do you wish to have IMBA facilitate any of these efforts?** Yes, if budget allows, particularly the public meetings.

**Community Benefit**

1. **Trails that are easily accessible by residents provide high value in terms of recreation, health and community engagement. How will your project provide those benefits?**
    - Focus on trail improvement to increase user satisfaction/experience
    - Engage volunteers to complete some work

- Planning trail connections make it easier to access trails
- Plan will diversify trail options meeting needs of current users who desire a different trail experience (beginner, downhill oriented, etc.)

Answer: Our project will provide significant benefits by improving trail accessibility and enhancing the overall user experience. By focusing on trail improvements, the City aims to increase user satisfaction and provide a more enjoyable and safer recreational experience. Engaging volunteers to assist with some of the work will not only help reduce costs but also foster community involvement and pride. Additionally, planning for better trail connections will make it easier for residents to access the trails, encouraging more frequent use. The plan also includes diversifying trail options to meet the needs of a wider range of users, from beginners to those seeking more challenging, downhill-oriented trails. This will create a more inclusive and varied trail system that better serves the community's diverse recreational needs.

2. **Does this project create opportunities for youth mountain bike programs, or have the potential to integrate with existing programs? Please describe.**
    - Increases opportunities for further skill development for large NICA team (find #s of student riders)
    - Increases opportunities for bike programming through Parks and Rec and other partners
    - Increase opportunities for youth to engage in trail building
    - Community school programming, Irving middle school Outride program

    Answer: Yes, this project creates several opportunities for youth mountain bike programs and can integrate with existing initiatives. By improving the trail system, it increases opportunities for skill development, particularly for the Pocatello Pioneers NICA team, which currently consists of 90-100 youth riders. Additionally, the enhanced trail system opens up more opportunities for bike programming through Parks and Recreation and other community partners. Both Irving Middle School and Community Charter School already have bike-focused and other outdoor recreation programs that utilize the trail system, and these improvements would significantly enhance their offerings. The project will also provide chances for youth to engage in trail building, offering hands-on experience and teaching valuable skills. These improvements will further support and strengthen these existing programs, fostering early interest and involvement in cycling for local students.

3. **Do you anticipate that, once completed, your project will bring economic benefit to your community? Please explain.**
    - Yes, increase in shoulder-season visitors from Teton Valley and Montana. Ride here when their trails are still snowed in.
    - Visit Pocatello has been promoting trails, having better trails to promote will attract more people.
    - As we improve trails, we also hope that Pocatello becomes a destination or a stop along the way to another destination. It is easily accessible and is on a major route between Salt Lake and the PNW/Montana, etc.

- We have 4 large races on the trail system currently – Scout Mountain Ultra, Pocatello Pedalfest, Over the Top Race and Pocatello Fall Ultra. This would improve race experience and hopefully attract more racers providing further economic stimulus.

**Answer**: Yes, we anticipate that this project will bring significant economic benefits to the community. The improvements will likely increase shoulder-season visitors from Teton Valley and Montana, who often ride here when their trails are still snowed in. Pocatello's convention and visitor's bureau, Visit Pocatello, has been actively promoting the area's trails, and better trails will make it easier to attract more visitors. As the trail system improves, Pocatello can become a destination in itself or a popular stop along major routes between Salt Lake City, the Pacific Northwest, and Montana. Pocatello is uniquely situated along I-15 and I-86 in southeast Idaho, so it is within a 2-hour drive from multiple National Parks, including Grant Teton and Yellowstone, as well as a major metropolitan areas like Salt Lake City and Boise. As the "gateway" to the Northwest, there is ample opportunity to draw in trail users. Additionally, there are currently four large races held on the trails—Scout Mountain Ultra, Pocatello Pedalfest, Over the Top Race, and Pocatello Fall Ultra—which bring in visitors and participants. The trail improvements will enhance the race experience and potentially attract more racers, providing further economic stimulus to the local economy.

4. **Please add any additional community benefits that you anticipate will result from your project. These could include physical and mental health, protection of open space, positive environmental impact, etc**.

**Answer**: The increased variety of trails will encourage more people to engage in outdoor physical activity, which is proven to improve cardiovascular health, increase fitness levels, and reduce the risk of chronic diseases. The diverse trail options, including different skill levels, will help more people, regardless of their fitness level, get involved in healthy outdoor recreation. Furthermore, spending time in nature is known to reduce stress, anxiety, and depression. Increased use of the trails will provide the community with valuable green space to recharge, improve overall well-being, and enhance quality of life.

The project offers opportunities for the community to get involved in trail maintenance and development, fostering a sense of ownership and pride in the project. Volunteers can directly contribute to enhancing the trail system, which can lead to greater community cohesion, and provide individuals with a sense of purpose and connection to their neighbors.

The project could lay the groundwork for future partnerships with developers, particularly as trail connections may require easements across private land or future developments. These partnerships can ensure that the city continues to grow in a way that supports well-connected neighborhoods and a cohesive community.

5. **Does this project increase outdoor access for potential trail users? For example, will the trails fill a void in a populated area that currently has few or no trails, create a venue for after-**

**school programs, or offer access to riders with adaptive needs? If you answer yes, please list the names of any partner groups and explain your partnership with them.**

- Creates plan for different skill levels – diversifying trails and bike skills park
- Creates plan for neighborhood and greenway connections allowing more users to ride and walk to the trail system reducing the dependence upon vehicles
- Creates plan for infrastructure – dedicated and welcoming trailheads

**Answer**: Yes, this project increases outdoor access for potential trail users in several ways. By diversifying trails and creating a bike skills park, the project offers a variety of trail options for different skill levels, ensuring that riders of all abilities can enjoy the space. This includes beginners, intermediate riders, advanced cyclists, and those looking to improve their skills in the dedicated bike skills park.

The plan also creates connections between neighborhoods and greenways, allowing residents to easily access the trail system on foot or by bike. This reduces the need for cars, making it a more sustainable and environmentally friendly transportation option for outdoor activities. Further, with dedicated bicycle/pedestrian friendly routes to the tail access points, safety will be improved and enhance accessibility for those biking or walking to the trailheads.

Additionally, the development of dedicated and welcoming trailheads will serve as convenient entry points for users, ensuring they feel supported and encouraged to engage in outdoor activities. This infrastructure plan promotes easy access, attracting more people to use the trails.

**Your Organization and Partners**

1. **Describe your organization/department including numbers of staff or volunteers, board members, and mission statement.**
    - Parks and Recreation Dept - Outdoor Recreation Division – 1 full-time staff, 10 part-time staff & Parks Division
    - PVTA
    - Volunteer Trailwork Team – 40+ volunteers
2. **Do you have written support from three local officials for this project? This includes both land managers and elected officials. Please list their names, positions, and phone numbers.**
    - Anne Butler – City of Pocatello Parks and Recreation Director, (208) 234-6236
    - Andrew Harsh, Outdoor Recreation Planner, BLM Pocatello Field Office, (208) 478-6362
    - *Forest Service – I've emailed them for approval*
    - *Mayor & City Council – pending approval*
3. **Describe another community project your agency or coalition has undertaken and seen success. Tell us about the larger community impacts.**
    - The City recently worked to develop trails located on the east bench of the City, called the Pioneer Ridge Trail System. Development of Pioneer Ridge trail system was a cooperative effort between the City, BLM, and volunteers. This offered a new trail system accessible by neighborhoods on the east side of the City proving much needed sanctioned trails in an area that was rife with rogue unsustainable trails and was unorganized. In addition, the City successfully received a Mountain Bike Trails grant

through Idaho Parks and Recreation to improve the public access point to the new trail system which better defined the parking area and security fence to prevent cars and other motorized vehicles from driving into the newly created trail system as well as clarify where the trail system can be accessed by users.

- Additionally, the trail system is designed so that the Pocatello Pioneers NICA team can host state-level races, further supporting youth mountain biking as well as trails-driven economic stimulus. The effort took many years to come to fruition and was spearheaded by a group of dedicated volunteers.

4. **What other community organizations are you partnering with on this project?** Pocatello Trailwork Team, PVTA, Pioneers, Community School
5. **Has a representative from your committee or community attended an IMBA Trail Lab?** Yes
6. **Part of your requirement as an awardee is to post about the grant on social media. Please provide the social media feed(s) you will use to promote your project and the TAG grant.**
    - City Outdoor Rec
    - City of Pocatello
    - PVTA
7. **Part of your requirement as an awardee is to provide follow-up information to IMBA about the grant and its impact. Please provide the name and email address of the best person to contact.** Cary Rhodes, cary.rhodes@pocatello.gov

## Project Timeline

| Task | Planned Start Date | Planned Completion Date |
|---|---|---|
| Award and Project Kickoff | 10/2025 | 11/2025 |
| Project Outreach to Community including Visioning and Concept Planning | 11/2025 | 2/2026 |
| Design Development & Fieldwork | 2/2026 | 6/2026 |
| Draft Plan Rollout | 6/2026 | 8/2026 |
| Finalize Plan | 8/2026 | 9/2026 |
| Final Plan Adoption | 9/2026 | 10/2026 |

KMZ file - will be uploaded to application portal

# REGULAR CITY COUNCIL MEETING
# AIRPORT LEASE AMENDMENT
# EXECUTIVE SUMMARY
# MAY 1, 2025

The Federal Aviation Administration (FAA) administers the Airport Improvement Program, which provides the airport with an annual entitlement used to fund approved airport improvement projects. In order to receive the entitlement, airports must submit the FAA grant application and, if approved, complete the project according to FAA specification and regulations on a cost reimbursable basis.

The Airport is seeking approval of a grant application in the amount of $1,520,000 for FY'25 entitlement funds to perform pavement maintenance on Runway 17/35 and Taxiway A and complete the FAA required Title VI program. The grant will require a match of 5% which will be funded using state grant monies and budgeted airport PFC (passenger facility charge) funds.

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 18, 2025

RE: Grant Application

I have reviewed the FAA AIP/BIL grant application. I have no legal concerns with the Council approving the grant application and authorizing the Mayor to sign the grant application.

Please let me know if you have any questions or concerns.

# POCATELLO REGIONAL AIRPORT
## FEDERAL GRANT APPLICATION

*AIP TBD*

*RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN*

Prepared for:
City of Pocatello, Idaho

Federal Aviation Administration

Prepared By:

ARDURRA

OMB Number: 4040-0004
Expiration Date: 11/30/2025

## Application for Federal Assistance SF-424

*1. Type of Submission:
- ☐ Preapplication
- ☒ Application
- ☐ Changed/Corrected Application

*2. Type of Application
- ☒ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify)
Primary Entitlements

*3. Date Received:

4. Applicant Identifier:
PIH

5a. Federal Entity Identifier:

*5b. Federal Award Identifier:

## State Use Only:

6. Date Received by **State**:

7. **State** Application Identifier:

**8. APPLICANT INFORMATION:**

*a. Legal Name: City of Pocatello

*b. Employer/Taxpayer Identification Number (EIN/TIN):
82-600024

*c. UEI:
C1H5KKGYA7F8

**d. Address:**

*Street 1: 1950 Airport Way/ PO Box 4169
Street 2:
*City: Pocatello
County/Parish: Power
*State: ID
*Province:
*Country: USA: United States
*Zip / Postal Code 83205-4169

**e. Organizational Unit:**

Department Name:
Pocatello Regional Airport

Division Name:

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:
*First Name: Alan
Middle Name:
*Last Name: Evans
Suffix:

Title: Airport Manager

Organizational Affiliation:

*Telephone Number: (208) 234-6154
Fax Number: (208) 233-8418

*Email: aevans@pocatello.us

**Application for Federal Assistance SF-424**

***9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Pick an applicant type

Type of Applicant 3: Select Applicant Type:

Pick an applicant type

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

**11. Catalog of Federal Domestic Assistance Number**:

20.106

CFDA Title:

Airport Improvement Program

***12. Funding Opportunity Number**:

Not Applicable

*Title:

Not Applicable

**13. Competition Identification Number**:

Not Applicable

Title:

Not Applicable

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Pocatello, Idaho

***15. Descriptive Title of Applicant's Project**:

RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN
7150 LF - RUNWAY 17-35
11,273 LF - TAXIWAY A

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

*a. Applicant: ID-002 *b. Program/Project: ID-002

Attach an additional list of Program/Project Congressional Districts if needed.

**17. Proposed Project**:

*a. Start Date: 01/01/2025 *b. End Date: 12/31/2025

**18. Estimated Funding ($):**

| | |
|---|---|
| *a. Federal | $ 1,520,000 |
| *b. Applicant | $ 0 |
| *c. State | $ 0 |
| *d. Local | $ 80,000 |
| *e. Other | $ 0 |
| *f. Program Income | $ 0 |
| *g. TOTAL | $ 1,600,000 |

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____ .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

***20. Is the Applicant Delinquent On Any Federal Debt?**

☐ Yes ☒ No

**If "Yes", explain:**

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: Mr. *First Name: Brian

Middle Name:

*Last Name: Blad

Suffix:

*Title: Mayor

*Telephone Number: (208) 234-6163 Fax Number:

* Email: mayor@pocatello.us

*Signature of Authorized Representative: *Date Signed:

# Application for Federal Assistance (Development and Equipment Projects)

## PART II – PROJECT APPROVAL INFORMATION

### Part II - SECTION A

The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

**Item 1.**
Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?
☒ Yes ☐ No

**Item 2.**
Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?
☒ Yes ☐ No ☐ N/A

**Item 3.**
Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.
☐ Yes ☒ No ☐ N/A

**Item 4.**
Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).
☐ Yes ☒ No ☐ N/A

**Item 5.**
Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.
☐ Yes ☒ No ☐ N/A

☐ The project is included in an *approved* PFC application.
If included in an approved PFC application,
does the application *only* address AIP matching share? ☐ Yes ☐ No

☐ The project is included in another Federal Assistance program. Its CFDA number is below.

**Item 6.**
Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?
☐ Yes ☒ No ☐ N/A

If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:

☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.

☐ Negotiated Rate equal to % as approved by (the Cognizant Agency) on (Date) (2 CFR part 200, appendix VII).

*Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.*

## PART II - SECTION B

### Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term “Sponsor” refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, ‘‘Disclosure Form to Report Lobbying,’’ in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

## PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

**1. Compatible Land Use** – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Pocatello has developed a non aviation Master Plan including compatible land use zoning for the land surrounding the airport controlled by the City of Pocatello. The remainder of the land surrounding the airport is controlled by Power County. Power County has implemented land use zoning in accordance with 14 CFR Part 77.

**2. Defaults** – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

None.

**3. Possible Disabilities** – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

None.

**4. Consistency with Local Plans** – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

The project is consistent with all local plans regarding the development of the airport.

**5. Consideration of Local Interest** – It has given fair consideration to the interest of communities in or near where the project may be located.

Fair consideration has been given to the interest of communities near the airport.

**6. Consultation with Users** – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Reasonable consultations with affected parties of the airport have been undertaken.

**7. Public Hearings** – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not Applicable

**8. Air and Water Quality Standards** – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not Applicable

**PART II – SECTION C** (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

No exclusive right to conduct any aeronautical activity have been granted.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Airport Sponsor owns the land applicable for this project in fee simple, as depicted on the Pocatello Regional Airport Layout Plan Airport Property Map dated September 5, 2024. No exemptions, encumbrances or adverse interests are applicable.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable.

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

Not applicable.

