

# AGENDA

## CITY OF POCATELLO REGULAR CITY COUNCIL MEETING

NOVEMBER 6, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

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

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In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at [sbeebe@pocatello.gov](mailto: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.

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

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

allow for public comment during the discussion/consideration process.

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RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a ten-minute recess to allow Council members and participants a brief rest period.

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## 1. ROLL CALL AND PLEDGE OF ALLEGIANCE

## 2. INVOCATION

The invocation will be offered by Pastor Jennifer Green, representing Rocky Mountain Ministries.

## 3. CONSENT AGENDA

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

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings: Work Session meeting of August 14, 2025; and Clarification and Regular City Council meetings of August 7 and August 21, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of October 15-31, 2025.

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. FINAL PLAT APPLICATION - TRAIL CREEK ESTATES DIVISION 5

Council may wish to approve a final plat application submitted by McCormick Ranch, LLC, represented by Brady Smith of Avyant (mailing address: 161 Jefferson Avenue, Pocatello, ID 83201) to subdivide approximately 7.93 acres (more or less) into 14 lots for a townhome development. The property is zoned Residential Low Density (RL) and is located west of the intersection of Balboa Road and Champlaine Street. The Planning and Zoning Commission recommended approval of the application with conditions following a public hearing on July 9, 2025. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-6.PDF**

## 7. IDAHO PARKS AND RECREATION (IDPR) 2026 RECREATIONAL TRAIL PROGRAM (RTP) GRANT AWARD DENIAL AND SIMPLOT DONATION ACCEPTANCE

Council may wish to consider the following items regarding the Simplot River Access Trailhead project:

- a) Reject the acceptance of the 2026 IDPR RTP grant for the Simplot River Access Trailhead; and
- b) Accept a donation from Simplot for the remaining project costs for the Simplot River Access Trailhead project and approve expenditure of the funds, and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-7.PDF**

## 8. PROFESSIONAL SERVICE AGREEMENT - WATER SYSTEM

## **FACILITY PLAN UPDATE**

Council may wish to accept staff recommendation and approve a Professional Service Agreement - Water System Facility Plan Update between the City of Pocatello and Keller Associates, in the amount of \$432,900.00 and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Funding for the project is available in the FY2026 Water Department budget. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-8.PDF**

## **9. BACKGROUND CHECK USER AGREEMENT - VERIFIEDFIRST**

Council may wish to accept the recommendation of staff and approve an end user agreement with VerifiedFirst for background check services and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

**AGENDA-ITEM-9.PDF**

## **10. AIRPORT LEASE AGREEMENTS AND RESOLUTIONS - AIRPORT**

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

- a) Aaron Bowman and Jared Smith- 1,760 square foot City-owned hanger. The lease term will be five (5) years and rental rate will be \$324.20 per month;
- b) Civil Air Patrol – 1,760 square foot City-owned hanger. The lease term will be five (5) years and rental rate will be \$77.45 per month;
- c) Bob Howard Larson Trust - 5,990 square feet of property upon which the trust owns a hangar. The lease term will be fifteen (15) years and rental rate will be \$1,377.70 per year;
- d) Butch McDougall and Ashley McDougall - 5,649.81 square feet of property upon which Mr. McDougall and Ms. McDougall own a hangar. The lease term will be thirty (30) years and rental rate will be \$1,299.46

per year;

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

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

Documents:

**AGENDA-ITEM-10.PDF**

## **11. 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.)

## **12. ADJOURN**



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

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

Mayor Brian Blad called the City Council Clarification meeting to order at 5:34 p.m. Council members present were Dakota Bates, Rick Cheatum, Linda Leeuwrik, Corey Mangum, and Hayden Paulsen. Brent Nichols was excused.

**AGENDA ITEM NO. 2: DISCUSSION**

Mayor Blad and City Council members discussed items listed on the August 7, 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 5:45 p.m.

APPROVED BY:

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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  
AUGUST 7, 2025**

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

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

Mayor Blad led the audience in the pledge of allegiance.

**AGENDA ITEM NO. 2: INVOCATION**

The invocation was offered by Pastor Nathan Abbate, representing Calvary Chapel Pocatello.

**AGENDA ITEM NO. 3: CONSENT AGENDA**

Council was asked to consider the following business items:

- (a) MATERIAL CLAIMS**  
Approve the Material Claims for the period of July 16-31, 2025 in the amount of \$1,548,969.82.
- (b) INVESTMENT AND AUDIT COMMITTEE STAFF APPOINTMENT**  
Confirm the Mayor's appointment of staff member Chantelle Macy, Budget Manager, to serve on the City's Investment and Audit Committee. Chantelle's term will begin August 8, 2025.
- (c) POCATELLO ARTS COUNCIL APPOINTMENT**  
Confirm the Mayor's appointment of Emma Fox to serve as a member of the Pocatello Arts Council, replacing Cameron Dey who resigned. Emma's term will begin August 8, 2025 and expire August 17, 2027.
- (d) CITY COUNCIL DECISION – AMENDING THE FUTURE LAND USE MAP FOR THE CITY OF POCATELLO RELATED TO NORTHGATE PARKWAY**  
Adopt the Council's decision to amend the Future Land Use Map for the City of Pocatello, related to Northgate Parkway, re-designating the subject property from Commercial (C) to Mixed Use (MU) and to rezone the subject property from Commercial General (CG) to Residential Commercial Professional (RCP).

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

**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: August 14 City Council Work Session at 9:00 a.m.; August 21 Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.

Mayor Blad announced the Summer Sizzler Fun Run on August 9, contact the Parks and Recreation Department for more information; August 16 is the Annual Portneuf River cleanup from 10:00 a.m. to 12:00 p.m., meet at the Pacific Recycling trailhead and bring work gloves and other tools to help clean the river of trash and debris, please contact the Science and Environment Division for more information; First date to file for Candidacy begins August 18 at 8:00 a.m. for Mayor and City Council seats 4, 5 and 6, and the final day to file for candidacy is August 29 at 5:00 p.m.; August 18 - September 1 is the annual maintenance for the Community Recreation Center, the front desk will remain open but all other areas will be closed for maintenance; August 24 is the last day of the season at the Ross Park Aquatic Center; August 25 from 4:00 p.m. to 7:00 p.m. is the Welcome Back Orange and Black event for ISU Students at Lookout Point in Historic Downtown; The open burn ban in Wildland-Urban Interface areas continues.

Mr. Cheatum shared information regarding the America 250 program, which will commemorate the 250th anniversary of the Declaration of Independence. He explained that citizen signatures are being collected on scrolls statewide to be compiled into a large document for display in the State Capitol rotunda on July 4, 2026. He also introduced "Spudjamin Franklin," a potato themed character created by State Treasurer Julie Ellsworth, and invited attendees to sign the scroll after the meeting.

**AGENDA ITEM NO. 6: PUBLIC HEARING – PROPOSED FISCAL YEAR 2026 FEE CHANGES**

This time was set aside for the Council to hear comments from the public on proposed fee changes for Fiscal Year 2026.

Mayor Blad opened the public hearing.

Anne Nichols, Chief of Staff, gave an overview of the proposed Fiscal Year 2026 fee changes and said that fees were presented at the May 15 Budget Development meeting, with follow-up discussions on July 10. She explained that proposed increases are due to additional program costs and efforts to recover costs through user fees rather than across-the-board tax increases. She noted that updated fees would take effect October 1, 2025. Ms. Nichols said a public hearing is required for increases of 5% or more, new fees, name changes for clarity, or moving fees between code, resolution, or exhibits. She stated that proposed changes included Airport, Alcohol and Business Licenses, Cemetery, Childcare Licensing, Commercial Activities, Construction Trades, Engineering, Fire, GIS, Library, Parks and Recreation, Planning and Development, Public Records, Sanitation, Water, and Water Pollution Control. Ms. Nichols shared that the final vote is scheduled for August 21.

In response to questions from Council, Mallarie Bascom, Licensing Officer, explained that the sexually oriented business licensing fee was reduced to align with fees for other





businesses requiring similar background checks and inspections, ensuring consistency with actual overhead costs.

In response to questions from Council, Richard Bigalow, Building Official, explained that a hydronic system is in-floor radiant heating using hot water. He also noted that for commercial or industrial projects, moving or replacing a single fixture requires a permit, while typical residential replacements do not.

Mayor Blad announced that no written correspondence had been received.

Nikki Taysom, Pocatello resident, spoke in opposition to the proposal. She expressed concern that fees for businesses such as alcohol, tobacco, and sexually oriented establishments contribute to community problems and reflect broader issues she sees with local governance and taxation.

Ms. Nichols reminded Council members that the final decision on fee changes is scheduled to be considered August 21.

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

**AGENDA ITEM NO. 7: PUBLIC HEARING – PROPOSED FISCAL YEAR 2026 FORGONE TAX LEVY**

This time was set aside for the Council to hear comments from the public regarding the proposal to levy the forgone amount for Fiscal Year 2026 to be included in the Fiscal Year 2026 Budget, in accordance with Idaho Code §63-802.

Mayor Blad opened the public hearing.

Anne Nichols, Chief of Staff, explained the proposed use of forgone tax dollars. She explained that under Idaho Code 63-802, Pocatello's current forgone balance is \$5,423,454. The City had initially proposed using the maximum allowable amount of \$359,614, but after accounting for the Avista electric rate judgment of \$101,044 and receiving final L-2 revenue numbers from Bannock County, she recommended reducing the amount to \$19,728 to avoid double-billing citizens. This amount is needed to balance the budget as presented on July 10. Unused forgone funds will remain in the City's balance and may be brought back for a resolution before December 31, 2025. Ms. Nichols shared that the final decision is scheduled to be considered August 21, 2025.

Mayor Blad announced that no written correspondence had been received.

Heather Disselkoen, Pocatello resident, spoke uncommitted to the proposal. She requested clarification on the forgone reduction, mentioning there wasn't a document attached with this item in the agenda packet, and asked if the \$19,728 use reflects recovery of the electrical judgment while preserving the remaining forgone balance.

Nikki Taysom, Pocatello resident, spoke in opposition to the proposal. She felt that taxation without just compensation is unconstitutional and stated that excess funds should be returned to citizens to support fairness and self-sufficiency, rather than being retained by the City.



In response to questions from Council, Ms. Nichols clarified that the reduced forgone amount reflects recouping the Avista electric rate judgment. She also explained that the City's \$5,423,454 forgone balance represents authorized levy authority, not actual funds in an account, and the City has chosen not to levy that full amount but may do so in future years.

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

**AGENDA ITEM NO. 8: PUBLIC HEARING – PROPOSED FISCAL YEAR 2026 BUDGET**

This time was set aside for the Council to hear comments from the public regarding the proposed Fiscal Year 2026 City Budget.

Mayor Blad opened the public hearing.

Anne Nichols, Chief of Staff, presented updates for the proposed FY2026 budget. Since the July 10 Work Session, Bannock County provided the final L-2 revenue numbers, which came in higher than anticipated. The City is recouping the Avista electrical rate judgment of \$101,044 this year. With these changes and the July 10 Council direction, the general fund reserve use decreased from \$853,504 to \$611,140. She explained the recommended forgone use is only \$19,728 out of the possible \$359,614. She stated reserves cover general fund, water department projects, ARPA projects, and federal aid projects. The total tax ask for FY2026 is \$35,865,971, which is less than the allowable amount under state code. The final Bannock County L-2 figures showed an increase in new construction (\$307,541) and annexation (\$288,410). Ms. Nichols emphasized that recouping the Avista judgment reduces the forgone ask to avoid a double burden on citizens. The final budget decision is scheduled for Council consideration on August 21, 2025. In response to questions from Council, Ms. Nichols clarified that an abbreviation on the budget spreadsheet on departmental line item 001-800 should read "contingency," explaining it was added in anticipation of annexation revenue, which has now been received.

Mayor Blad announced that no written correspondence had been received.

Heather Disselkoen, Pocatello resident, spoke in opposition to the Fiscal Year 2026 budget. She feels it is unsustainable, relies too heavily on reserves, and includes questionable revenue projections and fees. She also feels public input has little effect and that the City continues to delay addressing financial challenges.

Nikki Taysom, Pocatello resident, spoke in opposition to the proposed budget. She feels the City is involved in areas outside its proper role, such as recreation and golf operations, and raised concerns about inefficiency, grant reliance, and adherence to constitutional limits on government spending.

Ms. Nichols shared that the final vote is scheduled to be considered August 21, 2025.

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



**AGENDA ITEM NO. 9: PUBLIC HEARING – VACATION OF RIGHT OF WAY:  
KARCHNER HOMES – SAUNTER LANE**

This time was set aside for the Council to hear comments from the public regarding a request by Karchner Homes, (mailing address: 1075 South Utah Avenue, Suite 100, Idaho Falls, ID 84302) to vacate the public's interest of 0.5 acres (more or less) of Saunter Lane extending from Wayfarer Street south through the cul-de-sac of Saunter Lane. Staff recommends approval of the application with conditions.

Mayor Blad opened the public hearing.

Council members announced there had been no ex parte communication.

Becky Babb, Planning Manager, gave an overview of the application submitted by Karchner Homes to vacate approximately half an acre of Saunter Lane extending south from Wayfarer Street. She explained that all nearby property owners and utilities were notified, and staff identified no foreseen negative effects as a result of the vacation. Ms. Babb stated the applicant owns all adjoining properties and plans to redevelop the area with multifamily housing consistent with surrounding uses. She confirmed the proposal meets City and state code criteria and that, if public works recommendations are followed, no rights of adjacent property owners or utilities would be affected. In response to questions from Council, Ms. Babb clarified that the City is not giving the property to the applicant but vacating the right-of-way. She noted that the applicant already owns all adjacent lots to the east and west.

In response to questions from Council, Merrill Quayle, Public Works Engineer, explained that the area in question is a public right-of-way dedicated to the public through the Crossings Division One plat, not property owned by the City. He noted that the City administers the right-of-way within its jurisdiction and must follow state statutes for its vacation. In this case, ownership of the vacated area would typically be split between adjacent property owners, but since Karchner Homes owns both sides, the full area would revert to them. He added that easements will remain in place for necessary utilities, including water, Idaho Power, and Intermountain Gas.

In response to a question from Council, Ms. Babb confirmed that the City received approximately eight (8) written public comments regarding the proposed vacation, all in opposition from nearby property owners. Copies of the comments were provided to Council members for review.

Mayor Blad called a recess at 6:45 p.m.

Mayor Blad reconvened the meeting at 6:49 p.m.

Mayor Blad announced that Council members received all written comments totaling approximately 11 documents.

Mayor Blad announced that no further written correspondence had been received.

Norma Jordan, Pocatello resident, spoke in opposition to the proposal. She stated she is a Saunter Lane resident and adjacent property owner. She feels frustrated and



overlooked as a homeowner and parent, saying the project threatens her family's privacy, safety, and peace. She feels anxious about increased traffic, noise, and the impact on property values, and believes the developer cannot truly represent the neighborhood. Ms. Jordan feels the City did not adequately consider the project's effect on residents and that preserving the area's single-family character is in her best interest.

Daniel Robinson, Pocatello resident, spoke in opposition to the proposal. He stated he is a Saunter Lane resident and adjacent property owner. He expressed concern that the project will increase traffic, reduce safety, and negatively impact property values. He feels the developer has made no effort to sell lots for single-family homes and that converting the area to multifamily housing will harm the neighborhood's character and existing residents' interests.

Don Bosworth, Pocatello resident, spoke in opposition to the proposal for his business associate George Stephens and other financial interests in the subdivision. He feels concerned the cul-de-sac vacation will significantly increase residential density, potentially five to eight times more than originally proposed. He feels this change is unfair to residents who relied on the original plat and developer promises, including age restrictions. He also noted that the property owners do not meet Covenants, Conditions and Restrictions (CC&R) requirements to make such changes and expressed concern about honoring contractual obligations and protecting investors' interests.

Patty Owens, Pocatello resident, spoke in opposition to the proposal. She stated her home on Trekker Ridge was one of the first in the Crossings Subdivision and expressed concern that the original plan for single-family homes and a 55+ community has been altered. She feels the proposed townhome development will increase traffic, congestion, and safety risks, particularly near Chubbuck and Olympus Roads, and negatively impact the neighborhood's quiet character and property values.

Nikki Taysom, Pocatello resident, spoke in opposition to the proposal. She stated she is concerned the developer would gain half an acre to build apartments, which she feels will increase traffic, noise, and safety risks, lower property values, and negatively impact the neighborhood's character. She expressed frustration with previous unfulfilled development promises and worries about the long-term effects on residents, particularly retirees and children.

Susan Stephens, Pocatello resident, spoke in opposition to the proposed vacation. She stated she is a Trekker Ridge resident and expressed frustration at the short notice of the proposal. She supports her neighbors' concerns, feels there are better locations for apartments, and agrees that existing Northgate apartments are an eyesore.

In response to a question from Council, Ms. Babb clarified that notices were sent to all properties within 300 ft, the application before the Council is only for the cul-de-sac and right-of-way vacation, and that Karchner Homes owns all properties immediately adjacent to the requested vacation. She also noted that CC&R's are private agreements between homeowners and homeowner associations and are not enforced or reviewed by the City.

In response to a question from Council, Mr. Quayle confirmed that the City does not enforce or review CC&R's or other Homeowner Association agreements. The City only



requests a recorded copy to keep in the subdivision file and to note the recording number on the plat for public awareness.

In response to questions from Council, Ms. Babb clarified that the 300-foot notice requirement comes from state statute. She confirmed that written notice must be sent at least 10 days before the public hearing to all property owners within 300 feet of the area and published in the official City newspaper once a week for two (2) consecutive weeks, with the last publication at least seven (7) days prior to the hearing. She confirmed notices were sent on July 17. She explained that the vacation of the right-of-way does not affect the types of development allowed on the property. She clarified that townhomes are considered single-family dwellings under City Code and that the property could be developed with multiple houses per lot or other uses permitted in the RCP zoning district. She emphasized that CC&Rs are private agreements the City does not enforce, and the property owner may develop the land in any way allowed by zoning, regardless of whether the right-of-way is vacated or not. Ms. Babb explained that the property is currently zoned RCP (Residential Commercial Professional), and the owners may develop it according to that zoning. She also confirmed that the cul-de-sac exists as a curb, gutter, and asphalt street, so any changes would require reconstruction.

In response to a question from the Council, Mr. Quayle stated that the area was zoned RCP at the time of annexation and has remained the same since it was originally platted.

In response to a question from Council, Jared Johnson, City Attorney, explained that if the Council chooses not to approve the vacation, the applicant could seek judicial review, and a court would determine whether the Council properly applied the vacation criteria. He confirmed that this applies because the cul-de-sac is a public right-of-way under the City's jurisdiction.

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

A motion was made by Mr. Bates, seconded by Mr. Paulsen, to approve a request by Karchner Homes, to vacate the public's interest of 0.5 acres (more or less) of Saunter Lane extending from Wayfarer Street south through the cul-de-sac of Saunter Lane 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. Upon roll call, those voting in favor were Bates, Paulsen, Leeuwrik, and Mangum. Cheatum voted in opposition. The motion passed.

**AGENDA ITEM NO. 10: PUBLIC HEARING – ANNEXATION AND ZONING MAP DESIGNATION – 12.4 ACRES WEST/NORTHWEST OF TRAIL CREEK ESTATES DIVISION 2**

This time was set aside for the Council to hear comments from the public regarding a request by McCormick Ranch, LLC, represented by Brady Smith (mailing address: 161 Jefferson Avenue, Pocatello, ID 83201) to annex 12.4 acres (more or less) of parent parcel RPR3843028016 into the City of Pocatello corporate boundary, with a proposed zoning designation of Residential Low Density. The property is generally located west/northwest



of Champlaine Street. Following a public hearing held July 9, 2025, the Planning and Zoning Commission recommended approval of the request with conditions.

Mayor Blad opened the public hearing.

Becky Babb, Planning Manager, explained that the request is to annex 12.4 acres of parcel RPR 3853028016 into the City corporate boundaries with proposed Residential Low-Density zoning. She noted that the Planning and Zoning Commission held a public hearing on July 9, 2025 and recommended approval with conditions outlined in the Public Works memorandum. No written public comments were received.

Mayor Blad announced that no written correspondence had been received.

Nikki Taysom, Pocatello resident, spoke in opposition to the annexation. She stated she is concerned about the location, the impact on private wells, and the additional taxation and requirements on both the developer and future property owners, which she feels would create undue financial burden.

Kristy Lewis, Pocatello resident, spoke in opposition to the annexation. Although she does not live in the area, she has friends who do. She expressed concern about increased traffic from new developments and questioned where additional traffic would be accommodated, noting a lack of roads to support the growth.

Merril Quayle, Public Works Engineer, explained that a traffic impact study was completed when the property was purchased, at the City's request, and it addresses traffic flow and the master plan. Fire and Engineering standards require a secondary access, which is being phased over time. A gravel road has been installed to Gathe Road and will be gated for emergency access only. The City secured a grant to realign the intersection and install a signal; preliminary design is nearly complete. Federal steps for construction will follow, with work expected to begin mid-summer 2026–2027, according to the grant timeline.

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

A motion was made by Mr. Paulsen, seconded by Mr. Bates, to approve a request by McCormick Ranch, LLC, represented by Brady Smith to annex 12.4 acres (more or less) of parent parcel RPR3843028016 into the City of Pocatello corporate boundary, with a proposed zoning designation of Residential Low Density with the following conditions: 1) The subject property shall be annexed into the corporate boundaries of the City of Pocatello; 2) All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated July 1, 2025 shall be met; 3) Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to; and 4) Any activity requiring a separate development or building permit shall comply with applicable regulations. Upon roll call, those voting in favor were Paulsen, Bates, Cheatum, Leeuwrik, and Mangum.





**AGENDA ITEM NO. 11: PUBLIC HEARING – CITY-INITIATED TEXT AMENDMENT TO TITLE 17: ZONING REGULATIONS – SENSITIVE LANDS STANDARDS**

This time was set aside for the Council to hear comments from the public regarding an amendment to the Sensitive Lands Standards in Title 17: Zoning Regulations.

Mayor Blad opened the public hearing.

Becky Babb, Planning Manager, presented a zoning ordinance text amendment regarding the wildlife habitat protection area under Pocatello Code 17.04.170. The amendment allows developers to opt out of density and clustering requirements in areas east of the Portneuf River below 4,700 ft, following the South 5th Areawide Plan. Opting out subjects the developer to standard zoning requirements, while opting in allows at least a 30% density bonus if the site is maintained as open space. The Planning and Zoning Commission held a hearing on July 9, 2025 and recommended approval. No written public comments have been received.

Mayor Blad announced that no written correspondence had been received.

Nikki Taysom, Pocatello resident, spoke in opposition. She emphasized the importance of protecting wildlife and open spaces, criticized the “opt in/out” approach for developers, and stressed following laws and public interest.

In response to questions from Council, Ms. Babb clarified that the wildlife habitat protection area recommendation originated from Idaho Fish and Game. She explained that creating overlay zones and modifying zoning requirements is within the City Council’s duties. The goal is to balance protection of wildlife, such as mule deer, with community housing and business needs. No vote is required at this time; the item will be discussed with Council at a future Work Session. She clarified that opting in or out of the wildlife habitat protection area does not involve any financial kickbacks. It simply determines whether density or clustering requirements would apply, providing options for development.

