AGENDA

CITY OF POCATELLO REGULAR CITY COUNCIL MEETING

MAY 15, 2025 • 9:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

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

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

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

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

allow for public comment during the discussion/consideration process.

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

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1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Dean Giesbrecht, representing Watersprings Pocatello.

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

(b) TREASURER'S REPORT: Council may wish to approve the Treasurer's Report for March 2025 showing cash and investments as of March 30, 2025.

(c) CITY COUNCIL DECISION – ANNEXING APPROXIMATELY 81.78 ACRES OF LAND LOCATED NORTH OF EAST CENTER STREET AND SOUTHEAST OF VISTA DRIVE: Council may wish to adopt its decision annexing approximately 77.95 acres of land located north of East Center Street and southeast of Vista Drive. The subject property will be zoned Residential Low Density (RL).

Documents:

AGENDA-ITEM-3.PDF

4. PROCLAMATIONS

5. CALENDAR REVIEW

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

6. TAXICAB LICENSE DENIAL APPEAL – VANZYVERDEN

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

7. PUBLIC HEARING – POCATELLO HISTORIC PRESERVATION PLAN

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

Documents:

AGENDA-ITEM-7.PDF

8. FY 2024 PROJECT SAFE NEIGHBORHOOD (PSN) PROGRAM GRANT APPLICATION – POLICE DEPARTMENT

Council may wish to approve submission of the FY 2024 Project Safe Neighborhood (PSN) Grant Application in the amount of $11,500.00, and if awarded, accept the grant and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Grant funding would be used to lease two (2) License Plate Readers (LPR) through Flock Safety and installed in Bannock County and Power County to assist in

identifying and tracking vehicles involved in criminal activity. There is no required grant match. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. FINAL PLAT APPLICATION – HOSPITAL VIEW DIVISION 1

Council may wish to approve a final plat application submitted by JG Ventures, LLC, represented by Bryce Marsh, Horrocks Engineering (mailing address: 2194 Snake River Parkway, Suite 205, Idaho Falls, ID 83402) to subdivide 3.56 acres (more or less) into four (4) commercial lots and two (2) common lots. The proposed subdivision is located east of Portneuf Medical Center and will be known as Hospital View Division 1. Following a public hearing held on February 14, 2024, the Planning and Zoning Commission recommended approval of the application and staff recommends approval of the final plat with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. PROFESSIONAL SERVICES AGREEMENT – THE LAND GROUP

Council may wish to accept the recommendation of staff and approve a professional services agreement with The Land Group in the amount of $106,775.00 to develop a landscaping plan for firewise and waterwise landscaping along interstate interchanges and South 5th Avenue and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The project is funded by a US Forest Service grant, administered by a Memorandum of Understanding (MOU) with the Idaho Department of Lands. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-10.PDF

11. AIRPORT LEASE TERMINATION, RESOLUTION AND LEASE AGREEMENT – AIRPORT

Council may wish to consider the following requests for 5,600 square feet of property at the airport, and authorize the Mayor's signature on all applicable documents, subject to Legal Department review: **(ACTION ITEM)**

a) Approve termination of the lease agreement between the City of Pocatello and Stacy Meyer, dated November 5, 2020; and if approved

b) Adopt a Resolution and approve a lease agreement between the City of Pocatello and JRM Flyers Club, LLC, for 5,600 square feet of property upon which JRM Flyers has purchased an aircraft hangar. The lease will be for a term of 40 years. Rental rate will be $1,288.00 per year and will be increased annually according to the CPI with a full rate review in 2026 and every five (5) years thereafter.

Documents:

AGENDA-ITEM-11.PDF

12. LEASE AGREEMENT AND RESOLUTION – RIVERBEND COMMUNICATIONS, LLC

Council may wish to adopt a Resolution and approve a lease agreement with Riverbend Communications, LLC for a property easement to operate and maintain a broadcasting booster antennae and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. The lease term will be three (3) years and the rental rate will be $260.00 per month. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-12.PDF

13. DECLARATION OF SURPLUS PROPERTY AND EQUIPMENT EXCHANGE AGREEMENT – SANITATION DEPARTMENT

Council may wish to accept the recommendation of staff and declare two (2)

Sanitation Department vehicles as surplus property and approve an Equipment Exchange Agreement with Future Enterprises, Inc. to exchange the vehicles for cardboard recycling routes and containers and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-13.PDF

14. 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.)

15. ADJOURN

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
    - Ten (10) minute time limit on applicant presentation.
    - Three (3) minute time limit on public testimony.
    - Names and addresses are required from those presenting/testifying.
    - Questions/comments should be addressed to the Mayor and Council.
    - Council members must make their decision regarding the

application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.

- Protocol requires that Council and audience be recognized by the Mayor prior to speaking.

2. Mayor opens hearing.
3. Presentation by applicant.

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

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

CITY COUNCIL DECISION
ANNEXATION AND ZONING REQUEST

APPLICANT/OWNER:	Bill Isley 477 La Valle Strada Pocatello, ID 83201
LOCATION OF REQUEST:	Approximately 77.95 acres of land located north of East Center Street and southeast of Vista Drive, legally described on the attached Exhibit "A"
NATURE OF REQUEST:	Request to annex the subject property into the corporate boundary of the City and zone the same as Residential Low Density (RL) with a concurrent Comprehensive Plan Land Use Map designation of Residential (R)

At a Public Hearing held April 9, 2025, the Planning and Zoning Commission heard testimony and later made Findings of Fact and drew conclusions therefrom based on the standards listed therein. A copy of the Findings of Fact is attached hereto as Exhibit "B" for reference.

PLANNING AND ZONING COMMISSION'S RECOMMENDATION TO POCATELLO CITY COUNCIL

Based upon the conclusions contained in Exhibit B, the Commission recommended approval of the request.

ANNEXATION AND ZONING ORDINANCE STANDARDS FOR DECISION

1. Cities have the authority to annex land into a City which is reasonably necessary to assure the orderly development of the City pursuant to Idaho Code §50-222.

2. Development standards in Residential Low Density (RL) zoning districts are contained in Table 17.03.500 of the Pocatello Municipal Code.

3. City of Pocatello Resolution No. 2006-02 provides for the developer of real property being annexed into the city limits to provide a water source sufficient to support the water needs of the development of said property, or to provide a cash payment of an amount sufficient to purchase a water source utilizing a formula determined by the City.

POCATELLO CITY COUNCIL FINDINGS OF FACT AND CONCLUSIONS

At its regularly-scheduled meeting on May 1, 2025, the City Council held a public hearing and considered the record of the application and the Findings of Fact from the Planning and Zoning Commission. The Applicant, represented by Sunrise Engineering Inc., and City staff made presentations. One public comment was received in opposition to the application.

After discussion, the City Council found that the application is in compliance with the review criteria relevant to the proposed annexation.

POCATELLO CITY COUNCIL DECISION

After considering the above-named Findings of Fact and Conclusions, public comments, and the Applicant's proposal; the Pocatello City Council hereby approves the annexation and zoning of approximately 77.95 acres of land located north of East Center Street and southeast of Vista Drive as described in Exhibit A, subject to the following terms and conditions:

1. The subject property shall be annexed into the corporate boundaries of the City of Pocatello.

2. Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to.

3. Any activity requiring a separate development or building permit shall comply with applicable regulations.

4. All terms and conditions set out in the Memorandum of Understanding with Applicant, dated April 3, 2025, attached hereto and incorporated herein as Exhibit "C", shall be met.

ADOPTED this ___ day of May, 2025.

Approved as to form and content	CITY OF POCATELLO, a municipal corporation of Idaho
_____	_____
JARED JOHNSON, City Attorney	BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
ss:
County of Bannock)

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

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

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
Commission Expires: _____

EXHIBIT A
ANNEXATION FOR THE RIDGES @ HIGH TERRACE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTAINING 77.95 ACRES, MORE OR LESS.

SUNRISE ENGINEERING

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

LEGAL DESCRIPTION
ANNEXATION FOR THE RIDGES @ HIGH TERRACE

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DRAFT

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

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CONTAINING 77.95 ACRES, MORE OR LESS.

DRAFT

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

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

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

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

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

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

Table 1. Annexation and Zoning Review Criteria Analysis

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

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

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

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

STATE OF IDAHO)
ss:
County of Bannock)

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

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

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

Aceline McCulla
Notary Public for Idaho
Residing in Pocatello, Idaho

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, hereinafter referred to as "MOU", is entered into this 30th day of April, 2025, between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "CITY", and THE RIDGE AT HIGH TERRACE, LLC, a limited liability company of Idaho, hereinafter referred to as "GRANTOR";

WHEREAS, Grantor purchased certain real property located outside the city boundaries from Empire Investment, LLC; and

WHEREAS, following purchase, Grantor discovered nonconforming easement language from easements made in favor of the City and recorded in 1975 and 1976 in relation to the water fees associated with said property; and

WHEREAS, City staff evaluated said easement language and determined the language to be insufficiently clear as to what circumstances would constitute water fees; and

WHEREAS, for and in consideration of the best interest of the utility patrons of the City of Pocatello, the City agrees to provide certain exceptions to development requirements on the cited real property.

NOW, THEREFORE, the parties hereto agree as follows:

1. City shall waive the water fees associated with annexation, pursuant to Resolution 2006-02, for parcels R3851011401, RPCPP149500, RPCPP149600, R3851011408, R3851011410, and R3853026801.

2. The parties understand that while Grantor shall be responsible for all annexation and plat fees, all capacity fees and permits for each developed parcel shall be collected with the issuance of a building permit for each developed parcel, pursuant to City policy.

3. City has identified two (2) pipe segments in need of realignment under the proposed development plans. City shall provide tapping sleeves, valves, and caps along with the associated equipment time and labor for installation at four (4) locations on the 12-inch waterline. Said line is located between Vista Drive and the currently improved north end of Center Street, and between Vista Drive and the Alameda water reservoir. City acknowledges Grantor is grading the area for development as The Ridge @ High Terrace, a proposed but not yet approved or annexed subdivision to City, under a grading permit issued by Bannock County. City shall pay and reimburse Grantor:

a. The cost difference for materials, including pipe and fittings only, to increase the pipe size from the minimum required eight inch (8") ductile iron to twelve inch (12") ductile iron on the two described realignment pipe segments; and
b. The cost difference for the labor to install the twelve inch (12") ductile iron on the two (2) described realignment pipe segments to replace the eight inch (8") ductile iron pipe.

4. Grantor shall be responsible for the excavation of the tap locations, replacement of ductile iron pipe and installation of the pipe, backfill, and surface restoration at the pipe realignment locations referred to in section 3, subject to reimbursement by the City of the items specified in said section.

5. City shall provide approval to extend the low-pressure water zone of upper East Center Street water zone along the roadway extension of East Center Street. This would include the conditions approved under the Tuscany Heights subdivision plat. The same conditions would apply to the East Center Street extension and the proposed cul-de-sacs between Elevation 5,000 Division 1 plat and Tuscany Heights subdivision plat, more particularly shown in Exhibit "A" and Exhibit "B".

6. City agrees to make available existing City easements across neighboring properties for installation of sewer extensions to serve the proposed development.

7. Grantor shall hold harmless, defend, and indemnify City, its agents, officials, and employees from any and all claims, actions, causes of action, suits, charges, and judgments whatsoever arising out of the use by any party other than City or its employees.

8. This MOU embodies the whole understanding of the parties. No prior or contemporaneous understanding between City and Grantor, or any third party, shall be incorporated into this understanding.

9. The individuals executing this MOU hereby acknowledge and represents that (s)he has the power and authority to so bind the respective corporation or individual.

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

11. Grantor may directly assign, transfer or encumber in whole the rights and responsibilities in or to this MOU to another party by providing thirty (30) days written notice to the City.

12. The terms of this MOU shall be effective until the responsibilities described herein are completed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their authorized representatives the date and year first above written.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

APPROVED BY COUNCIL
4-3-2025

ATTEST:

KONNI R. KENDELL, City Clerk

THE RIDGE AT HIGH TERRACE, LLC

BILL ISLEY

STATE OF IDAHO)
ss:
County of Bannock)

On this 3rd day of April, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

AUBRIANA RESENDES NOTARY PUBLIC My Commission Expires 04/01/30 Comm. No. 20241188 STATE OF IDAHO

Aubriana Resendez
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires: 04/01/30

STATE OF IDAHO)
ss:
County of Bannock)

On this 9th day of April, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Bill Isley, and acknowledged to me that s/he executed the foregoing instrument on behalf of said corporation, and 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.

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

Aceline McCulla
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires: 1.22.2027

EXHIBIT A

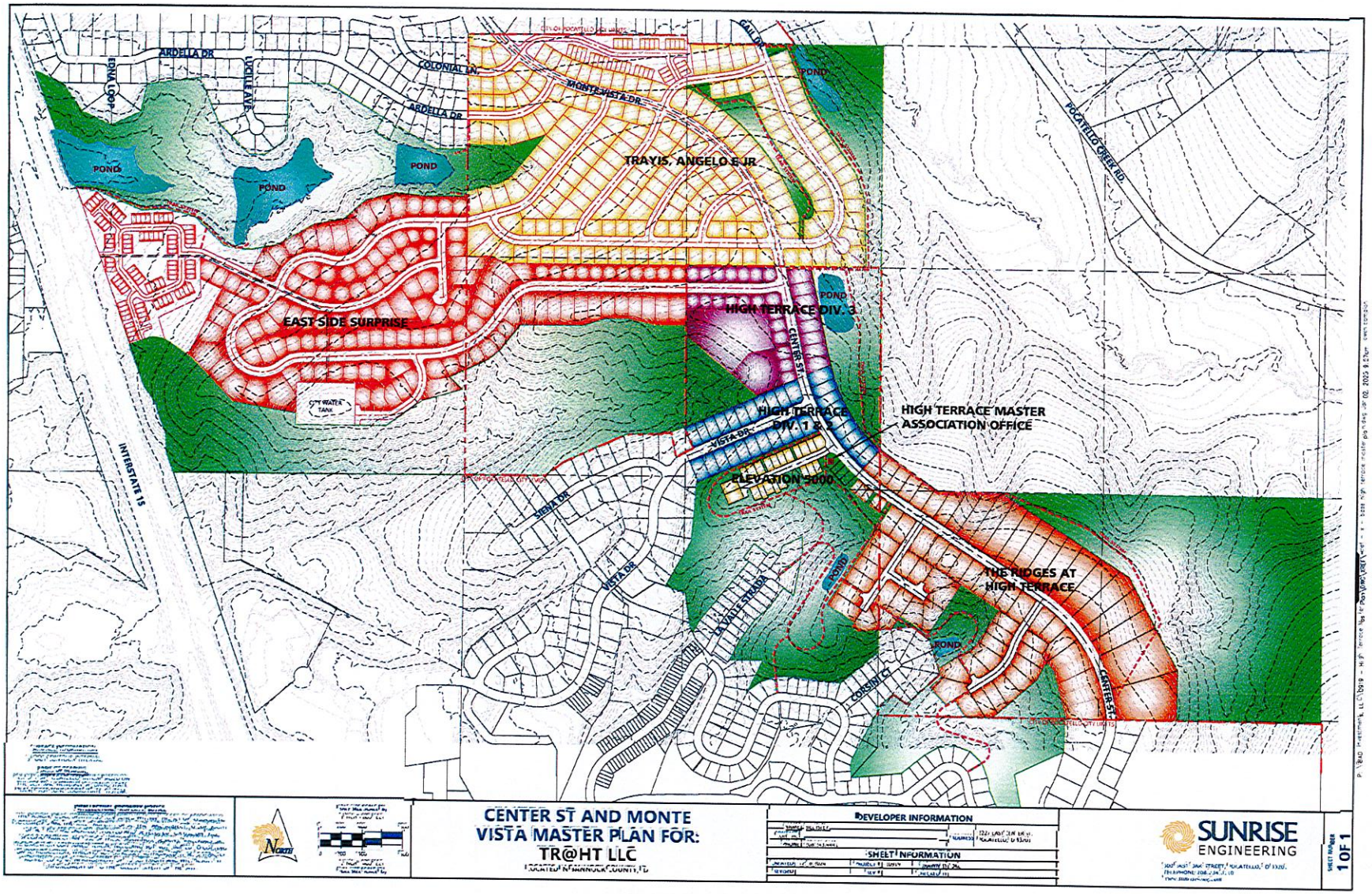
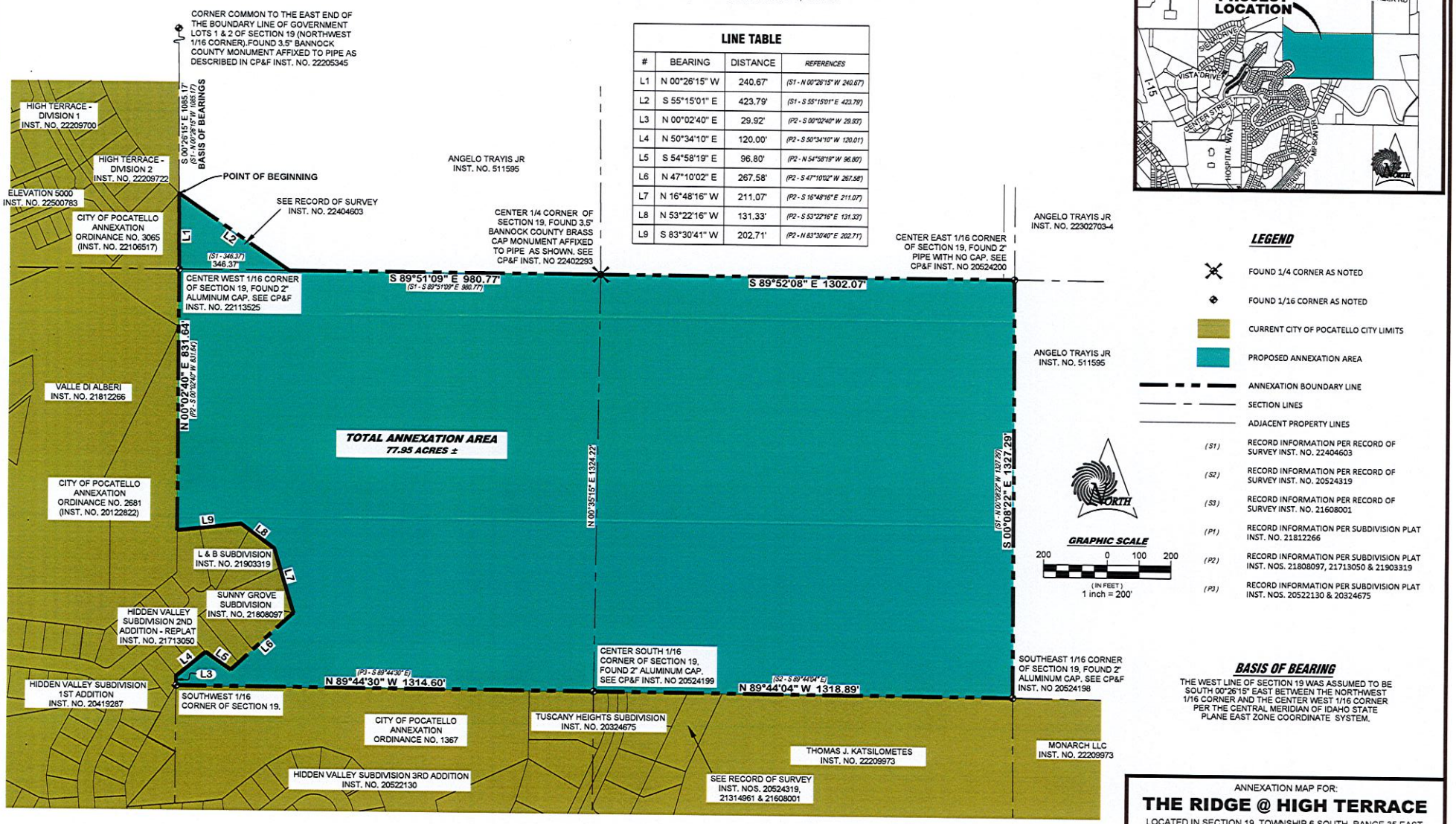


EXHIBIT A

ANNEXATION MAP FOR:

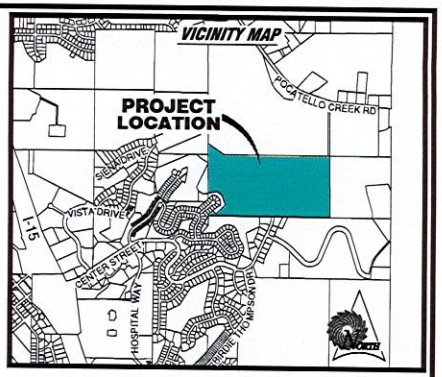
THE RIDGE @ HIGH TERRACE

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



LINE TABLE

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



LEGEND

- FOUND 1/4 CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- CURRENT CITY OF POCATELLO CITY LIMITS
- PROPOSED ANNEXATION AREA
- ANNEXATION BOUNDARY LINE
- SECTION LINES
- ADJACENT PROPERTY LINES
- (S1) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 22404603
- (S2) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 20524319
- (S3) RECORD INFORMATION PER RECORD OF SURVEY INST. NO. 21608001
- (P1) RECORD INFORMATION PER SUBDIVISION PLAT INST. NO. 21812266
- (P2) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 21808097, 21713050 & 21903319
- (P3) RECORD INFORMATION PER SUBDIVISION PLAT INST. NOS. 20522130 & 20324675

NORTH

GRAPHIC SCALE

200 0 100 200
(IN FEET)
1 inch = 200'

BASIS OF BEARING

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

EXHIBIT B

ANNEXATION MAP FOR:
THE RIDGE @ HIGH TERRACE
LOCATED IN SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST,
BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

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

Agenda Item #7

City of Pocatello Historic Preservation Plan

MAY 8, 2025

CITY OF POCATELLO

Prepared by Kirk Huffaker Preservation Strategies in collaboration with the Pocatello Historic Preservation Commission.

City of Pocatello Historic Preservation Plan

MAY 8, 2025

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Acknowledgements

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This publication has been funded in part with federal funds from the National Park Service, Department of the Interior, and administered by the Idaho State Historical Society, State Historic Preservation Office. The Pocatello Historic Preservation Commission acknowledges the National Park Service (via Idaho State Historic Preservation Office Certified Local Government grant) for the funding to support creation of this historic preservation plan. However, the contents and opinions do not necessarily reflect the views or policy of the Department of the Interior or the Idaho State Historical Society.

This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental federally assisted programs on the basis of race, color, national origin, age, religion or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of Federal assistance should write to: Chief, Office of Equal Opportunity Programs, United States Department of the Interior, National Park Service, 1849 C Street., NW, MS-2740, Washington, D.C. 20240.

Plan Summary

In 2023, the Pocatello Historic Preservation Commission (PHPC) secured funding and consulting assistance to complete the Pocatello Historic Preservation Plan.

This 10-year plan will guide the year-to-year activities of the PHPC so as to make preservation efforts ongoing, feasible, valuable, efficient, and productive.

This document will serve the greater Idaho Historic Preservation Plan goals primarily through the following objectives:

1) Keeping decision makers and the public informed and knowledgeable about historic preservation issues, practices, opportunities and its values;

2) Using current and future best practices and technologies to help historic preservation transition into the 21st century;

3) Identifying sources of financial support related to historic preservation; and

4) Ensuring proper documentation and curation of archaeological resources per State standards.

The Pocatello Historic Preservation Plan is a living and working document, subject to revision. It is projected to have a ten-year life span but will be reviewed and amended, if necessary, in five years (2030). It should be reviewed and utilized every year by the PHPC to establish benchmarks toward meeting the goals and objectives within the plan.

This plan presents historic preservation information to the reader from a broad perspective at the beginning, to specifics at the end. Therefore, even those that may have little or no knowledge about the historic preservation field in general or in Pocatello should find the information accessible as it builds background and knowledge through each section.

"... make preservation efforts ongoing, feasible, valuable, efficient, and productive."

PROJECT SUMMARY

The Pocatello Historic Preservation Plan is the culmination of 18 months of collaboration between the public, the Pocatello Historic Preservation Commission, and staff. To facilitate the planning process, the City of Pocatello and the PHPC hired Kirk Huffaker Preservation Strategies in January 2024.

Throughout the process, the PHPC and city staff led the effort, from defining the schedule, to public engagement, to setting appropriate goals and objectives. City staff communicated with the consultant between PHPC meetings to provide additional information and keep the project on schedule and discuss details of the plan. The PHPC met with the consultant in public meetings on four occasions in 2024 to discuss and create the plan.

A 13-question survey created on the SurveyMonkey platform was distributed to the community beginning on April 1, 2024. The City produced an information card with the QR code to the survey, sent out a press release, provided a link on their website, and posted the survey on City social media and in City newsletters. Survey results were collected through July 19, 2024. After reviewing drafts of the plan, and incorporating comments from the State Historic Preservation Office (SHPO), the PHPC approved the plan on April 2, 2025, and the City Council adopted the plan on May 8, 2025.

Background

Pocatello is located in Bannock County in the southeast region of the Idaho. As of 2024, the city's population numbered 58,606, making Pocatello the sixth most populous municipality in the state.[1] Pocatello serves as the county seat for Bannock County and is a major hub of commerce and education for southeast Idaho.

As of October 2024, the largest employment sector in Pocatello was Government (22%), which includes city, county, state, and federal government, likely including non-educator employees at Idaho State University.

However, the diversity of employment sectors also includes:

- Education and Health Services 17%
- Trade, Transportation, and Utilities 16%
- Leisure and Hospitality 10%
- Professional and Business Services 9%
- Financial Activities 6%
- Mining, Logging and Construction 6%
- Manufacturing 5%
- Agriculture 5%
- Other Services 3%
- Information 1%[2]

In February 2024, The Miliken Institute named Pocatello as the 7th best performing city in the U.S. The Miliken Institute is a nonprofit, nonpartisan think tank focused on accelerating measurable progress on a meaningful life, focusing on financial, physical, mental and environmental health.[3]

[1] Statistics according to World Population Review, https://worldpopulationreview.com/us-cities/idaho.

[2] "Economy at a Glance." 2024. U.S. Bureau of Labor Statistics. https://www.bls.gov/eag/eag.id_pocatello_msa.htm.

[3] Idaho State Journal. 2024. "Pocatello ranked as 7th best performing small city in US." February 8, 2024. https://www.idahostatejournal.com/freeaccess/pocatello-ranked-as-7th-best-performing-small-city-inus/article_3e1f3f10-c6b0-11ee-815d-c7e43cd153ff.html.

Historic Preservation in Pocatello

THE POCATELLO-BANNOCK BICENTENNIAL COMMITTEE

Locally, historic preservation received a boost in the 1970s when the upcoming American Revolution Bicentennial resulted in the dispersal of federal grants to state bicentennial commissions, which in turn provided funding to support local activities.

The Pocatello-Bannock Bicentennial Committee took on the preservation of the Standrod House, a local landmark, as one of its major projects. Listed in the National Register of Historic Places (NRHP) in 1973, the Standrod House was owned by the Standrod family for almost 60 years before they sold it to Rex and Madelyne Roper in 1957. The stone house is an imposing presence and had long been valued as an important part of Pocatello's historic fabric.

In the early 1970s, following her husband's death, Mrs. Roper decided to sell the house, but was eager to see it preserved. She was receptive to plans by local preservationists to raise funds to purchase the house. Using grants from the state Bicentennial Commission, the State Historical Society, and the City of Pocatello, the Pocatello-Bannock Bicentennial Committee was able to make the initial down payment on the property in 1974.

The Standrod House was eventually transferred from the Committee to the City of Pocatello and operated as a museum and community center until 1995, when the City sold it to a private owner. Funds from that sale were earmarked for preservation projects, providing additional support for preservation activities for the next 20 years. J.M. Neil, director of the Idaho Bicentennial Commission, declared the preservation of the Standrod House to be one of the most important accomplishments of a local committee.[4]

[4] In 1973, Congress created the American Revolution Bicentennial Administration (ARBA), which was charged with planning and developing an overall program for commemorating the American Revolution in 1976. The focus of the ARBA was on encouraging and funding local celebrations. Each state received an initial grant of $360,000. The Idaho Bicentennial Commission provided grants to local bicentennial committees, which were formed on county and city levels. (sources: National Archives website: http://www.archives.gov/research/guide-fed-records/groups/452.html; various articles published in The Idaho State Journal, 1973- 74.) TAG Historical Research and Consulting. Pocatello Historic Preservation Plan, 2019.

POCATELLO HISTORIC PRESERVATION COMMISSION

The successful preservation of the Standrod House inspired local support for other preservation activities in the 1970s, but it was the loss of another major local landmark that led to the establishment of the PHPC.

In 1983, the Bannock Hotel, which was listed in the NRHP, was demolished. The building, which stood at the corner of Center and Arthur streets, had been a landmark in downtown Pocatello since the seven-story tower, designed by Pocatello architect Frank Paradice, was added to the structure in 1919. After the building was demolished, there was a visible hole in the fabric of downtown.

Plans to build a new nine-story building at the site never came to fruition.[5] The demolition of the Bannock sparked new interest in the community in finding ways to retain the historic character of Pocatello. The Pocatello Historic Preservation Commission (PHPC) became a Certified Local Government program, administered by the Idaho SHPO in 1985, and with their assistance began historic site surveys, National Register nominations, and training for members of the PHPC.

The PHPC was established by Ordinance 2149 on March 7, 1985. Under the ordinance, the PHPC is authorized to conduct a survey of local historic properties, recommend methods and procedures to preserve restore, maintain and operate historic properties under the ownership or control of the City; recommend the lease, sale, other transfer or disposition of historic properties; participate in the conduct of land use, urban renewal, and other planning processes undertaken by governmental agencies; recommend ordinances and provide information for the purposes of historic preservation; promote and conduct an educational program on historic preservation; and review and act upon applications for permits for building alteration, new construction, or demolition within designated historic districts.

The PHPC also plays a vital role in the City's downtown revitalization efforts. Seven members are appointed to serve three-year terms by the Mayor with the consent of the City Council.[6]

After the PHPC was established in 1985, the City became one of the first two CLGs in Idaho and has retained its active status in the program.[7] The CLG program formalized the relationship of local governments (cities and counties) to the national historic preservation program.

[5] In 1987, the City of Pocatello and the J. R. Simplot Company reached an agreement to develop a small park at the site. The Simplot Company donated the land to the city, with the condition that the site be used for a park, to be completed by 1989, a goal which the city met.

[6] City of Pocatello: https://www.pocatello.us/255/Historic-Preservation-Commission.

[7] Idaho State Historical Society: https://history.idaho.gov/wp-content/uploads/2018/08/Printable_CLG_list.pdf

PART 3 HISTORIC PRESERVATION IN POCATELLO

There are two important benefits offered to local governments through the program:

- Cities and counties formally participate in the nomination of properties to the NRHP and, therefore, have more control over what properties are listed in the NRHP, and
- Cities and counties are eligible for federal funds reserved exclusively for their use.

PRESERVATION ACCOMPLISHMENTS

The City of Pocatello exhibits a long-term dedication to historic preservation. Since 1973, sixteen (16) individual buildings and seven (7) historic districts have been listed in the NRHP. All but two of the historic districts have been listed since the PHPC came into existence, while only five of the individual buildings have been listed since 1985, indicating that the PHPC has been focused on understanding the broader history of Pocatello's commercial districts and residential neighborhoods. With a functioning historic preservation commission, the City established the process of design review for the Downtown Historic District.

The PHPC has also engaged in public outreach. Past projects include publication of brochures, including Designing Paradice, featuring information about local architect Frank Paradice. In the 1990s, the PHPC published calendars, focusing on architectural styles found in Pocatello and on specific historic buildings.

The PHPC has also produced self-guided walking tour brochures based on all seven historic districts. The PHPC maintains an excellent presence on the City's website including agendas and minutes of the PHPC meetings, tour brochures, and additional resources such as direct links to the historic preservation plan and the historic district design standards.

In 2022, the PHPC co-hosted the Idaho Heritage Conference throughout Pocatello, hosting events downtown and at other historic sites while the main conference was held at Idaho State University (ISU). The City's design guidelines were updated and adopted by the City Council in July 2024 and the process to update the NRHP nomination for the City's downtown historic district is underway.

CURRENT STATUS

Long-time residents still recall demolition of the Bannock Hotel and the emotions that arose across the City. That demolition, along with preserving a sense of "self" combine to be what may drive the community to retain its heritage and character today. The public craves and loves learning about the history of the City, finding its uniqueness and enjoying its eccentricities. From public engagement it is clear that Pocatellans are eager to learn about neon signs and other historic elements and places that enliven local history.

The historic preservation ordinance and downtown historic district have been largely successful in preserving character and fostering preservation. The City is working to attract private investment, setting the course through a series of clear planning documents in the Downtown Development Plan (2022), Comprehensive Plan (2023), and the Pocatello Downtown Historic District Design Standards (2024). These were all led by Jim Anglesey, a skilled and passionate planner who has roots in the City and is the preservation program administrator.

A major initiative of the PHPC has been the restoration of Brady Memorial Chapel in Mountain View Cemetery. The chapel is a major work of Gothic Revival architecture designed by Frank Paradice, Jr. Collaboratively working with the Friends of Brady Chapel, the PHPC has teamed up to secure grants, conduct rehabilitation according to preservation standards, and host public events at the building.

While formal historic preservation activities in Pocatello began in 1973 with the NRHP designation of the Standrod House and the Carnegie Library (prior to its addition), it has been followed by 14 additional individual sites and seven historic districts through 2021.[8]

Historic District	Construction Dates	Listing Date	NRIS No.
Pocatello Historic District	1892-1939	1982	82002505
Idaho State University Neighborhood Historic District	1900-1942	1984	84001008
East Side Downtown Historic District	1900-1940	1994	94001361
Pocatello Warehouse Historic District	1905-1946	1996	96000946
Westside Residential Historic District	1891-1954	2003	3000102
Lincoln-Johnson Avenues Residential Historic District	1900-1950	2006	6000126
Old Town Residential Historic District	1892-1950	2008	8000249
Site	**Construction Date**	**Listing Date**	**NRIS No.**
Pocatello Carnegie Library	1907	1973	73000679
Standrod House	1897	1973	73000680
Pocatello Federal Building	1914-1916	1977	77000452
Sullivan-Kinney House	1894	1977	77000453
John Hood House	1916	1978	78001043
St. Joseph's Catholic Church	1897	1978	78001044
Trinity Episcopal Church	1897-1898	1978	78001045
Brady Memorial Chapel	1918-1922	1979	79000772
Church of the Assumption	1915	1979	79000773
William A. Hyde House	1901-1907	1983	83000259
Quinn Apartments	1913	1985	85000057
Rice-Packard House	1909-1910	1985	85002159
Woolley Apartments	1920	1985	85003425
A.F.R. Building	1903	1990	90001737
Idaho State University Administration Building	1939	1993	93000994
Bethel Baptist Church	1922; 1950	2021	100007013

Table of built environment resources listed in the National Register of Historic Places.

[8] Idaho State Historic Preservation Office (website), https://history.idaho.gov/nrhp

Historic Context

The history of Pocatello can be divided into the following four temporal historic periods.

- Native Peoples and Early Contact Period, Pre-1882
- Settlement and Railroad Period, 1882-1889
- Commercial, Government, and Ethnic Diversity Growth Period, 1890-1940
- Modern Development Period, 1941-1975

NATIVE PEOPLES & EARLY CONTACT PERIOD, PRE-1882

The area now known as Pocatello lies within the Snake River Plain, nestled between the Pocatello Range and the northern part of the Bannock Range in southeastern Idaho. The Snake River (Bia Ogwaide) and Portneuf River are the major streams that flow through Pocatello. The Snake River is a historically significant corridor for sockeye salmon. Native vegetation consists mainly of shrubs and grasses that grow in soil comprised of silty alluvium.

During the Pleistocene epoch, volcanic eruptions from various locations disrupted or altered water flow, causing the formation of many lakes.

American Falls Lake formed during the late Pleistocene (1,800,000 to 10,000 years ago) due to basaltic eruptions that damned portions of the ancestral Snake River. At a junction between the Portneuf River and American Falls Lake [9] was a swampy area inhabited by mastodons, camels, sabertooth cats, dire wolves, giant ground sloths, and giant bison.[10]

Prior to European and Anglo-American settlement in the region, the lands were traditionally utilized by the eastern and western bands of the Northern Shoshone and the Northern Paiute, which were later known as the Shoshone-Bannock (Newenee). The tribes are descended from the Numic family of the Uto-Aztecan and are culturally similar but differ linguistically. In the 1600s, Northern Paiutes left the Nevada and Utah regions, joined the Shoshone tribes in Southern Idaho to hunt bison, and later became known as the Bannocks.[11]

The Shoshone introduced the horse in the region in the early 1700s through trade with the Ute and Comanche tribes. These horses allowed for more accessible travel and extended hunting and trading territory.[12]

Horses significantly altered the lifestyle of the Shoshone and led them to become one of the vital tribes within the complex tribal constellation in the Intermountain West.[13] The Shoshone thrived as traders and utilized local resources wisely. Sockeye (salkeye) salmon and other flora and fauna were part of a seasonal subsistence cycle utilized by the Shoshone and Bannock tribes for millennia.[14]

The first known contact between the Shoshone-Bannock and explorers came in 1805 when Lewis and Clark crossed the Continental Divide via the Bitterroot Mountains. Other fur-trading expeditions followed, which ushered incoming immigrants to the region.15 In 1834, on a return journey with Captain Benjamin Bonneville, Nathaniel Wyeth established a trading post that would become Fort Hall at the confluence of the Snake and Portneuf rivers, 13 miles north of Pocatello.[16]

The location of the trading post proved important as the British Hudson's Bay Company purchased the post in 1837.[17] When the United States settled the Oregon Treaty with Canada/Great Britain to establish the 49th parallel in 1846 and existing conflicts with emigrants passing through the Snake River area to Oregon, Fort Hall developed into an essential station serving travelers on the Oregon and California Trails.[18]

[9] This historic lake is in the same location as the current American Falls dam and reservoir.

[10] Donald E. Trimble, "Geological Survey Bulletin 1400: Stratigraphy and structure of an area at the southeastern margin of the Snake River Plain, including a subdivision of upper Precambrian rocks," (United States Government Printing Office, Washington: 1976).

[11] "Culture and History," Shoshone-Bannock tribes, https://sbtribes.com/about/.

[12] David Louter, "Historic Context Statements: Craters of the Moon National Monument, Idaho," (National Park Service, Seattle, Washington: 1995). https://www.nps.gov/parkhistory/online_books/crmo/hcs/chap2.htm.

[13] "The Shoshone: Chief Pocatello Monument" historic marker.

[14] The National Park Service, "Newenee: The Shoshonean Peoples of Southern Idaho," www.nps.gov.

[15] John Jacob Astor funded two explorations in 1810 that followed the trail of Lewis and Clark. In 1834, Captain Benjamin Bonneville explored the Snake River plain more extensively recording scientific data.

[16] Idaho Falls Historic Preservation Commission, Idaho Falls Historic Preservation Plan, Kirk Huffaker Preservation Strategies, November 5, 2024.

[17] Fred Davis, "Oregon Trail - Part 3, Fort Hall," Bingham News Chronicle, October 18, 2024.

[18] Brigham D. Madsen, The Northern Shoshoni, (Caxton Printers: Caldwell, Idaho), 1980, pg. 28.

PART 4 HISTORIC CONTEXT

SETTLEMENT & RAILROAD PERIOD, 1882-1889

Pocatello Junction (poʊkə'tɛloʊ) was founded in 1882 and named after the prominent Shoshone chief as an essential stop on the first railroad in Idaho. Its location in southeast Idaho was near the Oregon Trail and the Idaho Gold Road, significant overland transportation routes. [20]

The city then evolved alongside the Oregon Short Line (OSL) Railroad, which established the fastest – shortest – route between Wyoming and Oregon. Original plans called to set up headquarters and repair shops at McCammon, located about 20 miles southeast of Pocatello, on land purchased from rancher H.O. Harkness.[21]

In 1882, a small depot was built on the land to accommodate freight that passed through the Portneuf Valley. Construction of a railyard followed. By 1883, the railroad had constructed the two-story Pacific Hotel to accommodate overland passengers who disembarked at Pocatello Junction.[22] In 1887, an operational increase led to an influx of workers coming from Eagle Rock (Idaho Falls) when railroad shops were closed and moved to Pocatello.[23]

Within a few years, some 60 buildings were constructed to house between 1,000 and 1,500 immigrants on land within the Fort Hall Reservation. Most of the buildings were homes built for resident workers. Housing issues arose, and workers began lobbying for more land. In response to this pressure, the Bureau of Indian Affairs drew up the Agreement of 1888; the result of the transaction was the Pocatello Townsite Bill, which authorized the purchase of 1,840 acres of additional Shoshone-Bannock land within the Pocatello townsite and 297,000 acres to the south.[24]

Meanwhile, the OSL & Utah Northern was organized in part to provide financing for both a new standard-gauge line between Ogden and McCammon and the extension of the former Utah Southern Railroad Extension line south from Milford to mines at Pioche, Nevada.[25] In addition, railways between the Rockies and Portland in 1884 meant that more products could be shipped to offset the abundance of mine failures.[26]

In 1889, the OSL connected Portland with Omaha, and the town of Pocatello was established in April 29, 1889. It developed into a significant railroad hub in the Northwest. It would soon serve as the gateway to the mines and timber resources of the Northwest and later become an important center for agriculture. The

[20] Madsen, The Northern Shoshoni, pg. 52-53.

[21] Pocatello Historic Preservation Commission, City of Pocatello Historic Preservation Plan, TAG Historical Research and Consulting, January 2019.

[22] "The Early History of Pocatello, Idaho." Compiled by the Bannock Co. Historical Society and The Pocatello Public Library, 1981.

[23] Pocatello Historic Preservation Commission, 2019.

[24] Ibid.

Pocatello Townsite was established on March 8, 1890, and platted into a grid with 600 blocks of 20 lots each.

Today's downtown historic district was formed on the western side of the extensive rail yards, a lack of space prompted growth on both sides of the tracks. Thus, the city grew as two distinct halves of an urban whole. General Land Office surveyor Samuel G. Rhoades laid out Pocatello with the rails at the center, and streets platted on both sides, perpendicular and parallel to the tracks. This initial layout formed the basis for developing Pocatello as two separate but united communities.[27] It wasn't long before the two halves developed distinct characteristics.

Downtown East was originally perceived as the marginal area where immigrant and minority workers lived and where cheap lodging with pool halls, gambling, and brothels were available. A few businesses also developed east of the tracks. Gradually, the business district began to grow on the west side, anchored by the Pacific Hotel in 1883, Pocatello's most prominent landmark building for many years. Community leaders and prominent citizens tended to build their houses just to the west of the business district.[28]

COMMERCIAL, GOVERNMENT, & ETHNIC DIVERSITY GROWTH PERIOD, 1890-1940

Pocatello's Union Pacific repair shops—the largest between Omaha and Portland—stimulated the development of a permanent business district in 1892. A core of buildings was erected that same year adjacent to the rail yard. Pocatello's historic downtown remains one of the most well-preserved streetscapes in Idaho. The Downtown Historic District includes all or part of fourteen city blocks.

Historically significant buildings in the commercial district date from 1892 to 1946 and represent the main period of Pocatello's development as the major transportation, trade, and social center of southeastern Idaho. The district is composed primarily of one- and two-story commercial buildings, the most notable of which were constructed between 1914 and 1929. This fifteen-year period was remarkable for its architectural development, with a range of uses—commercial, transportation, religious, and educational—and a range of styles, including Gothic Revival, Richardsonian Romanesque, Classical Revival, and Art Deco.

One of the first stone buildings in Pocatello

[25] "Oregon Short Line & Utah Northern." UtahRails.net, August 25, 2015, https://utahrails.net/ogden/ogdenoslun.php.

[26] Richard White, The Republic for which It Stands: The United States During Reconstruction and the Gilded Age, 1865-1896, (Oxford University Press: New York, 2017), pg. 608.

[27] "Oregon Short Line & Utah Northern."

[28] Ibid.

was the Richardsonian Romanesque Idaho Furniture Company Building (NRHP 1982). Now known as "The Paris," this 1892 structure set a tone of permanence for the growing railroad town. The Trinity Episcopal Church (NRHP 1978), erected five years later in 1897, was also built of heavy stone but in a Gothic Revival style. It was the first stone Episcopal church in Idaho. By 1914 Governor James H. Brady, who resided in Pocatello, had enticed Boise architect Frank H. Paradice, Jr., to the growing railroad town to focus his work.

Paradice was born May 4, 1879, in Ontario, Canada, and his family moved to Denver, Colorado, where he graduated from high school. He took advanced studies at the Chicago Art Institute and the Armour Institute of Technology (later Illinois Institute of Technology) before returning to Denver to apprentice and work on a number of railroad projects. At the age of 29, Paradice moved to Boise, where he formed a partnership with Benjamin M. Nisbet, who had worked with Tourtellotte and Hummel on the 1908 Empire Building in Boise. Paradice ended his partnership with Nisbet when he moved to Pocatello in 1914.

During a long and fruitful career, he became Pocatello's most prolific and talented designer, responsible for buildings listed on the National Register for Historic Places such as the Brady Memorial Chapel (NRHP 1979), the Idaho State University Administration Building (NRHP 1993), and the Pocatello Federal Building (NRHP 1977). Paradice was also responsible for several key downtown buildings that are either not listed on the National Register or are located within historic districts.

Settlement in Downtown East was intermittent between the 1890s and 1900s, leading to the district's sporadic establishment.[30] Downtown East and nearby residential areas developed into a multi-ethnic neighborhood as early as 1885, when Chinese immigrants working on the railroad began settling in the "Chinese Quarters."[31] In the 1890s, African Americans, Greeks, Italians, and Japanese came to Pocatello to work for the railroad. Alongside the ethnic neighborhood, an ethnic sub-economy developed. Religious structures also dotted the ethnic communities, such as the Bethel Missionary Baptist Church (NRHP 2021) and the Hellenic Orthodox Church (NRHP 1979). Specialized grocery stores, clubs, services, and lodging houses were built to serve these groups. Ethnic businesses flourished in the area's early development and remained important into at least the 1930s.[32]

Growth in the early twentieth century was spurred by the establishment of the Academy of Idaho in 1901. This state institution began as a high school but evolved over the years into Idaho State University.[33] The Academy of Idaho was created when Governor Frank W. Hunt signed Senate Bill 53 into law, and the doors were opened on September 22, 1902.[34] Education was considered an essential part of the growth for the children around Pocatello. Attendance at the Academy of Idaho and its later iterations had increased to nearly 300 by 1910 and nearly 1,000 after World War I.

Government development within Downtown East as a location for governmental agencies and offices began as early as 1902 with the construction of a police station to enforce anti-prostitution laws.[35] The continual growth of City and County government buildings created a sense of a governmental center. In 1912, city offices were located under the viaduct between Downtown and Downtown East. In 1907, the Carnegie Library (NRHP 1973) introduced classically inspired architecture to the west side of Pocatello. With its cruciform plan, this two-story library resembled a Palladian villa.

Development increased with the introduction of the automobile in 1910. Proximity to Yellowstone National Park also contributed to the growth of automobile garages and dealerships. Still, the railroad continued to dominate transportation, and during the building boom of the late teens, Pocatello's commercial infrastructure expanded with a railroad depot and hotel that served the city well during the heyday of the Union Pacific. The 1914 passenger and freight depot (NRHP 1982), built by the Oregon Short Line Railroad and designed by the prominent New York architectural firm of Carrere and Hastings, became an integral part of the Union Pacific system. The Yellowstone Hotel (1916) (NRHP 1982), built to support the Oregon Short Line, is a four-story, Renaissance Revival style structure lavishly embellished with buff-colored terra-cotta. The building is currently occupied on the ground floor by restaurants. Though the upper floors are vacant, this grand historic building still evokes the elegant era of railroad travel.

During the 1930s, Pocatello suffered the effects of the Great Depression. Although community leaders maintained an attitude of optimism and the newspaper published articles that emphasized progress and success, unemployment was high, and a local bank failed in 1931, underscoring the community's vulnerability to the national economic slump. Pocatello benefited from the programs of the New Deal, and a number of public works projects helped bring jobs and civic improvements to the community.

Like other westside neighborhoods, the Old Town Residential District (NRHP 2008) benefited directly from the construction of the Center Street underpass, improving the efficiency of cross-town traffic across the railroad tracks, which had always presented an obstacle, even after building a viaduct crossing in 1911.[36]

Another aid to growth in Pocatello during this period was the establishment of the World War II Naval Ordnance Plant (NOP) and Army Air Base. Beginning in 1940, the need for munitions required a massive expansion of the Naval Ordnance Plants. By the recommendation of the Bureau of Ordnance, Congress authorized Public Bill No. 757, approved July 19, 1940, for $50,000,000.[37] Initially included in this bill were plans for nine new plants. Once construction began on the new NOPs throughout the country, more money was eventually allocated for their completion.[38]

To respond to the emergency need for ammunition, private industries began managing most of these new plants, with

[29] Pocatello Historic Preservation Commission.

[30] Ibid.

[31] "East Side Downtown Walking Tour Brochure," Pocatello Historic Preservation Commission.

[32] Ibid.

[33] Idaho Historic Preservation Commission.

[34] "History of ISU." History of ISU. https://www.isu.edu/isuhistory/.