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

# PART III – BUDGET INFORMATION – CONSTRUCTION

| SECTION A – GENERAL | |
|---|---|
| 1. Assistance Listing Number: | 20.106 |
| 2. Functional or Other Breakout: | Airport Improvement Program |

| SECTION B – CALCULATION OF FEDERAL GRANT | | | |
|---|---|---|---|
| **Cost Classification** | **Latest Approved Amount (Use only for revisions)** | **Adjustment + or (-) Amount (Use only for revisions)** | **Total Amount Required** |
| 1. Administration expense | | | $ 2,490 |
| 2. Preliminary expense | | | |
| 3. Land, structures, right-of-way | | | |
| 4. Architectural engineering basic fees | | | 338,462 |
| 5. Other Architectural engineering fees | | | |
| 6. Project inspection fees | | | |
| 7. Land development | | | |
| 8. Relocation Expenses | | | |
| 9. Relocation payments to Individuals and Businesses | | | |
| 10. Demolition and removal | | | |
| 11. Construction and project improvement | | | 1,259,048 |
| 12. Equipment | | | |
| 13. Miscellaneous | | | |
| 14. **Subtotal** (Lines 1 through 13) | | | $ 1,600,000 |
| 15. Estimated Income (if applicable) | | | |
| 16. Net Project Amount (Line 14 minus 15) | | | |
| 17. **Less**: Ineligible Exclusions (Section C, line 23 g.) | | | |
| 18. **Subtotal** (Lines 16 through 17) | | | $ 1,600,000 |
| 19. Federal Share requested of Line 18 | | | 1,520,000 |
| 20. Grantee share | | | 80,000 |
| 21. Other shares | | | 0 |
| 22. **TOTAL PROJECT** (Lines 19, 20 & 21) | | | $ 1,600,000 |

| SECTION C – EXCLUSIONS | |
|---|---|
| **23. Classification (Description of non-participating work)** | **Amount Ineligible for Participation** |
| a. | |
| b. | |
| c. | |
| d. | |
| e. | |
| f. | |
| g. **Total** | |

| SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE | |
|---|---|
| **24. Grantee Share – Fund Categories** | **Amount** |
| a. Securities | |
| b. Mortgages | |
| c. Appropriations (by Applicant) | 80,000 |
| d. Bonds | |
| e. Tax Levies | |
| f. Non-Cash | |
| g. Other (Explain): | |
| h. **TOTAL** - Grantee share | $ 80,000 |
| **25. Other Shares** | **Amount** |
| a. State | |
| b. Other | |
| c. **TOTAL** - Other Shares | |
| **26. TOTAL NON-FEDERAL FINANCING** | $ 80,000 |

**SECTION E – REMARKS**
(Attach sheets if additional space is required)

The following items are incorporated by reference:
-Sponsor Assurances (05/2022)
-Plans and Specs (TBD)
-Standard DOT Title VI assurances (attached)
-Exhibit A (09/2024)
-Sponsor Certifications (attached)
-Current FAA AC's required for project (attached)

## PART IV – PROGRAM NARRATIVE

*(Suggested Format)*

**PROJECT:** RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**AIRPORT:** POCATELLO REGIONAL AIRPORT

**1. Objective:**

1. Runway 17-35 and Taxiway A Pavement Maintenance (Design, Bidding, and Construction)
2. The project will fulfill the requirements listed and described in FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist.

**2. Benefits Anticipated:**

1. The maintenance of the existing Taxiway A and Runway 17-35 will allow for a safer operating surface for aircraft and a pavement section capable of supporting heavy aircraft areas.
2. The project will fulfill the requirements listed and described in FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist, and grain approval from the FAA Office of Civil Rights (OCR).

**3. Approach:** (See approved Scope of Work in Final Application)

1. The Taxiway A and Runway 17/35 Pavement Maintenance design will be completed by Ardurra in Meridian, ID. Construction is anticipated to take place in the summer of 2025.
2. This project includes professional services in support of the development of an FAA-approved Title VI Compliance Program. The project will fulfill the requirements listed and described in FAA Form 5100-145, FAA Title VI Pre-Grant Award Checklist, and grain approval from the FAA Office of Civil Rights (OCR).

**4. Geographic Location:**

Pocatello Regional Airport is located in southeastern Idaho, approximately seven miles west of the City of Pocatello in Power County. The area surrounding the airport is mainly agricultural and is very sparsely populated.

**5. If Applicable, Provide Additional Information:**

None.

**6. Sponsor's Representative:** (include address & telephone number)

Alan Evans - Airport Manager - (208) 234-6154
1950 Airport Way / PO Box 4169
Pocatello, Idaho 83205

**Project Cost Breakdown**
Pocatello Regional Airport
Pocatello, ID

**Project Description**: Runway 17/35 and Taxiway A Apron Pavement Maintenance and Title VI Plan

| Brief Item Description | Construction Cost | Engineering Cost | Admin. Cost | Total Cost | Federal Share | Non-Federal |
|---|---|---|---|---|---|---|
| | | | | | 95.00% | 5.00% |
| PAVEMENT MAINTENACE | $ 1,259,048 | $ 288,462 | $ 2,490 | $ 1,550,000 | $ 1,472,500 | $ 77,500 |
| TTILE VI PLAN | | $ 50,000 | | $ 50,000 | $ 47,500 | $ 2,500 |
| Totals: | $ 1,259,048 | $ 338,462 | $ 2,490 | $ 1,600,000 | $ 1,520,000 | $ 80,000 |

FAA
Airports

# ASSURANCES

## AIRPORT SPONSORS

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

**C. Sponsor Certification.**

The sponsor hereby assures and certifies, with respect to this grant that:

**1. General Federal Requirements**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

**FEDERAL LEGISLATION**

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

**EXECUTIVE ORDERS**

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

**FEDERAL REGULATIONS**

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

### *FOOTNOTES TO ASSURANCE (C)(1)*

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

## SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

**2. Responsibility and Authority of the Sponsor.**

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.**

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

**4. Good Title.**

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

**6. Consistency with Local Plans.**

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance-Management.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

**14. Minimum Wage Rates.**

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

**15. Veteran's Preference.**

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

**16. Conformity to Plans and Specifications.**

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

**17. Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

**20. Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

**21. Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

   1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

   2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

**23. Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

**24. Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

**26. Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

    1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

    2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

**30. Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**[Selection Criteria: Sponsor Name]**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

**31. Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**32. Engineering and Design Services.**

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**33. Foreign Market Restrictions.**

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

**34. Policies, Standards, and Specifications.**

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for AIP projects as of [Selection Criteria: Project Application Date].

**35. Relocation and Real Property Acquisition.**

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

**36. Access By Intercity Buses.**

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

**37. Disadvantaged Business Enterprises.**

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

**38. Hangar Construction.**

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

   1. Describes the requests;
   2. Provides an explanation as to why the requests could not be accommodated; and
   3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



**LEGEND**

PAVEMENT MAINTENANCE, CRACK SEAL/SEAL COAT

# POCATELLO REGIONAL AIRPORT
## TAXIWAY A AND RUNWAY 17-35 PAVEMENT MAINTENANCE

ARDURRA
1144 SOUTH SILVERSTONE WAY, SUITE 320
MERIDIAN, IDAHO 83642-6703
PHONE: (208) 323-2288 FAX: (208) 323-2399

E-FILE: DATE: NOV 2022 JOB: 220758

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# STANDARD DOT TITLE VI ASSURANCES

CITY OF POCATELLO (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

**7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.**

## STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

**DATED** _____

**CITY OF POCATELLO**
**(Sponsor)**

_____
**(Signature of Authorized Official)**

# CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

## CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

## ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

# REQUIRED STATEMENTS
## AIRPORT IMPROVEMENT PROGRAM PROJECTS

**AIRPORT**: POCATELLO REGIONAL AIRPORT

**LOCATION**: POCATELLO, IDAHO

**AIP PROJECT NO.**:

**STATEMENTS APPLICABLE TO THIS PROJECT** Runway 17/35 and Taxiway A Pavement Maintenance and Title VI Plan

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near Pocatello Regional Airport.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing Pocatello Regional Airport, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

**BY:** Brian C. Blad DATE:

**TITLE:** Mayor

**SPONSORING AGENCY:** City of Pocatello, Idaho

**NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.**

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

# CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipents shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____ Date _____

Sponsor's Authorized Representative

Title Mayor

FAA
Airports

# Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/. [1]

| NUMBER | TITLE |
|---|---|
| 70/7460-1M | Obstruction Marking and Lighting |
| 150/5000-9B | Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations |
| 150/5000-17 | Critical Aircraft and Regular Use Determination |
| 150/5020-1 | Noise Control and Compatibility Planning for Airports |
| 150/5070-6B, Changes 1 - 2 | Airport Master Plans |
| 150/5070-7 Change 1 | The Airport System Planning Process |
| 150/5100-13C | Development of State Aviation Standards for Airport Pavement Construction |
| 150/5200-28G | Notices to Airmen (NOTAMs) for Airport Operators |
| 150/5200-30D, Changes 1 - 2 | Airport Field Condition Assessments and Winter Operations Safety |
| 150/5200-31C, Changes 1 - 2 | Airport Emergency Plan |
| 150/5200-33C | Hazardous Wildlife Attractants on or near Airports |

[1] All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

| NUMBER | TITLE |
|---|---|
| 150/5200-34A | Construction or Establishment of Landfills Near Public Airports |
| 150/5200-38 | Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans |
| 150/5210-5D | Painting, Marking, and Lighting of Vehicles Used on an Airport |
| 150/5210-7D | Aircraft Rescue and Fire Fighting Communications |
| 150/5210-13C | Airport Water Rescue Plans and Equipment |
| 150/5210-14B | Aircraft Rescue Fire Fighting Equipment, Tools and Clothing |
| 150/5210-15A | Aircraft Rescue and Firefighting Station Building Design |
| 150/5210-18A | Systems for Interactive Training of Airport Personnel |
| 150/5210-19A | Driver's Enhanced Vision System (DEVs) |
| 150/5220-10E | Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles |
| 150/5220-16E, Change 1 | Automated Weather Observing Systems (AWOS) for Non-Federal Applications |
| 150/5220-17B | Aircraft Rescue and Fire Fighting (ARFF) Training Facilities |
| 150/5220-18A | Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials |
| 150/5220-20A | Airport Snow and Ice Control Equipment |
| 150/5220-21C | Aircraft Boarding Equipment |
| 150/5220-22B | Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns |
| 150/5220-23A | Frangible Connections |
| 150/5220-24 | Airport Foreign Object Debris (FOD) Detection Equipment |
| 150/5220-25 | Airport Avian Radar Systems |
| 150/5220-26, Changes 1 - 2 | Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment |
| 150/5230-4C | Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports |
| 150/5300-13B | Airport Design |
| 150/5300-14D | Design of Aircraft Deicing Facilities |
| 150/5300-15A | Use of Value Engineering for Engineering and Design of Airport Grant Projects |

| NUMBER | TITLE |
|---|---|
| 150/5300-16B | General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey |
| 150/5300-17C, Change 1 | Standards for Using Remote Sensing Technologies in Airport Surveys |
| 150/5300-18B, Change 1 | General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards |
| 150/5300-19 | Airport Data and Information Program |
| 150/5320-5D | Airport Drainage Design |
| 150/5320-6G | Airport Pavement Design and Evaluation |
| 150/5320-12C, Changes 1 - 8 | Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces |
| 150/5320-15A | Management of Airport Industrial Waste |
| 150/5320-17A | Airfield Pavement Surface Evaluation and Rating Manuals |
| 150/5325-4B | Runway Length Requirements for Airport Design |
| 150/5335-5D | Standardized Method of Reporting Airport Pavement Strength - PCR |
| 150/5340-1M, Change 1 | Standards for Airport Markings |
| 150/5340-5D | Segmented Circle Airport Marker System |
| 150/5340-18G, Change 1 | Standards for Airport Sign Systems |
| 150/5340-26C | Maintenance of Airport Visual Aid Facilities |
| 150/5340-30J | Design and Installation Details for Airport Visual Aids |
| 150/5345-3G | Specification for L-821, Panels for the Control of Airport Lighting |
| 150/5345-5B | Specifications for Airport Lighting Circuit Selector Switch |
| 150/5345-7F | Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits |
| 150/5345-10H | Specification for Constant Current Regulators and Regulator Monitors |
| 150/5345-12F | Specification for Airport and Heliport Beacons |

| NUMBER | TITLE |
|---|---|
| 150/5345-13B | Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits |
| 150/5345-26E | FAA Specification For L-823 Plug and Receptacle, Cable Connectors |
| 150/5345-27F | FAA Specification for Wind Cone Assemblies |
| 150/5345-28H | Precision Approach Path Indicator (PAPI) Systems |
| 150/5345-39E | Specification for L-853, Runway and Taxiway Retroreflective Markers |
| 150/5345-42J | Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories |
| 150/5345-43J | Specification for Obstruction Lighting Equipment |
| 150/5345-44K | Specification for Runway and Taxiway Signs |
| 150/5345-45C | Low-Impact Resistant (LIR) Structures |
| 150/5345-46E | Specification for Runway and Taxiway Light Fixtures |
| 150/5345-47C | Specification for Series to Series Isolation Transformers for Airport Lighting Systems |
| 150/5345-49D | Specification L-854, Radio Control Equipment |
| 150/5345-50B | Specification for Portable Runway and Taxiway Lights |
| 150/5345-51B | Specification for Discharge-Type Flashing Light Equipment |
| 150/5345-52A | Generic Visual Glideslope Indicators (GVGI) |
| 150/5345-53D | Airport Lighting Equipment Certification Program |
| 150/5345-54B | Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems |
| 150/5345-55A | Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure |
| 150/5345-56B | Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS) |
| 150/5360-12F | Airport Signing and Graphics |
| 150/5360-13A | Airport Terminal Planning |
| 150/5360-14A | Access to Airports By Individuals With Disabilities |
| 150/5370-2G | Operational Safety on Airports During Construction |

| NUMBER | TITLE |
|---|---|
| 150/5370-10H | Standard Specifications for Construction of Airports |
| 150/5370-11B | Use of Nondestructive Testing in the Evaluation of Airport Pavements |
| 150/5370-13A | Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt |
| 150/5370-15B | Airside Applications for Artificial Turf |
| 150/5370-16 | Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements |
| 150/5370-17 | Airside Use of Heated Pavement Systems |
| 150/5380-6C | Guidelines and Procedures for Maintenance of Airport Pavements |
| 150/5380-7B | Airport Pavement Management Program |
| 150/5380-9 | Guidelines and Procedures for Measuring Airfield Pavement Roughness |
| 150/5390-2C | Heliport Design |
| 150/5395-1B | Seaplane Bases |

## THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY

| NUMBER | TITLE |
|---|---|
| 150/5100-14E, Change 1 | Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects |
| 150/5100-17, Changes 1 - 7 | Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects |
| 150/5100-21 | State Block Grant Program |
| 150/5370-12B | Quality Management for Federally Funded Airport Construction Projects |

# TITLE VI PRE-AWARD SPONSOR CHECKLIST

**Airport/Sponsor:** POCATELLO REGIONAL AIRPORT/CITY OF POCATELLO

**AIP #:**

**Project Description(s):** RUNWAY 17/35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None (If "None", continue with questions 3 and 4).**

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

**To be completed by the Civil Rights Staff**

**Review completed and approved:** _____
**Signature**

**Date:** _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

**Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009**

U.S. Department
of Transportation
**Federal Aviation
Administration**

# FAA Form 5100-129, Construction Project Final Acceptance – Airport Improvement Program Sponsor Certification

## Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

# Construction Project Final Acceptance
# Airport Improvement Program Sponsor Certification

Sponsor: CITY OF POCATELLO

Airport: POCATELLO REGIONAL AIRPORT

Project Number:

Description of Work: RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**Application**

49 USC § 47105(d), authorizes the Secretary to require me certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program. General standards for final acceptance and close out of federally funded construction projects are in 2 CFR § 200.343 – Closeout and supplemented by FAA Order 5100.38. The sponsor must determine that project costs are accurate and proper in accordance with specific requirements of the grant agreement and contract documents.

