

CITY OF POCATELLO
CITY COUNCIL MEETING AGENDA

March 3, 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 Tony Seikel representing Portneuf Sangha.

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 minutes from the Study Session and Budget Restructuring meetings of February 11, 2016; and the Clarification and Regular Council meetings of February 18, 2016.

(b) PAYROLL AND MATERIAL CLAIMS: Council may wish to consider payroll and material claims for the month of February 2016.

(c) BOY SCOUT SERVICE PROJECT—EXCEPTION REQUEST: Council may wish to consider the request from Cameron Shepherd, Troop 312 Committee Chairman, to allow members of Boy Scout Troop 312 to camp overnight on the grounds outside Fort Hall Replica on March 25-26, 2016. The Scouts will conduct a service project to include construction of doors and windows for the cabin/shed located at the Replica. This will require an exception to City Ordinance 12.39.020: Restricted Hours in Parks. This is an annual event.

(d) RESOLUTION—NAME CHANGE TO ZOO IDAHO: Council may wish to adopt a resolution granting the Parks and Recreation Department and Zoo staff permission to change the name of the Pocatello Zoo to “Zoo Idaho,” as presented at the February 11, 2016 Study Session. If adopted, the “Zoo Idaho” name change will take effect during the Zoo’s opening day on April 1, 2016.

(e) AMENDED COUNCIL DECISION: On February 4, 2016, the Council approved the Vista Villages Subdivision Replat which consisted of four (4) residential lots on approximately 1.03 acres. However, after the Decision was adopted, City Staff received a request from the owner to replat only 2 of the approved 4 lots. Therefore, Council may wish to adopt an Amended Council Decision to grant Steve Ernst’s request for approval of the final plat for the Vista Villages Subdivision Replat, for the replat of Lot 1 Block 1 into two (2) residential lots to be zoned Residential Medium Density, Single Family with access from Vista Drive, subject to conditions.

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. PUBLIC HEARING—CONVEYANCE OF CITY PROPERTY TO LEWIS

This time has been set aside for the Council to receive comments regarding the City’s declared intention to convey parcels of property previously acquired for the South Valley Road Project to Barry W. Lewis. If approved, the City would convey 0.94 acres of

underutilized land to Mr. Lewis in exchange for the completion of the acquisition of 1.357 acres of land owned by Mr. Lewis and required for the South Valley Connector/Cheyenne overpass Project, the possession of said property was granted by Mr. Lewis to the City of Pocatello for said Project, together and including 0.136 acres of land determined to be an uneconomical remainder of said project.

Following the public hearing, Council may wish to direct the Legal Department to prepare the appropriate documents for the land conveyance if they choose to proceed.

(Pertinent information attached.)

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

7. PUBLIC HEARING—INTENT TO CONVEY CITY PROPERTY—HIGGINS

This time has been set aside for the Council to receive comments regarding the City's declared intention to convey parcels of property previously acquired for the South Valley Road Project to James and Jessica Higgins. If approved, the City would convey 0.27 acres of underutilized land to Mr. and Mrs. Higgins in exchange for an easement, rights of ownership of trees, continued watering of trees by Mr. and Mrs. Higgins, and completion of the acquisition of 0.004 acres of land owned by Mr. and Mrs. Higgins who granted possession of said property to the City of Pocatello for the South Valley Connector/Cheyenne Overpass Project.

Following the public hearing, Council may wish to direct the Legal Department to prepare the appropriate documents for the land conveyance if they choose to proceed.

(Pertinent information attached.)

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

8. FINAL PLAT—COUNTRYSIDE SUBDIVISION 7TH ADDITION

Kelly Marie Swisher and Ken Swisher (mailing address: 812 East Clark Street, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201), has submitted a final plat application. The property is located southwest of Mountain Shadow Drive on an extension of Foxmore Street and consists of 4.28 acres to be subdivided into seven residential lots. The subdivision is to be known as Countryside Subdivision 7th Addition.

The Planning and Zoning Commission, at their hearing on December 9, 2015 recommended approval of the preliminary plat.

(Pertinent information attached.)

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

9. APPEAL OF HISTORIC PRESERVATION COMMISSION'S DECISION—226 NORTH ARTHUR AVENUE

Stan Gates, represented by Stephanie Palagi of Old Town Pocatello (mailing address: PO Box 222, Pocatello ID 83204), is appealing a decision by the Historic Preservation Commission denying a certificate of appropriateness for a mural that has been painted on the north side of the old Fire Station No. One building located at 226 North Arthur Avenue.

(Pertinent information attached.)

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

10. ANNEXATION AGREEMENT—POCATELLO CREEK DEVELOPMENT COMPANY AND SATTERFIELD REALTY AND DEVELOPMENT, INC.

Council may wish to approve and authorize the Mayor to execute the Real Covenant and

Annexation Agreement between the City and Pocatello Creek Development Company, owner, and Satterfield Realty and Development, Inc., developer, which delineates the terms and conditions for the annexation of approximately 14.44 acres of land extending the City limits east on an extension of Lois Lane, east of Crestview Park 1st Addition.

The terms and conditions include, but are not limited to the following: 1) the Developer receiving a "wet water" credit for the number of residential lots in this subdivision pursuant to the Council's Decision dated February 5, 2015; and 2) the Developer will be required to pay the costs of water delivery infrastructure and waste water disposal infrastructure for this development and other normal costs associated with subdivision development. If the agreement is approved, an ordinance (No. 2964) has been prepared under Agenda Item No. 19 for Council's consideration to annex the land.

(Pertinent information attached.)

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

11. COLLECTIVE BARGAINING AGREEMENT—FIRE UNION LOCAL NO. 187

Council may wish to approve the adoption of the Fiscal Year 2015-2016 Collective Bargaining Agreement (CBA) for the Pocatello Firefighters Local No. 187 subject to Legal Department review. The CBA is the new contract following the completion of Fact Finding.

(Pertinent information attached.)

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

12. MEMORANDUM OF UNDERSTANDING FOR RSVP PROGRAM—LIBRARY

Council may wish to approve a Memorandum of Understanding (MOU) between the City 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.

(Pertinent information attached.)

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

13. GRANT APPLICATION—ZOO STRATEGIC MASTER PLAN

Council may wish to approve the submission of a grant application to Idaho Community Foundation in the amount of \$5,000.00, and if awarded, authorize the Mayor's signature, subject to Legal Department review, on documents related to the grant. The grant will be used to develop an updated strategic Master Plan for the Zoo. Matching funds in the amount of \$2,500.00 are available in the Zoo's Fiscal Year 2016 budget.

(Pertinent information attached.)

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

14. VIBRATORY SOIL COMPACTOR BID—WATER

Council may wish to accept the recommendation of staff to award the bid received for a vibratory soil compactor on February 16, 2016 to Western States Equipment, and if awarded, authorize the Mayor's signature on the lease agreement, subject to Legal Department review. Western States submitted the low responsive bid for the equipment with an annual payment of \$11,947.68 for a 5-year term. The lease offers an annual interest rate of 2.5% for a total 5-year cost to the City in the amount of \$59,738.40.

Funds for this equipment are available within the Water Department's Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM14.PDF](#)

15. MWI ANIMAL HEALTH APPLICATION/AGREEMENT—ANIMAL SERVICES

Council may wish to approve an application/agreement with MWI Animal Health allowing the City to purchase controlled substances for veterinary purposes at the Animal Shelter and if approved, authorize Richard Stewart, Animal Services Director, to the sign necessary documents, subject to Legal Department review. Although the Animal Shelter utilizes a number of veterinary clinics in the City for prescribed medications and animal care, buying controlled substances are less expensive when purchased directly from a distributor.

Funds are available in the Animal Services' Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM15.PDF](#)

16. AGREEMENT—HOME AGAIN MICROCHIP PROGRAM

Council may wish to approve a Home Again Shelter Agreement to provide animal microchips, and if approved, authorize the Mayor's signature, subject to Legal Department review. The agreement provides for a minimum purchase of 800 microchips per year at the cost of \$9.99 each. The Animal Shelter implanted more than 1,400 microchips in animals adopted or brought by their owners to the shelter in 2015.

Funds are available in the Animal Services' Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM16.PDF](#)

17. LICENSE AGREEMENT—SHELTER MANAGEMENT PTY LTD.

Council may wish to approve a License Agreement with Shelter Management Pty Ltd. for a software system which will replace the existing software at the Animal Shelter, and if approved, authorize the Mayor's signature, subject to Legal Department review.

“Shelterbuddy” software is provided free of charge when used in conjunction with the HOME AGAIN microchip program. The package includes basic software and department modules. Additional modules may be purchased if the necessity arises.

Funds to purchase additional modules (if necessary) are available in the Animal Services' Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM17.PDF](#)

18. VANGUARD CLEANING SYSTEMS CONTRACT—ROSS PARK AQUATIC COMPLEX

Council may wish to approve a cleaning contract with Vanguard Cleaning Systems in the amount of \$10,995.00 to clean the Ross Park Aquatic Complex (RPAC) for the 2016 Summer Season. This three-month fee covers both cleaning services and cleaning supplies. The Community Recreation Center will continue to provide all toiletries, liners and paper supplies.

Funds are available in the RPAC's Fiscal Year 2016 budget.

(Pertinent information attached.)

Documents: [AGENDA-ITEM18.PDF](#)

19. ORDINANCES

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read by title on two occasions and at length on the third occasion and placed on final passage for publication.

EXAMPLE MOTIONS:

FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read only by title on three separate occasions and placed on final passage and ordered for publication, and that only the ordinance summary sheet be submitted for publication."

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

Before the ordinance can be read under Option 1 or 2, the Council, by a vote of one-half plus one (4) of the full Council, must vote to direct how the ordinance is to be read.

An ordinance ready for reading.

19. An ordinance which annexes a parcel of land comprised of approximately 14.44 acres owned by Pocatello Creek Development, Inc., extending the City limits east on an extension of Lois Lane, east of Crestview Park 1st Addition. It will be zoned Residential-Low Density (RL) with a Comprehensive Plan designation of "Residential". (The ordinance has been prepared for reading under the rules of suspension.)

Documents: [AGENDA-ITEM19.PDF](#)

20. 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
CITY COUNCIL STUDY SESSION
FEBRUARY 11, 2016

AGENDA ITEM NO. 1: Mayor Brian Blad called the City Council Study Session to order
ROLL CALL at 9:00 a.m. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

AGENDA ITEM NO. 2: Dwayne Sudweeks, Chair Person, and David Allen, Airport
AIRPORT COMMISSION Manager and staff liaison representing the Airport Commission
UPDATE were present to discuss the Commission's goals and projects, as well as Council's policies and expectations.

Mr. Sudweeks explained the Commission has been busy the last few years trying to improve the airport and he reviewed the positive economic impact the airport has in the community. He gave an overview of airport property that is allowed to be developed and the companies that have been located there. He mentioned a third flight was added this year and encouraged travelers to continue to fill the flights that are available. The Commission feels the free parking and easy access is a benefit for individuals flying out of Pocatello. Mr. Sudweeks explained working with FAA regulations in efforts to develop airport land has been a challenge. A Summer Skyfest will be held in June of 2017 and the Commission anticipates 10,000 to 15,000 spectators for the event.

In response to questions from Council, Mr. Allen reviewed the criteria to rent a hangar at the airport. He explained the Commission researches rental rates from area airports to make sure they are charging a rate consistent with other areas.

AGENDA ITEM NO. 3: Barbara Stone, Chair Person, and Richard Stewart, Animal
ANIMAL SHELTER Shelter Manager and staff liaison, representing the Animal
ADVISORY BOARD Shelter Advisory Board were present to discuss the Board's goals
UPDATE and projects, as well as Council's policies and expectations.

Ms. Stone reviewed the grand opening of the new shelter and addition of a new dog park in 2015. She mentioned Mr. Stewart has several ideas to move the shelter forward and the Board is supportive of his ideas.

Mr. Stewart gave an overview of goals the Board has for 2016. The goals are: 1) expand the shelter with community engagement and working with volunteers. The new shelter is inviting for the potential adoption of animals so the Board would like to expand partnerships with rescue groups; 2) ASPCA grant (Keeping families together); 3) Kuranda Bed Campaign (getting a bed for every dog in the shelter); 4) Public Safety First (being proactive not reactive); 5) Foster Program (community engagement); 6) New Shelter Management Software (will be cost efficient); 7) Street Team (volunteers that are Animal Services Ambassadors); 8) Education Center; and 9) emphasize Safe Haven Brand to erase the "Dog Catcher" stigma.

Council thanked the Board for their efforts and was supportive of the ideas/concepts brought forth by the Board.

AGENDA ITEM NO. 4: John Banks, Parks and Recreation Director, and Peter Pruet, Zoo
ZOO PROJECTS Superintendent; and Jennifer Erchul, Zoological Society
UPDATE President, updated the Council on Pocatello Zoo projects. Staff also asked for guidance from Council for the following projects:

a) Changing the name of the Pocatello Zoo to Zoo Idaho; b) Community Free Day at the Zoo on June 11, 2016; and c) Council's direction regarding the Zoo Entrance building design efforts.

Mr. Pruett shared his goal to help the zoo become an accredited and world class facility. He explained this is why the name change concept is being introduced. Mr. Pruett feels the proposed name change to Zoo Idaho will assist people living outside of our area and the state to identify exhibits at the Zoo.

It was noted that, preserving intermountain west wildlife is a conservation effort. If Zoo Idaho comes up on a google search, it benefits our community and educates individuals about our Zoo.

ZOO NAME CHANGE PROPOSAL-Pocatello Zoo is one of a handful of indigenous zoos, specializing in strictly native Idaho species. The present name, Pocatello Zoo, reflects the strong support found throughout the community. However, staff feels that a re-branding effort and name change to "Zoo Idaho" would: a) better describe the Zoo in regards to native animal species; b) make a bold commentary on being Idaho's Zoo; c) be easily memorized, repeatable and identifiable; d) create a renewed excitement for and interest in the Zoo within, as well as outside of the community; and e) connect directly and seamlessly with the Zoo's mission statement of 'Preserving Intermountain West wildlife and habitat through conservation and education.'

Mr. Pruett added that the name change also drastically increases the Zoo's marketing opportunities and bring increased/new attention beyond southeast Idaho to the Pocatello community. Zoo Idaho is simple, yet strong statement for the Zoo, which carries with a potential for wide ranging interest and recognition.

The Pocatello Zoo is poised for strategic and rapid growth and improvement over the next several years, which is expected to generate vast amounts of renewed excitement and community support. A fresh re-branding effort and name change to Zoo Idaho is a statement of confidence, as well as a recognition of support and pride in both the Pocatello community, and our beautiful state of Idaho.

Mr. Banks would like to hear feedback from Council regarding the proposed name change. He feels the name would be very recognizable with the other improvements being made at the Zoo.

A majority of Council expressed their support of the proposed name change. A final decision will be voted upon at a later date.

Further discussion regarding rebranding efforts and having staff work with professionals that can help develop the design followed. It was noted there has already been a tremendous reception from individuals in the commercial design field regarding the rebranding concept.

Mr. Pruett reviewed the proposal for a Community Free Day at the Zoo. He feels it is a fantastic way to say thank you to the community. Mr. Pruett shared his experience from past zoos where the Free Day event was used. He explained fund raising efforts to make repairs at the Zoo can be increased with these events. Mr. Pruett reviewed sponsorship opportunities and feels there may be a lot of companies that will take advantage of sponsoring a day at the Zoo.

COMMUNITY FREE DAY PROPOSAL-Staff is recommending a community free day at the Zoo on June 11, 2016. A City sponsored free day acknowledges the City's sincere appreciation for the community's support of the Zoo, recognizes how important the community is for the Zoo's success

in the future, and is an excellent way for the City and Zoo to say "Thank You" to the community for their support.

In conjunction with the free day, the Zoo would be conducting its first annual Outdoor Adventure Day. The event will celebrate outdoor activities throughout Idaho, inform the community on outdoor activities, present information on how to be active environmental stewards and inspire people to care for and preserve our habitat for all to enjoy.

Zoo staff would use the free day for fundraising and revenue generating purposes as well by setting up multiple member tables and donation opportunities for the Capital Zoo Entrance Project. The Zoo is also in the process of designing new development and marketing strategies, including opportunities for local/regional entities to sponsor a Zoo Day of their own. Businesses and corporations and individuals will be able to purchase half-price or free zoo days for set prices.

A majority of Council expressed their support of the proposed name change. A final decision will be voted upon at a later date.

In response to questions from Council, Ms. Erchul explained the Zoological Society is a fundraising arm for the Zoo. Their organization is willing to help with projects, develop ideas and provide volunteers that will assist with Zoo events.

Mr. Pruett thanked City staff for their help with the new Zoo entrance project. He gave a brief overview of the site work staff has completed to date.

ZOO ENTRANCE DESIGN-Mr. Pruett gave a brief history of the Zoo entrance project. He noted at the August 13, 2015 Study Session, Council granted staff permission to continue with and complete implementation of the designed site work, which includes the ADA pathways and native landscapes essential for the remainder of the project. Cost estimates for all site work/grading/utilities, etc. is \$267,581.00 which includes everything except a new admissions/gift shop/concession/restrooms building.

Mr. Pruett explained he has been exploring options for a re-designed Zoo Entrance building plan that will meet the Zoo's needs both now and in the future, as well as be significantly more cost feasible. Initial inquiries with custom built and aesthetically superior pre-fabricated building manufacturers indicated that a significant cost savings could be realized by using a pre-fab building. A preliminary plan provided by Romtec Pre-Engineered Buildings indicated a cost of approximately \$250,000.00 including building, delivery, architect/engineering plan fees and installation.

It was mentioned that staff is incorporating the red brick restrooms located near the Zoo into the project. This is a workable and cost effective solution to meet the need for public restrooms. The restroom area will be regulated through a gate system for access when the Zoo is open and/or closed.

Further exploration has yielded another potential building design option that staff is excited to present to Council for consideration, a log cabin style building designed to seamlessly blend with and take advantage of the existing native landscape and topography, and capitalize on the inherent natural beauty of the Zoo site. A preliminary plan provided by Lodge Log and Timber Products indicates a log building cost of approximately \$84,000.00. This cost does not include delivery, architect/engineering plan fees or installation. Conservatively, staff estimates that the total cost of the Lodge Log and Timber Building would be approximately \$200,000.00. The original design cost

estimates for the Zoo Entrance building ranged from \$637,200.00 to \$763,500.00. Staff is seeking Council input and direction regarding Zoo Entrance building design efforts. The log cabin has a secondary loft that can be used for education purposes.

In response to questions from Council, Mr. Pruett explained entrance construction costs are below the initial estimate. Refurbishing the older red brick building and utilizing the existing bathrooms resulted in a great cost savings.

Mr. Banks explained when staff reevaluated the feasibility of the project, Council gave the “go ahead” to research the manufacturing building concept. He noted that staff is very excited about the Log cabin concept and the potential revenue of utilizing the cabin for other events. Staff feels it will work very well for the Zoo’s needs.

In response to questions from Council, Mr. Banks clarified the log cabin option will be around \$200,000.00 for the structure. There may be ongoing costs to keep the exterior logs in good condition. Staff has already verified the structure meets ADA guidelines.

Mr. Banks explained staff did not want go too far down the path to pursue the log cabin structure idea until it was known if Council was supportive of the concept.

A majority of Council expressed their support of the log cabin concept. However funding of the structure is still an issue. A final decision will be voted upon at a later date.

AGENDA ITEM NO. 5: Joyce Stroschein, Chief Financial Officer/Treasurer; Ashley
EMPLOYEE Linton, Accountant; Kim Smith, Human Resource Director;
COMPENSATION and Andrea Fogleman and Bonnie Frasure, BDPA, Inc.,
STUDY UPDATE Compensation Consultants; were present to give an update on
Employee Compensation Study and costs to implement the
results of the study.

Ms. Stroschein gave an overview of the Compensation Pay Plan costs for implementation in Fiscal Year 2017. She explained each employee has been labeled “A” through “D” based on hire/promotion date to determine their percent of market pay for this implementation. These labels are better described as the following: “A” hired or promoted in Fiscal Year 2015 – percentage of Market is at least 86%; “B” hired or promoted in Fiscal Year 2013 or Fiscal Year 2014 – percentage of Market is at least 88%; “C” hired or promoted in Fiscal Year 2011 or Fiscal Year 2012 – percentage of Market is at least 91%; and “D” hired or promoted in Fiscal 2010 or earlier – percentage of Market is at least 96%.

The financial impact on the General and other tax funds was reviewed. General funds impact would be \$512,199.00 and Other Tax funds would be \$91,626.00. Financial impact of funds funded by both tax and fees is \$36,466.00; Transit Fund – Urban \$9,880; Fee supported funds equals \$181,245.00. Total impact on funds would be \$831,416.00.

In response to questions from Council, Ms. Smith explained Police Department personnel costs may need to be calculated differently. She added that Union negotiations must still take place to know the actual compensation amounts. The projected costs are based upon the assumption that all employees will be on the plan.

In response to questions from Council, Ms. Stroschein explained longevity pay is included in the proposed compensation amount and is figured into the percentages outlined in Labels A through D.

Other tax funds and those funded by both tax and fees were reviewed. It was noted that that grants fund 50% of the costs for the Transit Urban fund.

It was clarified that by rolling longevity into the base wage, the wage is increased. However, the annual increase for being employed by the City another year will not increase.

Ms. Fogelman explained the performance pay concept. She noted if an employee is a good performer their wage will increase more quickly as compared to a 5-year waiting period of employment to receive longevity pay.

General discussion regarding costs to implement the plan and new concept to determine wages continued. Concerns were shared regarding how to determine low, medium and high performers.

Ms. Fogelman outlined the proposed compensation concept. She explained longevity pay will be eliminated, but wages are open to performance increases.

In response to questions from Council, Ms. Frasure anticipates most of the City's employees will be within market. The "super stars" may have a noticeably higher wage (at least 15%). She reviewed other entities that use performance based compensation methods and the expectations of employees in the program.

It was clarified that the amounts being discussed are just to bring employees to their percent of market based upon their hire/promotion date. Council will need to decide if they wish to adopt the proposed Compensation Payment plan.

AGENDA ITEM NO. 6: Joyce Stroschein, Chief Financial Officer/Treasurer; and Ashley Linton, Accountant; were present to introduce an Enhanced Budget Strategy Proposal for Council to use as a guideline for determining the Fiscal Year 2017 Budget.

Ms. Stroschein reviewed the Vision Statement for the Finance Department as well as their Goal and Objective. Vision Statement-The City's Budget process is a decision making tool to effectively use our limited resources to provide the needed and desired services to our citizens; and The City's approach to budgeting is to clearly develop a concise process to clearly relate financial resources to the services to be provided in the coming fiscal year. Goal and Objective – 1) To develop a budget process which allows the governing body to determine the services to be provided with the available resources; and 2) The start of the process will develop a budget with acceptable funding and increase services as additional revenues become apparent.

-Enhanced Budget Development Strategy

Ms. Stroschein reviewed the current budget approach/guidelines. She feels the current process makes it difficult when resources are not available to match the requested needs and/or wants. Ms. Stroschein reviewed the proposed new process. It will include the following steps: 1) review revenue for Council direction; 2) Department budget guidance; 3) Enterprise funds budget guidance; 4) Salary projections; 5) compensation (new pay plan or existing plan); 6) Health Care Benefits; 7)

Department Budget Development; 8) Department presentations; 9) Revenue Analysis (compare to initial revenue build for excess revenues); and 10) Tax solution (application of additional revenues on additional department needs).

Ms. Stroschein clarified the list of departments for the Council's tax solution worksheet will include service impacts as a result of the projected revenues for the initial budget. Other services and additional needs will NOT be included in the initial budget. These adjustments can be added to the budget as part of the process. She noted that property tax revenue has a major impact to the budget and is usually difficult to calculate until actual figures are known. However, other budget revenues have shown to be easier to predict.

-Budget Guidance for Fiscal Year 2017 Budget Development

RESERVE POLICY – Proposal City shall strive to maintain the reserve balance for all tax supported funds equal to 3 months' of expenditures of the ensuing fiscal year. Enterprise Funds will build reserves according to the rate study plan. The capital project funds, debt service funds, and grant funds are not required to maintain reserves. The Capital Acquisition, Building Renovation, Fire Apparatus, and Street Capital Funds will build reserves for future needs. The Worker's Compensation Fund will build a reserve level of \$1,500,000.00 for possible claims.

UNION NEGOTIATION POLICY-City will delay until the next fiscal year implementation of negotiated Union terms if negotiations have concluded after the completion of the budget process. Once the budget is published for the public hearing, the budget cannot be increased as a result of Union negotiations.

Ms. Stroschein stated when union negotiations are concluded after the budget is published, there is great difficulty in modifying the City's budget. She explained the budget cannot increase once it is published. If an increase in wages/benefits is negotiated, the monies must be taken from current resources.

A list of "One Time" monies used for Fiscal Year 2016 budget was reviewed. It was noted that \$1,017,283.00 was used from the General Fund and \$474,603.00 was used from other tax funds as "one time" revenue to help balance the Fiscal Year 2016 Budget.

PROPERTY TAX HISTORY-Ms. Stroschein gave a brief history of tax levy rates from 2006 to 2016. She reviewed the years the City received Payment in Lieu of Taxes (PILOT) transfers and the impact on the tax levy when the PILOT was no longer received. She noted the increase in property tax levied from 2012 to 2016 equals \$3,616,672.00. This amount is almost equivalent to the PILOT transfer of \$3,842,503.00 which indicates that the City did not increase services during that period, but was compensating for the loss of the PILOT revenue.

PROPERTY TAX DISTRIBUTION-Ms. Stroschein reviewed property tax dollars by rank and distribution in the general fund. It was noted the 3% Property Tax increase available for Fiscal Year 2017 is \$807,026.00 and the Foregone tax amount available for Fiscal Year 2017 is \$1,460,725.00.

Council discussion regarding fund distribution and availability of taxes for use in multiple funding groups continued. It was clarified the foregone amount that is available is limited and cannot be applied to the general fund as it is currently allocated due to general fund levy limitations set by the State of Idaho.

Due to the general fund levy limitation, Ms. Stroschein suggested the following: a) move Zoo Division to Recreation Fund; b) add Legal Division and Mayor/Council Division into Administrative Support Calculation (move Magistrate Court Revenue into Police Division revenue); c) Add administrative items from Non-Departmental Division into Administrative Support Calculation; d) Move Electric Franchise Fee Revenue back to General Fund; and e) Levy direct for risk management insurance for the general fund.

TAX FUNDS INITIAL BUDGET DEVELOPMENT GUIDANCE-Ms. Stroschein reviewed the following items she is seeking Council guidance: 1) General fund Levy limitation solutions; 2) Policy Decisions; 3) property tax amount to be levied (planned reduction, 3% increase and foregone); 4) Property tax distribution; 5) Department request for additional personnel; 6) Employee compensation direction (Plan to follow/implementation); and 7) Health Benefits (provider for Fiscal Year 2017). The dates the guidance needs to be received was distributed to Council.