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

**AGENDA ITEM NO. 12: FINAL PLAT APPLICATION – RIDGES AT HIGH TERRACE DIVISION 1**

Council was asked to approve a final plat application submitted by Bill Isley, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide 81.78 acres (more or less) into approximately 40 lots for residential development. The proposed subdivision is zoned Residential Low Density (RL) and is located north of East Center Street and southeast of Vista Drive. The Planning and Zoning Commission recommended approval of the request following a public hearing held April 9, 2025.

A motion was made by Mr. Cheatum, seconded by Ms. Leeuwrik, to approve a final plat application submitted by Bill Isley, represented by Sunrise Engineering, to subdivide 81.78 acres (more or less) into approximately 40 lots for residential development with the following conditions: 1) All conditions set out in the Public Works Department



Memorandum from Merrill Quayle be met; and 2) All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Bates, Mangum, and Paulsen.

**AGENDA ITEM NO. 13: AIRPORT GRANT AGREEMENT AND RESOLUTION – IDAHO TRANSPORTATION DEPARTMENT DIVISION OF AERONAUTICS**

Council was asked to approve a Grant Agreement and adopt a Resolution for a grant from Idaho Transportation Department Division of Aeronautics in the amount of \$450,000.00 for airport improvement projects. Funds will be used for construction of a new taxiway, parking lot pavement maintenance, purchase of a new airport rescue firefighting (ARFF) vehicle, and rehabilitation of the main runway and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The grant does not require a local match.

A motion was made by Mr. Paulsen, seconded by Mr. Cheatum, to approve a Grant Agreement and adopt a Resolution (2025-26) for a grant from Idaho Transportation Department Division of Aeronautics in the amount of \$450,000.00 for airport improvement projects with funds to be used for construction of a new taxiway, parking lot pavement maintenance, purchase of a new airport rescue firefighting (ARFF) vehicle, and rehabilitation of the main runway and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Paulsen, Cheatum, Bates, Leeuwrik, and Mangum.

**AGENDA ITEM NO. 14: AIRPORT BID ACCEPTANCE AND CONSTRUCTION AGREEMENT – C.R. CONSTRUCTION, LLC**

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

- (a) **BID ACCEPTANCE – C.R. CONSTRUCTION, LLC**  
Accept the lowest responsive bid from C.R. Construction, LLC in the amount of \$143,790.85 for the pavement rehab of the airport terminal parking lots; and if accepted
- (b) **CONSTRUCTION AGREEMENT AUTHORIZATION – C.R. CONSTRUCTION, LLC**  
Authorize the execution of a construction agreement, notice of award, notice to proceed, and all other pertinent documents, between the City of Pocatello and C.R. Construction in the amount of \$143,790.85.

The project 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 Ms. Leeuwrik, to approve the Airport bid acceptance and construction agreements as outlined in Agenda Item No. 14(a) and 14(b) regarding this year's Airport Improvement Program (AIP) projects and will be





funded with federal AIP and State of Idaho grant funds and budgeted airport PFC funds and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Bates, Mangum, and Paulsen.

**AGENDA ITEM NO. 15: AIRPORT UTILITY EASEMENT**

Council was asked to grant a perpetual public utility easement on and through property at the airport for construction of a taxilane to allow for hangar development.

A motion was made by Mr. Cheatum, seconded by Mr. Paulsen, to grant a perpetual public utility easement on and through property at the airport for construction of a taxilane to allow for hangar development. Upon roll call, those voting in favor were Cheatum, Paulsen, Bates, Leeuwrik, and Mangum.

**AGENDA ITEM NO. 16: AIRPORT LEASE AMENDMENT – RDM ONSITE**

Council was asked to approve an amendment to the lease agreement with RDM Onsite, adding co-lessee, Infinite Hydraulics, to the lease and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

In response to a question from Council, Alan Evans, Airport Manager, explained that adding another company to the existing lease agreement would make both entities jointly responsible for the full lease payment each month.

In response to a question from Council, Jared Johnson, City Attorney, explained that it is a legal principle called "joint and severable liability," meaning all parties are fully responsible for the lease payment. If one party defaults, the remaining parties are still entirely liable.

A motion was made by Mr. Cheatum, seconded by Ms. Leeuwrik, to approve an amendment to the lease agreement with RDM Onsite, adding co-lessee, Infinite Hydraulics to the lease and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Bates, Mangum, and Paulsen.

**AGENDA ITEM NO. 17: STATE/LOCAL AGREEMENT AND RESOLUTION – MAIN AND ARTHUR PEDESTRIAN CROSSINGS AND FLANDRO DRIVE SAFETY IMPROVEMENT PROJECTS**

Council was asked to approve a State/Local Agreement (SLA) and adopt a Resolution for the Main and Arthur Pedestrian Crossings and Flandro Drive Safety Improvements Projects, between the Idaho Transportation Department and the City of Pocatello, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review and authorize the total match payment of \$110,852.00, which is the required overall match for the completion of both projects. Funding has been allocated in Fund 70 to cover the expenses.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve a State/Local Agreement (SLA) and adopt a Resolution (2025-27) for the Main and Arthur Pedestrian



Crossings and Flandro Drive Safety Improvements Projects, between the Idaho Transportation Department and the City of Pocatello, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review and authorize the total match payment of \$110,852.00, which is the required overall match for the completion of both projects. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Bates, Cheatum, and Mangum.

**AGENDA ITEM NO. 18: LOG SPLITTER DONATION ACCEPTANCE – PARKS AND RECREATION DEPARTMENT**

Council was asked to authorize and accept a donation of a new log splitter from Bob Johnson for use at the Nordic Center and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

A motion was made by Mr. Paulsen, seconded by Mr. Cheatum, to authorize and accept a donation of a new log splitter from Bob Johnson for use at the Nordic Center and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Paulsen, Cheatum, Bates, Leeuwrik, and Mangum.

**AGENDA ITEM NO. 19: DONATION ACCEPTANCE AND SPONSORSHIP AGREEMENT – CONNECTIONS CREDIT UNION**

Council was asked to accept a donation from Connections Credit Union and approve a sponsorship agreement for the purpose of constructing a new clubhouse at Riverside Golf Course and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

A motion was made by Mr. Cheatum, seconded by Ms. Leeuwrik, to accept a donation from Connections Credit Union and approve a sponsorship agreement for the purpose of constructing a new clubhouse at Riverside Golf Course and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Bates, Mangum and Paulsen.

Council expressed appreciation for Connections Credit Union's donation.

**AGENDA ITEM NO. 20: RESOLUTION – AMENDING THE FUTURE LAND USE MAP COMPONENT OF THE COMPREHENSIVE PLAN 2040**

Council was asked to approve a Resolution amending the Future Land Use Map component of the Comprehensive Plan 2040 for the City of Pocatello by designating approximately 82.96 acres of land generally located north of Olympus Drive and east of Northgate Parkway from Commercial (C) to Mixed Use (MU) and to rezone the subject property from Commercial General (CG) to Residential Commercial Professional (RCP).

A motion was made by Mr. Cheatum, seconded by Mr. Paulsen, to adopt a Resolution (2025-28) amending the Future Land Use Map component of the Comprehensive Plan 2040 for the City of Pocatello by designating approximately 82.96 acres of land generally located north of Olympus Drive and east of Northgate Parkway from



Commercial (C) to Mixed Use (MU) and to rezone the subject property from Commercial General (CG) to Residential Commercial Professional (RCP). Upon roll call, those voting in favor were Cheatum, Paulsen, Bates, Leeuwrik, and Mangum.

**AGENDA ITEM NO. 21: ORDINANCE – AMENDING INVESTMENT AND AUDIT COMMITTEE**

Council was asked to approve an ordinance amending Pocatello Municipal Code Chapter 2.30 “Investment and Audit Committee” to clarify membership and appointment process.

A motion was made by Mr. Cheatum, seconded by Mr. Bates, that the ordinance, Agenda Item No. 21, be read only by title and placed on final passage for publication and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Cheatum, Bates, Leeuwrik, Mangum, and Paulsen.

Jared Johnson, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance amending Pocatello Municipal Code Chapter 2.30 “Investment and Audit Committee” to clarify membership and appointment process. Mayor Blad asked, “Shall the ordinance pass?” Upon roll call, those voting in favor were Bates, Cheatum, Leeuwrik, Mangum, and Paulsen. Mayor Blad declared the ordinance passed, that it be numbered 3161 and that only the ordinance summary sheet be submitted to the Idaho State Journal for publication.

**AGENDA ITEM NO. 22: ITEMS FROM THE AUDIENCE**

Nikki Taysom, Pocatello resident, expressed concerns about government corruption, child safety, and moral decline, urging a return to constitutional and moral principles.

**AGENDA ITEM NO. 23: ADJOURN**

There being no further business, Mayor Blad adjourned the meeting at 7:54 p.m.

APPROVED BY:

\_\_\_\_\_  
BRIAN C. BLAD, MAYOR

ATTESTED BY:

\_\_\_\_\_  
KONNI R. KENDELL, CITY CLERK



REGULAR CITY COUNCIL MEETING  
AUGUST 7, 2025

14

PREPARED BY:

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AUBRIANA T. RESENDES, DEPUTY CITY CLERK





**CITY OF POCATELLO, IDAHO  
CITY COUNCIL  
CITY COUNCIL WORK SESSION  
AUGUST, 14 2025**

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

Mayor Brian Blad called the City Council Work Session to order at 9:03 a.m. Council members present were Dakota Bates, Rick Cheatum, Linda Leeuwrik, Corey Mangum, Brent Nichols and Hayden Paulsen.

Mayor Blad announced that agenda Item No. 9 had been pulled from the agenda.

**AGENDA ITEM NO. 2:  
POCATELLO IWAMIZAWA SISTER CITIES FOUNDATION UPDATE**

Members of the Pocatello Iwamizawa Sister Cities Foundation were in attendance to discuss the Foundation's goals and projects as well as the Council's policies and expectations.

Jodi McHugh, Pocatello Iwamizawa Sister Cities Foundation Chair, gave an overview of the recent delegation visits to and from Iwamizawa, Hokkaido, Japan. She was pleased to announce that adult delegation visits had resumed after being interrupted by COVID-19. Mrs. McHugh explained that youth delegates from Pocatello participate in cultural classes from November through July, in preparation for their trip, and hold fundraising events to cover the cost of airfare to Japan. She clarified that funds received by the Foundation from the City are used for hosting events for the delegates visiting from Japan, such as a trip to Yellowstone National Park. Mrs. McHugh described the recent trip to Japan as life-changing, as she and other adult delegates experienced the people, culture, food, and heritage and rekindled meaningful relationships with former Japanese youth delegates she had hosted. She added that the Pocatello delegates write letters about their experiences which are assembled in a book and given as a gift to each host family.

Mayor Blad spoke of the positive and interesting experience of having the Japanese adult delegation visit this summer, particularly a member of their city council.

Council President Leeuwrik spoke of how pleased she was to see adult delegation trips resume.

**AGENDA ITEM NO. 3:  
GOLF ADVISORY COMMITTEE UPDATE**

Anne Butler, Parks and Recreation Director, Billy Satterfield, Golf Committee Chair, and Greg Allbright, Fore Golf, were in attendance to discuss the Committee's goals and projects, as well as the Council's policies and expectations.

Ms. Butler thanked Council member Mangum for serving as liaison to the Committee and thanked the City Council for their current and past support. She highlighted recent projects completed at the golf courses, including Rain Bird software improvements for irrigation efficiency at Riverside Golf Course, additional progress in the ongoing efforts to prune and remove some of the over 1,000 trees located at the Highland and Riverside golf courses, landscaping improvements, seal coating and striping of the Highland Golf Course parking lot, and a sewer line renovation at Highland Golf Course.

Greg Allbright shared statistics showing 74,292 rounds of golf played in 2024, an increase from the previous year's 67,823 rounds, and 849 season passes sold, an increase from the previous year's 764 sold. He noted that league play is active and increasing, with the senior league having grown to approximately 100 participants, the ladies' league up to 40-50 members, and the junior league at approximately 130 child participants. Mr. Allbright explained that expanded season passes have been offered this year and are being utilized. He also reported that the "GolfNow" nationwide scheduling service is in use, and advertisements for City courses have been run during the U.S. Open and other events. He highlighted the Youth on Course program which allows youth to play for \$5 per round and has generated about 350 rounds each month. He announced that this year marks the first time in 22 years that tee times are consistently full most days from morning to evening, showing high usage of both courses.

Ms. Butler expressed excitement about the recent clubhouse announcement. She said parking needs will need to be addressed during construction. Ms. Butler stated that irrigation replacement is extremely expensive, with old and fatigued systems beginning to fracture, making this the next major improvement project needed after the clubhouse. She also noted that Highland Golf Course needs a remodel or complete rebuild of its clubhouse.

Mr. Satterfield expressed gratitude for the upcoming clubhouse project. He underscored Ms. Butler's remarks on the irrigation needs, explaining that the systems have exceeded their expected lifespan and are critical to attracting players. Mr. Satterfield pointed out that a 12% increase in play is substantial. He added that tree removal will be a major undertaking, but illustrated the positive impact it could have by referencing the course conditions at Oakmont, the course where the U.S. Open was just held, where 15,000 trees were removed in recent years to improve turf conditions. He explained that trees compete for water and sunlight needed to nourish grass and protect from disease.

Mr. Allbright added that a United States Golf Association report found many trees were originally planted for shade and placed too close together, and they are now competing for sunlight and water, which harms the turf.

In response to questions from Council, Ms. Butler noted that operations will continue in the Riverside Clubhouse until it is demolished and that parking concerns will need to be addressed. She added that if the foundation can be dug before winter, the impact on golfers will be notably reduced next season. Ms. Butler stated that a timeline has not yet been established for the project as it is currently in the design phase.

Mr. Allbright clarified that the expected life of an irrigation system is 20 to 30 years, and the current irrigation systems were installed in the 1970s-1980s, making them well beyond their useful life. He added that the Highland course is the oldest and in significant need of replacement.

#### **AGENDA ITEM NO. 4: PARKS AND RECREATION ADVISORY COMMITTEE UPDATE**

Anne Butler, Parks and Recreation Director, and Tonya Wilkes, Parks and Recreation Advisory Committee Chair, were in attendance to discuss the Committee's goals and projects, as well as the Council's policies and expectations.



Ms. Wilkes highlighted the impact of golf on local schools, noting increased participation on school golf teams. She highlighted recent projects, including the pickleball courts and splash pad, as well as the Committee's contributions to park system capital projects and the NeighborWorks and Bonneville Neighborhood Purce Park improvement project. She recognized the impact of sponsors and volunteers, as well as the availability and use of American Rescue Plan Act funds. Ms. Wilkes noted that improvements, such as the Community Recreation Center remodel and the addition of a skate park, have yielded a substantial rise in attendance and facility usage. She emphasized that allocations of City funds have had a measurable impact on community engagement and satisfaction. She acknowledged that hiring seasonal staff remains a challenge, but higher wages have helped. Ms. Wilkes addressed maintenance priorities, including tennis courts, playground equipment, parking lot improvements, and trail connections. She highlighted the Association of Idaho Cities award for the splash pad at Brooklyn's Park. She concluded by thanking the Council and Mayor for their support and commitment to the City's programs and services.

In response to questions from Council, Ms. Butler referenced the department's intent to develop an adopt-a-park-style program to engage community volunteers and youth groups in maintenance and landscaping projects. She added that volunteers serve as a "second arm" to the Parks Department. Ms. Butler emphasized that tree trimming represents a significant workload and that most playground equipment requires replacement.

**AGENDA ITEM NO. 5:  
PERSONNEL POLICY HANDBOOK UPDATES- HUMAN RESOURCES DEPARTMENT**

Human Resources Department staff were in attendance to present proposed changes to existing policies of the Personnel Policy Handbook. Policy adoptions will be presented to the Council at a future Regular City Council meeting.

Heather Buchanan, Human Resources Director, provided an overview of the proposed changes to meet and align with state requirements. In response to questions from Council, she explained that state standards serve as minimum standards, and the City may adopt stricter policies if desired.

In response to a question from Council, Jared Johnson, City Attorney, clarified that, according to the City handbook, elected officials are not technically City employees and that conflict-of-interest rules at the state level would preclude Council members from entering into a contract with the City.

Ms. Buchannan explained that experience can now be accepted in lieu of a college degree in many positions. While this has already been incorporated into several descriptions, not all had been updated; the new policy ensures consistency across the handbook. She emphasized that this change does not affect employee compensation. Ms. Buchannan also outlined a new policy added in response to state legislation regarding the wearing of masks, incorporating language to address compliance and safety standards. These changes are scheduled to come before the Council for adoption in September as part of the updated Personnel Policy Handbook.

Mayor Blad announced that Agenda Item No. 7, rather than Agenda Item No. 6, would be considered at this time.





**AGENDA ITEM NO. 7:  
BUILDING CODE UPDATE – BUILDING DEPARTMENT**

Richard Bigelow, Building Official, provided an update regarding the 2023 National Electrical Code, recently adopted by the State of Idaho, and reviewed the proposed changes to City Code Title 15, “Building and Construction” as well as the adoption process to comply with Idaho Code. In response to questions from Council, he clarified that current codes apply to new construction and remodeling projects, while existing homes are governed by the codes in effect when they were built. Mr. Bigelow said that he did not believe these changes would increase the cost of building a home and may, in some cases, decrease costs.

Mayor Blad stated that Agenda Item No. 6 would be considered at this time.

**AGENDA ITEM NO. 6:  
PROPOSED REPEAL OF CITY CODE 5.30 “CHILDREN GROUP TREATMENT CENTERS” AND CITY CODE 5.65 “GOING OUT OF BUSINESS SALES” – POLICE DEPARTMENT**

Police Chief Schei and Licensing Officer Mallarie Bascom were present to discuss the proposed repeal of the following: a) City Code 5.30 “Children Group Treatment Centers”; and b) City Code 5.65 “Going out of Business Sales.”

Ms. Bascom summarized the rationale for removing the codes, explaining that current business practices and state licensing have rendered them largely obsolete. In response to Council questions, she noted that going out of business sales are increasingly rare, citing 2017 as the last Pocatello application. Ms. Bascom explained that only two other cities maintain similar ordinances requiring surety bonds and inventories, that enforcement typically involves civil penalties or misdemeanors with opportunities for correction, and that only three issues had arisen since 2011. She added that businesses are largely unaware of the code; education would be challenging; and enforcement would be difficult, because there is no tracking system in place at the City for the opening or closing of businesses.

Council discussed the possibility of retaining the sales code as a preventative measure. Council thanked Ms. Bascom for her work in reviewing current trends and needs in response to legislation.

**AGENDA ITEM NO. 8:  
CITY OF CHUBBUCK ELECTRICAL AND PLUMBING INSPECTIONS CONTRACT REVIEW – BUILDING DEPARTMENT**

Richard Bigelow, Building Official, presented considerations regarding the possible continuation of the current contract with the City of Chubbuck for electrical and plumbing inspections and plan review. He reported that last year the contract generated \$60,000 in revenue, with \$40,000 collected so far this year, and noted inspections are expected to increase.

In response to questions from Council, Mr. Bigelow explained that with new state timelines, the City could be held liable if inspections are delayed. He noted that fees from





Chubbuck help cover employee costs and could be profitable unless additional staff are required to keep up with inspections. Mr. Bigelow stated that Chubbuck retains 25% of plumbing and electrical inspection fees and 10% of plan review fees.

In response to questions from Council, Jared Johnson, City Attorney, stated that the City could dictate terms, such as the fee structure, but this would require Chubbuck to respond and the contract may need to be rewritten.

Council agreed that any diversion of Pocatello employees from City work should be avoided, and that renegotiation could be considered only if it did not create an additional burden on City of Pocatello staff. Council discussed increasing fees, terminating versus rewriting the contract, potential state penalties, ensuring costs are covered for inspections, and renegotiation strategies.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, to send a 90-day notice of termination of building inspection services to the City of Chubbuck that also allows for renegotiation of the contracted services. Upon roll call, those voting in favor were Cheatum, Mangum, Bates, Leeuwrik, Nichols, and Paulsen.

#### **AGENDA ITEM NO. 9: GRAVITY SOFTWARE PRESENTATION – FINANCE DEPARTMENT**

As announced earlier, Agenda Item No. 9, a briefing of Gravity Financial Software, a cloud-based financial management solution, was pulled from the agenda.

Mayor Blad announced that Agenda Item No. 11, rather than Agenda Item No. 10, would be considered at this time.

#### **AGENDA ITEM NO. 11: FISCAL YEAR 2026 BUDGET DISCUSSION**

Council reviewed public comments and Council discussion from the August 7, 2025 Public Hearing.

Anne Nichols, Chief of Staff, gave an overview of the proposed Fiscal Year 2026 budget. She explained that of the \$359,614 potential forgone amount allowable under State Code, it was recommended that only \$19,728 be claimed to balance the proposed budget. Ms. Nichols added that the City is recouping \$101,048 from the Avista Electrical Rate Judgment for this year and reducing general fund reserves use from \$853,504 to \$611,140. She noted that the final L-2 numbers came in higher than expected, enabling these recommendations.

Council members thanked City staff for their work on the budget and discussed the following topics: use of forgone balance and reserve funds, street impact fees, and deferred maintenance costs.

Mayor Blad announced that Agenda Item No. 10 would be addressed at this time.

#### **AGENDA ITEM NO. 10: CITY-INITIATED TEXT AMENDMENT TO TITLE 17: ZONING REGULATIONS – SENSITIVE LANDS STANDARDS**

Planning and Development Services staff members were in attendance to discuss a Zoning Ordinance Text Amendment application to amend Pocatello City Code



§17.04.170.B regarding sensitive lands standards and review public comments received during the August 7, 2025 Public Hearing.

Jim Anglesey, Long Range Planner, explained that the proposed change allows for an exemption from density and clustering standards within the designated wildlife habitat protection area. In response to questions from Council, he clarified that the existing ordinance reduces density allowing for increased clustering of structures which expands the amount of open space for wildlife. The proposed change would allow developers to opt for an exemption from the sensitive lands standards and instead be subject to the regular development standards in areas below the foothills at altitudes less than 4,700 feet.

Council discussed the following topics: Bannock County development standards, annexation of County land, and migration patterns of mule deer, and balancing wildlife protection with development.

### **AGENDA ITEM NO. 12: COUNCIL ADVISORY BOARD UPDATES**

This time was set aside for the Mayor and Council members to give an update regarding recent advisory board activities.

Council member Cheatum stated that no Airport Commission meeting had been held and he had nothing to report from the Bannock Transportation Planning Organization (BTPO) meeting. The Senior Center, which continues to be very popular for socializing and meals, continues to operate at a loss. This month, they lost \$8,600, with congregate donations totaling only \$1,534, which equates to less than \$1 per meal per person. SEICCA donations provide for approximately \$5 per meal, but meals cost approximately \$10 to produce. He emphasized the need to provide meals for those who cannot afford them while also encouraging those who can to donate to ensure the longevity of the program.