**Certification Statements**

Except for certification statements below marked not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgment and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The personnel engaged in project administration, engineering supervision, project inspection, and acceptance testing were or will be determined to be qualified and competent to perform the work (Grant Assurance).
   ☒ Yes ☐ No ☐ N/A
2. Construction records, including daily logs, were or will be kept by the resident engineer/construction inspector that fully document contractor's performance in complying with:
   a. Technical standards (Advisory Circular (AC) 150/5370-12);
   b. Contract requirements (2 CFR part 200 and FAA Order 5100.38); and
   c. Construction safety and phasing plan measures (AC 150/5370-2).
   ☒ Yes ☐ No ☐ N/A
3. All acceptance tests specified in the project specifications were or will be performed and documented. (AC 150/5370-12).
   ☒ Yes ☐ No ☐ N/A

4. Sponsor has taken or will take appropriate corrective action for any test result outside of allowable tolerances (AC 150/5370-12).

   ☒ Yes ☐ No ☐ N/A

5. Pay reduction factors required by the specifications were applied or will be applied in computing final payments with a summary made available to the FAA (AC 150/5370-10).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has notified, or will promptly notify the Federal Aviation Administration (FAA) of the following occurrences:

   a. Violations of any federal requirements set forth or included by reference in the contract documents (2 CFR part 200);

   b. Disputes or complaints concerning federal labor standards (29 CFR part 5); and

   c. Violations of or complaints addressing conformance with Equal Employment Opportunity or Disadvantaged Business Enterprise requirements (41 CFR Chapter 60 and 49 CFR part 26).

   ☒ Yes ☐ No ☐ N/A

7. Weekly payroll records and statements of compliance were or will be submitted by the prime contractor and reviewed by the sponsor for conformance with federal labor and civil rights requirements as required by FAA and U.S. Department of Labor (29 CFR Part 5).

   ☒ Yes ☐ No ☐ N/A

8. Payments to the contractor were or will be made in conformance with federal requirements and contract provisions using sponsor internal controls that include:

   a. Retaining source documentation of payments and verifying contractor billing statements against actual performance (2 CFR § 200.302 and FAA Order 5100.38);

   b. Prompt payment of subcontractors for satisfactory performance of work (49 CFR § 26.29);

   c. Release of applicable retainage upon satisfactory performance of work (49 CFR § 26.29); and

   d. Verification that payments to DBEs represent work the DBE performed by carrying out a commercially useful function (49 CFR §26.55).

   ☒ Yes ☐ No ☐ N/A

9. A final project inspection was or will be conducted with representatives of the sponsor and the contractor present that ensure:

   a. Physical completion of project work in conformance with approved plans and specifications (Order 5100.38);

   b. Necessary actions to correct punch list items identified during final inspection are complete (Order 5100.38); and

   c. Preparation of a record of final inspection and distribution to parties to the contract (Order 5100.38);

   ☒ Yes ☐ No ☐ N/A

10. The project was or will be accomplished without material deviations, changes, or modifications from approved plans and specifications, except as approved by the FAA (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

11. The construction of all buildings have complied or will comply with the seismic construction requirements of 49 CFR § 41.120.

    ☐ Yes ☐ No ☐ N/A

12. For development projects, sponsor has taken or will take the following close-out actions:

    a. Submit to the FAA a final test and quality assurance report summarizing acceptance test results, as applicable (Grant Condition);

    b. Complete all environmental requirements as established within the project environmental determination (Oder 5100.38); and

    c. Prepare and retain as-built plans (Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

13. Sponsor has revised or will revise their airport layout plan (ALP) that reflects improvements made and has submitted or will submit an updated ALP to the FAA no later than 90 days from the period of performance end date. (49 USC § 47107 and Order 5100.38).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: CITY OF POCATELLO

Name of Sponsor’s Authorized Official:

Title of Sponsor’s Authorized Official:

**Signature** of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

# FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

## Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

# Drug-Free Workplace
# Airport Improvement Program Sponsor Certification

Sponsor: CITY OF POCATELLO

Airport: POCATELLO REGIONAL AIRPORT

Project Number:

Description of Work: RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

**Site(s) of performance of work** (2 CFR § 182.230):

**Location 1**
Name of Location: POCATELLO REGIONAL AIRPORT
Address: 1950 AIRPORT WAY, POCATELLO, ID 83204

**Location 2 (if applicable)**
Name of Location:
Address:

**Location 3 (if applicable)**
Name of Location:
Address:

Attach documentation clarifying any above item marked with a “No” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: CITY OF POCATELLO

Name of Sponsor’s Authorized Official:

Title of Sponsor’s Authorized Official:

**Signature** of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

# FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

## Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

# Selection of Consultants
# Airport Improvement Program Sponsor Certification

Sponsor: CITY OF POCATELLO

Airport: POCATELLO REGIONAL AIRPORT

Project Number:

Description of Work: RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**Application**
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

**Certification Statements**
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:

    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));

    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and

    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “no” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of , .

Name of Sponsor: CITY OF POCATELLO

Name of Sponsor’s Authorized Official:

Title of Sponsor’s Authorized Official:

**Signature** of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

# FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

## Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

# Certification and Disclosure Regarding Potential Conflicts of Interest
# Airport Improvement Program Sponsor Certification

Sponsor: CITY OF POCATELLO

Airport: POCATELLO REGIONAL AIRPORT

Project Number:

Description of Work: RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

**Certification Statements**

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: CITY OF POCATELLO

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

# FAA Form 5100-131, Equipment and Construction Contracts – Airport Improvement Sponsor Certification

## Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

# Equipment and Construction Contracts
# Airport Improvement Sponsor Certification

Sponsor: CITY OF POCATELLO

Airport: POCATELLO REGIONAL AIRPORT

Project Number:

Description of Work: RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☒ Yes ☐ No ☐ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):
    a. Only one qualified person/firm submits a responsive bid;
    b. Award is to be made to other than the lowest responsible bidder; and
    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:
    a. Access to Records (§ 200.336)
    b. Buy American Preferences (Title 49 U.S.C. § 50101)
    c. Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
    e. Occupational Safety and Health Act requirements (20 CFR part 1920)
    f. Seismic Safety – building construction (49 CFR part 41)
    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
    h. U.S. Trade Restriction (49 CFR part 30)
    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:
    a. Davis-Bacon and Related Acts (29 CFR part 5)
    b. Copeland “Anti-Kickback” Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:
    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $250,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with “No” response.

**Sponsor’s Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this day of , .

Name of Sponsor: CITY OF POCATELLO

Name of Sponsor’s Authorized Official:

Title of Sponsor’s Authorized Official:

**Signature** of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

U.S. Department
of Transportation
**Federal Aviation
Administration**

# FAA Form 5100-132, Project Plans and Specifications – Airport Improvement Program Sponsor Certification

## Paperwork Reduction Act Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.

# Project Plans and Specifications
# Airport Improvement Program Sponsor Certification

Sponsor: CITY OF POCATELLO

Airport: POCATELLO REGIONAL AIRPORT

Project Number:

Description of Work: RUNWAY 17-35 AND TAXIWAY A PAVEMENT MAINTENANCE AND TITLE VI PLAN

**Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

**Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☒ Yes ☐ No ☐ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use “brand name” or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☒ Yes ☐ No ☐ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☒ Yes ☐ No ☐ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☐ Yes ☐ No ☒ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☒ Yes ☐ No ☐ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

**Sponsor's Certification**

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this day of , .

Name of Sponsor: CITY OF POCATELLO

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

**Signature** of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

## CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000
for each such failure.

* APPLICANT'S ORGANIZATION

CITY OF POCATELLO

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: BRIAN | Middle Name:

* Last Name: BLAD | Suffix:

* Title: MAYOR

* SIGNATURE: | * DATE:

# REGULAR CITY COUNCIL MEETING
# AIRPORT LEASE AMENDMENT
# EXECUTIVE SUMMARY
# MAY 1, 2025

The Airport is seeking approval of a lease amendment for the lease between the City and Driscoll TopHay. Lessee has requested to remove the requirement to maintain personal property insurance. The newer and future leases at the airport have already removed that requirement, but it was still in place when TopHay's lease was established. No other change to terms or conditions is needed.

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 15, 2025

RE: Lease Addendum

I have reviewed the lease addendum with Driscoll TopHay. I have no legal concerns with the Council approving the lease addendum and authorizing the Mayor to sign the lease addendum.

Please let me know if you have any questions or concerns.

**AMENDMENT TO LEASE AGREEMENT**

THIS AMENDMENT TO LEASE AGREEMENT is entered into this ____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR," and DRISCOLL TOP HAY, LLC, a limited liability company of Idaho, herein after referred to as "LESSEE".

WITNESSETH:

WHEREAS, Lessee and Lessor entered into a Lease Agreement ("Agreement") on August 1, 2024, to lease certain lands at the Pocatello Regional Airport for the purpose of storing tarped hay and shipping containers; and

WHEREAS, Lessee desires to cancel their personal property insurance for all personal property which is stored on the leased premises; and

WHEREAS, both parties agree to amend the language in the Agreement to allow for the cancellation of personal property insurance by Lessee.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. The Agreement shall be amended as follows:

**XI. INSURANCE**

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase an insurance policy, which insures the premises against all insurable risks sufficient to repair or replace the demised premises.

B. Lessee shall purchase public liability insurance in the amount of $1,000,000 combined single limit to protect Lessor from any and all public liability claims. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered

entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

C. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

D. Lessee shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code.

E. A 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 Lease Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Lease.

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

LESSOR:
CITY OF POCATELLO

_____

BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

DRISCOLL TOP HAY, LLC, an Idaho limited liability company:

DRISCOLL BRANDS, LLC

_____
BROCK DRISCOLL, Member

TOPAGRI HOLDINGS, LLC

_____
YI DING, Manager

STATE OF IDAHO )
:ss
County of Bannock )

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

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

STATE OF IDAHO )
:ss
County of Bannock )

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brock Driscoll, known to me to be a Member of Driscoll Brands, LLC, an Idaho limited liability company, which is a member of Driscoll Top Hay, LLC, who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that he executed the same.

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

(SEAL)

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

STATE OF IDAHO )
:ss
County of Bannock )

On this _____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Yi Ding, known to me to be a Manager of TopAgri Holdings, LLC, an Idaho limited liability company, which is a member of Driscoll Top Hay, LLC, who executed the foregoing instrument on behalf of said limited liability company and acknowledged to me that he executed the same.

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

(SEAL)

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

# REGULAR CITY COUNCIL MEETING
# AIRPORT LEASE AGREEMENTS
# EXECUTIVE SUMMARY
# MAY 1, 2025

The Airport is seeking approval of renewal of the lease agreements and corresponding resolutions for current tenants Francie Carpenter, Gordon Nielson, and Amerigas Propane.

Ms. Carpenter currently leases property upon which she owns an aircraft hangar. As the lease is expiring, a new agreement is needed. The leased premises is 6,293 square feet. The lease term will be 20 years at a rental rate of $1,447.39 per year. The purpose of the lease is aircraft storage.

Mr. Nielson currently leases a city-owned hangar. As the lease is expiring, a new agreement is needed. The leased premises is 1,760 square feet. The lease term will be five years at a rental rate of $324.20 per month. The purpose of the lease is aircraft storage.

Amerigas Propane currently leases property for the bulk storage of propane. As the lease is expiring, a new agreement is needed. The leased premises is .78 acres. The lease term will be one year at a rental rate of $4,861.30 per year.

Rental rates will be increased annually according to the CPI with a full review in 2026 and every five years thereafter.

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 24, 2025

RE: Hangar Lease Agreement

I have reviewed the lease agreement and resolution. I have no legal concerns with the Council approving the lease agreement and authorizing the Mayor to sign the lease agreement.

Please let me know if you have any questions or concerns.

# GROUND LEASE AGREEMENT

THIS AGREEMENT made and entered into this ___ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and FRANCIE CARPENTER, 172 Hoffman Avenue, Pocatello ID 83201, hereinafter referred to as "LESSEE":

WITNESSETH:

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

WHEREAS, on March 17, 2005, Lessor entered into a lease agreement with Lessee for the purpose of operating a private aircraft T-hangar storage facility; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of operation of said facility, which consists of two "T" hangars under one roof.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

## I. PREMISES

Lessor hereby lets and rents to Lessee the following described real property consisting of approximately 6,293 square feet. Said property is depicted and more particularly described in Exhibit "A", attached hereto and incorporated herein.

## II. TERM

The term for this Lease shall be for twenty (20) years commencing May 1, 2025, and terminating on April 30, 2045.

## III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of a private aircraft storage hangar facility, consisting of two hangars under one roof, and such equipment and apparatus as may be incidental and/or necessary to the operation thereof. Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection". Lessee's permitted use of the demised premises is limited to the hangaring of private aircraft. No other use of the demised premises is permitted without the expressed written authorization of the Lessor.

## IV. RENTAL

For the first year of this Lease, commencing May 1, 2025, and terminating April 30, 2026, Lessee shall pay to Lessor the annual rental sum of One Thousand Four Hundred Forty-Seven Dollars and Thirty-Nine Cents ($1,447.39), which sum is payable on or before May 5, 2025. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 5th day of May of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00 as a

late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## V. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the Lessor subject to any and all physical conditions of the premises. Lessee further affirms that the Lessor, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease except as expressly set forth in this Lease, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## VII. MAINTENANCE OF FACILITY

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises but shall attempt to make such inspections at a mutually agreeable time.

## VIII. UTILITIES

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

## IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## X. INDEMNIFICATION

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Article XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

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

## XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an

amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee 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 Lease. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Article X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Lease.

## XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

## XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Section II above, either Party may, at any time, terminate this Lease upon giving ninety (90) days written notice to the other Party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Lease except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

## XIV. TERMINATION

On the termination date of this Lease, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

## XV. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the

Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## XV. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition of Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

## XVI. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

## XVII. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Lease and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to defend and shall hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of

or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Lease, or which come onto the leased premises during the term of this Lease from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.),* and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

## XVIII. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the

leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease, hereafter located on the leased premises, and hold harmless Lessor, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

## XIX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee

shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## XX. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

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

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said Lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. NO WAIVER. The failure by the Lessor to require strict performance of any condition of this Lease shall not affect the Lessor's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the Lessor must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

F. CONSTRUCTION. This Lease shall be construed pursuant to the laws of the State of Idaho. The Parties agree that no construction of this Lease shall be made in a Court of competent jurisdiction against the interests of any Party to the Lease on the basis that the party had primary responsibility for drafting the Lease.