[35] "History of ISU." History of ISU. https://www.isu.edu/isuhistory/.

Pocatello being the lone exception. The U.S. Navy established the Arco Proving Ground in 1942 at a site 50 miles west of Idaho Falls in the Idaho desert.[39] The remoteness from any population center was judged to be suitable for the purpose of testing warship cannons as it allowed for long-range testing while eliminating the hazard of ricocheting ammunition.[40] In addition, it was located away from the coastline to avoid potential Japanese sea raids. The proximity was also judged to be suitable as it was just 60 miles north of Pocatello where the cannons were reconditioned at the Naval Ordnance Plant and could connect to the site by railroad.[41]

Due to its inland location and accessibility by rail, Pocatello became a prime location to produce naval weapons for U.S. military ships. Originally built in 1943, the purpose of the Pocatello NOP was to assemble and repair naval guns.[42] Part of the repair process was testing the weapons that would end up on the Navy's Pacific fleets. A site was selected outside of Pocatello that was six miles wide and twenty-five miles long. While the Pocatello NOP was one of nine factories in the nation, it was the only one used to test the large, long-range weapons of the Pacific fleet.[43]

In addition to this war-time factory, the Pocatello Army Air Base was developed as a training base for bombers. These operations led to a surge in development during this era, including outward suburban expansion. As early as 1928, city officials purchased a plot of land already being used as an impromptu airfield, later called McDougal Airfield. The airfield was used sporadically for mail delivery until 1937. In 1941, just two miles east of McDougal Airfield, the military purchased ground that later became the United States Army Pocatello Airbase. The base was significantly larger than the neighboring McDougal Airfield and was meant to land B-17 bombers, B-24 bombers, and P-39 and P-47 fighters. Pocatello's distance from the coast, as well as windy conditions, made the Pocatello Army Air Base an important military training ground.[44]

MODERN GROWTH PERIOD, 1941-1975

The Greyhound Bus Depot of 1946 reflects the changing realities of transportation that were already apparent before World War II. This one-story tan brick structure is the only remaining Art Moderne-style bus depot in Idaho. Along with the nearby Union Pacific Depot, it forms a historical transportation node that recalls an earlier era of public conveyance.

Downtown Pocatello began to suffer neglect that lasted for the decades between the 1950s and early 1990s. Pocatello's downtown witnessed several fires that destroyed many notable structures. All that remains of the 1,248-seat, Art Deco-style Chief Theater (1937) is the theater's neon sign. The Simplot Corp. demolished the Bannock Hotel, a seven-story building designed by Paradice that once dominated downtown as the center of social and business activity. The growth of suburbs after World War II drained the vibrancy and civic life from the urban core. Long-time residents began to move away, while commercial enterprises moved in. Homes and local businesses were replaced by empty lots, car dealers, and junk yards.

For some individuals, "these decades of change brought economic progress, but former residents lament[ed] the loss of community."[45]

In 1944, frozen food magnate J.R. Simplot invested in a phosphate processing plant adjacent to the Simplot factory to produce fertilizer.[46] In 1949, FMC Corp. built a phosphorus plant near the Portneuf Mountains. The 1,400-acre Pocatello plant, first opened in 1949, was North America's largest producer of elemental phosphorous, a substance used in toothpaste, Jell-O, soft drinks, baking powder, cereal, and household cleaners.[47] These plants attracted new residents to Pocatello to fill job vacancies and today, Simplot remains in operation.

In 1962, Pocatello pushed for growth and passed legislation to annex the neighboring town of Alameda. Alameda was formed on July 18, 1924, by consolidating the smaller communities of North Pocatello and Fairview with the main purpose of procuring the Fairview water system.[48] Later, in 1962, officials marketed Pocatello as the "industrial center of Idaho" as well as "a leading educational, cultural, and financial center of our Intermountain West."[49] When the annexation of Alameda passed by a narrow 68 votes in a general election, Pocatello

[36] Julie Osborne. "Pocatello Warehouse Historic District, Bannock County, Idaho," National Register of Historic Places Inventory/Nomination Form, NRIS #96000946, September 9, 1996.

[37] Lt. Joseph J. Matthews, "Naval Ordnance Plants," US Naval Institute, October 1944, (vol 70/10/500), Accessed March 26, 2025. https://www.usni.org/magazines/proceedings/1944/october/naval-ordnance-plants.

[38] Matthews, "Naval Ordnance Plants."

[39] Sven Ber. "Do you know how a Navy test range became the world's premier nuclear lab?" Navy Times. 2018. https://www.navytimes.com/news/your-navy/2018/09/14/do-you-know-how-a-navy-test-range-became-theworlds-premier-nuclear-lab/.

[40] Richard N. Holmer. "The Naval Proving Ground." Technology Incentive Grant. 2019. https://tig.iri.isu.edu/ViewPage.aspx?id=614&rebuild=true.Julie Braun, "American Material Culture: Investigating a World War II Trash Dump," Great Rift Science Symposium, Idaho National Laboratory, October 2005.https://inldigitallibrary.inl.gov/sites/sti/sti/3394894.pdf

[41] Paul Menser. "Desert memories: Sisters recall living on land where INL Site now located." Idaho National Laboratory. 2020. https://inl.gov/history-of-inl/desert-memories/.

[42] Stephanie B. West. "A Titanic Development: Firm's Rehabilitative efforts of former Naval Ordnance Plant Nearly Complete." East Idaho Business Journal, February 28, 2023.

[43] Braun, "Investigating a World War II Trash Dump." See also, Pocatello City Council, Pocatello Downtown Development Plan: A Vision for the Twenty-First Century, March 17, 2022.

[44] Justin Smith, "The History of Pocatello's Airfields," Idaho State Journal, November 12, 2020.

[45] Idaho Thompson Purce, Mary S. Watkins, and Dr. Kevin Marsh. 2005. The "Triangle:" A Slice of America. Pocatello, Idaho, pg. 11.

temporarily became the largest city in Idaho.[50]

Pocatello's economic growth, centered around industry, had brought an increase of workers. During the early and mid-20th century, Pocatello's population competed with Boise for the most populous city in Idaho.[51]

Industrial growth and military base expansion in Pocatello brought an influx of African American residents. Prior to the Civil Rights Act of 1964, segregation forced African Americans to procure alternate options for lodging and travel.

The Green Book, published between 1938 and 1967, was a guidebook for African American travelers and was a response to widespread racism.

The Green Book featured hotels, restaurants, service stations, and other areas African Americans could rely on.[52] In Pocatello, Fred's Motel (Green Book listed 1956-1966; demolished), African Methodist Episcopal (AME) Parsonage Tourist Home (Green Book listed 1940-1957; demolished), Tourist Park (Green Book listed 1940-1956; demolished), Bidwell's Motel (Green Book listed 1957-1966; now the Bidwell University Apartments), and the Banner Motel (Green Book listed 1963-1966; demolished) were all listed in the Green Book.

Pocatello benefitted from exceptional growth in the years after World War II. As the "Gateway to the Northwest," Pocatello became an access point to some of the nation's most visited National treasures.

Tourism led to the creation of the Fort Hall Replica in 1963, built in Ross Park to celebrate Idaho's history. Additional growth and labor movements led to the construction of the Labor Temple in Pocatello in 1950, becoming the first building in the state constructed for the purpose of housing labor union groups.[53]

While larger companies and processing plants brought some economic development, the loss of community and culture suffocated Pocatello's residents, and many left the community between 1970 and 1980. Despite these losses, the identity of downtown remained in buildings that now form the historic district.

These buildings are a strikingly cohesive group that preservationists, the City, and property and business owners have been working to revitalize since 1983, when the Downtown Historic District was created. Additional milestones have been the 1985 formation of the Historic Preservation Commission and the establishment of the Downtown Business Improvement District in 1991.

[46] Idaho Historic Preservation Commission.

[47] Stephen Stuebner. 1999. "Plant pays hefty fine for polluting the air." High Country News 31, no. 2 (February).

[48] "Bannock County Villages Decide to Consolidate," The Salt Lake Tribune, July 19, 1924.

[49] "Alameda was once its own city in Bannock County," Idaho State Journal, October 5, 2015.

[50] Ibid.

[51] "A bit of mid-20th century history," Idaho State Journal, September 20, 2021.

[52] "The Architecture of the Negro Travelers," University of Virginia, accessed February 21, 2025, https://community.village.virginia.edu/greenbooks/.

[53] Idaho State Historic Preservation Office, "History of the Labor Temple in Pocatello," Facebook, September 6, 2022, https://www.facebook.com/groups/397526214154529/posts/1239877909919351/.

Historic Architecture & Sites

The following are a sample of key buildings of architectural distinction, listed by historical period.

NATIVE PEOPLES & EARLY CONTACT PERIOD, PRE-1882

While it is expected that pre-contact archaeological sites are present throughout Pocatello, professional practice prohibits the disclosure of these locations.

SETTLEMENT & RAILROAD PERIOD, 1882-1889

While there are a handful of architectural resources listed in the Idaho Cultural Resource (ICRIS) that date to this period, none of them have a photo associated with them in the database. Therefore, none are included in this section.

COMMERCIAL, GOVERNMENT, & ETHNIC DIVERSITY GROWTH PERIOD, 1890-1940

Idaho Furniture Co. Building, 102 N. Main St., Richardsonian Romanesque, 1892. (above left)
Odd Fellows Building, 257 N. Main St., Romanesque Revival, 1892. (above right)

Sullivan-Kinney House, 441 S. Garfield Ave., Second Empire, 1894. (left historic, right current)

St. Joseph's Catholic Church, 439 N. Hayes Ave., Gothic Revival, 1897. (above left)
Standrod House, 648 N. Garfield Ave., Chateauesque, 1897. (above right)

Trinity Episcopal Church, 248 N. Arthur Ave., Gothic Revival, 1897-1898. (above left)
Seavers Building, 101 N. Main St., Romanesque Revival, 1900. (above right)

Carnegie Library, 101 S. Garfield Ave., Classical Revival, 1907. (above left)
Carnegie Library Addition, 101 S. Garfield Ave., Post Modern, 1993. (above right)

Franklin Building, 120 N. Main St., Renaissance Revival, 1915. (above left)
Yellowstone Hotel, 230 W. Bonneville St., Renaissance Revival, 1916. (above right)

Valentine Building, 100 S. Arthur Ave., Neoclassical, 1917. (above left)
Woolley Apartments, 303 N. Hayes Ave., Craftsman, 1920. (above right)

Pocatello High School Auditorium, 300 N. Arthur Ave., Art Deco, 1939. (above left)
Pocatello High School, 300 N. Arthur Ave., Art Deco, 1939. (above right)

MODERN DEVELOPMENT PERIOD, 1941-1975

Naval Ordnance Plant, 1943. (above left)
Greyhound Bus Depot, 215 W. Bonneville St., Art Moderne, 1946. (above right)

MacKenzie House, 325 S. 7th Ave., Early Ranch, 1953. (above left)
Residence, 498 N. Moreland Ave., Ranch, circa 1960. (above right)

Post Office, 730 E. Clark St., International, circa 1965. (above left)
Thunderbird Motel, 1415 S. 5th Ave., Contemporary, circa 1970. (above right)

Holt (ICCU) Arena, Idaho State University, Neo-Futurist, 1970. (above left)
Residence, 129 E. Appaloosa Ave., Split Level, 1974. (above right)

Commercial building, 812 E. Clark St., Contemporary, circa 1975. (above left)
Residence, 2649 S. Fairway Dr., Contemporary, 1978. (above right)

Commercial Building, 120 N. Arthur Ave., Brutalist, 1981.

Analysis of Current Tools & Conditions

FEDERAL LAWS & POLICIES

There are three federal laws and two Presidential executive orders that are key to historic preservation programs and guiding policy across the country.

National Historic Preservation Act

The National Historic Preservation Act (NHPA) was signed into law on October 15, 1966. It establishes a national preservation program and a system of procedural protections, which encourage both the identification and protection of historic resources, including archeological resources, at the federal level and indirectly at the state and local level. NHPA represents the most extensive preservation legislation ever enacted in the U.S.

By the mid-1960s, federally-funded infrastructure and urban renewal projects had resulted in the rapid destruction of places significant in the nation's history. Congress recognized that the federal government's historic preservation program was inadequate to ensure that future generations could appreciate and enjoy the rich heritage of the nation. NHPA was enacted in recognition that historic places were being lost or altered, and that preservation was in the public's interest.

As such, the NHPA created a system of historic preservation offices in each state, headed by a State Historic Preservation Officer. Local organizations are allowed through the NHPA to become Certified Local Governments by adopting a local historic preservation ordinance. The City of Pocatello is a Certified Local Government.

The NHPA directs roles and responsibilities for a federal historic preservation program. It authorizes several tools to carry out preservation activities, among them:

- The National Register of Historic Places (NRHP), the official federal inventory of districts, sites, buildings, structures and objects significant on a national, state, or local level in American history, architecture, archeology, engineering and culture.
- A review process, known as Section 106 after its location in the original law, to ensure that federal agencies consider the effects of federally licensed, assisted, regulated, or funded activities on historic properties listed or eligible for listing on the National Register.
- A requirement, known as Section 110, for all federal agencies to establish - in conjunction with the Secretary of the Interior - their own historic preservation programs for the identification, evaluation, and protection of historic properties.
- Authority for a grant program, supported by the Historic Preservation Fund, to provide funds to states and individuals.
- The Advisory Council on Historic Preservation, an independent federal agency, that advises the President and Congress on historic preservation matters. The Council and its staff also advise federal agencies on their roles in the national historic preservation program, especially their compliance with Section 106 of NHPA.

Establishing the National Register program was a means to recognize and honor the nation's significant historic and architectural places. The U.S. Department of the Interior, National Park Service, established the criteria for eligibility to be listed in the National Register of Historic Places. A site, building, object, or structure must meet the following requirements:

1) Typically, be at least 50 years old, and

2) Have achieved local, state, or national significance in one or more of the following criteria:

A) Property is associated with events that have made a significant contribution to the broad patterns of our history;

B) Property is associated with the lives of persons significant in our past;

C) Property embodies the distinctive characteristics of a type, period, or method of construction or represents the work of a master, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction; and/or

D) Property has yielded, or is likely to yield, information important in prehistory or history.

Section 106 of the NHPA requires federal agencies to consider the effects on historic properties of projects they carry out, assist, fund, permit, license, lease, or approve throughout the U.S. Certain types of undertakings – a project, activity or program with federal agency involvement - are governed by Programmatic Agreements (PA).

A PA makes it possible for agencies to execute a large number of undertakings, in compliance with Section 106, by expediting reviews for those that do not have the potential to adversely impact historic properties. A PA is appropriate to use when dealing with a group of historic resources that have similarities in style or use – such as bridges – that can be addressed with similar types of consideration of alternatives, rehabilitation techniques, and mitigation. Any time there is a potential Section 106 undertaking, its recommended that the HPC contact the SHPO to know if there is a PA in effect or if the project will require new consultation.

National Environmental Policy Act

In 1969, the National Environmental Policy Act (NEPA) was adopted into law. During the 1930s, rapid industrialization created environmental problems, which were exacerbated by World War II. After the war, programs like urban renewal, the interstate highway program, and the charge given the Corps of Engineers to dam rivers for a variety of purposes accelerated damage, as did the increasing use of toxic pesticides and fertilizers. Rachel Carson's pivotal book, Silent Spring, helped mobilize people to push for protection of the environment in a variety of ways, notably from the thoughtless acts of Federal agencies.

NEPA can be a powerful tool for managing the impacts of the modern world on "cultural resources" such as historic buildings, historic districts, archeological sites, Native American traditional places, and traditional ways of life. NEPA encourages early consideration of environmental impacts, in an open manner, with meaningful public participation. In general, and as expressed in different ways for different kinds of actions, the NEPA process entails:

- Determining what need must be addressed;
- Identifying alternative ways of meeting the need;
- Analyzing the environmental impacts of each alternative; and
- Armed with the results of this analysis, deciding which alternative to pursue and how to pursue it.

When major federal actions are undertaken in Idaho Falls, the HPC should first determine if the project has the potential to affect any historic resources. If it does, the HPC should engage in the process, providing input at every opportunity.

American Rescue Plan Act of 2021

The American Rescue Plan Act (ARPA) was a $1.9 trillion economic stimulus package to speed up the country's recovery from the negative economic and health effects of the COVID-19 pandemic and recession. As part of the package, the act allocated $350 billion in direct assistance to state and local governments to bridge budget shortfalls. Additional funds were distributed for cybersecurity, economic development, education, employment, health care, housing, tax relief, and transportation. On a case-by-case basis, states or municipalities have selected to do historic preservation-related projects with ARPA funds. When they do so, projects are subject to compliance with Section 106 of the NHPA and require consultation with the SHPO.

Executive Order 12072

Signed by President Carter on August 16, 1978, EO 12072 provides guidance to federal agencies for space management. Section 1-105(b) states that consideration should be made for utilization of buildings of historic, architectural, or cultural significance. Therefore, it is a priority of the federal government to consider historic buildings for new space. The city should be aware of this law and promote its existence to commercial realtors and building owners.

Executive Order 13006

Signed by President Clinton on May 21, 1996, EO 13006 guides federal agencies to first consider locating offices in central business districts in order to revitalize cities and Main Streets. Paired with EO 12072, these executive orders are powerful tools to attract and keep federal agencies located in downtown locations and historic buildings. In addition, EO 13006 allows for federal agencies to pay up to 10% to be located in a central business district historic building.

STATE LAWS & POLICIES

The following are summaries of state policies related to historic sites and historic preservation that are relevant to the HPC and the City:

- Title 18, Chapter 70, Section 18-7027: Prohibits desecration of burial sites and provides for prosecution.
- Title 27, Chapter 5: Provides for the protection of graves.
- Title 67, Chapter 46: State enabling legislation to allow for creation of historic preservation commissions and preservation of historic sites.
- Title 67, Chapter 65: Local Land Use Planning Act which requires a comprehensive plan to include a section on "Special Areas and Sites" and their consideration in local planning efforts.

BUILT ENVIRONMENT DOCUMENTATION

The Idaho Cultural Resource Inventory System (ICRIS), the state's database of historic resources, contains information about all historic resources that be been recorded, including those that have been listed in the NRHP. As of December 2024, the list for Pocatello contains 3,110 historic resources, not including archaeological resources. The resources were likely identified by public agencies during their due diligence for projects that required compliance with the National Historic Preservation Act and through comprehensive reconnaissance level surveys. The list of eligible properties provides the City and PHPC with information to consider when prioritizing future survey and designation.

Archaeology

Archaeological sites are defined as the remains of past human activities that are generally confined to a specific location (i.e., they have a discreet boundary) and include artifacts and features, such as hearths/fire pits, dwellings, and special activity areas, such as natural resource processing locations. Such sites tend not to have standing buildings or structures, unless they are in ruins, though some exceptions can be made. Compared to historical buildings and structures, archaeological sites are more difficult to identify without formal surveys to find them. This is because the vast majority of sites consist of little more than artifacts scattered on the ground surface and cannot be seen from a distance. Additionally, some sites may be buried and not visible on the ground surface.

Archaeological sites can date to any time period or multiple time periods. There are no archaeological sites documented on the previously documented historic sites list (Appendix IV), although there are likely hundreds of other sites that have been documented but are not public information. Most of these sites were likely documented on public land and through investigative efforts that occurred in compliance with state or federal regulations associated with development or use of those public lands. Far fewer sites have been reported on private land. This difference is based on where the identification surveys have occurred rather than a true difference in the locations of sites. However, there are equal chances of sites being located on both private and public land.

Regulations

Archaeological sites are protected through a series of state and federal laws; however, there are limits on when and where these laws apply. Primary among these is the National Historic Preservation Act (NHPA), the Archaeological Resources Protection Act (ARPA) of 1979 (as amended), the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990, and a series of Idaho State statutes protecting human burials.

The State does not have a state-level law equivalent to the NHPA or its associated Section 106 process, though Title 67, Chapter 41 of the State Code does establish the Idaho State Historical Society (ISHS) and sets forth requirements for permits to excavate archaeological sites and offers other requirements for the protection of known prehistoric human burials and grave goods. There otherwise do not appear to be any statutes specific to the undertakings of state agencies or the management of state lands as they pertain to archaeological resources. Such laws are found in some surrounding states. The Idaho SHPO, a division within ISHS, states the following goal in its preservation plan:

- Goal 4: Ensuring proper documentation and curation of archaeological resources per State standards.

At the local level, the Pocatello Historic Preservation Ordinance, while not specifically calling out archaeological sites as qualifying resources, does appear to include archaeological resources in that it states the ordinance applies to "historic properties" for activities such as surveys, acquisition, cooperation, designation, and education. As such, the previously discussed goals and objectives of the ordinance also apply to archaeological resources under the same conditions and parameters they apply to other cultural resources.

REQUIREMENTS FOR FEDERAL UNDERTAKINGS

The NHPA and its implementing regulations (36 CFR §800), as well as ARPA and NAGPRA, apply solely to federal agencies and federal lands. As such, if a federal agency would issue a permit, approval (e.g., to use lands they own or manage), funding, or other authorization to carry out an action (e.g., a development project, demolition, etc.), that federal agency must comply with the NHPA/36 CFR §800. In the absence of federal agency or federal land involvement, only relevant state or local ordinances would apply. It is, however, important to note that the NHPA/36 CFR §800 may apply to activities on private lands if a federal nexus is involved in an action on that land. For example, the need for a permit to dredge or fill wetlands or waters of the U.S. on private lands may trigger the NHPA/36 CFR §800. Specifically, the U.S. Army Corps of Engineers, who issues such permits, would be required to follow the NHPA/36 CFR §800 in issuing that permit, even if all of the lands are owned by private parties and all funding is private.

The NHPA/36 CFR §800 process comprises several steps and involves the Idaho SHPO. These steps include identifying an area of potential effects (APE), which is the geographic area within which effects from the agency's action, such as approving an oil well to be constructed on their land, would occur and could either directly or indirectly impact cultural resources that may be present there. The definition of this APE includes consultation with the Idaho SHPO, federally recognized Native American Tribes with patrimonial claims to the area in which the action would occur, and other stakeholders (referred to as "consulting parties" in 36 CFR §800) with demonstrated interest in the cultural resources that could be impacted.

From here, the federal agency works with these same parties to determine an approach to identifying cultural resources in the APE. For APEs likely to contain or possibly containing archaeological resources, this approach usually includes a field inspection by a qualified archaeologist walking parallel lines across the APE looking for archaeological sites. These sites are then documented and evaluated for their eligibility to the NRHP. This is followed by an assessment of the undertaking's effects on those sites that are determined eligible for the National Register under one or more of its four criteria.

These last two steps (site eligibility and site effects) also are carried out with the federal agency consulting with the Idaho SHPO, Tribes, and other consulting parties such as the Pocatello Historic Preservation Commission. If adverse effects to eligible sites are likely to occur, the federal agency will work with these same parties to determine appropriate mitigation to compensate for the impact. Very frequently with archaeological sites, the appropriate mitigation involves at least partial excavation of the site to recover scientific, historical, and cultural information it may contain. While excavation is commonly preferred, it is not the only acceptable mitigation measure for archaeological sites, and other options may be implemented. Completing the 36 CFR §800 process can take several months depending on the nature of the undertaking, the number and types of sites involved, and the effects those sites are anticipated to incur. As such, it is strongly advisable to initiate this process early in project planning/execution so that delays are minimized.

REQUIREMENTS FOR STATE, LOCAL, OR PRIVATE UNDERTAKINGS

In the absence of a federal nexus, there are no requirements for state, local, or private parties to take special measures to protect cultural resources, including archaeological sites, except in the case of human burials, which are discussed separately in the section below. State, local, or private parties who wish to take action on non-federal lands using non-federal funding and not requiring any federal permits, approvals, or authorizations may do so without following any specific regulatory process. On private land, cultural resources found there, excluding human remains, belong to the landowner, who may treat them however they see fit. Despite the exemption from the federal regulations, best practice strongly encourages due diligence consideration and treatment of cultural resources if discovered during actions on local or private land. Landowners who discover notable archaeological sites on their property (i.e., anything beyond a single artifact or small number of artifacts) are encouraged to leave the site undisturbed, at least temporarily, and report it to the PHPC. The PHPC may or may not have the resources to address the discovery and will advise the landowner if they can be of additional support to at least help document the site before it is disturbed or destroyed. The PHPC should also contact allied organizations such as the Idaho SHPO and the Shoshone-Bannock Tribes for guidance. If no support or guidance is available, the landowner may proceed with their action as planned.

REQUIREMENTS FOR ADDRESSING HUMAN REMAINS

Human remains, whether dating to the historic or prehistoric period, are protected by state and federal law regardless of land ownership, funding, permits, approvals, etc. On federal lands, NAGPRA specifically requires federal agencies to protect prehistoric burials and work with modern Native American Tribes to identify the cultural ancestry of the deceased individual such that the remains, if they cannot remain on federal land and still be protected from damage or looting, can be repatriated to the Tribe closest to their likely ancestry. The 36 CFR §800 regulations generally also apply to human burials on federal lands or discovered through other federal action regardless of whether those remains date to the prehistoric or historic period. Should human remains be discovered on federal lands, they should be protected from further damage and reported to the land management agency. The agency is then responsible for addressing the discovery.

Idaho state laws protect human burials regardless of age but do not trump federal laws when federal lands are involved. Generally speaking, it is a crime under state law to disturb a human burial except when said disturbance is associated with an approved archaeological excavation conducted by a qualified archaeologist or involves the recovery of the remains by law enforcement or similarly authorized parties.

If human remains are discovered on private, local, or state lands, they should be protected from further damage by covering them with protective material (e.g., rebury them, use a tarp or sheet of plywood, etc.) and ensuring no human or animal disturbance can occur, then notifying local law enforcement of the discovery. Law enforcement will respond to the discovery and make an effort to determine if the remains are modern and could represent the victim of a crime or if they appear older. They may engage the services of a forensic anthropologist to help make this determination.

At that point, law enforcement will either oversee the disposition of the remains (if modern) or turn the site over to the Idaho SHPO or other appropriate governmental agency to address. In no case should portions of the remains or artifacts associated with the burial be collected by anyone other than the authorized party. Additionally, it is a common concern of Native American Tribes that the remains of their ancestors not be photographed or displayed unless necessary to complete the documentation and assessment of those remains. Casual photographs and "candids" of the remains are strongly discouraged out of respect for these cultural sensitivities.

INTEGRATION WITH CURRENT LOCAL PLANS

The following plans have key intersections with historic preservation and this historic preservation plan. It is critical for the historic preservation plan's goals and objectives to be considered and integrated into the work of planning efforts that have come before and are currently being implemented. The City's planning staff and PHPC members play a critical role in recognizing opportunities for integration of historic preservation goals and objectives.

Historic Preservation Plan (2019)

The previous plan was delivered in January 2019. The strengths of this plan included the context, identification of historic architectural styles, and history of preservation in Pocatello. However, the goals lacked sufficient detail in the objectives and implementation.

Downtown Development Plan (2022)

This plan provides a vision for downtown Pocatello, a portion of which is a NRHP and locally designated historic district, though the plan includes more area than just the historic district as it defines downtown more broadly. The plan notes that one of the city's greatest assets is "historic civic," concentrated, urban development including civic, commercial, residential, and cultural uses within and surrounding the historic building stock of the downtown core.

The four purposes of the Downtown Development Plan include:

- Establish a vision for the future;
- Coordinate improvement activities;
- Provide guidance to owners and developers; and,
- Market downtown investment and development.

Establishment of the historic district in 1982 is noted as a foundational development episode in the city's downtown revitalization. Throughout the broader downtown area, the City is planning for 90,000 square feet of new commercial space, four acres of new open space, 1,000 additional parking spaces, and 480 units of new housing. Importantly, the plan emphasizes that the protection and preservation of our historic assets is a critical economic development tool for the revitalization of downtown.

Comprehensive Plan 2040 (2023)

Comprehensive Plan 2040 is the result of a two-year collaborative process between the various departments of the City of Pocatello, community leaders, elected officials, and members of the public with an interest in community success. Comprehensive Plan 2040 is a 20-year plan that seeks to implement a vision for Pocatello and its people. It reflects the voice of residents and is the guiding document for shaping Pocatello's future. The vision, composed of seven vision elements, is the backbone of this plan. It knits together a set of long-term, integrated, and implementable goals and strategies.

Through these vision elements and their associated goals and strategies, the Plan can be utilized as a citywide playbook that determines the City's priorities. The Plan provides a common language to connect the plans, policies, and programs of multiple City departments with the community's identified values.

The vision element titled Authentic & Affordable Neighborhoods intersects most directly with the historic preservation plan in planning at the neighborhood scale, factoring in character and cultural identity. Goal 6 of the section is to "preserve the authenticity of Pocatello's neighborhoods and celebrate our history, architecture, and culture."[54] The strategies include:

- Identify the city's historic neighborhoods and districts and seek to preserve these resources through an updated Historic Preservation Plan;
- Increase public awareness of the benefits of neighborhood preservation through education and outreach;
- Ensure city regulations and policies support historic preservation and streamline the review process to preserve the essential elements of historic properties; and,
- Collaborate with neighborhoods by providing resources to preserve and enhance neighborhood culture such as historic information, neighborhood planning services, and neighborhood association support.

[54] Pocatello Comprehensive Plan 2040, 59-60.

Goal 3 of the Economically Robust vision element[55] aims to promote downtown as the economic engine for the city and includes the following for its first strategy:

- Implement the Pocatello Downtown Development Plan such as relocating City hall to historic Downtown, creating tax incentives, and developing identified projects.

The Creative Community vision element highlights placemaking principles and strategies that revolve around culture, artistic expression, and connecting key places.[56] In the appendix Special Areas & Sites,[57] archaeology and significant landmarks include ISU's Red Hill and the Basalt Cliffs in the southeast part of the city. Maps in the appendix also outline the downtown historic district and other districts and structures listed in the NRHP. The City is moving toward use of a form based code called SmartCode, which when implemented, will have significant overlap with preservation planning across the city.

Additional vision elements have indirect, but still significant, intersections with preservation. Among these are the following:

- Creating a business environment that has a diverse economic base (Economically Robust, Goal 2, pg. 33);
- Maximize the public right-of-way to create great places (Connected, Safe & Accessible, Goal 4, pg. 46);
- Empower the community to be involved and collaborate in city government (Civic Collaboration, Goal 2, pg. 51);
- Create complete neighborhoods by implementing development criteria informed by unique neighborhood plans (Authentic & Affordable Neighborhoods, Goal 1, pg. 57);
- Conduct intentional, equitable, and measurable neighborhood planning (Authentic & Affordable Neighborhoods, Goal 2, pg. 57);
- Create a housing plan that will provide guidance on housing needs for each neighborhood (Authentic & Affordable Neighborhoods, Goal 3, pg. 58);
- Develop form-based code standards to guide new development within each neighborhood (Authentic & Affordable Neighborhoods, Goal 5, pg. 59);
- Promote a positive image of the city by creating an attractive, well-maintained public realm through enhanced streetscapes (Creative Community, Goal 1, pg. 63);
- Embrace Pocatello as Eastern Idaho's cultural hub by implementing creative placemaking strategies to shape the physical and social character of Pocatello, centered around the arts and cultural activities (Creative Community, Goal 2, pg. 63); and,
- Support the vitality and creative spirit of Downtown Pocatello as the heart of activity and gathering (Creative Community, Goal 4, pg. 64).

[55] Pocatello Comprehensive Plan 2040, 34.

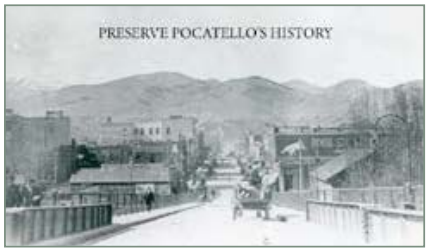
[56] Pocatello Comprehensive Plan 2040, 61-66.

[57] Pocatello Comprehensive Plan 2040, 123-126.

Community Survey

A 13-question survey was distributed to the community beginning on April 1, 2024, with survey results collected through July 19, 2024. It was decided by the PHPC to not utilize hard copies of the survey. The survey was distributed by QR code on information cards (shown below) via city staff and PHPC members, and through the survey link posted on the City's social media and highlighted in a City press release. The Idaho State Journal newspaper published a story on the plan and survey on May 16, 2024.

Draft questions were generated by the consultant and refined by the PHPC. SurveyMonkey was the platform utilized to create and electronically distribute the survey. There was a total of 100 responses to the survey. Four demographic questions were asked.



KEY FINDINGS

The public engagement phase of the plan provided the PHPC with guidance based on public perceptions and expectations as broadly gathered during the survey. Key findings included the following:

- Respondents have high interest in local history;
- There is confusion about who the historic preservation commission is and what they do;
- There's agreement that accomplishing historic preservation is a shared responsibility;
- Looking forward, the PHPC should be considering the East Side/Triangle District, Warehouse District, and University neighborhoods for more targeted work;
- The two projects that would make a big difference include resolving issues with The Monarch Hotel, and full rehabilitation of the Yellowstone Hotel;
- There is strong interest and desire to have more information provided through markers or plaques, self-guided tours, and in-person programming;
- Information about historic preservation in Pocatello should be posted on the City's website, pushed out through social media.

ANALYSIS

In this section, each question asked in the survey is presented with an interpretation of the results when considered in aggregate and how that helps inform the historic preservation plan.

Q1. How would you rate your interest in the history of pre-history of Pocatello?

Analysis: Of the 100 respondents to this question, only four indicated they had below neutral interest. The answer average rated a 4.4 out of 5. This equates to reaching an audience with the survey that has interest in the subject matter.

Q2. Historic preservation is a worthwhile goal within and for Pocatello.

Analysis: 85% of respondents believe that it is a worthwhile goal, rating the question as highly agree or somewhat agree. Lower rated responses numbered 15, or 15% of the total, believing it was not a worthwhile goal.

Q3. Do you know that the Pocatello Historic Preservation Commission is a different organization than Historic Downtown Pocatello, Inc.?

Analysis: Unfortunately, 57% of responses indicated that they did not know these were two different organizations. This presents a naming and/or branding issue for both groups. It is highly likely that locals are confused by promotions and news from both organizations.

Q4. What is your perception of the Pocatello historic preservation program?

Analysis: 80% of respondents believe that the program is somewhere in between successful and not successful. This is not a bad place to be as it's not starting from a place of large negativity. Seven people (7%) indicated their opinion that the program is not successful, while 13 (13%) felt that the program is successful. One person chose to skip this question.

Q5. Whose responsibility is it to do historic preservation?

Analysis: While you could choose more than one answer in this category, nearly 2/3 (62%) chose the option that the responsibility is shared between individual property owner, City of Pocatello, state, and federal governments. The second highest number of responses was 34 indicating that the responsibility is the City's.

Q6. Among their responsibilities and programs, the PHPC could do any or all of the following.

Analysis: Given the opportunity to choose their top three options, many did use all three. The clear top choice was identifying historic sites with 74 responses. The lowest ranked program option of those given was hosting rehab workshops to teach DIY skills with 18 responses.

Q7. Is there another priority you believe the PHPC should consider? Please tell us about it.

Analysis: About half of respondents chose to give an additional priority to the PHPC. The majority of open-ended responses mentioned some form of public education including tours, maps, brochures, digital presence,

exhibits, greater awareness, and a history day. Many responses mentioned specific issues with development of historic downtown that revolve around policy and zoning, but also some out of the purview of the PHPC. Some of these included the treatment and higher utilization of downtown buildings, ADA, lead paint, and balancing preservation with other development needs. Two responses mentioned having incentives while one response was given each to diversity, greater documentation, and involving youth.

Q8. Tell us what types of buildings and places you want to see the PHPC focus on.

Analysis: Respondents were allowed to choose as many options as they believed applied. Two choices were ranked in a near tie in number of responses: Pioneer era buildings from between 1880-1900 and Early 20th century buildings and neighborhoods from between 1900-1945. While ranked lowest, Post World War II building and neighborhoods from between 1945-1975 still garnered a vote from more than half of respondents (53%). A few "other" answers were also provided, including cultural institutions, native/non-white landmarks and sites, and the Triangle neighborhood.

Q9. What historic preservation project would make a big difference in Pocatello?

Analysis: This was an open ended question where the PHPC was seeking specific properties or neighborhoods to be named. Many of the 72 responses generally remarked on the need for information through tours or materials, and to enhance downtown through higher quality restoration, consistent decision-making, filling upper stories, and compatible infill. Several specific names were provided including the following:

- (6) Resolving issues with The Monarch through demolition, rehabilitation, or new development that saves the façade,
- (5) Yellowstone Hotel,
- (4) East Side/Triangle District; Train Depot/Bus Depot; Indigenous related; Moving city hall to the federal building,
- (3) Opening the tunnels; Greater railroad recognition,
- (2) Warehouse District; Naval Ordnance Plant,
- (1) ISU campus; Neighborhoods around downtown; Ghost signs; More neon.

Q10. The historic downtown has been the focus of work of the PHPC for the last three years. What area of the city should be the next area of focus for historic preservation?

Analysis: Seventy-two people responded to this open ended question with a range of answers but were focused:

- (16) East Side/Triangle District,
- (13) University neighborhoods,
- (12) Only Downtown,
- (11) Warehouse District,
- (3) West side,
- (2) Neighborhoods around downtown; Area between ISU and Alameda,
- (1) Schools; Naval ordnance plant; Industrial areas by tracks; Ross Park/ Fort Hall replica.

Q11. How do you prefer to learn about Pocatello's history and historic preservation?

Analysis: Respondents were asked to select their top two answers. Overwhelmingly, two responses were chosen: Website or social media (64) and Historic markers and plaques (60). This gives the PHPC clear direction to add information to the City's website and promote it via social media, and to utilize markers and plaques for communicating information about physical sites.

Q12. Please provide any additional comments or information about historic preservation you'd like to share with the PHPC.

Analysis: This was the last open-ended question on the survey and 43 responses were recorded. There were no substantial comments that were markedly different from those given in preceding open-ended questions. However, more than a dozen comments stated that the PHPC was doing a good job and were encouraging them to keep that going.

Q13. Tell us about yourself. Do you live in Pocatello? Do you live in Bannock County? Are you a property owner of a building or structure in Pocatello that you believe or know is historic? Are you interested in receiving updates about the Pocatello Historic Preservation Plan from the PHPC?

Analysis: A full 100% of respondents indicated they lived in Bannock County with 95% living in Pocatello. Only 24% believed they were the owners of a historic building. Fifty-five respondents (about 60% of the total) requested to be kept apprised of the activities of the HPC.

Vision Statement

Pocatello established an eclectic and diverse character from its decades as a significant regional railroad hub and gateway to the northwest. Railroad-era prominence in the city led to the establishment of the historic downtown, a prominent asset, where the city's entrepreneurial spirit is embraced and integrated with historic and cultural resources. The strong historical and current presence of the Shoshone-Bannock Tribes is a pivotal influence on the area's heritage.

The City endeavors to document and designate historic resources. The historic preservation plan will guide future preservation efforts that increase value in the community as it evolves, build connection and meaning, and support and encourage building repurposing.

"...guiding future preservation efforts that increase value in the community as it evolves, build connection and meaning, and support and encourage building repurposing."

Goals, Objectives & Implementation

The PHPC derived four broad goals under which are 27 objectives with associated action items. The goals represent the general responsibilities of the PHPC while the objectives represent programs – both standard and creatively unique – by which they can satisfy their responsibilities. Over the course of three meetings and reviewing meeting notes, the PHPC shaped the goals through sharing their knowledge of the city's neighborhoods, planning and zoning, trends, history, and past work of the PHPC.

The plan goals are:

- Survey & Designate sites and areas of potential historic and architectural significance;
- Cultivate community through Public Education & Partnerships;
- Coordinate with the City Planning Department to implement effective preservation Policy & Incentives; and
- Provide regular and effective management through Training & Operations.

The PHPC determined that their general strategy is to work geographically out from the core of the city – the historic downtown – to the earliest neighborhoods and then later-built neighborhoods. Research has shown that this type of focus builds a strong downtown as a foundation for strong neighborhoods to surround it. The community survey assisted the PHPC in developing objectives that align with the public's opinion. Other objectives have been on the PHPC's "to do" list as well as identified issues throughout their recent existence. The historic preservation plan provides a framework to execute those.

In determining the goals and objectives, the PHPC considered the feasibility of success based on volunteer and staff capacity, budget, and local support that could reasonably be assumed over the next 10 years.

In addition to the following narrative, refer to Appendix VIII for a matrix sorted by goal and by timeline.

GOAL 1: SURVEY & DESIGNATION

The objectives of Goal 1 include:

- Objective 1: Conduct reconnaissance level surveys for areas of the city that have surpassed 50 years of age and appear to retain architectural integrity.
- Objective 2: Utilize intensive level surveys to provide documentation and determine eligibility for potentially eligible resources.
- Objective 3: Designate eligible resources to the National Register of Historic Places.

Objective 1:

Conduct reconnaissance level surveys for areas of the city that have surpassed 50 years of age and appear to retain architectural integrity.

A reconnaissance level survey (RLS) is the most basic approach for systematically documenting and evaluating historic buildings. It is designed for dealing with large groups of buildings rather than for single sites. Most RLS's include all or a large portion of the buildings in a particular neighborhood or district. The primary purpose is to provide a "first cut" of buildings in a given area that appear to be eligible for listing in the National Register of Historic Places (NRHP). RLS involves only a visual evaluation of properties, not an assessment of associated historical events or individuals. That information can only be obtained through historical research conducted as part of an ILS, the next level of survey. The Bonneville neighborhood was the most recent RLS, which was completed in 2021.

From the survey, the public's top response to the question of responsibilities of the PHPC was identifying historic sites. Surveying historic sites was ranked lower, though it still received more than 1/3 of the total number of respondents' marks.

The SHPO recommends that historic districts be re-surveyed every 20 years. The City is currently undertaking a reconnaissance level survey update for downtown. Following downtown, the next re-surveys should be ISU University Neighborhood Historic District (listed in 1984) and the East Side Downtown Historic District (listed in 1994).

IMPLEMENTATION

A quick visual inspection of several areas of the city led the consultant to identify six areas of interest that may be targets for future RLS. See map in Appendix V. One of these is above (east of) the ISU campus, which is an area that the public was interested in seeing the PHPC bring focus to after downtown. The PHPC identified the Lewis & Clark neighborhood and Upper University neighborhood to have high potential for an RLS. They would also like to consider scheduling a re-survey of the ISU University Neighborhood Historic District as it has been 30 years since it was designated in the NRHP.

Objective 2:

Utilize intensive level surveys to provide documentation and determine eligibility for potentially eligible resources.

Intensive level survey (ILS) is the next step in the process of evaluating a potentially historic resource or group of resources for their eligibility for listing in the NRHP. An ILS involves research on the property and its owners, and documentation of the property's physical appearance, and Instructions for each of those tasks are given below.

IMPLEMENTATION

The City has 32 parks that continue to need work to be safe, usable, and connected as a greenbelt. As the City continues to implement the Parks, Recreation, Open Space & Trails Plan and other open space goals from the comprehensive plan, historic parks should be documented and considered for an ILS and/or cultural landscape reports where appropriate to guide future alteration proposals so that parks maintain historic landscape and park characteristics. Potential parks to include are as follows:

- Alameda (ca. 1915)
- Ammon (ca. 1955)
- Halliwell (ca. 1939)
- Highland Golf Course (1962)
- N.O.P. (ca. 1940)
- Riverside Golf Course (1955)
- Ross (ca. 1930)
- Scardino (ca. 1960)

Another option is to conduct an ILS for buildings at the Bannock County Historical Society site, including the Fort Hall replica. Results of an RLS may provide a recommendation for an ILS. Those recommendations should be prioritized by the PHPC to determine if an ILS is the right step in the process at that time. However, there are existing resources that could benefit from the additional research in an ILS to determine eligibility. Consider applying for CLG funding to support an ILS for historic parks as a thematic ILS, and/or for other determined resources.

Objective 3:

List eligible resources in the National Register of Historic Places.

Listing in the NRHP is an honorary designation for the nation's historically and architecturally significant resources. There are likely dozens of Pocatello buildings and sites, as well as historic districts, that are eligible for listing in the NRHP. Re-nomination and possible expansion of the Downtown Historic District is an obvious candidate pending results of a reconnaissance level survey in 2025. Additional sites in new surveys and re-surveys will be identified through other RLS's.

IMPLEMENTATION

Work with the community and other partners on continued efforts to list historic resources in the NRHP. Complete the process of updating the NRHP historic district nomination for downtown that is underway in 2025. Approach owners of the Anderson Cabin – Bannock County Historical Society – to assess their interest in designation.[59]

Objective 4:

Inventory the Basalt Cliffs throughout the City for archaeology.

IMPLEMENTATION

The City, through a licensed Principal Investigator and/or through SHPO cooperation, should determine if any of the currently documented sites are within the Basalt Cliffs area. If there is a positive indication, the City should apply for a CLG grant to re-inventory the historic features of the area that are known.

[59] Other sites within the Bannock County Historical Society's complex may also be NRHP eligible.

Goals	Objectives	Policy & Incentives Goal Table	Timeline	Frequency
Survey & Designation		Conduct reconnaissance level surveys for areas of the city that have surpassed 50 years of age and appear to retain architectural integrity.		
		Implementation		
	1	Re-survey downtown	Short	Once
		Survey the Lewis & Clark neighborhood.	Medium	Once
		Survey the Satterfield/Highland neighborhood.	Medium	Once
		Re-survey the ISU University Neighborhood Historic District.	Long	Once
		Consider areas of interest for future new surveys.	Long	Every three years
		Utilize intensive level surveys to provide documentation and determine eligibility for potentially eligible resources.		
		Implementation		
	2	Consider an ILS for individual properties or thematic groups identified during reconnaissance level surveys.	Medium	Every five years
		Consider a thematic ILS of all the city's parks and open spaces that are more that 50 years old.	Medium	Once
		Consider an ILS for buildings located at the Bannock County Historical Society.	Medium	Once
		Designate eligible resources to the National Register of Historic Places.		
		Implementation		
	3	Pursue re-designation of the downtown historic district.	Short	Once
		Pursue re-designation of the East Side historic district.	Short	Once
		Consider designation of the Greyhound Bus Depot.	Long	Once
		Consider designation of the Anderson Cabin and/or the Fort Hall replica.	Medium	Once
		Inventory the Basalt Cliffs throughout the city for archaeology.		
		Implementation		
	4	Utilize a Principal Investigator to determine the depth of documentation that is currently in place.	Long	Once
		Consider a new survey and re-survey to document current conditions and resources.	Long	Once

GOAL 2: PUBLIC EDUCATION & PARTNERSHIPS

The objectives of Goal 2 include:

- Objective 1: Provide public education through interpretive signage, markers, or plaques.
- Objective 2: Communicate with the public where they prefer to learn about historic preservation activities.
- Objective 3: Recognize work accomplished or historic preservation support by individuals, businesses, and organizations.
- Objective 4: Seek greater integration between city planning and ISU planning.
- Objective 5: Publicly distinguish the PHPC from Historic Downtown Pocatello, Inc. (HDPI).
- Objective 6: Continue to provide public programs to increase citizens' awareness of Pocatello's heritage and the economic and aesthetic value of historic preservation.
- Objective 7: Seek greater collaboration with the Shoshone-Bannock Tribes.

Objective 1:

Provide public education through interpretive signage, markers, or plaques.

According to the survey, the public desires to know more about the City's history desires to have it available in digital format and on interpretive markers or panels. The ordinance charges the PHPC with this responsibility as well stating the need to, "Promote and conduct educational and interpretive programs regarding historic preservation and historic properties in the city." While this is a high priority for the public, this activity cannot be funded through CLG grants.

IMPLEMENTATION

Review currently installed interpretive signage for historic resources, create a list of possible locations for additional signs, then initiate a public survey for additional input. Establish a marker/plaque program in historic areas to mesh with the walking tour brochures. Work with the Planning and Development Department to understand their timeline for establishing new wayfinding in the city and discuss options to identify historic neighborhoods through existing and new wayfinding signs.

Objective 2:

Communicate with the public where they prefer to learn about historic preservation activities.

A key to success is effective communication. According to the survey, the public prefers to get their information through the City's website and social media.

IMPLEMENTATION

The PHPC has a robust web page on the city's website with most of the key information located on one page. However, many members of the public indicated a desire for information such as walking tour brochures, which suggests the website is not actively being used. Regular posts on social media about the website should attract more users. The City should post a direct link to the building permits web page where an owner can file an application for a Certificate of Appropriateness. Additional links to technical information would provide publicly-desired

DIY guidance without hosting workshops.

Objective 3:

Recognize work accomplished and historic preservation support by individuals, businesses, and organizations.

This objective could help satisfy the need to distinguish the PHPC from other organizations, raise their profile in a positive way, and give the community inspiration for future preservation efforts.

IMPLEMENTATION

Nominate individuals/companies/agencies through existing programs such as Preservation Idaho's Orchids and Onions. With sufficient capacity between the PHPC and City staff, the City will explore establishing its own local recognition program. Considerations in the exploration should include staff and volunteer capacity, budget, promotion, and measurable goals. Start small to avoid being overwhelmed. If sufficient support exists and the goals are worthwhile, begin planning the first program.

Objective 4:

Seek greater integration between City Planning and Development and ISU planning.

The ISU campus could be its own historic district though it's under state jurisdiction. The entities share a boundary relationship that requires perforated lines rather than hardened lines. There are significant historic resources on campus where PHPC could assist with designations.