ENTERPRISE FUNDS INITIAL BUDGET DEVELOPMENT GUIDANCE-Ms. Stroschein reviewed the following items she is seeking Council guidance: 1) Budget development guidance (build according to rate study plan); 2) Department requests for personnel (must be included as part of the rate study plan); 3) Pay Plan (decision will mirror tax fund budget development guidance) and 4) Health Benefits (decision will mirror tax fund budget development guidance).

SALARY PROJECTION DEVELOPMENT-Ms. Stroschein reviewed a) requests for new personnel by Tax funds and Enterprise funds; and b) adopted pay plan (current pay grade step/longevity or Market approach).

HEALTH BENEFITS-Ms. Stroschein stated she needs direction of who will be the City's health care benefit provider(s) in order to determine the Fiscal Year 2017 budget. It was noted that rate information will be available in March 2016. Current distribution is: Single 6%, Two Party 8% and Family 10%.

Ms. Stroschein provided a proposed Budget Strategy Checklist for Council's review. She will need direction from Council by the dates specified on the check list in order to move forward with the budget process.

Mayor Blad announced the Council Working Lunch will take place in the Paradise Conference room and will be immediately followed by a Budget Restructuring meeting.

AGENDA ITEM NO. 7: At 11:47 a.m. Mayor Blad and Council members Bray, Brown, WORKING LUNCH Cooper, Johnston, Moore, and Orr left the Council Chambers and participated in a working lunch in the Paradise Conference Room. Discussion centered on budget limits for various City funds and general City topics. No formal action was taken.

Mayor Blad adjourned the meeting at 12:55 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

CITY COUNCIL STUDY SESSION
FEBRUARY 11, 2016

8

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

3(a)

CITY OF POCA TELLO, IDAHO
SPECIAL CITY COUNCIL MEETING
BUDGET RESTRUCTURING
FEBRUARY 11, 2016

AGENDA ITEM NO. 1: The City Council Budget Restructuring meeting was called to
ROLL CALL order at 12:55 p.m. by Mayor Brian Blad. Council members
present were Roger Bray, Steve Brown, Craig Cooper, Jim
Johnston, Gary Moore and Michael L. Orr.

Mayor Blad announced that Council will review the Department presentations dated September 3, 2015 thru January 21, 2016. The presentations included the following information: 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. The presentations were discussed. No vote or formal action was taken.

General Discussion followed regarding the following topics:

LIBRARY - The Library is essential, but perhaps the hours of operation could be cut back. Creation of a library district could be an option. It was mentioned creation of a library district would have to come before the community as a vote. Although tax payers are still paying the expense, the City would no longer oversee the costs.

CITY SERVICES - Are there some things the City needs to get out of the business of providing? This choice is difficult to determine. Council was reminded that the Zoo was once on the table to determine if it should be closed. Now major improvements are being done at the Zoo.

Require individuals to pay for City services they receive. Staff will need to evaluate what is being charged for services in other cities to remain competitive. Department presentations have shown that staff is tracking the actual costs of service. Some citizens may feel their property taxes should cover the costs and not be charged additional fees.

CITY PARKS – How many parks does the City have in the Park System? What are the benefits and costs for having parks?

BUDGET DEVELOPMENT - To begin the Fiscal Year 2017 budget, Council will need to determine what anticipated revenues will be and set the budget accordingly. It was suggested that departments develop a “flat” budget while waiting for the final revenue figures. Any payroll increase and/or health benefit increase will be adjusted for each department during Council’s meetings to establish the budget.

It was mentioned that in order to keep City services where they currently are, Council may need to increase property tax. As outlined in the February 11, 2016 Study Session, Finance staff is unable to make further adjustments because the City is at the maximum allowed for levying property tax as set by the State of Idaho. Options to move funds to other categories in order use a different taxing authority were shared. The special budgeting needs for Fiscal Year 2016 were reviewed. As a result of these special budgeting measures the issues with Fiscal Year 2017 exist.

CITY COUNCIL
SPECIAL MEETING-
BUDGET RESTRUCTURING
FEBRUARY 11, 2016

Joyce Stroschein, Chief Financial Officer/Treasurer explained there is not enough of a balance in property taxes to levy or in the foregone balance to equal the City's need for Fiscal Year 2017. She noted that the exemption for home owners may increase and this will cause an additional decrease in available taxes.

General discussion continued regarding the general fund and property tax increases taken over the period of 2006 to 2011.

SUGGESTED COST SAVINGS IDEAS – a) Have one vendor for each of the following expenses: cell phone coverage, cleaning services, motor pool with a central supply that will provide tires and other materials, and a clothing contract. Departments were encouraged to consider researching these types of cost saving measures; b) School Resource Officer wages being paid by School District No. 25; c) Look at reduction of work force in a measured and very intentionally oriented way; and d) be aware of what funds a department utilizes to make sure it decreases the expense where needed.

Mayor Blad and Ms. Stroschein will follow-up on the discussion ideas and report back to the Council.

There being no further business, Mayor Blad adjourned the meeting at 1:49 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
FEBRUARY 18, 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 Roger Bray, Steve Brown, Craig Cooper, Gary Moore and Michael

L. Orr. Council member Jim Johnston was excused. 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 6:04 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Gary Moore and Michael L. Orr. Council member Jim Johnston was excused.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: The invocation was given by Merriann Forrest, H.S. Jeshua INVOCATION Ministries.

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 the Clarification meeting and Regular Council meeting of February 4, 2016.

-TREASURER'S REPORT (b) Treasurer's Report for January, showing cash and investments as of January 31, 2016 in the amount of \$52,873,646.53.

-AIRPORT COMMISSION APPOINTMENT (c) Confirm the Mayor's appointment of Dr. Dan DesFosses to serve as a member of the Airport Commission replacing Tim Magagna whose term expired. Dr. DesFosses' term will begin February 23, 2016 and will expire February 23, 2018.

-HUMAN RELATIONS ADVISORY COMMITTEE APPOINTMENT (d) Confirm the Mayor's appointment of Nancy Goodman to serve as a member of the Human Relations Advisory Committee, replacing Eric Shaver who resigned. Ms. Goodman's term will begin February 19, 2016 and will expire December 19, 2016.

-POCA TELLO ARTS COUNCIL APPOINTMENTS (e) Confirm the Mayor's appointments of Kathy Brower and Winona Heyer-Soma to serve as members of the Pocatello Arts Council. Ms. Brower's term will begin February 19, 2016 and will expire September 8, 2018. Ms. Heyer-Soma's term will begin February 19, 2016 and will expire February 19, 2019.

- NCOA ANIMAL LICENSING CAMPAIGN (f) Authorize the Non Commissioned Officers Association (NCOA) of the United States of America to conduct the May 2016 half-price pet licensing campaign by selling license tags in supermarkets and other venues as they have done since 1977.
- NATIONAL MUSEUM OF THE AIR FORCE DISPLAY-AIRPORT (g) Approve and authorize the Mayor to sign a renewal loan agreement between the City and the National Museum of the Air Force for an F-101 jet currently on display at the Pocatello Regional Airport. The agreement is for a one-year term and there is no rental fee.
- 2016 PORTNEUF VALLEY ENVIRONMENTAL FAIR REQUESTS (h) Portneuf Valley Environmental Fair Committee has requested Council approval of the following temporary street closures: 7th Avenue from Center Street to Lewis Street and Lewis Street from 7th Avenue to 8th Avenue for the 2016 Portneuf Valley Environmental Fair from 5:00 p.m. on April 15, 2016 to 5:00 p.m. on April 16, 2016. Additionally, they have sought permission to allow Committee members to stay at Caldwell Park overnight on April 15, 2016 to prevent any possible vandalism. This is an annual event.
- CAREER DEVELOPMENT PROGRAM AGREEMENTS SCHOOL DISTRICT NO. 25 (i) Approve agreements between School District No. 25 and the City of Pocatello to allow students to work in Animal Services and Pocatello Zoo departments during the 2016 Spring school semester. This annual contract allows current year students to participate in the program.

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

- AGENDA ITEM NO. 4: Mayor Blad announced there were no communications AND PROCLAMATIONS or proclamations.
- AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the March 3rd Regular City CALENDAR REVIEW Council meeting at 6:00 p.m.; and the March 10th Study session at 9:00 a.m. immediately followed by a Council working lunch.

Mayor Blad announced the Simplot Games would be held at Holt Arena February 18th through the 20th.

- AGENDA ITEM NO. 6: This time was set aside for the Council to receive comments from PUBLIC HEARING the public regarding proposed changes to the Pocatello Regional -PROPOSED FIXED ROUTE CHANGES Transit Fixed Route. Transit staff recommended changes in fixed -TRANSIT route bus services to direct limited resources to areas of demonstrated demand, and to meet budget requirements. The recommendations follow two public open houses and five months of comment opportunity. The comment period continued through the public hearing on February 18, 2106.

Council was asked to approve staff recommendations to revise fixed route bus services by Pocatello Regional Transit, to be effective March 21, 2016, subject to Legal Department Review.

Mayor Blad opened the public hearing.

Dave Hunt, Public Transit Director, gave an overview of the proposed changes in fixed route bus services. He stated that the purpose of the reduction in routes is to reduce spending from the City's general fund. Mr. Hunt stated that many comments have been received from the public through outreach programs, open houses and social media.

In response to questions from Council, Mr. Hunt stated that operating expenses are funded 50% through federal funding and 50% through local funding, which come from a variety of sources. He added that the operational cost per route being removed is approximately \$120,000, depending on the size of the route. Mr. Hunt stated that raising revenues and ridership is always a priority. He stated smartphone technology, a website, bus wraps and advertising are instrumental in marketing to those who need transportation.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, spoke in opposition to the proposal. She stated she feels local transportation should be provided only by private industry. Ms. Taysom feels the Transit Department should be dismantled and all buses be sold and turned over to private businesses.

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

A motion was made by Mr. Moore, seconded by Mr. Cooper, to approve staff recommendations to revise fixed route bus services by Pocatello Regional Transit, to be effective March 21, 2016, subject to Legal Department Review.

Mr. Bray stated that the Transit Department is important to the City in order to provide required air quality assurance certifications as required by the Department of Environmental Quality.

Mr. Moore's motion was voted upon at this time. Upon roll call, those voting in favor were Moore, Cooper, Bray, Brown and Orr.

AGENDA ITEM NO. 7 GRANT APPLICATION -POCATELLO ARTS COUNCIL ARTWORK ALONG PORTNEUF RIVER	Council was asked to authorize the Pocatello Arts Council to apply for an Idaho Department of Commerce grant in an amount up to \$100,000.00 to place various works of art adjacent to the Portneuf River to complement the proposed renewal of that area and if awarded, authorize the Mayor's signature, subject to Legal Department review, on documents related to the grant. No matching funds are required.
---	---

Frank Hartleib, 939 Jones Drive, serves as the Chair for the Pocatello Arts Council, and clarified that the grant is being offered by Art Place America, a national organization for the arts. Mr. Hartleib stated that the Pocatello Arts Council is seeking permission to submit an application for a grant to provide various works of art and artwork opportunities in the community.

A motion was made by Mr. Bray, seconded by Mr. Orr, to authorize the Pocatello Arts Council to apply for a grant from Art Place America, in an amount up to \$100,000.00 to place various works of art adjacent to the Portneuf River to complement the proposed renewal of that area and if awarded, authorize the Mayor's signature, subject to Legal Department review, on documents related to the grant. Upon roll call, those voting in favor were Bray, Orr, Brown, Cooper and Moore.

AGENDA ITEM NO. 8: Council was asked to ratify a grant application to the Basic American, Inc. Giving Program in the amount of \$13,196.28. The funds will be used to purchase replacement flooring for the Community Recreation Center Multi-Purpose Room.

GRANT
RATIFICATION
-COMMUNITY
RECREATION CENTER
MULTI-PURPOSE ROOM

A motion was made by Mr. Moore, seconded by Mr. Cooper, to ratify a grant application to the Basic American, Inc. Giving Program in the amount of \$13,196.28 to be used to purchase replacement flooring for the Community Recreation Center Multi-Purpose Room and authorize the Mayor to sign all necessary documents related to the grant, subject to Legal Department review. Upon roll call, those voting in favor were Moore, Cooper, Bray, Brown and Orr.

AGENDA ITEM NO. 9: Council was asked to consider bids received on January 26, 2016 for materials used by the Water Department for capital improvement projects and replenishing inventory. Staff requested that Council award each lot to the lowest responsive bidder as follows:

2016 WATER
DEPARTMENT
MATERIALS BID

FERGUSON a) Lot One (\$60,261.00), Lot Two (\$24,100.64), Lot Seven (\$8,158.00),
WATERWORKS Lot Eight (\$4,227.00) and Lot Ten (\$59,893.25);

SILVER CREEK b) Lot Three (\$60,452.00);
SUPPLY

HD SUPPLY c) Lot Four (\$54,174.41), Lot Five (\$2,513.95), Lot Six (\$4,257.69), Lot
WATERWORKS Nine (\$8,275.27) and Lot Twelve (\$284,737.35); and

CONSOLIDATED d) Lot Eleven (\$12,722.30).
SUPPLY CO.

Funds are available in the Water Department Fiscal Year 2016 budget to cover the expense.

A motion was made by Mr. Bray, seconded by Mr. Brown, to accept bids received on January 26, 2016 for materials used by the Water Department for capital improvement projects and replenishing inventory and award each lot to the lowest responsive bidder as listed in Agenda Item 9(a) through 9(d). Upon roll call, those voting in favor were Bray, Brown, Cooper Moore and Orr.

AGENDA ITEM NO. 10: Council was asked to accept the recommendations of Water Department staff and approve the purchase of a 2016 Chevrolet Silverado 3500HD 4WD Crew Cab/Chassis on a State of Idaho piggy-back bid from Edmark in the amount of \$29,678.14.

PIGGY BACK BID
-WATER
DEPARTMENT VEHICLE

Funds are available in the Water Department's Fiscal Year 2016 budget.

A motion was made by Mr. Orr, seconded by Mr. Cooper, to accept the recommendations of Water Department staff and approve the purchase of a 2016 Chevrolet Silverado 3500HD 4WD Crew Cab/Chassis on a State of Idaho piggy-back bid from Edmark in the amount of \$29,678.14. Upon roll call, those voting in favor were Orr, Cooper, Bray, Brown and Moore.

AGENDA ITEM NO. 11: Idaho Lorax, Pocatello resident, shared his concerns regarding air
DISCUSSION ITEMS quality during Fire Department trainings. He expressed his support
for upcoming Earth Day cleanup and education events.

Kelly Benningfield, 624 West Cedar, shared his concerns regarding land purchases made by the Pocatello Development Authority and City budget items.

Doug Coffin, Pocatello resident, shared his support for naming the bridge on South Valley Road. He encouraged the Council to involve members of the community and move forward with naming the bridge.

Niki Taysom, 4963 Yellowstone Avenue, Chubbuck, shared her concerns regarding alcohol, tobacco and various environmental concerns.

Morgan Pitcock, representative of the Idaho State University (ISU) International Affairs Council, announced the upcoming 45th Annual Frank Church Symposium on March 3rd and 4th at ISU. He invited the Council and community members to attend and distributed informational flyers to the Council.

There being no further business, Mayor Blad adjourned the meeting at 6:59 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

3(c)

Troop 312 of the Boy Scouts of America in Pocatello has been granted permission by the Fort Hall Replica Commission to perform an Eagle Scout service project on the grounds of the Fort Hall Replica Museum on March 25-26, 2016. We have been instructed that the Eagle service project will include the construction of doors and windows for the cabin/shed sitting at the base of the flowing river on the For Hall Replica grounds. This service project will fulfill the requirement for an Eagle Scout service project as well as provide other scouts the opportunity to fulfill their needed service hours for rank advancement. Last year our Troop was provided the opportunity to clean up the debris from the flowing river as a service to this community. We were also granted a variance to allow our troop to spend the night on the Fort Hall Replica grounds as part of that service project.

This year we would like to ask the Council again for their approval to receive a variance to allow Troop 312 to spend the night on the Fort Hall Replica grounds on March 25-26, 2016. You can rest assured that our troop will behave responsibly and will show the utmost respect to all structures on the premises.

We thank you for giving consideration of this variance as well as for the opportunity given to our troop to serve this great community.

Sincerely,

Cameron Shepherd
Scout Committee Chairman

Troop 312
208.389.8166

Paul Nestler
Scoutmaster

Troop 312

[Redacted signature]

Cameron Shepherd
[Redacted signature]

3(d)

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members
FROM: John Banks, Parks & Recreation Director
Peter Pruett, Zoo Superintendent
RE: **“Zoo Idaho” Name Change Request**
DATE: March 3, 2016

Council may wish to consider granting the Parks & Recreation Department and Zoo Staff permission to change the name of the Pocatello Zoo to “Zoo Idaho”.

The Pocatello Zoo is one of a handful of indigenous zoos, specializing in strictly native Idaho species. The present name, Pocatello Zoo, reflects the strong support found throughout the community. However, the Zoo and Parks & Recreation Dept. feel that a re-branding effort and name change to “Zoo Idaho” would:

- Better describe the zoo in regards to native animal species.
- Make a bold commentary on being Idaho’s Zoo.
- Be easily memorized, repeatable & identifiable.
- Create a renewed excitement for and interest in the Zoo within, as well as outside of the community.
- Connect directly and seamlessly with the Zoo’s mission statement of ‘Preserving Intermountain West wildlife and habitat through conservation and education.’

The name change also drastically increases the zoo’s marketing opportunities, and brings increased/new attention beyond southeast Idaho to the Pocatello Community. Zoo Idaho is simple, yet strong statement for the Zoo, which carries with it a potential for wide ranging interest and recognition.

The Pocatello Zoo is poised for strategic & rapid growth and improvement over the next several fiscal years, which is expected to generate vast amounts of renewed excitement and community support. A fresh re-branding effort and name change to Zoo Idaho is a statement of confidence, as well as a recognition of support and pride in both the Pocatello community, and our beautiful state of Idaho.

It is requested that the City Council allow Staff to change the name of the Pocatello Zoo to Zoo Idaho. If approved, the change would occur as of opening day April 1, 2016.

Council was initially presented the Zoo name change request at the February 11, 2016 Study Session, and directed Staff to place the item on the March 3, 2016 agenda for further consideration.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, RENAMING THE POCATELLO ZOO TO ZOO IDAHO IN CONJUNCTION WITH THE OPENING DAY ON APRIL 1, 2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Pocatello Zoo encompasses approximately 23 acres, a portion of which is situated atop a pre-historic lava flow; and

WHEREAS, the Pocatello Zoo is one of a handful of indigenous zoos in the nation, and specializes in approximately 40 native Idaho, North American and Intermountain West species; and

WHEREAS, highlighted species include grizzly and black bears, mountain lions, bighorn sheep, bison, coyotes, birds of prey, and many more; and

WHEREAS, the Pocatello Zoo is a sanctuary exhibiting animals that are injured, orphaned, imprinted on humans, captive born, or somehow unable survive in the wild; and

WHEREAS, the present name, Pocatello Zoo, reflects the strong support found throughout the local community; and

WHEREAS, the Pocatello Zoo is poised for strategic & rapid growth and improvement over the next several fiscal years; and

WHEREAS, the City Parks & Recreation Department and the Zoo Director presented the concept of a re-branding effort and name change to “**Zoo Idaho**” to the City Council at a Study Session meeting on February 11, 2016; and

WHEREAS, said re-branding effort and name change would (1) create renewed excitement and interest in the Zoo within the community, as well as beyond Southeast Idaho; (2) better describe the zoo in regards to native animal species, landscape and topography; (3) significantly increase the zoo’s marketing opportunities; and (4) recognize the support of the Pocatello community, and the pride in our beautiful state of Idaho; and

WHEREAS, the City Council recommended Staff proceed with changing the name of the Pocatello Zoo to “**Zoo Idaho**”, effective on the opening day of April 1, 2016;

NOW THEREFORE, BASED UPON THE FOREGOING PREMISES, be it resolved by the City Council of the City of Pocatello as follows:

1. The Pocatello Zoo shall be renamed to “Zoo Idaho”;
2. This Resolution shall be in full force and effect as of the date signed below.

RESOLVED this 3rd day of March, 2016.

CITY OF POCATELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

3(e)

**AMENDED CITY COUNCIL DECISION
VISTA VILLAGES SUBDIVISION REPLAT**

Steve Ernst, of 114 Davis Drive, Pocatello, Idaho 83201, the Developer and Owner, represented by Rocky Mountain Engineering and Surveying, submitted a short plat application to subdivide Lot 1 Block 1 and Lot 4 Block 1, consisting of 1.03 acres (+/-), into 4 residential lots and was to be known as Vista Villages Subdivision Replat and the same was approved by the City Council in a Council Decision recorded as Instrument No. 21601521 with the Bannock County Clerk and Recorder. However, on February 18, 2016, City Staff was advised that the Owner wished to replat only Lot 1 Block 1 into 2 residential lots. City Staff has reviewed this amended request and recommends approval of the replat of Lot 1 Block 1 into 2 residential lots thereby causing this Amended City Council Decision to be approved. Direct access will be available from Vista Drive and said lots are zoned Residential Medium Density Single Family (RMS).

The Planning and Zoning Commission (P&Z) reviewed the replat at its meeting held January 13, 2016, and thereafter recommended approval of the replat of 1.03 acres into 4 residential lots subject to a number of conditions. Wherein the Developer and Owner has requested only 2 of the 4 residential lots be replatted, it is City Staff's recommendation to proceed with the Planning and Zoning's recommendation with conditions.

Therefore, the City Council hereby approves the Vista Villages Subdivision Replat of Lot 1 Block 1 into 2 residential lots, and authorizes City staff to sign the plat, subject to the following conditions.

1. All conditions on the Subdivision Application Staff Report dated January 21, 2016, attached hereto as Exhibit 1, and incorporated herein, shall be met.
2. All conditions set out in the Public Works Department Memorandum dated January 4, 2016, attached hereto as Exhibit 2, and incorporated herein, shall be met.
3. If applicable, the Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording the plat.
4. All corrections noted by City Representatives on the plat shall be completed prior to recording of the final plat.
5. The plat shall conform to all State and local laws and ordinances.
6. All other standards and conditions of Municipal Code not herein addressed but applicable to the residential development shall apply.

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

SUBDIVISION: K.J.'S SUBDIVISION
Replat of the South 1/2 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.

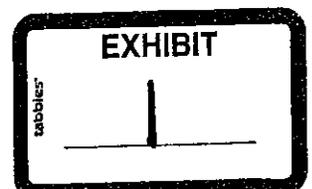
Right-of-Way Improvements: McKinley and Poole Avenues are fully developed rights of way.

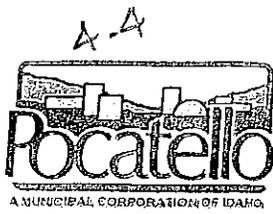
Storm Water: This is an infill development therefore the infrastructure is existing.

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.



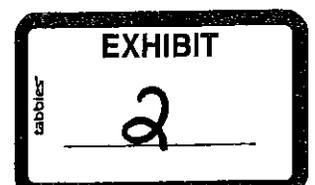


Memorandum

To: Terri Neu, Assistant Planner
From: Merrill Quayle P.E. Public Works/Development Engineer *MQ*
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.



AGENDA

ITEM

NO. 6

Memorandum

To: Mayor Blad and City Council Members

From: Deirdre Castillo, City Engineer *DVC*

Date: January 4, 2016

Re: Public Hearing - Intent to Convey Property - Lewis

Discussion

At a regular city council meeting held on February 4, 2016, Council determined that it is in the City's best interest to convey 0.94 acres of underutilized land owned by the City of Pocatello located to the west of Kirkham Road and above South 2nd Avenue, to the adjacent property owner, Mr. Barry W. Lewis; and to publicly declare its intent to conduct said land conveyance and to instruct the City Clerk to publish a summary of said action and provide a notice of a public hearing regarding said land conveyance to be held on March 3, 2016. Notice of a public hearing regarding said land conveyance was published in the Idaho State Journal on February 16, 2016 in accordance with I.C. 50-1402.

At this public hearing, Council may accept testimony and comments from the public regarding the City's declared intention to convey 0.94 acres of underutilized land, consisting of sloping ground covered in sage brush and basalt, determined to be an uneconomical remainder from the South Valley Connector/Cheyenne Overpass Project ("Project"), which was donated to the City by Bannock County for \$0, located in the Southwest 1/4 of the Northeast 1/4 of Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying to the west of Kirkham Road, to the adjacent property owner, Mr. Barry W. Lewis ("Lewis"), in exchange for completion of the sale of 1.357 acres of land owned by Lewis and required for the Project, for the appraised value of \$12,000, the possession of said property was granted to the City by Lewis per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, together and including 0.136 acres of land determined to be an uneconomical remainder from the Project, for the appraised value of \$1,500, which amount was deposited with Pioneer Title Co. per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012.

Recommendation

The City Engineer recommends that, following the public hearing, Council direct the Legal Department to prepare the appropriate documents for land conveyance by and between Barry W. Lewis and the City of Pocatello, and prepare a corresponding ordinance that shall be read at the next regular city council meeting to be held on March 17, 2016.

PROPOSED LAND CONVEYANCE - LEWIS

Timeframe of Events

2010 2011 2012 2013 2014 2015 2016

Right-of-way acquisition negotiations between property owners and HDR.

Appraisal finalized, fair market value of \$12,000 determined plus \$1,500 for uneconomical remainder.

Barry Lewis and City finalize Agreement for Possession with understanding that Mr. Lewis objects to the appraisal and that Mr. Lewis wishes to pursue a land swap with the left remainder currently owned by Bannock County. City deposits \$13,500 with Pioneer Title Company.