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

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Lease can only be modified or amended in writing upon the mutual agreement of the Parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

J. CORPORATE AUTHORITY. Any individual or individuals executing the within document on behalf of any corporation which is a Party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind

the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

K. SEVERABILITY. If any provision of this Lease shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Lease shall not be affected thereby.

## XXI. NOTICES

All notices under this Lease 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:

| | |
|---|---|
| LESSOR: | City of Pocatello<br>Attn: Airport Manager<br>P.O. Box 4169<br>Pocatello, ID 83205 |
| LESSEE: | Francie Carpenter<br>172 Hoffman Ave<br>Pocatello, ID 83201 |

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

## XXII. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either Party to enforce the terms of this Lease, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Lease. In the event attorney fees are awarded by a Court of law, the Parties agree that a reasonable rate for attorney fees is $150.00 per hour.

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

LESSOR:

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

LESSEE:

_____
FRANCIE CARPENTER

STATE OF IDAHO )
:ss
County of Bannock )

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

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

STATE OF IDAHO )
:ss
County of _____ )

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Francie Carpenter, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND FRANCIE CARPENTER FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 17, 2005, Lessor entered into a lease agreement with Lessee for the purpose of operating a private aircraft T-hangar storage facility; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of operation of said facility, which consists of two "T" hangars under one roof; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

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

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 23, 2025

RE: Hangar Lease Agreement

I have reviewed the lease agreement and resolution. I have no legal concerns with the Council approving the lease agreement and authorizing the Mayor to sign the lease agreement.

Please let me know if you have any questions or concerns.

# AIRPORT HANGAR LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, LESSOR, and GORDON NIELSON, hereinafter referred to as LESSEE.

WITNESSETH:

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

WHEREAS, on April 29, 2019, Lessor entered into a lease agreement with Lessee for an aviation hangar; and

WHEREAS, the April 29, 2019 lease agreement has expired and Lessee desires to renew the lease for the aviation hangar at the Pocatello Regional Airport.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

## I. PREMISES

Lessor leases to Lessee property consisting of approximately 1,760 square feet, hereafter referred to as Hangar #9.

## II. TERM

This Lease shall be for a five (5) year period, commencing with May 1, 2025, and ending April 30, 2030.

## III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the operation thereof. Lessee is prohibited from storing items or vehicles not pertinent to the

operation and care of stored aircraft on the leased premises. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this Agreement must be stored within Hangar #9. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s). The hangar shall be utilized solely for "cold storage" and no heating source such as a space heater, etc. shall be used.

## IV. RENTAL

Commencing May 1, 2025 through April 30, 2026, Lessee shall pay to Lessor the sum of Three Hundred Twenty-Four Dollars and Twenty Cents ($324.20) per month, which shall be payable on or before May 5, 2025. For each succeeding lease term year, the rental rate shall increase in an increment of not less than the annual inflation rate as measured by the Western Consumer Price Index for the preceding year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 5th day of each month and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00 as a

late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## V. EXAMINATION OF PREMISES

Lessee has inspected the afore-described premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## VII. MAINTENANCE OF FACILITY

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

## VIII. UTILITIES

Lessee shall pay all utility charges with the exception of electricity, which shall be paid by Lessor. No additional utilities shall be installed without written consent of Lessor.

## IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new Lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## X. INDEMNIFICATION

Lessee agrees that he will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in

Section XI covering the activities of Lessee, his agents, servants and employees, on the leased premises.

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

## XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and

Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee 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 Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this lease.

## XII. DISCHARGE OF LIENS

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

## XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Article II above, either party may, at any time, terminate this Agreement upon giving 90 days written notice to the other party. Thereupon, neither Lessee

nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

## XIV. TERMINATION

On the termination date of this lease Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor City as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

## XV. DESTRUCTION OF PREMISES

The Lessor shall be required to maintain insurance in the appropriate amounts to insure the structures and facilities at the Airport. However, in the event said structures and facilities are destroyed, this Lease shall be deemed terminated. The proceeds from said insurance policy may be used to reconstruct structures and facilities at the Airport at the sole discretion of the Lessor.

## XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## XVII. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and

failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

## XVIII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

## XIX. ENVIRONMENTAL MATTERS

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this lease and through and until the date on which Lessee vacates the leased premises. Lessor hereby agrees to defend and hold

harmless Lessee from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this lease, or which come onto the leased premises during the term of this lease from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith. As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response,

Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.),* and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

## XX. HAZARDOUS MATERIALS

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource

Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

## XXI. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## XXII. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

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

Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

D. NO WAIVER. The failure by the City to require strict performance of any condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

E. MERGER. This writing represents the entire agreement between the parties. No prior promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

F. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

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

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

I. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

J. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the Leased Premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

K. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

## XXIII. NOTICES

All notices under this 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:

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

LESSEE: Gordon Nielson
2949 Trevor
Pocatello, ID 83201

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

## XXIV. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is $150.00 per hour.

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

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

_____
GORDON NIELSON, Lessee

STATE OF IDAHO )
:ss
County of Bannock )

On this ___ day of _____, 2025 before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

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

STATE OF IDAHO )
:ss
County of Bannock )

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Gordon Nielson, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND GORDON NIELSON FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on April 29, 2019, Lessor entered into a lease agreement with Lessee for an aviation hangar; and

WHEREAS, the April 29, 2019 lease agreement has expired and Lessee desires to renew the lease for the aviation hangar at the Pocatello Regional Airport; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

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

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

Agenda Item #11(c)

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 15, 2025

RE: Lease Agreement

I have reviewed the lease agreement with Amerigas Propane. I have no legal concerns with the Council approving the lease agreement and authorizing the Mayor to sign the lease agreement.

Please let me know if you have any questions or concerns.

# GROUND LEASE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of May, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and AMERIGAS PROPANE L.P., a Delaware Limited Partnership qualified to do business in Idaho, with an assumed business name of V-1 PROPANE, hereinafter referred to as "LESSEE":

WITNESSETH:

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

WHEREAS, on March 7, 2024, the City of Pocatello and Heritage Operating, L.P. d/b/a V-1 Propane, renewed their Lease Agreement for the purpose of bulk storage of propane; and

WHEREAS, V-1 Propane is currently operating under AmeriGas Propane L.P.; and

WHEREAS, V-1 Propane has hereto conducted its business under a Lease Agreement which expires May 31, 2025, and desires to continue its business at the hereinafter described land at the Pocatello Regional Airport.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

## I. PREMISES

Lessor leases to Lessee the following described land upon the terms and conditions hereinafter set forth; such property so let being described in Exhibit "A" and depicted in Exhibit "B", both attached and incorporated herein.

## II. TERM

The term for this Agreement shall be for one (1) year, commencing June 1, 2025 and terminating May 31, 2026.

## III. PURPOSE

The premises described herein shall be used by the Lessee for the purpose of bulk propane storage. Lessee may store said flammables on the leased premises as long as said storage complies with Pocatello City Code 11.05 “Fire Protection”. No other use of the demised premises is permitted.

## IV. RENTAL

Commencing June 1, 2025 and terminating May 31, 2026, Lessee shall pay to Lessor the sum of four thousand six hundred eighty-one dollars and thirty cents ($4,681.30), which sum is payable on or before June 1st. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 1st day of August of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00

as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## V. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same "as is." Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Agreement is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## VI. WASTE

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## VII. MAINTENANCE OF FACILITY

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense, except for the Access Loop. Lessee will have no responsibility to repair or maintain any portion of the Access Loop during the term of this Agreement. Lessor shall have the right to enter upon and inspect said premises, upon advance written notice during regular business hours, and shall attempt to make such inspections at a mutually agreeable time.

## VIII. UTILITIES

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent. Provided, however, that no water or sewer connection shall be made without prior approval of Lessor.

## IX. NO SUBLEASE OR ASSIGNMENT

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new lease on the part of a prospective

sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## X. INDEMNIFICATION

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

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

## XI. INSURANCE

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing

insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

C. If applicable, Lessee 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 Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

## XII. DISCHARGE OF LIENS

Lessee agrees to pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any

obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

## XIII. RELEASE AND RELINQUISHMENT

Notwithstanding the terms of Article II above, either party may, at any time, terminate this Agreement upon giving thirty (30) days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

## XIV. TERMINATION

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Agreement shall be forthwith removed by Lessee, including fixtures and propane storage tank(s) owned by Lessee. In so doing, Lessee shall ensure that any remaining equipment and furnishings not required to be removed, including any building, are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and

Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

## XV. STATUTES, ORDINANCES, RULES AND REGULATIONS

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## XVI. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) business days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

## XVII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any reasonable attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

## XVIII. ENVIRONMENTAL MATTERS

Lessee hereby agrees to defend, indemnify, and hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs, and fees and government fines arising out of or in connection with the introduction or release of any toxic or hazardous materials,

pollutants, substances, contaminants, or wastes onto the leased premises by Lessee, its employees and agents, or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from the commencement date of this Agreement through and until the date on which Lessee vacates the leased premises.

As used herein, "Environmental Law" shall mean any federal, state, or local statute, regulation, ordinance, code, rule, policy, judicial order, or other governmental order pertaining to the protection of health, safety, or the environment including, without limitation, the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substances Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 5101 *et seq.),* all as have been amended from time to time and any other federal, state, or local environmental requirements, together with all rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substances, materials, contaminants, and pollutants as now or at any time hereafter be promulgated under any of the foregoing, as any of the foregoing now exists or may be changed or amended or come into effect in the future.

## XIX. HAZARDOUS MATERIALS

"Hazardous Material(s)" shall mean any hazardous, toxic, infectious, or radioactive substance, waste, or material as defined or listed by any Environmental Law, including petroleum oil and its fractions, which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise within the ambit of, the Resource Conservation and Recovery Act, or any similar federal, state, or local statute,

ordinance, requirement, or other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar federal, state, or local statute, ordinance, requirement, or other environmental law, or (3) the discharge of pollutants or waste into the air or any emissions which would require a permit under the Federal Water Pollution Control Act, the Clean Air Act, or any similar federal, state, or local statute, ordinance, requirement, or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, any so-called "Superfund" site or "Super" Lien law, or any other federal, state or local statute, ordinance, code, rule, regulation, order, or decree now or hereafter in force regulating, relating to, or imposing liability or standards on conduct concerning any hazardous, toxic, or dangerous waster, substances, materials, contaminants, and pollutants.

Lessee expressly assumes the risk and responsibility for any hazardous material introduced during the term of this Agreement onto the leased premises as a direct result of Lessee's use and occupancy of the leased premises, and shall hold harmless the Lessor, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) directly arising out of the use, storage, or disposal of hazardous materials on the leased premises by Lessee, and (2) including, without limitation, the cost of any required or necessary repairs, remediation, or other efforts, to the full extent that such action is attributable to the presence or use, storage, release, or disposal of hazardous materials as a direct result of Lessee's use or occupancy of the leased premises.

## XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## XXI. MISCELLANEOUS

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

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

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate this Agreement, and to reenter and repossess said land and facilities thereon, excluding any equipment, storage tanks, or other personal property of Lessee which shall remain the property of Lessee, and hold the same as if said agreement had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

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

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of the Agreement.

F. CONSTRUCTION. This Agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this Agreement shall be made in a Court

of competent jurisdiction against the interests of any party to the Agreement on the basis that the party had primary responsibility for drafting the Agreement.

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

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

I. ACCESS LOOP: Lessee recognizes that access to the demised property is made from an access loop that extends from Mustang Street. Although part of this loop is located within the demised premises, Lessee understands that it shall in no way fence, block or otherwise obstruct the public from using the access loop.

J. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the Leased Premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

K. CORPORATE AUTHORITY. Any individual or individuals executing the within document on behalf of any corporation which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

L. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

## XXII. NOTICES

All notices under this 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:

| | |
|---|---|
| LESSOR: | City of Pocatello<br>Attn: Airport Manager<br>P.O. Box 4169<br>Pocatello, ID 83205 |
| LESSEE: | AmeriGas Propane, L.P.<br>d/b/a V-1 Propane<br>P.O. Box 965<br>King of Prussia, PA 19482 |

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

## XXIII. ATTORNEYS FEES UPON BREACH

In the event it becomes necessary for either party to enforce the terms of this agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is $150.00 per hour

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

CITY OF POCATELLO, a municipal corporation of Idaho

_____

BRIAN C. BLAD, Mayor

ATTEST:

_____

KONNI KENDELL, City Clerk

LESSEE:
AMERIGAS PROPANE, L.P., d/b/a
V-1 PROPANE
By: AmeriGas Propane GP, LLC, its general partner

_____
TOM McMAHON, Vice President of Field Operations

STATE OF IDAHO )
:ss
County of Bannock )

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL) _____
NOTARY PUBLIC FOR IDAHO
Residing in: Pocatello, Idaho
My Commission Expires: _____

STATE OF CALIFORNIA )
:ss
County of _____ )

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Tom McMahon, known to me to be the Vice President of Field Operations and authorized agent of Amerigas Propane GP, LLC, general partner of AmeriGas Propane, L.P., d/b/a V-1 Propane, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said partnership.

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

(SEAL) _____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCATELLO AND AMERIGAS PROPANE GP, LLC, A LIMITED LIABILITY COMPANY OF DELAWARE, D/B/A/ V-1 PROPANE. FOR THE LEASE OF CERTAIN REAL PROPERTY; DECLARING THE PROPERTY NOT NEEDED FOR CITY PURPOSES; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST SAID LEASE AGREEMENT ON BEHALF OF THE CITY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, on March 7, 2024, the City of Pocatello and Heritage Operating, L.P. d/b/a V-1 Propane, renewed their Lease Agreement for the purpose of bulk storage of propane; and

WHEREAS, V-1 Propane is currently operating under AmeriGas Propane L.P.; and

WHEREAS, V-1 Propane has hereto conducted its business under a Lease Agreement which expires May 31, 2025, and desires to continue its business at the hereinafter described land at the Pocatello Regional Airport; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

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

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

CITY OF
POCATELLO

Science & Environment Division

# Executive Summary

**TO:** Mayor and City Council

**FROM:** Hannah Sanger, Science & Environment Division Manager

**DATE:** May 1, 2025 Council Meeting

**RE:** Harmony Engineering Contract

**Staff request that Council authorize the Mayor's signature, subject to legal department approval, on a contract extension with Harmony Engineering for $98,000+ Cultural Resources Time and Materials to complete the design of the Centennial-Rainey Park project. This work is funded by a Bureau of Reclamation Watersmart Grant, ARPA, and EPA Grant.**

**BACKGROUND**

The City of Pocatello initially signed a contract with Harmony Engineering in 2019 to begin work on the Centennial/Rainey Park design. The levee design and permitting process in particular has been more costly than originally estimated. The proposed contract will complete the design work, including:

- Final Design of Parks, Wetland, and Levees
- Final USACE 408 permitting
- Levee Certification and CLOMR
- Cultural Resources

This design work is targeted to be completed by March 2026, with construction beginning in 2026 and finishing in 2027.

911 N 7th Avenue
Pocatello, ID 83201

Office: (208) 234-6225
www.pocatello.gov

# MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with Harmony Design and Engineering – Request #4 (Enviro)
DATE: April 2, 2025

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. The City has entered into similar agreements in the past.

