

AGENDA

CITY OF POCATELLO REGULAR CITY COUNCIL MEETING

SEPTEMBER 4, 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

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](tel: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.

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.

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.

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.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Father Constantine Zozos, representing Assumption Greek Orthodox Church.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings: Budget Development meeting of June 2, 2025; Special City Council Town Hall meeting of June 25, 2025; Clarification and Regular Council meetings of July 3, 2025; and Special City Council meeting of August 27, 2025.

(b) MATERIAL CLAIMS: Council may wish to approve the Material Claims for the period of August 16 -31, 2025.

(c) HUMAN RELATIONS ADVISORY COMMITTEE REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Mandy Peace to continue serving as a member of the Human Relations Advisory Committee. Mandy's term will begin September 17, 2025 and expire September 17, 2029.

(d) SAFETY FOOTWEAR POLICY UPDATE: Council may wish to adopt a revised Safety Footwear Program policy updating job titles for those eligible for the footwear allowance.

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. TAXICAB LICENSE DENIAL APPEAL - TEA

Kimberly Tea will be present to appeal the denial of her taxicab license, which was denied by the Pocatello Police Department. **(ACTION ITEM)**

7. PUBLIC HEARING - ANNEXATION AND ZONING MAP DESIGNATION - 1.86 ACRES AT 8728 NORTH KRAFT ROAD

This time has been set aside for the Council to hear comments from the public regarding a request by Tia Lloyd (mailing address: 8728 North Kraft Road, Pocatello, ID 83201) to annex 1.86 acres (more or less) of property addressed as 8728 North Kraft Road with a zoning designation of Residential Commercial Professional (RCP). Following a public hearing held August 13, 2025 the Planning and Zoning Commission recommended approval of the request with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-7.PDF

8. PUBLIC HEARING - PLANNED UNIT DEVELOPMENT - NORTHGATE RIDGE

This time has been set aside for the Council to hear comments from the public regarding a request by Buck Swaney of Smart Town LLC, (mailing address: PO Box 17289, Holladay, UT 84117) for a Planned Unit Development (PUD) to develop 20.41 acres (more or less) into 283 zero lot line townhomes and common areas. The subject land includes five (5) separate parcels generally east of Portneuf Urgent Care,

entailing 20.41 acres (more or less). The request is to allow for lot size averaging as outlined under Pocatello Municipal Code Section 17.02.140. Following a public hearing held on August 13, 2025 the Planning and Zoning Commission recommended approval of the application with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. US DEPARTMENT OF TRANSPORTATION - RURAL AND TRIBAL ASSISTANCE PILOT PROGRAM GRANT APPLICATION

Council may wish to approve submission of the US DOT Rural and Tribal Assistance Pilot Program grant application for a municipal services impact analysis. The total project costs are \$750,000 and there is no required match. If awarded, Council may wish to accept the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. SURPLUS AND SALE OF SEIZED ASSETS - POLICE DEPARTMENT

Council may wish to approve the following requests from the Pocatello Police Department, subject to Legal Department review: **(ACTION ITEM)**

- a) Declare one (1) vehicle as surplus, which was seized during ongoing investigations. The vehicle has been adjudicated and awarded to the Police Department by the Bannock County Prosecutor's Office in accordance with Asset Forfeiture Laws; and
- b) Authorize the sale of the vehicle through auction and authorize the Mayor's signature on all pertinent documents.

Documents:

AGENDA-ITEM-10.PDF

11. WELLABLE EMPLOYEE WELLNESS PROGRAM APP

Council may wish to accept the recommendation of staff and approve an agreement with Wellable to provide services pertaining to a wellness app for the employee wellness program and authorize the Mayor's signature on all applicable documents, subject to Legal Department Review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-11.PDF

12. CLEARWATER FINANCIAL SERVICES CONTRACT

Council may wish to approve a professional services agreement with Clearwater Financial Services to support the City's investment and cash management program and authorize the Mayor's signature on all applicable documents, subject to Investment and Audit Committee and Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-12.PDF

13. AIRPORT LEASE TERMINATION, RESOLUTION AND LEASE AGREEMENT - AIRPORT

Council may wish to approve the following requests for property at the airport and authorize the Mayor's signature on all applicable documents, subject to Legal Department review: **(ACTION ITEM)**

- a) Approve termination of the lease agreement between the City and Petersen, Inc. dated August 25, 2021 and amended April 28, 2017; and if approved
- b) Adopt a resolution and approve a lease agreement between the City and Steve Petersen for approximately 12 acres of property upon which Mr. Petersen will own and operate a light industrial/manufacturing facility.

The lease agreement will be for a 30-year term at a rental rate of \$30,000.00 per year to be increased annually according to the CPI with full rate review in 2031 and every five (5) years thereafter with a maximum increase of 5% plus CPI.

Documents:

AGENDA-ITEM-13.PDF

14. RESOLUTION - HISTORIC DOWNTOWN POCATELLO URBAN RENEWAL AREA ELIGIBILITY STUDY

Council may wish to adopt a resolution accepting the Pocatello Development Authority Historic Downtown Pocatello Urban Renewal Area (URA) Eligibility Study and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-14.PDF

15. RESOLUTION - ADOPTING UPDATED DRUG/ALCOHOL TESTING POLICY

Council may wish to adopt a resolution amending the City's Drug/Alcohol Testing Policy, most recently adopted September 21, 2023, for employees whose positions require a Commercial Driver's License, (not Transit Authority-related). This amendment updates Appendix "A" identifying all job titles subject to random drug/alcohol testing. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-15.PDF

16. RESOLUTION - ADOPTING UPDATED PUBLIC TRANSIT DEPARTMENT DRUG/ALCOHOL TESTING POLICY

Council may wish to adopt a resolution amending the City's Transit Department Drug/Alcohol Testing Policy, most recently adopted September 21, 2023, for employees whose positions require a Commercial Driver's License, (Transit Authority-related). This amendment updates Appendix "A" identifying all job titles subject to random drug/alcohol testing. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-16.PDF

17. ORDINANCE

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read on three (3) different days, two (2) readings of which may be by title only and one (1) reading of which shall be in full and placed on final passage for publication. **(ACTION ITEM)**

EXAMPLE MOTIONS:

Option 1: FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Option 2: FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read on three separate days. First and second readings will be by title and in full on the third reading. The ordinance shall then be placed on final passage for publication, and only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1, the Council must pass said motion by a vote of one-half plus one (4) of the full Council.

Ordinances ready for reading:

17: An ordinance annexing and zoning approximately 12.4 acres of land of parent parcel RPR3853028016 to extend the Pocatello city limits north of Trail Creek Road. The subject property will be zoned Residential Low Density (RL) with concurrent Comprehensive Plan Land Use Map designation of Residential (R). **(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

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, IDAHO
CITY COUNCIL
BUDGET DEVELOPMENT MEETING
JUNE 2, 2025**

**AGENDA ITEM NO. 1:
ROLL CALL**

Mayor Brian Blad called the City Council Budget Development meeting to order at 9:00 a.m. Council members present were Rick Cheatum, Corey Mangum, Brent Nichols and Hayden Paulsen. Council member Linda Leeuwrik arrived at 9:03 a.m.

**AGENDA ITEM NO: 2:
COMMUNITY ORGANIZATION BUDGET REQUESTS:**

Anne Nichols, Chief of Staff, stated that financial information and funding requests were provided by various community organizations to request disbursements from the City. Representatives from those agencies were present to discuss the requested allocations. Ms. Nichols added that eight (8) agencies received City funding during Fiscal Year 2025.

a) Aid For Friends: Michelle Poletti, Aid For Friends Executive Director, and Tami Moore, Shelter Manager, were present and gave an overview of services provided to the community through Aid For Friends programs. Ms. Poletti emphasized the cooperative efforts of community agencies in Pocatello to be unique and beneficial for all citizens. She clarified that the amount being requested in FY2026 is \$8,000. This is the same allocation amount awarded in FY2025.

b) Bannock Youth Foundation: Executive Director Leslie Foltz presented a funding request of \$20,732 to support counseling services, noting a community counseling shortage and long waitlists at private agencies. The Foundation employs six counselors, three of whom are dedicated to inpatient services. Previous ARPA funding ended in April. The Foundation operates four facilities with 20 programs, supported by diverse funding sources including state, county, and federal grants, United Way donations, fundraising, donations, and CDBG funds.

c) Boys & Girls Club of Southeast Idaho: Jean Haneke, Board President presented a funding request in the amount of \$20,000 to support tutoring programs at Syringa and Indian Hills schools. The funds would be used to hire part-time teachers to assist with reading, math, self-esteem, and overall well-being. The program currently serves approximately 85 students during the school year and 100 during the summer and is the only free program of its kind to prepare youth for middle and high school.

The Club's long-term goal is to establish its own facility, though that remains a distant plan. Current funding comes primarily from grants, corporate and individual donations, and fundraisers, with only a small portion from federal sources. Ms. Haneke emphasized the need for sustainable fundraising for ongoing operating expenses, as many grants are short-term or project-specific.

d) Family Services Alliance of Southeast Idaho, Inc.: Sara O'Banian, Director of Family Services Alliance (FSA), presented a funding request in the amount of \$18,500 and thanked the Council for past program support and emphasized the importance of community collaboration among nonprofits, noting services are complementary rather

than duplicative. She explained that FSA relies heavily on federal funding, particularly Victims of Crime Act (VOCA) dollars, which have been reduced by 6.8% last year and an additional 5% this year. To manage reductions, the organization maintains a small reserve fund and engages in fundraising efforts.

Ms. O'Banian reported an increase in the number of individuals seeking services, particularly related to mental health crises, and noted that the severity of violence and harm experienced has increased. She highlighted challenges stemming from current laws which restrict law enforcement from arresting on certain misdemeanor domestic violence crimes unless witnessed, which places additional risk to victims. Legislative or constitutional changes would be required to address this issue.

Council discussion covered the strain these legal limitations place on victims, the reduction in available VOCA funding, and the agency's efforts to prioritize personnel costs and direct services while fundraising to cover operational expenses.

e) Friends of the Brady Chapel: Arlo Walker, representing Friends of the Brady Chapel, requested \$3,000 to produce a souvenir booklet for visitors. The project would fund 200 copies of a 16-page publication highlighting the history of the Chapel, Governor James Brady, and other notable figures interred at the cemetery. The booklet would be sold for \$5 to support ongoing restoration efforts, with future reprints requiring only printing costs.

Mr. Walker noted the Chapel is a prominent city landmark designed by architect Frank Paradise and originally built by the Brady family, later deeded to the City in the 1980s. Restoration projects have been funded through donations, including replacement of pinnacles and plans for a new roof estimated at \$40,000–\$50,000. The booklet will also be dedicated to former board president Nick Neilson.

Council discussion included ownership of the Chapel, potential grant opportunities, and the broader value of historic preservation in maintaining the City's heritage and downtown character.

f) Greater Pocatello Convention and Visitor's Bureau: Jeff Glissendorf, Executive Director, presented a funding request in the amount of \$20,000 and shared information on the Visitor's Bureau efforts to promote tourism and attract visitors to the region. Current initiatives include the "Ski, Soak, and Stay" package to fill local hotels and generate economic impact, as well as sponsorship and support of events such as cornhole tournaments, billiards, Poky Paddle, and the Chubbuck Comedy Project. Acting as a liaison between events and local hotels, the Visitor's Bureau connects visitors with accommodations and activities.

Funding sources include grants through the Idaho Department of Commerce (focused on visitors outside a 60-mile radius), along with partnerships with Historic Downtown Pocatello, City of Chubbuck, Shoshone-Bannock Tribes, the Natural History Museum, and the Potato Museum. The Visitor's Bureau markets Pocatello as a central hub within two



hours of multiple regional destinations, aiming to attract Yellowstone-bound travelers and encourage them to stop in Pocatello.

Council discussion focused on funding sources, the geographic area promoted, and opportunities to expand meeting and event business at facilities such as the Stephens Performing Arts Center, Alumni Center, Mountainview Event Center (MEC), and local sports venues.

g) Housing Alliance and Community Partnerships (HACP): Executive Director Jared Mangum and Grant Writer Julie Nebeker presented a funding request in the amount of \$100,000 to support affordable housing initiatives in Pocatello and Chubbuck. HACP is pursuing several projects, including redevelopment of the former Convergys building at 805 North Main Street into 40 studio apartments with a community center for subleasing to nonprofits, and the Triangle Complex at 351 North 3rd Avenue for additional housing. Future plans include housing specifically for veterans, tribal members, and youth under 18 in supervised arrangements, similar to student housing.

The Convergys project is intended to create low-cost, non-subsidized studio apartments (estimated at \$600/month, all-inclusive) to address gaps not covered by HUD funding requirements. HACP's model would use rental income to sustain operations while leasing space to partner nonprofits. The project also aims to revitalize downtown and provide services in partnership with local organizations.

Council discussion addressed HACP's quasi-governmental status, plans to also approach the City of Chubbuck for support, other potential funding sources, and the long-term phasing of the Convergys redevelopment.

h) Idaho Legal Aid: Carl Lewies, Managing Attorney of the Pocatello Idaho Legal Aid office, presented a funding request in the amount of \$20,000 for Idaho Legal Aid Services, a nonprofit law firm that provides civil legal assistance to low-income Idahoans. The organization is primarily funded through the federally established Legal Services Corporation, which provides approximately 75 percent of its funding. However, the proposed FY2026 federal budget eliminates this funding, creating uncertainty for continued operations.

Idaho Legal Aid assists with matters such as domestic violence protection orders, custody cases, and issues affecting elderly and disabled residents, many of whom rely on limited Social Security income. Statewide, the organization employs 25 attorneys, including two in Pocatello, and serves about 4,000 Idahoans annually. Due to limited capacity, approximately 50 percent of applicants are turned away.

Council discussion focused on service demand, case prioritization, and the organization's reliance on supplemental local funding in light of federal budget risks.

i) NeighborWorks Pocatello: Katie McCarthy and Cynthia Billmeyer, representing NeighborWorks, presented a funding request in the amount of \$60,000 and information pertaining to NeighborWorks' community engagement efforts across six core



neighborhoods. Recent projects include disc golf installation through an Ifft grant, lighting at Caldwell Park, the Lasting Legacy Festival, and improvements at Purce Park in the Bonneville neighborhood. They also host the annual Historic Home Tour, which raises funds for neighborhood initiatives.

NeighborWorks leverages City funding, grants, and community partnerships to expand neighborhood improvements and foster positive engagement. Two neighborhoods are currently developing neighborhood plans consistent with the City's Comprehensive Plan 2040.

Council discussion addressed the use of NeighborWorks' 501(c)(3) status to manage pass-through funding.

j) New Day Products and Resources: Terry Frederickson, Executive Director, presented on New Day Products and Resources, which has provided services to individuals with disabilities for 52 years. The organization lost access to transportation services in 2021, creating challenges for clients who cannot use public transit. They now rely on vans for transportation. A funding request of \$10,500 was made to support the transportation needs, such as fuel and staffing, to help clients access work and maintain independent living.

Councilmember Paulsen was excused from the meeting at 9:58 a.m.

k) Pocatello Free Clinic: Executive Director Sheri Joseph presented information pertaining to the Pocatello Free Clinic, one of the oldest free clinics in the country and currently located in a building owned by Portneuf Health Trust. The clinic partners with multiple local organizations to provide medical and social services, supported by a social services coordinator.

Ms. Joseph reviewed the clinic's funding streams, noting anticipated cuts from United Way but increased efforts in grant writing. Current funding sources include the City of Pocatello, Bannock County, the City of Chubbuck, and primarily Idaho Health and Welfare. The clinic maintains approximately three months of reserves to help sustain services if major funding is reduced and also maintains flexible funds for critical services not otherwise covered, such as mammograms and colonoscopies.

Council discussion highlighted the challenge of grants often requiring new projects rather than covering essential operating costs such as staff and rent, underscoring the need for undesignated funding to maintain core services.

l) Salvation Army Pocatello: Mariah McKowski presented information pertaining to the Salvation Army in Pocatello, celebrating its 130th anniversary. The organization requested \$25,000 to maintain a part-time cook position. Staffing this position is essential to provide daily meal programs, food distribution, and holiday initiatives such as toy donations. The cook is vital to the agency's operations and community impact.



The Salvation Army does not receive federal funding and has historically relied on funding through the divisional headquarters in Oregon. Local leadership is actively seeking city and local donor support to sustain operations amid a reported \$500,000 deficit.

Council members emphasized the Salvation Army's critical role in partnering with local agencies, including the Valley Mission, for seasonal shelters and community support. Council discussion focused on the organization's funding stability, the importance of local support, and the specific use of the requested funds for the cook position.

m) Southeastern Idaho Community Action Agency (SEICAA) – Meals on Wheels Program: Joe Broich, Chief Executive Officer, was present to discuss SEICAA's request for funding specifically for the Meals on Wheels program, which serves homebound residents in Pocatello, Chubbuck, and Inkom. In addition to providing hot meals, the program helps address loneliness and isolation among seniors, with drivers often being the only personal contact recipients have. Mr. Broich explained that program costs exceed reimbursements, with a shortfall of \$5.25 per meal (excluding overhead). Funding currently comes from Pocatello, Chubbuck, Bannock County, United Way, and Southeast Idaho Council of Governments (SICOG), but the program receives no direct federal funding. Due to staffing cuts, operations are being sustained with minimal personnel.

Council discussion covered contributions from other jurisdictions, such as Bannock County providing \$50,000, Chubbuck \$10,000, and United Way \$30,000. The request was for continued support to sustain meal delivery for homebound seniors in Pocatello.

n) Senior Activity Center: Tara Contreras, Director of the Senior Nutrition Program, and board member Darrell Brown were present to discuss services provided by the Senior Activity Center. The program serves approximately 1,500 meals per month, primarily to seniors living alone and at risk of food insecurity. Meals are offered Tuesday through Friday, providing about half of the daily nutrition needs through the program for many participants. Services are supported by funding from Pocatello, Chubbuck, Bannock County, grants, and donations. A suggested \$6 donation for each meal is requested, but no one is turned away.

Ms. Contreras emphasized that the program complements rather than duplicates SEICAA's Meals on Wheels service. Recent changes have focused on improving meal quality and creating a positive dining experience, which has boosted attendance, energy at the center, and donations.

Council discussion highlighted the broader social benefits of the program, reducing isolation and fostering community connection. Members also discussed strategies to encourage donations from those able to contribute.

o) St. Vincent DePaul: Beth Houston, Store Manager, was present to discuss St. Vincent de Paul's services and funding needs. The organization operates a thrift store that sustains operating costs, while its social services program is funded separately through grants, donations, and Community Development Block Grants (CDBG). The



request of \$5,000 is part of broader fundraising efforts to expand assistance for rent, utilities, food, clothing, and emergency needs such as propane or water heater repairs.

St. Vincent de Paul currently assists up to 30 households per month but is forced to turn away many more due to limited funding. The organization is independently governed by a local board, with no financial support from its national parent or the Catholic Church, though it benefits from parish donations and community partnerships.

Council discussion focused on the difficulty of securing grants, the organization's reliance on local support, and the importance of sustaining basic-needs assistance in the community.

p) Valley Mission – Warming Center: Karl Pettit, Director of Valley Mission, was present to discuss the growing homelessness crisis in the community. Street outreach this month identified 61 unduplicated individuals living in tents, vehicles, or other makeshift situations, with an estimated 141 people experiencing homelessness locally. The existing shelter is at capacity and cannot accommodate individuals under the influence. Pocatello's poverty rate stands at 13.9%, above the national average of 10%. Valley Mission also operates a food pantry serving over 8,400 households annually and is running at 114% occupancy.

Mr. Pettit emphasized the need for additional temporary shelter space and wrap-around services such as education, accountability, and coaching. The organization is pursuing Phase 2 expansion, which includes the purchase of the former Metro Gym building to add a 16-bed shelter with the potential for 20 additional bed spaces. Valley Mission collaborates with 17 other nonprofits and churches to provide coordinated support to community members.

Council discussion highlighted the scope of the issue, including the predominance of single individuals rather than families, and the challenges of managing capacity and funding. Current funding sources include local churches, grants, and community foundations, with program-specific grants expected to be more available once the expanded facility is operational. Valley Mission is an independent nonprofit governed by its own board, though originally founded through First Baptist Church in 2017.

q) Veterans Memorial Association: Miguel Dominik, representative, and Phil Clifton, Vice President, were present to discuss Veterans Memorial Association. The facility, originally established in 1924 through donations and the American War Mothers, continues to serve as a hub for veteran and community events, including AMVETS monthly breakfasts. The building also houses a food pantry, laundry services, and a veterans museum, which is operated entirely by volunteers.

In December 2024, significant water damage destroyed the upstairs ballroom flooring, requiring repairs estimated at \$300,000. A \$100,000 donation has been pledged for lead abatement, contingent upon matching funds by August 30. Fundraising efforts, including a car show, donations, and building rentals, are ongoing. Annual building rentals



generate approximately \$14,000, with utility costs being covered by Bannock County. Coverage for water damages were denied by insurance.

The Association operates as a 501(c)(19) organization, which allows funding for historic buildings and infrastructure. While much of their operational funding has come from the Generation Foundation, the Association is pursuing additional community support to preserve the building and continue its veteran-focused programs.

Mayor Blad called a recess at 11:25 a.m.

Mayor Blad reconvened the meeting at 11:38 a.m.

**AGENDA ITEM NO. 3:
LEGAL DEPARTMENT:**

Jared Johnson, City Attorney, and Andrea Henderson, Risk Manager, presented the Legal Department's organizational chart and proposed Fiscal Year 2026 budget. Mr. Johnson provided an overview departmental structure.

Ms. Henderson noted that the minimal budget increase is primarily due to personnel cost adjustments.

**AGENDA ITEM NO. 4:
RISK MANAGEMENT/WORKERS COMPENSATION:**

Agenda Item No. 4 – Risk Management/Workers Compensation

Risk Manager Andrea Henderson presented the Risk Management and Workers Compensation budget. She reported no new positions and reviewed salary and expenditure details. Insurance premiums through ICRMP have increased due to updated property valuations and the addition of three new facilities, as well as overall market conditions. The City remains a high user of ICRMP.

Ms. Henderson noted that Workers Compensation remains fully funded with no budget increase for the past two years, supported by reserve funds built from interest earnings.

Council Member Cheatum inquired whether projected insurance costs included potential lawsuits; Ms. Henderson clarified that while some premiums are based on five-year averages, uninsured claims would not be covered by ICRMP, though no such pending claims currently exist.

Council Member Nichols asked about loss ratios with ICRMP. Ms. Henderson stated that while large claims have occurred, it is typically smaller claims that accumulate. Some savings were realized after reducing the copay to \$1,500, though reports do not include attorney fee expenditures.

Mayor Blad noted that he serves on the ICRMP board.



**AGENDA ITEM NO. 5:
MARSHALL PUBLIC LIBRARY:**

Eric Suess, Library Director, reviewed the organization within the Marshall Public Library and current staffing levels. Mr. Suess gave an overview of personnel changes and projected revenues.

In response to a question from Council, Anne Nichols, Chief of Staff, clarified the property tax allocations and interfund transfers are still in flux. Final numbers may reflect a deficit rather than a surplus.

**AGENDA ITEM NO. 6:
POCATELLO REGIONAL TRANSIT**

Skyler Beebe, Pocatello Regional Transit Director, gave an overview of the organization within the Transit Department and current staffing levels. He emphasized the planning steps for bus stop shelters and improvement projects. Mr. Beebe stated that recent vehicle purchases have stabilized capital needs. He added that some grant funds may become available, if not utilized by other cities.

Mayor Blad announced that Agenda Item No. 8 would be heard at this time.

**AGENDA ITEM NO. 8:
FIRE DEPARTMENT/AMBULANCE:**

Ryan O'Hearn, Fire Chief, was in attendance to give a presentation. He reviewed current projects, call volumes and use of ARPA funds for deferred maintenance and a new station alerting system. Chief O'Hearn reported that revenue from deployments has increased significantly, from \$515,000 to nearly \$1 million. He anticipates further growth due to federal workforce shortages. Salaries and benefits expenditures are per the collective bargaining agreement and no capital projects are planned. Planning for replacement of equipment is ongoing. Bannock County Ambulance District (BCAD) is exploring possibilities for additional staffing at the McCammon station. Costs associated with ambulance funding is not a city tax ask, but is provided through Bannock County.

**AGENDA ITEM NO. 7:
POCATELLO REGIONAL AIRPORT:**

Alan Evans, Airport Manager, and Kristy Heinz, Management Assistant, gave a presentation. Mr. Evans gave an overview of the Airport organizational chart and proposed Fiscal Year 2026 budget. Stated that passenger revenues have decreased due to a reduction to one daily commercial flight. Upcoming projects include rehabilitation of runway and ARFF truck purchase with federal and state grants. The FAA tower project is anticipated to begin in the fall or early spring 2026, and will be fully funded by the FAA.

**AGENDA ITEM NO. 9:
ANIMAL SHELTER**

Jennifer Brown, Management Assistant, and Chad Higbee, Police Department Support Services, were in attendance to give a presentation. Ms. Brown gave an overview of the



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organization of the Animal Services Department and current staffing levels. She shared statistics related to intakes, adoptions, returns and euthanasia.

Anne Nichols, Chief of Staff, reminded Council members that budget numbers are “snapshots in time” and will continue to change as property tax revenues and allocations are finalized. Upcoming budget sessions will focus on balancing funds and incorporating finalized numbers from Bannock County.

Mayor Blad announced that the next Budget Development meeting would be June 3, 2025 at 9:00 a.m.

AGENDA ITEM NO. 10:
ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 12:31 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK





**CITY OF POCATELLO, IDAHO
SPECIAL CITY COUNCIL
TOWN HALL MEETING
JUNE 25, 2025**

**AGENDA ITEM NO. 1:
ROLL CALL**

Mayor Brian Blad called the Special City Council Town Hall meeting to order at 6:00 p.m. Council members present were Dakota Bates, Rick Cheatum, Linda Leeuwrik, Brent Nichols and Hayden Paulsen. Council member Corey Mangum was excused.

**AGENDA ITEM NO. 2:
FIREWORKS SAFETY/ENFORCEMENT:**

Ryan O'Hearn, Fire Chief, introduced Dean Bullock, Assistant Fire Chief, Kim Stouse, Community Risk Reduction Specialist, and Police Chief Roger Schei. Chief O'Hearn discussed the following fire related topics:

- Fire Risk – With continued development in the foothills and wildland-urban interface (WUI) areas, fireworks present an increasing danger. He recalled past incidents such as the Charlotte Fire and El Rancho Fire that spread rapidly and led to devastating losses.
- Burn Restrictions – A burn ban is in effect from July 1 through October 1, or until conditions improve. This burn ban is in coordination with Bannock County and prohibits open burning in designated bench areas and WUI areas.
- Illegal Fireworks – In 2024, approximately \$10,000 worth of illegal fireworks were confiscated. "Safe and Sane" fireworks – those that remain on the ground and meet legal requirements – are the only type of fireworks permitted in specified zones. Fireworks sales within City limits are only allowed June 28 through July 6.
- Inspection and Enforcement – Fireworks stands are inspected regularly to ensure compliance. Extra police and fire patrols, along with brush units, will be deployed during the holiday period. Citations and confiscation of illegal fireworks will continue.
- Public Safety Concerns – Officials emphasized risks to property, animals and individuals, as well as concerns for veterans and others who may be sensitive to loud explosions.
- Legal Penalties – Use of illegal fireworks in non-WUI areas could lead to an infraction and \$100 fine. Use of fireworks in WUI areas are considered a misdemeanor offense, with fine amounts set by the court.
- Public Reporting – Citizens were encouraged to report illegal firework use via the Police Department non-emergency line or 9-1-1 for active fires. Photos, videos or security system footage may be used in investigations.

Council discussion stressed the importance of community cooperation, responsible celebration and utilizing professional firework shows, such as the annual "Greatest Show in Idaho."

**AGENDA ITEM NO. 3:
COMMENTS FROM THE AUDIENCE**

Mayor Blad articulated that speakers are asked to be courteous while sharing their comments. Audience members were asked to show respect for those who are speaking.

Jeb Harrison, Pocatello resident, thanked the Council and staff members for providing valuable information regarding fireworks safety. He stated that he is the owner of a fireworks stand and is compliant with all City requirements for fireworks sales. Mr. Harrison expressed frustration that compliant businesses are required to close their fireworks sales businesses if there is an active fire situation in the area. He encouraged stronger enforcement and higher imposed fines for illegal fireworks.

Heather Disselkoen, Pocatello resident, expressed concern regarding allegedly unlawful street impact fees collected from utility users. She urged Council to act quickly to avoid costly litigation.

Stephen Adams, Pocatello resident, reminded the Council of the importance of adhering to financial management policies to protect the City's credit rating, borrowing ability and grant opportunities.

Kristy Lewis, Pocatello resident, shared concerns about neighborhood fireworks, including fire hazards, debris and distress to pets. She asked that increased enforcement be implemented.

Dean Bullock affirmed that the Monte Vista area is listed within the Wildland Urban Interface area and that all fireworks are prohibited in that area.

Chief Schei reiterated enforcement strategies, and noted the issuance of 52 citations last year. He affirmed the City's commitment to public safety.

Mayor Blad and Council members thanked responsible business owners and citizens and reiterated the need for responsible firework usage.

AGENDA ITEM NO. 4:
ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 7:00 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK





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

AGENDA ITEM NO. 1: ROLL CALL

Mayor Brian Blad called the City Council Clarification meeting to order at 5:32 p.m. Council members present were Dakota Bates, Rick Cheatum, Corey Mangum, Brent Nichols, and Hayden Paulsen. Council member Linda Leeuwrik was excused.

AGENDA ITEM NO. 2: DISCUSSION

Mayor Blad and City Council members discussed items listed on the July 3, 2025 Regular City Council Meeting agenda. Staff members clarified agenda item information for City Council members.

AGENDA ITEM NO. 3: ADJOURN

Mayor Blad adjourned the City Council Clarification Meeting at 5:46 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTESTED BY:

KONNI R. KENDELL, CITY CLERK

PREPARED BY:

AUBRIANA T. RESENDES, DEPUTY CITY CLERK



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

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

The Regular City Council meeting was called to order at 6:00 p.m. by Mayor Brian Blad. Council members present were Dakota Bates, Rick Cheatum, Corey Mangum, Brent Nichols, and Hayden Paulsen. Council member Linda Leeuwrik was excused.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: INVOCATION

The invocation was offered by Tamilyn Carson, Buddhist representative.

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: Work Session meetings of April 10 and May 8, 2025; Clarification and Regular City Council meetings of May 1, 2025; Special City Council Town Hall meeting of May 13, 2025; and Special City Council meeting of May 27, 2025.

(b) MATERIAL CLAIMS

Ratify approval of the Material Claims for the period of June 1-15, 2025 in the amount of \$2,525,839.14 and approve the Material Claims for the period of June 16-30, 2025 in the amount of \$1,232,657.

(c) TREASURER'S REPORT

Approve the Treasurer's Report for April 2025 showing cash and investments as of April 30, 2025 in the amount of \$109,116,943.75.

(d) LIBRARY BOARD APPOINTMENT

Confirm the Mayor's appointment of Azrael Raines to serve as a member of the Library Board, replacing Jay Bingham whose term expired. Azrael's term will begin July 4, 2025 and expire July 1, 2030.

(e) PARKS AND RECREATION ADVISORY BOARD REAPPOINTMENT

Confirm the Mayor's reappointment of Dr. Grace Jory to continue serving as a member of the Parks and Recreation Advisory Board. Dr. Jory's term will begin July 16, 2025 and expire July 16, 2027.

(f) PLANNING AND ZONING COMMISSION APPOINTMENT

Confirm the Mayor's appointment of Ronda McHargue to serve as a member of the Planning and Zoning Commission, replacing Eugene Bartu whose term expired. Ronda's term will begin July 4, 2025 and expire July 4, 2029.

(g) CITY COUNCIL DECISION – FINAL PLAT APPROVAL FOR HOSPITAL VIEW DIVISION 1

Adopt the Council's decision approving the subdivision of approximately 3.669 acres of the 13.13 acre parent parcel of land into four (4) commercial lots and two (2) common lots, generally located east of Portneuf Medical Center, subject to conditions.

(h) CITY COUNCIL DECISION – FINAL PLAT APPROVAL FOR FAIRMONT PLACE

Adopt the Council's decision approving the subdivision of approximately 2.22 acres of land into thirteen (13) lots, generally located in the 1100 block of East Poplar Street and 600 block of Franklin Avenue, subject to conditions.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve items 3(a) through 3(f) and 3(h) on the Consent Agenda. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

Mr. Nichols requested that Agenda Item No. 3(g) be considered separately, as he recused himself on the original item and therefore, does not feel comfortable voting upon the Council Decision.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve item 3(g) on the Consent Agenda. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, and Cheatum. Nichols abstained from voting on the motion. The motion passed.

AGENDA ITEM NO. 4: PROCLAMATIONS

Mayor Blad announced there were no proclamations.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Mayor Blad reminded Council members of the following meetings: July 10 City Council Work Session at 9:00 a.m.; July 17 Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.

Mayor Blad announced the Independence Day Parade in Historic Downtown Pocatello will be on July 4 at 9:30 a.m. and community celebration activities and fireworks display will be held at the Bannock County Event Center and Portneuf Wellness Complex. City offices will be closed for Independence Day. However, garbage, compost and recycling pick-ups will operate as scheduled; July 9 -19 is the Southeast Idaho Senior Games; the Firecracker Frenzy Fun Run will take place on July 12. Contact Parks and Recreation for more information; Montana Shakespeare in the Park will take place July 28 and 29 at 6:00 p.m. at the ISU Quad and is free to the public; Municipal Band Concerts continue on Sunday evenings at the Ross Park Bandshell from 7 p.m. to 8 p.m. through August 3rd. The concerts are free to the community; the open burn ban in Wildland-Urban Interface areas continues.



AGENDA ITEM NO. 6: PUBLIC HEARING – CDBG PROGRAM YEAR 2024 ANNUAL ACTION PLAN AMENDMENT

This time was set aside for the Council to accept comments from the public regarding an amendment to the Program Year 2024 Community Development Block Grant Annual Action Plan. This amendment would allow for the addition of Housing Trust Funds to the program year. This amendment was reviewed by the CDBG Advisory Committee and recommended for approval. Following the public hearing, Council was asked to approve the amendment and authorize submission, including any public comments, to HUD for approval.

Mayor Blad opened the public hearing.

Christine Howe, Grants Manager, stated that this hearing was the oral comment opportunity for an amendment to the City of Pocatello's Community Development Block Grant (CDBG) Program Year 2024 Annual Action Plan. She explained that the amendment would allow the City to add \$1,050,000 in Housing Trust Funds (HTF) for eligible housing activities. The Federal HTF, administered in Idaho by the Idaho Housing and Finance Association (IHFA), supports housing for households earning 0–30% of Area Median Income (AMI), with a focus on rental housing. Ms. Howe said the City worked with IHFA to identify a suitable project, selecting demolition of a blighted structure at 429 Washington Avenue and development of up to six (6) rental units with long-term leases for qualified residents. She noted that an amendment is required under HUD regulations because the project and funding source were not included in the original plan, and this constitutes a substantial change per the CDBG Citizen Participation Plan. HTF funds would only be used for eligible expenses up to the grant amount. Ms. Howe noted that all public notice requirements were met.

Mayor Blad announced that no written correspondence had been received.

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

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve an amendment to the Program Year 2024 Community Development Block Grant Annual Action Plan and authorize submission, including any public comments, to HUD for approval. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 7: SHORT PLAT APPLICATION – JUNIPER HEIGHTS

Council was asked to approve a short plat application submitted by Kristopher Higgs, represented by Ensign Engineering and Land Surveying (mailing address: 45 West Sego Lily Drive, Suite 500, Sandy, UT 84070) to subdivide 6.24 acres (more or less) into four (4) lots. The currently vacant property is located between 2001 and 2211 South 2nd Avenue. Staff recommended approval of the plat with conditions.

A motion was made by Mr. Paulsen, seconded by Mr. Mangum, to approve a short plat application submitted by Kristopher Higgs, represented by Ensign Engineering and Land Surveying to subdivide 6.24 acres (more or less) into four (4) lots with the following conditions: 1) All conditions on the Short Plat Subdivision Application Staff Report shall be



met; 2) All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated June 23, 2025, shall be met; 3) The plat shall be prepared in accordance with all State and local laws and ordinances and is subject to review by the City Surveyor; and 4) All other standards and conditions of Municipal Code not herein stated but applicable to residential development shall apply and that the decision be set out in appropriate Council decision format and that the property is located between 2001 and 2211 South 2nd Avenue. Upon roll call, those voting in favor were Paulsen, Mangum, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 8: SHORT PLAT APPLICATION – FREDREGILL VILLAGE

Council was asked to approve a short plat application submitted by Backyard Properties, LLC, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 0.36 acres (more or less) into three (3) lots. The property is located at the northwest corner of South 2nd Avenue and Fredregill Road. Staff recommended approval of the plat with conditions.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve a short plat application submitted by Backyard Properties, LLC, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 0.36 acres (more or less) into three (3) lots with the following conditions: 1) All conditions on the Short Plat Subdivision Application Staff Report shall be met; 2) All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated June 23, 2025, shall be met; 3) The plat shall be prepared in accordance with all State and local laws and ordinances and is subject to review by the City Surveyor; and 4) All other standards and conditions of Municipal Code not herein stated but applicable to residential development shall apply and that the decision be set out in appropriate Council decision format and that the property is located at the northwest corner of South 2nd Avenue and Fredregill Road. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

Council noted that two new housing developments will add about 160 units, contributing to the roughly 1,000 units currently in development in Pocatello, which will help address the housing shortage. Council also cited a recent economic report showing Pocatello as the fastest-growing city in the state for non-farm employment at 1.2%, compared to other cities at .2 or .3 percent.

AGENDA ITEM NO. 9: SHORT PLAT APPLICATION – ALAMEDA COMMERCIAL PLAZA SUBDIVISION

Council was asked to approve a short plat application submitted by BV Alameda, LLC, represented by Horrocks Engineering (mailing address: 2350 Via Caporatti Drive, Suite A, Pocatello, ID 83201) to subdivide 6.78 acres (more or less) into four (4) commercial lots. The property is located at approximately 900 Yellowstone Avenue. Staff found the proposal compliant with all applicable standards of Pocatello Municipal Code, with conditions.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, to approve a short plat application submitted by BV Alameda, LLC, represented by Horrocks Engineering (mailing address: 2350 Via Caporatti Drive, Suite A, Pocatello, ID 83201) to subdivide 6.78



acres (more or less) into four (4) commercial lots with the following conditions: 1) All conditions on the Short Plat Subdivision Application Staff Report shall be met; 2) All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated June 24, 2025, shall be met; 3) The plat shall be prepared in accordance with all State and local laws and ordinances and is subject to review by the City Surveyor; and 4) All other standards and conditions of Municipal Code not herein stated but applicable to residential development shall apply and that the decision be set out in appropriate Council decision format and that the property is located at approximately 900 Yellowstone Avenue. Upon roll call, those voting in favor were Cheatum, Mangum, Bates, Nichols, and Paulsen.

AGENDA ITEM NO. 10: FINAL PLAT APPLICATION – STRATTEN ESTATES DIVISION 4

Council was asked to approve a final plat application submitted by Wayward Kinghorn Management, LLC, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 1.12 acres (more or less) into approximately 12 lots for townhome development. The property is located at 1256 Kinghorn Road and is zoned Residential Medium Density Single Family (RMS). Following a public hearing, the Planning and Zoning Commission recommended approval of the application with conditions.

A motion was made by Mr. Mangum, seconded by Mr. Cheatum, to approve a final plat application submitted by Wayward Kinghorn Management, LLC, represented by Sunrise Engineering to subdivide 1.12 acres (more or less) into approximately 12 lots for townhome development with the following conditions: 1) All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated March 4, 2025, shall be met; and 2) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply and that the decision be set out in appropriate Council decision format and that the property is located at 1256 Kinghorn Road. Upon roll call, those voting in favor were Mangum, Cheatum, Bates, Nichols, and Paulsen.

AGENDA ITEM NO. 11: AIRPORT GRANT APPLICATIONS

Council was asked to approve submission of the following grant applications for the FAA Airport Improvement Program FY2025 annual entitlement, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review:

- (a) GRANT APPLICATION FOR TAXILANE CONSTRUCTION**
A grant application in the amount of \$712,500.00 for construction of a new taxilane to facilitate hangar development; and;
- (b) GRANT APPLICATION FOR PARKING LOT PAVEMENT MAINTENANCE**
A grant application in the amount of \$380,000.00 for pavement maintenance in both the main and overflow parking lots.

The grants require a 5% match which will be funded using state grant funds and budgeted Airport passenger facility charge (PFC) funds.



A motion was made by Mr. Mangum , seconded by Mr. Paulsen, to approve submission of the grant applications for the FAA Airport Improvement Program FY2025 annual entitlement as outlined in Agenda Item No. 10(a) and 10(b) and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 12: AIRPORT BID ACCEPTANCES AND CONSTRUCTION AGREEMENTS

Council was asked to accept the recommendations of staff for the following requests regarding this year's Airport Improvement Program (AIP) projects and authorize the Mayor's signature on all applicable documents, subject to Legal Department review:

- (a) **ACCEPT BID FROM GALE LIM CONSTRUCTION**
Accept the lowest responsive bid from Gale Lim Construction in the amount of \$1,070,848.05 for the construction of a new taxilane and if accepted;
- (b) **AUTHORIZE AN AGREEMENT WITH GALE LIM CONSTRUCTION**
Authorize the execution of a construction agreement, notice of award, notice to proceed, and all other pertinent documents, between the City of Pocatello and Gale Lim in the amount of \$1,070,848.05; and
- (c) **ACCEPT BID FROM STRAIGHT STRIPE PAINTING**
Accept the lowest responsive bid from Straight Stripe Painting in the amount of \$565,907.35 for pavement maintenance on Taxiway A and Runway 17/35 and if accepted;
- (d) **AUTHORIZE AN AGREEMENT WITH STRAIGHT STRIPE PAINTING**
Authorize the execution of a construction agreement, notice of award, notice to proceed, and all other pertinent documents, between the City of Pocatello and Straight Stripe in the amount of \$565,907.35; and
- (e) **AUTHORIZE A WORK ORDER WITH ARDURRA**
Authorize the execution of a work order, and all other pertinent documents, between the City and Ardurra in the amount of \$239,412.26. Services provided under the work order will be construction administration of the new taxilane as well as grant and contract administration.

The projects will be funded with federal AIP and State of Idaho grant funds and budgeted Airport PFC funds. The awards and agreements are subject to approval by FAA and acceptance of the grant offers.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, to accept the recommendations of staff and approve items as outlined in Agenda Item No. 12(a) – 12(e) regarding this year's Airport Improvement Program (AIP) projects and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Mangum, Bates, Nichols, and Paulsen.



AGENDA ITEM NO. 13: AIRPORT ACDBE PLAN

Council was asked to approve an updated Airport Concession Disadvantaged Business Enterprise (ACDBE) plan, and authorize any future minor administrative changes to the plan, as needed and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve an updated Airport Concession Disadvantaged Business Enterprise (ACDBE) plan, and authorize any future minor administrative changes to the plan, as needed and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 14: LEASE AGREEMENTS/ RENEWAL AND RESOLUTIONS - AIRPORT

Council was asked to approve the following lease agreements and adopt corresponding resolutions for property at the Airport and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

(a) LEASE AGREEMENT - RANDY MOORE

A lease agreement renewal with Randy Moore for approximately 9,216 square feet of warehouse space for the purpose of fabrication of off-road vehicle specialty accessories and associated storage. The lease term will be five (5) years and rental rate will be \$1,230.66 per month.; and

(b) LEASE AGREEMENT - BRAVO 6

A lease agreement with Bravo 6 for approximately 1,200 square feet of conference room space for the operation of a flight instruction company. The lease term will be two (2) years and rental rate will be \$1,951.00 per month; and

(c) LEASE AGREEMENT - IDAHO INLINE HOCKEY

A lease agreement with Idaho Inline Hockey for approximately 3.25 acres of property upon which they will construct and operate an indoor hockey facility. The lease will be for a twenty (20) year term at a rental rate of \$1.00 for the first year and \$8,125.00 beginning in year two.

All rental rates will be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve the following lease agreements and adopt the following corresponding resolutions for property at the Airport and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review: a) Adopt a resolution (2025-20) and approve a lease agreement renewal with Randy Moore for approximately 9,216 square feet of warehouse space for the purpose of fabrication of off-road vehicle specialty accessories and associated storage; b) Adopt a resolution (2025-21) and approve a lease agreement with Bravo 6 for approximately 1,200 square feet of conference room space for the operation of a flight instruction company; and c) Adopt a resolution (2025-22) and approve a lease



agreement with Idaho Inline Hockey for approximately 3.25 acres of property upon which they will construct and operate an indoor hockey facility. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 15: SURPLUS PROPERTY DONATION - POLICE DEPARTMENT

Council was asked to approve donation of a surplus Emergency Vehicle Operations training car to the Bannock County Sheriff's Office and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. This vehicle was declared surplus property by the City Council on February 6, 2025. The Sheriff's Office wishes to use the car as a training aid in their Pursuit Intervention training program.

A motion was made by Mr. Nichols, seconded by Mr. Cheatum, to approve donation of a surplus Emergency Vehicle Operations training car to the Bannock County Sheriff's Office and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Cheatum, Bates, Mangum, and Paulsen.

AGENDA ITEM NO. 16: FIRST DUE CONTRACT FOR FIRE DEPARTMENT REPORTING SOFTWARE SERVICES

Council was asked to approve a service contract with First Due for software services and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Recent changes in national reporting requirements necessitates a change in fire reporting software. Funding is available in the Fire Department and Emergency Medical Services (EMS) budgets.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve a service contract with First Due for software services and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 17: LEASE AGREEMENT/RESOLUTION - ARC OF BANNOCK COUNTY, INC.:

Council was asked to adopt a Resolution and approve a lease agreement with ARC of Bannock County, Inc. for property located at 430 Willard Avenue and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, to adopt a Resolution (2025-23) and approve a lease agreement with ARC of Bannock County, Inc. for property located at 430 Willard Avenue and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Mangum, Bates, Nichols, and Paulsen.



AGENDA ITEM NO. 18: IT PIPES SERVICE AGREEMENT FOR WATER POLLUTION CONTROL SOFTWARE/STORAGE - WPC

Council was asked to approve a purchase and service contract agreement with IT Pipes for management of sanitary sewer CCTV data and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Subscription and implementation of the service in the amount of \$23,000.00 is available in the FY2025 WPC budget.

In response to questions from Council, Levi Adams, Water Pollution Control Superintendent, explained that the City is switching to a new cloud-based provider for CCTV video hosting due to storage and access issues with the current system. He stated the cost is comparable to the current system. The Engineering Department confirmed that the new system is compatible with current Engineering Department systems, and all existing footage will remain City property. Mr. Adams explained that the videos document new subdivisions and routine sewer inspections, allowing staff to review line conditions for development planning and maintenance.

A motion was made by Mr. Mangum, seconded by Mr. Nichols, to approve a purchase and service contract agreement with IT Pipes for management of sanitary sewer CCTV data and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Nichols, Bates, Cheatum, and Paulsen.

