

CITY OF POCATELLO
CITY COUNCIL MEETING AGENDA

January 21, 2016 · 6:00 PM
Council Chambers | 911 N 7th Avenue

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by a representative of the Baha'i Faith.

3. CONSENT AGENDA

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

(a) MINUTES: Council may wish to waive the oral reading of the minutes and approve the following minutes from January 7, 2016: Budget Restructuring meeting; Clarification and Regular Council meeting.

(b) TREASURER'S REPORT: Council may wish to consider the Treasurer's Report for ** showing cash and investments as of December 31, 2015.

(c) AIRPORT COMMISSION REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Dawn Sparrow-Clark to continue her service as a member of the Airport Commission. Ms. Sparrow-Clark's term will begin February 5, 2016 and will expire February 5, 2018.

(d) ANIMAL SHELTER ADVISORY BOARD REAPPOINTMENTS: Council may wish to confirm the Mayor's reappointment of Mary Johnson, Eileen Jackson and Stephanie to continue their service as members of the Animal Shelter Advisory Board. Ms. Johnson's and Ms. Jackson's terms will begin February 8, 2016 and will expire February 8, 2018; Ms. Adam's term will begin February 2, 2016 and will expire February 2, 2018.

(e) FORT HALL REPLICA COMMISSION REAPPOINTMENTS: Council may wish to confirm the Mayor's reappointments of Dorsey Plenty Wounds and Judy Taylor to continue their service as members of the Fort Hall Replica Commission. Mr. Plenty Wounds' term will begin January 6, 2016 and will expire January 6, 2020. Ms. Taylor's term will begin February 3, 2016 and will expire February 3, 2020.

(f) HISTORIC PRESERVATION COMMISSION REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Stephanie Christelow to continue her service as a member of the Historic Preservation Commission. Dr. Christelow's term will begin February 5, 2016 and will expire February 5, 2019.

(g) HOUSING AUTHORITY OF POCATELLO APPOINTMENT: Council may wish to confirm the Mayor's appointment of Ashley Batts to serve as the resident representative on the Housing Authority of Pocatello, replacing Barbara Martin who resigned. Ms. Batt's term will begin January 22, 2016 and will expire June 23, 2019.

(h) MEMORANDUM OF UNDERSTANDING FOR SEICAA RSVP PROGRAM—
LIBRARY: Council may wish to approve a Memorandum of Understanding (MOU) between the City of Pocatello and Southeastern Idaho Community Action Agency, Inc. (SEICAA). The MOU will allow SEICAA's Retired Senior Volunteer Program (RSVP) to establish a volunteer workstation at Marshall Public Library for the purpose of volunteer placement. There is no cost to the City.

Documents: [AGENDA-ITEM3.PDF](#)

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

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

6. SHORT PLAT—KJ'S SUBDIVISION

Kristy Jensen (mailing address: 617 McKinley Avenue, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201), has submitted a short plat application for a replat of the South ½ of Lot 4, Block 1, Richland Townsite into 3 residential lots. The subdivision is to be known as KJ's Subdivision.

At their meeting held on January 13, 2016, the Planning and Zoning Commission recommended approval of the plat.

(Pertinent information attached.)

Documents: [AGENDA-ITEM6.PDF](#)

7. SHORT PLAT—VISTA VILLAGES SUBDIVISION REPLAT

Steve Ernst (mailing address: 114 Davis Drive, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201), has submitted a short plat application for a replat of Lots 1 and 4, Block 1 Vista Villages Subdivision. The request is to subdivide the two existing lots into 4 residential lots. The subdivision is to be known as Vista Villages Subdivision Replat.

At their meeting held on January 13, 2016, the Planning and Zoning Commission recommended approval of the plat.

(Pertinent information attached.)

Documents: [AGENDA-ITEM7.PDF](#)

8. "COUNCIL SELECT" FUNDING REQUEST—MATHCOUNTS

Southeast Idaho MATHCOUNTS, represented by Krystal Chanda (mailing address: P.O. Box 1327, Pocatello ID 83204), is requesting that "Council Select" funds in the amount of \$250.00 be used to help pay for expenses in connection with a math competition for middle school students living in southeast Idaho. The competition will be held at Idaho State University on February 6, 2016. (As of January 15, 2016 \$5,000.00 remains in the "Council Select" fund.)

(Pertinent information attached.)

Documents: [AGENDA-ITEM8.PDF](#)

9. PIGGY-BACK BID—ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING

Council may wish to consider staff's recommendation to approve a piggy-back bid on a State of Idaho Department of Commerce bid in the amount of \$12,700.00 and, if it is accepted, authorize the Mayor to sign necessary documents, subject to Legal Department review. The bid is for completion of an update to the City's Analysis of Impediments to Fair Housing (AI) a requirement of the City's participation in the CDBG program. The chosen contractor is BBC Research and Consulting.

(Pertinent information attached.)

Documents: [AGENDA-ITEM9.PDF](#)

10. BID/CONTRACT—2016 SANITARY SEWER REHABILITATION (CIPP) PROJECT

Council may wish to accept the recommendations of staff regarding the 2016 Sanitary Sewer (CIPP) Project, subject to Legal Department review, as follows:

(a) Accept the lowest responsive bid received on January 12, 2016 from Planned and Engineered Construction, Inc., in the amount of \$228,500.00 (base bid); and, if the bid is accepted;

(b) Authorize the Mayor's execution of an Agreement between the City of Pocatello and Planned and Engineered Construction in the amount of \$278,040.00 (base bid plus alternates,) for the 2016 Sanitary Sewer Rehabilitation (CIPP) Project.

This project involves Cured-In-Place-Pipe (CIPP) lining of various sanitary sewer pipes located throughout the city. If approved, the work will begin by April and will be completed by June of 2016. Funds for this project are budgeted and available in the Water Pollution Control capital account.

(Pertinent information attached.)

Documents: [AGENDA-ITEM10.PDF](#)

11. TRADE AND PURCHASE OF FIREARMS—POLICE

Council may wish to consider the Police Department's recommendation and accept the quote from Salt Lake Wholesale (Blue Label Glock Dealer for Law Enforcement) for the following firearm upgrades:

(a) Trade-in 16 older officer duty guns at \$314.00 each (total \$5,024.00); and

(b) Purchase 19 new Glock 21 Generation 4 officer duty guns at \$469.00 each (total \$8,911.00).

Final cost will be \$3,887.00. The purchase of new firearms is included in Police Department's 2016 Fiscal Year budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM11.PDF](#)

12. MAINTENANCE SERVICE TRUCK BID—WPC

Council may wish to accept the recommendations of staff and award the bid for one (1) 2016 Ford F550 truck with service body and crane to Cobalt Truck Equipment in the amount of \$144,850.00. Funds for the truck purchase are available in the Water Pollution Control (WPC) Department's Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM12.PDF](#)

13. COPIER LEASE AGREEMENT—TOSHIBA FINANCING

Council may wish to approve a Lease Agreement with Toshiba Financing to lease a Toshiba Copier/Printer for use at City Hall. The terms of the lease agreement are \$306.76 per month for 63 months.

(Pertinent information attached.)

Documents: [AGENDA-ITEM13.PDF](#)

14. DISCUSSION ITEMS

This time has been set aside to hear discussion items not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought

forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

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.

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

CITY OF POCA TELLO, IDAHO
SPECIAL CITY COUNCIL MEETING
BUDGET RESTRUCTURING
JANUARY 7, 2016

AGENDA ITEM NO. 1: The City Council Budget Restructuring meeting was called to
ROLL CALL order at 9:16 a.m. by Mayor Brian Blad. Council members
present were Steve Brown, Craig Cooper, Jim Johnston, Gary
Moore, Eva Johnson Nye and Michael L. Orr.

CITY DEPARTMENT PRESENTATIONS-

It was announced that Department presentations would be given at this time. Presentations will include the following: 1. Employees; 2. Total Budget; 3. Activity or service the department provides; 4. Percentage of city services supported by taxes and percentage that are supported by user fees; 5. Ideas to increase city revenues; and 6. Future needs.

-MAYOR/COUNCIL Anne Nichols, Assistant to the Mayor, provided information
DEPARTMENT regarding the Mayor/Council Department. Ms. Nichols explained there are 11 total positions in the department: 4 full-time positions, one half-time position and 6 Council member positions.

Ms. Nichols gave a partial breakdown of the activities and/or services the department provides. They include: 1) set policies and laws; 2) set budgets; 3) appoint and confirm Advisory Board Members; 4) Economic Development; 5) prepare and distribute City Council Agendas and minutes; 6) oversee record policies; 7) oversee Elections; 8) oversee Advisory Boards; 9) update Mayor/Council Webpages; 10) schedule City Hall Conference Rooms and room equipment; and multiple other duties as staff interacts with the public and other agencies.

Ms. Nichols noted the total budget for Fiscal Year 2016 is \$656,172.00 which 91.60% is tax supported and 8.40% is fee supported (Beer/Wine/Liquor licenses). The following breakdown of the budget was reviewed: Salary/benefits \$528,766.00; insurance \$5,227.00; Admin. Fee \$42,502.00; Operating \$79,677.00. Ms. Nichols stated \$55,122.50 is the actual revenue for Fiscal Year Fiscal Year 2015.

IDEAS TO INCREASE REVENUE: 1) increase Beer/Wine/Liquor Fees/ and 2) Conference Room Rental Fees for Outside Agencies. It would need to be determined which department would receive room rental fees. This is unknown because the Mayor's office tracks scheduling however, the Building Department provides maintenance of the conference rooms.

FUTURE NEEDS INCLUDE: Software Product-OnBase Workflow and Electronic Record Management was reviewed. It was noted the use of electronic record management has greatly reduced the amount of paper handled by staff and enhanced staff time. Ms. Nichols mentioned staff is researching software options for taking City Council minutes to replace outdated software. It was mentioned staff would like to start saving for a new department vehicle and office furniture. The department's vehicle currently has over 100,000 miles and is the only source of transportation for traveling out of town for City business by the Mayor and staff.

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-HUMAN RESOURCES
DEPARTMENT

Kim Smith, Human Resources Director, gave an overview of the Human Resources (HR) Department. Ms. Smith stated she would review the following topics: Staffing, Responsibilities, Budget, Revenue and Expenses, Future needs (Direction).

STAFFING – 5 full-time employees which includes: HR Director, two HR Consultants, Safety and Wellness Coordinator; and HR Administrative Assistant. This staffing level has remained unchanged since 2009.

RESPONSIBILITIES – Employment (approximately 1,800 applications processed per year); Civil Service (Police and Fire) application and hiring process is complicated; Employee Benefits; Compensation Management; Employment Law Compliance; Employee Safety (includes Workers Compensation) and Wellness; Performance Management; Labor; Personnel Policy; and Administration.

Civil Service positions were discussed and the difficulty of recruiting and finding individuals that are able to pass the testing and meet the criteria to become an officer or firefighter. This is a nationwide issue and HR staff is working with Police and Fire chiefs to evaluate the hiring process.

General discussion regarding the City's Continuing Education Program followed. It was mentioned an incentive to encourage employees to remain with the City once their degree is obtained is needed. It was noted that most employees utilizing the Program are working on their bachelor's degree and many are related to their position. Council is interested in receiving a quarterly report of employee exit interviews.

Compensation management was reviewed. It was noted that a Classification and Compensation Study has been in progress spanning a two year period. Currently HR staff receives approximately 20 classification review requests per year. It was clarified that current positions are reevaluated when a request is received from a supervisor.

Administration duties were reviewed. Seven hundred (700) timesheets are processed each pay period, payroll garnishments, ISU Work Study Program, Employment Verification and general inquiries.

BUDGET FISCAL YEAR 2016 – \$501,640.00 is supported 100% through interfunds from each department. HR Division largest expense items are: \$14,301.00 – Employee Assistance Program; \$12,000.00 – Management Training and Development; and \$5,400.00 – Drug Testing. Wellness Division budget is \$96,940.00. The largest expense items are: \$25,000.00 - Health Fair; \$20,000.00 - Mercer Consulting; and \$19,625.00 - Tangible Incentives and Supplies.

Ms. Smith reviewed measures of efficiency for the department. She noted there are .9 HR staff for every 100 employees (full-time and half-time) served. This number changes to .7 HR staff for every

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100 employees if part-time employees are included. Ms. Smith stated the benchmark is 1.3 staff per 100 employees. Wellness expense per Employee is \$176.00 and the benchmark is \$300.00 to \$400.00.

REVENUE AND EXPENSES – Ideas to decrease expenses for HR is to: 1) transfer cost of drug tests to user departments; 2) spread cost of the Employee Assistance Program among departments; 3) transfer cost of retirement gifts to retiree's department; and 4) transfer cost of health club reimbursements to user departments. Ms. Smith did not feel there would be a significant impact to implement the changes. The funds allocated from all departments would just change hands and there will be no difference in actual costs for the City.

FUTURE NEEDS (DIRECTION) – Evolve from administrative function and invest in technology to perform functions such as: benefits administration, time and attendance, performance management and personnel file maintenance. If the administrative tasks are automated, HR staff will be able to spend time with organization development and consulting such as: Workforce Planning; Onboarding; Leadership Development; Succession Management; and Employee Engagement.

Ms. Smith reviewed the new automated employment application process. The new process has saved staff time and she would like to move forward to automate other functions. The employee timesheet process was reviewed and the potential cost savings if this process was automated.

Chris Sorenson, Information and Technology Director, reviewed software available that would reduce staff time to complete the bi-weekly payroll process. He feels the current process is outdated and there are multiple options that can be beneficial to the City. Mr. Sorenson mentioned funds to purchase the software will be recovered with savings from staff labor and the elimination of paper timesheets.

Joyce Stroschein, Chief Financial Officer/Treasurer, explained a control will need to be in place so actual employee hours worked are reported correctly. She added that supervisors or managers must be able to verify the reported hours worked. Ms. Stroschein will check with the City's auditor to make sure the software being proposed does not make the City a high risk for payroll processing control.

Mayor Blad called for a recess at 10:35 a.m.

Mayor Blad reconvened the meeting at 10:46 a.m.

-COMMUNITY MEDIA
DEPARTMENT

Logan McDougall, Public Information Officer for the City and Community Media Department, Director, gave an overview of his department. Mr. McDougall stated the department's mission is: Community Access Television is a public forum which helps build

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community through communication. It offers a unique and powerful venue for citizen expression and promotes community dialogue.

Mr. McDougall stated his department provides a variety of programs. He acknowledged Ken Wilson, a long-term employee and his positive impact within the department.

SERVICES PROVIDED - Government Access Channel 56 airs "Gavel to Gavel" coverage of Pocatello City Council meetings; Planning and Zoning; Calling City Hall as well as School District No. 25 Board meetings and Candidate forums during election years.

Access Programming Channel 64 aired 970 programs in Fiscal Year 2015. These include 94 live studio; 249 taped studio; 124 twelve tone (radio); 114 on location; 81 local import; 223 import; 58 council chambers; and 27 shorts.

It was noted that Cable One provides access to both channels. However, the meetings can be streamed live on a tablet or other electronic device.

EMPLOYEES AND BUDGET - Mr. McDougall stated there are 6 employees in the department. (3 full-time and 3 half-time employees.) Fiscal Year 2016 Budget for the department is \$305,754.00 of which approximately 8% is taxes; 88% is Cable Franchise Fees; 2% General Charges and 2% from the City of Chubbuck.

INCREASE REVENUE IDEAS – Increase dub charges (minimal increase to revenue); Hire out video services (direct competition with private business); Monetize YouTube (pays fraction of a cent per view); and research available grants (limited availability, competitive landscape).

FUTURE NEEDS– 1) High Definition Conversion (currently broadcasting in 4:3) estimated cost \$45,000 – \$60,000; and 2) Continued Transition to Online Model (online and on-demand, streaming already utilized, on-demand). Noted already utilizing streaming and this will increase.

Mr. McDougall shared his concerns with the decrease in cable franchise fees. In 2015, research firm Pacific Crest showed households with cable are down 10% in the past five years. Mr. McDougall clarified that franchise fees are only tied to cable television and not the internet even though they are using the same infrastructure.

GOVERNMENT ACCESS STATION ONLY SCENARIOS - Scenario No.1 - Reduction in employees, 2 full-time, 1 part-time, 1 half-time (PIO, Production Manager and 2 Production Assistants). Advantage is flexibility in scheduling. Disadvantage is tough to recruit qualified people. Scenario No. 2 - Reduction in Employees, 3 full-time (PIO, Production Manager and 1 Production Specialist). Advantage is able to recruit qualified people. Disadvantage is lack of flexibility in scheduling.

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Mr. Orr asked about the differences in reported expenses for the department. It was noted that the Video Services director position remained unfilled showing less expenses in Fiscal Year 2015. Mr. McDougall continued to explain an increase in expenses for Fiscal Year 2016 is because \$50,000.00 was allocated to help with cost of living adjustments and an increase in health benefit costs for the City.

In response to a question from Ms. Nye, Mr. McDougall explained if Public Access Channel 67 was deleted the City would not see a significant cost savings. He noted taping hours for most programs are during regular business hours so employees are not working alternate hours. There are very few programs that require "after business" hours.

In response to a question from Council, Mr. Wilson explained he will review the dubbing policy for requests of taped programs. The City's Community Media handbook was adopted by Council in May 2015. The handbook requires permission from the creator of the program prior to dubbing and releasing a copy. It was suggested that prior to taping a show a person sign a form that allows copying of the program. Mr. Wilson will research the policy and report back to Council.

-REGIONAL TRANSIT DEPARTMENT Dave Hunt, Pocatello Regional Transit, Director, provided information regarding the Transit Department. He noted the Transit Department's mission is – To provide safe, reliable, efficient and coordinated transportation to our customers throughout the service area.

Mr. Hunt stated he would review the following: Organizational Chart; Budget, Services Provided, comparisons with other cities, options to reduce tax funding and future needs.

EMPLOYEES – 67 total employees (Full-time 20, Half-time 1, Part-time 46) The positions are: 2 General Administration, 3 Dispatcher/Clerks, Supervisors, Bus Operators, Mechanics and Fueler/Cleaners.

BUDGET: Mr. Hunt explained the Transit Department expense budget for Fiscal Year 2016 is \$3,022,743.00. Anticipated revenues are: 53% Federal Grants \$1,601,203.00; 19% City of Pocatello funds \$569,564.00; 19% Various Contracts \$568,600.00; 5% Fares/donations \$143,150 (actually collected on the bus); 2% ISU Campus \$61,500.00; 1% Cities/Counties \$48,400.00; and 1% other (auction, salvage, refunds, etc.) \$30,326.00. Total \$3,022,743.00.

SERVICES PROVIDED – Mr. Hunt gave an overview of daily operations. They include: Fixed Route (Motor Bus), General Public, ADA access, Weekdays 6:20 a.m. to 6:40 p.m., Saturdays 9:20 a.m. to 5:40 p.m., September to May – 8 Routes plus 3 School Tripper Routes; and June to August – 5 Routes.

Council discussion regarding transporting students for Charter Schools followed. It was noted that this is part of the national transportation dynamic for today. Transporting students by bus results in fewer vehicles on the road. Areas that can become congested with traffic are easier to manage.

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Efforts to work with School District No. 25 were reviewed. Transit buses have been used for school field trips and the students pay the fare for bus use.

COMPARISONS- When compared with other cities such as Boise, Salt Lake City, Coeur d'Alene, Lewiston and Logan, Pocatello came in as:

Fixed Route Cost Per Hour - the lowest cost;
Fixed Route Cost Per Rider - second lowest cost;
Special Services Demand Cost Per Hour – tied with Boise for lowest cost;
Special Services Demand Cost Per Rider – the lowest cost.

Service Consumed 2015 Ridership – fixed route 255,690; demand response 33,673; and rural program 45,905. Total ridership 335,268.

OPTIONS TO REDUCE TAX FUNDING – Research to reduce Services – process began in May 2015 and will continue per federal requirements; Increase Program Revenues – Bus wraps (7 new buses from UTA), Private donations/sponsorships, ISU contributions, City of Chubbuck share.

FUTURE NEEDS – Capital Replacement Fund – generally 20% of total costs. May be managed through program revenue accounts. Bus Stop Improvements – driven by safety and accessibility. Priority at key transfer locations. Ideas were shared of how to promote advertising for bus wraps and how the costs are determined. Representative from SICOG may help encourage advertisement of buses.

In response to a question from Council, Mr. Hunt explained the City of Chubbuck is not providing the actual costs to run Pocatello Transit buses within their city. He noted services have been cut back in Chubbuck. Mr. Hunt explained Idaho State University and City of Chubbuck have expressed increased support, but additional funding amounts have not been determined.

There being no further business, Mayor Blad adjourned the meeting at 12:03 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

RUTH E. WHITWORTH, CITY CLERK

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
JANUARY 7, 2016

CLARIFICATION MEETING

The City Council Agenda Clarification Meeting was called to order at 5:32 p.m. by Mayor Brian Blad. Council members present were Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael

L. Orr. Council member Eva Johnson Nye arrived at 5:36 p.m. No motions, resolutions, orders, or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

AGENDA ITEM NO. 1: The Regular City Council meeting was called to order at 6:02 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Steve Brown, Craig Cooper, Jim Johnston, Gary Moore, Eva Johnson Nye and Michael L. Orr.

The pledge of allegiance was led by a member of Boy Scout Troop No. 777.

AGENDA ITEM NO. 2: The invocation was given by Reverend Jim Jones, representing INVOCATION Blazing Grace Church.