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

# ADDITIONAL SERVICE REQUEST #4

HARMONY
DESIGN & ENGINEERING

**Date:** 3/22/2025
**Project Name:** **Centennial-Rainey Levee Setback Project**
**Project Number:** **19010**

## DESCRIPTION OF SERVICES

This scope of services includes additional time needed to account for ongoing meetings for 408 permitting, SAR coordination, additional coordination with USACE, levee redesign to accommodate the existing bridge, geotechnical work for the CLOMR submittal, and additional stormwater facilities and wetlands design.

### Task 5 – Final Design (100%) Parks, Stormwater, and Wetlands

This task includes additional design for stormwater retention basin and wetlands for Rainey Park and additional details for park improvements and site amenities.

### Task 5a – Final Design (100%) Levee

This task includes design revisions needed for the levee to avoid reconstruction of the existing pedestrian bridge including consultation with bridge structural engineer and changes to the plans per SAR reviews.

### Task 6 – Final USACE 408, Project Management and Permitting

This task includes additional project management needed to meet with BOR and other federal agencies, SAR review, and additional coordination due to delays in permitting.

### Task 7 – Levee Certification and CLOMR

This task includes providing additional information and support from Strata for the MT-2 submittal per conversations with FEMA reviewers.

### Task 8 – Cultural Resources

This task includes work by Cannon Heritage Consultants for cultural resource work as required by the City, BOR, and granting agencies. This task will be completed on a T&M basis with costs passed through to the city.



Harmony Design and Engineering
P.O. Box 369, Driggs, ID 83422
208-354-1331(tel)

## Fee

Fees will be paid on a Time and Materials basis in accordance with our current standard rates, except that subconsultants will not be charged at cost plus 10%. Not-to-exceed amounts for the Scope of Services is as follows. Harmony reserves the right to distribute budget between tasks as necessary as long as the overall contract amount is not exceeded. The costs shown below are valid for up to 2 years from the date of this contract.

| Task | Original Contract | Add Service 3 | Add Service 4 |
|---|---|---|---|
| Task 5 – Final Design Parks/Wetlands | $ 58,000 | $21,000 | $40,000 |
| Task 5a – Final Design Levee | included in Task 5 | | $18,000 |
| Task 6 – Final USACE 408 & Permitting | $ n/a | $59,000 | $25,000 |
| Task 7 – Levee Certification and CLOMR | | $60,000 | $15,000 |
| Task 8 – Cultural Resources | | | T&M |
| **Total Add Service 4** | | **$98,000 + Cultural Resources T&M** | |

THE SERVICES ABOVE ARE SUBJECT TO THE STANDARD PROVISIONS OF THE ORIGINAL CONTRACT AND AGREEMENT EFFECTIVE June 3, 2021 WITH CURRENT HOURLY RATES AS ATTACHED.

**Client:** City of Pocatello

Signed: _____

Printed name: Brian C. Blad, Mayor

Date Signed: _____

**Harmony Design & Engineering**

Signed: _____

Title: _____

Date Signed: _____



Harmony Design and Engineering
P.O. Box 369, Driggs, ID 83422
208-354-1331(tel)

HARMONY
DESIGN & ENGINEERING

# SCHEDULE OF RATES

(Exhibit A)

## PROFESSIONAL SERVICES

| | |
|---|---|
| Principal Engineer/Landscape Arch | $ 198 /hr |
| Senior Project/Survey Manager | $ 180 /hr |
| Professional Engineer II | $ 166 /hr |
| Professional Engineer I | $ 156 /hr |
| Professional Landscape Architect II | $ 166 /hr |
| Professional Landscape Architect I | $ 156 /hr |
| Planner/Engineer/Designer | $ 142 /hr |
| Professional Land Surveyor | $ 170 /hr |
| Surveyor II | $ 140 /hr |
| Surveyor I | $ 122 /hr |
| Survey Technician | $ 103 /hr |
| GIS/CAD Drafter | $ 103 /hr |
| Landscape Architect Technician | $ 103 /hr |
| Administration | $ 92 /hr |
| Expert Witness | $ 410 / hr |

## DIRECT EXPENSES & FEES

| | | | |
|---|---|---|---|
| Print, B&W (8 ½"x11") | $ 0.35 /copy | Lath/Hubs/Stakes | $ 1.70 ea. |
| Print, B&W (11x17") | $ 0.55 /copy | Spikes | $ 2.80 ea. |
| Print, Color (8 ½"x11") | $ 1.45 /copy | Mag nail | $ 0.65 ea. |
| Print, Color (11x17") | $ 2.85 /copy | Steel fence post | $ 16.00 ea. |
| Print, B&W (24x36") | $ 8.00 /sheet | Rebar/Control Point | $ 7.00 ea. |
| Print, Color (24x36") | $ 24.00 /sheet | Rebar & Aluminum cap | $ 13.00 ea. |
| Print, B&W Mylar | $ 24.00 /sheet | Flagging | $ 3.50 /roll |
| Mileage | $ 0.95 /mile | Marking Paint | $ 8.00 /can |
| Trimble GPS | $ 60.00 /hr | Aluminum pipe mon | $ 66.00 ea. |
| Robotic Total Station | $ 60.00 /hr | Bailer | $ 10.00 ea. |
| Field Meter | $ 30.00 /hr | Nitrate/Nitrite Test Strips | $ 3.00 ea. |
| Sounder | $ 30.00 /hr | | |

Reimbursable expenses such as outside reproduction, deliveries, postage, sub-consultant fees, fees paid on behalf of the client, and travel costs are charged as listed above or at cost plus 10%.

*These Professional Service Rates are considered confidential and shall not be released to a third party without written permission of Harmony Design, Inc.*
*Rates are subject to change.*

*Effective January 1, 2025*



Harmony Design and Engineering
P.O. Box 369, Driggs, ID 83422
208-354-1331(tel)

MARSHALL
PUBLIC LIBRARY

Agenda Item #13

**Executive Summary**

**To:** Mayor Blad and City Council

**From:** Trina Bonman, Associate Director

**Re:** ByWater Solutions Contract

Marshall Public Library staff recommend City Council authorize Mayor Blad to sign a contract with ByWater Solutions for ongoing support of KOHA Integrated Library System software. Currently the library has an agreement with the Library Consortium of Eastern Idaho to provide access/support through ByWater Solutions to KOHA ILS software. However, as the Consortium has grown, there have been consistent issues with sharing the system among the membership. MPL staff have come to the decision that it will serve staff and patrons better to "host" our own access to KOHA. The Marshall Public Library's share of the total cost of KOHA access is currently $3,958 per year. Moving to our own contract will increase the cost to $9,028 per year. However, we will be able to have a more customized product that we will be able to have full control over. There are funds in the library's maintenance agreement budget to cover the increased cost. The contract would start at the beginning of the new budget year, October 1st 2025.

113 S Garfield Ave
Pocatello, ID 83204
(208) 232-1263
www.marshallpl.org

# MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 18, 2025

RE: ByWater Solutions Contract

I have reviewed the ByWater Solutions contract. I have no legal concerns with the Council approving the contract and authorizing the Mayor to sign the contract.

Please let me know if you have any questions or concerns.

## *CONTRACT FOR SERVICES*

This Contract for Services ("Contract") is made effective as of 4/28/2025, by and between Marshall Public Library of Pocatello, ID 83204 (“Client”), and ByWater Solutions LLC, of Santa Barbara, California 93102 (”ByWater”).

1. TERM. The service term shall be effective from 10/1, 2025 to 10/1 2028. Upon completion of this initial term, the Contract will renew for additional two-year terms. Either party must notify the other in writing sixty (60) days prior to the end of the then-current Term of their intention to modify or discontinue the Contract. Increases of 4% or less to annual support and hosting fees by ByWater shall not constitute a modification of this Contract requiring further written agreement among the Parties so long as ByWater provides Client with notice of such increase no less than 60 days prior to the end of the then-current term.

2. DESCRIPTION OF SERVICES. ByWater will provide the Client the following services (collectively, the "Services"):

(a) Installation and Implementation of Koha Integrated Library System (“Koha”), including the migration of the Client’s current Koha MySQL database into Koha.
   (1) Testing of initial migration is the responsibility of the Client.
   (2) OPAC customization will include application of Client logos, preferred fonts and colors to ByWater template.

(b) Terms regarding technical support for the Client are as follows:
   (1) Critical support will be available (24) hours per day, 7 days per week. Critical support includes system failure or complete loss of access to the Koha system. Other support requests during hours in which the Client’s facility is closed will be addressed by level of importance; i.e. system failure dictates immediate response time, training questions will be addressed within 24 hours;
   (2) The support package will also cover software updates and Koha enhancements that may be applicable to the Client.

(c) Hosting for the Client’s data will be located in a remote cloud, and Service providers may change at any time, at the absolute and sole discretion of ByWater. Client acknowledges that upgrades and updates are required and will follow all published upgrade schedules. ByWater will not be responsible for force majeure events including natural disasters and communication line failures that may cause data corruption.

3. PAYMENT FOR SERVICES. In exchange for the Services the Client will pay ByWater according to the following schedule:

(a) Installation/Configuration: $500.00 payment invoiced upon signing of this Contract.

(b) Annual support and hosting fee: $9,020.00, due on or before 10/1 of each year, beginning on 10/1, 2025.

The Client is responsible for providing any tax exempt documentation to ByWater upon signing. Failure to do so may result in tax fees being applied to all invoices. Payments not received within 60 days of the due date will result in termination of support services until receipt of payment. Payment not received within 90 days of due date shall result in termination of hosting services until receipt of payment. Payments may be made via check and direct deposits (ACH). Alternate payment methods will result in a convenience fee based on a sliding scale. For avoidance of doubt, any delay in implementation of the Software requested or caused by the Client shall not be grounds for the Client to likewise delay payment of any fees then due and owing.

4. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by ByWater solely in connection with the Services will be the exclusive property of the Client. Upon request, ByWater will execute all documents necessary to confirm or perfect the ownership of the Client to the Work Product. All such Work Product developed on behalf of the Client will be made available under the terms of the open source license in effect for Koha at the time the code is written (currently GPL v3). A copy of the code will be given to the Client even though the code may be hosted. A good faith effort will be made both by the Client, and by ByWater at the coding stage, to integrate all code into the public, koha-community.org code base, or wherever the public code base may subsequently be located. Upon expiration or termination of this Contract, ByWater will: (a) return to the Client all records, notes, documentation and other items owned by the Client that were used, created, or controlled by ByWater during the term of this Contract; and (b) assist Client in exporting data from ByWater's data cloud to Client, at no additional charge.

5. CONFIDENTIALITY. ByWater, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of ByWater, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Client, except (a) if and to the extent the information is already a matter of public knowledge; (b) such disclosures as may be necessary to ByWater's attorney or accountant (collectively, "Permitted Confidants"); or (c) such disclosures as are required by law or by any litigation between the parties hereto with respect to this Contract. ByWater shall also timely require each of its Permitted Confidants to keep that information confidential. Before making any disclosure required by law, ByWater, or the Permitted Confidant, as the case may be, shall give Client as

much notice thereof as is legally permitted, along with a copy of the proposed disclosure. The foregoing duties of confidentiality shall survive the termination of this Contract.

6. RELATIONSHIP OF PARTIES. Client and ByWater agree that the status of ByWater is that of independent contractor, and not that of employee, principal, agent or joint venture partner of Client. Neither party has authority to enter into contracts or assume any obligations for or on behalf of the other party or to make any warranties or representations for or on behalf of the other party.

7. WARRANTY. ByWater shall provide the Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally accepted standards in ByWater's industry. Aside from the express warranties stated in this Contract, ByWater hereby disclaims any and all other warranties related to the products and services offered under this Contract, including but not limited to warranties of non-infringement, merchantability or fitness for a particular purpose, and whether such warranties are oral or written, express or implied. ByWater does not in any way warrant that Koha will operate without interruption or be error free. ByWater shall have no liability for damages resulting from the following, including, but not limited to: hosting inoperability, interruption due to product or delivered software malfunction (provided that regular daily backups are conducted by ByWater), loss of profits, goodwill, damage or loss of data, or any other indirect, special or consequential damages suffered by Client.

8. REMEDIES. If Client or ByWater fails to perform its obligations under this Contract, the non-breaching party shall have the right to terminate the Contract and to seek whatever remedy may be available to it, either in law or in equity. In the event that a claim or cause of action arises out of the interpretation, performance, or breach of this contract, the prevailing party shall be entitled to a reasonable attorney's fee in addition to costs of suit. The parties hereto hereby consent to the personal jurisdiction and venue of the State of Idaho with respect to any claim or cause of action arising from this Contract, and hereby waive any objection to such venue based upon the doctrine of forum non conveniens.

9. LIMITATION OF LIABILITY.

(a) EXCEPT AS OTHERWISE PROVIDED IN SECTION 9(b), BYWATER WILL HAVE NO LIABILITY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL,OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS CONTRACT OR THE PRODUCTS AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT, LOSS, INACCURACY, OR DESTRUCTION OF INFORMATION OR DATA COLLECTED, STORED, DISTRIBUTED, OR MADE AVAILABLE VIA THE PRODUCTS AND SERVICES, CLIENT'S USE OR INABILITY TO USE THE PRODUCTS AND SERVICES, ANY CHANGES TO OR INACCESSIBILITY OF THE PRODUCTS AND SERVICES, ANY DELAY OR FAILURE OF THE SERVICES, OR FOR

LOST PROFITS, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. IN ANY EVENT, EXCEPT AS OTHERWISE PROVIDED IN SECTION 9(b), BYWATER'S LIABILITY TO CLIENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION WILL BE LIMITED TO THE AMOUNT CLIENT ACTUALLY PAID BYWATER FOR THE INDIVIDUAL BYWATER PRODUCTS OR SERVICES COVERED UNDER THIS CONTRACT. FEES UNDER THIS CONTRACT ARE BASED UPON THIS ALLOCATION OF RISK. THIS SECTION WILL NOT APPLY TO DAMAGES THAT CANNOT BE LIMITED OR EXCLUDED BY LAW (IN WHICH EVENT THE LIABILITY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED).

(b) THE LIMITATIONS SET FORTH IN THIS SECTION 9 SHALL NOT APPLY TO:

(i) DAMAGES OR LIABILITIES ARISING FROM MATERIAL BREACH UNDER SECTION 4, SECTION 5, OR SECTION 7; OR
(ii) DAMAGES OR LIABILITIES ARISING FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS OR WILLFUL MISCONDUCT OF BYWATER IN PERFORMING ITS OBLIGATIONS UNDER THIS CONTRACT.

10. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other Contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral Contracts between the parties.

11. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable, provided that no party is, as a result thereof, deprived of its substantial benefits under this Contract. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

12. AMENDMENT. This Contract may only be changed, modified, amended or discharged by a Contract in writing executed by the parties hereto.

13. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Idaho.

14. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

15. ASSIGNMENT. The Client may not assign or transfer this Contract without the prior written consent of ByWater.

16. BINDING EFFECT. This Contract shall inure to the benefit of and be binding upon the parties named herein and their respective heirs, successors and assigns.

17. EXECUTION. This Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.

18. FORCE MAJEURE. Neither ByWater nor Client shall be liable to the other for loss, damage, or delay in the work caused by war, riot, the act or order of any competent civil or military authority, strikes, unauthorized work stoppage or by rain, fire, flood, act of God, epidemic, and CDC recognized pandemic or by any similarly unpredictable and superseding cause which is unavoidable and beyond its reasonable control. In addition, ByWater is not liable for loss or damage suffered by the Client or any third party not caused by the employees, agents or equipment of ByWater.