AGENDA ITEM NO. 19: WPC LIFT STATION PUMP PURCHASE - C. H. SPENCER, LLC

Council was asked to accept the recommendations of staff and approve the purchase of a new Fairbanks pump, submersible motor and components from C. H. Spencer, LLC in the amount of \$67,297.59 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The equipment will replace the existing pump at the McKinley Lift Station. Purchase of the equipment was approved by City Council at the March 20, 2025 Regular City Council meeting; however, the department was unable to procure the equipment prior to the expiration date of the quote. Funding for the purchase is available in the FY2025 WPC budget.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, to approve the purchase of a new Fairbanks pump, submersible motor and components from C. H. Spencer, LLC in the amount of \$67,297.59 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, and Nichols.

AGENDA ITEM NO. 20: STATE/LOCAL AGREEMENT FOR POLE LINE ROAD IMPROVEMENT PROJECT

Council was asked to approve a State/Local Agreement (SLA) between the Idaho Transportation Department and the City of Pocatello, and adopt a Resolution for the Pole Line Road Improvement Project, and authorize the match payment of \$10,000.00, which will be applied towards the required overall match for the project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The



TAP grant match requirement for this project is 7.34% of the programmed cost and funding has been allocated in Fund 70 to cover the expenses.

A motion was made by Mr. Mangum, seconded by Mr. Cheatum, to approve a State/Local Agreement (SLA) between the Idaho Transportation Department and the City of Pocatello, and adopt a Resolution (2025-24) for the Pole Line Road Improvement Project, and authorize the match payment of \$10,000.00, which will be applied towards the required overall match for the project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Mangum, Cheatum, Bates, Nichols, and Paulsen.

AGENDA ITEM NO. 21: STATE/LOCAL AGREEMENT ADDENDUM FOR CENTER STREET RAILROAD BRIDGE UNDERPASS REHAB PROJECT

Council was asked to approve a State/Local Agreement Addendum (Construction) between the Idaho Transportation Department (ITD) and the City of Pocatello, for the Center Street Railroad Bridge Underpass Rehab project to add funds already approved for the Center Street Pedestrian Bridge project and authorize the match payment of \$39,822.00, which will be applied towards the required overall match for the project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The match requirement for this project is 7.34% of the programmed cost and funding has been allocated in Fund 70 to cover the expenses.

Mayor Blad clarified the amount of the match payment is \$39,822.00, rather than the \$39,882.00 incorrectly listed on the agenda.

A motion was made by Mr. Nichols, seconded by Mr. Cheatum, to approve a State/Local Agreement Addendum (Construction) between the Idaho Transportation Department (ITD) and the City of Pocatello, for the Center Street Railroad Bridge Underpass Rehab project to add funds already approved for the Center Street Pedestrian Bridge project and authorize the match payment of \$39,822.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Cheatum, Bates, Mangum, and Paulsen.

AGENDA ITEM NO. 22: ITEMS FROM THE AUDIENCE

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

AGENDA ITEM NO. 23: ADJOURN

The Mayor reminded residents to be cautious over the weekend when using fireworks, noting that police and fire personnel will be patrolling and confiscating illegal fireworks and those being used in restricted areas. He urged the community to stay safe and treat first responders with respect as they perform their duties.

There being no further business, Mayor Blad adjourned the meeting at 6:36 p.m.



APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTESTED BY:

KONNI R. KENDELL, CITY CLERK

PREPARED BY:

AUBRIANA T. RESENDES, DEPUTY CITY CLERK





**CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
AUGUST 7, 2025**

A Special Meeting of the City Council was called to order by Mayor Brian Blad at 4:15 p.m. in the Paradise Conference Room at City Hall. Council members in attendance were Dakota Bates, Rick Cheatum, Corey Mangum, Brent Nichols and Hayden Paulsen. Council member Linda Leeuwrik arrived at 4:23 p.m.

Mayor Blad announced that the Emergency Executive Session was called to discuss an ongoing police investigation involving threats to a public official.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, to convene into Executive Session as outlined in Idaho Code 74-206(1)(d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code. Upon roll call, those voting in favor were Cheatum, Mangum, Bates, Nichols and Paulsen.

In addition to the Mayor and Council members, Jared Johnson, City Attorney, Roger Schei, Police Chief, Eric Anderson, Assistant Police Chief, and Konni Kendell, City Clerk, were in attendance.

Council members discussed topics within the parameters of the above statutes.

There being no further business, Mayor Blad adjourned the meeting at 5:07 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK

POLICY	City of Pocatello Safety Footwear Program
CITY COUNCIL ADOPTION DATE:	September 4, 2025
EFFECTIVE DATE:	October 1, 2025
ORIGINAL DATE:	October 1, 2019
DISTRIBUTION:	All Employees Identified in Appendix A
RESPONSIBLE DEPARTMENT:	Risk Management

- The purpose of this program is to enhance the employee safety by providing superior quality protective footwear, which meets or exceeds the current OSHA §1910 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards. Employees will be paid a Safety Footwear Allowance pursuant to the adopted Safety Footwear Program as adopted by City Council.
- Designated employees are required to wear safety footwear at all times while working in areas requiring safety footwear. These areas are determined by the department head or supervisor. Employees shall ensure that their safety footwear are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)
- The safety boot allowance will be included on all IRS W-2 forms as reportable taxable income and employees is liable for any and all taxes incurred for such safety footwear reimbursements. Any spending above the allowance will be the responsibility of the employee.
- Standalone policy: City of Pocatello Safety Footwear Program (hyperlinked in handbook)

City of Pocatello Safety Footwear Program

Effective October 1, 2025

1) Program Summary

The purpose of this program is to enhance the employee safety by providing superior quality protective footwear, meets or exceeds the current OSHA §1910 Standard, ASTM (ANSI) F2412-05 & F2413-05 Standards.

2) Program Details

- a) Employees are required to wear safety footwear at all times while working in areas requiring safety footwear. These areas are determined by the department head or supervisor. Employees shall ensure that their safety footwear are in safe working order (shoes with exposed steel cap no longer provide the safe protection they were designed for.)
- b) Employees will be required to acquire safety footwear before working in areas where the use of safety footwear is mandatory.
- c) Employee's failure to acquire the protective footwear within the prescribed timelines or failure to wear the footwear while at work, may subject the employee to disciplinary action up to and including termination.
- d) Supervisors/department heads are required to ensure that new employees with job classifications in Appendix A have been provided with the appropriate requirements. The department head and employee shall sign a notice of this policy. Department heads shall provide annual safety footwear information to all employees whose job classification appears on Appendix A.
- e) Each Department shall be responsible for the implementation and funding of the Safety Footwear Program. Each Department Head will have standard set for each position as explained in Appendix B.
- f) The Safety Footwear requirements as defined by department and position type are requirements of the positions. If an employee reports to work in inappropriate footwear it is subject to disciplinary action.
- g) Medical waivers for foot protection are not acceptable except for temporary conditions as certified by a medical practitioner licensed by the State of Idaho.
- h) The safety boot allowance will be included on all IRS W-2 forms as reportable taxable income and employees is liable for any and all taxes incurred for such safety footwear reimbursements. Any spending above the allowance will be the responsibility of the employee.

3) Procedures

The use of footwear is mandatory for all City personnel identified in Attachment A. Within thirty calendar days of employment an employee will be required to obtain safety footwear.

a) Footwear Definitions

i) Safety Toe Boots

- (1) Safety boots high boots shall be 6" height or greater, be leather or composite material, containing protective reinforcement made of steel or composite toes, and include a supported heal. The footwear must meet the American Society for Testing and Materials (ASTM) standard. Slip resistance is recommended.

ii) Work boots

- (1) Work boots shall be 6" height or greater, and be leather or composite material with a supported heal. Slip resistance is recommended.

iii) Limited Field Work

- (1) Limited field work positions are required to meet the specifications required by job sites, and any OSHA requirements in place due to funding. Slip resistant is recommended. The determination of boot style is determined by the Public Works Director, Director of Public Services, or Parks and Recreation Director. As these positions spend less than 50% of their time in the field they are at the limited field classification.

iv) Waterproof

- (1) Waterproof shoes that lace or pull on, slip resistance is recommended, and must cover the foot. Ankle and higher are acceptable.

NOTE: Suede material and wedge soles will not be authorized or approved.

4) Repair and Replacement

- a) With the exception of extraordinary work-related circumstances authorized in writing by their department head, replacement or repair of the safety footwear within that year period will be the responsibility of the employee.

5) Worker's Compensation Claims involving safety boot damage:

- a) Any employee who has an on-the-job injury who is not wearing appropriate footwear at the time of the injury is subject to reprimand up to and including termination.

6) Appeals:

- a) The Department Head may evaluate, on a case-by-case basis, employee requests for special footwear or exception to this program. If the Department Head approves special

footwear or an exception, they shall submit the request to City Public Works Director, Director of Public Services, or Parks and Recreation Director and Risk Manager.

- b) Medical certification from the employee's treating physician is required for such requested exception. The treating physician must provide an assessment of viable footwear alternatives that ensure the protection of the employee.
- c) The City Public Works Director, Director of Public Services, or Parks and Recreation Director, along with the Risk Manager will have the final approval of authorized alternative footwear and submit a final decision in writing. The employee will be responsible for additional costs above the original dollar value provided by the City for the safety footwear.

Appendix A

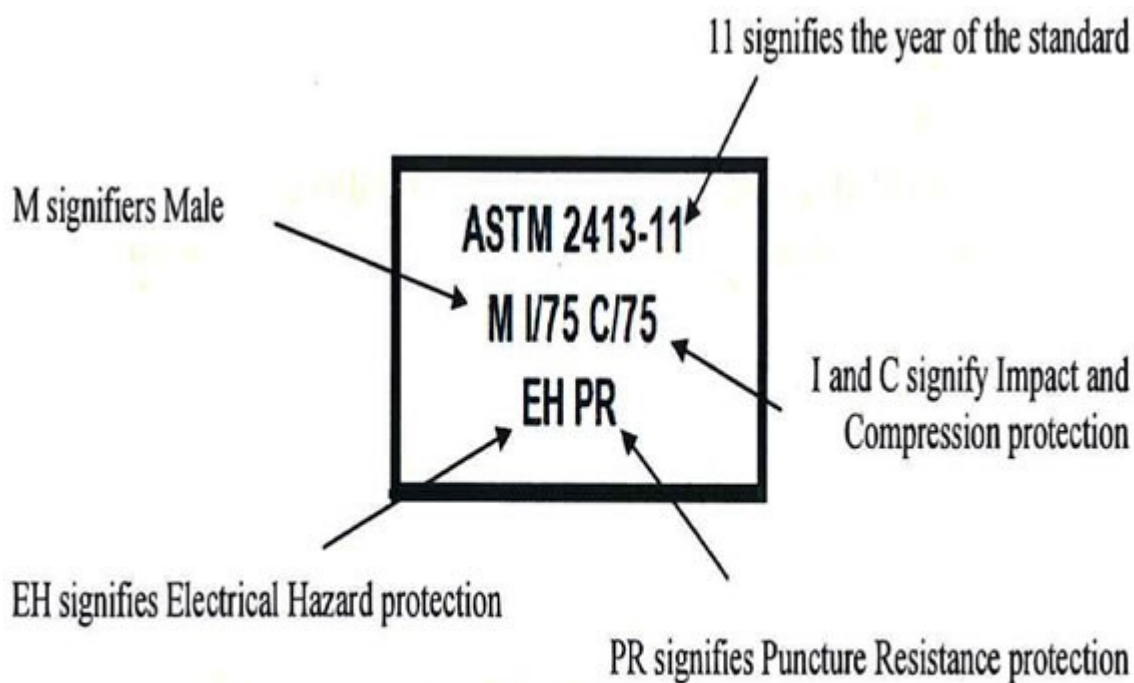
Position Classifications Allowances for the City of Pocatello Safety Footwear Program

Department	Position	Safety Toe	High Ankle	Limited Field	Water-proof
Airport	Airport Maintenance Supervisor	\$200			
Airport	Airport Operations Specialist		\$150		
Airport	Airport Senior Equipment Operator	\$200			
Airport	Facilities Maintenance Worker	\$200			
Animal Services	Animal Care Specialist				\$100
Animal Services	Maintenance Technician	\$200			
Building	Building Official			\$100	
Building	Building/Mechanical Inspector	\$200			
Building	Electrical Inspector	\$200			
Building	Plumbing & Mechanical Inspector	\$200			
Custodial	Custodian				\$100
Custodial	Custodian Supervisor				\$100
Engineering	City Surveyor		\$150		
Engineering	Engineering Technician			\$100	
Engineering	GIS Coordinator			\$100	
Engineering	GIS Analyst			\$100	
Engineering	Project Manager			\$100	
Engineering	Project Engineer			\$100	
Engineering	PW Development Engineer			\$100	
Engineering	Senior Engineer			\$100	
Engineering	Senior Engineering Technician			\$100	
Fleet	Mechanic	\$200			
Fleet	Mechanic – EVT	\$200			
Fleet	Fleet Operations Coordinator	\$200			
Fleet	Shop Foreman	\$200			
Parks	Cemetery Maintenance Technician	\$200			
Parks	Senior Cemetery Maintenance Technician	\$200			
Parks	Lead Zookeeper		\$150		
Parks	P&R Maintenance Technician		\$150		
Parks	Parks Maintenance & Facilities Manager		\$150		
Parks	Parks Landscaping & Greenspace Supervisor		\$150		
Parks	Recreation Technician		\$150		
Parks	Superintendent			\$100	

Department	Position	Safety Toe	High Ankle	Limited Field	Water-proof
Parks	Welder-Fabricator	\$200			
Parks	Zoo Maintenance Technician		\$150		
Parks	Zoo Manager		\$150		
Parks	Zookeeper		\$150		
Public Works	Environmental Technician			\$100	
Public Works	Public Works Director/City Engineer			\$100	
Public Works	Science & Envir. Administrator			\$100	
Sanitation	Sanitation Operations Lead	\$200			
Sanitation	Sanitation Operations Supervisor	\$200			
Sanitation	Sanitation Operator	\$200			
Sanitation	Senior Sanitation Operator	\$200			
Sanitation	Machinist/Fabrication Welder	\$200			
Street	Equipment Operator		\$150		
Street	Lead Equipment Operator		\$150		
Street	Lead Pavement Marking & Sign Tech.		\$150		
Street	Senior Equipment Operator		\$150		
Street	Street Maintenance Supervisor		\$150		
Street	Street Manager			\$100	
Street	Traffic Operations Supervisor		\$150		
Street	Traffic Signal Electrician		\$150		
Street	Utility Locator	\$200			
Transit	Transit Mechanic	\$200			
Transit	Transit Facilities Maintenance Worker	\$200			
Transit	Transit Maintenance Supervisor	\$200			
Utility Billing	Meter Reader		\$150		
Utility Billing	Meter Reader Supervisor		\$150		
Water	Construction Worker	\$200			
Water	Day Service Worker	\$200			
Water	Equipment Operator	\$200			
Water	Lead Construction Worker	\$200			
Water	Lead Plumber/Pipefitter	\$200			
Water	Night Service Worker	\$200			
Water	Pump & Purification Tech	\$200			
Water	Senior Equipment Operator	\$200			
Water	Water Mainline Foreman	\$200			
Water	Water Distribution Supervisor	\$200			
Water	Water Construction & Maintenance Supervisor	\$200			

Department	Position	Safety Toe	High Ankle	Limited Field	Water-proof
Water	Water Meter Technician	\$200			
Water	Water Operations Supervisor	\$200			
Water	Water Superintendent			\$100	
Water	Water Warehouseman	\$200			
Water	Welder-Fabricator	\$200			
WPC	WPC Collection System Assistant	\$200			
WPC	WPC Collection System Operator	\$200			
WPC	WPC Collection System Supervisor	\$200			
WPC	WPC Electrical & Instrumentation Asst	\$200			
WPC	WPC Facilities Maintenance Worker	\$200			
WPC	WPC Instrumentation & Programming Specialist	\$200			
WPC	WPC Lab Technician (1, 2 or 3)	\$200			
WPC	WPC Lead Collection System Operator	\$200			
WPC	WPC Mechanic/Welder	\$200			
WPC	WPC Plant Electrician	\$200			
WPC	WPC Plant Maintenance Supervisor	\$200			
WPC	WPC Plant Maintenance Technician	\$200			
WPC	WPC Plant Operations Supervisor	\$200			
WPC	WPC Pretreatment/Lab Supervisor	\$200			
WPC	WPC Pump & Generator Specialist	\$200			
WPC	WPC Senior Collection System Operator	\$200			
WPC	WPC Superintendent			\$100	
WPC	WPC Treatment Facility Assistant	\$200			
WPC	WPC Utility Systems Technician			\$100	
WPC	WPC Wastewater Treatment Specialist (1, 2 or 3)	\$200			

Appendix B Footwear Safety Standards



EXAMPLE ASTM F2413-11 LABEL

ASTM (American Society for Testing and Materials) 2413 sets the minimum standards and testing procedures for safety footwear.

The identification of the ASTM 2413 standard is:

- LINE 1 - ASTM F2413-11 (The F2413 identifies the ASTM Standard and the "11" signifies the year of the standard)
- LINE 2 - F (Female) or M (Male) and I/75 (Impact safety-toe protection) and C/75 (Compression safety- toe protection)
- LINE 3 - Used to reference additional protective features and they should appear in the order that they appear in the standard, i.e. Mt, Cd, EH, SD, PR.

How do I Read and Understand the Labels?

1) Impact (I) and Compression (C) Resistance

- a) A safety test is performed by dropping a 50-pound weight from a predetermined height (1.5 feet) at a designated speed. The I/75 C/75 rated footwear will protect the wearer's toes from an impact of up to 75 foot-pounds and compressive loads up to 2,500 pounds.
- b) The clearances under the safety toe after the test is performed are as follows:
 - i) Men-0.500 Inch (12.7mm)

- ii) Women-0.468 Inch (11.9mm)
 - c) *The standard doesn't cover the use of 'aftermarket add-on' protective toe devices*
- 2) Metatarsal - MT
 - a) Metatarsal protection is designed to prevent or reduce injuries when the toe and metatarsal areas of the foot are exposed to hazards. The metatarsal test is performed by dropping a 50 pound weighted bar 1.5 feet onto the metatarsal guard. (75 foot-pounds of impact energy.) The impact energy is the same as for the safety- toe impact. The clearance is measured by inserting a wax foot- form into the shoe to accurately measure the deflection of the metatarsal guard on the interior of the shoe.
 - b) The clearances under the metatarsal guard after the metatarsal impact are as follows:
 - i) Men- 1 Inch (25.4mm)
 - ii) Women-0.937 Inch (24mm)
 - c) The standard doesn't cover the use of 'after market add-on' guards
- 3) Conductive Footwear- CD
 - a) Conductive footwear is designed to discharge static electricity from a person's body through their shoes to the ground. This type of footwear is designed to minimize static electricity and take the "charge" out of your body so static discharge sparks do not occur.
 - b) The electrical resistance of conductive protective footwear should range between 0 and 500,000 ohms. (One-half Mega Ohm)
- 4) Electrical Shock Resistant Protection- EH
 - a) EH protective footwear is designed to reduce the hazards due to accidental contact with live electrical circuits and is only meant to be used as a secondary protection for electrical hazard environments.
 - b) The outer surface of the sole and heel shouldn't be penetrated by any electrically conductive component, like nails in the heel.
 - c) EH shock resistant footwear must be capable of withstanding the application of 18,000 volts at 60 Hz for 1 minute with no current flow or leakage in excess of 1.0 milliamperes.
- 5) Static Dissipating Footwear-SD
 - a) SD protective footwear is designed to reduce the buildup of excess static electricity by conducting body static charge to ground, while maintaining a sufficient high level of resistance that protects the wearer from electrical hazards due to live electrical circuits.
 - b) The electrical resistance must be greater than 1,000,000 ohms (1 Mega Ohms) and not exceed 100,000,000 ohms (100 Mega Ohms).
- 6) Sole Puncture Resistant Footwear - PR
 - a) Puncture resistant footwear includes a sole puncture resistant device (usually below the insole) which reduces the possibility of puncture wounds to the bottom of the feet.
 - b) PR footwear should withstand a minimum nail penetration force of 270 pounds.

Appendix C:
Department and Position Standard Requirements

This form needs to be completed and submitted to Human Resources prior to the fiscal year allowance payment to employees. Form is also available online at: <https://employees.pocatello.gov/forms>

Fiscal Year: _____

Department: _____

Position: _____

Allowance Amount (circle 1): \$200 \$150 \$100

Indicate the footwear safety features by checking the boxes below.

Safety Toe (employee choice)	☐	Ankle Support	☐
Steel Toe	☐	Lug Soles	☐
Aluminum Toe	☐	Puncture Resistant Sole (PR)	☐
Composite Toe	☐	Metatarsal Protection (MT)	☐
Electrical (Please specify)		Non-Slip	☐
Static Dissipative (SD)	☐	Waterproof	☐
Conductive (Cd)	☐	Water resistant	☐
Anti-Static (ESD)	☐	Chemical Resistant	☐
Dielectric Insulation (DI)	☐	Heat or Cold	☐
Laces	☐	Other:	☐

Supervisor Name: _____ **Date:** _____

Supervisor Signature: _____

Department Head Name: _____ **Date:** _____

Department Head Signature: _____

Please submit completed form to Human Resources or submit online.

For submission tracking

AGENDA ITEM #7

**POCATELLO CITY COUNCIL
HEARING: SEPTEMBER 4, 2025
EXECUTIVE SUMMARY**

REQUEST:

The application was submitted by the Tia Lloyd, property owner of 8728 North Kraft Road. The parcel consists of a single-family home located on a 1.86-acre parcel (more or less). The property owner desires to subdivide the property into two (2) lots to allow construction of a single-family home which is not permitted under the County zoning.

RECOMMENDATION:

The Commission recommends approval of the Annexation and Zoning application from Tia Lloyd to annex and zone the property to Residential-Commercial-Professional located at 8728 North Kraft Road, finding the application meets the standards for approval under Idaho Title 50-222(5a) and Municipal Code Section 17.02.110 with the conditions as outline the attached Public Works Memorandum and with the following condition – *“A minimum 20-foot wide public access easement shall be placed on the rear of Lot 2 of Songbird Way Short Plat as measured from the high water mark of the Portneuf River. A note shall specify that the easement is open to the public for access to the Greenway trail and river access”*

ATTACHMENTS:

- a. Planning & Zoning Commission Findings of Fact
- b. Planning & Zoning Commission Staff Report Packet

ATTACHMENT A

**PLANNING & ZONING COMMISSION FINDINGS
OF FACT & RECOMMENDATION**

FINDINGS OF FACT & RECOMMENDATION
CITY OF POCA TELLO
PLANNING & ZONING COMMISSION
HEARING AUGUST 13, 2025

APPLICANT:	Tia Lloyd	FILE: ANEX25-0005
OWNER:	Tia Lloyd	
REQUEST:	Annexation & Zoning	
LEGAL DESCRIPTION:	Submitted and reviewed	
GENERAL LOCATION:	8728 N. Kraft Road	
STAFF:	Matthew G. Lewis, M.S., Senior Planner	

Request:

The application was submitted by the Tia Lloyd, property owner of 8728 North Kraft Road. The parcel consists of a single-family home located on a 1.86-acre parcel (more or less). The property owner desires to subdivide the property into two (2) lots to allow construction of a single-family home which is not permitted under the County zoning.

Idaho Title 50-222(5a): “Annexation with consent” reads, *“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. In such a case, the subject land may extend beyond the city area of impact if the land is contiguous to the city and the comprehensive plan includes the area of annexation. Lands need not be contiguous to the city limits at the time a landowner consents to annexation for the property to be subject to a valid consent to annex, but no annexation of lands may occur, regardless of consent, until such land becomes contiguous to the city. 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.”*

As proposed, the subject property is within the adopted Area of City Impact, and lies contiguous to the City of Pocatello limits at the northern most property line. The applicant, Tia Lloyd is the property owner of the subject 1.86-acre parcel. The parcel is designated Mixed Use (MU) on the City’s Future Land Use Map and is proposed to be zoned Residential-Commercial-Professional (RCP).

Notification: Notice was published in the Idaho State Journal and a sign was posted on the subject property on July 23, 2025. All affected property owners as well as 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 annexation. In accordance with Idaho State Code Title 50, Chapter 2, effected property owners have been provided more than twenty-eight (28) days’ notice of the proposed annexation and have been provided an annexation plan as well as opportunity to provide comment on the proposal. No written comment from the public has been received at the time this report was submitted.

Public Hearing: A public hearing was held before the Planning & Zoning Commission on the evening of August 13, 2025. Matthew Lewis, Senior Planner, provided a brief presentation and reasoning for the request. Staff finds that the request is in statutory compliance with Idaho Code 50-222(5a) and Municipal Code Section 17.02.110. There were no comments from the public provided.

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. Zoning Map Amendment Review Criteria Analysis

REVIEW CRITERIA (17.02.170.E):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	Idaho Code 50-222	Annexation by Cities
			FINDING	The annexation request is in statutory compliance with Idaho State Code Section 50-222(5)(a) "Annexation with consent". As proposed, the subject property is within the adopted Area of City Impact, and lies contiguous to the City of Pocatello limits at the northern most property line. The applicant, Tia Lloyd is the property owner of the subject 1.86 acres.
☒	☐	☐	17.02.170 E1	How the requested zoning at the location in question would be in the community's best interest.
			FINDING	The subject parcel entails 1.86-acres (more or less) and is proposed to be zoned Residential Commercial Professional (RCP) in accordance with the City's Future Land Use Map designation of Mixed Use (MU).
☒	☐	☐	17.02.170 E2	How the list of uses permitted by the zoning ordinance would blend with surrounding land uses.
			FINDING	The RCP zoning district is intended to accommodate a mix of residential, professional office, and neighborhood commercial uses including business/professional services, convenience retail, personal services, and restaurants, in close proximity to residential areas and major transportation facilities. Residential uses are permitted consistent with the density and requirements of the RH zoning district. Heliports, medical centers, and some utilities are conditionally permitted. Developments in the RCP zoning district may be used to serve as a buffer between residential areas and commercial and/or industrial areas. The RMM zoning district is designed to accommodate a mix of housing types including single-family dwellings, townhomes, two-family dwellings, multi-family dwelling units, condominiums and accessory dwellings. Development standards for this zoning district promote pedestrian travel to a variety of neighborhood services within close proximity. Surrounding zoning districts include: Residential Medium Density Multi-family (RMM), Residential/Commercial/Professional (RCP), Light Industrial (LI), and Industrial (I). Existing development within and surrounding the subject property includes residential, commercial, and industrial land uses. All existing uses not permitted within the proposed zoning districts will be considered legal-nonconforming. Lot one (1) of Songbird Way will include the existing home and entail 0.31 acres or 13,503 sq.ft. (more or less). Lot 2 will encompass 1.51-acres (more or less) where the applicant desires to construct a single-family home. A short plat will be considered by the City Council at their regularly scheduled meeting September 4, 2025. The rear portion of the property extends to the centerline of the Portneuf River. As such the Future Land Use Map has approximately 0.63 acres designated as Open Space (OS). The subject property is one of two remaining areas where access is needed for the Greenway Trail and access to the river for periodic maintenance. This being the case the Commission is recommending that condition be added requiring that a minimum 20-foot wide public access easement be placed on the rear of Lot 2 as measured from the high water. The note shall specify that the easement is public for the purpose of access to the Greenway Trail and river access.

☒	☐	☐	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	All of the subject property is suitable for the type and intensity of land uses permitted within RCP.
☒	☐	☐	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 subject property can be adequately served by water; however, sewer will need to be extended at 450-feet therefore an exception is being requested and Public Works Staff is in favor of such. A Real Covenant will be required for future placement of curb, gutter and sidewalk.
☒	☐	☐	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	Most uses permitted in the proposed zoning districts would be compatible to existing development within and surrounding the subject property which are mainly single-family residences. Existing uses not permitted in the proposed zoning districts would be considered legal-nonconforming.
☒	☐	☐	17.02.170 E6	Whether the proposed zoning designation is consistent with the Future Land Use Map designation.
			FINDING	The proposed zoning designation of RCP is consistent with the City's Future Land Use Map.

PLANNING & ZONING COMMISSION RECOMMENDATION: In consideration of the application and location the Commission recommends approval of the Annexation and Zoning application from Tia Lloyd to annex and zone property located at 8728 North Kraft Road, finding the application meets the standards for approval under Idaho Title 50-222(5a) and Municipal Code Section 17.02.110 with the conditions as outline the attached Public Works Memorandum and with the following condition – *“A minimum 20-foot wide public access easement shall be placed on the rear of Lot 2 of Songbird Way Short Plat as measured from the high water mark of the Portneuf River. A note shall specify that the easement is open to the public for access to the Greenway trail and river access”*



Adam Geyer, Vice Chairman
City of Pocatello Planning & Zoning Commission
Authorized to sign 8.13.25

STATE OF IDAHO)

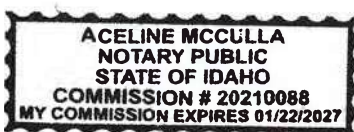
ss:

County of Bannock)

On this 14th day of August, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Vice Chairman Adam Geyer on behalf of the City of Pocatello Planning and Zoning Commission, 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.

Seal




Aceline McCulla
Notary Public for Idaho
Residing in Pocatello, Idaho

Memorandum

To: Becky Babb, Planning Manager

From: Merrill Quayle PE, Public Works Development

Engineer Date: August 4, 2025

Re: Kraft-Lloyd – P&Z 8.13.2025, CC 9.4.2025, Application #ANEX25-0005

Background

Applicants Tia Lloyd, the property owner/applicant and Jose Nava, GVE Drafting and Land Surveying, the surveyor, has requested that approximately 1.82 acres between the Portneuf River and Kraft Road to be annexed into the corporate boundaries of the City of Pocatello, a Political Subdivision of Idaho.

Location Between the Portneuf River and Kraft Road

Utilities/Infrastructure Culinary water and fire flow will be served from the existing water main in Kraft Road. Service lines will need to be extended to the annexed property. Sanitary sewer is located on the opposite side of the Portneuf River. There is no sewer in Kraft Road and would need to be extended 2200-feet to serve the two homes. Stormwater will need to be detained/retained in accordance with the Portneuf Valley Stormwater Design Manual.

Conditions

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

1. Annexation water values per Resolution 2006-02 requires a developer requesting annexation or zoning application to provide:
 - A documented source of water, deliverable to the city, sufficient for the water needs of Developer and the development **Or**
 - Cash as necessary to obtain the water utilizing a formula determined by the City and based upon the following:
 - Current market value \$/acre foot) Multiplied by
 - Average water use acre-feet) Plus
 - 20% for administrative/legal costs
2. Annexation water values will be calculated at the time final plats are submitted and payment shall be received prior to any plat being recorded with Bannock County. If final plat approval is beyond one (1) year from the time of Council's Decision of annexation



3. approval, or if the number or type of lots to be platted diverge from what was previously approved, then the water assessment calculation will be reviewed and may be amended to utilize up-to-date values and figures.
4. Water and road infrastructure are available for said development but, the sewer may be impractical due to the Portneuf River and length to extend for two homes. See city code 13.16.085: CONNECTION TO PROXIMATE SEWER REQUIRED: (B) In cases where the above connection is impractical, as determined by the Director, a private septic system may be permitted provided that a one-acre minimum parcel size exists and the parcel is or can be served by a Municipal water supply. If the parcel is served by a private water supply, the parcel size must be a minimum of two and one-half (2 1/2) acres before a private septic system may be permitted.
5. All city standards in affect 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.

ATTACHMENT B

PLANNING & ZONING COMMISSION STAFF

REPORT PACKET

**PLANNING & ZONING COMMISSION
HEARING: AUGUST 13, 2025
STAFF REPORT**

APPLICANT:	Tia Lloyd	
REQUEST:	Annexation & Zoning	ANEX25-0005
LEGAL DESCRIPTION:	Submitted and reviewed	
GENERAL LOCATION:	8728 N. Kraft Road	
STAFF:	Matthew G. Lewis, M.S., Senior Planner	

SUMMARY:

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 50-222(5a) 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 Tia Lloyd to annex and zone property located at 8728 North Kraft Road, finding the application meets the standards for approval under section 17.02.110 of Pocatello City Code, [*with the following condition attached – A minimum 20-foot wide public access easement shall be placed on the rear of Lot 2 of Songbird Way Short Plat as measured from the high water mark of the Portneuf River. A note shall specify that the easement is open to the public for access to the Greenway trail and river access*], 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 Tia Lloyd to annex and zone property located at 8728 North Kraft Road, finding the application does not meet the standards for approval under section 17.02.110 of Pocatello City Code, finding that: [cite findings for denial], and to authorize the Chair to sign the findings of fact."

GENERAL BACKGROUND:

Request: The annexation request is in statutory compliance with Idaho State Code Section 50-222 (5a) "Annexation with consent" reads, "*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. In such a case, the subject land may extend beyond the city area of impact if the land is contiguous to the city and the comprehensive plan includes the area of annexation. Lands need not be contiguous to the city limits at the time a landowner consents to annexation for the property to be subject to a valid consent to annex, but no annexation of lands may occur, regardless of consent, until such land becomes contiguous to the city. 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.” As proposed, the subject property is within the adopted Area of City Impact, and lies contiguous to the City of Pocatello limits at the northern most property line. The applicant, Tia Lloyd is the property owner of the subject 1.86-acre parcel. The parcel is designated Mixed Use (MU) on the City’s Future Land Use Map and is proposed to be zoned Residential-Commercial-Professional (RCP).

Physical Characteristics of the Site: The parcel consists of a single-family home located on a 1.86-acre parcel (more or less). The rear portion of the property extends to the centerline of the Portneuf River. As such the Future Land Use Map has approximately 0.63 acres designated as Open Space (OS). The subject property is one of two remaining areas where access is needed for the Greenway Trail and access to the river for periodic maintenance. This being the case Staff is recommending that condition be added requiring that a minimum 20-foot wide public access easement be placed on the rear of Lot 2 as measured from the high water. The Note shall specify that the easement is public for the purpose of access to the Greenway Trail and river access.

Notification: Notice was published in the Idaho State Journal and a sign was posted on the subject property on July 23, 2025. All affected property owners as well as 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 annexation. In accordance with Idaho State Code Title 50, Chapter 2, effected property owners have been provided more than twenty-eight (28) days notice of the proposed annexation and have been provided an annexation plan as well as opportunity to provide comment on the proposal. No written comment from the public has been received at the time this report was submitted.

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

ATTACHMENTS:

A. Application & Supporting Materials

B. Public Works Memorandum August 4, 2025

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. Zoning Map Amendment Review Criteria Analysis

REVIEW CRITERIA (17.02.170.E):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	Idaho Code 50-222	Annexation by Cities
			<i>Staff Review</i>	The annexation request is in statutory compliance with Idaho State Code Section 50-222(5)(a) “Annexation with consent”. As proposed, the subject property is within the adopted Area of City Impact, and lies contiguous to the City of Pocatello limits at the northern most property line. The applicant, Tia Lloyd is the property owner of the subject 1.86 acres.
☒	☐	☐	17.02.170 E1	How the requested zoning at the location in question would be in the community’s best interest.
			<i>Applicant Response</i>	I believe keeping the current mixed-use zoning is the best fit for this property and the surrounding area. I’m in the process of building a high-quality single-family home that will add beauty and value to the neighborhood, but I also want to make sure the land stays flexible for the future as community needs change. Mixed-use zoning gives room for a thoughtful mix of residential, agricultural, and small-scale uses—like gardens, home-based work, or even small services that support the community—without taking away from the peaceful, rural feel of the area. It keeps the land useful, but still grounded in the lifestyle and look of the neighborhood. To me, this annexation isn’t just about now—it’s about making sure we’re developing in a way that makes sense long term. Keeping the mixed-use designation helps strike a balance between investing in the land and respecting the unique character of this part of the city.

			<i>Staff Review</i>	As noted above, the subject parcel entails 1.86-acres (more or less) and is proposed to be zoned Residential Commercial Professional (RCP) in accordance with the City's Future Land Use Map designation of Mixed Use (MU).
			17.02.170 E2	How the list of uses permitted by the zoning ordinance would blend with surrounding land uses.
			<i>Applicant Response</i>	I believe the mixed-use zoning fits really well with the character of this area. The land around me includes homes, agricultural space, and open natural areas—and the uses allowed under this zoning respect and support that balance. My intention is to build a beautiful, well-maintained home that complements the landscape and adds value to the neighborhood, without disrupting the rural feel that makes this part of Pocatello special. The mixed-use designation also allows for thoughtful, low-impact uses in the future, like small-scale agricultural or home-based projects, which are very much in line with what already exists nearby. It gives flexibility for the land to evolve with community needs, while still maintaining the peaceful and open nature of the surroundings. My goal is to be a good steward of the land and contribute to a neighborhood that feels welcoming, intentional, and connected.
☒	☐	☐	<i>Staff Review</i>	The RCP zoning district is intended to accommodate a mix of residential, professional office, and neighborhood commercial uses including business/professional services, convenience retail, personal services, and restaurants, in close proximity to residential areas and major transportation facilities. Residential uses are permitted consistent with the density and requirements of the RH zoning district. Heliports, medical centers, and some utilities are conditionally permitted. Developments in the RCP zoning district may be used to serve as a buffer between residential areas and commercial and/or industrial areas. The RMM zoning district is designed to accommodate a mix of housing types including single-family dwellings, townhomes, two-family dwellings, multi-family dwelling units, condominiums and accessory dwellings. Development standards for this zoning district promote pedestrian travel to a variety of neighborhood services within close proximity. Surrounding zoning districts include: Residential Medium Density Multi-family (RMM), Residential/Commercial/Professional (RCP), Light Industrial (LI),

				and Industrial (I). Existing development within and surrounding the subject property includes residential, commercial, and industrial land uses. All existing uses not permitted within the proposed zoning districts will be considered legal-nonconforming. Lot one (1) of Songbird Way will include the existing home and entail 0.31 acres or 13,503 sq.ft. (more or less). Lot 2 will encompass 1.51-acres (more or less). The applicant notes in their written narrative that they are exploring three potential development options on Lot 2 specifically as follows: • Construction of single-family residence (permitted); • Barndominium with additional living space (permitted) • Luxury RV Park – Note this use is not permitted nor conditionally permitted in the RCP zoning district
☒	☐	☐	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.
			<i>Applicant Response</i>	This property is well-suited for the types of uses allowed under the mixed-use zoning. It's a full acre with level ground, mature trees, and direct access off Kraft Road, making it ideal for residential use as well as other light, low-impact uses permitted under this district. The land already includes a well and will have its own septic system, allowing it to support a home and potential agricultural or irrigation uses without placing a burden on city infrastructure. The surrounding area is low-density and quiet, and my goal is to maintain that peaceful feel while building a home that adds beauty and long-term value. The space is more than adequate to accommodate a single-family residence, landscaping, and the flexibility for small-scale mixed-use possibilities—without overdeveloping or overwhelming the site.
			<i>Staff Review</i>	All of the subject property is suitable for the type and intensity of land uses permitted within RCP.
☒	☐	☐	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.

			<i>Applicant Response</i> The property has direct access to Kraft Road, which provides reliable connectivity for residents, emergency vehicles, and service providers. Police and fire protection are already active in this area and can continue to serve both parcels without issue. The existing home on the property will continue using the private well for all of its water needs. The new home that will be built on the second parcel will connect to city water for domestic use, ensuring clean, regulated drinking water. Both homes will share the well for irrigation and agricultural purposes only, which helps reduce demand on public water infrastructure. A private septic system will be installed for the new home in accordance with health regulations, keeping wastewater systems localized and independent from city sewer lines. Refuse collection is already available and will extend to both residences. The site naturally drains well and poses no known flood risk. Given the low-density residential nature of this development and its compatibility with surrounding land uses, the impact on public services and schools will be minimal. At the same time, this project contributes positively to the community through improved land use, increased property value, and long-term tax support.	
			<i>Staff Review</i> The subject property can be adequately served by water, however, sewer will need to be extended at 450-feet therefore an exception is being requested and Public Works Staff is in favor of such. A Real Covenant will be required for future placement of curb, gutter and sidewalk.	
☒	☐	☐	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. <i>Applicant Response</i> The property has direct access to Kraft Road, which provides reliable connectivity for residents, emergency vehicles, and service providers. Police and fire protection are already active in this area and can continue to serve both parcels without issue. The existing home on the property will continue using the private well for all of its water needs. The new home that will be built on the second parcel will connect to city water for domestic use, ensuring clean, regulated drinking water. Both homes will share	

				the well for irrigation and agricultural purposes only, which helps reduce demand on public water infrastructure. A private septic system will be installed for the new home in accordance with health regulations, keeping wastewater systems localized and independent from city sewer lines. Refuse collection is already available and will extend to both residences. The site naturally drains well and poses no known flood risk. Given the low-density residential nature of this development and its compatibility with surrounding land uses, the impact on public services and schools will be minimal. At the same time, this project contributes positively to the community through improved land use, increased property value, and long-term tax support.
			<i>Staff Review</i>	Most uses permitted in the proposed zoning districts would be compatible to existing development within and surrounding the subject property which are mainly single-family residences. Existing uses not permitted in the proposed zoning districts would be considered legal-nonconforming.
☒	☐	☐	17.02.170 E6	Whether the proposed zoning designation is consistent with the Future Land Use Map designation.
			<i>Applicant Response</i>	Yes, the proposed zoning designation is consistent with the Comprehensive Plan Land Use Map. The area is identified for mixed-use or transitional development, which supports a blend of residential, agricultural, and low-intensity uses—exactly what is being proposed for this property. By maintaining the mixed-use zoning, this request aligns with the city’s long-term vision for thoughtful growth, flexibility, and preserving the rural character while allowing for responsible, low-density development. The use of the land for a single-family home, irrigation, and future light agricultural or home-based options fits well within the intent of the plan and supports the broader goals of balanced, sustainable land use in this part of the community.
			<i>Staff Review</i>	The proposed zoning designation of RCP is consistent with the City’s Future Land Use Map.

ATTACHMENT A

APPLICATION & SUPPORTING MATERIALS

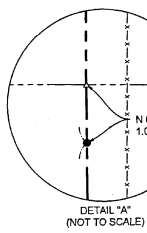
RECORD OF SURVEY

TIA LLOYD
DEED INST. NO. 22403615
LOCATED IN PART OF THE
NE 1/4 OF SECTION 21,
T. 6 S., R. 34 E., B.M.,
BANNOCK COUNTY, IDAHO

RECORDER CERTIFICATE

Instrument # 22408278
Bannock County, Pocatello, Idaho
08/07/2024 09:43:43 PM No. of Pages: 1
Recorded for: DVE DRAFTING AND LAND SURVEY
Jason C. Henson Fee: \$5.00
Deputy: J. Brainer

Jason Brainer



FOUND 5" REFERENCE MONUMENT
PER ROS INST. NO. 631810

N 1/4 COR. SEC. 21,
FOUND 6" DIA IRON
FENCE POST PER
CPRF INST. NO. 782026

WE 1/64 CORNER
COMPUTED POSITION
NOT FOUND OR SET

NE COR. SEC. 21,
FOUND 3" DIA IRON BRASS
CAP IN STANDARD VAULT
PER CPRF INST. NO.
20326704

SCALE: 18 x 24
1 IN. = 60 FT.

BASIS OF BEARING
GRID BEARINGS BASED ON THE CENTRAL
MERIDIAN OF THE EAST ZONE OF THE IDAHO
STATE PLANE COORDINATE SYSTEM
(NAD83/2011)

LEGEND

- SET 1/2" DIA x 3" LONG IRON PIN W/ PLASTIC
CAP INSCRIBED PLS 19356
- FOUND BANNOCK COUNTY BRASS CAP
MONUMENT OR AS OTHERWISE NOTED
- FOUND 1/2" IRON PIN W/ NO PLASTIC CAP OR
AS OTHERWISE NOTED
- ◇ FOUND 5/8" DIA IRON PIN WITH NO CAP



FOUND SECTION MONUMENTS
AS NOTED

△ CALCULATED POSITION

--- SECTION LINE

--- ROAD RIGHT OF WAY

--- PARCEL BOUNDARY

- - - - - EXISTING FENCE

--- PORTNEUF RIVER BANK

--- EXISTING DEED LINES

--- ROAD CENTERLINE

RP REFERENCE POINT

(R1- ---) BEAR/DIST PER BANNOCK COUNTY SURVEY
MAP DATED FEB. 1930, REVISED FEB. 8, 1945,
APPROVED BY W.P. HAVENOR.

(R2- ---) BEAR/DIST PER RECORD OF SURVEY
INST. NO. 739728

(R3- ---) BEAR/DIST PER RECORD OF SURVEY
INST. NO. 780176

(R4- ---) BEAR/DIST PER RECORD OF SURVEY
INST. NO. 21608553

(R5- ---) BEAR/DIST PER FEDERAL AID
PROJECT NO. F.A.G.S. 57

NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO IDENTIFY AND MARK THE BOUNDARY OF THE LANDS
DESCRIBED IN DEED INST. NO. 22403615.

THE EASTERLY BOUNDARY OF SAID DEED PARCEL WAS ESTABLISHED BY HOLDING THE EAST
LINE OF THE NW 1/4 SW 1/4 NE 1/4 AND THE EAST LINE OF THE SW 1/4 NE 1/4. THE WESTERLY BOUNDARY
WAS HELD AS BEING 130 FT WEST AND PARALLEL TO THE SAID EASTERLY BOUNDARY. THE
SOUTHERLY BOUNDARY ADJOINS THE NORTHERLY RIGHT OF WAY OF CRAFT ROAD. THE
NORTHERLY BOUNDARY ADJOINS THE CENTERLINE OF THE PORTNEUF RIVER.

THE CENTERLINE OF PORTNEUF RIVER WAS ESTABLISHED BY LOCATING THE EXISTING NORTH
AND SOUTH BANKS OF THE RIVER AND CREATING A BEST FIT LINE ALONG THE CENTER. THE
RIGHT OF WAY OF CRAFT ROAD AND THE SAID 1/2 SECTION LINES WERE ESTABLISHED FROM
FOUND MONUMENTS IN ACCORDANCE WITH A BANNOCK COUNTY SURVEY MAP DATED FEB. 1930,
REVISED FEB. 8, 1945, AND APPROVED BY W.P. HAVENOR. THE EAST LINE OF THE SW 1/4 NE 1/4
WAS CALCULATED FROM FOUND MONUMENTS AT THE NORTH AND NORTHEAST CORNERS OF SAID
SECTION AND A FOUND BANNOCK COUNTY BRASS CAP MONUMENT AT THE NE CORNER OF THE
NW 1/4 SW 1/4 NE 1/4.

NO TITLE REPORT WAS EXECUTED CONCURRENT WITH THIS SURVEY. NO ADDITIONAL
EASEMENT/RIGHT OF WAY INFORMATION WAS RESEARCHED THAT MAY ENCUMBER THE
HEREON PROPERTY. THE INFORMATION AND BOUNDARY DEPICTED ON THIS SURVEY IS A
REPRESENTATION AND INTERPRETATION BASED ON THE CURRENT DEED DESCRIPTION.

SURVEY REFERENCES

ROS INST. NO. 739728 DEED INST. NO. 20108375
ROS INST. NO. 780176 DEED INST. NO. 21601755
ROS INST. NO. 21608553 DEED INST. NO. 22013012
FEDERAL AID PROJECT DEED INST. NO. 22302767
NO. F.A.G.S. 57 DEED INST. NO. 22403615
CPRF INST. NO. 782026
CPRF INST. NO. 20326704

BANNOCK COUNTY SURVEY MAP
DATED FEB. 1930, REVISED FEB. 8, 1945,
APPROVED BY W.P. HAVENOR.