Council member Leeuwrik reported that at the BTPO meeting, the following matters were discussed: the Transportation Improvement Program, the Unified Planning Work Program, recently passed and future legislation, and the purchase of data collection equipment. She noted that the Historic Preservation Commission meeting had been cancelled, but there are many activities and events taking place in downtown Pocatello. The Pocatello Development Authority regular meeting was focused on the fiscal year 2026 budget and the special meeting addressed the Tax Increment Financing district. Because tax assessments of the Naval Ordinance Plant were higher than expected, it is no longer advantageous to close the district; the district will remain open. The Investment and Audit Committee discussed amending the ordinance to allow the budget manager to serve on the committee and revising interest income analysis calculation methods for more accurate projections.

Council member Nichols stated that two of his board meetings were cancelled and Council member Leeuwrik had already covered the Investment and Audit Committee meeting.

Mayor Blad stated that the Mayor's Youth Advisory Council's new leadership had a training meeting on Saturday and regular member meetings would resume in September.

Council member Bates noted that he plans to attend the first Southeast Idaho Council of Governments meeting next month. The Library Board is focused on updating policies.



The summer reading program has had a huge increase in participation, in part due to outreach at schools. The Pocatello Arts Council (PAC) hosted Montana Shakespeare in the Park which yielded a strong turnout. There were two donations made to PAC in the amount of \$500 each which covered half of cost.

Council member Paulsen stated that the CDBG meeting had been cancelled, and he had nothing to add regarding the Parks and Recreation Advisory Committee since their committee addressed the Council earlier in the meeting. SEICAA resumes meeting next month.

Council Member Mangum announced that Neighborworks is hosting the annual home tour next month. Housing Alliance and Community Partnerships is in the process of preparing for growth of the organization. He had nothing to add to the Golf Advisory Committee presentation.

**AGENDA ITEM NO. 13:  
ADJOURN**

There being no further business, Mayor Blad adjourned the meeting at 11:31 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

PREPARED BY:

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SHAWNIE SATTERFIELD FERRIN, DEPUTY CITY CLERK

ATTESTED BY:

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KONNI R. KENDELL, CITY CLERK





**CITY OF POCATELLO, IDAHO  
CITY COUNCIL  
CLARIFICATION MEETING  
AUGUST 21, 2025**

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**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, Linda Leeuwrik, Corey Mangum, Brent Nichols, and Hayden Paulsen.

**AGENDA ITEM NO. 2: DISCUSSION**

Mayor Blad and City Council members discussed items listed on the August 21, 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 5:51 p.m.

APPROVED BY:

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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  
AUGUST 21, 2025**

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

The Regular City Council meeting was called to order at 6:02 p.m. by Mayor Brian Blad. Council members present were Dakota Bates, Rick Cheatum, Linda Leeuwrik, Corey Mangum, Brent Nichols, and Hayden Paulsen.

Mayor Blad led the audience in the pledge of allegiance.

**AGENDA ITEM NO. 2: INVOCATION**

The invocation was offered by Derrick Allen, representing Pocatello Church of Christ.

**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: Budget Development meeting of May 15, 2025; Clarification and Regular Council meetings of June 5, 2025; and Special Council meeting of August 7, 2025.

**(b) MATERIAL CLAIMS**

Approve the Material Claims for the period of August 1 - 15, 2025 in the amount of \$ 3,826,638.32.

**(c) TREASURER'S REPORT**

Approve the Treasurer's Report for June 2025 showing cash and investments as of June 30, 2025 in the amount of \$103,714,628.

**(d) ANIMAL SHELTER ADVISORY BOARD APPOINTMENT**

Confirm the Mayor's appointment of Alyssa Ricks to serve as a member of the Animal Shelter Advisory Board, filling a long-term vacancy. Alyssa's term will begin August 22, 2025 and expire August 22, 2027.

**(e) CITY COUNCIL DECISION – VACATION OF RIGHT-OF-WAY FOR SAUNTER LANE**

Adopt the Council's decision approving the vacation and abandonment of the public's interest in right-of-way of approximately 0.5 acres of land located at Saunter Lane and distributing said vacated land to the adjacent owner, Kartchner Homes, Inc., subject to conditions.

**(f) CITY COUNCIL DECISION – ANNEXING APPROXIMATELY 12.46 ACRES OF LAND TO EXTEND THE POCATELLO CITY LIMITS ON TRAIL CREEK ROAD**

Adopt the Council's decision annexing approximately 12.46 acres of land located in the parent parcel RPR3853028016, generally located on Trail

Creek Road. The subject property will be zoned Residential Low Density (RL).

**(g) CITY COUNCIL DECISION – FINAL PLAT APPROVAL FOR RIDGES AT HIGH TERRACE DIVISION 1**

Adopt the Council's decision approving the final plat for Ridges @ High Terrace Division 1 which subdivides approximately 63.18 acres of land, generally located north of East Center Street and southeast of Vista Drive, subject to conditions.

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

**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: September 4 Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.; September 11 City Council Work Session at 9:00 a.m.

Mayor Blad announced August 24 is the last day of the season at Ross Park Aquatic Center; Welcome Back Orange and Black event for ISU Students at Lookout Point in Historic Downtown takes place August 25 4 p.m. to 7 p.m.; The final day to file for Candidacy for Mayor and City Council seats 4, 5 and 6 is August 29 at 5:00 p.m. Please contact the City Clerk for more information. City offices will be closed for Labor Day on September 1. However, garbage, yard waste and recycle pickups will continue on schedule; Annual maintenance for Community Recreation Center will continue through September 1. The front desk will remain open but all other areas will be closed for maintenance; The open burn ban in Wildland-Urban Interface areas continues.

**AGENDA ITEM NO. 6: SURPLUS AND SALE OF SURPLUS FIRE APPARATUS – FIRE DEPARTMENT**

Council was asked to approve the following requests from the Pocatello Fire Department subject to Legal Department review:

- (a) SURPLUS PROPERTY – 2000 PIERCE DASH AERIAL APPARATUS**  
Declare a 2000 Pierce Dash Aerial Apparatus as surplus property; and if accepted
- (b) AUTHORIZE SALE TO CENTRAL FIRE DISTRICT**  
Authorize the sale of the apparatus to the Central Fire District and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.



Dean Bullock, Assistant Chief, stated that the Fire Department ordered a tiller truck four years ago, with delivery expected in September. He explained that when the order was placed, the department discussed selling the existing tower truck once the new truck arrived. The tower truck has been in service for more than 20 years, exceeding the recommended frontline use period. He said the department first contacted an Alabama auction company about selling the truck but later reached out to the Idaho Fire Chiefs Association. The Central Fire District, which serves Lewisville, Menan, Rigby, and Ririe, expressed interest in purchasing the truck after inspection. Mr. Bullock stated minor maintenance was completed to address small issues, and if approved, staff will deliver the truck to Central Fire the following day and provide appropriate training. In response to questions from Council, Mr. Bullock stated that an exact delivery date for the new tiller truck is unknown but noted that mutual aid agreements with Chubbuck Fire, who recently acquired a new ladder truck, will ensure coverage if needed. He said the department has a frontline ladder truck available and has not used the tower truck on a fire in several years.

In response to questions from Council, Mayor Blad stated that in addition to the available frontline ladder truck, mutual aid coverage will ensure adequate response until the new truck arrives.

Mr. Bullock added that the department continues to operate six or seven engines, including frontline and reserve units, as well as multiple brush trucks.

A motion was made by Mr. Cheatum, seconded by Ms. Leeuwrik, to approve Agenda Items 6(a) and 6(b) as listed and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Cheatum, Leeuwrik, Bates, Mangum, Nichols, and Paulsen.

**AGENDA ITEM NO. 7: USE AGREEMENT – ASURE WILLIAMS/AMBUSH FC – PARKS AND RECREATION**

Council was asked to approve a use agreement with Asure Williams with Ambush FC, to allow her two (2) soccer teams to practice in the greenspace at Constitution Park from August 2025 to October 2025, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Paulsen, seconded by Mr. Bates, to approve a use agreement with Asure Williams with Ambush FC, to allow her two (2) soccer teams to practice in the greenspace at Constitution Park from August 2025 to October 2025, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Paulsen, Bates, Cheatum, Leeuwrik, Mangum, and Nichols.

**AGENDA ITEM NO. 8: AMENDMENT TO THE IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) CARES AGREEMENT – PUBLIC PARKS FOR RESILIENCY**

Council was asked to approve an amendment to the Idaho Community Development Block Grant CARES Agreement Public Parks for Resiliency to increase the grant



agreement amount to \$360,000.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

A motion was made by Mr. Nichols, seconded by Mr. Bates, to approve an amendment to the Idaho Community Development Block Grant CARES Agreement Public Parks for Resiliency to increase the grant agreement amount to \$360,000.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Nichols, Bates, Cheatum, Leeuwrik, Mangum, and Paulsen.

**AGENDA ITEM NO. 9: IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT (ICDBG) BID ACCEPTANCES AND CONSTRUCTION AGREEMENTS**

Council was asked to accept the recommendations of staff for the following requests regarding the ICDBG Parks for Resiliency Project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review:

- (a) ACCEPT BID - MORCO CONSTRUCTION**  
Accept the lowest responsive, responsible bid from Morco Construction in the amount of \$312,608.00 for the Optimist Park and Ross Park Bathroom Construction Option A and Option D and, if accepted;
- (b) AUTHORIZE AGREEMENT - MORCO 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 Morco Construction in the amount of \$312,608.00.

The projects will be funded with State of Idaho Community Development Block Grant funds.

A motion was made by Mr. Nichols, seconded by Ms. Leeuwrik, to approve Agenda Items 9(a) and 9(b) as listed. Upon roll call, those voting in favor were Nichols, Leeuwrik, Bates, Cheatum, Mangum, and Paulsen.

**AGENDA ITEM NO. 10: AIRPORT LEASE TERMINATION, RESOLUTION AND LEASE AGREEMENT - AIRPORT**

Council was asked to approve the following requests for 3,000 square feet of property at the airport, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review:

- (a) APPROVE LEASE TERMINATION - RMP LLC**  
Approve termination of the lease agreement between the City of Pocatello and RMP LLC, dated May 3, 2023; and if approved
- (b) RESOLUTION/LEASE AGREEMENT - KEITH JENSEN**  
Adopt a Resolution and approve a lease agreement between the City of Pocatello and Keith Jensen for 3,000 square feet of property upon which Mr. Jensen has purchased an aircraft hangar from RMP LLC. The lease will





be for a term of 20 years. Rental rate will be \$690.00 per year and 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. Paulsen, seconded by Mr. Bates, to approve the requests in Agenda Items 10(a) and 10(b) and adopt a Resolution (2025-29) for 3,000 square feet of property at the airport, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Paulsen, Bates, Cheatum, Leeuwrik, Mangum, and Nichols.

**AGENDA ITEM NO. 11: ROUTEWARE ASSET MANAGEMENT AGREEMENT – SANITATION DEPARTMENT**

Council was asked to accept the recommendation of staff and approve a service agreement with Routeware to provide services for the Sanitation Department's asset management system 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. Paulsen, to accept the recommendation of staff and approve a service agreement with Routeware to provide services for the Sanitation Department's asset management system and authorize the Mayor's signature on all applicable documents, subject to Legal Department Review.

In response to questions from Council, Tom Kirkman, Director of Public Services, confirmed the current monthly rate of \$18,126.70 and noted this reflects a 3% increase from the previous contract. He explained that since the City implemented new routing software in 2019, the department has improved efficiency and accountability, increased daily collection capacity, and boosted revenues by approximately 13%.

Council Member Paulsen expressed appreciation for the new technology, noting that it provided clarity in a personal situation with missed trash pickup. He stated that having proof of service helps avoid misunderstandings and saves both time and money.

In response to questions from Council, Tom Kirkman, reported that new add on service includes routing software that allows supervisors to monitor routes in real time, improves efficiency and reduces overtime expenses. Mr. Kirkman also announced the upcoming launch of the Recollect mobile app will provide residents with collection reminders, recycling education, and digital service request options.

Mr. Cheatum's motion was voted upon at this time. Upon roll call, those voting in favor were Cheatum, Paulsen, Bates, Leeuwrik, Mangum, and Nichols.

**AGENDA ITEM NO. 12: FISCAL YEAR 2026 DEPARTMENTAL FEE RESOLUTION**

Council was asked to adopt a resolution with exhibits (a) through (x) setting fees for Fiscal Year 2026 (October 1, 2025 through September 30, 2026). The exhibits are:



- A. AIRPORT FEES**
- B. ALCOHOLIC BEVERAGE LICENSES FEES**
- C. ANIMAL SERVICES FEES**
- D. BUSINESS LICENSE FEES**
- E. CEMETERY FEES**
- F. COMMERCIAL ACTIVITIES IN PARKS AND PARKS FEES**
- G. CONSTRUCTION TRADE FEES**
- H. DEVELOPMENT REIMBURSEMENT FEES**
- I. ENGINEERING REVIEW SERVICE FEES**
- J. FIRE DEPARTMENT FEES**
- K. GEOGRAPHICAL INFORMATION SERVICE FEES**
- L. LIBRARY SERVICE FEES**
- M. PARKS AND RECREATION PROGRAM, RENTAL AND ADMISSION FEES  
FOR PARKS AND RECREATION ACTIVITIES**
- N. PARKS AND RECREATION FACILITY USE FEES**
- O. PLANNING AND DEVELOPMENT SERVICE FEES**
- P. POLICE DEPARTMENT FEES**
- Q. PUBLIC RECORD FEES**
- R. SANITATION DEPARTMENT FEES**
- S. EROSION AND SEDIMENT CONTROL (ESC) FEES**
- T. POCA TELLO REGIONAL TRANSIT SYSTEM FEES**
- U. UTILITY BILLING DEPARTMENT FEES**
- V. WATER DEPARTMENT FEES**
- W. WATER POLLUTION CONTROL DEPARTMENT FEES**
- X. ZOO IDAHO PROGRAM, RENTAL AND ADMISSION FEES**



A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to adopt a resolution (2025-30) with exhibits (a) through (x) setting fees for Fiscal Year 2026 (October 1, 2025 through September 30, 2026). Upon roll call, those voting in favor were Leeuwrik, Paulsen, Bates, Cheatum, Mangum, and Nichols.

**AGENDA ITEM NO. 13: RESOLUTION – FISCAL YEAR 2026 FORGONE LEVY**

Council was asked to adopt a Resolution certifying the levy of forgone taxes in the amount of \$19,728 for use in Fiscal Year 2026 in accordance with Idaho Code §63-802.

A motion was made by Ms. Leeuwrik, seconded by Mr. Nichols, to adopt a Resolution (2025-31) certifying the levy of forgone taxes in the amount of \$19,728 for use in Fiscal Year 2026 in accordance with Idaho Code §63-802. Upon roll call, those voting in favor were Leeuwrik, Nichols, Bates, Cheatum, Mangum, and Paulsen.

**AGENDA ITEM NO. 14: ORDINANCES**

Council was asked to consider the following ordinances:

**(a) REPEALING CITY CODE 5.30 – CHILDREN GROUP TREATMENT CENTERS**

An ordinance repealing City Code 5.30 – Children Group Treatment Centers.

A motion was made by Mr. Mangum, seconded by Mr. Paulsen, that the ordinance, Agenda Item No. 14(a) be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Mangum, Paulsen, Bates, Cheatum, Leeuwrik, and Nichols.

Jared Johnson, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance repealing City Code 5.30 – Children Group Treatment Centers. Mayor Blad asked, “Shall the ordinance pass?” Upon roll call, those voting in favor were Bates, Cheatum, Leeuwrik, Mangum, Nichols, and Paulsen. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 3162 and that the summary sheet be submitted to the Idaho State Journal for publication.

**(b) AMENDING CHAPTER 15.02.010 “CODE ADOPTION” – ELECTRICAL CODE**

An ordinance amending Chapter 15.02.010 “Code Adoption” to update the governing document of the Electrical Code.

A motion was made by Mr. Cheatum, seconded by Mr. Mangum, that the ordinance, Agenda Item No. 14(b) be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Cheatum, Mangum, Bates, Leeuwrik, Nichols, and Paulsen.

Jared Johnson, City Attorney, read the ordinance by title.



Mayor Blad declared the final reading of the ordinance amending Chapter 15.02.010 “Code Adoption” to update the governing document of the Electrical Code. Mayor Blad asked, “Shall the ordinance pass?” Upon roll call, those voting in favor were Bates, Cheatum, Leeuwrik, Mangum, Nichols, and Paulsen. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 3163 and that the summary sheet be submitted to the Idaho State Journal for publication.

**(c) AMENDING CHAPTER 17.04 “OVERLAY AREAS”**

An ordinance amending Chapter 17.04 “Overlay Areas” to clarify and improve the function of the title.

A motion was made by Mr. Paulsen, seconded by Mr. Mangum, that the ordinance, Agenda Item No. 14(c) be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Paulsen, Mangum, Bates, Cheatum, Leeuwrik, and Nichols.

Jared Johnson, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance amending Chapter 17.04 “Overlay Areas” to clarify and improve the function of the title. Mayor Blad asked, “Shall the ordinance pass?” Upon roll call, those voting in favor were Bates, Cheatum, Leeuwrik, Mangum, Nichols, and Paulsen. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 3164 and that the summary sheet be submitted to the Idaho State Journal for publication.

**(d) FISCAL YEAR 2026 APPROPRIATION ORDINANCE**

An ordinance approving the Fiscal Year 2026 appropriation.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, that the ordinance, Agenda Item No. 14(d) be read only by title and placed on final passage for publication, and that the whole ordinance be submitted for publication. Upon roll call, those voting in favor were Leeuwrik, Mangum, Bates, Cheatum, Nichols, and Paulsen.

Jared Johnson, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance approving the Fiscal Year 2026 appropriation. Mayor Blad asked, “Shall the ordinance pass?” Upon roll call, those voting in favor were Cheatum, Leeuwrik, Mangum, Nichols, and Paulsen. Bates voted in opposition. Mayor Blad declared the ordinance passed, that it be numbered 3165 and that the whole ordinance be submitted to the Idaho State Journal for publication.

Council Member Leeuwrik expressed appreciation to City staff, the Mayor, and Council for their efforts in developing the budget. She stated the process was thorough and collaborative and commended everyone involved for producing a strong, balanced, and responsible budget.

**AGENDA ITEM NO. 15: ITEMS FROM THE AUDIENCE**

Nikki Taysom, Pocatello resident, expressed concerns about child safety and urged continued efforts to protect children and families in Pocatello.



**AGENDA ITEM NO. 16: ADJOURN**

There being no further business, Mayor Blad adjourned the meeting at 6:39 p.m.

APPROVED BY:

\_\_\_\_\_  
BRIAN C. BLAD, MAYOR

ATTESTED BY:

\_\_\_\_\_  
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

\_\_\_\_\_  
AUBRIANA T. RESENDES, DEPUTY CITY CLERK



Agenda Item #6

**POCATELLO CITY COUNCIL  
HEARING: NOVEMBER 6, 2025  
EXECUTIVE SUMMARY**

**REQUEST:**

The request is for Final Plat approval of a subdivision to be known as Trail Creek Estates Division 5. The proposal calls for the platting of 7.93 acres (more or less) into approximately 14 lots for a townhome development. The property is zoned Residential Low Density (RL). The application was submitted by McCormick Ranch, LLC, represented by Brady Smith of Avyant.

**RECOMMENDATION:**

In consideration of the application, and City staff review, the Planning & Zoning Commission recommended **approval** of the application after a public hearing was held on July 9, 2025 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code.

**ATTACHMENTS:**

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

# Memorandum

**To:** Becky Babb, Planner Manager

**From:** Merrill Quayle PE, City Engineer  
Shane Morin, Engineering Technician

**Date:** 10/27/2025

**Re:** Trail Creek Estates Division 5 – City Council Final Plat (11/06/2025)  
Application FP25-0008

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

## 1. Plat

- A. After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- B. Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- C. Subdivision plat shall conform to all state and local laws and ordinances.
- D. Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- E. The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello...
- F. If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- G. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- H. Signed copy of the Permanent Operations and Maintenance (O&M) agreement for stormwater, if stormwater system is to be private. This document will be recorded.
- I. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions. The plat shall be black opaque ink, no gray scale or color
- J. All lots within Trail Creek Estates Division 5, it is the City's understanding that some lots will be graded during the subdivision construction process. These lots have natural slopes and proposed fill slopes greater than twenty Percent (20%) and will be required to submit for City approval, building and site grading plans prepared by a professional engineer licensed in the State of Idaho at the time of the building application/permit. Due to the steep nature of the slopes, possible difficulties with foundation placement, fill instability, protection from slope drainage, erosion, and shallow failures, making these lots more
- K.



- L. critical. It will be the Builder/Owner of said lot to demonstrate that building and engineering standards are adhered to. A note for lots 12 & 13 block 2, add restriction "R1" to be placed on the plat and any another acceptable mechanism to let the owners of the lots know of the requirements in regards to these lots.
- M. 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.

## **2. Construction Plans/Infrastructure**

### **A. Development Conditions**

1. Path width on the existing Champlaine Street for stormwater piping shall meet City of Pocatello patching standards.
2. A temporary turn around will be required between each phase.
3. Show any no build lines that may be required per this development.
4. It is the City's understanding that the underground utilities will be placed for all phase at once. Any discrepancies for elevation or lot line changes will require utilities to be re-done to meet city standards. Fire secondary access road shall be re-established to meet fire code requirements where utilities will be placed.
5. Field verify prior to construction and during that the existing water lines will remain between 5-6-feet of bury depth.
6. All water taps to existing water lines shall be done by the water department at the project expense. Coordinate with engineering for timing for the water taps.
7. This area was annexed 09.04.2025 Ordinance #3166 and is subjected to a "Water Right Value" per Resolution 2006-02. Based on the proposed development layout and land use, the "Water Right Value" payment due prior to recording of the plat will be \$12,330.00.

### **B. General Conditions**

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application. An individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.
3. 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.
4. As a reminder at the time of home building, those homes built in the Wildland Urban Interface (WUI) area must adhere to the latest adopted WUI Fire Code. The Fire Code Official must perform a site assessment before the Certificate of Occupancy is signed. For questions about the Wildland Urban Interface code, contact the Code Official at 208-234-6203.
  5. Per **Section 800 Geotechnical and Earthwork of the City of Pocatello Design Principles and Standards**, a building location shall be designed on every lot with a natural slope of fifteen percent (15%) or greater. Structures shall not be permitted on slopes of twenty percent (20%) or greater without a civil site plan stamped 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.
  6. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.
  7. Record Drawings shall be submitted on Arch D (24" x 36").
  8. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.
  9. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.
  10. Per **Section 500.04.16, City of Pocatello Design Principles and standards**, a pavement preservation technique "Fog Seal" of streets shall be required prior to the two (2) year warrantee period on all newly accepted streets. Developer can have this done by a private contractor or have the City perform the work at the Developer's expense (approximately \$0.30 per square yard for materials, 2017 cost). The city will bill the Developer after the work is completed if the City performs the work.
  11. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.
  12. The construction contractor will need to be bonded with the City of Pocatello for a minimum of \$50,000.00 or the subdivision shall be bonded per ordinance **16.24.110: SUBDIVISION SURETY BOND AND WARRANTY BOND**, a warranty bond for a minimum of twenty-five thousand dollars (\$25,000.00) or a maximum of five percent (5%) of one hundred twenty-five percent (125%) of the original cost estimate for the required infrastructure and improvements, whichever is the greater amount.