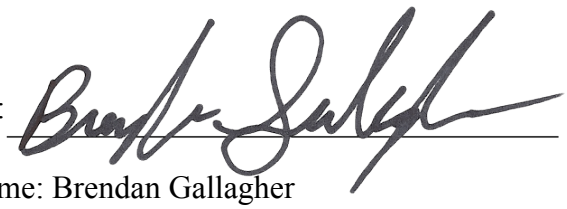
MARSHALL PUBLIC LIBRARY

By: _____

Name: _____
Title: _____

Date: _____

BYWATER SOLUTIONS LLC

By: 

Name: Brendan Gallagher
Title: Chief Executive Officer
Duly Authorized

Date: 4/16/2025

CITY OF POCATELLO

Fleet Services Department

Agenda Item #14

# MEMO

DATE: April 8, 2025

TO: Mayor Brian Blad

FROM: Tom Kirkman, Director of Public Services

SUBJECT: Recommendation for Sealing Oils – Piggyback

It is my recommendation that Street Services piggyback the awarded contract resulting from Power County's February 3, 2025 road oils bid for the following materials from Idaho Asphalt Supply, Inc. as part of Street Service's 2025 Pavement Maintenance Program:

| Material | Tonnage | Price Per Ton | Total Cost |
|---|---|---|---|
| CSS-1H DIL 50/50 | ~70 Tons | $467 ($487 FOB job site) | ~$32,690 - $34,090 |
| Quickseal 50 | ~80 Tons | $445 ($465 FOB job site) | ~$35,600 - $37,200 |

Idaho Asphalt Supply, Inc. was the lowest, responsive bidder for Power County and has agreed to allow City of Pocatello Street Services to piggyback the material upon your approval. The amount has been budgeted for in Street Service's FY2025 budget.

The relevant paperwork from Idaho Asphalt Supply, Inc. to honor the piggyback prices is attached hereto. Council may wish to authorize the Mayor to sign the necessary documents to effectuate the procurements.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6155
www.pocatello.gov

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 15, 2025

Re: Piggyback purchase of Sealing Oils from Idaho Asphalt Supply, Inc.

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I have reviewed the above referenced documents relating to the piggyback the purchase of sealing oils from a bid approved by the Power County Highway District, and have no legal concerns with Council approving the piggyback purchase, as allowed by Idaho Code §67-2803(1), and authorizing the Mayor to sign the contract effectuating the purchase.

# Idaho Asphalt Supply, Inc.

Asphalts • Road Oil
P.O. Box 941, Blackfoot ID 83221-0941
Phone: (208) 785-1797 Fax: (208) 785-1818

**IAS CONTRACT No:** 34033

**DATE:** 2/13/2025

**PROJECT #:**

**PROJECT:** Year 2025 Road Oils
**BUYER:** POCATELLO, CITY OF

**DATE OF BID LETTING:** February 03, 2025

**STREET ADDRESS OR SITE:**
2405 Garrett Way
Pocatello, ID 83201

**OWNER:**

**1. Project Details.** Idaho Asphalt Supply, Inc ("Seller") agrees to sell and deliver to POCATELLO, CITY OF ("Buyer"), or cause to be sold and delivered to Buyer asphalt product(s) of the kinds and quantities (the "Products") listed below and under the terms and conditions set forth in this Agreement, and Buyer agrees to purchase and receive and pay for the same, for use by Buyer on the above Project, on the terms and conditions herein stated:

| PRODUCT | QUANTITY (Tons) | UNIT PRICE Excluding Sales Tax | Effective Thru | FREIGHT Per Ton | F.O.B. |
|---|---|---|---|---|---|
| CSS-1H 50:50 Dilute | 33.00 | $467.00 | 10/31/2025 | $20.00 | Blackfoot |
| Quickseal 50 | 100.00 | $445.00 | 10/31/2025 | $20.00 | Blackfoot |
| DISTRIBUTOR SERVICE<br>$2,500.00 Minimum Charge | | $56.00/TON or<br>$300.00/HR<br>(Whichever is Greater) | | | |

**Special Contract Provisions:**

Pricing "piggybacks" awarded offering to the Commissioners of the Power County Highway District on February 03, 2025 and will remain firm for the 2025 season. Fuel surcharge on freight will be assessed once the e.i.a. diesel fuel index for the Rocky Mountain region meets and exceed $3.10/gallon

**2. Price Terms.** The price for the above Products is valid through the **2025** season and is based upon product(s) sold by Seller FOB one of Seller's facilities. Seller reserves the right to supply product(s) from any of Seller's or its affiliated facilities.

**3. Adjustments for Escalation.** If a price escalation for the Products subject to this Agreement occurs automatically or is invoked by Seller or Buyer in accordance with state contract specifications, Buyer agrees to pay Seller, or pass directly through to Seller, the amount of such escalation in addition to the prices above within fifteen (15) days of Buyer's receipt of such escalation. Buyer will provide Seller with all information pertinent to escalation. Escalation/de-escalation amounts will be reconciled monthly and invoiced as a debit/credit based on monthly shipping reports.

**4. Schedule.** Buyer and Seller shall agree in writing to a delivery schedule at least thirty (30) days prior to commencement of the Project. Proposed changes to the project delivery schedule must be submitted to Seller in advance via facsimile or electronic mail and will be fulfilled at the discretion of Seller; Seller shall not be responsible for delay or back charges resulting from such schedule changes. Buyer shall provide to Seller a written order for all Products to be delivered by Seller at least one (1) week prior to the requested delivery date. If Buyer does not take delivery of ordered product in accordance with the delivery schedule, Buyer may be held responsible for Seller's costs for said product, including, but not limited to: manufacturing, additive, storage and reprocessing costs. Buyer shall notify Seller immediately of any Project change orders or anticipated volume changes for which the changes are in excess of ten percent (10%) of the original order. Quantities deleted in excess of 10% of the original order may be subject to restocking fees or reprocessing costs while quantity overruns exceeding 10% of the original order are subject to re-pricing based on current market conditions.

**5. Payment/Billing.** Seller shall submit to Buyer an invoice, sent to the address indicated above, evidencing amounts due pursuant to this Agreement (the "Invoice"). Invoice amount(s) are due and payable by **the 15th of following month**. Buyer shall submit a copy of each invoice or invoice number with payment. Any invoice amounts not paid in accordance with the terms stated above shall bear interest at a rate of 1¾% per month from and as of the due date. In the event payment is not received as stated above Seller may, at its discretion, suspend further shipment(s) to Buyer. Buyer does not have the right to offset for any reason.

Bid Number: 33936 Buyer Initials _____ Contract # 34033

**6. Specifications - Seller's Limited Liability.** The Products will conform to the specifications of Idaho Transportation Department. Conformity of the Products to such specifications shall be determined by Seller's certified test results at the point of title transfer. Buyer agrees to strictly adhere to Sellers Product Handling Guidelines. In the event anti-strip is added to any product at the request of Buyer, Seller shall not be responsible for any resulting non-conformance of the product. IN THE EVENT PRODUCT IS DELIVERED TO BUYER THAT DOES NOT CONFORM TO THE AGREEMENT SPECIFICATIONS AT THE POINT OF TITLE TRANSFER, THE EXTENT OF SELLER'S LIABILITY IS EXPRESSLY LIMITED TO THE COST OF REPLACEMENT OF ANY SUCH NON-CONFORMING PRODUCT. SELLER SHALL NOT BE LIABLE TO BUYER OR A THIRD PARTY FOR ANY OTHER DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. BUYER SHALL BEAR THE BURDEN OF PROOF THAT THE PRODUCTS FAILED TO CONFORM TO THE APPLICABLE SPECIFICATIONS AT THE POINT OF TITLE TRANSFER.

**7. Product Return Policy.** Products may only be returned upon Seller's written approval. In the event Seller agrees in writing to accept the return of any Product, Buyer shall be responsible for the full transportation costs, including, without limitation, restocking fees on the returned Product and, in the event of transportation arranged by Seller, any incidental charges as set forth under Paragraph 8. In the event Seller agrees to accept return of contaminated and/or diluted material, Buyer shall be responsible for all reprocessing and/or additional chemical costs.

**8. Seller-Arranged Transport.** If Seller agrees to arrange for transportation of the Product by a carrier, additional charges will apply, including, freight/transportation charges, which are a separate item. Product shall be shipped by any carrier designated by Seller. Delivery of quantities less than **30**-tons will result in minimum freight charges. Where specified, freight prices are subject to a fuel surcharge at the time of delivery. A surcharge schedule is available upon request. Buyer agrees to pay the following additional charges as invoiced: (i) Unloading fees in excess of **3.00** hours, **$150.00** per hour, (ii) Overnight holdover fee, **$450.00** per night, (iii) Restocking fee on returned product, **$250.00**, (iv) Multiple location unload fee, **$200.00** per each additional site, Equipment charge for jobsite pump-off flat fee, each occurrence (no polymer modified asphalts) **$150.00.** Truck hold fee for each truck placed on hold at the plant by the customer in excess of **2.00**hours, $**150.00** per hour. Freight charges will be assessed and invoiced at 50% of the quoted freight rate per ton for returned product.

**9. Buyer-Arranged Transport.** Unless Seller agrees to arrange for the transportation of the Product in writing, Buyer shall be responsible for arranging the transportation of the Product. Buyer agrees to provide to Seller all Seller required insurance documentation for carrier to access any Seller facility.

**10. Bond Disclosure.** Upon written request by Seller, Buyer agrees to provide a copy of the applicable contractor's bond or payment bond, which shall include the name and address of the general contractor and the owner of the property.
.

**11. Transfer of Title/Risk of Loss.** Title and risk of loss for the Products transfers to Buyer at the loading flange of Seller's facility.

**12. Seller's Right to Lien.** Seller is entitled to full lien and other rights provided by law to a supplier or installer of materials for all Products supplied.

**13. Unfulfilled Agreement Penalty.** If Buyer has failed to take delivery of at least seventy-five percent (75%) of the contracted Product(s) by the end of the applicable delivery schedule, Buyer shall pay to Seller an amount equal to (a) the purchase price of the contracted Products that have not been delivered to Buyer, multiplied by (b) fifteen percent (15%) (the "Unfilled Agreement Penalty"). For purposes of this paragraph, the determination of the Unfilled Agreement Penalty shall exclude any Products requested by Buyer which Seller opted not to supply pursuant to Paragraph 14 of this Agreement.

**14. Termination.** Seller may terminate this Agreement if, in Seller's reasonable judgment, Buyer is unworthy of commercial credit or is in default of this Agreement. In addition, Seller may immediately terminate this Agreement and any other contract between the parties without advance notice in the event Buyer is in default for non-payment pursuant to this Agreement or any other agreement between the parties hereto.

**15. Force Majeure.** Seller shall be relieved from liability for failure to deliver the Products for the time, and to the extent, such failure is occasioned by: government regulation, shortage of transportation, raw materials and/or supplies, disruption or breakdown of production or transportation facilities or equipment, war, fire, explosion, riot, strike or other industrial disturbance, act of God, or Seller's inability, after reasonable diligence, to obtain necessary equipment, materials or supplies, in whole or in part, at reasonable prices in relation to the prices established herein, or by any other cause, whether or not listed above, which is beyond the reasonable control of Seller.

**16. Buyer's Indemnification of Seller.** Buyer agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Buyer's use of any Products

purchased under this Agreement. Buyer further agrees to defend and indemnify Seller against any private or public administrative or judicial inquiry or action brought under any local, state, or federal environmental laws or rules as a result of Seller's transport of any Product to a site selected or designated by Buyer.

**17. Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho without regard to conflicts-of-laws principles that would require the application of any other law. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may only be brought against a Party in the State courts sitting in Idaho Falls, Idaho or Federal courts siting in Pocatello, Idaho and each Party consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objections to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

**18. Integration.** This Agreement embodies the entire Agreement between Seller and Buyer and supersedes any prior agreement for the Project, whether oral or written.

**19. Fees and Costs.** Should Buyer default in the performance of any of the covenants or agreements contained herein, Buyer shall pay to Seller all costs and expenses, including but not limited to a reasonable attorney fees, including such fees on appeal, which Seller may incur in enforcing this Agreement or in pursuing any remedy allowed by law for breach hereof, whether such is incurred by the filing of suit or otherwise.

**20. Modifications, Waiver, and Assignment.** Modification of this Agreement is valid only if executed in writing by the parties hereto. Waiver of any breach by Seller or Buyer of any terms, conditions or obligations hereto shall not be deemed a waiver of subsequent breaches of the same or other nature. Buyer may not assign this Agreement or any interest herein without the prior written consent of Seller

**21. Ratable for Commercial HP Tons.** For commercial Hotplant contracts, Buyer agrees to take possession of Products in a Ratable fashion unless previous arrangements have been agreed to in writing by Seller. In the event Buyer does not take possession of Products in a Ratable fashion, Seller reserves the right to reduce any committed quantities upon providing 15 day advance written notice to Buyer. Seller recognizes that weather and seasonality may impact Buyer's delivery schedule.

**22. Enforceability.** In order to be enforceable, this Agreement must be executed and returned to Seller within ten (10) days of **2/13/2025** the date in the heading block. In the event Buyer accepts delivery of product from Seller without providing to Seller an executed copy of this Agreement, Buyer shall be deemed to have agreed to and accepted all of the terms and provisions of this Agreement and all product delivered to Buyer shall be subject to the terms and provisions of this Agreement to the same extent as if Buyer executed and delivered to Seller this Agreement. In the event of any conflict between the terms and provisions of this Agreement and any purchase orders or other documentation provided to Seller by Buyer, the terms and provisions of this Agreement shall take precedence and be controlling. Seller may, at its discretion, refuse to deliver product represented by this Agreement to Buyer until this Agreement has been executed in full by both parties.

BUYER:
POCATELLO, CITY OF

By: _____ Date: _____

SELLER:
Idaho Asphalt Supply, Inc

By: _____ Date: _____

Bid Number: 33936 Buyer Initials _____ Contract # 34033

# Notice for purchasing, Transporting and Spreading of Asphalt 2025

Notice is hereby given that Power County Highway District will hold a bid opening at 3090 Lamb Weston Road at American Falls, Idaho on **February 3rd, 2025 at 5:30 p.m.** at which time bids covering the following items will be publicly opened and read:

## Purchasing, Transporting and Spreading of Asphalt 2025

Complete contract documents, including specifications and requirements are available upon request from the Power County Highway District at 3090 Lamb Weston Road, American Falls, Idaho – Phone number 208-226-2661 between the hours of 8am to 5pm- Monday through Thursday. All communications relative to the work and bid are to be directed to the Road Oil District Supervisor, Bill Curry, at 208-226-2661.

Bids will be received until **5:25** pm on February 3rd, 2025. All bids sent by mail shall be addressed to the Power County Highway District, P.O. Box 513, American Falls, Idaho 83211, % Commissioner - Chairman, and shall be clearly marked **Purchasing, Transportation and Spreading of Asphalt 2025 Bid Opening.**

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District. All bidders are expected to familiarize themselves with the requirements of Chapter 40, Title 31 of the Idaho Code as amended covering bidding, bidder's security and expenditures by the County. Five percent (5%) bidder's security is required to be included with the bid.