LINE TABLE		
NUMBER	DIRECTION	DISTANCE
L1	S 8°28'45" E	20.72'

CURVE TABLE					
NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	CHORD LENGTH
C1	117°52'16"	S 67°24'53" E	66.06'	41.00'	64.35'
C2	20°50'39"	S 1°56'34" W	18.39'	100.00'	35.38'
C3	72°13'17"	S 23°44'45" E	95.49'	130.90'	164.99'
C4	4°02'47"	S 48°57'20" E	27.15'	766.60'	54.28'

SURVEYOR'S CERTIFICATE

I, JOSE T. NAVA 19356 IDAHO, HEREBY CERTIFY THAT
THIS MAP CORRECTLY REPRESENTS A SURVEY MADE
BY ME OR UNDER MY DIRECTION, IN CONFORMANCE
WITH THE LAW(S), CHAPTER 19, TITLE 55, IDAHO CODE.

JOSE T. NAVA PLS-19356

DATE



GVE
DRAFTING AND LAND
SURVEYING

1290 MOUNTAIN WEST DR.
POCATELLO ID. 83202
208-317-6189 CELL

RECORD OF SURVEY

TIA LLOYD
LOCATED IN PART OF THE
NE 1/4 OF SECTION 21,
T. 6 S., R. 34 E., B.M.,
BANNOCK COUNTY, IDAHO

DRAWN BY:

PLM/JTN

PROJECT NO:

24-007

DATE:

08/06/2024

SHEET:

1 of 1

Pocatello Planning Map



DRAFT (07/01/2024)

LEGAL DESCRIPTION TIA LLOYD PARCEL ANNEXATION DESCRIPTION

A parcel of land located in the Northeast $\frac{1}{4}$ of Section 21, Township 6 South, Range 34 East Boise Meridian, Bannock County Idaho, being the same lands as described in deed instrument 22403615 of the records of Bannock County, more particularly described as follows:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said section, point being marked with a Bannock County Brass Cap Monument; Thence South 00°22'40" West, a distance of 338.45 feet along the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ to the Northeasterly Right-of-Way of Kraft Road; Thence along said Right-of-Way, North 48°58'44" West, a distance of 171.33 feet to a point being west and 130 ft perpendicular distance to the East line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$; Thence North 00°22'40" East, a distance of 226.77 feet along a parallel line to said East line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ to a point being west and 130 ft perpendicular to the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said section; Thence North 00°18'14" East, a distance of 421.35 feet along a parallel line to said East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ to the centerline of the Portneuf River; Thence along said centerline for the following four (4) courses:

- (1) Thence along a 41-foot radius curve concave to the Southwest, whose center bears South 36°21'01" East and through a central angle of 117°52'16", an arc distance of 84.35 feet, (chord bearing of South 67°24'53" East, chord length of 70.24 feet) to a point of tangency of said curve;
- (2) Thence South 08°28'45" East, a distance of 20.72 feet to a point of curvature of a 100.00-foot radius curve, concave to the West whose center bears South 81°31'15" West;
- (3) Thence along said 100-foot radius curve, and through a central angle of 20°50'39", an arc distance of 36.38 feet, (chord bearing of South 01°56'34" West, chord length of 36.18 feet) to a point of a 130.90-foot radius reverse curve concave to the Northeast whose center bears South 77°38'06" East;
- (4) Thence along said 130.90-foot radius curve, and through a central angle of 72°13'17", an arc distance of 164.99 feet, (chord bearing of South 23°44'45" East, chord length of 154.29 feet) to a point on the East line of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said section;

Thence leaving said centerline and along said East line, South 00°18'14" West, a distance of 197.28 feet to the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ of said section and the **True Point of Beginning**.

Comprising 1.82 acres more or less

ATTACHMENT B
PUBLIC WORKS MEMORANDUM

Memorandum

To: Becky Babb, Planning Manager

From: Merrill Quayle PE, Public Works Development

Engineer Date: August 4, 2025

Re: Kraft-Lloyd – P&Z 8.13.2025, CC 9.4.2025, Application #ANEX25-0005

Background

Applicants Tia Lloyd, the property owner/applicant and Jose Nava, GVE Drafting and Land Surveying, the surveyor, has requested that approximately 1.82 acres between the Portneuf River and Kraft Road to be annexed into the corporate boundaries of the City of Pocatello, a Political Subdivision of Idaho.

Location Between the Portneuf River and Kraft Road

Utilities/Infrastructure Culinary water and fire flow will be served from the existing water main in Kraft Road. Service lines will need to be extended to the annexed property. Sanitary sewer is located on the opposite side of the Portneuf River. There is no sewer in Kraft Road and would need to be extended 2200-feet to serve the two homes. Stormwater will need to be detained/retained in accordance with the Portneuf Valley Stormwater Design Manual.

Conditions

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

1. Annexation water values per Resolution 2006-02 requires a developer requesting annexation or zoning application to provide:
 - A documented source of water, deliverable to the city, sufficient for the water needs of Developer and the development **Or**
 - Cash as necessary to obtain the water utilizing a formula determined by the City and based upon the following:
 - Current market value \$/acre foot) Multiplied by
 - Average water use acre-feet) Plus
 - 20% for administrative/legal costs
2. Annexation water values will be calculated at the time final plats are submitted and payment shall be received prior to any plat being recorded with Bannock County. If final plat approval is beyond one (1) year from the time of Council's Decision of annexation



3. approval, or if the number or type of lots to be platted diverge from what was previously approved, then the water assessment calculation will be reviewed and may be amended to utilize up-to-date values and figures.
4. Water and road infrastructure are available for said development but, the sewer may be impractical due to the Portneuf River and length to extend for two homes. See city code 13.16.085: CONNECTION TO PROXIMATE SEWER REQUIRED: (B) In cases where the above connection is impractical, as determined by the Director, a private septic system may be permitted provided that a one-acre minimum parcel size exists and the parcel is or can be served by a Municipal water supply. If the parcel is served by a private water supply, the parcel size must be a minimum of two and one-half (2 1/2) acres before a private septic system may be permitted.
5. All city standards in affect 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 #8

**POCATELLO CITY COUNCIL
HEARING: SEPTEMBER 4, 2025
EXECUTIVE SUMMARY**

REQUEST:

Buck Swaney of Smart Town LLC., has submitted an application for a Planned Unit Development (PUD) to develop 20.41 acres (more or less) into 283 zero lot line townhomes and common areas. The subject parcels include: RPCPP147101, RPCPP147102, RPCPP147105, RPCPP147106, and a portion of RPCPP147200, entailing 20.41 acres (more or less). The request is to allow for lot size averaging as outlined under Pocatello Municipal Code Section 17.02.140.

PLANNING & ZONING COMMISSION RECOMMENDATION: In consideration of the application and proposed development, the Planning and Zoning Commission concludes that the Planned Unit Development request is compliant with Pocatello Municipal Code Section 17.02.140 and therefore recommends approval of the application with the following conditions attached:

1. All applicable standards of Pocatello Municipal Code 16.20 & 16.24 shall be strictly adhered to;
2. All open space designated as part of the subject PUD shall be maintained by the future Homeowners Association subject to the standards of Municipal Code 17.02.140.D.4;
3. The parking area shall be dedicated as shared common area and at no point may any fencing or other obstruction be placed within the parking and access area so as to prevent fire access and turnaround. That the applicant shall maintain and enforce a no parking requirement along the private drive aisles;
4. The applicant shall provide a 2' easement line around the footprint of each building cluster to provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association. This easement shall be shown on the preliminary and final plat for each phase of the development;
5. All proposed amenities shall be complete with each phase as proposed;
6. A traffic impact analysis is required at the time of Preliminary or Final plat, as required by the Public Works Department;
7. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code;
8. All approved architectural standards shall be enforced by the homeowner's association per Municipal Code 17.02.140.G.5; and
9. All other standards or conditions of Municipal Code not herein stated but applicable to the planned unit development, land subdivision and residential development shall apply.

ATTACHMENTS:

- a. Planning & Zoning Commission Findings of Fact
- b. Planning & Zoning Commission Staff Report Packet

ATTACHMENT A

**PLANNING & ZONING COMMISSION FINDINGS
OF FACT & RECOMMENDATION**

FINDINGS OF FACT & RECOMMENDATION

CITY OF POCATELLO

PLANNING & ZONING COMMISSION

HEARING AUGUST 13, 2025

PROJECT: Northgate Ridge Planned Unit Development
FILE: PUD25-0001
APPLICANT/OWNER: Buck Swaney/Smart Town LLC & Millennial Development, LLC
SURVEYOR/ENGINEER: Paul Feser
REQUEST: Planned Unit Development application
LOCATION: Five (5) parcel's east of Portneuf Urgent Care 2850 Olympus Dr.
STAFF: Matthew G. Lewis M.S., Senior Planner

- I. GENERAL BACKGROUND:** Buck Swaney of Smart Town LLC., has submitted an application for a Planned Unit Development (PUD) to develop 20.41 acres (more or less) into 283 zero lot line townhomes and common areas. The subject parcels include: RPCPP147101, RPCPP147102, RPCPP147105, RPCPP147106, and a portion of RPCPP147200, entailing 20.41 acres (more or less). The request is to allow for lot size averaging as outlined under Pocatello Municipal Code Section 17.02.140.
- II. PUBLIC HEARING:** A public hearing was held before the Planning & Zoning Commission on the evening of August 13, 2025. The applicant provided a summary of the proposed development and reasoning for the PUD request. Staff provided a brief presentation which included a Power Point and recommendation regarding the application. There were no comments from the public provided.
- III. NOTIFICATION:** All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the proposed request. Notice was also published in the Idaho State Journal and a sign was posted on the subject property. Utility providers and affected City departments were provided notice on 07/28/2025.
- 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. PUD Review Criteria Analysis

REVIEW CRITERIA (17.01.140 C):					
Compliant			City Code and Staff Review		
Yes	No	N/A	Code Section	Analysis	
☒	☒	☐	17.02.140 C.1	The project provides alternative methods of land development;	
			FINDING	The Pocatello City Council approved a zone and future land use map amendment to six (6) parcels covering 83-acres (more or less). The applicant is proposing to develop 20.4-acres (more or less) of the aforementioned 83-acres into 283 zero lot line townhomes and common areas. The proposal includes open space (see 17.02.140.D.4), which includes an internal pedestrian pathway, dog park and recreation spaces. The applicant is proposing to utilize lot size averaging as called out in City Code 17.02.140 G. Dimensional Standards under Municipal Code Section 17.03.600 are typically as follows: front = 10-feet (and from any street) rear = 10-feet and 6-feet on the side. As previously stated, the applicant has requested two waivers as part of the PUD application. Said request includes a waiver to the requirement that all portions of a building be retained on its individual lot (reduced setbacks), and a request to waive the minimum setback requirements of the RCP/RH zoning district. The applicant is proposing that the development be comprised of zero lot-line town homes. In light	

				of this style of development, an exception to setback requirements has been requested as an alternative method of land development. As with past developments of this nature, it is likely that roof lines, non-structural eaves, awnings and overhangs will protrude out beyond the building footprint line. Staff recommends that the waiver to setback requirements and protrusion beyond each individual lot be granted with the following conditions and due to the nature of the alternative method of land development. The applicant shall show a 2' easement line around the footprint of each building cluster to provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association.
☒	☐	☐	17.02.140 C.2	The project includes a mix of land uses; these uses are compatible and well integrated even though they might otherwise be discouraged through conventional zoning techniques;
			FINDING	The project primarily proposes zero lot-line townhouses with common space that includes common open space. The zero lot-line townhome development would not be permitted outright if the units were to be sold individually with a platted building footprint. As proposed, the development is well integrated and provide for pedestrian access throughout the site, and connect to the existing pedestrian network to the west. The development promotes a mix of housing types in the area. An example of the end product is provided on page 6 of the applicants Narrative. Conventional zoning would permit the proposed use; however, such would require that each townhome be located on a separate lot and meet the minimum setback requirements.
☒	☐	☐	17.02.140C.3	The project conserves natural and topographic features;
			FINDING	Northgate Ridge occupies a site characterized by uniform topographical landscape. The PUD property features a modest slope of approximately 5%. At the highest eastern point, the site reaches 4,842 feet and descends to 4,742 feet at the bottom of a detention area approximately ½ mile to the southwest. Sitting on a ridge, the project site has no drainages, waterways, or sensitive lands. The subject property is entirely undeveloped. Northgate Parkway extends directly from I-15 to the junction with Olympus Drive, which is effectively adjacent to the project site. Between Olympus Drive and the project site sits the partially developed 20-acre Portneuf Health Trust medical campus. The site is entirely covered in sagebrush with no other prominent vegetation.
☒	☐	☐	17.02.140C.4	The project promotes compatibility with adjacent land uses, established neighborhoods, and available public facilities;
			FINDING	Property east of Olympus and Northgate Parkway is undeveloped with exception of the Portneuf Urgent Care. The forthcoming preliminary and final plats propose platting 83-acres (more or less) with limited commercial and professional office to the east northeast of the townhomes and to the west single-family homes resulting in a transition of density and intensity between land uses.
☒	☐	☐	17.02.140 C.5	The project considers intensity of use including, but not limited to, building coverage, magnitude of activities, density, and traffic circulation/patterns;
			FINDING	The project will develop three (3) main public roadways – Gold Star Drive (via Olympus Drive); Northgate Parkway (via the Olympus Drive round-about); and Silver Star Drive. Northgate Parkway will have a Right-Of-Way (ROW) width of 150-feet with details to be determined by the Public Works personnel. Gold Star and Silver Star Drives will consist of a 66-foot ROW that includes a street section of 46-feet back of curb to back of curb; 5-foot planter strip on both sides. <i>(An illustration of the road profiles is provided on page of 3 of the narrative).</i> All other streets will be private and maintained by the HOA. A traffic impact study is being completed as part of the future final plat.
			17.02.140C.6	The project emphasizes architectural design and aesthetic value; and

☒	☐	☐	FINDING	The applicant's narrative indicates that the buildings will consist of residential type construction materials which would include high quality, durable materials such as masonry and fiber-cement board. The sample images included here are typical of the townhomes being considered for the Northgate Ridge PUD. Colors and materials always vary from project to project, so these images should be considered as general reference only (refer to page 6 of the applicant's Narrative)
☒	☐	☐	17.02.140 C.7	The project emphasizes provision of open spaces and quality recreation areas and facilities;
			FINDING	See Finding under section 17.01.140.D.4

Table 2. PUD General Standards Analysis

			REVIEW CRITERIA (17.01.140 D):	
Compliant			City Code and Findings	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	17.02.140 D.1	Ownership or Unitary Control: A PUD shall be under single ownership or unified control throughout the entire planning stage and the completion of all approved infrastructure to ensure that development is accomplished as planned. Proof of single ownership or unified control is required and may be demonstrated by a deed showing a single owner, restrictive covenants of a property owners' association, or otherwise as approved by the city.
			FINDING	A title report has been submitted, dated June 2, 2025, with the application which shows Smart Town, LLC, a Utah liability company and Millennial Development Partners, LLC, a Utah limited liability company as the owner. A signed Affidavit of Legal Interest dated June 12, 2025 was submitted by the owner granting permission to Chris Adams to submit the application
☒	☐	☐	17.02.140 D.2	Integration: In the design process, particular effort shall be made to integrate a PUD proposal with the surrounding natural and built out environment. Particular attention shall be paid to proposed traffic patterns, pedestrian circulation, surrounding land uses, and drainage patterns.
			FINDING	The proposed development is located directly east of Olympus Drive and Northgate Parkway. Bannock Transportation Planning Organization designates both Olympus and Northgate Parkway as minor arterials. Bike lanes are provided on Olympus Drive to the round-about where a multi-use pathway is provided adjacent Northgate Parkway. The trail system associated with the PUD Development is proposed to interconnect with the latter to create a "regional" trail system.
☒	☐	☐	17.02.140 D.3	Subdivision Requirements: Any PUD that includes a subdivision of land shall comply with all standards set forth by the subdivision ordinance of the city. Subdividing of land may not proceed until a proposed PUD has been approved.
			FINDING	The subject PUD application will be followed by both a preliminary and final plat application to subdivide the property. All standards of the subdivision ordinance shall apply and will be reviewed at the time of application submittal. Any modifications at that time, may require an amendment to the final approved PUD application.
☒	☐	☐	17.02.140 D.4	Open Space: Regardless of the type of PUD, common open space shall encompass at least twenty percent (20%) of the net land area involved in the development. Rights of way and areas included within private lots shall not be counted toward the required open space. The required common open space shall include, but not be limited to, usable recreation areas and/or facilities (e.g., parks, clubhouses, athletic courts, pools, trails).
			FINDING	The minimum lot size required for a townhome in the RCP/RH zoning district is 2,750 sq. ft. Both phases incorporated in the proposed PUD are zoned RCP encompassing 20.4-acres (more or less).

				The “North” PUD site consisting of 10.07-acres (more less) is proposing a total of 94 zero-lot line dwelling units covering 6.03-acres. The remaining 4.05-acres consist of paved drives (1.90-acres); amenities (1.94-acres) and landscape/walkways (0.20-acres). Therefore, the total minimum lot area required for the total proposed townhomes is 258,500 sq. ft. (94 x 2,750 sq. ft.) When taking the total lots of the subdivision, including all common area, the minimum lot size is 3,119 sq. ft., thus the lot sizes are met based on lot size averaging. The project area as called out in the summary of the request states that there is 20.42-acres of land area, or 889,495 sq. ft. (more or less). The open space dedication states that at least 20% of the net land area involved in the development be left for open space. As such, a minimum of 1.35-acres or 58,631.7 sq. ft. shall be dedicated as open space and the applicant is proposing 1.94 acres or 84,506.4 sq. ft. The open space is proposed to include pedestrian pathways interconnecting with existing pathways to the west, BBQ stations and several dog parks and additional amenities throughout the project. Also calculated into this area is the majority of the common landscaping onsite. Please note that said calculations does not include the parking/circulation area. The “South” PUD site consisting of 17.98-acres (more less) is proposing a total of 189 zero-lot line dwelling units covering 9.8-acres (more or less). The remaining 8.18-acres consist of paved drives (3.16-acres), amenities (4.43-acres), and landscape/walkways (0.59-acres). Therefore, the total minimum lot size required for the proposed townhomes is 519,7500 sq. ft. (189 x 2,750 sq. ft.) When taking the total lots of the subdivision, including all common area, the minimum lot size is 3,154 sq. ft., thus the lot sizes are met based on lot size averaging. The open space dedication states that at least 20% of the net land area involved in the development be left for open space. As such, a minimum of 2.778-acres or 121,009 sq. ft. shall be dedicated as open space and the applicant is proposing 4.43 acres or 192,970 sq. ft. The open space is proposed to include a pedestrian pathway interconnecting with existing pathways to the west adjacent Olympus & Northgate, BBQ stations, several dog parks and several other amenities. Also calculated into this area is the majority of the common landscaping onsite. Please note that said calculations do not include the parking/circulation area. (Note: Land dedicated as open space shall be permanently maintained by either private covenants attached to and made part of the plan, or if suitable and mutually agreeable to the applicant and the city, by public dedication. If open space is to be maintained through private covenants, the director may require, prior to recording of any final plat, establishment of a homeowners' association and/or either: a. Completed improvements, development, and dedication of open space features; b. Posting of a bond sufficient to assure completion of improvements, development, and dedication of open space features.)
☒	☐	☐	17.02.140 D.5	Grading and Vegetation: All lands graded and/or stripped of vegetation, except private residential yards, shall be revegetated by the developer in a timely manner with approved species adapted to site conditions. Revegetation plans shall be submitted to and approved by the city engineer or designee prior to grading
			FINDING	The applicant has provided a concept landscaping plan included in the application packet. The final landscaping plan shall be reviewed and approved at the time of building permit. The applicant shall provide a revegetation plan at the time of building permit. The applicant shall receive approval by the city engineer or designee prior to grading.
☒	☐	☐	17.02.140 D.6	Time Frame: For any approved PUD, physical construction of approved infrastructure shall begin within three (3) years of final approval of the PUD. Grading or landscaping does not constitute physical construction. Build-out of the PUD infrastructure shall be completed within five (5) years of final approval.

				If not complete, the PUD becomes null and void and reapplication is required thereafter. If requested, the planning and zoning commission may consider granting time extensions for the PUD time frames described herein. Extensions shall not exceed a one year period, and requests for such extensions shall be received by the city at least three (3) months prior to the expiration date. These timelimits may be as otherwise adjusted and approved through the PUD process.
			FINDING	The applicant has indicated that the PUD will be constructed in two (2) phases – North & South all consisting of zero lot line townhomes with two public streets and numerous private streets and parking.
☒	☐	☐	17.02.140 D.7	Planned Unit Development to Run with the Land: A planned unit development granted pursuant to the provisions of this chapter shall continue for the approved use upon a change of property ownership, subject to the same conditions and terms of approval.
			FINDING	All conditions and terms of approval shall run with the land and shall apply upon any change in ownership.

Table 3. PUD Development Standards in Residential Zoning Districts Analysis

REVIEW CRITERIA (17.01.140 G):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	17.02.140 G.1	Lot size averaging may be used provided that the overall density does not exceed the maximum number of dwelling units per acre allowed by the underlying zoning district, plus up to twenty percent (20%).
			FINDING	The minimum lot size required for a townhome in the RCP/RH zoning district is 2,750 sq. ft. Both phases incorporated in the proposed PUD are zoned RCP encompassing 20.4-acres (more or less). The “North” PUD site consisting of 10.07-acres (more less) is proposing a total of 94 zero-lot line dwelling units covering 6.03-acres. The remaining 4.05-acres consist of paved drives (1.90-acres); amenities (1.94-acres) and landscape/walkways (0.20-acres). Therefore, the total minimum lot size required for the total proposed townhomes is 224,000 sq. ft. (56 x 4,000 sq. ft.) When taking the total lots of the subdivision, including all common area, the minimum lot size is 4,075 sq. ft. The RCP zoning district does not establish a maximum number of dwelling units per acre. Past interpretation of lot size averaging on separate applications has indicated that lot size averaging may include the common area of the project into the lot size average calculation; in this case the average lot size when taking into account common areas is being satisfied. The overall density does not exceed the maximum number of dwelling units per acre allowed by Municipal Code. The average minimum lot size meets the minimum requirement of the RCP/RH zoning district.
☒	☐	☐	17.02.140 G.2	Uses permitted in the neighborhood commercial and residential commercial professional districts may constitute up to twenty five percent (25%) of the net land area within a residentially zoned PUD.
			FINDING	The applicant is proposing to develop townhomes which are permitted in the RCP zoning district. Commercial and Office uses are not part of this PUD.
☒	☐	☐	17.02.140 G.3	Open space (common area) shall conform to the general standards set forth in subsection D4 of this section.
			FINDING	See analysis under subsection D4 regarding open space requirements.
☒	☐	☐	17.02.140 G.4	Residential PUDs shall meet minimum off street parking requirements for residential components. A reduction of up to ten percent (10%) from minimum off-street parking requirements may be allowed for nonresidential uses.
			FINDING	Each residential unit will have a two-car garage and driveway space as off-street parking. The off-street parking provision is 291 parking spaces. These spaces are intended to serve the community and offer additional guest parking. The developer proposes that these spaces be maintained by the future homeowner’s association.

☒	☐	☐	17.02.140 G.5	Architectural design principles shall be approved for each PUD and shall be enforced by the property owner(s) or a property owners' association. The standards shall address. a. Style or type of building; b. Color scheme; and c. Building materials.
			FINDING	See staff review under section 17.02.140 C.6. Also refer to applicants written Narrative for specifics.

V. PLANNING & ZONING COMMISSION RECOMMENDATION: In consideration of the application and proposed development, staff concludes that the Planned Unit Development request is compliant with Pocatello Municipal Code Section 17.02.140 with the following conditions attached:

1. All applicable standards of Pocatello Municipal Code 16.20 & 16.24 shall be strictly adhered to;
2. All open space designated as part of the subject PUD shall be maintained by the future Homeowners Association subject to the standards of Municipal Code 17.02.140.D.4;
3. The parking area shall be dedicated as shared common area and at no point may any fencing or other obstruction be placed within the parking and access area so as to prevent fire access and turnaround. That the applicant shall maintain and enforce a no parking requirement along the private drive aisles;
4. The applicant shall provide a 2' easement line around the footprint of each building cluster to provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association. This easement shall be shown on the preliminary and final plat for each phase of the development;
5. All proposed amenities shall be complete with each phase as proposed;
6. A traffic impact analysis is required at the time of Preliminary or Final plat, as required by the Public Works Department;
7. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code;
8. All approved architectural standards shall be enforced by the homeowner's association per Municipal Code 17.02.140.G.5; and
9. All other standards or conditions of Municipal Code not herein stated but applicable to the planned unit development, land subdivision and residential development shall apply.



Rich Phillips, Chairman
City of Pocatello Planning & Zoning Commission
Authorized to sign 8.13.25

STATE OF IDAHO)

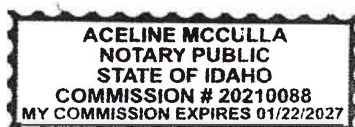
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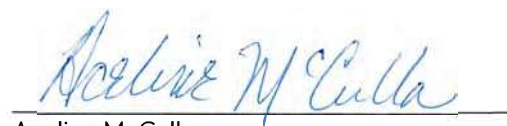
County of Bannock)

On this 15th day of August, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Chairman Rich Phillips on behalf of the City of Pocatello Planning and Zoning Commission, 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.

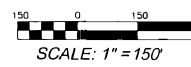
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Seal




Aceline McCulla
Notary Public for Idaho
Residing in Pocatello, Idaho

A SUBDIVISION LOCATED IN
NE 1/4 & SE 1/4 OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 34 EAST, B. M., BANNOCK COUNTY, IDAHO
NW 1/4 & SW 1/4 OF SECTION 6, TOWNSHIP 6 SOUTH, RANGE 35 EAST, B. M., BANNOCK COUNTY, IDAHO



SCALE: 1" = 150'

NOTES

- 1 TOTAL SUBDIVISION AREA = 82.957 ACRES
- 2 TOTAL NUMBER OF LOTS = 374 LOTS
- 3 THIS SUBDIVISION IS A FURTHER DIVISION OF LANDS AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO 21711658 AND RECORD OF SURVEY, INSTRUMENT NO 21808363
- 4 CURRENT ZONING OF THE PROPERTY IS ZONED COMMERCIAL GENERAL CG / COMPREHENSIVE PLAN COMMERCIAL

MILLENNIAL DEVELOPMENT PARTNERS LLC
PO BOX 17289
HOLLADAY, UT 84117

SMART TOWN LLC
P.O. BOX 17289
HOLLADAY, UT 84317

CREEK HOLLOW & ASSOCIATES, INC.
611 WILSON AVE, SUITE 1A
POCATELLO, ID 83201

NORTHGATE RIDGE

PRELIMINARY PLAT

SHEET
1 OF 1

\\My Drive\Projects\s2517 Hamlet Milienal\Draw\250724 NG PLAT.dwg Jul 24, 2025 - 3:19pm

ATTACHMENT B

PLANNING & ZONING COMMISSION STAFF

REPORT PACKET

**PLANNING & ZONING COMMISSION
MEETING DATE, AUGUST 13, 2025
STAFF REPORT**

FILE: PUD25-0001

PROJECT: Northgate Ridge Planned Unit Development File: PUD25-0001
APPLICANT/OWNER: Buck Swaney/Smart Town LLC & Millennial Development, LLC
SURVEYOR/ENGINEER: Paul Feser
REQUEST: Planned Unit Development application
TITLE REPORT: Title report was submitted and reviewed
LOCATION: Five (5) parcel's east of Portneuf Urgent Care 2850 Olympus Dr.
STAFF: Matthew G. Lewis M.S., Senior Planner

GENERAL BACKGROUND

REQUEST: Buck Swaney of Smart Town LLC., has submitted an application for a Planned Unit Development (PUD) to develop 20.41 acres (more or less) into 283 zero lot line townhomes and common areas. The subject parcels include: RPCPP147101, RPCPP147102, RPCPP147105, RPCPP147106, and a portion of RPCPP147200, entailing 20.41 acres (more or less). The request is to allow for lot size averaging as outlined under Pocatello Municipal Code Section 17.02.140.

DENSITY & LOT DESIGN: The Commission may recall recently reviewing and recommending approval of a zone and future land use map amendment for six (6) parcels entailing 83-acres (more or less). The Pocatello City Council recently approved the latter application. The subject PUD will be followed by a subdivision application to subdivide the lots as proposed, pending approval of the PUD. The applicant is proposing to develop 20.4-acres (more or less) of the aforementioned 83-acres into 283 zero lot line townhomes and common areas. The common areas will provide for parking, an integrated trail system, BBQ areas and several dog parks. The minimum lot size required by ordinance for a townhome dwelling unit is 2,750 sq.ft. See further discussion from staff under § 17.02.140.C & G regarding density and lot design.

The applicant has requested two waivers as part of the PUD application. These requests include a waiver to the requirement that all portions of a building be retained on its individual lot (setbacks), and a request to waive the minimum setback requirements of the Residential Commercial Professional (RCP) zoning district based on the Residential High (RH) Density standards. Both requests are discussed under the staff analysis contained in 17.02.140C.1.

NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the proposed request. Notice was also published in the Idaho State Journal and a sign was posted on the subject property.

UTILITY PROVIDER & CITY DEPARTMENT NOTICE: Utility providers and affected City departments were provided notice on 07/28/2025. To date, no comments have been received from utility providers and affected City departments.

OPTIONAL MOTIONS:

1. **Approval of the Application:** “Motion to recommend approval of Northgate Ridge Planned Unit Development from Buck Swaney finding the application **does** meet the standards for approval under Chapter 17.02.140 of Pocatello Municipal Code, **with the conditions of approval** [insert conditions of approval here], and authorize the Chair to sign the findings of fact.”
2. **Denial of the Application:** “Motion to recommend denial of the Northgate Ridge Planned Unit Development from Buck Swaney finding the application **does not** meet the standards for approval under Chapter 17.02.140 of Pocatello Municipal Code, **finding that:** [cite findings for denial].”

TABLES:

1. PUD Review Criteria Analysis
2. PUD General Standards Analysis
3. PUD Development Standards in Residential Districts Analysis

ATTACHMENTS:

- A. Application & Supporting Materials
- B. Public Works Memorandum dated August 4, 2025

Table 1. PUD Review Criteria Analysis

REVIEW CRITERIA (17.01.140 C):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
			17.02.140 C.1	The project provides alternative methods of land development;
			<i>Staff Review</i>	As mentioned above, the Commission may recall recently reviewing and recommending approval of a zone and future land use map amendment for six (6) parcels entailing 83-acres (more or less). The Pocatello City Council approved the application. The applicant is proposing to develop 20.4-acres (more or less) of the aforementioned 83-acres into 283 zero lot line townhomes and common areas. The proposal includes open space (see 17.02.140.D.4), which includes an internal pedestrian pathway, dog park and recreation spaces. The applicant is proposing to utilize lot size averaging as called out in City Code 17.02.140 G. See the staff analysis under this subsection for an evaluation of the proposed lot size averaging. Dimensional Standards under Municipal Code Section 17.03.600 are typically as follows: front = 10-feet (and from any street) rear = 10-feet and 6-feet on the side. As previously stated, the applicant has requested two waivers as part of the PUD application. Said request includes a waiver to the requirement that all portions of a building be retained on its individual lot (reduced setbacks), and a request to waive the minimum setback requirements of the RCP/RH zoning district. The applicant is proposing that the development be comprised of zero lot-line town homes. In light of this style of development, an exception to setback requirements has been requested as an alternative method of land development. As with past developments of this nature, it is likely that roof lines, non-structural eaves, awnings and overhangs will protrude out beyond the building footprint line. Staff recommends that the waiver to setback requirements and protrusion beyond each individual lot be granted with the following conditions and due to the nature of the alternative method of land development. The applicant shall show a 2’ easement line around the footprint of each building cluster to
☒	☒	☐		

				provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association.
☒	☐	☐	17.02.140 C.2	The project includes a mix of land uses; these uses are compatible and well integrated even though they might otherwise be discouraged through conventional zoning techniques;
			<i>Staff Review</i>	The project primarily proposes zero lot-line townhouses with common space that includes common open space. The zero lot-line townhome development would not be permitted outright if the units were to be sold individually with a platted building footprint. As proposed, the development is well integrated and provide for pedestrian access throughout the site, and connect to the existing pedestrian network to the west. The development promotes a mix of housing types in the area. An example of the end product is provided on page 6 of the applicants Narrative. Conventional zoning would permit the proposed use; however, such would require that each townhome be located on a separate lot and meet the minimum setback requirements.
☒	☐	☐	17.02.140C.3	The project conserves natural and topographic features;
			<i>Staff Review</i>	Northgate Ridge occupies a site characterized by uniform topographical landscape. The PUD property features a modest slope of approximately 5%. At the highest eastern point, the site reaches 4,842 feet and descends to 4,742 feet at the bottom of a detention area approximately ½ mile to the southwest. Sitting on a ridge, the project site has no drainages, waterways, or sensitive lands. The subject property is entirely undeveloped. Northgate Parkway extends directly from I-15 to the junction with Olympus Drive, which is effectively adjacent to the project site. Between Olympus Drive and the project site sits the partially developed 20-acre Portneuf Health Trust medical campus. The site is entirely covered in sagebrush with no other prominent vegetation.
☒	☐	☐	17.02.140C.4	The project promotes compatibility with adjacent land uses, established neighborhoods, and available public facilities;
			<i>Staff Review</i>	Property east of Olympus and Northgate Parkway is undeveloped with exception of the Portneuf Urgent Care. The forthcoming preliminary and final plats propose platting 83-acres (more or less) with limited commercial and professional office to the east northeast of the townhomes and to the west single-family homes resulting in a transition of density and intensity between land uses.
☒	☐	☐	17.02.140 C.5	The project considers intensity of use including, but not limited to, building coverage, magnitude of activities, density, and traffic circulation/patterns;
			<i>Staff Review</i>	The project will develop three (3) main public roadways – Gold Star Drive (via Olympus Drive); Northgate Parkway (via the Olympus Drive round-about); and Silver Star Drive. Northgate Parkway will have a Right-Of-Way (ROW) width of 150-feet with details to be determined by the Public Works personnel. Gold Star and Silver Star Drives will consist of a 66-foot ROW that includes a street section of 46-feet back of curb to back of curb; 5-foot planter strip on both sides. <i>(An illustration of the road profiles is provided on page of 3 of the narrative).</i> All other streets will be private and maintained by the HOA. A traffic impact study is being completed as part of the future final plat.
			17.02.140C.6	The project emphasizes architectural design and aesthetic value; and

☒	☐	☐	Staff Review	The applicant's narrative indicates that the buildings will consist of residential type construction materials which would include high quality, durable materials such as masonry and fiber-cement board. The sample images included here are typical of the townhomes being considered for the Northgate Ridge PUD. Colors and materials always vary from project to project, so these images should be considered as general reference only (refer to page 6 of the applicant's Narrative)
☒	☐	☐	17.02.140 C.7	The project emphasizes provision of open spaces and quality recreation areas and facilities;
			Staff Review	See staff analysis under section 17.01.140.D.4

Table 2. PUD General Standards Analysis

REVIEW CRITERIA (17.01.140 D):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	17.02.140 D.1	Ownership or Unitary Control: A PUD shall be under single ownership or unified control throughout the entire planning stage and the completion of all approved infrastructure to ensure that development is accomplished as planned. Proof of single ownership or unified control is required and may be demonstrated by a deed showing a single owner, restrictive covenants of a property owners' association, or otherwise as approved by the city.
			Staff Review	A title report has been submitted, dated June 2, 2025, with the application which shows Smart Town, LLC, a Utah liability company and Millennial Development Partners, LLC, a Utah limited liability company as the owner. A signed Affidavit of Legal Interest dated June 12, 2025 was submitted by the owner granting permission to Chris Adams to submit the application
☒	☐	☐	17.02.140 D.2	Integration: In the design process, particular effort shall be made to integrate a PUD proposal with the surrounding natural and built out environment. Particular attention shall be paid to proposed traffic patterns, pedestrian circulation, surrounding land uses, and drainage patterns.
			Staff Review	The proposed development is located directly east of Olympus Drive and Northgate Parkway. Bannock Transportation Planning Organization designates both Olympus and Northgate Parkway as minor arterials. Bike lanes are provided on Olympus Drive to the round-about where a multi-use pathway is provided adjacent Northgate Parkway. The trail system associated with the PUD Development is proposed to interconnect with the latter to create a "regional" trail system.
☒	☐	☐	17.02.140 D.3	Subdivision Requirements: Any PUD that includes a subdivision of land shall comply with all standards set forth by the subdivision ordinance of the city. Subdividing of land may not proceed until a proposed PUD has been approved.
			Staff Review	The subject PUD application will be followed by both a preliminary and final plat application to subdivide the property. All standards of the subdivision ordinance shall apply and will be reviewed at the time of application submittal. Any modifications at that time, may require an amendment to the final approved PUD application.
☒	☐	☐	17.02.140 D.4	Open Space: Regardless of the type of PUD, common open space shall encompass at least twenty percent (20%) of the net land area involved in

			the development. Rights of way and areas included within private lots shall not be counted toward the required open space. The required common open space shall include, but not be limited to, usable recreation areas and/or facilities (e.g., parks, clubhouses, athletic courts, pools, trails).
		Staff Review	The minimum lot size required for a townhome in the RCP/RH zoning district is 2,750 sq. ft. Both phases incorporated in the proposed PUD are zoned RCP encompassing 20.4-acres (more or less). The “North” PUD site consisting of 10.07-acres (more less) is proposing a total of 94 zero-lot line dwelling units covering 6.03-acres. The remaining 4.05-acres consist of paved drives (1.90-acres); amenities (1.94-acres) and landscape/walkways (0.20-acres). Therefore, the total minimum lot area required for the total proposed townhomes is 258,500 sq. ft. (94 x 2,750 sq. ft.) When taking the total lots of the subdivision, including all common area, the minimum lot size is 3,119 sq. ft., thus the lot sizes are met based on lot size averaging. The project area as called out in the summary of the request states that there is 20.42-acres of land area, or 889,495 sq. ft. (more or less). The open space dedication states that at least 20% of the net land area involved in the development be left for open space. As such, a minimum of 1.35-acres or 58,631.7 sq. ft. shall be dedicated as open space and the applicant is proposing 1.94 acres or 84,506.4 sq. ft. The open space is proposed to include pedestrian pathways interconnecting with existing pathways to the west, BBQ stations and several dog parks and additional amenities throughout the project. Also calculated into this area is the majority of the common landscaping onsite. Please note that said calculations does not include the parking/circulation area. The “South” PUD site consisting of 17.98-acres (more less) is proposing a total of 189 zero-lot line dwelling units covering 9.8-acres (more or less). The remaining 8.18-acres consist of paved drives (3.16-acres), amenities (4.43-acres), and landscape/walkways (0.59-acres). Therefore, the total minimum lot size required for the proposed townhomes is 519,7500 sq. ft. (189 x 2,750 sq. ft.) When taking the total lots of the subdivision, including all common area, the minimum lot size is 3,154 sq. ft., thus the lot sizes are met based on lot size averaging. The open space dedication states that at least 20% of the net land area involved in the development be left for open space. As such, a minimum of 2.778-acres or 121,009 sq. ft. shall be dedicated as open space and the applicant is proposing 4.43 acres or 192,970 sq. ft. The open space is proposed to include a pedestrian pathway interconnecting with existing pathways to the west adjacent Olympus & Northgate, BBQ stations, several dog parks and several other amenities. Also calculated into this area is the majority of the common landscaping onsite. Please note that said calculations do not include the parking/circulation area. (Note: Land dedicated as open space shall be permanently maintained by either private covenants attached to and made part of the plan, or if suitable and mutually agreeable to the applicant and the city, by public dedication. If open space is to be maintained through private covenants, the director may require, prior to recording of any final plat, establishment of

				a homeowners' association and/or either: a. Completed improvements, development, and dedication of open space features; b. Posting of a bond sufficient to assure completion of improvements, development, and dedication of open space features.)
☒	☐	☐	17.02.140 D.5	Grading and Vegetation: All lands graded and/or stripped of vegetation, except private residential yards, shall be revegetated by the developer in a timely manner with approved species adapted to site conditions. Revegetation plans shall be submitted to and approved by the city engineer or designee prior to grading
			<i>Staff Review</i>	The applicant has provided a concept landscaping plan included in the application packet. The final landscaping plan shall be reviewed and approved at the time of building permit. The applicant shall provide a revegetation plan at the time of building permit. The applicant shall receive approval by the city engineer or designee prior to grading.
☒	☐	☐	17.02.140 D.6	Time Frame: For any approved PUD, physical construction of approved infrastructure shall begin within three (3) years of final approval of the PUD. Grading or landscaping does not constitute physical construction. Build-out of the PUD infrastructure shall be completed within five (5) years of final approval. If not complete, the PUD becomes null and void and reapplication is required thereafter. If requested, the planning and zoning commission may consider granting time extensions for the PUD time frames described herein. Extensions shall not exceed a one year period, and requests for such extensions shall be received by the city at least three (3) months prior to the expiration date. These time limits may be as otherwise adjusted and approved through the PUD process.
			<i>Staff Review</i>	The applicant has indicated that the PUD will be constructed in two (2) phases – North & South all consisting of zero lot line townhomes with two public streets and numerous private streets and parking.
☒	☐	☐	17.02.140 D.7	Planned Unit Development to Run with the Land: A planned unit development granted pursuant to the provisions of this chapter shall continue for the approved use upon a change of property ownership, subject to the same conditions and terms of approval.
			<i>Staff Review</i>	All conditions and terms of approval shall run with the land and shall apply upon any change in ownership.

Table 3. PUD Development Standards in Residential Zoning Districts Analysis

REVIEW CRITERIA (17.01.140 G):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	17.02.140 G.1	Lot size averaging may be used provided that the overall density does not exceed the maximum number of dwelling units per acre allowed by the underlying zoning district, plus up to twenty percent (20%).
			<i>Staff Review</i>	The minimum lot size required for a townhome in the RCP/RH zoning district is 2,750 sq. ft. Both phases incorporated in the proposed PUD are zoned RCP encompassing 20.4-acres (more or less). The “North” PUD site consisting of 10.07-acres (more less) is proposing a total of 94 zero-lot line dwelling units covering 6.03-acres. The remaining 4.05-acres consist of paved drives (1.90-acres); amenities (1.94-acres) and landscape/walkways (0.20-acres). Therefore, the total minimum lot size required for the total

				proposed townhomes is 224,000 sq. ft. (56 x 4,000 sq. ft.) When taking the total lots of the subdivision, including all common area, the minimum lot size is 4,075 sq. ft. The RCP zoning district does not establish a maximum number of dwelling units per acre. Past interpretation of lot size averaging on separate applications has indicated that lot size averaging may include the common area of the project into the lot size average calculation; in this case the average lot size when taking into account common areas is being satisfied. The overall density does not exceed the maximum number of dwelling units per acre allowed by Municipal Code. The average minimum lot size meets the minimum requirement of the RCP/RH zoning district.
☒	☐	☐	17.02.140 G.2	Uses permitted in the neighborhood commercial and residential commercial professional districts may constitute up to twenty five percent (25%) of the net land area within a residentially zoned PUD.
			<i>Staff Review</i>	The applicant is proposing to develop townhomes which are permitted in the RCP zoning district. Commercial and Office uses are not part of this PUD.
☒	☐	☐	17.02.140 G.3	Open space (common area) shall conform to the general standards set forth in subsection D4 of this section.
			<i>Staff Review</i>	See analysis under subsection D4 regarding open space requirements.
☒	☐	☐	17.02.140 G.4	Residential PUDs shall meet minimum off street parking requirements for residential components. A reduction of up to ten percent (10%) from minimum off-street parking requirements may be allowed for nonresidential uses.
			<i>Staff Review</i>	Each residential unit will have a two-car garage and driveway space as off-street parking. The off-street parking provision is 291 parking spaces. These spaces are intended to serve the community and offer additional guest parking. The developer proposes that these spaces be maintained by the future homeowner's association.
☒	☐	☐	17.02.140 G.5	Architectural design principles shall be approved for each PUD and shall be enforced by the property owner(s) or a property owners' association. The standards shall address. a. Style or type of building; b. Color scheme; and c. Building materials.
			<i>Staff Review</i>	See staff review under section 17.02.140 C.6. Also refer to applicants written Narrative for specifics.

SUMMARY & CONDITIONS:

The Planning and Zoning Commission shall hold a public hearing on this matter and render a recommendation. The Commission shall submit findings of fact and their recommendation to the City Council within forty-five (45) days following the closure of the public hearing. In consideration of the application and proposed development, staff concludes that the Planned Unit Development request is compliant with Pocatello Municipal Code Section 17.02.140. Should the Commission recommend approval of the subject application, staff recommends the following conditions:

1. All applicable standards of Pocatello Municipal Code 16.20 & 16.24 shall be strictly adhered to;
2. All open space designated as part of the subject PUD shall be maintained by the future Homeowners Association subject to the standards of Municipal Code 17.02.140.D.4;
3. The parking area shall be dedicated as shared common area and at no point may any fencing or other obstruction be placed within the parking and access area so as to prevent fire access and turnaround. That the applicant shall maintain and enforce a no parking requirement along the private drive aisles;

4. The applicant shall provide a 2' easement line around the footprint of each building cluster to provide for awnings, eaves, overhangs, and landscaping to extend into the shared common area, to be maintained by the homeowner's association. This easement shall be shown on the preliminary and final plat for each phase of the development;
5. All proposed amenities shall be complete with each phase as proposed;
6. A traffic impact analysis is required at the time of Preliminary or Final plat, as required by the Public Works Department;
7. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code;
8. All approved architectural standards shall be enforced by the homeowner's association per Municipal Code 17.02.140.G.5; and
9. All other standards or conditions of Municipal Code not herein stated but applicable to the planned unit development, land subdivision and residential development shall apply.

ATTACHMENT A
APPLICATION & SUPPORTING MATERIALS



Millennial Development Partners
PO Box 17289, Holladay, UT 84117
July 24, 2025

City of Pocatello – Planning & Development Services
911 North 7th Avenue
Pocatello, Idaho 83201

SUBJECT: Northgate Ridge – Planned Unit Development

PURPOSE

This memorandum serves as a formal application for the Northgate Ridge Planned Unit Development (PUD) project. This comprehensive overview of the development plan demonstrates alignment with City of Pocatello codes and standards and highlights the project's benefits to the community.

PROPERTY INFORMATION & BACKGROUND

The subject property contains 20.42 acres falling in two divisions, the North PUD Site--a 6.73-acre parcel, and the South PUD Site--a 13.69-acre parcel, located just east of the junction of Northgate Parkway and Olympus Drive in the northeast part of the City of Pocatello, Bannock County, Idaho. The property shares no adjacency to existing development but is the centerpiece of a new 82.96-acre preliminary plat. The proposed Northgate Ridge Plat project, to which this PUD is central, is a horizontally mixed-use development containing single family residential (for sale), townhomes (for sale), potentially condos (for sale), apartments, and neighborhood commercial pads. Within the PUD itself, the project mixes two primary land uses (townhomes for sale and community open space). It shares adjacency, however, with all of the other land uses outlined above.