AGENDA ITEM NO. 7

TO: Mayor Blad  
City Council

FROM: Christine Howe, Planning & Development Services Department

DATE: Meeting of November 6, 2025

RE: Decline Idaho Parks and Recreation (IDPR) 2026 Recreational Trail Program (RTP) Grant Award and Accept Simplot Donation

In January 2025, the City applied for an Idaho Parks and Recreation (IDPR) 2026 Recreational Trail Program (RTP) grant for the Simplot River Access Trailhead. In July 2025, the City was notified of the award of the grant. The IDPR grant award was for \$28,000 and included \$7,000 in match funding provided by a Simplot donation. The total cost for the Simplot River Access Trailhead is \$35,000 and requires a 20% match.

After notification of the grant award in July 2025, the City worked with IDPR to prepare grant agreement documents for formal acceptance of the award. However, this process has been delayed and, as a result, the proposed project completion date of late Fall 2025 has been adjusted. After being notified of these project schedule delays, Simplot indicated they would be able to donate additional funds to complete the project in line with the original project timeline. The additional donation would cover all of the project costs. The acceptance of the donation would allow completion of the water access trail to meet the originally proposed project timeline and not necessitate compliance with the RTP grant requirements, reporting, and reimbursement processes.

As such, Staff recommends the following actions for Council:

- A) Reject the acceptance of the 2026 IDPR RTP grant for the Simplot River Access Trailhead; and
- B) Accept a donation from Simplot for the remaining project costs for the Simplot River Access Trailhead project, approve expenditure of the funds, and as authorize the Mayor's signature on all pertinent documents, subject to Legal Department review.

If you have questions or would like more information about project, please do not hesitate to contact me at [chowe@pocatello.gov](mailto:chowe@pocatello.gov) or 208-234-6186.

## **MEMORANDUM**

**TO:** City Council and Mayor  
**FROM:** Brian Trammell, Deputy City Attorney  
**DATE:** October 29, 2025  
**RE:** Donation Acceptance and Declination of Grant Award

I have no legal concerns with Council accepting the donation of \$39,000 from Simplot for the completion of the Simplot River Access Trailhead. This project was originally going to be funded through an IDPR grant. The grant award has been delayed and Simplot is offering to fund the project. Additionally, I have no legal concerns with Council declining the award from the IDPR grant.

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

Agenda Item # 8

## **Executive Summary**

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TO: Mayor Blad and Pocatello City Council

CC: Tom Kirkman, Public Works Director

FROM: Justin Armstrong, Water Superintendent

DATE: October 6, 2025

SUBJECT: Professional Service Agreement – Water System Facility Plan Update

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### **Recommendation:**

Staff recommends that the City Council approve and authorize the Mayor to execute the Agreement for Professional Services for a Water System Facility Plan Update with Keller Associates in the amount of 432,900.00, subject to Legal Department review.

Project funding has been established in the Water Department FY26 budget fund line: 031.3001.443.40-99.

### **Discussion:**

City staff has gone through the rigorous process to select a highly qualified consultant to provide professional engineering services to update and complete a Water System Facility Plan to conform to IDAPA rules and regulations associated with public drinking water systems.

In July 2025, staff advertised a Request for Proposals (RFP) to regional engineering firms to update the Water Facility Planning Study and hydraulic water distribution model. A total of four (4) regional firms responded to our formal request and submitted a proposal. After evaluation of their proposal submissions, the selection committee identified Keller Associates as the qualified firm to perform the necessary professional services on this particular project.

The City of Pocatello prepared a prior Water System Facility Plan in 2016, which was approved by the Idaho Department of Environmental Quality (IDEQ). The facility planning document outlines system characteristics and operations, evaluates water sources and capacity, identifies system deficiencies, and provides both short-term and long-term options to support future growth. The City utilizes this document as a planning tool to aid in future development and provide capital planning to address any deficient areas identified within the water system.

Standard utility practices suggest updating facility planning studies every 5-10 years to keep up with new drinking water regulations and plan for regional growth. Based on population growth and the completion of many short- and mid-term projects, staff recommends updating the facility planning document to help address future drinking water supply and delivery needs.

To: City Council and Mayor  
From: Matt Kerbs, Deputy City Attorney *MK*  
Date: October 29, 2025  
Re: Agreement for Professional Services – Water System Facility Plan Update

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I have reviewed the above referenced Agreement, and have no legal concerns with the Council awarding the RFP to Keller Associates and authorizing the Mayor to sign the Agreement.

## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between the **City of Pocatello** ("Owner") and **Keller Associates, Inc.** ("Consultant") is effective as of the date of the last signature to the Agreement (Effective Date).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Water System Facility Plan Update** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

**SCOPE:** Consultant's services under this Agreement are generally identified as shown in Attachment A.

**SCHEDULE:** The schedule shall commence on the Effective Date of the Agreement. Consultant anticipates completing its services as shown in Attachment A.

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant a total amount of **\$422,900 (Four Hundred Twenty-Two Thousand Nine Hundred Dollars)** as described in Attachment A.

*Additional Services.* As compensation for performing Additional Services, the Owner will pay Consultant up to the amount of **\$10,000 (Ten Thousand Dollars)** as described in the attached Scope of Work. If additional services beyond this budget amount are required, then an amendment to this Agreement will be provided.

In Witness Whereof, the parties hereto have executed this Agreement as of the date of the last signature below. The Terms and Conditions attached are included and incorporated in this agreement by this reference. Owner and Consultant further acknowledge that they have reviewed and accepted the attached Terms and Conditions.

**OWNER: CITY OF POCATELLO**

**CONSULTANT: KELLER ASSOCIATES, INC.**

Signature: \_\_\_\_\_  
Name: Brian Blad  
Title: Mayor  
Address: 911 N. 7<sup>th</sup> Avenue  
Pocatello, ID 83201  
Telephone: (208) 234-6163  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Name: James Bledsoe  
Title: Vice President  
Address: 100 East Bower Street, Suite 110  
Meridian, ID 83642  
Telephone: (208) 288-1992  
Date: \_\_\_\_\_

## TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

**Interest.** If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Owner’s contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor’s failure to furnish and perform its work in accordance with the Contract Documents. Consultant will not direct or alter payment methodology between Owner and Contractor. Owner agrees to indemnify and hold harmless Consultant from any liability for fraudulent electronic transfers.
11. **MISCELLANEOUS**

**Right of Entry:** Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

**Dispute Resolution:** Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

**Hazardous Environmental Conditions:** The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

**Subsurface Investigations:** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

**Consultant Reliance:** Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

**Certifications:** Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

**Severability and Waiver:** In the event any of these contract provisions are found to be illegal or otherwise unenforceable, the unenforceable contract provisions will be stricken, and those remaining contract provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

**Joint Drafting:** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.



Attachment A

**CITY OF POCATELLO**  
**WATER SYSTEM FACILITY PLAN UPDATE**  
**SCOPE OF WORK**

**PROJECT DESCRIPTION**

**City of Pocatello** (“Owner”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide an update to their Water System Facility Plan. The Consultant’s scope of work has been developed based on the following project description. As the project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of work.

The City operates and maintains over 290 miles of waterline, nearly 50 pressure zones, 21 groundwater wells, 12 booster stations, and 15 water storage tanks. The system supplies over 4.5 billion gallons of potable water per year to the system users. The plan will update the 2016 study and document known conditions, identify deficiencies, and provide a plan to guide the Owner in completing improvements to the drinking water system.

Consultant’s services are limited to those services outlined in the following scope of work.

**SCOPE OF WORK**

**TASK 1: PROJECT MANAGEMENT**

*Consultant Responsibilities*

- 1.1 Project Management. Provide general project administration services including contract administration, project accounting, monthly progress reports, scheduling, and internal project administration.
- 1.2 Kickoff Meeting. Prepare for and attend a project kickoff meeting with the Owner. The purpose of this meeting will be to review Owner design criteria, establish communication channels, review the overall project schedule including major milestones and meetings, review objectives of the study, discuss available data and published materials that will be made available by the Owner, and review process for deliverables including process for Owner review and approval. Planning criteria will also be reviewed during the Kickoff Meeting.

*Owner Responsibilities:*

- Provide meeting space for project meetings. Provide advertising as needed.
- Project will be completely funded by the Owner

*Assumptions:*

- Project management budget assumes a project schedule of up to 16 months.
- Unless otherwise noted, meetings/workshops may include a combination of in person or virtual attendees. This assumption applies to this task as well as subsequent tasks.

*Deliverables:*

- Monthly progress reports.
- Kickoff meeting agendas and meeting notes.

## TASK 2: DATA ACQUISITION & FACILITY TOURS

### *Consultant Responsibilities*

- 2.1 Request for Information. A request for information will be prepared by the Consultant describing the information needed including, but not limited to, the following items:
- a. Daily water supply production data (previous 5 years) in spreadsheet format.
  - b. Water meter consumption data (previous 2 years) to be supplied in spreadsheet format. Identify major water users within the service area with private water supplies.
  - c. 24-hour SCADA data for pumping rates, pressures, pump speed (Hz), well drawdown (ft), and reservoir levels for peak demand periods to be identified by Consultant – at locations where they are available. It is anticipated that one booster station, nearly half of the wells, and a couple of tanks are not on SCADA.
  - d. Water quality monitoring data.
  - e. Record drawings for major pumping and storage facilities.
  - f. Previous water model in InfoWater Pro format.
  - g. Base mapping, including roadways, parcel lines, political boundaries, land use, topographic contours, current aerial imagery, water facility locations, hydrants, valves, and pipelines (along with material and size attributes) to be provided in GIS format.
  - h. Population growth projections, land use, anticipated development densities, and anticipated growth areas. Consultant and Owner will work together on growth projections areas and likely use information from Census, TAZ, and the comprehensive plan.
  - i. Reported well/booster production rates, pump curves, and well drawdown information.
  - j. Available water rights information.
  - k. Summary of existing system controls (i.e., pump on/off settings and control valve pressure settings).
  - l. Storage tank inspection reports – including any reports when City crews have completed the inspections.
  - m. Most recent Sanitary Water Survey.
  - n. List of known problems/issues.
  - o. Previous 2016 planning study, current rate study, and any other relevant water system studies or amendments.
  - p. Maps of the existing SCADA network, including gateways, routers, and other interfaces that may impact operations.
- 2.2 Site Tours. Consultant will complete a site tour with Owner's operation staff of the existing wells, booster stations and storage tank exteriors, to assess general conditions, interview Owner staff, and note known and observed problems. These site tours will occur over a one-to-two-week period. It is anticipated that the Consultant's electrical and structural staff will review photos taken onsite and assist in identifying potential issues.
- 2.3 Hydrant Testing. Develop a hydrant testing plan to collect data to be used in water model calibration. Complete one to two days of hydrant flow testing. Provide hydrant meter and pressure gages and coordinate with Owner staff who will assist in gathering data. Note system boundary conditions (i.e., supply flow rates and pressures, and tank levels) during time of testing. For planning purposes it is anticipated that the team will hydrant test 10 locations including the Johnny Creek and Highland Areas where there have been significant hydraulic changes over the past decade.

- 2.4 Data Collection and Review. Collection and processing of furnished data, mapping, and reports. Provide a follow-up Request for Information for supplemental data.

*Owner Responsibilities*

- Provide requested data within two weeks of request.
- Complete field work and provide sampling/testing, if required.
- Conduct site tour with Consultant; provide access to facilities and records.
- Provide two to three staff for hydrant testing. Be responsible for public notices, traffic control (if required), and controlling and observing system operations during hydrant testing.

*Assumptions*

- Site tour is limited to visual observations and is not intended to be a comprehensive inspection. Consultant will not enter confined spaces. Onsite licensed structural and electrical engineering reviews are not planned. A total of 3 Consultant staff members onsite for 3 days with Owner staff is assumed for budgeting purposes.
- Consultant shall be entitled to rely on the accuracy and completeness of the information provided by Owner, Owner's consultants and Contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty Contractors, manufacturers, suppliers, and publishers of technical standards. This assumption applies to this task and subsequent tasks.
- It is anticipated that the model provided will be a working model that includes the past 10 years of system improvements integrated into the model.
- No radio path surveys are anticipated. Data transfer to focus on cellular transmission moving forward.

*Deliverables*

- Requests for Information.

**TASK 3: PROJECT PLANNING**

*Consultant Responsibilities*

- 3.1 Location. Provide a brief description of project location.
- 3.2 Study Area. Assist Owner in identifying the study area. It is anticipated that the existing City Impact Area will be used for this study area.
- 3.3 Growth Trends. Review historical residential growth projections and summarize. Review TAZ growth projections and document the TAZ growth rate 20-year planning period population, and spatial allocation for the 20-year population growth..
- 3.4 Water Quality Requirements. Document drinking water standards and monitoring requirements.
- 3.5 Water Demand Projections.
- a. Review Historical Data. Review water production data supplied by the Owner. Evaluate seasonal variations in water demand. Develop average day, maximum day, and peak hour design demands. Summarize demands per equivalent dwelling unit.
  - b. Evaluate Water Loss. Water production data will be compared to water consumption data for a two-year period to estimate the amount of unaccounted for water.
  - c. Demand Projections. Work with the Owner to develop the 5,10, and 20-year planning period projected water demands.

- d. Fire Flow Demands. Summarize desired fire flow requirements per local fire authority requirements and Idaho Surveying and Rating Bureau (ISRB).
- 3.6 Additional Planning Criteria Considerations. Summarize additional regulatory and industry standard planning criteria for water supply redundancy, storage requirements (operational, peaking, emergency, and fire storage components), mechanical redundancy, minimum and maximum operating pressures, and potential consolidating/interconnecting of pressure zones now and in the future.
- 3.7 Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.
- 3.8 Idaho DEQ Meeting. Discuss facility plan goals with Idaho DEQ in the initial planning stage.
- 3.9 Planning Workshop Meeting. Set the project meeting agenda and provide minutes. This meeting will be a workshop to review final planning criteria.

#### *Owner Responsibilities*

- Provide input and approval on growth projections and planning criteria.
- Assist in coordinating with local fire authority and fire flow requirements.
- Provide review and written comments of draft write-up.

#### *Assumptions*

- Planning criteria will not be changed once established. Changing planning criteria may result in rework which can be completed as an additional service.
- Scope excludes environmental work. If required, environmental permitting and field work (i.e., wetland delineations/investigations, biological assessments, and cultural resource surveys) will be provided as an additional service.
- Environmental resources writeup will not be completed as part of this study.

#### *Deliverables*

- Draft Project Planning write-up.
- Project meeting agenda and minutes.

### **TASK 4: EXISTING FACILITIES EVALUATION**

#### *Consultant Responsibilities*

- 4.1 Base Maps. Update the existing system base map and hydraulic figures, showing location of key facilities and pipelines and pressure zone boundaries.
- 4.2 History. Provide brief history of existing system using information provided by Owner.
- 4.3 Water System Management Classification, Operators and License. Provide a brief writeup of system required licensing and current operator license information.
- 4.4 Conditions Assessment. Based on the facility tour, information from Owner's staff, and available information, document existing physical conditions and deficiencies of the well houses, booster stations, and tank exteriors. This also includes a general review of existing electrical and SCADA control systems. Distribution pipe information will be summarized by pipe material and age where it is available. An Excel spreadsheet will be created by the Consultant allowing for a condition trigger tool to be used by Owner Staff. Depending on modules and options in the City's CentralSquare Lucity asset management software, this information may be able to be uploaded into the software by the Owner.

- 4.5 Water Supply and Delivery Evaluation. Compare available water rights to existing and projected water demands and identify potential water right deficiencies. Compare existing water supply to the existing and future projected water demands on a system wide basis and for each major pressure zone. Summarize existing and future water supply deficiencies. Compare max day plus fire and peak hour demands to firm delivery capacity for each pressure zone. Summarize existing and future water delivery deficiencies.
- 4.6 Water Storage Evaluation. Estimate existing and future operational, peaking, emergency, and fire storage needs based on planning criteria. Consider delivery capacities of pumping facilities and control valves in identifying potential storage and delivery deficiencies within individual pressure zones.
- 4.7 System Resiliency Evaluation. Evaluate emergency generators at well and booster station sites and provide recommendations for possible additional emergency standby generators. Evaluate areas or zones that only have a single supply source for overall system resiliency.
- 4.8 Water Distribution System Evaluation.
- a. Water Model Development and Calibration. Using the Owner provided extended period simulation (EPS) water model, review existing base mapping, record drawings, water demand information, pump curves, and Owner provided data to update the existing water model. Using hydrant testing field collected data, calibrate the existing water model. Consultant will plan to check existing demands for larger users (10+ gpm) in the system based on water meter data and add new demands to new development areas based on typical demands per acre for planned zoning. This task includes a modeling software fee of \$2,000.
  - b. Existing System Evaluation. Exercise computer model to check system pressures and impacts and denote areas below 40 PSI and above 100 PSI. Evaluate system against fire flow planning criteria and report available fire flows and fire flow deficiencies. Evaluate system headlosses and pipe velocities to identify potential transmission bottlenecks. The existing extended period simulation model will be updated.
  - c. Future System Evaluation. Expand model to include additional pipe network requirements associated with servicing new growth areas. Add demands from new growth. Exercise the model to identify potential system deficiencies attributed to new growth.
- 4.9 Water Quality. Existing water quality data will be reviewed for the sources and at distribution system sampling data locations, if available. Identify if treatment beyond chlorination is required.
- 4.10 Financial Status of Existing Facilities. Discuss and summarize historical fees and rate structures. Budget and capital improvements will be addressed under a separate task.
- 4.11 Model Calibration Review Meeting Workshop. Lead a workshop meeting with the Owner to review preliminary findings.
- 4.12 Future Conditions Review Meeting Workshop. Lead a workshop meeting with the Owner to review preliminary findings.
- 4.13 Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

#### *Owner Responsibilities*

- Review and comment on draft documents.
- Participate and provide meeting location for workshop meeting.

### *Assumptions*

- The condition rating method for the facility condition assessment will include a weighted table with an importance factor to be able to compare the conditions of the well houses and booster station relative to one another to determinate a priority ranking.
- This scope assumes that evaluating of treatment options beyond chlorination will not be required.
- Scope excludes water rights research, permitting support services, and hydrogeologic investigations.
- If model does not readily calibrate to existing conditions, and additional field work is recommended to troubleshoot the Owner's water system, these services can be completed as an additional service.
- Energy efficiency evaluations will not be completed.
- InfoWater Pro modeling software will be used for hydraulic modeling.
- Asset Management software purchase and incorporation into the Owner's existing Asset Management software is not included.

### *Deliverables*

- Physical conditions assessment draft and final technical memorandum.
- Meeting agendas and minutes.
- Draft existing facilities evaluation write-up.

## **TASK 5: PROPOSED PROJECTS**

### *Consultant Responsibilities*

- 5.1 Identify Needed Improvements. Work with Owner Staff in evaluating and identifying improvements needed to address system deficiencies.
- 5.2 Capital Improvement Plan.
  - a. Summarize recommended improvements.
  - b. Prepare planning level cost estimates for recommended improvements. Unit costs for pipelines, wells, booster stations, and storage tanks in particular will be developed.
- 5.3 Preliminary Project Schedule. Summarize costs for 5-year, 10-year, and 20-year needs. Will base this schedule on trigger targets instead of strictly on year based on population growth projections.
- 5.4 Site Plan/Schematics. Develop a master plan concept map and/or figures showing the selected alternatives.
- 5.5 Annual Budget Considerations. Will focus on Capital Expenditures over various time periods with triggers incorporated.
- 5.6 Review Meeting Workshop. Lead a workshop meeting with the Owner to review an overall summary of the plan, selected improvements, and budget implications.
- 5.7 Draft Plan Section. Prepare draft section writeup. Final document to have Owner's comments incorporated.

### *Owner Responsibilities*

- Provide input on the proposed projects.
- Participate and provide facilities for workshop meeting. Provide public notices, if required. Provide input on land /easement costs.
- Provide review and written comments on the plan.

### *Assumptions*

- An evaluation of operation and maintenance budgets (including staffing levels) is not included as part of this study but can be provided as an additional service.
- For future distribution system projects anticipated to be developer driven and developer funded, summarize only pipeline upsize costs.
- Scope excludes a user rate analysis, including evaluation of individual rate structures, cost-of-service evaluations, and connection fee studies. These services will be provided by another Consultant at a future date.
- Will not provide a full list of small fire flow improvements on waterlines less than 12-inches within the Capital Improvements Plan.

### *Deliverables*

- Draft writeup of capital improvement plan.

## **TASK 6: FACILITY PLAN DOCUMENTATION & PUBLIC MEETING**

### *Consultant Responsibilities*

- 6.1 Draft Report. Prepare and combine draft documents for a complete facility plan. Add executive summary and assemble appendix materials. Draft documents to be updated to address Owner comments. Submit final draft report for Owner review.
- 6.2 Work Session Meeting. Prepare materials with the Owner and present summary findings in a public meeting at a City Council Work Session.
- 6.3 Final Comments. Address final Owner comments and submit for agency review.
- 6.4 Agency Comments. Address agency comments and finalize document.

### *Owner Responsibilities*

- Review and comment on final draft plan in a timely manner.
- Participate and provide facilities for public meeting. Provide public notice as required (typically no less than 14 days in a newspaper of community-wide circulation). Assist in addressing public comments.

### *Deliverables*

- City Work Session presentation materials.
- Two (2) paper copies of the final plan and one electronic copy in PDF format.
- A working extended period simulation (EPS) model with existing and future water demands for Owner Staff use.

## **TASK 7: SCADA MASTER PLAN**

The Owner has expressed interest for the following features of an improved SCADA system:

1. Full SCADA Coverage. Currently around half of the City's wells are not equipped with SCADA and it is one of the City's top priorities to get all of their water facilities onto the SCADA system.
2. Communication Transition. Historically, a majority of the SCADA facilities have communicated via a radio system, but due to connectivity issues and extended downtimes, the City is looking to switch to cellular communication.
3. Security. Due to the sensitive nature of systems being controlled, security is a concern moving forward.

4. Remote access. Water personnel need to have remote access to the SCADA system. Depending on their individual security clearance, they can monitor or control components in the system.
5. Historic data. Access for Owner to historical and trending data is needed for each facility.
6. Alarming. Alarming is to be maintained and improved with new system.
7. Expandability. The system must be expandable and configurable as the City and technology changes.
8. Technical support. The system should be technically supportable both locally and remotely. A system integrator will be determined by the City in the future.

#### *Consultant Responsibilities*

##### **7.1 Existing Hardware, Software, and Communication Assessment.**

- a. Existing Onsite Hardware. Provide an assessment of the existing control hardware located onsite at each location. This shall include assessment of program logic controllers (PLCs), network equipment, communication equipment, and other control components used at the location.
- b. Software. The software requirements for existing hardware will be assessed. This will generally include software for Programmable Logic Controllers (PLC) and Operator Interface Terminals (OIT).
- c. Existing Communication Connection. Provide an assessment of the current communication system and connectivity at each location. Evaluate potential cellular signal communication at each site.
- d. Workshop Meeting. Participate in a workshop meeting to review existing assessment findings and to preliminary screen improvement alternatives to be considered.