AGENDA ITEM NO. 3: Council was asked to consider the following business items: CONSENT AGENDA

-MINUTES (a) Waive the oral reading of the minutes and approve the minutes from Restructuring Meeting; Executive Session; and a Clarification meeting and Regular City Council meeting.

-PAYROLL AND MATERIAL CLAIMS (b) Consider payroll and material claims for the month of December 2015 in the amount of \$6,836,236.75.

-CONSTRUCTION BOARD OF APPEALS AND REVIEW REAPPOINTMENTS (c) Confirm the Mayor's reappointments of Michael Bright and Terry Swallow to continue their service as members of the Construction Board of Appeals and Review. Both terms will begin December 31, 2015 and will expire December 31, 2017.

-EISENSTEIN MALANCHUK, LLP -LETTER OF ENGAGEMENT (d) Authorize the Mayor's signature on a letter of engagement with Eisenstein Malanchuk LLP (EM). EM will attempt to recover environmental insurance costs spent by the City of Pocatello.

-COUNCIL DECISION -GREENFIELD MEADOWS DIVISION NO. 4 (e) Adopt the Council's decision to grant Satterfield Realty and Development's request for approval of a final plat for Greenfield Meadows Subdivision, Division 4, subject to conditions. The proposed subdivision will consist of twenty-four (24) residential lots on approximately 11.54 acres located on extensions of Owyhee Street and Trevor Street and is zoned Residential Low Density.

A motion was made by Mr. Moore, seconded by Mr. Cooper, to approve the items on the consent agenda. Upon roll call, those voting in favor were Moore, Cooper, Brown, Johnston, Nye and Orr.

Mrs. Nye was excused from the meeting at this time.

AGENDA ITEM NO. 4: Ruth Whitworth, City Clerk, administered the oath of office to the INSTALLATION OF newly-elected City Council members. Council member Jim NEWLY-ELECTED JOHNSTON was sworn in, followed by Steve Brown and Roger Bray. COUNCIL MEMBERS Each person assumed the dais as they completed their oath.

AGENDA ITEM NO. 5: Council took this opportunity to elect a President of the Council in ELECTION OF conformance with Idaho Code Section 50-702. COUNCIL PRESIDENT

A motion was made by Mr. Moore, seconded by Mr. Johnston, to elect Council member Steve Brown as Council President. Upon roll call, those voting in favor were Moore, Johnston, Bray, Brown, Cooper and Orr.

AGENDA ITEM NO. 6: Mayor Blad announced there were no communications or COMMUNICATIONS AND PROCLAMATIONS proclamations. He welcomed boy scouts from Troop No. 777 and Troop No. 315 to the meeting.

AGENDA ITEM NO. 7: Mayor Blad reminded the Council of the January 14th Study Session CALENDAR REVIEW at 9:00 a.m. followed immediately by a Fire Union meeting immediately followed by a Pocatello Police Union meeting; the January 21st Budget Restructuring meeting at 9:00 a.m.; and Regular Council meeting on at 6:00 p.m.

Mayor Blad reminded citizens that Christmas tree drop-off sites will be available through January 12th. Boxes are located at City Hall parking lot; Rainey Park on South Arthur; and Sister City Park entrance on Pocatello Creek Road; winter programs are happening at the Zoo. Contact the Zoo office for more information; City offices will be closed January 18th for Martin Luther King, Jr. Day. However, garbage and recycling pick-ups will be on schedule.

Mayor Blad reminded citizens when clearing snow from sidewalks, residents are asked to refrain from throwing snow into the streets as it can become a driving hazard.

AGENDA ITEM NO. 8: This time was set aside for the Council to hear comments from the PUBLIC HEARING public concerning a request by Ryan Satterfield of Pocatello Creek -EXTENSION OF Development Corp. (mailing address: 2432 Andrew Street, LOIS LANE ANNEXATION Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201). The request is for approximately 14.44-acre area of land extending the City limits east on an extension of Lois Lane, east of Crestview Park 1st Addition that is currently located within the Area of City Impact. Specifically, the request includes the following: 1) that the property be annexed into the corporate boundaries of the City of Pocatello; 2) that the Comprehensive Plan Map designation be "Residential"; and 3) that the subject property shall have a zoning designation of "Residential Low Density (RL)."

Mayor Blad opened the public hearing.

Mayor Blad announced there had been no ex parte communication.

Ryan Satterfield, 2432 Andrew Street, gave an overview of the 14.44 acre proposal.

Matthew Lewis, Planning Manager, gave a summary of the annexation and zoning designation request. In response to questions from Council, he clarified that in order for an area to be designated "Residential Low Density," individual lots must be at least 9,000 square feet. Mr. Lewis added that according to the preliminary plat for the development, each single-family home would be greater than 9,000 square feet.

Mayor Blad announced no written correspondence had been received.

Tom Pederson, 2009 Sunrise Way, spoke uncommitted to the proposal. He stated he lives at the corner of Satterfield Drive and Sunrise Way and is concerned about the traffic increase caused by construction and land development in his neighborhood.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the proposal and shared her concerns regarding possible tax increases and the potential strain on City water services.

Idaho Lorax, Pocatello resident, spoke in opposition to the proposal and shared his concerns regarding possible necessary environmental assessments.

Mr. Satterfield responded to the concern regarding additional construction traffic in the area. He stated that when there are construction projects anywhere in the city, there is a potential impact on surrounding residents. Mr. Satterfield added that there are three different routes available to reach the proposed development and law enforcement should be contacted if motorists do not abide by city codes.

In response to a question from Council, Mr. Satterfield stated since his family began developing properties in the 1930's, water concerns have been a high priority in all projects. He feels that working together with the City of Pocatello on future developments on water issues will bring about positive results.

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

A motion was made by Mr. Orr, seconded by Mr. Johnston, to approve a request by Ryan Satterfield of Pocatello Creek Development Corp, represented by Rocky Mountain Engineering and Surveying, for approximately 14.44-acre area of land extending the City limits east on an extension of Lois Lane, east of Crestview Park 1st Addition that is currently located within the Area of City Impact for the following: 1) that the property be annexed into the corporate boundaries of the City of Pocatello; 2) that the Comprehensive Plan Map designation be "Residential", and 3) that the subject property shall have a zoning designation of "Residential Low Density (RL)" and that the decision be set out in appropriate Council Decision format. Upon roll call, those voting in favor were Orr, Johnston, Bray, Brown, Cooper and Moore.

AGENDA ITEM NO. 9: Council was asked to approve, subject to Legal Department review, -B.I.D. MANAGEMENT AGREEMENT a renewal of the management agreement with Old Town Pocatello to administer and manage the operations of the Business Improvement District (B.I.D.). Council may also wish to acknowledge that they have reviewed the employment agreement of Stephanie Palagi with Old Town Pocatello as provided for in the management agreement.

A motion was made by Mr. Bray, seconded by Mr. Orr, to approve, subject to Legal Department review, a renewal of the management agreement with Old Town Pocatello to administer and manage the operations of the Business Improvement District (B.I.D.) and acknowledge that they have reviewed the employment agreement of Stephanie Palagi with Old Town Pocatello as provided for in the management agreement. Upon roll call, those voting in favor were Bray, Orr, Brown, Cooper, Johnston and Moore.

AGENDA ITEM NO. 10: Council was asked to approve a request from Dave McKinnon representing Western States Equipment Company (mailing address: 8403 South 5th Avenue, Pocatello, ID 83204) for an exception to City Code 15.12.080 that restricts the capacity of above ground fuel tanks. City Code limits tank capacity to 1,000 gallons and Western States would like to install multiple tanks that exceed the allowed capacity.

Building and Fire Department staff recommended approval of the request.

A motion was made by Mr. Moore, seconded by Mr. Cooper, to approve a request from Dave McKinnon, representing Western States Equipment Company, for an exception to City Code 15.12.080 that restricts the capacity of above ground fuel tanks and allow multiple tanks that exceed the allowed capacity of 1,000 gallons at the facility located at 8403 South 5th Avenue. Upon roll call, those voting in favor were Moore, Cooper, Bray, Brown, Johnston and Orr.

AGENDA ITEM NO. 11: Council was asked to accept the Rural Capital Section 5339 Grant, subject to Legal Department review, and authorize the Transit Director to execute the grant and any amendments that may apply. Idaho Transportation Department (ITD) awarded \$525,000.00 for Capital Improvements and equipment for Pocatello Regional Transit's (PRT) new Operations and Maintenance Facility. Funds were delayed until the approval of ITD's State Management Plan. Two installments will be made, one for Fiscal Year 2014 in the amount of \$399,000.00 and one for Fiscal Year 2015 in the amount of \$126,000.00.

The first installment is available upon Council approval, and the second is expected to be available in the spring of 2016. Federal and State rules apply. The local share is from PRT Rural Program revenues and no City funds will be used.

A motion was made by Mr. Johnston, seconded by Mr. Orr, to accept the Rural Capital Section 5339 Grant, subject to Legal Department review, and authorize the Transit Director to execute the grant and any amendments that may apply and that the Idaho Transportation Department award of \$525,000.00 for capital improvements and equipment for Pocatello Regional Transit's (PRT) new Operations and maintenance Facility funding will be received in two installments: 1) for Fiscal Year 2014 in the amount of \$399,000.00 and 2) for Fiscal Year 2015 in the amount of \$126,000.00, expected to be available in the spring of 2016 and that all Federal and State rules shall apply. Upon roll call, those voting in favor were Johnston, Orr, Bray, Brown, Cooper and Moore.

AGENDA ITEM NO. 12: Council was asked to adopt a Resolution supporting the legislative efforts of creating a new class of liquor licenses which will allow full service restaurants in resort cities to serve up to 3 mixed drinks, per person, with meals for their customers while minimizing impacts to existing license holders in an effort to benefit the local and state tourist economy in Idaho.

A motion was made by Mr. Brown, seconded by Mr. Cooper, to adopt a Resolution (2016-01) supporting the legislative efforts of creating a new class of liquor licenses which will allow full service restaurants in Idaho to serve up to 3 mixed drinks, per person, with meals for their customers while minimizing impacts to existing license holders in an effort to benefit the local and state tourist economy in Idaho. Upon roll call, those voting in favor were Brown, Cooper, Bray, Johnston, Moore and Orr.

Mayor Blad explained that in smaller resort communities, such as Driggs, only a few liquor licenses can be held by businesses. With the proposed legislation, an additional classification could be added to allow full service restaurants to serve limited amounts of alcohol. Mayor Blad clarified that Pocatello is not classified as a resort town, but still supports the state legislation.

AGENDA ITEM NO. 13: Council was asked to authorize the Mayor's signature on a DEQ COMPLIANCE AGREEMENT -PUBLIC WORKS

13: Council was asked to authorize the Mayor's signature on a Compliance Agreement Schedule (CAS) with the Department of Environmental Quality (DEQ) for the City's public drinking water system. The CAS is necessary to protect the health and welfare of the citizens utilizing the water system and includes the requirements for submission of a Facility Planning Study and revised request for waiver distribution pressure requirements.

Funds for this study are allocated within the Fiscal Year 2016 Water Department budget.

A motion was made by Mr. Moore, seconded by Mr. Bray, to authorize the Mayor's signature on a Compliance Agreement Schedule (CAS) with the Department of Environmental Quality (DEQ) for the City's public drinking water system and that the CAS will include the requirements for submission of a Facility Planning Study and revised request for waiver distribution pressure requirements. Upon roll call, those voting in favor were Moore, Bray, Brown, Cooper, Johnston and Orr.

AGENDA ITEM NO. 14: SUPPLEMENTAL NO. 3/ PROFESSIONAL SERVICES AGREEMENT -LEWIS STREET BRIDGE PROJECT

14: Council was asked to authorize the Mayor to sign Supplemental Agreement No. 3 to the Local Professional Services Agreement between Keller Associates, Inc. and the City of Pocatello for foundation redesign at Idaho Transportation Department's request. The cost of this supplemental agreement is \$24,600.00 which brings the total amount of the agreement to \$269,000.00. The project requires a 7.34% match, which is budgeted in Fund 70 through transfers from the Street Department.

A motion was made by Mr. Moore, seconded by Mr. Brown, to authorize the Mayor to sign Supplemental Agreement No. 3 to the Local Professional Services Agreement between Keller Associates, Inc. and the City of Pocatello for foundation redesign at Idaho Transportation Department's request and that the cost of this supplemental agreement is \$24,600.00, requiring a 7.34% match, which is budgeted in Fund 70 through transfers from the Street Department. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 15: LEASE AGREEMENTS -AIRPORT

15: Council was asked to approve and authorize the Mayor to sign the following agreements for property at the Airport:

BRUCE BEARD (a) 1,760 square feet of hangar space, one-year term with four one-year renewal options, \$219.59 per month;

BILL EHRSTROM (b) 1,760 square feet of hangar space, one-year term with four one-year renewal options, \$219.59 per month;

MARK EDWARDS/
ELMER SMITH (c) 1,760 square feet of hangar space, one-year term with four one-year renewal options, \$219.59 per month;

All rental rates will be reviewed annually and increased at least by the amount of the Consumer Price Index for the previous year. All leases are subject to Legal Department review.

A motion was made by Mr. Orr, seconded by Mr. Cooper, to approve and authorize the Mayor to sign lease agreements for property at the Airport as outlined in Agenda Item No. 15(a) through 15(c) and that all rental rates will be reviewed annually and increased at least by the amount of the Consumer Price Index for the previous year, subject to Legal Department review. Upon roll call, those voting in favor were Orr, Cooper, Bray, Brown, Johnston and Moore.

AGENDA ITEM NO. 16: Idaho Lorax, Pocatello resident, shared his concerns regarding
DISCUSSION ITEMS proper protocol while meeting with public officials at City facilities. He feels consistency is important when he attends public meetings.

Ruth Whitworth, City Clerk, offered to give Mr. Lorax paperwork regarding his City Council candidacy at that time.

Mayor Blad clarified to Mr. Lorax that he is trespassed from City properties but he is allowed to attend public meetings and turn in appropriate candidacy paperwork.

Mr. Lorax refused to accept the paperwork.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared her concerns regarding alcohol licensing, union benefits, Tax Increment Financing (TIF) Districts and the Constitution.

Kelly Benningfield, 624 West Cedar Street, shared his concerns regarding Idaho State University, the Pocatello Development Authority and City property.

Doug Coffin, 1231 South 3rd Avenue, shared his support for the completion of South Valley Road and asked that one of the three bridges be named the "Greg P. Leger Memorial Bridge." Mr. Coffin added that Greg Leger was a Pocatello resident who attended school in Pocatello, fought in the Vietnam War, was an engineer for the Union Pacific Railroad and was killed in an automobile accident in 1981. He feels it would be appropriate to name a bridge in Mr. Leger's honor.

AGENDA ITEM NO. 17: This time was set aside for the annual State of the City Report.
STATE OF THE CITY A taped report from Mayor Blad and City Department heads
REPORT highlighting special projects over the past year was viewed. Mayor Blad added that 2015 was a great year and City departments have accomplished many worthwhile projects. He thanked City staff and the City Council for working hard on projects and stated he is looking forward to the developments and improvements which will take place in 2016.

Mayor Blad emphasized that Pocatello unemployment rates remain low, job creation is continuing and according to the Idaho Department of Labor, Pocatello continues to lead Idaho out of the recession.

REGULAR CITY COUNCIL MEETING
JANUARY 7, 2016

7

There being no further business, Mayor Blad adjourned the meeting at 7:19 p.m.

APPROVED BY:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

3(h)

DRAFT

DRAFT

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTHEASTERN IDAHO COMMUNITY ACTION AGENCY
RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP)**

641 North 8th Ave., Pocatello, ID 83201

AND

Volunteer Station:

Address:

Telephone:

E-Mail:

EIN #:

This Memorandum of Understanding (MOU) contains basic provisions, which will guide the working relationship between both parties. It may also include Programming for Impact Addendum. This MOU may be amended, in writing, at any time with concurrence of both parties and must be renegotiated at least every three years.

BASIC PROVISIONS OF MEMORANDUM OF UNDERSTANDING

A. Retired and Senior Volunteer Program (RSVP) responsibilities:

1. Recruit, interview, and enroll RSVP volunteers and refer volunteers to the workstation.
2. Instruct RSVP volunteers in proper use of monthly reports, reimbursement guidance and program procedures.
3. Specify, either by written information or verbally (via radio, TV, print or verbal), that volunteers are participants of SEICAA RSVP.
4. Furnish supplemental accident, personal liability, and excess automobile insurance coverage to volunteers during their workstation volunteer time.
5. Periodically monitor volunteer activities at volunteer station to assess and/or discuss needs of volunteers and volunteer station.
6. Reimburse RSVP volunteers for transportation cost between their home and volunteer station in accordance with RSVP policies and budgetary allowances.

DRAFT

7. Conduct recognition activities and/or assist and attend, when invited, recognition events at workstations.

B. Volunteer Workstation Responsibilities:

1. Provide job descriptions to SEICAA RSVP and to new volunteers.
2. Implement orientation, in-service instruction, or special training of volunteers.
3. Interview and make final decision on assignment of volunteers.
4. Provide supervision of volunteers on assignments.
5. Provide for adequate safety of volunteers.
6. Collect and validate appropriate volunteer reports for submission to RSVP office on a monthly basis.
7. Immediately report any accidents and injuries involving RSVP volunteers to the SEICAA RSVP office. All accidents, upon investigation, are to be followed up with a written report, to be submitted to the RSVP office, as to the cause, injury sustained, and result and/or outcome of the accident.

C. Other Provisions:

1. **Separation from Volunteer Service:** The volunteer station may request the removal of an RSVP volunteer at any time. The RSVP volunteer may withdraw from service at the Volunteer Station or from the Retired and Senior Volunteer Program at any time. Discussion of individual separations will occur among RSVP staff, Volunteer Station Staff and the volunteer to clarify the reasons, resolve conflicts, or take remedial action, including placement with another Volunteer Station.
2. **Letters of Agreement:** When in-home assignments of volunteers are made (prior approval must be acquired from SEICAA RSVP), a letter of agreement will be signed by all parties involved. The document will authorize volunteer service in the home and identify specific volunteer activities, periods, and conditions of service.
3. **Religious and/or Political Activities:** The Volunteer Station must not request or assign RSVP volunteers to conduct or engage in religious, sectarian, or political activities.
4. **Displacement of Employees:** The Volunteer Station will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
5. **Accessibility and Reasonable Accommodation:** The Volunteer Station will insure that programs and activities to which RSVP volunteers are assigned are accessible to persons with disabilities and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Volunteer Station will not discriminate against RSVP volunteers or in the operation of its program on the basis of race, color, national origin; including individuals with limited English proficiency, sex, age, political affiliation, religion, or on the basis of disability, if the volunteer is a qualified individual with a disability.

DRAFT

DRAFT

DRAFT

- 7. Supply statistical data, upon request, relating to volunteer impact on community needs, when requested by SEICAA-RSVP.
- 8. Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. It will be reviewed every three years to permit needed changes.
- 9. This Memorandum of Understanding contains all the terms and conditions agreed upon by the contracting parties. No other understanding, oral or otherwise, shall be deemed to exist or to bind any of the parties hereto.
- 10. This Memorandum of Understanding will be in effect upon dated signature of the SEICAA Authorized Signature.

The volunteer Station representative who will serve as liaison with RSVP and who will be responsible for volunteer orientation and supervision is:

Amy Campbell, Reference Librarian 12/2/15
 Name and Title, Volunteer Station Manager Date

Name: _____ Title: _____

Phone: _____

Signature of Volunteer Station Supervisor: _____

Phone Number

I hereby certify, this workstation is a

- A Public Agency
- A Non-profit Origination
- A Proprietary Health Care Origination
- A Public School

Please provide proof of 503 (c) status

SEICAA Authorized Signature

Date

AGENDA

ITEM

NO. 6

**SUBDIVISION APPLICATION
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT**

**SUBDIVISION: K.J.'S SUBDIVISION
Replat of the South ½ of Lot 4, Block 1, Richland Townsite**

MEETING DATE: January 21, 2016
APPLICANT/OWNER: Kristy Jensen
ENGINEER: Rocky Mountain Engineering and Surveying
OF LOTS: 3 residential lots
PUBLIC ACCESS: McKinley Avenue
ZONING: Residential Medium Density – Single Family
ASSIGNED STAFF: Terri Neu, Assistant Planner

RECOMMENDATION:

The Planning and Zoning Commission reviewed and recommended approval, subject to conditions, of the preliminary subdivision plat for this development on January 13, 2016.

RECOMMENDED CONDITIONS:

Staff recommends approval subject to the following conditions:

1. All Public Works and Fire Department comments contained in **Exhibit 1** shall apply.
2. All other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply.

GENERAL BACKGROUND:

Applicant and Request: Kristy Jensen (mailing address: 617 McKinley Avenue, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 E. Oak Street, Pocatello, ID 83201), have submitted a short plat application to subdivide the subject property into 3 residential lots and is to be known as K.J.'s Subdivision.

Site Detail: The proposed subdivision is located at 617 McKinley Avenue. It consists of approximately 0.41 acres within the corporate boundaries of the City of Pocatello and is zoned Residential Medium Density Single Family (RMS). This designation requires a minimum lot size of 5,000 square feet for single family and 4,000 square feet per unit for townhomes in groups of two or more. The lots in the proposed subdivision measure 9,000.60, 4,344.12 and 4,350.12 square feet. The proposed lot sizes comply with the applicable minimum lot size standards for townhomes in groups of two or more.

Right-of-Way Improvements: McKinley and Poole Avenues are fully developed rights of way.