ALL BIDDERS AGREE THAT REJECTION SHALL CREATE NO LIABILITY ON THE PART OF POWER COUNTY HIGHWAY DISTRICT BECAUSE OF SUCH REJECTION AND THE FILING OF ANY BID IN RESPONSE TO THIS INVITATION SHALL CONSTITUTE AN AGREEMENT OF THE BIDDER TO THESE CONDITIONS.

PUBLISHING DATE: January 15th, 2025, and January 22nd, 2025
BIDDING OPENING: February 3rd, 2025

Submitted by Idaho Asphalt Supply, Inc. February 3, 2025

# BID FORM

## OWNER'S RIGHTS RESERVED

The Power County Highway District Commissioners reserve the right to reject any or all bids or to award to the bidder as determined to be in the best interest of Power County Highway District.

## SPECIFICATION

All asphalt materials must meet the specifications outlined in the most recent Idaho Transportation Department's "Standard Specifications for Highway Construction" and must meet the most current ASTM standards for the specific material being delivered. The County may, at its discretion, randomly sample any or all loads to determine specifications compliance.

### PENALTY

A penalty of twenty five percent (25%) of the total purchase price will be deducted from each LOAD not meeting specifications.

## BIDDING RESPONSIBILITIES

The Bidder has carefully examined the specification and contract documents and also understands that all materials and services called for shall be for the bid price.

The Bidder will bill the different entities directly for any of the liquid asphalt and transportation ordered independently.

## PIGGYBACK

The Bidder recognizes and agrees that this bid is available to other government agencies in accordance with Idaho Code. Counties, Cities, Highway Districts may piggyback on this bid for the period of 45 days from the date of the bid opening to the changing nature of the oil prices.

## BID

The Bid is broken into sections. The product price is listed as Free on Board (FOB). The prices quoted are the product at Blackfoot, ID (you choose). If you bid on the freight, it is understood that the freight will be delivered anywhere in Power County. It is further understood that the freight price will be adjusted for each agency piggybacking off this bid. The spreading cost is a separate line item that may be used if needed. If there are additional or hidden costs, they must be disclosed at this time. The County has an option of accepting or awarding individual products, or segregating the bid by purchasing the oils, transportation, or spreading of the oil separately based upon the line item total from a Bidder for each agency.

## TRANSPORTATION BID

Delivery fee per ton delivered to Power County $ 29.75 /ton.

Bidder must attach an explanation discussing fuel surcharge rates and how they will be applied or transportation of the material.

## SPREADING BID

Spreading fee per ton of oil $ 56.00 /ton.

## ASPHALT BID ITEMS

Submitted by Idaho Asphalt Supply, Inc. February 3, 2025

Product Only: FOB Location Blackfoot, ID (you choose)
Prices do not include freight and is the price per ton on doc.

| Asphalt Type | $/Ton on Dock |
|---|---|
| MC-500 | $847.00 |
| MC-800 | $820.00 |
| CRS-2 | $563.00 |
| Quickseal 50 | $445.00 |

| Asphalt Type | $/Ton on Dock |
|---|---|
| CSS-1 DIL 50/50 | $467.00 |
| Quickseal 60/40 | $475.00 |
| | |
| | |

## ALTERNATIVE ASPHALT BID ITEM

If the bidder has a product that is not on the Asphalt Bid item listed above and would prefer to bid a product for piggyback purposes, the Bidder may place this below.

Product Only: FOB Location Blackfoot, ID (you choose)
Prices do not include freight and is the price per ton on doc.

| Asphalt Type | $/Ton on Dock |
|---|---|
| MC-250 | $870.00 |
| SC-800 | $820.00 |
| MC-3000 | $820.00 |
| CMS-2 | $585.00 |
| CMS-2P | $605.00 |
| CQS-1HP | $675.00 |
| CRS-2R | $595.00 |

| Asphalt Type | $/Ton on Dock |
|---|---|
| CRS-2P | $595.00 |
| CRS-3P | $625.00 |
| CSS-1 | $540.00 |
| CSS-1 DIL 70/30 | $485.00 |
| CSS-1H | $568.00 |
| CSS-1H-DIL | $467.00 |
| DP-1 | $593.00 |

| Asphalt Type | $/Ton on Dock |
|---|---|
| PMRE | $635.00 |
| | |
| | |
| | |
| | |
| | |
| | |

## SIGNATURE

By signing this bid, the Bidder acknowledges that they have carefully checked all of the above figures, have read and understand all the accompanying bid documents and specifications and understands that Power County and/or any other officer thereof will not be responsible for any errors or omissions on the part of the undersigned submitting the bid.

**Firm's Name** Idaho Asphalt Supply, Inc.

**Address** P.O. Box 50538 Idaho Falls, ID 83405

**Authorized Representative Signature**

**Title** Regional Account Manager

**Print Name** Adam Ackerman

**Date** February 3, 2025

PLEASE SEE ATTACHED FOR INCIDENTAL CHARGES.

# Power County Highway District

## 2025 Road Oil Bid

| No. | ITEM | QUANTITY | UNIT | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| 1. | MC-500 | 93 | Ton | $847.00 | $78,771.00 |
| 2. | MC-800 | 445 | Ton | $820.00 | $364,900.00 |
| 3. | CRS-2 | 965 | Ton | $563.00 | $543,295.00 |
| 4. | Alternate Quickseal 60/40 | 238 | Ton | $475.00 | $113,050.00 |
| 5. | CSS-1 Dilute 50/50 | 12 | Ton | $467.00 | $5,604.00 |

Total: $1,105,620.00

# IDAHO ASPHALT SUPPLY, INC.

ASPHALTS * ROAD OILS
P.O. Box 50538 Idaho Falls, Idaho 83405-0538
Phone: (208) 524-5871 Fax: (208) 524-1923


February 03, 2025

COMMISSIONERS OF THE POWER COUNTY HIGHWAY DISTRICT
3090 Lamb Weston Road
American Falls, ID 83211

RE: Attachment to the "Purchasing, Transportation and Spreading of Asphalt 2025" bid opening.

- All quotes will remain firm for the 2025 Road Oil season.
- All quotes are based on 30-ton minimum loads.
- Unloading time: 3 hours free, $150.00/hour thereafter.
- Overnight holdover: $450.00 per night.
- Returned oil will be billed at full freight to the job-site and ½ freight rate for returned product.
- Restocking charge for returned product: $250.00.
- Credit not given for anti-strip, altered or diluted products.
- Large distributor spreading charge: $56.00/ton or $300.00/hour whichever is greater. $2,500.00 Minimum Charge.
- Small distributor spreading charge: $300.00/hour portal to portal. $2,500.00 Minimum Charge.
- Truck hold fee for each truck placed on hold at the plant by the customer in excess of two hours, $150.00 per hour.
- Fuel surcharges will be assessed once the "e.i.a. Weekly Retail On-Highway Diesel Price" meets and exceeds $3.10/gal. A schedule is attached.
- The Power County Highway District will receive two invoices. One from Idaho Asphalt Supply, Inc. for the asphalt products (emulsions and cutbacks), the other from Johnny B. Transport for freight and distributor services.
- Idaho Asphalt Supply, Inc. reserves the right to "piggyback" at its sole discretion, based on asphalt availability and the provisions in accordance with Idaho Code.
- Due to the volatile nature of the asphalt market, Idaho Asphalt Supply, Inc. will not offer awarded prices after April 1, 2025.

Sincerely,

Adam Ackerman
Regional Sales Manager

# Johnny B. Transport

## Rocky Mountain Cost Fuel Surcharge Schedule 2024

## &

## e.i.a. Weekly Retail On-Highway Diesel Prices

https://www.eia.gov/dnav/pet/pet_pri_gnd_a_epd2d_pte_dpgal_w.htm

| Rocky Mountain Area | | |
|---|---|---|
| Week | Rate | % |
| 12/30/2024 | $3.370 | 4.64% |
| 1/6/2025 | $3.430 | 5.68% |
| 1/13/2025 | $3.399 | 5.16% |
| 1/20/2025 | $3.485 | 6.71% |
| 1/27/2025 | $3.431 | 5.68% |
| 2/3/2025 | $3.471 | 6.36% |
| 2/10/2025 | | |
| 2/17/2025 | | |
| 2/24/2025 | | |
| 3/3/2025 | | |
| 3/10/2025 | | |
| 3/17/2025 | | |
| 3/24/2025 | | |
| 3/31/2025 | | |
| 4/7/2025 | | |
| 4/14/2025 | | |
| 4/21/2025 | | |
| 4/28/2025 | | |
| 5/5/2025 | | |
| 5/12/2025 | | |
| 5/19/2025 | | |
| 5/26/2025 | | |
| 6/2/2025 | | |
| 6/9/2025 | | |
| 6/16/2025 | | |
| 6/23/2025 | | |
| 6/30/2025 | | |
| 7/7/2025 | | |
| 7/14/2025 | | |
| 7/21/2025 | | |
| 7/28/2025 | | |
| 8/4/2025 | | |
| 8/11/2025 | | |
| 8/18/2025 | | |
| 8/25/2025 | | |
| 9/1/2025 | | |
| 9/8/2025 | | |
| 9/15/2025 | | |
| 9/22/2025 | | |
| 9/29/2025 | | |
| 10/6/2025 | | |
| 10/13/2025 | | |
| 10/20/2025 | | |
| 10/27/2025 | | |
| 11/3/2025 | | |
| 11/10/2025 | | |
| 11/17/2025 | | |
| 11/24/2025 | | |
| 12/1/2025 | | |
| 12/8/2025 | | |
| 12/15/2025 | | |
| 12/22/2025 | | |
| 12/29/2025 | | |
| 1/5/2026 | | |

| Schedule Basis ($/Gallon) | |
|---|---|
| | $ 3.10 |
| Fuel | |
| $/Gallon | Surcharge % |
| $ 3.15 | 0.86% |
| $ 3.20 | 1.72% |
| $ 3.25 | 2.58% |
| $ 3.30 | 3.44% |
| $ 3.35 | 4.30% |
| $ 3.40 | 5.16% |
| $ 3.45 | 6.02% |
| $ 3.50 | 6.88% |
| $ 3.55 | 7.74% |
| $ 3.60 | 8.60% |
| $ 3.65 | 9.46% |
| $ 3.70 | 10.32% |
| $ 3.75 | 11.18% |
| $ 3.80 | 12.04% |
| $ 3.85 | 12.90% |
| $ 3.90 | 13.76% |
| $ 3.95 | 14.62% |
| $ 4.00 | 15.48% |
| $ 4.05 | 16.34% |
| $ 4.10 | 17.20% |
| $ 4.15 | 18.06% |
| $ 4.20 | 18.92% |
| $ 4.25 | 19.78% |
| $ 4.30 | 20.64% |
| $ 4.35 | 21.50% |
| $ 4.40 | 22.36% |
| $ 4.45 | 23.22% |
| $ 4.50 | 24.08% |
| $ 4.55 | 24.94% |
| $ 4.60 | 25.80% |
| $ 4.65 | 26.66% |
| $ 4.70 | 27.52% |
| $ 4.75 | 28.38% |
| $ 4.80 | 29.24% |
| $ 4.85 | 30.10% |
| $ 4.90 | 30.96% |
| $ 4.95 | 31.82% |
| $ 5.00 | 32.68% |
| $ 5.05 | 33.54% |
| $ 5.10 | 34.40% |
| $ 5.15 | 35.26% |
| $ 5.20 | 36.12% |
| $ 5.25 | 36.98% |
| $ 5.30 | 37.84% |
| $ 5.35 | 38.70% |
| $ 5.40 | 39.56% |
| $ 5.45 | 40.42% |
| $ 5.50 | 41.28% |
| $ 5.55 | 42.14% |
| $ 5.60 | 43.00% |
| $ 5.65 | 43.86% |
| $ 5.70 | 44.72% |
| $ 5.75 | 45.58% |
| $ 5.80 | 46.44% |
| $ 5.85 | 47.30% |
| $ 5.90 | 48.16% |
| $ 5.95 | 49.02% |
| $ 6.00 | 49.88% |
| $ 6.05 | 50.74% |
| $ 6.10 | 51.60% |
| $ 6.15 | 52.46% |

# Power County Highway District

Tel 208.226.2661
Fax 208.226.5246

3090 Lamb Weston Rd.
PO Box 513
American Falls, ID
83211

pocohwy@co.power.id.us


February 12, 2025

Idaho Asphalt Supply
Adam Ackerman
P.O. Box 50538
Idaho Falls, ID 83405

Dear Adam,

Thank you so much for submitting your Road Oil bid to the Power County Highway District. We are pleased to announce that you are the successful bidder this year. As always we really appreciate your response and look forward to working with you this year.

Sincerely,

Angela Munk
District Clerk

cc. aackerman@idahoasphalt.com


Robert N. Wetzel
Commissioner

Gilbert Hofmeister
Commissioner

Wade Povey
Chairman

CITY OF POCATELLO

Fleet Services Department

Agenda Item #15

# MEMO

DATE: April 4, 2025

TO: Mayor Brian Blad

FROM: Tom Kirkman, Director of Public Services

SUBJECT: Recommendation for Asphalt & Related Materials

It is my recommendation that the City of Pocatello Street Services and Water Department piggyback the City of Pocatello's 2023 bid for Superpave HMA and aggregate as follows from Mickelsen Construction for their 2025 pavement maintenance season.

| Material | *Est.* Tonnage | Price/Ton | *Estimated* Cost |
|---|---|---|---|
| Superpave HMA | 21,000 | $74.25 | $1,559,250 |
| ¾" Road Base | 10,000 | $7.50 | $75,000 |
| ½" Commercial Bedding | 7,000 | $5.75 | $40,250 |
| Clean Anti-Skid | 2,000 | $7.00 | $14,000 |
| **ESTIMATED TOTAL** | | | **$1,688,500** |

Mickelsen Construction has agreed to allow the City to piggyback these prices upon your approval. These costs have been budgeted for in Street and Water Department's FY2025 budgets. Council may wish to authorize the Mayor to sign the necessary documents to effectuate the purchase.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6155
www.pocatello.gov

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 15, 2025

Re: Piggyback purchase of Asphalt & Related Materials

---

I have reviewed the above referenced documents relating to the piggyback procurement of Superpave HMA and aggregate from Mickelsen Construction. These materials were previously bid by the City of Pocatello in 2023 and awarded to Mickelsen Construction, and I have no legal concerns with Council approving the purchase, as allowed by Idaho Code §67-2803(1), and authorizing the Mayor to sign the contract effectuating the purchase.

**SUPERPAVE ASPHALT MIXTURE & RELATED MATERIALS PROCUREMENT AGREEMENT**

This agreement for Superpave Asphalt Mixture & Related Materials is hereby entered into this _____ day of May 2025, between Mickelsen Construction, Inc. ("Contractor") and the City of Pocatello ("City"). The parties agree as follows:

1. The Contractor shall provide the following material in accordance with all bid specifications, as described below for the contract period of May 2025 – March 2026.