##### **7.2 Create SCADA Master Plan.**

- a. Hardware. Evaluate up to two alternatives and provide recommended control hardware located onsite at each location, including the City Water Shop, and for remote access.
- b. Software. Evaluate Ignition software requirements for compatibility with existing and new hardware.
- c. Connection. Provide an evaluation of the connectivity conditions at each water facility site and provide a plan for connecting each evaluated site to the City SCADA system using a cellular network.
- d. Security. Develop a framework and guidance for security provisions.
- e. Cost Estimate. Provide an opinion of probable cost for proposed improvements. Organize improvements and costs by priority. Costs will be planning level estimates and include equipment and integration services.

##### **7.3 Implementation Plan.**

- a. Water System. Create an implementation plan for migrating the water system to the new cellular communication system.
- b. Future Expansion. Provide breakdown of tasks, costs and critical paths for expected expansion events.

##### **7.4 Final Workshop Meeting.** Participate in a workshop meeting to review the recommendations and discuss implementation strategies.

##### **7.5 Standard Control Panel Drawings.** Prepare two PDF sets of standard drawings for control panel design with standardized instrumentation. One set of drawings will be for a typical well house while the other will be for a typical water booster pump station.

#### *Owner Responsibilities*

- Review and comment on draft documents.



- Participate and provide meeting location for workshop meeting. This meeting can be provided using remote video conferencing links such as Microsoft Teams. Provide all personnel relevant to the existing and planned SCADA, including technical and IT personnel, for the Review Meeting Workshop.

#### *Assumptions*

- This scope does not include a detailed review of the existing radio communication system, since it is currently planned to be replaced by cellular communication.
- This scope assumes that all personnel relevant to the existing and planned SCADA, including technical and IT personnel, will be available for the Review Meeting Workshop.
- This SCADA Master Plan scope is limited to the existing 21 well houses and 12 booster stations and assumes tank SCADA will still be routed through the adjacent booster stations.
- This Plan does not include any SCADA being considered at PRV stations.

#### *Deliverables*

- Meeting agenda and minutes
- Evaluation of existing system
- Draft and final plan report

### **TASK 8: OPTIONAL SERVICES *(Not Included)***

- 8.1 Field work, including survey check, material testing, additional flow monitoring, etc.
- 8.2 Hydrant coverage evaluation and mapping.
- 8.3 Complete list of fire flow improvements – including small ones with lines under 12-inches.
- 8.4 Evaluation of various alternatives for proposed improvements.
- 8.5 Unidirectional flushing program support.
- 8.6 User Rate or Connection Fee Study.
- 8.7 Environmental Planning Services.
- 8.8 Additional meetings, public outreach, or stakeholder support.
- 8.9 Funding application and administrative support.
- 8.10 Staffing, operations and maintenance evaluation and recommendations beyond what is listed in the scope of work.
- 8.11 Energy efficiency evaluations.
- 8.12 Water management and conservation planning.
- 8.13 Water system resiliency evaluation, vulnerability assessment, and emergency response planning.
- 8.14 Environmental information documents, studies, field investigations, and permitting support

### **MANAGEMENT RESERVE**

From time to time the Owner may have additional tasks related to the project, or additional tasks may be encountered that are not identified in this scope of work or that may be dependent on decisions not yet made (“Additional Services”). This task establishes a management reserve for Additional Services. Consultant shall not perform any Additional Services unless authorized in writing by Owner staff (Water Superintendent). Compensation for Additional Services may be based on Consultant’s time and material or a lump sum amount as agreed by Owner and Consultant.

### **SCHEDULE**

Consultant intends to provide a final master plan document for Owner review within 15 months of receiving the requested information from the Owner. The schedule assumes that requested information is provided by the Owner within the timeframes indicated in the scope of work, and that Owner reviews are generally completed within one week. It is anticipated that the City Council presentation will occur in January or February 2027.

### **COMPENSATION**

As compensation for services to be performed by Consultant, the Owner will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the Owner.

| <b>Task</b>                                              | <b>Type</b> | <b>Amount</b>    |
|----------------------------------------------------------|-------------|------------------|
| Task 1 – Project Management                              | LS          | \$ 12,640        |
| Task 2 – Data Acquisition & Facility Tours               | LS          | \$ 40,135        |
| Task 3 – Project Planning                                | LS          | \$ 38,130        |
| Task 4 – Existing Facilities Evaluation                  | LS          | \$ 142,280       |
| Task 5 – Proposed Projects                               | LS          | \$ 74,940        |
| Task 6 – Facilities Plan Documentations & Public Meeting | LS          | \$ 34,770        |
| Task 7 – SCADA Master Plan                               | LS          | \$ 80,005        |
| <b>TOTAL SUM</b>                                         |             | <b>\$422,900</b> |
| Management Reserve                                       | LS or T&M   | \$ 10,000        |
| <b>TOTAL COST with Management Reserve</b>                |             | <b>\$432,900</b> |

LS = Lump Sum      T&M = Time and Materials

Agenda Item #9

**INTEROFFICE MEMORANDUM**

|                |                                                   |
|----------------|---------------------------------------------------|
| <b>TO</b>      | Mayor Blad & City Council Members                 |
| <b>FROM</b>    | Abby Newell, Human Resources Generalist           |
| <b>DATE</b>    | October 28, 2025                                  |
| <b>SUBJECT</b> | Executive Summary: Background Check Vendor Change |

The Human Resources Department has received direction from City Council following the October 9, 2025 Work Session to transition the City of Pocatello's background check services from Background Investigation Bureau, LLC (BIB) to VerifiedFirst.

VerifiedFirst has agreed to match the City's current pricing while expanding the scope of services to include federal background checks. Additionally, VerifiedFirst offers seamless integration with the City's applicant tracking system, KeldairHR, which will improve efficiency and streamline the hiring process.

Supporting documentation is attached for Council consideration. Council may wish to approve the End User Agreement with VerifiedFirst and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

To: City Council and Mayor  
From: Matt Kerbs, Deputy City Attorney MK  
Date: October 27, 2025  
Re: Verified First End-User Agreement

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I have reviewed the above referenced documents and have no legal concerns with the Council approving and authorizing the Mayor to sign the agreement with Verified First, LLC regarding background check services.

# Verified First

1. Includes Sex Offender, Global Homeland Security, and Office of Foreign Asset Control database searches. 2. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees. 3. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the U.S. Crosschecks with Social Security Death Index. 4. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees. 5. Certain industries capped at three counties.

| Standard Criminal Package        | Price  |
|----------------------------------|--------|
| Social Security Address Trace    | \$2.25 |
| Nationwide Sex Offender Registry | \$2.65 |
| Nationwide Criminal Database     | \$8.00 |
| County Criminal Records          | \$8.55 |
| Federal Criminal Records         | \$6.25 |

**Total** **\$27.70**

| Services to be Enabled                                                                                                                                                                                                                    | Price   |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| <b>Social Security Address Trace</b><br>Reveals address history based on credit applications, utility bills, and similar filings. (2)                                                                                                     | \$2.25  |
| <b>Nationwide Sex Offender Registry</b><br>Search of the National Sex Offender Registry.                                                                                                                                                  | \$2.65  |
| <b>Nationwide Criminal Database</b><br>Multi-jurisdictional search of millions of state and county records. Database is compiled from counties, department of corrections and administrative courts.                                      | \$8.00  |
| <b>County Criminal Records - 7 Year Lookback</b><br>Uncovers misdemeanors and felonies within a specific county's Central or County Seat court. Excludes any pass-through fees. (1)                                                       | \$8.55  |
| <b>Federal Criminal Records: District of Residence (Only Enabled if Needed)</b><br>Cases involving: white-collar crimes, embezzlement, kidnapping, illegal sale of firearms, pornographic exploitation of children, drug trafficking. (1) | \$6.25  |
| <b>State Criminal Records (Only Enabled if Needed)</b><br>Checks available counties within the state. Not available in all states. Excludes any pass-through fees. (1)                                                                    | \$17.50 |

All prices are per name, per search, unless otherwise noted. The pricing being offered is based off of an average monthly volume of 20 orders placed.

**Background Screening Footnotes:**

1. Individual products billed at quoted price. Prices exclude any pass-through, access, or data fees.
  1. Individual products billed at fixed-fee price. Excludes any pass-through, access, or data fees.
2. Address history from credit headers, utilities, etc. Does not determine the eligibility of employees to work in the United States. Crosschecks with Social Security Death Index.
3. Counties listed on Social Security Address Trace. Prices exclude any pass-through, access, or data fees.
4. Certain industries capped at three most recent counties. Prices exclude any pass-through, access, or data fees.
5. Fee charged per individual verification. Three attempts made at each reference. Prices exclude any pass-through, access, data fees.
6. Credit Inspection required to meet Federal regulations. One-time \$95 inspection fee.
7. The Vaccine Fee will vary from clinic to clinic. This fee will be passed through on the invoice.

# VERIFIED FIRST END-USER AGREEMENT

Version 2.2 – November 1, 2024

THIS END-USER AGREEMENT (“Agreement”) is made and entered into by and between Verified First, LLC, an Idaho Limited Liability Company with offices at 1120 S Rackham Way, Meridian, Idaho 83642. its subsidiary and affiliate corporations, successors, and assigns (“Company”) and: \_\_\_\_\_ (legal business entity name) doing business as \_\_\_\_\_ (hereafter “End-User”). This Agreement shall be effective on the date of first signature below (the “Effective Date”) provided a countersignature is obtained.

## 1.General

End-User is engaged in the business of \_\_\_\_\_ End-User represents and agrees that it is a legal entity in good standing with a legitimate permissible purpose for requesting the Services offered by Company (see Verified First's [FCRA Notice to Users](#)).

In connection with the Services (as such term is defined at [www.verifiedfirst.com/definitions](http://www.verifiedfirst.com/definitions)) provided pursuant to the terms of this Agreement, Company strives to deliver accurate and timely “consumer reports” and/or “investigative consumer reports” (collectively “consumer reports”) to assist End-User in making intelligent and informed decisions for a permissible purpose under applicable law. To this end, Company assembles information from a variety of sources, including databases maintained by consumer reporting agencies containing information from public records, other information repositories and third-party researchers. End-User understands that these information sources and resources are not maintained by Company. Therefore, Company does not guarantee that the information provided from these sources is accurate or current. Nevertheless, Company has in place reasonable procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.

## 2.End-User’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

a) End-User hereby certifies that each time a consumer report is requested, all of its orders from Company shall be made, and the resulting consumer reports shall be used, for the following Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, permissible purposes only (Please select 'Yes' for all that apply):

- i) **for employment purposes**, defined as the purpose of evaluating a consumer for employment, promotion, reassignment, or retention as an employee, including contractors and volunteers (§ 1681b-(a)(3)(B)), with the written authorization of the consumer.
- ii) **for consumer reports on applicants and tenants** who apply to rent housing or renew a lease, to be used only for housing purposes (qualifies under § 1681b-(a)(3)(F), with the written authorization of applicant or tenant.
- iii) Where there is a **legitimate business need**, in connection with a business transaction that is initiated by the consumer (§ 1681b-(a)(3)(F)(i)).

b) End-User will certify the specific permissible purpose each time a consumer report is requested.

## 3.End-User’s Certification of Legal Compliance



a) End-User certifies to Company that the consumer reports it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the FCRA and Title VII of the Civil Rights Act of 1964. End-User accepts full responsibility for complying with all such laws, including any state consumer reporting laws or requirements, and for using the consumer reports it receives from Company in a legally acceptable fashion. To that end, End-User agrees to comply with and provide all statutorily required notices under the FCRA or other state laws when using consumer reports. End-User further accepts full responsibility for any and all consequences of use and/or dissemination of those consumer reports. End-User further agrees that each consumer report will only be used for a one-time use.

b) End-User agrees to have reasonable procedures for the fair and equitable use of consumer reports and to secure the confidentiality of private information. End-User agrees to take precautionary measures to protect the security and dissemination of all consumer report or investigative consumer report information including, for example, restricting terminal access, utilizing passwords to restrict access to terminal devices, and securing access to, dissemination and destruction of electronic and hard copy reports. End-User agrees to abide by Addendum A attached hereto which is incorporated into and is part of this Agreement. By using a Company Service, End-User acknowledges and understands the practices described in Company's Privacy Policy and the actual collection, use, and disclosure of End-User-furnished information in accordance with Company's Privacy Policy available at <https://legal.verifiedfirst.com/#/legal#privacy-policy>.

c) As a condition of entering into this Agreement, End-User certifies that it will comply with all applicable local, state and federal laws including but not limited to the FCRA and state law equivalents. Company will only keep information it provides to End-User for the lesser of two (2) years or as required by applicable law. End-User certifies that it will retain information it receives from Company in accordance with applicable law and will make such information available to Company upon request. In addition, End-User agrees to abide by all state and local "Ban the Box" and other fair chance laws and ordinances, and certifies that it will not conduct a criminal history background check until after conditional offer of employment has been provided, if required by applicable law. If End-User requests and receives a consumer report that contains social media information, End-User certifies that it will not make any decision based on a grade, score, or other notation about the social media information, but will look at the context of all reported information and will follow applicable laws on the use of social media information.

d) If End-User seeks credit information, it certifies to Company that it has obtained written authorization and provided all disclosures required by applicable federal, state or local laws, regulations and ordinances to the consumer in connection with such requests and will provide information and agree to Addendum B before Company can provide credit information to End-User. Addendum B is incorporated into and is part of this Agreement, if applicable. End-User acknowledges and agrees to notify its employees that End-User can access credit information only for the permissible purposes listed in the FCRA.

e) End-User understands that the credit bureaus require specific written approval from Company before the following persons, entities and/or businesses may obtain credit reports: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an End-User or decision maker.

f) End-User represents that, if it orders credit reports, End-User will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by End-User, substantially varies from the address the credit bureau has on file for that consumer.

g) End-User hereby acknowledges that it has received a copy of the Summary of Rights (16 C.F.R. Part 601, Appendix A) and Notice of Users of Consumer Reports (16 C.F.R. Part 601, Appendix C), and Remedying the Effects of Identity Theft available at [www.verifiedfirst.com/fcra-notifications](http://www.verifiedfirst.com/fcra-notifications).

h) End-User hereby certifies that, under the Investigative Consumer Reporting Agencies Act ("ICRAA"), California Civil Code Sections 1786 et seq., and the Consumer Credit Reporting Agencies Act ("CCRAA"), California Civil Code Sections 1785.1 et seq., if the End-User is located in the State of California, and/or the End-User's request for and/or use of consumer reports pertains to a California resident, applicant or employee, End-User will do the following:

Request and use consumer reports solely for permissible purpose(s) identified under California Civil Code Sections 1785.11 and 1786.12.

i) When, at any time, consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, provide a clear and conspicuous disclosure in writing to the consumer, which solely discloses: (1) that a consumer report may be obtained; (2) the permissible purpose of the consumer report; (3) that information on the consumer's character, general reputation, personal characteristics and mode of living may be disclosed; (4) the name, address, telephone number, and website of the Consumer Reporting Agency conducting the investigation; and (5) the nature and scope of the investigation requested, including a summary of the provisions of California Civil Code Section 1786.22.

ii) When, at any time, consumer reports are sought for employment purposes other than suspicion of wrongdoing or misconduct by the consumer who is the subject of the investigation, only request a consumer report if the applicable consumer has authorized in writing the procurement of the consumer report.

iii) When consumer reports are sought in connection with the hiring of a dwelling unit, notify the consumer in writing that a consumer report will be made regarding the consumer's character, general reputation, and personal characteristics. The notification shall include the name and address of End-User as well as a summary of the provisions of California Civil Code Section 1786.22, no later than three days after the date on which the consumer report was first requested.

iv) Provide the consumer a means by which the consumer may indicate on a written form, by means of a box to check, that the consumer wishes to receive a copy of any consumer reports that are prepared.

v) If the consumer wishes to receive a copy of the consumer report, the End-User shall send (or contract with another entity to send) a copy of the consumer report to the consumer within three business days of the date that the consumer report is provided to End-User. The copy of the consumer report shall contain the name, address, and telephone number of the person who issued the report and how to contact them.

vi) Under all applicable circumstances, comply with California Civil Code Sections 1785.20 and 1786.40 if the taking of adverse action is a consideration, which shall include, but may not be limited to, advising the consumer against whom an adverse action has been taken that the adverse action was based in whole or in part upon information contained in the consumer report, informing the consumer in writing of Company's name, address, and telephone number, and provide the consumer of a written notice of his/her rights under the ICRA and the CCRAA.

vii) Comply with all other requirements under applicable California law, including, but not limited to any statutes, regulations and rules governing the procurement, use and/or disclosure of any consumer reports, including, but not limited to, the ICRA

and CCRAA.

**i) When Consumer Reports are Used for Employment Purposes**

i) If the consumer reports End-User obtains from Company are to be used for an employment purpose, End-User certifies that prior to obtaining or causing a “consumer report” to be obtained, a clear and conspicuous disclosure, in a document consisting *solely of the disclosure*, has been made in writing to the consumer explaining that a consumer report may be obtained for employment purposes. Such disclosure satisfies all requirements identified in the FCRA. End-User also certifies that the consumer has authorized, in writing, the obtaining of the report by End-User. If an investigative consumer report (as defined by the FCRA) is obtained, End-User certifies a separate disclosure will be obtained and such disclosure satisfies all requisite disclosure requirements for investigative consumer reports. End-User certifies that it also has provided the consumer with any notices or disclosures required under applicable state and local law. End-User understands and agrees that Company will not initiate a report for employment purposes in the absence of a written authorization. End-User certifies that each time it orders a report, it is reaffirming the above certifications.

ii) Prior to taking adverse employment action based in whole or in part on the consumer reports provided by Company, End-User will provide to the consumer: (1) a copy of the report, and (2) a description, in writing, of the rights of the consumer entitled: “A Summary of Your Rights Under the Fair Credit Reporting Act.” After the appropriate waiting period, End-User will issue to the consumer notice of the adverse action taken, including the statutorily required notices identified in Section 615 of the Fair Credit Reporting Act. End-User will not initiate the pre-adverse and adverse action notice process until Company has completed all search components of the consumer and/or investigative consumer report, Company has provided the complete report to End-User, and End-User has reviewed the consumer report contents. End-User also will not initiate the pre-adverse and adverse action notice process or otherwise take adverse action against a consumer based on a search or component of a search that is canceled, not completed, unable to be performed, or marked as unperformable or that receives any other mark or notation indicating that the search is not “complete.”

iii) Before taking adverse action based on a criminal record the EEOC Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions recommends that you perform an individualized assessment and or other considerations. To obtain a copy of this EEOC Enforcement Guidance please go to the following website:

[http://www.eeoc.gov/laws/guidance/arrest\\_conviction.cfm](http://www.eeoc.gov/laws/guidance/arrest_conviction.cfm).

iv) Please note, as it relates to criminal history information, Company only reports conviction records and will report a minimum of seven (7) years of conviction information, where allowed by any applicable fair credit reporting laws. Company does not report non-conviction information unless a case is pending with a next court date scheduled and does not report information relating to infractions, summary offenses, violations or other sub-criminal information. In determining whether a criminal record is reportable, Company does not apply any state or local laws restricting the employer use of criminal history UNLESS END-USER PROVIDES ADDITIONAL REPORTING RESTRICTIONS TO BE APPLIED TO CONSUMER REPORTS. End-User assumes full responsibility for determining whether reported information may be used in the jurisdiction where the consumer lives, works, or is applying for work.

v) Company complies with all FCRA and state and local laws that restrict the reportability of certain types of adverse information about a consumer. To ensure compliance with such laws, End-User acknowledges and agrees that when including any information about a consumer in a consumer report, Company follows the most restrictive reporting restrictions based on the consumer’s residence address. End-User understands that some state laws allow Company to report convictions where the date of disposition is older than seven years provided the consumer residing in the state is being considered for a position with an annual salary that equals to, or is reasonably expected to equal, \$25,000 or more. End-User certifies that if it seeks to have access to convictions with a disposition date that is older than seven years, such information will only be sought for consumers applying for employment with End-User who are being considered for a position with an annual salary that equals, or is reasonably expected to equal, \$25,000 or more.

**j) When Consumer Reports are Used for the Permissible Purpose of Tenant Screening**

End-User certifies that it will obtain written authorization from the consumer tenant or resident applicant prior to the procurement of the any consumer report or investigative consumer report by the End-User.

If the consumer's tenant application is denied, or other adverse action is taken based in whole or in part on the consumer reports provided by Company, End-User will provide to the consumer: (1) a notice of the adverse action, (2) the name, address, and telephone number of the consumer reporting agency that furnished the report and a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the consumer the specific reasons why the adverse action was taken, and (3) notice of the consumer's right to obtain a free copy of the consumer report from the consumer reporting agency that furnished the report within 60 days and of the consumer's right to dispute the accuracy or completeness of any information in the consumer report furnished by the consumer reporting agency. End-User certifies that any adverse action notice will comply with the FCRA including but not limited to satisfying all requirements under the FCRA if credit history is a disqualifying factor. If using a credit score, End-User certifies that it will comply with the Dodd-Frank Act and all applicable regulations relating to using a credit score.

#### **k) Investigative Consumer Reports**

In addition to the disclosure requirements identified above, if the consumer makes a written request for a complete and accurate disclosure of the nature and scope of the investigation requested within a reasonable amount of time after the consumer's receipt of disclosure, End-User will provide consumer with a complete and accurate written disclosure of the nature and scope of the investigation requested. End-User agrees to provide this information to the consumer no later than five (5) days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

#### **l) International Criminal Record Searches**

End-User understands that searches of international background screening will be conducted through the services of a third-party independent contractor. Because of differences in foreign laws, language, and the way foreign records are maintained and reported, Company cannot be either an insurer or guarantor of the accuracy of the information reported. End-User therefore releases Company and its affiliated companies, officers, agents, employees, and independent contractors from any liability whatsoever in connection with erroneous information received because of an international background screening report.

#### **m) National/Multi-State Database Searches**

Company recommends that End-User screen its applicants or employees at the county court-house or online system, federal, and multi-state/nationwide database levels. End-User understands that if it chooses not to conduct searches at these levels, Company cannot be held responsible for any records that exist that are not included in the End-User's coverage requested. End-User further understands that the multi-state/nationwide database report will only be offered in conjunction with a county-level verification of any records found and that End-User will bear any additional costs associated with this verification.

#### **n) Text Messaging (SMS) Service**

If End-User requests the Company to communicate with consumers via text message to a phone number disclosed by the consumer, End-User understands that it is responsible for obtaining all necessary authorizations for compliance with the Telephone Consumer Protection Act ("TCPA") permitting the Company and its service providers to send text messages to the disclosed phone number. End-User certifies that it will only request the Company to communicate with consumers via text message only after End-User has obtained such authorization(s). End-User shall provide written evidence of opt-in upon request from Company and End-User agrees to notify Company immediately of the name and number of any consumers who have not opted-into or have opted-out of receiving SMS messaging.

End-User represents and warrants that End-User's use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text

messages, SMS messages, "in-app" communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.

**o) Miscellaneous**

End-User understands and agrees that access to certain types of information (e.g., credit, motor vehicle records, I-9 verification, etc.) may require End-User to execute a separate contract, agreement, or addendum (as applicable) with Company or with Company's vendors or service providers. End-User understands that Company will not provide to End-User or allow End-User access to such information unless and until it executes the relevant contract(s), agreement(s) or addenda (as applicable).