Storm Water: This is an infill development therefore the infrastructure is existing.

Utility Provider and City Department Notice: Utility providers and affected City Departments were provided notice of the proposed plat on December 22, 2015. No major concerns or issues were noted.

Public Works and Fire Department comments contained in **Exhibit 1** shall apply.

Exhibit 2 is the original Vista Villages Subdivision plat.

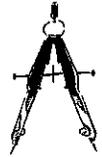


Exhibit 1

Memorandum

To: Terri Neu, Assistant Planner
From: Merrill Quayle P.E. Public Works/Development Engineer *MB*
Date: January 4, 2016
Re: KJ's Subdivision (P&Z 1-13-16 and City Council 1-21-16 Agenda)

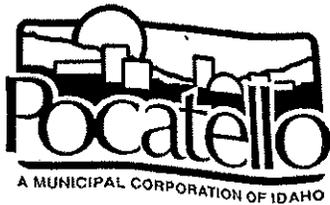
The Public Works Department has reviewed the plat for the above mentioned project and submits that the following changes shall be made prior to beginning construction.

1. Plat

- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor for a more inclusive and comprehensive review preparatory to recording.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's associated with this plat. If there are CCR's they need to be submitted for review by the City Legal Department.
- f. 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.
- g. The plat shall be black opaque ink, no gray scale or color.
- h. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Infrastructure at the time of home construction

- a. It appears that Lots 2 and 3 will be shared for a town house, please clarify.
- b. Sewer service for Lots 2 and 3 will need to be placed at the time of home construction per City requirements.
- c. Water service lines for Lots 2 and 3 shall be taped off the mainline located in Poole Ave. Water meter box locations shall be within the Poole Ave. right-of-way. Contact Water Department for cost to install water services lines through the right-of-way.
- d. Asphalt patch back will meet City of Pocatello Standards.



PLANNING & DEVELOPMENT
PO Box 4169, 911 NORTH 7 AVENUE
POCATELLO, IDAHO 83205
PHONE (208)234-6184; FAX (208)234-6586

SHORT PLAT APPLICATION

Submittal Received: 12-10-15
Staff Contact: TN
PZC Meeting Date: 1/13/16

Permit No.: 15-2576
Receipt #: 43782
Receipt Date: 12-23-15
= Total Due \$ 675⁰⁰

Filing Fee (see below): Plat \$ 350 + Survey \$ 325 + Plan \$ 0 + Inspections \$ 0

PLANNING REVIEW FEES:
Short Plat: \$350.00

ENGINEERING REVIEW FEES:
Survey Review:
Additional accuracy reviews:
Plan Review of public improvements:
Additional plan reviews:
Primary Inspections: 1 - 10 lots =
11-20 lots =
21 + lots =
Subsequent inspections

\$250.00 + \$25.00/lot
\$150.00 per additional review
\$200.00 + \$20.00/lot
\$150.00
\$80.00/lot; \$300.00 minimum
\$70.00/lot
\$60.00/lot
\$150.00 per department per trip to the site
(billed by the Engineering Department)

Applicant:
Name: Kristy Jensen
Mailing address: 617 McKinley Ave., Pocatello, ID 83201
Phone (work/cellular/home): 208-220-6563

Engineer:
Firm & Contact: RMS - J. Mitchell Greer
Mailing address: 600 E. Oak St., Pocatello, ID 83201
Phone (work/cellular/home): 208-234-0110

Project Information:

Subdivision Name: KJ's Subdivision Comprehensive Plan Land Use Designation: RMS
Zoning: Residential Medium Density
Location (Section, Township, Range): Sec 22, T6S, R34E
General Location: 617 McKinley Ave., Pocatello
Total Acreage: 0.41 Total Number of Lots: 3

TERMS AND CONDITIONS

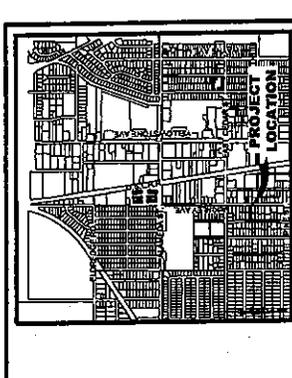
* Replats require submittal, with this application, of the original plat and any associated homeowner covenants. The approval of this application does not permit the violation of any section of the Building Code or other Municipal Codes.

I hereby acknowledge that I have read this application and state that the above information is correct. THIS APPLICATION SHALL NOT BE CONSIDERED COMPLETE (NOR WILL A HEARING DATE BE SCHEDULED) UNTIL ALL REQUIRED INFORMATION HAS BEEN SUBMITTED AND VERIFIED.
I am also aware the applicant or a representative must be present at the Planning & Zoning Commission and/or City Council meeting.

I HAVE READ THE FOREGOING AND AGREE TO THE ABOVE TERMS AND CONDITIONS.
Signature of Applicant: Kristy Jensen Date: 12-8-15

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

Revised



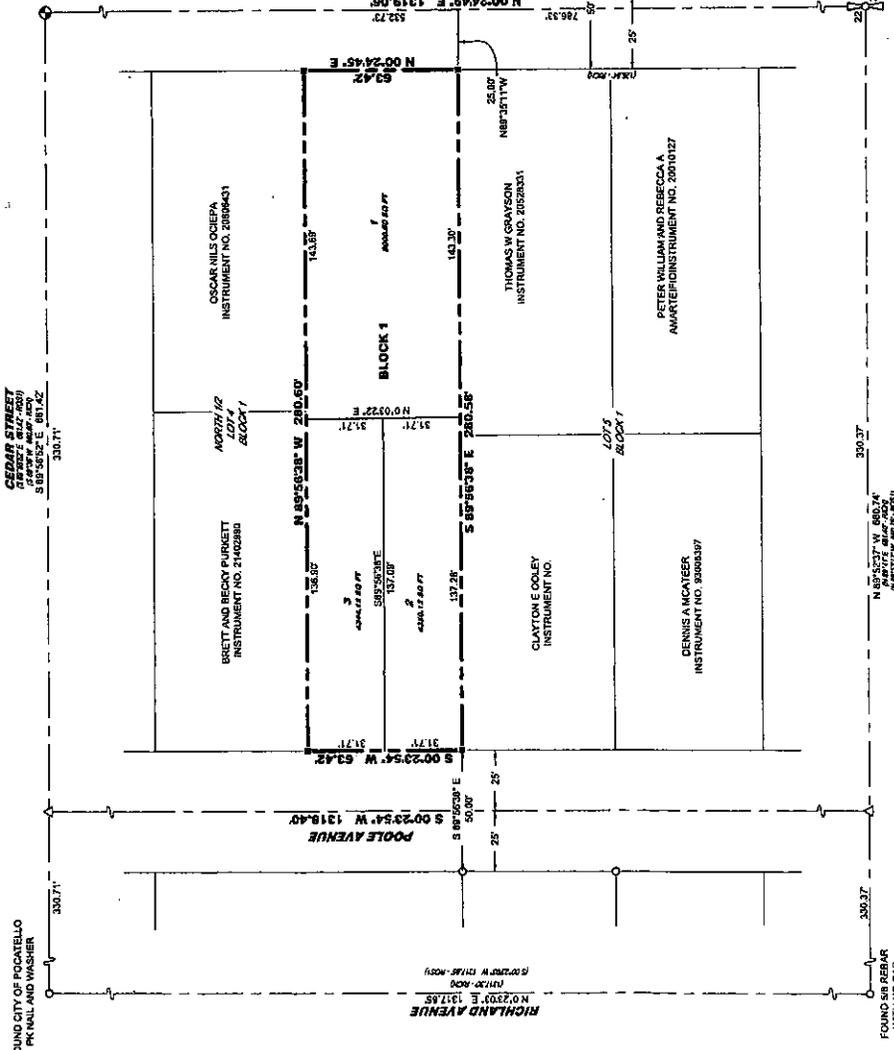
RECEIVED
DEC 22 2015
By

KJ'S SUBDIVISION
A PORTION OF THE SOUTH HALF OF LOT 4, BLOCK 1, OF THE RICHLAND TOWNSHIP
LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH
RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

NORTH 1/4 CORNER ON THE
EAST LINE OF SECTION 22,
TOWNSHIP 6 SOUTH, RANGE 34
EAST, BOISE MERIDIAN, SEE CORNER
PERPETUATION AND PLUNG
INSTRUMENT NO. 807819

CEDAR STREET
N 89°53'28" W 208.50'
S 89°53'28" E 181.42'

FOUND CITY OF POCATELLO
PK WALL AND WASHER
N 0°23'54" E 1317.85'
E 00°23'54" W 1318.40'



LEGEND

- FOUND 1/4 CORNER AS NOTED
- FOUND 1/8 CORNER AS NOTED
- FOUND 1/2 INCH REBAR WITH RED PLASTIC CAP STAMPED "KLS 8078" OR AS NOTED
- FOUND 5/8 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED "KMS PELS 2341"
- CALCULATED POSITION.
- NOTHING FOUND OR SET
- SET 1/2 INCH BY 2 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "KMS PELS 2341" (LOT CORNERS AND AT END OF CURVES)
- SET 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "KMS PELS 2341"
- SUBDIVISION LOT/BLOCK NUMBER
- EXISTING SUBDIVISION LOT / BLOCK NO.
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINE
- EXISTING LOT LINE
- EXISTING SECTION & STREET CENTERLINE
- EASEMENT SIDELINE



BASIS OF BEARING
PER CITY OF POCATELLO DATUM BASED ON THE CENTRAL MERIDIAN
OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

RECORDING INSTRUMENT NUMBER

KJ'S SUBDIVISION

A PORTION OF THE SOUTH HALF OF LOT 4, BLOCK 1, OF
THE RICHLAND TOWNSHIP, LOCATED IN THE NORTHEAST
QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 34
EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



2011 State St., 4128 S. Holladay, 80401 S (701) 594-2110
480 S. Oak St. • Pocatello, ID 83401 • (208) 234-4110
REVISIONS SURVEYED BY: JOK, BRN, JCE
1 FIELD BOOK NO. 104
2 FIELD BOOK NO. 105
3 FIELD BOOK NO. 106
DRAWN AND CHECKED: JOK, BRN, JCE
SCALE: 1 INCH = 30 FEET



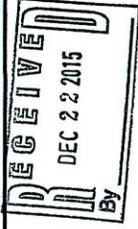
REFERENCE DOCUMENTS
DISTANCE AND BEARING PER THE TOWNSHIP OF
RICHLAND (RECORD INST. NO. 13882)
DISTANCE AND BEARING PER RECORD OF SURVEY
FOR ANTHONY WARTH (RECORD INST. NO. 21001016)
DISTANCE AND BEARING PER RECORD OF SURVEY
FOR WYNELL DEWEY (RECORD INST. NO. 91015880)

NOTES
1. EASEMENT NOT DEPICTED;
ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A 6 FOOT WIDE DRAINAGE
EASEMENT ALONG ALL LOT LINES. LOTS WITH DRAINAGE
MAINTAINED SO AS TO MINIMIZE DRAINAGE TO ADJACENT PROPERTIES.

FOUND 5/8 REBAR
WITH NO CAP

KJ'S SUBDIVISION

A PORTION OF THE SOUTH HALF OF LOT 4, BLOCK 1, OF THE RICHLAND TOWNSITE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



CITY OF POCATELLO
THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCATELLO, IDAHO, THIS _____ DAY OF _____, 20__.

By _____ RUTH WHITWORTH, CITY CLERK

MERRI QUAYLE, ENGINEER FOR THE CITY

CITY SURVEYOR CERTIFICATE
THIS IS TO CERTIFY THAT I, MARK JENSEN, A REGISTERED LAND SURVEYOR, HAVE CHECKED THIS PLAT AND THE COMPUTATIONS SHOWN HEREON AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THEREIN.

MARK JENSEN, E.S. 10343
POCATELLO CITY SURVEYOR

COUNTY SURVEYOR'S CERTIFICATE

A REGISTERED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING THIS _____ DAY OF _____, 20__.

REVIEWING SURVEYOR _____ P.L.S. NO. _____

COUNTY TREASURER'S CERTIFICATE

ALL COUNTY RECORDS HAVE BEEN CHECKED AND BANKERS DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL THROUGH _____

RODENE BARKER _____ DATE _____

COUNTY RECORDER'S CERTIFICATE

I, ROBERT POLEAL, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BANNOCK, IDAHO ON THIS _____ DAY OF _____, 20__ AT _____ M. AT THE REQUEST OF _____ AND WAS DULY RECORDED AS INSTRUMENT NUMBER _____

ROBERT POLEAL, COUNTY RECORDER

SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1326 THROUGH 50-1329 ON THIS PLAT. NO BUILDING, DWELLING OR SHELTER SHALL BE ERRECTED UNTIL THE SANITARY RESTRICTIONS REQUIREMENTS ARE SATISFIED AND LIFTED. SANITARY RESTRICTIONS ARE SATISFIED AND LIFTED THIS _____ DAY OF _____, 20__.

SOUTHEAST DAWD PUBLIC HEALTH

CULINARY WATER

THIS SUBDIVISION IS ELIGIBLE TO RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT. LOTS WITHIN THIS SUBDIVISION WILL NOT RECEIVE AN IRRIGATION WATER RIGHT.

OWNER'S CERTIFICATE

I, KRISTY JENSEN, THE UNDERSIGNED OWNER OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAS READ AND UNDERSTANDS THE INTENT OF BANNOCK COUNTY ORDINANCES AND THE INTENTION OF THE OWNER TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE CORNERS SHOWN ARE GRANTED TO THE PUBLIC FOR PUBLIC UTILITIES, ROADWAY SLOPES, DRAINAGE OR FOR ANY OTHER USE DESIGNATED ON THE PLAT, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. IN WITNESS WHEREOF, THE OWNER DOES HEREUNTO SET HER HAND.

KRISTY JENSEN

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK

ON THIS _____ DAY OF _____, IN THE YEAR 20__, BEFORE ME _____, A NOTARY PUBLIC, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON, WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME.

NOTARY PUBLIC

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

BOUNDARY DESCRIPTION

A PORTION OF THE SOUTH HALF OF LOT 4, BLOCK 1, OF THE RICHLAND TOWNSITE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, AS BEING REBARS AS DESCRIBED IN CORNER PERPETUATION AND FILING INSTRUMENT RECORDED AS INSTRUMENT NUMBERS 762788 AND 20120780 AND KEPT IN THE RECORDS OF BANNOCK COUNTY; THENCE NORTH 07°24'40" EAST, ALONG THE SOUTHWEST CORNER OF SAID SECTION 22, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, A DISTANCE OF 788.33 FEET; THENCE NORTH 89°35'11" WEST A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY OF SAID MCKINLEY AVENUE, SAID POINT BEING THE POINT OF BEGINNING.

THENCE NORTH 07°44'45" EAST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 63.42 FEET;

THENCE NORTH 88°56'38" WEST, A DISTANCE OF 260.60 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY OF POOLE AVENUE;

THENCE SOUTH 07°23'54" WEST, ALONG SAID RIGHT OF WAY, A DISTANCE OF 63.42 FEET;

THENCE SOUTH 89°56'38" EAST, A DISTANCE OF 260.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.41 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I, JAY L. CORNELISON, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION AND THAT THE BOUNDARY DESCRIPTION UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THE CORNERS AND THAT THE PERTINENT PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO, TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLIED WITH.

JAY L. CORNELISON

DATE



KJ'S SUBDIVISION

A PORTION OF THE SOUTH HALF OF LOT 4, BLOCK 1, OF THE RICHLAND TOWNSITE, LOCATED IN THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

301 2nd St. W. 2nd Floor, Pocatello, ID 83201
208-233-8444

REVISIONS	DATE
1. INITIAL SETTING	DECEMBER 2015
2. OFFICE WORK BY J.C. SOB	
3. FIELD BOOK NO. N/A	

DRAWING: KJSDIVISION, DISTRICT: W77, PROJECT: LUTHERY SURVEY - 154800000
SCALE: 1" = 30' FEET

AGENDA

ITEM

NO. 7

**SUBDIVISION APPLICATION
PLANNING & DEVELOPMENT SERVICES
STAFF REPORT**

**SUBDIVISION: VISTA VILLAGES SUBDIVISION REPLAT
Replat of Lots 1 and 4, Block 1, Vista Villages Subdivision**

MEETING DATE: January 21, 2016
APPLICANT/OWNER: Steve Ernst
ENGINEER: Rocky Mountain Engineering and Surveying
OF LOTS: 4 residential lots
PUBLIC ACCESS: Vista Drive
ZONING: Residential Medium Density – Single Family
ASSIGNED STAFF: Terri Neu, Assistant Planner

RECOMMENDATION:

The Planning and Zoning Commission reviewed and recommended approval, subject to conditions, of the preliminary subdivision plat for this development on January 13, 2016.

RECOMMENDED CONDITIONS:

Staff recommends approval subject to the following conditions:

1. All Public Works comments contained in **Exhibit 1** shall apply.
2. All other standards or conditions required by Municipal Code not herein stated but applicable to the development shall apply.

GENERAL BACKGROUND:

Applicant and Request: Steve Ernst (mailing address: 114 Davis Drive, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 E. Oak Street, Pocatello, ID 83201), have submitted a short plat application to subdivide the subject property into 4 residential lots and is to be known as Vista Villages Subdivision Replat.

Site Detail: The proposed subdivision is located on Vista Drive. It consists of approximately 1.03 acres within the corporate boundaries of the City of Pocatello and is zoned Residential Medium Density Single Family (RMS). This designation requires a minimum lot size of 5,000 square feet for single family. The lots in the proposed subdivision measure between 9,583 square feet to 12,632 square feet. The proposed lot sizes comply with the applicable minimum lot size standards for this zoning district.

Right-of-Way Improvements: Curb and gutter shall be placed along Vista Drive where it currently does not exist.

Storm Water: This is a partial re-plat and therefore is not required.

Utility Provider and City Department Notice: Utility providers and affected City Departments were provided notice of the proposed plat on December 11, 2015. No major concerns or issues were noted.

Public Works comments contained in **Exhibit 1** shall apply.

Exhibit 2 is the original Vista Villages Subdivision plat.



Exhibit 1

Memorandum

To: Terri Neu, Assistant Planner
From: Merril Quayle P.E. Public Works/Development Engineer *MB*
Date: January 4, 2016
Re: Vista Villages Subdivision Replat (P&Z 1-13-16 and City Council 1-21-16 Agenda)

The Public Works Department has reviewed the plat and construction drawing for the above mentioned project and submits that the following changes shall be made prior to beginning construction.

1. Plat

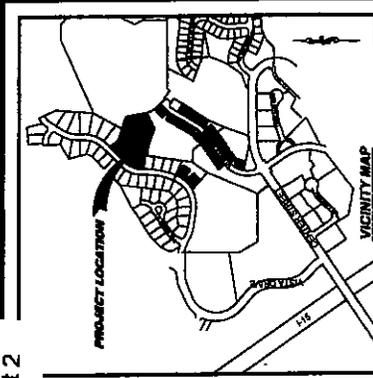
- a. Coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor for a more inclusive and comprehensive review preparatory to recording.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- d. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- e. Clarify if there is any CCR's associated with this plat. If there are CCR's they need to be submitted for review by the City Legal Department.
- f. 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.
- g. The plat shall be black opaque ink, no gray scale or color.
- h. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

2. Construction Plans/Infrastructure

- a. US Mail box units required and location approved by the Post Master and the City of Pocatello.
- b. Provide sewer service referencing from property pins on both side of the service
- c. Water service lines for lots shall be taped off the mainline located in Vista Drive. Water meter box locations shall be within the Vista Drive right-of-way. Contact Water Department for cost to install water services lines through the right-of-way.
- d. Curb and gutter to be placed along Vista Drive where it currently does not exist. Concrete requirements for this project shall meet the City of Pocatello Standards.
- e. Asphalt patch back will meet City of Pocatello Standards.