Figure 1: PUD Project Overview





Site Features

Northgate Ridge occupies a site characterized by uniform topographical landscape. The PUD property features a modest slope of approximately 5%. At the highest eastern point the site reaches 4,842 feet and descends to 4,742 feet at the bottom of a detention area approximately ½ mile to the southwest. Sitting on a ridge, the project site has no drainages, waterways, or sensitive lands. The subject property is entirely undeveloped. Northgate Parkway extends directly from I-15 to the junction with Olympus Drive, which is effectively adjacent to the project site. Between Olympus Drive and the project site sits the partially developed 20-acre Portneuf Health Trust medical campus. The site is entirely sagebrush with no other prominent vegetation.

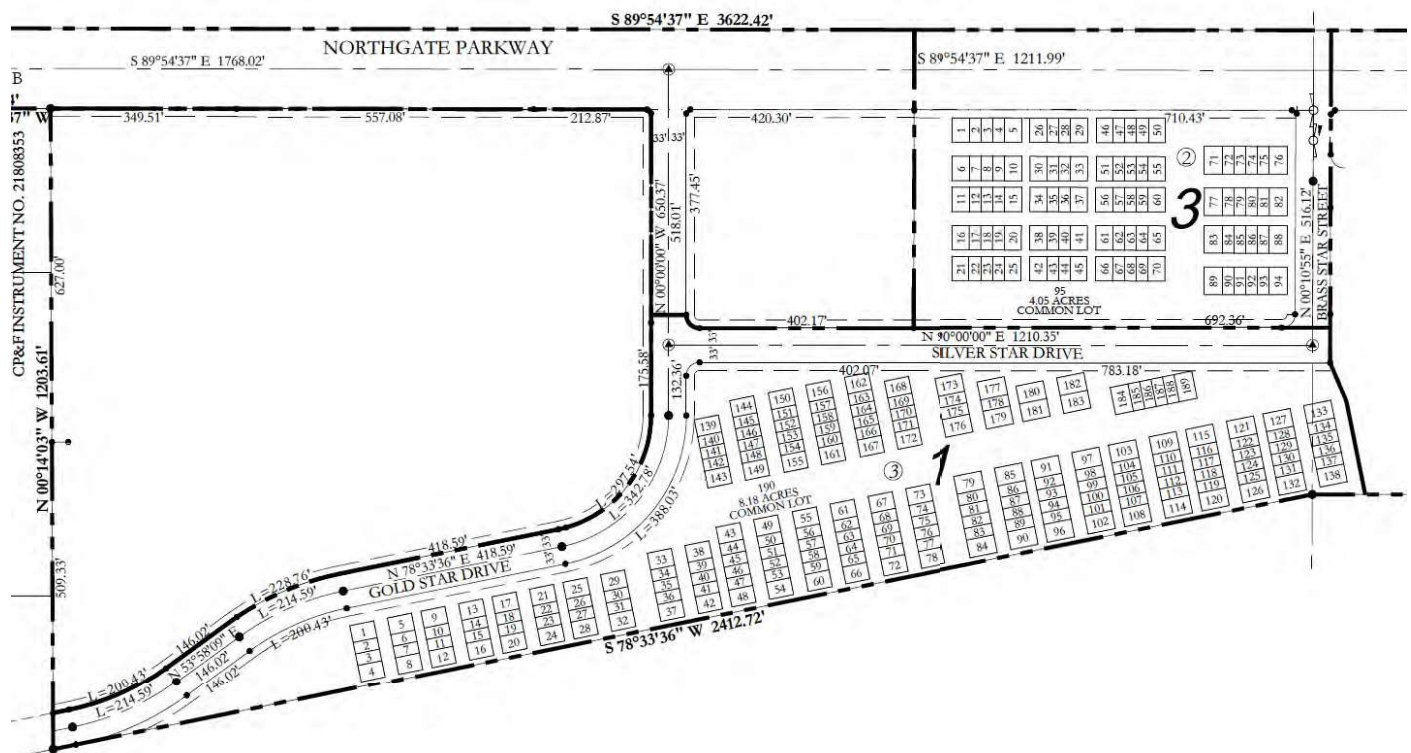
Future Land Use & Zoning Designations

The subject property was recently updated in the Future Land Use Map as “Mixed Use”. This is shared by all the neighboring properties that belong to the Northgate Ridge Preliminary Plat. The subject property is newly zoned Residential/Commercial/Professional (RCP). Because the maps have yet to be updated in the City’s GIS, they are not rendered here in order to minimize confusion.

PROPOSAL OVERVIEW

Our proposal is for the construction of 283 new residential townhome units. Each unit is on its own lot and belongs to an HOA which owns the common lot areas around the townhomes. These townhomes are found in two divisions of the currently proposed preliminary plat for Northgate Ridge: “Division 1” contains 189 units plus a common lot, and “Division 3” contains 94 units plus a common lot.

Figure 2: Proposed PUD Units in Divisions 1 and 3





Project Area Density PUD Bonus Analysis

The PUD and its townhomes will deliver a high-quality balance of development intensity (density) and privacy for residents. Moreover, this type of product delivers essential housing stock that is attainable and affordable compared with other products.

The Northgate Ridge PUD presents an alternative method of land development. In the standard code, townhome density is determined by individual lot size and lacks a required integration of common spaces, open spaces, trails, and other community amenities. By applying the PUD provisions of the code to this 20.42-acre section of the proposed 82.96-acre “Northgate Ridge Plat”, the developer can achieve essential density and make concrete commitments to the city and community regarding regional trails, development-serving open space, and pleasing layouts.

The subject property spans 32.23 gross acres and falls under the RCP zoning. This zone dictates a minimum lot size of 2,750 square feet per dwelling unit for townhomes. Factoring out the public right-of-way (ROW) of 11.8 acres, the net project area is reduced to 20.42 acres. (6.73 acres in the North division and 13.69 acres in the South Division.).

Planned Unit Developments (PUDs) offer flexibility through lot size averaging. This allows for variations in individual lot sizes while maintaining a capped overall density. In this case, the calculation yields a maximum of 283 dwelling units. Using lot averaging available under the provisions of the PUD code, the lot sizes for our two divisions are as follows:

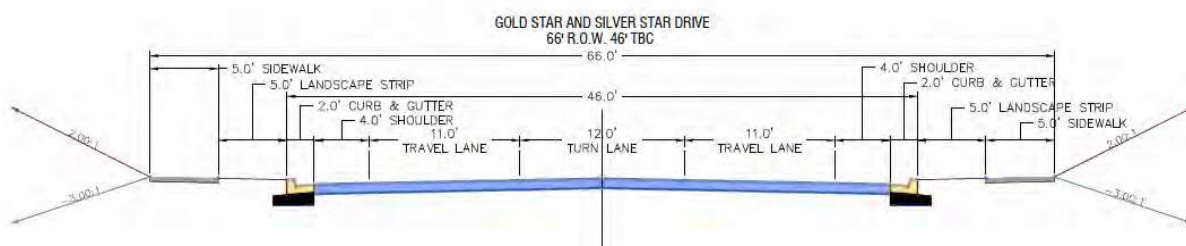
- North Division: 3,119 sf/unit
- South Division: 3,154 sf/unit

Project Roads & Parking

The project will integrate development of three roadways. Northgate Parkway will be extended eastward from its current terminus near the roundabout to the junction with the extension of Goldstar Drive. Goldstar Drive will be extended from its current terminus at Olympus Drive, eastward and then northward to the connection with Northgate Parkway. In addition, the new Silver Star Drive will be constructed between Division 1 and Division 3 phases of the PUD.

Northgate Parkway is planned to have an approximate 150-foot Right-of-Way (ROW), with precise section details to be determined in coordination with Pocatello’s Planning and Engineering, while Goldstar and Silver Star Roads share a 66-foot ROW that includes a road section that is 46 feet between curbs, with 5-foot planter strips and 5-foot sidewalks as depicted here:

Figure 3: Goldstar and Silverstar Road Profiles





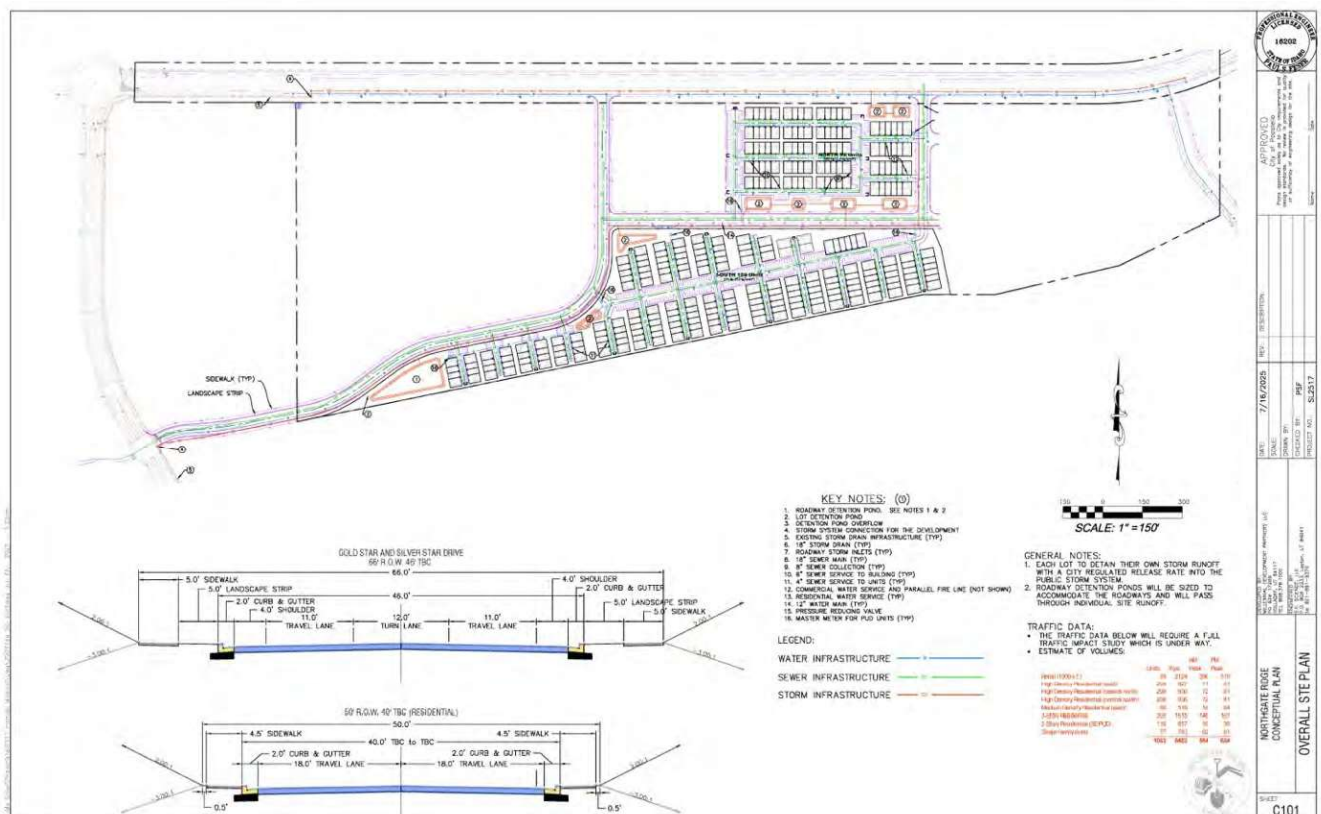
The modest grade of the site allows us to develop mildly sloped roads. The proposed internal road network will be designed to prioritize safe and efficient movement within the development. Traffic circulation patterns anticipate most of the traffic originating from residents' vehicles entering and exiting the neighborhood. Each residential unit will have a two-car garage and driveway space and off-street parking. The off-street parking provision is 291 parking spaces, not including parking in roadways. These spaces are intended to serve the community and offer additional guest parking. The developer proposes that these spaces be maintained by the future homeowners' association.

According to the Institute for Traffic Engineering (ITE), midrise high-density projects like these have a traffic impact of 0.18 peak PM-hour trips per unit. To give this context, each 100 townhomes generate fewer than 20 hourly trips during the evening rush hour (the equivalent of 20 single-family homes). This creates modest traffic in a context that is easy and inexpensive to maintain.

Project Utilities

The development will leverage both existing and new infrastructure for water and sanitary sewers. Culinary water and sanitary sewer lines already on or near the property will be utilized. Offsite development of a water loop from Satterfield Road to the project site has long been planned and will be installed with this development. A new stormwater system will be built to manage both existing drainage and runoff from the development. We will forego a dedicated pressurized irrigation system and landscape water needs will be met directly through culinary water supply. A more detailed breakdown of each utility system, including water, sewer, and stormwater, is provided in the sections that follow. Please see the high resolution version of Figure 4 for all details.

Figure 4: PUD Roads and Utilities (large format/high-resolution also provided)





Culinary Water: Our development plan utilizes the existing water infrastructure in Olympus Drive for water access and fire protection. This current system loops up and around the PHT Hospital property to the west. We will construct and install a larger water loop beginning at the current northern terminus of Satterfield Drive, to the top of the Northgate Ridge Proposed Preliminary Plat acreage, thence west down the Northgate Parkway ROW to a connection with the existing utilities. A Pressure Relief Valve (PRV) will be installed adjacent to Silver Star Drive, and fire hydrants located strategically throughout the project—both as specified and required by the City’s engineering staff, and to support the types and densities of development envisioned in this PUD and the supporting Plat. This will provide a comprehensive water network throughout the development. Once the new lines are installed and approved, we will collaborate with the City to activate them.

Sanitary Sewer: Significant sanitary sewer capacity exists and will be leveraged for the project. Its sewer will connect to the system in Olympus Drive via the to-be-built Goldstar Drive. The system is sized for its own and substantial anticipated future uphill capacity, as per prior discussions and decisions with the City.

Stormwater: Our development plan incorporates a comprehensive strategy to manage stormwater drainage. Drainage paths are intercepted and diverted to detention ponds throughout the development area. These are also leveraged as open and park spaces in the development. The stormwater design includes several interior detention areas with final discharge to the City’s storm system. The stormwater objectives include detention and retention of stormwater for eventual infiltration or natural evaporation.

Joint Trench Utilities: All readily available joint trench utilities will be connected into and extended through the development. Utilities will be placed along the ROW alignments that belong to the three project roadways referenced throughout this memorandum.

Project Grading, Including Conservation of Topography

This project does not require intensive grading. It will be built on Northgate Ridge, which slopes primarily from east to west. The townhomes are carefully laid out to step down topographically between buildings, following and protecting the natural topography of the site and minimizing cuts and fills, while staying cleanly above the ridge to the south, which provides tremendous open views. There is no place on the site that approaches the City’s slope analysis threshold of 15%.

Project Buildings

It is critical to deliver townhomes that are attractive and will maintain enduring value for the residents living here. Our architectural approach delivers comfortable spacing, both private and shared outdoor spaces, and homes built with quality materials and techniques. Because our projects belong to and participate in an HOA, the maintenance of the buildings and properties is never ignored or delayed. While single family projects can struggle to maintain a clean community aesthetic over time, townhome projects generally don’t.

The sample images included here are typical of the townhomes being considered for the Northgate Ridge PUD. Our colors and materials always vary from project to project, so these images should be considered as general reference only. The exteriors will feature high-quality, durable materials such as masonry and fiber-cement board. This ensures longevity, low maintenance, and also imparts the clear sense of quality:



Figures 5 and 6: Photos of Townhome Concepts





Project Amenities

As a comprehensively planned project, the Northgate Ridge Plat (of which the Northgate Ridge PUD is part) supports many desirable community development components, including attainable housing, regional pedestrian connectivity, and further development of regional infrastructure.

The PUD itself will protect and provide for the development of quality community open spaces (at least 20% of the PUD's total acreage will be so dedicated), and the PUD will contain the backbone of the trail that makes its way to the future Northgate project to the east and all the way to the Fairgrounds and the Bannock Events Center amphitheater to the west.

Landscaping: A preliminary Landscape Plan, outlining the placement and types of trees, turf, and amenities has been created and submitted alongside this application. This will be updated and refined in collaboration with the City as the project goes through final platting.

Trail System: A main amenity feature of the Northgate Ridge project is a walkable trails system. The common sidewalks between rows of units not only lead to interior sidewalks along streets, but also to trails and walkways that run around the general perimeter of the project. These will be long, convenient loops for residents and visitors to access. Daily walks, runs, or rides will begin at each front door and filter to the beautiful open southern ridge of the project.

Park Improvements: Beyond the integrated Trail System, the preliminary Landscape Plan for this project outlines several improvements for open/green spaces. These will be constructed and maintained by the developer. Wherever the project integrates space for storm detention, the detention site will also be purposed as an amenity. These amenities will include perimeter tree plantings, grass and flowers, and parklike features such as fire pits, BBQ areas and picnic tables, shade arbors, exercise and play features, and dog parks, with at least one fenced-in. See Figure 7 below for typicals.

Figure 7: Project-Typical Picnic Area / Shade Arbor and Fenced-in Dog Park





CONCLUSION

With this narrative and application, we ask the City of Pocatello to consider APPROVAL of the Northgate Ridge PUD. We also request *a specific waiver to the requirement that all portions of a building be retained on its individual lot (setbacks), and a waiver of the minimum setback requirements of the RMS zoning district* as within the PUD site, to accommodate the builds as intended. We are confident the Northgate Ridge PUD townhomes will provide the community with high-quality affordable housing that aligns strongly with both the original intent for mixed use development in the Northgate Area, and with the City's vision for responsible growth.

Here's a summary of the benefits this project brings:

- As an integrated centerpiece of the Northgate Ridge Plat, it provides medium density in a context where the lowest density of the project lies east and uniformly increases to the highest density on the west—an area where the road and utility infrastructure are designed for tremendous capacity.
- The townhomes in this PUD will be compatible with both to the single family neighbors to the east, and the multifamily and small commercial neighbors to the west—providing an essentially perfect transition of density and intensity between and among land uses.
- Local and regional trail connectivity is prioritized. The project will contain convenient connections from the Bannock Events Center, through the project, and on to future regional trails to the east.
- Tax base is maximized. This development will provide immense returns to the Northgate TIF district, helping to quickly pay back community and developer contributions to regional infrastructure.

If you have any questions regarding this request, please give me a call at (808) 378-1000.

Sincerely,

Millennial/Smart Town Companies

Buck Swaney
Owner/Applicant



PRELIM. PLAT OVERALL

SHEET
C102

DATE:	7/16/2025
SCALE:	
DRAWN BY:	
CHECKED BY:	PSF
PROJECT NO.:	250517

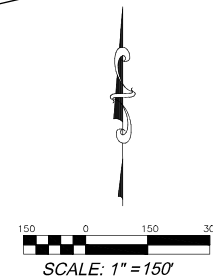
EV.:	DESCRIPTION:
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APPROVED

City of Pocatello
Plans approved solely as to City requirements and design standards. No review is provided for quality or sufficiency of engineering design for the site.

Name _____ Date _____

* INCLUDES 2 PARKING STALLS INSIDE EACH UNIT



TOTAL AREA	293,164 s.f.	6.73 ac.	100%
TOTAL UNITS:	94		
BUILDING AREA:	116,563 s.f.	2.68 ac.	39.8%
DENSITY:	13.97 units/acre		
LOT AVG. CALC.	3,119 s.f. (total	PUD area / total units)	
TOTAL COMMON AREA:	176,601 s.f.	4.05 ac.	60.2%
PAVED DRIVE:	82,784 s.f.	1.90 ac.	28.2%
AMENITIES:	85,293 s.f.	1.96 ac.	29.1%
LANDSCAPE/WALKS:	8,524 s.f.	0.20 ac.	2.9%

PARKING	
SURFACE	100
COVERED	188
TOTAL	288 = 2.9 PARKING STALLS / UNIT

TOTAL AREA	596,124 s.f.	13.69 ac.	100%
TOTAL UNITS:	189		
BUILDING AREA:	239,622 s.f.	5.50 ac.	40.2%
DENSITY:	13.81 units/acre		
LOT AVG. CALC.	3,154 s.f. (total PUD area / total units)		
TOTAL COMMON AREA:	356,502 s.f.	8.18 ac.	59.8%
PAVED DRIVE:	137,835 s.f.	3.16 ac.	23.1%
AMENITIES:	70,000 s.f.	4.43 ac.	32.4%
LANDSCAPE/WALKS:	148,667 s.f.	0.59 ac.	4.3%

PARKING	
SURFACE	191
COVERED	358
TOTAL	569 = 3.0 PARKING STALLS / UNIT



APPROVED
City of Pocatello
and solely as to City re
ds. No review is pro

Plans approved solely as to City requirements and design standards. No review is provided for quality.

Name: _____

DESCRIPTION:	
--------------	--

7/16/2025

DATE: _____
SCALE: _____

SCALE: _____

DRAWN BY: _____

CHECKED BY: _____ PSF

DEVELOPED BY
MILLENNIAL DEVELOPMENT PARTNERS LLC
PO BOX 17289

HOLLADAY, UT 84117
TEL 801.378.1000

ENGINEERED BY:
S.E. SCIENCE, LLC

NORTHGATE RIDGE
CONCEPTUAL PLAN

PUD OVERVIEW

SHEET
C1

C103



ATTACHMENT B
PUBLIC WORKS MEMORANDUM

Memorandum

To: Becky Babb, Planning Manager

From: Merrill Quayle PE, Public Works Development Engineer
Jacob Murphy, Senior Engineering Technician

MB
JM

Date: 07/28/2025

Re: Northgate Ridge - P&Z Preliminary Plat (08/23/2025) Application #PP25-0006

The Public Works Department has reviewed the preliminary plat application for the above-mentioned project and submits that the following changes and items shall be addressed prior to final plat application.

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. The plat shall be black opaque ink, no gray scale or color.
7. 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.
8. Include in the owner's certificate and 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 Northgate Ridge 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, which Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.



Development Conditions

1. Turnarounds shall be required on all drives exceeding 150 feet.
2. Proposed dumpster locations in phase 1 shall be relocated from end of private drives.
3. Provide stormwater calculation for all development being served by existing storm ponds
4. Private drives for lots 1-45 need to be reconfigured so that sanitation and emergency vehicles do not have to back into Gold Star Drive.
5. Northgate Parkway shall be extended to facilitate secondary access to development independent of phasing of development. Provide design and cross sections.
6. Per city standards Gold Star and Silver Star drive shall be a 75 foot right of way.
7. Curbside sidewalk on residential streets shall be 5 feet wide.
8. Provide alignment, construction plans, and easements for 12- and 18-inch water transmission line at time of final plat application.
9. Water Transmission line shall be constructed and operational prior to issuing building permits.
10. All transmission lines and 12-inch mainline serving development shall be ductile iron.
11. Waterline on Northgate Parkway shall be extended and connected with an isolation valve at the approximate elevation of proposed PRV.
12. Hydrants shall be placed at the end of all private dead-end waterlines.
13. Curb stops shall be required on all private service lines.
14. Fire line hydrant spacing shall not exceed 300 feet. Private fire lines with backflow assemblies will be required where private main lines and master meters are not shown.
15. Section of Gold Star Drive outside of plat connecting to Olympus Drive shall be constructed with first phase of development.
16. Satterfield Drive and Northgate Parkway shall be extended to property lines with construction of phase 5.
17. additional storm infrastructure may be required to accommodate stormwater on north side of road Northgate Parkway.
18. Storm ponds shall be designed to retain individual site runoff. Provide treatment volumes.
19. All Drives on Goldstar and Silverstar shall be aligned across from each other meeting access guidelines as closely as possible.

General Conditions

1. One (1) full sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.
3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the storm water plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current storm water requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. Per section **800 Geotechnical and Earthwork**, Structures shall not be permitted on slopes of 20 percent or greater without a civil site plan by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading**, slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading



- plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
8. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
 9. Developer is responsible for effecting a "Fire Wise/ Fire Fuels Management Assessment and Evaluation" on all areas within the proposed subdivision. This Assessment and Evaluation must be completed by a local fire authority having jurisdiction (Pocatello Fire Department) and meet all current requirements of the City code. Developer must reduce fire fuels within the subdivision area on all vegetation to specifications provided by the Pocatello Fire Department. All Assessments and Evaluations as well as fuels reductions are at the developer's expense.
 10. Utility and street light approval is required by the City.
 11. US Mail box units with ADA access required and location approved by the Post Master and the City of Pocatello.
 12. This area was annexed 02/15/2018 Ordinance #3001 and is subjected to a "Water Right Value" per Resolution 2006-02.



TO: Mayor Blad
City Council

FROM: Christine Howe, Grants Manager – Planning & Development Services Department
Becky Babb, Planning Manager – Planning & Development Services Department

DATE: Meeting of September 4, 2025

RE: US DOT Rural and Tribal Assistance Pilot Program Grant – Updated Application for Approval

At the April 10, 2025 City Council meeting, the Planning & Development Services Department is requested approval of a grant application for the US Department of Transportation's Rural and Tribal Assistance (RTA) Pilot Program. This grant application would provide necessary funding for completion of a municipal services impact analysis from the proposed CREST - Commercial, Retail, Entertainment, Sports, and Travel - development. City Council unanimously voted to approve ratification of submission of the application on April 17, 2025.

The US DOT web portal for the application submission subsequently shut down prior to the submission date due to unforeseen technical difficulties. US DOT noted on the site that it would be re-opened for resubmission once issues were resolved. On August 7, 2025 US DOT announced that the portal would be re-opened on September 8, 2025 for application submissions. In addition, US DOT updated the available funding and maximum grant awards in an amended Notice of Funding Opportunity. Therefore, City Staff have revisited the application and eligible activities to expand the amount of funding for preliminary engineering work. This increase also accounts for an anticipated later start date for the work and the projected increased cost of the work due to a project timeline further in the future. The RTA grant would fund project planning and feasibility analysis, an evaluation of costs for the municipal infrastructure, and preliminary engineering plans. Total project costs are estimated to be \$750,000 and would be fully funded by the grant.

The 3200-acre CREST development is proposed to be developed on Pocatello Regional Airport land that currently sits vacant. This development includes commercial, retail, sports, hotels, and other similar industry that will bring in major economic development opportunities for the City and surrounding Power and Bannock counties. However, along with the major new development will come demands on the municipal services provided to the area. This RTA project will be comprised of a municipal services impact analysis to determine future capital buildout required to support the CREST development. Possible municipal infrastructure needs include multifaceted public infrastructure such as public roads, new sewer and water infrastructure, public transit expansion, and public safety facilities to support the proposed development.

Staff recommends Council approve submission of the updated RTA program grant application for a total of \$750,000 with no match required.

If you have questions or would like more information about the RTA grant application, please do not hesitate to contact Christine Howe at chowe@pocatello.gov or Becky Babb at becky.babb@pocatello.gov.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: August 28, 2025
RE: DOT Grant Application

I have reviewed the grant application for the DOT Rural and Tribal Assistance Pilot 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.

Rural and Tribal Assistance Pilot Program
Review copy of Online Application
questions for
Single Project grants

**All fields must be completed.*

Additional information on eligibility and the application questions can be found in the NOFO.

- 1. Grant type*:** Confirm you are applying for the following grant type:

☐ Single project

- 2. Name and contact information of person for matters involving this application:**

First and last name*: Christine Howe

Title*: Grants Manager

Phone*: 208-234-1686

Email*: chowe@pocatello.gov

- 3. Entity name, address, and website:**

Organization/Entity Name*: City of Pocatello

Address (#, street- no P.O. Box numbers)*: 911 N. 7th Avenue

City*: Pocatello

State*: ID

Zip Code*: 83201

Website address, if applicable: Pocatello.gov

- 4. Employer/Taxpayer Identification Number (EIN/TIN)*:** 82-6000244

- 5. Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov*:** *(Ensure that the UEI provided is correct. An incorrect or expired UEI will disqualify the application.)*

C1H5KKGYA7F8

02

6. Entity/Organization headquarters is in this congressional district(s)*: 02

Project is in this congressional district(s)*: 02

7. Is the applicant delinquent on any federal debt?*

Yes

No

If yes, explain: n/a

8. Below is a list of eligible entities for this program. Please select the one option that describes your eligibility*: *(For local governments, political subdivisions, or states: Refer to NOFO Section II. A. Eligible Applicants and Section II. E. Definition of Rural Areas for qualification.)*

- ☒ A unit of local government or political subdivision that is located outside of an urbanized area that has a population of more than 150,000 residents.
- ☐ A State seeking to advance a project located outside of an urbanized area with a population of more than 150,000 residents
- ☐ A federally recognized Indian Tribe
- ☐ The Department of Hawaiian Home Lands

9. Qualifying Funding or Financing Program*: Select which funding or financing program you expect your project to qualify for: *(Information on these programs can be found in the NOFO Appendix.)*

- ☐ TIFIA
- ☐ RRIF
- ☐ INFRA
- ☐ Mega
- ☒ **BUILD**
- ☐ National Culvert Removal, Replacement, and Restoration Grant Program

10. Project title*: *(Descriptive title of project for which you seek funding):* City of Pocatello Municipal Services Impact Analysis

11. Project location*: Must be described as either a street address complete with city and state, or latitude/longitude coordinates. As an example, coordinates can be obtained by right-clicking on the project location in Google Maps.

Pocatello Regional Airport, 1950 Airport Way, Pocatello ID 83204

12. Briefly describe the overall project (no more than 300 words)*: Include:

- project type (i.e., bridge, new roadway, transit service),

- features to be constructed,
- project limits/length,
- project need, and
- project schedule.

The City of Pocatello's Municipal Services Impact Analysis is a planning, feasibility study, and preliminary engineering project that will address the impact of a large-scale development on municipal services provided by the City of Pocatello. The 3200-acre development called CREST – Commercial, Retail, Entertainment, Sports, and Travel – is proposed to be developed on Pocatello Regional Airport land that currently sits vacant. This development includes commercial, retail, sports, hotels, and other similar industry that will bring in major economic development opportunities for the City and surrounding Power and Bannock counties. However, along with the major new development will come demands on the municipal services provided to the area. This RTA project will be comprised of a municipal services impact analysis to determine future capital buildout required to support the CREST development. Features to be constructed include multifaceted public infrastructure such as public roads, new sewer and water infrastructure, public transit expansion, and public safety facilities to support the proposed development.

The project area includes 3200 acres near Pocatello Regional Airport, along Terminal Way and Frontage Road.

As the CREST development is entering the preliminary design phase and preparing to move forward from a feasibility analysis, there is an immediate need to understand the impacts of the development on municipal services. This RTA project will provide the City with necessary data to understand the potential for financing the capital improvements or the need for special revenue mechanisms such as a TIF district.

The Municipal Services Impact Analysis would begin upon award and be completed in 8 months to align with the proposed schedule for the CREST development.

13. Project advancement*: *(See Section VI. B. Criterion #1 of the NOFO for review and evaluation information.)*

- a. Describe, in detail, the activities to be completed with this program funding, stating how these activities will materially advance the overall project and address an identified transportation challenge. (no more than 400 words)***

Activities to be completed with the program funding will include:

- All elements of a development impact analysis including: feasibility analysis and evaluation of costs to complete the municipal infrastructure build-out necessary to support the CREST development;
- Water/sewer demand analysis;
- Public safety demand analysis; and
- Preliminary engineering for the required roadwork, sewer, water, and transit facilities.

By completing this demand analysis and the preliminary engineering for the build-out of municipal infrastructure, the City will have preliminary engineering plans and documents that can inform construction costs for the infrastructure needs. This will allow Pocatello to find revenue sources for the construction phase of this project including potential BUILD grant funding. The CREST development will require an expansion of the noted municipal services and without the improved roads and transit access, it will be challenging to move forward. Additionally, without identifying the impact on sewer and water

infrastructure, decisions regarding the size and type of these additions cannot be made.

Future cost projections to sustain the project (including maintenance and operations costs) will also be included in the development impact analysis. This will provide the City with necessary budget information to ensure future upkeep of the expanded transportation and other municipal facilities. IN particular, the City will be well positioned to expand roadways for the development's transportation needs as well as identify the best locations for Pocatello Regional Transit stops and amenities.

b. Requested funds from this program*: **\$750,000**

c. Estimated cost of proposed activities*: **\$750,000**

d. Provide evidence of project readiness, including any project-related development activities that have already been completed. Examples would include data or information that has been collected or activities conducted that are necessary for completing the activities funded through this Program. **(no more than 200 words)***

The CREST development has completed a two-phase conceptual plan and is scheduled to complete a feasibility analysis for the development in Summer 2025. The City has reviewed preliminary plans and identified municipal facilities that will need to be analyzed and updated. The City's Water and Sewer infrastructure plans (rate studies) have not accounted for this development and will need to be updated. City staff have completed a review of the conceptual plans for the CREST development and identified major municipal infrastructure needs for the area that will need to be included in the impact analysis. This includes: roadways (access and egress), the highway interchange, traffic flow and traffic management, water infrastructure, sewer infrastructure expansion and demand, transit facilities, and public safety demand. This initial review of the conceptual plans has provided a basis for the RTA scope of work and will be continued to develop the scopes of work for the impact analysis.

14. Demonstrated experience and confidence in estimated costs*: (See Section VI. B. Criterion #2 of the NOFO for review and evaluation information.)

- a. State if you intend to either procure advisory services or hire staff to complete the proposed activities, and discuss your procurement or hiring experience and process. (no more than 250 words)***

The City intends to procure these services in accordance with federal, state, and local procurement requirements. Idaho Code requires use of a Request for Qualifications (RFQ) process which would also comply with 2 CFR 200 and any other US DOT grant requirements. The qualifying firm would have requisite experience and technical knowledge to complete the development impact analysis, with particular experience in transportation needs and work on similar development projects that have required transportation facility upgrades.

Funding breakdown*: State the overall project budget and a breakdown by activity, with each funding source shown in dollars and percentages. If applicable, identify other Federal funds your organization is applying for, has been awarded, or intends to use. Group funding sources into three categories:

- non-Federal
- current application (RTA Program), and
- other Federal funding

The RTA application will fund the project planning and feasibility analysis, an evaluation of costs of the municipal infrastructure needs, and preliminary engineering for the proposed infrastructure build-out. The City has not applied for, received, nor intends to use any other federal funds for this project.

Current Application (RTA Program): \$750,000

Activity	Funding Source	\$	%
Project Planning and Feasibility Analysis	Current application (RTA Program)	\$100,000	13%
Evaluation of Costs	Current application (RTA Program)	\$50,000	7%
Preliminary Engineering	Current application (RTA Program)	\$600,000	80%

- b. Applicants are encouraged to seek bids or quotes, or to estimate the amount of dedicated staff time for the proposed activities to demonstrate the reasonableness of the requested funding in this application. Have you obtained a bid or quote, or estimated the staff time needed for the activities proposed in this application?***

- ☐ Yes (to be submitted later if awarded grant)
- ☐ No (provide statement of how you determined estimated cost of proposed activities)

Estimates were based off of the City's recently procured services and contracts

for similar work, including feasibility analyses, market studies, and preliminary engineering work up to 30% design.

15. Mobility access*: DOT prioritizes projects that help advance mobility access by increasing reliable transportation for people to get to where they need to go to meet the needs of their daily lives regularly, reliably, and safely either through lowering the cost of transportation, increasing access, or increasing safe transportation options. **Explain how the proposed activities will advance at least one of the following aspects of mobility access:**

- **increase safety,**
- **lower transportation costs, or**
- **increase the availability of transportation options.**

From the list above, identify the area of mobility access the project is advancing and how the proposed activities will accomplish this. (no more than 400 words)

(See Section VI. B. Criterion #3 of the NOFO for review and evaluation information.)

The project will increase safety by developing roadway infrastructure for a large-scale development including proper width roads (public roads), signals, crosswalks, and road re-alignment as needed. It will also increase availability of transportation options by including transit amenities at the CREST development. The City's Pocatello Regional Transit (PRT) public transportation bus system has a dedicated bus route to the adjacent community of American Falls. With the proposed CREST development, additional transit routes will be needed to allow patrons, visitors, and employees to reach the area. This proposal will review the PRT system and additional routes as well as locate bus stops at the CREST development to increase transportation options. Finally, improved services near the Pocatello Regional Airport will likely increase availability of flights and reduce the overall cost of flights through the Pocatello Regional Airport.

16. Performance goals and metrics*: Identify, at minimum, 2 metrics for each of the following performance goals:

- **Goal 1: Provide benefits to the community through transportation projects.**

Metric 1: Increased access to CREST development

Outputs: amount of road, sidewalk, curb, gutter, and pedestrian facilities (crosswalks, signage, RRFBs, etc)

Metric 2: Improved public transit amenities

Outputs: Bus stops added, bus stop amenities added (bench, shelter)

- **Goal 2: Increase grant recipient's capacity, knowledge, and skills to execute transportation projects.**

Metric 1: Capacity Increased by having Preliminary Design plans and Construction Cost Estimates

Output: 30% Design Plans and Construction Cost Estimate

Metric 2: Skills increased by working through planning phase on large scale development that requires a public-private partnership with multiple entities (public agencies and the developer)

Output: Project Steering Committee with Staff Experts and key Stakeholders

- **Goal 3: Engage, educate, and listen to the community throughout the project planning process.**

Metric 1 – Engage and Listen to the Community

Output: Public workshop soliciting feedback on City proposed development

Output: Presentation at Public meeting

Metric 2 – Educate Community

Output: Project website with project and contact information

- **Goal 4: Advance the transformational project(s) closer to delivery.**

Metric 1: Identify infrastructure needs and mechanisms based on preliminary design plans and engagement.

Output: Updated Water and Water Treatment Facility Master Plan and Rate Study

Metric 2: Identify major project components and prepare preliminary designs determine initial project elements.

Output: Cost Estimates

•

17. ☐ By checking this box and submitting this application, I certify that the statements contained 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 18, Section 1001)*

Signature (e-signature is sufficient)*

Date*

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Amended Notice of Funding Opportunity: Rural and Tribal Assistance Pilot Program



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Bureau Bulletin Brief: August 7, 2025

Amended Notice of Funding Opportunity: Rural and Tribal Assistance Pilot Program

Application Portal Opens Monday, September 8, 2025

The U.S. Department of Transportation's Build America Bureau (Bureau) announces \$54.2 million available in no-match grants through its [Rural and Tribal Assistance Pilot Program \(RTA\)](#). Grants are awarded on a first-come, first-serve basis to support legal, technical, and financial advisors to help advance infrastructure projects in rural and tribal communities. This amended Notice of Funding Opportunity (NOFO) combines Fiscal Years 2024 and 2025 program funds, with a \$20 million set-aside for Tribes.

The NOFO and application instructions are available on the [RTA Program webpage](#) and [grants.gov](#). Applications will be accepted beginning September 8, 2025, at 2:00 p.m. ET via an online portal, that will be accessible through the [RTA Program webpage](#). The application portal will close on October 8, 2025, at 11:59 p.m. ET. Funds may be expended before the application period closes.

The Build America Bureau will hold a free informational webinar on August 26, 2025, at 2:00 p.m. ET to provide an overview of the program, NOFO amendments, and the application process. To attend the webinar, [please register here](#). For accommodations, please email RuralandTribalTA@dot.gov by August 19, 2025.

The Build America Bureau advances investment in transportation infrastructure by lending Federal funds to qualified borrowers; clearing roadblocks for credit worthy projects; and encouraging best practices in project planning, financing, delivery, and operations. The Bureau draws on expertise across DOT to serve as a point of coordination for states, municipalities, private partners, and other project sponsors seeking federal financing and technical assistance.

If you are interested in exploring federal financing with the Build America Bureau, please contact us at BuildAmerica@dot.gov.



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8/11/25, 3:23 PM

Amended Notice of Funding Opportunity: Rural and Tribal Assistance Pilot Program

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Bureau Bulletin Brief - Rural and Tribal Grant Update

U.S. Department of Transportation sent this bulletin at 03/31/2025 11:26 AM EDT

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Brief: March 31, 2025

Rural and Tribal Assistance Program Application Period Postponed

Due to technical issues applicants experienced when attempting to apply for Rural and Tribal Assistance (RTA) Program funding, the application portal has been closed. The RTA program will not review any applications submitted and no grants will be awarded from applications submitted during the portal opening between March 18 and March 21, 2025. We appreciate the efforts of communities to prepare applications and regret any inconvenience.

We are working to resolve the issues and establish a new date for the application submissions as soon as possible. All communities interested in FY24 RTA funding must apply when the portal reopens - this includes any community that applied between March 18 and March 21, 2025.

The Bureau will announce the new date on [grants.gov](https://www.transportation.gov/buildamerica/RuralandTribalGrants), LinkedIn and the RTA Program [webpage](https://www.transportation.gov/buildamerica/RuralandTribalGrants): <https://www.transportation.gov/buildamerica/RuralandTribalGrants>. We appreciate your interest in the program and your patience with the adjusted timeline.



Rural and Tribal Application Period Postponed due to technical difficulties

The Build America Bureau accelerates investment in transportation infrastructure by lending Federal funds to qualified public and private borrowers; clearing roadblocks for creditworthy projects; providing technical assistance services and grants to build local/regional capacity and implement best practices and innovative solutions in project planning, funding/financing, delivery, and operations. The Bureau draws on expertise across DOT to serve as the point of coordination for states, municipalities, private partners, and other project sponsors seeking Federal financing.

If you are interested in exploring federal financing with the Build America Bureau, please contact us at BuildAmerica@dot.gov.



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Executive Summary

Date: July 21, 2025
Request: To Liquidate Seized Assets to Fund 88
From: Captain Bill Collins, Pocatello Police Department

The Pocatello Police Department requests to liquidate through auction one vehicle that has been seized during ongoing drug investigation. The vehicle forfeiture has been adjudicated and the vehicle has been awarded to the PPD by the courts through the Bannock County Prosecutors Office via Asset Forfeiture Laws. The vehicle in question is:

Gray	2009	Infiniti	M35	JNKCY01E19M801766
------	------	----------	-----	-------------------

We request that the council authorize this asset to be liquidated and that the mayor be authorized to sign any agreements involved in the sale.

MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney

DATE: August 25, 2025 

RE: Auction of Seized Vehicles – PPD

I have reviewed the documentation related to the proposed sale, via auction, of a vehicle that was seized by the Pocatello Police Department as a result of narcotics investigations. I have no legal concerns with the request. Therefore, I would recommend that Council authorize the Mayor's signature on any documents related to this request.

Please contact me with any questions or concerns.

IAN C. JOHNSON
BANNOCK COUNTY PROSECUTING ATTORNEY
624 East Center, Room 204
Pocatello, ID 83201
(208) 236-7280

JONATHAN D. RADFORD, ISB# 10784
Chief Deputy Prosecutor
eserve: kelseyb@bannockcounty.us

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

STATE OF IDAHO, by and through Ian C.
Johnson, Bannock County Prosecuting
Attorney

Plaintiff,

vs.

2009 INFINITI M35, VIN#
JNKCY01E19M801766;

METHAMPHETAMINE (WT) 7.684 LBS;

Defendant(s).

JUAN DE DIOS OROZCO AGUILAR,

Respondent.

CASE NO. CV03-25-894

ORDER ENTERING DEFAULT

It appearing from the records of this case that JUAN DE DIOS OROZCO AGUILAR
having been duly served with process, has failed to answer within the time allowed and;

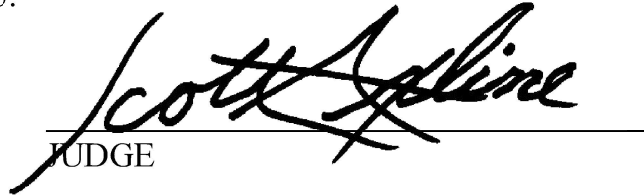
It further appearing that no claim has been made by JUAN DE DIOS OROZCO
AGUILAR that he falls within the purview of the Servicemembers Civil Relief Act, nor does

JUAN DE DIOS OROZCO AGUILAR claim to be an infant or an incompetent person,

IT IS THEREFORE ORDERED That the default of JUAN DE DIOS OROZCO AGUILAR be entered pursuant to I.R.C.P. 55(a)(1).

DATED this ____ day of July, 2025.

7/15/2025 8:35:01 AM


JUDGE

CERTIFICATE OF DELIVERY

I HEREBY CERTIFY That on this 7/15/2025 2:57:58 PM day of July, 2025 a true and correct copy of the foregoing ORDER ENTERING DEFAULT was delivered to the following:

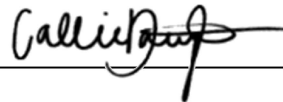
JUAN DE DIOS OROZCO
AGUILAR
BANNOCK COUNTY JAIL
5800 S 5TH AVE
POCATELLO, ID 83201

- ☒ mail – postage prepaid
- ☐ hand delivery
- ☐ facsimile
- ☐ courthouse mailbox
- ☐ E-file & Serve

JONATHAN RADFORD
KELSEYB@BANNOCKCOUNTY.GOV

- ☐ mail – postage prepaid
- ☐ hand delivery
- ☐ facsimile
- ☐ courthouse mailbox
- ☒ Email

CLERK



IAN C. JOHNSON
BANNOCK COUNTY PROSECUTING ATTORNEY
624 East Center, Room 204
Pocatello, ID 83201
(208) 236-7280

JONATHAN D. RADFORD, ISB# 10784
Chief Deputy Prosecutor
eserve: kelseyb@bannockcounty.us

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

STATE OF IDAHO, by and through Ian C. Johnson,
Bannock County Prosecuting Attorney

Plaintiff,

vs.

2009 INFINITI M35, VIN#
JNKCY01E19M801766;

METHAMPHETAMINE (WT) 7.684 LBS
Defendant(s).

CASE NO. CV03-25-894

JUDGMENT BY DEFAULT

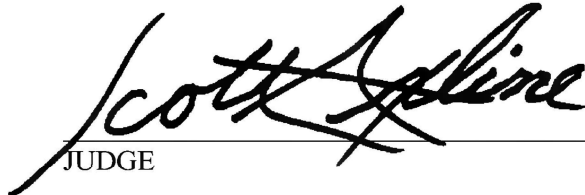
JUAN DE DIOS OROZCO AGUILAR,

Respondent.

JUDGMENT IS ENTERED AS FOLLOWS: That JUAN DE DIOS OROZCO AGUILAR is denied any right to make claim, pursuant to Idaho Code §37-2744, to: 2009 INFINITI M35, VIN# JNKCY01E19M801766 and METHAMPHETAMINE (WT) 7.684 LBS and that all interests in said property is forfeited by the Respondent and awarded to the Pocatello Police Department for its exclusive use in narcotics enforcement.

DATED this ____ day of July, 2025.

7/15/2025 8:35:16 AM


JUDGE

Auction Agreement

Prime Time Auctions agrees to work with the seller to:

- Execute a marketing campaign.
- Assist Seller in auction set-up, grouping and arrangement.
- Assist Seller to catalog, inventory and picture items. Cataloging is a process that takes team work and can happen in steps over time leading up to auction day.
- Provide services for potential buyers, including answering questions, preview and registration.
- Provide expertise, personnel and equipment to conduct auction.
- Summarize and itemize receipts for marketing campaign.
- Work together with Seller after auction to oversee efficient removal.
- Detail accounting of inventory sold and prices received at auction.
- Disburse payment of net proceeds within 14 days following auction.