**4. Additional Requirements for Motor Vehicle Records (MVRs) and Driving Records**

End-User hereby certifies that Motor Vehicle Records and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 *et seq.*) and any related state laws. End-User further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Company in the form of the consumer's signed release authorization form. End-User also certifies that it will use this information only in the normal course of business to obtain lawful information relating to the holder of a commercial driver's license or to verify information provided by an applicant or employee. End-User shall not transmit any data contained in the resulting MVR via the public internet, electronic mail or any other unsecured means.

**5. Warrants**

In the course of completing background checks, Company may uncover active arrest warrants which are outstanding against the subject. In these cases, Company may be contacted by the law enforcement agency seeking the subject. End-User understands that Company will furnish to law enforcement any information contained within the subject's file to assist in the apprehension of the subject. Additionally, Company may contact End-User, and End-User agrees to release to Company, all information End-User may have which will further the apprehension of the wanted individual.

**6. General Provisions**

a) End-User agrees not to resell, sub-license, deliver, display or otherwise distribute to any third party any of the consumer reports and investigative consumer reports addressed herein, except as required by law. End-User may not assign or transfer this Agreement without the prior written consent of Company. In addition, End-User shall immediately notify Company of any of the following events: change in ownership of End-User (over 50%), a merger, change in name or change End-user's business. The parties understand that this Agreement is for the sole benefit of Company and End-User and no third party shall be deemed a third-party beneficiary of this Agreement. If any of the provisions of this Agreement become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be impacted. By agreement of the parties, IDAHO law shall guide the interpretation of this Agreement, if such interpretation is required. All litigation arising out of this Agreement shall be commenced in IDAHO, and the parties hereby consent to such jurisdiction and venue. Any written notice by either party shall be delivered personally by messenger, private mail courier service, or sent by registered or certified mail, return receipt requested, postage prepaid to the addresses listed below. This Agreement shall be construed as if it were jointly prepared. Both parties agree that this Agreement constitutes all conditions of service, present and future. Changes to these conditions may be made only by mutual written consent of an authorized representative of End- User and an officer of Company. The headings of each section shall have no effect upon the construction or interpretation of any part of this Agreement.

b) If End-User is permitted to request consumer reports for employment purposes via Company's website, then, in addition to all other obligations, End-User agrees to abide by such additional conditions that may be imposed to utilize the website, provide all required certifications electronically, to maintain complete and accurate files containing all required consent, authorization and disclosure forms with regard to each consumer for whom a report has been requested, and maintain strict security procedures and controls to assure that its personnel are not able to use End-User's Internet access to obtain reports for improper, illegal or unauthorized purposes. End-

User agrees to obtain the consumer's electronic consent to receive any legal or other notices electronically. End-User agrees to allow Company to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by Company may result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

c) Company requires criminal history background checks for any authorized user of End-User to determine whether the authorized user can be trusted to use the Services and information derived from the Services only for a legitimate business purpose and not disclose such information except as permitted by this Agreement and applicable law. As allowed by law, and subject to an individualized assessment, such background checks must not reveal any felony or misdemeanor conviction for the seven (7) years preceding the date that the employee of End-User gains access to the Verified First Background Screening Portal. End-User must retain each background check report for as long as an individual is an authorized user and for two years thereafter and will make such background check reports available for review by Company upon reasonable request.

d) End-User understands and agrees that if it fails to place any orders for consumer reports or investigative consumer reports for a period of thirteen (13) months, Company will automatically disable their account after which time End-User must complete a new application for services and undergo credentialing before its service is restored.

## **7. Monitoring Products**

It is the sole responsibility of End-User, and End-User represents and warrants that it maintains reasonable procedures, to promptly notify Company of any personnel changes that are relevant to ensuring accuracy of the checks performed in connection with the monitoring products and appropriate access control, including but not limited to MVR, Healthcare Compliance and Criminal. In addition, End-User shall comply with all applicable federal, state and local laws in connection with use of the monitoring products, including but not limited to any additional consent requirements under California law.

## **8. Confidentiality**

a) Neither party shall reveal, publish, or otherwise disclose any Confidential Information to any third party without the prior written consent of the other party. "Confidential Information" means all Proprietary Intellectual Property (defined below) or secret data; sales or pricing information relating to either party, its operations, employees, products, or services; and, all information relating to any customer, potential customer, Agent, and/or independent sales outlet. Either party may disclose Confidential Information in response to a valid order of a court or other governmental body or as may otherwise be required by law to be disclosed; provided that the disclosing party gives sufficient notice to the other party to enable the other party to take protective measures. The Parties agree to always keep this information confidential during the term of this Agreement and continuing for five years after receipt of any Confidential Information. Notwithstanding anything to the contrary herein, in no event shall Company be required to destroy, erase or return any consumer reports or applicant data related thereto in Company's files, all of which Company shall maintain as a consumer reporting agency in strict accordance with all applicable federal, state, and local laws.

b) In connection with Services, End-User may have access to Confidential Information relating to Company's intellectual property, including but not necessarily limited to trade secrets, service marks, trademarks, trade names, logos, symbols, brand names, software, technology, inventions, processes (that are subject to a patent or otherwise pending) collectively "Proprietary Intellectual Property." End-User acknowledges and agrees that Company is the sole exclusive owner of all right, title and interest in such Proprietary Intellectual Property and it shall not disclose to any third party the nature or details of any such Proprietary Intellectual Property. End- User further agrees that it has no right to publish, reproduce, prepare derivative works based upon, distribute, perform or otherwise display any of Company's Proprietary Intellectual Property.

## **9. Independent Contractor**



The parties agree that the relationship of the parties created by this Agreement is that of independent contractor and not that of employer/employee, principal/agent, partnership, joint venture or representative of the other. Except as authorized hereunder, neither party shall represent to third parties that it is the employer, employee, principal, agent, joint venture or partner with, or representative of the other party.

#### **10.Fees and Payment**

- a) End-User must provide ACH debit information or a valid credit card to Company before End-User can order any services. If End-User opts for credit card, the End-User agrees to pay up to 4% credit card processing fee, varied by applicable state law. End-User is solely responsible for ensuring that payment information is always complete and accurate.
- b) End-User agrees to pay nonrefundable fees and other charges or costs for Company background check services. Any charges or costs, including but not limited to surcharges and other fees levied by federal, state, county, other governmental agencies, educational institutions, employer verification lines and licensing agencies, incurred by Company in servicing End-User, will be passed onto End-User. At Company's option, payments not received thirty (30) days after the date of the invoice may cause the account to be placed on temporary interruption, with no additional requests being processed until the balance due is paid in full or arrangements have been made with Company's Accounts Payable Department. Accounts with invoices unpaid thirty (30) days or more will be assessed an interest charge of 1.5 % per month, as allowed by applicable law. In addition, Company charges a 4% fee, or such other amount as permitted by applicable laws for collecting payments via credit card. Any concerns regarding invoices or line items must be brought to the attention of Company's billing department within 15 days of the date of such invoice. A \$25 fee will be charged on all returned checks and non-sufficient funds.
- c) If the account goes to collection, End-User agrees to pay all collection expenses, including attorneys' fees and court costs. End-User agrees that prices for services are subject to change without notice, although Company will make every reasonable effort to give notice of such change before it becomes effective. Any account that remains inactive for a period of twelve (12) months will be deemed inactive and may be terminated by Company.

#### **11.Warranties, Remedies, and Limitation of Liability**

- a) End-User understands that Company obtains the information reported in its consumer reports from various third-party sources "AS IS", and therefore is providing the information to End-User "AS IS".
- b) End-User represents and warrants that End-User's use of the Services will not violate any applicable law or regulation. End-User further represents and warrants that End-User will only communicate with individuals in a manner that does not cause either the Company or the End-User to violate any applicable statute, rule, or regulation relating to the use of e-mail, telephonic calls, text messages, SMS messages, "in-app" communications, or similar methods of communicating with individuals who may be the target of the Services obtained by the End-User.
- c) Company makes no representation or warranty whatsoever, express or implied, including but not limited to, implied warranties of merchantability or fitness for particular purpose, or implied warranties arising from the course of dealing or a course of performance with respect to the accuracy, validity, or completeness of any consumer reports or investigative consumer reports, that the consumer reports or investigative consumer reports will meet End-User's needs, or will be provided on an uninterrupted basis; Company expressly disclaims any and all such representations and warranties.
- d) End-User represents and warrants that it has developed, implemented, and continues to maintain a written information security program ("WISP") that includes administrative, technical, and physical safeguards designed to endure the confidentiality, integrity, and availability of data and systems used by End-User to obtain products and services provided by Company. End User further represents

and warrants that its WISP shall include safeguards which are consistent with and equivalent to the safeguards specified in Addendum A, attached hereto and incorporated by reference.

e) COMPANY WILL NOT BE LIABLE TO END-USER FOR DAMAGES, AND END-USER HEREBY RELEASES COMPANY FROM ANY LIABILITY FOR ANY AND ALL KINDS OF DAMAGES ARISING UNDER ANY THEORY OF LEGAL LIABILITY TO THE FULLEST EXTENT THAT END- USER MAY LEGALLY AGREE TO RELEASE COMPANY FROM LIABILITY FOR SUCH DAMAGES, NONETHELESS, IN THE EVENT COMPANY IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE LIABLE TO END-USER FOR ANY MATTER ARISING UNDER OR RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY, TORT OR OTHERWISE (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY FOR ALL SUCH MATTERS WILL NOT EXCEED, IN THE AGGREGATE, **THE AMOUNT PAID TO COMPANY BY END-USER FOR THE SPECIFIC SERVICE TO WHICH A GIVEN CLAIM RELATES (BY WAY OF EXAMPLE ONLY, THE AMOUNT PAID BY END-USER FOR A PARTICULAR BACKGROUND REPORT AT ISSUE IN THE UNDERLYING CLAIM)**; RECOVERY OF THE FOREGOING IS END-USER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER. IN THE EVENT COMPANY IS LIABLE TO END- USER FOR ANY MATTER RELATING TO THIS AGREEMENT, WHETHER ARISING IN CONTRACT, EQUITY OR TORT (INCLUDING WITHOUT LIMITATION ANY CLAIM FOR NEGLIGENCE), AND IN ADDITION TO ANY OTHER LIMITATION OF LIABILITY OR REMEDY SET FORTH IN THIS AGREEMENT, THE AMOUNT OF DAMAGES RECOVERABLE AGAINST COMPANY WILL NOT INCLUDE ANY AMOUNTS FOR INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST INCOME, OR LOST SAVINGS, OR ANY OTHER INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY FOR SUCH DAMAGES.

f) End-User shall indemnify, defend and hold harmless Company, its successors and assigns, officers, directors, employees, agents, vendors, credit bureaus and suppliers from and against any and all third-party claims, demands, suits, or proceedings, and any and all actual damages, costs, expenses (including, without limitation, reasonable attorneys' fees and court costs) ("Losses") arising or resulting from, or otherwise in connection with consumer reports and investigative consumer reports provided by Company, including but not limited to the content, compliance, method of delivery or effectiveness of any notices, pre-adverse or adverse action letters, including in the use of Company's applicant pay system or Company's facilitation of any consumer payments made in connection with consumer reports and investigative consumer reports provided by Company, any breach by End-User of any of its representations, warranties, or agreements in this Agreement or End-User's negligence or willful misconduct. Company shall have no responsibility for consequences of the actions of End-User upon the information which Company provides End-User, and End-User will indemnify and hold Company harmless from any loss, liability, damage, judgment, attorney's fees, costs, or penalties which may result from the use by End-User of the information provided by Company.

g) End-User agrees it is solely responsible for having adequate and legally compliant disclosures, adverse action letters, and processes under the FCRA and applicable state and local law. Company does not guarantee End-User's compliance with all applicable laws in its use of reported information, and does not provide legal or other compliance-related services upon which End-User may rely in connection with its furnishing of reports. End-User understands that any documents, sample forms and letters, information, conversations or communication with Company's representatives regarding searches, verifications or other services offered by Company are for information purposes only and not to be considered a legal opinion regarding such use. End-User agrees that

(1) it will consult with its own legal or other counsel regarding the use of background screening information, including but not limited to, the legality of using or relying on reported information and to review any sample forms as well as the content of prescribed notices, sample adverse or pre-adverse action letters and any attachments to this Agreement for compliance with all applicable laws and regulations and (2) the provision and content of such notices, pre- adverse or adverse action letters and the contents thereof is the sole responsibility of End-User not Company. End-User acknowledges and agrees that it has no obligation to use and is solely responsible for independently vetting the contents of, any sample forms, disclosures, or letters that Company has provided to End-User in connection with this Agreement. Company fully disclaims any and all liability relating to the content, compliance or effectiveness of any such certifications, consumer consents,



forms, notices, summary of rights, disclosures, authorizations, pre-adverse or adverse action letters, other materials or information. If End-User utilizes Company's candidate entry system and/or its adverse action processing system, End-User agrees that it has had such processes, documents and letters reviewed by its counsel.

h) Company will keep information it provides to End-User in accordance with company's data retention policy, found at <https://legal.verifiedfirst.com/#!/legal#data-retention-policy>.

## **12.Term and Termination**

a) The term of this Agreement shall begin on the date it is executed by End-User and shall be in effect for one (1) year beginning on the last date of signature below and renewed automatically for one (1) year each year on its anniversary date, if no written notice is received by either party within thirty (30) days prior to end of term.

b) Except as otherwise provided for herein, either party may cancel this Agreement by giving thirty (30) day written notice to the other party. If End-User desires to terminate this Agreement, End-User agrees that it will pay Company for all services that have been provided prior to the effective date of termination. Company may terminate or revise the provisions of this Agreement immediately upon written notice if End-User is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if End-User undergoes a change in ownership. Termination of this Agreement by either party does not release End-User from its obligation to pay for services rendered or other responsibilities and agreements made.

c) In addition to any and all other rights a party may have available according to law, if a party defaults by failing to perform any provision, term or condition of this Agreement the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the receipt of such notice to cure the default(s). Unless waived by party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

## **13.Force Majeure**

End-User agrees that Company is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, terrorism, riots, embargoes, strikes, internet or telecommunication failures, acts by hackers or other malicious third parties, and/or Acts of God or governmental action) that prevent Company from meeting its obligations under this Agreement and such performance, except for any payment obligations of End-User, shall be excused to the extent that it is prevented or delayed by reason of any of the foregoing.

## **14.Waiver**

The failure of either party to insist in any one or more cases upon the strict performance of any term, covenant or condition of this Agreement will not be construed as a waiver or subsequent breach of the same or any other covenant, term or condition; nor shall any delay or omission by either party to seek a remedy for any breach of this Agreement be deemed a waiver by either party of its remedies or rights with respect to such a breach.

## **15.Severability**

If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

## **16.Execution**

This Agreement and all attachments, exhibits and addendums hereto, constitute the entire agreement of the parties and shall supersede any prior agreements governing the subject matter contained herein. Neither party will be bound by, and each specifically objects to, any provision that is different from or in addition to this Agreement (whether proffered verbally or otherwise), unless such provision is specifically agreed to in writing and signed by both parties. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A signature on a copy of this Agreement received by either party by facsimile is binding upon the other party as an original. The parties shall treat a photocopy of such facsimile as a duplicate original. The individuals signing below represent that they are duly authorized to do so.

## **Signature**

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

### **On Behalf of End-User:**

Company Name:

Company Address:

Date:

Print Name:

Title:

Signature:

### **Who is going to be your primary user with full administrative rights?**

Name:

Direct Phone:

Email:

I understand the pricing being offered is based off an average monthly volume of 20 orders placed. End-User Company is registered with the Secretary of State in the State of:  
We plan to place our first order on or before:

### **On Behalf of Verified First, LLC**

Name:

Title:

Date:

Signature:



## **ADDENDUM A**

### **Access Security Requirements**

#### **1. Access Control Measures**

1.1. Policies, procedures, and physical and technical controls: (i) to limit physical access to its file storage, information systems, and the facility or facilities in which they are housed to properly authorized persons; (ii) to ensure that all members of its workforce who require access to Confidential Information, especially PI, have appropriately controlled access, and to prevent those workforce members and others who should not have access from obtaining access; (iii) to authenticate and permit access only to authorized individuals and to prevent members of its workforce from providing Confidential Information or information relating thereto to unauthorized individuals; and (iv) to encrypt and decrypt PI and other relevant Confidential Information where appropriate.

1.2. All of End-User's employees and agents shall take reasonable steps to protect their usernames, account numbers and passwords such that only key personnel employed by End-User with a need to have access to the Confidential Information will have such access. End-User agrees to notify Company and change account passwords immediately if a person with an assigned password leaves the End-User's employment or no longer needs to have system access due to a change in duties.

#### **2. Security Awareness and Training.**

2.1. A security awareness and training program for all members of End-User's workforce (including management), which includes training on how to implement and comply with its security controls. At a minimum, such awareness and training program shall adhere to the following:

(a) Annual training regarding Applicable Privacy Laws for all personnel who process Personal Information; and

(b) Annual training regarding functionally specific data protection controls which apply to each End-User worker's job function where such worker processes Personal Information.

#### **3. Security Incident Procedures.**

Policies and procedures to detect, respond to, and otherwise address security incidents, unusual or suspicious events and similar incidents including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into PI or Confidential Information or information systems relating thereto, and procedures to identify and respond to suspected or known security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes as well as to permit identification and prosecution of violators.

#### **4. Contingency Planning.**

Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Confidential Information or systems that contain Confidential Information, including a data backup plan and a disaster recovery plan.

#### **5. Device and Media Controls.**

Policies and procedures that govern the receipt and removal of hardware and electronic media that contain Confidential Information into and out of a End-User facility, and the movement of these items within a End-User facility, including policies and procedures to address the final disposition of Confidential Information, and/or the hardware or electronic media on which it is stored, and procedures for removal of Confidential Information from electronic media before the media are made available for re-use.

#### **6. Audit Controls.**

6.1. End-User shall properly implement, maintain and enforce privacy and data security policies and, if requested by Company, promptly provide to Company copies of all such policies relevant to the Processing of Personal Information for Company to review.

6.2. End-User shall reasonably cooperate with Company, at Company's expense, in connection with any Company or governmental investigations regarding Company Personal Information or the provision of the Services.

6.3. Upon reasonable advance notice to End-User and during normal business hours, Company may conduct a security audit of End-User's facilities, at Company's expense, by representatives of Company, including without limitation its independent third-party auditor, provided that:

(a) such security audit shall occur at a mutually agreeable time not more than once during any given calendar year; provided, however, that Company shall have the right (i) to conduct an additional security audit in response to each Security Incident; and (ii) to conduct follow-up security audits.

(b) such site visit shall not unreasonably interfere with End-User's operations; and

(c) any third party performing such site visit on behalf of Company shall execute a nondisclosure agreement with End-User in a form acceptable to End-User with respect to the confidential treatment and restricted use of End-User's confidential information.

## 7.Data Integrity.

7.1. Policies and procedures to ensure the confidentiality, integrity, and availability of Confidential Information and protect it from disclosure, improper alteration, or destruction.

7.2. End-User shall keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates. End-User shall configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best commercial security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.

7.3. End-User shall implement and follow current best commercial security practices for Computer Virus detection scanning services and procedures by adhering to the following:

(a) End-User shall use, implement and maintain a current, commercially available Computer Virus detection/scanning product on all computers, systems and networks.

(b) If End-User suspects an actual or potential virus, End-User shall immediately cease accessing the system and shall not resume use of the system until the virus has been eliminated.

(c) On a commercially reasonable, regular weekly basis at a minimum, End-User shall keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files. If End-User's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-virus scans be completed more frequently than weekly.

(d) End-User shall implement and follow current best commercial security practices for computer anti-Spyware scanning services and procedures by adhering to the following:

(i) Use, implement and maintain a current, commercially available computer anti-Spyware scanning product on all computers, systems and networks.

(ii) If End-User suspects actual or potential Spyware, immediately cease using the system and do not resume use until the problem has been resolved and eliminated.

(iii) Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from End-User's computers.

(iv) Keep anti-Spyware software up-to-date by vigilantly checking or configuring updates and installing new anti-Spyware definition files on a commercially reasonable, regular basis weekly, at a minimum. If End-User's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

## 8.Storage and Transmission Security.

8.1. Technical security measures to guard against unauthorized access to Confidential Information that is being transmitted over an electronic communications network, including a mechanism to encrypt electronic information whenever appropriate, such as while in transit or in storage on networks or systems to which unauthorized individuals may have access.

8.2. End-User shall develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)

8.3. End-User shall protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best commercial security practices. Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.

8.4. Any stand-alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services and network traffic.

8.5. End-User shall disable outside vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

## 9.Secure Disposal.

9.1. Policies and procedures regarding the disposal of Confidential Information, and tangible property containing Confidential Information, taking into account available technology so that Confidential Information cannot be practicably read or reconstructed.

9.2. In accordance with the FACTA Disposal Rules, End-User shall implement appropriate measures to dispose of any sensitive information related to consumer reports and records, including the Confidential Information, that will protect against unauthorized access or use of that information.

#### 10. Assigned Security Responsibility.

End-User shall designate a security official responsible for the development, implementation, and maintenance of its WISP. End-User shall inform Company as to the person responsible for security.

#### 11. Testing.

11.1. End-User shall regularly and no less than one time per year test the key controls, systems and procedures of its WISP to ensure that they are properly implemented and effective in addressing the threats and risks identified. Tests should be conducted or reviewed by independent third parties or staff independent of those that develop or maintain the security programs.

11.2. End-User shall use current best commercial practices to protect its telecommunications systems and any computer system or network device(s) to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:

- (a) protecting against intrusions;
- (b) securing the computer systems and network devices; and
- (c) protecting against intrusions of operating systems or software.

#### 12. Adjust the Program.

End-User shall monitor, evaluate, and adjust, as appropriate, the WISP in light of any relevant changes in technology or industry security standards, the sensitivity of the Confidential Information, internal or external threats to End-User or the Confidential Information, requirements of applicable work orders, and End-User's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

**ADDENDUM B**  
**Documents Required Before Requesting Credit Report Information**

Before End-User will be allowed to access credit report information or employment verification data obtained from TALX (an Equifax Company), Company requires that End-User provide one (1) of the following items listed below (if End-User is not publicly traded) and also receive an onsite inspection to verify company information and physically review End-User's onsite location. Certain criteria must be met at the onsite inspection per requirements of the credit bureau. Cost for the onsite inspection will be the responsibility of the End- User and End-User will receive an invoice for any related costs and expenses from Verified First.

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification.
3. Documented corporation verification with state or federal government.
4. Copy of Articles of Incorporation with proof of filing.
5. State and/or federal tax records originating from the state or federal government.
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit organizations.

If End-User is a publicly traded company, the following items are acceptable methods for verifying that the End-User is a bona fide entity:

1. Documentation of ticker symbol information from trading website.
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

**REGULAR CITY COUNCIL MEETING  
AIRPORT LEASE AGREEMENTS  
EXECUTIVE SUMMARY  
NOVEMBER 6, 2025**

The Airport is seeking approval of renewal of the following lease agreements and corresponding resolutions:

- a) Aaron Bowman and Jared Smith- 1,760 square foot City-owned hanger. The lease term will be five (5) years and rental rate will be \$324.20 per month.
- b) Civil Air Patrol – 1,760 square foot City-owned hanger. The lease term will be five (5) years and rental rate will be \$77.45 per month. In accordance with FAA authorization, a less than market value rental rate has always been provided to Civil Air Patrol due to the nature of their operations and benefit to the community as well as the airport.
- c) Bob Howard Larson Trust - 5,990 square feet of property upon which the trust owns a hangar. The lease term will be fifteen (15) years and rental rate will be \$1,377.70 per year.
- d) Butch McDougall and Ashley McDougall - 5,649.81 square feet of property upon which Mr. McDougall and Ms. McDougall own a hangar. The lease term will be thirty (30) years and rental rate will be \$1,299.46 per year.
- e) Hannah Warner – 6,293 square feet of property upon which Ms. Warner owns a hangar. The lease term will be twenty (20) years and rental rate will be \$1,447.39 per year.