VISTA VILLAGES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



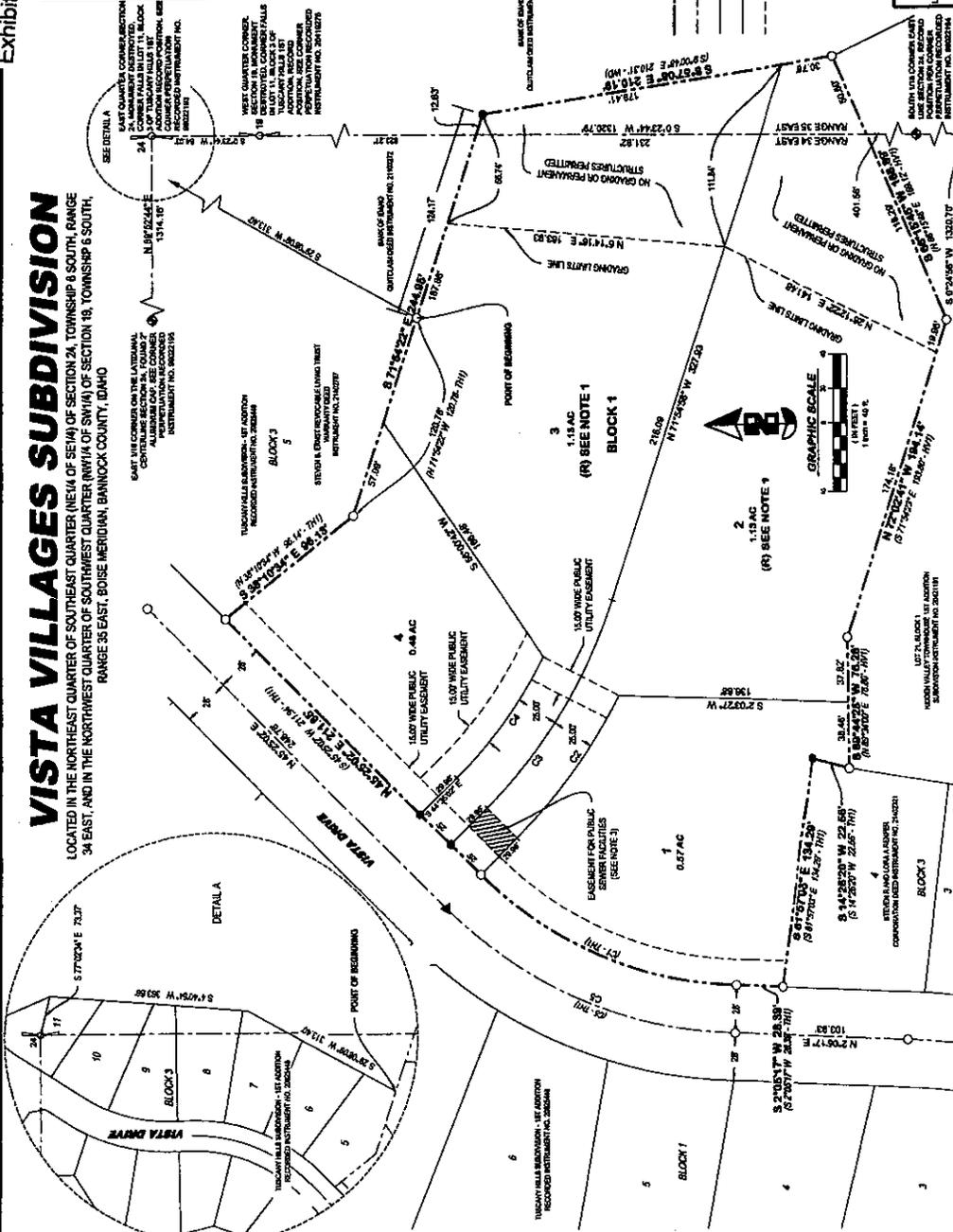
- LEGEND**
- FOUND SECTION CORNER AS NOTED
 - 1/4 CORNER AS NOTED
 - 1/4 CORNER AS NOTED
 - FOUND 2" ALUMINUM CAP AFFIXED TO A 8" REBAR INSIDE CITY STANDARD VAULT
 - FOUND 2" REBAR WITH 2" ALUMINUM CAP STAMPED "RMB PLS 2341"
 - SET 8" X 3" REBAR WITH 2" ALUMINUM CAP STAMPED "RMB PLS 2341"
 - SET 1/2" X 2" REBAR WITH YELLOW CAP STAMPED "RMB PLS 2341" (LOT CORNER AND END OF CURVE)
 - SUBDIVISION BOUNDARY LINE
 - SECTION LINE AND STREET CENTERLINE
 - SUBDIVISION LOT LINES
 - EXISTING PROPERTY LINES
 - EASEMENT BOUNDARY LINE
 - SUBDIVISION LOT NUMBERS
 - EXISTING LOT NUMBERS
 - (R) LOT RESTRICTION SEE NOTE 1

VISTA VILLAGES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 8 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

RMB'S
Rocky Mountain Engineering & Surveying
REGISTERED PROFESSIONAL ENGINEER & SURVEYOR
OFFICE: 1000 S. 10TH ST., SUITE 100, BOISE, IDAHO 83702
PHONE: (208) 333-1111
FAX: (208) 333-1112
WWW.RMBENGINEERING.COM

PREPARED BY: J. BENTON
OFFICE WORK BY: J. CORDELL, J. DICK, E. OWEN
FIELD WORK BY: J. CORDELL, J. DICK, E. OWEN
SCALE: 1" = 40'
DRAWING: 181 (Boise) (Block) Project - 181 (Boise) (Block) (2341) DMS
SCALE: 1" = 40'



CURVE TABLE

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RAJUS	ARC LENGTH	CHORD LENGTH
C1	43°19'46"	S 83°46'10" W	66.19'	222.00'	167.88'	183.87'
C2	18°58'47"	S 83°46'10" W	61.80'	328.00'	102.83'	102.80'
C3	27°16'21"	S 83°46'10" W	72.92'	300.00'	143.00'	141.71'
C4	18°58'47"	S 83°46'10" W	48.00'	278.00'	87.54'	88.37'
C5	43°19'46"	S 23°46'10" W	98.31'	200.00'	168.00'	168.00'
C6	43°19'46"	S 23°46'10" W	88.18'	222.00'	167.88'	168.31'
C7	43°19'46"	S 23°46'10" W	98.31'	200.00'	168.00'	168.00'

- NOTES**
- LOTS 1 AND 3 ARE RESTRICTED LOTS. NO PERMANENT STRUCTURE OR GRADING SOUTH OR EAST OF LINE.
 - LOTS 1 AND 4 ARE RESTRICTED TO SINGLE STORY PLUS BASEMENT STRUCTURES.
 - EASEMENTS DEDICATED TO THE CITY OF BOISE FOR THE MAINTENANCE OF PUBLIC UTILITY SERVICES.
 - (-RH) DISTANCES AND BEARINGS PER TUSCANY HILLS SUBDIVISION.
 - (-HW) DISTANCES AND BEARINGS PER HIDDEN VALLEY TOWNSHIP 1ST ADDITION SUBDIVISION INSTRUMENT NUMBER 232848.
 - (-MS) DISTANCES AND BEARINGS PER WINDY HILLS TOWNSHIP 1ST ADDITION SUBDIVISION INSTRUMENT NUMBER 232848.



VISTA VILLAGES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SOUTHWEST QUARTER (NE1/4 OF SE1/4) OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24, TOWNSHIP 8 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, DESCRIBED IN THE CORNER PERPETUATION RECORDS UNDER INSTRUMENT NO. 1802210; THENCE SOUTH 77°02'04" EAST, A DISTANCE OF 73.37 FEET, TO A POINT ON THE EASTERY BOUNDARY LINE OF THE TUSCANY HILLS SUBDIVISION-1ST ADDITION RECORDED AS INSTRUMENT NO. 208946;

THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR THE NEXT (2)

(1) SOUTH 14°02'54" WEST, A DISTANCE OF 16.89 FEET;

(2) SOUTH 29°09'09" WEST, A DISTANCE OF 113.28 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 77°02'04" EAST, A DISTANCE OF 73.37 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF HIDDEN VALLEY TOWNSHIPS- 1ST ADDITION INSTRUMENT NO. 264219;

THENCE IN A NORTHERLY DIRECTION ALONG THE NORTHERLY BOUNDARY LINE OF LOT 24, BLOCK 1, HIDDEN VALLEY TOWNSHIPS- 1ST ADDITION SUBDIVISION RECORDED INSTRUMENT NUMBER 264219 FOR THE NEXT (3) COURSES:

(1) SOUTH 86°15'50" WEST, A DISTANCE OF 16.89 FEET;

(2) NORTH 17°02'41" WEST, A DISTANCE OF 114.14 FEET;

(3) SOUTH 89°44'25" WEST, A DISTANCE OF 78.28 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF TUSCANY HILLS SUBDIVISION- 1ST ADDITION INSTRUMENT NO. 208946;

THENCE IN A NORTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR THE NEXT (7) COURSES:

(1) NORTH 14°26'27" EAST, A DISTANCE OF 23.66 FEET;

(2) NORTH 81°57'03" WEST, A DISTANCE OF 134.29 FEET;

(3) NORTH 02°00'17" EAST, A DISTANCE OF 28.39 FEET TO A POINT OF TANGENCY OF A 222.00 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 67°34'31" EAST;

(4) FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 45°19'40" AN ARC LENGTH OF 167.88 FEET; (THE CHORD OF SAID CURVE BEARS NORTH 27°45'10" EAST, A DISTANCE OF 163.81 FEET);

(5) NORTH 38°10'04" EAST, A DISTANCE OF 98.13 FEET;

(6) SOUTH 38°10'04" WEST, A DISTANCE OF 98.13 FEET;

(7) SOUTH 71°54'22" EAST, A DISTANCE OF 70.81 FEET TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS SHOWN UPON THE ORIGINAL SURVEY PLAT AND THAT THE SAME IS IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERE TO HAVE BEEN COMPLIED WITH.

Robert Polak
 ROBERT POLAK
 REGISTERED LAND SURVEYOR
 STATE OF IDAHO
 LICENSE NO. 2341
 DATE 3-20-15

SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-126 TO 50-130 ON THIS PLAT.

SANITARY RESTRICTIONS ARE SATISFIED AND LIFTED THIS 30 DAY OF March 20 15.
 T.M. SHURTLEFF
 T.M. SHURTLEFF PLS 877
 SOUTHEAST IDAHO PUBLIC HEALTH

CULINARY WATER

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

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER _____ AND ARE HEREBY MADE A PART OF THE PLAT

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT I, THE UNDERSIGNED OWNER 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 POCAHELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES OF ANY KIND OR CHARACTER THAT MAY AFFECT SAID BLOCK AND LOTS AS SHOWN ON THE 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. THE EASEMENTS SHOWN ARE GRANTED TO THE PUBLIC FOR PUBLIC UTILITIES, ROADWAY SLOPES, DRAINAGE OR FOR ANY OTHER USE DESIGNATED ON THE PLAT, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERRECTED WITHIN THE LINES OF SAID DRAINAGE.

ON BEHALF OF STEVE ERNST REVOCABLE LIVING TRUST, STEVE ERNST, TRUSTEE, DOES HERELINTO SET HIS HAND.

Steve Ernst
 STEVE ERNST (TRUSTEE)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK
 ON THIS 20th DAY OF March IN THE YEAR 2015 BEFORE ME, Robert Polak, a Notary Public, known or known to me, and for said County and State, personally appeared STEVE ERNST TRUSTEE, known or known to me, and acknowledged to me that he executed the same on behalf of the STEVE ERNST REVOCABLE LIVING TRUST.

IN WITNESS WHEREOF, I HAVE HERELINTO SET MY HAND AND AFFIRMED MY SEAL, THIS DAY AND THIS CERTIFICATE ABOVE WRITTEN.

Robert Polak
 ROBERT POLAK
 NOTARY PUBLIC
 STATE OF IDAHO
 MY COMMISSION EXPIRES: 7/1/2017

COUNTY SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED, A REGISTERED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I AM THE REGISTERED LAND SURVEYOR OF SAID COUNTY AND THAT THE PLAT AND THE ACCOMPANYING MAP CORRECTLY DEPICT THE DIVISION OF THE LAND AS SHOWN UPON THE ORIGINAL SURVEY PLAT AND THAT THE SAME IS IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERE TO HAVE BEEN COMPLIED WITH.

APPROVE THE SAME FOR FILING THIS 30 DAY OF March 20 15.
 T.M. SHURTLEFF PLS 877

CITY SURVEYOR CERTIFICATE

THIS IS TO CERTIFY THAT I, MARK KENSER, A REGISTERED LAND SURVEYOR, HAVE CHECKED THIS PLAT AND THE ACCOMPANYING MAP CORRECTLY DEPICT THE DIVISION OF THE LAND AS SHOWN UPON THE ORIGINAL SURVEY PLAT AND THAT THE SAME IS IN ACCORDANCE WITH THE PROVISIONS OF THE STATUTES OF THE STATE OF IDAHO TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERE TO HAVE BEEN COMPLIED WITH.

Mark Kensers
 MARK KENSER
 POCAHELLO CITY SURVEYOR
 DATE 3-23-15

CITY OF POCAHELLO

THE PLAT UPON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCAHELLO, IDAHO, THIS 23rd DAY OF March 2015.

Michelle DePinto
 Michelle DePinto
 FOURTH WORTHINGTON CITY CLERK

CITY OF POCAHELLO

MERRIL CHAVLE, ENGINEER FOR THE CITY

COUNTY TREASURER'S CERTIFICATE

PERMIT TO CLASSIFY BOUND OFFICE INCREASES SUBJECT TO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH PREVIOUSLY AND CURRENT, HAVE BEEN PAID IN FULL.

Through *Dee-Dee Barber* 2014
 Dee-Dee Barber
 RAUBEN BANKER
 DATE 3-20-15

COUNTY RECORDER'S CERTIFICATE

I HEREBY POLAK CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BANNOCK, IDAHO, ON THIS 20th DAY OF March 2015, AT 10:15 P.M., AT THE REQUEST OF RAMES, AND WAS DULY RECORDED AS INSTRUMENT NO. 21502482.

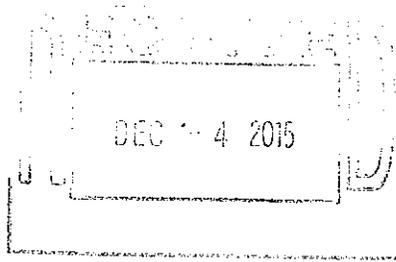
Robert Polak
 ROBERT POLAK
 COUNTY RECORDER

VISTA VILLAGES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SOUTHWEST QUARTER (NE1/4 OF SE1/4) OF SECTION 24, TOWNSHIP 8 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 19, TOWNSHIP 8 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



REGISTERED BY: J. KATZORVAL
OFFICE: MORRIS PT. J. CONNELLSON, L. OREN, L. OREN
FIELD: BOONVILLE, VA
PROJECT NO.: 1401
DATE: MARCH 2015
DRAWING: R:\1401\Draw\Survey\Project - 1401\PLAN\VISTA PREP-PLAT.DWG
SCALE: 1" = 40'
SHEET 2 OF 2



PLANNING & DEVELOPMENT SERVICES
PO Box 4169, 911 NORTH 7 AVENUE
POCATELLO, IDAHO 83205
PHONE (208)234-6184; FAX (208)234-6586

SHORT PLAT APPLICATION

Submittal Received: 12-4-15

Permit No.: 15-2500

Staff Contact: TN

Receipt #: 38303

PZC Meeting Date: 1/13/16

Council Meeting: 1/21/16

Receipt Date: 12-11-15

Filing Fee: \$350.00

Applicant:

Steve Ernst

Name

114 Davis Drive, Pocatello, Idaho 83201

Mailing address

208-705-5477

Phone (work/cellular/home)

Engineer:

RMES - J. Mitchell Greer P.E., P.L.S.

Firm & Contact

600 Oak Street, Pocatello, Idaho 83201

Mailing address

208-234-0110

Phone (work/cellular/home)

Project Information:

Subdivision Name: Vista Villages Subdivision - Division 2 Is this a replat? Yes* No

Zoning: Residential Medium Density Comprehensive Plan Land Use Designation: Residential

Location (Section, Township, Range): NE 1/4, SE 1/4 OF S. 24, T. 6 S., R. 34 E., B.M.

General Location: Near the existing terminus of Vista Drive, on the eastern side of the road.

Total Acreage: 1.03 acres Total Number of Lots: 4 Single Family Lots

TERMS AND CONDITIONS

* Replats require submittal, with this application, of the original plat and any associated homeowner covenants.

The approval of this application does not permit the violation of any section of the Building Code or other Municipal Codes.

I hereby acknowledge that I have read this application and state that the above information is correct. **THIS APPLICATION SHALL NOT BE CONSIDERED COMPLETE (NOR WILL A HEARING DATE BE SCHEDULED) UNTIL ALL REQUIRED INFORMATION HAS BEEN SUBMITTED AND VERIFIED.**

I am also aware the applicant or a representative must be present at the Planning & Zoning Commission and/or City Council meeting.

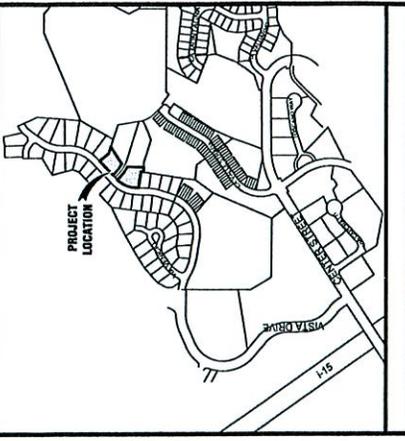
I HAVE READ THE FOREGOING AND AGREE TO THE ABOVE TERMS AND CONDITIONS.

Signature of Applicant: Steve Ernst Date: 12-3-15

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

VISTA VILLAGES SUBDIVISION - REPLAT

A REPLAT OF LOTS 1 & 4, BLOCK 1 OF VISTA VILLAGES SUBDIVISION LOCATED IN THE NORTHEAST QUARTER (NE1/4 OF SE1/4) OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



VICINITY MAP

LEGEND



SECTION CORNER AS NOTED

FOUND 1/4 CORNER AS NOTED

FOUND 1/16 CORNER AS NOTED

FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2241"

FOUND 5/8 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED "RMES PELS 2241"

SET 1/2 INCH BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2241" (LOT CORNERS AND AT END OF CURVES)

SET 3/8 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED "RMES PELS 2241"

FOUND 2" ALUMINUM CAP AFFIXED TO A 56" REBAR INSIDE CITY STANDARD VAULT

SUBDIVISION LOT NUMBER

EX. SUBDIVISION LOT NUMBER

SUBDIVISION BOUNDARY LINE

SUBDIVISION LOT LINE

SECTION & STREET CENTERLINE

EXISTING EASEMENT SIDELINE

BASIS OF BEARING
DATUM BASED ON THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

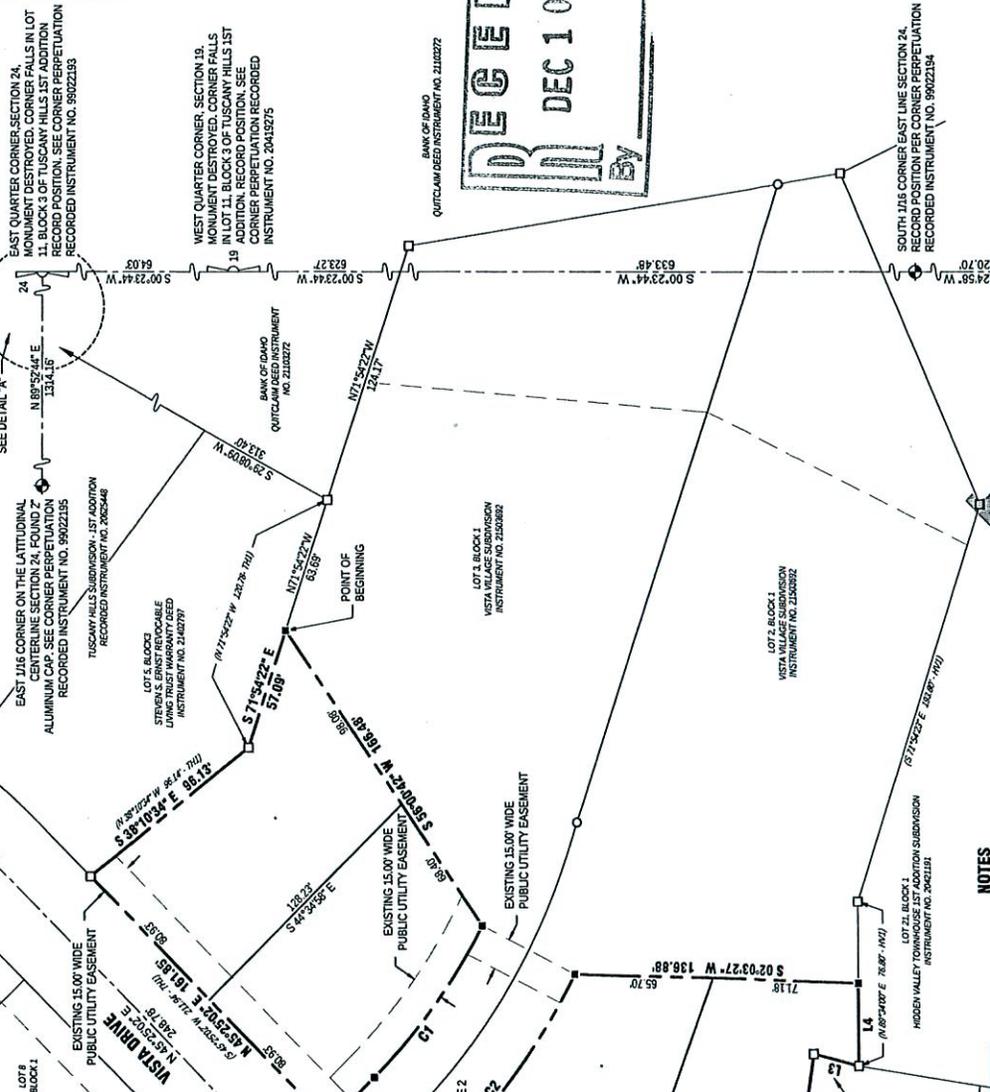
RECORDING INSTRUMENT NUMBER

VISTA VILLAGES SUBDIVISION - REPLAT
LOTS 1 & 4, BLOCK 1 OF VISTA VILLAGES SUBDIVISION LOCATED IN THE NORTHEAST QUARTER (NE1/4 OF SE1/4) OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



Engineers & Surveyors • Planners
201 S 5th St. W. #128 • Williston, ND 58051 • (701) 572-0110
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS
1 SURVEYED BY: J. KRATOCHVIL, S. MORIN, J. ELLIOTT
2 FIELD BOOK NO.: N/A
PROJECT NO.: 15123
DATE: NOVEMBER 2015
DRAWING: R. BROWN/STEVENS/ADRIAN PROJECT - INST/PLAT/INSTR/2 PLAT/DWG
SCALE: 1 INCH = 40 FEET



NOTES

- LOTS 1 & 2, BLOCK 1, AND LOTS 1 & 2, BLOCK 2 ARE RESTRICTED TO SINGLE STORY PLUS BASEMENT STRUCTURES.
- SHOWN EASEMENT WAS DEDICATED TO THE CITY OF POCATELLO FOR THE MAINTENANCE OF PUBLIC SEWER UTILITY SERVICES, IN THE VISTA VILLAGES SUBDIVISION PLAT.