IMPLEMENTATION

Hold at least one meeting annually between City Planning and Development/PHPC and ISU campus planning to discuss upcoming goals for both entities and how they can work toward common goals that benefit the city as a whole. Consider assisting in developing a historic walk on campus, that highlights the most recognized historic buildings as well as newer landmarks like Holt (ICCU) Arena.

Objective 5:

Seek greater collaboration with the Shoshone-Bannock Tribes.

The PHPC and the Shoshone-Bannock Tribes share a common interest in physical and cultural preservation. Shared goals for heritage preservation present community-wide benefits for both parties and can be well-intentioned without being motivated by other external factors.

IMPLEMENTATION

While this objective may require greater participation from other city entities as well, the PHPC is in a position to potentially take a leadership role based on sharing common interests. Possibilities may include co-hosting special events, presentations, and working with their representatives to survey, document, and preserve historic resources.

Objective 6:

Publicly distinguish the PHPC from Historic Downtown Pocatello, Inc. (HDPI).

The name of the PHPC is the industry standard for municipal organizations, so it would be difficult and unfair for them to change their name. Unfortunately, HDPI has been around since 1991 and therefore also has a name that is ingrained in the local community and as an organization. It would be equally unfair to request for HDPI to change their name again. It was formerly named Old Town Pocatello, Inc. Though for a business improvement district, the name is more unconventional.

IMPLEMENTATION

One single task, even changing a name, won't resolve this issue. In order to remedy the confusion and proceed with a clear distinction between the two organizations, the PHPC must consistently promote their name and work through public education opportunities such as programs and events, decision-making (such as an annual report), preservation projects, and planning efforts.

Objective 7

Continue to provide public programs to increase citizens' awareness of Pocatello's heritage and the economic and aesthetic value of historic preservation.

IMPLEMENTATION

Given limited capacity, target opportunities to occasionally publish printed materials (like when new NRHP districts are designated), historic preservation month (annually in May), and regional collaborative opportunities. Depending on the capacity of the PHPC and/or staff, consider offering events such as guest speakers, and neighborhood and landmark tours. Partner with local institutions such as the public library, the Chamber of Commerce, ISU (Anthropology, History, Library), Bannock County Historical Society, Friends of Brady Chapel, Preservation Idaho, Historic Downtown Pocatello, Inc., Museum of Natural History, the University Library, etc.

Goals	Objectives	Policy & Incentives Goal Table	Timeline	Frequency
Public Education & Partnerships		Provide public education through interpretive signage, markers, or plaques.		
		Implementation		
	1	Review currently installed interpretive signage, documenting types, condition, location and mounting.	Short	Once
		Create a list of possible locations for additional signage.	Short	Once
		Establish a marker/plaque program to mesh with the walking tour brochures.	Medium	Once
		Explore citywide wayfinding signage program for collaborative design and funding options.	Long	Once
		Consider opportunities for new wayfinding signage for historic neighborhoods.	Long	Every other year
		Communicate with the public where they prefer to learn about historic preservation activities.		
		Implementation		
	2	Schedule regular posts on the city's social media to drive traffic to the PHPC website.	Short	Monthly
		Post a direct link on the PHPC website to building permits for a COA.	Shot	Once
		Provide additional links to technical information about rehabilitation.	Medium	Once
		Recognize work accomplished and historic preservation support by individuals, businesses, and organizations.		
		Implementation		
	3	Explore establishing a citywide local recognition (awards) program, considering staff and volunteer capacity, budget, promotion, and measureable goals.	Medium	Every three years
		If sufficient support exists, begin planning the first program.	Medium	Every three years
		Seek greater integration between City Planning and Developent and ISU planning.		
		Implementation		
	4	Hold an annual meeting between the City and ISU planning departments to discuss common goals.	Short	Annually
		Explore co-developing a historic walking tour of campus.	Medium	Annually/Once
		Highlight historic buildings on campus on the city's social media page under the banner of PHPC.	Short	Twice annually
		Seek greater collaboration with the Shoshone-Bannock Tribes.		
		Implementation		
	5	Co-host a special event or presentation with the Tribe.	Medium	Every other year
		Engage the Tribe with preservation activities in the future.	Long	As opportunities arise
		Publicly distinguish the PHPC from Historic Downtown Pocatello, Inc.		
	6	***Implementation***		
		Consistently promote the work of the PHPC through city communications and events.	Short	As opportunities arise
		Continue to provide public programs to increase citizens' awareness of Pocatello's heritage and the economic and aesthetic value of historic preservation.		
		Implementation		
	7	Target opportunities to engage the public at certain times of year or in correlation with certain local events that have a similar audience.	Short	As opportunities arise
		Consider offering events such as guest speakers and tours on an annual or occasional basis to raise visibility of the PHPC.	Medium	Annually
		Partner with local organizations for the targeted opportunities and special PHPC events.	Medium	Annually

GOAL 3: POLICY & INCENTIVES

The objectives of Goal 3 include:

- Objective 1: Support the City and Planning Division in their implementation of SmartCode, the City's form based code.
- Objective 2: Enforce preservation regulations, when necessary, within the historic district(s) and at local landmark sites.
- Objective 3: Promote and utilize existing historic preservation incentives.
- Objective 4: Participate in statewide efforts to establish historic preservation incentives.
- Objective 5: Participate in Section 106 reviews.
- Objective 6: Obtain strong support from the City Council.
- Objective 7: Internally lead and externally support transformative projects that will raise the city's visibility and contribute to its economy.
- Objective 8: New construction infill should be targeted for parking lots and not to replace historic buildings, regardless of designation.
- Objective 9: Update the Historic Preservation Plan

More than half of respondents to the survey answer that the PHPC has not had a responsibility to connect historic property owners with financial incentives. In addition, the public believes that the PHPC should balance historic preservation with other property development goals, and that starts with preservation-supportive policies.

Objective 1:

Support the City and Planning Division in their implementation of SmartCode, the City's form based code.

Form-based code (FBC) is a way to regulate development that controls building form first and building use second, with the purpose of achieving a particular type of "place" or built environment based on a community vision. FBC is a planning method that replaces traditional zoning, allowing for more flexibility in use while maintaining community character. Thus, it can work effectively in tandem with historic preservation goals.

IMPLEMENTATION

When the opportunity arises to provide input, schedule review of the SmartCode as an agenda item for presentation, discussion, and written feedback from the PHPC. Seek to be supportive, yet critical in the best interest of preservation citywide.

Objective 2:

Enforce preservation regulations, when necessary, within the historic district(s) and at local landmark sites.

The PHPC identified enforcement as a problem within the City's structure. Without consistent and persistent enforcement, historic buildings are allowed to be altered without required public hearings and permits,

and in some cases allowed to deteriorate without timely intervention.

IMPLEMENTATION

Schedule opportunities to conduct site visits with enforcement staff to observe and describe issues with historic buildings. Seek information from enforcement about their process of identification of issues, initial processing, and follow through. Provide additional training to enforcement professionals through professional development.

Objective 3:

Promote and utilize existing historic preservation incentives.

The largest available financial incentive for historic preservation that is available in Idaho, as well as nationally, is the federal rehabilitation tax credit. This is sometimes also referred to as the federal investment tax credit. Since its inception in the mid-1980s, the program has been the single most successful tool for saving and rehabilitating historic structures in the U.S., leveraging hundreds of millions of dollars in private investment every year. Overseen by the National Park Service and the Internal Revenue Service, and facilitated in Idaho by the SHPO, the program allows for a 20% tax credit for qualifying rehabilitation expenditures on a property that is listed in the NRHP and is used for commercial (income-producing purposes).

While there are other criteria to meet in order to qualify, applying early in the project planning process is recommended.

IMPLEMENTATION

The PHPC should promote the federal rehabilitation historic tax credit to property owners of NRHP-designated and potentially eligible commercial buildings through targeted personal outreach. The SHPO can help you prepare accurate information for this outreach. This should occur through annual promotion by direct mailing to commercial property owners and through Historic Downtown Pocatello, Inc. during in-person meetings and through their e-newsletter.

Objective 4:

Participate in statewide efforts to establish historic preservation incentives.

Unfortunately, there are no historic preservation incentives available at the state and local levels at this time. At one time, the City had a façade improvement grant program funded by Community Development Block Grants (CDBG). The PHPC believes that cost of rehabilitation and ongoing maintenance is an issue blocking greater preservation. And the public responded to the survey that they greatly desire incentives for residential rehabilitation.

IMPLEMENTATION

This is also a strategy within Goal 3 of the vision element Economically Robust in the Comprehensive Plan. Regularly communicate the importance of a statewide incentive within Pocatello to the SHPO and Preservation Idaho. When opportunities arise, activate the PHPC and City leadership to support efforts to create new and increased incentives. This can include letters, personal meetings and site visits, and lobbying to elected officials.

Objective 5:

Participate in Section 106 reviews.

Section 106 of the National Historic Preservation Act requires federal agencies to consider the effects on historic properties of projects they carry out, assist, fund, permit, license, abandon, or approve throughout the country. If a federal or federally-assisted project has the potential to affect historic properties, a Section 106 review will take place. The federal agency is responsible for identifying potentially affected historic properties, assessing the project's potential for adverse effects, and consulting to avoid, minimize or mitigate adverse effects, where identified.

Section 106 gives the Advisory Council on Historic Preservation (ACHP), interested parties, and the public the chance to weigh in on these matters before a final decision is made. The process is an important tool for citizens to lend their voice in protecting and maintaining historic properties in their communities. More information in the Section 106 process can be found through the ACHP on their website.[61]

IMPLEMENTATION

The PHPC (and/or the staff) should engage in the Section 106 process whenever the opportunity is given in order to provide an opinion about the effects to historic properties and guidance for potential avoidance or minimizing the effect. If mitigation is required, the PHPC will continue to participate in Section 106 discussions about mitigation options and implementation.

Objective 6:

Obtain stronger support from the City Council.

In recent years, appeals of PHPC decisions have been overturned by the City Council which undermines their regulatory authority as well as the trust in professionalism and expertise of this appointed body. In order to ensure consistency in decision-making, the administrative staff and PHPC require stronger support for autonomy to execute the responsibility afforded them by city code.

IMPLEMENTATION

Given the recently-approved, updated Pocatello Downtown Historic District Design Standards, decision-making for Certificates of Appropriateness downtown is more defined than under the previous guidelines. City Council should allow the PHPC at least one year of decision-making and receive a report from the PHPC and staff on the effectiveness of the standards.

Objective 7:

Internally lead and externally support transformative projects that will raise the city's visibility and contribute to its economy.

With feedback from the community survey, the City's first priority should be resolving issues with The Monarch "building." Following the fire, the public wanted to see the rehabilitation of the building and preservation of this important downtown landmark. However, it has been deteriorating long enough now that the public considers it an eyesore and they are at the point of just wanting to see change at the site. Secondly, the public desires that the Yellowstone Hotel be fully rehabilitated. The first option to consider would be a downtown boutique hotel, which is needed. This is a complex project that will require external assistance to facilitate. Other transformative projects would include focused redevelopment and compatible infill in the East Side/Triangle District, rehabilitation and reopening of the Train Depot and/or Bus Depot, and moving city hall to the former federal building downtown. The last option is supported by the Downtown Development Plan and Comprehensive Plan. Other projects may include streetscape improvements in downtown that provide improved ADA, sidewalk space for outdoor dining, and connect historic areas for non-auto mobility, and the conversion of the upper stories of downtown historic buildings for housing.

IMPLEMENTATION

The PHPC must be mindful of their role as advisors. Without advocating, they should keep major ideas at the forefront of the minds of city leaders as well as the public. At a regular meeting, prioritize the list above and seek staff input as to how to approach the top two priorities. This may include internal meetings, site visits with elected officials, and discussion with outside professionals in order to put together a strategic plan for each priority. Seek to utilize the strengths and spheres of influence of each PHPC member within the strategy.

Objective 8:

New construction infill should be targeted for parking lots and not to replace historic buildings, regardless of designation.

IMPLEMENTATION

There are many opportunities within the downtown area for commercial infill that do not require demolition of historic buildings. These sites should be the only option for new construction to occur. The City's Planning & Development Department, Pocatello Development Authority, along with the Chamber and Historic Downtown Pocatello, Inc. should collaboratively promote these sites to attract new development. Within the East Side/Triangle District, as well as the Mountainview (formerly Whittier) neighborhood, there are strong opportunities to target compatible new infill development.

Objective 9:

Update the Historic Preservation Plan

This historic preservation plan is intended to have a ten-year time frame of application and therefore should be renewed by 2035. However, the commission should also revisit the plan formally every year to monitor their progress and make adjustments in the timeline as necessary.

IMPLEMENTATION

The PHPC should apply for a CLG grant from the Idaho SHPO in 2033 in order to create a new historic preservation plan in 2035.

[61] https://www.achp.gov/protec8ng-historic-proper8es/sec8on-106-process/introduc8on-sec8on-106

Goals	Objectives	Policy & Incentives Goal Table	Timeline	Frequency
		Implementation		
	1	a. Schedule at least one review and comment with the PHPC on SmartCode as it is being developed.	Short	Once or more
		b. Provide examples of SmartCode's implementation where it is working well with historic buildings as well as where its having more challenges.	Medium	Annually
	2	Enforce preservation regulations, when necessary, within the historic district(s) and at local landmark sites.		
		Implementation		
		a. Regularly schedule site visits for the PHPC and staff to observe challenging issues and positive results.	Short	Twice annually
		b. Obtain information on a quarterly basis from enforcement about recent violations and share that information with the PHPC.	Short	Quarterly
		c. Request a presentation from enforcement to learn about how they do their work and common issues they find with historic buildings.	Medium	Every three years
	3	Promote and utilize existing historic preservation incentives.		
		Implementation		
		Promote the federal rehabilitation historic tax credit to property owners of designated and potentially eligible commercial buildings through targeted personal outreach.	Short	Annually
	4	Participate in statewide efforts to establish historic preservation incentives.		
		Implementation		
		Activate the HPC and city leadership to support efforts for new and increased incentives.	Medium	As opportunities arise
	5	Particiapte in Section 106 Reviews.		
		Implementation		
		Engage in the Section 106 process to provide opinions and guidance.	Short	As opportunities arise
		Be active in determining and executing mitigation that is beneficial to the city when that is required.	Short	As opportunities arise
	6	Obtain strong support from the city council.		
		Implementation		
		Consider having PHPC members on a rotating basis make quarterly or semi-annual reports to the City Council to provide them with regular updates on historic preservation in the city.	Short	Quarterly or twice annually
		Utilize the implementation of the new downtown design standards and preservation trends as regular topics.	Short	As opportunities arise
	7	Internally lead and externally support transformative projects that will raise the city's visibility and contribute to its economy.		
		Implementation		
		Maintaining a role as an advisor, keep major preservation opportunities at the forefront of consideration by elected officials.	Medium	Quarterly or twice annually
	8	New construction infill should be targeted for parking lots and not to replace historic buildings, regardless of designation.		
		Implementation		
		Promote open spaces in historic neighborhoods as key sites for compatible infill development.	Long	As opportunities arise
	9	Update the Historic Preservation Plan.		
		Implementation		
		Apply for and receive a CLG grant from the Idaho SHPO to update the plan in 2035.	Long	Once
		Conduct the update to the Pocatello Historic Preservation Plan.	Long	Once

GOAL 4: TRAINING & OPERATIONS

The objectives of Goal 4 include:

- Objective 1: Provide regular training for the PHPC.
- Objective 2: Consider out of state training opportunities.
- Objective 3: Consider opportunities for training building and enforcement officials in interpreting building codes for historic buildings.
- Objective 4: Review the historic district design standards regularly.
- Objective 5: Minimize turnover of members of the PHPC.
- Objective 6: Raise funds to support the work of the PHPC.

Objective 1:

Provide regular training for the PHPC.

Historic preservation commissioners require continuing education and professional training as they are involved in the management, preservation, and stewardship of cultural heritage. Training can be provided by staff, commission peers, consultants, or off-site conferences, workshops, and meetings. The field of historic preservation continues to evolve in principles, philosophy, standards, interpretation, and technology. Training will assist commissioners in keeping current with the field.

IMPLEMENTATION

The PHPC should set aside regular time at meetings for local training to the PHPC by staff or guests. Topics could include preservation trends, philosophy, rehabilitation techniques or materials, and planning efforts. The PHPC should consider utilizing partners for high level training for the PHPC such as local architects, professors from ISU, the Shoshone Bannock Tribes, and the NAACP for cross-agency training. It is the goal of the Idaho SHPO to have an annual CAMP training in Idaho starting in 2025. Assess the need and availability of NAPC CAMP training within Idaho while considering CLG grant opportunities for staff and commissioners to attend.

Objective 2:

Consider out of state training opportunities.

Currently, there is not a preservation or heritage-related conference in Idaho. And not all training can be, or should be, facilitated locally. Out of state opportunities can broaden the perspective of commissioners and staff, connecting them to the broader movement and people engaged

nationwide. Staff has attended national conferences on occasion and have found them to be worthwhile for making connections and expanding thinking about preservation's local role.

IMPLEMENTATION

The National Association of Preservation Commissions (NAPC) holds a national conference every other year and provides excellent programming that is targeted to the PHPC. The nearest major and regularly-occurring statewide conference is in Colorado. This annual conference attracts roughly 1,000 people from across the region to Denver each winter and is an affordable alternative to a national conference. The PHPC should apply for CLG grants to support out of state training opportunities and professional development and rotate them between different commissioners and staff.

Objective 3:

Consider opportunities for training the building and enforcement officials in interpreting building codes for historic buildings.

Discussions with the PHPC indicate that building officials may not be as familiar with flexibility in the International Building Code (IBC) as it applies to existing and historic buildings. There is a complexity to rehabilitation that is already dissuading owners from taking action.

Particularly for building inspectors, it was noted that the fire code is the most difficult to interpret. City investment in additional training for these professionals to understand how others work within the gray area while still managing risk could lead to saving more buildings and making rehabilitation possible by reducing unnecessary costs.

IMPLEMENTATION

Find opportunities for specialized training and request the department's cooperation to provide that to building and enforcement officials on a rotating basis.

Objective 4:

Review the historic district design standards regularly.

The Pocatello Historic Downtown Design Standards were adopted by City Council in July 2024, so they are currently updated. But these should be reviewed every five years for consistency with current professional standards and overall, how they are working for the historic district.

IMPLEMENTATION

The PHPC shall review the standards for applicability and effectiveness every two years as part of a work session/training with the staff and/or a preservation consultant.

Objective 5:

Minimize turnover of members of the PHPC.

While there have been many dedicated members of the PHPC over the decades, there have also been appointees that have served terms shorter than the standard three years. Consistent turnover leads to inconsistent decision making, continual time investment in basic-level training, and poor impressions among the public.

IMPLEMENTATION

Seek members that will fully commit to the full three-year term. Provide benefits and incentives for their continued service including unique training opportunities that include both preservation topics and team building, PHPC socials, and recognition outside of meetings.

Objective 6:

Raise funds to support the work of the PHPC.

The PHPC is not provided with an annual budget to conduct their work. Therefore, they are completely reliant on CLG grants from the SHPO, other special project funding, and external fundraising. Fortunately, the City has been financially supporting qualified and skilled staff in the Planning Division to support the PHPC and facilitate preservation internally. However, that is not enough to implement programs that will broaden public support for preservation and raise confidence in the work of the PHPC, and in turn, the City.

IMPLEMENTATION

The PHPC (via the staff) should regularly apply for CLG grants to support survey, designation, public education, and training. The preferred occurrence to make those applications is annually. However, in order to facilitate this plan's full implementation, the PHPC requires annual funds. If they are to do educational programs or brochures, or awards, the City must provide them with a minor amount of annual line-item funding beyond their grants and administrative/staff support funds.

PART 9 GOALS, OBJECTIVES, & IMPLEMENTATION

Goals	Objectives	Policy & Incentives Goal Table	Timeline	Frequency
Training & Operations	1	Provide regular training for PHPC		
		Implementation		
		Set aside regular time at meetings for local training to the PHPC by staff or guests.	Short	Quarterly
		Plan the training schedule ahead of time and choose topics that are timely and relevant.	Short	Annually
		Utilize local expertise and partners for training.	Short	Twice annually
		Participate in the CAMP training that is planned to be held annually in Idaho.	Medium	Annually
	2	Consider out of state training opportunities		
		Implementation		
		Out of state opportunities may include the NAPC national conference or the Colorado statewide conference.	Medium	Every other year
		Apply for CLG grants to support training opportunites and professional development and rotate them between different commissioners and staff.	Short	Annually
	3	Consider opportunities for training the building and enforcement officials in interpreting building codes for historic buildings.		
		Implementation		
		Explore and document opportunities for building official training in historic building rehabilitation and code interpretation.	Short	Every other year
		Provide those opportunities to the building department as they are identified.	Short	Every other year
	4	Review the historic district design standards regularly.		
		Implementation		
		Review the historic district design standards in 2030.	Medium	Every five years
	5	Minimize turnover of members of the PHPC.		
		Implementation		
		Seek members that can commit to a full three-year term. Stress that time commitment during their application and appointment process.	Short	As opportunities arise
		Establish some benefits and incentives for continued service, including professional development and training, socials, and recognition outside of meetings.	Medium	Every other year
	6	Raise funds to support the work of the PHPC.		
		Implementation		
		Apply for CLG funding for documentation, nomination, education, and training.	Short	Annually
		Seek opportunistic grants for project-based work such as rehabilitation, signage, and awards.	Medium	As opportunities arise
		Seek direct program funding from the city to support expanding preservation's visibility and impact.	Medium	Every other year

CLG Grants Based on Outlined Goals

The City desired to have an outline of potential projects that could be funded by CLG grants to select from over the 10 year lifespan of the historic preservation plan. The following break down the objectives into those that would be eligible for one-time or annual or regular funding from the CLG program.

ONE-TIME FUNDING

1.1 NRHP designations (each designation would be one-time funding)

1.2 Intensive level surveys (each survey would be one-time funding)

1.3 Reconnaissance level surveys (each survey would be one-time funding)

3.7 Study and/or strategize for transformative projects

3.9 Update the historic preservation plan

4.1 Training such as CAMP (also relates to 4.5)

ANNUAL / REGULAR FUNDING

2.3 Recognize accomplishments (depending on the program, may be regular) 2.6 Regular public programs and/or publications

3.3 Promote the federal HTC to downtown property owners

4.1 Regular training that utilizes consultants (also relates to 4.5)

4.2 Out of state training and professional development (also relates to 4.5) 4.3 Building and enforcement official training

Appendices

APPENDIX I: ACRONYMS

ACHP – Advisory Council on Historic Preservation (federal agency)

APE - Area of potential effects

ARPA - Archaeological Resources Protection Act

CDBG – Community Development Block Grants (federal funding)

CLG – Certified Local Government

ICRIS – Idaho Cultural Resource Information System

ILS – Intensive Level Survey

IRS – Internal Revenue Service (federal agency)

ISHS – Idaho State Historical Society (parent state agency of SHPO)

NAGPRA - Native American Graves Protection and Repatriation Act

NHPA – National Historic Preservation Act

NPS – National Park Service (federal agency)

NRHP – National Register of Historic Places

PHPC – Pocatello Historic Preservation Commission

RLS – Reconnaissance Level Survey

SHPO – Idaho State Historic Preservation Office (state agency)

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APPENDIX III: HISTORIC PRESERVATION ORDINANCE

Ordinance will be added at a later date.

APPENDICES

APPENDIX IV: NRHP LISTED HISTORIC RESOURCES

Historic District	Construction Dates	Listing Date	NRIS No.
Pocatello Historic District	1892-1939	1982	82002505
Idaho State University Neighborhood Historic District	1900-1942	1984	84001008
East Side Downtown Historic District	1900-1940	1994	94001361
Pocatello Warehouse Historic District	1905-1946	1996	96000946
Westside Residential Historic District	1891-1954	2003	3000102
Lincoln-Johnson Avenues Residential Historic District	1900-1950	2006	6000126
Old Town Residential Historic District	1892-1950	2008	8000249
Site	Construction Date	Listing Date	NRIS No.
Pocatello Carnegie Library	1907	1973	73000679
Standrod House	1897	1973	73000680
Pocatello Federal Building	1914-1916	1977	77000452
Sullivan-Kinney House	1894	1977	77000453
John Hood House	1916	1978	78001043
St. Joseph's Catholic Church	1897	1978	78001044
Trinity Episcopal Church	1897-1898	1978	78001045
Brady Memorial Chapel	1918-1922	1979	79000772
Church of the Assumption	1915	1979	79000773
William A. Hyde House	1901-1907	1983	83000259
Quinn Apartments	1913	1985	85000057
Rice-Packard House	1909-1910	1985	85002159
Woolley Apartments	1920	1985	85003425
A.F.R. Building	1903	1990	90001737
Idaho State University Administration Building	1939	1993	93000994
Bethel Baptist Church	1922; 1950	2021	100007013

Seven (7) Historic Districts
Sixteen (16) Individual Sites

APPENDICES

APPENDIX V: POCATELLO SURVEY & DESIGNATION MAP

APPENDIX VI: POCATELLO SURVEY & DESIGNATION MAP - DOWNTOWN DETAIL

APPENDICES

APPENDIX VII: COMMUNITY SURVEY RESULTS

Survey results to be added at a later date.

APPENDICES

APPENDIX VIII: GOALS, OBJECTIVES, & IMPLEMENTATION

Information to be added at a later date.

APPENDICES

APPENDIX IX. ADDITIONAL RESOURCES

Idaho Heritage Trust

https://www.idahoheritagetrust.org

The Centennial Commission and the 100th Idaho legislature created the Trust to help preserve Idaho's heritage for the next 100 years in advance of our bicentennial. Hiding in this seemingly simple statement of purpose are a few aspects that require further exploration and lead us to our organizational vision and mission. At our heart, we are a supportive grass-roots organization, meaning we provide funding and technical expertise to help others preserve what is important to them. In this way, our mission is to serve all Idahoans to preserve and maintain our collective culture and history. We have shown our commitment to this mission by helping with projects in every county, and more than half of our grants have been awarded to communities of fewer than 5,000 people. We strive to provide the resources and practical knowledge necessary so anyone who believes in our mission can contribute to ensuring what we love about Idaho continues to exist for at least the next 100 years.

To date the Idaho Heritage Trust has provided 26 grants to 16 sites in Pocatello between 1992-2023:

- Assumption of the Virgin Mary Greek Orthodox Church (2014, 2016);
- Bannock County Veterans Memorial Building (2023);
- Brady Chapel Restoration (1992, 2000, 2019, 2021);
- Buster Brown Neon Sign (2019);
- Chief Theater Sign (2012);
- Faun's Motel Neon Sign (2020);
- Old City Building & Shop (2019);
- Pocatello Eagles, Neighborhood Housing (1997, 2000);
- Pocatello Greyhound Bus Depot (1996);
- Pocatello Indian Neon Sign (2015);
- Red's Cycle & Key Shop Sign (2017);
- South Bannock County Historical Society (2004, 2009);
- St. Joseph's Catholic Church (2007);
- Standrod House (1993);
- The Whitman Hotel (2007, 2008, 2009);
- Trinity Episcopal Church (2014, 2015, 2019).

Idaho Main Street Program

https://commerce.idaho.gov/communities/main-street/

Idaho has adopted a statewide Main Street program, which means we serve as the bridge between your community and the national program. We can help pool resources statewide and provide Main Street designation and accreditation. The Idaho Main Street program was launched in June 2012. The State of Idaho, through the Department of Commerce, serves as the primary link to the National Main Street Center by providing access to their resources; networking, advocacy, information and hands-on technical assistance and training on Main Street strategies. A statewide program means communities will have better access to local, state and federal agencies and organizations and programs that interface with the Main Street program. Idaho Commerce, the state program manager, also assists rural communities that don't have the resources to implement a program on their own, and we track program successes, so we can celebrate our communities' achievements.

Idaho State Historical Society, State Historic Preservation Office

https://history.idaho.gov/shpo/

The State Historic Preservation Office (SHPO), a division within the Idaho State Historical Society (ISHS), encourages the preservation, documentation, and use of cultural resources. Idaho SHPO educates the public about the importance of Idaho's cultural heritage. Idaho's historic, archaeological, and cultural resources represent the physical and tangible manifestations of our history; they reflect who we were, where we came from, where we are now, and help shape our outlook for the future. By protecting, preserving, and understanding these important resources, we span the past, the present, and the future, not as separate events or periods, but as an ongoing narrative. These resources provide economic, educational, and intrinsic value today and for future generations. The Idaho SHPO works to ensure the state's historic and archaeological properties are preserved, interpreted, and reused.

National Trust for Historic Preservation

https://savingplaces.org

Old places are where our lives, memories, and stories began. They connect us to the past, anchor us to the present, and lead us into the future. These places inspire us to create a stronger nation, because they belong to all of us. For seventy years, the National Trust for Historic Preservation has led the movement to save America's historic places. A privately funded nonprofit organization, we work to save America's historic sites; tell the full American story; build stronger communities; and invest in preservation's future. Thanks to the passion and dedication of our advocates and supporters, we're able to protect hundreds of places every year.

APPENDICES

Preservation Idaho

https://www.preservationidaho.org

For over 50 years, Preservation Idaho has worked to protect historic places of significance to Idahoans. Preservation Idaho has worked across the state to preserve those places that make Idaho unique. We rely on collaboration with public and private property owners to ensure they understand and appreciate the architectural and historic value of their property. Our education and advocacy work are the means by which we affect change and we welcome all who would join us in our mission. We are an all-volunteer board with various committee and volunteer opportunities over the course of the year. We work to preserve the craftsmanship and the stories of people and events that are told through our built environment and that have brought us to where we are today.

The organization has recognized both the positive and negative in Pocatello over the years through their Orchids and Onions program. The following is a list of those:

ORCHIDS (POSITIVE)

- Hood Mansion, 1978
- Standrod House, 1979
- Chief Theatre, 1991
- Brady Memorial Chapel, 1997
- Chief Theatre Sign, 2012
- Gasser House, 2014
- Purpose Building, 2023

ONIONS (NEGATIVE)

- Simplot Company (demolition of Bannock Hotel), 1983

APPENDIX X. CONSULTANT INFORMATION

Kirk Huffaker Preservation Strategies

https://www.kirkhuffaker.com
774 E 2100 S
Salt Lake City, UT 84106
(801) 804-3476

Kirk Huffaker, Principal/Architectural Historian
Mason Lytle, Research Historian II
Jessica Guynn, Research Historian I
Amy Reid, Landscape Historian

POCATELLO
NO. 135. POCATELLO, IDAHO.

CHILE

CITY OF POCATELLO

Historic Preservation Commission

TO: Pocatello City Council

FROM: Pocatello Historic Preservation Commission

DATE: April 3, 2025

RE: Letter of Recommendation – Pocatello Historic Preservation Plan

Mr. Mayor and Members of the City Council,

On April 2, 2025, the Pocatello Historic Preservation Commission (PHPC) voted to accept the final draft of the Pocatello Historic Preservation Plan as written by consultant Kirk Huffaker and seek to recommend the City Council's adoption by resolution.

As you know, the PHPC is a citizen advisory group to the City Council. The Historic Preservation Plan helps provide focus and direction to ensure we respond to the desires of the community regarding the City's historic preservation program as well as to faithfully execute our legally appointed duties as outline in Pocatello City Code §17.02.800.C and in Idaho State Statute §67-4601.

The vision within the Historic Preservation Plan seeks to support and encourage the preservation of the historic and cultural assets of our city. The Commission has made significant improvements to the City's historic preservation program and believe the goals and strategies outlined in this Plan will further improve the quality of the program as well as better define the role of preservation in the community.

We as the PHPC give our full support and strongly recommend that the City Council adopt the Historic Preservation Plan as an official City plan.

Sincerely,

Marty Vizcarra, Chair
Historic Preservation Commission

911 N 7th Avenue
Pocatello, ID 83201

Office: (208) 234-6184
www.pocatello.gov

5/8/2025

RE: Draft Historic Preservation Plan

Dear Mayor & City Council:

As a life-long preservationist (and as a retiree from the City's Planning Department who for many years facilitated the City's historic preservation efforts), I applaud the majority of the proposed plan and especially its premise that: "A strong downtown (is the) foundation for strong neighborhoods." (p. 42) Until very recently, I was unaware of the plan's development, its input survey, or any earlier comment opportunities that led to the current draft. I may not be alone as the survey generated only 100 responses.

Nevertheless, I would like to share a few observations, concerns and historical context (since p. 42 indicates that the goals were, in part, shaped by the "past work of the PHPC"). Finally, I will suggest changes to a few goals/objectives.

In my post-retirement, volunteer efforts within the community, I have--at times--sensed tension between the HPC, its staff, and other valuable and long-standing community groups. On the surface, the "rift" seemed personality or ego-related. But I now fear it is engrained into some elements of this plan--a plan that will likely guide beyond the terms of service for given commissioners, Council or board members, and their associated staff. I personally experienced this disconnect a few months ago and began wondering just when and why the HPC became a quasi-judicial group that sits at a dais, utilizes stop watches, and a for/against system of closed comments that speaks of authoritarianism and potentially adversarial outcomes in its design review responsibilities? Did Idaho Code change? Have there been court challenges?

Along with this shift, when and how did the HPC begin to view itself in a limited "advisory" role--while at the same time taking on large capital projects (i.e. Brady Chapel). When did historic preservation begin leaning toward "silos" of independence/authority instead of consensus-building, empowerment, and advocacy--especially within our downtown? Has it dangerously approached a slippery slope that might lead from being a "Friend of Preservation" to being an unwitting "Foe?"

Since its early existence, the HPC was a participatory and collaborative advocate facilitated by staff within the City's Planning Department—perfectly situated to think outside the box and utilize many redevelopment tools. A few advocacy examples from earlier HPC days: returning the public library downtown; Community Development Block Grant projects involving downtown and citywide preservation efforts; Pocatello Development Authority projects utilizing tax increment financing; the creation of the Business Improvement District; the establishment of NeighborWorks Pocatello--including upper-floor housing projects and design guidance for their infill housing (that replaced blighted structures and empty lots throughout the central neighborhoods).

Once upon a time, the HPC had at least one downtown property owner—deemed appropriate as his/her constituents were most-often subjected to the HPC's powers of regulation and enforcement. That is no longer the case. Yet, downtown still has the same number of buildings/owners. The City Planning Department had tools that assisted downtown building owners with design expertise (once called the Building Doctor) and for several decades offered a Façade Improvement Loan Program and even blight removal and sign grants. More recently, City staff acted as liaisons to Relight the Night (HDP's sub-committee that rescues and preserves neon signs).

As part of its stewardship, the HPC was tasked with property maintenance surveys that were forwarded to code enforcement personnel and then led follow-up reviews. Design review was always a key responsibility of the HPC—but it was done in collaborative, round-table discussions with the applicants. Did these particular stewardships always end with rosy, positive outcomes? Certainly not, but those who participated generally left feeling heard and with additional guidance. And, it never cost them money to have their proposals considered or even re-considered!!!! Council appeals were few and far between.

Unlike new construction, owning historic, commercial property is rarely a money-making proposition. Preservation is most often accomplished by those who possess a love for a given community's unique "built environment." The last thing an applicant needs when tackling an old structure is another cost (like the newly-implemented "processing/application fees"). Once upon a time, there were "carrots" (façade loans/grants) that were dangled beside the "stick" (enforcement)— incentives to do what was most appropriate for these privately-owned, but community-loved architectural treasures.

Evidently those unique incentive and funding sources (instead of being modified, replenished, and updated) have been re-directed to capital-consuming projects like the Brady and are now depleted? On that subject, the explanation on p. 6 could use more transparency regarding the demise of the very flexible "Standrod Trust." The HPC approved its near-liquidation for the recent Brady Memorial Chapel renovations—consequently necessitating Training and Operations Goal, Objective 6 on p. 59.

But enough of the HPC's past, this plan is about its future! I wholeheartedly agree that: "The City's planning staff and HPC members play a critical role in recognizing opportunities for integration of historic preservation goals and objectives." p. 33

It is in that light, I now integrate these seemingly random thoughts into specific goals and objectives within the proposed plan (which begin on p. 42). Hopefully, additional confidence in the preservation cause and the prevention of further rifts (real or perceived) can be the result:

1) Reprioritize the four primary goals: PARTNERSHIPS and Public Education (purposely flipped), Policy & Incentives, Training and Operations, and then Surveys and Designations. Reasoning? Surveys, inventories, and designations become meaningless unless accompanied by actual preservation measures.
2) Reprioritize and reword objectives within all four goals to foster collaboration, advocacy, and participation. Strike references to being only "advisors" and add language steering completely away from being project "implementers"--which can lead to bias in allocating scarce resources as the HPC did in spending the Standrod "Trust" on the Brady Chapel.
3) "Partnership" goal/objectives—reprioritize/reword 4 and 5—make efforts more collaborative and inclusive, not just ISU oriented—perhaps add something like "Foster continued collaboration with NW Pocatello, Historic Downtown, School District 25..." consider property owner groups....In 5, use more conciliatory wording on making distinctions...yes, there are a few very distinct roles for each--but most blur and could benefit from partnering and coordinated efforts....present wording seems needlessly divisive.
4) "Policy & Incentive" objectives—again reprioritize 3 re: incentives to the top ...reword this entire section in a way that the City's Planning Department once again promotes and pursues City-influenced resources (i. e. CDBG grants and Tax Increment Financing) as preservation incentives and for public improvements within the warehouse district, the East Side/Triangle area, as well as downtown itself. Leave residential incentives to NeighborWorks—it's their strength. Perhaps encourage them to build awareness? Move Smart Code toward the bottom.

   Obj. 2 re: Enforcing/regulating....clarify HPC's stewardship as the proactive "lead" entity on conducting property maintenance surveys and forwarding issues to enforcement staff (including police, fire, and building officials). This is a difficult role for HDP to play as it could be seen as attacking its own...recognize a fine line can exist between their paying members and preservation objectives.

   Objective 6 should consider lessening the HPC's quasi-judicial appearance and most certainly should remove fees from Certificates of Appropriateness (unless they involve infill/new building construction). Fees are a disincentive to improving compliance.

For consistency, these suggestions may necessitate changes in the balance of the plan. **Thank you for the opportunity to comment.** Hopefully, this new Historic Preservation Plan and the HPC's future direction will be instruments for good in our community—acting as Friends of Preservation, enablers, and key stewards in preserving downtown and the neighborhoods surrounding it!

Sincerely, Lee Ann Dutton, 420 S. 12th, Pocatello, ID

RESOLUTION NO. 2025-_____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, APPROVING THE HISTORIC PRESERVATION PLAN FOR THE CITY OF POCATELLO AND GRANTING EFFECTIVITY OF THE ADOPTED PLAN.

WHEREAS, in 2023, the Pocatello Historic Preservation Commission (PHPC) received funding to complete the Pocatello Historic Preservation Plan; and

WHEREAS, this plan aids in informing decision makers and citizens related to historic preservation, utilizing best practices for historic preservation in the 21st century, identifying financial resources for historic preservation, and ensuring proper curation of archaeological resources per State standards; and

WHEREAS, the Pocatello Historic Preservation Plan was presented and discussed at the Work Session before the City Council on March 13, 2025; and

WHEREAS, the City Council held a Public Hearing for said plan at the regular City Council meeting on May 15, 2025; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO that the Pocatello Historic Preservation Plan for the City of Pocatello shall be effective upon approval of this Resolution.

RESOLVED this _____ day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

The Pocatello Police Department has been selected as an approved governmental agency for the FY 2024 Project Safe Neighborhood (PSN) program, making us eligible to apply for funding aimed at reducing violent crime in Idaho. The department is slated to receive $11,500 in grant funding. This grant provides a timely opportunity to access resources that directly support the PSN Team's goals—namely, reducing gun and drug-related violence, improving coordination among law enforcement agencies, and assisting in the reintegration of individuals at high risk of reoffending. If approved, the Pocatello Police Department intends to use these funds to lease two License Plate Readers through Flock Safety, with one to be installed in Bannock County and the other in Power County. These tools will assist in identifying and tracking vehicles involved in criminal activity, significantly enhancing our capacity to respond proactively to violent crime. In addition to funding, selected subrecipients may also receive valuable training, technical assistance, and workshops to support effective implementation and agency collaboration.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 9, 2025

RE: Grant Application

I have reviewed the Project Safe Neighborhood grant application. I have no legal concerns with the Council approving the grant application and authorizing the Mayor to sign the grant application.

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

FY 2024 Project Safe Neighborhood (PSN)

Application Deadline: December 31, 2025

Who May Apply: Local and State Law Enforcement, Private Research Firms or Experts, Colleges and Universities, Nonfederal Government Agencies, Nonprofit Organizations

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Why Apply: The Idaho Project Safe Neighborhoods (PSN) Team, in cooperation with the Bureau of Justice Assistance (BJA), a component of the Office of Justice Programs, U.S. Department of Justice, seeks Idaho subaward applications for its FY 2024 PSN Grant. The goals of the PSN Team include decreasing gun and drug-related violence in Idaho, training and coordinating local and state law enforcement in order to aggressively prosecute those who commit crimes with firearms, and working towards a successful reintegration of those members of the Idaho community who are most likely to commit future violence. The Idaho PSN Team is focusing FY 2024 PSN grant funding on implementing license plate readers along specific Idaho highways, providing a Shooting Reconstruction course in the Treasure Valley, and providing laboratories with additional methamphetamine quantitative equipment.

Funding Available: Subawards will be awarded to entities within the District of Idaho. The selected subrecipients will each receive funds to implement their projects that fit within the PSN Team's goals. The 2024 PSN Grant has $100,744 available for this program. Additionally, the Idaho PSN Team and/or BJA may provide separate support to the selected subrecipients through training, technical assistance, and workshops to better support PSN Team efforts.

Examples of Strategies/Activities that can be funded:

- License Plate Readers at the Below Locations:
  - State Highway 95 (north of Fruitland, south of Weiser)
  - State Highway 55 (near Avimor)
  - Highway 93 (near the Nevada border)
- Training related to Shooting Reconstruction
- Laboratory Technology to assist with Methamphetamine Quantitative Analysis

Application Format: Applications must be submitted using the Google Form page linked below.

https://forms.gle/nQbEmyKwTy4aYZ71A

Applicants must acquire a Unique Entity Identifier (UEI) and maintain registration with the System for Award Management (SAM). The UEI is a 12-character alphanumeric identifier used as the primary means of identifying entities that have registered for federal awards in SAM. SAM is the repository for certain standard information about federal financial assistance subrecipients. To register with SAM and obtain a UEI, applicants will need an authorizing official for their organization and an Employer Identification Number (EIN). SAM registration and renewal can take as long as 10 business days to complete. Failure to maintain a current SAM registration will prevent an entity from receiving 2024 PSN Grant funds.

Contact Information:

Ashley Tuttle
Management Assistant
Idaho State Police Forensic Services
ashley.tuttle@isp.idaho.gov
208-884-7280

Matthew Gamette
Laboratory System Director
Idaho State Police Forensic Services
matthew.gamette@isp.idaho.gov
208-884-7217

Selection Process: The Idaho PSN Team will review the applications, select subrecipients, and inform all applicants of their decisions. The fiscal agents will then contact selected grantees with information related to the completion of any required contracts and forms. Any proposed subaward is subject to prior approval from BJA before a subaward will be issued.

FY 2024 Project Safe Neighborhood Subaward Application – District of Idaho

- Email
  - zbartschi@pocatello.gov
- Applicant's Authorized Official
  - Zachary Bartschi
- Applicants Legal Name (Entity)
  - City of Pocatello
- Applicant UEI Number
  - C1H5KKGYA7F8
- Applicant EIN Number
  - 82-6000244
- Entity Type
  - Law Enforcement
- Entity's Full Address
  - 911 North 7th Ave, Pocatello, Idaho 83201
- Total Funds Requested
  - $11,500
- Applicant currently registered in the system for Award Management (SAM) database?
  - Yes
- Anticipated Place of Performance Address

  LR#007 I-15N @ South Bannock County Line I-15 N, Downey, ID 83234, United States Northbound 42.35663329855808 -112.22063070780266 Flock Pole - 12 ft 0

  2 LR#008 I-86E @ Power County Line I-86 E, American Falls, ID 83211, United States Northbound 42.60504707628002 -113.17242812668793 Flock Pole - 12 ft 0
- Administrative Contact Information
  - Zachary Bartschi /zbartschi@pocatello.gov /208-339-5482 /911 N. 7th Pocatello, Idaho, 83201
- Briefly describe the gun and drug-related violence problem in your jurisdiction
  - Gun and drug-related violence in Pocatello, Idaho, has been a growing concern in recent years, though it remains relatively low compared to larger urban areas. However, there have been incidents involving gang activity, drug trafficking, and the misuse of firearms, contributing to violent crimes. Local law enforcement has been focused on addressing these issues, particularly through efforts to curb the distribution of illicit drugs like methamphetamine and opioids, which are often linked to violent crimes. While the city remains generally safe, the rise in drug-related offenses and gun violence poses ongoing challenges for public safety.
  - The data provided shows a concerning trend in drug and firearm-related incidents in Pocatello, Idaho, from 2022 to 2024. Over these years, there has been a significant amount of drugs seized, particularly fentanyl pills, methamphetamine, and marijuana, along with firearms and related accessories. In 2022, the Pocatello Police Department's seized 64 guns and large quantities of illegal drugs, including

over 6,000 grams of fentanyl pills. In 2023, the Pocatello Police Department's seized over 5,000 grams of methamphetamine. By 2024, drug seizures and firearm recoveries had continued, with the Pocatello Police Department seizing 89 firearms altogether, including handguns, rifles, and shotguns. 2024 also showed high levels of drug seizures, with over 29,000 grams of fentanyl pills and more than $40,000 in cash, and four vehicles also seized. The data indicates a persistent presence of drugs and firearms in the community, often linked to criminal activity, with drugs like methamphetamine and fentanyl being central contributors to the violence. Additionally, the number of arrests associated with these incidents also remained substantial, suggesting ongoing public safety concerns in the region.

- What resources and/or equipment does your jurisdiction require to help address the gun and/or drug-related violence?
    - The Pocatello Police Department (PPD) has established a Memorandum of Understanding (MOU) with surrounding agencies to collaborate on the High Intensity Drug Trafficking Areas (HIDTA) program, enhancing regional efforts to combat drug-related crime and violence. Additionally, the department recently signed a three-year contract with Flock Safety for 34 License Plate Readers (LPRs), which will significantly improve their ability to track and identify vehicles associated with criminal activity. Given the rising concerns related to gun and drug-related violence, expanding the use of LPRs would be the most effective resource at this time. Increased LPR coverage would strengthen the department's capacity for real-time surveillance and investigations, ultimately improving public safety and supporting law enforcement efforts across the region.
- Is your organization willing to report to the PSN Team for the duration of the project period regarding its efforts?
    - Yes. The Pocatello Police Department is committed to being a strong and cooperative partner throughout the duration of this project. We are prepared to provide regular reports and updates, ensuring transparency and accountability for the entire project period. By maintaining open communication and sharing data, we aim to enhance the effectiveness of the initiative and contribute to its overall success, fostering continued collaboration with our surrounding agencies and stakeholders.
- Describe how your organization would implement your proposed project within your jurisdiction, including an estimated timeline.

    - The Pocatello Police Department plans to implement the Flock Safety LPRs by leveraging existing policies and procedures, ensuring a seamless integration of the new technology into our operations. Flock Safety will handle the installation of the equipment, while our officers will undergo thorough training to effectively use the system. Additionally, we will foster collaboration with surrounding agencies, including the Idaho State Police, to enhance regional crime reduction efforts. Through consistent communication and data sharing, we will monitor the

effectiveness of the LPRs in reducing crime and improving public safety, ensuring the technology's full potential is realized.

- Once the grant is awarded and the contract is signed, we will be able to begin utilizing the Flock Safety LPRs as soon as the equipment is installed, which could potentially be within a matter of weeks. This quick turnaround will allow us to promptly integrate the system into our operations, enhancing our ability to monitor and respond to criminal activity. The timely implementation of the LPRs will significantly improve our law enforcement capabilities and contribute to the overall safety of the community.
- We would establish a one-year contract for this project, with the intention of applying for continuing grants to support its ongoing success. If we were not awarded continued grants we would explore the possibility of integrating the Flock Safety License Plate Recognition (LPR) technology into the budget of the Pocatello Police Department. This approach will help ensure long-term funding and sustainability, allowing us to continue enhancing public safety efforts in the community.