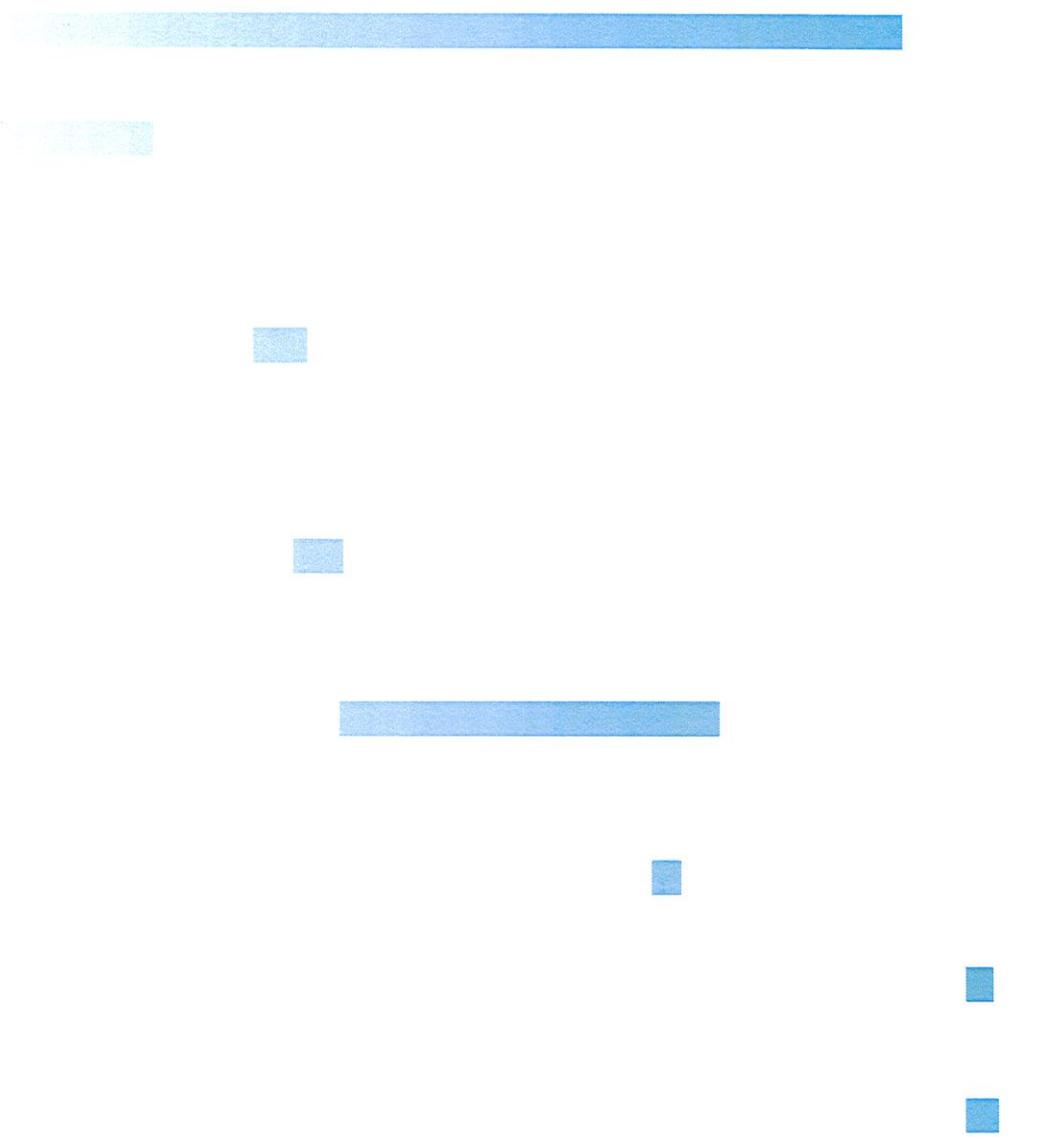
County commissioners donate entire county parcel to City for \$0.

Revision to Kirkham Road grade due to change from I-15 overpass to underpass requires slope easement on Bannock County remainder. City finalizes easement at completion of Phase 1A construction.

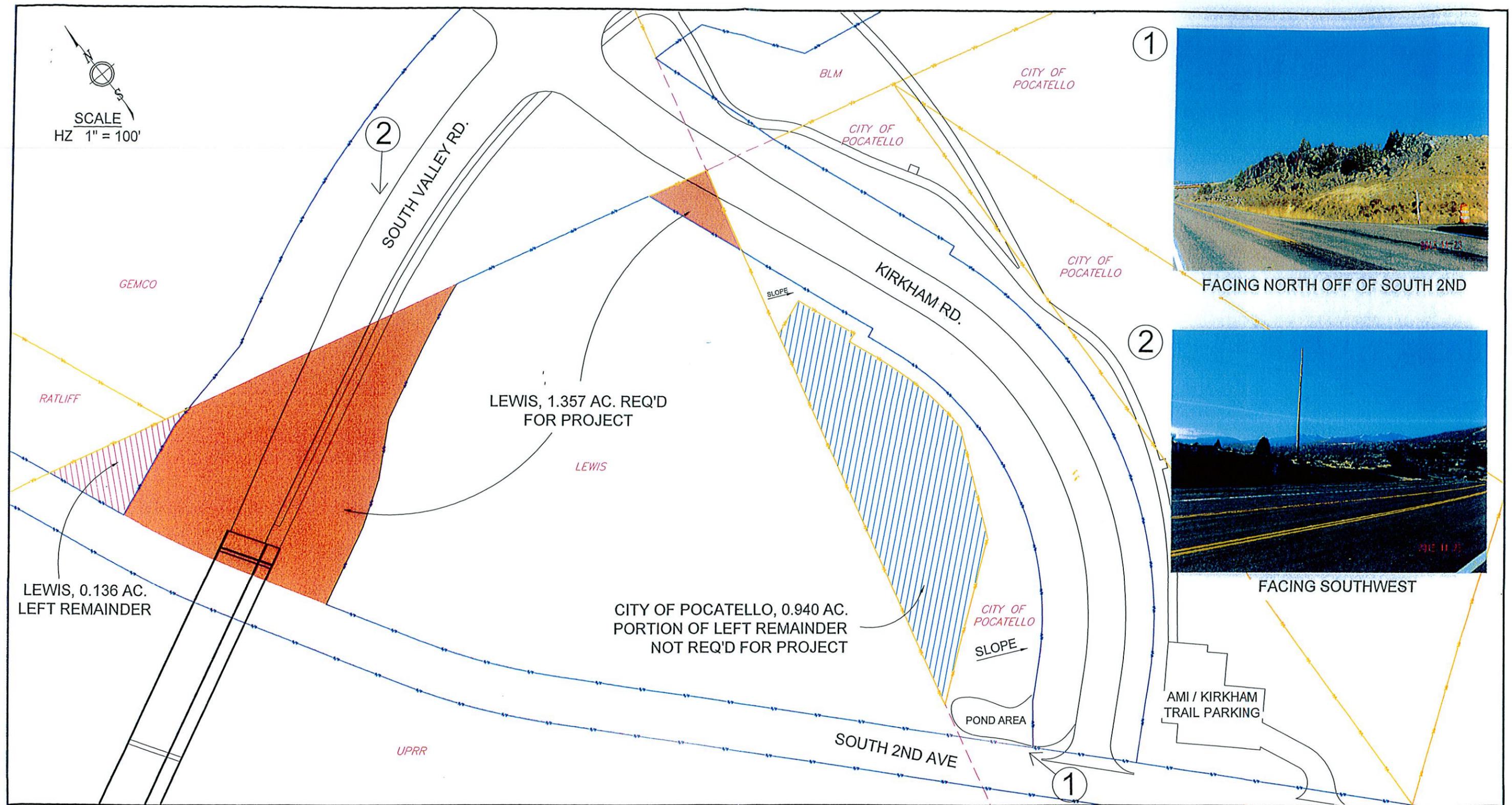
City's contractor installs access to top of Mr. Lewis' property off of SVR.

City's contractor installs access to bottom of Mr. Lewis' property off of S 2nd Ave.

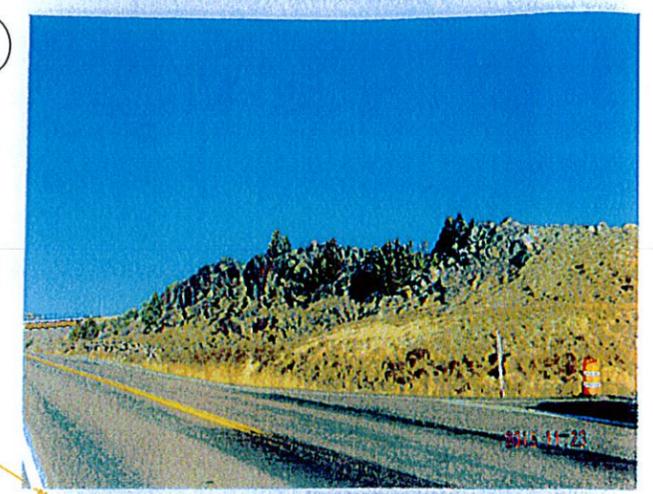
City completes legal descriptions for Mr. Lewis' 0.136 acreleft remainder and City's 0.940 left remainder not including the slope.



SCALE
HZ 1" = 100'

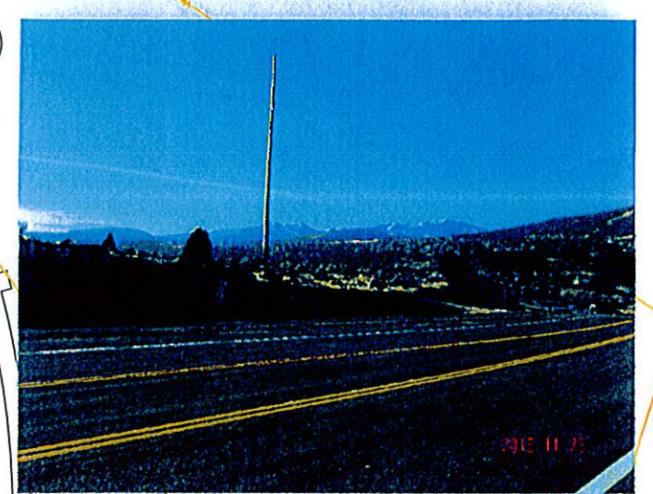


1



FACING NORTH OFF OF SOUTH 2ND

2



FACING SOUTHWEST

SOUTH VALLEY CONNECTOR PROPOSED LEWIS LAND CONVEYANCE



REVISION:	PROJECT #:	DATE DRAWN:
	FAG050	12/21/15
	DRAWN BY: OKC	CHK'D BY: DVC
	SHEET 1 OF 1	

PROJECT #:	DATE DRAWN:
FAG050	12/21/15
DRAWN BY: OKC	CHK'D BY: DVC
SHEET 1 OF 1	



AGENDA

ITEM

NO. 7

Memorandum

To: Mayor Blad and City Council Members

From: Deirdre Castillo, City Engineer

Date: December 31, 2015 *DNC*

Re: Public Hearing - Intent to Convey Property - Higgins

Discussion

At a regular city council meeting held on February 4, 2016, Council determined that it is in the City's best interest to convey 0.27 acres of underutilized land owned by the City of Pocatello located to the east of South Valley Road at Lester Lane, to the adjacent property owners, Mr. & Mrs. James Higgins; and to publicly declare its intent to conduct said land conveyance and to instruct the City Clerk to publish a summary of said action and provide a notice of a public hearing regarding said land conveyance to be held on March 3, 2016. Notice of a public hearing regarding said land conveyance was published in the Idaho State Journal on February 16, 2016 in accordance with I.C. 50-1402.

At this public hearing, Council may accept testimony and comments from the public regarding the City's declared intention to convey 0.27 acres of underutilized land, consisting of bare ground, asphalt driveway, and trees, determined to be an uneconomical remainder from the South Valley Connector/Cheyenne Overpass Project, purchased with federal aid funds for \$10,125, situated in part of Lots 18 and 20 of Cedarvale Tracts Subdivision, located in Government Lot 3, Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying east of South Valley Road at Lester (Leo) Lane, to the adjacent property owners, James and Jessica Higgins ("Higgins"), in exchange for an ingress-egress easement to remain on said land, City rights of ownership to half of the trees located on said land until December 31, 2017 when City's right of ownership of said trees shall expire, continued watering of said trees by Higgins at their own expense until such time as City has relocated said trees or until December 31, 2017, whichever occurs first, and completion of the sale of 0.004 acres of property owned by Higgins, required for the South Valley Connector/Cheyenne Overpass Project, for the appraised value of \$650, the possession of said property was granted to the City by James Higgins per the Agreement of Possession, Instrument No. 21206661, and recorded on 4/24/2012.

Recommendation

The City Engineer recommends that, following the public hearing, Council direct the Legal Department to prepare the appropriate documents for land conveyance by and between James and Jessica Higgins and the City of Pocatello, and prepare a corresponding ordinance that shall be read at the next regular city council meeting on March 17, 2016.

PROPOSED LAND CONVEYANCE - HIGGINS

Timeframe of Events

2010 2011 2012 2013 2014 2015 2016

Right-of-way acquisition negotiations between property owners and HDR.

Appraisal finalized, fair market value of \$650 determined.

Church finalizes sale of land to City, requests access easement to rear of their remaining property.

Probart finalizes sale of land to City including \$10,125 paid for 0.27 acres of uneconomical remainder. City received 100% reimbursement.

Harold and Diana Higgins sign Agreement for Possession. City requests revisions.

Harold and Diana Higgins sell property to James Higgins. Pioneer Title Co. issues new title insurance.

James Higgins and City complete Agreement for Possession with understanding that City will pursue land swap with Probart remainder. City deposits \$650 with Pioneer Title Co.

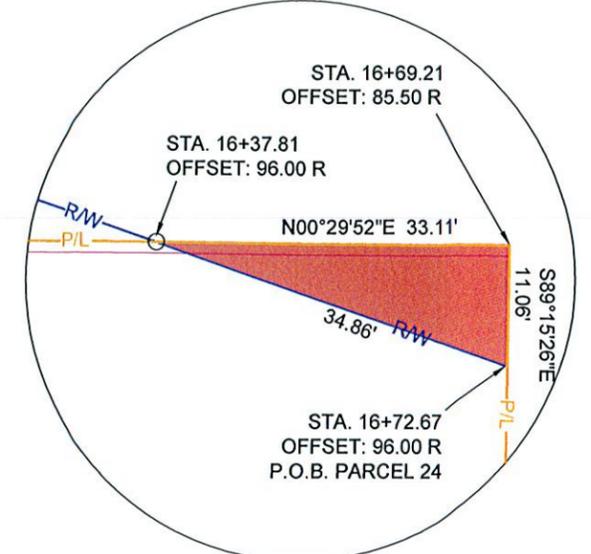
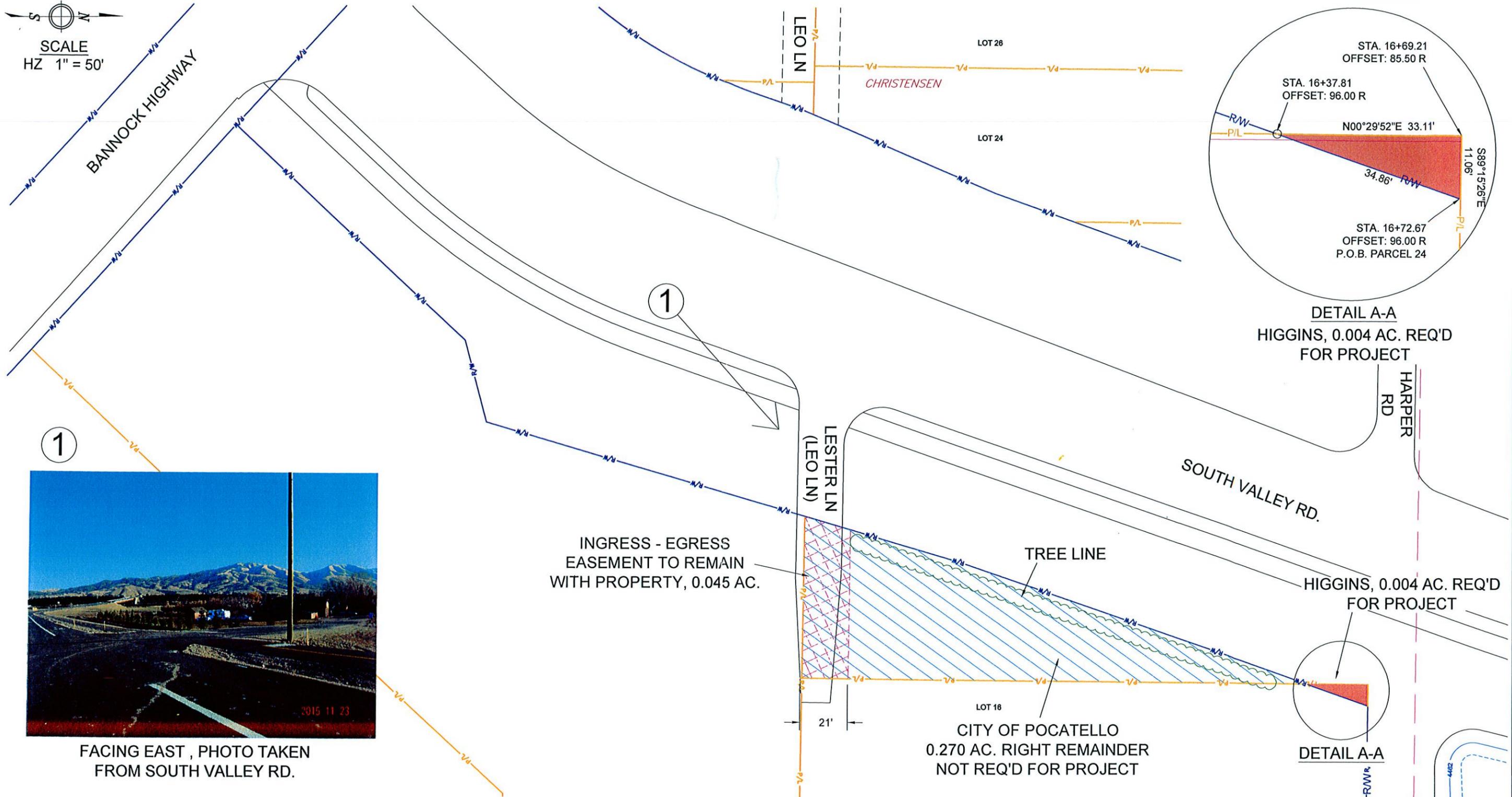
Harper Levitt provides legal description for Church access easement.

City's landscaper relocates trees to golf course and remainder parcel.

James and Jessica Higgins sign Right-of-Way Contract provided by HDR.

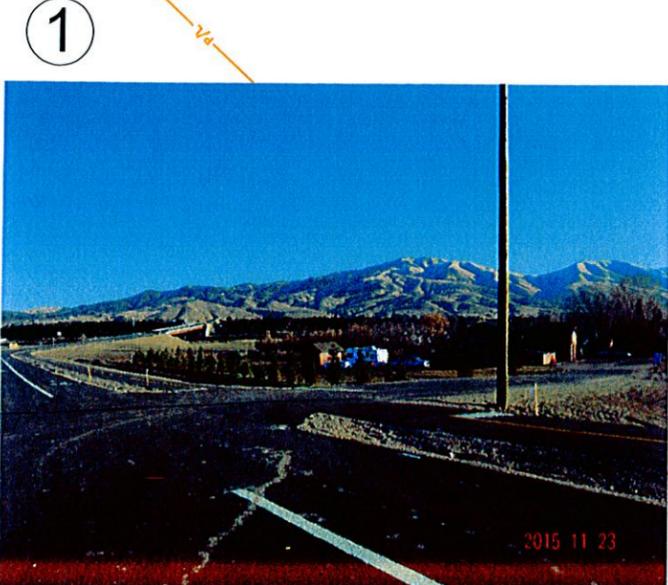
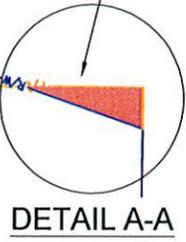


SCALE
HZ 1" = 50'



DETAIL A-A
 HIGGINS, 0.004 AC. REQ'D
 FOR PROJECT

HIGGINS, 0.004 AC. REQ'D
 FOR PROJECT



FACING EAST, PHOTO TAKEN
 FROM SOUTH VALLEY RD.

INGRESS - EGRESS
 EASEMENT TO REMAIN
 WITH PROPERTY, 0.045 AC.

LOT 18
 CITY OF POCATELLO
 0.270 AC. RIGHT REMAINDER
 NOT REQ'D FOR PROJECT

SOUTH VALLEY CONNECTOR PROPOSED HIGGINS LAND CONVEYANCE



REVISION:	PROJECT #: FAG050	DATE DRAWN: 12/21/2015
	DRAWN BY: OKC	CHK'D BY: DVC
SHEET 1 OF 1		



AGENDA

ITEM

NO. 8

**EXECUTIVE SUMMARY
PLANNING & DEVELOPMENT SERVICES DEPARTMENT.
STAFF REPORT**

To: Mayor Blad & Pocatello City Council
From: Matthew G. Lewis, Planning Division Manager
Date: March 3, 2016



SUBDIVISION: Countryside Subdivision, 7th Addition
TYPE:

Preliminary:	Final:XXXXX	Short:
--------------	--------------------	--------

- A. **Staff Recommendation (Final Plat):** Staff finds that the Final Plat is in substantial conformance with the Preliminary Plat and therefore recommends approval of the subject plat with the following conditions:
1. All conditions noted by Public Works staff in **EXHIBIT 1** shall be adhered to.
 2. Prior to recording of the plat an "R" Restriction and note shall be placed on the Final plat prohibiting grading beyond contour 4765 on Lot 2, Lot 3 & Lot 4 Block 2. Said contour shall also be staked in the field for reference.
 3. All other standards and conditions of Municipal Code not herein stated but applicable to residential development shall apply.
- B. **Planning & Zoning Commission Action:** The Commission reviewed the preliminary plat at their regularly scheduled meeting held on December 9, 2015 at which time they recommended approval of the plat with conditions 1-3 above.

GENERAL BACKGROUND

- a. **Applicant and Request:** Kelly Marie & Ken Swisher (mailing address: 812 East Clark Street, Pocatello, ID 83201), and Rocky Mountain Engineering & Surveying (RMES) have submitted an application and preliminary plat for a proposed 7-Lot subdivision to be known as **Countryside Subdivision, 7th Addition.**
- b. **Site Detail:** The subject property is located in the NW ¼ of Section 18, T. 7 S., R. 35 E., B.M. Bannock County, ID. The subdivision encompasses 4.28 acres (more or less). A majority of the property is zoned Residential Low (RL) density with the rear of Lots 2-4 Block 2 being zoned Residential Estate(RE). Municipal Code requires that a minimum lot size of 7,500 square feet be maintained for single-family homes. The largest lot measures 49,972 square feet with the smallest lot measuring 10,931 square feet in size.

Storm water generated from this development will be retained in an existing pond constructed as part of Countryside Subdivision, 5th Addition.

Staff is recommending that an "R" Restriction be placed on Lots 2-4 Block 2 specifically prohibiting grading due to steep slopes and the fact that Johnny Creek runs across the property. Refer to the preliminary plat and condition #2 above.

Right-Of-Way Improvements: Foxmore Street, which currently terminates with a temporary hammerhead, will be extended approximately 350-feet ending in a temporary hammerhead.

The street section for Foxmore Drive is as follows:

- A 60-foot right-of-way
- A 41-foot back of curb to back of curb street section
- A 5-foot wide planter strip on both sides
- A 4-foot wide sidewalk on both sides

COMPREHENSIVE PLAN

Staff finds the following goals, objectives and policies from the Comprehensive Plan to be applicable to this application:

Housing Goal 1: Encourage development of a wide variety of high-quality housing opportunities that are safe, sanitary, attractive and affordable.

Objective 1.1: Encourage development of housing affordable for households of all income levels throughout the community.



Exhibit 1

Memorandum

To: Matt Lewis, Planning Division Manager
From: Merrill Quayle PE, Public Works/Development Engineer MB
Date: February 17, 2016
Re: Countryside Subdivision 7th Addition – City Council Final Plat 3-3-2016

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

1. Plat

- a. Prior to recording the Plat a more inclusive and comprehensive review shall be done, coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- d. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- e. CCR's shall be submitted to the City for review and approval prior to recording.
- 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. The 1997 uniform building code appendix chapter 33 section 3309 "excavation and grading" shall be followed.
- b. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted. A copy shall be submitted to the City for the subdivision construction file.
- a. At the time of final plat application a sediment and erosion control plan shall be submitted for approval. The sediment and erosion control plan must bear the signature and certification number of the individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.
- b. Label roads at existing intersection on plans for clarity as shown.
- c. The stormwater drainage calculations submitted was for pond volume 3-8 Addition. There were no pipe size calculations or catch basin placement verification to back up design terminating the last catch basin in the 7th addition. Please submit these calculations.

- d.** Model results for the culinary water system has not yet been submitted. The conditions accepted by the P&Z Commission required a model for projected pressures and flows for the subdivision and the entire pressure zone affected. It may be beneficial to model the next addition as well making the water loop connection. Please supply your digital data of the subdivision with elevations, pipe size, pipe lengths, etc. for model verification.
- e.** Install a 1 inch tap for chlorination access around station 8+20
- f.** Adjust the design of the double water meter and fire hydrant around station 4+74 so that the double water meter is north of the fire hydrant and shut off valve.
- g.** Add a water vertical separation note on profile sheet.
- h.** The profile view is not to the correct scale.
- i.** Revise sanitary sewer service table, eliminate references to back property pins and have two reference points at the front property pins.
- j.** Utility and street light approval is required by the City.
- k.** US Mail box units required and location approved by the Post Master and the City of Pocatello. Show location on plans.
- l.** Turnarounds shall meet the 2012 International Fire Code appendix D requirements.
- m.** Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.