REFERENCE DOCUMENTS

- (- M1) BEARINGS AND DISTANCES PER TUSCANY HILLS SUBDIVISION 1ST ADDITION INSTR. NO. 20025448
- (- M2) BEARINGS AND DISTANCES PER HIDDEN VALLEY TOWNHOUSES 1ST ADDITION SUBDIVISION INSTR. NO. 20226466
- (- M3) BEARINGS AND DISTANCES PER VISTA VILLAGES SUBDIVISION INSTR. NO. 21505852

LINE TABLE

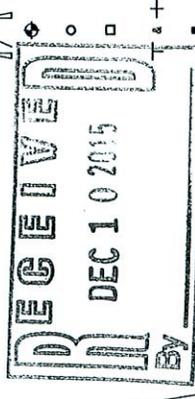
#	BEARING	DISTANCE
L1	N 44°35'02" W	29.96'
L2	S 44°35'02" E	29.96'
L3	N 14°26'20" E	22.55'
L4	S 89°44'25" W	38.40'

CURVE TABLE

#	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD DISTANCE
C1	275.00'	18°09'19"	87.14'	43.94'	86.78'
C2	325.00'	18°09'47"	102.93'	51.90'	102.50'
C3	221.94'	43°20'28"	167.88'	88.19'	163.91'
C4	221.94'	15°29'35"	60.01'	30.19'	58.83'
C5	221.94'	27°50'32"	107.87'	55.02'	108.81'
C6	222.00'	43°19'45"	167.88'	88.19'	163.91'
C7	222.00'	43°19'45"	167.88'	88.19'	163.91'



1 inch = 40 feet
FULL SHEET = 18"x24"



VISTA VILLAGES SUBDIVISION - REPLAT

A REPLAT OF LOTS 1 & 4, BLOCK 1 OF VISTA VILLAGES SUBDIVISION

LOCATED IN THE NORTHEAST QUARTER OF SOUTHEAST QUARTER (NE1/4 OF SE1/4) OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:
 COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, DESCRIBED IN THE CORNER PERPETUATION RECORDS UNDER INSTRUMENT NO. 19022183; THENCE SOUTH 77°02'24" EAST, (BASIS OF BEARING PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 73.37 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE TUSCANY HILLS SUBDIVISION-1ST ADDITION RECORDED AS INSTRUMENT NO. 20625448;
 THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR THE NEXT (2) COURSES:

- (1) SOUTH 29°08'09" WEST, A DISTANCE OF 363.66 FEET;
- (2) SOUTH 29°08'09" WEST, A DISTANCE OF 313.38 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF VISTA VILLAGES SUBDIVISION, RECORDED AS INSTRUMENT NO. 21503892;
- THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID SUBDIVISION NORTH 71° 54'22" WEST, A DISTANCE OF 63.69 FEET TO THE EAST LOT CORNER OF LOT 4, BLOCK 1 OF SAID SUBDIVISION, ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING ALONG THE PERIMETER OF SAID LOT 4, BLOCK 1 OF VISTA VILLAGES SUBDIVISION THE NEXT (6) COURSES:
 (1) NORTH 71° 54'22" WEST, A DISTANCE OF 57.09 FEET; (2) NORTH 38° 10'24" WEST, A DISTANCE OF 96.13 FEET; (3) SOUTH 45° 25'02" WEST, A DISTANCE OF 161.85 FEET; (4) SOUTH 44° 35'02" EAST, A DISTANCE OF 29.96 FEET TO A POINT OF TANGENCY ON A 225.00 FOOT RADIUS CURVE; (5) FOLLOWING SAID CURVE IN A COUNTERCLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 18° 09'19" AN ARC LENGTH OF 67.14 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 13° 39'42" EAST, A DISTANCE OF 86.78 FEET); (6) NORTH 56° 10'42" EAST, LEAVING SAID CURVE, A DISTANCE OF 166.48 TO THE POINT OF BEGINNING.

TOGETHER WITH A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, DESCRIBED IN THE CORNER PERPETUATION RECORDS UNDER INSTRUMENT NO. 19022183; THENCE SOUTH 77°02'24" EAST, (BASIS OF BEARING PER THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM), A DISTANCE OF 73.37 FEET, TO A POINT ON THE EASTERLY BOUNDARY LINE OF THE TUSCANY HILLS SUBDIVISION-1ST ADDITION RECORDED AS INSTRUMENT NO. 20625448;
 THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY LINE OF SAID SUBDIVISION FOR THE NEXT (2) COURSES:

- (1) SOUTH 04°40'54" WEST, A DISTANCE OF 363.66 FEET; (2) SOUTH 29°08'09" WEST, A DISTANCE OF 313.38 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF VISTA VILLAGES SUBDIVISION, RECORDED AS INSTRUMENT NO. 21503892;
- THENCE ALONG THE NORTHERLY BOUNDARY LINE OF SAID SUBDIVISION NORTH 71° 54'22" WEST, A DISTANCE OF 63.69 FEET TO THE EAST LOT CORNER OF LOT 4, BLOCK 1 OF SAID SUBDIVISION;
- THENCE ALONG THE SOUTH EASTERLY LINE OF SAID LOT 4 SOUTH 55° 10'42" WEST A DISTANCE OF 166.48 FEET TO THE SOUTH LOT CORNER OF SAID LOT 4;
- THENCE SOUTH 27°19'13" WEST A DISTANCE OF 50.00 FEET TO THE NORTH-EAST CORNER OF LOT 1, BLOCK 1 OF SAID VISTA VILLAGES SUBDIVISION

THENCE CONTINUING ALONG THE PERIMETER OF SAID LOT 1, BLOCK 1 OF VISTA VILLAGES SUBDIVISION THE NEXT (8) COURSES:

- (1) SOUTH 02° 10'27" WEST A DISTANCE OF 136.68 FEET; (2) SOUTH 88° 14'25" WEST A DISTANCE OF 38.40 FEET; (3) NORTH 14° 26'20" EAST A DISTANCE OF 22.56 FEET; (4) NORTH 81° 57'03" WEST A DISTANCE OF 134.20 FEET; (5) NORTH 07° 15'17" EAST A DISTANCE OF 28.39 FEET TO A POINT OF TANGENCY ON A 223.94 FOOT CURVE; (6) FOLLOWING SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 43° 27'28" AN ARC LENGTH OF 167.88 FEET (THE CHORD OF SAID CURVE BEARS NORTH 23° 45'08" EAST, A DISTANCE OF 163.91 FEET); (7) SOUTH 44° 55'02" EAST, LEAVING SAID CURVE, A DISTANCE OF 29.96 FEET TO A POINT OF TANGENCY ON A 325.00 FOOT CURVE; (8) FOLLOWING SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 18° 09'19" AN ARC LENGTH OF 102.93 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 53° 39'25" EAST A DISTANCE OF 102.50 FEET) TO THE POINT OF BEGINNING.

SURVEYOR'S CERTIFICATE

I, JAY L. CORNELIUSON, A REGISTERED LAND SURVEYOR OF THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE LAND DESCRIBED IN THE ACCOMPANYING BOUNDARY DESCRIPTION AND THAT THE PLAT UPON WHICH THIS CERTIFICATION APPEARS WAS MADE UNDER MY DIRECTION. I FURTHER CERTIFY THAT THE ACCOMPANYING MAP CORRECTLY DEPICTS THE DIVISION OF THE LAND AS MARKED UPON THE GROUND, THAT THE MONUMENTS SHOWN CONFORM WITH THAT SET OR FOUND UPON THE GROUND, AND THAT THE CORNER OR POINTS OF BEGINNING OF THE SAID SUBDIVISION TOGETHER WITH ALL LOCAL ORDINANCES PERTAINING THERETO HAVE BEEN COMPLETED.



JAY L. CORNELIUSON _____ DATE _____

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS IS HEREBY APPROVED BY THE CITY OF POCATELLO, IDAHO, THIS _____ DAY OF _____, 20____.

BRIAN BLAD, MAYOR _____ RUTH WHITWORTH, CITY CLERK _____

MERRILL QUAYLE, ENGINEER FOR THE CITY _____

CITY SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I, MARK JENSEN, A REGISTERED LAND SURVEYOR, HAVE CHECKED THIS PLAT AND THE COMPUTATIONS SHOWN HEREON AND FIND NO DISAGREEMENTS WITH IDAHO CODE OR LOCAL ORDINANCES PERTAINING THERETO.

MARK JENSEN PLS 10343 _____ DATE _____
 POCATELLO CITY SURVEYOR _____

COUNTY SURVEYOR'S CERTIFICATE

I, _____, A REGISTERED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I APPROVE THE SAME FOR FILING.

THIS _____ DAY OF _____, 20____.

COUNTY TREASURER'S CERTIFICATE

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

THROUGH _____ DATE _____
 RADENE BARKER _____

COUNTY RECORDER'S CERTIFICATE

I, ROBERT POLEKI, CERTIFY THAT THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF THE COUNTY OF BANNOCK, IDAHO ON _____

THIS _____ DAY OF _____, 20____, AT _____ M., AT THE REQUEST OF _____

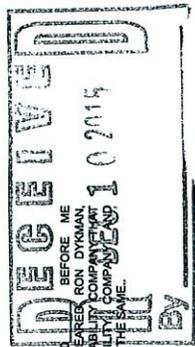
AND WAS DULY RECORDED AS INSTRUMENT NUMBER _____

ROBERT POLEKI, COUNTY RECORDER _____

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF _____
 ON THIS _____ DAY OF _____ IN THE YEAR 20____
 I, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____
 KNOWN OR IDENTIFIED TO ME, TO BE A SIGNING MEMBER OF THE LIMITED LIABILITY COMPANY THAT EXECUTED THE INSTRUMENT ON BEHALF OF SAID LIMITED LIABILITY COMPANY AND I HAVE ACKNOWLEDGED TO ME THAT SUCH LIMITED LIABILITY COMPANY EXECUTED THE INSTRUMENT.

NOTARY PUBLIC _____ COUNTY, STATE OF IDAHO.
 RESIDING IN _____ DAY OF _____, 20____.



VISTA VILLAGES SUBDIVISION - REPLAT
 LOTS 1 & 4, BLOCK 1 OF VISTA VILLAGES SUBDIVISION, IN THE NORTHEAST QUARTER OF SOUTHEAST QUARTER (NE1/4 OF SE1/4) OF SECTION 24, TOWNSHIP 6 SOUTH, RANGE 34 EAST, AND IN THE NORTHWEST QUARTER OF SOUTHWEST QUARTER (NW1/4 OF SW1/4) OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

RMES
 Engineers • Surveyors • Planners
 301 58th St. W. #108 • Williston, ND 58801 • (701) 522-0110
 SURVEYED BY: J. KRATOCHVIL, S. MORIN, J. ELIOTT
 600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS
 1 _____
 2 _____
 PROJECT NO: 15123 _____ DATE: _____
 DRAWING: REVISIONS/STREETS/AOR PROJECT - 1621PLAT/STRA 1/2 PLAT.DWG
 SCALE: 1"=40' FEET

AGENDA

ITEM

NO. 8

REQUEST FOR COUNCIL SELECT FUNDS

Please fill out this form completely as you are allowed to come before the City Council to request "Council Select" funds only once per event.

The City Council meets the first and third Thursday of the month. Requests need to be submitted to the Mayor's Office before 12:00 noon 7 days prior to the meeting you wish to attend.

If you have any questions, please call 234-6215.

Name of organization requesting funds: Southeast Idaho MATHCOUNTS Chapter

Individual representing organization: Krystal Chanda

Address PO Box 1327

Phone (208)233-4226 E-Mail chanda@ae-eng.com

Date and Place of event being sponsored by the organization 02/06/15 ISU SUB

Type of event being sponsored by the organization (example: fundraiser for...) _____

Math competition for local middle school students to recognize them for excelling at math.

If this is a fundraiser, will the money stay in Pocatello? NA

How will the requested funds be used? Please note that Council Select funds cannot be used for Park Shelter Rentals. Funds will help pay for competition supplies, trophies for winners, and

for lunch that will be provided to participants as it is an all-day event.

If the request is for City services, have you reserved the services you are requesting? NA

Have you verified the cost of the City services you are requesting? NA

Amount of funds requested cannot exceed \$250.00: \$250.00

Why are you requesting these funds from the City of Pocatello? The competition is possible

only through donations. We hope the City would want to help recognize local middle school students for their math achievements.

What other sources of funding does your organization have? We have sent several letters to local businesses. So far we have heard back from three who have agreed to donate. We also have a grant from Monsanto to help with this year's competition but the funds are limited on what we can use them for.

.....
FOR CITY OF POCATELLO USE ONLY

Date request received 1/4/16

Council meeting date 1/21/16

Action taken on request _____

Date applicant notified _____

AGENDA

ITEM

NO. 9

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement between City of Pocatello and BBC Research & Consulting
(Piggyback)
DATE: January 5, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. This Agreement is to hire BBC to update the City's Analysis of *Impediments to Fair housing Choice and Fair housing Plan*.

The State of Idaho, through the Department of Commerce, solicited a RPF for this type of analysis throughout the State of Idaho. In essence, the City of Pocatello is piggybacking on the State of Idaho's RFP. This practice is in conformance with the Idaho Code. Monies for this Agreement have been previously budgeted.

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

**CONTRACT AGREEMENT
BETWEEN
CITY OF POCATELLO
and
BBC RESEARCH & CONSULTING**

THIS AGREEMENT is entered into this 4th day of January, 2016 between the City of Pocatello and BBC Research and Consulting (BBC).

WHEREAS, the City of Pocatello, as an entitlement community working to affirmatively further fair housing, desires to prepare an update to its Analysis of Impediments to Fair Housing Choice and Fair Housing Plan, and

WHEREAS, Idaho Housing & Finance Association and the State of Idaho, through the Idaho Department of Commerce, and potential client partners comprising the Idaho entitlement communities, published a Request for Proposals for preparation of the 2016 Statewide Analysis of Impediments and entitlement community modules, and

WHEREAS, the parties mentioned in the preceding paragraph have determined that BBC is capable of performing the required services, and

WHEREAS, the City of Pocatello also has determined BBC is capable of performing and agrees to perform these services, so therefore, the City of Pocatello and BBC mutually agree as follows:

ARTICLE I. RETENTION

- 1.1 The City of Pocatello hereby retains BBC to perform the duties identified in the Scope of Work, which is hereby incorporated into and made a part of this Agreement as Exhibit A. The project manager on behalf of the City of Pocatello will be Melanie Gygli, Division Manager, Neighborhood & Community Services Division, and the project manager on behalf of BBC will be Heidi Aggeler, Director.

ARTICLE II. COMPENSATION

- 2.1 Total compensation to BBC for completion of the services provided in Exhibit A will be twelve thousand seven hundred dollars and no cents (\$12,700.00).

ARTICLE III. TERM AND TERMINATION

- 3.1 Work covered by this Agreement shall commence in January, 2016, and end upon successful completion of the requested product, but no later than June 1, 2016.
- 3.2 This Agreement may be terminated by either party if both parties agree the continuance of this project would not produce beneficial results commensurate with the further expenditure of funds.
- 3.3 This Agreement may be terminated by the City of Pocatello upon a 30-day written notification, should BBC shall fail to fulfill the terms of this Agreement in a timely and proper manner. BBC

shall be entitled to compensation for any satisfactory work completed on such documents or other materials that were completed to the satisfaction of the City of Pocatello. Upon termination any completed documents or materials associated with the project will become property of the City of Pocatello.

- 3.4 This Agreement may be terminated by BBC upon a 30-day written notice if BBC determines it cannot for any reason fulfill the terms of the contract set forth in this Agreement.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

- 4.1 BBC shall be responsible for retaining employees required by BBC to perform the services under this Agreement, shall maintain a current policy of workers' compensation insurance or such other workers' compensation coverage as required by law. BBC shall maintain other employee benefits as required by law for BBC's employees. At the request of the City of Pocatello, BBC shall provide evidence of any such coverage.
- 4.2 BBC represents and warrants to the City of Pocatello that this Agreement has been duly authorized, executed and delivered by BBC and constitutes the binding agreement of the City of Pocatello, enforceable against BBC in accordance with its terms.
- 4.3 This Agreement supersedes all prior understanding and Agreements of the parties and contains the entire Agreement of the parties. This Agreement may not be amended except by written amendment signed by both parties, nor may any rights be waived except by an instrument in writing signed by the party charged by such waiver.
- 4.4 This Agreement shall be governed by and construed in accordance with the laws of the state of Idaho.
- 4.5 This Agreement shall be binding and inure to the benefit of the respective parties hereto and their successors, heirs, assigns, executors, administrators and legal representatives.

ARTICLE V. COMMUNICATION

- 5.1 All notices, and correspondence to the City of Pocatello associated with this Agreement will be directed to:

Melanie Gygli, Division Manager
Neighborhood & Community Services Division
City of Pocatello
P O Box 4169
Pocatello, Idaho 83205

All notices and correspondence to BBC associated with this Agreement will be directed to:

Heidi Aggeler, Director
BBC Research and Consulting
1999 Broadway #2200
Denver, CO 80202

This Agreement shall be executed simultaneously in duplicate originals, each which shall be deemed an original Agreement.

IN WITNESS THEREOF, the parties have duly executed this Agreement as of the day first written above.

BBC Research and Consulting

CITY OF POCA TELLO, a municipal corporation of Idaho

BY: _____
Heidi Aggeler, Director

BY: _____
Brian C. Blad, Mayor

ATTEST:

Ruth E. Whitworth, City Clerk

EXHIBIT A Scope of Work

Organization of the Analysis of Impediments

The Pocatello Analysis of Impediments will be organized to resemble the sections in the new Assessment of Fair Housing (AFH) template. It will still meet all requirements of the standard AI guidance, and be based off of the AI conducted in 2011, yet also allow for an easy transition into the AFH approach, particularly for annual reporting purposes. In BBC's experience, HUD has had a favorable response to the AIs completed incorporating an AFH framework.

The sections will include the following:

1. Community participation,
2. Demographics,
3. Housing patterns and land use,
4. Disability and access,
5. Enforcement and fair housing resources, and
6. Impediments and Fair Housing Action Plan.

Community Participation

Stakeholder roundtable and interviews. For budgetary purposes, we assume that one of the state roundtable discussions for the Statewide AI will be held in Pocatello. In addition to discussing barriers at the state level, we will discuss local impediments at this meeting. Topics for discussion would include if and how funding and scoring criteria (CDBG, HOME, TIF district allocations) affect the siting of developments and how land use and zoning regulations affect the distribution of subsidized and assisted housing.

BBC will follow the meeting with stakeholder interviews, as needed, to discuss areas of concern in more depth.

City staff will assist state and BBC staff with advertising and notifying stakeholders of the roundtable. BBC will supplement the standard roundtable guide with questions specific to potential barriers in Pocatello, based on a review of past AIs, complaint data/legal trends and recommendations of city staff.

Stakeholder survey. BBC will analyze responses from the statewide survey that represent barriers and concerns in Pocatello. With Pocatello's help in marketing the survey (emails to organizations, a note from the Mayor, web postings), we would develop a larger sample of responses from Pocatello organizations and interests than would be achieved through the statewide survey alone.

PHA interview. When in town for the roundtable, BBC will interview the local PHA to discuss tenant selection procedures, participation of landlords in the Section 8 program, and how these might affect residency patterns. We will discuss if and how public support or public opposition to different types of publicly supported housing has contributed to decisions regarding the amount of such housing, the populations served, and the siting of developments.

We will also discuss the ease of finding housing for voucher holders, existence of market barriers to fair housing choice and how mobility counseling/portability/central registries help voucher holders access areas of opportunity. To the extent that the data are available, we will map dispersion of PHA units and voucher holder residences.

Discussion topics. Examples of areas we will cover in the roundtable discussions and stakeholder survey, which are necessary to complete the analysis in the AFH, include the following:

Persons with disabilities

- Is housing that is accessible to persons with various types of physical disabilities available in Pocatello? What type of housing is lacking? Why—is this a factor of cost or supply?
- Where is accessible housing located? Is it near public transit? High opportunity areas?
- How do differences in preferences affect how persons with disabilities access public and assisted housing?
- How well can persons with disabilities access community amenities? Public transit? Where is public infrastructure the weakest and needs improving?
- Do state and local laws affect if persons with disabilities have access to integrated settings? Are there barriers to the siting of group homes?
- Do landlords understand reasonable accommodations laws?
- What are the principal challenges faced by persons with disabilities in finding housing in the city?

Racial and ethnically diverse residents

- What are the primary reasons that segregated conditions exist? Historical factors? Economic factors? Housing preferences? Actions by public agencies and/or private actors?
- Are community amenities like parks, recreation facilities, quality schools distributed equitably throughout the city? Where are there gaps in service provision?
- Do disparities in housing condition exist? Why?
- Where is gentrification occurring? Is this leading to displacement of certain protected classes?
- Where is affordable housing located in the city? Where is lacking? What are the reasons for placement of affordable housing in certain areas?
- How can application scoring, particularly siting of developments, be modified to achieve a better balance of housing opportunities?