Seller will provide and agree to:

- Act as an agent to promote your items to potential buyers.
- Allow access to auction site and merchandise by Auction Staff.
- Everything to be sold to the highest bidder with No Minimums or Reserves, unless prior approval is made.
- Seller guarantees they have good title and the right to sell the merchandise and that Prime Time Auctions will be paid before any prior liens or encumbrances.
- Seller agrees not to bid on their own items, doing so will incur all seller and buyer fees.
- Seller appoints Prime Time Auctions power of attorney to endorse, release, or transfer ownership to all titled items.
- A buyer's premium is paid by the buyer on auction day and is kept by Prime Time Auctions for services. Premiums are 5% on items that sell for \$2,501.00 or more and 10% on items that sell for \$2,500.00 or less.
- Seller agrees no items shall be sold or withdrawn prior to the Auction. Full estimated commissions will be charged on items that are withdrawn or sold. This is a legally binding contract.
- This contract will be subject to the legal jurisdiction of Bannock County and the laws of the State of Idaho with a statute of limitations of one year.
- Seller agrees if any item auctioned is not paid for or the buyer has a discrepancy that cannot be resolved, the item will be considered as a "no-sale". The seller then has the option of keeping the item with no commission charged, or the items may be consigned to a future auction at the same commission rate.
- All vehicles will be cleaned. Our staff will also perform necessary maintenance if they find a vehicle or item needs gas or a new battery. This will be mandatory on items requiring attention. Investment in maintenance and cleaning based on time and resources used will be taken from proceeds.
- Seller is responsible for final cleanup. If any items do not sell or buyers do not take some items, the seller can handle these items however they like after the grace period is over.

**PRIME TIME
AUCTIONS**
• BID ANYTIME - ANYWHERE •

Consignment Agreement

PRIME TIME AUCTIONS

• BID ANYTIME - ANYWHERE •

2221 S 5th Ave, Pocatello, ID
83201 (208) 232-4912
info@primetimeauctions.com

Auction Date: _____ Consignor # _____

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

Received By: _____

Coordinator: _____

Location of Items:

Pickup, Preview Details:

Cataloging Details:

Off-site Address:

Commission: 22 % on items \$ 1,000 and under, 12% on items \$1,001 - \$10,000
and 6% on items above \$10,000. \$1.00 Per Lot

Investment: \$ _____ Advertising, Marketing and Featured Items

\$ _____ Setup, Travel, Moving - Percent, Flat Rate, or Hourly

Other possible service: Cleaning, Repair, Disposal

No up front investments made. We are happy to account for them with the final payment.

Title Received: Yes No. Title Details: Is it Branded, Salvage. Is Vehicle Clean, Has Gas, Good Battery

Damage Disclosure - List damages or needed repairs that cannot be seen.

I have read, understand, and agree to the front and back of this consignment agreement.

Signature: _____ Date: _____

AGENDA ITEM #11

INTEROFFICE MEMORANDUM

TO	Mayor Blad and City Council
FROM	Heather Buchanan, Human Resources Director
DATE	August 27, 2025
SUBJECT	FY2026 Contract Approval: Wellable

As part of the FY2026 Budget Development Meeting held on May 15, 2025, Human Resources received direction to incorporate a digital wellness solution—**Wellable**—into the City’s employee wellness initiatives. Wellable is a cloud-based platform designed to support employee health and well-being through a comprehensive suite of virtual tools and resources.

Key features of the Wellable platform include:

- Health and fitness challenges
- Educational and workout videos
- Healthy recipes
- One-on-one health coaching with certified wellness professionals
- Automatic integration with smart devices for activity tracking

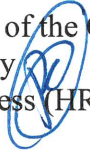
Wellable supports participation by up to 500 employees and facilitates engagement in wellness activities regardless of physical location. This program reflects the City’s ongoing commitment to employee health, productivity, and overall morale.

The contract and application have been reviewed and approved by both the Legal and Information Technology departments.

Funding:

A one-year subscription has been included in the FY2026 budget at a total cost of \$14,000, funded through an interfund allocation into the wellness program account 053-5300-416.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Agreement with Wellable Wellness (HR)
DATE: August 12th, 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.

Wellable Order Form

Order Summary

Term: 10 / 01 / 2025 - 09 / 30 / 2026

Support Model: Self-Directed

User Minimum: 500

Payment Terms: Due Upon Receipt

Auto-Renew: Yes

Customer And Billing Information

Company Legal Name:

Billing Contact Email:

Company Address:

City, State, Zip Code:

Invoicing Frequency: Monthly

Order Details

Solution	Per User Per Month	Monthly Cost	Annual Cost
Pro Wellness Plan	\$2.25	\$1,125.00	\$13,500.00

One-Time Implementation Fee \$500.00

Estimated Year 1 Total \$14,000.00

Subscription Terms And Conditions

This Order Form is governed by the terms of the Wellable Terms and Conditions found at <https://www.wellable.co/terms-and-conditions>, with the following exceptions:

Section 5.3 is revised to read:

Customer represents and warrants that its obligations under this Agreement and the collection and provision of Member Data by Wellable as contemplated by this Agreement will not violate (a) any agreement between any third party and Customer, including the Members; (b) applicable law; or (c) any intellectual property rights of any other person or entity.

Section 13 is intentionally omitted.

Customer

By:

Name:

Title:

Wellable

By:

Name:

Title:

AGENDA ITEM #12

Executive Briefing: Clearwater Financial Advisors

Consider approval of a professional services engagement with Clearwater Financial Services to support the City's investment and cash management program. The purpose is to strengthen management of the City's pooled cash and investments by engaging a qualified municipal advisor to deliver consistent reporting, accurate interest-revenue projections, and periodic market briefings to Council (if needed).

Clearwater Financial Advisors can help assist with the following:

- Portfolio review and cash-flow analysis; development of a ladder liquidity strategy aligned to City needs
- Interest earnings projections to support budget development and amendments.
- Monthly/quarterly reporting (performance, compliance with policy/Idaho statutes) and Council-facing dashboards or memos.
- Market/economic updates and on-call participation at Council or Audit Committee meetings.
- Optional assistance with banking/broker RFPs, investment policy updates, and staff training.

Finance Staff recommends approving the professional services engagement with Clearwater Financial Services, subject to final Legal and Audit & Advisory Committee review, to ensure reliable forecasting, improved transparency, and strengthened stewardship of City investments.

MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney 

DATE: August 28, 2025

RE: Investment Management Agreement – Finance Department

I have reviewed the proposed Investment Management Agreement between the City of Pocatello and Clearwater Advisors, LLC. I have no legal concerns with Mayor Blad signing this document once so authorized by the City Council.

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

INVESTMENT MANAGEMENT AGREEMENT
BY AND BETWEEN
CLIENT
AND CLEARWATER ADVISORS, LLC

THIS AGREEMENT made as of the 1st day of October 2025 (the “Effective Date”), by and between the City of Pocatello, a municipal corporation organized under the laws of the State of Idaho (hereinafter the “City”) and Clearwater Advisors, LLC, an Idaho limited liability company (hereinafter “Clearwater”).

WITNESSETH:

WHEREAS, the City has all requisite authority to appoint one or more investment managers to supervise and direct the investment and reinvestment of the investable assets of the City;

THEREFORE, for and in consideration of the premises and of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

1. Appointment and Status as Investment Manager. The City hereby appoints Clearwater as an “Investment Manager” having the duties and responsibilities set forth herein. Clearwater does hereby accept said appointment and by its execution of this Agreement Clearwater represents and warrants that it (a) has all requisite limited liability company authority to enter into and perform this Agreement, (b) is registered with the Securities and Exchange Commission as an investment adviser under the Investment Advisers Act of 1940 (the “Advisers Act”). Clearwater further represents, warrants and acknowledges that it is and will be a fiduciary with respect to the assets under management and assumes the duties, responsibilities and obligations of a fiduciary with respect to all City assets for which it provides services under this Agreement.

Clearwater further represents that it maintains the following insurance coverage:

- 1) WORKERS COMPENSATION insurance meeting the statutory requirements of all states in which the work is to be performed. Except in jurisdictions where prohibited by law, any policy providing coverage required under this paragraph shall include an endorsement waiving subrogation against City;
- 2) EMPLOYERS LIABILITY insurance providing limits of liability in the following amounts:
 - Bodily Injury by Accident: \$1,000,000 each accident
 - Bodily Injury by Disease: \$1,000,000 policy limit
 - Bodily Injury by Disease: \$1,000,000 each employee
 - The Employers Liability insurance policy shall be written on an "Occurrence Policy" form

3) COMMERCIAL GENERAL LIABILITY insurance providing limits of liability in the following amounts, with general aggregate applying per location:

- General Aggregate Limit: \$2,000,000
- Per Occurrence Limit: \$1,000,000
- Products/Completed Operations Aggregate Limit: \$2,000,000
- Personal and Advertising Injury Limit: \$1,000,000

4) The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence Policy" form and shall include, but not be limited to cover liability arising from premises, operations, independent contractors, products/completed operations (with no number of years limitation upon which claims can be filed), bodily injury, property damage, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). City shall be included as an Additional Insured as their interests may appear under the CGL relative to claims which arise from Adviser's negligent acts or omissions in connection with the performance of this contract.

5) ERRORS AND OMISSIONS LIABILITY ("E&O") INSURANCE with limits of not less than \$2,000,000 per claim and \$2,000,000 aggregate. If the insurance required by this section is obtained through a "Claims Made" policy, this coverage or its replacement shall remain in force for a period of at least one (1) year following the completion of the professional services.

2. Representations by City. The City represents and warrants that (a) it has all requisite corporate authority to appoint Clearwater hereunder; (b) the terms of this Agreement do not conflict with any material obligation by which the City is bound, whether arising by contract, operation of law or otherwise; (c) this Agreement has been duly authorized by appropriate corporate action; (d) the Account (as defined below) is not comprised of assets subject to the Employee Retirement Income Security Act of 1974; and (e) all assets within the Account are free from any security interests, liens or encumbrances of, by or for the benefit of any third party, except as may be created by Clearwater or by the City with prior notice to Clearwater.

3. Management Services. Clearwater shall be responsible for the investment and reinvestment of those assets designated from time to time by the City as subject to Clearwater's management (which assets, together with all additions, substitutions and alterations thereto are hereinafter called the "Account"), at all times in accordance with the City's Investment Policy as may be amended from time to time in the City's sole discretion (the "Investment Policy"). Clearwater will implement any reasonable change in Investment Policy or instructions of City within a reasonable period of time after receiving the City's notice, such reasonable period not to exceed three business days or such longer period as the City may specify in writing to Clearwater. Subject to the applicable provisions of the Investment Policy, the City hereby delegates to Clearwater the powers, duties and responsibilities with regard to such investment and reinvestment of the Account and hereby appoints Clearwater as its agent in fact with full authority to buy, sell or otherwise effect

investment transactions involving the Account in the name of the City and for the benefit of the City. Said powers, duties and responsibilities shall be exercised exclusively by Clearwater pursuant to and in accordance with its fiduciary responsibilities and the provisions of this Agreement. In deciding on a proper investment of the Account, Clearwater shall consider all of the following factors, as the same may be revised or otherwise communicated in writing to Clearwater by the City from time to time: (a) the Investment Policy, (b) the City's financial needs, such as liquidity, and (c) applicable laws. In addition, in accordance with the Investment Policy, and subject to any written instructions received from the City, Clearwater or its agent is authorized, but shall not be required, to vote, tender or convert any securities in the Account; to execute waivers, consents and other instruments with respect to such securities; to endorse, transfer or deliver such securities or to consent to any class action, plan of reorganization, merger, combination, consolidation, liquidation or similar plan with reference to such securities; and Clearwater shall not incur any liability to the City by reason of any exercise of, or failure to exercise, any such discretion in the absence of negligence, bad faith, breach of its fiduciary obligations and responsibilities to the City, or refusal to follow instructions by the City.

Notwithstanding the foregoing, Clearwater shall have no authority to direct payments out of the Account except that Clearwater shall have authority to instruct the Custodian as appropriate to: (i) pay cash for securities and other property delivered to the Custodian for the Account as well as other investment execution expenses (not including Clearwater's fees), including without limitation third-party commissions, (ii) reimburse any monies improperly credited to the Account in connection with failed trades and (iii) deliver or accept delivery of, upon receipt of payment or payment upon receipt of, securities or other property purchased or sold in the Account. Clearwater shall not have the authority to cause Custodian to deliver securities and other property, or pay cash to Clearwater. Clearwater shall not engage in securities lending transactions on behalf of the Account either directly or through the Custodian.

4. Accounting and Reports. Not later than one (1) business day after the end of each monthly fiscal period of the City, Clearwater shall furnish the City with updated appraisals of the Account, performance tabulations and a summary of purchases and sales. Such reports shall be accessible to the City online, using a commercially reasonable security procedure, via a world wide web site, or via a Virtual Private Network, extranet or direct dial-up connection. Clearwater shall reconcile accounting, transaction and asset-summary data with the data contained in reports from the custodian selected and duly appointed by the City for the Account (the "Custodian") in accordance with Clearwater's standard procedures. Clearwater shall communicate with the Custodian and resolve any discrepancies with the Custodian promptly, and shall promptly report such discrepancies and the resolution to the City.

5. Other Services. Clearwater shall assist the City with Investment Policy drafting and/or review, cash flow forecasting and analysis, liquidity requirement analysis, compliance monitoring, reporting, custody account set-up and any other services reasonably required to establish and/or maintain a direct investment program. Clearwater shall, at the request of the City, attend meetings with representatives of the City to discuss the position of the Account and Clearwater's investment outlook, or shall submit its views in writing, as the City shall request from time

to time. Clearwater will send copies of confirmations of transactions executed via Swift or fax to Custodian. To the extent authorized by applicable law, Clearwater agrees that it shall promptly notify the City of any material changes regarding the information about itself in its Clearwater's Form ADV. Clearwater agrees that it shall notify the City within a commercially reasonable period of time upon becoming aware of the occurrence of (i) any event which may materially affect the valuation of any investment in the Account, including any credit ratings downgrade, and (ii) any default by the issuer of any security in the Account.

6. Compensation. For services hereunder, Clearwater shall be compensated in accordance with Attachment A attached hereto, as the same may be amended from time to time by the written agreement of the parties. If the management of the Account commences or ends at any time other than the beginning or end of a calendar month, the monthly fee shall be prorated, as detailed in Attachment A, based on the portion of such calendar month during which this Agreement was in force. If applicable, City authorizes Clearwater to deduct its advisory fee directly from the Account.

7. Custodian. The Custodian shall hold the investable assets in the Account and Clearwater is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Account. Except as provided in Paragraph 3 above, nothing contained herein shall be deemed to authorize Clearwater to take or receive physical possession of any of the investable assets for the Account, it being intended that sole responsibility for safekeeping thereof (in such investments as Clearwater may direct), and the consummation of all purchases, sales, deliveries and investments made pursuant to Clearwater's direction, shall rest upon the Custodian.

8. Brokerage. The City hereby delegates to Clearwater sole and exclusive authority to designate the brokers or dealers through whom all purchases and sales on behalf of the Account will be made, subject to the obligation of Clearwater to use such brokers as, in Clearwater's best judgment, shall offer the best combination of price, execution and long-term liquidity. Clearwater may not use itself or its affiliates as broker to execute transactions for the Account. Clearwater will place orders for the execution of transactions for the Account in accordance with Part 2A of the Clearwater's Form ADV and as may be amended from time to time upon notice to the City. Clearwater will exercise its good faith reasonable judgment to determine the rate or rates, if any, to be paid for brokerage services provided to the Account. Clearwater, in seeking to obtain best execution of portfolio transactions for the Account, may consider all relevant factors including, without limitation, (i) price, (ii) the broker-dealer's access to the primary market, (iii) the ability of the broker-dealer to effect specific trades, (iv) the size and breadth of inventory, and (v) the broker-dealer's clearance and settlement capability.

9. Confidential Information. All information regarding operations and investments of the City shall be regarded as confidential by Clearwater and shall not be disclosed except if such disclosure is requested by or through a judicial, administrative, governmental or recognized self-regulatory organization process, investigation, inquiry or proceeding, or otherwise required by applicable law. In the event Clearwater receives such a request, Clearwater shall provide notice of the request to City at least five (5) business days prior to disclosure of the information or such shorter period as may be required by applicable law, and shall cooperate

with City in the event that City determines to attempt to quash disclosure of the information.

10. Directions to Clearwater. All directions by or on behalf of the City to Clearwater shall be communicated by individuals designated in the City Investment Policy, as the same may be amended from time to time by the City in its sole discretion (such individuals are referred to as the "Authorized Representatives").

Clearwater shall be fully protected in relying upon any direction in accordance with the immediately preceding paragraph with respect to any instruction, direction or approval of the City, and shall also be fully protected in relying upon a certification duly executed on behalf of the City as to the names of persons authorized to act for it and in continuing to rely upon such certification until notified in writing by the City to the contrary.

Clearwater shall be fully protected in acting upon any instrument, communication reasonably believed by it to be genuine and to be presented by the proper persons, and Clearwater may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.

11. Liabilities of Clearwater and the City. The City acting in good faith shall not be liable for any act or omission of Clearwater in connection with Clearwater's discharge of its duties, and shall be indemnified by Clearwater against any and all losses, damages, costs, expenses (including reasonable actual out-of-pocket attorneys' fees), liabilities, claims and demands (collectively "Losses"), for any misconduct, negligence, willful violation of any applicable law, reckless disregard of the City's instructions by Clearwater, its officers, directors and employees to the extent that such Losses are actual investment losses or losses incidental thereto (but not consequential losses); provided, however, this limitation shall not act to relieve the City from any responsibility or liability for any fiduciary responsibility, obligation or duty. Clearwater, its officers, directors and employees, acting in good faith, shall not be liable for any and all Losses arising out of Clearwater's good faith reliance on the Investment Policy and any directions from City, except in the case of Clearwater's or such officer's, director's or employee's misconduct, negligence, willful violation of any applicable law, reckless disregard for its duties or disregard of the City's instructions; provided, however, this limitation shall not act to relieve Clearwater, its officers, directors and employees from any responsibility or liability for any responsibility, obligation or duty which Clearwater or such officer, director or employee may have under any federal or state securities law, rule or regulation.

No warranty is given by Clearwater as to the performance or profitability of the Account or any part thereof or that the investment objectives of the Account, including without limitation its risk control or return objectives, will be successfully accomplished. Clearwater shall be financially liable to the City to the extent of any losses directly sustained by the City from investments caused by Clearwater in the Account that are not in material compliance with the Investment Policy at the time such investments are made.

12. **Non-Exclusive Management.** The City understands that Clearwater will continue to furnish investment management and advisory services to others, and that Clearwater shall be at all times free, in its discretion, to make recommendations to others which may be the same as, or may be different from, those made to the Account. The City also understands and acknowledges the risk and conflicts of interest disclosures related to the foregoing as well as Clearwater's other activities, as more fully described in Clearwater's Form ADV. The City further understands that Clearwater, its affiliates, and any officer, director, stockholder, employee or any member of their families may have an interest Clearwater's actions with respect to securities in the Account which may be the same as or different from the actions which Clearwater, any of its affiliates, any officer, director, stockholder, employee or any member of their families, or other investors advised by Clearwater, may take with respect to such securities for their own account, provided that Clearwater's actions and recommendation are consistent with its fiduciary obligations under this Agreement.

13. **Aggregation and Allocation of Orders.** The City acknowledges that circumstances may arise under which Clearwater determines that, while it would be both desirable and suitable that a particular security or other investment be purchased or sold for the account of more than one of Clearwater's clients, there is a limited supply or demand for the security or other investment. Under such circumstances, the City acknowledges that, while Clearwater will seek to allocate the opportunity to purchase or sell that security or other investment among those accounts on an equitable basis, Clearwater shall not be required to assure equality of treatment among all of its clients or to assure that the opportunity to purchase or sell that security or other investment will be allocated proportionally among those clients according to any particular or predetermined standards or criteria. Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for the Account, Clearwater may average the various prices and charge or credit the Account with the average price.

14. **Conflicts of Interest.** The City agrees that Clearwater may refrain from rendering any advice or services concerning securities of companies of which any of Clearwater's or its affiliates officers, directors, or employees are directors or officers, or companies as to which Clearwater or any of Clearwater's affiliates or the officers, directors and employees of any of them has a substantial economic interest or possesses material non-public information, unless Clearwater either determines in good faith that it may appropriately and legally do so without disclosing such conflict to the City, or Clearwater discloses such conflict to the City (and the City waives such conflict in writing) prior to rendering such advice or services with respect to the Account. A list of such companies shall be provided by Clearwater to reflect offices or board seats held by it or its affiliates.

15. **Effective Term of Agreement and Amendments.** This Agreement shall become effective as of October 1st 2025, and, unless earlier terminated in accordance with Section 16, shall remain in effect until September 30, 2026. Any amendment to this Agreement shall be effective only if in writing (which may include electronic records) and signed by both parties to the Agreement. No such amendment shall be effective to permit the use of the Account or any part thereof for any

purpose not authorized by the City's charter or bylaws, it being the City's obligation to advise Clearwater in writing of any such limitations or restrictions contained in the City's charter or by-laws.

16. Resignation or Removal of Clearwater. For any reason or no reason, Clearwater may be removed, and this Agreement may be terminated, by the City upon 30 days' notice in writing from the City (a "Removal Notice"), or Clearwater may resign upon 30 days' notice in writing to the City (in either case the last date of this Agreement being the "Termination Date"). In a Removal Notice, the City may, in its sole discretion, direct Clearwater to cease trading on behalf of the City immediately or on a specific date prior to the Termination Date. On the Termination Date or as close to such date as is reasonably possible, Clearwater shall provide the City with a final report containing the same information as required by Section 4 above. Clearwater's final fee shall be calculated through the date that Clearwater ceased trading, as directed by the City in the Removal Notice or by Clearwater in the notice of resignation. The parties' obligations under Section 9 shall survive termination of this Agreement.

17. Assignment. No assignment (as that term is defined in the Advisers Act) of this Agreement by Clearwater may be made without the prior written consent of the City, and any such assignment made without such consent shall be null and void for all purposes. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns. Clearwater will advise the City of the termination or resignation of any partner or member immediately upon receiving notice of the same and of any other key personnel changes within a reasonable time thereafter.

18. Severable. Any term or provision of this Agreement which is invalid or unenforceable in any applicable jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of the Agreement in any jurisdiction.

19. Applicable Law. To the extent not inconsistent with applicable federal law, this Agreement shall be construed pursuant to, and shall be governed by, the laws of the state of New York without regard to its conflict of laws principles.

20. Investment Manager Brochure. The City hereby acknowledges that it has received from Clearwater a copy of Clearwater's statement on Form ADV, Part 2A prior to or at the time of entering into this Agreement.

21. Notices. All notices required or permitted to be sent under this Agreement shall be sent:

If to Clearwater, to:

CLEARWATER ADVISORS, LLC

Attn: Legal Department

101 S. Capitol Blvd, Suite 1201

Boise, Idaho 83702

Tel: (208) 433-1200; Fax: (208) 343-2244

If to the City, to:

CITY OF POCA TELLO
Attn: Finance Department
PO Box 4169
Pocatello, ID 83205
(208) 234-6504

or such other name or address as may be given in writing to the other party at the address designated under this Section. All notices hereunder shall be sufficient if delivered by facsimile, telex, or overnight courier. Any notices shall be deemed given only upon actual receipt.

22. STATE OF IDAHO REQUIREMENTS: The following provisions are required by the State of Idaho. The inclusion of these provisions in this Agreement does not indicate City's support or opposition to these provisions nor agreement by City that these clauses are relevant to the subject matter of this Agreement. Rather, these provisions are included solely to comply with the laws of the State of Idaho.

Ownership or Operation by China: Clearwater certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

No Public Funds for Abortion Act (NPF AA): Clearwater certifies that it is not, and will not for the duration of this Agreement become, an abortion provider or an affiliate of an abortion provider, as those terms are defined in the "No Public Funds for Abortion Act," Idaho Code §§ 18-8701.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

CONFIRMED AND AGREED:

CLEARWATER ADVISORS, LLC

Name (Signature)

Name (Print)

Title

Date

CITY:

Name (Signature)

Name (Print)

Title

Date

Attachment A

SPECIFIC INVESTMENT FEE SCHEDULE
FOR CLIENT ACCOUNT
MANAGED BY CLEARWATER ADVISORS, LLC

Annual Fee Schedule

This Agreement shall be for a 12-month term, commencing October 1, 2025 and terminating September 30, 2025. A fixed fee of \$22,500 (\$1,875 per month) shall apply for the the term of this Agreement. If the City desires to extend the Agreement beyond the initial term or any subsequent renewal term, the City and Clearwater shall engage in good-faith negotiations to agree upon an updated investment management fee. No extension of the Agreement shall be effective unless and until the parties have executed a written amendment reflecting the agreed-upon fee for the renewal term.

Fees are payable monthly in arrears. The fee for any period that is less than a full month shall be pro-rated daily. The fee for the period in which Clearwater's services are terminated shall be calculated through the close of business of the effective date of termination, per the City's direction.

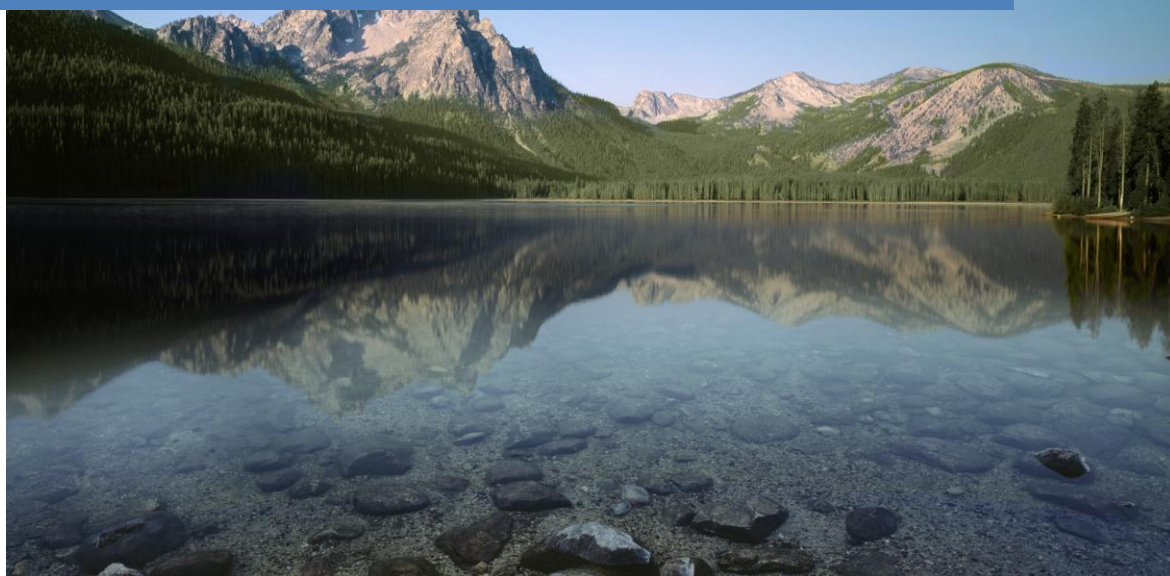
Clearwater Advisors, LLC

Form ADV Part 2 Brochure
Updated: March 6, 2025

101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222
Fax: 208.278.1282

www.clearwateradvisors.com

Clearwater Advisors



This brochure provides information about the qualifications and business practices of Clearwater Advisors, LLC (Clearwater).

If you have any questions about the contents of this brochure, please contact Clearwater at 208-433-1222.

The information in this brochure has not been approved or verified by the United States Securities and Exchange Commission or by any state securities authority.

Additional information about Clearwater is also available on the SEC's website at www.adviserinfo.sec.gov.

Material Changes

Clearwater filed its last annual update to the brochure on March 4, 2024. Clearwater continues to conduct its business activities and provide investment advisory services in substantially the same manner as described in the last update to the brochure. The ensuing is only a list of changes since the last update that are or may be considered material. It does not identify every change to the brochure since the last update. In addition, there have been minor word enhancements and clarifications throughout the brochure.

There have been no material changes to the brochure since the last annual update.

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Advisory Business

History

Clearwater was founded in 2001 by treasury and investment professionals focused on innovative fixed income investment management solutions. Members of the Clearwater portfolio management team have been managing institutional portfolios since 1995, with risk management careers dating back to the early 1980s. Throughout their careers Clearwater's principals have developed and used innovative technology solutions for portfolio management. Among the tools developed by the Clearwater team is Clearwater Analytics, a web-based portfolio reporting software designed to offer clients daily account transparency, including daily compliance, risk, accounting, and performance reports.

Honey Badger Investment Development LLC as well as various employees own shares in Clearwater. The beneficial owner of Honey Badger, LLC is Daniel Bates, the Chief Executive Officer of Clearwater.

Advisory Services

Clearwater specializes in fixed income investing for separately managed accounts. Clearwater's clients include corporate cash portfolios, state and local governments, school districts, insurance companies, endowments, foundations, trusts, family offices, credit unions and corporate pension plans. Clearwater constructs investment strategies that meet the client's portfolio risk and return objectives. The firm strives to maximize returns through time-tested investment management processes that include constant relative value analysis, careful security selection, and efficient trade execution.

Clearwater's goal is to help clients achieve their portfolio objectives while meeting portfolio liquidity requirements. Since each client has unique needs, the firm tailors each strategy to help clients accomplish their individual goals. While mandates vary by duration and need, the firm uses a top-down, relative value approach utilizing liquid products and focuses on identifying market opportunities within sectors, industries and credits. Clearwater is tenacious in its approach toward minimizing portfolio transaction costs and maximizing portfolio liquidity. The firm does not take large duration bets relative to the benchmark and believes Clearwater's relative value approach using liquid products and minimizing transaction costs best achieves clients' portfolio investment risk and return objectives. With the variety of clients and experience the firm holds collectively, Clearwater prides itself on the ability to listen and understand a client's particular needs and provide tailored investment options and solutions. Clearwater works diligently to enable open communication and become an extension of, and available resource to clients' treasury groups in all aspects of their investing — from investment policy discussion to implementation and specific security allowance and comprehensive reporting and monitoring.

Clearwater also provides a small number of clients services relating to liquidity and counterparty analysis.

Assets Under Management

Clearwater specializes in fixed income investing for separately managed accounts. As of December 31, 2024, Clearwater managed discretionary accounts only and had a total of \$4,525,460,773 in assets under management.

Fees and Compensation

Fees

Clearwater is generally compensated for its investment advisory services by receiving a fee based on a percentage of the fair market value of assets under management. Fees are negotiable based on the amount of assets under management, the nature of the client accounts, and client's specific investment guidelines and objectives. Management fees typically range between 0.1% and 0.40% of assets under management. Clients will not be responsible to Clearwater for any other fees, including brokerage and other transaction costs. However, clients are responsible for separately arranging custody of their assets. Neither Clearwater nor its employees accept compensation for the sale of securities or other investment products.

Clearwater receives a fixed fee from a small number of clients for services relating to liquidity and counterparty analysis.

Invoicing

Fees are generally invoiced in arrears on a monthly or quarterly basis depending on the client. Most invoices are set with a payable date within 30 days of receipt of the day the client receives the invoice. For a small number of clients, Clearwater will deduct the client's advisory fees directly from the client's custodian.

A client's fee invoice will also generally include the amount of fees being charged by Clearwater Analytics for various reporting services provided to the client. Such fees are covered by Clearwater Advisors. Please see the Other Financial Industry Activities and Affiliations section below for more information.

Performance-Based Fees and Side-By-Side Management

Clearwater does not use performance-based fees for any of its clients so there is no side-by-side management.

Types of Clients

Clearwater's clients include:

- Corporate Cash Portfolios
- State and Local Governments
- School Districts
- Insurance Companies
- Endowments
- Foundations
- Trusts
- Family Offices
- Corporate Pension Plans
- Credit Unions
- High Net Worth Individuals

Clearwater assesses and accepts clients on a case-by-case basis, with no set minimum account size.

Methods of Analysis, Investment Strategies and Risk of Loss

Clearwater's Investment Strategy Committee is responsible for the macro investment strategy decisions and includes the firm's principals, portfolio management and research staff. Specialized portfolio management and research staff make the individual credit and security selection decisions.

The experience and abilities of Clearwater's investment team span most securities traded in established markets. As a boutique investment manager, Clearwater works with most major broker-dealers that trade in its clients' investible universe.

Clearwater uses a top-down, relative value approach focused on identifying market opportunities within sectors, industries, and credits. The firm is keenly focused on minimizing portfolio turnover, minimizing portfolio transaction costs, and maximizing portfolio liquidity. Clearwater does not take large duration bets relative to the benchmark. Its methods of analysis, in order of priority, are as follows:

- 1) Economic analysis
- 2) Sector decision
- 3) Credit research
- 4) Yield Curve Analysis
- 5) Security selection
- 6) Trading
- 7) Best Execution

Clearwater uses proprietary risk management tools to screen and analyze potential investments. These tools also give advisors access to daily portfolio risk characteristics of relevance to Clearwater clients. The majority of credit research and modeling is done internally using sources including Fitch, Moody's, S&P, the Securities and Exchange Commission resources, news, and other publicly accessible research.

Each member of the portfolio management group is responsible for monitoring industry-relevant news and analysis, processing this news to develop viewpoints and insights, discussing it with the other portfolio managers, and delivering specifically-related information to the client. This delivery takes many forms ranging from phone calls and emails to more formal monthly market

commentaries and issue-specific white papers. The more formal white papers and monthly updates are emailed to clients and made available on Clearwater's website.

Material Risks

Below is a summary of the material risks associated with the strategies and methods of analysis used by Clearwater. Investing in securities and other instruments and assets involves risk of loss that clients should be prepared to bear. Clients should be aware that not all of the risks listed below will pertain to every client as certain risks may only apply to certain investment strategies. Furthermore, the risks listed below are not intended to be a complete description of the risks associated with the strategies and methods of analysis used by Clearwater. There can be no assurance that expected or targeted returns for any client will be achieved.

Call Risk. A client that invests in fixed income securities will be subject to the risk that an issuer may exercise its right to redeem the security earlier than expected (a call). Issuers may call outstanding securities prior to their maturity for a number of reasons (e.g., declining interest rates, changes in credit spreads and improvements in the issuer's credit quality). If an issuer calls a security that a client has invested in, the client may not recoup the full amount of its initial investment or may not realize the full anticipated earnings from the investment and may be forced to reinvest in lower-yielding securities, securities with greater credit risks or securities with other, less favorable features.

Corporate Debt Securities Risk. Corporate debt securities include corporate bonds, debentures, notes and other similar corporate debt instruments, including convertible securities. Corporate debt securities may be highly customized and as a result may be subject to, among others, liquidity risk and pricing transparency risks. Corporate debt securities are also subject to the risk of the issuer's inability to meet principal and interest payments on the obligation and may also be subject to price volatility due to such factors as interest rate sensitivity, market perception of the creditworthiness of the issuer and general market liquidity. Company defaults can impact the level of returns generated by corporate debt securities. An unexpected default can reduce income and the capital value of a corporate debt security. Furthermore, market expectations regarding economic conditions and the likely number of corporate defaults may impact the value of corporate debt securities.

Credit Risk. A client could lose money if the issuer or guarantor of a security (including a security purchased with securities lending collateral), the counterparty to a derivatives contract, repurchase agreement or a loan of portfolio securities, or the issuer or guarantor of collateral, is unable or unwilling, or is perceived (whether by market participants, rating agencies, pricing services or otherwise) as unable or unwilling, to honor its obligations. The downgrade of the credit of a security or of the issuer of security held by a client may decrease its value. Securities are subject to varying degrees of credit risk, which are often reflected in credit ratings.

Derivative Risks. Clearwater's cash overlay strategy involves the use of derivatives (futures contracts). Derivatives are subject to additional risks, including that the value of the derivative does not correlate with the value of the underlying security or index, that portfolio volatility increases due to increased exposure to the security or index, and that the counterparty to the derivative is unable to satisfy its obligations or Clearwater is not otherwise able to sell or close out its position.

Inflation and Deflation Risk. A client may be subject to inflation and deflation risk. Inflation risk is the risk that the present value of assets or income of a client's account will be worth less in the future as inflation decreases in the present value of money. Deflation risk is the risk that prices throughout the economy decline over time creating an economic recession, which could make issuer default more likely and may result in a decline in the value of an account's assets.

Interest Rate Risk. Interest rate risk is the risk that fixed income securities will decline in value because of changes in interest rates. As nominal interest rates rise, the value of certain fixed income securities held by a client is likely to decrease. A nominal interest rate can be described as the sum of a real interest rate and an expected inflation rate. Interest rate changes can be sudden and unpredictable, and a client may lose money as a result of movements in interest rates. Fixed income securities with longer durations tend to be more sensitive to changes in interest rates, usually making them more volatile than securities with shorter durations. Variable and floating rate securities generally are less sensitive to interest rate changes but may decline in value if their interest rates do not rise as much, or as quickly, as interest rates in general. Conversely, floating rate securities will not generally increase in value if interest rates decline.

Issuer Risk. The value of a security may decline for a number of reasons, which directly relate to the issuer, such as management performance, financial leverage, reputation, and reduced demand for the issuer's goods or services, as well as the historical and prospective earnings of the issuer and the value of its assets.

Market Risk. The market price of securities owned by a client may go up or down, sometimes rapidly or unpredictably. Securities may decline in value due to factors affecting securities or credit markets generally or particular industries represented in the securities markets. The value of a security may decline due to general market conditions which are not specifically related to a particular company, such as real or perceived adverse economic conditions, changes in the general outlook for corporate earnings, changes in interest or currency rates or adverse investor sentiment generally. The value of a security may also decline due to factors which affect a particular industry or industries, such as labor shortages or increased production costs and competitive conditions within an industry.

Mortgage-Related Securities Risk. Mortgage-related securities often involve risks that are different from or more acute than risks associated with other types of debt instruments. Generally, rising interest rates tend to extend the duration of fixed rate mortgage-related securities, making them more sensitive to changes in interest rates. As a result, in a period of rising interest rates, if a client holds mortgage-related securities, it may exhibit additional volatility. In addition, adjustable and fixed rate mortgage-related securities are subject to prepayment risk. When interest rates decline, borrowers may pay off their mortgages sooner than expected. This can reduce the returns of a client's account because the account may have to reinvest that money at the lower prevailing interest rates.

ETF Risks. Investments in exchange-traded funds ("ETFs") entail certain risks. In particular, investments in passive ETFs involve the risk that the ETF's performance may not track the performance of the index the ETF is designed to track. Unlike the index, an ETF incurs advisory and administrative expenses and transaction costs in trading securities. In addition, the timing and magnitude of cash inflows and outflows from and to investors buying and redeeming shares in the ETF could create cash balances that cause the ETF's performance to deviate from the index. Performance of an ETF and the index it is designed to track also may diverge because the composition of the index and the securities held by the ETF may occasionally differ.

Disciplinary Information

Neither Clearwater nor any of its employees have any disciplinary or legal events to disclose.

Other Financial Industry Activities and Affiliations

Clearwater Advisors has a licensing agreement with Clearwater Analytics. Clearwater Analytics operates separately from Clearwater Advisors, providing clients of Clearwater Advisors and other clients daily compliance, risk, accounting, and performance reports. For certain existing clients of Clearwater Advisors, an arrangement has been made in the past with Clearwater Analytics whereby Clearwater Advisors has covered the cost of these services with regard to assets it manages on behalf of a client as well as for a certain amount of the client's externally managed assets. In some cases, where a client's externally managed assets exceed a certain threshold, Clearwater Advisors, as disclosed to the client, has retained a portion of the fees paid by the client for the reporting services provided by Clearwater Analytics on these additional assets. However, since Clearwater Advisors is covering the cost of these services up to this threshold, including assets where Clearwater Advisors is not earning any advisory fee, Clearwater Advisors does not believe that this type of fee arrangement represents a conflict of interest.

Clearwater Analytics is also a client of Clearwater Advisors, which could be a conflict of interest as Clearwater Advisors may have an incentive to favor Clearwater Analytics over other clients in order to obtain more favorable terms with regard to its licensing agreement with the service provider. This potential conflict of interest is mitigated, however, by the fact that Clearwater Advisors has policies and procedures in place to ensure that, pursuant to the firm's fiduciary duty, all clients are treated fairly and equitably and no single client is favored over another client.

Code of Ethics, Participation or Interest in Client Transactions and Personal Trading

Code of Ethics and Personal Trading

Clearwater employees are required to indicate their acknowledgement and compliance with the Code of Ethics upon hire and on an annual basis. The firm's Code of Ethics outlines and discusses the following topics:

- Business and Accounting Principles
- Conflicts of Interest
- Personal Securities Holdings Disclosure Procedures
- Insider Trading

- Confidential Information
- Competition, Solicitation and Interference
- Payments to Governmental Officials or Employees
- Foreign Transactions and Payments
- Monitoring of Compliance
- Severability and Judicial Modification

The Code of Ethics requires employees to submit quarterly reports detailing their transactions in certain Reportable Securities, defined by the Code of Ethics. Additionally, the Compliance Department maintains a Restricted Trading List and Blacklist that include the names of companies about which Clearwater has, or is likely to have, material and non-public information.

Employees are required to request permission from the Compliance Department prior to purchasing or selling any Reportable Security listed on the Restricted Trading List. The Compliance Department reviews these reports for suspicious trading activity and compliance with the Restricted Trading List and Blacklist policies. Clearwater's Code of Ethics is available for review by its clients upon request.

Conflicts of Interest

Clearwater endeavors to minimize potential conflicts of interest at all times. Clearwater does not recommend securities to clients or purchase or sell securities for client accounts in which Clearwater or any related companies have a material financial interest. Clearwater may from time to time invest funds of the company, affiliates, principals, or employees ("Proprietary Funds") in securities or investment strategies similar to those employed on behalf of clients. Proprietary Funds will not receive preference over client funds at any time. All transactions involving Proprietary Funds will be executed simultaneously or subsequent to similar transactions for clients. In the event of any potential conflict of interest, client accounts will receive preference over proprietary accounts. All proprietary trading is monitored by two or more principals or officers to ensure compliance with this policy.

Brokerage Practices

Clients delegate authority to Clearwater to designate the broker-dealers who purchase and sell within Clearwater-managed accounts. When seeking to effect a transaction on behalf of a client, Clearwater generally seeks the most favorable bid or offer available in the market from an approved list of broker-dealers. Clearwater favors broker-dealers who exhibit the ability to effect trades that most closely conform to the firm's price expectations. Clearwater also takes into account factors such as the broker-dealer's access to the primary market, the ability to effect specific trades, the size and breadth of inventory, and clearance and settlement capability. Portfolio managers do not use the firm or any affiliates as brokers to execute transactions for the accounts.

While Clearwater does not have any soft dollar arrangements, the firm does receive proprietary research from broker-dealers that effect securities transactions on behalf of advisory clients. Such research is not a significant factor with respect to the selection of broker-dealers.

Clearwater does not accept any additional services or benefits in exchange for its brokerage selection including client referrals.

Clearwater may accept instructions from clients to direct their brokerage transactions to a specific broker-dealer. A client, for example, may have a pre-existing relationship with the broker-dealer. In cases where directed brokerage is permitted, Clearwater will review whether the directed broker-dealer is providing competitive and high-quality brokerage execution services.

Trade Aggregation

At times, a portfolio manager may determine that it would be both desirable and suitable to purchase or sell a particular security for more than one of the portfolio manager's clients and there is a limited supply or demand for the security. Under such circumstance, Clearwater's policies allow the portfolio managers to aggregate or bunch orders on behalf of two or more clients ("Trade Aggregation"). Any Trade Aggregation is only permissible to achieve best execution and efficiency based on the commonality of the clients' investment objectives. If an order is only partially filled, it is generally allocated on a pro rata basis based on the original Trade Aggregation plan. If the portfolio manager determines in good faith that it is in the best interests of the clients to allocate the order in a way other than on a pro rata basis, the portfolio manager must make a written record of the reasoning behind the final allocation and notify the Compliance Department.

Review of Accounts

Periodic Reviews with Portfolio Managers

Nearly all accounts are reviewed internally by the portfolio management team on a daily basis. Accounts are formally reviewed with clients as appropriate to ensure that investments continue to be appropriate for clients' particular investment guidelines. A significant change in the markets or a particular security held by a client may trigger additional review of client portfolios with the clients. Clients may also request a review with the portfolio manager at any time.

Daily Online Reporting

Clients have access to daily accounting, compliance, performance, and risk reports on a secure, password-protected website provided by Clearwater Analytics. Static monthly reports are also available on the website on the first business day following the end of each month.

Client Referrals and Other Compensation

Clearwater does not receive any economic benefits from any non-client for providing investment advice or other advisory services to its clients.

Neither Clearwater, nor any related company, directly or indirectly compensates any person who is not an employee for client referrals.

Custody

Clients are responsible for selecting their own custodian. Clearwater has limited custody only in cases where the client requests Clearwater deduct fees directly from the investment accounts.

Clients should compare any account statements received from Clearwater Advisors or Clearwater Analytics with the statements received from the qualified custodian.

Investment Discretion

Clearwater has discretionary trading authority over clients' accounts subject to occasional restrictions imposed by clients on a case-by-case basis. Clearwater generally requires clients to provide an investment policy as the basis for creation and maintenance of its portfolio. Within the constraints of the client's investment policy, Clearwater's authority includes selecting the security types and amounts to be purchased or sold for a client's account, selecting the broker-dealers to be used for the purchase or sale of securities for a client's account, and selecting the commission rates to be paid to the broker-dealer for a client's securities transactions. However, unless otherwise authorized, Clearwater always obtains specific consent from clients before realizing a gain or loss in a client account. Before assuming discretionary authority over clients' accounts, Clearwater obtains an executed investment management agreement that includes language describing the discretionary authority.

Voting Client Securities

Clearwater's policy is to not vote proxies on behalf of its clients.

Financial Information

Clearwater is cash-flow positive and does not have any debt. Therefore, Clearwater does not have a current or reasonably likely financial condition that would impair its ability to meet contractual commitments to clients.

Brochure Supplement: Supervised Persons

Clearwater Advisors, LLC

Form ADV Brochure Supplement for Daniel Bates – Chief Executive Officer

Updated: February 24, 2020
101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222

This brochure supplement provides information about Daniel Bates that supplements the Clearwater Advisors brochure, which you should have received. If you did not receive a copy or if you have any questions about the contents of this supplement, please contact us at 208-433-1222. Additional information about Daniel Bates is available on the SEC's website at www.adviserinfo.sec.gov.

Educational Background and Business Experience

Dan joined Clearwater in April 2018 as the firm's Chief Executive Officer and a member of the Board of Directors.

Previously, from December 2012 to April 2018, Dan worked at Goldman Sachs as a Vice-President in Investment-Banking, doing M&A, leveraged finance, and capital markets transactions. From September 2008 to December 2012, he worked in Investment-Banking at Credit Suisse.

Dan holds a Bachelor of Science degree in Accounting from Brigham Young University.

Year of Birth: 1982

Disciplinary Information

Dan has no legal or disciplinary events to disclose.

Other Business Activities

None.

Additional Compensation

Dan does not receive any economic benefits from any non-client for providing investment advice or other advisory services to Clearwater's clients.

Supervision

Clearwater has a formal Compliance Program and Code of Ethics designed to prevent violations of government regulations and ethical principles. The Chief Compliance Officer oversees the enforcement of the Compliance Program and Code of Ethics through regular communication with employees as well as an annual review. The Compliance Program includes provisions and guidance concerning fiduciary duties, conflicts of interest and portfolio management and trading practices.