- Is there any other information that you believe to be pertinent to your application, but is not covered by the questions above?
  - Leasing Flock Safety License Plate Readers (LPRs) offers several key benefits for police departments. By opting for a leasing model, departments can access cutting-edge technology without the high upfront costs associated with purchasing the equipment outright. This allows for budget flexibility and predictable annual expenses, as the leasing agreement typically includes maintenance, software updates, and customer support. Leasing also ensures that departments can easily upgrade to newer technology when available, ensuring they remain equipped with the latest tools to combat crime. Additionally, the leasing model makes it easier for law enforcement agencies to deploy the system quickly, without worrying about large capital expenditures, while still benefiting from the advanced capabilities of Flock's LPRs.
  - The Flock Safety License Plate Reader (LPR) cameras will be strategically placed at the edge of Power County and Bannock County, positioned to capture incoming traffic to Pocatello. These locations will provide optimal coverage of vehicles traveling toward the City of Pocatello, helping to enhance surveillance and crime detection. Both Sheriff Campbell of Power County and Sheriff Manu of Bannock County have been actively engaged in this initiative and are excited about the opportunity to partner with the Pocatello Police Department. Their support underscores the collaborative effort to strengthen regional law enforcement capabilities and improve public safety across the area.
  - License Plate Reader (LPR) cameras located approximately a half hour away from the City of Pocatello can be highly beneficial for several reasons. First, they provide early detection of vehicles entering or leaving a region, allowing law enforcement to track and identify potentially suspicious vehicles before they reach the urban areas where crimes may occur. This proactive approach helps prevent crime by giving police time to respond quickly. Additionally, LPRs placed

outside of town can assist in identifying vehicles involved in crimes, such as theft, drug trafficking, or fleeing suspects from other jurisdictions. The cameras can also be useful in capturing critical data during pursuits or investigations, helping to connect vehicles to ongoing cases. By covering the perimeter areas, these LPRs provide a valuable tool for law enforcement to monitor and protect the larger community and improve regional collaboration with neighboring agencies.

- Flock cameras are designed to be both eco-friendly and reliable, featuring solar power as their primary energy source. This means they harness sunlight to operate, reducing the need for traditional electrical connections and minimizing their environmental impact. In addition to solar power, Flock cameras are equipped with a battery backup system, ensuring continuous operation even during cloudy days or at night when solar energy generation is limited. The combination of solar power and battery backup ensures that the cameras remain functional in various conditions, providing uninterrupted monitoring and data collection. This dual power system makes Flock cameras a sustainable and dependable solution for security and surveillance needs.
- I will email the following documentation:
  - Installation locations including Latitude and longitude
  - Intergovernmental Agreement (HIDTA)
  - Flock Safety Overview
  - Flock Safety Official Quote
  - Pocatello Statistics
  - Copy of Application

- By cost category, please detail how your organization anticipates using PSN grant funding.
  - We plan to use the PSN grant funding to lease 2 License Plate Readers (LPRs) from Flock Safety. These LPRs will be strategically deployed in high-traffic areas to enhance our ability to monitor and track vehicles involved in criminal activity, particularly related to drug and gun violence. The funding will cover the cost of the LPR units, as well as the installation and initial maintenance for the first year. This technology will be a valuable tool for improving public safety, supporting investigations, and fostering collaboration with surrounding law enforcement agencies.
- Please provide a brief budget justification narrative by category for the expenses identified above:

Budget Justification Narrative:

The proposed budget for the Pocatello Police Department's License Plate Reader (LPR) program with Flock Safety has been structured to ensure both the effective implementation and sustainability of the technology. The total cost for this initiative includes installation, maintenance, and support, all of which are essential to ensuring the success of the project.

1. **Training Costs:** Training for officers on the use of the LPR technology will be provided at no additional cost. Flock Safety offers comprehensive training as part of the contract, ensuring that all personnel are proficient in the operational and procedural use of the system. This will allow officers to seamlessly integrate the technology into their daily duties without incurring extra expenses. This training will occur prior to the City of Pocatello being awarded.
2. **Equipment Installation and Support:** The budget allocates $1,500 for the installation costs associated with the LPRs. This amount covers the professional installation of the 2 units by Flock Safety, ensuring they are placed strategically and are fully operational. Additionally, ongoing maintenance and support are included in the overall contract price of $11,500, which covers software updates, technical troubleshooting, and customer support for the duration of the contract. This ensures that the LPR system remains functional and up-to-date without any additional costs during the initial contract period.
3. **Ongoing Costs for Future Years:** Should the project continue beyond the initial term, the annual cost for continued use of the LPR system would be $10,000 per year. This cost would cover continued maintenance, software updates, and support, ensuring that the Pocatello Police Department can continue to utilize the technology effectively without significant budget increases.

   In summary, the proposed budget accounts for all necessary elements to successfully implement the LPR system, including installation, training, and ongoing support, with no additional costs for training and a clear, predictable cost structure for future years of service.

PPD Narcs Totals	Cocaine (gr)	Fentanyl Pills (gr)	Fentanyl Powder (gr)	Guns	Heroin (gr)	Marijuana (gr)	Methamphetamine (gr)	Money Seized	Vehicles Seized
2022	0	6,028.01	0.701	64	21.4	9066.17	2129.59	$75,175.00	1
2023	76	26,029.34	0	10	2.14	1140.93	5155.08	$3,1376.00	2
2024	12.4	29,250.34	0	15	502.9	239.42	800.77	$40,721.78	4
Grand Total	**88.4**	**61,307.69**	**0.701**	**89**	**526.44**	**10446.52**	**8085.44**	**$147,272.78**	**7**

From all Property Involvements:

By Year	DRUG	PARAPHERNALIA	FIREARM-ACCESSORY	FIREARMS (COMBINED)	TOTALS
2022	1104	951	201	300	2556
2023	1171	958	147	265	2541
2024	1019	825	177	321	2342
Grand Total	3294	2734	525	886	7439

Breakdown of Firearms for All Property Involvements:

FIREARMS	HANDGUN	RIFLE	SHOTGUN	FIREARM TOTALS
2022	208	74	18	300
2023	178	67	20	265
2024	197	91	33	321
Grand Total	583	232	71	886

Associated to Arrests:

Associated to Arrests	DRUG	PARAPHERNALIA	FIREARM-ACCESSORY	FIREARMS (COMBINED)	Grand Total
2022	761	614	58	129	1562
2023	783	660	44	93	1580
2024	549	439	33	59	1080
Grand Total	2093	1713	135	281	4222

Breakdown of Firearms Associated to Arrests

FIREARMS	HANDGUN	RIFLE	SHOTGUN	FIREARM TOTALS
2022	93	28	8	129
2023	67	14	12	93
2024	46	11	2	59
Grand Total	**206**	**53**	**22**	**281**

Flock Safety + ID - Pocatello PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
David Johnson
david.johnson@flocksafety.com
+12067157607

Created Date: 12/19/2024
Expiration Date: 01/11/2025
Quote Number: Q-116265
PO Number:

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Budgetary Quote

This document is for informational purposes only. Pricing is subject to change.

Bill To: 408 E Whitman Pocatello, Idaho 83201

Ship To: 408 E Whitman Pocatello, Idaho 83201

Billing Company Name: ID - Pocatello PD
Billing Contact Name:
Billing Email Address:
Billing Phone:

Subscription Term: 12 Months
Payment Terms: Net 30
Retention Period: 30 Days
Billing Frequency: Annual Plan - First Year Invoiced at Signing.

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$10,000.00**
Flock Safety LPR Products			
Solar Falcon ® LR	Included	2	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Solar Implementation Fee	$750.00	2	$1,500.00

Subtotal Year 1:	$11,500.00
Annual Recurring Subtotal:	$10,000.00
Estimated Tax:	$0.00
Contract Total:	$11,500.00

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This is not an invoice – this document is a non-binding proposal for informational purposes only. Pricing is subject to change.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$11,500.00
Annual Recurring after Year 1	$10,000.00
Contract Total	$11,500.00

*Tax not included

Product and Services Description

FlockOS Features	Description
Solar Falcon ® LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only. AC power is also available if needed.
Professional Services - Solar Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.

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Flock Safety Falcon® LR with Solar Power

Expand Coverage, Solve More Crimes

YOUR CHALLENGE

Law enforcement agencies often struggle to maintain sufficient monitoring on high-speed, multi-lane highways, especially in areas where traditional infrastructure is not feasible. This results in missed opportunities to gather evidence and solve crimes due to gaps in LPR coverage.

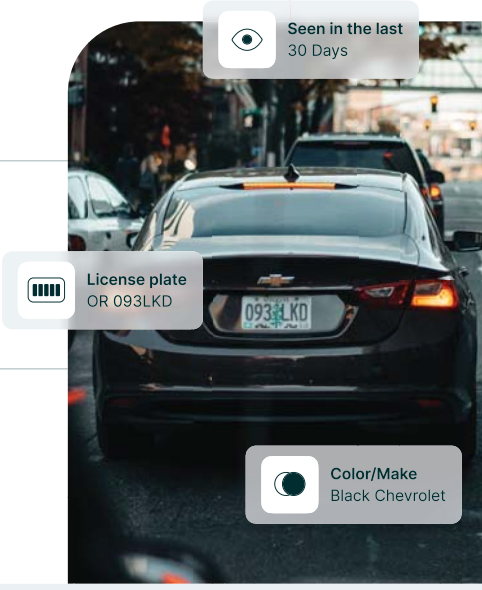
YOUR SOLUTION

The Flock Safety Falcon® LR with Solar Power is designed to bridge these gaps. This innovative LPR system operates with solar power and LTE connectivity, enabling deployment in locations previously unreachable with standard systems. By expanding your monitoring reach, the Falcon® LR helps capture more evidence and solve more crimes, all while utilizing fewer resources.

1. **INFRASTRUCTURE-FREE DEPLOYMENT**
   Installs easily in remote areas without existing power or network connections, dramatically reducing setup barriers.

2. **HIGH-SPEED, MULTI-LANE CAPABILITY**
   Accurately captures vehicle data at speeds up to 100 MPH, ensuring comprehensive coverage on busy highways.

3. **ADVANCED VEHICLE IDENTIFICATION**
   Uses Vehicle Fingerprint® technology for precise vehicle tracking, crucial for quick case resolutions.



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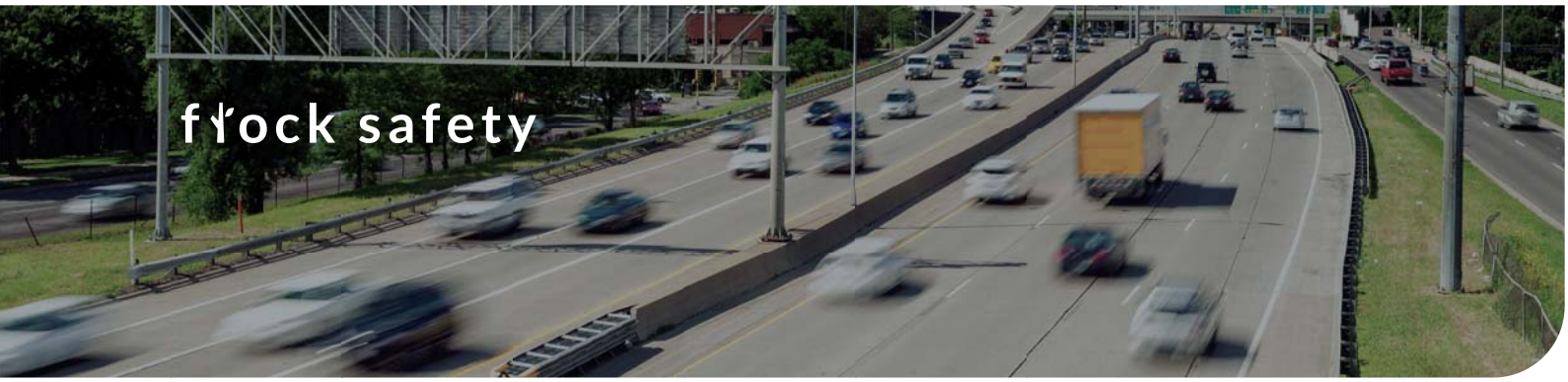
flocksafety.com
(866) 901-1781 | support@flocksafety.com



Key Features That **Maximize Your Evidence Collection**

BOOST YOUR CRIME-SOLVING CAPABILITIES

Deploy the Falcon® LR with Solar Power to not only fill critical gaps in your LPR coverage but also leverage advanced technology to solve more crimes efficiently and with fewer resources.

REAL-TIME, CROSS-JURISDICTIONAL ALERTS

Facilitates instant communication and data sharing across different agencies, enhancing collaborative efforts to solve crimes faster.

"There are multiple instances where a call goes out, and we can immediately access data -- like ALPR data and live video monitoring -- to provide real-time information to the officers who are responding and gauge whether they need additional support."

SGT TYSON CARROLL
Intelligence Unit Supervisor | Lexington PD

CONNECT WITH US

See what the Falcon® LR with Solar Power can do to enhance your law enforcement capabilities. Visit flocksafety.com or contact us at (866) 901-1781 | support@flocksafety.com.

INTERGOVERNMENTAL AGREEMENT

Bannock Area Drug Group Enforcement Squad
(BADGES)
Last updated: 12-18-17

PURPOSE

This Intergovernmental Agreement (hereinafter, referred to as "Agreement") is entered into between the undersigned agencies, to jointly administer the performance of functions and activities related to drug trafficking enforcement throughout Bannock County. This Agreement is not intended to create a separate unit of government but merely describes a joint and cooperative undertaking, and the relationship, respective rights, duties, and obligation of the contracting parties as authorized by Idaho law Idaho Code §§ 67-2326 and 67-2328.

PARTICIPATING ENTITIES

The parties to this Agreement are: The Bannock Sherriff's Office, Pocatello Police Department, Chubbuck Police Department, Idaho State Police, Drug Enforcement Administration, the Federal Bureau of Investigation, the Bannock County Prosecutors Office, and the United States Attorney's Office.

Each are individually referred to as a "Participating Entity" and collectively referred to as the "Participating Entities." Other entities may become a Participating Entity as provided herein.

The Participating Entities to this Agreement will describe themselves for administrative purposes as the Bannock Area Drug Group Enforcement Squad (BADGES).

Each of the undersigned Participating Entities, represent that their officers or agents, have authority to perform in accordance with agreed upon goals and objectives outlined herein.

MISSION

"The mission of the Bannock Area Drug Group Enforcement Squad (BADGES) is to reduce illegal drug trafficking in the Bannock County area by identifying, disrupting, or dismantling drug trafficking and money laundering organizations through cooperative efforts, enforcement, and intelligence sharing by local, state, and federal law enforcement agencies."

Formation of the task force will enhance the coordination of effort and resources among the participating agencies to enforce laws and protect citizens from illegal drug activity and related criminal acts; gather and disseminate drug trafficking related intelligence information; and engage in seizure and forfeiture of assets used in or derived from illegal drug activity as allowed by state and federal law.

NOW THEREFORE, the Participating Entities adopt and incorporate the above recitals and agree as follows:

SECTION 1 – POWERS AND AUTHORITY

While engaged with task force activities, all team members and those that assist team members are intended to retain all lawful powers and duties they have individually under their respective federal, state, or local positions.

Nothing in this Agreement is intended to make any Team Member or Participating Entity an agent or representative of any other Team Member or Participating Entity.

SECTION 2 – ORGANIZATION

As set forth more fully herein, administration of BADGES shall consist of the following components:

A. The BADGES Advisory Board (Board). Each Participating Entity shall have one representative on the Advisory Board. The Board shall convene at least quarterly for purposes including but not limited to: (i) planning Team activities; (ii) setting long- and short-term goals; (iii) considering expansion opportunities and need for additional resources; and (iv) evaluating Team strategies and success.
B. Team Commander. The Team Commander reports to the Advisory Board and is primarily responsible for administrative duties with respect to task force activities. The Team Commander is also primarily responsible for oversight of operations, planning, and execution of team plans.
C. Task Force Team Members. The Task Force Team consists of a member of the Bannock County Prosecutors Office, the United States Attorney's Office, and one representative of at least the rank of detective or its equivalent from the Bannock County Sheriff's Office, Pocatello Police Department, Chubbuck Police Department, Idaho State Police, the U.S. Drug Enforcement Administration, and the Federal Bureau of Investigation.

SECTION 3 - BADGES ADVISORY BOARD

3.1 Composition

A joint board with representation from each of the public agencies that are party to this agreement will administer the BADGES. The joint board will be known as the Advisory Board. The Advisory Board has voting authority to govern and regulate the BADGES.

The public agencies that are party to the agreement hereby appoint as members of the Advisory Board. All Chiefs of Police (or their designees) of each participating municipality; The Bannock County Sheriff (or their designee); the Director of the Idaho State Police (or their designee); the Bannock County Prosecutor (or their designee); the United States Attorney (or their designee); a designated representative from the Drug Enforcement Administration, and the Federal Bureau of Investigation.

In the absence of a Participating Entity Board Member, the Participating Entity may select a substitute, who shall be deemed as having the same powers and authorities for the assigned Board Member. Although it is recognized Board Members may have occasional conflicts requiring the selection of a substitute for a Board meeting, entities should strive to provide a consistent presence of one member to the Board.

Members of the Advisory Board serve at the pleasure of the governing body of the participating public agency that they represent. Designees may be removed at will by the appointing public agency and replacements thereto shall be communicated to the Advisory Board.

In addition to the regular quarterly meetings, the Board may convene a Board meeting as it sees fit in Board's discretion.

3.2 Duties

The Board shall be responsible for making recommendations to the Team Commander concerning overall operations including but not limited to the following:

a. Review BADGES general activities.
b. Establish a Memorandum of Understanding governing the operation and working details of the BADGES.
c. Appoint a Task Force Unit Commander to supervise the daily operations of the Task Force.
d. Approve Task Force policies and procedures recommended by the Unit Commander.
e. Request financial audits as deemed necessary.
f. Conduct program evaluation as needed.
g. Seek federal and state grant money, as may be appropriate and available.
h. Review and approve appointment of supervisors and staff as needed.
i. Review and approve budgeting, procurement, audit, and operating policies as needed.
j. Long and short term goals;
k. Expansion opportunities and need for additional resources;
l. Recommend appropriate training; and
m. Evaluation of team strategies and success

3.3 Voting

Each participating Entity shall have one vote in any matter before the board.

All matters before the Board that require a vote shall be decided by majority vote, with the exception of adding an additional participating entity to the Agreement. A decision to add an additional entity to the Agreement requires a unanimous vote.

Without prior approval of the Board, no Participating Entity or Board member shall represent themselves as speaking for, or acting on behalf of the Board for any purpose including but not limited to expending BADGES funds, or seeking to obtain or obtaining grants or funding.

3.4 Regular Meetings

The Board shall meet on a regular basis at least quarterly, and otherwise as determined by the Team Commander in consultation with the Board. Each calendar year, the assignment to conduct Board meetings will be reassigned to a different Board Member. The Board Member conducting meetings will ensure that agendas are sent out in advance of board meetings and proper minutes of the board meeting are created and properly archived.

SECTION 4 – Team Commander

The Team Commander shall be selected and assigned to serve by a majority decision of the Board.

The Team Commander oversees all BADGES team duties, responsibilities, and activities.

The Team Commander shall report quarterly to the Board. Regular quarterly reports shall contain summaries of plans, operations, objectives, funding, and forfeiture recovery and distribution.

The Team Commander shall be staffed by an employee from a Participating Entity and have the minimum rank of lieutenant.

The Team Commander will be the chief administrator of the BADGES with duties that include but are not limited to the following:

a. Funding acquisition, retention, and expenditure;
b. Procurement of personal services, goods, and equipment;
c. Assignment of TEAM members to tasks and operations;
d. Support and oversee TEAM activities including but not limited to:
    - Criminal investigations;
    - Street crime suppression operations;
    - Surveillance;
    - Arrests;
    - Making case referrals to the District Attorney and US Attorney for prosecution of individuals and organizations involved in illegal drug trade; and
    - Seizure and forfeiture of property used or derived from criminal activity;
e. Development of enforcement recommendation for BADGES operations;
f. Evaluation of team activities and personnel;
g. Recommending long range planning and budgeting and reporting;
h. Administering BADGES operating accounts and appropriate funds necessary to meet operations;
i. Administration of Grant applications and other revenue resources;
j. Act as a liaison with Participating Entities;
k. Assigning BADGES member personnel to investigations;
l. Scheduling and supervision of BADGES member personnel;
m. Managing evidence, however, depending on the situation of the participating agency, the participating agency may follow their evidence procedures;

n. Providing staff reports regarding BADGES activities to the Board during Board meetings or as directed by the Board;
o. Expending BADGES operation funds for normal operations pursuant to BADGES policy.
p. Ensuring team members act in a safe and tactically sound manner;
q. Ensure case, subject, and event deconfliction through the Idaho Criminal Intelligence Center or RMIN, to include, but not limited to: entries, inquiries, and responses.
r. Oversee HIDTA funded training.
s. Collect approved agency reports.

The Team Commander shall not participate as a member of the Board.

The participating agencies shall provide an employee of the rank of Sergeant or higher to serve as a Backup Team Commander. The Backup Team Commander will have all the same authority and duties as the Team Commander. The Backup Team Commander will assist the Team Commander with the Team Commander's duties on an as needed basis.

SECTION 5 - BADGES TEAM MEMBERS

No employees will be formally transferred pursuant to this Agreement. The Participating Entities remain the subject employers. This includes any other provision of state or federal law.

BADGES members (Team Members) shall work cooperatively as a team in the area of narcotics enforcement and intelligence gathering.

Team Members shall be selected and assigned to BADGES by each Participating Entity after consultation with the Team Commander, and BADGES Advisory Board.

Team Member contribution from any Participating Entity may increase or decrease in number depending on the decision of the Board based on information received from the Team Commander.

Upon adoption by authorized signature, and subject to the provisions herein, each Participating Entity shall provide Team Members.

BADGES members working cases will ensure case, subject, and event deconfliction through the Idaho Criminal Intelligence Center or RMIN, to include, but not limited to: entries, inquiries, and responses.

5.1 Workers Compensation and Other Insurance

For all other purposes, including, but not limited to, Workers Compensation, employee benefits and insurances, and collective bargaining matters (including discipline and discharge) personnel assigned to BADGES shall continue as employees of their Participating Entities, which shall be solely responsible for those employees. Each Participating Entity shall be responsible for all costs associated with such personnel including, liability insurance, salary compensation, overtime, and equipment (vehicle, cell phone, computer and uniforms) of its BADGES member.

5.2 Team Member Time Allocated to BADGES

It is expected that a Team Member assigned to BADGES is assigned in a part-time capacity, unless otherwise agreed to by the Board. Length of assignment and number of hours/days of BADGES members shall be determined by the Participating Entity in consultation with the Board and the Team Commander.

5.3 Overtime and Time Off

When a Team Member seeks overtime and time-off from its respective Participating Entity, such overtime and time off requests made during BADGES assignment shall be administratively reviewed by the Team Commander. All HIDTA overtime must be pre-approved by the Team Commander. Time off will need to be granted by the Team Member's respective agency and then reviewed by the Team Commander.

5.4 Conflicts with Team Members

Any conflicts that are deemed by the Team Commander to be detrimental to the overall operation of the team that are not resolved through normal supervision, will be addressed and resolved through consultation with the team member's Participating Entity and the Team Commander. If resolution is not achieved, the conflict will be brought before the Board for recommendations to the Board. Ultimately, the Board has final decision making authority on composition of Team membership.

The BADGES shall have no authority to discipline an officer, except that the Team Commander may suspend an officer from the Task Force and make recommendation regarding removal of such officer to the Board. When an officer is removed, the public agency contributing such officer shall contribute another officer to the Task Force within 15 days.

5.5 Conflicting Policies

If there are conflicting policies and procedures (including but not limited to bargaining agreements, personnel regulations, or other administrative regulations) between BADGES and a Participating Entity, members shall comply with their own Participating Entity; and as soon as practical, notify the Team Commander of the differences. The policies and procedures of the Participating Entity take precedence over the BADGES MOU.

SECTION 6 – EFFECTIVE DATE

This agreement shall be effective as to each Participating Entity immediately upon execution and authorization by the governing body of that Participating Entity.

SECTION 7 – DURATION, WITHDRAWAL AND TERMINATION

7.1 Duration

The term or duration of this Agreement is perpetual; however, this Agreement shall be reviewed by the participating members and the Board, or their legal representatives, for legal sufficiency once every five (5) years, beginning from the date the Agreement is executed.

7.2 Withdrawal

Any Participating Entity may withdraw from the BADGES upon providing not less than 90 days written notice to the Board. In the event of such withdrawal, the Agreement shall remain in full force and effect as to all remaining Participating Entities.

7.3 Temporary Staffing Recall

Participation Entities may temporarily remove their designated team member, which will not constitute withdrawal.

Within one week of the temporary removal or reassignment, the Participating Entity will notify the BADGES Team Commander in writing and estimate the length of time the Participating Entity will not have a member assigned to the BADGES. The Team Commander will report this information to the Board.

If, on the 90th day following the written notification the Participating Entity has not replaced their member in the BADGES, the Participating Entity will be deemed to have withdrawn from the BADGES. The Board has the authority to grant an extension beyond 90 days upon written request by the Participating Entity.

If written notification is not provided to a majority of the Board members by the Participating Entity and the entity has not replaced their member within a 90-day period, the entity will be deemed to have withdrawn from the BADGES.

7.4 Termination

If the Team Commander or Board deems a Participating Entity to be detrimental to the overall success of BADGES, termination of the Participating Entity may occur at the discretion of the Board. All reasonable attempts at conciliation will be made.

The Board shall notify the involved agency in writing the date of the termination and conditions of division of asset forfeiture, if applicable.

SECTION 8 – INTEROPERABILITY, DATA SHARING, & MEDIA RELEASES

All Participating Entities may have interoperable communications devices.

Signatory Jurisdictions will share information to carry out the Mission.

Media matters involving federal investigations will be handled by the lead federal investigative agency in coordination with the Team Commander and the United States Attorney's Office Public Information Officer.

All media releases will be coordinated by the Team Commander with the prosecutor's office.

SECTION 9 - FISCAL RESPONSIBILITIES

The apportionment among the parties to the Agreement of the responsibility for providing funds to pay for expenses incurred in the performance of the functions or activities will be as set forth herein:

Administrative Functions

Fiscal Agent: The Team Commander's employing agency will act as fiscal agent for the BADGES and shall account for funds including but not limited to the following: operating expenditures; seizures; state civil forfeitures; state criminal forfeitures; and federal forfeitures.

All financial record keeping will make reference to the BADGES on all transactions.

Financial reports will be completed on a quarterly basis along with any financial reports required for grants. The Team Commander will provide additional financial reports to the Board upon reasonable request.

BADGES will apply for, receive and facilitate grants from state and federal agencies to include: High-Intensity Drug Traffic Area (HIDTA), and other grants as appropriate consistent with the BADGES mission.

SECTION 10 – ACCOUNTING AND APPORTIONING REVENUE AND PROPERTY

The Participating Entities shall account for and apportion fees or other revenue, including but not limited to forfeiture proceeds, derived from the functions or activities, and transfer possession of or title to real or personal property as set forth herein.

10.1 Team Member Funding

Team Members shall be funded by each Participating Entity as set forth below:

All team members provided to the BADGES by a Participating Member remains an employee of his or her originating Participating Entity. Each Participating Entity shall be solely responsible for their respective team members' compensation, including but not limited to: wages, salaries, benefits,

overtime and insurance. Each agency shall absorb overtime costs for personnel contributing to BADGES, pursuant to their respective agency policies.

Overhead and Office Space

The Idaho State Police, District 5 will provide space at their headquarters for the BADGES Team operations.

10.2 Equipment

Each Participating Entity shall provide all equipment used by its own team member. This equipment shall include but not be limited to: vehicle, cell phone, computer, and uniforms. Additional equipment for BADGES operations may be purchased with BADGES funds in accordance with Board approved revenue and property acquisition policies. Unless otherwise specified by the Board, the Team Commander's employing agency's polices will be used for ordering and acquiring goods and services necessary for the BADGES's functions. Nothing in this Agreement binds or requires any participating public agency to any level of financial contribution during any future fiscal year for which such governing body may consider participation.

10.2.1 HIDTA Purchased Equipment

Participating agencies that are reimbursed with HIDTA grant funds awarded to BADGES for the purchase of equipment shall retain ownership and responsibility - to include inventory, maintenance, upkeep and disposition - of the equipment so long as they remain a party to this agreement.

Upon withdrawal or termination of this agreement by the purchasing agency and with the consent of the HIDTA Director HIDTA purchased equipment will be transferred to another participating agency who will inherit ownership and responsibility for the equipment.

10.3 Forfeiture

For purposes of this Agreement property seized includes money and the proceeds of the sale of tangible property, including real property.

10.4 Designation of Forfeiture Counsel

The civil and criminal forfeiture counsel for the BADGES shall be either the Bannock County Prosecutors Office or the United States Attorney for Idaho. The Prosecuting Attorney may delegate one or more deputy attorneys to act in that capacity. The United State Attorney may likewise delegate one or more assistant United States attorneys to act in that capacity. The decision to pursue forfeiture in either the state or federal system will initially be made by the BADGES commander and must be approved by the Bannock Prosecuting Attorney for state forfeitures, by the United States Attorney for federal forfeitures, or by their designees. An interagency forfeiture agreement, separate and distinct from this agreement, must be entered into between the Prosecuting Attorney's office and the Team Commander's employing agency before any State forfeiture actions occur.

10.5 Designation of Forfeiture Entity for Forfeitures Initiated in Federal Court

The designated lead federal agency shall be responsible for the adoption and processing of assets seized for federal criminal and civil forfeiture in conjunction with the BADGES operations. The designated federal agency will process assets seized for forfeiture that meet or exceed the minimum threshold values established by the federal agency and the United States Attorney's office for the District of Idaho. Such asset forfeiture shall be conducted in accordance with the rules and regulations set forth by the United States Department of Justice (DOJ)'s Guide to Equitable Sharing for State and Local Law Enforcement Agencies.

10.6 Distribution of State Forfeiture Proceeds

Each agency will file forfeiture on any assets seized during a state case initiated by that agency according to Federal law, Idaho law and the agency's policy. Distribution of asset seizures of $50,000 in aggregate value or more per investigation will be decided by the board.

All Task Force forfeiture funds shall be separately accounted for.

SECTION 11 – VEHICLE USE

BADGES participating agencies shall provide a vehicle, primary automobile liability, and physical damage (collision and comprehensive) coverage all of their employees and agents while operating another participating member's vehicle. The participating member whose employee or agent operates another participating member's vehicle shall assume total responsible and liability for the vehicle and its use both during the use of the vehicle and while the vehicle is in their care, custody or control.

SECTION 12 – DISSOLUTION

BADGES may be dissolved upon mutual written agreement of all remaining Participating Entities.

If the composition of BADGES drops below two entities that provide sworn officers, BADGES will then be considered dissolved.

If the status of participation in BADGES is likely to change for an existing agency, (ex. possible passage of an upcoming funding mechanism) they may request a six-month withdrawal from BADGES that will not cause BADGES to dissolve. The Board may approve six-month hiatus. If, at the end of the six months, the agency is not able to participate in BADGES, then the dissolution of BADGES shall occur.

SECTION 13 – DIVISION OF NON-FUND ASSETS UPON TERMINATION OR DISSOLUTION

13.1 Individual Entity Termination

Participating Entities who withdraw or otherwise terminate their participation in this Agreement waive all rights to BADGES assets.

Nevertheless, the Team Commander, after consultation with the Board, has the authority in his complete discretion, to share assets with the entity terminating their participation. In making his decision, the Team Commander shall consider the operational needs of BADGES or the remaining BADGES Team, as the case may be.

An entity may re-affiliate with BADGES only in the same fashion as a new Participating Entity. Should an entity be granted the authority to return as a Participating Entity, that entity has only those asset forfeiture rights that would be assigned to a new Participating Entity, unless otherwise provided by the Team Commander, after a majority vote of the Board.

13.2 Dissolution of BADGES

Upon dissolution of BADGES, with the exception of HIDTA purchase equipment as specified in this section, possession of any shared or loaned equipment shall be immediately returned to the Participating Entity providing it.

Upon dissolution of BADGES, equipment purchased with HIDTA funds will be delivered to the HIDTA Director for disposition amongst HIDTA participating agencies.

Assets acquired with BADGES funds will be equitably distributed as agreed upon between the Team Commander and the Board.

SECTION 14 – DISTRIBUTION OF FUNDS UPON DISSOLUTION.

In the event BADGES is dissolved, assets derived from forfeiture shall be distributed to Participating Entities in accordance with this Agreement and Idaho law. If the Participating Entities cannot agree on distribution, the circuit court of the State of Idaho for Bannock County has jurisdiction to determine that transfer or division.

SECTION 15 – SEVERABILITY

If any term of provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms or provisions shall not be affected, and the rights and obligations of the Participating Entities shall be construed and enforced as if the Agreement did not contain the particular term or provisions held to be invalid.

SECTION 16 – INTERPRETATION

The terms and conditions of this Agreement shall be construed in accordance with the general purposes of this Agreement according to applicable state and federal laws.

SECTION 17 – AMENDMENT

The terms of this Agreement may be amended in writing in the same manner as its adoption by majority vote of the Participating Entities. Any amendment shall be in writing and shall refer specifically to this

agreement and shall be effective as to each Participating entity upon execution and authorization by the Participating Entity.

SECTION 18 – NOTICE

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by email, personal delivery, facsimile, or mailing the same, postage prepaid. Any communication or notice so addressed and mailed shall be deemed received five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed received on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours, or on the next business day, if transmission was outside normal business hours of the recipient. Any communication or notice given by personal delivery shall be deemed received when actually delivered. Any communication or notice given by email shall be deemed received upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system.

SECTION 19 – RESPECTIVE LIABILITY

19.1 Indemnification

The parties shall be responsible only for the acts, omissions or negligence of its own officer, employees or agents as provided by the Idaho Tort Claims Act, Idaho Code §§6-901 through 6-929. Each party will defend against any claims that arise solely from wrongful acts, omissions or negligence of their employees or officials, agents and volunteers in the course of performance of this MOU, but do not assume responsibility for the acts, omissions or negligence of the other parties, their employees or officials, agents and volunteers. Each party shall promptly notify the other of any claim arising under this MOU and shall cooperate fully with the defending party or its representatives in the defense of such claim.

SIGNATURES

By their signatures below, the Participating Entities to this Agreement consent to the terms, conditions, and content expressed herein and have executed this Agreement by their authorized representatives:

Bannock County Sheriff's Office	Title	Date
Bannock County Prosecutors Office	Title	Date
United States Attorney's Office	Title	Date

City of Pocatello	Title	Date
City of Chubbuck	Title	Date
Idaho State Police	Title	Date
Drug Enforcement Administration	Title	Date
Federal Bureau of Investigation	Title	Date

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ID – Pocatello PD (LR Falcons)

FLOCK SAFETY EQUIPMENT INSTALLATION

2024

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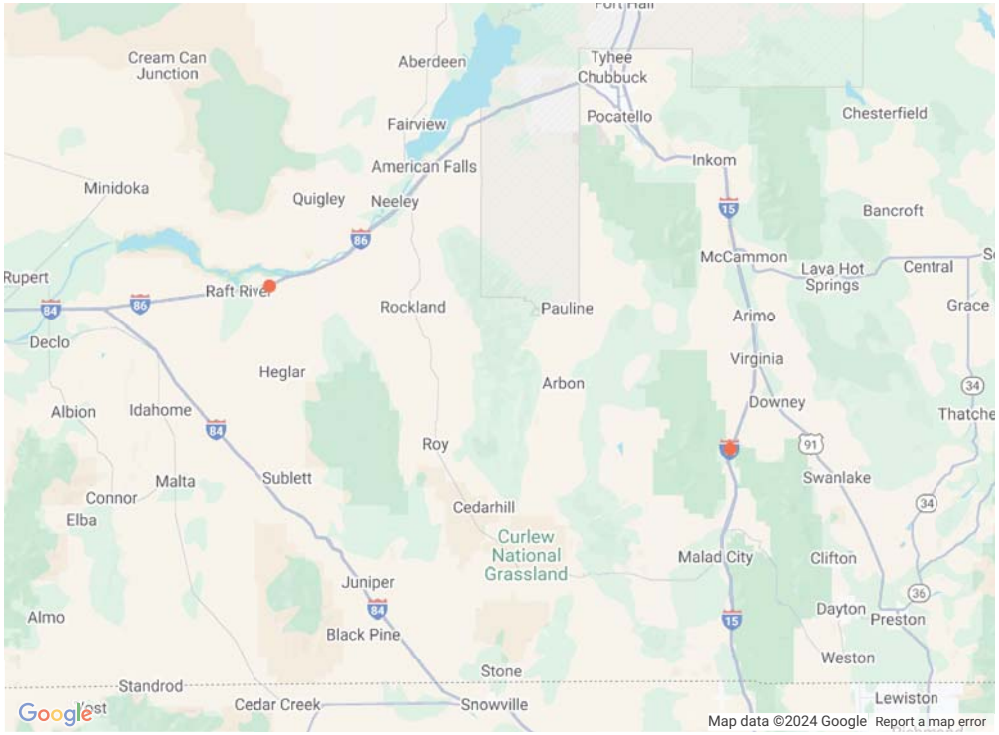
2	Camera Location Information
3–4	Site Plans



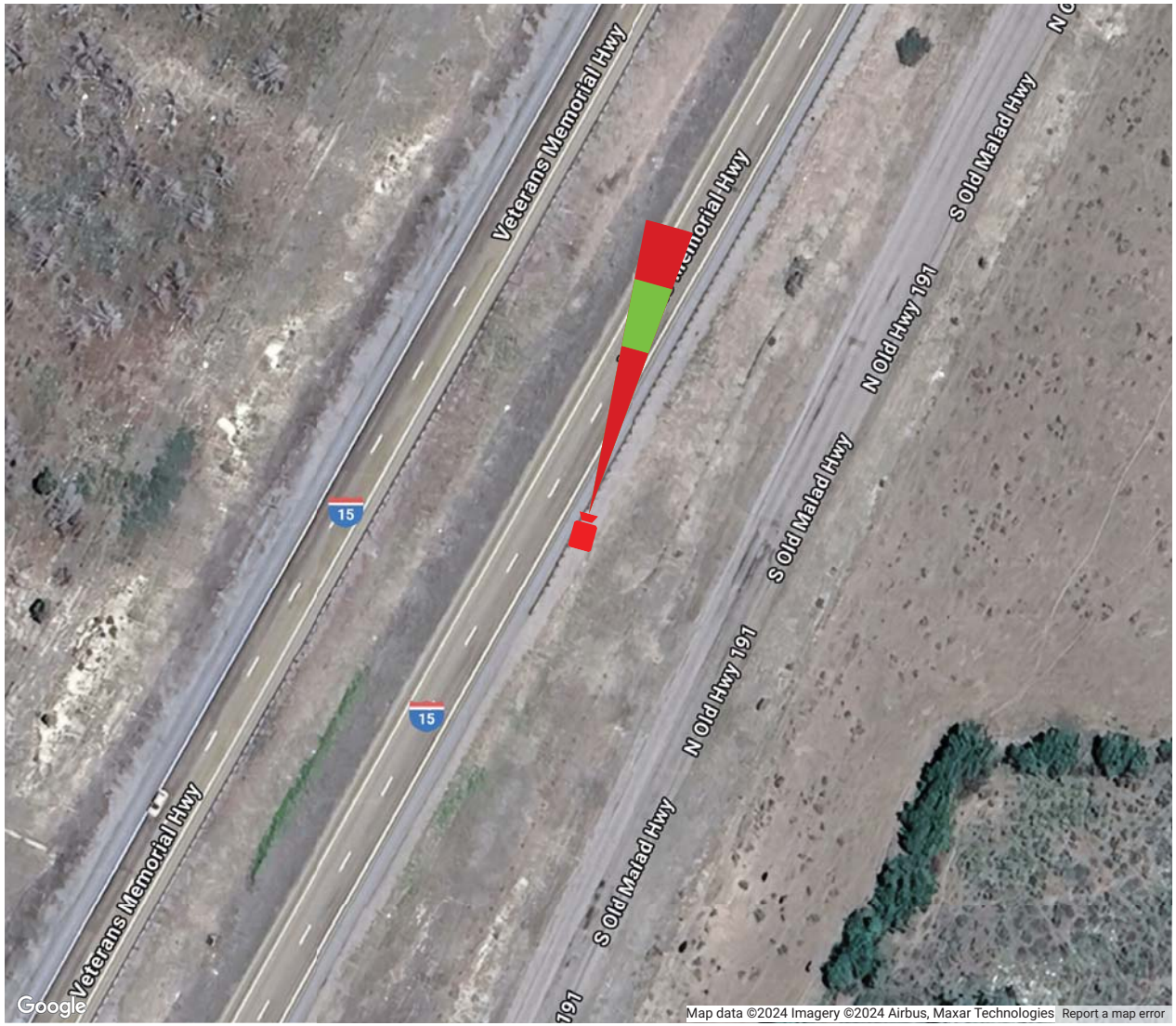
Know what's below. Call before you dig.

Camera Locations

No.	Name	Address	Direction	Lat	Lng	Pole Type	Distance from Roadway (ft)
1	LR#007 I-15N @ South Bannock County Line	I-15 N, Downey, ID 83234, United States	Northbound	42.35663329855808	-112.22063070780266	Flock Pole – 12 ft	0
2	LR#008 I-86E @ Power County Line	I-86 E, American Falls, ID 83211, United States	Northbound	42.60504707628002	-113.17242812668793	Flock Pole – 12 ft	0

Property	Value
Camera Number	1
Name	LR#007 I-15N @ South Bannock County Line
Address	I-15 N, Downey, ID 83234, United States
Direction	Northbound
Lat	42.35663329855808
Lng	-112.22063070780266
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	0
Speed Limit	

Position



Location Notes: None

Property	Value
Camera Number	2
Name	LR#008 I-86E @ Power County Line
Address	I-86 E, American Falls, ID 83211, United States
Direction	Northbound
Lat	42.60504707628002
Lng	-113.17242812668793
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	0
Speed Limit	

Position

Location Notes: None

POST OFFICE BOX 4666
Pocatello, Idaho 83205-4666

TELEPHONE
236-7111

Tony T. Manu
Sheriff

Alex Hamilton
Chief Deputy

April 24th, 2025

Attn: Pocatello Mayor and City Council
911 N. 7th Ave.
Pocatello, ID 83201

Mayor and City Council Members,

The Bannock County Sheriff's Office is writing this letter this letter to inform you of our support of the Pocatello Police Department in their efforts to receive funding from Project Safe Neighborhood and to use the funding in the purchasing of two license plate readers to be placed in Bannock and Power County. The Sheriff's Office supports Project Safe Neighborhood's goals of reducing gun and drug-related violence, improving coordination among law enforcement agencies and assisting in the reintegration of individuals at high risk of reoffending.

The Bannock County Sheriff's Office believes the use of license plate readers in Bannock County, Power County and the city of Pocatello will assist the law enforcement community in Southeast Idaho in identifying and tracking vehicles and criminals who are involved in criminal activity. The Sheriff's Office also believes that license plate readers will significantly enhance law enforcement in Southeast Idaho to respond proactively to violent crime and to deter violent crime before it happens.

The Bannock County Sheriff's Office is currently requesting license plate readers in their 2026, fiscal year budget and feels that license plate readers will be a necessary tool for law enforcement in the future. The Sheriff's Office future plans are to purchase license plate readers through the Flock Safety which will integrate with the license plate readers the City of Pocatello has already purchased and will also integrate with the license plate readers the City of Pocatello is attending to purchase with the Project Safe Neighborhood grant. If you have any questions about out thoughts and future plans with license plate readers, please contact us.

Thank You,

Sheriff Tony T. Manu

Chief Deputy Alex Hamilton

Bannock County Sheriff's Office
5800 S. 5th Ave.
Pocatello, Idaho 83204
(208) 236-7124
tonym@bannockcounty.gov
alexh@bannockcounty.gov

"Working to make a difference. "

Office Of The
Power County Sheriff
JOSHUA CAMPBELL
SHERIFF

SECURITY BUILDING
AMERICAN FALLS, IDAHO 83211
PHONE (208) 226-2311

April 30, 2025

Attn: Pocatello Mayor and City Council
911 N. 7th Ave
Pocatello, ID 83201

Mayor and City Council Members,

The Power County Sheriff's Office is writing this letter to inform you of our support of the Pocatello Police Department in the effort to obtain and receive funding from Project Safe Neighborhood in purchasing two license plate readers to be placed in Power and Bannock Counties. On a national and local level, crimes related to gun and drug-related violence have increased. Thus, the Sheriff's Office supports Project Safe Neighborhood's goals of reducing said crimes.

The Power County Sheriff's Office works well with Pocatello Police, Bannock County Sheriff's Office and surrounding agencies and feel that by placing license plate readers in Power County and Bannock County it will directly impact this goal. By placing the license plate readers, it will greatly impact Southeast Idaho law enforcement agencies ability to identify and track vehicles and criminals who are engaged in criminal activity. The placement of the readers will enable law enforcement in Southeast Idaho to PROACTIVELY respond to violent crimes and to deter future crimes before it happens.

Sincerely,

Sheriff Joshua R. Campbell

Power County Sheriff's Office
550 Gifford Avenue
American Falls, ID 83211
(208) 226-2311
jcampbell@co.power.id.us
kkendall@co.power.id.us

Agenda Item #9

POCATELLO CITY COUNCIL
MEETING HELD THURSDAY MAY 15, 2025
EXECUTIVE SUMMARY

REQUEST:
The request is for Final plat approval of a subdivision to be known as Hospital View Division 1. The proposal calls for the platting of 3.56 acres (more or less) of the 13.13-acre parent parcel (RPRPCPP086110) into four (4) commercial lots and two (2) common lots. This portion of the 13.13-acres is zoned Residential-Commercial-Professional (RCP). Municipal Code does not require that a minimum lot size be maintained. Land uses are outlined under Municipal Code Section 17.03.500 (Use Table). The application was submitted by Bryce Marsh on behalf of property owner JG Ventures LLC.

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 February 14, 2024 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code. See attached Planning & Zoning Commission Findings of Fact with conditions attached.

STAFF RECOMMENDATION:
Staff recommends approval of the final plat with adoption of the Planning & Zoning Commissions Findings of Fact including conditions and including the Public Works Memorandum dated May 6, 2025.

ATTACHMENTS:
a. Planning & Zoning Commission Findings of Fact
b. Public Works Memorandum dated May 6, 2025
c. Response for Intermountain Gas
d. Final Plat – Hospital View Division 1
e. Planning & Zoning Commission Staff Report Packet

ATTACHMENT A

PLANNING & ZONING COMMISSION FINDINGS OF FACT HOSPITAL VIEW PRELIMINARY PLAT

FEBRUARY 15, 2024

Instrument # 22401424
Bannock County, Pocatello, Idaho
02/15/2024 01:05:26 PM No. of Pages: 16
Recorded for: BANNOCK COUNTY PLANNING & DEVELOPMENT SERVICES
Jason C. Dixon Fee: $0.00
Deputy: jmcdonald

PLANNING & ZONING COMMISSION
FINDING OF FACT AND DECISION
FEBRUARY 14, MEETING

SUBDIVISION:	Hospital View Subdivision	**FILE:** 23-2982
APPLICANT/OWNER:	JG Ventures LLC	
SURVEYOR/ENGINEER:	Bryce Marsh of Horrocks Engineering	
REQUEST:	Preliminary Plat Subdivision Application	
LOCATION:	Generally located east of the Portneuf Medical Center	
LOTS/UNITS:	21 lots	

I. REQUEST: The request is for preliminary plat approval of a subdivision to be known as Hospital View Subdivision. The proposal calls for the platting of 13.12 acres (more or less) into twenty-one (21) lots of which Lots 1 and 14 Block 1 are proposed to remain undisturbed. The subject property is zoned Residential-Commercial- Professional (RCP).

II. PUBLIC HEARING: A public hearing was held before the Planning & Zoning Commission on the evening of February 14, 2024. The Chair opened the public hearing. The applicant's representative provided a brief background regarding the proposed subdivision layout; slope analysis; location of driveway approaches and Traffic Impact Analysis (TIF). Matthew Lewis, Senior Planner, provided a synopsis of the staff report noting that two (2) written comments were received of which the Commission had in hand. Bryce Marsh answered questions from the Commission as did Merril Quayle, Project Engineer, with the City. The Chair asked for public comment which in included one individual providing testimony in opposition. Following questions and answers the Chair closed the public hearing.

III. COMPREHENSIVE PLAN 2040: The Comprehensive Plan designates the subject parcels as Mixed Use (MU) on the Comprehensive Plan Map. The subject parcel is zoned Residential-Commercial-Professional.

IV. NOTIFICATION (16.20.040.D): All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the application. Notice was also published in the Idaho State Journal on January 30, 2024, and three (3) signs were posted on the subject property on January 29, 2024. All notices herein described have been provided at least fifteen (15) days prior to the public hearing.

V. Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
			16.20.050 A	**The subdivision proposal complies with applicable provisions of this title.**
☒	☐	☐	**FINDING**	The Commission finds that the proposal is compliant with all applicable standards of Title 16, provided that all conditions and corrections are met.
REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	

Yes	No	N/A	Code Section	Analysis
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			FINDING	Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion is for Criteria 16.20.050 A-H and the Public Works Memorandum (Attachment A)
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			FINDING	**DENSITY & LOT DESIGN:** The land area within the subject subdivision is zoned Residential-Commercial-Professional (RCP). The Commission members considered a request for a contract zoning map amendment requesting to rezone 8.75-acres (+/-) from Residential-Low (RL) density to RCP in October 2022. Staff noted that following a public hearing on November 3, 2022, the Pocatello City Council approved the application of which 3.8-acres (+/-) of the 8.75-acres (+/-) was rezoned to RCP and also subject to a Contract Zoning Agreement (Attachment B). Any development within the 3.8-acres will be subject to all conditions as provided in the agreement including but not limited to placement an increased transitional landscape buffer; reduction of density and height limitations. Municipal Code 17.03.600: Dimensional Standards does not require a minimum lot size to be maintained for professional office or commercial land uses. Residential uses in the RCP zoning district shall meet bulk and placement standards of the Residential High (RH) zoning district. **SLOPE STANDARDS:** As portions of the proposed subdivision have slopes exceeding 15%, a slope analysis has been included in the application packet for review (Attachment D). The "Slopes Table" reflects the total site without taking into account previous site disturbance. The second table includes areas that have been disturbed utilizing historical imagery from 1956, 1969, 1992, 1993, and 2023 (see Attachment D). Based on the latter, of the 13.12 acres, evidence shows that 5.97 acres (more or less) has been previously disturbed. Based on the analysis this results in a minimum of 1.37 acres (more or less) shall remain undisturbed based on Table 17.05.140 "Density & Disturbance Standards". The applicant proposes that Lots 1 & 14 will remain ungraded covering 1.591 acres (more or less). Based on Staff's analysis the Commission finds such to be accurate. The Commission is recommending that an "R" restriction be placed on Lots 1 & 14 as part of the final plat with a note stating that said lots are to remain in their natural state/ungraded (refer to condition #3). All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as required by the City Building Official.
			16.20.050 D.	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**

☒	☐	☐	**FINDING**	**R.O.W. IMPROVEMENTS:** The Commission finds that the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent in grade shall be adhered to. Curb, gutter and sidewalk will be required prior to recording of the final plat. **WATER, SEWER, & STORMWATER:** Water and sewer are available to extend to the proposed subdivision and shall be subject to all applicable Municipal Standards prior to acceptance of the final plat. Water and sewer connections shall be extended to each lot. All development must comply with City Erosion and Sediment Control and Stormwater management requirements. See the attached Public Works Memorandum (Attachment A) for additional comments/conditions pertaining to water, sewer and stormwater requirements. **UTILITY PROVIDER & CITY DEPARTMENT NOTICE:** Pursuant to Municipal Code 16.20.040F, the Commission finds that utility providers and affected City departments were provided notice on January 11, 2024. According to staff, no comments have been received from the Utility providers receiving notice. Staff provided two (2) written testimonies via email prior the public hearing. No other comments were received. The applicant is responsible for contacting all private utility companies for extension of services such as power, natural gas, and internet services. City Department comments/conditions are summarized in Attachment A. **PRIVATE COVENANTS, RESTRICTIONS & CONDITIONS:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			FINDING	Municipal Code subsection 16.20.030V states that a Traffic Impact Study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). The applicant has provided a Traffic Impact Study which may be found with Attachment B – application. The recommendations of the 585-page study are synopsized on pages 5-6. City staff comments are attached or synopsized in Attachment A. A copy of the Traffic Impact Study (TIS) was forwarded to Mori Byington, representing Bannock Transportation Planning Organization, for review and comment. Mike Neville, Street Manager with the Street Department analyzed the (TIS) and provided comment. Said conditions/recommendations are provided within the Public Works Memorandum (Attachment A).
			16.20.050 F.	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**

☒	☐	☐	**FINDING**	the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent shall be adhered to. Curb, gutter and sidewalk will be required along the extent of Hospital Way (1,375 linear feet more or less) prior to recording of the final plat.
REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			FINDING	The Commission finds that the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent shall be adhered to. Curb, gutter and sidewalk will be required along the extent of Hospital Way (1,375 linear feet more or less) prior to recording of the final plat.
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			FINDING	Utilities were notified via email of the pending application on January 11, 2024. The only comments received as of completion of the Staff report were from Mori Byington, Director, Bannock Transportation Planning Organization and Mike Neville, Street Manager. Both reviews were in response to the Traffic Impact Study (TIS). All City utilities are either adjacent to or can be extended to the subject property. Any future development will have primary access from Hospital Way with no traffic impact occurring to the Sagewood Hills subdivision to the east.

DECISION & CONDITIONS:

Following review of the application and public hearing the Planning & Zoning Commission Findings and Decision that the preliminary plat application from JG Ventures LLC., for the Hospital View subdivision, finding the application does meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the conditions, with the following conditions attached:

1. All comments contained in the Public Works Memorandum, February 6, 2024, shall be adhered to (See Attachment A) which includes recommendations/conditions regarding the Traffic Impact Study;
2. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording;
3. An "R" Restriction shall be placed on Lots 1 & 14 with a note stating that said lots are to remain undisturbed.
4. An "R" restrictions shall be placed on Lots 1-10 as well as Lots 12 & 13 with a note prohibiting individual ingress/egress to each lot via Hospital Way;

5. The Contract Zoning Agreement by and between the City of Pocatello and JG Ventures recorded under Instrument # 22303854 and all conditions thereto shall be strictly adhered to (Attachment B).
6. Prior to recording of the plat, the area to remain undisturbed shall be shown on the plat and delineated with a building restriction line. The boundaries shown on the plat shall be surveyed and staked prior to beginning of construction. All other standards of City Code 17. 05.140 shall apply. All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as requested by the Building Official;
7 All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

Krystal Chanda, Chair
Planning & Zoning Commission
Authorized to sign 2/14/2024

STATE OF IDAHO)
ss:
County of Bannock)

On this 15th day of February 2024, before me, the undersigned, a Notary Public in and for the State, personally appeared Krystal Chanda, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that he executed the same.

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

(Seal)

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

Aceline McCulla
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho

ATTACHMENT A

PUBLIC WORKS MEMORANDUM

CITY OF
POCATELLO

Engineering

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

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MQ
Jake Murphy, Sr. Engineer Technician JM

Date: May 6, 2025

Re: Hospital View Division 1 – City Council Final Plat (5.15.2025) Application #FP25-0004

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 Hospital View Division 1, it is the City's understanding that these 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 critical. It will be the Builder/Owner of said lot to demonstrate that building and engineering standards are adhered to. A note with a lot restriction "R1" should 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.

K. 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.

L. Add note, Easements not depicted: There is an easement for refuse pickup that is within the parking area. Also add this paragraph to the owner's certificate. "The undersigned owner(s) of real property located within the Hospital View Division 1 Plat, hereby grant permission to the City of Pocatello Sanitation Department to drive City vehicles onto the asphalt/concrete and any other private property in order to provide garbage service at the above location including vehicles needed to perform clean-up maintenance on such private property. Owner(s) release and hold harmless the City of Pocatello, a municipal corporation of Idaho, and its employees from any liability and will accept full responsibility for damages to the driving surface area, Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.

M. Add PE NO. 10600 behind Merril Quayle name on the plat per State Code

N. Place and "R" restriction on lots 1, 2, 3, and 4 there will be no direct vehicular access allowed from Hospital Wat to these lots.

2. Construction Plans/Infrastructure

A. Development Conditions

1. A full set of subdivision plans with but not limited to plan/profile sheets, current slope analysis, grading plans, erosion and sediment pre and post construction plans, stormwater plans and reports, utility plans, etc. shall be reviewed and approved prior to recording the plat. Final approved plans will be subject to all requirements placed on the preliminary as well as the final plat approval process.
2. All public and private infrastructure shall be labeled and found within the construction plans, meeting all city and industry standards.

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 approved construction plans. 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. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures for maintenance.
4. Pond side slopes and embankments shall be designed and constructed per **Section 6.4.6 SETBACKS, SLOPES, EMBANKMENTS & SPILLWAYS of the Portneuf Valley Stormwater Design Manual,** embankments 4 feet in height or more shall be constructed as recommended by a Geotechnical Engineer.
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. 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.
11. 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.

Public Works
911 North 7th Avenue P.O. Box 4169
Pocatello, ID 83205-4169 Phone (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MQ
Jacob Murphy, Engineer Technician JM

Date: 02/06/2024

Re: Hospital View - P&Z Preliminary Plat (2.14.2024) Application # 23-2982

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

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. The plat shall be black opaque ink, no gray scale or color.
7. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

Development Conditions

1. All Patching shall meet City of Pocatello Standards.
2. Adequate notice along with a traffic control plan and a schedule shall be submitted prior to excavation in Hospital way. Access to the hospital for citizens and emergency services shall be maintained.
3. Provide a site distance evaluation and cross sections for approaches connecting to Hospital Way.
4. Roads connecting to Hospital way shall have a 150 feet tangent length from Hospital Way east right of way line or a minimum curve radius of 400 feet with a 60-foot tangent to Hospital Way east right of way line.
5. Maximum grade where roads connect to Hospital Way shall be 4 percent for a minimum of 60 feet.
6. 5-foot wide concrete sidewalk shall be placed along frontage at time of subdivision construction.
7. ADA ramps are required across intersections on Hospital Way.
8. Adequate vertical clearance for sanitation and emergency vehicles shall be required on all roadways.

9. Provide dumpster locations and access agreement language on Plat for sanitation vehicles.
10. Main line taps to be done by City of Pocatello Water Department at developers expense.
11. Master meters & dual check valves meeting city standards are required.
12. Isolation valves for maintenance and construction phasing are required.
13. Curb shall be required between water main and lots 6 through 10 for maintenance and flushing.
14. Provide CCR's for maintenance association and contact information for utility billing.
15. Provide master plan for whole development with proposed utilities.
16. Provide ESC plan for construction phase and post construction phase and final stabilization plan.
17. Place manhole at Right of Way where sewer enters development.
18. All sewer & water in development shall be private.
19. Access to all manholes in development for maintenance purposes shall be maintained.
20. Show location & details of stormwater infrastructure.
21. An O&M agreement for stormwater infrastructure shall be required.

General Conditions

1. One (1) full-sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.
3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the stormwater plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current stormwater requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. Per section **800 Geotechnical and Earthwork**, Structures shall not be permitted on slopes of 20 percent or greater without a civil site plan by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading,** slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
8. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
9. Utility and street light approval is required by the City.
10. US Mail box units required and location approved by the Post Master and the City of Pocatello.

Traffic Impact Study Review

Michael Neville, Pocatello Street Manager reviewed the traffic impact study (TIS) for the proposed development on Hospital Way and provided comments and concerns regarding the methodology, assumptions, and results of the analysis.

The TIS was prepared to assess the potential traffic impacts of the proposed development, which consists of a mixed-use project with residential, commercial, and professional uses. The TIS used a 4% annual growth rate for the background traffic through 2027, based on the projected population increase in the Pocatello area. The TIS also estimated the trip generation, distribution,

and assignment of the development traffic, and evaluated the level of service (LOS) and traffic operations of the study intersections.

Based on Michael's review and Merril's oversite, it is recommended the following revisions and clarifications to the TIS:

- Reconsider the 4% annual growth rate for the background traffic, as it seems to be overstated for the study area. The area is predominantly built out with minimal growth in either residential or commercial anticipated. Portneuf Medical Center is also fully constructed and even with a general population increase in the Pocatello area that does not necessarily equate to increased capacity and usage of the hospital. By overstating the growth rate, it causes the development's generated traffic to be understated. A more realistic growth rate should be based on historical traffic counts and land use trends in the vicinity of the project site.
- Perform the trip distribution for both AM and PM peak hours, as the area has two very different peaks. The proposed traffic using Clark/Center at 15% is underestimated in my opinion, as this route provides a direct connection to the city center and downtown area. A more accurate distribution should reflect the travel patterns and preferences of the potential users of the development.
- Explain the discrepancies in Figure 6 for approaches 5 and 6, which have nearly identical volumes for AM and PM peak hours. The site generated volumes at 5 and 6 add up to more traffic than passes by approaches 4 and 7. This is true for both AM and PM peaks. This implies that there is either an error in the calculation or a missing component in the traffic assignment. A more consistent and logical figure should be provided to show the traffic flow and distribution of the development traffic.
- Correct the LOS results in Table 9-2027, which shows a LOS E for the Hospital Way and North Portneuf access when only the eastbound left to northbound is shown at a LOS of E in the modelling. The other movements and approaches should also be reported and evaluated to provide a comprehensive assessment of the intersection performance and impacts.
- Review the recommendations for changes to the TWTL to dedicated left turns at non-four leg intersections, as they have been problematic especially when the proposed approaches are spaced closer than recommended in the access guidelines. The feasibility and safety of these changes should be demonstrated and justified with appropriate design standards and best practices.
- Provide more details on the proposed traffic control for the north Portneuf access, which will be a significant expense if either a roundabout or traffic signal is to be constructed. R/W acquisitions will be a large portion of the costs. R/W for future improvements should be given from the development as part of the project if it is to move forward. Terrain may not allow for it, but the north development approach would function better and make any future traffic signal more feasible if it were to align with the north Portneuf access.
- Conduct traffic signal warrants for the Hospital Way and E. Terry intersection, to determine the need and justification for traffic signal installation. The warrants should be based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Idaho Transportation Department (ITD) guidelines.
- Concerns about introducing an all-way stop at Hospital Way and North Portneuf Medical Center entrance. Allowing an all-way stop at a private drive is not a precedent the City of Pocatello wishes to start. The city does have unsignalized public road intersections along minor arterials with LOS F. At this time the city does not require improvements to keep the traffic flowing along these critical existing corridors.
- The City of Pocatello and the areas Metropolitan Planning Organization access guidelines show that the proposed location meets the design for a collector rather than a minor arterial. Re-evaluate with Hospital Way as a minor arterial. If guide lines cannot be met then give recommendations or justification.

ATTACHMENT B

CONTRACT ZONING AREEMENT

Instrument # 22303854
Bannock County, Pocatello, Idaho
04/24/2023 02:58:20 PM No. of Pages: 6
Recorded for: CITY OF POCATELLO
Jason C. Dixon Fee: $0.00
Deputy: jbrower

CONTRACT ZONING AGREEMENT

THIS AGREEMENT is entered into to be effective the 24th day of April, 2023, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "City"; and JG Ventures LLC, hereinafter referred to as "the Owner";

WHEREAS, the Owner has made request to the City of Pocatello to rezone by contract approximately 8.75 acres of land to RCP, of which 3.8 acres of the 8.75 acres is a contract rezone, and is located in the 700 block of Hospital Way, Pocatello, and more particularly described on the attached Exhibit "A", from Residential Low Density (RL) to Residential Commercial Professional (RCP), under the terms of the City's contract zoning ordinance, and;

WHEREAS, the Owner's proposal was reviewed by the Planning and Zoning Commission and public comment was taken at a hearing before the City Council; and

WHERAS, based upon the representations heard at the public hearings by both the public at large and the Owner, the City Council has agreed to the rezoning of said land within the City of Pocatello, Idaho, subject to the execution of and compliance with a contract zoning agreement;

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

1. That approximately 8.75 acres of land described in Exhibit A be rezoned by the City from Residential Low Density (RL) to Residential Commercial Professional (RCP) by means of a zoning ordinance duly passed and adopted on December 1, 2022, Ordinance No. 3114, conditioned on and subject to execution of this Agreement.

2. That the rezoning of the land described below is solely for the uses set out in this Agreement, and that any owner(s), co-owner(s), developer(s), agent(s) of owner or developer, assignee(s) of owner(s) or developer(s) and all subsequent owners or developers of the real property that is encumbered by this Agreement shall comply with all conditions, terms, obligations, and duties contained in this Agreement, as well as the following conditions:

a. The subject 8.75 acres parcel shall be given a zoning designation of Residential Commercial Professional (RCP), which is consistent with the Mixed Use (MU) designation of the Comprehensive Plan Map and PMC 17.01.130, "Plan Designation-Zoning District Conversion Chart".

b. A total of approximately 3.8 acres west of the Sagewood Hills Subdivision shall be limited to twenty-four (24) units per acre.

c. A minimum twenty foot (20') transitional landscape buffer shall be provided abutting and west of the Sagewood Hills Subdivision. The area shall be irrigated consisting of at least one (1) tree one 1.5'' in caliper for every 20' of property frontage measured in a linear line north to south. This results in a minimum of forty-seven (47) trees. In addition to the tree's, the buffer area shall consist of vegetation ground cover including, but not limited to, decorative grasses, shrubs or low water ground cover.

d. The maximum height of any multifamily-apartment structures within the 3.8 acres contract rezone area shall not exceed 38'6". No additional ten percent (10%) administrative adjustment shall be permitted beyond the 38'6".

e. Any structure constructed within the 8.75 (+/-) acre parcel shall be of an earth-tone color. Reflective materials shall be prohibited. The developer shall use exterior treatments on the multi-family apartment buildings to break up the façade such as but not limited to awnings, variation in materials and color schemes.

f. The form and content of the contract agreement shall be executed as provided under PMC 17.02.170 J.5.

g. Portions of the site have slopes of fifteen percent (15%) or greater, therefore any future development will be subject to PMC 17.05.140, "Slope Development Standards." A slope analysis and geotechnical report will be required as part of future building permit applications or subdivision of the property.

h. Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to.

i. Any activity requiring a separate development or building permit shall comply with applicable regulations.

3. That the zoning designation of Residential Commercial Professional (RCP) shall be allowed for the following uses:

a. Only residential uses shall be placed within a 3.8 acre area places adjacent to the eastern boundary of the JG Ventures Parcel. This effort is employed to create a land use transition (recommended in the City's comprehensive plan) between the medical commercial complex directly to the west of Owner's parcel and the residential use directly to the east of Owner's parcel. The eastern portion of the RCP zone shall be for residential use to provide a transition between existing uses. (See Condition b. above.) Notwithstanding the above, the foregoing language should not be construed as to limit residential in other parts of the rezone but to only limit the contracted 3.8 acres to residential.

b. Residential density within the 3.8 acres shall be held to twenty-four (24) dwelling units per acre within the contract rezoned 3.8 acres which represents a reduction of twenty percent (20%) from the allowed RCP density (30 dwelling per acres). This reduction in the density of dwelling units across the residential area shall provide a transition to occur. (See Condition b. above.) The remaining acreage is not subject to the conditions of the contract rezoned 3.8 acres.

c. In an effort to increase space between the future and existing residential uses, Owner shall double the required buffer space within the 3.8 acre area as defined in Pocatello Municipal Code 17.05.270.A to twenty feet (20') measured along the eastern boundary inward of Owner's parcel. (See Condition c. above.)

d. Structure height shall be reduced within the 3.8 acres residential use area of the contracted 3.8 acre portion. Owner shall limit the structure height to 38'6"; a reduction of over 10% from the RCP allowed height of 45 feet, Dimensional Standards Table 17.03.600 of the City Code. (See condition d. above). The remaining acreage shall be subject to standard RCP conditions.

4. That upon the notification to the City Council by the Director of noncompliance of this contract-zoning agreement for it proposed use, the City Council will consider the adoption of an ordinance reverting the subject real property to its previous land use zoning district or the zone most appropriate at the that time. If this occurs, Pocatello Municipal Code §§17.02.170 (9) and (10) shall apply.

5. That any standards/regulations not herein noted by applicable to the proposed development shall be strictly adhered to.

6. All applicable Federal and State regulations shall be strictly adhered to.

7. That any activity requiring separate development or building permit shall comply with application regulations.

8. Owner acknowledges and agrees that, in accordance with Pocatello Municipal Code §17.02 and Idaho Code § 67-6511A, failure to comply with the terms of the agreement shall result in a rezoning of the real property to its previous zoning district as Residential Low Density (RL), as existing immediately prior to the passage of the rezoning ordinance.

9. This Agreement and all conditions, terms, duties, and obligations included in said agreement shall be an encumbrance on the real property described herein and all conditions shall run with the land.

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

Approved as to form and content:

JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

Wendy Prather for
KONNI R. KENDELL, City Clerk

OWNER:
JG VENTURES, LLC

John Burtenshaw
JOHN A. BURTENSHAW, Member

STATE OF IDAHO)
ss:
County of Bannock)

On this 24th day of April, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

KONNI R. KENDELL NOTARY PUBLIC COMM. #33547 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in American Falls ID
Commission Expires 3-22-2024

STATE OF IDAHO)
ss:
County of Bonneville)

On this 3rd day of April, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared John A. Burtenshaw, known or proved to me to be a Member of JG Ventures LLC, and acknowledged to me that he executed the foregoing instrument for and on behalf of said limited liability company and that said limited liability company 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)

MIRANDA McKINLAY
COMMISSION NO. 53337
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in Idaho Falls
Commission Expires 10-3-2026

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751429; THENCE SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, (BASIS OF BEARING BASED ON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 430.99 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, A DISTANCE OF 944.06 FEET TO THE NORTH 1/16 CORNER ON THE EAST BOUNDARY LINE OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751427, ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20725774; THENCE NORTH 89°53'10" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 440.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY; THENCE NORTH 00°07'48" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY, A DISTANCE OF 777.00 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING; THENCE NORTH 69°36'34" EAST , ALONG A LINE THAT DIVIDES RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING, A DISTANCE OF 476.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.75 ACRES MORE OR LESS

ATTACHMENT B

PUBLIC WORKS MEMORANDUM

MAY 6, 2025

ATTACHMENT C

RESPONSE FROM INTERMOUNTAIN GAS

MAY 1, 2025

From:	Colborn, Phillip
To:	Planning
Subject:	FP25-0004
Date:	Wednesday, April 30, 2025 4:18:41 PM

SUBJECT: FP25-0004, FINAL PLAT, HOSPITAL VIEW DIVISION 1, 700 BLOCK OF HOSPITAL WAY

To whom it may concern,

Intermountain Gas requests that a “Public Utility easement” be described on final the final plat.

Thanks

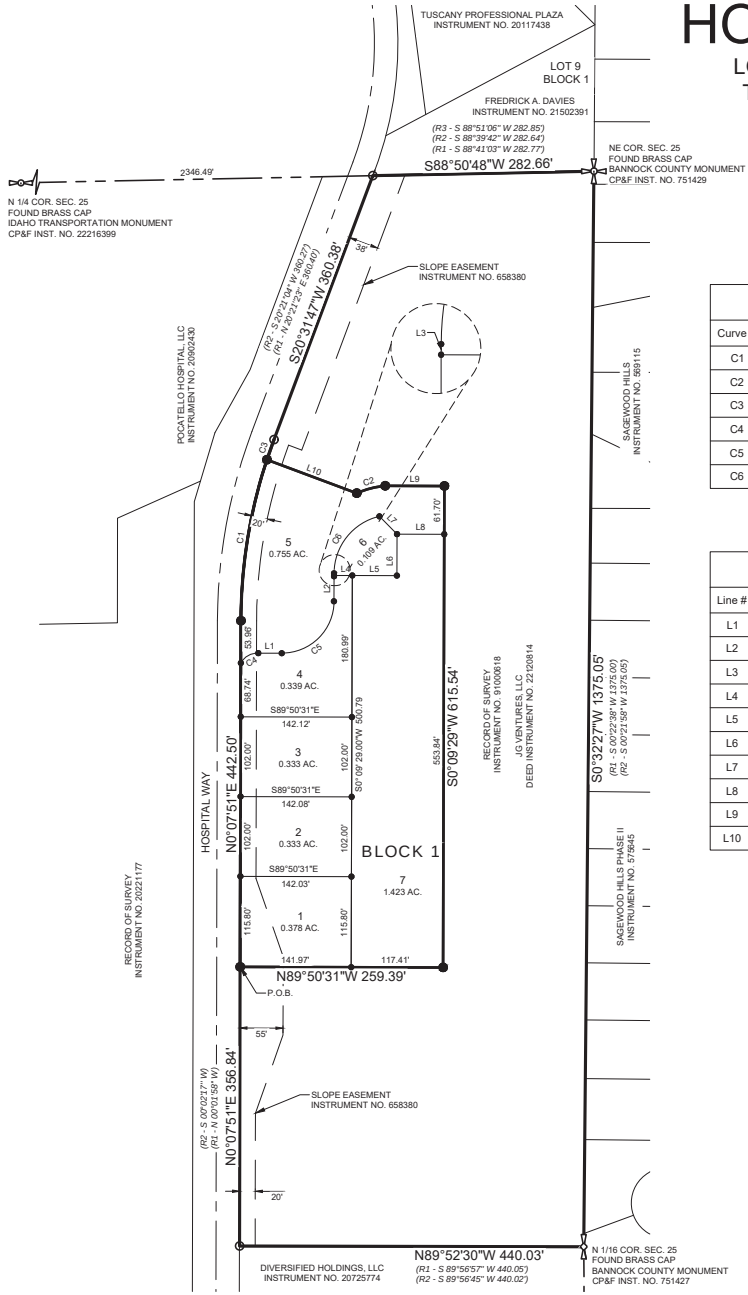
Phillip Colborn
Intermountain Gas Company
Pocatello Operations Manager
(208) 637-6431
phillip.colborn@intgas.com

ATTACHMENT D

HOSPITAL VIEW DIVISION 1 FINAL PLAT

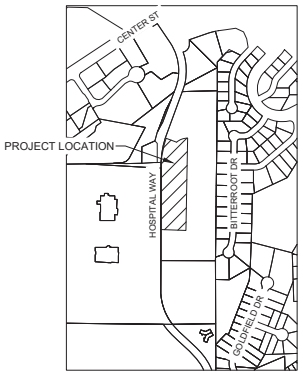
HOSPITAL VIEW DIVISION 1

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2025-

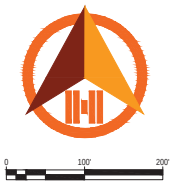


Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	209.47'	664.49'	18°03'40"	N9°09'41"E	208.60'
C2	37.75'	112.50'	19°13'42"	N75°29'07"E	37.58'
C3	27.11'	664.49'	2°20'16"	N19°21'39"E	27.11'
C4	26.89'	24.57'	62°41'59"	N60°33'24"E	25.57'
C5	104.60'	66.50'	90°07'28"	N45°07'18"E	94.15'
C6	106.46'	75.01'	76°44'25"	N38°33'33"E	93.12'

Line Table		
Line #	Length	Direction
L1	30.01'	S89°48'58"E
L2	33.02'	N0°11'02"E
L3	2.72'	N0°11'02"E
L4	23.37'	S89°50'31"E
L5	57.01'	S89°50'31"E
L6	53.05'	N0°09'29"E
L7	31.96'	N44°41'49"W
L8	60.40'	S89°50'31"E
L9	75.70'	S89°50'31"E
L10	122.51'	S69°32'26"E



VICINITY MAP
(NOT TO SCALE)



BASIS OF BEARING

THE LATITUDINAL EAST LINE OF SECTION 25 BETWEEN MONUMENTS SHOWN BASED UPON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATED SYSTEM

LEGEND:

- FOUND 5/8" REBAR W/ PLASTIC CAP STAMPED LS 5074
- SET 5/8" REBAR W/ ALUMINUM CAP STAMPED CH&A PLS 12457
- SET 1/2" REBAR W/ PLASTIC CAP STAMPED CH&A PLS 12457
- FOUND P.L.S.S. CORNER AS NOTED
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- SECTION LINE
- SLOPE EASEMENT LINE AS SHOWN
- P.O.B. POINT OF BEGINNING

NOTES:

1. LOT 7 IS COMMON FOR THE USE OF LOTS 1, 2, 3, 4, & 6
2. LOT 5 IS A COMMON LOT.
3. LOTS 5 & 7 TO HAVE BLANKET CROSS ACCESS EASEMENTS
4. EASEMENTS NOT DEPICTED; ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO THE PRIMARY STRUCTURE SETBACK LINE ALONG ALL LOT LINES. LOTS MUST BE GRADED AND MAINTAINED SO AS TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND SUBDIVIDE THE PROPERTY AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE WEST LINE OF THE BOUNDARY WAS DETERMINED BY THE RIGHT-OF-WAY LINE OF HOSPITAL WAY AND THE MONUMENTS FOUND AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE NORTH, EAST AND SOUTH LINES OF THE BOUNDARY WAS DETERMINED BY THE LIMITS OF THE DEVELOPMENT OF DIVISION NO. 1 AS SHOWN HEREON.

REFERENCES

R1 - RECORD OF SURVEY, INSTRUMENT NO. 91000168
R2 - RECORD OF SURVEY, INSTRUMENT NO. 20221177
R3 - RECORD OF SURVEY, INSTRUMENT NO. 20400531
SAGEWOOD HILLS INSTRUMENT NO. 589155
SAGEWOOD HILLS PHASE II INSTRUMENT NO. 575645

PROFESSIONAL LAND SURVEYOR REGISTERED 12457 STATE OF IDAHO CHRISTOPHER ADAMS

PRELIMINARY

SHEET 1 of 2

2194 SNAKE RIVER PARKWAY
SUITE 210
IDAHO FALLS, ID 83402
(208) 522-1223

Horrocks.

H:\2023\JD-7460-23 JB Hospital Way Multi-Use\Project Data\02 CAD\2.03 Sheet Files\Construction Drawings\JD-7460-23_FP.dwg

HOSPITAL VIEW DIVISION 1

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2025-

RECORDER'S CERTIFICATE

_____
JASON DIXON, COUNTY RECORDER

TREASURER'S CERTIFICATE

PURSUANT TO I.C. §50-1308 OF THE IDAHO CODE, I JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL

THROUGH _____

_____
JENNIFER CLARK, COUNTY TREASURER DATE

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF THE SANITARY RESTRICTIONS. WATER AND SEWER LINES HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH I.C. §50-1326, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____ _____
SOUTHEASTERN IDAHO PUBLIC HEALTH DATE:

CULINARY WATER

ALL LOTS IN THIS SUBDIVISION ARE ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

IRRIGATION WATER RIGHTS STATEMENT

IRRIGATION WATER RIGHTS AND ASSESSMENTS OBLIGATIONS ARE NOT APPURTENANT TO THE LANDS INCLUDED WITHIN THIS PLAT. LOT WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS HAS BEEN APPROVED AND THE DEDICATION ARE HEREBY ACCEPTED BY THE CITY OF POCATELLO, IDAHO THE _____ DAY OF _____ , 20 ____ .

_____ _____
BRIAN BLAD, MAYOR KONNIE KENDALL, CITY CLERK

_____
MERRIL QUAYLE, ENGINEER FOR THE CITY

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, BEING MARKED BY BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751429; THENCE ALONG THE WEST LINE OF SAGEWOOD HILLS, INSTRUMENT NO. 569115, AND SAGEWOOD HILLS PHASE II, INSTRUMENT NO. 575645, SOUTH 00°32'27" WEST 1375.05 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 25, BEING MARKED BY A BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751427; THENCE NORTH 89°52'30" WEST 440.03 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HOSPITAL WAY; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 00°07'51" E 356.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING TWO COURSES; (1) THENCE NORTH 00°07'51" EAST 442.50 FEET TO A POINT OF TANGENCY OF A 664.49 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 89°52'09" EAST; (2) THENCE NORTHEASTERLY 209.47 FEET ALONG THE ARC OF SAID 664.49 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°03'40" AND A LONG CHORD THAT BEARS NORTH 09°09'41" EAST 208.60 FEET; THENCE SOUTH 69°32'26" EAST 122.51 FEET TO A POINT OF NON-TANGENCY OF A 112.50 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH THE RADIUS BEARS SOUTH 24°07'44" EAST; THENCE NORTHEASTERLY 37.75 FEET ALONG THE ARC OF SAID 112.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 19°13'42" AND A LONG CHORD THAT BEARS NORTH 75°29'07" EAST 37.58 FEET; THENCE SOUTH 89°50'31" EAST 75.70 FEET; THENCE SOUTH 00°09'29" WEST 615.54 FEET; THENCE NORTH 89°50'31" WEST 259.39 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 3.669 ACRES

COUNTY REVIEWING SURVEYOR'S CERTIFICATE

CERTIFICATE OF CITY SURVEYOR

THIS IS TO CERTIFY THAT I, GERALD V. EVANS, A LICENSED LAND SURVEYOR , HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THERETO.

_____
GERALD V. EVANS PLS NO. 10342 DATE:
POCATELLO CITY SURVEYOR

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER ADAMS, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT THE SURVEY OF THIS SUBDIVISION, DESIGNATED AS HOSPITAL VIEW DIVISION 1, WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION, ACCURATELY REPRESENTS THE POINTS PLATTED HEREON, AND IS IN CONFORMITY WITH IDAHO CODE RELATING TO CONDOMINIUMS, PLATS AND SURVEY, AND CORNER PERPETUATION AND FILING ACT. I.C. §55-1501 THROUGH §55-1613.

PRELIMINARY

INTERIOR MONUMENT COMPLETION CERTIFICATE

PURSUANT TO THE REQUIREMENTS OF IDAHO CODE 50-1331, IDAHO CODE 50-1332, AND IDAHO CODE 50-1333, I, CHRISTOPHER ADAMS, CERTIFY THAT THE INTERIOR MONUMENTS SHALL BE SET IN ACCORDANCE WITH THE REQUIREMENTS OF IDAHO CODE 50-1303 WITHIN ONE CALENDAR YEAR OF THE RECORDING DATE OF THIS PLAT.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. A CROSS ACCESS EASMENT IS HEREBY GRANTED TO THE CITY OF POCATELLO ACROSS LOTS 5 AND 7 BLOCK 1 AS SHOWN ON THIS PLAT.

IN WITNESS WHEREOF WE OWNERS DO HEREUNTO SET OUR HANDS.

_____
OWNERS: JOHN BURTENSHAW

JG VENTURES, LLC AN IDAHO LIMITED LIABILITY COMPANY

ACKNOWLEDGMENT

STATE OF _____)
)ss
County of _____)

ON THE _____ DAY OF _____, 20__, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED JOHN BURTENSHAW ON BEHALF OF JG VENTURES LLC, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE, AND ACKNOWLEDGED TO ME THAT S/HE IS THE PERSON, AS INDICATED, WHICH OWNS THE PREMISES, DESCRIBED IN THE BOUNDARY DESCRIPTION, THAT S/HE IS THE PERSON WHO EXECUTED THE FOREGOING OWNER'S CERTIFICATE. IN WITNESS WHEREOF, I HAVE SET MY HAND AND OFFICIAL SEAL THE DAY AND YEAR AS ABOVE WRITTEN.

_____
NOTARY PUBLIC

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

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS SURVEY IS TO RETRACE AND SUBDIVIDE THE PROPERTY AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE WEST LINE OF THE BOUNDARY WAS DETERMINED BY THE RIGHT-OF-WAY LINE OF HOSPITAL WAY AND THE MONUMENTS FOUND AS SHOWN ON RECORD OF SURVEY, INSTRUMENT NO. 91000168. THE NORTH, EAST AND SOUTH LINES OF THE BOUNDARY WAS DETERMINED BY THE LIMITS OF THE DEVELOPMENT OF DIVISION NO. 1 AS SHOWN HEREON.

2194 SNAKE RIVER PARKWAY
SUITE 210
IDAHO FALLS, ID 83402
(208) 522-1223

Horrocks.

H:\2023\JD-7460-23_JB Hospital Way Multi-Use\Project Data\02 CAD\2.03 Sheet Files\Construction Drawings\JD-7460-23_FP.dwg

ATTACHMENT E

PLANNING & ZONING COMMISSION STAFF REPORT PACKET

FEBRUARY 14, 2024

Planning & Development Services
PLANNING SERVICES NEIGHBORHOOD & COMMUNITY SERVICES
911 NORTH 7TH AVENUE I P.O Box 4169 POCATELLO, IDAHO 83205-4169 208.234.6184 WEB https://www.pocatello.gov

PLANNING & ZONING COMMISSION
MEETING FEBRUARY 14, 2024
STAFF REPORT

SUBDIVISION:	Hospital View Subdivision	**FILE:** 23-2982
APPLICANT/OWNER:	Jake Woodward representing JG Ventures LLC	
SURVEYOR/ENGINEER:	Bryce Marsh of Horrocks Engineering	
REQUEST:	Preliminary Plat Subdivision Application	
LOCATION:	Generally located east of the Portneuf Medical Center	
LOTS/UNITS:	21 lots	
STAFF:	Matthew G. Lewis, M.S. Senior Planner	

RECOMMENDATION & CONDITIONS:
Staff finds that the proposal is compliant with all applicable standards of City Code 16.20.050, assuming the following conditions are met:

1. All comments contained in the Public Works Memorandum, February 6, 2024, shall be adhered to (See Attachment A) which includes recommendations/conditions regarding the Traffic Impact Study;
2. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to, or a subdivision surety bond and warranty bond is obtained as outlined in City Code 16.24.110, prior to recording;
3. An "R" Restriction shall be placed on Lots 1 & 14 with a note stating that said lots are to remain undisturbed.
4. An "R" restrictions shall be placed on Lots 1-10 as well as Lots 12 & 13 with a note prohibiting individual ingress/egress to each lot via Hospital Way;
5. The Contract Zoning Agreement by and between the City of Pocatello and JG Ventures recorded under Instrument # 22303854 and all conditions thereto shall be strictly adhered to (Attachment B).
6. Prior to recording of the plat, the area to remain undisturbed shall be shown on the plat and delineated with a building restriction line. The boundaries shown on the plat shall be surveyed and staked prior to beginning of construction. All other standards of City Code 17. 05.140 shall apply. All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as requested by the Building Official;
7. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

REQUEST: The request is for preliminary plat approval of a subdivision to be known as Hospital View Subdivision. The proposal calls for the platting of 13.12 acres (more or less) into twenty-one (21) lots of which Lots 1 and 14 Block 1 are proposed to remain undisturbed. The subject property is zoned Residential-Commercial- Professional (RCP). The application was submitted by Jake Woodward representing JG Ventures LLC. The Representative/Engineer listed on the application is Bryce Marsh of Horrocks Engineers.

NOTIFICATION (16.20.040.D): All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the application. Notice was also published in the Idaho State Journal on January 30, 2024, and three (3) signs were posted on the subject property on January 29, 2024. All notices herein described have been provided at least fifteen (15) days prior to the public hearing. **At the time of completion of this report, no written comment from the public**

has been received neither in support, neutral to nor in opposition to the application. Staff emailed the application with the plat, preliminary slope analysis with supporting aerials and a link to the Traffic Impact Study to three (3) property owners within the 300-foot radius.

OPTIONAL MOTIONS:

1. **Approval of the Application**: "I move to approve the preliminary plat application from JG Ventures LLC., for the Hospital View subdivision, finding the application does meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the conditions listed in the staff report: [cite findings for approval], and to authorize the Chair to sign the findings of fact."

2. **Denial of the Application**: "I move to deny the preliminary plat application from JG Ventures LLC., finding the application does not meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, [**insert any additional conditions of denia**l], and to authorize the Chair to sign the findings of fact."

ATTACHMENTS:

A. Public Works Memorandum dated February 6, 2024
A-1 Mori Byington Email Response
A-2 Mike Neville Recommended Revisions TIS
B. Contract Zoning Agreement Instrument #2203854
C. Application & Preliminary Plat
D. Slope Analysis with aerial photography
E. Traffic Impact Study

Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**16.20.050 A**	**The subdivision proposal complies with applicable provisions of this title.**
			Staff Review	The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met.
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			Staff Review	Assuming all conditions and corrections are met, the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion is for Criteria 16.20.050 A-H and the Public Works Memorandum (Attachment A).
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			Staff Review	**DENSITY & LOT DESIGN:** The land area within the subject subdivision is zoned Residential-Commercial-Professional (RCP). Commission members may recall considering a request for a contract zoning map amendment requesting to rezone 8.75-acres (+/-) from Residential-Low (RL) density to RCP in October 2022. Following a public hearing on November 3, 2022, the Pocatello City Council approved the application of which 3.8-acres (+/-) of the 8.75-acres (+/-) was rezoned to RCP and

				also subject to a Contract Zoning Agreement (refer to Attachment B for details). Any development within the 3.8-acres will be subject to all conditions as provided in the agreement including but not limited to placement an increased transitional landscape buffer; reduction of density and height limitations. Municipal Code 17.03.600: Dimensional Standards does not require a minimum lot size to be maintained for professional office or commercial land uses. Residential uses in the RCP zoning district shall meet bulk and placement standards of the Residential High (RH) zoning district. **SLOPE STANDARDS:** As portions of the proposed subdivision have slopes exceeding 15%, a slope analysis has been included in the application packet for review (Attachment D). The "Slopes Table" reflects the total site without taking into account previous site disturbance. The second table includes areas that have been disturbed utilizing historical imagery from 1956, 1969, 1992, 1993, and 2023 (see Attachment D). Based on the latter, of the 13.12 acres, evidence shows that 5.97 acres (more or less) has been previously disturbed. This results in a minimum of 1.37 acres (more or less) shall remain undisturbed based on Table 17.05.140 "Density & Disturbance Standards". The applicant proposes that Lots 1 & 14 will remain ungraded covering 1.591 acres (more or less). Staff has reviewed the analysis and finds such to be accurate. Staff is recommending that an "R" restriction be placed on Lots 1 & 14 as part of the final plat with a note stating that said lots are to remain in their natural state/ungraded (refer to condition #3). All building permit applications for structures on lots with a natural slope of 15% or greater, shall be accompanied by a geotechnical assessment or as required by the City Building Official.
☒	☐	☐	**16.20.050 D.**	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**
			Staff Review	**R.O.W. Improvements:** The subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent in grade shall be adhered to. Curb, gutter and sidewalk will be required prior to recording of the final plat. **WATER, SEWER, & STORMWATER:** Water and sewer are available to extend to the proposed subdivision and shall be subject to all

				applicable Municipal Standards prior to acceptance of the final plat. Water and sewer connections shall be extended to each lot. All development must comply with City Erosion and Sediment Control and Stormwater management requirements. See the attached Public Works Memorandum (**Attachment A**) for additional comments/conditions pertaining to water, sewer and stormwater requirements. **UTILITY PROVIDER & CITY DEPARTMENT NOTICE:** Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice on January 11, 2024. As of February 6, 2024, no comments have been received from the Utility providers receiving notice. The applicant is responsible for contacting all private utility companies for extension of services such as power, natural gas, and internet services. City Department comments/conditions are summarized in Attachment A. **PRIVATE COVENANTS, RESTRICTIONS & CONDITIONS:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			Staff Review	Municipal Code subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). The applicant has provided a Traffic Impact Study which may be found with Attachment B – application. The recommendations of the 585-page study are synopsized on pages 5-6. City staff comments are attached or synopsized in Attachment A. A copy of the Traffic Impact Study (TIS) was forwarded to Mori Byington, representing Bannock Transportation Planning Organization, for review and comment – see Attachment A. 1 regarding his feedback. Mike Neville, Street Manager with the Street Department analyzed the (TIS) and provided comment. Said conditions/recommendations are provided within the Public Works Memorandum (Attachment A).
☒	☐	☐	**16.20.050 F.**	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**
			Staff Review	As previously noted the subdivision will be accessed from one of two private drives via Hospital Way. All City standards including maximum grade not to exceed 10-percent shall be adhered to. Curb, gutter and sidewalk will be required along the extent of Hospital Way (1,375 linear feet more or less) prior to recording of the final plat.

☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			Staff Review	Bannock Transportation Planning Organization long range Bicycle & Pedestrian Master Plan proposes to provide bike lanes on Hospital Way. The plan also proposes shared bicycle and pedestrian lanes around the Portneuf Medical Center from Hospital Way to East Terry Street.
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			Staff Review	Utilities were notified via email of the pending application on January 11, 2024. The only comments received as of completion of the Staff report were from Mori Byington, Director, Bannock Transportation Planning Organization and Mike Neville, Street Manager. Both reviews were in response to the Traffic Impact Study (TIS). All City utilities are either adjacent to or can be extended to the subject property. Any future development will have primary access from Hospital Way with no traffic impact occurring to the Sagewood Hills subdivision to the east.

ATTACHMENT A

PUBLIC WORKS MEMORANDUM

Public Works
911 North 7th Avenue P.O. Box 4169
Pocatello, ID 83205-4169 Phone (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer MQ
Jacob Murphy, Engineer Technician JM

Date: 02/06/2024

Re: Hospital View - P&Z Preliminary Plat (2.14.2024) Application # 23-2982

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

Plat Conditions

1. The final plat shall meet all the requirements defined in section **16.24.040: Final Plat Requirements** of the Subdivision Ordinance.
2. Subdivision Plat shall conform to all state and local laws and ordinances.
3. The subdivision plat shall be formatted per Bannock County's requirements and reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
4. Notes on the Plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
5. Provide adjoining property owners recorded deeds, a copy of all recorded easements, and document(s) which grants the signatory to sign the plat on behalf of the owner(s) to the City Surveyor at the time of final application for review.
6. The plat shall be black opaque ink, no gray scale or color.
7. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

Development Conditions

1. All Patching shall meet City of Pocatello Standards.
2. Adequate notice along with a traffic control plan and a schedule shall be submitted prior to excavation in Hospital way. Access to the hospital for citizens and emergency services shall be maintained.
3. Provide a site distance evaluation and cross sections for approaches connecting to Hospital Way.
4. Roads connecting to Hospital way shall have a 150 feet tangent length from Hospital Way east right of way line or a minimum curve radius of 400 feet with a 60-foot tangent to Hospital Way east right of way line.
5. Maximum grade where roads connect to Hospital Way shall be 4 percent for a minimum of 60 feet.
6. 5-foot wide concrete sidewalk shall be placed along frontage at time of subdivision construction.
7. ADA ramps are required across intersections on Hospital Way.
8. Adequate vertical clearance for sanitation and emergency vehicles shall be required on all roadways.

9. Provide dumpster locations and access agreement language on Plat for sanitation vehicles.
10. Main line taps to be done by City of Pocatello Water Department at developers expense.
11. Master meters & dual check valves meeting city standards are required.
12. Isolation valves for maintenance and construction phasing are required.
13. Curb shall be required between water main and lots 6 through 10 for maintenance and flushing.
14. Provide CCR's for maintenance association and contact information for utility billing.
15. Provide master plan for whole development with proposed utilities.
16. Provide ESC plan for construction phase and post construction phase and final stabilization plan.
17. Place manhole at Right of Way where sewer enters development.
18. All sewer & water in development shall be private.
19. Access to all manholes in development for maintenance purposes shall be maintained.
20. Show location & details of stormwater infrastructure.
21. An O&M agreement for stormwater infrastructure shall be required.

General Conditions

1. One (1) full-sized copies of construction drawings for right-of-way and infrastructure improvements shall be submitted for review under section **16.24.030(D): Final Plat Application Requirements** of the Subdivision Ordinance.
2. Proposed right-of-way and infrastructure shall be designed by a licensed engineer in the State of Idaho and constructed by a contractor licensed and in good standings with the City of Pocatello and Public Works and meet all local, state, and federal regulations and standards.
3. If the developer desires to record the final plat prior to completion of all the required public infrastructure and improvements, then the developer shall be required to adhere to section **16.24.110: Subdivision Surety Bond and Warranty Bond** of the Subdivision Ordinance.
4. All items above will need to be addressed in accordance with section **16.24.080(A): Recording of Final Plat** of the Subdivision Ordinance.
5. A qualified engineer shall submit a written analysis of the stormwater plan. This will include but not be limited to the associated calculations, pipe size, design details showing that the proposed design meets the Portneuf Valley Stormwater Design Manual current stormwater requirements.
6. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application.
7. Per section **800 Geotechnical and Earthwork**, Structures shall not be permitted on slopes of 20 percent or greater without a civil site plan by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading,** slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
8. Provide the model results for the culinary water system for projected pressures and flows for the subdivision and the entire pressure zone affected. Supply a digital layout of the subdivision with elevations for model verification.
9. Utility and street light approval is required by the City.
10. US Mail box units required and location approved by the Post Master and the City of Pocatello.

Traffic Impact Study Review

Michael Neville, Pocatello Street Manager reviewed the traffic impact study (TIS) for the proposed development on Hospital Way and provided comments and concerns regarding the methodology, assumptions, and results of the analysis.

The TIS was prepared to assess the potential traffic impacts of the proposed development, which consists of a mixed-use project with residential, commercial, and professional uses. The TIS used a 4% annual growth rate for the background traffic through 2027, based on the projected population increase in the Pocatello area. The TIS also estimated the trip generation, distribution,

and assignment of the development traffic, and evaluated the level of service (LOS) and traffic operations of the study intersections.

Based on Michael's review and Merril's oversite, it is recommended the following revisions and clarifications to the TIS:

- Reconsider the 4% annual growth rate for the background traffic, as it seems to be overstated for the study area. The area is predominantly built out with minimal growth in either residential or commercial anticipated. Portneuf Medical Center is also fully constructed and even with a general population increase in the Pocatello area that does not necessarily equate to increased capacity and usage of the hospital. By overstating the growth rate, it causes the development's generated traffic to be understated. A more realistic growth rate should be based on historical traffic counts and land use trends in the vicinity of the project site.
- Perform the trip distribution for both AM and PM peak hours, as the area has two very different peaks. The proposed traffic using Clark/Center at 15% is underestimated in my opinion, as this route provides a direct connection to the city center and downtown area. A more accurate distribution should reflect the travel patterns and preferences of the potential users of the development.
- Explain the discrepancies in Figure 6 for approaches 5 and 6, which have nearly identical volumes for AM and PM peak hours. The site generated volumes at 5 and 6 add up to more traffic than passes by approaches 4 and 7. This is true for both AM and PM peaks. This implies that there is either an error in the calculation or a missing component in the traffic assignment. A more consistent and logical figure should be provided to show the traffic flow and distribution of the development traffic.
- Correct the LOS results in Table 9-2027, which shows a LOS E for the Hospital Way and North Portneuf access when only the eastbound left to northbound is shown at a LOS of E in the modelling. The other movements and approaches should also be reported and evaluated to provide a comprehensive assessment of the intersection performance and impacts.
- Review the recommendations for changes to the TWTL to dedicated left turns at non-four leg intersections, as they have been problematic especially when the proposed approaches are spaced closer than recommended in the access guidelines. The feasibility and safety of these changes should be demonstrated and justified with appropriate design standards and best practices.
- Provide more details on the proposed traffic control for the north Portneuf access, which will be a significant expense if either a roundabout or traffic signal is to be constructed. R/W acquisitions will be a large portion of the costs. R/W for future improvements should be given from the development as part of the project if it is to move forward. Terrain may not allow for it, but the north development approach would function better and make any future traffic signal more feasible if it were to align with the north Portneuf access.
- Conduct traffic signal warrants for the Hospital Way and E. Terry intersection, to determine the need and justification for traffic signal installation. The warrants should be based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Idaho Transportation Department (ITD) guidelines.
- Concerns about introducing an all-way stop at Hospital Way and North Portneuf Medical Center entrance. Allowing an all-way stop at a private drive is not a precedent the City of Pocatello wishes to start. The city does have unsignalized public road intersections along minor arterials with LOS F. At this time the city does not require improvements to keep the traffic flowing along these critical existing corridors.
- The City of Pocatello and the areas Metropolitan Planning Organization access guidelines show that the proposed location meets the design for a collector rather than a minor arterial. Re-evaluate with Hospital Way as a minor arterial. If guide lines cannot be met then give recommendations or justification.