Demographics and Housing Patterns

The demographic and housing patterns analysis will consist of the following:

Demographic analysis. Using data collected for the state AI, BBC will create and analyze maps at the Census tract level for Pocatello showing:

- demographic patterns and how they have changed over time
- index of dissimilarity (or DI)
- racially/ethnically concentrated areas of poverty (RCAPs/ECAPs)
- concentrations of residents by national origin
- concentrations of persons with disabilities
- concentrations of single-parent and large-family households
- Limited English Proficiency (LEP) resident concentrations

Housing patterns analysis. This section would incorporate the findings from the PHA analysis, information on housing barriers gathered through the roundtables, focus groups and surveys, and be supplemented with an analysis of zoning ordinances and land use decisions and a review of private mortgage transactions.

Disability and Access

A very important—but challenging aspect of AI data analysis—is determining the extent to which persons with disabilities are able to find accessible and visitable housing units and are afforded equal participation in all aspects of community life. We will use information from the community participation process to research these potential barriers. PHAs may also have reasonable accommodation requests that could be a proxy to help ascertain the frequency and distribution of persons with disabilities being able to locate accessible and visitable housing accommodations.

This task would, for example, examine questions such as:

- To what extent do managers of multifamily units have trouble finding residents with disabilities to live in accessible units? If this problem occurs, what is the most likely obstacle to matching accessible units with persons in need of one?
- How adequate are public and commercial buildings and transportation systems in accommodating persons with disabilities?
- How does the availability of appropriate housing for people with disabilities affect their access to employment, public services, and commercial/retail activities?

Enforcement and Fair Housing Resources

From the list of statewide complaints and legal cases obtained for the state AI, BBC would analyze trends for Pocatello. We will interview city staff and relevant local organizations about existing fair housing resources and activities in Pocatello and how these might be improved.

Fair Housing Goals and Priorities

In this final task, BBC will draft an impediments section which discusses past impediments, how they have been addressed, and whether or not they remain. Where possible, barriers would be summarized by protected classes. The impediments—along with a recommended Fair Housing Action Plan—would be submitted to city staff for a three week review.

After a conference call to discuss changes to the draft report and once revisions are made, BBC will prepare a final AI. BBC would produce up to five hard copies of the report. We would also provide the city with electronic versions of the report in MS Word and PDF formats.

Cost of Services

The total cost to complete this entitlement module for Pocatello will be \$12,700. This will consist of:

- In-depth analyses of demographic and housing data and creation of maps beyond those in the statewide AI = \$7,000 (January-February, 2016);
- A more in-depth PHA analysis = \$700 (February, 2016);
- A special analysis of disability and access concerns = \$2,000 (March, 2016);
- Preparation of a section discussing local impediments, a Fair Housing Action Plan for Pocatello and a standalone report = \$3,000 (March-April, 2016).

Involvement of City

We will require the following involvement of Pocatello city staff:

- Contribution of data showing the beneficiaries of HUD block grant programs (CDBG, HOME, etc) as available, by race, ethnicity, disability and familial status as available. Location of investments (e.g., development of a community center, sidewalk improvements).
- Timely review of the AI draft with consolidation of comments into one document. Participation in a conference call with the BBC team to discuss recommended changes.
- Calls as needed to discuss project progress.

AGENDA

ITEM

NO. 10

Memorandum

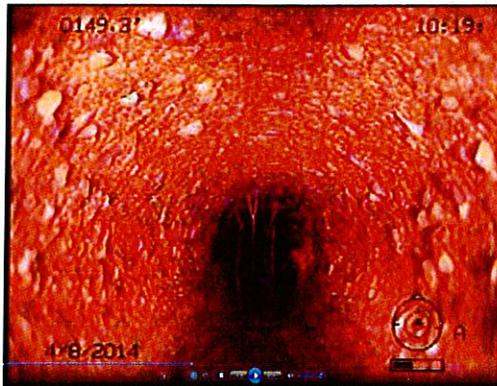
To: Mayor Blad and City Council Members
 Cc: Michael Jaglowski, Public Works Director
 Jon Herrick, WPC Superintendent
 From: Deirdre Castillo, City Engineer
 Date: January 13, 2016
 Re: 2016 Sanitary Sewer Rehabilitation (CIPP) Project *DVC*

Summary: This project consists of the rehabilitation of sanitary sewer pipes by CIPP (Cured-In-Place-Pipe) lining. During the lining process, a flexible tube is pulled into the pipe through a manhole. As hot water circulates through the tube, the tube conforms to the shape of the host pipe and hardens. The inside of the cured pipe is smooth and resembles PVC pipe. Service connections are re-established by cutting holes from the inside of the pipe with a small piece of equipment.

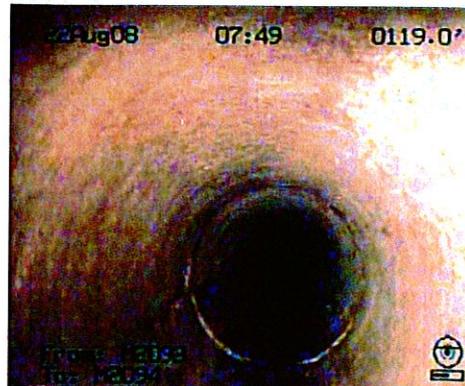
The pipes to be lined are located primarily in residential areas throughout the city. They are typically concrete pipes that exhibit corrosion due to hydrogen sulfide gas and show evidence of root intrusion at the joints.

Disruption to the public is minimal during a CIPP project. Sewer service will not typically be affected. The majority of work can be performed during the daytime, although some pipes may be lined at night when the sewer flow is low.

Funds for this project are budgeted and available in the WPC capital account.



Concrete sewer pipe located in an easement behind homes on Dogwood – note exposed aggregate and roots. This pipe will be CIPP lined.



Concrete sewer pipe on Willowwood Ave. This pipe is in good condition.



A construction crew installs a CIPP liner as part of a 2007 project in Pocatello.

Recommendation: Bids were opened on Tuesday, January 12, 2016. The bid tab is attached to this memo. A summary is provided, as follows:

Planned and Engineered Construction, Helena, MT	\$228,500.00
Insituform Technologies, Chesterfield, MO	\$312,766.00
<i>Engineer's Estimate</i>	<i>\$304,592.00</i>

The lowest responsive bidder is determined from the price submitted for the base bid, in addition to proper status as a public works contractor, submittal of a bid bond, and minimum qualifications. Staff has reviewed the bid submitted by Planned and Engineered Construction (PEC) and has found it to be in accordance with the project requirements. The unit prices submitted by PEC for the Alternate Bids 1 through 5 are very reasonable. WPC has adequate budget to include Alternate Bids 1 through 5 with this project.

The City Engineer recommends that Council:

(a) Accept the lowest responsive bid received on January 12, 2016, from Planned and Engineered Construction, Inc., in the amount of \$228,500.00 (base bid), subject to legal department review; and, if the bid is accepted,

(b) Authorize the Mayor's execution of the Agreement between the City of Pocatello and Planned and Engineered Construction in the amount of \$278,040.00 (base bid plus alternates), for the 2016 Sanitary Sewer Rehabilitation (CIPP) Project, subject to legal department review.

**CITY OF POCATELLO
ENGINEERS ESTIMATE FOR 2016 SANITARY SEWER REHABILITATION (CIPP) PROJECT**

OPENED AT: 911 North 7th Avenue, Pocatello, Idaho AT THIS TIME: 2:00 p.m. M.D.T. ON THIS DATE:

Item #	Description	BIDDER:			Engineer's Estimate		Planned & Engineered Construction, Inc. (PEC)		Insituform Technologies, LLC	
		Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
509.4.1.B.1	CIPP Liner - 8" Diameter	6751	LF	\$25.00	\$168,775.00	\$21.00	141,771.00	\$27.00	\$182,277.00	
509.4.1.B.1	CIPP Liner - 12" Diameter	1124	LF	\$28.00	\$31,472.00	\$28.00	31,472.00	\$39.00	\$43,836.00	
509.4.1.C.1	Cut Off Protruding Services	51	EA	\$250.00	\$12,750.00	\$150.00	7,650.00	\$300.00	\$15,300.00	
509.4.1.D.1	Reconnect Service Line	144	EA	\$100.00	\$14,400.00	\$50.00	7,200.00	\$62.00	\$8,928.00	
509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$15,750.00	\$15,750.00	\$4,307.00	4,307.00	\$2,400.00	\$2,400.00	
	Pre-Construction Cleaning and CCTV Inspection									
509.4.1.G.1	Inspection	7,875	LF	\$2.00	\$15,750.00	\$1.00	7,875.00	\$2.50	\$19,687.50	
509.4.1.G.1	Post-Construction CCTV Inspection	7,875	LF	\$1.00	\$7,875.00	\$1.00	7,875.00	\$0.50	\$3,937.50	
1103.4.1.A.1	Construction Traffic Control	1	LS	\$10,630.00	\$10,630.00	\$7,850.00	7,850.00	\$11,000.00	\$11,000.00	
2010.4.1.A.1	Mobilization	1	LS	\$27,190.00	\$27,190.00	\$12,500.00	12,500.00	\$25,400.00	\$25,400.00	
TOTAL AMOUNT BID PER ESTIMATES					\$304,592.00		\$228,500.00		\$312,766.00	
PW Contractors License No.		PWC-C-11139-AA-4,		Unlimited-						
Subcontractors PW License		02500, 02955		I-4						
10% Bid Bond		N/A		✓						
Affidavit of Qualifications		✓		✓						
Acknowledge Addendum(s)		✓		✓						

Alternate 1, Lincoln at Clark

Item #	Description	Quantity	Unit	PEC	
				Unit Price	Amount
509.4.1.B.1	CIPP Liner – 8” Diameter	360	LF	\$21.00	\$7,560.00
509.4.1.C.1	Cut Off Protruding Services	2	EA	\$150.00	\$300.00
509.4.1.D.1	Reconnect Service Line	8	EA	\$50.00	\$400.00
509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$500.00	\$500.00
509.4.1.G.1	Pre-Construction Cleaning and CCTV Inspection	360	LF	\$1.00	\$360.00
509.4.1.G.1	Post-Construction CCTV Inspection	360	LF	\$1.00	\$360.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$500.00	\$500.00
Total - Alternate 1					\$9,980.00

Alternate 2, Westello at Hillcrest

Item #	Description	Quantity	Unit	PEC	
				Unit Price	Amount
509.4.1.B.1	CIPP Liner – 8” Diameter	360	LF	\$21.00	\$7,560.00
509.4.1.C.1	Cut Off Protruding Services	2	EA	\$150.00	\$300.00
509.4.1.D.1	Reconnect Service Line	5	EA	\$50.00	\$250.00
509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$500.00	\$500.00
509.4.1.G.1	Pre-Construction Cleaning and CCTV Inspection	360	LF	\$1.00	\$360.00
509.4.1.G.1	Post-Construction CCTV Inspection	360	LF	\$1.00	\$360.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$500.00	\$500.00
Total - Alternate 2					\$9,830.00

Alternate 3, Roosevelt at Maple

Item #	Description	Quantity	Unit	PEC	
				Unit Price	Amount
509.4.1.B.1	CIPP Liner – 8” Diameter	575	LF	\$21.00	\$12,075.00
509.4.1.C.1	Cut Off Protruding Services	4	EA	\$150.00	\$600.00
509.4.1.D.1	Reconnect Service Line	15	EA	\$50.00	\$750.00
509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$500.00	\$500.00
509.4.1.G.1	Pre-Construction Cleaning and CCTV Inspection	575	LF	\$1.00	\$575.00
509.4.1.G.1	Post-Construction CCTV Inspection	575	LF	\$1.00	\$575.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$500.00	\$500.00
Total - Alternate 3					\$15,575.00

Alternate 4, Heron at Tanager

Item #	Description	Quantity	Unit	PEC	
				Unit Price	Amount
509.4.1.B.1	CIPP Liner – 8” Diameter	155	LF	\$21.00	\$3,255.00
509.4.1.C.1	Cut Off Protruding Services	1	EA	\$150.00	\$150.00
509.4.1.D.1	Reconnect Service Line	2	EA	\$50.00	\$100.00
509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$500.00	\$500.00
509.4.1.G.1	Pre-Construction Cleaning and CCTV Inspection	155	LF	\$1.00	\$155.00
509.4.1.G.1	Post-Construction CCTV Inspection	155	LF	\$1.00	\$155.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$500.00	\$500.00
Total - Alternate 4					\$4,815.00

Alternate 5, Taft at Maple

Item #	Description	Quantity	Unit	PEC	
				Unit Price	Amount
509.4.1.B.1	CIPP Liner – 8” Diameter	330	LF	\$21.00	\$6,930.00
509.4.1.C.1	Cut Off Protruding Services	2	EA	\$150.00	\$300.00
509.4.1.D.1	Reconnect Service Line	9	EA	\$50.00	\$450.00
509.4.1.E.1	Bypass Sewage Pumping	1	LS	\$500.00	\$500.00
509.4.1.G.1	Pre-Construction Cleaning and CCTV Inspection	330	LF	\$1.00	\$330.00
509.4.1.G.1	Post-Construction CCTV Inspection	330	LF	\$1.00	\$330.00
1103.4.1.A.1	Construction Traffic Control	1	LS	\$500.00	\$500.00
Total - Alternate 5					\$9,340.00

Summary - Planned and Engineered Construction

Base Bid	\$228,500.00
Alternate 1	\$9,980.00
Alternate 2	\$9,830.00
Alternate 3	\$15,575.00
Alternate 4	\$4,815.00
Alternate 5	\$9,340.00
Total	\$278,040.00

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: WPC Bid Award for CIPP (WPC) 
DATE: January 14, 2016

I have reviewed the documents which pertain to the WPC's Bid Awards for 2016 Sanitary Sewer Rehabilitation (CIPP) Project and they are in order. I was present during the opening of the bids and it is appropriate to award the bid to Planned Engineered Construction, Inc. as they are the lowest responsive bidder. Monies for this project have been previously budgeted. If you have any questions, please feel free to contact me.

**ISPWC
FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT
(STIPULATED PRICE)**

THIS AGREEMENT is by and between the City of Pocatello, Idaho ("Owner") and Planned and Engineered Construction, Inc. ("Contractor"). Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: rehabilitation of existing 8-inch through 12-inch diameter sanitary sewer pipes with CIPP (Cured-in-Place Pipe) installation, including cleaning, CCTV (closed circuit television) inspection, cutting off protruding laterals, lateral reinstatement, bypass pumping, traffic control, and other associated work. The project is located in Pocatello, throughout the City limits, within the street right of ways, alleyways, and easements.

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: **2016 Sanitary Sewer Rehabilitation (CIPP) Project.**

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Deirdre Castillo, P.E. (Engineer), which is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Days to Achieve Substantial Completion and Final Payment*

A. The Work will be substantially completed within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such

proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each calendar day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$250.00 for each calendar day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraph 5.01.A below:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment by the 20th day of the month in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 7th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- a. 95 percent of Work completed (with the balance being retainage); and
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion. If, at substantial completion, the character and

progress of the work has been satisfactory, the OWNER may, at the OWNER'S sole discretion, reduce the amount of retainage being held.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the rate of 4 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. The Contractor is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).
- K. Contractor shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 00520-1 to 00520-7, inclusive).
 - 2. Performance bond (pages 00610-1 to 00610-3, inclusive).
 - 3. Payment bond (pages 00615-1 to 00615-3, inclusive).
 - 4. General Conditions – Division 100 of the Idaho Standards for Public Works Construction (pages 00900-1 to 00900-52, inclusive).
 - 5. Supplementary General Conditions (pages 00800-1 to 00800-8, inclusive).
 - 6. Standard Specifications – Idaho Standards for Public Works Construction, Section 509 pages 1 to 20; Section 1103, pages 1 to 8; and Section 2010, pages 1 to 2.
 - 7. Supplementary Technical Specification (pages 2100-1 to 2100-8, inclusive).
 - 8. Drawings consisting of 19 sheets with each sheet bearing the following general title:
2016 Sanitary Sewer Rehabilitation (CIPP) Project.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 00410-1 to 00410-9, inclusive).
 - b. Affidavit of Qualifications (pages 00330-1 to 00330-3, inclusive) and associated attachments.
 - 11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

- a. Notice to Proceed (page 00550-1).
 - b. Work Change Directive(s) (page 00940-1)
 - c. Change Order(s) (pages 00941-1 to 00941-2)
 - d. Field Order(s) (pages 00942-1 to 00942-2)
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and 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 the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents may be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

DRAFT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

By: Brian C. Blad

Title: Mayor

Attest: _____

Title: _____ City Clerk

Address for giving notices:

P.O. Box 4169

Pocatello, ID 83205-4169

CONTRACTOR:

Planned and Engineered Construction, Inc.

By:

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign).

Attest: _____

Title: _____

Address for giving notices:

Idaho Public Works Contractors License Number:

PWC-C-11139-AA-4, 02500, 02955

Agent for service of process:

AGENDA

ITEM

NO. 11

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Police Department purchase/trade of Firearms with Salt Lake Wholesale
DATE: January 13, 2016

I have reviewed the documents which pertain to the PPD's proposed purchase/trade of certain firearms and they are in order. It is my recommendation that the Council authorize the purchase/trade of the forty-five (45) pistols. The monies for this purchase have been previously budgeted. If you have any questions, please feel free to contact me.



SALT LAKE WHOLESALE SPORTS

3331 S. 300 West Salt Lake City, UT 84115
(801) 485-4867 / (800) 248-4867 Fax: (801) 485-7873
slw@qwest.net www.saltlakewholesalesports.com



MASTER LAW ENFORCEMENT DISTRIBUTOR

Pocatello City PD
Attn: Russell Gunter
911 North 7th Avenue
Pocatello, ID 83201
(208) 234-6100

Russell,

Please see the pricing below per your request. Let me know if you have any questions. Thanks.

Item #	Description	# of units	Pricing ea.	TOTAL
Glock 21 GNS Gen4	45 auto full-size pistol with Night Sights, 3 magazines, and a case.	19	\$469.00	\$8,911.00
	FOR TRADE			
Glock 21 GEN3	45 auto full-size pistol with night sights, 3 magazines, and a case.	16	(\$314.00)	(\$5,024.00)
Shipping	Included on new pistol purchase. Not included on trade in.			\$0.00
TOTAL	Not Including possible shipping.			\$3,887.00

Respectfully,

Jordan Mitchell, Northern Territory Manager
Salt Lake Wholesale Sports

Tuesday, January 12, 2016

AGENDA

ITEM

NO. 12

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: WPC Vehicle Bid Award
DATE: January 13, 2016

I have reviewed the documents which pertain to the WPC's Bid Awards for (1) 2016 Ford F550 truck with service body and crane and they are in order. I was present during the opening of the bids and it is appropriate to follow the recommendations of Jon Herrick, Superintendent of WPC. The monies for this purchase have been previously budgeted. If you have any questions, please feel free to contact me.

Memo

January 13, 2016

To: Mayor Blad and Pocatello City Council

From: Jon Herrick, WPC

Re: 2016 WPC Maintenance service truck

The WPC department went out for bid on a 2016 Ford F550 truck with service body and a crane and we received only one bid from Cobalt Truck Equipment from Nampa. The cost of this truck is \$144,850.00 delivered to Pocatello. The money is budgeted in the 2016 FY WPC budget.

This truck carries tools to perform all needed maintenance for the WPC plant equipment and the 23 lift stations in the collection system. This truck is also going to be used to lift and remove pumps and motors from the lift stations that we need to rent a crane to remove at this time. This truck is considerably larger than the old vehicle due to the increased demand of the greater weight of the bed and crane. This vehicle will replace a 1997 ¾ ton truck with service body and crane which will be passed on to another department that can use it.

BID INSTRUCTIONS

GENERAL

It is the intent of these specifications to provide, as nearly as possible, a vehicle that will conform to specifications suitable for rugged, continual service by the City of Pocatello Water Pollution Control Department. The vehicles or equipment shall be new and unused and comply with all minimum specifications contained herein. The vehicle or equipment shall comply with all Federal Department of Transportation, State of Idaho Occupational Safety and Health Act, Emission Control Standards for Idaho, and all safety standards in effect at time of delivery to Pocatello Water Pollution Control.

MATERIAL AND WORKMANSHIP

All equipment, materials and workmanship shall be of the highest grade in accordance with modern practice. The equipment supplied will be new and unused.

LATE DELIVERY

The delivery date shall be within 90 calendar days of the bid award. Equipment not delivered by the delivery date will be charged a late penalty in the amount of five percent (5%) of the bid security for each week or portion of a week thereafter.

PROPOSAL SUBMISSION RULES

Specifications contained herein are numbered and each specification contains a box to permit the bidder to indicate a "yes" or "no" compliance reply. A yes answer is to mean that equipment offered conforms to or exceeds the specification as written. A no answer is to mean that equipment offered differs from or is less than the specification as written. A yes or no reply in the box is mandatory. Bidders are accordingly advised that all pages of the specification, with required answers indicated, must be returned with the submitted bid proposal.

SUPPORT OF EQUAL OR SUPERIOR, BUT DIFFERENT, EQUIPMENT

To properly present his equipment when "no" replies are generated, a bidder or manufacturer is advised to follow the procedure described below.