PLANNING & DEVELOPMENT SERVICES
 PO Box 4169, 911 North Seventh Avenue
 Pocatello, Idaho 83205
 (208)234-6184 FAX (208)234-6586

FINAL PLAT APPLICATION

Submittal Date: 1/29/16

Permit No.: 16-164

Staff Contact: ML

Receipt #: 65414

City Council Date: _____

Receipt Date: 2/2/16

Filing Fee (see below): Plat \$ 250.00 + Survey \$ 425.00 + Plan \$ 340.00 + Inspections \$ 300.00 = Total Due \$ 1,315.00
~~780.560~~ 560.00 1575.00 *AM*

PLANNING REVIEW FEES:
 Final Plat: \$250.00

ENGINEERING REVIEW FEES:
 Survey Review: \$250.00 + \$25.00/lot
 Additional accuracy reviews: \$150.00 per additional review
 Plan Review of public improvements: \$200.00 + \$20.00/lot
 Additional plan reviews: \$150.00
 Primary Inspections: 1 - 10 lots = \$80.00/lot; \$300.00 minimum
 11-20 lots = \$70.00/lot
 21 + lots = \$60.00/lot
 Subsequent inspections \$150.00 per department per trip to the site (billed by the Engineering Department)

Applicant:

Name: Kelly Marie Swisher / Ken Swisher
 Mailing address: 812 East Clark Street Pocatello ID 83201
 Phone: 208.241.1442

Engineer:

Firm & Contact: Rocky Mountain Engineering & Surveying
 Mailing address: 600 East Oak Street, Pocatello ID 83201
 Phone: 208.234.0110

Project Information:

Subdivision Name: Countryside Subdivision - 7th Addition
 Zoning District: Residential Low Density (RL) & Residential Estate (RE) Comprehensive Plan Land Use Designation: Residential
 Location (Section, Township, Range): Northwest 1/4 of Section 18, Township 7 South, Range 35 East, B.M.
 General Location: Southwest of Mountain Shadow Drive / An Extension of Foxmore Street
 Total Acreage: 4.28 Acres Total Number of Lots: 7 Residential Lots

TERMS AND CONDITIONS

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: [Signature] Date: 1-28-16
 Signature of Representative: Becky Smith (RMES) Date: 1/28/16

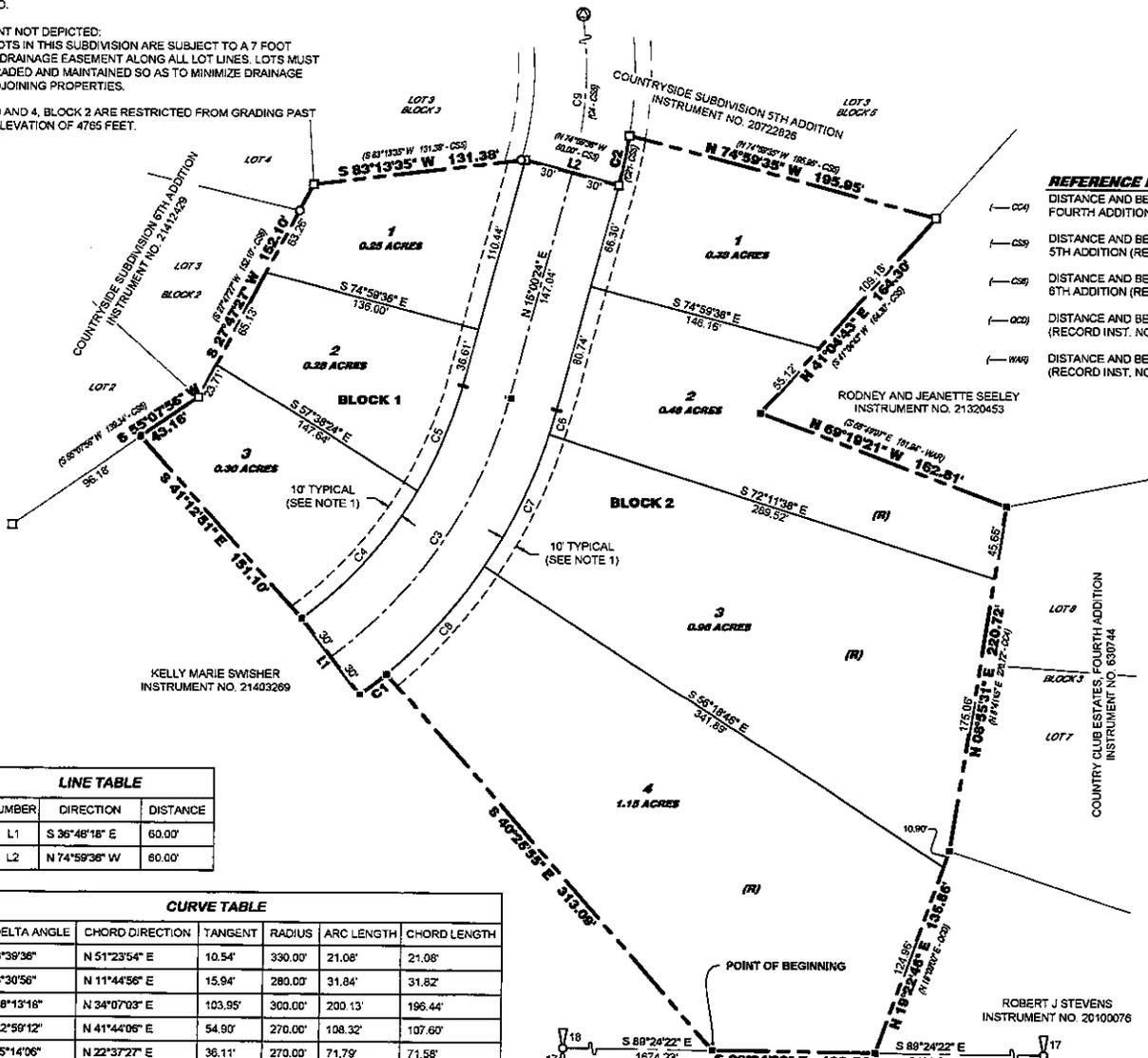
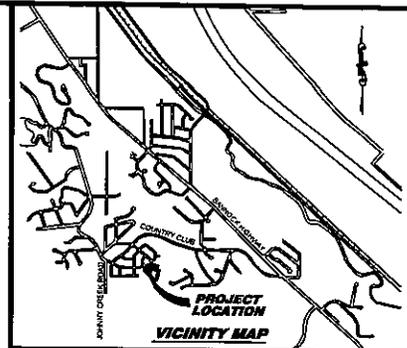
** If the application is for a short plat, a sign (giving public notice) will be posted at the proposed site during the course of these proceedings.*

COUNTRYSIDE SUBDIVISION 7TH ADDITION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH,
RANGE 35 EAST, BOISE MERIDIAN, CITY OF POCATELLO, BANNOCK COUNTY, IDAHO

NOTES

- EASEMENTS ARE 10' WIDE AND ARE FOR PUBLIC UTILITIES, DRAINAGE AND ROADWAY SLOPES UNLESS OTHERWISE NOTED.
- EASEMENT NOT DEPICTED:
ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A 7 FOOT WIDE DRAINAGE EASEMENT ALONG ALL LOT LINES. LOTS MUST BE GRADED AND MAINTAINED SO AS TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES.
- LOTS 2, 3 AND 4, BLOCK 2 ARE RESTRICTED FROM GRADING PAST THE ELEVATION OF 4765 FEET.



REFERENCE DOCUMENTS

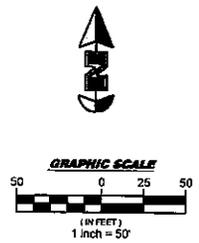
- CC4 DISTANCE AND BEARING PER COUNTRY CLUB ESTATES, FOURTH ADDITION (RECORD INST. NO. 630744)
- CS5 DISTANCE AND BEARING PER COUNTRYSIDE SUBDIVISION 5TH ADDITION (RECORD INST. NO. 20722826)
- CS6 DISTANCE AND BEARING PER COUNTRYSIDE SUBDIVISION 6TH ADDITION (RECORD INST. NO. 21412428)
- CC2 DISTANCE AND BEARING PER QUITCLAIM DEED (RECORD INST. NO. 20100076)
- W49 DISTANCE AND BEARING PER WARRANTY DEED (RECORD INST. NO. 21403270)

LEGEND

- 17 FOUND 1/4 CORNER AS NOTED
- 18 FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341"
- FOUND 5/8 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED "RMES PELS 2341"
- ⊙ FOUND 2 INCH ALUM. CAP STAMPED "RMES PELS 2341" INSIDE MONUMENT VAULT
- T & + SET 1/2 INCH BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341" (LOT CORNERS AND AT END OF CURVES)
- SET 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341"
- # / BLOCK 1 SUBDIVISION LOT / BLOCK NUMBER
- LOT 4 BLOCK 6 EXISTING SUBDIVISION LOT / BLOCK NO.
- SUBDIVISION BOUNDARY LINE
- - - SUBDIVISION LOT LINE
- - - STREET CENTERLINE
- - - EXISTING SECTION & STREET CENTERLINE
- - - EASEMENT SIDELINE
- - - EXISTING EASEMENT SIDELINE
- (R) INDICATES A RESTRICTED LOT. SEE NOTE 3

NUMBER	DIRECTION	DISTANCE
L1	S 35°48'18" E	60.00'
L2	N 74°59'38" W	60.00'

NUMBER	DELTA ANGLE	CHORD DIRECTION	TANGENT	RADIUS	ARC LENGTH	CHORD LENGTH
C1	3°39'36"	N 51°23'54" E	10.54'	330.00'	21.08'	21.08'
C2	6°30'56"	N 11°44'56" E	15.94'	280.00'	31.84'	31.82'
C3	38°13'18"	N 34°07'03" E	103.95'	300.00'	200.13'	196.44'
C4	22°59'12"	N 41°44'06" E	54.90'	270.00'	108.32'	107.60'
C5	15°14'06"	N 22°37'27" E	36.11'	270.00'	71.79'	71.58'
C6	2°47'58"	N 16°24'23" E	8.06'	330.00'	16.12'	16.12'
C7	15°52'52"	N 25°44'48" E	48.03'	330.00'	91.47'	91.18'
C8	15°52'52"	N 41°37'40" E	48.03'	330.00'	91.47'	91.18'
C9	35°20'44"	N 2°39'57" W	79.65'	250.00'	154.22'	151.79'



WEST 1/4 CORNER OF SECTION 18 FOUND BANNOCK COUNTY BRASS CAP MONUMENT. SEE CORNER PENETRATION AND FILING INST. NO. 812781.

ANDREW A AXERS
INSTRUMENT NO. 20100663

POINT OF BEGINNING

ROBERT J STEVENS
INSTRUMENT NO. 20100076

EAST 1/4 CORNER OF SECTION 18 FOUND BANNOCK COUNTY BRASS CAP MONUMENT. SEE CORNER PENETRATION AND FILING INST. NO. 612785



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

RECORDING INSTRUMENT NUMBER

**COUNTRYSIDE SUBDIVISION
7TH ADDITION**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN,
CITY OF POCATELLO, BANNOCK COUNTY, IDAHO

RMES
Engineers • Surveyors • Planners

301 88th St. W., #130 • Pocatello, ID 83401 • (208) 878-0110
600 E. Oak St. • Pocatello, ID 83401 • (208) 234-0110

REVISIONS	SURVEYED BY:
1	JDK, SRM, JCE
2	OFFICE WORK BY: JLC, SOB
	FIELD BOOK NO: N/A

PROJECT NO: 15125 DATE: FEBRUARY 2016
DRAWING: R:15125SWISHER, KEN/COUNTRYSIDE 7TH ADDITION - 15125SURV/CAD
SCALE: 1 INCH = 50 FEET SHEET 1 OF 2

COUNTRYSIDE SUBDIVISION 7TH ADDITION

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 SOUTH,
RANGE 35 EAST, BOISE MERIDIAN, CITY OF POCATELLO, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, SAID POINT BEING MARKED WITH A BANNOCK COUNTY BRASS CAP MONUMENT RECORDED UNDER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 612761; THENCE SOUTH 88°24'22" EAST, ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 18, THE BASIS OF BEARINGS PER CITY DATUM BASED ON THE CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM, A DISTANCE OF 1674.23 FEET TO THE POINT OF BEGINNING.

THENCE SOUTH 88°24'22" EAST, CONTINUING ALONG THE LATITUDINAL CENTERLINE OF SAID SECTION 18, A DISTANCE OF 100.54 FEET TO THE SOUTHWEST CORNER OF LAND BELONGING TO ROBERT J. STEVENS AND RECORDED UNDER QUITCLAIM DEED INST. NO. 20100076;

THENCE NORTH 19°22'46" EAST, ALONG THE WESTERLY LINE OF SAID DEED, A DISTANCE OF 135.86 FEET TO THE SOUTHWEST CORNER OF COUNTRY CLUB ESTATES 4TH ADDITION RECORDED AS INST. NO. 630744 IN THE RECORDS OF BANNOCK COUNTY;

THENCE NORTH 8°55'31" EAST, ALONG THE WESTERLY LINE OF SAID SUBDIVISION, A DISTANCE OF 220.72 FEET TO AN ANGLE POINT ON THE SOUTHERLY BOUNDARY OF LAND BELONGING TO RODNEY AND JEANETTE SEELEY RECORDED UNDER WARRANTY DEED INST. NO. 21320453;

THENCE FOLLOWING SAID DEED OVER THE FOLLOWING TWO (2) COURSES:
1. NORTH 68°19'21" WEST A DISTANCE OF 162.81 FEET (RECORDED AS SOUTH 68°49'07" EAST A DISTANCE OF 161.94');
2. NORTH 41°04'43" EAST A DISTANCE OF 164.30 FEET TO THE SOUTHEAST CORNER OF COUNTRYSIDE SUBDIVISION 5TH ADDITION RECORDED AS INST. NO. 20722826;

THENCE FOLLOWING THE SOUTHERLY BOUNDARY OF THE SAID SUBDIVISION OVER THE FOLLOWING FOUR (4) COURSES:

1. NORTH 74°59'35" WEST A DISTANCE OF 195.85 FEET TO A POINT OF NON-TANGENCY WITH A 280.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 81°30'32" WEST;
2. FOLLOWING SAID CURVE IN A SOUTHWESTERLY DIRECTION THROUGH A CENTRAL ANGLE 6°30'56" AN ARC LENGTH OF 31.84 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 11°44'56" WEST A DISTANCE OF 31.82 FEET);
3. NORTH 74°59'36" WEST A DISTANCE OF 60.00 FEET;
4. SOUTH 83°13'35" WEST A DISTANCE OF 131.38 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF COUNTRYSIDE SUBDIVISION 6TH ADDITION RECORDED AS INST. NO. 21421429;

THENCE FOLLOWING THE EASTERLY BOUNDARY OF SAID SUBDIVISION OVER THE FOLLOWING TWO (2) COURSES:

1. SOUTH 27°47'27" WEST A DISTANCE OF 152.10 FEET;
2. SOUTH 55°07'56" WEST A DISTANCE OF 43.18 FEET;

THENCE SOUTH 41°12'51" EAST A DISTANCE OF 151.10 FEET;

THENCE SOUTH 36°46'18" EAST A DISTANCE OF 60.00 FEET TO A POINT OF NON-TANGENCY WITH A 330.00 FOOT RADIUS CURVE WHOSE CENTER BEARS NORTH 36°46'18" WEST;

THENCE FOLLOWING SAID CURVE IN A NORTHEASTERLY DIRECTION THROUGH A CENTRAL ANGLE 3°39'36" AN ARC LENGTH OF 21.08 FEET (THE CHORD OF SAID CURVE BEARS NORTH 51°23'54" EAST A DISTANCE OF 21.08 FEET);

THENCE SOUTH 40°25'55" EAST A DISTANCE OF 313.09 FEET TO THE POINT OF BEGINNING.

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 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 CONFORMS WITH THAT SET OR FOUND UPON THE GROUND, 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



SANITARY RESTRICTIONS

A SANITARY RESTRICTION IS IN FORCE PER IDAHO CODE 50-1326 TO 50-1329 ON THIS PLAT.

SANITARY RESTRICTIONS ARE SATISFIED AND LIFTED THIS _____ DAY OF _____, 20__.

SOUTHEAST IDAHO PUBLIC HEALTH

CULINARY WATER

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

IRRIGATION WATER RIGHTS STATEMENT

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 BLOCKS, LOTS AND A STREET AND DO HEREBY WARRANT AND SAVE THE CITY OF POCATELLO AND THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF I, THE OWNER, TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCKS, LOTS AND STREET ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE STREET IS HEREBY DEDICATED TO THE PUBLIC. 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 EASEMENTS.

IN WITNESS WHEREOF KELLY MARIE SWISHER AS VESTED OWNER DOES HEREUNTO SET HER HAND.

KELLY MARIE SWISHER (INDIVIDUAL)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK

ON THIS _____ DAY OF _____ IN THE YEAR 20__ BEFORE ME, _____ A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED KELLY MARIE SWISHER, KNOWN OR IDENTIFIED TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING OWNER'S CERTIFICATE AND ACKNOWLEDGED THAT SHE EXECUTED THE SAME.

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

NOTARY PUBLIC _____

RESIDING AT: _____
MY COMMISSION EXPIRES: _____

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__.

REVIEWING SURVEYOR _____ NO. _____

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 THERETO.

MARK JENSEN PLS 10343 _____ DATE _____
POCATELLO CITY SURVEYOR

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 _____

MERRIL QUAYLE, ENGINEER FOR THE CITY _____

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 _____

RADENE BARKER _____ DATE _____

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 NO. _____

ROBERT POLEKI, COUNTY RECORDER

**COUNTRYSIDE SUBDIVISION
7TH ADDITION**

LOCATED IN THE NORTHWEST QUARTER OF SECTION 18,
TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN,
CITY OF POCATELLO, BANNOCK COUNTY, IDAHO



301 55th St. W. #130 • Minnetonka, MN 55801 • (763) 872-0110
800 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110
www.rmesllc.com

REVISIONS	SURVEYED BY: JJK, SRM, JCE
1	OFFICE WORK BY: JLC, SOB
2	FIELD BOOK NO: N/A
PROJECT NO: 15125	DATE: FEBRUARY 2016
DRAWING: R15125SWISHER, KENCOUNTRYSIDE 7TH ADDITION - 15125SURVCAD	
SCALE: 1 INCH = 50 FEET	SHEET 2 OF 2

AGENDA

ITEM

NO. 9

Executive Summary

To: Mayor Blad and City Council Members
From: Terri Neu, Assistant Planner
Meeting Date: March 3, 2016 *Steve*
Subject: Appeal of Historic Preservation Commission Decision

Stephanie Palagi of Old Town Pocatello (mailing address: PO Box 222, Pocatello, ID 83204), representing Stan Gates, is appealing the decision by the Historic Preservation Commission denying his request for a certificate of appropriateness for the mural on the north wall of the old Fire Station One at 226 N. Arthur Avenue to remain.

The Commission reviewed the application in terms of design, proportion/scale, color, texture and materials as well as its general compatibility with its surrounding. The historical and architectural value and significance of the structure was also taken into consideration.

The proposal was denied based on the fact that the mural isn't appropriate for the period of significance (1892-1939) nor for the significance of the building. The building is considered contributory to the historic district and the mural detracts from the district.

Prior to the Historic Preservation Commission meeting on February 3, 2016, staff received telephone calls from Sally Gasser of the Arts Council and Frank Anderson who both expressed they would like the mural to stay.

Attachments:

- A – Email requesting appeal of the decision
- B – Denial of the Certificate of Appropriateness
- C – Staff report
- D – Certificate of Appropriateness application
- E – National Register of Historic Places Inventory for the Fire Station
- F – Minutes from the February 3 and 17, 2016 Historic Preservation Commission

Neu, Terri

From: Stephanie Palagi <spalagi@oldtownpocatello.com>
Sent: Thursday, February 18, 2016 10:00 AM
To: Neu, Terri
Subject: RE: Stan Gates

I've met with Stan and yes we will be appealing to City Council.

From: Neu, Terri [mailto:tneu@pocatello.us]
Sent: Thursday, February 18, 2016 8:08 AM
To: Stephanie Palagi
Subject: Stan Gates

Hi, Stephanie. Do you think Stan will appeal the HPC's decision? If so, I just need something in writing, email will work.

Terri Neu

Assistant Planner

City of Pocatello

(208)234-6500

"...people walking and people being on the street is what makes a city a city." - Nedra Deadwyler, Atlanta, GA

FINDINGS OF FACT, CONCLUSIONS & DECISION

At its meeting of Wednesday, February 17, 2016, the Historic Preservation Commission reviewed an application for a certificate of appropriateness to approve the mural that has been painted on the north side of Fire Station One at 226 N. Arthur Avenue. Fire Station One is within the Downtown Historic District (as established by the City Council in 1985).

The proposal was reviewed in terms of design, proportion/scale, color, texture, and materials, as well as its general compatibility with its surroundings. The historical and architectural value and significance of the property was taken into consideration.

FINDINGS: The mural does not fit within the period of significance for the Downtown Historic District nor the significance of the building.

Based on these findings, this certificate of appropriateness application has been DENIED.

Mary Thelen for

Nick L. Nielson, Chair

02-23-2016

Date

AGENDA ITEM 1

TO: Historic Preservation Commission
FROM: Terri Neu, Assistant Planner 
DATE: Meeting Date – February 3, 2016
RE: Certificate of Appropriateness request for a mural on the north wall at 226 N. Arthur Avenue, Fire Station One

REQUEST

Stan Gates has submitted an application for a certificate of appropriateness for a mural to remain on the north wall of 226 N. Arthur Avenue, Fire Station One.

BACKGROUND

Christensen Bakery was built in 1902 and was considered “Contributory” when the Downtown Historic District was listed in the National Register of Historic Places in 1972. The Inventory-Nomination Form states, “The first story of this fire station has been stuccoed, but the garage door, the corbelled brick pilasters, and the second-floor double-hung sash windows all remain intact and visible. The station is two stories tall, constructed of red brick.”

“Originally this building served as the west-side fire engine house.”

ANALYSIS

Municipal Code 15.20.030, Definitions, states “DISPLAY: Attractions (such as graphic exterior paint treatments, searchlights, flags, murals, balloons, statues, sculptures, fountains, or other features) which do not clearly fall within the definition of a ‘sign’, but which for commercial or noncommercial purposes direct attention to an institution, organization, or business.”

Municipal Code 15.20.140 governs displays. “All permanent displays (those over 90 days) shall be reviewed by the hearing examiner prior to the issuance of a permit.”

Municipal Code Section 17.04.210(l)(1) provides the Commission standards for review: The style, materials, size and location of signs shall be compatible with the historic character and scale of the property or structure as well as to the surrounding neighborhood or district.

Municipal Code 17.02.800(C)(10) states “Under the procedures set forth in this chapter, review applications for certificates of appropriateness for new construction, alterations, signage, or demolition within designated local historic districts, and applications for historic building alteration certificates of appropriateness for historic properties or landmarks, and approve, approve with conditions, or deny the certificates, subject to appeal by the applicant to the City Council.”



PLANNING & DEVELOPMENT SERVICES
PO Box 4169, 911 North Seventh Avenue
Pocatello, Idaho 83205
(208)234-6184 FAX (208)234-6586

Application Deadline: _____
HPC Meeting: _____

Dates for public hearing or Commission will not be scheduled until plan review approval has been received.

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
FOR
NEW CONSTRUCTION, DEMOLITION OR
BUILDING ALTERATION WITHIN THE
DOWNTOWN HISTORIC DISTRICT
(A Prerequisite to obtaining a Building or Sign Permit)

NOTE TO APPLICANTS: The Historic Preservation Commission generally meets the 1st and 3rd Wednesdays of each month at 7:00 p.m. In order to appear on the agenda, complete application materials must be submitted to the Planning & Development Services Department two (2) Thursdays prior to the meeting date. Complete applications will be considered by the HPC within twenty-one (21) days of receipt.

APPLICATION DATE: 1/12/16 APPLICANT NAME: Stan Gates
MAILING ADDRESS: Historic Fire House PHONE NUMBER: 380-3166
ADDRESS OF BUILDING/PROPOSED BUILDING: 200 Block N. Arthur

TYPE OF WORK:

- New Construction
- Demolition*
- Building Alteration (Exterior)

Other - Public Art

TYPE OF REVIEW BEING REQUESTED:

- Preliminary Only
- Final Approval
- FILP Funding Assistance

*All demolitions require a public hearing in accordance with Section 17.04.210. All such hearings shall be set within forty-five days after receipt of an application. See #5 below.

BRIEF DESCRIPTION OF WORK: Repair of brick on north wall
to include art mural. Existing brick could not
be re-painted due to excessive damage.

THIS APPLICATION SHALL BE ACCOMPANIED BY THE FOLLOWING MATERIALS (pursuant to the Zoning Ordinance Section 17.04.210):

1. Photographs of existing conditions relative to adjacent buildings (10 color copies must be submitted).
2. A clear statement and scope of the proposed work, to include such things as colors, materials, landscaping and signs. Must include samples of paint, materials, etc.
3. Colored drawings illustrating the size, height and completed appearance of the proposed work (10 color copies must be submitted).
4. A site plan showing all existing and adjacent buildings and structures, as well as drawings of the proposed work.

(OVER)

5. In cases where the application is for demolition, the necessity for the demolition shall be justified in writing. This shall include at a minimum:
 - A. A detailed structural analysis conducted by a licensed architect or structural engineer.
 - B. The reasons for the building's demolition and the urgency for so doing.

6. Any other information deemed necessary by the Commission. This should include information and materials to assist the Commission in evaluating the proposal based on the following factors:
 - A. Adverse impacts to the historical integrity of the property or structure shall be minimized.
 1. Changes to the defining characteristics of the building or site shall be minimized.
 2. Removal of historic materials and features of the building or site shall be minimized.
 3. Historic materials shall be retained where possible. Where not feasible, compatible materials shall be encouraged.
 - B. The proposed work shall be compatible with the property or structure itself, as well as the surrounding neighborhood or district. Consideration shall be given to exterior design, site layout, proportion, detail, scale, color, texture, and materials.
 - C. Landscaping shall be compatible with the historic character of the property itself, as well as with the surrounding neighborhood or district.
 - D. The style, materials, size and location of signs shall be compatible with the historic character and scale of the property or structure as well as the surrounding neighborhood or district.
 - E. The Historic Preservation Commission must consider the property's suitability for preservation or restoration; educational value; cost for preservation or restoration; cost of acquisition, restoration, maintenance, operation, or repairs; possibilities for adaptive or alternative use of the property; appraised value and administrative and financial responsibility of a person or organization willing to underwrite all or a portion of such costs.

7. A title report, property deed, or other legal documentation of ownership of the site in question, whether freehold, option, or lease.

PLEASE NOTE: Issues relating to access to or encroachments upon public rights-of-way are not within the purview of the Historic Preservation Commission. Such matters must be reviewed and decided by separate application to the City Council.

The approval of this application does not permit the violation of any federal or state codes, any section of the Building Code, or other Pocatello Municipal Codes as adopted. Approval of this landuse permit does not exempt applicant from the provisions of the federal Fair Housing Act or ADA requirements. Further, other conditions, requirements, etc. may be imposed as part of the building permit process.

This application shall not be considered complete (nor will a hearing be scheduled) until all required information has been submitted and verified.

I hereby acknowledge that I have read this application and state that the above information is correct and I agree to the above terms and conditions. I am also aware the applicant or a representative must be present at the Historic Preservation Commission meeting.

Signature of Building/Property Owner(s):

 1-12-16

IMPORTANT: Should the Commission decline to issue this certificate, applicants may appeal to the City Council by written request submitted to the Planning & Development Services Department within forty-five days.



United States Department of the Interior
Heritage Conservation and Recreation Service

National Register of Historic Places
Inventory—Nomination Form

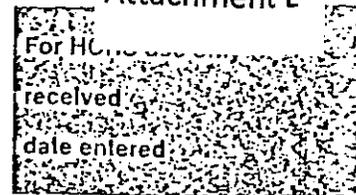
Pocatello Historic District

Continuation sheet

Item number 7

Page 14

Attachment E



56. East corner of Lander Street and Arthur Street
Built after 1931

This is a brick annex constructed behind Trinity Episcopal Church some time after 1931. The newer building imitates the form, scale, and ornamentation of the original building.

57. 228 North Arthur Street

Intrusion

This one-story structure has been totally remodeled with an aluminum and glass facade.

58. Fire Station 1
226 North Arthur Street
Built in 1902

Contributory

The first story of this fire station has been stuccoed, but the garage door, the corbelled brick pilasters, and the second-floor double-hung sash windows all remain intact and visible. The station is two stories tall, constructed of red brick.

Originally this building served as the west-side fire engine house.

59. North corner of Arthur Street and Clark Street
Built in 1915-1916

Contributory

This two-story brick building has seen only minor alterations. Some of the early store fronts and the original bracketed tin cornice remain intact and visible.