ATTACHMENT A-1

MORI BYINGTON EMAIL

Lewis, Matthew

From: Mori Byington <Mori@bannockplanning.org>
Sent: Friday, February 2, 2024 11:50 AM
To: Lewis, Matthew
Cc: Quayle, Merril
Subject: RE: Hospital View Preliminary Plat Traffic Impact Analysis

Hi Matthew,

Overall, the TIS is very well done and explains the impact of the proposed development. TIS used the ITE trip generation manual for all land uses. The TIS guidelines list one vehicle per housing unit as the trip generation. I do not think this would directly change the results, only the timing of improvements.

I also have concerns about introducing an all-way stop at Hospital Way and North Portneuf Medical Center. Allowing an all-way stop at a private drive could set a bad precedent. We have many unsignalized public road intersections along minor arterials with LOS F. We do not require improvements to keep the traffic flowing along these critical corridors.

The access guidelines show that the proposed location meets the design for a collector rather than a minor arterial. If the access points are approved, will the city seek to change the classification of the road?

Thanks for the opportunity to comment.

Mori Byington,
Bannock Transportation Planning Organization
mori@bannockplanning.org

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Tuesday, January 30, 2024 4:27 PM
To: Mori Byington <Mori@bannockplanning.org>
Subject: Hospital View Preliminary Plat Traffic Impact Analysis

Mori – Our office has in hand a proposed preliminary plat for a development off Hospital Way (directly east of Portneuf Medical). The following is a hyperlink to the Traffic Impact Analysis City View Traffic Impact Study.pdf. I would appreciate your review and any comments thereto – preferably by Tuesday 2/6/24. Mike Neville and Merril are also analyzing. Thanks in advance.

MATTHEW G. LEWIS, M.S.| CITY OF POCATELLO
Senior Planner | Planning & Development Services
911 N 7th Avenue | PO Box 4169 | Pocatello ID 83205-4169
Office 208-234-6190| mlewis@pocatello.gov

ATTACHMENT A-2

MIKE NEVILLE EMAIL RECOMMENDED REVISIONS & CLARIFICATIONS FOR THE TRAFFIC IMPACT STUDY

Lewis, Matthew

From: Neville, Mike
Sent: Tuesday, February 6, 2024 4:34 PM
To: Lewis, Matthew; Quayle, Merril
Cc: Kirkman, Tom
Subject: RE: SPRC 1/30/24

Hearing no objections, below are my comments on the TIS. Please let me know if you need anything further from me on this and I would like to attend the P&Z hearing as just an interested observer. If you would please let me know when that is.

I have reviewed the traffic impact study (TIS) for the proposed development on Hospital Way and I have some comments and concerns regarding the methodology, assumptions, and results of the analysis.

The TIS was prepared to assess the potential traffic impacts of the proposed development, which consists of a mixed-use project with residential, commercial, and professional uses. The TIS used a 4% annual growth rate for the background traffic through 2027, based on the projected population increase in the Pocatello area. The TIS also estimated the trip generation, distribution, and assignment of the development traffic, and evaluated the level of service (LOS) and traffic operations of the study intersections.

Based on my review, I recommend the following revisions and clarifications to the TIS:

- Reconsider the 4% annual growth rate for the background traffic, as it seems to be overstated for the study area. The area is predominantly built out with minimal growth in either residential or commercial anticipated. Portneuf Medical Center is also fully constructed and even with a general population increase in the Pocatello area that does not necessarily equate to increased capacity and usage of the hospital. By overstating the growth rate, it causes the development's generated traffic to be understated. A more realistic growth rate should be based on historical traffic counts and land use trends in the vicinity of the project site.
- Perform the trip distribution for both AM and PM peak hours, as the area has two very different peaks. The proposed traffic using Clark/Center at 15% is underestimated in my opinion, as this route provides a direct connection to the city center and downtown area. A more accurate distribution should reflect the travel patterns and preferences of the potential users of the development.
- Explain the discrepancies in Figure 6 for approaches 5 and 6, which have nearly identical volumes for AM and PM peak hours. The site generated volumes at 5 and 6 add up to more traffic than passes by approaches 4 and 7. This is true for both AM and PM peaks. This implies that there is either an error in the calculation or a missing component in the traffic assignment. A more consistent and logical figure should be provided to show the traffic flow and distribution of the development traffic.
- Correct the LOS results in Table 9-2027, which shows a LOS E for the Hospital Way and North Portneuf access when only the eastbound left to northbound is shown at a LOS of E in the modelling. The other movements and approaches should also be reported and evaluated to provide a comprehensive assessment of the intersection performance and impacts.
- Review the recommendations for changes to the TWTL to dedicated left turns at non-four leg intersections, as they have been problematic especially when the proposed approaches are spaced closer than recommended in the access guidelines. The feasibility and safety of these changes should be demonstrated and justified with appropriate design standards and best practices.

- Provide more details on the proposed traffic control for the north Portneuf access, which will be a significant expense if either a roundabout or traffic signal is to be constructed. R/W acquisitions will be a large portion of the costs. R/W for future improvements should be given from the development as part of the project if it is to move forward and a either control measure is recommended. Terrain may not allow for it, but the north development approach would function better and make any future traffic signal more feasible if it were to align with the north Portneuf access.
- Conduct traffic signal warrants for the Hospital Way and E. Tery intersection, to determine the need and justification for traffic signal installation. The warrants should be based on the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Idaho Transportation Department (ITD) guidelines.

I appreciate your attention and cooperation in addressing these comments and concerns. If you have any questions or feedback, please let me know.

Michael Neville
Street Manager

From: Neville, Mike
Sent: Friday, February 2, 2024 3:13 PM
To: Lewis, Matthew <mlewis@pocatello.gov>; Quayle, Merril <mquayle@pocatello.gov>
Subject: RE: SPRC 1/30/24

Good afternoon. I am trying to cram my thoughts and notes into a suitable memo. It has been awhile since I sent a development memo so do you have one that I can copy the formatting of or am I overthinking this? Also when is the P&Z hearing on this? Thinking that I might want to attend and sit quietly in the back.

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Tuesday, January 30, 2024 4:02 PM
To: Neville, Mike <mneville@pocatello.gov>
Subject: RE: SPRC 1/30/24

Thanks Mike – As a friendly reminder please submit any comments/conditions/analysis regarding the Hospital View Traffic study preferably in a Memorandum by Tuesday next week 2/6. Thanks in advance.

Matthew G.

From: Neville, Mike <mneville@pocatello.gov>
Sent: Tuesday, January 30, 2024 10:48 AM
To: Lewis, Matthew <mlewis@pocatello.gov>; Quayle, Merril <mquayle@pocatello.gov>
Subject: RE: SPRC 1/30/24

Good morning. I have management class this afternoon so I won't be able to attend. My only concern with this is the Note 5 "Maintain existing exit to S 5th ave". It is currently a single lane exit only approach so "maintaining" would keep it at that single exit only. I would not be in favor of them modifying it to be larger and possibly bi-directional approach. It is too close to the two other driveway approaches in front of the building to meet our guidelines.

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Tuesday, January 30, 2024 10:34 AM

ATTACHMENT B

CONTRACT ZONING AREEMENT

Instrument # 22303854
Bannock County, Pocatello, Idaho
04/24/2023 02:58:20 PM No. of Pages: 6
Recorded for: CITY OF POCATELLO
Jason C. Dixon Fee: $0.00
Deputy: jbrower

CONTRACT ZONING AGREEMENT

THIS AGREEMENT is entered into to be effective the 24th day of April, 2023, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the "City"; and JG Ventures LLC, hereinafter referred to as "the Owner";

WHEREAS, the Owner has made request to the City of Pocatello to rezone by contract approximately 8.75 acres of land to RCP, of which 3.8 acres of the 8.75 acres is a contract rezone, and is located in the 700 block of Hospital Way, Pocatello, and more particularly described on the attached Exhibit "A", from Residential Low Density (RL) to Residential Commercial Professional (RCP), under the terms of the City's contract zoning ordinance, and;

WHEREAS, the Owner's proposal was reviewed by the Planning and Zoning Commission and public comment was taken at a hearing before the City Council; and

WHERAS, based upon the representations heard at the public hearings by both the public at large and the Owner, the City Council has agreed to the rezoning of said land within the City of Pocatello, Idaho, subject to the execution of and compliance with a contract zoning agreement;

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

1. That approximately 8.75 acres of land described in Exhibit A be rezoned by the City from Residential Low Density (RL) to Residential Commercial Professional (RCP) by means of a zoning ordinance duly passed and adopted on December 1, 2022, Ordinance No. 3114, conditioned on and subject to execution of this Agreement.

2. That the rezoning of the land described below is solely for the uses set out in this Agreement, and that any owner(s), co-owner(s), developer(s), agent(s) of owner or developer, assignee(s) of owner(s) or developer(s) and all subsequent owners or developers of the real property that is encumbered by this Agreement shall comply with all conditions, terms, obligations, and duties contained in this Agreement, as well as the following conditions:

a. The subject 8.75 acres parcel shall be given a zoning designation of Residential Commercial Professional (RCP), which is consistent with the Mixed Use (MU) designation of the Comprehensive Plan Map and PMC 17.01.130, "Plan Designation-Zoning District Conversion Chart".

b. A total of approximately 3.8 acres west of the Sagewood Hills Subdivision shall be limited to twenty-four (24) units per acre.

c. A minimum twenty foot (20') transitional landscape buffer shall be provided abutting and west of the Sagewood Hills Subdivision. The area shall be irrigated consisting of at least one (1) tree one 1.5" in caliper for every 20' of property frontage measured in a linear line north to south. This results in a minimum of forty-seven (47) trees. In addition to the tree's, the buffer area shall consist of vegetation ground cover including, but not limited to, decorative grasses, shrubs or low water ground cover.

d. The maximum height of any multifamily-apartment structures within the 3.8 acres contract rezone area shall not exceed 38'6". No additional ten percent (10%) administrative adjustment shall be permitted beyond the 38'6".

e. Any structure constructed within the 8.75 (+/-) acre parcel shall be of an earth-tone color. Reflective materials shall be prohibited. The developer shall use exterior treatments on the multi-family apartment buildings to break up the façade such as but not limited to awnings, variation in materials and color schemes.

f. The form and content of the contract agreement shall be executed as provided under PMC 17.02.170 J.5.

g. Portions of the site have slopes of fifteen percent (15%) or greater, therefore any future development will be subject to PMC 17.05.140, "Slope Development Standards." A slope analysis and geotechnical report will be required as part of future building permit applications or subdivision of the property.

h. Any standards/regulations not herein noted but applicable to the proposed development shall be strictly adhered to.

i. Any activity requiring a separate development or building permit shall comply with applicable regulations.

3. That the zoning designation of Residential Commercial Professional (RCP) shall be allowed for the following uses:

a. Only residential uses shall be placed within a 3.8 acre area places adjacent to the eastern boundary of the JG Ventures Parcel. This effort is employed to create a land use transition (recommended in the City's comprehensive plan) between the medical commercial complex directly to the west of Owner's parcel and the residential use directly to the east of Owner's parcel. The eastern portion of the RCP zone shall be for residential use to provide a transition between existing uses. (See Condition b. above.) Notwithstanding the above, the foregoing language should not be construed as to limit residential in other parts of the rezone but to only limit the contracted 3.8 acres to residential.

b. Residential density within the 3.8 acres shall be held to twenty-four (24) dwelling units per acre within the contract rezoned 3.8 acres which represents a reduction of twenty percent (20%) from the allowed RCP density (30 dwelling per acres). This reduction in the density of dwelling units across the residential area shall provide a transition to occur. (See Condition b. above.) The remaining acreage is not subject to the conditions of the contract rezoned 3.8 acres.

c. In an effort to increase space between the future and existing residential uses, Owner shall double the required buffer space within the 3.8 acre area as defined in Pocatello Municipal Code 17.05.270.A to twenty feet (20') measured along the eastern boundary inward of Owner's parcel. (See Condition c. above.)

d. Structure height shall be reduced within the 3.8 acres residential use area of the contracted 3.8 acre portion. Owner shall limit the structure height to 38'6"; a reduction of over 10% from the RCP allowed height of 45 feet, Dimensional Standards Table 17.03.600 of the City Code. (See condition d. above). The remaining acreage shall be subject to standard RCP conditions.

4. That upon the notification to the City Council by the Director of noncompliance of this contract-zoning agreement for it proposed use, the City Council will consider the adoption of an ordinance reverting the subject real property to its previous land use zoning district or the zone most appropriate at the that time. If this occurs, Pocatello Municipal Code §§17.02.170 (9) and (10) shall apply.

5. That any standards/regulations not herein noted by applicable to the proposed development shall be strictly adhered to.

6. All applicable Federal and State regulations shall be strictly adhered to.

7. That any activity requiring separate development or building permit shall comply with application regulations.

8. Owner acknowledges and agrees that, in accordance with Pocatello Municipal Code §17.02 and Idaho Code § 67-6511A, failure to comply with the terms of the agreement shall result in a rezoning of the real property to its previous zoning district as Residential Low Density (RL), as existing immediately prior to the passage of the rezoning ordinance.

9. This Agreement and all conditions, terms, duties, and obligations included in said agreement shall be an encumbrance on the real property described herein and all conditions shall run with the land.

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

Approved as to form and content:

JARED JOHNSON, City Attorney

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

Wendy Rather for
KONNI R. KENDELL, City Clerk

OWNER:
JG VENTURES, LLC

John Burtenshaw
JOHN A. BURTENSHAW, Member

STATE OF IDAHO)
ss:
County of Bannock)

On this 24th day of April, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

KONNI R. KENDELL NOTARY PUBLIC COMM. #33547 STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in American Falls ID
Commission Expires 3-22-2024

STATE OF IDAHO)
ss:
County of Bonneville)

On this 3rd day of April, 2023, before me, the undersigned, a Notary Public in and for the State, personally appeared John A. Burtenshaw, known or proved to me to be a Member of JG Ventures LLC, and acknowledged to me that he executed the foregoing instrument for and on behalf of said limited liability company and that said limited liability company 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)

MIRANDA McKINLAY
COMMISSION NO. 53337
NOTARY PUBLIC
STATE OF IDAHO

NOTARY PUBLIC FOR IDAHO
Residing in Idaho Falls
Commission Expires 10-3-2026

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751429; THENCE SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, (BASIS OF BEARING BASED ON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 430.99 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTH 00°32'03" WEST, ALONG THE EAST BOUNDARY LINE OF SAID SECTION 25, A DISTANCE OF 944.06 FEET TO THE NORTH 1/16 CORNER ON THE EAST BOUNDARY LINE OF SAID SECTION 25, MARKED BY A BANNOCK COUNTY BRASS CAP, AS DESCRIBED IN CORNER PERPETUATION INST. NO. 751427, ALSO BEING THE NORTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 20725774; THENCE NORTH 89°53'10" WEST, ALONG THE NORTHERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 440.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND, ALSO BEING A POINT ON THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY; THENCE NORTH 00°07'48" EAST, ALONG THE EASTERLY RIGHT OF WAY LINE OF HOSPITAL WAY, A DISTANCE OF 777.00 FEET TO A POINT BETWEEN RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING; THENCE NORTH 69°36'34" EAST , ALONG A LINE THAT DIVIDES RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP) AND RESIDENTIAL LOW DENSITY (RL) ZONING, A DISTANCE OF 476.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 8.75 ACRES MORE OR LESS

ATTACHMENT C

APPLICATION & PRELIMINARY PLAT

PLANNING & DEVELOPMENT SERVICES
PO Box 4169, 911 NORTH 7 AVENUE
POCATELLO, IDAHO 83205
PHONE (208)234-6184; FAX (208)234-6586
planning@pocatello.us

PRELIMINARY PLAT APPLICATION

Received Date: 12.1.23 Hearing Date: 1.10.2024 Application #: 23-2982
Staff Assigned: ML Reference #: 1212596807 Receipt Date: 12.4.2023
Pre-App Review: _____

Filing Fee: $565.00 + number of address labels 62 **x $2.00 per label = $** $124.00 **+ Engineering Survey Accuracy Review $250 + the number of lots** 21 **x $25 per lot =** $525.00 **for a Total Due of $** $1,464.00**.**

Applicant/Owner:
Name: JG Ventures, LLC
Address: 5183 EAST 21 SOUTH
City, ST, ZIP: AMMON, ID, 83401
Phone: 435-671-3285
Email: JAKE@HEYWOODDEVELOPMENT.COM

Representative (if applicable):
Name: HORROCKS ENGINEERS
Address: 2194 SNAKE RIVER PARKWAY STE 205
City, ST, ZIP: IDAHO FALLS, ID, 83402
Phone: 208 522 1223
Email: BRYCE.MARSH@HORROCKS.COM

Engineer/Surveyor:
Name: HORROCKS ENGINEERS (BRYCE MARSH)
Address: 2194 SNAKE RIVER PARKWAY STE 205
City, State, Zip: IDAHO FALLS, ID, 83402
Phone: 208 522 1223
Email: BRYCE.MARSH@HORROCKS.COM

Project Information:
Proposed Subdivision Name: HOSPITAL VIEW Is this a replat? ☐ Yes ● No
Zoning: RCP WITH CONTRACT REZONE Comprehensive Plan Designation: MIXED USE
Legal Description & Deed Instrument Number: REFER TO SUBDIVISION GUARANTEE
Location (Section, Township, Range): S. 25, T. 6 S., R. 34. E.
General Location: PROJECT IS LOCATED EAST OF PORTNEUF HOSPITAL ON HOSPITAL WAY
Total Acreage: 13.12 AC Total Number of Lots: 21

TERMS AND CONDITIONS

The approval of this application does not permit the violation of any section of the Building Code or other Municipal Codes.

This application shall not be considered complete, nor will a public hearing date be scheduled, until all required information, identified on the application checklist, has been submitted and verified by City staff.

The applicant or a representative must be present at the scheduled public hearing.

If the applicant is not the legal owner of record of the property, then an Affidavit of Legal Interest, signed by the owner, must be submitted with the application.

I hereby acknowledge that I have read this application and state that the above information is correct and agree to the above terms and conditions.

Signature of Applicant:

Dated: 12/1/23

Planning & Development Services

PRELIMINARY PLAT SUBDIVISION CHECKLIST

Name of Sudivision: HOSPITAL VIEW Application #: 23-2982

Applicant	City Staff	Requirements
☑	☐	All documents submitted in individual electronic PDF Format
Preliminary Plat Application:		
☑	☒	Completed Preliminary Plat Subdivision Application
☑	☐	All fees paid
☑	☒	A Microsoft Excel file containing all of the names and addresses of current property owners within a 300-foot radius of the subject property.
☑	☒	One (1) 18"x24" digital copy of the plat drawn to standards specified in the subdivision ordinance.
☑	☒	Applicant's evidence of ownership (recorded deed). If the applicant is not the owner, then notarized Affidavit of Legal Interest from the owner of record.
☑	☒	Current title report covering the proposed subdivision (within last 30 days). Or letter from original title company certifying there has been no changes from the original title report.
☑	☐	If a replat, a copy of the original subdivision plat.
Drawings: One (1) 18"x24" digital copy		
☑	☒	Plat stamped and signed by a professional surveyor licensed in the State of Idaho.
☑	☒	Vicinity map showing relative project location.
☑	☒	Boundaries of the tract with dimensions and phases indicated (if applicable).
☑	☒	Subdivision layout (lots, blocks, streets, alleys, etc.) w/ dimensions and each lot area in square feet.
☑	☒	Description of adjacent lands. (Instrument number and owners name)
☑	☒	North arrow and legible scale with symbols, legend, and date of preparation.
☑	☒	Location of physical encroachments upon the boundaries of the tract (if applicable).
☑	☒	Typical street cross sections showing curbs, gutters, sidewalks, & landscape strips.
☑	☒	Site plan with contours at 2-foot interval showing existing topography, water features, flood-plain, drainage, etc.
☑	☒	The plat shall detail the entire area scheduled for development where the proposed subdivision is only a portion of a larger tract of land intended for subsequent and eventual development.
☑	☒	Rights-of-way, easements and dedications with dimensions and uses identified (proposed and existing).
☑	☒	Street names, location, width, center line bearing and distance.
☑	☒	Utility locations (sewer, water, storm, and utilities).
☑	☒	Storm water drainage (retention/detention) locations and discharge point.
☑	☒	Preliminary drainage calculations (estimated runoff coefficient and detention volume).
☑	☒	If any portion of the property includes slope greater than 15%, a slope analysis must be included, pursuant to Code Section 17.05.140.

Applicant	City Staff	Requirements
☑	☒	A traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook". A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application.

Note: This is not an all inclusive list, but is meant to act as an aid to those who develop in the City.

AFFIDAVIT OF MAILING LIST

1. The undersigned is the applicant or authorized representative of the applicant.

2. The undersigned understands that the City of Pocatello requires the applicant to provide a Microsoft Excel file containing all of the names and addresses of current property owners within a 300-foot radius of the subject property. **The list shall be based on the most current equalized assessment rolls acquired from the Bannock County Assessor's Office.**

3. The undersigned ensures that the persons named, together with their mailing addresses as shown on the project mailing list attached herewith, are all the owners of property situated within 300 feet of the property, as their said names and mailing addresses are set forth on the latest equalized assessment rolls as acquired from the Bannock County Assessor's Office.

4. **The foregoing is true under penalty of perjury.**

Dated: 27Th November, 2023

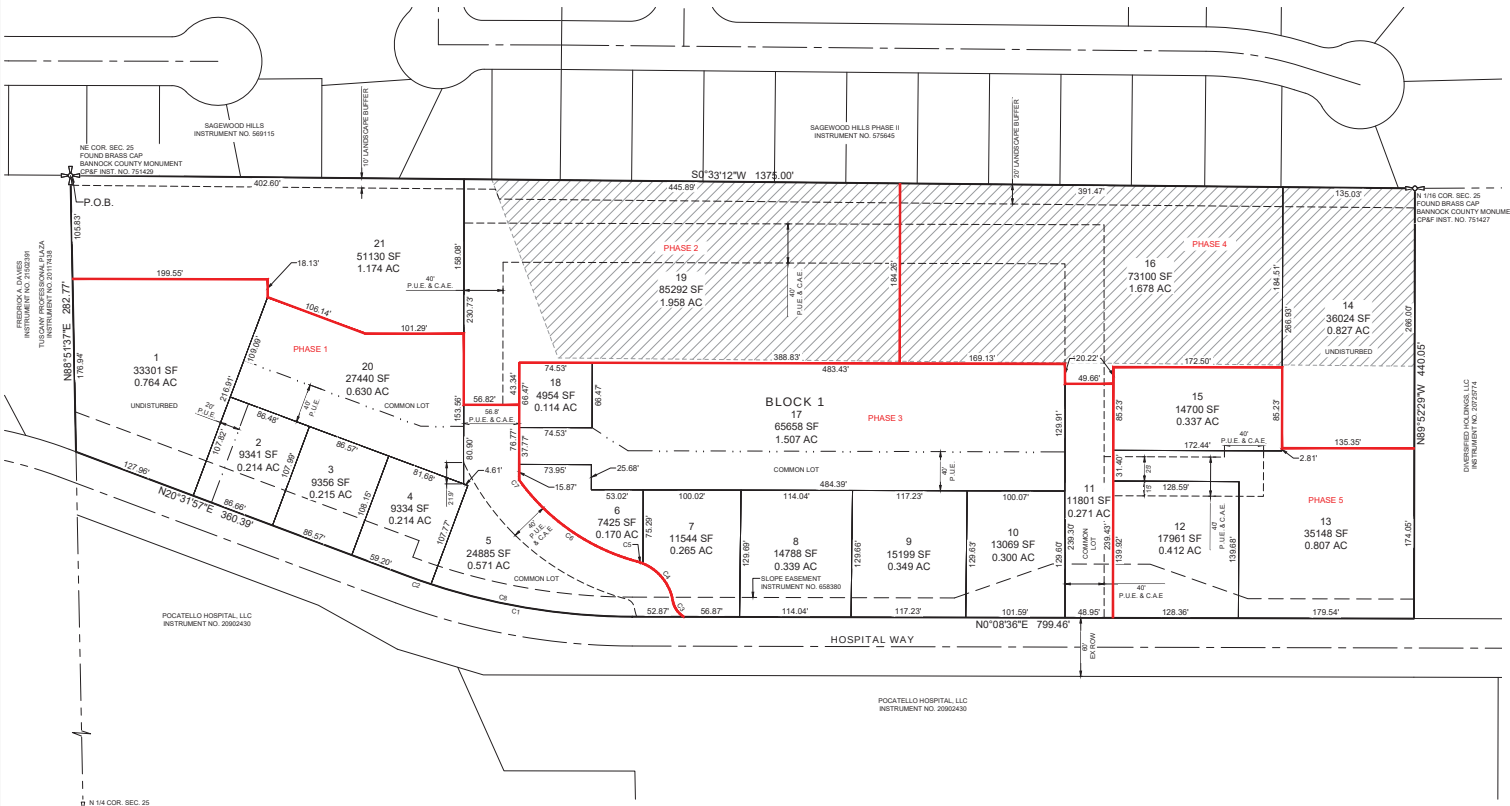
Signature: John Burtenshaw

Name (please print): John Burtenshaw

Mailing Address: 5183 E. 21 South

City: Ammon State: ID Zip 83406

PRELIMINARY PLAT
FOR
HOSPITAL VIEW
LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2023-



LEGEND

- PLSS CORNER
- BOUNDARY LINE
- LOT LINE
- STREET CENTERLINE
- SECTION LINE
- TIE LINE
- PUBLIC UTILITIES EASEMENT (P.U.E.) & CROSS ACCESS EASEMENT (C.A.E.) WIDTH AS SHOWN
- PUBLIC UTILITIES EASEMENT (P.U.E.)
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITIES EASEMENT
- C.A.E. CROSS ACCESS EASEMENT
- CONTRACT REZONE (3.8 AC)
- PHASE LINE

OWNERS/DEVELOPERS:
JG VENTURES, LLC
5183 EAST 21 SOUTH
AMMON, ID 83401
PHONE: 435-671-3285
EMAIL: JAKE@HEYWOODEVELOPMENT.COM

ENGINEER/PLANNER
HORROCKS ENGINEERS
BRYCE MARSH, P.E.
2194 SNAKE RIVER PARKWAY
SUITE 205
IDAHO FALLS, ID. 83402
(208) 522-1223

SURVEYOR
CREEK HOLLOW & ASSOC., INC.
CHRISTOPHER ADAMS, PLS
611 WILSON AVE, SUITE 1A
POCATELLO, ID 83201

ACREAGE SUMMARY
TOTAL = 13.12 ACRES

LOT SUMMARY
BUILDABLE LOTS = 15
NON-BUILDABLE LOTS = 6
TOTAL LOTS = 21
AVERAGE BUILDABLE SIZE = 18,989 SF

FLOOD PLAIN
PROPERTY IS ZONED X (HAZARD)
PER FEMA FLOOD PANEL
16005C0356E/16005C0243D
EFFECTIVE DATE: 7/22/20;7/6/09

FIRE DISTRICT
POCATELLO FIRE DISTRICT 1

WATER PROVIDER
CITY OF POCATELLO

SEWER PROVIDER
CITY OF POCATELLO

STORM WATER RETENTION
ALL STORM WATER TO BE DETAINED IN SURFACE OR SUB-SURFACE RETENTION BASINS

ROADWAY JURISDICTION
CITY OF POCATELLO

ZONING
RCP WITH CONTRACT REZONE

NOTES

1. ALL BUILDING SETBACK DISTANCES AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE CITY OF POCATELLO ZONING REGULATIONS.
2. STORM WATER DESIGN SHALL FOLLOW THE PORTNEUF VALLEY STORMWATER DESIGN MANUAL (MAY 2015) AND EACH LOT SHALL BE RESPONSIBLE FOR STORMWATER MITIGATION.
3. ALL INTERNAL ACCESS TO BE PRIVATE.
4. LOTS 5, 11, 17, & 20 ARE COMMON LOTS.
5. LOTS 17 & 20 TO HAVE BLANKET CROSS ACCESS EASEMENTS
6. LOTS 1 AND 14 ARE TO BE UNDISTURBED AND NON-BUILDABLE IN ACCORDANCE WITH 17.05.140: SITE AND BUILDING DEVELOPMENT GUIDELINES.

CONTRACT REZONE SUMMARY

1. REFER TO INSTRUMENT NUMBER 2230364
2. RCP ZONING OF 8.75 ACRES WITH 3.8 ACRES OF CONTRACT REZONE
2.1 DENSITY LIMITED TO 24 UNITS/ACRE
2.2 20' LANDSCAPE BUFFER OF EASTERN PROPERTY LINE.
2.3 MAXIMUM MULTIFAMILY BUILDING HEIGHT OF 38'-6"
2.4 RESIDENTIAL USE

SHEET INDEX

PP1.0 LOT DIMENSIONS
PP1.1 NATURAL FEATURES, UTILITIES, AND TYPICAL SECTIONS
PP1.2 SLOPE ANALYSIS
PP1.3 PRELIMINARY GRADING

BASIS OF BEARING

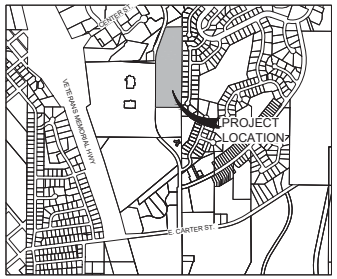
CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM.

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25, BEING MARKED BY BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751429, ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAGEWOOD HILLS, INSTRUMENT NO. 569115, AND SAGEWOOD HILLS PHASE II, INSTRUMENT NO. 575645, SOUTH 00°33'12" WEST 1375.00 FEET TO THE NORTH SIXTEENTH CORNER OF SAID SECTION 25, BEING MARKED BY A BRASS CAP BANNOCK COUNTY MONUMENT AS SHOWN ON CORNER PERPETUATION AND FILING, INSTRUMENT NO. 751427; THENCE NORTH 89°52'29" WEST 440.05 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF HOSPITAL WAY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES; (1) NORTH 00°08'36" EAST 799.46 FEET TO A POINT OF TANGENCY WITH A 664.49 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEAST OF WHICH RADIUS BEARS SOUTH 89°51'24" EAST; (2) THENCE NORTHEASTLY 236.46 FEET ALONG THE ARC OF SAID 664.49 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°23'21" AND A LONG CHORD THAT BEARS NORTH 10°20'17" EAST 235.22 FEET; (3) THENCE NORTH 20°31'57" EAST 360.39 FEET TO THE SOUTHWEST CORNER OF TUSCANY PROFESSIONAL PLAZA, INSTRUMENT NO. 20117438; THENCE ALONG THE SOUTH LINE OF SAID TUSCANY PROFESSIONAL PLAZA, NORTH 88°51'37" EAST 282.77 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 13.119 ACRES



VICINITY MAP
SCALE: NTS

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	209.37'	664.49'	18°03'10"	N9°10'11"E	208.50'
C2	27.10'	664.49'	2°20'11"	N19°21'52"E	27.09'
C3	20.86'	24.50'	48°46'53"	S55°33'05"W	20.23'
C4	50.65'	50.50'	57°27'52"	S51°12'35"W	48.55'
C5	6.47'	50.50'	7°20'41"	S18°48'19"W	6.47'
C6	147.48'	219.51'	38°29'42"	N34°22'51"E	144.73'
C7	2.01'	219.52'	0°31'25"	N54°07'49"E	2.01'
C8	209.37'	664.49'	18°03'10"	N9°10'11"E	208.50'

HORROCKS ENGINEERS
2194 Snake River Pkwy., Suite 205
Idaho Falls, ID 83402
(208) 522-1223
www.horrocks.com

WARNING
IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

REVISIONS
REV# | DATE

DRAWING INFO
DATE: 11/01/2023
DESIGNED: MB/CL/TSB/JM
DRAWN: MB/CL/TSB/JM
CHECKED: LTS/BJM
PROJECT: ID-7940-23

PRELIMINARY
NOT FOR CONSTRUCTION

HOSPITAL VIEW
POCATELLO, IDAHO
PRELIMINARY PLAT
LOT DIMENSIONS

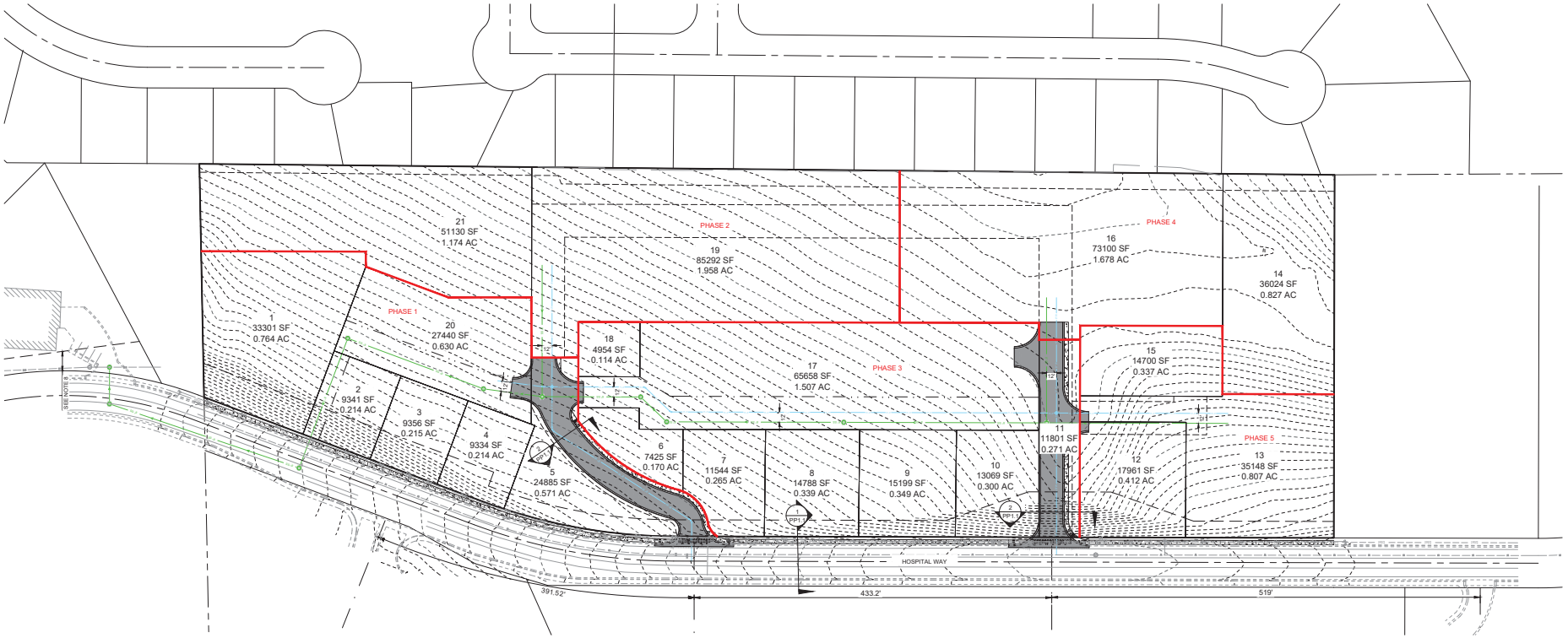
PROFESSIONAL LAND SURVEYOR REGISTERED 12457 PRELIMINARY STATE OF IDAHO CHRISTOPHER ADAMS

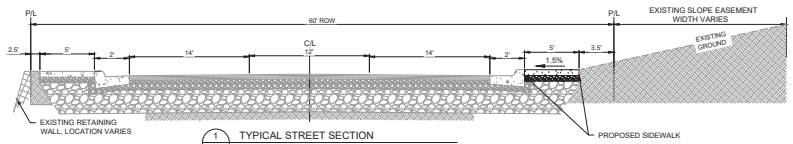
PP1.0

H:\2023\id-7460-23 jb hospital way multi-use\project data\02 CAD\2.03 sheet files\preliminary plat\PP1.0 PRELIMINARY PLAT.dwg - PRELIMINARY PLAT - 12/01/2023 09:07am, tyler.melander

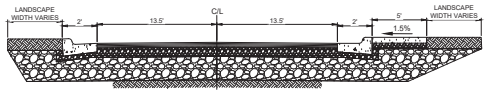
PRELIMINARY PLAT
FOR
HOSPITAL VIEW

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2023-





1 PP1.1 TYPICAL STREET SECTION
HOSPITAL WAY (EXISTING)
NTS



2 PP1.1 PRIVATE DRIVEWAY
HOSPITAL WAY DEVELOPMENT
NTS

PRELIMINARY PLAN NOTES

1. UTILITIES SHOWN AS APPROXIMATE LOCATION AND INTENDED TO MEET THE DESIGN STANDARDS SET FORTH BY THE CITY OF POCATELLO.
2. SITE IMPROVEMENTS AND UTILITIES ARE SHOWN CONCEPTUAL ONLY. FUTURE SITE IMPROVEMENTS TO BE SHOWN AT TIME OF SITE PLAN.
3. FIRE HYDRANTS TO BE SHOWN AT TIME OF SITE PLAN AND ANTICIPATED TO BE SPACED AT 300' MINIMUM; FIRE HOUSE PULL LENGTHS ANTICIPATED TO BE 400' FOR NON SPRINKLED BUILDINGS AND 600' FOR SPRINKLED BUILDING OR AS IDENTIFIED IN THE APPROPRIATE CODE.
4. SOLID WASTE LOCATIONS TO BE DETERMINED AT TIME OF SITE PLAN AND SHALL BE FRONT LOADED WITH A CLEAR ZONE OF 60'-90'
5. A WATER MODEL WILL BE PERFORMED BY DEVELOPER AT TIME OF SITE DEVELOPMENT FOR CITY'S REVIEW
6. UTILITIES ARE SHOWN CONCEPTUALLY WITH THE ABILITY TO SERVE EACH LOT. FINAL UTILITY LOCATIONS AND ASSOCIATED PUE EASEMENTS WILL BE DETERMINED AT TIME OF SITE PLAN.
7. CONTOURS SHOWN AT 2' MINOR AND 10' MAJOR INTERVALS
8. EXISTING EASEMENT FOR SANITARY SEWER AND OTHER PUBLIC UTILITIES

PRELIMINARY STORM DRAINAGE CALCULATIONS

	BASIN A	BASIN B
DESIGN STORM 50 YR	9.82	3.3
AREA (ACRES)	5	5
TIME OF CONCENTRATION (MIN)	0.77	0.67
WEIGHT C POST	6.82	2.49
ALLOWABLE RELEASE RATE (CFS)		
MINIMUM STORAGE REQUIRED	14179	3589

PREDEVELOPMENT RELEASE RATE

	BASIN A	BASIN B
TIME OF CONCENTRATION (MIN)	12.5	10
C PRE	0.25	0.25
INTENSITY (IN/HR)	2.78	3.01
AREA (AC)	9.82	3.3
Q OUT (CFS)	6.82	2.49

PRELIMINARY STORM DRAINAGE NARRATIVE

STORM WATER TO BE DETAINED ON SITE AND RELEASED AT PRE-DEVELOPMENT RATES IN ACCORDANCE WITH THE PORTNEUF VALLEY STORMWATER DESIGN MANUAL. STORWATER STORAGE TO BE A COMBINATION OF SURFACE AND SUBSURFACE STORAGE BY INDIVIDUAL LOTS TO MEET MINIMUM STORAGE VOLUMES. BASED ON GEOTECHNICAL REPORT STORMWATER IS RECOMMENDED TO BE DETAINED AND RELEASED AT PREDEVELOPMENT RATES TO CONTROL SLOPE INTEGRITY. A STORMWATER MASTER PLAN SHALL BE PREPARED AT THE TIME OF SITE DEVELOPMENT.

PROFESSIONAL ENGINEER LICENSED STATE OF IDAHO BRYCE MARSH PRELIMINARY

HORROCKS ENGINEERS
2194 Snake River Pkwy., Suite 205
Idaho Falls, ID 83402
(208) 522-1223
www.horrocks.com

WARNING
IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

REVISIONS
REV # | DATE

DRAWING INFO
DATE 11/01/2023
DESIGNED MB/CL/TSB/JM
DRAWN MB/CL/TSB/JM
CHECKED LTSB/JM
PROJECT ID-7940-23

SEE GENERAL NOTES SHEET

PRELIMINARY
NOT FOR CONSTRUCTION

HOSPITAL VIEW
POCATELLO, IDAHO

PRELIMINARY PLAT
NATURAL FEATURES, UTILITIES, & TYPICAL SECTIONS

PP1.1

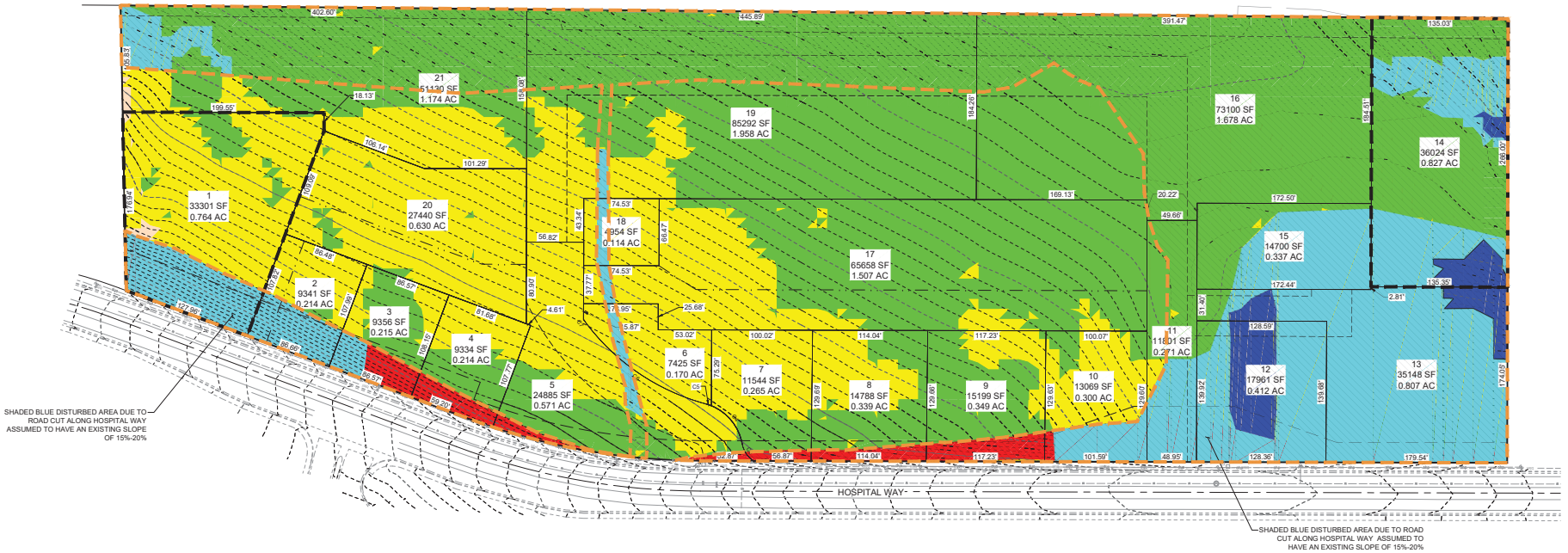
H:\2023\id-7460-23 jb hospital way multi-use\project data\02 CAD\2.03 sheet files\preliminary plat\PP1.1 NATURAL FEATURES & TYP SECTION.dwg - PRELIMINARY PLAT - 12/01/2023 09:07am, tyler.melander

ATTACHMENT D

SLOPE ANALYSIS W/ AERIAL PHOTOGRAPHY

PRELIMINARY PLAT
FOR
HOSPITAL VIEW

LOCATED IN THE NORTHEAST QUARTER OF SECTION 25,
TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO
-2023-



Slopes Table				
Number	Minimum Slope	Maximum Slope	Area	Color
1	0.01%	15.00%	314603.82	
2	15.00%	25.00%	213176.98	
3	25.00%	35.00%	11140.12	
4	35.00%	1000.00%	32515.61	

Existing Disturbed Area Table				
Previous Disturbed Area	Minimum Slope	Maximum Slope	Area	Color
Entire Site	-	-	260,224.91	
Partial Site	0%	14.99%	122,818.47	
Partial Site	15%	24.99%	93,945.71	
Partial Site	25.00%	34.99%	10,945.12	
Partial Site	35.00%	1000%	32,515.61	

Overall Site Area & Impact Disturbance Table	
Total Site Area	13.12 Acres
Previous Disturbed Area	5.97 Acres
To Be Disturbed Area	5.77 Acres
Preserved Area	1.37 Acres

SLOPE ANALYSIS NOTE:

1. THIS SLOPE ANALYSIS WAS DEVELOPED UTILIZING HISTORICAL AERIAL IMAGERY TO IDENTIFY DISTURBED AREA. REFER TO EXHIBIT A , FOR DOCUMENTATION.
2. A MINIMUM OF 1.37 ACRES TOTAL AREA TO REMAIN UNDISTURBED. AREA TO BE COMPRISED OF LOT 1 & LOT 14, AS SHOWN 1.591 ACRES SHOWN FOR REFERENCE. FINAL LOCATION AND LOTS TO BE DETERMINED AT FINAL PLAT AND SHOWN ACCORDINGLY.
3. PRESERVED AREA CALCULATIONS ADHERED TO CODE 17.05.100 SLOPE DEVELOPMENT STANDARDS BY FOLLOWING TABLE 17.05.140. THE PRESERVED AREA IS THE PRODUCT OF SUBTRACTING THE PREVIOUSLY DISTURBED AREA FROM EACH SLOPE BAND MULTIPLIED BY THE CORRESPONDING MAXIMUM PERCENT SITE DISTURBANCE ALLOWED.

LEGEND

PROPOSED UNDISTURBED AREA BOUNDARY

EXISTING DISTURBED AREA BOUNDARY

PROFESSIONAL ENGINEER LICENSED 18348 PRELIMINARY STATE OF IDAHO BRYCE MARSH

HORROCKS ENGINEERS
2194 Snake River Pkwy., Suite 205
Idaho Falls, ID 83402
(208) 522-1223
www.horrocks.com

SCALE: 1" = 50'

WARNING
IF THIS BAR DOES NOT MEASURE 2" THEN DRAWING IS NOT TO SCALE

REVISIONS
REV # | DATE
1 | 10/11/2023
SEE GENERAL NOTES SHEET

DRAWING INFO
DATE 01/08/2024
DESIGNED MB/CL/TSB/JM
DRAWN MB/CL/TSB/JM
CHECKED LT/SB/JM
PROJECT ID-7940-23

PRELIMINARY
NOT FOR CONSTRUCTION

HOSPITAL VIEW
POCATELLO, IDAHO

PRELIMINARY PLAT

SLOPE ANALYSIS

PP1.2

H:\2023\ID-7460-23 JB Hospital Way Multi-Use\Project Data\02 CAD\2.03 Sheet Files\Preliminary Plat\PP1.2 SLOPE ANALYSIS.dwg - PRELIMINARY PLAT - 1/08/2024 05:36pm, bryce.marsh

EXHIBIT A
APPROX. SUBJECT
PROPERTY LOCATION
NETRONLINE 1969

EXHIBIT A
APPROX. SUBJECT
PROPERTY LOCATION
NETRONLINE 1980

EXHIBIT A
APPROX. SUBJECT
PROPERTY LOCATION
NETRONLINE 1993

EXHIBIT A
Google Earth
Image © 2023 Airbus
Hospital Way
APPROX. SUBJECT PROPERTY LOCATION
400 ft
N
GOOGLE EARTH 2023

ATTACHMENT E

TRAFFIC IMPACT STUDY

Executive Summary

SITE LOCATION

The proposed development is located on the east side of Hospital Way in Pocatello, Idaho. There are two proposed accesses onto Hospital Way.

DEVELOPMENT DESCRIPTION

The proposed development is planned to be built out in 2027. The project is expected to build 139 multifamily residential units, medical clinics, general and medical/dental office space, two fast-food restaurants, and a bank.