1. Carefully read each specification. In the space opposite the specification, indicate conformance or variance with the specification by circling the appropriate "yes" or "no" reply in ink.
2. For each "no" reply, explain in the Variance section how the equipment being offered differs. Pocatello Water Pollution Control reserves the right to reject any bid proposal that does not conform to this requirement. If there is not enough space, attach a separate sheet of paper.
3. A copy of the exception(s) to bid conditions & specifications must be submitted to the office of the WPC Superintendent for consideration, no later than 12:00 p.m. January 11, 2016, at 10733 N. Rio Vista Rd.; P.O. Box 4169, Pocatello, ID 83205-4169, or fax to (208)237-3927.

CONDITIONS

Unit offered under this advertisement shall be new standard production model of the latest design in current production.

Materials shall be of good commercial quality for the intended service and shall be produced by use of current manufacturing processes. Material shall be treated to resist rust, corrosion and wear.

Bidder must submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish.

Bidder shall be prepared to give a complete demonstration of the merits of the machine(s) offered, as directed by the purchaser. The machine so demonstrated shall be complete as offered by the bidder for this bid.

The price quoted shall include all transportation charges fully prepaid to Pocatello, Idaho.

Award will be made to the lowest responsive and responsible bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to requirements, delivery terms and guarantee clauses shall be taken into consideration.

The purchaser reserves the right to reject any or all bids, to waive any informality in bids, to accept in whole or part such a bid, or bids, as may be deemed in the best interest of the purchaser.

Bids shall be accompanied with a cashier's check, certified check, bid bond or cash in an amount of no less than five percent (5%) of the total amount bid. The City reserves the right to reject any or all bids, or to award to the bidder as determined to be in the best interest of the City.

SPECIFICATIONS INDEX

1. 2016, 1-½ ton Truck Chassis
2. Crane Body
3. Hydraulic Crane
4. BOSS BA 435 compressor
5. Specialty Equipment & Accessories
6. Electrical & Lighting
7. Paint & Speedliner Coating
8. Warranty
9. Other items

2016 1-1/2 ton chassis

SPECIFICATION NO.1

Meet or Exceed Y N
(Circle one)

2016 1-1/2 ton Chassis, SD Regular Cab
4x4 SD Regular Cab 165" WB DRW XL(F4H)
Engine: Turbo Diesel B20
Oxford White

Suspension/Handling

- * Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- * Rear DANA 110 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- * Firm ride Suspension
- * Hydraulic power-assist re-circulating ball Steering
- * Front and rear 19.5 x 6 argent steel wheels
- * LT225/70SR19.5 GBSW AS front and rear tires
- * Dual rear wheels

Body Exterior

- * 2 doors
- * Driver and passenger power remote heated folding door mirrors with turn signal indicator
- * Turn signal indicator in mirrors
- * Black door mirrors
- * Chrome bumpers
- * Trailer harness
- * Clearcoat paint
- * Front and rear 19.5 x 6 wheels

Convenience

- * Manual air conditioning
- * Cruise control with steering wheel controls
- * Power front windows
- * Driver and passenger 1-touch up
- * Driver and passenger 1-touch down
- * Remote power door locks with 2 stage unlock and illuminated entry
- * Manual tilt steering wheel
- * Manual telescopic steering wheel
- * Day-night rearview mirror
- * Wireless phone connectivity
- * AppLink smart device integration
- * 1 1st row LCD monitor
- * Front cup holders
- * Passenger visor mirror
- * Driver and passenger door bins

Seats and Trim

- * Seating capacity of 3
- * Front 40-20-40 split-bench seat
- * 4-way driver seat adjustment
- * Manual driver lumbar support
- * 4-way passenger seat adjustment
- * Centre front armrest with storage

Variance:

- * Cloth seat upholstery

Entertainment Features

- * AM/FM stereo radio
- * Bluetooth connectivity
- * Steering wheel mounted radio controls
- * 2 speakers
- * Wireless streaming
- * Fixed antenna

Lighting, Visibility and Instrumentation

- * Halogen aero-composite headlights
- * Variable intermittent front windshield wipers
- * Light tinted windows
- * Front reading lights
- * Tachometer
- * Compass
- * Outside temperature display
- * Trip odometer

Safety and Security

- * 4-wheel ABS brakes
- * 4-wheel disc brakes
- * Driveline traction control
- * Dual front impact airbag supplemental restraint system with passenger cancel
- * Dual seat mounted side impact airbag supplemental restraint system
- * Curtain 1st row overhead airbag supplemental restraint system
- * Remote activated perimeter/approach lighting
- * Power remote door locks with 2 stage unlock and panic alarm
- * Security system with SecuriLock immobilizer
- * Manually adjustable front head restraints

<p>CRANE BODY SPECIFICATION NO.2</p> <p>Body to include integral reinforcement for hydraulic crane. Non-factory reinforcement kits are not acceptable.</p> <p>IMT Dominator I, 11', heavy duty galvanized steel crane body with standard right rear crane mount, 21" workbench bumper with through compartment and a receiver tube for hitch insert and pintle hitch mounting plate, 10" fold down tailgate with latch hardware, body installation kit, prime paint and undercoated. The body shall be designed to accept up to and including a 52,000 ft-lb rated crane on an 84" CA chassis with a 15,000 lb minimum GVW rating.</p> <p>The right front and left front raised body shall have nominal dimensions of 131" L x 96" W x 44" H with 22" deep compartments; the right front and left front compartments shall have a nominal height of 60". The body shall have a nominal weight of 3317 lb. The body shall have a nominal storage capacity of 142.2 cu ft.</p> <p>Understructure</p> <p>The understructure shall be constructed to form a torsion box consisting of 12 gauge galvanized steel inverted A-frame long sills and torsion plate. The load equalizing longitudinal members shall be 8" x 12 gauge galvanized steel with a 10 gauge galvanized lower torsion plate. The rear tubing cross members shall be 8" x 3" x 3/16" wall designed to attach to the reinforced crane compartment and utilize the torsion box design for unitized load distribution to prevent distortion of the truck chassis frame. The rear stabilizer housing shall be constructed of 6" x 4" x 3/8" wall tube and shall be an integral part of the torsion box construction and shall be attached with 1/4" gussets longitudinally.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <table border="1" style="width: 100%; height: 100%;"> <tr><td> </td></tr> </table>								
<p>Cargo Deck</p> <p>The cargo deck shall be constructed of 1/8" thick tread plate and shall be welded solid to the compartments. The cargo space between the compartments shall be 50" wide and there shall be no wheel wells protruding into the cargo deck area.</p> <p>There shall be (4) D-ring tie evenly spaced, 6000 lb. working load capacity from 90° vertical to 45°, flush mounted tie down rings incorporated into the cargo bed area.</p> <p>There shall be (4) D-ring tie down 5/8" mounted to cargo area wall with 3/8" plate 6" up from the floor</p> <p>Spare tire retainer installed in cargo area</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <table border="1" style="width: 100%; height: 100%;"> <tr><td> </td></tr> </table>								
<p>Doors</p> <p>The doors on the body shall be constructed of 14 gauge, seamless, full perimeter hem reinforced, and galvanized steel. Each door will utilize stainless steel hinges, T-handled powder coated cast steel latches with common keys, and automotive extruded bulb type weather stripping for sealing the doors. All doors shall be equipped with a gas shock style positive stop retainers.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <table border="1" style="width: 100%; height: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>								
<p>Compartments</p> <p>All compartments, except the crane box structure, shall be constructed of galvanized steel. The compartment side packs shall be constructed of a combination of 12 and 14 gauge galvanized steel with 10 gauge galvanized smooth steel tops and 1/8" thick tread plate backs. Each side pack shall incorporate an integral outside rain eave. All compartments shall be made weather resistant by caulking all seams with a polyurethane sealant. There shall be two grab handles provided at the rear of the body to assist in accessing the load bed.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <table border="1" style="width: 100%; height: 100%;"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>								

Right & Left Front Vertical (RV1 & LV1)

The right and left front vertical compartments shall have a single door. Adjustable shelving brackets are provided. The front right compartment shall be vented for oxygen-acetylene bottle storage. The right front compartment shall be 44" H x 34-15/16" W x 22" D, 60" H with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 29-3/4" W; 54-3/4" H with raised compartment options. The left front compartment shall be 44" H x 34-15/16" W x 22" D; 60" H with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 31-1/4" W; 54-3/4" H with raised compartment options.

Emberton - Heavy Duty Drawer units – Street Side LV1 - No Substitutions

G90 Galvanized steel construction
Long lasting powder coat finish in yellow
Anodize aluminum billet handle for comfortable operation
Riser channels provide very simple vehicle mounting
One hand latching system keep drawers securely in place while allowing for smooth opening and closing
Solid one-piece construction of drawers, Removable
Minimum 250 lbs. capacity per drawer

Street side Vertical 1 Compartment

Heavy duty drawer pack consisting of the following:
(8) 3" Drawers
(2) 5" Drawers
(2) 7" Drawers
18" deep x 24" wide
With 3" riser
Standard divider kit

An adjustable shelf will be mounted over the top of the drawer pack.

Meet or Exceed Y N
(Circle one)

Variance:

Horizontal Compartments RH & LH

The horizontal compartment over the rear wheels shall have overlapping, double doors. Adjustable shelving brackets are provided. The compartments shall be 23-7/8" H x 50-3/8" W x 22" D; 39-7/8" H with raised compartment options, nominal. The door opening shall be a nominal 21-1/2" H x 44-7/8" W; 37-1/2" H with raised compartment options.

Emberton - Heavy Duty Drawer units – Street Side LH & RH- No Substitutions

G90 Galvanized steel construction
Long lasting powder coat finish in yellow
Anodize aluminum billet handle for comfortable operation
Riser channels provide very simple vehicle mounting
One hand latching system keep drawers securely in place while allowing for smooth opening and closing
Solid one-piece construction of drawers, Removable
Minimum 250 lbs. capacity per drawer

Street side Horizontal Compartment LH

Heavy duty drawer pack consisting of the following:
 (5) 3" Drawers
 (1) 5" Drawer
18" deep x 42" wide
With 1" riser
Standard divider kit

Curb side Horizontal Compartment RH

Heavy duty drawer pack consisting of the following:
 (2) 7" Drawer
18" deep x 42" wide
With 1" riser
Standard divider kit

An adjustable shelf will be mounted over the top of the drawer pack.

Meet or Exceed Y N
 (Circle one)

Variance:

<p><u>Left Rear Vertical Compartment</u></p> <p>The left rear vertical compartment shall have a single door. Adjustable shelving brackets are provided. The compartments shall be 44" H x 27" W x 22" D; 60" H with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 18-3/8" W; 54-3/4" H with raised compartment options.</p> <p><u>Emberton - Heavy Duty Drawer units – Street Side LR - No Substitutions</u></p> <p>G90 Galvanized steel construction Long lasting powder coat finish in yellow Anodize aluminum billet handle for comfortable operation Riser channels provide very simple vehicle mounting One hand latching system keep drawers securely in place while allowing for smooth opening and closing Solid one-piece construction of drawers, Removable Minimum 250 lbs capacity per drawer</p> <p><u>Street side Horizontal Compartment LH</u></p> <p>Heavy duty drawer pack consisting of the following: (9) 3" Drawers (1) 7" Drawer 18" deep x 17" wide With 3" riser Standard divider kit</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				
<p><u>Right Rear Reinforced Crane Compartment</u></p> <p>The right rear compartment shall be constructed from one piece 3/16" (4.8 mm) steel sides and a 1/2" steel top with reinforcing vertical plates welded perpendicular to the top plate. This compartment shall be structurally connected to the torsion box sub-frame and the stabilizer housing support members. The compartment shall incorporate a drip pan that routes any water that may enter through the crane mounting area, out of the compartment. This compartment shall have a single, forward swinging door, which shall incorporate crane cable control cable storage. The compartment shall be 44" H x 27" W x 22" D; 52" H with raised compartment options, nominal. The door opening shall be a nominal 38-3/4" H x 18-3/8" W); 46-3/4" H with raised compartment options.</p>					
<p><u>Finish Paint and Preparation</u></p> <p>The body assembly shall be washed with a hot alkaline cleaner, phosphate coated and rinsed with a seal coat to prevent flash rusting. The body shall be baked dry, undercoated with a rubberized polyurethane undercoating and prime painted with minimal thickness of 2.5 mil primer. The unit may be top coated with DuPont® Imron Elite paint to a total finish thickness of 2-3/4 to 3-1/2 μ, then baked dry.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <table border="1"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>				

Electrical, 12VDC Multiplex System

All 12VDC in-line wiring connections will utilize sealed, hinge lock connectors. Main power will be circuit protected at the source and will be activated via the multiplex system. Main power and ground cabling will be white GXL type wire and function labeled. All electrical function wiring that exit the Electrical Control Station will have their functions ink-jet printed onto white GXL type wire in three inch intervals. All 12VDC wire harnesses shall be overbraided with high temperature resistant vinyl coated nylon yarn. The harness will be black with yellow striping with a weave tightness of 12 picks / inch. All body lights shall be flush mounted and or recessed for protection.

Electrical Control System –

Each 12VDC system shall be individually controlled by the switch panel processor. Activation will occur when the processor receives information an event has been initiated and that all interlock conditions have been met. It will then turn on the appropriate output on the power distribution module. All circuits are fuse protected as well as field effect transistor (FET) protected. The FET output will turn off when an over current situation occurs.

Other Features

The body shall include a body mounting kit.

Master lock system

The body shall include USA DOT approved LED lights and reflectors with back-up alarm.

The body assembly shall include molded rubber fender extensions fastened to the body with blind rivets.

7500 HYDRAULIC CRANE

SPECIFICATION NO. 3

Telescoping Crane

The crane shall be a telescoping crane that mounts to a mechanics body.

- Electric shift direct mount PTO for automatic transmission
- Direct mount hydraulic pump
- 35 gallon bulkhead hydraulic reservoir
- Return line filter
- Hydraulic overload shut down system
- Hydraulics to operate Boss BA435 Air Compressor

Major Components

The telescoping crane shall consist of the following major components:

Base

The base shall house the crane rotation assembly and consist of a casting, a rotation bearing driven by a worm gear and a hydraulic motor. The casting shall have provisions to bolt directly to the mechanics body.

Meet or Exceed Y N
(Circle one)

Variance:

<p><u>Mast</u></p> <p>The crane mast shall consist of two vertical uprights with no cross bracing that would hinder servicing. The lower end shall attach to the rotation bearing and support the base end of the lower cylinder. The upper end shall support the base end of the lower boom. The control valves shall attach to the rear section of the mast.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p><u>Lower Boom</u></p> <p>The lower boom shall be hinged to the mast and shall encompass the extension boom assembly. It shall also mount the rod end of the lower cylinder without the use of linkage.</p>																	
<p><u>Extension Boom Assembly</u></p> <p>The extension boom assembly shall consist of two telescoping booms that shall telescope hydraulically.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p><u>Crane Operating Specifications</u></p> <p>The crane shall, at a minimum, meet the following operating specifications</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p><u>Crane Capacities at Various Radii</u></p> <p>The crane shall have, at a minimum, the following lifting capacities at the respective radii from the centerline of rotation with the lower boom horizontal:</p> <table border="0" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Position</th> <th style="text-align: left;">Reach</th> <th style="text-align: left;">Capacity</th> <th style="text-align: left;">ft-lb Rating</th> </tr> </thead> <tbody> <tr> <td>Lower Boom Horizontal</td> <td>11'-11"</td> <td>3945 lb.</td> <td>47,000 ft-lb</td> </tr> <tr> <td>Lower Boom Horizontal</td> <td>16'-11"</td> <td>2615 lb.</td> <td>44,200 ft-lb</td> </tr> <tr> <td>Lower Boom Horizontal</td> <td>21'-5"</td> <td>2045 lb.</td> <td>43,800 ft-lb</td> </tr> </tbody> </table>	Position	Reach	Capacity	ft-lb Rating	Lower Boom Horizontal	11'-11"	3945 lb.	47,000 ft-lb	Lower Boom Horizontal	16'-11"	2615 lb.	44,200 ft-lb	Lower Boom Horizontal	21'-5"	2045 lb.	43,800 ft-lb	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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Lower Boom Horizontal	16'-11"	2615 lb.	44,200 ft-lb														
Lower Boom Horizontal	21'-5"	2045 lb.	43,800 ft-lb														
<p><u>Horizontal Reach</u></p> <p>The crane horizontal reach from centerline of rotation shall not be less than 21'-5"</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p><u>Lifting Height</u></p> <p>From the surface the crane attaches to, the crane shall be able to reach a vertical elevation of 23'-10"</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																
<p><u>Storage Height</u></p> <p>In the stored position, the vertical height of the crane shall not exceed 40.6" (103.12 cm) from the crane-mounting surface</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>																

<p><u>Crane Weight</u></p> <p>The weight of the crane shall not exceed 1765 lb.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Crane Centers of Gravity</u></p> <p>The horizontal and vertical centers of gravity in the stored position shall be given.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Vertical Center of Gravity</u></p> <p>The vertical center of gravity of the crane in the stored position above the bottom of the crane base shall be no greater than 19.6" from the crane-mounting surface.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Horizontal Center of Gravity</u></p> <p>The horizontal center of gravity, parallel to the long axis of the crane when the crane is in the stored position, from centerline of rotation, shall not be greater than 42.0"</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Mounting Space Required</u></p> <p>The mounting space required shall not exceed 20" x 21" .The mounting hole pattern shall be the industry convention of a four-bolt pattern of 14.75" x 14.75" centers</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Optimum Pump Capacity</u></p> <p>To ensure optimum crane performance, the hydraulic pump shall have an output of not less than 10-12 gpm and be capable of 3000 psi system pressure.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Crane Articulation Characteristics</u></p> <p>The crane shall have the following articulation characteristics:</p> <p><u>Crane Rotation</u> The crane shall be capable of rotating no less than 400° swing arc.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p>
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<p><u>Cylinders with Counterbalance Valves</u></p> <p>The lower and extension cylinders shall have counterbalance valves integrally mounted. Both cylinders shall have the counterbalance valve on the extend side only.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Function of the Counterbalance Valve</u></p> <p>The counterbalance valve shall serve several functions. First, it is a holding valve. Second, it shall be so constructed that it will control the lowering function and allow that motion to be feathered while under load. Third, if a hose breaks, the only oil loss shall be that in the hose. Finally, if the crane is loaded in excess of its capacity, the counterbalance valve will open and allow the load to slowly lower to the ground.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Hydraulic System</u></p> <p>The hydraulic system shall be an open center, full-pressure system, which requires 10-12 gpm optimum oil flow at 3000 psi.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Valve Bank and Controls</u></p> <p>The hydraulic system shall include a 4-section stack type, fully proportional control valve of the "off-on" type activated by a "pistol grip" style radio remote control. The valve bank shall be rated at a minimum of 6000 psi system pressure.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Valve Bank Porting</u></p> <p>All ports on the valve bank shall facilitate SAE J514 O-ring type fittings.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Hydraulic Hose Construction</u></p> <p>All pressure hoses shall meet SAE517d and are to be of SAE100R2 construction or its equivalent.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Hydraulic Hose Assemblies</u></p> <p>Each hose assembly shall have a fitting at each end and have a minimum ISO solid contamination code of 17/14.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>
<p><u>Cylinder Porting</u></p> <p>All cylinder ports on the lower boom and extension cylinders shall facilitate O-ring type fittings. National pipe thread ports or fittings will not be acceptable.</p>	<p>Meet or Exceed Y N (Circle one)</p> <p>Variance: _____</p> <p>_____</p> <p>_____</p>

<p><u>Crane Control System</u></p> <p>The crane controls system shall be a radio remote system comprised of a radio transmitter and receiver. The transmitter shall be a "pistol grip" style that contains two mini-joysticks for crane functions, toggle switches for engine remote start/stop, engine speed control and compressor on/off, LED lights for transmitter and receiver communication, LED light for error code indication, LED light for transmitter battery life and LED lights for crane capacity consumption indication. The transmitter will be powered by 4 AA alkaline batteries.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Crane Rotation System</u></p> <p>The crane shall rotate by means of a rotation bearing driven by an external worm gear and hydraulic motor. The worm drive shall be self-locking, which precludes the use of a counterbalance valve.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Construction Materials</u></p> <p><u>Pinned Connection</u></p> <p>A pinned connection is considered to be any hinge point on the crane, i.e., the lower boom to mast connection or the lower cylinder to lower boom connection. All pins shall be chrome plated for corrosion resistance.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Pin Retention</u></p> <p>All hinged pins shall be positively locked into the booms to prevent inadvertent pin rotation.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Base Assembly</u></p> <p>The base shall be made from a single casting. The casting shall be manufactured from ductile iron certified to 45,000 psi minimum yield strength. It shall mount a rotation bearing driven by an external worm gear and hydraulic motor. Total reduction shall not be less than 85:1. For safety reasons, maximum rotation speed shall not exceed 2.25 revolutions per minute.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Mast Assembly</u></p> <p>The mast shall be made of 1.0" thick plates with no reinforcing welded between them and shall be certified to 50-70 KSI (yield strength). To reduce weight and facilitate service, the mast plates shall have excess material removed from the center areas.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Lower Boom</u></p> <p>The lower boom structure shall be a two-piece welded boom, manufactured from material with yield strength of at least 80,000 psi with a minimum overall dimension of 8.84" h x 6.0" w. The shape shall be pentagonal with the top of the boom being flat and the bottom being V-shaped. The top "rectangular" section shall have a minimum material thickness of 0.25" (and the bottom "V" section shall have a minimum material thickness of 0.25". The boom shall be welded along the neutral axis of the tube.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