The second floor of the building served as lodge hall for Pocatello Aerie 119 of the Fraternal Order of Eagles. In 1927 the first floor of the building housed Hemsted Brothers, the Modern Barber Shop, and Lynn Brothers Hospital.

60. North corner of Arthur Street and Center Street
Built between 1979 and 1982

Compatible

The materials, scale, and classicism of this columned concrete building make it fit very well into the surrounding streetscape, which includes the classicism of the Valentine Building directly across Center Street.

DRAFT

HISTORIC PRESERVATION COMMISSION
Wednesday, February 3, 2016 - 6:00 p.m.
City Council Chambers
911 N. 7th Avenue
Pocatello, ID

Attachment F

The meeting began at 6:00 PM

PRESENT: Jacquee Alvord, Stephanie Christelow, Latecia Herzog, Mary Kuehler, Nick Nielson, and Kelsey Stenersen.

EXCUSED: Jeffrey Jimenez.

STAFF: Aceline McCulla and Terri Neu.

GUESTS: Dave Katzin and Shane Martin of Sign Up

AGENDA ITEM #1: DISCLOSURE OF CONFLICT OF INTEREST AND EX-PARTE CONTACT

Disclose financial or personal interests in items on the agenda and disclose who was talked to, the basic substance of the conversation and whether the conversation had any influence. Disclose if a site visit was done, location(s) of the visit and what was seen.

None of the Commission members had anything to report.

AGENDA ITEM #2: CERTIFICATES OF APPROPRIATENESS

- A. Stan Gates requests a certificate of appropriateness for a mural that has been painted on the north side of 226 N. Arthur Avenue, Fire Station One.

Nielson noted Stan Gates was not present and asked Terri Neu if she would be postponing this item. **Neu** stated she would. Neu did send the agenda and materials to Stephanie Palagi and let her know Neu did not have Gates' address.

Terri Neu, Assistant Planner with the City of Pocatello, noted that the Commission does not usually take public comments; however, Neu received telephone calls from Sally Gasser of the Arts Council and Frank Anderson, who expressed they would like to see the mural stay. Mayor Blad had asked Gates to apply for the Certificate of Appropriateness. Neu commented that Gates was going to call the media and sand blast the wall or paint over the mural without applying for a Certificate of Appropriateness. **Nielson** asked that this be tabled until Gates could be reached and personally appear to discuss this item.

Kuehler motioned and **Christelow** seconded to postpone Agenda Item 2A until Stan Gates had the opportunity to appear in front of the HPC. Motion passed unanimously.

- ~~B. Shane Martin of Sign Up Signs and Graphics, representing Pocatello Co-Op, requests a certificate of appropriateness and sign permit for new window signs and to reface a projecting sign at 308 E. Center Street, Church-White Building.~~

~~**Shane Martin** with Sign Up Signs and Graphics, 3275 Highway 30 West, Pocatello stated that he sought approval for the Pocatello Co-Op's new signage at the 308 East Center Street location. A one-sided vinyl decal would be adhered to the existing white frame, the graphic as depicted on the lower portion of the windows, and the door logo. **Herzog** clarified that only one side of the double-sided sign would be~~

HISTORIC PRESERVATION COMMISSION
Wednesday, February 17, 2016 - 6:00 p.m.
City Council Chambers
911 N. 7th Avenue
Pocatello, ID

START RECORDER

The meeting began at 6:02 PM

PRESENT: Jacquee Alvord, Stephanie Christelow, Jeffrey Jimenez, Mary Kuehler, Nick Nielson, and Kelsey Stenersen.

EXCUSED: Latecia Herzog.

STAFF: Aceline McCulla and Terri Neu.

GUESTS: Councilman Michael Orr

DRAFT

AGENDA ITEM #1: DISCLOSURE OF CONFLICT OF INTEREST AND EX-PARTE CONTACT

Disclose financial or personal interests in items on the agenda and disclose who was talked to, the basic substance of the conversation and whether the conversation had any influence. Disclose if a site visit was done, location(s) of the visit and what was seen.

None of the Commission members had anything to report.

AGENDA ITEM #2: CERTIFICATES OF APPROPRIATENESS

A. Stan Gates requests a certificate of appropriateness for a mural that has been painted on the north side of 226 N. Arthur Avenue, Fire Station One.

Stephanie Palagi of Old Town Pocatello, representing Stan Gates, Pocatello, explained that the interior and exterior of the historic firehouse building was damaged from exposure and the brick could not be repointed. Gates had two options, a stucco siding finish or a concrete plastic cover and Gates chose to paint a mural instead of a solid color. Palagi was asking for a Certificate of Appropriateness after the fact, as the mural was already installed. **Alvord** asked Palagi why Gates did not come to the HPC prior to doing the work. Palagi stated that they had that discussion and for future projects, an application would be submitted in a timely manner. **Palagi** believed Gates did not think he needed to ask permission. **Alvord** made a personal comment that she thought a mural of the old firehouse would have been more appropriate than a herd of horses. **Nielson** noted Gates prominence in the downtown area, but wanted to know if this sort of thing would be done again in the future. Palagi clarified that Gates would apply for permission prior to doing future work. **Palagi** stated a meeting was held a few weeks ago with Mayor Blad, Lon Crowell, Lynn Transtrum, Stephanie Palagi, and Stan Gates and it was stressed to Gates that applications would need to be applied for and approved prior to any projects being done by Gates. **Alvord and Christelow** did not feel that the mural fit the integrity of the Historic Downtown. **Nielson** stated this item was postponed so the HPC could speak with Mr. Gates at this evening's meetings. **Nue** stated Mr. Gates did not want to appear in front of the HPC, and Palagi was asked to represent Gates. **Palagi** stated Gates completed and signed the application and she was his representative. **Christelow** stated that if this were approved today it would need to be stated it was a one-time exception and may not happen again in the future. **Alvord** stressed that Palagi needed to inform property owners in the Downtown Historic District and Old Town Pocatello that renovating, painting, and building projects as well as signage requires an application to be heard by the HPC prior to beginning any work on buildings. **Neu** stated that murals could not be painted without permission and a sign exception approved by the Hearing Examiner in other parts of town. **Palagi** stated it could go through the chain of command to the City Council. **Nielson** asked if someone painted a mural outside the

Historic District what would happen. **Neu** stated that would fall under Code Enforcement. Once a complaint has been received, it is turned over to Code Enforcement. In the Downtown Historic District, the HPC is the first step in the Code Enforcement process. **Councilman Michael Orr** stated additional requirements were followed in the Downtown Historic District, and he asked if Gates or the City own that building. **Palagi** stated Gates purchased it 1 1/2 years ago. **Orr** stated he would approve the mural if it came to City Council.

Terri Neu, Assistant Planner, City of Pocatello, stated she had no additional comments.

Kuehler motioned and **Jimenez** seconded to deny the Certificate of Appropriateness. Those in favor: Christelow, Jimenez, Kuehler, and Nielson. Those against: Alvord and Stenersen. Motioned passed.

B. **Dave Katzen** of Sign Up Signs and Graphics, representing KVUI, requests a certificate of appropriateness and sign permit for a face change on the existing projecting sign at 101 S. Main Street, the Central Building.

Dave Katzen of Sign Up Signs and Graphics stated he represented KVUI and requested a certificate of appropriateness and sign permit to reface an existing sign. The sign is approximately 30 inches x 60 inches, is a solid panel opaque substrate with their logo, on a double-sided sign going into an existing cabinet. They will remove the previous company's signage and replace it with KVUI's new signage.

Terri Neu, Assistant Planner, City of Pocatello, stated staff requested the background of the sign be opaque to reduce light spillage. **Katzen** acknowledged staff's notes and changed the sign accordingly per staff's request.

Kuehler motioned and **Christelow** seconded to approve the signage as presented, per staff recommendations and conditions, and have Chair Nielson sign the Certificate of Appropriateness. Those in favor: Alvord, Christelow, Jimenez, Kuehler, Nielson, and Stenersen. Motion passed unanimously.

AGENDA ITEM #3: CALENDAR OF EVENTS

3/4 – Idaho Day – **Neu** stated that Alvord had spoken with Jim Johnston, who will make the proclamation on the fourth at City Hall, based on the theme of Hometown Heroes. It was recommended to honor James Johnson, Pocatello World War II Medal of Honor winner. Other possible candidates included Tom Whittaker, who climbed Mount Everest and started the CW HOGG program within ISU for disabled people and the community, Doug Milder, ISU Campus Recreation Director, and Carrie French, of Caldwell, Idaho, who received the posthumous award for first woman from Idaho to die in the Iraq War.

Lynn Murdock would represent the Bannock County Museum and she would get a member from the society to be a representative also, preferably Rulon-Ellis.

Mike O'Donnell would write articles on Idaho Day and write separate articles on the heroes honored.

Lynn Murdock would set up a display at the Whitman Hotel.

Chairman Orr mentioned there was another woman to be considered as a hero, she was a nurse in Iraq. Orr could not recall her name but would do some research and get the information to Alvord.

2/18 - Myers Anderson Open House, 4-7 p.m. at their new location.

AGENDA

ITEM

NO. 10

**REAL COVENANT AND
ANNEXATION AGREEMENT**

THIS AGREEMENT and Real Covenant is entered into this 3rd day of March, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "the City," and Pocatello Creek Development Company, as vested owner of the real property which is the subject of this Agreement, hereinafter referred to as "Owner", and Satterfield Realty and Development, Inc., as future vested owner and developer of the subject property of this Agreement, hereinafter referred to as "Developer";

WHEREAS, the Owner and Developer desire to develop a piece of real property recently annexed into the current city limits under City of Pocatello Ordinance No. 2964, which real property was situated contiguous to the existing corporate City limits prior to its annexation, is within the Pocatello Area of City Impact and the Urban Service Boundary as depicted on the Comprehensive Plan Map and which is within reasonable distance of City water and sewer services; and

WHEREAS, the Developer would like to make City services available to the property the Developer wishes to develop; and

WHEREAS, the City believes it is in the best interests of the entire community to enter into this agreement and cooperate with the private sector to ensure orderly growth, protection of the aquifer, and responsible foothills development for its citizenry; and

NOW, THEREFORE, the parties agree as follows:

1. This covenant to pay for and provide for improvements which are required by City Ordinance and by the terms herein expressly creates a lien on said real property to secure performance of the covenant, which lien shall encumber and run with the land which is the subject of this annexation until the terms of this Agreement are deemed satisfied by the City.
2. All annexation requirements set out in the Idaho State Code must be met. All costs of annexation shall be borne by the Developer. The real property to be annexed is described in Exhibit "A", attached hereto and incorporated herein.
3. Pursuant to the City Council's Decision for "Wet Water" Development Credit dated February 5, 2015, the Developer shall receive a "wet water" credit for 135 residential lots in lieu of the requirements of Resolution 2006-02. The number of residential lots in Crestview Estates Division 1 shall be deducted from this established credit and the balance thereafter will be utilized with future development phases by Pocatello Creek Development Company and Satterfield Realty and Development, Inc. As of the date of this Agreement, the "wet water" credit balance is 92 lots.
4. Developer will be required to pay the costs of water delivery infrastructure and waste water disposal infrastructure to the development. In addition, the Developer is required to construct public roads and dedicate rights-of-way as determined by the City to be sufficient for public travel, and to provide easements necessary for all infrastructure.

5. No building permits for individual lots shall be issued until plat improvements are in place and all said public infrastructure has been inspected and approved.

6. The Development must meet all other local, state, and federal regulations, as applicable. Developer must provide proof of applicable review and approval by the appropriate jurisdictions, as applicable.

7. In the event the Owner or Developer fails to comply with any of the provisions of this Agreement, the City has the right to impose any or all of the following measures:

- a) Revocation of final plat approval (if unrecorded as of date of revocation), or other required development approvals; and
- b) Termination of any or all City services, including but not limited to, water and sewer.

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

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

POCA TELLO CREEK DEVELOPMENT
COMPANY, as Owner, and
SATTE RFIELD REALTY AND
DEVELOPMENT, INC., as Developer,

RYAN S. SATTE RFIELD, in his capacity
as President of both entities

ATTEST:

TARA A. SATTE RFIELD, as Secretary of
both entities

Exhibit "A"

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, SAID CORNER BEING MARKED BY A 5/8 INCH REBAR WITH A 2 INCH ALUMINUM CAP MARKED LS 942 AS PER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 94012405; THENCE SOUTH 0°00'43" WEST (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) A DISTANCE OF 2633.63 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 7 BEING MARKED WITH A BLM BRASS CAP MONUMENT AND ORIGINAL STONE AS PER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 628488; THENCE SOUTH 83°30'09" WEST A DISTANCE OF 1981.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 435.30 FEET TO A POINT ON THE PRESENT CITY LIMITS LINE DESCRIBED IN THE CITY OF POCATELLO ORDINANCE NO. 2786, RECORDED AS INSTRUMENT NUMBER 20526077;

THENCE FOLLOWING THE CITY LIMITS LINE AS DESCRIBED IN SAID INSTRUMENT OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 89°57'54" WEST A DISTANCE OF 732.10 FEET;
2. SOUTH 0°00'05" WEST A DISTANCE OF 266.21 FEET (RECORDED AS 265.95 FEET) TO A POINT ON THE NORTHERLY BOUNDARY OF SUNBROOK SUBDIVISION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 20326920;

THENCE SOUTH 84°28'14" WEST, FOLLOWING THE NORTHERLY BOUNDARY OF SAID SUNBROOK SUBDIVISION, A DISTANCE OF 294.26 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CRESTVIEW PARK - 1ST ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 739054;

THENCE FOLLOWING THE EASTERLY BOUNDARY OF SAID CRESTVIEW PARK- 1ST ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 280.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF LOIS LANE;
2. CONTINUING NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF LOIS LANE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF CRESTVIEW PARK 2ND ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 91007983;

THENCE FOLLOWING THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID CRESTVIEW PARK 2ND ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 82°39'12" EAST A DISTANCE OF 25.00 FEET;
2. NORTH 7°20'48" WEST A DISTANCE OF 501.00 FEET TO A 1/2 INCH REBAR WITH PLASTIC CAP STAMPED LS 977, SAID POINT BEING THE EASTERLY POINT OF THE DIVIDING LINE BETWEEN LOTS 5 AND 6, BLOCK 7 OF SAID CRESTVIEW PARK 2ND ADDITION;

THENCE NORTH 82°14'22" EAST A DISTANCE OF 681.22 FEET;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 252.79 FEET;

THENCE NORTH 80°32'29.11" EAST A DISTANCE OF 347.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.44 ACRES, MORE OR LESS.

AGENDA

ITEM

NO. 11

Collective Bargaining Agreement

Between the

International Association of Firefighters
Pocatello Firefighters Local #187



And the

City Of Pocatello



for the fiscal year

October 1, 2015 to September 30, 2016

Table of Contents

ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY	3
ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE.....	4
ARTICLE 3 - UNION RECOGNITION	5
ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE.....	5
ARTICLE 5 - UNION BUSINESS	6
ARTICLE 6 - DISCRIMINATION.....	6
ARTICLE 7 - NO STRIKE.....	8
ARTICLE 8 - REGULAR WORK WEEK	8
ARTICLE 9 - BASE PAY	9
ARTICLE 10 - LONGEVITY PAY AND BILINGUAL INCENTIVE PROGRAM.....	9
ARTICLE 11 - HOLIDAY PAY.....	10
ARTICLE 12 - EXTRA DUTY.....	10
ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC).....	12
ARTICLE 14 - CLOTHING ALLOWANCE	13
ARTICLE 15 - MILEAGE ALLOWANCE.....	15
ARTICLE 16 - VACATIONS, BIRTHDAY HOLIDAY, KELLY DAYS	15
ARTICLE 17 - ACCUMULATION OF SICK LEAVE.....	16
ARTICLE 18 - MEDICAL COVERAGE PROGRAM	18
ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND EDUCATION.....	20
ARTICLE 20 - STAFFING POLICY	21
ARTICLE 21 - SHIFT CHANGE	21
ARTICLE 22 - PROMOTIONS	22
ARTICLE 23 - LIMITED DUTY.....	33
ARTICLE 24 - LAYOFF AND RECALL	34
ARTICLE 25 - PREVAILING RIGHTS.....	35
ARTICLE 26 - SETTLEMENT OF DISPUTES & DISCIPLINE.....	35
ARTICLE 27 - SUBSEQUENT CONTRACTS.....	38
ARTICLE 28 - HEALTH AND SAFETY	39
ARTICLE 29 - RESIDENCY REQUIREMENT.....	43
ARTICLE 30 - IAFF-FC DEFERRED COMPENSATION PLAN.....	43
ARTICLE 31 - POST EMPLOYMENT HEALTH PLAN.....	43
ARTICLE 32- SOCIAL SECURITY REPLACEMENT.....	44
ARTICLE 33- REASONABLE SUSPICION DRUG AND ALOCHOL TESTING.....	42
ARTICLE 34- SAVING CLAUSE	44
ARTICLE 35 TERMS OF AGREEMENT	47
ARTICLE 36- PROCEDURAL AGREEMENT	47

COLLECTIVE BARGAINING AGREEMENT

This Agreement entered into this _____ day of March 2016, by and between the City of Pocatello, hereinafter referred to as the "City", and Firefighters Local Union #187, an affiliate of the International Association of Firefighters AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1 - PURPOSE AND WARRANTY OF AUTHORITY

Section A. The purposes of this agreement are to promote and improve the relations among the City, its employees, and the Union; to establish a formal understanding relative to all conditions of employment; and to provide the means of amicable and equitable adjustment of any and all differences or grievances which may arise, all of which the parties hereto believe and affirm will be to the welfare of the citizens of Pocatello, Idaho.

The primary function of the Fire Department is the protection of life and property, and due to the hazardous nature of the firefighter's duty, the most qualified individuals should be in each position. It is necessary for the public benefit that the Fire Department works as an integral unit in carrying out this function and that the service not be broken up into small, individual, separate and distinct divisions which act on their own; the entire department must be able to function as a unit.

Section B. The parties signing this Agreement on behalf of the City and the Union, respectively, declare they are executing this Agreement by authority granted from their respective bodies and pursuant to the obligations set forth in Idaho Code Section 44-1801 et seq.,

1 and are acting in good faith with the intent to bind the respective parties and fully perform the
2 Agreement.

3 **Section C.** It is also agreed that where there are clear differences in the wording and the
4 text of the Firefighters' Collective Bargaining Agreement, Pocatello Fire Department Standard
5 Operating Procedures, Fire Civil Service Rules, and the Personnel Policy Handbook, the
6 Firefighters' Collective Bargaining Agreement shall supersede. However, all parties at the time
7 of contracting should make every effort to point out differences so that the Firefighters'
8 Collective Bargaining Agreement, Fire Department Standard Operating Procedures, Fire Civil
9 Service Rules, and the Personnel Policy Handbook are not in conflict. The provisions of the
10 Personnel Policy Handbook will not be in effect until agreed upon by the Union.

11 **ARTICLE 2 - MANAGEMENT RIGHTS CLAUSE**

- 12 1. It is understood and agreed that the City possesses the sole right to operate the Fire
13 Department and that all management rights repose in it, but such right must be
14 exercised consistently with other provisions of this Contract. These rights include,
15 but are not limited to, the following: Discipline or discharge for just cause;
- 16 2. Direct the work force;
- 17 3. Determine the objective of the Fire Department;
- 18 4. Determine the methods, means, number of personnel needed to carry out the Fire
19 Department's objectives;
- 20 5. Introduce new or improved methods of facilities; and
- 21 6. To take whatever actions necessary to carry out the objective of the Fire Department
22 in situations of emergency.

1 To aid in the consistent and efficient operation of the Pocatello Fire Department, a
2 complete Book of Standard Operating Guidelines shall be maintained. A copy shall be kept at
3 each station, the Chief's office, Union and Civil Service. Proposed changes to working
4 conditions shall be agreed upon prior to implementation.

5 **ARTICLE 3 - UNION RECOGNITION**

6 The City recognizes, after a fully-conducted election held August 3, 1970, the above
7 named Firefighters Local Union #187 as being designated and selected by a majority of the
8 Firefighters of the City Fire Department for the purpose of negotiating wages, rates of pay,
9 working conditions, and all other terms and conditions of employment. The bargaining unit shall
10 include all those employees who are in the classifications set out in Schedule E of this
11 Agreement.

12 **ARTICLE 4 - UNION UNIFORM MONTHLY SERVICE CHARGE**

13 **Section A.** The Union shall request present and future bargaining unit members to pay to
14 the union a uniform monthly service charge. For Union members that service charge will
15 constitute that member's Union dues, fees, and assessments. The Union shall request each
16 bargaining unit employee to sign and submit to the city a written authorization authorizing the
17 deduction and remittance of this uniform monthly service charge from his/her wages/salary. Any
18 such authorization shall remain in effect until and unless revoked by the employee by giving
19 written notice of such revocation to the City.

20 **Section B.** In the event that during the term of this Agreement the provisions of Idaho
21 Code Sections 44-2001, et seq., are modified legislatively, judicially, or otherwise so as to allow
Collective Bargaining Agreement, approved by Council on March 3, 2016 : Page 5

1 the imposition of a mandatory uniform monthly service charge as a condition of employment or
2 continuation of employment, the Union and the City shall, at the Unions request, immediately
3 meet and negotiate a replacement Article 4 requiring same.

4 **Section C.** The City agrees to deduct the amount legally deductible for uniform monthly
5 service charges, in amounts specified by the authorized officer of the Union, from the pay of
6 bargaining unit employees upon written authorization from the employee. The City further
7 agrees to remit those amounts monthly to the Secretary-Treasurer of the Union by the 15th of the
8 following month.

9 **ARTICLE 5 - UNION BUSINESS**

10 Time off with pay shall be granted to members in the following manner. The Union
11 Negotiating and/or Grievance Committees while in actual negotiations (meetings shall be
12 scheduled as equally as possible between the three platoons at the convenience of both parties) or
13 handling of grievance problems with management. P.F.F.I. or required meetings, when meetings
14 fall on his/her scheduled work shift. Two personnel per shift will be guaranteed time off for the
15 spring and fall P.F.F.I. conventions. Requests for time off for union business for meetings other
16 than the spring and fall P.F.F.I. conventions will be granted for one employee per shift for three
17 additional union functions; other requests will be considered as travel requests and granted
18 following the Union Contract and minimum manning guidelines.

19 **ARTICLE 6 - DISCRIMINATION**

20 **Section A.** The City and the Union agree to provide equal opportunity to all employees
21 and applicants for employment without regard to race, color, religion, gender, sexual orientation,
Collective Bargaining Agreement, approved by Council on March 3, 2016 : Page 6

1 gender identity, national origin, age, physical or mental disability, veteran's status or other bases
2 protected by law and to base all employment decision solely on merit, qualification, and
3 competence. To this end, the City and Union agree that there will be no discrimination against
4 any applicant or employee because of race, color, religion, gender, sexual orientation, gender
5 identity, national origin, age, disability, veterans status or other bases protected by law. The City
6 of Pocatello Personnel Policy, rather than the grievance procedure outlined in Article 27, shall be
7 utilized for complaints of this nature.

8 **Section B.** All members are expected to conduct themselves in support of the spirit
9 of this policy and to ensure the work environment is free from intimidation and illegal
10 harassment. Hiring, promotions, salary adjustments, on-the-job training, and other decisions
11 affecting terms and conditions of employment depend solely on merit, qualifications, and
12 competence.

13 **Section C.** It is recognized that the City must comply with the statutory provisions of the
14 Americans with Disabilities Act (ADA) and the Age Discrimination in Employment Act
15 (ADEA). However, in complying with the provisions of the ADA or ADEA, the City agrees not
16 to violate any federal or state statutes, local ordinances, or the terms of this collective bargaining
17 agreement or memorandum of understanding.

18 Should the City desire to change any current policy or practice in order to comply with
19 the provisions of ADA or ADEA, the City will present the Union appropriate legal memoranda
20 and supporting legal documentation stating the basis necessitating the change in a current
21 practice or policy.

1 **ARTICLE 7 - NO STRIKE**

2 During the term of this Agreement, no firefighter shall strike or recognize a picket line of
3 any labor organization while in the performance of his/her official duties. The parties agree to
4 abide by Idaho Code Section 44-1811.

5 **ARTICLE 8 - REGULAR WORK WEEK**

6 The regular work week for each employee is one twenty-four (24) hour period every
7 other day for five (5) days, followed by four (4) consecutive twenty-four (24) hour days off,
8 consisting of 72 hours actually worked in every nine (9) day period, or a 2912 hour work year,
9 except for the 40 hour per week employees. FLSA requirements are in effect and the workweek
10 for each employee is based on seventy-two (72) hours actually worked in each nine (9) day
11 period established by the City, except for the 40 hour per week employees.

12 The FLSA nine (9) day work period begins on the following dates for fiscal year 2016:
13 Platoon A is September 23, 2015; Platoon B is September 26, 2015; and Platoon C is September
14 30, 2015.

15 It shall be the Fire Chief's prerogative to transfer any person temporarily from the
16 Training or Fire Prevention Division sector to a fire combat status as long as it does not disrupt
17 the regular crew of the apparatus or platoon, thus maintaining the step-up procedure.

18 It is further agreed that when circumstances in the opinion of the Fire Chief warrant, a
19 forty (40) hour employee may have his/her normal 8:00 a.m. to 5:00 p.m. work period changed
20 through regular scheduling.

1 **ARTICLE 9 - BASE PAY**

2 **Section A.** Employees shall receive base pay in accordance with Schedule A of this
3 Agreement. Employees advancing in rank shall not have their pay decreased.

4 **Section B.** Employees not working due to a condition covered under the State Workers
5 Compensation will continue to receive their full salary.

6 **Section C.** Employees shall participate in mandatory direct payroll deposit. This plan
7 shall make the employee's deposit available no later than the normal pay date. Paycheck stubs
8 will accurately itemize and display income, insofar as there is sufficient space on the existing
9 stub forms.

10 **ARTICLE 10 - LONGEVITY PAY AND BILINGUAL INCENTIVE**

11 **PROGRAM**

12 **Section A.** Every employee, who during the budget year completes five (5) years of
13 service, shall receive longevity pay. The following formula will be used to calculate longevity
14 pay: $.005 \times \$2183.15 \times \text{years of service}$. The "\$2,183.15" is an index number that shall be
15 adjusted by such cost of living increases as are approved by the City Council. Such longevity
16 pay will be effective the first pay period of fiscal year 2016.

17 **Section B.** In addition to any longevity pay provided in Section A above, paramedics
18 shall be paid a percent of base pay per year of service as a paramedic according to Schedule F:
19 1% after 2 years, 2% after 4 years, thereafter an additional 1% per year up to a maximum of
20 13%. (See Schedule B.)

1 combine overtime pay and compensatory time in the same pay period. When an employee is
2 discharged, resigns, or retires, he/she shall receive pay in lieu of accrued comp-time per the
3 following formula: $\text{Base pay}/2080=\text{hourly rate} \times \text{number of accrued hours}$.