Dan is supervised by Hayley Nelson, Chief Compliance Officer. Hayley may be reached at hnelson@clearwateradvisors.com.

Clearwater Advisors, LLC

Form ADV Brochure Supplement for Rhet Hulbert – Portfolio Manager

Updated: February 24, 2020
101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222

This brochure supplement provides information about Rhet Hulbert that supplements the Clearwater Advisors brochure, which you should have received. If you did not receive a copy or if you have any questions about the contents of this supplement, please contact us at 208-433-1222. Additional information about Rhet Hulbert is available on the SEC's website at www.adviserinfo.sec.gov.

Educational Background and Business Experience

Rhet joined the portfolio management team in 2006 and has spent most of his time specializing in portfolios with durations less than one year.

Rhet's work with Clearwater began in 2003. He helped design, build and improve the Clearwater Analytics System, specializing in data quality and custom report building. Rhet brings a strong analytical and technical background to the portfolio management team which enables him to provide the team with operational efficiencies, including the development of proprietary portfolio management tools.

Rhet graduated Cum Laude and holds a Bachelor of Business Administration in Computer Information Systems from Boise State University.

Year of Birth: 1977

Disciplinary Information

Rhet has no legal or disciplinary events to disclose.

Other Business Activities

None.

Additional Compensation

Rhet does not receive any economic benefits from any non-client for providing investment advice or other advisory services to Clearwater's clients.

Supervision

Clearwater has a formal Compliance Program and Code of Ethics designed to prevent violations of government regulations and ethical principles. The Chief Compliance Officer oversees the enforcement of the Compliance Program and Code of Ethics through regular communication with employees as well as an annual review. The Compliance Program includes provisions and guidance concerning fiduciary duties, conflicts of interest and portfolio management and trading practices.

Rhet is supervised by Dan Bates, Chief Executive Officer. Dan may be reached at (208) 433-1222.

Clearwater Advisors, LLC

Form ADV Brochure Supplement for Garrett Cudahey – Portfolio Manager

Updated: February 5, 2024
101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222

This brochure supplement provides information about Garrett Cudahey that supplements the Clearwater Advisors brochure, which you should have received. If you did not receive a copy or if you have any questions about the contents of this supplement, please contact us at 208-433-1222. Additional information about Garrett Cudahey is available on the SEC's website at www.adviserinfo.sec.gov.

Educational Background and Business Experience

Garrett joined the portfolio management team in 2024 where he manages high-quality fixed income portfolios. Prior to joining Clearwater, Garrett was the Chief Investment Officer for Government Portfolio Advisors LLC from January 2020 until December of 2023. Before Government Portfolio Advisors, Garrett was a Fixed Income Investment Officer at the Oregon State Treasury from August 2012 until January of 2020.

Garrett holds a Bachelor of Science in Accounting and Finance from Oregon State University and a Master of Business Administration from Indiana University's Kelley School of Business. Garrett is a Chartered Financial Analyst (CFA), and Certified Public Accountant (CPA), a Chartered Alternative Investment Analyst (CAIA) and holds a Series 65 license.

Year of Birth: 1981

Disciplinary Information

Garrett has no legal or disciplinary events to disclose.

Other Business Activities

None.

Additional Compensation

Garrett does not receive any economic benefits from any non-client for providing investment advice or other advisory services to Clearwater's clients.

Supervision

Clearwater has a formal Compliance Program and Code of Ethics designed to prevent violations of government regulations and ethical principles. The Chief Compliance Officer oversees the enforcement of the Compliance Program and Code of Ethics through regular communication with employees as well as an annual review. The Compliance Program includes provisions and guidance concerning fiduciary duties, conflicts of interest and portfolio management and trading practices.

Garrett is supervised by Dan Bates, Chief Executive Officer. Dan may be reached at (208) 433-1222.

Clearwater Advisors, LLC

Form ADV Brochure Supplement for Richard Lin – Head of Research

Updated: February 24, 2020
101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222

This brochure supplement provides information about Richard Lin that supplements the Clearwater Advisors brochure, which you should have received. If you did not receive a copy or if you have any questions about the contents of this supplement, please contact us at 208-433-1222. Additional information about Richard Lin is available on the SEC's website at www.adviserinfo.sec.gov.

Educational Background and Business Experience

Richard joined Clearwater in October 2014 as a Credit Analyst.

Prior to joining Clearwater Advisors, he was a Manager with KPMG LLP working primarily on valuation, modeling, and regulation related to structured products. Prior to KPMG, he was a public finance consultant working with municipal bonds. Richard's expertise is in the valuation and analysis of fixed income issuers and securities.

Richard received an MBA from UCLA Anderson and a BA in Business Economics from UCLA and is a CFA Charterholder¹.

Year of Birth: 1982

Disciplinary Information

Richard has no legal or disciplinary events to disclose.

Other Business Activities

None.

Additional Compensation

Richard does not receive any economic benefits from any non-client for providing investment advice or other advisory services to Clearwater's clients.

Supervision

Clearwater has a formal Compliance Program and Code of Ethics designed to prevent violations of government regulations and ethical principles. The Chief Compliance Officer oversees the enforcement of the Compliance Program and Code of Ethics through regular communication with employees as well as an annual review. The Compliance Program includes provisions and guidance concerning fiduciary duties, conflicts of interest and portfolio management and trading practices.

Richard is supervised by Dan Bates, Chief Executive Officer. Dan may be reached at (208) 433-1222.

¹ CFA Charterholder Requirements: Four years qualified investment work experience, completion of the Chartered Financial Analyst (CFA) program, active membership in the CFA Institute, adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct on an annual basis, membership to a local CFA member society.

Clearwater Advisors, LLC

Form ADV Brochure Supplement for Dennis Klimes – SVP Institutional Sales

Updated: September 21, 2021
101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222

This brochure supplement provides information about Dennis Klimes that supplements the Clearwater Advisors brochure, which you should have received. If you did not receive a copy or if you have any questions about the contents of this supplement, please contact us at 208-433-1222. Additional information about Dennis Klimes is available on the SEC's website at www.adviserinfo.sec.gov.

Educational Background and Business Experience

Dennis joined Clearwater in September 2021 as Senior Vice President of Institutional Sales.

Dennis worked for Merrill Lynch from July 2020 through September 2021 as a Financial Advisor and Portfolio Manager. He was responsible for business development of institutional outsourced Chief Investment Office consulting and multi-asset wealth management. In 2015, he joined Prime Advisors, Inc. a fixed Income asset manager with \$18 billion under management. As a member of the executive leadership team, he was an SVP - Director of Business Development & Sales. Dennis managed the execution of all external marketing and institutional prospect development through strategic sales campaigns focused primarily on insurance company investment portfolios. Dennis had a 20- year span working for legacy Morgan Stanley companies managing an institutional fixed income sales team. Through his tenure at Morgan Stanley, he was a fixed income and foreign currency specialist managing multi-asset portfolios for both institutional and high net worth investors.

Dennis holds a Bachelor of Business Administration - International Business from Western Michigan University.

Year of Birth: 1960

Disciplinary Information

Dennis has no legal or disciplinary events to disclose.

Other Business Activities

None.

Additional Compensation

Dennis does not receive any economic benefits from any non-client for providing investment advice or other advisory services to Clearwater's clients.

Supervision

Clearwater has a formal Compliance Program and Code of Ethics designed to prevent violations of government regulations and ethical principles. The Chief Compliance Officer oversees the enforcement of the Compliance Program and Code of Ethics through regular communication with employees as well as an annual review. The Compliance Program includes provisions and guidance concerning fiduciary duties, conflicts of interest and portfolio management and trading practices.

Dennis is supervised by Dan Bates, Chief Executive Officer. Dan may be reached at (208) 433-1222.

Clearwater Advisors, LLC

Form ADV Brochure Supplement for Brandon Beall – Portfolio Manager

Updated: March 7, 2024
101 S. Capitol Blvd, Suite 1201
Boise, Idaho 83702
Phone: 208.433.1222

This brochure supplement provides information about Brandon Beall that supplements the Clearwater Advisors brochure, which you should have received. If you did not receive a copy or if you have any questions about the contents of this supplement, please contact us at 208-433-1222. Additional information about Brandon Beall is available on the SEC's website at www.adviserinfo.sec.gov.

Educational Background and Business Experience

Brandon joined Clearwater in September 2021 as an Investment Analyst and became a Portfolio Manager in July 2023.

Brandon worked for Regions Bank from 2015 through 2017 as a public policy analyst, where he covered banking and consumer credit public and regulatory policy. He then worked for the U.S. Committee on Banking, Housing, and Urban Affairs from 2017 through 2020 as a professional staff member, where he was responsible for public and regulatory policy pertaining to financial institutions, consumer credit, economic stabilization, and monetary policy. He then worked for the U.S. Committee on Finance in 2021, where he was responsible for public policy issues pertaining to the U.S. Treasury Department and domestic tax.

Brandon holds Bachelor of Science degrees in Finance and Accounting from Oregon State University and is a CFA Charterholder².

Year of Birth: 1989

Disciplinary Information

Brandon has no legal or disciplinary events to disclose.

Other Business Activities

None.

Additional Compensation

Brandon does not receive any economic benefits from any non-client for providing investment advice or other advisory services to Clearwater's clients.

Supervision

Clearwater has a formal Compliance Program and Code of Ethics designed to prevent violations of government regulations and ethical principles. The Chief Compliance Officer oversees the enforcement of the Compliance Program and Code of Ethics through regular communication with employees as well as an annual review. The Compliance Program includes provisions and guidance concerning fiduciary duties, conflicts of interest and portfolio management and trading practices.

Brandon is supervised by Rhet Hulbert, Portfolio Manager. Rhet may be reached at (208) 433-1222.

² CFA Charterholder Requirements: Four years qualified investment work experience, completion of the Chartered Financial Analyst (CFA) program, active membership in the CFA Institute, adherence to the CFA Institute Code of Ethics and Standards of Professional Conduct on an annual basis, membership to a local CFA member society.

**REGULAR CITY COUNCIL MEETING
AIRPORT LEASE TERMINATION,
AGREEMENT AND RESOLUTION
EXECUTIVE SUMMARY
SEPTEMBER 4, 2025**

The Airport is seeking approval of a termination of the lease agreement between the City and Petersen, Inc., dated August 25, 2010 and amended April 28, 2017, for approximately 12 acres of property upon which Petersen's owns and operates a light industrial manufacturing facility. Petersen, Inc. is selling the facility to Mr. Steve Petersen. Accordingly, approval of a lease agreement between the City and Mr. Petersen and adoption of the corresponding resolution is also requested. The lease with Mr. Petersen will be for a term of 30 years. Rental rate will be \$30,000 per year and will be increased annually according to the CPI with a full rate review in 2031 and every five years thereafter with a maximum increase of 5% plus CPI. As Mr. Petersen intends to lease the building to one or more tenants for light industrial/manufacturing use, the lease will allow for subleasing and assignment of the lease should Mr. Petersen sell the facility to one of his tenants.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: August 29, 2025
RE: Petersen Inc. Lease Termination, Steve Petersen Ground Lease and Resolution

I have reviewed the Petersen Inc. ground lease termination, ground lease with Steve Petersen, and the accompanying resolution. This termination will allow a new ground lease to be entered into with Steve Petersen to effectuate the sale of Petersen Inc.'s facility to him. I have no legal concerns with Council approving and authorizing the Mayor to sign the termination of the Petersen Inc. ground lease, approving Steve Petersen's ground lease, and adopting its accompanying resolution.

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

TERMINATION OF GROUND LEASE AGREEMENT

THIS TERMINATION OF GROUND LEASE AGREEMENT is entered into this _____ day of _____, 2025, by and between the CITY OF POCA TELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and PETERSEN INCORPORATED, a corporation of Utah, hereinafter referred to as "LESSEE;"

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement, hereinafter referred to as "Agreement", on August 25, 2010, for the lease of certain lands at the Pocatello Regional Airport, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein, for the primary purpose of operating a light industrial manufacturing facility; and

WHEREAS, Lessee desires to sell the existing facility located on the subject property to another party and to terminate the Agreement with Lessor; and

WHEREAS, Lessor agrees to the termination of the Agreement with Lessee so an agreement may be entered into with the new owner of the facility.

NOW, THEREFORE, the parties agree as follows:

1. That both parties agree that there are no defaults or deficiencies in performance on the part of the other regarding the terms and conditions of the Agreement and that neither party has any further right or obligation due the other in regard to the Agreement or to the premises leased thereunder, and hereby release each other from any further obligation.

2. That the Agreement dated August 25, 2010, by and between the City of Pocatello and Petersen Incorporated, is hereby terminated, effective November 1, 2025.

3. Lessee acknowledges Lessee has the opportunity to remove any personal property belonging to Lessee prior to the termination date, and that any personal property remaining on the leased premises after the aforementioned date does not belong to Lessee.

DATED this ____ day of _____, 2025.

LESSOR:

CITY OF POCA TELLO

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

LESSEE:

PETERSEN INCORPORATED, a
corporation of Utah

MIKE GRIFFITH, President

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 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: _____

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 Robert Pearson, known to me to be President of Petersen Incorporated, a corporation of Utah, and acknowledged to me that s/he executed the foregoing instrument for and on behalf of said company, and acknowledged to me that s/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: _____

EXHIBIT A

A 12.0 ACRE RECTANGULAR SHAPED PARCEL OF LAND LOCATED AT THE POCATELLO REGIONAL AIRPORT, LOCATED IN SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST COMER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN BEING MARKED BY A 3/4" IRON ROD AND DESCRIBED IN CORNER PERPETUATION AND FILING RECORD, INSTRUMENT 174630, OF THE RECORDS OF POWER COUNTY;

THENCE NORTH 00°08' 14" EAST, ALONG THE EAST LINE OF SECTION 10 (BASIS OF BEARING PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) A DISTANCE OF 53.70 FEET, TO A POINT ON SAID SECTION LINE, WHICH BEARS SOUTH 00°08'14" WEST A DISTANCE OF 5238.29 FEET FROM THE SOUTHEAST CORNER OF SECTION 10, MARKED BY A 2 ½" ALUMINUM CAP AFFIXED TO A 7 /8" DIA. ROD, AND DESCRIBED IN CORNER PERPETUATION AND FILING RECORD, INSTRUMENT 208592, OF THE RECORDS OF POWER COUNTY;

THENCE NORTH 89°51 '46" WEST, LEAVING SAID EAST LINE, A DISTANCE OF 240.88 FEET;

THENCE NORTH 44°44'43" WEST A DISTANCE OF 570.44 FEET TO,

THE TRUE POINT OF BEGINNING;

THENCE NORTH 44°44'43" WEST, A DISTANCE OF 570.44 FEET TO A POINT WHICH IS SOUTH 44°44'43" EAST 2415.01 FEET FROM THE CENTERLINE OF RUNWAY 3/21 AND SOUTH 45°15'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 2862.71 FEET, FROM THE INTERSECTION OF RUNWAYS 3/21 AND 7/25;

THENCE NORTH 45°15' 17" EAST, PARALLEL WITH THE CENTERLINE OF RUNWAY 3/21, A DISTANCE OF 916.35 FEET;

THENCE SOUTH 44°44'43" EAST, A DISTANCE OF 570.44 FEET;

THENCE SOUTH 45°15'17" WEST, PARALLEL WITH THE CENTERLINE OF RUNWAY 3/21, A DISTANCE OF 916.35 FEET, **TO THE TRUE POINT OF BEGINNING.**

COMPRISING 12.0 ACRES, MORE OR LESS.

LEASE AGREEMENT

THIS AGREEMENT, is 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 STEVE PETERSEN, 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, Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purposes of operating a light industrial manufacturing facility.

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 approximately twelve (12) acres of real property more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein, upon the terms and conditions hereinafter set forth.

II. TERM

The term for this Agreement shall be for thirty (30) years, commencing on November 1, 2025, and terminating on October 31, 2055, unless sooner terminated by Lessee or by Lessor as set forth in Section XIV.

III. PURPOSE

Lessee may use the leased premises for the operation of a light industrial manufacturing facility and all related uses, and for no other purposes without the expressed written authorization

of the Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. 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 may lease the facility or portions thereof to one or more tenants during the term of this Agreement, notwithstanding the terms of Section IX. All prospective tenants shall be approved by the airport manager designated by Lessor from time to time (the "Airport Manager"), which approval shall not be unreasonably withheld, conditioned, or delayed, and only to ensure compliance with applicable zoning, master plan, or any other use regulations.

Lessee shall use commercially reasonable efforts to begin operations no later than November 1, 2027, unless otherwise agreed upon in writing by both parties. If Lessee fails to commence operations of said facility by the aforementioned date, Lessee shall be subject to the provisions set out in Sections XIV and XV herein.

IV. RENTAL

For the first year of this Agreement, commencing on November 1, 2025 and terminating on October 31, 2026, Lessee shall pay the annual rental sum of Thirty Thousand Dollars (\$30,000.00), which sum is payable on or before November 7, 2025. For each succeeding year thereafter, the annual rental rate will increase by an amount equal to the increase in the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed in 2031, based on a current airport appraisal or airport rental rate comparison, then once every five (5) years thereafter. Any increase resulting from such reassessment shall not exceed five percent (5.0%) plus the CPI rate of the prior year's rental rate. Written notice of the reassessed rate shall be provided to Lessee no less than ninety (90) days prior to the effective date, and any disagreement regarding the reassessed rate shall be subject to arbitration. For each succeeding rental period, the

rental payment shall be made on or before the 7th day of November 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 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 aforescribed premises and accepts the same in "as is" condition. 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 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 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 located entirely within the leased premises shall be maintained by Lessee at Lessee's expense. For the avoidance of doubt, Lessee shall have no responsibility for the maintenance or repair of Fortress Road, Boeing Road, or Bell Road, or any other roads that are not located within the leased premises. Lessor shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time. Lessee shall not be permitted to alter the leased premises without express written authorization from the Airport Manager.

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. Lessor shall reasonably cooperate with and assist Lessee in coordinating the provision and transfer of utility services to Lessee's name, including but not limited to providing necessary access, documentation, or approvals required by utility providers.

IX. 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. If Lessee desires to assign, transfer, or encumber any of the rights in or to this Agreement or any interest herein to a prospective sublessee or assignee, Lessee must submit a written request with applicable information to Lessor at least sixty (60) days prior to intended assignment to approve or deny said assignment. Lessor shall not unreasonably withhold, condition, or delay its consent to any such sublease or assignment. No sublease or assignment shall release the Lessee from its obligations under this Agreement. Additionally, any approved sublessee or assignee shall be subject to the terms and conditions of this Agreement.

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, 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 Agreement, or the use in common with others of the Pocatello Regional Airport, except to the extent such claims or causes of action arise from the negligence or willful misconduct of Lessor, its agents, employees, or public officials.

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 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 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, that 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. 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 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 as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.]

XIV. 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 in all material respects, 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 in all material respects 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. Cessation of operations by Lessee for a period of ninety (90) consecutive days or longer, without prior written consent from Lessor or reasonable justification as provided herein, shall constitute default. Cessation of operations shall include, but not be limited to, the act of, or notice of the intent to abandon, discontinue, or stop Lessee's daily business. Temporary cessation due to renovations, repairs, or upgrades, events of force majeure, or other commercially reasonable circumstances shall not be deemed default. In the event Lessee ceases its operations on the premises for a period of Ninety (90) consecutive days without justification, Lessor may terminate this Agreement upon ten (10) days written notice to Lessee absent a satisfactory explanation or cure by Lessee.

B. Failure of Lessee to pay rent or any other charge within ten (10) days after receipt of written notice from Lessor shall constitute default.

C. 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 or B 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.

D. 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.

XVI. REMEDIES IN DEFAULT

In the event of default beyond any applicable notice and cure period, the Lessor, at its option, may terminate this Agreement by providing written notice to Lessee. In the event of a termination on default, Lessor shall be entitled to recover the actual and 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, provided that Lessor shall mitigate damages to the extent required by law.

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 Agreement and through and until the date on which Lessee vacates the leased premises, provided, however, that Lessee shall not be responsible for any pre-existing conditions or contamination caused by third parties not under Lessee's control.

Lessor hereby agrees to 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 Agreement, or which come onto the leased premises during the term of this Agreement 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, including contamination caused by prior tenants, off-site migration, or Lessor's own activities.

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 Agreement, hereafter located on the leased premises, and 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) 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, such consent shall not be unreasonably withheld, conditioned, or delayed.

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, assessment, or any substitute therefore on the demised premises and/or the leasehold interest, Lessee shall be responsible for such tax and shall pay it promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its 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, (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, 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, 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 lease 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. NO WAIVER. The failure by the Lessor to require strict performance of any condition of this Agreement 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 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. ENTIRE AGREEMENT. This Agreement 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.

H. JURISDICTION AND VENUE. Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

I. CORPORATE AUTHORITY. Any individual or individuals executing the within document on behalf of any corporation or limited liability company which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the authority, and that such authority was conferred by an act of the Board of Directors of the corporation or Members of the limited liability company, unless the binding of any such entity is within the power of the person or persons executing this document on such entity's behalf. In the event that the party or parties executing this document on behalf of any party hereto, do not have authority to so bind the entity for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

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 premises 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 without first obtaining Lessor's written consent to do so, which consent shall not be unreasonably withheld, conditioned, or delayed.

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

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
Attn: Airport Manager
P.O. Box 4169
Pocatello, ID 83205

LESSEE: Steve Petersen
2444 West Taylor
Farr West, UT 84404

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. ATTORNEY'S 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 POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

LESSEE:

STEVE PETERSEN

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 such 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 _____)
 :ss
County of _____)

On this ____ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Steve Petersen, known to me or proved to me to be the same and acknowledged to me that s/he executed the foregoing instrument.

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: _____

EXHIBIT A

A 12.0 ACRE RECTANGULAR SHAPED PARCEL OF LAND LOCATED AT THE POCATELLO REGIONAL AIRPORT, LOCATED IN SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 EAST, BOISE MERIDIAN, POWER COUNTY, IDAHO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE NORTH 44°44'43" WEST A DISTANCE OF 570.44 FEET TO,

THE TRUE POINT OF BEGINNING;

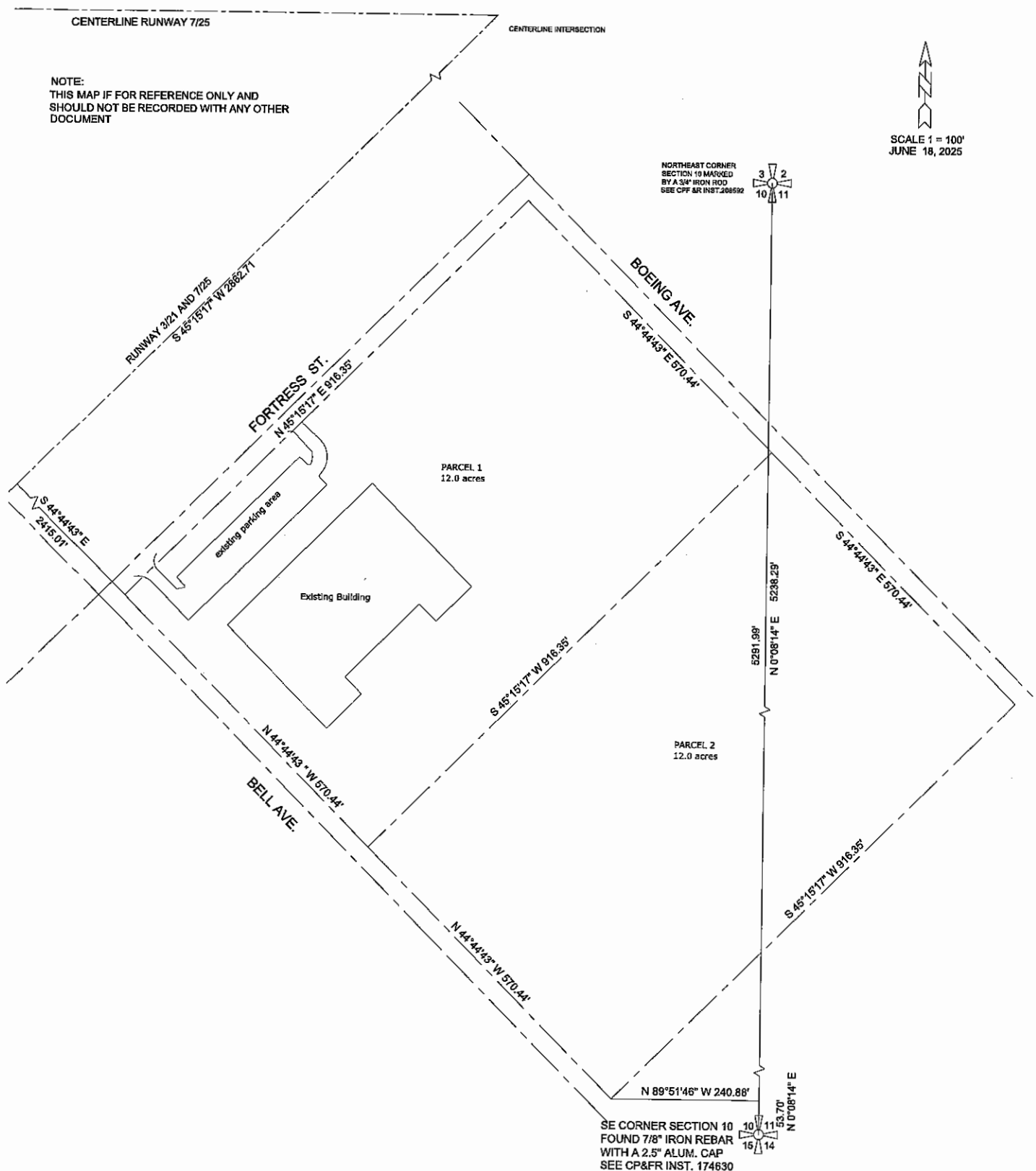
THENCE NORTH 44°44'43" WEST, A DISTANCE OF 570.44 FEET TO A POINT WHICH IS SOUTH 44°44'43" EAST 2415.01 FEET FROM THE CENTERLINE OF RUNWAY 3/21 AND SOUTH 45°15'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 2862.71 FEET, FROM THE INTERSECTION OF RUNWAYS 3/21 AND 7/25;

THENCE NORTH 45°15' 17" EAST, PARALLEL WITH THE CENTERLINE OF RUNWAY 3/21, A DISTANCE OF 916.35 FEET;

THENCE SOUTH 44°44'43" EAST, A DISTANCE OF 570.44 FEET;

THENCE SOUTH 45°15'17" WEST, PARALLEL WITH THE CENTERLINE OF RUNWAY 3/21, A DISTANCE OF 916.35 FEET, **TO THE TRUE POINT OF BEGINNING.**

COMPRISING 12.0 ACRES, MORE OR LESS.



**FORMER PETERSON PARCELS
POCATELLO REGIONAL AIRPORT
LOCATED IN
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM
POWER COUNTY, IDAHO**

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 STEVE PETERSEN, 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, Lessee desires to lease the hereinafter described land at the Pocatello Regional Airport for the purpose of operating a light industrial manufacturing facility; 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 _____, 2025.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

**HISTORIC DOWNTOWN POCATELLO URBAN RENEWAL AREA ELIGIBILITY REPORT
CITY COUNCIL APPROVAL BY RESOLUTION
EXECUTIVE SUMMARY
SEPTEMBER 4, 2025, COUNCIL MEETING**

The Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority (PDA) is requesting the City Council to consider Resolution No. 2025-5 approving the Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated August 1, 2025, and directing the PDA to proceed with the preparation of an urban renewal plan for the area.

In October 2023, the PDA authorized SB Friedman Development Advisors, LLC (SBF) to commence a preliminary eligibility study on several geographic areas within the City and extending to the City's area of City impact within unincorporated Bannock County. SBF presented its preliminary eligibility findings on each geographic area to the PDA Board of Commissioners (the "Board") on April 17, 2024. In 2025, SBF was directed to proceed with study and planning efforts related to the Old Town Area, now known as the Historic Downtown Pocatello Area, and preparation of an eligibility report of an area approximately 352 acres in size (including public rights-of-way). The area is roughly bounded by the Portneuf River to the north and south, Johnson Avenue to the west, and the Union Pacific Railroad to the east, and is commonly referred to as the Historic Downtown Pocatello Area (the "Study Area").

The completed Eligibility Report is attached to the City Council Resolution and provides information supporting findings of deterioration meeting the requirements in Chapters 20 and 29, Title 50, Idaho Code to determine whether an area is eligible for creating an urban renewal project.

The Eligibility Report identifies that 2 of the 9 criteria outlined in the Idaho Code are met in the Study Area. Based upon SBF review of the data and the conditions that exist within the Study Area, the Historic Downtown Pocatello Urban Renewal Area is eligible for the establishment of an urban renewal plan and revenue allocation area. The PDA Board has accepted the Eligibility Report. The PDA recommends that the City Council approve the Eligibility Report and authorize the PDA to move forward with development of an Urban Renewal Plan for the Historic Downtown Pocatello Area.

Establishment of a new area follows specific steps in Idaho Code including drafting of the plan itself, review by the Planning and Zoning commission for concurrence with the comprehensive plan, formal adoption of the plan by the PDA board, communication with overlapping taxing districts, and ultimately formal adoption of an ordinance by the City Council following a noticed public hearing.

There are costs associated with the establishment of a new plan and urban renewal/revenue allocation area, which will be paid by the PDA.

RESOLUTION NO. 2025-

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF POCATELLO, IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY, AND WITHIN THE CITY'S AREA OF OPERATION, TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF POCATELLO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended and supplemented (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code as amended and supplemented (the "Act"), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the "Agency;"

WHEREAS, the City Council (the "City Council") of the city of Pocatello (the "City") found that deteriorating areas exist in the City, therefore, for the purposes of the Law, created an urban renewal agency pursuant to the Law, authorizing the Agency to transact business and exercise the powers granted by the Law and the Act upon making the findings of necessity required for creating the Agency;

WHEREAS, the Mayor has duly appointed the Board of Commissioners of the Agency, which appointment was confirmed by the City Council;

WHEREAS, the City Council, on June 22, 2006, after notice duly published, conducted a public hearing on the Naval Ordnance Plant Urban Renewal Plan (the "Naval Ordnance Plant Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2797 on June 22, 2006, approving the Naval Ordnance Plant Plan, making certain findings, and establishing the Naval Ordnance Plant revenue allocation area (the "Naval Ordnance Plant Project Area");

WHEREAS, the City Council, on April 19, 2007, after notice duly published, conducted a public hearing on the North Portneuf Urban Renewal Plan (the "North Portneuf Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2814 on April 19, 2007, approving the North Portneuf Plan, making certain findings, and establishing the North Portneuf revenue allocation area (the "North Portneuf Project Area");

WHEREAS, the City Council, on November 4, 2010, after notice duly published conducted

a public hearing on the Pocatello Regional Airport Urban Renewal Area Plan (the “Pocatello Regional Airport Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2889 on November 4, 2010, approving the Pocatello Regional Airport Plan, making certain findings, and establishing the Pocatello Regional Airport revenue allocation area (the “Pocatello Regional Airport Project Area”);

WHEREAS, the City Council, on May 2, 2019, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Northgate Urban Renewal Project (the “Northgate Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3026 on May 2, 2019, approving the Northgate Plan, making certain findings, and establishing the Northgate revenue allocation area (the “Northgate Project Area”);

WHEREAS, the above referenced existing urban renewal plans are collectively referred to as the “Existing Urban Renewal Plans” and their respective existing revenue allocation project areas are collectively referred to as the “Existing Project Areas;”

WHEREAS, it has become apparent that additional property located within the City may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

WHEREAS, in October 2023, the Agency authorized SB Friedman Development Advisors, LLC (SBF) to commence a preliminary eligibility study on several geographic areas within the City and extending to the City’s area of City impact within unincorporated Bannock County. SBF presented its preliminary eligibility findings on each geographic area to the Agency Board of Commissioners (the “Board”) on April 17, 2024. In 2025, SBF was directed to proceed with study and planning efforts related to the Old Town Area, now known as the Historic Downtown Pocatello Area, and preparation of an eligibility report of an area approximately 352 acres in size (including public rights-of-way). The area is roughly bounded by the Portneuf River to the north and south, Johnson Avenue to the west, and the Union Pacific Railroad to the east, and is commonly referred to as the Historic Downtown Pocatello Area (the “Study Area”);

WHEREAS, the Agency obtained the Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated August 1, 2025 (the “Report”), a copy of which is attached hereto as Exhibit A, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, several of the conditions necessary to be present in such an area are found in the Study Area, including:

- a. deterioration of site or other improvements; and

- b. diversity of ownership;

WHEREAS, the Study Area does not include open space/open land;

WHEREAS, the effects of the listed conditions cited in the constitute an economic or social liability, and are a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in Section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area does not include parcels subject to such consent;

WHEREAS, the Agency, on August 20, 2025, adopted Resolution No. 2025-_____ (a copy of which is attached hereto as Exhibit B and incorporated herein by this reference, without attachments thereto) accepting the Report and authorizing the Chair, Vice-Chair and Administrator of the Agency to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation provision as allowed by law;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the combined base assessment roll values for the Existing Project Areas and the proposed South 5th Corridor area do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified as the Study Area in the Report located in the city of Pocatello;

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

1. That the City Council acknowledges acceptance and receipt of the Report.

2. That the City Council finds and declares there are one or more areas within the City, which are deteriorating or deteriorated areas as defined by Idaho Code, Sections 50-2018(8), (9) and 50-2903(8).
3. That the City Council finds and declares that the Study Area identified in the Report, attached hereto as **Exhibit A** and made a part hereof by reference, is a deteriorated area and/or a deteriorating area existing in the City and the City's area of operation, as defined in Title 50, Chapters 20 and 29, Idaho Code, as amended, and qualifies for an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project.
4. That the City Council finds and declares there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of Title 50, Chapters 20 and 29, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan.
5. That the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary and in the interest of the public health, safety, and welfare of the residents of the City.
6. Based on the Report, the City Council makes the findings that:
 - a. The Study Area identified in the Report is determined to be a deteriorating area as defined by Idaho Code, Section 50-2018(9) and 50-2903(8) and/or a deteriorated area as defined by Idaho Code, Section 50-2018(8) and 50-2903(8);
 - b. The Study Area identified in the Report is determined to be appropriate for an urban renewal project.
7. That the City Council hereby directs the Agency to commence the preparation of an urban renewal plan for the Study Area described in the Report for consideration by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Title 50, Chapters 20 and 29, Idaho Code, as amended.
8. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this ____ day of September, 2025.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

Exhibit A

Historic Downtown Pocatello Urban Renewal
Area Eligibility Report, dated August 1, 2025



Source: Google

POCATELLO DEVELOPMENT AUTHORITY

Historic Downtown Pocatello Urban Renewal Area Eligibility Report

AUGUST 1, 2025



POCATELLO DEVELOPMENT AUTHORITY
HISTORIC DOWNTOWN POCATELLO
URBAN RENEWAL AREA
ELIGIBILITY REPORT

August 1, 2025

SB FRIEDMAN DEVELOPMENT ADVISORS, LLC
70 West Madison Street, Suite 3700, Chicago, IL 60602
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POCATELLO DEVELOPMENT AUTHORITY
Historic Downtown Pocatello Urban Renewal Area Eligibility Report

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1. Executive Summary

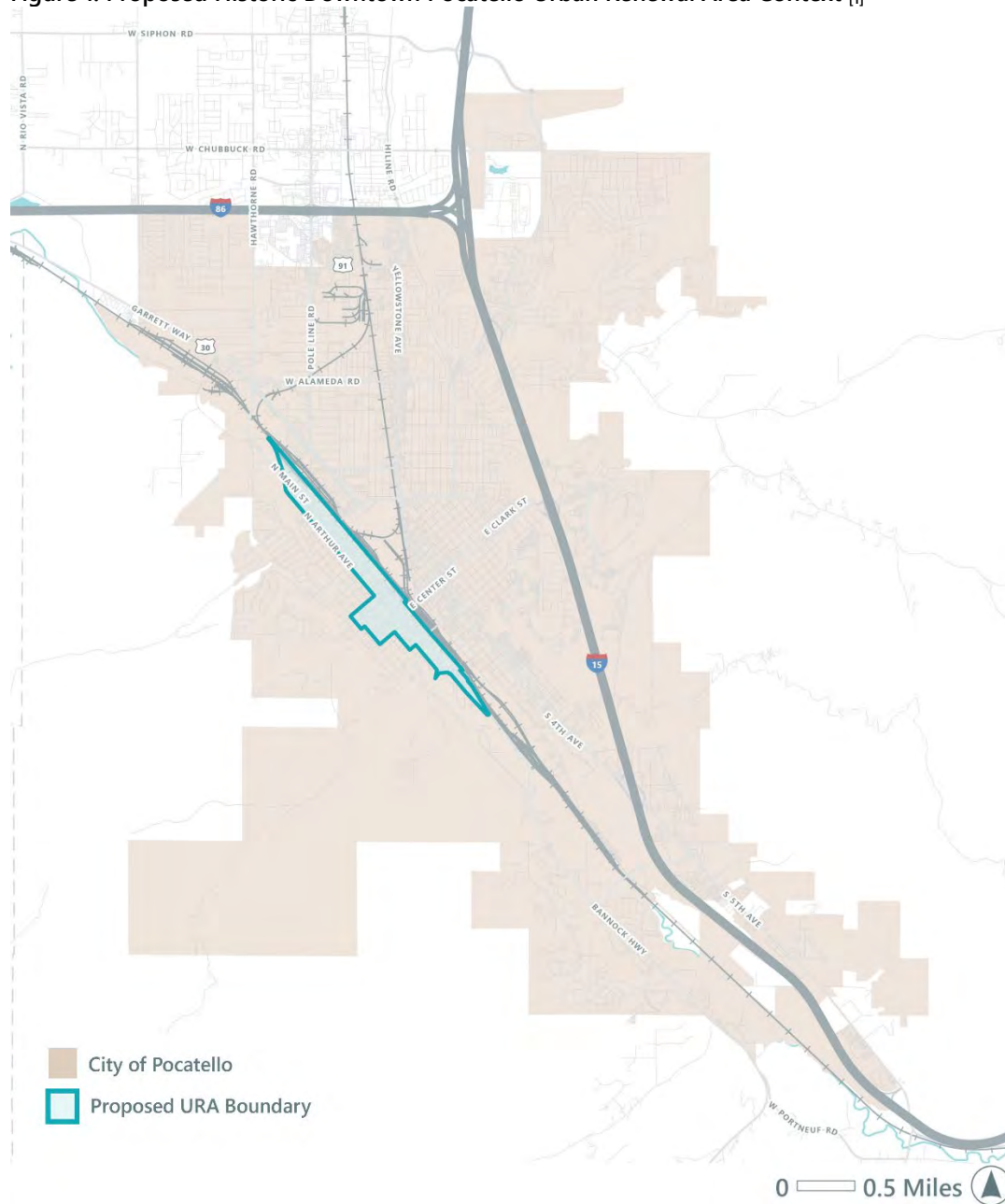
SB Friedman Development Advisors, LLC (SB Friedman) has prepared this Eligibility Report (the "Report") for the proposed Historic Downtown Pocatello Urban Renewal Area (the "Proposed URA") for the Urban Renewal Agency of the City of Pocatello, Idaho, also known as Pocatello Development Authority (PDA) pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, collectively the "Urban Renewal Law." A map of the Proposed URA in relation to the city of Pocatello is outlined in **Figure 1**.

The Urban Renewal Law provides for different eligibility factors and required findings and tests for improved land versus open land. It is our understanding that open land under the Urban Renewal Law means agricultural or forest lands and/or a predominately undeveloped, open area. The Proposed URA is composed entirely of improved land, including both developed and undeveloped parcels. Developed improved parcels have existing structures such as buildings or paved parking areas. Undeveloped improved parcels are associated with or accessory to an adjacent improved parcel such as side yards, parking areas, garages and access drives. Generally, undeveloped improved parcels are less than one acre, adjoin a right-of-way and/or have similar parcel shapes to neighboring parcels.

In addition to the parcels described above, there are parcels owned by public entities such as city, county, state and federal governments and their agencies or are privately owned rights-of-way, such as parcels owned by the Union Pacific Railroad. These parcels were included in the boundary of the Proposed URA, but are typically exempt or have de minimis taxable valuation and are likely to be owned by these entities in perpetuity as parks, preserves, rights-of-way and public offices. These parcels were included in the Proposed URA to allow for infrastructure investments or public improvements on or through these parcels that could benefit other areas. These parcels appear to effectively function as public space or rights-of-way. In addition, based on fieldwork and site analysis, we found that certain parcel-based eligibility factors would not be applicable to this portion of the Proposed URA.

Per the Urban Renewal Law, SB Friedman also reviewed the 2023 estimated base taxable value of the Proposed URA, together with the estimated base taxable value of existing and proposed revenue allocation areas, in comparison to the total taxable value of the city. SB Friedman confirmed the establishment of the Proposed URA would not result in the taxable values of all existing and proposed revenue allocation areas in the city exceeding 10% of the city's total taxable value.

Figure 1: Proposed Historic Downtown Pocatello Urban Renewal Area Context ^[1]



¹ Since SB Friedman’s eligibility analyses were completed, 2024 taxable values and parcel shapes have been released by Bannock County. Eligibility analyses in the Report reflect the 2023 parcel shapes and values, which were the most recent data available at the time that these analyses and fieldwork were completed. The total number of parcels within the Proposed URA has changed from 829 in 2023 to 832 in 2024 due to parcel subdivisions.

Source: Bannock County, City of Pocatello, Esri, SB Friedman

Summary Conclusion

This Report documents the conditions in the Proposed URA which support the finding that the Proposed URA is a deteriorating area.

SB Friedman found the following two criteria for a deteriorating area for improved land to be meaningfully present and reasonably distributed throughout the Proposed URA:

1. Deterioration of site or other improvements
2. Diversity of ownership

Furthermore, we find that the Proposed URA constitutes economic and social liabilities to the city. As a result, this Report concludes that the Proposed URA conforms with Idaho Code Title 50, Chapters 20 and 29, and meets all required tests, in addition to eligibility standards, for designation as an urban renewal area.

As part of the approval process for an urban renewal area, the City Council of the City of Pocatello (the "City Council") must make a finding that the Proposed URA is eligible for designation as an urban renewal area.

Upon adoption of a City Council resolution finding that the Proposed URA is a deteriorating area, the PDA will create an Urban Renewal Plan (the "Plan") for the Proposed URA. Following plan approval by the PDA, the Pocatello Planning and Zoning Commission (the "Commission") would review the Plan and decide on its conformance with the City of Pocatello's Comprehensive Plan. Following the finding by the Commission, City Council would then hold a public hearing prior to which all affected taxing entities can provide comment on the proposed Plan. The City Council then must elect to either approve the Plan and create a corresponding Revenue Allocation Area, by ordinance, or elect not to approve the proposed Plan for the Historic Downtown Pocatello URA.

2. Background

Introduction

The Proposed URA encompasses approximately 352 acres bounded roughly by the Portneuf River to the north and south, Johnson Avenue to the west, and the Union Pacific Railroad to the east. The Proposed URA contains entirely improved parcels. Approximately 39 acres of the Proposed URA are publicly owned by the City, Bannock County or state, or by private ownership as rights-of-way, such as by the Union Pacific Railroad. **Figure 2** illustrates the distribution of the Proposed URA's improved parcels and other land to which the parcel- and acreage-based eligibility factor analyses are not applicable. As of 2023, when initial eligibility analyses were conducted, the Proposed URA comprised 829 parcels. Of these 829 parcels, 63 parcels were either publicly or privately owned and functioned as rights-of-way (the "ROW Parcels"). The parcel-based eligibility analysis was not applicable to the ROW Parcels, bringing the number of improved parcels for eligibility analysis to 766 parcels. As of June 2025 and using 2024 tax parcels, parcel subdivisions within the Proposed URA made the total parcel count 832.

In 2023, the City adopted the Pocatello Comprehensive Plan 2040 (the "2040 Comp Plan") — a comprehensive plan to guide future development in the city. The 2040 Comp Plan identified the following goals, which would be supported by the establishment of the Proposed URA as an urban renewal area:

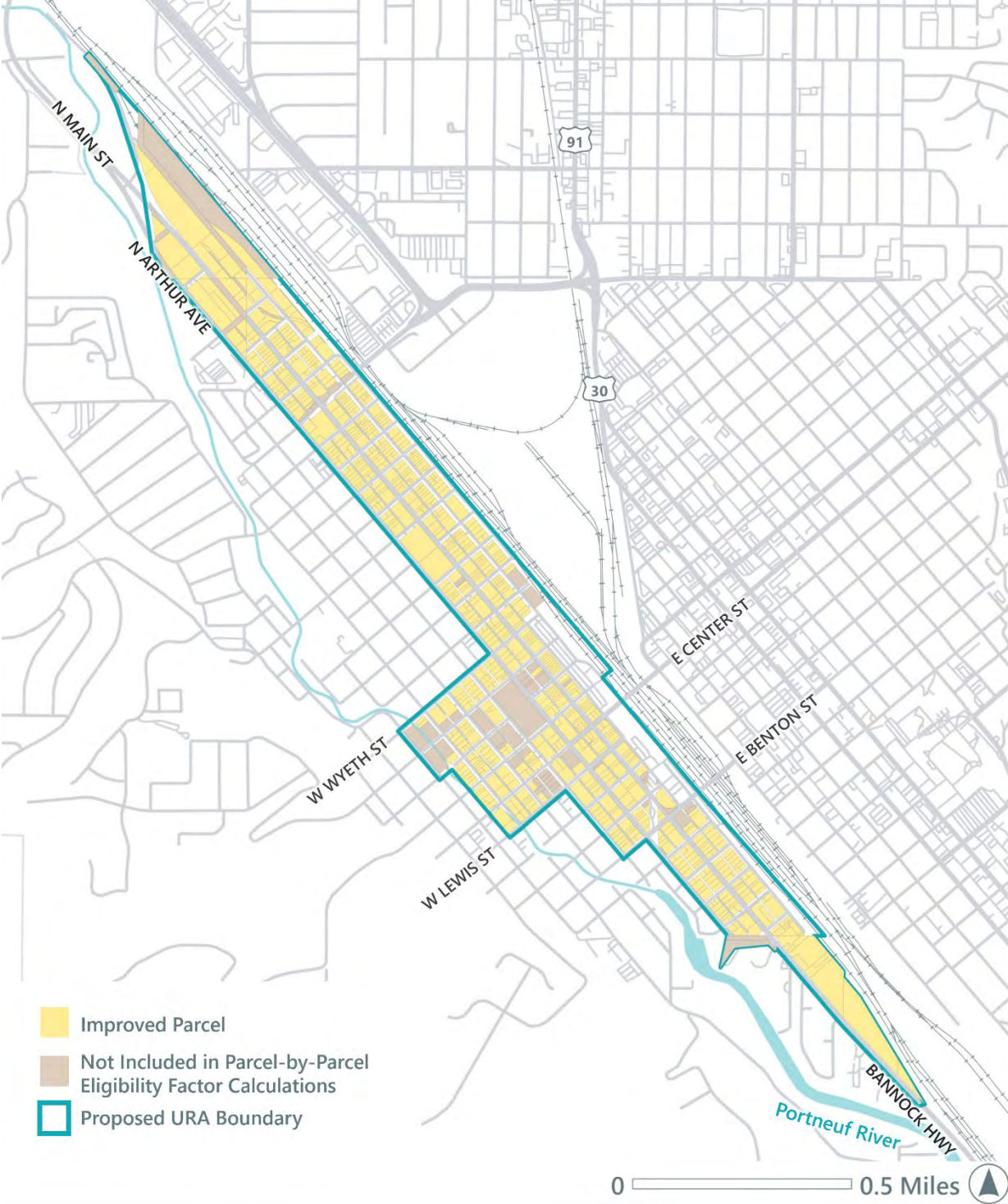
- Promote downtown Pocatello as the economic engine of the city;
- Support the vitality and creative spirit of downtown Pocatello as the heart of activity and gathering; and
- Create a business environment with a diverse economic base.