Rental rates will be increased annually according to the CPI with a full review in 2026 and every five years thereafter.



## MEMORANDUM

TO: City Council and Mayor  
FROM: Brian Trammell, Deputy City Attorney  
DATE: September 15, 2025  
RE: Resolution and Lease Agreement

I have reviewed the resolution and lease agreement with Aaron Bowman and Jared Smith. This is a five-year lease of real property for the purpose of operating a private aircraft storage hangar. I have no legal concerns with Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

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, AARON BOWMAN, AND JARED SMITH, 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 private aircraft storage hangar; 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

## **AIRPORT HANGAR LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as “LESSOR”, and AARON BOWMAN, 765 Dell Road, Chubbuck ID, 83202, and JARED SMITH, 1214 Holman Avenue, Pocatello ID, 83201, hereinafter and collectively referred to as “LESSEE”:

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on December 18, 2020, Lessor entered into a lease agreement with Lessee for the purpose of leasing an aviation hangar at the Pocatello Regional Airport;

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of private aircraft storage.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

### **I. PREMISES**

Lessor leases to Lessee the following described real property consisting of approximately 1,760 square feet located at 1462 Thunderbolt, hereafter referred to as Hangar #2.

### **II. TERM**

This Agreement shall be for a five (5) year period, commencing with the December 1, 2025, and ending with the November 30, 2030.

### **III. PURPOSE**

The premises described herein shall be used by the Lessee for the purpose of private aircraft storage and the storage of such equipment as may be incidental and/or necessary to the operation thereof. Lessee is prohibited from storing items or vehicles not pertinent to the operation and care of stored aircraft on the leased premises. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this Agreement must be stored within the hangar. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s). Additionally, the hangar shall be utilized solely for "cold storage" and no heating source such as a space heater, etc. shall be used.

### **IV. RENTAL**

Commencing December 1, 2025 through November 30, 2026, Lessee shall pay to Lessor the sum of three hundred twenty-four dollars and twenty cents (\$324.20) per month. For each succeeding year, the monthly rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. Rent shall be due and payable on the 5th day of each month during the term of this Agreement and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount

of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

#### **V. EXAMINATION OF PREMISES**

Lessee has inspected the 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 City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations,

drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## **VI. WASTE**

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## **VII. MAINTENANCE OF FACILITY**

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

## **VIII. UTILITIES**

Lessee shall pay all utility charges with the exception of electricity, which shall be paid by Lessor. No additional utilities shall be installed without written consent of Lessor.

## **IX. NO SUBLEASE OR ASSIGNMENT**

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new lease on the part of a prospective

sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## **X. INDEMNIFICATION**

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Agreement, or the use in common with others of the Pocatello Regional Airport.

## **XI. INSURANCE**

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.



B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

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

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

## **XII. DISCHARGE OF LIENS**

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit

the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

### **XIII. RELEASE AND RELINQUISHMENT**

Notwithstanding the terms of Article II above, either party may, at any time, terminate this Agreement upon giving ninety (90) days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

### **XIV. TERMINATION**

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Agreement shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor City as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

## **XV. DESTRUCTION OF PREMISES**

The Lessor shall be required to maintain insurance in the appropriate amounts to insure the structures and facilities at the Airport. However, in the event said structures and facilities are destroyed, this Agreement shall be deemed terminated. The proceeds from said insurance policy may be used to reconstruct structures and facilities at the Airport at the sole discretion of the Lessor.

## **XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS**

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## **XVII. DEFAULT**

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so

long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

#### **XVIII. REMEDIES IN DEFAULT**

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a termination on default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

#### **XIX. ENVIRONMENTAL MATTERS**

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable

attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Agreement and through and until the date on which Lessee vacates the leased premises.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.*), and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

## **XX. HAZARDOUS MATERIALS**

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the

leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

## **XXI. SIGNS**

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee

shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## **XXII. MISCELLANEOUS**

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the 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 Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

D. NO WAIVER. The failure by the City to require strict performance of any condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

E. MERGER. This writing represents the entire agreement between the parties. No prior promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

F. SECTION CAPTIONS. The captions appearing under the section number designations of this 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.

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



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

I. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

J. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased 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 or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

K. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

### **XXIII. NOTICES**

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

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

LESSEE: Aaron Bowman  
765 Dell Road  
Chubbuck, ID 83202

Jared Smith  
1214 Holman Avenue  
Pocatello, ID 83201

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

### **XXIV. ATTORNEYS FEES UPON BREACH**

In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

LESSOR:

CITY OF POCATELLO, a municipal corporation  
of Idaho

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

ATTEST:

\_\_\_\_\_  
KONNI KENDELL, City Clerk

LESSEE:

\_\_\_\_\_  
AARON BOWMAN

\_\_\_\_\_  
JARED SMITH

STATE OF IDAHO                    )  
                                              :SS  
County of Bannock                )

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

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_

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 Aaron Bowman, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_

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 Jared Smith, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_

## MEMORANDUM

TO: City Council and Mayor  
FROM: Brian Trammell, Deputy City Attorney  
DATE: September 15, 2025  
RE: Resolution and Lease Agreement

I have reviewed the resolution and lease agreement with Civil Air Patrol. This is a five-year lease of real property for private aircraft storage. I have no legal concerns with the Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCA TELLO AND CIVIL AIR PATROL, 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 private aircraft storage hangar; 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 POCA TELLO 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

## **AIRPORT HANGAR LEASE AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as “LESSOR”, and CIVIL AIR PATROL, a branch of the United States Airforce, hereinafter referred to as “LESSEE”:

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on August 20, 2020, Lessor entered into a lease agreement with Lessee for the purpose of easing an aviation hangar at the Pocatello Regional Airport; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of private aircraft storage.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

### **I. PREMISES**

Lessor leases to Lessee the following described real property consisting of approximately 1,760 square feet, hereafter referred to as Hangar #3.

### **II. TERM**

This Agreement shall be for a five (5) year period, commencing on December 1, 2025, and ending on November 30, 2030.

### **III. PURPOSE**

The premises described herein shall be used by the Lessee for the purpose of aircraft storage and the storage of such equipment as may be incidental and/or necessary to the operation



thereof. Lessee may store flammables on or about the lease premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection." Any aircraft or equipment which is permitted to be stored pursuant to the terms of this agreement must be stored within Hangar #3. Lessee's permitted use of the demised premises is limited to the storage of the aircraft and pertinent equipment. No other use of the demised premises is permitted. Further, Lessee is prohibited from using the demised premises for pecuniary gain or other commercial purpose(s).

#### **IV. RENTAL**

Commencing December 1, 2025 through November 30, 2026, Lessee shall pay to Lessor the sum of seventy-seven dollars and forty-five cents (\$77.45) per month. For each succeeding year, the monthly rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. Rent shall be due and payable on the 5th day of each month during the term of this Agreement and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Agreement, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the

overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## **V. EXAMINATION OF PREMISES**

Lessee has inspected the 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 City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made nor has Lessee relied upon any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## **VI. WASTE**

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## **VII. MAINTENANCE OF FACILITY**

Lessee shall not alter the leased premises without prior written permission of Lessor. Lessee shall keep the leased premises and any approved improvements in good and substantial condition and provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. Lessor shall provide necessary maintenance to the leased premises and shall have the right to enter upon and inspect said premises, but shall attempt to make such inspections at a mutually agreeable time.

## **VIII. UTILITIES**

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities, which may be furnished to the leased premises at Lessee's order or with Lessee's consent

## **IX. NO SUBLEASE OR ASSIGNMENT**

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Agreement or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Agreement and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## **X. INDEMNIFICATION**

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of its employees, and adequate liability and property damage insurance as specified in Section XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Agreement, or the use in common with others of the Pocatello Regional Airport.

## **XI. INSURANCE**

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an

amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

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

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Agreement.

## **XII. DISCHARGE OF LIENS**

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

### **XIII. RELEASE AND RELINQUISHMENT**

Notwithstanding the terms of Article II above, either party may, at any time, terminate this Agreement upon giving ninety (90) days written notice to the other party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Agreement except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Agreement during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

### **XIV. TERMINATION**

On the termination date of this Agreement, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Agreement shall be forthwith removed by Lessee, including fixtures at the option of Lessor. In so doing, Lessee shall ensure that any remaining equipment and furnishings are not damaged but are left as they would have been without such removal.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor City as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

## **XV. DESTRUCTION OF PREMISES**

The Lessor shall be required to maintain insurance in the appropriate amounts to insure the structures and facilities at the Airport. However, in the event said structures and facilities are destroyed, this Agreement shall be deemed terminated. The proceeds from said insurance policy may be used to reconstruct structures and facilities at the Airport at the sole discretion of the Lessor.

## **XVI. STATUTES, ORDINANCES, RULES AND REGULATIONS**

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## **XVII. DEFAULT**

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Agreement, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so

long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition in Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

#### **XVIII. REMEDIES IN DEFAULT**

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a termination on default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

#### **XIX. ENVIRONMENTAL MATTERS**

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable



attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Agreement and through and until the date on which Lessee vacates the leased premises.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.*), and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

## **XX. HAZARDOUS MATERIALS**

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the

leased premises within the ambit of, the Comprehensive Environmental response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Agreement, hereafter located on the leased premises, and hold harmless the City, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

## **XXI. SIGNS**

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee

shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## **XXII. MISCELLANEOUS**

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for itself, its personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate the 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 Agreement shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport.

D. NO WAIVER. The failure by the City to require strict performance of any condition of this Agreement shall not affect the City's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the City must be in writing.

E. MERGER. This writing represents the entire agreement between the parties. No prior promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

F. SECTION CAPTIONS. The captions appearing under the section number designations of this 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.

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

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

I. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of the parties hereto.

J. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased 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 or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

K. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

### **XXIII. NOTICES**

All notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

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

LESSEE: Civil Air Patrol  
1313 Airport Road  
Blackfoot, ID 83221

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

### **XXIV. ATTORNEYS FEES UPON BREACH**

In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Agreement. In the event attorney fees are awarded by a Court of law, the parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their authorized representatives the date and year first above written.

LESSOR:

CITY OF POCA TELLO, a municipal corporation  
of Idaho

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

ATTEST:

\_\_\_\_\_  
KONNI KENDELL, City Clerk

LESSEE:

\_\_\_\_\_  
KRISTINA E. JONES, Chief Operating Officer  
National Headquarters, Civil Air Patrol

STATE OF IDAHO                    )  
                                              :ss  
County of Bannock                )

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

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
:ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Kristina E. Jones, known to me or proved to me to be the Civil Air Patrol's Chief Operating Officer, whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed the same for and on behalf of the Civil Air Patrol.

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 \_\_\_\_\_  
Residing in: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



## MEMORANDUM

TO: City Council and Mayor  
FROM: Brian Trammell, Deputy City Attorney  
DATE: September 15, 2025  
RE: Resolution and Lease Agreement

I have reviewed the resolution and lease agreement with the Bob Larson Trust. This is a fifteen-year lease of real property for the purpose of operating a private aircraft storage hangar. I have no legal concerns with the Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCA TELLO AND BOB HOWARD LARSON TRUST, 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 private aircraft storage hangar; 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 POCA TELLO 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

## **GROUND LEASE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as “LESSOR”, and BOB HOWARD LARSON TRUST, 9391 Braxton Drive, Pocatello ID, 83204, hereinafter referred to as “LESSEE”:

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on March 28, 2011, Lessor entered into a lease agreement with Lessee for the purpose of operating a private aircraft storage hangar; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of operating said hangar.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

### **I. PREMISES**

Lessor hereby lets and rents to Lessee the following described real property consisting of approximately 5,625 square feet. Said property is depicted and more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein.

### **II. TERM**

The term for this Lease shall be for fifteen (15) years commencing December 1, 2025, and terminating on November 30, 2040.

### **III. PURPOSE**

The premises described herein shall be used by the Lessee for the purpose of a private aircraft storage hangar facility, consisting of two hangars under one roof, and such equipment and apparatus as may be incidental and/or necessary to the operation thereof. Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection". Lessee's permitted use of the demised premises is limited to the hangaring of private aircraft. No other use of the demised premises is permitted without the expressed written authorization of the Lessor.

### **IV. RENTAL**

For the first year of this Lease, commencing December 1, 2025, and terminating November 30, 2026, Lessee shall pay to Lessor the annual rental sum of One Thousand Three Hundred Seventy-Seven Dollars and Seventy Cents (\$1,377.70), which sum is payable on or before December 5, 2025. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 5th day of December of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from

Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## **V. EXAMINATION OF PREMISES**

Lessee has inspected the 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 Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the Lessor subject to any and all physical conditions of the premises. Lessee further affirms that the Lessor, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease except as expressly set forth in this Lease, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## **VI. WASTE**

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## **VII. MAINTENANCE OF FACILITY**

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises but shall attempt to make such inspections at a mutually agreeable time.

## **VIII. UTILITIES**

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

## **IX. NO SUBLEASE OR ASSIGNMENT**

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## **X. INDEMNIFICATION**

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Article XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

## **XI. INSURANCE**

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an



amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

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

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Article X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Lease.

## **XII. DISCHARGE OF LIENS**

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

### **XIII. RELEASE AND RELINQUISHMENT**

Notwithstanding the terms of Section II above, either Party may, at any time, terminate this Lease upon giving ninety (90) days written notice to the other Party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Lease except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

### **XIV. TERMINATION**

On the termination date of this Lease, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

### **XV. STATUTES, ORDINANCES, RULES AND REGULATIONS**

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the

Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## **XV. DEFAULT**

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition of Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

## **XVI. REMEDIES IN DEFAULT**

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

## **XVII. ENVIRONMENTAL MATTERS**

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Lease and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to defend and shall hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of

or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Lease, or which come onto the leased premises during the term of this Lease from sources outside of Lessee's reasonable control including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.*), and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

## **XVIII. HAZARDOUS MATERIALS**

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the

leased premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease, hereafter located on the leased premises, and hold harmless Lessor, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

## **XIX. SIGNS**

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee

shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## **XX. MISCELLANEOUS**

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, religion, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religion, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said Lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. NO WAIVER. The failure by the Lessor to require strict performance of any condition of this Lease shall not affect the Lessor's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the Lessor must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

F. CONSTRUCTION. This Lease shall be construed pursuant to the laws of the State of Idaho. The Parties agree that no construction of this Lease shall be made in a Court of competent jurisdiction against the interests of any Party to the Lease on the basis that the party had primary responsibility for drafting the Lease.



G. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Lease can only be modified or amended in writing upon the mutual agreement of the Parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased 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 or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

J. CORPORATE AUTHORITY. Any individual or individuals executing this Agreement on behalf of any corporation which is a Party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the corporate authority, and that such authority was conferred by an act of the Board of Directors of such corporate authority, unless the binding of any such corporation is within the power of the person or persons executing this document on such corporation's behalf. In the event that the party or parties executing this document on behalf of any corporate party hereto, do not have authority to so bind the

corporation for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

K. SEVERABILITY. If any provision of this Lease shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Lease shall not be affected thereby.

## **XXI. NOTICES**

All notices under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the Parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

|         |                                                                                                                                  |
|---------|----------------------------------------------------------------------------------------------------------------------------------|
| LESSOR: | City of Pocatello<br>Attn: Airport Manager<br>P.O. Box 4169<br>Pocatello, ID 83205                                               |
| LESSEE: | Bobette Nicholls<br>9391 Braxton<br>Pocatello, ID 83204<br><br>Cindy Nestor<br>4950 Valenty Drive, Suite B<br>Chubbuck, ID 83202 |

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

## **XXII. ATTORNEYS FEES UPON BREACH**

In the event it becomes necessary for either Party to enforce the terms of this Lease, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Lease. In the event

attorney fees are awarded by a Court of law, the Parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their authorized representatives the date and year first above written.

LESSOR:

CITY OF POCA TELLO, a municipal corporation  
of Idaho

---

BRIAN C. BLAD, Mayor

ATTEST:

---

KONNI KENDELL, City Clerk

LESSEE:  
BOB H. LARSON TRUST

---

BOBETTE NICHOLLS, Trustee

---

CINDY NESTOR, Trustee

STATE OF IDAHO                                 )  
                                                              :ss  
County of Bannock                                 )

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

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                                 )  
                                                              :ss  
County of \_\_\_\_\_                                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Bobette Nicholls, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                                 )  
                                                              :ss  
County of \_\_\_\_\_                                 )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Cindy Nestor, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CENTERLINE RUNWAY 7/25

CENTERLINE INTERSECTION  
RUNWAY 3/21 AND 7/25

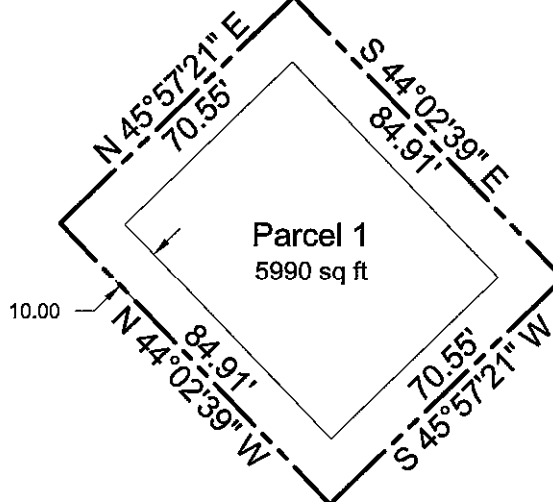
THIS MAP IF FOR REFERENCE ONLY AND  
SHOULD NOT BE RECORDED WITH ANY OTHER  
DOCUMENT

CENTERLINE RUNWAY 3/21

S 45°15'17" W  
1782.07

S 44°44'43" E  
1094.56

N 89°51'46" W  
1211.50'



NORTHEAST CORNER  
SECTION 10 MARKED  
BY A 3/4" IRON ROD



SCALE 1 = 40'  
OCTOBER 14, 2025

2731.75  
N 0°08'14" E

2560.24'  
N 0°08'14" E

SE CORNER SECTION 10  
FOUND 7/8" IRON REBAR  
WITH A 2.5" ALUM. CAP  
SEE CP&FR INST. 174630



**BOB LARSON TRUST PARCEL 1**  
**POCATELLO REGIONAL AIRPORT**  
LOCATED IN  
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM  
POWER COUNTY, IDAHO

PARCEL 1  
LEASE AREA  
Bob Larson Trust

A 5990 sq. ft. (0.14 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 Northeast corner 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 208592, of the records of Power County;

Thence South 00°08'14" West, 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 2731.75 feet, to a point on said section line, which bears North 00°08'14" East a distance of 2560.24 feet from the Southeast corner of section 10, marked by a 2½" aluminum cap affixed to a 7/8" dia. rod, and described in corner perpetuation and filing record, instrument 174630, of the records of Power County;

Thence North 89°51'46" West, leaving said East line, a distance of 1211.50 feet to

**The True Point of Beginning;**

which is South 44°44'43" East 1094.56 feet from the centerline of runway 3/21 and South 45°15'17" West along said centerline a distance of 1782.07 feet, from the intersection of runways 3/21 and 7/25;

Thence South 44°02'39" East, a distance of 84.91 feet;

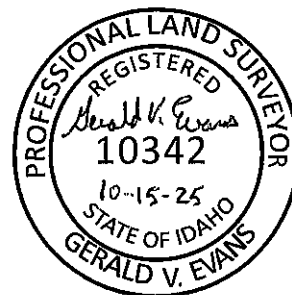
Thence South 45°57'21" West, a distance of 70.55 feet;

Thence North 44°02'39" West, a distance of 84.91 feet;

Thence North 45°57'21" East, a distance of 70.55 feet, to

**The True Point of Beginning.**

**Comprising** 0.14 acres, (5990 sq. ft.) more or less.



## MEMORANDUM

TO: City Council and Mayor  
FROM: Brian Trammell, Deputy City Attorney  
DATE: September 15, 2025  
RE: Resolution and Lease Agreement

I have reviewed the resolution and lease agreement with Butch McDougall and Ashley McDougall. This is a thirty-year lease of real property for operating a private aircraft storage hangar. I have no legal concerns with the Council approving the resolution and lease agreement, and authorizing the Mayor to sign it.

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

RESOLUTION NO. 2025-\_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF POCA TELLO, BUTCH MCDUGALL, AND ASHLEY MCDUGALL; 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 private aircraft storage hangar; 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 POCA TELLO 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

## **GROUND LEASE AGREEMENT**

THIS AGREEMENT made and 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 BUTCH MCDOUGALL, P.O. Box 1384, Pocatello ID 83204; and ASHLEY MCDOUGALL, 1900 Azalea, Pocatello ID 83201, hereinafter and collectively referred to as “LESSEE”:

WITNESSETH:

WHEREAS, Lessor is the owner of certain lands located in Power County, Idaho, commonly known and designated as the Pocatello Regional Airport, which property is subject to certain covenants and restrictions imposed under the Surplus Property Act of 1944; and

WHEREAS, on September 7, 1995, Lessor entered into a lease agreement with Lessee for the purpose of operating a private aircraft storage hangar; and

WHEREAS, Lessee desires to renew said lease of the hereinafter described land at the Pocatello Regional Airport for the purposes of operating said hangar.

NOW THEREFORE, for and in consideration of the mutual covenants hereinafter contained, the Parties agree as follows:

### **I. PREMISES**

Lessor hereby lets and rents to Lessee the following described real property consisting of approximately 9,252 square feet. Said property is depicted and more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein.

### **II. TERM**

The term for this Lease shall be for thirty (30) years commencing December 1, 2025, and terminating on November 30, 2055.

### **III. PURPOSE**

The premises described herein shall be used by the Lessee for the purpose of a private aircraft storage hangar facility, and such equipment and apparatus as may be incidental and/or necessary to the operation thereof. Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection". Lessee's permitted use of the demised premises is limited to the hangaring of private aircraft. No other use of the demised premises is permitted without the expressed written authorization of the Lessor.

### **IV. RENTAL**

For the first year of this Lease, commencing December 1, 2025, and terminating November 30, 2026, Lessee shall pay to Lessor the annual rental sum of One Thousand Two Hundred Ninety-Nine Dollars and Forty-Six Cents (\$1,299.46), which sum is payable on or before December 5, 2025. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 5th day of December of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$150.00 as a

late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## **V. EXAMINATION OF PREMISES**

Lessee has inspected the 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 Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the Lessor subject to any and all physical conditions of the premises. Lessee further affirms that the Lessor, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease except as expressly set forth in this Lease, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## **VI. WASTE**

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## **VII. MAINTENANCE OF FACILITY**

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises but shall attempt to make such inspections at a mutually agreeable time.