4 **Section C.** Any employee who is called back to work from off duty shall be paid at least
5 two hours minimum at the employee's overtime rate. This shall also include schooling and
6 training if an employee is assigned to attend. However, if school or training is made available to
7 personnel by bulletin and all tuition, travel expense, per diem and lodging expenses are assumed
8 by the City, then no other overtime as required herein shall be paid. Call back and overtime
9 work shall be distributed equally to employees when at all feasible.

10 **Section D.** The positions of "*Day Captains*" shall receive special assignment pay equal
11 to 9.2% of their base pay

12 **Section E.** If off duty, employees will receive extra duty compensation for attending
13 court proceedings if they receive a subpoena. The reason for the subpoena must be directly
14 related to on-duty actions or observations.

15 **Section F.** Any employee who is assigned to work, as the Captain in charge of Station
16 Four, shall be paid an additional \$0.50 per hour special assignment pay.

17 **Section G.** Any employee who is detailed out on contracted work including too but not
18 limited to Department of Lands, U.S. Forest Service, BLM, State of Idaho... shall be
19 compensated Portal to Portal.

1 **ARTICLE 13 - WORKING OUT OF CLASSIFICATION (WOOC)**

2 **Section A.** Qualified Firefighters, Driver/Operators, Paramedics and Captains shall
3 become eligible for additional compensation when working above his/her normal classification
4 as follows:

- 5 1. Firefighter qualified to work on the ambulance; 0.41% of Base pay (paid biweekly).
- 6 2. Firefighter qualified to step-up to Driver/Operator and work on the ambulance; 2.24%
7 of Driver/Operator's Base pay (paid biweekly).
- 8 3. Driver/Operator qualified to step-up to Captain; 2.94% of Captain's Base pay (paid
9 biweekly).
- 10 4. WOOC Paramedics and Captains shall be paid at the pay rate for the position worked.
- 11 5. Firefighters or Driver/Operators certified to work the position of paramedic with
12 Pocatello Fire Department shall be paid at the pay rate for the paramedic position
13 worked.

14 Any firefighters called in should work at the position of their rank, if possible.

15 Any firefighter assigned to a lower rank shall be paid at the rate applicable to his/her own level.

16 Driver/Operators and Firefighters will not be qualified for WOOC pay until certifying with the
17 Department's Step up certification program as agreed upon between the Fire Chief and the
18 Union. If it is necessary to temporarily transfer an officer into a regular crew, that officer shall
19 not be placed in a position which he/she has not qualified for in the past under Article 22 of the
20 Firefighters Collective Bargaining Agreement, except as specified below. Such temporary
21 assignment shall not be for a period of more than ninety (90) days without the mutual agreement
22 to such assignment of the Union.

1 **Section B.** Personnel requesting to join Hazmat Regional Response Team 6 shall do so
2 in compliance with the most current SOG Hazmat Technician Certification. The number of team
3 members will be determined by the Fire Chief based on the needs as identified by the Battalion
4 Chief over Hazmat. Firefighters who are qualified to the hazardous materials technician level as
5 defined in the most current SOG shall become eligible for compensation of \$10.00 per hour in
6 addition to their regular or overtime pay when the response is approved by the State Bureau of
7 Homeland Security and the City will be reimbursed by the State Bureau of Homeland Security.
8 The \$10.00 per hour compensation clause above may be unilaterally terminated by the City upon
9 notice by the State of Idaho that reimbursement will not be made to the City. Such termination
10 will be effective upon the date and time of notice to the Union, but any work already performed
11 shall be paid.

12 **Section C.** Personnel requesting to join the Idaho Technical Response Team (ITRT) 3A
13 shall do so in compliance with the most current SOG – Rescue Technician Certification. The
14 number of team members will be determined by the Fire Chief based on the needs as identified
15 by the Battalion Chief over ITRT.

16 **Section D.** Personnel requested to become Airport Rescue and Firefighting (ARFF)
17 certified shall do so in compliance with the most current SOG – ARFF Certification. The
18 number of ARFF certified members will be determined by the Fire Chief based upon the needs
19 as identified by the Battalion Chief over ARFF.

1 **ARTICLE 14 - CLOTHING ALLOWANCE**

2 Uniform standards are established by management. Changes in uniform policy that are
3 shown to result in costs which exceed the member's current clothing allowance shall be
4 negotiated. Each 24-hour shift employee required to be in uniform shall receive a clothing
5 allowance of \$29.07 per pay period. Each day-shift employee required to be in uniform shall
6 receive a clothing allowance of \$36.73 per pay period. The foregoing clothing allowances shall
7 be adjusted on an annual basis beginning with fiscal year 2014 by such cost of living allowances
8 as are approved by the City and the union.

9 New hires shall be reimbursed for uniforms that they purchase at the onset of their
10 employment to include the following:

- 11 4 pairs of trousers – either station or EMS style;
- 12 1 Long Sleeve Class B uniform shirt (cost of patches included);
- 13 1 Short Sleeve Class B shirt (cost of patches included);
- 14 1 Class B badge and nameplate;
- 15 6 Class D Long or Short Sleeve shirts (cost of screen printing included);
- 16 1 Sweat Shirt (cost of screen printing included);
- 17 1 Coat 5.11 Tactical Wear 3 in 1 style, or equivalent.

18 All protective clothing or protective devices required of any employee in the
19 performance of his/her duties shall be furnished to him/her by the City. All protective clothing
20 and safety equipment required by applicable federal or state regulations shall be paid by the City.

21 Any additional clothing requirements or personal equipment required by the City but
22 purchased by the employee must be approved by the Union.

1 obtained from the Fire Chief or Division Chief for more than three employees to be on vacation
2 from any one platoon.

3 **Section F.** Each employee in the bargaining unit will receive two (2) Kelly days per
4 year in addition to vacation, subject to Section E above. These forty eight (48) hours for those
5 on a seventy-two (72) hour FLSA period or these sixteen (16) hours for those who work forty
6 (40) hours per week will be subject to the same limitations and provisions as vacation days and
7 count toward the fifty (50) working days or twenty-five (25) shifts accumulation set out in
8 Article 16, Section D, above.

9 **Section G.** Vacation, Kelly days, and compensatory time may accumulate to the
10 maximum amount referred to in Article 16, Section D and Article 12, Section B except if an
11 employee is unable to use vacation, Kelly days, or compensatory time due to illness, injuries,
12 training schools, or similar situations whether on sick leave or worker's compensation and unable
13 to reschedule the same. If an employee is at maximum accumulation and illness, injury, training
14 school, or similar situations occur, preventing the employee from taking vacation, Kelly days, or
15 compensatory time, the vacation, Kelly days, or compensatory time will be carried over to be
16 used the following year or will be cashed out at the established rate if the employee is unable to
17 reschedule the same. If the employee does not return to work after this injury or illness, all
18 accumulated vacation time will be paid at the established rate (Article 16, Section C).

19 **ARTICLE 17 - ACCUMULATION OF SICK LEAVE**

20 **Section A.** Sick leave will accumulate at the rate of 5.539 hours per pay period for 72-
21 hour work period employees and 3.693 hours per pay period for 40-hour work week employees.

1 Sick leave may be taken only in one hour increments. The verification of a member's illness by
2 a physician or other compelling evidence may be required for any illness involving more than
3 two (2) consecutive shifts of work for 72-hour employees at the discretion of the Fire Chief or in
4 accordance with the Family Medical Leave Act.

5 **Section B.** Any employee, upon retirement from employment with the City, shall
6 receive pay for accumulated sick leave at the rate of 20% for the first 600 hours (shift)/400 hours
7 (day) of accumulated sick leave, 30% for the second 600 hours (shift)/400 hours (day), and 40%
8 for all remaining hours. Receipt of such sick pay is contingent upon the retiree first submitting a
9 written notice of retirement to Human Resources no later than April 1. Such sick leave payment
10 will be available after retirement at any time after October 1, upon written request.

11 Formula for Calculation of Amount:

12 Base pay + Longevity x 26 = annual salary.

13 Shift employees: Annual salary/2912 = hourly rate

14 Day employees: Annual salary/2080 = hourly rate

15 20% of 600/400 hours x hourly pay =

16 30% of 600/400 hours x hourly pay =

17 40% of balance x hourly pay =

18 Total _____ x 1.0765=

19 AMOUNT DUE = \$

20

21 • The 1.0765 calculation will only apply to monies put into the WSCFF MERP

1 (b). Retirees will be required to pay for the program premiums.

2 (c). This coverage terminates when the retiree becomes eligible for Medicare.

3 **Section D.** The City will make available, at no cost to the employee, medical tests
4 including Blood Chemistry, CBC, Cardiac Profile, Prostate-Specific Antigen, Occult Blood,
5 Thyroid (T-4). These tests will be made available at the Annual City Health Fair or another
6 program organized by the City.

7 ***COMMENCING ON OCTOBER 1, 2016 THE FOLLOWING WILL BE ARTICLE 18***

8 **Section A.** The City agrees to pay medical premiums for employees covered by the
9 Northwest Fire Fighters Benefits Trust, premiums shall be paid into the Northwest Fire Fighters
10 Benefits Trust.

11 On the first payroll of each fiscal year, the City shall submit for deposit \$2000.00 into the
12 individual VEBA health reimbursement accounts for all members.

13 **Section B.** All Savings incurred by the City of Pocatello above twenty five thousand
14 (\$25,000.00) received by members being the NWFFT, shall be divided equally amongst the
15 members and deposited in the individuals VEBA accounts.

16 **Section C.** The City will provide “Delta Dental Low” coverage for all employees. The
17 City will also pay approximately one half of the premium, if the employee elects dependent
18 coverage and the employee pays the balance of the premium for this coverage. The employee
19 may also elect to pay the additional premium to upgrade coverage to “Delta Dental High” at
20 his/her own expense.

1 **Section D.** Should at any time the NWWFT Cost become greater than they would be if
2 Members were covered under the current Medical Coverage offered to other city employees the
3 contract will be opened to negotiate such impact.

4 **ARTICLE 19 - PHYSICAL TRAINING, RECREATION, AND**
5 **EDUCATION**

6 **Section A.** The City shall issue a \$1500.00 check to the Union during the first pay period
7 in October for physical training and recreation.

8 **Section B.** Members are eligible to participate in the City's Educational Program with
9 the following conditions:

10 Qualifications: Full-time employment for a period of at least one full year prior to
11 commencement of classes and no educational funding from other sources (Veteran's benefits
12 scholarships, etc.). A maximum of \$3,000 per year is allowable for courses and books required
13 for an undergraduate degree, courses and books required for a certification, or courses and books
14 related to a member's current job. A maximum of \$5,000 per year is allowable for courses and
15 books required for an advanced degree.

16 Reimbursement is subject to departmental pre-approval, to the employee's receiving a
17 grade of "Pass" or "C" or better for vocational or undergraduate classes, or "Pass" or "B" or
18 better for graduate study. A copy of the transcript must be filed with Human Resources
19 following completion of the course(s) and will become a part of the employee's permanent
20 personnel file.

1 **ARTICLE 20 - STAFFING POLICY**

2 The Chief of the Department, as an administrative procedure, shall establish staffing
3 requirements. The City agrees to maintain current bargaining unit staffing levels during the term
4 of this contract, but if Bannock County fails to contract with the City of Pocatello for ambulance
5 service, this contract will be open for negotiation of bargaining unit staffing levels.

6 A representative from the union will have a seat in the process of hiring new Fire
7 Department employees who are covered by this Collective Bargaining Agreement and Assistant
8 Chiefs. Such union representative will participate in the interviews, the post interview
9 discussions and will have the right to express his/her opinions about the applicants. The union
10 recognizes that the Fire Chief or designee is solely vested with the authority to make all hiring
11 decisions.

12 In addition, a representative from the union will have a seat in the committee appointed
13 by the Mayor for the purpose of making recommendations to the Mayor for the selection and
14 hiring of new Fire Chiefs.

15 **ARTICLE 21 - SHIFT CHANGE**

16 Upon approval of the Battalion Chief, any employee will have the right to exchange
17 shifts or trade with any other employee. The practice of exchanging shifts or trading time will be
18 a voluntary program by the employees in order to permit an employee to absent himself/herself
19 from work to attend to purely personal pursuits.

1 eligible register may choose to decline the position of Fire Prevention Captain
2 without losing their position on the register. In that event, the promotion will be
3 offered to the next eligible candidate on the list. In any event, those who choose
4 to accept the promotion to the position of Fire Prevention Captain shall make a
5 commitment to remain in that position for a minimum of two (2) consecutive
6 years.

7 c. Fifteen (15) Driver Operators.

8 2. In order to be promoted to the positions above a candidate must attain the greatest
9 number of points, among those meeting all promotional eligibility requirements at the
10 time the vacancy occurs. Battalion Chief promotional will be made with only B and
11 D of the following formula.

12 **Points are to be determined from the following:**

- 13 A. Written examination100 points (approximately)
- 14 B. Staff interview50 points
- 15 C. Assessment Lab..... 475 points (approximately)
- 16 D. Department Seniority.....1 point for each complete year of service as
17 of the test date.

18
19 3. Eligibility Requirements pertaining to years of service, either in grade and/or with the
20 Pocatello Fire Department, are as follows: (at the time of promotion)

For promotion to:	Eligibility Requirements
DRIVER OPERATOR.....	A firefighter 1st class who has completed three (3) years in the department.
CAPTAIN.....	Any employee in the classified Service who has eight (8) years of classified service.

BATTALIAN CHIEF

Any employee in the classified Service who has twelve (12) years of classified service.

1 **Section C.** ELIGIBLE REGISTER:

2 1. Definition. An eligible register for promotions is a list of applicants who have
3 successfully completed the promotional exam. An eligibility register will be
4 established by Human Resources after each promotional process is complete, and
5 total points have been determined. The eligible register shall continue to be a bona
6 fide register until all applicants from the register have been promoted, or for two
7 years, whichever occurs first.

8 2. Examinations to develop an eligibility roster shall be given in March of even
9 numbered years, or when the eligibility roster has been exhausted if sooner. All
10 employees who meet, or will meet the eligibility requirements listed in Section B-3
11 for at least one year during this two year period will be eligible for the exam. At least
12 forty-five (45) calendar days prior to the examination, the staff will post in all fire
13 stations, a list of the source of material from which the written examinations are
14 taken. The criteria used in assessing points in the Staff Interview will be posted prior
15 to the interviews. The promotional exam must consist of a written examination and
16 may be supplemented with a practical examination at the discretion of the Fire Chief.
17 All applicants for promotional examination must be given the examination at the

1 same time. Only those applicants that participate in all parts of the promotional exam
2 will be eligible for promotion.

3 3. The order in which applicants appear on the eligible register shall be determined by
4 the total points attained from the written exam, staff interview, seniority points, and
5 the assessment lab. The applicant having the highest number of points shall be first on
6 the list. Seniority will be used to break ties with the person with more seniority being
7 placed higher on the list. The eligible register, will also list the employees eligibility
8 date. When a vacancy occurs, the Civil Service Commission will certify the top three
9 (3) names on the eligible register to the Fire Chief. The Fire Chief will choose for
10 promotion the person with the highest amount of points (Idaho Code 50-1605), who is
11 eligible for promotion on the date the vacancy occurred. If a person is not eligible at
12 the time of the vacancy, they will maintain their position on the list but will be passed
13 over for that promotion.

14 4. If a qualification program has been adopted by the department and agreed to by the
15 union, each candidate must meet the requirements under that program. Candidates
16 who do not meet those requirements will maintain their ranking on the list but will be
17 passed over for promotion until they are certified and another vacancy occurs.

18 5. Once the eligible register is completed, all promotions will be made the day the
19 vacancy occurs. If a vacancy occurs and the eligible register has expired, a valid
20 register will be developed according to Article 22 Section C. Once a valid register has
21 been developed, the promotion and the eligibility requirements will be retroactive to

1 the day the vacancy occurred. Each person promoted will serve on a probationary
2 status for a period of one (1) year.

3 **Section D.** PREPARATION OF EXAM:

4 1. In preparing questions to be used in an examination, the Human Resources staff shall
5 consult with the head of the department or his/her responsible subordinates and with
6 specially qualified persons or experts outside the Classified Service concerning the
7 duties of a position to be filled, the qualifications to be required of the applicants
8 thereof, the data upon which questions may be based; provided, however, he/she shall
9 not consult with any person participating in that particular examination. Prior to the
10 giving of an examination, all questions intended for use shall be in the exclusive
11 possession and control of the Human Resources Office, which shall be held strictly
12 responsible and accountable to the Commission for the secrecy thereof. If an outside
13 testing vendor is used for the written examination, administration of the examination,
14 including but not limited to question preparation, scoring, inspection of examination
15 papers, will be in accordance with the testing vendor's policies and practices.

16 (a) Examinations shall be held in the presence of one or more duly authorized
17 representatives of the Civil Service Commission.

18 (b) At the direction of the Examiner, time limits may be used in examinations. If
19 time limits are used, they shall be fixed by the Examiner who shall advise the
20 applicants at the time of assembling, and during examination give proper
21 notice of elapsed time and time remaining.

1 (c) Writing paper furnished by the Examiner shall be used exclusively by the
2 applicants. Unless otherwise specified in the announcement, pencils or other
3 necessary instruments will be furnished by Personnel Services. Mechanical or
4 electronic aids may be allowed at the discretion of the Commission.

5 (d) Books of reference or data of any kind shall not be used during any
6 examination, unless otherwise provided for in the announcement of the
7 examination.

8 (e) Written tests shall be done with pencil, indelible pencil, or ink as may be
9 prescribed by the examiner.

10 (f) All papers pertaining to a given test shall be distributed at the same time.

11 (g) Individual explanation to applicants shall be prohibited.

12 (h) Communication between applicants shall be prohibited.

13 (i) Applicants shall not leave the examination room without permission from the
14 duly authorized representative of the Commission.

15 (j) All examination papers shall be picked up upon the expiration of the time limit
16 set, if a time limit is used.

17 (k) Should an applicant withdraw from an examination, he/she shall turn in all
18 papers which he/she has received.

1 (l) In case of irregularity in an examination, the Examiner shall make a written
2 report thereof to the Commission and such report shall be filed with the
3 working papers of the examination. The Fire Chief and Union are to be
4 notified.

5 (m) Unnecessary conversation between examining personnel will be prohibited.

6 2. Scoring - Examination. The written portion of the examination shall be evaluated on a
7 percentage basis, each percentage point to be worth one (1) numerical point. The
8 percentage of correct answers shall be converted to numerical points. The written
9 score, the staff interview points, assessment lab score, and seniority points are
10 combined to form a total score.

11 3. Inspection of Examination Papers. Each applicant will be advised of his/her
12 examination and rating scores. The candidate will be permitted to inspect his/her own
13 written exam answer sheet in Human Resources under proper supervision. Written
14 examination papers shall be at all times in the charge of the Human Resources Office
15 and none of the papers shall be taken from Human Resources. Only the written portion
16 of the examination will be available for review by the candidate. The scores derived
17 from the assessment lab and Chief's interview will be discussed with each candidate in
18 a post-examination interview to be conducted by the Chief within thirty (30) working
19 days of the completion of the assessment lab. The purpose of this interview will be to
20 show the individual his/her areas of strengths and weaknesses. The records of an
21 examination are working papers and not public documents.

1 4. Protest on Manifest Errors in Grading. Request for review of the grading must be filed
2 with the Civil Service Commission, in writing, within ten (10) calendar days of the
3 date when the notice as to the standing of the applicant is sent out. No change in rating
4 will be made except for a manifest error in grading. The Civil Service Commission
5 shall have the power to correct any error and amend or revoke any schedule, list or
6 other paper or record where it appears that an error or injustice has been done. After an
7 eligible list has been so corrected, amended or revoked, notice shall be given to all
8 persons whose standings upon such list may be affected by the alterations. The reasons
9 for every such action shall be recorded in full in the minutes of the Civil Service
10 Commission.

11 5. Examination Papers Kept for Two Years. Examination papers of all applicants in any
12 examination shall be preserved for a period of two (2) years from the date of the
13 certification of the eligible register. Such examination papers shall be disposed of at
14 the discretion and by the direction of Human Resources. Any attempt on the part of an
15 applicant (either by himself or through others with his/her knowledge) to influence or
16 induce any examiner or employee thereof, to give applicant an undue advantage or to
17 accord a special rating on an examination, shall be cause for the rejection of the
18 applicant.

19 Section E. Assessment Lab: The assessment lab will be designed around the individual
20 position to be filled. The material shall pertain to the actual duties and responsibilities as well as
21 test for abilities in leadership, written and oral communications, problem solving, organization
22 and planning, interpersonal skills and other pertinent areas. There will be no take-home written

1 assignments; however, preparation for an oral presentation may be done at home using a variety
2 of visual aid. If an outside testing vendor is used for the assessment lab, development, content,
3 administration, and preparation will be in accordance with the testing vendor's policies and
4 practices.

5 **Section F.** FIREFIGHTER AND PARAMEDIC REQUIREMENTS:

6 Appointment to the following positions does not require an examination. Movement from
7 probationary to 2nd class firefighter and from 2nd class to 1st class firefighter does not constitute
8 a promotion. There is no probationary period for 2nd and 1st class firefighters.

9 CLASSIFICATION
10 Firefighter 2nd Class
11 Firefighter 1st Class
12 Firefighter Paramedic
13

14 Appointment to positions listed above shall fall within the Fire Chief's discretion.
15 Eligibility standards are listed below.

16 Firefighter 2nd Class: A probationary firefighter shall be eligible to move to 2nd
17 class firefighter upon satisfactory completion of one (1) year service as a Probationary
18 Firefighter and satisfactory completion of probationary requirements by written approval of the
19 Fire Chief.

20 Firefighter 1st Class: 2nd class firefighter shall be eligible to move to 1st class
21 firefighter upon completion of one (1) year service as 2nd Class and satisfactory completion of
22 2nd class requirements and receipt of written approval of the Fire Chief.

1 Firefighter Paramedic: Candidates for paramedic training shall be selected by the
2 Fire Chief. Preference shall be given, over lower classifications, to candidates who have finished
3 their 1st class Firefighter outlines. Final appointment shall be contingent upon compliance with
4 the State Board of Medicine requirements. Those who choose to accept the training of
5 paramedic shall make a commitment to remain in that position for a minimum of two (2)
6 consecutive years upon appointment to the position.

7 Fire Inspector Day Position: When a vacancy exists or an additional Fire Inspector
8 position is created, appointment to this position shall first be offered to current bargaining unit
9 members who have attained the rank of FF 1st Class and above. If no current bargaining unit
10 member applies for the position the Chief may fill the position at his discretion, either from the
11 civil service list or by open applications. If there is a reduction in the number of Fire Inspector
12 positions only those hired from the civil service list can be reassigned to a line position.

13 **Section G.** REDUCTION IN RANK

14 1. Disciplinary reduction: A member may be reduced in rank per the disciplinary
15 procedures. When so reduced, the individual will be reduced in rank available as a result of the
16 reduction determined by the disciplinary action.

17 2. Reduction in Work Force: A reduction in staffing due to an involuntary force
18 reduction.

19 a. The last person promoted shall be returned to the rank and seniority held before
20 seniority held before promotion.

21 b. The person so reduced in rank shall be the first to be reappointed to the higher
22 position before another person below in the promotion register from which the

1 promotion occurred or from a promotion register established subsequent thereto.

2

3 **Section H.** Voluntary Reduction in Rank

4 1. A member who chooses to take a voluntary reduction, and has held the position fewer
5 than 120 days, will be allowed to return to previously held rank, and future promotions will
6 require participation in competitive promotion process.

7 2. A member chooses to take a voluntary demotion and has held the position for 120
8 days or more, will be allowed to return to highest attained rank which is currently vacant, or will
9 be vacated by the voluntary demotion. Any future promotions will require participation in the
10 competitive promotion process.

11 a. If available rank is below the highest rank attained, then the member shall be the
12 first to be reappointed to the higher position before another member below on the
13 promotion register from which promotion occurred from a promotion register
14 established subsequent thereto.

15

16 **Section I.** TEMPORARY APPOINTMENTS

17 Temporary appointments shall be made according to Article 20 (Working Out of
18 Classification), Collective Bargaining Agreement. Temporary appointments shall be made from
19 the next lower classification of the same division when possible.

20 **Section J.** WORK ASSIGNMENT

1 **ARTICLE 24 - LAYOFF AND RECALL**

2 Layoff is defined as any involuntary separation from employment not involving
3 delinquency, misconduct or inefficiency. Whenever for lack of work, funds, change in
4 organizational structure, or other compelling reason it becomes necessary to reduce the number
5 of employees within the Fire and/or Ambulance Service, the following regulations shall apply:

- 6 1. The person last hired shall be laid off first.
- 7 2. The Fire Chief shall immediately notify the Civil Service Commission, in writing, of
8 said layoff, giving the names of those laid off, the date of appointment and the reason
9 for the reduction in force.
- 10 3. The names of those so laid off shall be entered on an appropriate recall register in
11 inverse order of their lay off.
- 12 4. When it is desired to again increase the number of officers or employees, the Civil
13 Service Commission shall certify all those laid off in the order their names appear on
14 the recall register. A person so certified, who declines, or who after 10 weekdays'
15 notice (Monday through Friday) has failed to accept recall, shall be considered
16 permanently separated from the Fire and/or Ambulance Service.
- 17 5. Recalls herein are subject to such medical examination and other conditions
18 consistent with these rules, as the Civil Service Commission deems necessary.
19 Temporary medical disabilities (broken bone, short-term illness) shall not result in
20 loss of recall rights.

1 Bargaining Agreement. In the event the member does not invoke the procedures of the Civil
2 Service Commission as outlined in SOG 5019, such member may invoke the grievance
3 procedures of this Collective Bargaining Agreement.

4 **Section A.** Labor disputes or differences arising between the City and the Union and the
5 employee, including differences or disputes as to the meaning, application or operation of any
6 provision of this Agreement shall be settled in the manner herein provided. For the purposes of
7 this Article, such a dispute or difference shall be referred to as a grievance. It is further agreed
8 between the parties that the Standard Operating Procedures of the Fire Department and the Civil
9 Service Rules are subject to the grievance procedure set forth herein.

10 **Section B.** Any employee who has a grievance concerning interpretation of this
11 Agreement shall notify in writing the shop steward within thirty (30) calendar days from the date
12 of the grievance. The shop steward will either resolve the grievance or notify the Union
13 Grievance Committee, herein referred to as the Union, within thirty (30) calendar days of receipt
14 of the grievance, and they shall determine if a grievance exists. If in their opinion no grievance
15 exists, no further action is necessary.

16 **Section C.** If in the opinion of the Union, a grievance exists, it shall notify the Fire
17 Chief, in writing, within thirty (30) calendar days. If the Union and the Fire Chief fail to reach
18 an agreement within thirty (30) calendar days, they shall notify the Mayor in writing. The Chief
19 may call upon his staff officers at any time in the course of his efforts to reach an agreement.