<p><u>Extension Boom Assembly</u></p> <p>The extension boom structures shall be two-piece welded booms, manufactured from material with yield strength of at least 80,000 psi. The shape shall be pentagonal with the top of the boom being flat and the bottom being V-shaped. The top "rectangular" section shall have a minimum material thickness of 0.25" and the bottom "V" section shall have a minimum material thickness of 0.25". The booms shall be welded along the neutral axis of the tubes. The first extension will have a minimum overall dimension of 7.91" h x 5" w and the second extension will have a minimum overall dimension of 6.75" h x 4" w. For ease of hydraulic extension, wear pads shall be utilized.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Paint</u></p> <p>Painted components are to be sand blasted, primed and painted prior to assembly. Total layer of primer and paint to be minimum 110 μ. The paint shall be a DuPont Imron Elite® and it shall be cured by baking</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Winch Assembly and Wire Rope Assembly</u></p> <p>The winch assembly shall be of the planetary drive design and shall be mounted to the mast end of the lower boom. Single line speeds shall be no less than 60 ft/min) and the maximum line pull shall be no less than 3800 lb. The winch shall be equipped with a minimum of 85' of 3/8" diameter, 6 x 25 FW PRF LRL IWRC XIPS wire rope. The winch drum, wire rope assembly and all sheaves over which the wire rope passes shall be designed to ANSI B30.5 standard. The wire rope shall have a swaged end.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Structural Performance Standards</u></p> <p>All structural elements of the crane shall be tested to SAE J1063 standard and certified to have passed.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Snatch Block</u></p> <p>For maximum lift capacity, the boom and wire rope shall be designed to allow double line operation including the use of a snatch block. The sheave in the snatch block shall comply with ANSI B30.5 standard. To encourage switching between single and double line operation, the change-over shall be affected in one minute.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p><u>Hydraulic out/in, up/down outriggers</u></p> <p>Mounted between workbench bumper and service body. Curb side outrigger extends out.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
<p>Buzzer/light indicator for FM radio remote transmitter installed on chassis dash. Buzzer/light will be activated whenever radio remote transmitter is not inserted into storage cradle located in RR compartment and emergency brake is disengaged</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

<p>BOSS BA435 RECIPROCATING AIR COMPRESSOR SPECIFICATION NO. 4</p> <p><u>Type:</u> Quantity of one (1) Boss Model BA435 hydraulic drive above deck reciprocating air compressor to include the following as standard equipment compressor – (No Substitutions).</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <hr/> <hr/> <hr/>
<p>Boss single stage, air cooled, 4-cylinder, pressure lubricated reciprocating air compressor. Fully assembled in the U.S.</p> <p>Aluminum compressor assembly for lighter weight and higher thermal efficiency. No cast iron compressor assembly acceptable.</p> <p>Capacity 35 CFM @ 100 PSI (150 PSI maximum) @ 1,400 input RPM.</p> <p>Direct coupled, gear-type hydraulic motor to compressor input shaft. No belt drive allowed.</p> <p>Hydraulic requirements are 10 GPM @ 1,850 PSI (2,400 PSI maximum).</p> <p>Compressor dry weight not to exceed 200 lbs.</p> <p>Dimensions: 26 ½"L x 19 ¼"H x 19 ¾"W</p> <p>Integrated hydraulic system cooler to handle air compressor GPM flow.</p> <p>12VDC electric 14" fan assembly integrated into package for compressor head cooling and single pass hydraulic system cooler.</p> <p>Compressor to be pressure lubricated via oil pump. Splash lubrication not acceptable.</p> <p>Enclosure to be durable, light weight, powder-coat painted and rust resistant aluminum. Galvanneal sheet metal not acceptable.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <hr/> <hr/> <hr/>
<p>Routine maintenance items accessible without removal of canopy.</p> <p>Integrated solenoid and relief valve incorporated into the compressor package.</p> <p>Two year warranty for the piston compressor assembly and 12-months on remaining components.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <hr/> <hr/> <hr/>
<p><u>On/Off Control:</u></p> <p>Compressor package to contain on/off solenoid valve, hydraulic pressure relief valve and directional safety valve to divert hydraulic oil back to reservoir for overtemperature or overpressure conditions.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <hr/> <hr/> <hr/>
<p><u>Controls:</u></p> <p>Pneumatic inlet control valve shall be integrated into compressor system and automatically modulate output from 0 to 100% in response to air demand.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance:</p> <hr/> <hr/> <hr/>

<p><u>7-way trailer socket, RV style with flat blades</u></p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance: _____</p>
<p><u>Install 8" Wilton Trademaster Vise</u></p> <p>P/n 21800 vise (no substitutions) on the curb side corner of the bumper.</p> <p>Jaw Width (in.) 8</p> <p>Opening Capacity Max (in.) 8-1/4"</p> <p>Throat Depth (in.) 4-3/4"</p> <p>Pipe Jaw Capacity (in.) 1/4" – 3-1/2"</p> <p>Seam seal the base of the vise.</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance: _____</p>
<p><u>Adjustable shelves installed in LH, 11</u></p> <p>Torch tip/spray can tray installed as follows: - Mounts to LR or RR door of D1SII, or 11' body</p> <p>Adjustable shelf installed in LV1, 11</p> <p>Adjustable shelf installed in LV2, 11' body</p> <p>Adjustable shelf installed in RH, 11</p> <p>(2) Oxy/Acetylene bottle holders installed in RV1 compartment</p> <p>Oxy/Acetylene reel with 1/4" x 50' hoses, installed in front curb side compartment</p> <p>Oxy/ Acet hose couplers for 1/4" hose installed</p> <p>Adjustable shelf installed in RV2, 11' body</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance: _____</p>
<p>20lb fire extinguisher supplied</p> <p>ICC triangle kit supplied</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance: _____</p>
<p><u>Preco Preview Plus Back up Radar and Monitor</u></p> <p>All-in-one blind spot detection, active warning & visual clarification monitor</p> <p>Connect directly to latest PreView radar sensor(s)</p> <p>Color coded indicators overlay on screen to give operator approximate distance information</p> <p>Audible alert can be acknowledged by operator with a simple press of a button on the monitor</p>	<p>Meet or Exceed Y N (Circle one)</p> <hr/> <p>Variance: _____</p>

<p><u>Rear bumper storage compartment installed as follows:</u></p> <p>3/8" X-10 steel plate overlay Locking hinge lid Hidden hinge for smooth work bench surface Stainless steel pins 3/4 #9 Expanded metal basket with rubber mat Seam seal before paint 3 dimensional drawings required</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:											
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<p><u>Grip strut step with rubber mounts mounted on StreetSide</u></p> <p>Grab rail mounted on street side rear bumper powercoated CAT yellow. Removeable – bolt on with stainless steel hardware for easy removal.</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:											
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<p><u>Heavy duty spring work as follows</u></p> <p>Add 2" block – street side Add 3" block – curb side (4) U-bolts w/hardware</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:											
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<p><u>ELECTRICAL & LIGHTING</u> <u>SPECIFICATION NO. 6</u></p> <p>Body electrical: All 12VDC in-line wiring connections will utilize sealed, hinge lock connectors. Main power will be circuit protected at the source and will be activated via a power distribution relay. Main power and ground cabling will be white GXL type wire and functions labeled. All electrical function wiring that exits the Electrical Control Station will have their functions ink-jet printed onto white GXL type wire in three inch intervals. All 12VDC wire harnesses shall be over-braided with high temperature resistant vinyl coated nylon yarn. All body lights shall be LED and flush mounted and or recessed for protection. Body shall be factory pre wired for all 12VDC lighting and accessories. Deutz CP-1400 wiring connector at front of body</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:											
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<p>All after-market installed equipment such as utility body, crane, compressor and lighting shall utilize truck manufacturer installed programmable power modules and switches. Chassis shall be factory pre wired/equipped for all after-market up-fitter installed equipment. Provisions to include power sources, remote start/stop, idle control and auto neutral. All wiring shall be loomed, hidden and protected at chafing points. Scotch lock type connectors are not permitted.</p>	<table border="1"> <tr><td colspan="3"> </td></tr> </table>																		
<p><u>Master power switch</u></p> <p>To be provided utilizing a constant-hot factory installed aux switch in cab. Switch must disconnect all power to crane body when in "off" position.</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:											
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<p>White Speedliner 1000 (or equal) shall be applied to the front of the body. Must be identical match to body color. 5 year warranty.</p> <p>Black Speedliner shall be applied to the inside cargo area floor and walls.</p> <p>Black Speedliner shall be applied to the tops of the compartments and rubber crumbs added for traction.</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:																				
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<p>WARRANTY SPECIFICATION NO. 8</p> <p><u>BOSS BA435 Reciprocating Air Compressor:</u> The reciprocating air compressor unit shall be warranted for 2 years against defects in materials and workmanship for the piston compressor assembly and 12-months on the remaining components. This warranty does not cover damage caused by accident, misuse, or negligence. If the compressor unit is disassembled the warranty is void. All other parts including the compressor unit shaft seal are warranted for twelve months subject to the same conditions mentioned above</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:																				
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<p><u>Body / Crane:</u> A 36-month warranty on body, and crane to cover 3 years labor and workmanship, 3 years original and replacement parts, three years original crane structural parts, five years body rust-through coverage. Written warranty to be included with bid.</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:																				
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Variance:																												
<p><u>Paint / Bedliner:</u> 5-year paint and bed-liner coverage on structural components of body, doors, and panels to be free from defects such as corrosion, blisters, unreasonable color loss, or delamination determined to be the result of paint failure. Written warranty must be included with bid.</p> <p>All bodies will be inspected with a mil meter upon delivery. 75% of check points don't meet minimum thickness of 4 mil combined coverage thickness, they would be rejected.</p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:																				
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<p>OTHER ITEMS SPECIFICATION NO. 9</p> <p><u>3D CAD drawing of entire truck package and any specialized items noted on the bid will be required within 2 weeks after the receipt of award.</u></p>	<table border="1"> <tr> <td>Meet or Exceed</td> <td>Y</td> <td>N</td> </tr> <tr> <td colspan="3" style="text-align: center;">(Circle one)</td> </tr> <tr> <td colspan="3">Variance:</td> </tr> <tr><td colspan="3"> </td></tr> </table>	Meet or Exceed	Y	N	(Circle one)			Variance:																				
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<p>(3) Copies of a data sheet shall be provided that lists all pertinent information for chassis and all components included in truck package. Data to include all serial numbers including engine and transmission, paint codes, filter, belt and oil replacement part numbers, etc. A hard copy to be laminated and attached to interior of door on LV1 compartment. (1) Copy to be bound w/ manuals and (1) copy provided to fleet purchasing personnel.</p>	<p>Meet or Exceed <u> </u> Y <u> </u> N (Circle one)</p> <p>Variance: _____</p> <table border="1" data-bbox="1166 310 1511 514"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>						
<p>A weight slip must be provided from a registered scale agent upon delivery.</p>	<p>Meet or Exceed <u> </u> Y <u> </u> N (Circle one)</p> <p>Variance: _____</p> <table border="1" data-bbox="1166 667 1511 871"> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> <tr><td> </td></tr> </table>						
<p>Computer generated weight distribution is required 2 weeks after the receipt of award.</p>	<p>Meet or Exceed <u> </u> Y <u> </u> N (Circle one)</p> <p>Variance: _____</p> <table border="1" data-bbox="1166 1024 1511 1092"> <tr><td> </td></tr> <tr><td> </td></tr> </table>						
<p>One operator manual for all mounted equipment must be provided at time of delivery. Operator video must be provided if available.</p>	<p>Meet or Exceed <u> </u> Y <u> </u> N (Circle one)</p> <p>Variance: _____</p> <table border="1" data-bbox="1166 1245 1511 1272"> <tr><td> </td></tr> </table>						



Bid Amount: \$ _____

Cost of one (1) 2016 model year 1 ½-ton service truck with crane body package, F.O.B. Pocatello, Idaho, shall be \$ _____. Bid security in the amount of five percent (5%) of the total bid amount is to accompany the bid in one (1) of the following forms:

- A. Cash
- B. Cashier's check made payable to the City of Pocatello.
- C. Certified check made payable to the City of Pocatello.
- D. Bid bond executed by a qualified surety company, made payable to the City of Pocatello.

DELIVERY

The delivery date shall be within 90 calendar days of the bid award. Equipment not delivered by the delivery date will be charged a late penalty in the amount of five percent (5%) of the bid security for each week or portion of a week thereafter.

Delivery Commitment (90 days or less): Within _____ days of acceptance of this bid.

Idaho motor vehicle dealer's license number: _____.

Bidders state of domicile: _____.

FAILURE TO FURNISH INFORMATION SHALL RESULT IN REJECTION OF BID!

Bidder Information

Company Name: _____

Company Address: _____

Company Contact Person: _____

Telephone Number: _____

Email Address: _____

Authorized Signature of Bidder: _____

Date Signed: _____

AGENDA

ITEM

NO. 13

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Lease Agreement for Toshiba Copier (Finance)
DATE: January 13, 2016

I have reviewed the above-referenced Lease Agreement and it meets with my approval for Mayor's signature once so authorized by the Council. There is an appropriate non-appropriation clause. The monies for the copier and lease agreement have been previously budgeted.

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



1261 Wilson Ave. • Suite F • P.O. Box 2614 • Pocatello, Idaho 83206-2614 • Phone: 237-1577 • Fax: 237-8350

Standard Configuration

- ◆ Amazing 65/75ppm **Color**/B&W Output Speed
- ◆ Quick 6.5 sec/4.6 sec **Color**/B&W First-Copy-Out Speed
- ◆ Fast 77spm **Color**/B&W Scanning
- ◆ Scan to USB/Print from USB
- ◆ Extra Long 275,000 Copy Duty Cycle
- ◆ **320GB Self-Encrypting HDD for Secure Printing, 2GB RAM**
- ◆ 4x540 Sheet Paper Drawers
- ◆ Up To 140lb. Index Stock thru Cassettes, 110lb Cover thru Bypass
- ◆ Convenient 100-Sheet "Smart" Bypass Tray
- ◆ Banner Printing (up to 47" length)
- ◆ Large 10.4" **Color** Touch Screen Control Panel
- ◆ Reversing Automatic Document Feeder
- ◆ **Mobile Print & Scan**

TOSHIBA
e-STUDIO™6570c

- Unparalleled Real Life **Color**
- Lightning Fast
- Powerful Performance
- Easy-To-Use
- Unrivaled Value
- **TOSHIBA Reliability**



December 18, 2015

I am pleased to quote the following:

Model	Description	Retail	63-Month Lease Price
e-STUDIO6570c	TOSHIBA 75/65ppm B&W/Color MFP	\$36,403	\$306.76
	Price Includes Standard Configuration Above Plus: <ul style="list-style-type: none"> ➤ Multi-Position Stapling Finisher with Saddle-Stitch ➤ Hole Punch ➤ 2,000-Sheet LCF ➤ 20-Amp Digital Surge Protector ➤ Initial & Follow-up Training as Required 		(Your Current lease payment is \$323.06)

Maintenance Program

AIMS – All Inclusive Maintenance and Supplies – B&W @ \$0.008 & Color @ \$0.055

(Excludes paper)

****Current Maintenance: B&W \$0.0083 & Color @ \$0.0567****

Tim Bridges
Account Executive

TOSHIBA
Leading Innovation >>>

FMV LEASE AGREEMENT

TOSHIBA

FINANCIAL SERVICES

DEALER NAME: **IDAHO BUSINESS SYSTEMS, INC.**

DEALER CONTACT: **TIM BRIDGES**

STREET ADDRESS: **1261 WILSON AVE., SUITE F** CITY: **POCATELLO** STATE: **ID** ZIP CODE: **83201**

PHONE: (208) 237-1577 FAX: (208) 237-8350 WEBSITE: **WWW.IDAHOBUSINESSSYSTEMS.COM**

This document is written in "Plain English." The words Lessee, you, and your refer to the customer. The words Lessor, we, us, and our refer to Toshiba Financial Services. Every attempt has been made to eliminate confusing language to create a simple, easy-to-read document.

APPLICATION NUMBER
1113205

AGREEMENT NUMBER

CUSTOMER CONTACT INFORMATION

Legal Company Name: POCATELLO, CITY OF		Fed. Tax ID #: 826000244	
Contact Person: JOYCE STROSCHEIN	Bill-To Phone:	Bill-To Fax:	
Billing Address: P. O. BOX 4169	City: POCATELLO	State: ID	Zip: 83205-4169
Equipment Location (if different than above): 911 N. 7TH	City: POCATELLO	State: ID	Zip: 83201

DEALER INFORMATION

Dealer Contact Name: **TIM BRIDGES** Branch Location: **POCATELLO**

ITEM DESCRIPTION

MODEL NO.

SERIAL NO.

ITEM DESCRIPTION	MODEL NO.	SERIAL NO.
TOSHIBA DIGITAL COLOR MFP (w/ LCF, Hole Punch, SS Finisher, Surge)	E-STUDIO6570C	

See attached form (Schedule "A") for Additional Equipment

LEASE TERM & PAYMENT SCHEDULE

Number of Payments: **63** of \$ **\$306.76** (plus applicable taxes)

Security Deposit: \$ **0** Received

Documentation Fee: \$75.00 (included in First Invoice)

Lease payment period is monthly unless otherwise indicated. End-of-Lease Options: You will have the following options at the end of your original term, provided the Lease has not terminated early and no event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment at Fair Market Value
2. Renew the Lease
3. Return Equipment

THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT. THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED.

LESSOR ACCEPTANCE

Toshiba Financial Services Signature: **X** Title: Date:

CUSTOMER ACCEPTANCE

Name: Signature: **X**  Date:

PERSONAL GUARANTY

To induce us to enter into this Lease, the undersigned jointly and severally unconditionally guarantees to us the prompt payment when due of all lessee's obligations to us under the Lease. We will not be required to proceed against the lessee or the Equipment or enforce any other remedy before proceeding against the undersigned. The undersigned agrees to pay all reasonable attorney's fees and other expenses incurred by us by reason of default by lessee or the undersigned. The undersigned waives notice of acceptance hereof and of all other notices or demands of any kind to which the undersigned may be entitled. The undersigned consents to any extensions or modification granted to us and the release and/or compromise of any obligations of lessee or any other obligors and guarantors without in any way releasing the undersigned from his or her obligations hereunder. The obligations of the undersigned shall continue even if the lessee becomes insolvent or bankrupt or is discharged from bankruptcy, and the undersigned agrees not to seek to be repaid by lessee in the event the undersigned must pay us. This is a continuing Guaranty and shall not be discharged or affected by death of the undersigned, shall bind the heirs, administrators, representatives, successors and assigns of undersigned, and may be enforced by or for the benefit of any assignee or successor of us. The undersigned and we waive insofar as permitted by law any trial by jury for any action between the parties.

Print Name of 1st Guarantor: Signature: **X** Date:

Print Name of 2nd Guarantor: Signature: **X** Date:

ACCEPTANCE OF DELIVERY

You certify that all the Equipment listed above has been furnished and that delivery and installation have been fully completed and are satisfactory. Further, all conditions and terms of this Agreement have been reviewed and acknowledged. Upon your signing below, your promises here will be irrevocable and unconditional in all respects.

Name: Signature: **X** Title: Date:

NON-APPROPRIATION FORM

TOSHIBA

FINANCIAL SERVICES

DEALER NAME: **IDAHO BUSINESS SYSTEMS, INC.**

DEALER CONTACT: **TIM BRIDGES**

STREET ADDRESS: **1261 WILSON AVE.** CITY: **POCATELLO** STATE: **ID** ZIPCODE: **83201**

PHONE: **(208) 237-1577** FAX: **(208) 237-8350** WEBSITE: **WWW.IDAHOBUSINESSSYSTEMS.COM**

ADDENDUM TO Contact No. 1113205 between **Toshiba Financial Services**, Owner

And POCATELLO, CITY OF, Customer
(Full Legal Name of Customer)

Dated DEC. 18,2015

FOR MUNICIPALITIES ONLY

A. CUSTOMER COVENANTS: the Customer covenants and warrants that (1) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments scheduled to come due and to meet its other obligations under the Agreement and such funds have not been expended for other purposes; and (2) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal or competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or enjoin the delivery of the Agreement or the ability of the Customer to make its Base Payments (as set out above); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Agreement; or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; and

(3) That the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Agreement.

(4) Customer has not previously terminated a rental for non-appropriation, except as specifically described in a letter appended hereto.

B. SIGNATURES: Each signor (two if monthly payment exceeds \$1,200) warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) its governing body has taken the necessary steps; including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Agreement has been duly adopted and remains in full force and effect.

C. NON APPROPRIATION: In the event Customer is in default under the Agreement because:

1. Funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Agreement during said fiscal period;
2. Such non-appropriation did not result from any act or failure to act of customer;
3. Customer has exhausted all funds legally available for all payment due under the Agreement; and
4. There is no other legal procedure by which payment can be made to Owner.

Then, provided that (a) Customer has given Owner written notice of the occurrence of paragraph 1 above thirty (30) days prior to such occurrence; (b) Owner has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) the Customer does not directly or indirectly purchase, rent or in any way acquire any services or equipment supplied or provided for hereunder; upon receipt of the equipment delivered to a location designated by Owner, at Customer's expense, Owners remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the equipment as Owner in its sole discretion may desire, without any duty to account to Customer.

Approved and agreed to as an Addendum to and part of the Agreement, this _____ day of _____.

LESSOR ACCEPTANCE			
Toshiba Financial Services	Signature: X	Title:	Date:

CUSTOMER ACCEPTANCE			
Customer Name:	Signature: X	Title:	Date:
	Signature: X		



Please note that two authorized signatures are required.