PRINCIPAL FINDINGS

The following are the principal findings recorded in this report:

- The proposed development is expected to generate 385 trips in the AM peak hour and 442 trips in the PM peak hour.
    - With pass-by trips, it is expected to generate 290 new trips in the AM peak hour and 331 new trips in the PM peak hour.
- The distance from the North Portnuef Hospital Access and the North Development Access and the distance between the South Development Access and South Portnuef Hospital Access meet the *BTPO Access Management Guidelines* for offset spacing on a minor arterial. The distance from the North Development Access to the South Development Access does not meet the *BTPO Access Management Guidelines* for full movement accesses on the same side of a minor arterial. It does meet the required spacing for a collector road may be acceptable with the concurrence of the City of Pocatello.
- In the existing conditions, the study intersections are operating at an acceptable Level of Service (LOS).
- In the 2027 background condition, without the addition of development traffic, the study intersections are operating at an acceptable LOS.
- In 2027 with the addition of the development traffic it is expected that the intersection of Hospital Way and the North Portnuef Hospital Access will operate at LOS E in the PM peak hour.
- There is an existing two-way left-turn lane (TWLTL) that will be used as dedicated left-turn lanes into the proposed development. Right turn lanes are not warranted through 2037.
- In the 2032 background condition, without the addition of development traffic, the study intersections are operating at an acceptable LOS.
- In 2032 with the addition of the proposed development traffic, it is expected that the intersection of Center Street and Hospital Way will operate at LOS F in the AM peak hour and

that the intersection of Hospital Way and the North Portnuef Hospital Access will operate at LOS E in the PM peak hour as an all-way stop-controlled (AWSC) intersection.

- In the 2037 background condition, without the addition of development traffic, it is expected that the intersection of Hospital Way and the North Portnuef Hospital Access will operate at LOS F in the PM peak hour.
- In 2037 with the addition of the proposed development traffic, it is expected that the intersection of Hospital Way and Terry Street will operate at LOS E in the AM and PM peak hours.

RECOMMENDATIONS

Based on the analysis in the report, the following are recommended to mitigate delay:

- To meet the access guidelines for a minor arterial the North and South Development Accesses will need to be spaced 660 feet apart or one of them will need to be a right-in right-out access. Hospital Way currently functions more like a collector road than an arterial, so 435 feet between the proposed accesses may be acceptable with the concurrence of the City of Pocatello. The offset Hospital accesses meet the access guidelines for a minor arterial.
- It is assumed that the TWLTL on Hospital Way will become dedicated left-turn lanes into the proposed project accesses. Right-turn lanes are not warranted through 2037.
- In 2027 without the proposed development traffic, an AWSC intersection, roundabout, or a signalized intersection is recommended at the intersection of Hospital Way and the North Portnuef Hospital Access.
    - With an all-way stop, the northbound approach is expected to operate at LOS E.
    - A signal would be 900 feet away from the signal at Center Street and Hospital Way, which is closer than typically recommended for signal spacing.
- In 2027 with the addition of the development traffic, an all-way stop or a signal is recommended at the intersection of Hospital Way and North Portnuef Hospital Access with the considerations described in the previous bullet.
- By 2032 with the addition of the proposed development traffic, it is recommended that the intersection of Hospital Way and the North Portnuef Hospital Access be upgraded to a signal. It is also recommended that an eastbound free-right movement be added at the intersection of Center Street and Hospital Way.
- By 2037 with the additional traffic, it is recommended that an all-way stop be installed at the intersection of Hospital Way and Terry Street.
    - Both Hospital Way and Terry Street are minor arterials, so an all-way stop may not be an appropriate traffic control. It may be an interim measure while a signal warrant study is being conducted.

- In all of the future scenarios, the 95th percentile queue length should be used to determine the length of storage needed at each intersection. Signal warrant studies should be performed as needed to determine the timing of the proposed signals.

Table E.1 summarizes the recommendations for each scenario. It is assumed that recommendations made in previous scenarios have been implemented in future scenarios. Signal warrant studies should be conducted in the future as the intersections reach unacceptable delays. Recommendations in the scenarios with the proposed development traffic included are as a result of the added traffic from the Hospital Way development and are at least partially the responsibility of the development to mitigate.

Table E.2 shows the percentage of the total 2027 traffic that comes from the Hospital Way development.

Table E. 1-Recommendation Summary

Intersection	Existing	2027		2032		2037	
		Background	with Development	Background	with Development	Background	with Development
Clark Street & 19th Avenue	TWSC	--	--	--		--	--
Center Street & 19th Avenue	TWSC	--	--	--		--	--
Center Street & Hospital Way	Signal	--	--	--	Free Eastbound Right Turn	--	--
Hospital Way & North Portnuef Hospital Access	TWSC	--	AWSC or Signal[1]	--	Signal[2]	AWSC or Signal[3]	--
Hospital Way & South Portnuef Hospital Access	TWSC	--	--	--	--	--	--
Hospital Way & Terry Street	TWSC	--	--	--	--	--	AWSC[3]
Terry Street & 19th Avenue	AWSC	--	--	--	--	--	--
Hospital Way & North Development Access	--	--	--	--	--	--	--
Hospital Way & South Development Access	--	--	--	--	--	--	--

[1]AWSC expected to have movements at LOS E, signal would be 900 feet from Center Street signal.
[2]900 feet from Center Street signal
[3]AWSC at the intersection of minor arterials

Table E. 2-Percent Development Traffic at Buildout (2027)

Intersection	AM Peak Hour	PM Peak Hour
Clark Street & 19th Avenue	1%	1%
Center Street & 19th Avenue	1%	1%
Center Street & Hospital Way	14%	16%
Hospital Way & North Portnuef Hospital Access	18%	21%
Hospital Way & South Portnuef Hospital Access	12%	14%
Hospital Way & Terry Street	13%	13%
Terry Street & 19th Avenue	9%	12%
Hospital Way & North Development Access	30%	34%
Hospital Way & South Development Access	25%	29%

Agenda Item #10

Executive Summary

To: Mayor Blad and City Council

From: Hannah Sanger, Science & Environment Administrator

Date: May 15, 2025 City Council meeting

Re: The Land Group Consulting Contract

Staff recommend that Council authorize the Mayor's signature on a contract for $106,775 with The Land Group, subject to Legal Department review. These contract expenses are covered by the USFS Western States Fire Managers (WSFM) grant, administered through the Idaho Department of Lands, with a 20% match provided by staff time. (ACTION ITEM)

Grant funds will be used to design waterwise and firewise landscaping in the following areas (in accordance with City Council priorities):

- Pocatello Creek Interchange
- Center/Clark interchange (west side)
- Northgate from interstate to round about
- S. 5th/4th and Pocatello Ave from Oak Street to Center Street
- S. 5th by the Pocatello sign/Chief sign

Public input will be gathered during the design process and the City Council will be presented with the final designs for review.

Additionally, once this design is complete, the City will solicit bids for implementation of at least part of the Pocatello Creek interchange project, depending on funding.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with The Land Group (Enviro)
DATE: April 24 2025

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. The City has entered into similar agreements in the past.

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

SHORT FORM OF AGREEMENT BETWEEN CITY OF POCATELLO AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Pocatello, Idaho (Owner) and **The Land Group, Unique Entity Identifier:** WZ9YW1148LB8 (Consultant).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as **"Pocatello Creek Interchange Landscaping Redesign for the City of Pocatello, ID"** (Project).

Consultant's services under this Agreement (Services) are generally identified as follows: **conduct a landscape design funded by the USDA USFS Western States Fire Managers Grant (Sub-awarded through the Idaho Department of Lands Grant Agreement No. 23WFM-Pocatello)**. Refer to **Attachment A, Consultant's Scope of Work**.

Owner and Consultant further agree as follows:

1.01 Services of Consultant

A. Consultant shall provide or furnish the Services set forth in this Agreement as described in **Attachment A**, and any Additional Services authorized by Owner and consented to by Consultant.

2.01 Owner's Responsibilities

A. Owner shall provide Consultant with existing Project-related information and data in Owner's possession and needed by Consultant for performance of Consultant's Services. Owner will advise the Consultant of Project-related information and data known to Owner but not in Owner's possession. Consultant may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Consultant's assessment of initially-available Project information and data, and upon Consultant's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project- related information and data as is reasonably required to enable Consultant to complete its Services; or, with consent of Consultant, Owner may authorize the Consultant to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out its other responsibilities in a timely manner so as not to delay Consultant's performance. Owner shall give prompt notice to Consultant whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Consultant's Services, or (2) any development that affects the scope or time of performance of Consultant's Services.

C. **GIS Data Availability**: The City will make available to the Consultant, at no cost, the necessary GIS data. This data will include, but not be limited to, parcels, rights-of-way, easements, road centerlines, curb, gutter and sidewalk, pavement limits, traffic signals, ITS infrastructure, sign locations, storm drain pipes, storm drain structures, sanitary sewer infrastructure, potable water infrastructure, bridges, water features/canals, contours, and aerial imagery.

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1. GIS Data Restriction: Consultant agrees to restrict its use of the City's GIS data base information solely for the purpose of preparing information related to projects as specified in Exhibit A on behalf of the City.

2. GIS Data Security: Consultant agrees to secure the GIS data obtained from the City on a secure, non-public system. Consultant agrees to destroy any duplicated GIS data base information maintained by Consultant and to return any GIS data base information to the City upon completion of compiling digital information regarding projects done on behalf of the City.

3. GIS Data Usage Acknowledgments: Consultant acknowledges that some of the City's GIS data base information is subject to Homeland Security restrictions and agrees to limit its access to such information to its application to projects on behalf of the City. The parties agree that the copyright for information from the City's GIS shall remain the property of the City. Consultant agrees that no sale, copying, dissemination, or use other than specified herein of the GIS information is allowed without the written consent of the City.

3.01 Schedule for Rendering Services

A. Consultant shall complete its Services within the following specific time period: See **Attachment A**. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Consultant may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Consultant for any such suspension; and (3) if any payment due Consultant remains unpaid after 90 days, Consultant may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Consultant is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external

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expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.

E. Basis of Payment

1. Consultant shall invoice City on a time and materials basis. Labor shall be based on the labor rates shown in Attachment A. The total contract shall be a fixed fee amount not to exceed the amount approved in the Scope of Work, shown in **Attachment A.**

a. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's effort actually completed during the billing period.

5.01 Additional Services: An additional services amount may be included in this Agreement. If so, the Owner will determine if additional services are required beyond the services outlined in Attachment A. When additional services are required the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Consultant's standard hourly rates are attached in **Attachment A**.

5.02 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Consultant may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Consultant's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or

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furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Consultant's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Consultant has terminated the Agreement for cause, then Consultant will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional Consultanting and related services performed or furnished by 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.

C. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction

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contract documents, other than those made by Consultant.

F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Consultant agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Consultant.

I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights

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at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance- related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

9.01 INSURANCE

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A. The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

B. The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the City (if applicable), otherwise for one (1) year after acceptance of the work by the City.

C. Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

D. The Consultant shall provide the City with certificates of insurance within ten (10) days of the Notice to Proceed.

9.02 NON-APPROPRIATION

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to appropriation or other availability of funds.

9.03 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.04 Anti-Boycott Israel Act

A. Contractor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

9.05 Ownership or Operation by China

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

Attachments: Attachment A Scope of Work and Consultant's Standard Hourly Rates

Attachment B Grant Agreement No. 23WFM-Pocatello for the City of Pocatello's USDA USFS Western States Fire Managers Grant (Sub-awarded through the Idaho Department of Lands)

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This Agreement's Effective Date is _____, 2025.

Owner:	Consultant:
City of Pocatello	The Land Group (name of organization)
By: _____ (Brian C. Blad)	By: _____ (authorized individual's signature)
Date: _____ (date signed)	Date: 22 APR 2025 (date signed)
Name: Brian C. Blad (typed or printed)	Name: Doug Russell (typed or printed)
Title: Mayor (typed or printed)	Title: Principal (typed or printed)
Address for giving notices:	Address for giving notices:
PO Box 4169	462 E. Shore Drive
Pocatello, ID 83201	Eagle, ID 83616

EJCDC® E-520, Short Form of Agreement Between Owner and Consultant for Professional Services.
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Project Scope Elements – "Attachment A"

Include fee schedule

April 22, 2025

Hannah Sanger
City of Pocatello
911 N 7th Avenue
Pocatello, ID 83205

RE: Pocatello Interchange Landscape Redesign | Pocatello, ID
Proposal for Professional Services | PN 125018

Dear Hannah,

I am pleased to provide you with this scope of work and fee proposal for professional design services associated with the Pocatello Interchange Landscape Redesign for the City of Pocatello (Client). The Land Group (TLG) is excited to provide landscape architecture services for this project.

I. Project Description

This is a fuels reduction project to develop/establish green fuel breaks within interstate interchanges and road rights-of-way with a dual purpose: 1) to demonstrate sites that showcase locally adapted, low-water, fire resistive vegetation options, and 2) to provide fuel breaks that reduce risk of fire spread to adjoining developments.

The project includes seven sites located from the northern boundary of Pocatello to the southern boundary. These sites are located along the I-15 interchanges at Northgate, Pocatello Creek Rd, and Center Street interchanges, with three additional sites along City and Idaho Transportation Department (ITD) rights-of-way (ROWs) in town, which are currently planted in turf grass and annual forbs. The design and construction of the project will be funded from the WSFM grant program.

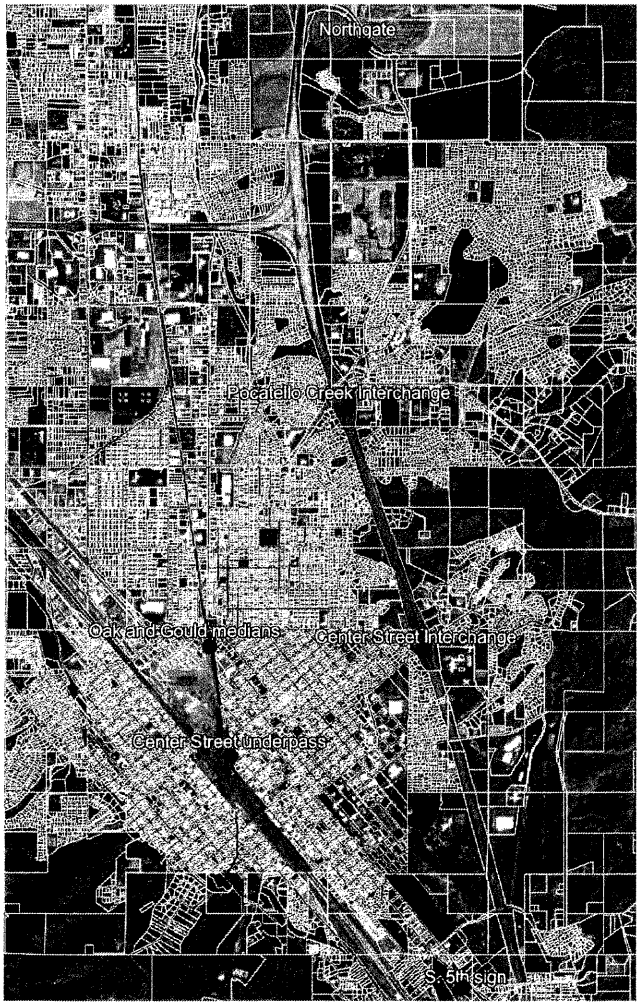


Figure 1: General project locations developed by the City of Pocatello

II. Scope of Services

Site Assessment and Schematic Design Task 1

TLG will perform an assessment of each site identified in Figure 1 and complete a comprehensive inventory of the existing vegetation and other conditions. Based on this assessment, TLG will recommend two design concepts for review that are compliant with ITD and City requirements.

Design Consultant and/or Owner Coordination Meeting at a maximum of (3) three meetings for Task 1.

Task Deliverables:

- Existing Site Conditions Assessment Memo (pdf).
- Two concept designs for each type of site, (the showier style (for interchanges) and the more understated style (for the more linear right-of-way sections)) to be determined at meeting with City.(pdf).
- Revised Conceptual Site Plan based on feedback from City regarding design options– site plan renderings and exhibits as needed (pdf).
- Preliminary cost estimate for desired concept.

Plant Research and Implementation Strategy — Task 2

TLG will conduct research on appropriate plants and work with Erika with CERE to consult on preferred plant species and soils. Erika will review the concept plans, the design development plans and final designs.

Firewise Consulting and Implementation Strategy — Task 3

During Task 3 TLG will conduct research Jerry McAdams with MC Fire on the best approach for beautification and fire wise management. Jerry will educate the design on best practices associated with fire wise and recommend ways to ensure we achieve this goal. Jerry will review the concept plans, the design development plans and final designs with final recommendations.

Public Outreach & Stakeholder Engagement — Task 4

During Task 4 TLG will work with the client to engage with the public and stakeholders including ITD and the Owner. This engagement will include a web survey to comment on the two concepts, draft article for the local newspaper, and meeting with ITD and other stakeholders. These presentations will be supplemented by (3) three coordination meetings with "client identified 'critical City Staff.

TLG will provide the Client with a maximum (3) three media briefs and updates at critical design milestones for the purpose of keeping the public informed.

Task Deliverables:

- Existing Site Conditions and Conceptual Designs (pdf).
- (LIDAR Mapping, existing irrigation plans, utility GIS to be provided by the Client)
- Department Coordination Meeting Summaries (pdf).
- Milestone Media Brief & Updates (pdf).

Design Development — Task 5

Based on the schematic drawings, programming, public comments and site analysis, the Design Team will refine the plans. The Design Development-level drawings will show planting layout, irrigation plan, prospective sign locations, and areas to receive rock mulch in the future (if any). The plans will be reviewed and commented on by Erika Stewart (CERE), Jerry McAdams (MC Fire). The design team will submit the Design Development-level plans to the City and ITD for approval.

Statement of Probable Cost – A revised cost estimate for the landscaping of the six sites will be done for changes made during the design development phase. The Design team will make every effort to reflect the most current unit costs for construction; however, the Statement of probable cost is only for budgeting and cannot guarantee current market value.

Based on the preliminary findings from the Statement of Probable cost, TLG will recommend and develop a construction phasing plan that can be strategically implemented to manage budgets and seasonal timelines.

Coordinate and attend up to (3) three Design Consultant / Owner Coordination Meetings.

Task Deliverables:

- 50%Construction Drawings, Specifications, and Statement of Probable Cost (pdf).
- 100% Design Development Drawings, and Statement of Probable Costs Exhibits (pdf).

Final Design & Construction Documents — Task 6

Demo Plans – TLG will prepare plans showing the existing elements that are to be removed and what is to be retained and protected.

Site Layout & Material Plan – TLG will provide the final construction document site drawings and construction details.

Site Landscape & Irrigation Plans – TLG will prepare site landscape and irrigation plans in accordance with current industry standards and local agency requirements.

Stormwater Pollution Prevention Plans (SWPPP) – TLG will prepare SWPPP plans and reports in accordance with current industry standards and local agency requirements.

Specifications - TLG shall provide all required technical specifications site material, seeding, landscape and irrigation improvements.

Statement of Probable Cost – A revised cost estimate for the landscaping of the six sites will be done for any changes. The Design team will make every effort to reflect the most current unit costs for construction; however, the Statement of probable cost is only for budgeting and cannot guarantee current market value.

Maintenance Plan- An outline of ongoing required maintenance including irrigation schedule, fertilization schedule, tasks during establishment period, and long-term maintenance program.

Design Consultant Coordination Meeting at a maximum of (4) four meetings during Task .

Task Deliverables:

- 100%Permit Construction Drawings, Specifications, and Statement of Probable Costs (pdf).
- Recommended construction phasing plan if needed.
- Maintenance plan (pdf).

Bidding Assistance — Task 7

TLG will provide bidding assistance to competitively bid the proposed work for the Pocatello Creek Intersection site including participation in pre-bidding meetings and responding to bidder inquiries.

Permit Submittals – TLG will provide plan sets and specs to the Owner and agencies for review. We will address owner and agency comments as received.

Task Deliverables:

- Pre-bid Meeting Summary (pdf)
- Addenda Response (pdf).

Construction Administration Task 8

Construction Administration Services will include submittal review, RFI responses, pre-construction conference, change orders, shop drawings, site observations, final punch list, final completion observation, and final digital record drawings.

Owner-Architect-Contractor Meetings & Field Observations at a maximum of (eight) eight site visits to Pocatello Interchange project site.

Task Deliverables:

- Submittal & RFI Response.
- Field Observation Reports (pdf).
- Substantial Completion Punch List (pdf).
- Final Completion Letter (pdf).

III. Information Provided By Owner

- Any existing irrigation plans, City utility GIS, AutoCad, LiDAR, PDF drawings, and/or soil testing relevant to the project sites.

IV. Exclusions / Costs Not Included

This fee proposal is only for services specifically described above; however, The Land Group provides other professional services in addition to those described above. If it is deemed necessary by the owner for TLG to provide additional services, TLG shall provide an additional fee proposal for those requested services.

V. Reimbursable Expenses

The costs of reimbursable expenses including but not limited to plan copying, travel, per-diems, printing fees and vehicle mileage expenses shall be charged at cost plus 10%. A budget for the project is provided in the chart below:

VI. Fees & Billing Terms

Scope of Work:	Fees:	Terms:
Task 1: Site Assessment & Schematic Design	$17,850	T&M, NTE
Task 2: Plant Research and Implementation Strategy	$2,200	T&M, NTE
Task 3: Firewise Consulting and Implementation Strategy	$7,700	T&M, NTE
Task 4: Public Outreach & Stakeholder Engagement	$5,775	T&M, NTE
Task 5: Design Development	$21,000	T&M, NTE
Task 6: Construction Drawings	$33,250	T&M, NTE
Task 7: Bidding for Pocatello Creek Intersection site only	$5,250	T&M, NTE
Task 8: Construction Administration Pocatello Creek Intersection site only	$8,750	T&M, NTE
Reimbursable Expense Estimate	$5,000 budget	Cost +10%
	Total =$106,775	

Items marked "Estimated Fee" will be billed on a time and materials basis in accordance with our Standard Hourly Rates.
Items marked "Estimated Max" are a reimbursable expense allowance, which we anticipate will not exceed the stated amount.
Items marked "T&M Budget" will be billed on a time and materials basis according to the budget described above.

Thank you again for the opportunity. Should you have any questions or need additional information, please contact me at any time.

Sincerely,

Maggie Clark, Project Manager

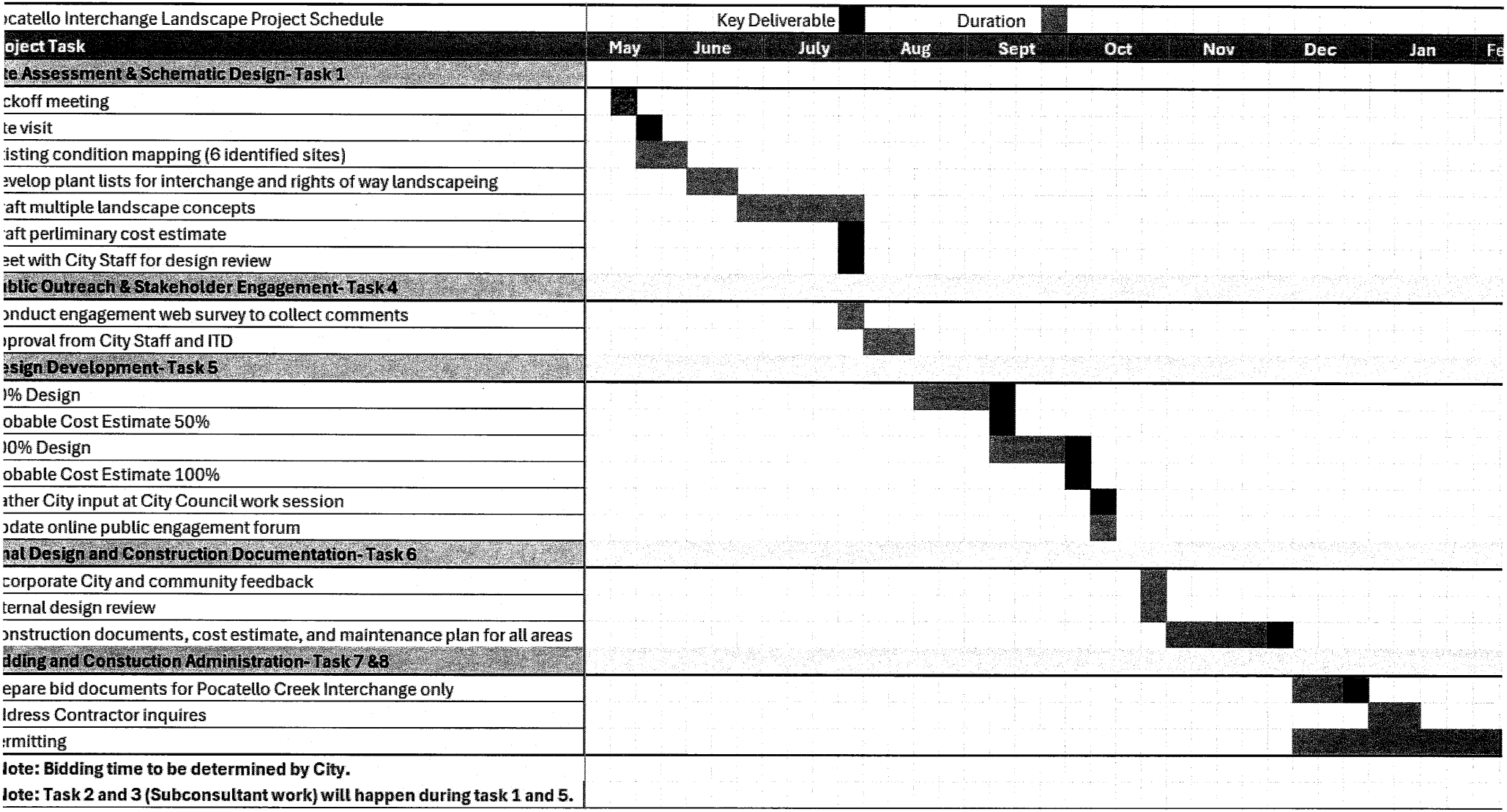
The Land Group, Inc.

Accepted By:

Client Signature

Maggie Clark, Landscape Architect

Printed Name & Title


ocatello Interchange Landscape Project Schedule
Key Deliverable
Duration
oject Task
May
June
July
Aug
Sept
Oct
Nov
Dec
Jan
Fe
te Assessment & Schematic Design- Task 1
ckoff meeting
te visit
isting condition mapping (6 identified sites)
evelop plant lists for interchange and rights of way landscapeing
aft multiple landscape concepts
aft perliminary cost estimate
eet with City Staff for design review
blic Outreach & Stakeholder Engagement- Task 4
onduct engagement web survey to collect comments
proval from City Staff and ITD
esign Development- Task 5
% Design
obable Cost Estimate 50%
0% Design
obable Cost Estimate 100%
ather City input at City Council work session
odate online public engagement forum
nal Design and Construction Documentation- Task 6
corporate City and community feedback
ternal design review
onstruction documents, cost estimate, and maintenance plan for all areas
dding and Constuction Administration- Task 7 &8
epare bid documents for Pocatello Creek Interchange only
ldress Contractor inquires
rmitting
lote: Bidding time to be determined by City.
lote: Task 2 and 3 (Subconsultant work) will happen during task 1 and 5.

THE LAND GROUP

SCHEDULE OF RATES

V2501

Civil Engineering

Principal Civil Engineer	$220.00
Senior Civil Engineer	$180.00
Professional Civil Engineer	$165.00
Civil Design & Production	$145.00

Landscape Architecture & Planning

Principal Landscape Architect	$220.00
Senior Landscape Architect	$180.00
Professional Landscape Architect	$165.00
Landscape Architecture Design & Production	$145.00
Principal Planner	$220.00
Senior Planner	$180.00
Professional Planner	$165.00
Planning Assistant	$145.00

Survey

Professional Land Surveyor	$180.00
Survey Manager	$165.00
2-Man Survey Crew	$205.00
1-Man Survey Crew	$170.00
Survey Technician	$150.00
Drone Flight Crew	$205.00

Graphic Design/Photography

Graphic Designer / Photographer	$145.00

Administrative/Other

Administrative / Clerical	$105.00
Professional Expert Witness	$335.00
IT Services	$145.00

Reimbursable Expenses

Large Format Bond Black and White Printing	$0.40 per square foot
Large Format Bond Color Printing	$6.00 per square foot
Large Format Glossy Color Printing	$12.00 per square foot
Mylar Printing	$7.50 per square foot
Color Copies: 8 ½ x 11"	$0.75 per ea
Color Copies: 11 x 17"	$1.50 per ea
USB Flash Drive	$10 per ea
Vehicle Mileage	per IRS rate
Courier	varies by destination
Property Corner Monument (Steel Pin)	$3.50 per ea
Survey Monument (Brass or Aluminum Cap)	$12.00 per ea
Survey Hub & Lath	$2.50 per ea

Exhibit B: Grant Agreement

Grant Number: 23WFM-Pocatello

Project Code *(IDL use only)*:

MEMORANDUM OF UNDERSTANDING

Between

Idaho Department of Lands
And
City of Pocatello

This Memorandum of Understanding (MOU) between the Idaho Department of Lands and the City of Pocatello, hereinafter respectively referred to as IDL and GRANTEE, is intended to support the **Pocatello Interchange Fire Adapted Fuel Breaks** project. The purpose of this grant is to hire a project designer to create demonstration green fuel breaks, to include installation of water and fire adapted vegetation, and conduct wildfire mitigation work on non-federal lands within the project area of the City of Pocatello.

IDL, in cooperation with USDA Forest Service, agrees to reimburse the GRANTEE for allowable expenditures not to exceed the grant award amount of **$240,000**. Funds are provided by Idaho Department of Lands in cooperation with the United States Department of Agriculture Forest Service (USDA-FS) as part of the National Fire Assistance Western Fire Managers (WFM) grant program which falls under the authority of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended, through Federal Grant No. #23-DG-1101000-041. The Federal Assistance Listing (formally Catalog of Federal Domestic Assistance-CFDA) number and name are 10.664, Cooperative Forestry Assistance.

GRANTEE is subject to the OMB guidance in subparts A through F of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Adoption by USDA of the OMB guidance in 2 CFR 400 gives regulatory effect to the OMB guidance in 2 CFR 200 where full text may be found.

NOTE: Copies of the Codes of Federal Regulations can be obtained on-line.

- *2 CFR Part 200—*
  http://www.ecfr.gov/cgi-bin/text-idx?SID=9428273b8bb558c96bb4f2896b749be6&mc=true&node=pt2.1.200&rgn=div5
- *2 CFR Part 400—*
  http://www.ecfr.gov/cgi-bin/text-idx?SID=96ea75fd74bd92e1ff1744fc05f15e4f&node=pt2.1.400&rgn=div5

The grant guidelines and conditions as set forth by the USDA-FS and IDL include the following:

PROJECT SPECIFIC TERMS

1. **Project Scope and Estimated Budget:** The GRANTEE will adhere to the provisions outlined in this MOU, budget found in Appendix A, and any future revisions per agreement with IDL.

   No changes to the project will be allowed (whether grant funded or part of GRANTEE's required match) unless the GRANTEE submits a written request for approval to this office before changes are made and at least 10 days prior to the grant end date, and this request is approved in writing by an authorized representative of IDL identified in this agreement. *NOTE: IDL is not obligated to fund changes not approved in this manner.*

Specific Project Scope Items to Be Completed Include:

See Reimbursement Terms section of MOU starting on page 4 for additional details regarding required documentation of activities and expenditures.

a. **Overall project management**—develop contracts and or request for proposals; administer contracts; coordinate treatments with private landowners and implement practices (as specified below); and oversee/inspect and monitor all project components. Each acre will be considered "treated" only once—regardless of number of treatment activities employed on that acre.

b. **Demonstration Fuelbreaks Plan**– procure services for the design/creation of a plan for demonstration fuelbreaks within the inter-state interchanges and other traffic arteries within the project area outlined in Appendix B.

    i. Develop, solicit, and award a contract for design of fuel breaks following appropriate procurement policies for project area outlined in appendix B.

        1) Plan should include elements that provide for demonstration of wildfire risk reduction principles. Further, the plants selected should be in alignment—zone appropriate, low presence of volatile compounds, etc.—with those found in the Idaho Firewise plant recommendations list. Additionally, plant varieties selected within the plan should, when practical, be waterwise as well.

        2) Prior to finalization of the plan provide a copy to the project lead for review of required elements outlined in this agreement.

c. **Installment / establishment of fuelbreaks** – Implementation of plan for the creation of demonstration fuel breaks on non-federal lands within the Pocatello Interchange Fire Adapted Fuel Breaks project area as identified on map in Appendix B.

    i. Upon completion of plan and prior to implementation identify, in consultation with IDL project lead, how many and location of acres where project work will be completed.

    ii. As needed, procure, and apply herbicide for the control of weeds and invasive species.

    iii. Procure water and fire adapted appropriate vegetation and / or seed as identified within the Demonstration Fuelbreaks Plan.

    iv. Install procured vegetation per plan.

        1) Manipulation of site is characteristics (i.e. grading, digging holes, etc.) is authorized, to achieve project objective of creating an "installed" demonstration fuelbreak(s).

    v. If project work will occur outside of City administered lands enter into written agreements with landowners as outlined below in Hazard Fuel Reduction d.i.

d. **Hazard Fuel Reduction**—All templates for or related to the landowner agreement will be provided to the IDL representative listed in this MOU for review in advance of use.

    Only project areas in the County's current County Wildfire Protection Plan (CWPP) shall be treated.

    i. Enter into an official written agreement(s) with each landowner whose lands will be evaluated or treated under this MOU. (See Reimbursement Terms clause 4.f.iv on page 6 of this MOU for more details.) Agreements at minimum will include:

1) Authorization to access the property and or to conduct the work stipulated in the prescription

2) Treatment location (i.e., latitude/longitude, address or parcel number

3) Number of acres to be treated

4) A written treatment prescription specific to landowner property and agreed to by landowner (see below clause for details)

ii. Identify, develop prescriptions, flag and map treatment unit boundaries that are most beneficial for a community and favor seral and fire-resistant species.

1) Prescriptions will outline what will be removed/reduced and the method to be utilized (mechanical, burning, etc.) and be documented in the signed agreement with the landowner. All dbh trees will be considered in order to meet the objective below.

a) Prescriptions will provide for the modification of fire behavior to reduce wildfire impact on non-federal lands during a wildfire event.

iii. Treat hazardous fuels on approximately 35 footprint acres of non-federal lands within the Pocatello Interchange Firewise Fuel Breaks project area as identified on map in Appendix B

1) Mechanical or hand treatment methods will be used to thin vegetation by removing standing, down and dead timber; removing ladder fuels by limbing/pruning; and thinning/removing underbrush. Slash will be utilized for firewood, chipped, or piled and burned as environmental and site conditions allow.

b) GRANTEE or its contractors (not the landowners) will handle all slash abatement directly within the grant time period.

e. **Education**—In-person outreach to landowners will be conducted to augment on-the-ground treatments and to increase awareness of wildfire hazard in project areas—personal responsibility of fuels management, home hardening, and wildfire emergency evacuation—beyond what grant assistance can offer.

i. An ***Activities Summary Form*** provided by IDL (or equivalent) will be completed and include the date of initial face-to-face contact/wildfire event; name of individual landowner or wildfire event; and for wildfire specific education events, number of participants or contacts made. (Subsequent contacts with the same landowner are not to be counted as additional education outreach.)

2. **Grant Award Expiration:** This grant award and project period begins on the date of signature of this MOU by both parties and ends on **November 30, 2026.** All reimbursable expenditures and activities must occur within the project period. Time extension requests must be received by IDL in writing 10 business days prior to the project end date and be approved by IDL's authorized representative in writing by November 30, 2026, to be binding. Federal and state laws and regulations pertaining to grants, records, and auditing may remain enforceable longer. Local laws and regulations, which may be more restrictive, apply.

3. **Grant Fund Use Restrictions:** Construction and research and development activities are **ineligible** for funding. Capital expenditures or purchases of single items of equipment or supplies with a lifespan of one year or more and having a fair market value of over $5,000 per unit are **not eligible** for funding. Funds can only be used for implementation of scope items as described on page 2.

4. **Sale of Commercial Products:** All revenue generated from sold products that are a direct result of grant activities will be used to match or off-set project costs. No grant monies may be used to create profit from commercial goods for GRANTEE, landowner or contractors. Those activities must also comply with all forest practice laws, rules and regulations (cited in clause 6 below). Landowners will be encouraged to complete commercial practices prior to hazard fuel treatment practices under this grant being conducted. (Refer to Reimbursement Terms Section clause 5 on page 6)

5. **State Laws, Rules, Policies and Guidelines:** The following must be adhered to and complied with by anyone doing work associated with this MOU.

    a. Forest Practice and Hazard Fuel Laws and Rules. (Check with local fire managers as they may require more stringent standards to meet the local area needs.)

        i. ***Idaho Forestry Act and Fire Hazard Reduction Law***—Idaho Code, Title 38, Chapters 1 and 4, https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH1/ and https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH4/

            1) Rules Pertaining to Forest Fire Protection—IDAPA 20.04.01 https://adminrules.idaho.gov/rules/current/20/200401.pdf

            2) Rules Pertaining to Idaho Forestry Act and Fire Hazard Reduction Laws—IDAPA 20.04.02 https://adminrules.idaho.gov/rules/current/20/200402.pdf

        ii. ***Idaho Forest Practices Act***—Idaho Code, Title 38, Chapter 13 https://legislature.idaho.gov/statutesrules/idstat/Title38/T38CH13/

            1) Rules Pertaining to the Idaho Forest Practices Act—IDAPA 20.02.01 https://adminrules.idaho.gov/rules/current/20/200201.pdf

            2) Information regarding Forest Practices Act Best Management Practices www.idahoforestrybmps.org

    b. **Forest Health Slash Guidance**—fresh pine slash should not be created during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

    c. Forest Management and Health Guidance as detailed in Appendix C.

    d. **Idaho Code Title 54, Chapter 19 Public Works Contractors**—Contractors must have a Public Works License appropriate for the value of the contract for any work on public lands.

    e. **Build America, Buy America** (OMB Memo M-22-11)—Funds cannot be used for infrastructure unless certain requirements and preferences are met (see OMB Memo M-22-11 for details).

6. Grantee or its contractors subject to the Idaho Statute Title 38 must obtain and submit a Certification of Compliance—Fire Hazard Management Agreement—Notification of Forest Practice form and a Request for Variance (if needed) to IDL's Administrative Assistant in the Ririe Office of the Eastern Idaho Falls Supervisory Area IDL Office at 3563 Ririe Highway, Idaho Falls, ID 83401, 208-525-7167. Work on this hazard fuels reduction project will not begin until those forms are filed and approved.

7. **Hazardous Fuels Treatment Maintenance:** Funding through this MOU has been provided with the understanding that the treatment(s) will be maintained. Such maintenance activities will not be eligible for additional funding from IDL. The original treatment prescription should be followed for maintenance of the treatment(s) (see Appendix C).

8. **Performance Reports:** the GRANTEE shall submit annual performance reports unless a Progress Report/narrative was submitted with a reimbursement request during that period. If required, annual reports should be received by IDL by November 30 each year the grant is in effect. Performance reports shall include a narrative describing the work completed to date of the project with specific quantitative detail (i.e., acres treated, cost per acre or number of workshops conducted), as well as explain any barriers to timely project completion or cost overruns/high unit costs as applicable. GRANTEE will provide additional reporting information to IDL, as needed, for reports required by the federal funding source.

REIMBURSEMENT TERMS

1. IDL shall make payments to GRANTEE on a reimbursement basis only. There can be no advances. IDL will reimburse allowable costs for those project activities, approved within this MOU, or modifications approved by both parties in writing, not to exceed the award amount.
2. Up to 15% of grant funds may be held back until the entire project is satisfactorily completed and approved by IDL.
3. **Indirect Cost Rate:** The GRANTEE has elected to charge a de minimis rate of 10% of modified total direct costs (MTDC) for indirect as per 2 CFR §§200.1 and 200.414 and associated Appendices. If GRANTEE chooses not to seek full reimbursement of their allowed rate, the difference can be counted toward the required minimum match for the grant.
4. Requests for reimbursement payments can be submitted no more often than monthly but must be done at least annually. Each request will include a narrative summary of progress based on work completed in that billing period, an official reimbursement request form and supporting documentation of expenditures to be reimbursed, and applicant match (as per section 4 c below). GRANTEE will submit reimbursement request package via:
   Email: Reimbursements.FAB@idl.idaho.gov
   a. Project costs must be documented on the ***Reimbursement Request Form*** provided by IDL. Documentation supporting all project costs submitted for reimbursement must accompany request. Copies of detailed, itemized and paid invoice/receipt (and payment proof such as check numbers) are required for all reimbursable expenses. Invoices at minimum should specify the date and type of activity; quantity and rate thereof; and location (if a treatment).
   b. Any GRANTEE claiming reimbursement for employees' time for work on this project must follow strict federal time recording requirements as specified in all OMB Circulars applicable to GRANTEE's organization. Personnel being paid with federal grant funds (even when passed through a state agency) must document 100% of their actual individual paid time and effort and attribute it to specific projects. These personnel activity reports or equivalent, which include both grant funded activities and non-grant activities should be maintained by GRANTEE and made available if audited.
      i. For reimbursement, GRANTEE must submit enclosed ***Grant Recipient Labor Worksheet*** or equivalent that records the actual amount of time for each day that each person spent on this specific grant project *for which reimbursement is sought*. The documentation needs to be signed by the staff person or supervisor aware of the work activities.
   c. A minimum of 10% cash or in-kind match is required for this grant. Document and report cash expenditures and in-kind contributions used to meet this requirement when submitting reimbursement requests. The form on the backside of the ***Reimbursement Request Form*** or equivalent can be used for this purpose. If any or all the required minimum match is provided

by an individual or entity other than GRANTEE, additional supporting signed documentation will be required.

d. An IDL ***Progress Report*** describing the work completed during the report period must be included with each reimbursement request. Detail what was accomplished over what period of time and by whom.

e. All grant funded project activities and accomplishments (i.e., pre-commercial thinning or hazard fuel limbing, thinning or reduction) associated with the current reimbursement request must be reported at the time of its submission to IDL by populating the ***IDL GIS Federal Grant Database.*** (Access to the on-line portal will be arranged by IDL.) Only fully completed activities (including slash mitigation) that have been reimbursed or are being sought for reimbursement in the current request are to be populated in the ***IDL GIS Federal Grant Database.*** The responsibility for the completeness and accuracy of all data entered lies with the GRANTEE.

f. Include with each reimbursement request:

    i. A map of treated acres being sought for reimbursement if individual units are not fully treated (e.g., slash is unmitigated) and therefore not yet entered in to the ***IDL GIS Federal Grant Database***. Treatment units should have a unique identifier that correlates to the landowner agreement, contractor invoices, etc. and is reflected on the map and a separate list if needed for clarity.

        1) Delineate treatment unit(s) on map with a polygon, line or point that shows location of the unit(s) and number of treated acres by unit, and the unique map id.

    ii. An ***Activities Summary Form*** provided by IDL (or equivalent) to document initial in-person landowner education contacts/wildfire events and future project planning activities to-date of reimbursement request period, as specified in Project Specific Terms section of this MOU.

    iii. Before and after photos of project

    iv. Copies of the agreements, between GRANTEE and individual landowners whose properties are being treated with grant funds, that:

        1) State the legal boundaries of the property as determined by landowner

        2) Authorize GRANTEE and IDL and their contractors or representatives access to the property as needed to assess conditions; develop, conduct, inspect treatments; and confirm maintenance

        3) Include treatment prescription (see Project Specific Terms clause 1.b. on page 2)

        4) Authorize work as defined in agreement to be done on landowner property (specify quantity of work e.g. number of acres to be treated or assessed)

        5) Specify what work, if any, will be the landowner's responsibility to complete, the plan to maintain the fuel modification (usually for a minimum of 10 years), and any other landowner requirements i.e., match, tax on personal gain from income etc.

g. Copies of deliverables, such as pamphlets, articles, web posts, etc. must be included with final reimbursement request or when GRANTEE requests reimbursement for expenses associated with deliverable (whichever occurs first).

5. Income generated directly from grant-funded activity, such as the sale of waste wood or workshop registration fees will be deducted from the amount reimbursed by IDL under this grant. If you are unclear whether your activity falls into this category, contact, IDL Grants/Contracts Officer, Megan Johnson. Income may be invested in additional treatment work with approval of authorized IDL representative. (See Project Specific Term clause 5 on page 3.)
6. **Final grant reimbursement request must be received no later than December 31, 2026.** Funds not claimed by the GRANTEE by this date will be forfeited, unless IDL 's authorized representative extends the reimbursement period in writing.
    a. The project will not be considered complete nor approved for final payment until:
        i. All work agreed to in this MOU (or subsequently agreed to by both parties in writing) is satisfactorily completed and approved by IDL's authorized representative
        ii. An IDL ***Final Progress Report*** summarizing overall project accomplishments is received and approved by IDL's authorized representative. The report should include quantification of accomplishments in relationship to this MOU's project scope and objectives. If any aspects were not accomplished, then reason for such should be provided. Also, any challenges encountered and how addressed, if applicable should be included. This report may be used by IDL to promote grant program accomplishments to funding source or the public.
        iii. The ***IDL GIS Federal Grant Database*** is populated with all grant funded project accomplishments and a final ***Activities Summary Form(s)*** is received by IDL as specified in Project Specific Terms section of this MOU.
        iv. Before and after photos of the project site are received by IDL
        v. Copies of all deliverables are received by IDL
        vi. Slash or other debris created by treatments has been burned, chipped, or removed from the property where the work was performed so as to comply with Idaho Statute Title 38.
7. IDL may request additional information, review, inspect and audit the completed work before reimbursement request(s) are paid.

GENERAL TERMS

1. **Subawarding or Subgranting:** GRANTEE will not provide (sub) grants with funds received through this MOU. This prohibition includes direct payments to individual landowners.
2. **Contract and Purchasing:** All purchases of goods and services under this grant must be competitively procured in compliance with applicable federal and state laws and regulations and conveyed through a signed written agreement between the parties. Specifically, compliance with federal procurement standards 2 CFR §§200.318 through 200.327, ***IDAPA 38 Title 05 Chapter 01—Rules of Division of Purchasing*** (by state agencies) and ***Idaho Code Title 67, Chapter 28—Purchasing by Political Subdivisions*** (by city/county governments) is required. Provisions of federal or local laws and regulations, as well as GRANTEE policies, which may be more restrictive, also apply.
3. **Suspension and Debarment:** GRANTEE agrees that no vendor or contractor debarred or suspended from being able to work under a federal grant, according to the terms of 2 CFR Part 180, will receive funds under this MOU.

4. Costs associated with the project and approved in advance by IDL for travel, lodging and meals cannot exceed Idaho State and/or Federal rates for these expenditures. If costs will be higher, GRANTEE will request prior approval with justification before incurring these expenses. IDL will determine if requested costs are reasonable and appropriate.

5. All printed, electronic, or audiovisual materials (including on-line postings and press releases) developed or produced for public distribution or publication under this Agreement **must**:

    a. Be pre-approved by IDL's authorized representative prior to posting, duplication, publication and dissemination

    b. Include the following nondiscrimination statement in full for any materials funded with grant dollars:

    In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

    Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

    To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at https:www.ocio.usda.gov/document/ad-3027, from any USDA office, by calling (866) 632-992, or by writing a letter addressed to USA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

    (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or

    (2) Fax: (833) 256-1665 or (202) 690-7442; or

    (3) Email: program.intake@usda.gov.

    If the material is too small to permit the full Non-Discrimination Statement to be included, the material will, at a minimum, include the alternative statement: ***"This institution is an equal opportunity provider".***

    c. Acknowledge the funding source with a written or verbal statement, which provides credit such as: **"This project is funded in part by the Idaho Department of Lands in cooperation with the USDA Forest Service."**

6. **Use of U.S. Forest Service Insignia:** Permission, in writing, must be granted from the U.S. Forest Service's Office of Communications to use the insignia on any published media, such as a webpage, printed publication, or audiovisual production. GRANTEE will consult with IDL regarding appropriate contact and process for obtaining permission.

7. **Right to Copyright:** GRANTEE may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under this award. IDL and the USDA Forest Service reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for its or the Federal government's purposes, and to authorize others to do so. IDL's and the USDA Forest Service rights cited above also apply to other intangible property and to data produced under this award.

8. **Legal Authority:** The GRANTEE shall have the legal authority to receive a grant and enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes having sufficient funds to pay the nonfederal share of project costs, when applicable.

9. **Authoritative Identifier:** A current and active Unique Entity ID number must be provided to IDL for GRANTEE to receive funding through this MOU. GRANTEE should maintain a registration with the System for Award Management (SAM) during the life of this agreement.

10. **Notifications:**

    a. The GRANTEE shall immediately notify IDL in writing of developments that have a significant impact on the activities supported under this grant. Also, notification shall be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the agreement. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

    b. The GRANTEE shall immediately inform IDL if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the GRANTEE or any of their principals receive a transmittal letter or other official federal notice of debarment or suspension, they shall notify IDL without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

    c. GRANTEE agrees to immediately notify IDL if an employee associated with this grant project is convicted of a drug violation in the workplace. Notification must be in writing, identify the employee's position title, and the grant number of each MOU which the employee worked. The notification must be sent to IDL Program Manager within 10 calendar days after the GRANTEE learns of the conviction.

    d. GRANTEE shall notify IDL of any changes to key positions and personnel (i.e., authorized GRANTEE representative and/or primary decision makers on project

11. **Eligible Workers:** The GRANTEE shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324(a)). The GRANTEE shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded under this award.