20 **Section D.** If the City has a grievance with the Union, the City shall notify, in writing,
21 the Union Grievance Committee within thirty (30) calendar days. If the parties fail to reach an

1 agreement within thirty (30) calendar days, it shall be handled in accordance with the provisions
2 of Section F.

3 **Section E.** In the event the grievance is not resolved within thirty (30) calendar days,
4 after being referred to the Mayor, the issue may be submitted to arbitration in accordance with
5 the following procedures:

- 6 1. The party demanding arbitration shall file their demand and copy the opposing party
7 within sixty (60) calendar days from the date the grievance was referred to the Mayor.
8 The failure to file the demand for arbitration within sixty (60) calendar day period
9 shall be deemed a waiver of the right of such party to demand arbitration of the issue
10 in dispute.
- 11 2. The party requesting arbitration will request from the American Arbitration
12 Association, a panel of 5 arbitrators who are members of the National Academy of
13 Arbitrators. Both parties shall prepare and agree on written questions outlining the
14 issues to be addressed by the arbitrator.
- 15 3. Either party may reject the entire panel of arbitrators and request a new panel from
16 the A.A.A., to be selected in accordance with number 2 above. No more than two
17 panels may be so rejected.
- 18 4. A flip of the coin will determine the right to strike the first two names from the
19 five-person panel. The other party will then have the right to strike an additional two
20 names. The fifth remaining person will then be the arbitrator. This selection process
21 must be accomplished within 5 days of receipt of the panel from the A.A.A.

1 **ARTICLE 28 - HEALTH AND SAFETY**

2 Recognizing the inherent dangers in firefighting, medical and rescue operations, the City
3 and Union agree to cooperate in providing a reasonable and prudent level of safety for
4 employees in the Fire Department.

5 **Section A.** In order to achieve this goal, a joint Safety and Health Committee shall be
6 formed, to be composed of two representatives from the Union, one Assistant Chief, all of whom
7 shall serve without compensation. The duties of this committee shall be as follows:

- 8 1. To meet as needed, to review and discuss the safety reports received from each
9 company officer.
- 10 2. To correct, or make recommendations to the Fire Chief for the correction of,
11 hazardous conditions or unsafe work methods which come to the attention of the
12 Committee.
- 13 3. To prepare written minutes of all committee meetings for review and adoption at the
14 next meeting.
- 15 4. To review reports of accidents, deaths, and injuries reported to Workman's
16 Compensation and to make recommendations, including a date of implementation, to
17 modify rules and/or procedures in order to avoid similar incidents in the future.
18 Provided, however, that the Committee shall have access to confidential medical
19 information in the possession of the City only upon written authority by the employee
20 involved.

1 5. To gather information from authoritative medical sources regarding a standardized
2 medical protocol for emergency care and treatment of injured firefighters. The
3 Committee's recommendations will be presented to the Fire Chief who will in turn
4 present these recommendations to appropriate officials at the health care facilities.

5 **Section B.** The City shall furnish and maintain all safety equipment such as respiratory
6 apparatus, gloves, helmets, protective clothing and eye goggles.

7 1. The Captains are responsible for conducting an inspection at least once each quarter
8 year of the safety equipment assigned to personnel under their supervision. In
9 addition, the Committee may also conduct such inspections. When any article needs
10 replacement or repair, the Captain shall forward a written request, with a
11 recommendation date for correction if appropriate, to the Battalion Chief, with a copy
12 to the Committee.

13 2. Repairs of breathing apparatus will be effected only by persons who have been
14 properly trained by the manufacturer.

15 **Section C.** Firefighter Health and Safety Training. The City will provide an on-going
16 safety program as described below.

17 1. An annual training schedule will be posted by the Training Division, listing subjects
18 to be covered. Safety matters listed on this schedule will be mandatory; however, the
19 company officer is advised to cover any other items that he feels appropriate. The
20 Committee may also recommend additional subjects which it feels should be
21 scheduled for training.

- 1 2. The basic safety manual will be IFSTA 209 First Edition "Firefighter Safety."
- 2 3. Each company officer will conduct a safety meeting with his assigned crew for at least
- 3 one hour each month.
- 4 4. A training record shall be maintained for each employee, listing dates and subjects
- 5 covered.
- 6 5. Any employee who fails to observe safety rules, regulations, or procedures shall be
- 7 subject to disciplinary action.
- 8 6. The company officer will forward any recommendations on matters, which he is
- 9 unable to correct to the Committee.
- 10 7. Any recommended items or procedures, which are costly or unusual, shall be sent to
- 11 the Fire Chief for consideration.

12 **Section D.** Procedures for Recommendations: The Fire Chief may implement, modify,
13 or reject any recommendation provided for in this Article. Should the Fire Chief reject or
14 modify a recommendation, a written decision and explanation shall be provided to the
15 Committee. The Committee may appeal in writing any rejection or modification, to the Mayor
16 within 5 weekdays from the date of the decision. The Mayor shall give a written decision on the
17 matter to the Committee, with a copy to the Fire Chief, within 10 weekdays of receipt of the
18 appeal. If the committee disagrees with the decision of the Mayor, it may meet with the Mayor
19 in order to discuss referring the matter to arbitration. In the event both parties mutually agree to

1 refer the matter to arbitration, they must agree, in writing, as to whether the arbitration will be
2 binding or non-binding. Any arbitrator chosen must be knowledgeable in the field of fire safety.

3 **Section E.** All employees, with the exception of the Office Manager, E.M.S. Admin.
4 Asst. and the Fire Secretary will participate in the Fire Service Joint Labor Management
5 Wellness Fitness Initiative, established through mutual agreement between the City and the
6 Union. No employee will be disciplined or discharged for failure to meet standards, which may
7 be established within the program. The city agrees to fund the Fire Service Joint Labor
8 Management Wellness Fitness Initiative up to \$20,000 per year. Cost exceeding \$20,000 in a
9 fiscal year will act as an opener to this Article.

10 **Section F. Medical Evaluation.** The City will provide those employees who serve in a
11 line capacity with a medical evaluation that balances current medical knowledge and the current
12 edition of NFPA 1582, as recommended by the Department's Physician. The Physician shall be
13 selected by the Department's Fitness/Wellness Committee.

14 **Section G. Fit-For-Duty.** There are two components that determine an employee's
15 fitness for duty and both must be met in order for the employee to serve in a line capacity which
16 exposes them to an Immediately Dangerous to Life and Health (IDLH) environment.

17 1. Medical Certification – Fire Department Physician will provide medical certification
18 and return to work authority. Medical conditions that are being treated by a specialist
19 require a unified return to work decision between the Department's Physician and the
20 specialist.

1 unit. This trust shall remain separate and apart from any City Retiree health insurance funding
2 program.

3 **Section B.** Upon retirement the city agrees to pay a final pre-tax contribution into the
4 Washington State Council of Firefighters Employee Benefit Trust of 100% of the employee's
5 accumulated sick leave buy out using the formula set forth in Article 17 Section C.

6 **Section C.** Any change in IRS law affecting this plan will act as an opener for this Article
7 only.

8 **ARTICLE 32- SOCIAL SECURITY REPLACEMENT**

9 Since bargaining unit members are not covered under the social security system, the
10 following provisions will be in place:

- 11 1. The City of Pocatello shall, in lieu of paying Social Security employer contributions,
12 pay up to 6.2% of wages that would have been subject to social security taxes into the
13 following account; PERSI choice 401k plan. Provided the employee provides a
14 match according to the schedule below, the employee will designate their desired
15 match, expressed as a percentage of wages in whole percentage points up to 6%. The
16 designated match will be made during the insurance benefit annual enrollment and it
17 shall be effective for the following fiscal year. For those members who participate in
18 the replacement program the City shall provide an additional 0.2% of wages that
19 would have been subject to social security taxes for said employee to be placed into
20 the employees PERSI choice 401K plan for the first 1% contribution; the schedule is
21 as follows.

	Member Contribution	City Match
1		
2	0%	0%
3	1%	1.2%
4	2%	2.2%
5	3%	3.2%
6	4%	4.2%
7	5%	5.2%
8	6%	6.2%

9 Parties believe that placement of the refund and matching amounts in the
10 PERSI 401k plan allow such amounts to be treated as benefits and, therefore are
11 not subject to Medicare tax, PERSI base plan payments, worker’s compensation
12 or other taxes and payments. Parties agree to work together to make the payments
13 in a manner which maximizes the benefit for members and minimizes taxes, but
14 in the event of rule changes or other situations where taxes cannot be avoided, the
15 City of Pocatello shall not be responsible for additional taxes or payments in
16 excess of what is received in any refund or what was previously being paid as the
17 employer’s share of social security. Such additional taxes or payments will be
18 assessed to the member recipient.

19

20 **ARTICLE 33- REASONABLE SUSPICION OF DRUG AND**

21 **ALCOHOL TESTING**

- 22 1. Employer and Union agree to implement the following alcohol and drug-testing
23 program. The parties agree that the primary purpose of this policy is to prevent on-
24 the-job impairment stemming from substance abuse. The parties also agree that when
25 a worker is presumed to be impaired due to substance abuse that the supervisor has an
26 obligation to remove the employee from his position immediately. The supervisor

1 will call “Out of Service” and contact the Battalion Chief immediately, who after
2 verifying the suspicion, will contact the Pocatello Police Department Shift
3 Commander and ask that an officer that is trained in recognition of drug and alcohol
4 identification be sent to evaluate the suspected employee. If the officer believes that
5 said employee may be under the influence, the employee shall submit to a breath
6 analysis, urinalysis, and/or blood.

7 If the employee is found to be under the influence, he/she may be disciplined and
8 will submit to assistance through the EAP program.

9 2. The Employer shall not utilize any form of random testing unless specifically
10 required by Federal Law. When random testing is required, the Employer shall only
11 administer random testing to those workers specifically subject to random testing as
12 required by Federal Law (narrowly defined). No other bargaining unit workers shall
13 be subjected to random testing of any form and under any circumstances.

14 3. Any matters related to this alcohol and drug-testing policy shall be subject to the
15 grievance and arbitration procedures of this Collective Bargaining Agreement.

16 **ARTICLE 34-SAVING CLAUSE**

17 If any provision of this Agreement or the application of such provision should be
18 rendered invalid by any court action or by reason of any existing or subsequently enacted
19 legislation, the remaining parts or portions of this Agreement shall remain in full force and
20 effect.

1 **ARTICLE 35-TERMS OF AGREEMENT**

2 This Agreement shall be effective on the 1st day of October 2015, and shall remain in full
3 force and effect until midnight on the 30th day of September 2016, pursuant to Idaho Code
4 Section 44-1804. The parties mutually may modify or change this Agreement.

5 The parties to this contract agree to the following openers:

- 6 1. In the event that the City of Pocatello and the City of Chubbuck reach an agreement
7 to pursue a merger/consolidation/joint service agreement during the term of this
8 contract, Local 187 and the City of Pocatello agree to an automatic contract open or
9 to negotiate the impact of the agreement. Both parties agree that within thirty (30)
10 days of a tentative agreement between the two cities to meet and negotiate in good
11 faith.
- 12 2. The City and Union agree to open the contract in the event any new regulations or
13 interpretation of existing regulations of the Patient Protection and Affordable Care
14 Act (PPACA) necessitate changes to employee classifications or to the medical
15 insurance plan, including the VEBA health reimbursement account (HRA).

16 **ARTICLE 36- PROCEDURAL AGREEMENT**

- 17 1. PURPOSE: The parties to this agreement hereby state as the purpose of their
18 negotiations the development of a labor contract which recognizes the capabilities
19 and needs of the respective parties throughout the term of the contract period. Each
20 party agrees to bargain in good faith with respect for the legitimate interest of the

1 other, keeping in mind the resulting consequences of the bargaining process. This
2 agreement is being written to enhance the previous workable negotiations and clarify
3 the procedures used in negotiations.

4 2. LOCATION OF NEGOTIATIONS: Negotiations shall be conducted in the Municipal
5 Building unless otherwise agreed. Should either party require that negotiations be
6 moved to a neutral site outside the Municipal Building, concurrence by the other side
7 shall be required and the cost of use of the alternate negotiating site shall be borne
8 equally by both parties.

9 3. TIME OF NEGOTIATIONS: The dates and times of up to ten (10) initial sessions
10 shall be submitted by the Chairman of the Management team to the Chairman of the
11 Union team at the time the Management roster is submitted. The two chairmen shall
12 work out any problems with the proposed schedule. More than ten (10) sessions may
13 be held if necessary and are to be set by mutual agreement of the chairman of each
14 bargaining team.

15 4. COMPENSATION: Members of the negotiating teams (both for the City and for the
16 Union) agreed to herein shall be allowed to participate in mutually scheduled
17 negotiating sessions without loss of pay or benefits due to such participation. On-duty
18 personnel shall receive their usual compensation. Off-duty personnel will receive no
19 compensation for negotiating sessions.

20 5. BARGAINING TEAM MEMBERSHIP: Respective bargaining committees shall be
21 determined each year with members listed in writing at the time of the first

1 notification of either party to the other of a desire to negotiate a new contract; the
2 party being notified shall have ten days in which to submit a list of its bargaining
3 committee members. No other persons shall be allowed to participate, attend, or
4 witness a bargaining session without the mutual consent of the negotiating teams or
5 their respective chairman. Members of the negotiating teams may be permanently
6 replaced in the course of negotiations for good cause.

7 6. PRIVACY AND CONFIDENTIALITY: All negotiating sessions shall be held in
8 private, and all materials presented and discussions held shall be as strictly
9 confidential as possible. Discussion of negotiation issues with members of the
10 respective bargaining units shall include notice of the requirement of confidentiality
11 of such discussions.

12 7. RECORDING RESTRICTIONS: Stenographic recording or audio recording of
13 negotiations shall be allowed. Both parties shall be given copies of any tape
14 recordings made. The dissemination of any minutes, notes, or recordings shall
15 conform to paragraph 8 below.

16 8. PUBLIC INFORMATION: No information relating to the progress or substance of
17 negotiations shall be released to the public or to the news media except by mutual
18 consent of the parties, as defined in #6 above.

19 9. CAUCUSES: Caucuses shall be permitted at any time in the course of bargaining,
20 and the meeting location chosen shall provide adequate accommodation for private
21 caucuses for the negotiating teams.

1 10. TENTATIVE AGREEMENTS: Tentative agreements may be used to build the
2 framework of the prospective contract throughout the negotiating process. Although
3 issues tentatively agreed to may at any time be reopened for further negotiation, the
4 parties agree that such issues shall not be reopened for the purpose, and in the context
5 of, bargaining and negotiation on other subsequent issues. Tentative agreements shall
6 be recorded by a negotiator for each party initialing the contract language tentatively
7 agreed to. Notwithstanding the foregoing, nothing shall be considered conclusively
8 agreed upon until agreement has been reached on all matters and issue between the
9 parties and the contract has been duly executed as provided in Paragraph No. 11.

10 11. AUTHORITY: Each party's negotiating team has authority to reach a tentative
11 agreement, but for any agreement to be executed and binding, it must be approved by
12 the City Council and ratified by the membership of the Union.

13 12. BARGAINING PROCESS: In the course of the bargaining process, negotiators for
14 each party shall attempt to resolve non-economic issues as defined by both parties
15 before considering economic issues.

16 13. DEADLINE FOR NEW ISSUES: The parties mutually agree that each party will
17 make new contract demands and offer proposals on new bargaining subjects or issues
18 for consideration in contract negotiations before or during the third negotiating
19 session except by mutual agreement and unless limited by the contract. In the absence
20 of any mutual agreement to the contrary, no new issues may be presented by either
21 party after termination of the third negotiating session.

SCHEDULE A (BI-WEEKLY BASE PAY) *

CLASSIFICATION	PAY GRADE	Bi-weekly Base Pay FY2016
Secretary - Fire (Admin. IV)	15X	<i>\$1605.10</i>
Emergency Medical Admin. Asst. (Admin. VI.)	17X	<i>\$1741.26</i>
Emergency Vehicle Technician	20X	<i>\$2041.37</i>
Community Relations/Education Specialist	20X	<i>\$2041.37</i>
Assistant to the Fire Chief	19X	<i>\$1941.33</i>
Fire Inspector	19X	<i>\$1941.33</i>
Office Manager	21X	<i>\$2141.50</i>
Probationary Firefighter	14F	<i>\$1533.84</i>
2nd Class Firefighter	16F	<i>\$1686.70</i>
1st Class Firefighter	18F	<i>\$1852.90</i>
Driver Operator	20F	<i>\$2037.22</i>
Firefighter Paramedic	22F	<i>\$2234.63</i>
Captain (40-Hour)	24X	<i>\$2450.51</i>
Captain (56-Hour)	24F	<i>\$2450.40</i>
Battalion Chief (56-Hour)	28F	<i>\$2881.16</i>

* Effective first pay period of FY 2016
Collective Bargaining Agreement, approved by Council on March 3, 2016 : Page 52

1

SCHEDULE B (LONGEVITY PAY)

2

CONSECUTIVE YEARS OF SERVICE

BI-WEEKLY LONGEVITY PAY
(1/2 OF 1% OF BI-WEEKLY INDEX)

Bi-weekly Index:

\$

5	\$54.58
6	\$65.49
7	\$76.41
8	\$87.33
9	\$98.24
10	\$109.16
11	\$120.08
12	\$130.99
13	\$141.91
14	\$152.83
15	\$163.74
16	\$174.66
17	\$185.58
18	\$196.49
19	\$207.41
20	\$218.33
21	\$229.24
22	\$240.16
23	\$251.08
24	\$261.99
25	\$272.91

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

SCHEDULE C (VACATION)

<u>YEARS OF SERVICE</u>	<u>WORKING 40 HR. WEEK 8-HOUR DAYS OFF</u>	<u>WORKING 72 HOUR WORK PERIOD 12-HOUR DAYS/24 HOUR SHIFTS</u>
1 through 5	13	15 or 7 1/2
6 through 10	19	21 or 10 1/2
11 through 15	23	25 or 12 1/2
16 through 20	27	29 or 14 1/2
21 through 25	31	33 or 16 1/2
26 and over	35	37 or 18 1/2

1 **SCHEDULE E (BARGAINING UNIT)**

2 The bargaining unit shall include the following employees:

- 3 1. Secretary – Fire (Admin. IV)
- 4 2. Emergency Medical Administrative Assistant (Admin. VI)
- 5 3. Assistant to the Fire Chief
- 6 4. Emergency Vehicle Technician
- 7 5. Community Relations/Education Specialist
- 8 6. Fire Inspector (Days)
- 9 7. Office Manager
- 10 8. All Classes of Firefighters
- 11 9. Driver Operators
- 12 10. Paramedics
- 13 11. Fire Captains (including Captains-Fire Prevention)
- 14 12. Battalion Chiefs

15 Any officer temporarily assuming a Chief position shall remain a member of the bargaining unit.

16 All members of the Bargaining Unit are classified as Non-Exempt Employees.

17

1 **SCHEDULE F (PARAMEDIC PAY)***

2 **PARAMEDIC STEP PAY**

3 ***\$2,234.63***

YEARS SERVICE AS A PARAMEDIC	BI-WEEKLY STEP PAY	% OF BASE
2	<i>\$22.34</i>	1%
4	<i>\$44.69</i>	2%
5	<i>\$67.03</i>	3%
6	<i>\$89.38</i>	4%
7	<i>\$111.73</i>	5%
8	<i>\$134.08</i>	6%
9	<i>\$156.42</i>	7%
10	<i>\$178.77</i>	8%
11	<i>\$201.12</i>	9%
12	<i>\$223.46</i>	10%
13	<i>\$245.81</i>	11%
14	<i>\$268.16</i>	12%
15	<i>\$290.50</i>	13%

4

5

6

7

8

9

* Effective first pay period of FY 2016

1 IN WITNESS WHERE OF, the parties hereto have executed these amended
2 Schedules A, D, and E and amended Articles 12,14,18,22,23,26 and updated all dates to
3 appropriate dates, to be effective the first pay period of FY 2016, this _____day of March,
4 2016.

5 FOR THE UNION:

6
7
8

9 _____
10 Ryan O’Hearn, President Local -187

Andy Moldenhauer, Vice President

11
12
13 FOR THE CITY OF POCATELLO:

14
15
16
17

18 _____
19 Brian C. Blad, Mayor

20
21
22 ATTEST:

23
24
25
26

27 _____
28 RUTH E. WHITWORTH, City Clerk

AGENDA

ITEM

NO. 12

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement, made and entered into this ____ day of _____, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "City," and Southeastern Idaho Community Action Agency, Inc., hereinafter referred to as "SEICAA," a non-profit agency registered in the State of Idaho,

WITNESSETH:

WHEREAS, SEICAA administers a Retired Senior Volunteer Program, hereinafter referred to as "RSVP," for the benefit of retired individuals and the organizations with which they chose to volunteer; and

WHEREAS, RSVP would like to establish a volunteer workstation at the Marshall Public Library for a literacy tutoring program; and

WHEREAS, RSVP will place interested volunteers at Marshall Public Library; and

WHEREAS, the City owns and operates the facility known as Marshall Public Library; and

WHEREAS, it is the Parties' desire to enter into an agreement which sets forth their respective rights and responsibilities.

NOW, THEREFORE, BASED UPON THE FOREGOING PREMISES in consideration of the mutual covenants herein contained, the Parties agree as follows:

1. Purpose: The City does hereby grant to SEICAA RSVP the right to establish a volunteer workstation on the premises of Marshall Public Library. See Exhibit A, attached hereto and incorporated herein by reference.
2. Term: The term of this Agreement shall be from February 1, 2016 to January 31, 2019.
3. Condition of Premises: SEICAA RSVP has inspected the aforescribed premises and accepts the same in "as is" condition. The City makes no warranties, express or implied, concerning the property and SEICAA RSVP in executing this Agreement is relying upon its own judgment, information, and inspection of the demised premises
4. Indemnification and Hold Harmless: SEICAA RSVP shall have the responsibility for the safety of persons and property during SEICAA RSVP's occupancy and use of the premises. SEICAA RSVP hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the City, its officers, employees,

agents, and successors from and against any and all risks, suits, judgments, expenses, claims, settlements, or liabilities which the City, its officers, employees, agents, and successors may incur or become liable for as a result of injury or death of any person or persons, or loss or damage of any property, arising out of or in connection with activities of SEICAA RSVP granted herein.

5. Insurance: In order to effectuate the foregoing indemnification provisions, SEICAA RSVP shall maintain insurance coverage as follows:
 - A. SEICAA RSVP shall purchase a comprehensive liability insurance policy in the amount of \$500,000 combined single limit to indemnify the City from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. The City shall be named as an additional insured or be acknowledged by SEICAA RSVP's insurance carrier as a covered entity under the terms of said policy. Moreover, SEICAA RSVP is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with SEICAA RSVP without first giving the City of Pocatello, at least thirty (30) days written notice.
 - B. SEICAA RSVP shall purchase personal property insurance in an amount sufficient to insure any and all User's personal property which might be used in SEICAA RSVP's operation of the business or which might be present on the City's premises.
 - C. SEICAA RSVP shall purchase Worker's Compensation insurance or the equivalent as required by Idaho Code. SEICAA recognizes that the volunteers they send to Marshall Public Library are their employees for the purposes of providing Worker's Compensation benefits. Furthermore, SEICAA agrees to hold harmless the City from any Worker's Compensation claims that may arise from use of their volunteers. Volunteers are not employees of the City; and therefore, are not eligible for and shall not participate in, any employee health or other fringe benefit plans of the City, including Worker's Compensation.
 - D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to or at the time of execution of this Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Article 4 "Indemnification and Hold Harmless." SEICAA RSVP's failure to maintain insurance shall be a basis for immediate termination of this Agreement.
6. Assignment Prohibited: Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

7. Nonwaiver: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver or such right or a waiver of any subsequent breach.
8. Choice of Law: Any dispute under this Agreement shall be decided in accordance with the laws of the State of Idaho. Venue for any action shall be in the District Court of the Sixth Judicial District, Bannock County, Idaho.
9. Entire Agreement: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.
10. Non-Discrimination: The parties will not discriminate against RSVP volunteers on the basis of race, color, age, sexual orientation, gender identity, or national origin.
11. Severability: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
12. Notice: That all notices under this Agreement shall be deemed to be properly served if sent by first class mail, postage prepaid, to the last known address furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY: City of Pocatello
Attn: Library Director
P.O. Box 4169
Pocatello, ID 83205

SEICAA: SEICAA
Attn: RSVP
641 N. 8th Avenue
Pocatello, ID 83201

The date of service of such notice is hereby deemed to be the dated postmark of the United States Postal Service.

13. Termination: The parties may terminate this Agreement at any time by giving the other party written notice.

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

APPROVED BY LEGAL

Date 2/11/16 Atty B. B. Cox

Comments _____

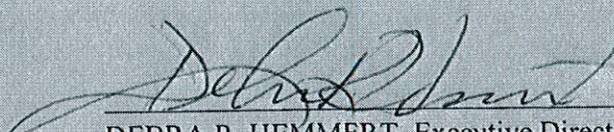
CITY OF POCA TELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

SOUTHEASTERN IDAHO COMMUNITY
ACTION AGENCY, INC., an Idaho non-profit
corporation



DEBRA R. HEMMERT, Executive Director/CEO

Exhibit A

A. 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.
8. Supply statistical data, upon request, relating to volunteer impact on community needs, when requested by SEICAA-RSVP.

B. 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, worker's compensation, 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.

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

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. **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.
3. **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.
4. **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.

July 09, 2015

hmayberry@seicaa.org

SEICAA RSVP of Southeast Idaho
641 North 8th

Pocatello, ID 83201

RE: VIS - Volunteers Insurance Service

We are pleased to enclose the volunteer documents, which provide a brief overview of the attached policy(s) provisions, benefits, exclusions and limitations.

Please keep the attached paperwork in a safe place, as these are the only copies you will receive.

Accident Claim forms are available for download at our website. We encourage you to visit our website at www.cimaworld.com and take advantage of all of the site's resources.

As always, we greatly appreciate your participation in our unique program, and always are happy to hear from you, any time we can be of help. Just email, call 800.222.8920, 800.468.4200 or fax 703.739.0761.

Sincerely,

Corporate Insurance Management, Inc.

Your Service Team

Victoria W. Brooks, Account Executive, ext.7301
Joan R. Wankmiller, Account Executive, ext 7306

E-mail: vbrooks@cimaworld.com
E-mail: jwankmiller@cimaworld.com

Key code: IDPOCA

HEADQUARTERS AND MAILING ADDRESS FOR ALL OFFICES:

2750 Killarney Drive, Suite 202, Woodbridge, VA 22192-4124
Phone: 703.739.9300; 800.222.8920; Fax: 703.739.0761
www.cimaworld.com



QBE INSURANCE CORPORATION

STATEMENT OF COVERAGE Corporation for National Service

Underwritten by:
QBE Insurance Corporation
88 Pine Street
New York, NY 10005

Administered by-as Agent:
The CIMA Companies, Inc.
2750 Killarney Drive, Ste 202
Woodbridge, VA 22192
1-800-468-4200

This Statement of Coverage confirms that Blanket Accidental Death and Dismemberment and Accident Medical Expense coverages are provided to Covered Persons volunteering with the Participating Volunteer Organization (Organization) named below, under Policy #MHH010302, issued by QBE to: Volunteers Insurance Service Association, Inc.