Material Description: Superpave HMA, ½", PG 58-28
*Estimated* Quantity: 21,000 Tons
Cost per Ton: $74.25
Pickup Location (Supply Point): 1908 Tank Farm Road, Pocatello, Idaho 83204

Material Description: ¾" Road Base
*Estimated* Quantity: 10,000 Tons
Cost per Ton: $7.50
Pickup Location (Supply Point): 1908 Tank Farm Road, Pocatello, Idaho 83204

Material Description: ½" Commercial Bedding
*Estimated* Quantity: 7,000 Tons
Cost per Ton: $5.75
Pickup Location (Supply Point): 1908 Tank Farm Road, Pocatello, Idaho 83204

Material Description: Clean Anti-Skid
*Estimated* Quantity: 2,000 Tons
Cost per Ton: $7.00
Pickup Location (Supply Point): 1908 Tank Farm Road, Pocatello, Idaho 83204

2. Contractor shall allow the City of Pocatello to dump certain materials at their site for the cost of $0.00 per ton for the contract period, including, but not limited to, asphalt supply waste, street sweepings, dirt, gravel, and concrete.

3. All Contractor's materials listed herein shall meet or exceed all requirements listed in the City of Pocatello's original *Invitation to Bid Superpave Asphalt Mixture & Related Materials.*

4. Contractor shall make material available to the City of Pocatello for pick up in quantities of ten (10) tons or more.

5. Contractor shall make material available for pick up within six (6) hours of notification from the City of Pocatello.

6. Contractor shall inform the City Street Operations Department immediately in the event of a plant breakdown, maintenance, or other incident that will disrupt their ability to provide the material.

7. Upon each request of the City, Contractor shall furnish a belt scale printout verifying that the plant is introducing RAP at the percentage approved in the mix design.

8. The tonnage amounts listed herein are estimate figures and shall not be construed, in any way, as a commitment on the part of the City of Pocatello to purchase like amounts during the contract period.

9. Contractor acknowledges that the tonnage amounts are subject to change based on the City's needs throughout their pavement maintenance season, and hereby agrees to provide materials in amounts that may be under or over the estimated ranges without penalty to the City.

_____ _____

Signature Date

By: Mickelsen Construction, Inc.

_____ _____

Signature Date

By: City of Pocatello

Public Works Annex
2405 Garrett Way
Pocatello, Idaho 83201
208.234.6250
Fax 208.478.7152

## SUPERPAVE ASPHALT MIXTURE & RELATED MATERIALS PROCUREMENT AGREEMENT

This agreement for Superpave Asphalt Mixture & Related Materials is hereby entered into this 11th day of May, 2023, between Mickelsen Construction, Inc. ("Contractor") and the City of Pocatello ("City"). The parties agree as follows:

1. The Contractor shall provide the following material in accordance with all bid specifications, as described below for the contract period of April 2023 – March 2024.

| | |
|---|---|
| Material Description: | Superpave HMA, ½", PG 58-28 |
| *Estimated* Quantity Range: | 10,000 – 20,000 Tons |
| Cost per Ton: | $74.25 |
| Pickup Location (Supply Point): | 1908 Tank Farm Road, Pocatello, Idaho 83204 |

| | |
|---|---|
| Material Description: | ¾" Road Base |
| *Estimated* Quantity Range: | 5,000 – 10,000 Tons |
| Cost per Ton: | $7.50 |
| Pickup Location (Supply Point): | 1908 Tank Farm Road, Pocatello, Idaho 83204 |

| | |
|---|---|
| Material Description: | ½" Commercial Bedding |
| *Estimated* Quantity Range: | 3,000 – 7,000 Tons |
| Cost per Ton: | $5.75 |
| Pickup Location (Supply Point): | 1908 Tank Farm Road, Pocatello, Idaho 83204 |

| | |
|---|---|
| Material Description: | Clean Anti-Skid |
| *Estimated* Quantity Range: | 500 – 2,000 Tons |
| Cost per Ton: | $7.00 |
| Pickup Location (Supply Point): | 1908 Tank Farm Road, Pocatello, Idaho 83204 |

2. Contractor shall allow the City of Pocatello to dump certain materials at their site for the cost of $0.00 per ton for the contract period, including, but not limited to, asphalt supply waste, street sweepings, dirt, gravel, and concrete.

3. All Contractor's materials listed herein shall meet or exceed all requirements listed in the City of Pocatello's original *Invitation to Bid Superpave Asphalt Mixture & Related Materials.*

4. Contractor shall make material available to the City of Pocatello for pick up in quantities of ten (10) tons or more.

5. Contractor shall make material available for pick up within six (6) hours of notification from the City of Pocatello.

6. Contractor shall inform the City Street Operations Department immediately in the event of a plant breakdown, maintenance, or other incident that will disrupt their ability to provide the material.

7. Upon each request of the City, Contractor shall furnish a belt scale printout verifying that the plant is introducing RAP at the percentage approved in the mix design.

8. The tonnage amounts listed herein are estimate figures and shall not be construed, in any way, as a commitment on the part of the City of Pocatello to purchase like amounts during the contract period.

9. Contractor acknowledges that the tonnage amounts are subject to change based on the City's needs throughout their pavement maintenance season, and hereby agrees to provide materials in amounts that may be under or over the estimated ranges without penalty to the City.

Robbie R. Austin V.P — 5-11-2023

Signature — Date

By: Mickelsen Construction, Inc.

[signature] — 5-22-2023

Signature — Date

By: City of Pocatello

APPROVED BY COUNCIL
5-4-2023

CITY OF POCATELLO

Fleet Services Department

Agenda Item #16

# MEMO

DATE: April 8, 2025

TO: Mayor Brian Blad

FROM: Tom Kirkman, Director of Public Services

SUBJECT: Recommendation for Microsurfacing – Piggyback

It is my recommendation that the City of Pocatello Street Services Department piggyback the VSS International, Inc. 2024 bid price of $2.73 per square yard for Type III Fiberized Micro Surfacing with a mobilization fee of $20,000.00. The area we anticipate covering this year is approximately 265,000 square yards for an estimated total of $743,450.

VSS International, Inc. was awarded a competitively bid contract with the City of Pocatello in 2024, and has agreed to allow the City of Pocatello Street Services Department to piggyback said prices upon your approval. The amount has been budgeted for in Street Service's FY2025 budget

The relevant paperwork honoring the piggyback price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign the necessary documents to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6155
www.pocatello.gov

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 15, 2025

Re: Piggyback Procurement of Type III Fiberized Micro Surfacing Services

---

I have reviewed the above referenced documents and have no legal concerns with Council approving the piggyback procurement from Valley Slurry Seal International, Inc., and authorizing the Mayor to sign any contract documents associated with the procurement. These services and goods with VSS International were previously competitively bid and awarded by the City of Pocatello, and will be "piggybacked" in compliance with Idaho Code §67-2803(1).

www.slurry.com

4/2/2025

City Of Pocatello
PO Box 4169
Pocatello, ID 83206-4169

ATTN: Tom Kirkman

RE: 2025 Pricing of Type III Microsurfacing

Mr. Tom Kirkman,

VSS International would like to inform the City of Pocatello that we will honor our 2024 original proposed bid price of $2.73 per square yard for 265,000 square yards of Type III Microsurfacing. We will honor this price through December 31, 2025.

Below are the bid items for the contract. If the City requires sweeping or rolling services, we will still honor the previously quoted prices of $ 2,700/day and $2,376/day, respectively.

| ITEM # | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | Mobilization | LS | 1 | $ 20,000.00 | $20,000.00 |
| 2 | Type III Fiberized Micro Surfacing Product & Service | SY | 265,000 | $ 2.73 | $723,450.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | *$743,450.00* |

If you have any questions regarding this bid or need a proposal for any future projects, please do not hesitate to contact me. My contact information is listed below. We would like to thank you for the opportunity to work for the City of Pocatello, it has been a pleasure.

Thank You,

Jeff Roberts
General Manager- Vice President
VSS International, Inc.

**Bid Date:** 4/2/2025
**Project Name:** Type III Fiberized Micro Surfacing
**Project City:** City of Pocatello
**Project State:** ID

**Estimator:** Jon James
**Email:** jon.james@slurry.com
**Phone:** 916.416.6061
**DIR #:** 1000001231

| ITEM # | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | Mobilization | LS | 1 | $ 20,000.00 | $20,000.00 |
| 2 | Type III Fiberized Micro Surfacing Product & Service | SY | 265,000 | $ 2.73 | $723,450.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | ***$743,450.00*** |

**INCLUSIONS:** Per the Contract that bid on May 22, 2024 Type III Micro Surfacing

**EXCLUSIONS:** A1.Sweeping Services for Micro-Treated Streets (includes equipment, labor, and dump fees. $2,700.00 / Day
A2. Rolling Services for Micro-Treated Streets (includes equipment and labor). $2,376.00 / Day

**NOTES:** All work described above is based on estimated quantities. Additional work if given will be billed at the current bid unit price of $2.73 / SY

This proposal, when accepted by Purchaser, constitues a binding contract between the parties hereto, incorporating each and every one of the provisions of the Request for Proposals for Type III Micro Surfacing Serivces.

Accepted: City of Pocatello
Agency

Name Prnted: _____
Name and Title

By: _____
Signature Date

Accepted: VSS International, Inc.

Name Prnted: _____
Name and Title

By: _____
Signature Date

**VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.**

**Bid Date:** 5/22/2024
**Project Name:** Type III Fiberized Micro Surfacing
**Project City:** City of Pocatello
**Project State:** ID

**Estimator:** Rick Cross
**Email:** rick.cross@slurry.com
**Phone:** (916) 502-4463
**DIR #:** 1000001231

| ITEM # | DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|---|
| 1 | Mobilization | LS | 1 | $ 20,000.00 | $20,000.00 |
| 2 | Type III Fiberized Micro Surfacing Product & Service | SY | 400,000 | $ 2.73 | $1,092,000.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | $0.00 |
| | | | | | ***$1,112,000.00*** |

**INCLUSIONS:** Per the Contract that bid on May 22, 2024 Type III Micro Surfacing

**EXCLUSIONS:** A1.Sweeping Services for Micro-Treated Streets (includes equipment, labor, and dump fees. $2,700.00 / Day
A2. Rolling Services for Micro-Treated Streets (includes equipment and labor). $2,376.00 / Day

**NOTES:** All work described above is based on estimated quantities. Additional work if given will be billed at the current bid unit price of $2.73 / SY

This proposal, when accepted by Purchaser, constitues a binding contract between the parties hereto, incorporating each and every one of the provisions of the Request for Proposals for Type III Micro Surfacing Serivces.

Accepted: City of Pocatello (Agency)
Name Prnted: Brian E. Blad Mayor (Name and Title)
By: (Signature) 7-9-2024 (Date)

Accepted: VSS International, Inc.
Name Prnted: (Name and Title)
By: (Signature) (Date)

**VSS International is an Open Shop Contractor and will not become signatory to any labor agreements.**



APPROVED BY COUNCIL
6-6-2024

CITY OF POCATELLO

Street Services Department

Agenda Item #17

# MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: April 8, 2025

SUBJECT: Recommendation for Purchase:
(1) 2025 Chevrolet Tahoe

It is my recommendation that the City of Pocatello piggyback the competitively bid City of Boise Co-Op contract via Mountain Home Auto Ranch for one (1) 2025 Chevrolet Tahoe in the sum of $59,520.50. This amount has been budgeted for in the FY25 Sanitation Services budget.

The paperwork from Mountain Home Auto Ranch honoring the price is attached for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the procurement.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 15, 2025

Re: Piggyback Purchase of One (1) 2025 Chevrolet Tahoe

---

I have reviewed the above referenced documents and quote with Mountain Home Auto Ranch for procurement of the 2025 Chevrolet Silverado Tahoe, and have no legal concerns with the Council approving the purchase, and authorizing the Mayor to sign and execute the agreement. This purchase was competitively bid by the City of Boise, and will be "piggybacked" in compliance with Idaho Code §67-2803(1). Additionally, the total price of $59,520.50 does not meet the $75,000 threshold necessary for a formal or semi-formal bid process required under Idaho Code §67-2803(2) and §67-2806.

CHROMEDATA
An Autodata Solutions Brand

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS ( ✔ Complete )

# Price Summary

## PRICE SUMMARY

| | Invoice |
|---|---|
| Base Price | $58,056.00 |
| Total Options | ($227.50) |
| Vehicle Subtotal | $57,828.50 |
| Dealer Advertising Adjustment | $0.00 |
| Destination Charge | $1,995.00 |
| **Grand Total** | **$59,823.50** |

At the user's request, prices for this vehicle have been formulated on the basis of Initial Pricing for the vehicle, however Chrome Data cannot guarantee that Initial Pricing is available.
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CHROMEDATA
An Autodata Solutions Brand

Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS ( Complete )

## Selected Model and Options

### MODEL

| CODE | MODEL | Invoice |
|---|---|---|
| CK10706 | 2025 Chevrolet Tahoe 4WD 4dr LS | $58,056.00 |

### COLORS

| CODE | DESCRIPTION |
|---|---|
| GAZ | Summit White (Only available on LS and LT models.) |

### EMISSIONS

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| FE9 | Emissions, Federal requirements | $0.00 |

### ENGINE

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| L84 | Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD) | $0.00 |

### TRANSMISSION

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| MHS | Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD) | $0.00 |

### GVWR

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| C6G | GVWR, 7600 lbs. (3447 kg) (4WD models only.) (STD) | $0.00 |

### AXLE

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| GU5 | Rear axle, 3.23 ratio | $0.00 |

### PREFERRED EQUIPMENT GROUP

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| 1LS | LS Preferred Equipment Group includes standard equipment | $0.00 |

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS ( Complete )

## WHEEL TYPE

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| RCV | Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (STD) | $0.00 |

## TIRES

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| QDF | Tires, 265/65R18SL all-season, blackwall (Standard with (RCV) 18" Bright Silver painted aluminum wheels only.) (STD) | $0.00 |

## PAINT

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| GAZ | Summit White (Only available on LS and LT models.) | $0.00 |

## SEAT TYPE

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| AZ3 | Seats, front 40/20/40 split-bench Not available with (NHT) Max Trailering Package.) *CREDIT* | ($227.50) |

## SEAT TRIM

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| H0U | Jet Black, Premium cloth seat trim | $0.00 |

## RADIO

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| URW | Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, Natural Voice Recognition and Phone Integration (STD) | $0.00 |

## ADDITIONAL EQUIPMENT - EXTERIOR

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| VK3 | License plate front mounting package (Included on orders with ship-to-states that require a front license plate.) | $0.00 |

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Vehicle: [Fleet] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS ( Complete )

## ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

| CODE | DESCRIPTION | Invoice |
|---|---|---|
| AYH | Airbags, Frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for all rows in outboard seating positions (Included and only available with (AZ3) 40/20/40 split-bench front seat. Always use safety belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.) | Inc. |
| | **Options Total** | **($227.50)** |

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**FLEET**

**OUT THE DOOR QUOTE FROM MOUNTAIN HOME AUTO RANCH**

| **MODEL** | **MAKE** | **YEAR** |
|---|---|---|
| TAHOE 4X4 LS | CHEVROLET | 2025 |
| FLEET BASE PRICING | $ 59,748.00 | |
| | $ (227.50) | |
| | $ - | |
| | $ - | |
| Your Price | $ 59,520.50 | |

PURCHASER: CITY OF POCATELLO

PIGGYBACKED OFF OF: CITY OF BOISE

Rob Dickson

208-371-4425

rdickson@mhautoranch.com

OKAY TO ORDER PER SPECS _____

NUMBER OF UNTIS _____

CONTACT _____

PHONE NUMBER _____