12. **Trafficking in Persons:** GRANTEE agrees that this award is subject to Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g)). Violations and or failure to report violations can cause this award to be unilaterally terminated without penalty. For more details, see Appendix D.

13. **Transparency Act:** GRANTEE may need to provide information on this subaward and the compensation of its executives and understands that such information may be reported by IDL as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252.

14. **Members of U.S. Congress:** Pursuant to 41 U.S.C. 22 no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this award, or benefits that may arise there from, either directly or indirectly.

15. **Financial and Field Audits:** GRANTEE agrees to permit audits and post-audits by representatives of the State of Idaho, the USDA Forest Service, Inspectors General, and Comptroller General or their representatives, of the project sites and all records pertaining to the project covered by this MOU and access to personnel for discussion related to such documents. Records must be kept for a minimum of three (3) years after completion date of the project or until any litigation, claim, negotiation, audit or other action started before the expiration date is resolved (whichever is later.) GRANTEE's internal retention policies, which may be longer, also apply. Allowed access is not limited to the required retention period, but lasts as long as the records are retained.

    Financial Contact:
    Idaho Department of Lands
    Jamie Baker
    Fiscal Department
    3284 W. Industrial Loop
    Coeur d' Alene, ID 83815
    208-769-1525 / 208-769-1524 (f)
    jbaker@idl.idaho.gov

16. The persons authorized to make decisions and approvals regarding this project (or their supervisor) are:

    Idaho Department of Lands

    Tyre Holfeltz
    Fire Prevention & Risk Program Manager
    3284 W. Industrial Loop
    Coeur d' Alene, ID 83815
    208-666-8653 / 208-769-1524 (f)
    tholfeltz@idl.idaho.gov

    City of Pocatello

    Hannah Sanger
    Science and Environment Division Manager
    P.O. Box 4169
    Pocatello, ID 83205
    208-234-6518 / 208-705-6360 (c)
    hsanger@pocatello.gov

    Megan Johnson
    Grants/Contracts Officer
    (for Reimbursement & Reporting questions)
    3284 W. Industrial Loop
    Coeur d'Alene, ID 83815
    208-666-8622 / 208-769-1524 (f)
    mjohnson@idl.idaho.gov

17. Failure to comply with the proposal/application or to meet the requirements herein may result in grant cancellation or the retention of grant funds by IDL. Misrepresentation of fact in the proposal/application or an accomplishment report may result in the revocation of the grant. IDL may require grant moneys already dispensed be returned. The responsibility lies with the GRANTEE to administer the program honestly and effectively, as the GRANTEE will be liable for any misappropriation or misuse of funds. If the project no longer effectuates the program goals or agency priorities, the MOU may be terminated in whole or in part. Note if there is a conflict between the proposal/application previously submitted to IDL and this MOU, this MOU takes precedence.

18. The GRANTEE shall comply with all Federal and State statutes relating to nondiscrimination and all applicable requirements of all other State and Federal Laws, Executive Orders, regulations, and

policies. The GRANTEE assures that state and federal laws and certifications/policies are in place and adhered to including the following:

a. Civil Rights—policies and practices of non-discrimination

b. Promoting Free Speech and Religions Freedom

c. Debarment and Suspension—no vendor or contractor debarred or suspended from being able to work under a federal grant will receive any money under this grant project. (The System for Award Management (www.SAM.gov) maintains the list of individuals and businesses that are not to receive federal funding.)

d. Drug-Free/Smoke-Free Workplace

e. Lobbying—no grant funds will be used for lobbying to influence legislation

f. Avoidance of Conflict of Interest

g. Prohibition Against Using Funds with Entities Requiring Internal Confidentiality Agreements

h. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (see 2 CFR 200.216 and Public Law 115-232, Section 889 for additional information)

i. Whistleblower Protection (see 41 U.S.C. §4712 for additional information)

19. **Freedom of Information Act (FOIA):** Public access to grant or agreement records shall not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552). Requests for research data are subject to 2 CFR 315(e). Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

20. **Non-Liability:** The United States and IDL shall not be liable to GRANTEE for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the GRANTEE or any third party.

21. The sections of this MOU are presumed severable. If any section, or part thereof, or the application of any section to any person or circumstance is declared invalid, that invalidity does not affect the validity of any remaining sections.

AGREED:	***AGREED:***
GRANTEE	***Idaho Department of Lands***
Authorized City of Pocatello Official Signature	**IDL Authorized Signature**
Brian C. Blad	Craig Foss
Print Name	**Print Name**
Mayor	Division Administrator, Forestry & Fire
Title	**Date** **Title** **Date**
5-2-2024	5/7/24
C1H5KKGYA7F8	
GRANTEE's Active Unique Entity ID (SAM) #	

This institution is an equal opportunity provider.

ADMINISTRATIVE APPR...

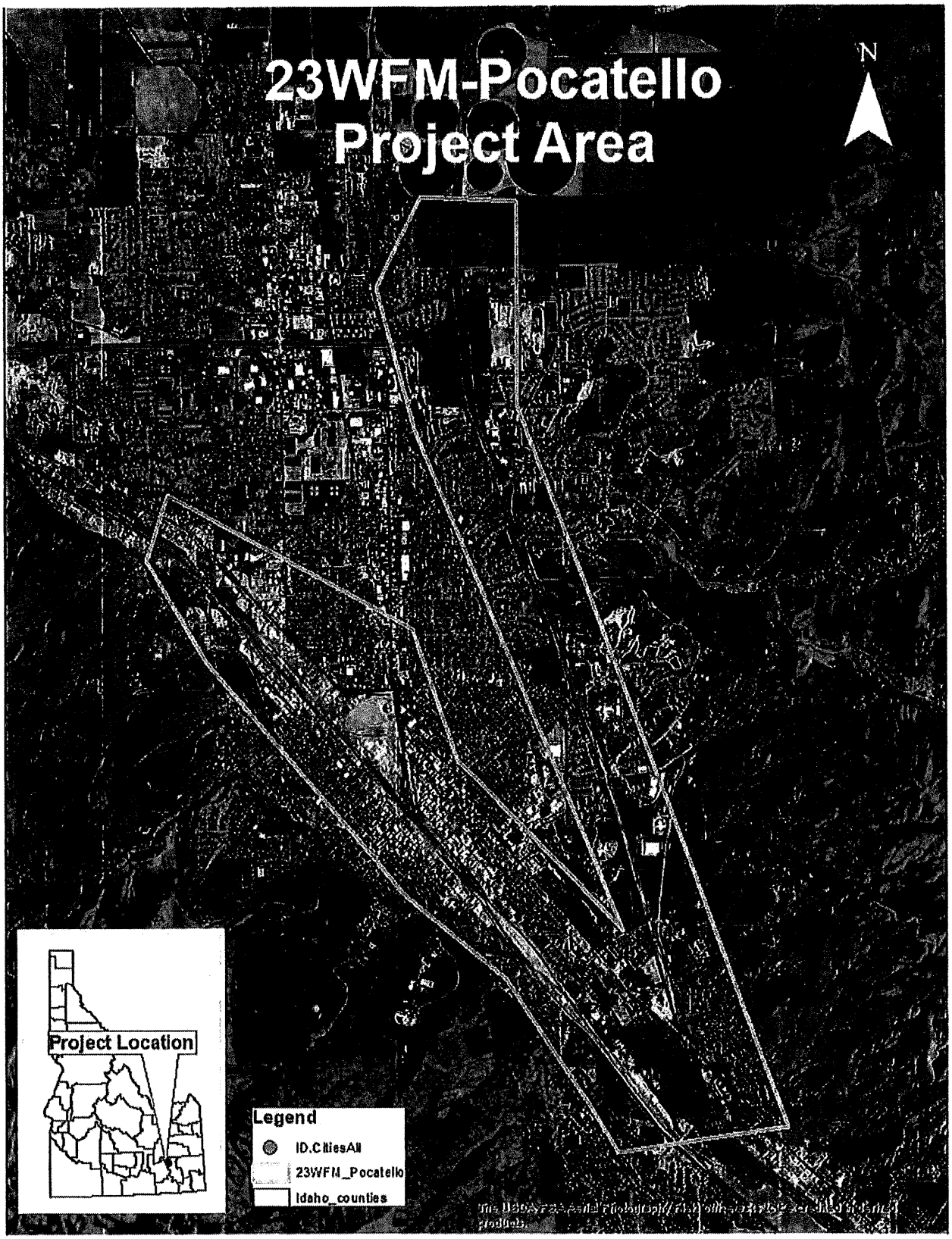
Project Budget Estimate Information

PROJECT COSTS

(Add rows within sections as needed, see instructions at page bottom.)

PROJECT EXPENSE DESCRIPTION	# UNITS & RATE	GRANT FUNDS REQUESTED	MATCH (Minimum 10% Cash or In-kind Required)	TOTAL
PERSONNEL EXPENSES (List position titles, i.e. City Forester, Project Manager etc. and include benefits in wage rate)				
Project Manager	220 Hrs @ $50 Per Hr		$11,000.00	**$11,000.00**
Project Implementation	200 Hrs @ $32 Per Hr		$6,400.00	**$6,400.00**
				$0.00
				$0.00
				$0.00
Total Personnel Expenses		**$0.00**	**$17,400.00**	**$17,400.00**
OPERATING EXPENDITURES (Specify operating expenses, i.e. pick-up rental, travel, trees, mulch, office supplies etc.)				
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total Operating Expenses		**$0.00**	**$0.00**	**$0.00**
CONTRACTED PROFESSIONAL SERVICES (Specify service contracted, i.e. thinning, graphic design, consultant, tree planting etc.)				
Contracted Project Designer	50 Acres @ $2,000 / Acre	$100,000.00		**$100,000.00**
HFT Contractors	35 Acres @ $3,860 / Acre	$140,000.00		**$140,000.00**
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
Total Contracted Expenses		**$240,000.00**	**$0.00**	**$240,000.00**
Total Indirect (calculated based on % of direct expenses)- % rate =	**% rate= 10%**		**$6,740.00**	**$6,740.00**
TOTAL PROJECT COSTS		**$240,000.00**	**$24,140.00**	**$264,140.00**
	Verification of Grand Totals	$240,000.00	$24,140.00	$264,140.00
	Difference between Grant Totals	$0.00	$0.00	$0.00

NOTE: Difference totals must equal $0.00 for budget to be correct & accepted.


23WFM-Pocatello
Project Area
N
Project Location
Legend
ID.CitiesAll
23WFM_Pocatello
Idaho_counties

All standards in the Idaho Forest Practices Act administrative rules must be met while conducting any forest practice. Forest practices may include commercial harvesting, commercial thinning, or non-commercial thinning, any of which may produce significant slash. It is important to ensure all ground-based equipment stays out of Stream Protection Zones (SPZ). All piling, burning, and decking are limited to stable locations outside of the SPZ. Tree-retention standards must be met to provide adequate shade of streams. Large woody debris can contribute to fish habitat and stream bank stabilization. Sediment-filtering protections should be used where needed near stream channels and adjacent riparian areas.

FOREST MANAGEMENT CONSIDERATIONS & FOREST HEALTH GUIDANCE

PRESCRIPTION

A specific prescription based on site and stand conditions, and describes the desired prescription outcome will be written by a forester and pre-approved by IDL prior to implementation.

THINNING

Determine preferred leave tree species and desired stand densities. Space trees according to professional forestry practices for the local area. For recommendations, contact the local IDL office.

Desirable Leave Tree Characteristics

Select leave trees with the following desirable characteristics:

- Straight stem
- Well-formed crown
- Crown class of dominant or co-dominate
- Crown ratio is 40% or larger
- Green needles, no discoloration of foliage
- Free or limited presence of insect or disease damage or symptoms. If present, damage or symptom does not affect growth or survival.
- Vigorous annual terminal growth for past 3 years
- Species preference to be determined by forester based on site and stand conditions

PRUNING

White Pine

- The most common path of infection of white pine from blister rust is through the lower limbs on young trees. Pruning the lower limbs from the bole of young trees can minimize the susceptibility of western white pine to infection from blister rust.
- Prune all selected white pine 8 feet and greater in height that are free of blister rust infection or that have no bole canker or branch cankers less than 6 inches from the bole. Prune all branches up to 50% of the height of the tree to a maximum height of 8' and remove needles from the bole. Cut branches to within ½ inch of the limb collar with hand pruning shears, loppers or handsaws. Do not damage the bole of the tree or the retained limbs in the pruning operation.
- Additional information can be obtained from IDL.

Mixed Species

- It is not necessary to prune other species to improve forest health. Pruning other species may be warranted to meet County Wildfire Protection Plan treatments.

SLASH MANAGEMENT

Fuel hazards created by thinning or pruning expose the treated stand and adjacent areas to higher risk levels and must be addressed when setting thinning and pruning treatments. The Idaho Forest Practices Act, Idaho Forestry Act and the Fire Hazard Reduction Law and their associated administrative rules and guidelines provide the basis for the management of slash.

Forest Health Protection

To prevent Ips beetle attacks, thinning of pine should not occur during the months of December through mid-July. If slash is created between those months, the slash must be treated to avoid *Ips* bark beetle infestation. Chipping or masticating is the preferred treatment if slash cannot be burned before spring.

MAINTENANCE OF SHADED FUELBREAKS

Shaded fuel breaks must be maintained periodically. Frequency of retreatment depends on the forest's productivity (which affects how fast fuels re-accumulate) and how open of a condition is desired. Maintenance of shaded fuelbreak may include cutting, piling, burning, grazing, or herbicide treatments to reduce or prevent fuel accumulation. Develop a retreatment plan with some maintenance occurring each year. The necessary maintenance activities will be minimal if implemented on an annual basis. The original prescription treatment should be followed for maintenance.

PLANTING

Successfully establishing trees and shrubs depends upon many factors. To ensure tree and shrub survival, refer to the following technical specifications:

Forestlands (typically conifers)

https://www.idl.idaho.gov/wp-content/uploads/sites/2/2021/09/FM-7.pdf

Riparian Forest Buffer, Stream bank and Shoreline Protection, Tree/Shrub Establishment, Upland Wildlife Habitat Management, Windbreak/Shelterbelt Establishment, and Hedgerows

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmstn10797.pdf

Willow and Cottonwood Plantings

http://www.nrcs.usda.gov/Internet/FSE_PLANTMATERIALS/publications/idpmctn7064.pdf

Riparian Restoration Planting

Idaho Fish and Game's Handbook for Riparian Restoration and Use of Volunteers in Riparian Habitat Restoration (copies included on MOU Award packet CD if applicable to project).

MONITORING OF TREATED AREAS

After the First Year

Conduct a walk-through of the thinned area to determine the condition of the residual crop trees, and to document any insect/disease problems, animal damage, wind/snow damage, sun-scalding, and the condition of thinning slash.

Conduct a survival survey of planted areas. Install enough plots to determine that average number of live trees/acre meets the prescription specifications, planting objective, and FPA rules.

CONTINUED ON NEXT PAGE

After the Fifth Year

Conduct a formal survey with plots installed to determine species composition, and average heights and diameters along with radial increment growth rates since thinning occurred. Other items such as condition of thinning slash deterioration, and mortality of leave trees should be noted and documented in follow-up inspection reports (s).

Conduct a walk-through of planted areas to determine tree survival and document any insect/disease problems, animal damage, excessive weed competition, and wind/snow damage.

RE: TRAFFICKING VICTIMS PROTECTION ACT OF 2000, AS AMENDED (22 U.S.C. 7104) APPENDIX D

TRAFFICKING IN PERSONS

a. **Provisions applicable to a Cooperator that is a private entity.**
   1. You as the Cooperator, your employees, subrecipients under this award, and subrecipients' employees may not—
      i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      ii. Procure a commercial sex act during the period of time that the award is in effect; or
      iii. Use forced labor in the performance of the award or subawards under the award.
   2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
         A. Associated with performance under this award; or
         B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement),".

b. **Provision applicable to a Cooperator other than a private entity.** We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
   1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      i. Associated with performance under this award; or
      ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),"

c. **Provisions applicable to any recipient.**
   1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
   2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
   3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. **Definitions. For purposes of this award term:**
   1. "Employee" means either:
      i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. "Private entity":
      i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      ii. Includes:
         A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
         B. A for-profit organization.
   4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

REGULAR CITY COUNCIL MEETING
AIRPORT LEASE TERMINATION, AGREEMENT AND RESOLUTION
EXECUTIVE SUMMARY
MAY 15, 2025

The Airport is seeking approval of a termination of the lease agreement between the City and Stacy Meyer, dated November 5, 2020, for 5,600 square feet of property upon which Mr. Meyer constructed an aircraft hangar. He has sold the hangar to JRM Flyers Club, LLC. Accordingly, approval of a lease agreement between the City and JRM Flyers and adoption of the corresponding resolution is also requested. The lease with JRM Flyers will be for a term of 40 years. Rental rate will be $1,288.00 per year and will be increased annually according to the CPI with a full rate review in 2026 and every five years thereafter.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: May 8, 2025

RE: Airport Lease Termination and Lease Agreement

I have reviewed the ground lease termination with Stacy Meyer. I have reviewed the resolution and ground lease agreement with JRM Flyers Club, LLC. I have no legal concerns with the Council approving the ground lease termination and the resolution with the new ground lease agreement and authorizing the Mayor to sign the ground lease termination and new ground lease agreement.

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

TERMINATION OF GROUND LEASE AGREEMENT

THIS TERMINATION OF GROUND LEASE AGREEMENT is entered into this _____ day of May, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "LESSOR", and Stacy Meyer, 1834 Touch Drive, Pocatello, Idaho, hereinafter referred to as "LESSEE;"

WHEREAS, Lessor and Lessee entered into a Ground Lease Agreement, hereinafter referred to as “Agreement”, on November 5, 2020, for the lease of certain lands at the Pocatello Regional Airport, described in Exhibit “A” and depicted in Exhibit “B” attached hereto and incorporated herein, for the primary purpose of hangaring private aircraft; and

WHEREAS, Lessee desires to sell the existing hangar located on the subject property to another party and to terminate his lease with Lessor; and

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

NOW, THEREFORE, the parties agree as follows:

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

2. That each party waives the requirement for notice of termination set out in the Agreement dated November 5, 2020.

3. That the Agreement dated November 5, 2020, by and between the City of Pocatello and Stacy Meyer, is hereby terminated.

4. Lessee acknowledges Lessee has been given the opportunity to remove any personal property belonging to Lessee prior to signing this Agreement and that any personal property remaining on the leased premises does not belong to Lessee.

DATED this _____ day of _____, 2025.

LESSOR:

Approved as to form and content:

CITY OF POCATELLO

_____
BRIAN TRAMMELL, Deputy City Attorney

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

LESSEE:

_____
STACY MEYER

STATE OF IDAHO)
ss:
County of Bannock)

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

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

(SEAL)

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

STATE OF IDAHO)
ss:
County of Bannock)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Stacy Meyer, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

EXHIBIT A

HANGER LEASE PROPERTY

A 5,600 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°08'13" 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 3357.35 FEET, TO A POINT ON SAID SECTION LINE, WHICH BEARS NORTH 00°08'13" EAST A DISTANCE OF 1868.44 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 1215.71 FEET, **THE TRUE POINT OF BEGINNING**;

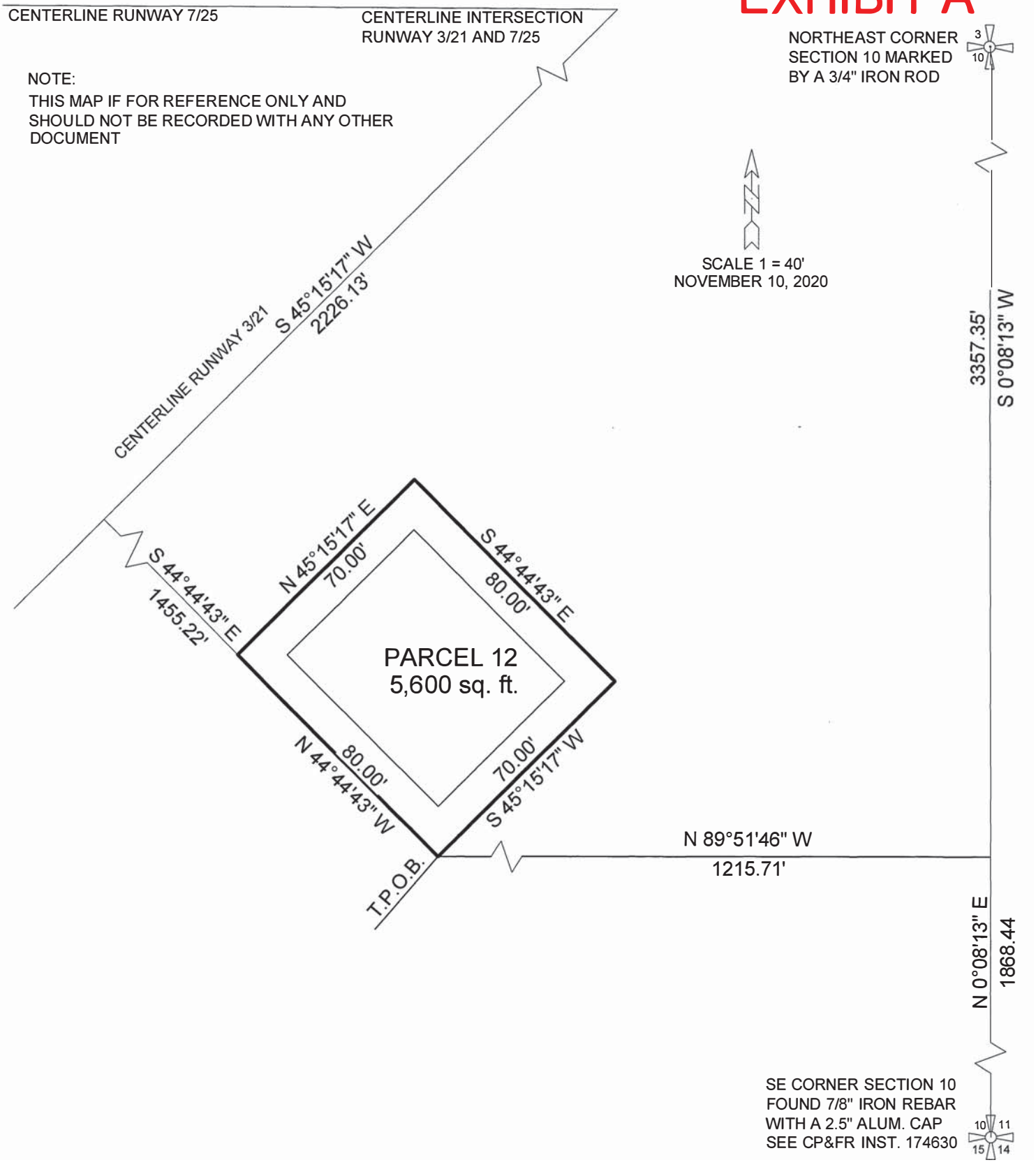
THENCE NORTH 44°44'43" WEST, A DISTANCE OF 80.00 FEET TO A POINT WHICH IS 1455.22 FEET FROM THE CENTERLINE OF RUNWAY 3/21 AND SOUTH 45°15'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 2226.13 FEET, FROM THE INTERSECTION OF RUNWAYS 3/21 AND 7/25;

THENCE NORTH 45°15'17" EAST, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 70.00 FEET;

THENCE SOUTH 44°44'43" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 45°15'17" WEST, PARALLEL WITH THE CENTERLINE OF RUNWAY 3/21, A DISTANCE OF 70.00 FEET, TO **THE TRUE POINT OF BEGINNING**.

EXHIBIT A



NEW HANGER PARCEL 12
POCATELLO REGIONAL AIRPORT
LOCATED IN
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM
POWER COUNTY, IDAHO

H:\Common\Development\Airport\Airporthanger 2017 2019

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 JRM FLYERS CLUB, LLC 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 hangar for private aircraft storage; and

WHEREAS, the City Council has determined that leasing the subject property pursuant to the terms of the attached Lease Agreement is appropriate and is in the best interest of the citizens of Pocatello.

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

1. The Lease Agreement attached hereto and made a part hereof is hereby approved both as to form and content.

2. The Mayor and City Clerk are authorized to respectively execute and attest said Lease Agreement for and on behalf of the City of Pocatello.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this _____ day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

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 JRM FLYERS CLUB, LLC, a limited liability company of Idaho, 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 hangar for a private aircraft storage.

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 a parcel adjacent to Thunderbolt Street more particularly described in Exhibit "A" and depicted in Exhibit "B", both attached hereto and incorporated herein.

II. TERM

The term for this Lease shall be for forty (40) years commencing May 15, 2025, and terminating on May 14, 2065, unless sooner terminated by either Party.

III. PURPOSE

The premises described herein shall be used by the Lessee primarily for the purpose of operating a hangar for private aircraft storage. Lessee may store flammables on or about the

lease 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

Commencing May 15, 2025, and terminating May 14, 2026, Lessee shall pay to Lessor the annual rental sum of One Thousand Two Hundred Eighty-Eight Dollars and Zero Cents ($1,288.00), which sum is payable on or before of May 20th. 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 20th day of May of that year and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho.

Late Charges and Interest: Lessee acknowledges that a late payment of rent from Lessee to Lessor will cause Lessor to incur costs not contemplated by this Lease, the exact amount of such costs being extremely difficult and impracticable to ascertain. Such costs include, without limitation, processing and accounting charges. Therefore, if any installment of rent due from Lessee is not received when due, Lessee shall pay to Lessor the additional sum of $150.00 as a late charge. The Parties agree this late charge is not a penalty but represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment by Lessee. The acceptance of any late charge shall not constitute a waiver of Lessee’s default with respect to the overdue amount, nor prevent Lessor from exercising any of the other rights and remedies available to

Lessor. The payment of said late charge shall be required to cure the default occurring by reason of the failure of Lessee to timely pay a rental installment. All amounts not paid by Lessee when due shall bear interest at the rate of eighteen percent (18%) annual percentage rate.

V. EXAMINATION OF PREMISES

Lessee has inspected the aforedescribed premises and accepts the same in "as is" condition. Lessor makes no warranties, express or implied, concerning the property and Lessee in executing this Lease is relying upon its own judgment, information, and inspection of the leased premises. Lessee hereby acknowledges that it is accepting the leased premises from the City subject to any and all physical conditions of the premises. Lessee further affirms that the City, its agents, employees, and/or attorneys have not made, nor has Lessee relied upon, any representation, warranty, or promise with respect to the leased premises or any other subject matter of this Agreement except as expressly set forth in this Agreement, including without limitation, any warranties or representations expressed or implied as the general plan designation, zoning, value, use tax status or physical conditions of the leased premises or improvements thereon, or any part thereof, including, but not limited to the flood elevations, drainage patterns and soil and subsoil compositions and compaction level, and other conditions at the leased premises, or the existence or non-existence of toxic or hazardous materials on or under the premises, or as to the accuracy of any boundary survey or other survey or any soils reports or other plans or report therefore.

VI. WASTE

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

VII. MAINTENANCE OF FACILITY

Lessee shall keep and maintain the leased premises and all improvements of any kind in good and substantial repair and condition, and shall make all necessary repairs and alterations thereto. Lessee shall provide proper containers for trash and garbage, and shall keep the leased premises free and clear of rubbish, debris and litter at all times. All roadways or other paved/asphalt areas within the demised premises shall be maintained by Lessee at Lessee's expense. 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 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 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 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 Article 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 Section 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 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 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 the event Lessee does not remove the improvements within sixty (60) days of the termination date, unless a written agreement to the contrary has been executed by Lessee and Lessor, Lessee shall forfeit all of its right, title, and interest in and to said appurtenances, and fixtures, which shall thereupon become the property of the Lessor as if conveyed by separate instrument without any recompense, payment, or reimbursement of any kind to Lessee.

XV. STATUTES, ORDINANCES, RULES AND REGULATIONS

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

XVI. DEFAULT

A. Failure of Lessee to pay rent on or before its due date or any other charge within ten (10) 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 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.

XVII. REMEDIES IN DEFAULT

In the event of default, the Lessor, at its option, may terminate this Agreement. In the event of a Termination on Default, Lessor shall be entitled to recover the reasonable costs of reentry and re-letting, including, without limitation, the costs of any cleanup, refurbishing,

removal of Lessee's property and fixtures or any other expense occasioned by Lessee's failure to quit the premises upon termination and to leave them in the required condition, and any attorney fees, court costs, brokerage commissions and advertising costs, along with the loss of reasonable rental value from the date of default until a new tenant has been, or with the exercise of reasonable efforts could have been, secured. The remedies afforded the Lessor in this section shall not be exclusive but shall be cumulative, and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this Agreement.

XVIII. ENVIRONMENTAL MATTERS

Lessee hereby 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.

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 Agreement from sources outside of Lessee's reasonable control

including, without limitation, any expense associated with the removal of any underground storage tanks at the leased premises and any costs of remediation associated therewith.

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.

XIX. 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.

XX. SIGNS

Lessee shall have the right to install or cause to be installed appropriate signs on the leased premises. The cost of such installations and operations shall be borne by Lessee. Lessee shall not erect, install, operate or cause, nor permit to be erected, installed, or operated upon the premises herein, any sign or other advertising device without first having obtained Lessor's written consent thereto as to size, construction, location, general appearance, and adherence to Pocatello Municipal Code.

XXI. MISCELLANEOUS

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

B. NON-DISCRIMINATION. Lessee, for 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 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 lease shall be withheld pending completion of such procedures.

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

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

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

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

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

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

XXII. NOTICES

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

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

LESSEE: JRM Flyers Club, LLC
Attn: Naeem Rahim
3660 Summit Drive
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.

XXIII. ATTORNEYS FEES UPON BREACH

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

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

LESSOR:

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk

LESSEE:

JRM FLYERS CLUB, LLC, a limited liability company of Idaho

_____
NAEEM RAHIM, Manager

STATE OF IDAHO)
:ss
County of Bannock)

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

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

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in:
My Commission Expires: _____

STATE OF IDAHO)
:ss
County of _____)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Naeem Rahim, known to me to be the Manager and authorized agent of JRM Flyers Club, LLC, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said partnership.

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

(SEAL)

_____
NOTARY PUBLIC FOR IDAHO
Residing in: _____
My Commission Expires: _____

EXHIBIT A

HANGER LEASE PROPERTY

A 5,600 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°08'13" 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 3357.35 FEET, TO A POINT ON SAID SECTION LINE, WHICH BEARS NORTH 00°08'13" EAST A DISTANCE OF 1868.44 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 1215.71 FEET, **THE TRUE POINT OF BEGINNING**;

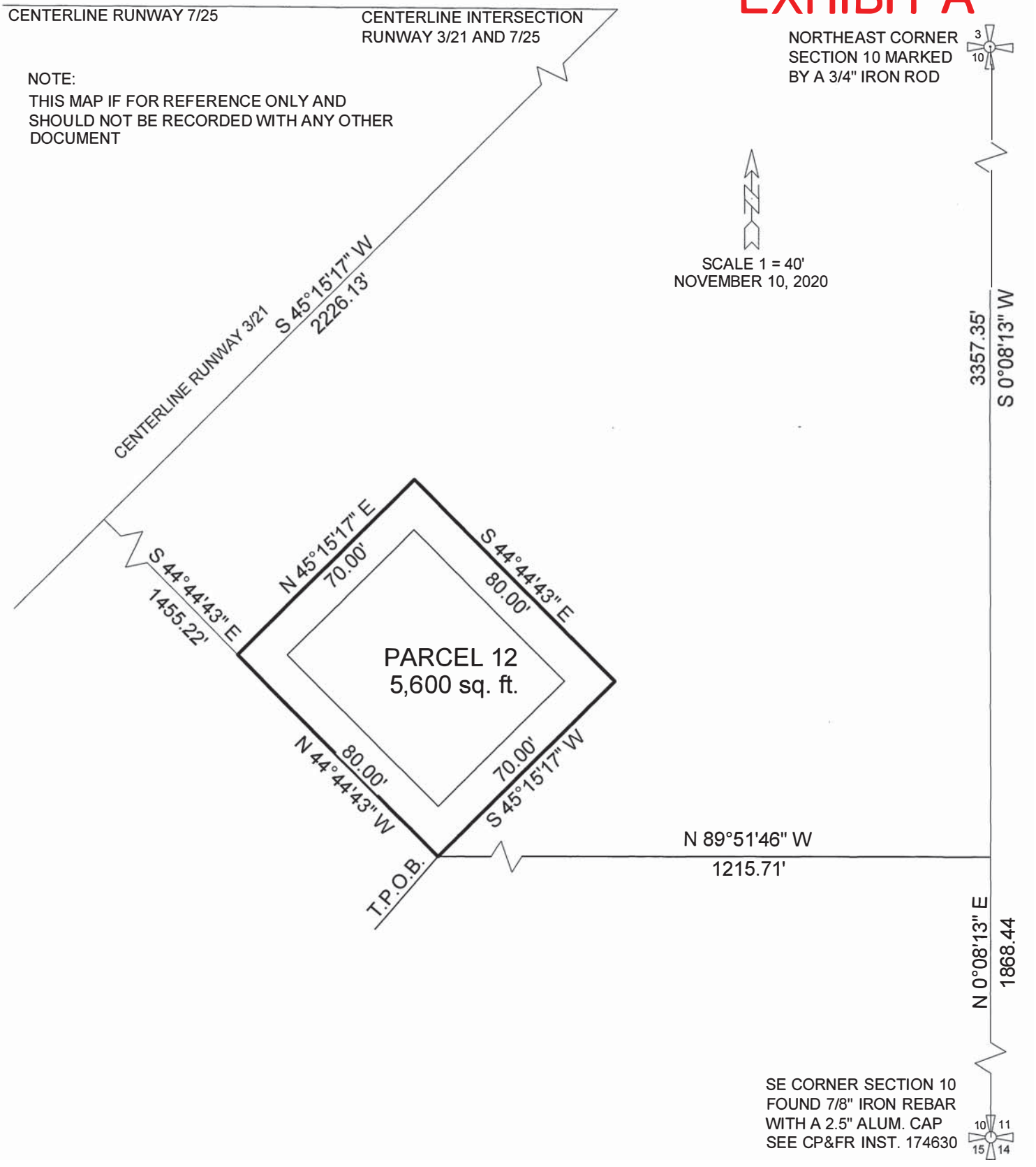
THENCE NORTH 44°44'43" WEST, A DISTANCE OF 80.00 FEET TO A POINT WHICH IS 1455.22 FEET FROM THE CENTERLINE OF RUNWAY 3/21 AND SOUTH 45°15'17" WEST ALONG SAID CENTERLINE A DISTANCE OF 2226.13 FEET, FROM THE INTERSECTION OF RUNWAYS 3/21 AND 7/25;

THENCE NORTH 45°15'17" EAST, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 70.00 FEET;

THENCE SOUTH 44°44'43" EAST, A DISTANCE OF 80.00 FEET;

THENCE SOUTH 45°15'17" WEST, PARALLEL WITH THE CENTERLINE OF RUNWAY 3/21, A DISTANCE OF 70.00 FEET, TO **THE TRUE POINT OF BEGINNING**.

EXHIBIT A



NEW HANGER PARCEL 12
POCATELLO REGIONAL AIRPORT
LOCATED IN
SECTION 10, TOWNSHIP 6 SOUTH, RANGE 33 BM
POWER COUNTY, IDAHO

H:\Common\Development\Airport\Airporthanger 2017 2019

CITY OF POCATELLO

Water Department

Agenda Item #12

Executive Summary

To: Mayor Brian Blad and Members of the Pocatello City Council

From: Justin Armstrong, Water Superintendent

Date: May 6, 2025

Subject: Lease Agreement with Riverbend Communications, LLC

Recommendation:
Staff recommends that the City Council approve by resolution, a lease agreement between the City of Pocatello and Riverbend Communications, LLC, and authorize the Mayor's signature, subject to Legal Department review. The lease allows a property easement for Riverbend Communications to operate and maintain a broadcasting booster antenna for a term of three (3) years at a rental rate of $260 per month.

Background:
On March 22, 2006, the City of Pocatello entered into a lease agreement with Riverbend Communications, LLC, granting an easement on City-owned property located at the Fore Road water tank and reservoir site. This easement allows Riverbend to erect, operate, and maintain a broadcasting booster antenna.

The current lease term is for three (3) years and is set to expire on April 30, 2025. Riverbend Communications has requested to renew the lease for an additional three (3) year term, commencing on May 15, 2025, and ending on April 30, 2028. Under the terms of the renewed agreement, Riverbend Communications will pay the City a monthly fee of $260.00 for the use of the site and associated easement rights. Fees have been increased from the prior monthly fee of $240.00 to adjust for annual inflation over the three (3) year term.

1889 N. Arthur Ave
Pocatello, ID 83201

Water Superintendent
Office: (208) 234-6174
www.pocatello.gov

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Ground Lease Agreement with Riverbend Communication (Water)
DATE: May 5, 2025

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. The City has previously entered into similar agreements in the past.

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

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 RIVERBEND COMMUNICATIONS, LLC 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 property located in Southeast ¼ of the Southwest ¼, Section 35, T6S, R34, E.B.M.; and

WHEREAS, Riverbend Communications, LLC ("Riverbend") operates a radio broadcasting and visual message corporation; and

WHEREAS, Riverbend desires to enter into a Lease Agreement with the City for the above-described premises for the purpose of operating the broadcasting booster antenna currently in place thereon; 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 and Easement 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 15th day of May, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

LEASE AGREEMENT
AND EASEMENT

This Agreement is entered into this _____ day of _____, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as "City", and RIVERBEND COMMUNICATIONS, LLC, an Idaho limited liability company, hereinafter referred to as "Riverbend".

WHEREAS, the City had heretofore entered into an Agreement with Bonneville International Corporation, a Utah corporation, for lease of certain City premises; and

WHEREAS, thereafter Riverbend Communications, LLC purchased the broadcasting assets in Idaho Falls of Eagle Rock Broadcasting Company and assumed the existing agreement with the City of Pocatello effective the 22nd day of March, 2006; and

WHEREAS, the previous lease agreement will expire April 30, 2025, and the parties desire to enter into a new lease agreement;

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

1. That Riverbend hereby leases from the City the following property as the site for the broadcasting booster antenna previously erected thereon:

> A parcel of land located in the Southeast ¼ of the Southwest ¼, Section 35, T6S, R34, E.B.M., consisting of a 10-foot radius circle, the central point of which is more particularly described as follows:
>
> Beginning at the South ¼ corner of said Section 35, and running thence North 0º29'07" East 153.95 feet along the North-South centerline of said Section 35; thence West 38.65 feet to the TRUE POINT OF BEGINNING, said point of beginning being the center of the pole and also being a radius point for the parcel of property, said radius being 10 feet in length.

2. That the term of this lease shall be three (3) years, commencing May 15, 2025 and ending April 30, 2028.

3. The parties agree that Riverbend shall pay the sum of Two Hundred Sixty Dollars and Zero Cents ($260.00) per month for the lease and easement rights, payable in monthly installments beginning May 15, 2025 and by the first day of each month thereafter.

4. That the City hereby grants to Riverbend, an easement along, over, and across the following described property:

> The east 50 feet of the SE ¼ of the SW ¼ of Section 35, Township 6 South, Range 34, E.,B.M. lying south of Fore Road and extending south to the South ¼ corner of said Section 35

Said easement being for purposes of maintenance and operation, ingress and egress to the booster antenna on the leased property.

5. Riverbend shall purchase a comprehensive liability insurance policy in the amount of $1,000,000 combined single limit to indemnify City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by Riverbend's insurance carrier as a covered entity under the terms of said policy. Moreover, Riverbend 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 City at least thirty (30) days written notice.

6. The parties agree that the City shall not be held liable for any maintenance, repair, or re-installation costs nor for any loss or damage which might occur to Riverbend's property on the leased premises, unless said loss or damage occurs as a result of the City's or its employees' negligent act or acts.

7. Riverbend agrees to fully indemnify and hold harmless the City, its officers, employees, agents, and successors from and against any and all actions, causes of action, claims, judgments, settlements, demands, liabilities, losses, damages, or expenses of whatsoever kind or nature, including, but not limited to, those arising from death, personal injury, or nuisance, which the City, its officers, employees, agents, or successors shall or may sustain or incur by reason of or as a consequence of Riverbend's installation and use of equipment or machinery on City property.

8. The parties agree that the lease and easement shall terminate and become extinguished upon any of the following events:

a) Riverbend ceases to exist as an Idaho Limited Liability Company;

b) Riverbend ceases to be licensed to do business in the State of Idaho;

c) Riverbend files Bankruptcy under the federal bankruptcy laws;

d) Use of the antenna or other equipment interferes with the communicating systems of the City of Pocatello;

e) Riverbend allows the antenna or other equipment to fall into such a state of disrepair as to constitute a public nuisance or private nuisance;

f) Riverbend no longer utilizes said antenna and equipment;

g) Use of maintenance of the antenna or equipment interferes with the operations of any City department;

h) Failure to pay the monthly fee as provided for in this Agreement; and/or

i) The City requires the use of said property for its operations.

j) Either party provides thirty (30) days written notice of its intent to terminate the Agreement.

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.

9. 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:

CITY:	Water Superintendent City of Pocatello PO Box 4169 Pocatello, ID 83205
RIVERBEND:	Riverbend Communications, LLC Attn: Kevin O'Rorke 400 W Sunnyside Road Idaho Falls, ID 83402

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 States Post Office.

10. No right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by Riverbend without the prior written consent of the City, which should not be reasonably withheld.

11. 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.

12. This instrument constitutes the sole and only agreement between the City and Riverbend respecting the demised premises, the leasing of said premises to Riverbend, or the lease term herein provided and correctly sets forth the obligations of the City and Riverbend 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.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized representatives.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

RIVERBEND COMMUNICATIONS, LLC, an Idaho limited liability company

_____
KEVIN O'RORKE, General Manager

STATE OF IDAHO)
ss:
County of Bannock)

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

IN WITNESS WHEREOF, I have hereunto set my hand and 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 Bonneville)

On this _____ day of _____, 2025 before me, the undersigned, a Notary Public in and for the State, personally appeared Kevin O'Rorke known to me or proved to me to be the General Manager of Riverbend Communications, LLC, an Idaho Limited Liability Company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of Riverbend Communications, LLC.

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: _____

CITY OF POCATELLO

Sanitation Services Department

Agenda Item #13

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: May 7, 2025

SUBJECT: Recommendation to Declare Surplus Property and for Equipment Exchange Agreement

It is my recommendation that the City of Pocatello declare the two below-listed vehicles as surplus property in accordance with the rate study capital replacement plan.

1. 773SAN: 2017 Peterbilt 320 Side Load Refuse Truck, 3BPZL70XXHF107883
2. 763SAN: 2017 Peterbilt 320 Side Load Refuse Truck, 3BPZL70XXHF107882

The Sanitation Services Department is recommending to surplus this property by entering into an agreement with Future Enterprises, Inc whereby the City exchanges the aforementioned vehicles, which are valued at $50,000, in return for cardboard recycling routes and containers, also valued at $50,000, from Future Enterprises, Inc.

The proposed agreement is attached hereto for Council and Mayor approval. The Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the transaction.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney

DATE: May 9, 2025

RE: Declaration of Surplus Property and Equipment Exchange Sale Agreement – Sanitation

I have reviewed the request to have two (2) Sanitation Department vehicles be declared surplus property and I have reviewed the Equipment Exchange Sale Agreement between The City of Pocatello and Future Enterprises, Inc. I have no legal concerns with the City Council declaring the vehicles to be surplus property and authorizing the Mayor's signature on the Equipment Exchange Sale Agreement and all other documents needed to facilitate the exchange.

Please contact me with any questions or concerns.

EQUIPMENT EXCHANGE SALE AGREEMENT

by and between

CITY OF POCATELLO
"Seller"

and

FUTURE ENTERPRISES, INC.
d/b/a WESTERN RECYCLING
"Buyer"

Dated: _____, 2025

EQUIPMENT EXCHANGE SALE AGREEMENT

This Equipment Exchange Sale Agreement ("Agreement"), is made and entered into as of this ___ day of _____, 2025 ("Effective Date"), by and between the City of Pocatello, an Idaho municipal corporation, whose address is 911 N. 7th Avenue, Pocatello, Idaho 83201 ("Seller"), and Future Enterprises, Inc., an Idaho corporation, d/b/a Western Recycling, whose address is 1990 So. Cole Rd. Boise,ID 83709 ("Buyer").

RECITALS

WHEREAS, the Seller is the legal owner of certain vehicles described below that have been declared to be surplus property by the City Council of the City of Pocatello: and

WHEREAS, it is in the best interest of the public for the Seller to exchange said surplus vehicles; and

WHEREAS, the Buyer is the legal owner of fifty-nine (59) yard bins and desires to exchange said bins as well as the right to service the bins' locations for the Seller's vehicles.

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

1. Equipment to be Exchanged. The Seller agrees to transfer and deliver to the Buyer the following surplus vehicles (the "Vehicles"):

Vehicle 1:

Make:	Peterbilt
Model:	320 Side-Load Refuse Truck
Year:	2017
VIN:	3BPZL70XXHF107882

Vehicle 2:

Make:	Peterbilt
Model:	320 Side-Load Refuse Truck
Year:	2017
VIN:	3BPZL70XXHF107883

2. The Buyer agrees to transfer and deliver to the Seller fifty-nine (59) yard bins (the "Bins"), with the following description (if applicable):

Bin Type:	Steel Cardboard Container
Size/dimensions:	4 to 8-yard

3. Material: The parties agree that the Vehicles and Bins are being exchanged as equal or mutually agreed value, and no additional monetary payment is required.

4. Seller's Representations. Seller is the lawful owner of the Vehicles and has the right to transfer ownership. The Vehicles are free of all liens, claims, and encumbrances. Except as provided herein, the Vehicles are delivered in an "AS IS" CONDITION, "WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS." OTHER THAN AS SET FORTH EXPRESSLY IN THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE TRANSFERRING PARTY CONCERNING SUCH ITEMS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. Buyer's Representations. Buyer is the lawful owner of the Bins and has the right to transfer ownership. The Bins are free of all liens, claims, and encumbrances. Except as provided herein, the Bins are delivered in an "AS IS" CONDITION, "WITH ALL FAULTS, INCLUDING BUT NOT LIMITED TO, BOTH LATENT AND PATENT DEFECTS." OTHER THAN AS SET FORTH EXPRESSLY IN THIS AGREEMENT, NO WARRANTIES, EXPRESS OR IMPLIED, ARE MADE BY THE TRANSFERRING PARTY CONCERNING SUCH ITEMS, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

6. Deliver and Transfer of Ownership. Ownership and possession of the Vehicles and Bins shall be transferred simultaneously on or before May 30, 2025 ("Closing Date"), at Buyer's business location in Pocatello, Idaho. Upon the Closing of this transaction, the servicing of the bins previously performed by Seller shall cease and such servicing rights shall hereby be automatically assigned to Buyer upon delivery and the transfer of the bins to Buyer. The parties may agree by mutual agreement to extend the Closing Date to an alternative date. Prior to the Closing Date, the parties hereto shall each have the opportunity to perform a full inspection on the equipment being exchanged, including taking the two Vehicles to a mechanic for review at the cost of Buyer. At the time of the delivery of the two Vehicles involved in this exchange, the Seller shall execute a certificate of title, bill of sale, or other instrument of transfer of title to Buyer. The parties shall execute such other and additional documents as may be deemed reasonably necessary in order to transfer title of the items to the other party. Seller shall transfer any warranties with regard to the motor vehicles currently held by Seller in order that Buyer can enforce those warranties, if any.

7. Locations of Bins. Within a reasonable time after the execution of this Agreement, which time shall in no case be later than May 30, 2025, Seller shall provide to Buyer the addresses of the locations of all of the bins in order for Buyer to service the bins after the Closing at those locations. Seller agrees upon the Closing of this sale transaction that Seller shall no longer service those locations in any manner and shall cooperate with Buyer in assisting Buyer being able to service the locations where the bins are located.

8. Proration of Any Personal Property Taxes. The parties agree that any personal property taxes assessed with regard to the property being exchanged shall be prorated between the parties for 2025 as of the Closing Date with Seller paying all prior property taxes prior to Closing for the Vehicles and Buyer paying any property taxes for the Vehicles after the Closing Date. The parties further agree that Buyer shall pay all proper property taxes prior to Closing for the Bins and Seller shall pay any property taxes for the Bins after the Closing Date.

9. Further Assurances. Provided the same does not result in any expense or liability to the requested party in addition to that specifically provided elsewhere or contemplated in this Agreement, each party will from time to time after the Closing Date, upon the request of the other party, do, execute, acknowledge and deliver such further acts, bills of sale, assignments, assumptions, transfers and conveyances as may be reasonably required to consummate the transactions contemplated herein or to convey, transfer, assign and vest in the acquiring party all of the transferring party's right, title and interest in and to the assets being sold.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement contains the entire understanding between the parties.

10.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho.

10.3 Amendments. No amendment shall be effective unless in writing and signed by both parties.

10.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

10.5 Survival. The obligations of the parties under this Agreement shall survive the Closing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

CITY OF POCATELLO

By: _____
Its: _____

BUYER:

FUTURE ENTERPRISES, INC.,
d/b/a WESTERN RECYCLING

By: David J. Dean
Its: President