Reasons for Selection of the Proposed URA

The Proposed URA is of interest for establishment as an urban renewal area because of its central location and importance to the city as an economic engine, historic district and cultural hub. An urban renewal area could provide the funding required to maintain and improve the infrastructure serving downtown residents and businesses, which could help attract redevelopment on sites within the Proposed URA.

Additionally, an urban renewal area could support the implementation of the 2022 Downtown Development Plan (The "Downtown Plan"), whose planning area intersects the Proposed URA. The Downtown Plan provides recommendations and implementation strategies for future improvements that could benefit from the funds generated by an urban renewal area.

Figure 2: Proposed Historic Downtown Pocatello Urban Renewal Area



Source: Bannock County, City of Pocatello, Esri, SB Friedman

Current Land Use

The Proposed URA currently includes the following land uses:

- Residential
- Retail
- Office
- Industrial
- Institutional
- Right-of-Way
- Park/Recreational

10% Test

Per the Urban Renewal Law, SB Friedman also reviewed the 2023 estimated base taxable value of the Proposed URA, together with the estimated base taxable value of existing and proposed revenue allocation areas, in comparison to the total taxable value of the city. Taxable value information was provided by the Power County and Bannock County Assessor's Offices for each county's portion of the city of Pocatello and base taxable values of all existing and proposed revenue allocation areas located completely or partially within Pocatello. As of 2023, the combination of base taxable values for all existing revenue allocation areas plus the taxable value of the Proposed URA and the proposed South 5th URA parcels would total approximately 4.7% of the city's 2023 total taxable value. This calculation includes the following urban renewal areas:

- Naval Ordinance Urban Renewal Area
- North Portneuf Urban Renewal Area
- Pocatello Regional Airport Urban Renewal Area
- Northgate Urban Renewal Area [1]
- Proposed South 5th Urban Renewal Area

[1] Part of the Northgate Urban Renewal Area is located outside the city's corporate limits. SB Friedman's 10% Test calculation assumed the entire Northgate Urban Renewal Area base value was within the city of Pocatello and thus may slightly overstate the percentage of the city's total taxable value that is in an urban renewal area.

SB Friedman confirmed the establishment of the Proposed URA as an revenue allocation area would not result in the base values of all existing and proposed revenue allocation areas in the city exceeding 10% of the city's total taxable value.

3. Statutory Requirements

Improved land: Required Findings and Definition of Deteriorated / Deteriorating

Idaho Code Section 50-2008(a) states that “[an] urban renewal project for an urban renewal area shall not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area or a combination thereof and designated such area as appropriate for an urban renewal project.”

The Urban Renewal Law includes definitions for a deteriorated area or a deteriorating area. These definitions include lists of criteria, one or more of which must be met in an area for it to qualify for an urban renewal project. These criteria are in Idaho Code Sections 50-2018(8) and (9) and Section 50-2903(8) and are listed below.

1. Deteriorated Area

Idaho Code Section 50-2018(8) and Idaho Code Section 50-2903(8)(a) define a deteriorated area as an area in which there is a predominance of buildings or improvements, whether residential or non-residential, which by reasons of:

- a) Dilapidation;
- b) Deterioration;
- c) Age or obsolescence;
- d) Inadequate provision for ventilation, light, air, sanitation or open spaces;
- e) High density of population and overcrowding;
- f) Existence of conditions which endanger life or property by fire and other causes; or
- g) Any combination of such factors

is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency, or crime and is detrimental to the public health, safety, morals or welfare.

2. Deteriorating Area

Idaho Code Section 50-2018(9) and Idaho Code Section 50-2903(8)(b) define a deteriorating area as one, which by reason of:

- a) The presence of a substantial number of deteriorated or deteriorating structures;
- b) Predominance of defective or inadequate street layout;
- c) Faulty lot layout in relation to size, adequacy, accessibility or usefulness;
- d) Insanitary or unsafe conditions;
- e) Deterioration of site or other improvements;
- f) Diversity of ownership;
- g) Tax or special assessment delinquency exceeding the fair value of the land;
- h) Defective or unusual conditions of title;
- i) Existence of conditions which endanger life or property by fire and other causes; or

j) Any combination of such factors

results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare in its present condition and use.

4. Eligibility Findings

Parcel Classification within the Proposed URA

The Urban Renewal Law provides for different eligibility factors and required findings and tests for improved land versus open land. It is our understanding that open land under the Urban Renewal Law means agricultural or forest lands and/or a predominately undeveloped, open area. The Proposed URA is composed entirely of improved land, including both developed and undeveloped parcels. Developed improved parcels have existing structures such as buildings or paved parking areas. Undeveloped improved parcels are associated with or accessory to an adjacent improved parcel such as side yards, parking areas, garages and access drives. Generally, undeveloped improved parcels are less than one acre, adjoin a right-of-way and/or have similar parcel shapes to neighboring parcels.

In addition, there are parcels owned by public entities such as city, county, state and federal governments and their agencies or are privately owned rights-of-way, such as parcels owned by the Union Pacific Railroad. These parcels were included in the boundary of the Proposed URA, but are typically exempt or have de minimis taxable valuation and are likely to be owned by these entities in perpetuity as parks, preserves, rights-of-way and public offices. These parcels were included in the Proposed URA to allow for infrastructure investments or public improvements on or through these parcels that could benefit other areas. These parcels appear to effectively function as public space or rights-of-way. In addition, based on fieldwork and site analysis, we found that certain parcel-based eligibility factors would not be applicable to this portion of the Proposed URA.

Improved Land Eligibility Findings

The following is analysis of the 766 improved parcels in the Proposed URA considered to be improved land.

EVIDENCE OF A DETERIORATING AREA

The conditions of improved parcels in the Proposed URA support a deteriorating area eligibility finding. Of the nine eligibility factors for a deteriorating area, we have identified two factors to be meaningfully present and reasonably distributed within the Proposed URA, outlined below.

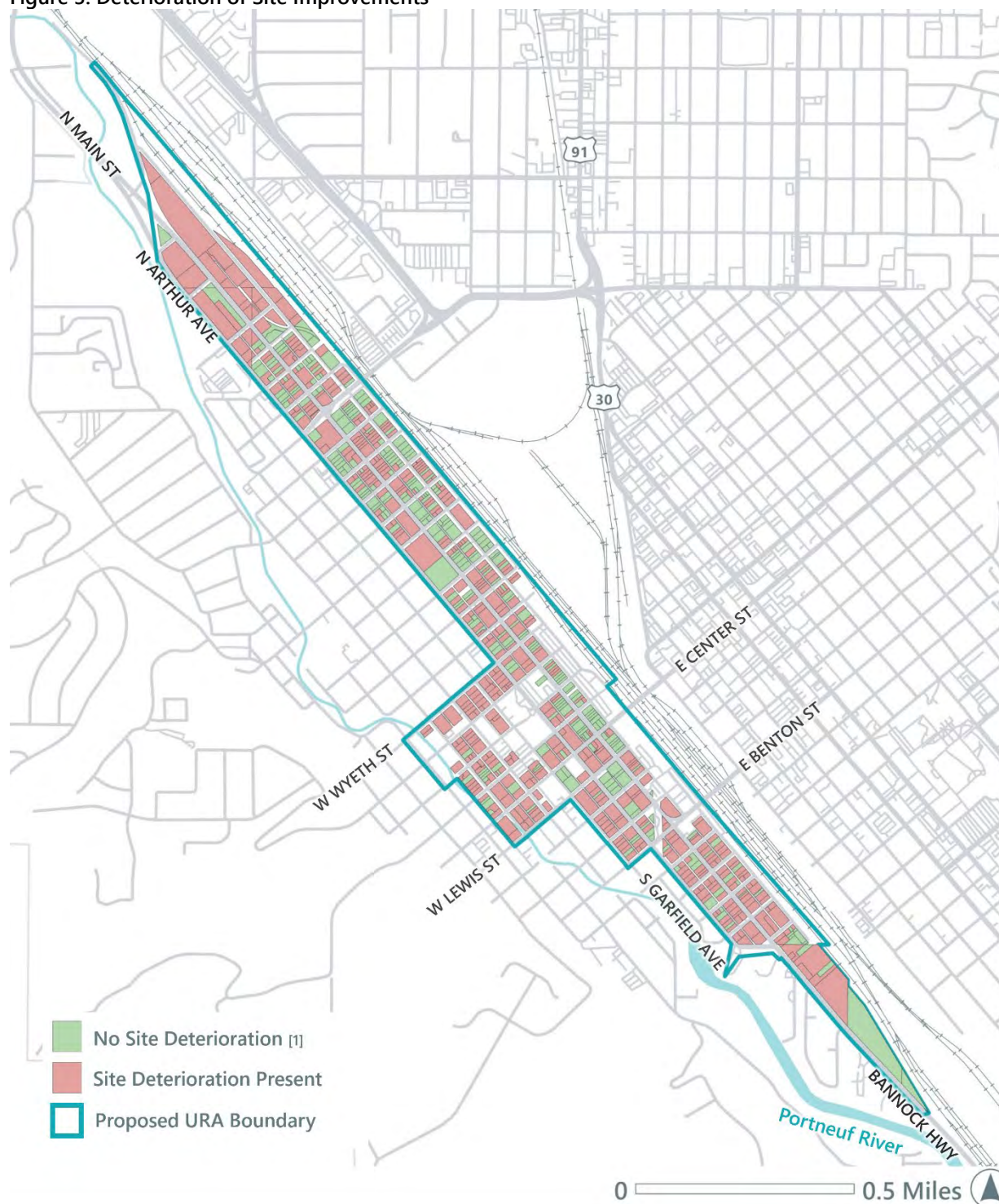
1. DETERIORATION OF SITE OR OTHER IMPROVEMENTS

Idaho Code Section 50-2903(8)(b) identifies the deterioration of site or other improvements as a factor indicating a deteriorating area for improved land.

SB Friedman conducted fieldwork in December 2023 to assess deterioration of site improvements on an acreage basis. The most common form of deterioration was on surface improvements, including streets, sidewalks and alleys. Catalogued deterioration included cracks in surface improvements, alligating of pavement, crumbling curbs, and damaged driveways.

SB Friedman observed deterioration of site improvements on parcels representing approximately 69% (118 out of 171 acres) of improved parcel acreage in the Proposed URA. **Figure 3** exhibits the geographic distribution of these parcels. This analysis was based on 2023 parcel shapes, the year for which most recent data was available. This factor was found to be both reasonably present and meaningfully distributed throughout the Proposed URA.

Figure 3: Deterioration of Site Improvements



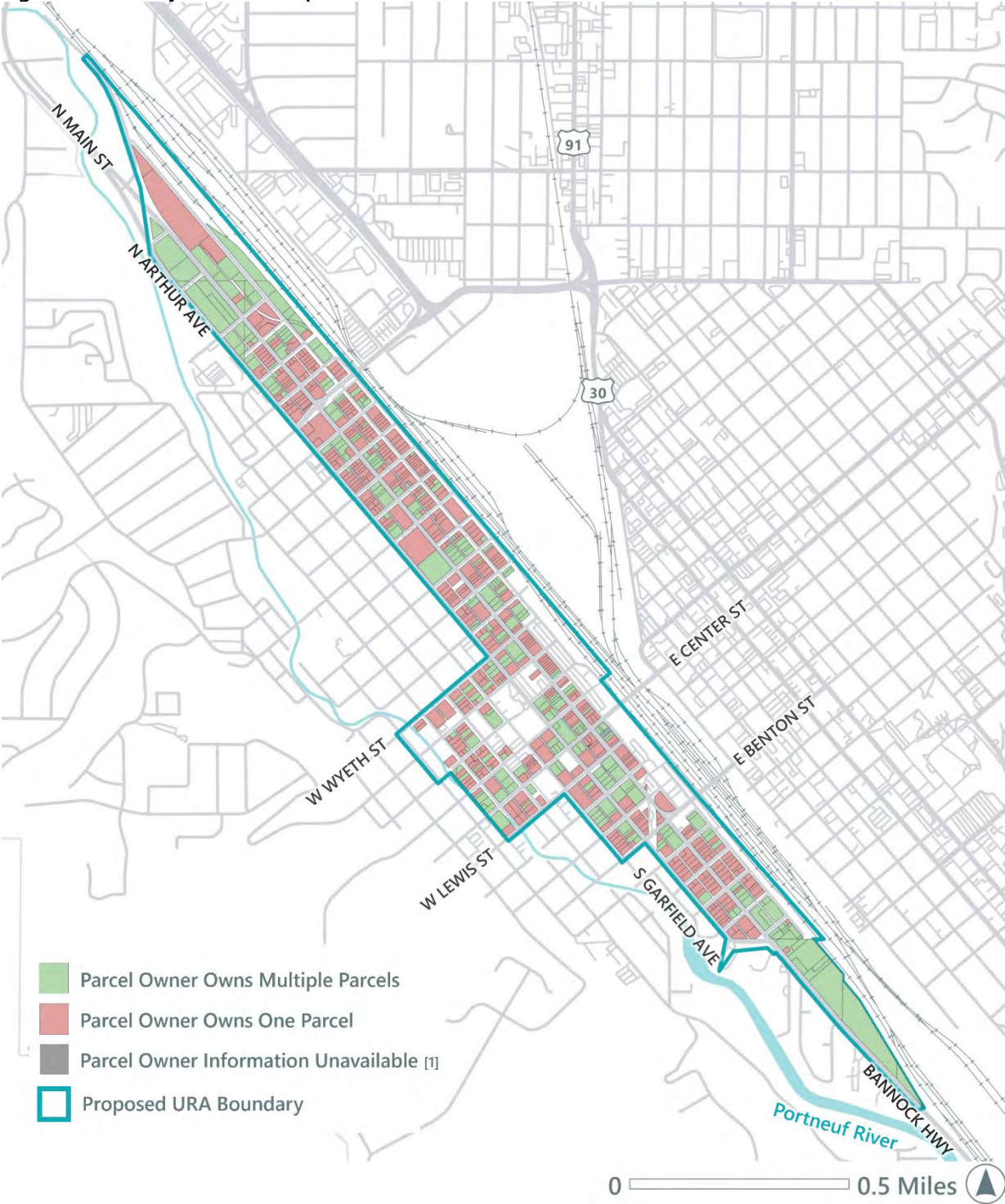
[1] Includes land where no site deterioration was observed, land was under construction during fieldwork, or no fieldwork data was collected.

Source: Bannock County, Esri, SB Friedman

2. DIVERSITY OF OWNERSHIP

Idaho Code Section 50-2903(8)(b) identifies diversity of ownership as a factor indicating a deteriorating area for improved land. SB Friedman reviewed the ownership of improved parcels as recorded in the Bannock County's Assessor's Office. SB Friedman found 591 unique owners of the 765 total improved parcels relevant for factor-based eligibility analysis that had ownership data available. This represents 77% of parcels having unique ownership. Of the unique parcel owners, 84% own only one parcel. Therefore, there are 497 improved parcels in the Proposed URA owned by single-parcel owners. **Figure 4** illustrates the geographic distribution of parcels owned by an entity that only owns one improved parcel within the Proposed URA. Furthermore, of the unique parcel owners, an additional 10% own only two parcels in the Proposed URA. Based on this analysis, SB Friedman found the diversity of ownership eligibility factor to be meaningfully present and reasonably distributed throughout the Proposed URA.

Figure 4. Diversity of Ownership



[1] Ownership information was unavailable for one parcel
Source: Bannock County, Esri, SB Friedman

Conclusions of Eligibility Findings

Two of the nine potential criteria for finding a deteriorating area for improved land were found to be reasonably present and meaningfully distributed within the Proposed URA:

1. Deterioration of site or other improvements
2. Diversity of ownership

However, in addition to the findings of one or more eligibility factors, Idaho Code Section 50-2903(8)(b) requires that the finding of a deteriorating area results in adverse consequences for the Proposed URA. The findings of adverse consequences will be addressed in the following section.

5. Other Required Findings and Tests

Economic Underutilization: Other Evidence of a Deteriorating Area

Urban Renewal Law requires that a two-part test be passed to establish eligibility. The first part requires the finding of at least one eligibility factor – of the nine possible – be present within the Proposed URA. As noted above, for a factor to be found present, SB Friedman requires it must be meaningfully present and reasonably distributed throughout the Proposed URA. The second requirement for determining eligibility is demonstrating the finding of a deteriorating area also “results in economic underdevelopment of the area, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, morals or welfare in its present condition and use.”

SB Friedman evaluated the economic liability impacts of the Proposed URA by analyzing change in taxable value within the Proposed URA. SB Friedman evaluated the social liability impacts of the Proposed URA by evaluating conformance with the 2040 Comp Plan, 2019 Pocatello Historic Preservation Plan (the “Historic Preservation Plan”), and the Downtown Plan goals.

Economic Liability

To assess whether the Proposed URA represents an economic liability, SB Friedman analyzed growth in taxable value over the last four year-to-year periods. Taxable value growth was evaluated within the Proposed URA and compared against growth in the balance of the City over the same period.

Table 1 outlines the change in taxable value of the Proposed URA parcels and city between 2019 and 2023. The Proposed URA has grown more slowly than the balance of the city in all four of the past four year-to-year periods.

Table 1: Year-to-Year Growth in Taxable Value (TV) of Parcels and City from 2019 to 2023

	2019	2020	2021	2022	2023
City TV Less Historic Downtown Pocatello URA Parcels	\$4.0 B	\$4.2 B	\$4.9 B	\$6.3 B	\$6.6 B
Change in City TV Less Historic Downtown Pocatello URA Parcels	---	5.4%	15.3%	29.4%	3.8%
Historic Downtown Pocatello URA Parcels TV	\$103.6 M	\$107.2 M	\$116.7 M	\$149.2 M	\$153.5 M
Change in Historic Downtown Pocatello URA Parcels TV	---	3.5%	8.8%	27.9%	2.9%
Historic Downtown Pocatello URA Parcels – Growth Less than City	---	YES	YES	YES	YES

Sources: Bannock County, Power County, SB Friedman

Based on the lagging growth of the Proposed URA compared to the balance of the city overall the past four year-to-year periods, SB Friedman concludes that the Proposed URA constitutes an economic liability.

Social Liability

To determine whether the Proposed URA represents a social liability, SB Friedman assessed the degree to which the Proposed URA could support and/or advance stated goals in the 2040 Comp Plan, Historic Preservation Plan and Downtown Plan.

The sixth goal in the 2040 Comp Plan is to "preserve the authenticity of Pocatello's neighborhoods and celebrate [Pocatello's] history, architecture and culture." The 2040 Comp Plan's Special Areas & Sites section illustrates that the Pocatello Downtown Historic District is the only locally protected area in Pocatello. The Proposed URA contains a significant portion of this locally established historic district.

Additionally, the Historic Preservation Plan, adopted in 2019, references seven historic districts in Pocatello that were added to the National Register of Historic Places (NRHP) between 1982 and 2008. The NRHP is the official national list of historic places considered important and worthy of preservation. Four of these seven historic districts intersect the Proposed URA:

- Pocatello Historic District (added 1982)
- Pocatello Westside Residential Historic District (added 2003)
- Lincoln-Johnson Avenues Residential Historic District (added 2006)
- Old Town Residential Historic District (added 2008)

One key objective outlined in the Historic Preservation Plan is to "incorporate the preservation of important historic, cultural, industrial and educational resources into all planning and development."

Lastly, the Downtown Plan, adopted in 2022, lists historic preservation as an economic development strategy that is essential to reinforce the downtown and city's identity. Moreover, the Downtown Plan lists numerous potential public realm improvements including enhancements and a redesign of Simplot Square bordered by a new City Hall in the Federal Building at 150 S. Arthur and Marshall Public Library, Depot Crossroads which would be a new civic plaza, and Portneuf Landing which would create access to the river (the "Planned Public Realm Projects"). Revenues from the Proposed URA could potentially support identified projects and reinforce the historic downtown as the "beating heart of downtown," the Pocatello Civic Center anchored by the historic Federal Building as "a center for year-round activities" and create a place "where urban meets nature" along the Portneuf River.

Through the 2040 Comp Plan, Historic Preservation Plan and Downtown Plan, the City established the preservation of and public reinvestment in the historic downtown as key goals. SB Friedman's finding of a deteriorating area and the City's desire for Planned Public Realm Projects in the Proposed URA indicate a need for further public investment. Revenues from the Proposed URA could be used to fund some of these improvements which would support the long-term health of the historic downtown and vitality of the area as a whole. Based on this finding, SB Friedman concludes that the Proposed URA constitutes a social liability.

Conclusions: Other Required Findings and Tests

According to Urban Renewal Law, the Proposed URA must exhibit not only factors that support the area is deteriorating, as outlined in the statute, but that those factors contribute to both economic and social liabilities of the Proposed URA.

SB Friedman finds evidence of economic liability within the Proposed URA due to the lagging taxable value growth of the parcels. SB Friedman's finding of a deteriorating area and the City's desire for Planned Public Realm Projects in the Proposed URA indicate a need for further public investment. Revenues from the Proposed URA could be used to fund some of these improvements which would support the long-term health of the historic downtown and vitality of the area as a whole. Based on this finding, SB Friedman concludes that the Proposed URA constitutes a social liability.

6. Conclusions

According to the Urban Renewal Law, in order to qualify for designation as an urban renewal area, improved land must exhibit one or more of several factors indicating that the area is either a deteriorated area or a deteriorating area. Further, presence of this factor(s) must have adverse consequences.

SB Friedman finds the following two criteria for a deteriorating area to be meaningfully present and reasonably distributed throughout the Proposed URA:

1. Deterioration of site or other improvements
2. Diversity of ownership

Furthermore, SB Friedman finds evidence of economic liability within the Proposed URA due to the lagging taxable value growth of the parcels. SB Friedman's finding of a deteriorating area and the City's desire for Planned Public Realm Projects in the Proposed URA indicate a need for further public investment. Revenues from the Proposed URA could be used to fund some of these improvements which would support the long-term health of the historic downtown and vitality of the area as a whole. Based on this finding, SB Friedman concludes that the Proposed URA constitutes a social liability.

As a result, this Report concludes that the Proposed URA conforms with Idaho Code Title 50, Chapters 20 and 29, and meets all required tests, in addition to eligibility standards, for designation as an urban renewal area.

Appendix A: Limitations of Engagement

Our Report is based on estimates, assumptions and other information developed from research of the market, knowledge of the industry, and meetings during which we obtained certain information. The sources of information and bases of the estimates and assumptions are stated in the Report. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur. Therefore, actual results achieved during the period covered by our analysis will necessarily vary from those described in our Report, and the variations may be material.

The terms of this engagement are such that we have no obligation to revise the Report to reflect events or conditions which occur subsequent to the date of the report. These events or conditions include, without limitation, economic growth trends, governmental actions, additional competitive developments, interest rates, and other market factors. However, we are available to discuss the necessity for revision in view of changes in the economic or market factors affecting the proposed project.

Our Report does not ascertain the legal and regulatory requirements applicable to this project, including zoning, other State and local government regulations, permits, and licenses. No effort has been made to determine the possible effect on this project of present or future federal, state or local legislation, including any environmental or ecological matters.

Furthermore, we have neither evaluated management's effectiveness, nor will we be responsible for future marketing efforts and other management actions upon which actual results will depend.

Our Report is intended solely for your information, for the purpose of establishing an urban renewal area.

Appendix B: PIN List

2023 PINS:

Count	2023 PIN List
1	RPRPBRP000101
2	RPRPBRP000103
3	RPRPBRP000104
4	RPRPBRP000105
5	RPRPBRP000200
6	RPRPCPP051201
7	RPRPCPP051202
8	RPRPCPP051203
9	RPRPCPP051400
10	RPRPCPP051500
11	RPRPCPP051702
12	RPRPCPP051703
13	RPRPCPP051704
14	RPRPCPP051900
15	RPRPCPP052102
16	RPRPCPP052103
17	RPRPCPP052104
18	RPRPCPP052105
19	RPRPCPP053102
20	RPRPCPP053103
21	RPRPCPP053301
22	RPRPCPP089402
23	RPRPCPP089403
24	RPRPCPP089404
25	RPRPCPP089405
26	RPRPCPP089500
27	RPRPCPP089700
28	RPRPCPP089801
29	RPRPCPP089802
30	RPRPCPP090207
31	RPRPCPP090208
32	RPRPCPP090210
33	RPRPCPP090211
34	RPRPCPP090300
35	RPRPCPP090700

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39	RPRPCPP100903
40	RPRPCPP101000
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Exhibit B

Agency Resolution No. 2025-5, dated August 20, 2025,
Accepting the Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated
August 1, 2025 (without attachments)

4925-1315-3842, v. 1

RESOLUTION NO. 2025-5

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF
POCATELLO, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF POCATELLO, IDAHO, ALSO KNOWN AS THE POCATELLO DEVELOPMENT AUTHORITY, ACCEPTING THAT CERTAIN REPORT ON ELIGIBILITY FOR CERTAIN PROPERTY REFERRED TO AS HISTORIC DOWNTOWN POCATELLO AREA AS AN URBAN RENEWAL AREA AND REVENUE ALLOCATION AREA AND JUSTIFICATION FOR DESIGNATING THE AREA AS APPROPRIATE FOR AN URBAN RENEWAL PROJECT; AUTHORIZING AND DIRECTING THE CHAIR, VICE-CHAIR OR AGENCY ADMINISTRATOR TO TRANSMIT THE REPORT AND THIS RESOLUTION TO THE CITY COUNCIL OF THE CITY OF POCATELLO REQUESTING ITS CONSIDERATION FOR DESIGNATION OF AN URBAN RENEWAL AREA AND SEEKING FURTHER DIRECTION FROM THE COMMISSION AND COUNCIL; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended and supplemented (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code as amended and supplemented (the “Act”), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the “Agency;”

WHEREAS, the City Council (the “City Council”) of the city of Pocatello (the “City”) found that deteriorating areas exist in the City, therefore, for the purposes of the Law, created an urban renewal agency pursuant to the Law, authorizing the Agency to transact business and exercise the powers granted by the Law and the Act upon making the findings of necessity required for creating the Agency;

WHEREAS, the Mayor has duly appointed the Board of Commissioners of the Agency, which appointment was confirmed by the City Council;

WHEREAS, the City Council, on June 22, 2006, after notice duly published, conducted a public hearing on the Naval Ordnance Plant Urban Renewal Plan (the “Naval Ordnance Plant Plan”);

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2797 on June 22, 2006, approving the Naval Ordnance Plant Plan, making certain findings, and establishing the Naval Ordnance Plant revenue allocation area (the “Naval Ordnance Plant Project Area”);

WHEREAS, the City Council, on April 19, 2007, after notice duly published, conducted a public hearing on the North Portneuf Urban Renewal Plan (the “North Portneuf Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2814 on April 19, 2007, approving the North Portneuf Plan, making certain findings, and establishing the North Portneuf revenue allocation area (the “North Portneuf Project Area”);

WHEREAS, the City Council, on November 4, 2010, after notice duly published conducted a public hearing on the Pocatello Regional Airport Urban Renewal Area Plan (the “Pocatello Regional Airport Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2889 on November 4, 2010, approving the Pocatello Regional Airport Plan, making certain findings, and establishing the Pocatello Regional Airport revenue allocation area (the “Pocatello Regional Airport Project Area”);

WHEREAS, the City Council, on May 2, 2019, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Northgate Urban Renewal Project (the “Northgate Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3026 on May 2, 2019, approving the Northgate Plan, making certain findings, and establishing the Northgate revenue allocation area (the “Northgate Project Area”);

WHEREAS, the above referenced existing urban renewal plans are collectively referred to as the “Existing Urban Renewal Plans” and their respective existing revenue allocation project areas are collectively referred to as the “Existing Project Areas;”

WHEREAS, it has become apparent that additional property located within the City may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

WHEREAS, in October 2023, the Agency authorized SB Friedman Development Advisors, LLC (SBF) to commence a preliminary eligibility study on several geographic areas within the City and extending to the City’s area of City impact within unincorporated Bannock County. SBF presented its preliminary eligibility findings on each geographic area to the Agency Board of Commissioners (the “Board”) on April 17, 2024. In 2025, SBF was directed to proceed with study and planning efforts related to the Old Town Area, now known as the Historic Downtown Pocatello Area, and preparation of an eligibility report of an area approximately 352 acres in size (including public rights-of-way). The area is roughly bounded by the Portneuf River to the north and south, Johnson Avenue to the west, and the Union Pacific Railroad to the east, and is commonly referred to as the Historic Downtown Pocatello Area (the “Study Area”);

WHEREAS, the Agency has obtained the Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated August 1, 2025 (the “Report”), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, several of the conditions necessary to be present in such an area are found in the Study Area, including:

- a. deterioration of site or other improvements; and
- b. diversity of ownership;

WHEREAS, the effects of the listed conditions cited in the Report constitute an economic or social liability, and are a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, the Study Area does not include open space/open land;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in Section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area does not include parcels subject to such consent;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the combined base assessment roll value for the Existing Project Areas and the proposed South 5th Corridor area do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, the Agency Board finds it in the best public interest to accept the Report.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO, AS FOLLOWS:

Section 1. That the above statements are true and correct.

Section 2. That the Agency Board acknowledges acceptance and receipt of the Report, attached hereto as **Exhibit A**, recognizing technical changes or corrections which may be required before transmittal to the City Council for their consideration.

Section 3. That there are one or more areas within the City that are a deteriorating area or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8), as more fully set forth in the Report.

Section 4. That one such area is more commonly referred to as the Historic Downtown Pocatello Area or the Study Area, and as more fully described in the Report.

Section 5. That the rehabilitation, conservation, and redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, and welfare of the residents of the City.

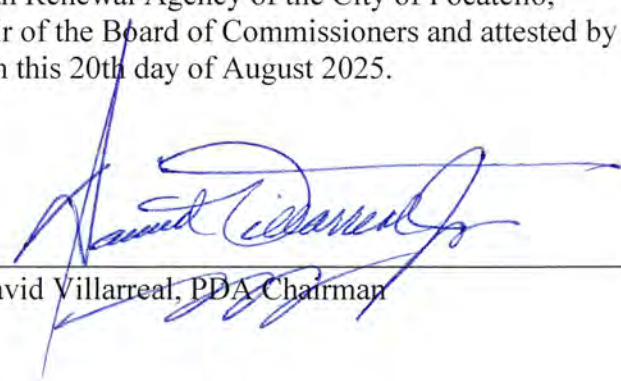
Section 6. That the Chair or Vice-Chair and Administrator of the Agency Board of Commissioners is hereby authorized to transmit the Report to the Pocatello City Council requesting that the City Council:

a. Determine whether the Study Area identified in the Report qualifies as an urban renewal project and there is justification for designating the area, as appropriate, for an urban renewal project;

b. If such designation is made, whether the Agency should proceed with the preparation of an urban renewal plan for the area, which plan may include a revenue allocation provision as allowed by law;

Section 7. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Pocatello, Idaho, on August 20, 2025. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on this 20th day of August 2025.



David Villarreal, PDA Chairman

ATTEST:

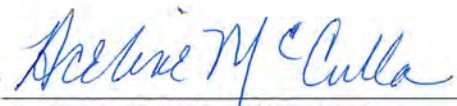
By 
Aceline McCulla, PDA Secretary

Exhibit A

Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated August 1, 2025

4924-6486-4304, v. 1

RESOLUTION NO. 2025-____

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF POCATELLO, IDAHO, DETERMINING A CERTAIN AREA WITHIN THE CITY TO BE A DETERIORATED AREA AND/OR A DETERIORATING AREA AS DEFINED BY IDAHO CODE SECTIONS 50-2018(8), (9) AND 50-2903(8); DIRECTING THE URBAN RENEWAL AGENCY OF POCATELLO TO COMMENCE THE PREPARATION OF AN URBAN RENEWAL PLAN SUBJECT TO CERTAIN CONDITIONS, WHICH PLAN MAY INCLUDE REVENUE ALLOCATION PROVISIONS FOR ALL OR PART OF THE AREA; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended and supplemented (the "Law") and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code as amended and supplemented (the "Act"), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the "Agency;"

WHEREAS, the City Council (the "City Council") of the city of Pocatello (the "City") found that deteriorating areas exist in the City, therefore, for the purposes of the Law, created an urban renewal agency pursuant to the Law, authorizing the Agency to transact business and exercise the powers granted by the Law and the Act upon making the findings of necessity required for creating the Agency;

WHEREAS, the Mayor has duly appointed the Board of Commissioners of the Agency, which appointment was confirmed by the City Council;

WHEREAS, the City Council, on June 22, 2006, after notice duly published, conducted a public hearing on the Naval Ordnance Plant Urban Renewal Plan (the "Naval Ordnance Plant Plan");

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 2797 on June 22, 2006, approving the Naval Ordnance Plant Plan, making certain findings, and establishing the Naval Ordnance Plant revenue allocation area (the "Naval Ordnance Plant Project Area");

WHEREAS, the City Council, on April 19, 2007, after notice duly published, conducted a public hearing on the North Portneuf Urban Renewal Plan (the "North Portneuf Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2814 on April 19, 2007, approving the North Portneuf Plan, making certain findings, and establishing the North Portneuf revenue allocation area (the "North Portneuf Project Area");

WHEREAS, the City Council, on November 4, 2010, after notice duly published conducted a public hearing on the Pocatello Regional Airport Urban Renewal Area Plan (the "Pocatello Regional Airport Plan");

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2889 on November 4, 2010, approving the Pocatello Regional Airport Plan, making certain findings, and establishing the Pocatello Regional Airport revenue allocation area (the “Pocatello Regional Airport Project Area”);

WHEREAS, the City Council, on May 2, 2019, after notice duly published conducted a public hearing on the Urban Renewal Plan for the Northgate Urban Renewal Project (the “Northgate Plan”);

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3026 on May 2, 2019, approving the Northgate Plan, making certain findings, and establishing the Northgate revenue allocation area (the “Northgate Project Area”);

WHEREAS, the above referenced existing urban renewal plans are collectively referred to as the “Existing Urban Renewal Plans” and their respective existing revenue allocation project areas are collectively referred to as the “Existing Project Areas;”

WHEREAS, it has become apparent that additional property located within the City may be deteriorating or deteriorated and should be examined as to whether such an area is eligible for an urban renewal project;

WHEREAS, in October 2023, the Agency authorized SB Friedman Development Advisors, LLC (SBF) to commence a preliminary eligibility study on several geographic areas within the City and extending to the City’s area of City impact within unincorporated Bannock County. SBF presented its preliminary eligibility findings on each geographic area to the Agency Board of Commissioners (the “Board”) on April 17, 2024. In 2025, SBF was directed to proceed with study and planning efforts related to the Old Town Area, now known as the Historic Downtown Pocatello Area, and preparation of an eligibility report of an area approximately 352 acres in size (including public rights-of-way). The area is roughly bounded by the Portneuf River to the north and south, Johnson Avenue to the west, and the Union Pacific Railroad to the east, and is commonly referred to as the Historic Downtown Pocatello Area (the “Study Area”);

WHEREAS, the Agency obtained the Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated August 1, 2025 (the “Report”), a copy of which is attached hereto as **Exhibit A**, which examined the Study Area for the purpose of determining whether such area was a deteriorating area and/or a deteriorated area as defined by Idaho Code Sections 50-2018(8), (9) and 50-2903(8);

WHEREAS, pursuant to Idaho Code Sections 50-2018(8), (9) and 50-2903(8), which define the qualifying conditions of a deteriorating area and deteriorated area, several of the conditions necessary to be present in such an area are found in the Study Area, including:

- a. deterioration of site or other improvements; and
- b. diversity of ownership;

WHEREAS, the Study Area does not include open space/open land;

WHEREAS, the effects of the listed conditions cited in the constitute an economic or social liability, and are a menace to the public health, safety, morals or welfare in its present condition or use;

WHEREAS, under the Law and Act, Idaho Code Sections 50-2903(8)(f) and 50-2018(8) and (9), the definition of a deteriorating area shall not apply to any agricultural operation as defined in Section 22-4502(2), Idaho Code, absent the consent of the owner of the agricultural operation except for an agricultural operation that has not been used for three (3) consecutive years;

WHEREAS, the Study Area does not include parcels subject to such consent;

WHEREAS, the Agency, on August 20, 2025, adopted Resolution No. 2025-5 (a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, without attachments thereto) accepting the Report and authorizing the Chair, Vice-Chair and Administrator of the Agency to transmit the Report to the City Council requesting its consideration for designation of an urban renewal area and requesting the City Council to direct the Agency to prepare an urban renewal plan for the Study Area, which plan may include a revenue allocation provision as allowed by law;

WHEREAS, the Report includes a preliminary analysis concluding the base assessment roll value for the Study Area along with the combined base assessment roll values for the Existing Project Areas and the proposed South 5th Corridor area do not exceed 10% of the current assessed valuation of all taxable property within the City;

WHEREAS, pursuant to Idaho Code Section 50-2008, an urban renewal project may not be planned or initiated unless the local governing body has, by resolution, determined such area to be a deteriorated area or deteriorating area, or combination thereof, and designated such area as appropriate for an urban renewal project;

WHEREAS, Idaho Code Section 50-2906, also requires that in order to adopt an urban renewal plan containing a revenue allocation financing provision, the local governing body must make a finding or determination that the area included in such plan is a deteriorated area or deteriorating area;

WHEREAS, it is desirable and in the best public interest that the Agency prepare an urban renewal plan for the area identified as the Study Area in the Report located in the city of Pocatello;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCA TELLO, IDAHO, AS FOLLOWS:

1. That the City Council acknowledges acceptance and receipt of the Report.

2. That the City Council finds and declares there are one or more areas within the City, which are deteriorating or deteriorated areas as defined by Idaho Code, Sections 50-2018(8), (9) and 50-2903(8).

3. That the City Council finds and declares that the Study Area identified in the Report, attached hereto as **Exhibit A** and made a part hereof by reference, is a deteriorated area and/or a deteriorating area existing in the City, as defined in Title 50, Chapters 20 and 29, Idaho Code, as amended, and qualifies for an urban renewal project and justification exists for designating the area as appropriate for an urban renewal project.

4. That the City Council finds and declares there is a need for the Agency, an urban renewal agency, to function in accordance with the provisions of Title 50, Chapters 20 and 29, Idaho Code, as amended, within a designated area for the purpose of establishing an urban renewal plan.

5. That the rehabilitation, conservation, development and redevelopment, or a combination thereof, of such area is necessary and in the interest of the public health, safety, and welfare of the residents of the City.

6. Based on the Report, the City Council makes the findings that:

- a. The Study Area identified in the Report is determined to be a deteriorating area as defined by Idaho Code, Section 50-2018(9) and 50-2903(8) and/or a deteriorated area as defined by Idaho Code, Section 50-2018(8) and 50-2903(8);
- b. The Study Area identified in the Report is determined to be appropriate for an urban renewal project.

7. That the City Council hereby directs the Agency to commence the preparation of an urban renewal plan for the Study Area described in the Report for consideration by the Agency Board and, if acceptable, final consideration by the City Council in compliance with Title 50, Chapters 20 and 29, Idaho Code, as amended.

8. That this Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this ____ day of September, 2025.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

Exhibit A

Historic Downtown Pocatello Urban Renewal
Area Eligibility Report, dated August 1, 2025

Exhibit B

Agency Resolution No. 2025-5, dated August 20, 2025,
Accepting the Historic Downtown Pocatello Urban Renewal Area Eligibility Report, dated August
1, 2025 (without attachments)

4925-1315-3842, v. 1

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING A NEW POLICY STATEMENT OF THE CITY OF POCATELLO PROVIDING FOR A DRUG/ALCOHOL TESTING POLICY FOR CITY OF POCATELLO EMPLOYEES WHOSE POSITIONS REQUIRE A COMMERCIAL DRIVER’S LICENSE; REPEALING A PRIOR EXISTING POLICY ADOPTED ON SEPTEMBER 21, 2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pocatello has previously adopted a City of Pocatello Drug/Alcohol Testing Policy (“Policy”) for City employees whose positions require a Commercial Driver’s License; and

WHEREAS, since the adoption of the most recent policy on September 21, 2023, several job titles listed in Appendix A of the City of Pocatello Drug/Alcohol Testing Policy have been updated; and

WHEREAS, the Risk Manager has recommended adoption of a new Policy effective October 1, 2025, incorporating the corrected job titles.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO that the City of Pocatello hereby adopts the City of Pocatello Drug/Alcohol Testing Policy, as revised, which Policy is attached hereto as Exhibit “A”, and incorporated herein by reference.

BE IT FURTHER RESOLVED that said policy shall become effective on October 1, 2025.

RESOLVED this ____ day of September, 2025.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

THE CITY OF POCATELLO DRUG / ALCOHOL TESTING POLICY

POLICY STATEMENT

In recognition of the harmful effects that the use of illegal drugs and the misuse of alcohol can have on employees engaged in the transportation industry, **the City of Pocatello** (hereafter referred to as "the City") has a responsibility to its drivers, and the public at large, to see that its commercial vehicle operators are both drug and alcohol free while on duty. This responsibility comes in light of the fact that employees who are under the influence of drugs or alcohol while on duty are more likely to cause accidents and injuries, both to themselves and co-workers, as well as the public at large.

Therefore, **the City of Pocatello** is implementing this Drug and Alcohol-Free Workplace Policy that includes within its provisions those regulations contained within the Department of Transportation (DOT) Controlled Substances and Alcohol Use and Testing, Procedures for Transportation Workplace Drug and Alcohol Testing, and Prevention of Alcohol Misuse and Prohibited Drug Use, as contained in 49 CFR Parts 382 and 40, as amended, respectively.

Implementation Schedule

This policy is effective October 1, 2025, replacing the prior existing policy of October 1, 2023.

Covered Individuals

For purposes of this policy, covered individuals are those employees of the City of Pocatello who operate vehicles or equipment requiring a Commercial Driver's License (CDL). A list of these positions by department and title is contained in Appendix A, attached hereto and incorporated herein.

Questions Regarding this Policy

The City hereby designates a representative from the Legal Department, (hereafter referred to as the Designated Employee Representative [DER]) as the person responsible for implementing and administering the City's Drug/Alcohol Testing Policy and for answering covered individuals' questions relating to the provisions of this policy.

Covered Individuals' Use of Alcohol

The City is committed to ensuring that all covered individuals do not operate a commercial vehicle while under the influence of alcohol. Therefore, covered individuals of the City are not to consume alcohol within four (4) hours of reporting to work. Covered individuals are not to report to work or remain at work while having an alcohol concentration of .02 or greater. Covered individuals are prohibited from using or possessing alcohol while they are on duty.

Covered Individuals' Use of Illegal Drugs

The City has an absolute prohibition against an employee's use of illegal drugs, or the illegal use or misuse of prescription medication. Evidence that an employee has tested positive for the presence of illegal drugs

or illegal use or misuse of prescription medication pursuant to a test given under the terms of this policy will be proof sufficient to establish the employee's violation of this provision.

Drugs tested for by the City are alcohol, marijuana, cocaine, amphetamines and methamphetamines, opioids, and phencyclidine (PCP).

Safety-Sensitive

For the purposes of this policy, the term “safety-sensitive”, when referring to a function, duty, employee, position, or otherwise, shall be interpreted as operating under, referring to, requiring, or possessing a Commercial Driver’s License.

DRUG AND ALCOHOL TESTING OF PROSPECTIVE AND CURRENT COVERED INDIVIDUALS

All covered individuals are required as a condition of employment to submit to drug and alcohol testing in accordance with federal statute 49 CFR Parts 40, as amended, and 382. A drug test can be performed any time a covered employee is on duty. An alcohol test can be performed just before, during or after the performance of a safety-sensitive function.

Pre-Employment Testing

All applicants that are offered a CDL vehicle operation position with the City of Pocatello shall undergo urine pre-employment drug testing.

(1) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant shall not be hired into a covered position unless the applicant takes a drug test with a verified negative drug test result. If an applicant fails to appear for a pre-employment test in a timely fashion, it is not considered a refusal.

(2) A non-covered employee shall not be placed, transferred or promoted into a covered position until the employee takes a pre-employment drug test with a verified negative result.

(3) Covered employees, including applicants, may not operate a CDL vehicle for the first time, until a pre-employment drug test has been administered with a verified negative drug test result.

(4) If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug test will disqualify an applicant for consideration of employment in a safety-sensitive position for a period of at least two years. The City shall advise the applicant of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the name, address and telephone number of a substance abuse professional and counseling and treatment programs.

(5) When a covered employee or applicant has previously failed or refused a pre-employment drug test administered under 49 CFR Part 382, the employee must provide the City of Pocatello proof of having successfully completed a referral, evaluation and treatment plan in accordance with 49 CFR Part 382, subpart O. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with 49 CFR Part 40, as amended, and a negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment follow-up testing and any subsequent treatment will be the sole responsibility of the applicant.

(6) When a pre-employment test for an employee being placed, transferred, or promoted from a non-covered position to a covered position results in a verified positive result, the employee shall be subject to disciplinary action.

(7) If a pre-employment drug test is canceled, an applicant, or the employee in cases of transfers, shall be required to take another pre-employment drug test with a verified negative result.

(8) An applicant or employee with a dilute negative pre-employment test result will be required to retest.

(9) When a covered employee or applicant has not driven a CDL vehicle for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time, the employee shall be required to take a pre-employment drug test with a verified negative result.

As an employer, the City shall request applicants or any employee transferring into a safety-sensitive position to sign a written consent for the City to obtain specific information from any DOT regulated employer of the applicant, or employee, during any period within the two years prior to the date of the employee's application or transfer. Any applicant or employee that refuses to provide this written consent shall not be permitted to operate a CDL vehicle. Information requested shall consist of the following:

- (1) Alcohol tests with a result of 0.04 or higher alcohol concentration;
- (2) Verified positive drug tests;
- (3) Refusals to be tested (including adulterated or substituted drug test results);
- (4) Other violations of DOT agency drug and alcohol testing regulations; and
- (5) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests).

Information concerning an applicant who has tested positive on a pre-employment test will be requested of the applicant directly if unavailable from the employer. The applicant or employee will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, employment covered by DOT agency drug and alcohol testing rules during the past two years. Any applicant or employee acknowledging that he or she had a positive test or refused to test shall not be allowed to operate a CDL vehicle for the City of Pocatello until and unless the applicant or employee documents successful completion of the return-to-duty process.

As an employer from whom information is requested under the U.S. DOT rules, the City will maintain a written record of any information released, including the date, the party to whom it was released, and a summary of the information provided. Any information received from previous DOT regulated employers or the employee shall be kept confidential, as well as the good faith efforts made to obtain this information. This information shall be retained for three years from the date of the employee's first operation of CDL vehicles for the City of Pocatello.