## **VIII. UTILITIES**

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

## **IX. NO SUBLEASE OR ASSIGNMENT**

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## **X. INDEMNIFICATION**

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in Article XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

## **XI. INSURANCE**

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

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

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Article X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Lease.

## **XII. DISCHARGE OF LIENS**

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit

the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

### **XIII. RELEASE AND RELINQUISHMENT**

Notwithstanding the terms of Section II above, either Party may, at any time, terminate this Lease upon giving ninety (90) days written notice to the other Party. Thereupon, neither Lessee nor Lessor shall have further liability or responsibility to perform under this Lease except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

### **XIV. TERMINATION**

On the termination date of this Lease, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

### **XV. STATUTES, ORDINANCES, RULES AND REGULATIONS**



Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## **XV. DEFAULT**

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition of Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6)

Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

## **XVI. REMEDIES IN DEFAULT**

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

## **XVII. ENVIRONMENTAL MATTERS**

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Lease and through and until the date on which Lessee vacates the leased premises.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.*), and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

#### **XVIII. HAZARDOUS MATERIALS**

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act,

any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease, hereafter located on the leased premises, and hold harmless Lessor, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

#### **XIX. SIGNS**

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

#### **XX. MISCELLANEOUS**

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, religion, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religion, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said Lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. NO WAIVER. The failure by the Lessor to require strict performance of any condition of this Lease shall not affect the Lessor's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the Lessor must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

F. CONSTRUCTION. This Lease shall be construed pursuant to the laws of the State of Idaho. The Parties agree that no construction of this Lease shall be made in a Court of competent jurisdiction against the interests of any Party to the Lease on the basis that the party had primary responsibility for drafting the Lease.

G. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or

oral, shall amend, change or add to any of the expressed provisions herein contained. This Lease can only be modified or amended in writing upon the mutual agreement of the Parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased 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 or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

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

K. SEVERABILITY. If any provision of this Lease shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Lease shall not be affected thereby.

## **XXI. NOTICES**

All notices under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the Parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

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

LESSEE: Butch McDougall  
P.O. Box 1384  
Pocatello, ID 83201

Ashley McDougall  
1900 Azalea Lane  
Pocatello, ID 83204

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

## **XXII. ATTORNEYS FEES UPON BREACH**

In the event it becomes necessary for either Party to enforce the terms of this Lease, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Lease. In the event attorney fees are awarded by a Court of law, the Parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their authorized representatives the date and year first above written.

LESSOR:



CITY OF POCA TELLO, a municipal corporation  
of Idaho

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

ATTEST:

\_\_\_\_\_  
KONNI KENDELL, City Clerk

LESSEE:

\_\_\_\_\_  
BUTCH MCDOUGALL

\_\_\_\_\_  
ASHLEY MCDOUGALL

STATE OF IDAHO                    )  
                                          :SS  
County of Bannock                )

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

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing in:

My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                                 )  
                                                              :SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Butch McDougall, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                                 )  
                                                              :SS  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Ashley McDougall, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

CENTERLINE RUNWAY 7/25

CENTERLINE INTERSECTION  
RUNWAY 3/21 AND 7/25

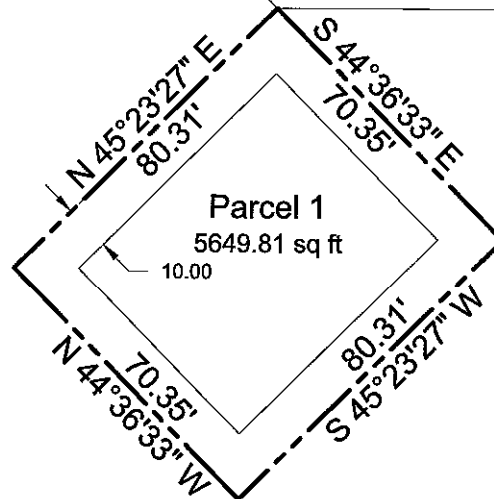
THIS MAP IF FOR REFERENCE ONLY AND  
SHOULD NOT BE RECORDED WITH ANY OTHER  
DOCUMENT

CENTERLINE RUNWAY 3/21

S 45°15'17" W  
2289.13'

S 44°44'43" E  
1464.98'

N 89°51'46" W  
1309.92'



NORTHEAST CORNER  
SECTION 10 MARKED  
BY A 3/4" IRON ROD



SCALE 1" = 40'  
OCTOBER 14, 2025

3352.02'  
N 0°08'14" E

1939.95'  
N 0°08'14" E

SE CORNER SECTION 10  
FOUND 7/8" IRON REBAR  
WITH A 2.5" ALUM. CAP  
SEE CP&FR INST. 174630



**BUTCH & ASHLEY McDOUGALL**  
**POCATELLO REGIONAL AIRPORT**  
LOCATED IN  
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM  
POWER COUNTY, IDAHO

PARCEL 1  
LEASE AREA  
Butch & Ashley McDougall

A 5650 sq. ft. (0.13 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 Northeast corner 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 208592, of the records of Power County;

Thence South 00°08'14" West, 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 3352.02 feet, to a point on said section line, which bears North 00°08'14" East a distance of 1939.95 feet from the Southeast corner of section 10, marked by a 2½" aluminum cap affixed to a 7/8" dia. rod, and described in corner perpetuation and filing record, instrument 174630, of the records of Power County;

Thence North 89°51'46" West, leaving said East line, a distance of 1309.92 feet to

**The True Point of Beginning;**

which is South 44°44'43" East 1464.98 feet from the centerline of runway 3/21 and South 45°15'17" West along said centerline a distance of 2289.13 feet, from the intersection of runways 3/21 and 7/25;

Thence South 44°36'33" East, a distance of 70.35 feet;

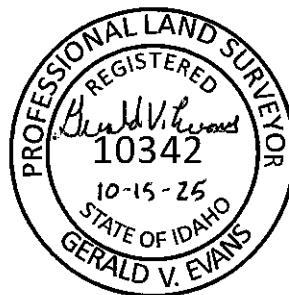
Thence South 45°23'27" West, a distance of 80.31 feet;

Thence North 44°36'33" West, a distance of 70.35 feet;

Thence North 45°23'27" East, a distance of 80.31 feet, to

**The True Point of Beginning.**

**Comprising** 0.13 acres, (5650 sq. ft.) more or less.



## MEMORANDUM

TO: City Council and Mayor  
FROM: Brian Trammell, Deputy City Attorney  
DATE: October 20, 2025  
RE: Resolution and Lease Agreement

I have reviewed the resolution and lease agreement between the City and Hannah Warner. The lease pertains to the operation of an aircraft hangar storage facility at the Pocatello Regional Airport and has a term of twenty years. I have no legal concerns with the Council's approval of the resolution and lease agreement or the authorization of the Mayor to sign it.

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

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 HANNAH WARNER, 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 purposes of operating a private aircraft T-hangar storage 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

## **GROUND LEASE AGREEMENT**

THIS AGREEMENT made and 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 HANNAH WARNER, 112 East Center Street, Firth ID 83236, 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 private aircraft T-hangar storage 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 the following described real property consisting of approximately 6,293 square feet. Said property is depicted and more particularly described in Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein.

### **II. TERM**

The term for this Lease shall be for twenty (20) years commencing December 1, 2025, and terminating on November 30, 2045.

### **III. PURPOSE**

The premises described herein shall be used by the Lessee for the purpose of a private aircraft storage hangar facility, consisting of two hangars under one roof, and such equipment



and apparatus as may be incidental and/or necessary to the operation thereof. Lessee may store flammables on or about the leased premises as long as said storage complies with Pocatello City Code 11.05 "Fire Protection". Lessee's permitted use of the demised premises is limited to the hangaring of private aircraft. No other use of the demised premises is permitted without the expressed written authorization of the Lessor.

#### **IV. RENTAL**

For the first year of this Lease, commencing December 1, 2025, and terminating November 30, 2026, Lessee shall pay to Lessor the annual rental sum of One Thousand Four Hundred Forty-Seven Dollars and Thirty-Nine Cents (\$1,447.39), which sum is payable on or before December 5, 2025. For each succeeding year, the annual rental rate will increase by an amount not less than that of the Western Region Consumer Price Index for the previous year. The rental rate will be reassessed based on a current airport appraisal or airport rental rate comparison in 2026, then once every five (5) years thereafter. For each succeeding rental period, the rental payment shall be made on or before the 5th day of December of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of \$150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of

any late charge shall not constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

## **V. EXAMINATION OF PREMISES**

Lessee has inspected the 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 Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the Lessor subject to any and all physical conditions of the premises. Lessee further affirms that the Lessor, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Lease except as expressly set forth in this Lease, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

## **VI. WASTE**

Lessee covenants that it will not commit or allow others to commit waste on the premises.

## **VII. MAINTENANCE OF FACILITY**

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. Lessor shall have the right to enter upon and inspect said premises but shall attempt to make such inspections at a mutually agreeable time.

## **VIII. UTILITIES**

Lessee shall promptly pay any charges for water, electricity, telephone, and all other charges for utilities which may be furnished to the leased premises at Lessee's order or with Lessee's consent.

## **IX. NO SUBLEASE OR ASSIGNMENT**

Lessee shall not directly nor indirectly assign, transfer or encumber any of the rights in or to this Lease or any interest herein, nor any improvements made to the premises, without the express written consent of Lessor. Lessee acknowledges that Lessor has the right to require termination of this Lease and the execution of a new lease on the part of a prospective sublessee or assignee rather than consenting to any sublease or assignment and Lessee agrees to so inform any interested party.

## **X. INDEMNIFICATION**

Lessee agrees that it will at all times maintain Worker's Compensation coverage for the benefit of his employees, and adequate liability and property damage insurance as specified in

Article XI covering the activities of Lessee, its agents, servants and employees, on the leased premises.

Lessee further agrees to defend, indemnify, and save Lessor, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities and operations of Lessee, its agents, servants, invitees, officers, and employees, in connection with this Lease, or the use in common with others of the Pocatello Regional Airport.

## **XI. INSURANCE**

In order to effectuate the foregoing indemnification provisions, Lessee shall maintain insurance coverage as follows:

A. Lessee shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. Lessor shall be named as an additional insured or be acknowledged by Lessee's insurance carrier as a covered entity under the terms of said policy. Moreover, the Lessee is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Lessee without first giving Lessor, City of Pocatello, at least thirty (30) days written notice.

B. Lessor does not provide insurance that will cover the Lessee's personal property that may be located on the demised premises. Lessee may purchase personal property insurance in an amount sufficient to insure any and all Lessee's personal property which might be used in Lessee's operation of the business or which might be present on the airport premises. In the event Lessee elects to forego maintaining personal property insurance, and Lessee suffers loss of

personal property stored on leased property, Lessor will not be held responsible due to Lessee's lack of personal property insurance.

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

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Lease. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Article X "Indemnification." The Lessee's failure to maintain insurance shall be a basis for immediate termination of this Lease.

## **XII. DISCHARGE OF LIENS**

Lessee agrees to pay when due all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies, utilities, furnishings, machinery, or equipment which have been furnished or ordered with Lessee's consent to be furnished to or for Lessee in, upon or about the premises herein leased, which may be secured by any mechanic's, materialman's or other lien against the premises herein leased or Lessor's interest therein, and will cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due. Provided however, Lessee may in good faith contest any mechanic's or other lien filed or established, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest. In any event, Lessee agrees to defend and indemnify the Lessor for any such claim and/or lien.

## **XIII. RELEASE AND RELINQUISHMENT**

Notwithstanding the terms of Section II above, either Party may, at any time, terminate this Lease upon giving ninety (90) days written notice to the other Party. Thereupon, neither

Lessee nor Lessor shall have further liability or responsibility to perform under this Lease except for the payment of monies due under Section IV herein up to and including the date of termination, and except for the disposition of any appurtenances provided for in Section XIV herein. In the event Lessor terminates this Lease during any lease term, Lessor shall reimburse Lessee the unearned portion of the rental paid by Lessee on a pro-rata basis to the effective date of the termination.

#### **XIV. TERMINATION**

On the termination date of this Lease, Lessee shall forthwith surrender possession of the leased premises, in good condition, reasonable wear and tear excepted. Thereupon any appurtenances and improvements constructed or installed thereon under this Lease shall be forthwith removed by Lessee, including fixtures at the option of Lessor.

In the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

#### **XV. STATUTES, ORDINANCES, RULES AND REGULATIONS**

Lessee, for itself, its employees, agents, successors and assigns, expressly agrees to obey all applicable laws and regulations of the United States, including regulations of the State of Idaho, of Power County, and of the City of Pocatello, as well as the rules and regulations of the Pocatello Regional Airport. Lessee further agrees to conform to the requirements of the Airport Master Plan and those agreements between the United States and the City of Pocatello pertaining to the Pocatello Regional Airport.

## **XV. DEFAULT**

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of this Lease, other than as specified in subparagraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default with reasonable particularity, shall constitute default. If the default is of a nature that it cannot be cured within the said thirty (30) day period, Lessee may, within said period, present a plan, in writing, to the Airport Manager that provides a schedule in which Lessee will be able to cure the default. If the Lessee's plan is approved by the Airport Manager, Lessee's default will be held in abeyance so long as the Lessee thereafter proceeds with reasonable diligence, in good faith and is able to meet the plan's deadlines, then the default shall be deemed cured.

C. The following shall constitute default by insolvency: 1) Insolvency of Lessee; 2) An assignment by Lessee for the benefit of creditors; 3) The filing by Lessee of a voluntary Petition of Bankruptcy; 4) An adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; 5) The filing of an involuntary Petition of Bankruptcy and failure of the Lessee to secure dismissal of the Petition within thirty (30) days after filing; and 6) Attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy or execution within ten (10) days.

## **XVI. REMEDIES IN DEFAULT**

In the event of default, the Lessor, at its option, may terminate this Lease. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing, removal of

Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Lease.

## **XVII. ENVIRONMENTAL MATTERS**

Lessee hereby indemnifies, agrees to defend and shall hold Lessor harmless from and against all liability, loss, claim, damage or expense, including but not limited to reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees and government fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes introduced to the leased premises by Lessee or its agents or from sources within Lessee's reasonable control in violation of any Environmental Law, as defined hereinafter, from and after the commencement date of this Lease and through and until the date on which Lessee vacates the leased premises.

Lessor hereby agrees to defend and shall hold Lessee harmless from and against all liability, loss, claim, damage or expense, including, but not limited to, reasonable attorneys' and experts' fees, clean-up or other remediation costs and fees, and governmental fines, arising out of or in connection with the existence of any toxic or hazardous materials, pollutants, contaminants or hazardous wastes existing on the leased premises in violation of any Environmental Law, as defined hereinafter, as of the commencement date of this Lease, or which come onto the leased premises during the term of this Lease from sources outside of Lessee's reasonable control



including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

As used herein, 'Environmental Law' means any one or more of all federal, state and local environmental protection, occupational, health, safety and similar laws, ordinances, restrictions, licenses and regulations, including, without limitation the Federal Water Pollution Control Act (33 U.S.C. Sec. 1251 *et seq.*), Safe Drinking Water Act (42 U.S.C. Sec. 300f *et seq.*), Toxic Substance Control Act (15 U.S.C. Sec. 2601 *et seq.*), Clean Air Act (42 U.S.C. Sec. 7401 *et seq.*), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Sec. 9601 *et seq.*), Hazardous Materials Transportation Act (49 U.S.C. Sec. 1801 *et seq.*), and other similar federal, state or local laws, statutes, ordinances, orders, decrees, rules and/or regulations, regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time hereafter be applicable.

## **XVIII. HAZARDOUS MATERIALS**

"Hazardous Material" means any use or activity involving any substance which would cause (1) the leased premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the leased premises within the ambit of, the Resource Conservation and Recovery Act of 1976, or any similar federal or state law or local ordinance or any other environmental law, (2) a release or threatened release of hazardous waste from the leased premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, or any similar federal or state law or ordinance or any other environmental law, or (3) the discharge of pollutants or effluent into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, or the Clean Air

Act, or any similar federal or state law or local ordinance or other environmental law, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other federal, state or local statute, law ordinance, code, rule, regulation, order or decree, now or hereafter in force, regulating, relating to or imposing liability or standards on conduct concerning any hazardous material.

Lessee expressly assumes the risk and responsibility for any hazardous material during the term of this Lease, hereafter located on the leased premises, and hold harmless Lessor, its officers, employees, representatives, agents, and successors from and against any and all judgments, claims expenses, causes of action, damages, liability (including reasonable attorneys' fees and costs) (1) including all foreseeable and unforeseeable consequential damages, directly or indirectly arising out of the use, generation, storage, or disposal of hazardous materials on the leased premises, and (2) including, without limitation, the cost of any required or necessary repair, cleanup or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by any person on the leased premises.

## **XIX. SIGNS**

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

## **XX. MISCELLANEOUS**

A. TAXES AND FEES. In the event the State of Idaho, Power County, or any State or local agency imposes a property tax or any substitute therefore on the demised premises, and/or the leasehold, Lessee shall pay the tax promptly when due.

B. NON-DISCRIMINATION. Lessee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that (1) no person on the grounds of race, religion, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, religion, color, sex, age, sexual orientation, gender identity, or national origin shall be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination, (3) that Lessee shall use the premises in compliance with all other requirements imposed or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the nondiscrimination covenants contained herein, Lessor shall have the right to terminate this Lease, and to reenter and repossess said land and facilities thereon, and hold the same as if said Lease had never been made or issued; provided, however, that Lessee allegedly in breach shall have the right to contest said alleged breach under

applicable Federal Aviation Administration procedures, and any sanctions under or termination of the Lease shall be withheld pending completion of such procedures.

C. SUBORDINATION. This Lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States relative to the operation and maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. In the event there is a conflict between the terms of this Lease and Federal Grant Assurances, the Grant Assurances will take precedence and govern.

D. NO WAIVER. The failure by the Lessor to require strict performance of any condition of this Lease shall not affect the Lessor's right to subsequently enforce the same, nor shall a waiver of any term or condition be construed to be a waiver of any succeeding term or condition of this clause. To be effective, any waiver by the Lessor must be in writing.

E. SECTION CAPTIONS. The captions appearing under the section number designations of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of the Lease.

F. CONSTRUCTION. This Lease shall be construed pursuant to the laws of the State of Idaho. The Parties agree that no construction of this Lease shall be made in a Court of competent jurisdiction against the interests of any Party to the Lease on the basis that the party had primary responsibility for drafting the Lease.

G. JURISDICTION AND VENUE. Any action or proceeding to enforce the provisions of this Lease shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

H. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement between Lessor and Lessee respecting the demised premises, the leasing of said premises to

Lessee, or the lease term herein provided and correctly sets forth the obligations of Lessor and Lessee to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Lease can only be modified or amended in writing upon the mutual agreement of the Parties hereto.

I. THIRD-PARTY GOVERNMENTAL AGENCIES. Lessee acknowledges and agrees to immediately provide Lessor with a copy of any written correspondence or verbal and/or written demands provided to Lessee regarding the leased demise by any third-party governmental agency including, but not an exhaustive list, any county, local taxing district or any Tribal authority. Moreover, Lessee shall not enter into any written agreement with any third-party governmental agency regarding the leased premises or Lessee's operations thereon without first obtaining Lessor's written consent to do so.

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

K. SEVERABILITY. If any provision of this Lease shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Lease shall not be affected thereby.

## **XXI. NOTICES**

All notices under this Lease shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the Parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

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

LESSEE: Hannah Warner  
112 E Center Street  
Firth, ID 83236

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

## **XXII. ATTORNEYS FEES UPON BREACH**

In the event it becomes necessary for either Party to enforce the terms of this Lease, the prevailing party shall be awarded by a sum which will reasonably compensate it for the attorney's fees and costs incurred by such party to enforce the terms of this Lease. In the event attorney fees are awarded by a Court of law, the Parties agree that a reasonable rate for attorney fees is \$150.00 per hour.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed by their authorized representatives the date and year first above written.

LESSOR:

CITY OF POCATELLO, a municipal corporation  
of Idaho

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

ATTEST:

\_\_\_\_\_  
KONNI KENDELL, City Clerk

LESSEE:

\_\_\_\_\_  
HANNAH WARNER

STATE OF IDAHO                    )  
                                              :ss  
County of Bannock                )

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

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing in:

My Commission Expires: \_\_\_\_\_

STATE OF IDAHO                                 )  
                                                              :ss  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Hannah Warner, known to me to be the person who executed the foregoing instrument, and acknowledged to me that they executed the same.

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

(SEAL)

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



PARCEL 1  
EXISTING HANGAR LEASE AREA  
HANNAH WARNER

A 6,293 sq. ft. 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 Northeast corner 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 208592, of the records of Power County;

Thence South 00°08'14" West, 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 2526.88 feet, to a point on said section line, which bears North 00°08'14" East a distance of 2765.11 feet from the Southeast corner of section 10, marked by a 2½" aluminum cap affixed to a 7/8" dia. rod, and described in corner perpetuation and filing record, instrument 174630, of the records of Power County;

Thence North 89°51'46" West, leaving said East line, a distance of 1091.09 feet to,

**The True Point of Beginning;**

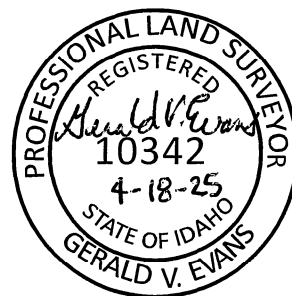
Thence North 44°44'43" West, a distance of 92.03 feet to a point which is South 44°44'43" East 1365.16 feet from the centerline of runway 3/21 and South 45°15'17" West along said centerline a distance of 1551.82 feet, from the intersection of runways 3/21 and 7/25;

Thence South 45°15'17" West, parallel with the centerline of runway 3/21, a distance of 68.38 feet;

Thence South 44°44'43" East, a distance of 92.03 feet;

Thence North 45°15'17" East, parallel with the centerline of runway 3/21, a distance of 68.38 feet, to **The True Point of Beginning.**

**Comprising** 6293 square feet, more or less.



CENTERLINE RUNWAY 7/25

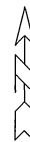
CENTERLINE INTERSECTION  
RUNWAY 3/21 AND 7/25

NOTE:  
THIS MAP IS FOR REFERENCE ONLY AND  
SHOULD NOT BE RECORDED WITH ANY OTHER  
DOCUMENT

NORTHEAST CORNER  
SECTION 10 MARKED  
BY A 3/4" IRON ROD  
SEE CP&FR INST. 208592



SCALE 1" = 40'  
APRIL 18, 2025



CENTERLINE RUNWAY 3/21

S 45°15'17" W  
1551.82'

S 44°44'43" E  
942.72'

S 45°15'17" W 68.38'

N 44°44'43" W 92.03'

PARCEL 1  
6293 sq. ft.  
CARPENTER LEASE

existing bldg

10.0' S 44°44'43" E 92.03'

N 45°15'17" E 68.38'

T.P.O.B.

N 89°51'46" W  
1091.09'

2526.88'  
N 0°08'14" E

2765.11'  
N 0°08'14" E

SE CORNER SECTION 10  
FOUND 7/8" IRON REBAR  
WITH A 2.5" ALUM. CAP  
SEE CP&FR INST. 174630



**WARNER LEASE  
POCATELLO REGIONAL AIRPORT  
LOCATED IN  
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM  
POWER COUNTY, IDAHO**