Reasonable Suspicion

The City will require a covered individual to be tested for the use of alcohol, illegal drugs, or the use of prescription medication if an employee's physical appearance or pattern of behavior gives City officials reason to believe the employee is impaired because of substance abuse that would endanger their well-being, as well as the safety of fellow employees, or the general public. The basis of suspicion of drug and alcohol abuse must be specific, contemporaneous, and articulable. When an employee is suspected of being under the influence of drugs or alcohol, the employee will be escorted to the collection site to

avoid exposure to liability and prevent the opportunity to purchase or ingest anything that could affect the test result.

Supervisors will have completed, and/or other company officers authorized by the City to make reasonable suspicion determinations shall receive, at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. A trained supervisor who has a reasonable suspicion that a covered individual is under the influence of alcohol or drugs must contact the Legal Department prior to making a test request and discuss the necessary procedures to follow for immediate testing and may request another trained supervisor to observe the employee. The supervisor must complete a form documenting the basis for the test performed within twenty-four (24) hours of making the test request, a copy of which is attached hereto as Appendix B and incorporated herein.

Examples which may trigger an interview for a “Reasonable Suspicion” test include, but are not limited to, the following:

- (1) Physical signs and symptoms consistent with substance use, or misuse of alcohol, e.g. odor of alcohol or marijuana or attempts to mask such odors, slurred speech, lack of motor skills, coordination, etc.
- (2) Evidence of the manufacture, distribution, dispensation, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances such as drug paraphernalia, syringes, or empty cans or bottles, etc.

Random Testing

All covered employees will be subject to random, unannounced and unpredictable testing. The selection of employees shall be made by a scientifically valid method of randomly selecting employees from the appropriate pool of safety-sensitive employees.

(1) Employees are required to proceed immediately to the collection site upon notification of their random selection. If the covered employee is operating a CDL vehicle at the time of the notification, they shall cease to continue performing the safety-sensitive function and proceed to the testing site immediately.

(2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year and conducted at all times of day when CDL vehicle operation is performed.

(3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. Each year, the Administrator will publish in the Federal Register the minimum annual percentage rates for random drug and alcohol testing of covered employees. The new rates will be applicable starting January 1 of the calendar year following publication.

(4) Random drug tests can be conducted at any time a covered employee is on duty. Random alcohol tests shall only be performed just before, during, or just after the performance of a safety sensitive duty.

(5) Each covered employee shall be in the pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested.

Post-Accident

A covered individual operating a commercial vehicle for the City that is involved in a reportable accident will be tested for both illegal drugs and alcohol as soon as practical. For terms of this policy a reportable accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more of the motor vehicles incurs disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. In the case of a fatality, the covered individual will be tested regardless of fault. In the case of non-fatal accidents, the operator will be drug and alcohol tested unless the City determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. Alcohol testing must be administered within two (2) hours of the accident and if it is not possible within two (2) hours, then within eight (8) hours. Drug testing must be administered within thirty-two (32) hours of the accident. Drug and alcohol testing is stayed to allow a covered employee to receive necessary medical attention following an accident and to assist in the resolution of the accident even if this requires the covered individual to leave the scene of the accident.

Any covered individual required to be tested under this section must remain readily available for such testing and such a covered individual may not consume alcohol within eight (8) hours of the accident. A covered individual who is involved in an accident requiring a drug and alcohol test must notify his/her supervisor who will then notify the risk manager and DER of the accident. The covered individual involved in the accident must comply with those instructions given him/her relative to his/her taking a drug and alcohol test.

Specimen Collection Procedures and Test Result Notification

Adulteration or Submission of a Concealed Specimen

If, during the collection procedure, the collection monitor detects an effort by a covered individual to adulterate or substitute a specimen, a second specimen will be immediately requested. If a second specimen is provided, that specimen will be tested. If the request for a second specimen is refused, the collection monitor will inform the DER of the covered individual's refusal to submit a true specimen. Such conduct by the covered individual will be considered as a refusal to provide a true specimen for testing.

In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the City will advise the employee of that result and request that employee submit a second specimen. Such donors will be advised by the City not to drink any fluids prior to the test.

Drug / Alcohol Specimen Collection Procedures

All testing for illegal drugs will be done by the testing of a covered individual's urine specimen. All such testing will utilize the split specimen collection procedure. Under that procedure, each covered individual will have his/her urine specimen sealed in two separate containers and both sent to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory for testing. If a covered individual's first specimen tests positive, that covered individual may request, within three (3) days of the

positive notification, that the other specimen be tested at another SAMHSA laboratory. This second test will be done at the covered individual's expense unless the second test comes back negative. During the time the second specimen is being tested, that covered individual will be suspended with pay. All specimen collections will be conducted by personnel that have been instructed and trained in collection procedures set by the DOT. All testing for alcohol will be done by the use of a DOT approved breath testing device, operated by a trained and qualified breath alcohol technician (BAT).

Confidentiality and Reporting of Test Results

Drug and alcohol test results are confidential and the associated records are maintained within the Legal Department. The DER and/or his designee are custodians of these records and maintain control of them. Only positive test results are communicated to other City officials and then only to the Department Head of the covered individual's department, the employee's direct supervisor, the Human Resources Director, the Mayor, and a member of the City's Legal Department, who are responsible for directing the employee's work assignments, administering City policy, and implementing disciplinary procedures. Test results, both positive and negative, may be communicated to other parties only with the written consent of the covered individual.

Notification of Test Results

The City will be notified of alcohol test results immediately after testing is complete from the collection site by the breath alcohol technician (BAT) directly. The City has arranged that all drug test results will be forwarded to the City through a third part administrator (TPA) as the representative of the City, and the Medical Review Officer (MRO). Prior to the City being informed that a prospective or current covered individual has tested positive for illegal drugs, the covered individual will be offered an opportunity to follow up on such information as is appropriate. Any covered individual who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If this is verified, the covered individual's test result will be reported as negative. If, after consideration of the matter, the MRO finds no reason to doubt the validity of the positive test, that result will be conveyed to the DER, as well as the identity of the drug.

If the covered individual cannot be located, the MRO, or his representative, may request that the DER arrange for the covered individual to contact the MRO as soon as possible to discuss the results of the positive test. The MRO will communicate a positive result to the City without discussing the result with the covered individual if the covered individual expressly declines the opportunity to discuss the results of the test, or the covered individual is instructed to contact the MRO but fails to do so within 72 hours.

Refusal to Submit to a Drug or Alcohol Test

A covered individual operating a CDL vehicle for the City may not refuse to take a drug or alcohol test when requested to do so, consistent with the terms of this policy. Such a refusal will be considered equivalent to testing positive for illegal drugs or alcohol and is a violation of City policy.

All covered employees will be subject to urine drug testing as a condition of ongoing employment with the City of Pocatello in accordance with 49 CFR Part 655. Any CDL vehicle operator who refuses to comply with a request for testing shall be immediately removed from duty, referred to a substance abuse professional for evaluation, and subject to discipline. As a covered employee, you have refused to take a drug or alcohol test if you:

- (1) Fail to appear for a drug or alcohol test, with the exception of a pre-employment test, within the specified time frame as determined by the City, after being directed to do so;
 - (2) Fail to remain at the testing site until the testing process is complete;
 - (3) Fail to attempt to provide a urine specimen for any drug test, or fail to attempt to provide a saliva or breath specimen, as applicable; required by 49 CFR Parts 40, as amended, 382 or DOT agency regulations;
 - (4) Fail to provide a sufficient amount of urine when directed, or fail to provide a sufficient breath specimen, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure;
 - (5) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen;
 - (6) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test;
 - (7) Possess or wear a prosthetic or other device used to tamper with the testing process;
 - (8) Admit to the adulteration or substitution of a specimen to the collector or MRO;
 - (9) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER as part of the "shy bladder" or insufficient breath procedures;
 - (10) Fail or decline to take a second test the employer, DER, or collector has directed you to take;
 - (11) Fail to cooperate with any part of the testing process (e.g. refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process);
 - (12) Fail to sign the certification at Step 2 of the Alcohol Testing Form (ATF) for alcohol testing;
- or
- (13) Provide a urine specimen that produces a verified adulterated or substituted test result verified by an MRO.

Note: As an employee, when you refuse to take a non-DOT test or to sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non-DOT test for drugs or alcohol.

Any covered employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an additional collection. Verification of the above listed actions will be considered a test refusal and will result in the employee's removal from duty and discipline. Refusal can also include a verbal or written declaration. Such refusals constitute a violation of the City's drug and alcohol program policy.

As an employee, you have refused to take a drug test if you fail to appear for any test (except a pre-employment test for employees being transferred into CDL vehicle operator positions) within a reasonable time, as determined by the employer. Consistent with applicable DOT agency regulations, after being directed to do so by the employer failure to complete the testing process once testing commences is considered a refusal to submit in pre-employment instances.

Effect of Testing Positive for Drugs or Alcohol

For purposes of this policy, an employee tests positive for alcohol when that employee's blood alcohol concentration (BAC) is .04 or above. If a covered individual/current employee tests between .02 and .039 BAC, that employee will not be allowed to perform work for the City for at least 8 hours or until their

next regularly scheduled shift, whichever is longer. Any employee who twice tests between .02 and .039 BAC in a year's time will be treated as the equivalent of testing positive for alcohol.

Any prospective employee who tests positive for the presence of illegal drugs or alcohol or who tested positive for drugs or alcohol within the past two (2) years while employed by another employer will not be hired.

Any covered individual who tests positive for illegal drugs or alcohol will immediately be removed from his or her safety sensitive function and be referred to a substance abuse professional for evaluation. Said covered individual will additionally be terminated from employment with the City regardless of whether the employee wishes to contact the referred substance abuse professional and complete the treatment program and follow up testing at their own expense.

Any current employee who tests positive for the presence of illegal drugs or alcohol will be terminated from employment with the City.

City of Pocatello Additional Drug and Alcohol Testing Policies

The policies under this section are adopted by the City of Pocatello. The provisions of this section are included as a matter of City policy and are more stringent than those required by the federal implementing regulations. None of the policies in this section are to be construed as to be required by the Department of Transportation.

Other employees of the City of Pocatello in positions requiring a Commercial Driver's License are tested under 49 CFR Part 382 Regulations. In all cases, including drivers also covered under 49 CFR Part 655, the covered individual will be tested if he/she receives a traffic citation in connection with an accident which otherwise meets the criteria for requiring drug/alcohol testing.

Brian C. Blad, Mayor

Date

APPENDIX A
Employee Categories Subject to Testing Under This Policy
Positions subject to Drug and Alcohol Testing under 49 CFR Part 382 Regulations
(Positions Requiring a Commercial Drivers License)

Airport

Airport Maintenance Supervisor
Airport Director
Airport Senior Equipment Operator
Facilities Maintenance Worker

Street Maintenance Supervisor
Street Master Electrician
Traffic Operations Supervisor
Traffic Signal Electrician
Utility Locator

Fleet Services

Facilities Maintenance Worker
Fleet Manager
Fleet Operations Coordinator
Mechanic
Mechanic/EVT
Shop Foreman

Water

Construction Worker
Day Service Worker
Equipment Operator
Lead Construction Worker
Lead Plumber/Pipefitter
Night Service Worker
Water Distribution Supervisor
Pump and Purification Technician
Senior Equipment Operator
Water Mainline Foreman
Water Meter Technician
Water Construction & Mainline Supervisor
Water Operations Supervisor
Water Warehouseman

Parks & Recreation

P&R Maintenance Technician
P&R Facilities and Maintenance Manager
Parks Landscaping and Greenspace Supervisor
Senior Cemetery Maintenance Tech
Welder/Fabricator

Sanitation

Sanitation Operations Lead
Sanitation Operator
Sanitation Operations Supervisor
Senior Sanitation Operator
Machinist Fabrication Welder

Water Pollution Control

Facilities Maintenance Worker
Lead Collection System Operator
Sr. Collection System Operator
Wastewater Treatment Specialist I
Wastewater Treatment Specialist II
Wastewater Treatment Specialist III
WPC Collection System Operator
WPC Collection System Supervisor
WPC Mechanic/Welder
WPC Plant Maintenance Supervisor
WPC Utility Systems Tech

Street Operations

Director of Public Services
Equipment Operator
Lead Equipment Operator
Lead Pavement Marking and Sign Technician
Pavement Marking and Sign Technician
Senior Equipment Operator

Appendix B
City of Pocatello

REASONABLE SUSPICION INDICATORS

Manager/Supervisor: This form is to be used to substantiate and document the objective facts and circumstances leading to a reasonable suspicion determination. After careful observation of the employee's behavior, please check **all** of the short-term indicators that denote a possible link to the employee's use of prohibited alcohol or drugs.

Employee Name _____ Job Title _____

Supervisor Name _____

Second Supervisor _____ (if applicable)

A. Incident/Cause for Suspicion

- ☐ Apparent drug or alcohol intoxication
- ☐ Abnormal or erratic behavior
- ☐ Observed/reported possession, dispensation, or use of prohibited substance
- ☐ Arrest or conviction for drug-related offense(s)

B. Body Behavior

- ☐ Nausea or vomiting
- ☐ Extreme fatigue/sleeping on job
- ☐ Dizziness or fainting
- ☐ Highly excited or nervous
- ☐ Odor of alcohol

C. Body Appearance

- ☐ Either very flushed or very pale
- ☐ Excessive sweating or skin clamminess
- ☐ Dry mouth, frequent swallowing, wetting lips frequently
- ☐ Disheveled appearance/out of uniform

D. Body Movements

- ☐ Unsteady walk, poor coordination
- ☐ Shaking hands/body, tremors, twitches
- ☐ Breathing irregularly, or with difficulty
- ☐ Loss of physical control

E. Eyes

- ☐ Bloodshot
- ☐ Dilated or constricted pupils

F. Speech

- ☐ Slurred or incoherent speech
- ☐ Repetitious, rambles

G. Behavioral Indicators Noted

- ☐ Verbal Abusiveness
- ☐ Physical abusiveness
- ☐ Extreme aggressiveness or unresponsiveness
- ☐ Inappropriate response to questioning or instructions
- ☐ Erratic/inappropriate behavior, hallucinations, disorientation, confusion, talkativeness, euphoric – (Circle all that apply)

Written summary including any pertinent information not noted above

Reasonable Suspicion Test Performed Yes ☐ No ☐ Date ____/____/____ Time _____

Reasonable Suspicion Test Refused Yes ☐ No ☐ Date ____/____/____ Time _____

Signature of Supervisor _____ Date ____/____/____ Time _____

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, ADOPTING A NEW POLICY STATEMENT OF THE CITY OF POCA TELLO PUBLIC TRANSIT DEPARTMENT DRUG/ALCOHOL TESTING POLICY, WHICH REPLACES A PRIOR POLICY ADOPTED BY CITY COUNCIL ON SEPTEMBER 21, 2023, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Pocatello has previously adopted a City of Pocatello Public Transit Department Drug/Alcohol Testing Policy (“Policy”), the most recent Policy being adopted September 21, 2023; and

WHEREAS, since the adoption of Policy, several job titles of positions subject to drug and alcohol testing under 49 CFR Part 655 Regulations have been updated; and

WHEREAS, the Risk Manager has recommended adoption of a new Policy effective October 1, 2025, incorporating the corrected job titles.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCA TELLO that the City of Pocatello hereby adopts the City of Pocatello Public Transit Department Drug/Alcohol Testing Policy, as revised, which Policy is attached hereto as Exhibit “A”, and incorporated herein by reference.

BE IT FURTHER RESOLVED that said policy shall become effective on October 1, 2025.

RESOLVED this _____ day of September, 2025.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

**THE CITY OF POCATELLO
PUBLIC TRANSIT DEPARTMENT
DRUG / ALCOHOL TESTING POLICY**

POLICY STATEMENT

In recognition of the harmful effects that the use of illegal drugs and the misuse of alcohol can have on employees engaged in the transportation industry, **Pocatello Regional Transit** (hereafter referred to as "the City") has a responsibility to its drivers, and the public at large, to see that its transit employees in safety sensitive positions are both drug and alcohol free while on duty. This responsibility comes in light of the fact that employees who are under the influence of drugs or alcohol while on duty are more likely to cause accidents and injuries, both to themselves and co-workers, as well as the public at large.

Therefore, the City is implementing this Drug and Alcohol-Free Workplace Policy that includes within its provisions those regulations contained within the Department of Transportation (DOT) Controlled Substances and Alcohol Use and Testing, Procedures for Transportation Workplace Drug and Alcohol Testing, and Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, as contained in 49 CFR Parts 40, as amended, and 655 respectively. Employees must abide by the terms of the policy as a condition of employment.

Implementation Schedule

This policy is effective October 1, 2025 for City of Pocatello, Pocatello Regional Transit employees.

Covered Individuals

For purposes of this policy, covered individuals are those employees of the City of Pocatello, Public Transit Department who work in a position designated as "safety sensitive". A list of these positions by department and title is contained in Appendix A.

Safety sensitive positions are positions which:

- (1) Operate a revenue service vehicle, including when not in revenue service;
- (2) Operate a non-revenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- (3) Control dispatch or movement of a revenue service vehicle;
- (4) Maintain (including repair, overhaul, and rebuild) a revenue service vehicle or equipment used in revenue service.
- (5) Carry a firearm for security purposes.

Questions Regarding this Policy

The City hereby designates a representatives from the Legal Department (hereafter referred to as the City's contact person or Designated Employee Representative (DER)) as the person responsible for implementing and administering the City's Drug/Alcohol Testing Policy and for answering covered individuals' questions

relating to the provisions of this policy. The DER may be contacted in the Legal Department at (208) 234-6507 or ahenderson@pocatello.gov.

Covered Individuals' Use of Alcohol

The City is committed to ensuring that all covered individuals do not operate maintain, or repair a revenue service vehicle while under the influence of alcohol. Therefore, covered individuals of the City are not to consume alcohol within four (4) hours of reporting to work. Covered individuals are not to report to work or remain at work while having an alcohol concentration of .02 or greater. Covered individuals are prohibited from using or possessing alcohol while they are on duty.

Covered Individuals' Use of Illegal Drugs

The City has an absolute prohibition against an employee's use of illegal drugs, or the illegal use or misuse of prescription medication. Evidence that an employee has tested positive for the presence of illegal drugs or illegal use or misuse of prescription medication pursuant to a test given under the terms of this policy will be proof sufficient to establish the employee's violation of this provision.

Drugs tested for by the City are alcohol, marijuana, cocaine, amphetamines and methamphetamines, opioids, and phencyclidine (PCP).

DRUG AND ALCOHOL TESTING OF PROSPECTIVE AND CURRENT COVERED INDIVIDUALS

All covered individuals are required as a condition of employment to submit to drug and alcohol testing in accordance with federal statute 49 CFR Parts 40, as amended, and 655. A drug test can be performed any time a covered employee is on duty. An alcohol test can be performed just before, during or after the performance of a safety-sensitive function.

Pre-Employment Testing

All applicants that are offered a safety-sensitive position with the City of Pocatello, Public Transit Department shall undergo urine pre-employment drug testing.

(1) All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant shall not be hired into a covered position unless the applicant takes a drug test with a verified negative drug test result. If an applicant fails to appear for a pre-employment test in a timely fashion, it is not considered a refusal.

(2) A non-covered employee shall not be placed, transferred or promoted into a covered position that requires the performance of a safety-sensitive function until the employee takes a pre-employment drug test with a verified negative result.

(3) Covered employees, including applicants, may not perform a safety-sensitive function for the first time, until a pre-employment drug test has been administered with a verified negative drug test result.

(4) If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded. Failure of a pre-employment drug test will disqualify an applicant for consideration of

employment in a safety-sensitive position for a period of at least two years. The City shall advise the applicant of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs.

(5) When a covered employee or applicant has previously failed or refused a pre-employment drug test administered under 49 CFR Part 655, the employee must provide the City of Pocatello, Public Transit Department proof of having successfully completed a referral, evaluation and treatment plan in accordance with 49 CFR Part 655.62, subpart G. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with 49 CFR part 40, as amended, and a negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment follow-up testing and any subsequent treatment will be the sole responsibility of the applicant.

(6) When a pre-employment test for an employee being placed, transferred, or promoted from a non-covered position to a covered position results in a verified positive result, the employee shall be subject to disciplinary action.

(7) If a pre-employment drug test is canceled, or the employee in cases of transfers, an applicant shall be required to take another pre-employment drug test with a verified negative result.

(8) An applicant or employee with a dilute negative pre-employment test result will be required to retest.

(9) When a covered employee or applicant has not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and the employee has not been in the employer's random selection pool during that time, the employee shall be required to take a pre-employment drug test with a verified negative result.

As an employer, the City shall request applicants or any employee transferring into a safety-sensitive position to sign a written consent for the City to obtain specific information from any DOT regulated employer of the applicant, or employee, during any period within the two years prior to the date of the employee's application or transfer. Any applicant or employee that refuses to provide this written consent shall not be permitted to perform safety-sensitive functions. Information requested shall consist of the following:

- (1) Alcohol tests with a result of 0.04 or higher alcohol concentration;
- (2) Verified positive drug tests;
- (3) Refusals to be tested (including adulterated or substituted drug test results);
- (4) Other violations of DOT agency drug and alcohol testing regulations; and
- (5) With respect to any employee who violated a DOT drug and alcohol regulation, documentation of the employee's successful completion of DOT return-to-duty requirements (including follow-up tests).

Information concerning an applicant who has tested positive on a pre-employment test will be requested of the applicant directly if unavailable from the employer. The applicant or employee will be asked whether he or she has tested positive, or refused to test, on any pre-employment drug or alcohol test administered by an employer to which the employee applied for, but did not obtain, safety-sensitive transportation work covered by DOT agency drug and alcohol testing rules during the past two years. Any applicant or employee acknowledging that he or she had a positive test or refused to test shall not be allowed to perform a safety-sensitive function for The City of Pocatello, Public Transit Department until and unless the applicant or employee documents successful completion of the return-to-duty process.

As an employer from whom information is requested under the U.S. DOT rules, the City will maintain a written record of any information released, including the date, the party to whom it was released, and a summary of the information provided. Any information received from previous DOT regulated employers or the employee shall be kept confidential, as well as the good faith efforts made to obtain this information. This information shall be retained for three years from the date of the employee's first performance of safety-sensitive duties for the City of Pocatello, Public Transit Department.

Reasonable Suspicion

The City will require a covered individual to be tested for the use of alcohol, illegal drugs, or the use of prescription medication if an employee's physical appearance or pattern of behavior gives City officials reason to believe the employee is impaired because of substance abuse that would endanger their well-being, as well as the safety of fellow employees, or the general public. The basis of suspicion of drug and alcohol abuse must be specific, contemporaneous and articulable observations. When an employee is suspected of being under the influence of drugs or alcohol, the employee may be escorted to the collection site to avoid exposure to liability and prevent the opportunity to purchase or ingest anything that could affect the test result.

Supervisors will have completed and/or other company officers authorized by the City to make reasonable suspicion determinations shall receive at least 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse. A trained supervisor who has a reasonable suspicion that a covered individual is under the influence of alcohol or drugs must contact the Legal Department prior to making a test request and discuss the necessary procedures to follow for immediate testing and may request another trained supervisor to observe the employee. The supervisor must complete a form documenting the basis for the test performed within twenty-four (24) hours of making the test request (See Appendix B).

Examples which may trigger an interview for a "Reasonable Suspicion" test include, but are not limited to, the following:

- (1) Physical signs and symptoms consistent with substance use, or misuse of alcohol, e.g. odor of alcohol or marijuana or attempts to mask such odors, slurred speech, lack of motor skills, coordination, etc.
- (2) Evidence of the manufacture, distribution, dispensation, possession, or use of controlled substances, drugs, alcohol, or other prohibited substances such as drug paraphernalia, syringes, or empty cans or bottles, etc.

Random Testing

All covered employees will be subject to random, unannounced and unpredictable testing. The selection of employees shall be made by a scientifically valid method of randomly selecting employees from the appropriate pool of safety-sensitive employees.

- (1) Employees are required to proceed immediately to the collection site upon notification of their random selection. If the covered employee is performing a safety-sensitive function at the time of the

notification, they shall cease to continue performing the safety-sensitive function and proceed to the testing site immediately.

(2) The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year and conducted at all times of day when safety-sensitive functions are performed.

(3) The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations for those safety-sensitive employees subject to random testing by Federal regulations. Each year, the Administrator will publish in the Federal Register the minimum annual percentage rates for random drug and alcohol testing of covered employees. The new rates will be applicable starting January 1 of the calendar year following publication.

(4) Random drug tests can be conducted at any time a covered employee is on duty. Random alcohol tests shall only be performed just before, during, or just after the performance of a safety sensitive duty.

(5) Each covered employee shall be in the pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested.

Post-Accident

A covered individual operating a revenue service vehicle for the City that is involved in a reportable accident will be tested for both illegal drugs and alcohol as soon as practical. For terms of this policy a reportable accident means an occurrence involving a commercial motor vehicle operating on a public road which results in: (1) a fatality; (2) bodily injury to a person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or (3) one or more of the motor vehicles incurs disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle. In the case of a fatality, the covered individual will be tested regardless of fault. In the case of non-fatal accidents, the transit operator will be drug and alcohol tested unless the City determines, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident. The city will also drug test any other covered employee whose performance could have contributed to the accident as determined using the best information available at the time of the decision. Alcohol testing must be administered within two (2) hours of the accident and if not within two (2) hours, then within eight (8) hours. Drug testing must be administered within thirty-two (32) hours of the accident. Drug and alcohol testing is stayed to allow a covered employee to receive necessary medical attention following an accident and to assist in the resolution of the accident even if this requires the covered individual to leave the scene of the accident.

Any covered individual required to be tested under this section must remain readily available for such testing and such a covered individual may not consume alcohol within eight (8) hours of the accident. A covered individual who is involved in an accident requiring a drug and alcohol test must notify his/her supervisor who will then notify the risk manager of the accident. The covered individual involved in the accident must comply with those instructions given him/her relative to his/her taking a drug and alcohol test.

Specimen Collection Procedures and Test Result Notification

Adulteration or Submission of a Concealed Specimen

If, during the collection procedure, it is found that an effort is made by a covered individual to adulterate or substitute a specimen, a second specimen will be immediately requested and must be collected under direct observation. If a second specimen is provided, that specimen will be tested. If the request for a second specimen is refused, the collection monitor will inform the City contact of the covered individual's refusal to submit a true specimen. Such conduct by the covered individual will be considered as a refusal to provide a true specimen for testing.

In the event that a prospective or current employee submits a specimen that the laboratory later identifies as a diluted specimen, the City will advise the employee of that result and request that employee submit a second specimen. Such donors will be advised by the City not to drink any fluids prior to the test.

Drug / Alcohol Specimen Collection Procedures

All testing for illegal drugs will be done by the testing of a covered individual's urine specimen. All such testing will utilize the split specimen collection procedure. Under that procedure, each covered individual will have his/her urine specimen sealed in two separate containers and both sent to a Substance Abuse and Mental Health Services Administration (SAMHSA) certified laboratory for testing. If a covered individual's first specimen tests positive, that covered individual may request, within three (3) days of the positive notification, that the other specimen be tested at another SAMHSA laboratory. This second test will be done at the covered individual's expense unless the second test comes back negative. During the time the second specimen is being tested, that covered individual will be suspended with pay. All specimen collections will be conducted by personnel that have been instructed and trained in collection procedures set by the DOT. All testing for alcohol will be done by the use of a DOT approved breath testing device, operated by a trained and qualified breath alcohol technician (BAT).

Confidentiality and Reporting of Test Results

Drug and alcohol test results are confidential and the associated records are maintained within the Legal Department. The City's contact person and/or his designee are custodians of these records and maintain control of them. Only positive test results are communicated to other City officials and then only to the Department Head of the covered individual's department, the employee's direct supervisor, the Human Resources Director, the Mayor, and a member of the City's Legal Department, who are responsible for directing the employee's work assignments, administering City policy, and implementing disciplinary procedures. Test results, both positive and negative, may be communicated to other parties only with the written consent of the covered individual.

Notification of Test Results

The City will be notified of alcohol test results immediately after testing is complete from the collection site by the breath alcohol technician (BAT) directly. The City has arranged that all drug test results will be forwarded to the City through a third part administrator (TPA) as the representative of the City, and the Medical Review Officer (MRO). Prior to the City being informed that a prospective or current covered

individual has tested positive for illegal drugs, the covered individual will be offered an opportunity to follow up on such information as is appropriate. Any covered individual who is taking a prescription drug that may have been the cause of a positive test result will be asked to provide the name of the medication and the identity of the prescribing physician for verification. If this is verified, the covered individual's test result will be reported as negative. If, after consideration of the matter, the MRO finds no reason to doubt the validity of the positive test, that result will be conveyed to the City's contact person, as well as the identity of the drug.

If the covered individual cannot be located, the MRO, or his representative, may request that the City's contact person arrange for the covered individual to contact the MRO as soon as possible to discuss the results of the positive test. The MRO will communicate a positive result to the City without discussing the result with the covered individual if the covered individual expressly declines the opportunity to discuss the results of the test, or the covered individual is instructed by the City to contact the MRO but fails to do so within 72 hours.

Refusal to Submit to a Drug or Alcohol Test

A covered individual performing safety-sensitive duties for the City may not refuse to take a drug or alcohol test when requested to do so, consistent with the terms of this policy. Such a refusal will be considered equivalent to testing positive for illegal drugs or alcohol and is a violation of City policy.

All covered employees will be subject to urine drug testing as a condition of ongoing employment with the City of Pocatello, Public Transit Department in accordance with 49 CFR Part 655. Any safety-sensitive employee who refuses to comply with a request for testing shall be immediately removed from duty, referred to a substance abuse professional for evaluation, and subject to discipline. As a covered employee, you have refused to take a drug or alcohol test if you:

- (1) Fail to appear for a drug or alcohol test, with the exception of a pre-employment test, within the specified time frame as determined by the City, after being directed to do so;
- (2) Fail to remain at the testing site until the testing process is complete;
- (3) Fail to attempt to provide a urine specimen for any drug test, or fail to attempt to provide a saliva or breath specimen, as applicable; required by 49 CFR Parts 40, as amended, 655 or DOT agency regulations;
- (4) Fail to provide a sufficient amount of urine when directed, or fail to provide a sufficient breath specimen, and it has been determined, through a required medical evaluation, that there was not adequate medical explanation for the failure;
- (5) In the case of a directly observed or monitored collection in a drug test, fail to permit the observation or monitoring of your provision of a specimen;
- (6) Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly-observed test;
- (7) Possessing or wearing a prosthetic or other device used to tamper with the testing process;
- (8) Admitting to the adulteration or substitution of a specimen to the collector or MRO;
- (9) Fail to undergo a medical examination or evaluation, as directed by the MRO as part of the verification process or as directed by the DER as part of the "shy bladder" or insufficient breath procedures;
- (10) Fail or decline to take a second test the employer, DER, or collector has directed you to take;
- (11) Fail to cooperate with any part of the testing process (e.g. refusing to empty pockets when so directed by the collector, behaving in a confrontational way that disrupts the collection process);

- (12) Fail to sign the certification at Step 2 of the Alcohol Testing Form (ATF) for alcohol testing; or
- (13) Provide a urine specimen that produces a verified adulterated or substituted test result verified by an MRO.

Note: As an employee, when you refuse to take a non-DOT test or to sign a non-DOT form, you have not refused to take a DOT test. There are no consequences under DOT agency regulations for refusing to take a non-DOT test for drugs or alcohol.

Any covered employee who is suspected of providing false information in connection with a drug test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an additional collection. Verification of the above listed actions will be considered a test refusal and will result in the employee's removal from duty and discipline. Refusal can also include a verbal or written declaration. Such refusals constitute a violation of the City's drug and alcohol program policy.

As an employee, you have refused to take a drug test if you fail to appear for any test (except a pre-employment test or employees being transferred into safety-sensitive positions) within a reasonable time, as determined by the employer. Consistent with applicable DOT agency regulations, after being directed to do so by the employer failure to complete the testing process once testing commences is considered a refusal to submit in pre-employment instances.

Effect of Testing Positive For Drugs Or Alcohol

For purposes of this policy, an employee tests positive for alcohol when that employee's blood alcohol concentration (BAC) is .04 or above. If a covered individual/current employee tests between .02 and .039 BAC, that employee will not be allowed to perform work for the City for at least 8 hours or until their next regularly scheduled shift, whichever is longer. Any employee who twice tests between .02 and .039 BAC in a year's time will be treated as the equivalent of testing positive for alcohol.

Any prospective employee who tests positive for the presence of illegal drugs or alcohol or who tested positive for drugs or alcohol within the past two (2) years while employed by another employer will not be hired.

Any covered individual who tests positive for illegal drugs or alcohol will immediately be removed from his or her safety sensitive function and be referred to a substance abuse professional for evaluation. Said covered individual will additionally be terminated from employment with the City regardless of whether the employee wishes to contact the referred substance abuse professional and complete the treatment program and follow up testing at their own expense.

Any current employee who tests positive for the presence of illegal drugs or alcohol will be terminated from employment with the City.

City of Pocatello Additional Drug and Alcohol Testing Policies

The policies under this section are adopted by the City of Pocatello. The provisions of this section are included as a matter of City policy and are more stringent than those required by the federal implementing regulations. None of the policies in this section are to be construed as to be required by the Department of Transportation.

Other employees of the City of Pocatello in positions requiring a Commercial Drivers License are tested under 49 CFR Part 382 Regulations. In all cases, including drivers also covered under 49 CFR Part 655, the covered individual will be tested if he/she receives a traffic citation in connection with an accident which otherwise meets the criteria for requiring drug/alcohol testing.

Brian C. Blad, Mayor

Date

Appendix A

Positions subject to Drug and Alcohol Testing under 49 CFR Part 655 Regulations (Safety Sensitive Positions)

Pocatello Regional Transit

Facilities Maintenance Worker
Part-Time Transit Driver
Transit Director/ADA Coordinator
Transit Driver
Transit Dispatcher
Transit Operations Shift Supervisor
Transit Maintenance Supervisor
Transit Operations Manager
Mechanic

Appendix B-1
City of Pocatello, Public Transit Department

REASONABLE SUSPICION INDICATORS

Manager/Supervisor: This form is to be used to substantiate and document the objective facts and circumstances leading to a reasonable suspicion determination. After careful observation of the employee's behavior, please check all of the short-term indicators that denote a possible link to the employee's use of prohibited alcohol or drugs.

Employee Name _____ Job Title _____

Supervisor Name _____

Second Supervisor _____ (if applicable)

A. Incident/Cause for Suspicion

- ☐ Apparent drug or alcohol intoxication
- ☐ Abnormal or erratic behavior
- ☐ Observed/reported possession, dispensation, or use of prohibited substance
- ☐ Arrest or conviction for drug-related offense(s)

B. Body Behavior

- ☐ Nausea or vomiting
- ☐ Extreme fatigue/sleeping on job
- ☐ Dizziness or fainting
- ☐ Highly excited or nervous
- ☐ Odor of alcohol

C. Body Appearance

- ☐ Either very flushed or very pale
- ☐ Excessive sweating or skin clamminess
- ☐ Dry mouth, frequent swallowing, wetting lips frequently
- ☐ Disheveled appearance/out of uniform

D. Body Movements

- ☐ Unsteady walk, poor coordination
- ☐ Shaking hands/body, tremors, twitches
- ☐ Breathing irregularly, or with difficulty
- ☐ Loss of physical control

E. Eyes

- ☐ Bloodshot
- ☐ Dilated or constricted pupils

F. Speech

- ☐ Slurred or incoherent speech
- ☐ Repetitious, rambles

G. Behavioral Indicators Noted

- ☐ Verbal Abusiveness
- ☐ Physical abusiveness
- ☐ Extreme aggressiveness or unresponsiveness
- ☐ Inappropriate response to questioning or instructions
- ☐ Erratic/inappropriate behavior, hallucinations, disorientation, confusion, talkativeness, euphoric – (Circle all that apply)

Written summary including any pertinent information not noted above

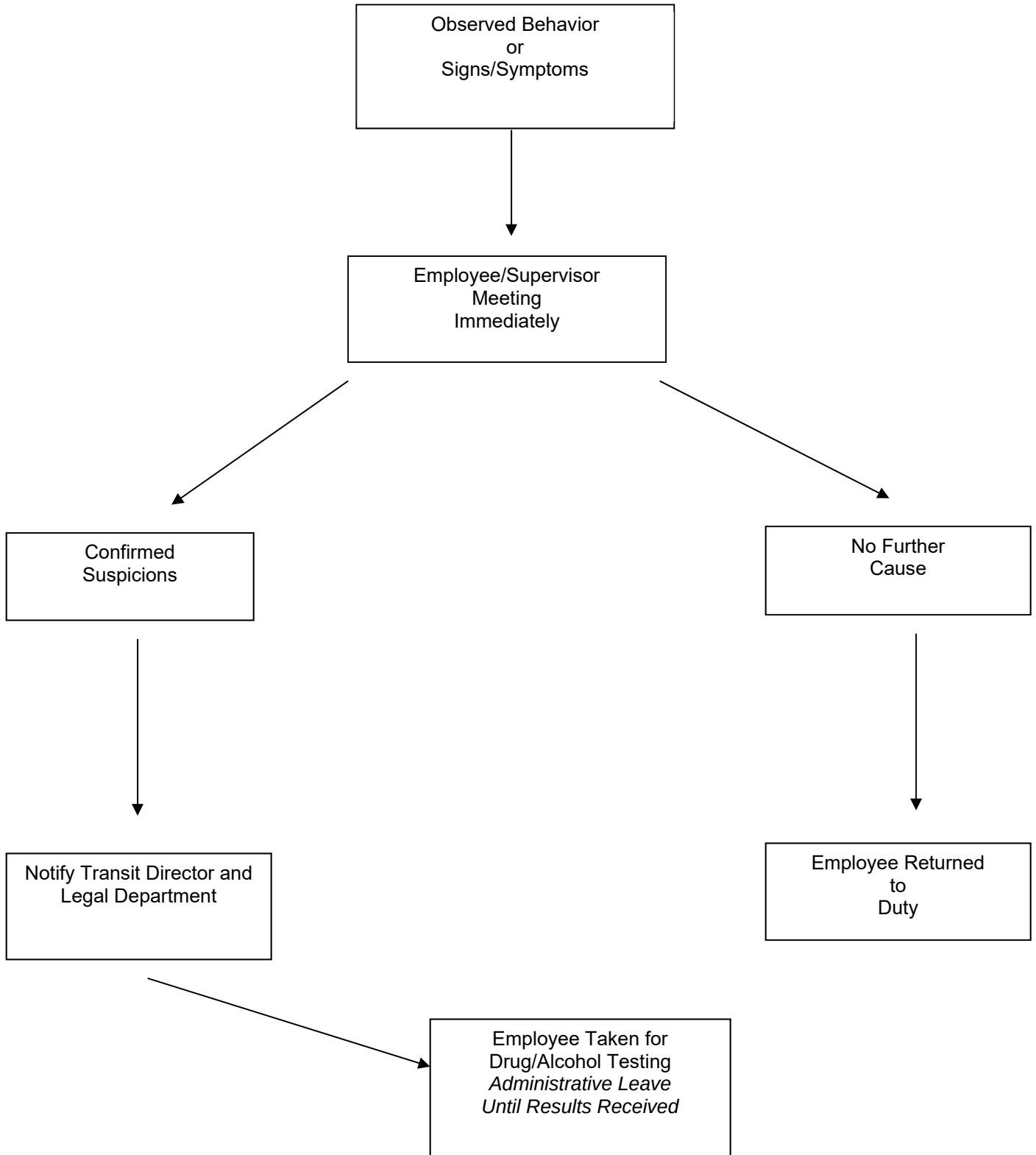
Reasonable Suspicion Test Performed Yes ☐ No ☐ Date ____/____/____ Time _____

Reasonable Suspicion Test Refused Yes ☐ No ☐ Date ____/____/____ Time _____

Signature of Supervisor _____ Date ____/____/____ Time _____

Appendix B-2
City of Pocatello, Public Transit Department

REASONABLE SUSPICION PROCESS



ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, ANNEXING AND ZONING APPROXIMATELY 12.4 ACRES OF LAND OF THE PARENT PARCEL RPR3853028016, SAID PROPERTY MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” OF THIS ORDINANCE; PROVIDING SAID LAND BE ZONED AS RESIDENTIAL LOW DENSITY (RL); WITH CONCURRENT COMPREHENSIVE PLAN LAND USE MAP DESIGNATION OF RESIDENTIAL (R); PROVIDING FOR THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO STATE TAX COMMISSION AND WITH THE BANNOCK COUNTY AUDITOR, TREASURER, AND ASSESSOR IN ACCORDANCE WITH IDAHO CODE §§50-223 AND 63-215; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, there are certain lands lying contiguous or adjacent to the City of Pocatello, subject to annexation in accordance with the provisions of Idaho Code §50-222; and

WHEREAS, application was made by McCormick Ranch, LLC for annexation of these lands; a Public Hearing was held on July 9, 2025, before the Planning and Zoning Commission; and a second Public Hearing was held before the City Council on August 7, 2025, to hear testimony regarding the proposed annexation and zoning designation; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Pocatello and the residents thereof that the said lands, heretofore described in this title and hereinafter described in this Ordinance, be annexed by the City of Pocatello and be simultaneously zoned.

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

Section 1: That the subject lands described in Exhibit A of this Ordinance be hereby
annexed and made a part of the City of Pocatello.

Section 2: That the official zoning map adopted by the City of Pocatello be hereby
amended to establish said land be zoned as Residential Low Density (RL).

Section 3: That the land described in Exhibit A of this Ordinance be designated
Residential (R) in the City's Comprehensive Plan Land Use Map.

Section 4: That immediately after the passage, approval, and publication of this
Ordinance according to law, the City Clerk is hereby directed to file with the Bannock County
Auditor, Treasurer, and Assessor, and with the Idaho State Tax Commission, a certified copy of
this Ordinance.

Section 5: That upon the passage, approval, and publication of this Ordinance
according to law, the incorporated limits of the City of Pocatello shall extend to and include the
lands described in Exhibit A of this Ordinance and thereafter all property and persons within
the limits of the lands herein annexed shall be subject to all of the provisions of the laws of the
City of Pocatello and to the police regulations thereof.

Section 6: That this Ordinance shall be in full force and effect from and after its
passage, approval, and publication according to law.

PASSED AND APPROVED this ____ day of _____, 2025.

CITY OF POCA TELLO, 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 _____, 2025, 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 _____
Commission Expires _____

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BEING MARKED BY 5/8" REBAR WITH AN ALUMINUM CAP AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 20715537; THENCE ALONG THE EAST LINE OF SAID SECTION 28, NORTH 00°49'31" EAST 1181.12 FEET; THENCE NORTH 89°10'29" WEST 868.68 FEET TO THE SOUTHWEST CORNER OF POCATELLO CITY LIMITS, ORDINANCE NO. 2789, INSTRUMENT NO. 20614097, COMMON WITH CENTERLINE STATION 20+94.30 OF BAN-NOCK COUNTY TRAIL CREEK ROAD SURVEY AS SHOWN ON THE PLAN AND PROFILE SHEET FILED UNDER SECTION 27 AND 28, DRAWER NO. 8, ON FILE IN THE COUNTY, ALSO BEING THE POINT OF BEGINNING; THENCE IN A SOUTHWESTERLY DIRECTION ALONG A NON-TANGENT CURVE WITH A 286.48 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH THE RADIUS BEARS SOUTH 04°18'58" EAST; THENCE SOUTHWEST-ERLY 202.50 FEET ALONG THE ARC OF SAID 286.48 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 40°30'00" AND A LONG CHORD THAT BEARS SOUTH 65°26'02" WEST 198.31 FEET; THENCE ALONG THE SOUTH LINE OF WARRANTY DEED, INSTRUMENT NO. 22300943 THE FOLLOWING FOUR COURSES; (1) THENCE NORTH 58°42'00" WEST 202.97 FEET; (2) THENCE NORTH 27°44'33" WEST 143.54 FEET; (3) THENCE NORTH 55°59'09" WEST 138.39 FEET; (4) THENCE NORTH 89°52'33" WEST 114.91 FEET; THENCE NORTH 00°23'50" EAST 143.85 FEET TO POINT OF NON-TANGENCY WITH A 330.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHWEST OF WHICH THE RADIUS BEARS NORTH 20°36'43" WEST; THENCE SOUTHWESTERLY 20.61 FEET ALONG THE ARC OF SAID 330.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°34'44" AND A LONG CHORD THAT BEARS SOUTH 71 °10'39" WEST 20.61 FEET; THENCE NORTH 17°01'59" WEST 60.00 FEET; THENCE NORTH 18°44'38" WEST 98.02 FEET; THENCE NORTH 46°48'11" EAST 91.26 FEET TO A POINT OF NON-TANGENCY WITH A 330.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST OF WHICH THE RADIUS BEARS NORTH 46°48'11" EAST; THENCE NORTHWESTERLY 52.31 FEET ALONG THE ARC OF SAID 330.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 09°04'58" AND A LONG CHORD THAT BEARS NORTH 38°39'20" WEST 52.26 FEET; THENCE NORTH 55°53'09" EAST 161.47 FEET TO THE WEST LINE OF WARRANTY DEED, INSTRUMENT NO. 22412821; THENCE ALONG SAID WEST LINE, SOUTH 22°32'18" EAST 50.40 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED SRSI PLS 843; THENCE ALONG THE SOUTH LINE OF SAID WARRANTY DEED, INSTRUMENT NO. 22412821, NORTH 68°40'24" EAST 609.49 FEET TO THE WEST LINE OF POCATELLO CITY LIMITS, ORDINANCE NO. 2789, INSTRUMENT NO. 20614097; THENCE ALONG SAID WEST LINE THE FOLLOWING ELEVEN COURSES; (1) THENCE SOUTH 34°28'56" EAST 104.45 FEET; (2) THENCE SOUTH 52°15'04" WEST 176.12 FEET; (3) THENCE SOUTH 57°34'13" EAST 193.73 FEET; (4) THENCE SOUTH 78°34'39" EAST 168.51 FEET; (5) THENCE SOUTH 00°21'17" WEST 13.84 FEET TO A POINT OF TANGENCY WITH A 135.00 FOOT RADIUS CURVE

CONCAVE TO THE NORTHWEST OF WHICH THE RADIUS BEARS NORTH $89^{\circ}38'39''$ WEST; (6) THENCE SOUTHWESTERLY 91.85 FEET ALONG THE ARC OF SAID 135.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $38^{\circ}58'56''$ AND A LONG CHORD THAT BEARS SOUTH $19^{\circ}50'49''$ WEST 90.09 FEET; (7) THENCE SOUTH $39^{\circ}20'17''$ WEST 348.82 FEET TO A POINT OF TANGENCY WITH A 90.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH THE RADIUS BEARS SOUTH $50^{\circ}39'50''$ EAST; (8) THENCE SOUTHWESTERLY 86.47 FEET ALONG THE ARC OF SAID 90.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $55^{\circ}02'55''$ AND A LONG CHORD THAT BEARS SOUTH $11^{\circ}48'43''$ WEST 83.18 FEET; (9) THENCE SOUTH $15^{\circ}42'45''$ EAST 26.49 FEET; (10) THENCE SOUTH $30^{\circ}26'09''$ WEST 51.81 FEET; (11) THENCE SOUTH $04^{\circ}18'58''$ EAST 33.00 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 12.426 ACRES, MORE OR LESS.