Organization Name SEICAA RSVP of Southeast Idaho
641 North 8th

Pocatello, ID 83201

Organization Number IDPOCA
Organization's Effective Date of Coverage 7/1/2015

Covered Persons All designated, recorded Volunteers participating in a volunteer project through the Organization's program

Covered Activities Performance of duties required to carry out assignments made by the Organization, including travel to, during and from those assignments

Accidental Death and Dismemberment Coverage

Principal Sum **\$2,500**
100% paid for.....Loss of life, two or more hands or feet, sight of both eyes or one hand or foot and sight of one eye
50% paid for.....Loss, or loss of use, of one hand or one foot, or loss of sight in one eye
25% paid for.....Loss of thumb and index finger of the same hand

Accident Medical Expense Coverage

Maximum Benefits for any one Covered Accident.....**\$50,000**
Benefit Period for any one Covered Accident.....52 weeks
Deductible.....None
Scope of Coverage.....Excess—pays benefits after any other Health Care Plans have paid benefits
Benefit Amount Payable.....100% of Usual and Customary charges, up to Maximum Benefit per Covered Accident
Covered Expenses Include.....In & Out-Patient Hospital, Ambulatory Medical Center Emergency Room, Physician visits surgery, diagnostic tests, nursing services and ambulance charges

Exclusions and Limitations These coverages are subject to exclusions and limitations detailed in the Policy. Coverage is provided only for treatment of injuries sustained by Covered Persons during Covered Activities, and excludes injuries resulting from suicide, commission of a felony or assault, riot, war, flying except as a fare-paying passenger, races or speed contests, any sickness or disease, intoxication, or treatment of existing

This Statement of Coverage provides a brief overview of provisions, benefits and exclusions and limitations—only the Blanket Accident Medical Insurance policy provides full information and governs the terms of coverage provided. You may request a copy of that policy from The CIMA Companies, Inc., at the address shown above.

Surplus Lines Broker:
XS/Group, Inc.
Laurie S. Coleman - President
2750 Killarney Drive, Suite 202
Woodbridge VA 22192
License No. 336922

Insuring Company:
Certain Underwriters at Lloyd's of London
Lloyds of London Syndicate

40.00% CSL (#1084) - Chaucer Specialist Lines
20.83% ARK (#4020) - Ark Syndicate Management
10.00% SAM (#0727) - S. A. Meacock
8.34% AUW (#0609) - Atrium Underwriters Limited
20.83% AML (#2001) - Amlin

Named Organization and Mailing Address

SEICAA RSVP of Southeast Idaho
641 North 8th

Certificate No. IDPOCA - CNP
Unique Market Reference: B113515CPBA1331

Pocatello, ID 83201

Named Organization's Business: Social Services

Certificate Period 07/01/2015 to 07/01/2016
(12:01 A.M.)

Certificate is: New

VOLUNTEERS INSURANCE SERVICE

Excess Volunteer Liability

Certificate of Insurance

This certificate, subject to all its terms, conditions, and limitations, shall expire on 07/01/2016, 12:01 a.m., Standard Time at the Named Organization Mailing Address.

Limits of Insurance

Each Occurrence Limit	\$1,000,000
Annual Aggregate Limit	\$3,000,000

Total Premium: \$520.00	ID Surplus Lines Tax: \$7.80	ID Stamping Fee: \$1.30
-------------------------	------------------------------	-------------------------

This policy has a minimum annual premium of \$100.00.

This Certificate and the attached coverage form and endorsements, if any, complete this policy.

NOTICE

By applying for this insurance, the applicant also is applying for membership in Volunteers Insurance Service Association, Inc., a risk purchasing group formed and operating pursuant to the Liability Risk Retention Act of 1986 (15USC 3901 et seq.).

This surplus line contract is issued pursuant to the Idaho Insurance Laws by an insurer not licensed by the Idaho Department of Insurance. There is no coverage provided for surplus line insurance by either the Idaho Insurance Guaranty Association or by the Idaho Life and Health Insurance Guaranty Association. (Laurie S. Coleman, License #336922)

Authorized Signature:

Laurie S. Coleman

Date: July 09, 2015

MIL2015

AGENDA

ITEM

NO. 13

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney *RD*
RE: IFC Grant Application for 20 Year Master Plan (Zoo)
DATE: February 19, 2016

I have reviewed the above-referenced grant and it meets with my approval for Peter Pruett to apply for the grant once the Council has authorized the application and acceptance of the grant. There is not a formal application, grant agreement or contract, or matching funds required.

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

East Region Grant Cycle

Application Number: 2860

Application Status: CREATED

Date Created: 2/8/2016

Application Type: Proposal

Date Submitted: No Submit

Organization Legal Name (the organization's legal name under which it is incorporated or operates or by which it is recognized by the Internal Revenue Service (IRS)). City of Pocatello

"Also Known As" Name of Organization (Any common name the organization uses or is known by other than the legal name listed above). Pocatello Zoo

Street/Mailing Address 3101 Avenue of the Chiefs

City Pocatello

State (ex. ID) ID

Zip Code 83204

Organization Phone Number ex. (208)123-4567: (208) 234-6264

Fax number for Organization ex. (208)123-4567: (208) 234-6265

Website URL (address), if available <http://zoo.pocatello.us/>

E-Mail address for Organization ppruett@pocatello.us

Title Superintendent

Prefix (Ms., Mr., etc.)

Grantee First Name Peter

Grantee Last Name Pruett

Grantee Phone ex. (208)123-4567: (208) 234-6264

Grantee Fax Number ex. (208)123-4567: (208) 234-6265

Grantee E-Mail Address: ppruett@pocatello.us

Select your Organization's tax status. If your organization doesn't fall into one of the listed categories please utilize the next field to provide an explanation of your non-profit status. Government Entity

If NO, explain how you qualify as a non-profit entity for the purpose of receiving grants, such as having a fiscal sponsor to administer the grant on your behalf. (Field Maximum: 250 Characters including spaces):

Tax ID EIN 82-6000244

First Name John

Middle Initial:

Last Name Banks

Title: Park and Recreation Director

Phone Number: 208-234-6236

Fax Number:

E-Mail Address: jbanks@pocatello.us

Organization's Operating Budget 740,996.00

East Region Grant Cycle

Organization's Mission Statement (Field Maximum: 750 characters including spaces)	Preserving Intermountain West wildlife and habitat through conservation and education.
List Organization's that provide similar service(s) to those provided by your Organization: (Field Maximum: 750 characters including spaces)	Idaho Falls Zoo at Tautphaus Park - exhibits exotic animals.
What is the project budget?	7,500.00
What amount are you requesting from the Idaho Commuinity Foundation?	5,000.00
Select the PRIMARY county served by this project.	Bannock
Identify any OTHER counties served by this project. (Field Maximum: 750 characters including spaces)	The Pocatello Zoo is a southeast Idaho attraction with visitors from: Power, Oneida, Franklin, Bear Lake, Caribou and Bingham counties.
Select the Program Area that you believe most closely matches your request.	Conservation/Environment
Complete the following sentence. If my organization is awarded a grant, the funds will be used to... (One sentence). For example: buy widgets for the science program. (Field Maximum: 250 characters including spaces)	Develop and design a new 20 year strategic master plan for the Pocatello Zoo.
Provide a short, Executive Summary of your proposal. (Field Maximum: 1000 characters including spaces)	The Pocatello Zoo will design a current strategic master plan that will be used as a living guide for the next 20 years of facility design and development. The master plan will focus on designing exhibits and landscapes for native Idaho species that are realistic and cost feasible for the Pocatello community. The master plan will also be a guide towards eventual accreditation with the Association of Zoos and Aquariums (AZA).
Describe the project. Include the following: Description of Project, explanation of need for the project and anticipated accomplishments of the project. (Field Maximum: 2000 characters including spaces)	The winning bid for the master plan will work initially with Zoo & City Staff, as well as the Pocatello Zoological Society to develop two - three master plan concepts. The concepts will include: present and future exhibits, including renovations of existing exhibits; landscape designs that exemplify the various ecosystems within Idaho; and guest amenities including pathways, play structures, rest areas and revenue generating opportunities. Once the design concepts are complete the Zoo, City and Society will facilitate community input opportunities for each design. Based on all input given, the Zoo, City and Society will then make a recommendation on the best master plan for the zoo, for consideration by City Council.
Provide information on the sustainability of the project (who is responsible for its success, plans for the future, etc.) (Field Maximum: 1000 characters including spaces)	The master plan will be a developmental guide for the next 20 years. The Pocatello Zoo, City of Pocatello and the Pocatello Zoological Society will oversee the implementation of the master plan. The master plan will include realistic phases and bench marks for the zoo to accomplish.
Provide an itemized list of the expenditures related to this project and their respective costs. (Field Maximum: 1000 characters including spaces)	\$7,500 - Contract for the development of the Pocatello Zoo's 20 year master plan.
Please list other funding sources, in-kind donations, or other support, if any, for the project and indicate wheather they are committed or pending. (Field Maximum: 1000 characters including spaces)	\$2,500 from the Pocatello Zoo's Capital Improvement Budget Line, upon approval from City Council.
Briefly describe any plans for future funding, if applicable. (Field Maximum: 1000 characters including spaces)	N/A
If you do not receive the full amount of funding required, will you still go ahead with the project? If so, how will you fund it?(Field Maximum: 500 characters including spaces)	If the zoo does not receive funding, we will prioritize fundraising events based on the remaining funding needs for development of the master plan. However, the City, Zoo and Zoological Society must place priority into finishing the Zoo Entrance Capital Campaign and Improvements, which are currently in progress.

East Region Grant Cycle

List the names and phone numbers of your organization's Board of Directors in the following format: Name (First and Last), (xxx)xxx-xxxx; Name (First and Last), (xxx)xxx-xxxx; etc. (Field Maximum: 1500 characters including spaces)

Brian Blad, Mayor (208) 234-6163
John Banks, Parks and Recreation Director (208) 234-6236
Peter Pruett, Zoo Superintendent (208) 234-6264

AGENDA

ITEM

NO. 14

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Water Department Vibratory Soil Compactor Bid Award
DATE: February 19, 2016

I have reviewed the documents which pertain to the Water Department's Bid Award for Vibratory Soil Compactor and they are in order. I was present during the opening of the bids and it is appropriate to follow the recommendations of Justin Armstrong, Superintendent of Water. If you have any questions, please feel free to contact me.



WATER DEPARTMENT
1889 N. Arthur Avenue
P.O. Box 4169
Pocatello, ID 83205-4169

SUPERINTENDENT'S OFFICE
(208) 234-6174
FAX (208) 234-7084

REPAIR SHOP
(208) 234-6182
FAX (208) 234-7084



MEMORANDUM

TO: Mayor Blad and Pocatello City Council

FROM: Justin Armstrong, Water Superintendent

DATE: February 17, 2016

SUBJECT: Vibratory Soil Compactor

On February 16, 2016, bids were opened for a direct model replacement of a vibratory soil compactor purchased by the Water Department in 2011. The terms of the bid package called for a five-year lease agreement. Only one bid was received out of six prospective vendors that received bid packets.

It is my recommendation to accept the bid and award the 5-year lease to Western States Equipment with an annual lease-payment of \$11,947.68 at an interest rate of 2.5%. The bid offers a purchase price of \$96,365.12 with a residual amount (end of the 5th year lease-payment) of \$45,000. The amount budgeted in FY 2016 for this piece of equipment was \$14,000.

Attached is a copy of Western States proposal for your reference.

**CITY OF POCATELLO WATER DEPARTMENT
TABULATION OF BIDS FOR ONE (1) VIBRATORY SOIL COMPACTOR**



OPENED AT: 911 North 7th Avenue, Pocatello, Idaho AT THIS TIME: 2:00 p.m. ON THIS DATE: February 16, 2016

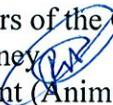
		BIDDER:		Western States Equipment		
Item #	Description	Quantity	Unit	Amount	Amount	Amount
1	Purchase Price	1	Each	\$96,365.12		
2	Annual Interest Rate (percentage)			2.50%		
3	Annual Payment (in advance)			\$11,947.68		
4	5-year Rate (5 x annual payment)	5	Years	\$59,738.40		
5	Residual Amount (end of 5th year)			\$45,000.00		
MEETS SPECS				Yes		
DELIVERY DATE				6/30/2016		
TERMS						
ADDENDUM ATTACHED				Yes		
BID SECURITY				Bid Bond		
COMMENTS						

AGENDA

ITEM

NO. 15

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: MWI Animal Health Agreement (Animal Control)
DATE: February 19, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Council to authorize Richard Stewart, Director of Animal Services, to sign the Agreement. Given that this Agreement relates to the purchase of controlled substances for veterinary purposes, it is appropriate for him to sign rather than the Mayor. The monies for this Agreement have been previously budgeted.

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



Veterinary Express Application



(800) 896-8873

(855) 854-3922

mwiapplicationprocessing@mwianimalhealth.com

P.O. Box 5717, Boise, ID 83705

Account Information

Legal Name of Business _____

Doing Business As _____

Mailing Address _____

City _____ **State** _____ **Zip** _____

Shipping Address (if different than mailing – no P.O. Box) _____

City _____ **State** _____ **Zip** _____

State Veterinary License Number (MUST SUBMIT COPY) _____

Social Security Number _____

Number of Full Time Veterinarians (ENTER "0" IF THIS IS A SECONDARY ACCOUNT) _____

AAHA Member?
 Yes _____ No _____
 AAHA Member ID _____

Veterinarian's Name _____

Phone _____

Fax _____

County _____

In City Limits Out of City Limits

DEA License Number (MUST SUBMIT COPY IF PURCHASING CONTROLLED SUBSTANCES) _____

Federal Tax ID No. _____

Type of Business
 Corporation Limited LLC
 Partnership LLP Individual

Required Copies of Documents

- State Veterinary License (copy required to open an account)
- State Controlled Drug License (if applicable)
- DEA License (copy required to purchase controlled substances)
- DEA Due Diligence Documentation
- State Sales Tax Exemption Certificate (we must charge sales tax unless we have a copy of your Exemption Certificate with Tax Classification Sheet)

Agreement

By signing and submitting this application, I agree on behalf of both the undersigned and the applicant (1) that the statements in this application are true and complete; (2) to inform MWI Veterinary Supply Co. ("MWI") in writing of any changes in the name, address, telephone number or financial condition of the undersigned or applicant as soon as the changes occur; (3) to comply with MWI's standard Terms of Sale set forth on the reverse of, or linked to, this application; (4) TO PAY INVOICES WHEN DUE; (5) to pay interest not to exceed 1.50% per month (compounded monthly) (an annual percentage rate of 18%) on past due accounts; (6) to pay reasonable attorney fees and court costs if the account is referred to an attorney for collection; (7) that MWI is authorized from time to time to investigate and update information that I provide and to obtain credit and other information about me from other creditors and credit reporting agencies, and to provide information about me to other creditors; (8) that MWI may decline this application to open an account or for credit, (9) that once MWI has opened an account or granted credit, MWI may close the account or terminate the credit at MWI's sole discretion, (10) that after notifying me MWI may change its Terms of Sale and its credit and collection policies, and that the changes will apply to all transactions and any account balances regardless whether any purchases or account entries occurred before or after the effective date of the change, and (11) that MWI may file at any time financing statements to perfect MWI's security interest.

X

Signature of applicant (REQUIRED) _____ Date _____

Print Name _____

X

Signature of Veterinarian submitting license (REQUIRED) _____ Date _____

Print Name _____

Contact Preferences

Practice Type (Please check all that apply)

Small Animal Equine Beef Dairy Swine Poultry Other _____

Primary contact person: _____

Secondary contact person: _____

Fax Permission

Current regulations require your signed permission prior to our faxing any information to you (ie. requested invoice copies, product info, etc...). So that you can receive requested information from MWI via fax, please sign below:

Fax number (if different from above) _____

X

Signature (practice owner or authorized employee) _____ Date _____

Printed Name _____ Title _____

As a value added service, we occasionally fax updates to veterinary practices about upcoming product shortages, pending price increases, new items, and specials. Fax updates are generally no more than 1 page per week & you may permanently opt out of future fax updates at any time. Please indicate your preference to receive these faxes:

Please indicate your preference:

Yes, please provide fax updates No, never send fax updates

Online Account Access

Yes, I would like Online Account Access No, I would not like Online Account Access

Email Address _____

Please see back for terms of sale (also available at www.mwianimalhealth.com/termsofsale.aspx).

Personal Guaranty by Financially Responsible Party
 If applicant for credit is doing business in a form other than as an individual, then a principal of the applicant, by signing below, agrees (1) to personally, absolutely and unconditionally guarantee and promise to pay to MWI all obligations owed to MWI by applicant, now existing or hereafter incurred, including but not limited to all purchases, interest, attorney fees and collection and court costs; (2) that MWI may seek payment from the guarantor without first seeking payment or recovery from any other source; (3) that MWI is authorized from time to time to obtain credit and other information about the guarantor from other creditors and credit reporting agencies, and to provide information about the guarantor to other creditors; (4) that guarantor consents to the Terms of Sale on the reverse of, or linked to, this guaranty; (5) that all disputes between MWI and guarantor, including but not limited to actions to enforce this guaranty, may be commenced in state or federal court in Boise, Idaho; (6) that guarantor expressly submits to the jurisdiction and venue of the state and federal courts in Boise, Idaho; and (7) that MWI may change MWI's Terms of Sale or credit and collection policies without notice to or consent of guarantor and without lessening guarantor's liability under this guaranty.

X

Signature of guarantor (REQUIRED) _____ Date _____

Print Name _____

Social Security Number _____

Telephone _____

Street Address _____

City, State, Zip _____

Terms of Sale

 (800) 896-8873

 (855) 854-3922

 mwiapplicationprocessing@mwianimalhealth.com

 P.O. Box 5717, Boise, ID 83705

These Terms of Sale constitute a contract between you and MWI Veterinary Supply Co. ("MWI"). Please carefully review these Terms of Sale because the Terms of Sale set forth the rights, obligations, limitations and exclusions that apply to you.

1. AGREEMENT

By purchasing or guarantying the purchase of the products from MWI, you agree with MWI's Terms of Sale. MWI's Terms of Sale may not be altered, supplemented or amended by use or reference to any other documents or agreements, unless agreed by MWI in writing.

2. VETERINARIAN

You certify that either you are a state licensed veterinarian or purchasing the product through a state licensed veterinarian, that you have a completed credit application filed with MWI, that the information on the credit application is current and correct, and that you submitted to MWI copies of your current veterinary license, DEA certificate, and applicable state controlled substances licenses.

3. CASH SALE

All purchases shall be paid by cash, check or credit card in the net amount of the invoice on or before the time of delivery unless MWI agrees at MWI's sole discretion to extend you open account or other credit.

4. OPEN ACCOUNT SALE

All purchases on open account are due and payable on the due date indicated on the invoice unless you and MWI agree in writing to a different payment plan. Amounts unpaid by the due date incur interest of 1.50% PER MONTH (an ANNUAL PERCENTAGE RATE OF 18%), or the maximum amount allowed by the applicable state law, whichever is less. Interest is compounded monthly. If you transfer your practice, become insolvent, are named in any legal, arbitration or other proceeding to collect money, or file bankruptcy, then all amounts owed to MWI become immediately due and payable. Credit card payments are acceptable at the time of ordering, and cannot be used to pay for products purchased through delayed billing. A surcharge may be imposed on all statement balances paid by credit card.

5. ERRORS

MWI may correct at any time all extension, price, description and other errors on any invoices, statements or other documents. The document, as corrected, shall be the effective document.

6. PAYMENTS

All payments shall apply first to oldest unpaid invoices, accrued interest, or attorney fees and costs, unless otherwise indicated by your remittance advice. You shall pay MWI a \$25.00 service fee on all returned checks.

7. SECURITY INTEREST

To secure all obligations owed by you to MWI, you grant MWI a first priority security interest in any products purchased from MWI, including without limitation all Goods, Equipment, Inventory and Farm Products, and all proceeds, renewals, substitutions, replacements, additions and assessments thereto, until all obligations to MWI are paid in full. The security interest expressly includes without limitation all livestock and other animals to which the products are applied or administered, or that consume the products, and all proceeds, accounts receivable, and contract rights arising therefrom or related to such livestock and other animals. The products and types of products are described on the face of the invoice(s).

8. DEFAULT

If your account is not paid when due, or if you have not complied with any other term or condition of your application for credit, these Terms of Sale, or any other agreement with MWI, then you are immediately in default without further notice to you.

9. MWI'S REMEDIES ON DEFAULT

If you are in default, then MWI may, at MWI's sole discretion and without further notice to you, exercise any one or more of the following actions and remedies: (a) temporarily or permanently suspend any further shipments to you, (b) temporarily or permanently suspend your credit, (c) temporarily or permanently ship to you only if you pay via automatic bank draft (aka ACH), credit card or if you pay in advance, (d) temporarily or permanently close your account with MWI and terminate any further transactions with you, (e) exercise MWI's rights as a secured creditor under applicable law, (f) collect the amounts owed to MWI, including without limitation initiating a lawsuit, and (g) take any other action or pursue any other remedies which MWI deems appropriate. Once MWI takes any action or remedy because of your default, including without limitation the remedies listed in this paragraph, MWI is not obligated to (a) restore your account and credit or (b) provide you with any other account or credit terms even if you pay the past due amounts in full and satisfy any other requirements of MWI.

10. TITLE & RISK OF LOSS

Title to the products passes from MWI to you upon the departure of the shipment from MWI's facility. Loss or damage that occurs during shipping by a carrier selected by MWI is MWI's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility.

11. DELAYS

MWI is not responsible for the inability to provide goods purchased or delay in providing goods purchased caused or effected by accidents, strikes, weather, war, riots, shortage of products or labor by manufacturers, interference or obstruction of transportation routes, carrier shortages, damage to carrier, damage to goods by carrier, any act of God, failure of utilities or telecommunications, or other causes beyond MWI's control. MWI shall perform as soon as practicable after the cause of the delay is removed.

12. TAXES & SHIPPING CHARGES

You will pay all applicable shipping charges and sales taxes that arise because of the delivery of the products to you. You shall pay all shipping charges related to hazardous materials. The taxes and charges will appear on the invoice, or you will directly pay the shipper and tax authority.

13. RETURNS AND CREDITS

Unless you notify MWI of any errors within 24 hours of your receipt of the products, the shipment is deemed to be correct. MWI will grant credit for returned products only if: (a) you contact MWI prior to the return and obtain our Return Authorization ("RA"), (b) return the product within one year of purchase, and (c) return only unopened cartons. The amount of the credit shall be (a) 100% of the net purchase price for saleable products, (b) 80% of the net purchase price for controlled substances, diets returned due to overstock, and special order products, (c) 0% for products unsuitable for resale because of age, obsolescence, expiration, or approaching expiration, and (d) a variable amount, if any, as determined by the manufacturer's return policy for outdated and short-dated products. All returned products (whether or not authorized) become MWI's property. MWI will destroy all products that are not authorized to be returned, not returnable, or not creditable. Products that MWI authorizes to be returned will be picked up by UPS or MWI's representative. Controlled substances may only be returned by UPS. To return Class 2 and 2N controlled substances, MWI must send you a DEA Form 222 to enclose with the return. Class 3 and higher controlled substances do not require a DEA Form 222. Your MWI representative must process all returns of hazardous material. Hazardous material cannot be returned via UPS. You guarantee that the products listed on the RA were properly stored, handled and shipped so as to not affect quality, and that the credit will not exceed the product's actual purchase price.

14. DISCLAIMER & LIMITATION OF WARRANTIES & REMEDIES

A. LIMITED WARRANTY. All products are sold "AS IS AND WITH ALL DEFECTS." There are no warranties that extend beyond the description on the face of this limited warranty. MWI makes no warranties either express or implied regarding title, quality or conformity of the products, including without limitation no implied warranty of merchantability, no implied warranty of fitness for a particular purpose, and no implied warranty arising from any course of dealing, usage of trade or advertising, except the following express warranties: (1) the title conveyed is good, and its transfer rightful; (2) the products shall be delivered free of any security interest, lien or encumbrance, except for MWI's security interest; and (3) the products delivered will conform to the description, grade and condition of the products invoiced.

B. REMEDIES. Your exclusive remedy for breach of warranty is to return the products for refund of the purchase price, or repair and replacement of the nonconforming products. MWI has the exclusive right to select the remedy. MWI expressly excludes liability for incidental, consequential, exemplary, punitive and other damages.

C. PAYMENT REQUIRED. MWI's warranties are effective only if MWI has received payment in full for the products.

D. MANUFACTURER'S WARRANTY. The manufacturer of the products may provide its own warranty. MWI does not represent or warrant the existence or scope of manufacturer's warranty.

15. DISPUTES, & AUTHORIZATION FOR IDAHO VENUE & JURISDICTION
MWI's principal place of business and executive offices are located in Idaho. All disputes between you and MWI, and any guarantor and MWI, including but not limited to actions to obtain payment, are governed by Idaho law and the venue may be located in Boise, Idaho. You expressly submit to the jurisdiction and venue of the state and federal courts in Boise, Idaho. You, MWI, and the guarantor, if any, are the only parties to the agreement, and there are no intended or incidental third party beneficiaries. In any dispute the prevailing party shall recover from the other party reasonable attorney fees and costs, collection agency fees, and any other costs incurred.

16. CHANGES IN TERMS

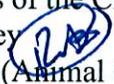
At MWI's sole discretion, MWI can change MWI's Terms of Sale at any time by notifying you at your statement address at least 30 days in advance of the effective date of the change. All changes to the Terms of Sale will apply to all purchases, returns or other transactions that occur on or after the effective date of the change, and will apply to any money that you owe to MWI on or after the effective date of the change, regardless whether your purchases or account entries that caused the money to be owed to MWI occurred before or after the effective date of the change. You agree with the Terms of Sale by making purchases, returns or other transactions with MWI, or by continuing to owe money to MWI, on or after the effective date of the change. If you disagree with the changes in the Terms of Sale, you shall stop any further transactions with MWI, and shall repay to MWI any money you owe MWI, before the effective date of the change.

AGENDA

ITEM

NO. 16

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: HomeAgain Shelter Agreement (Animal Control)
DATE: February 19, 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. The monies for this Agreement have been previously budgeted and the "companion" Agreement is with Shelterbuddy.

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

HOME AGAIN SHELTER AGREEMENT

This Home Again Shelter Agreement (“**Agreement**”), effective as of February 10, 2016 (“**Effective Date**”), is between Intervet Inc., d/b/a HomeAgain, 2 Giralda Farms, Madison, NJ 07940 (“**Home Again**”), and the animal shelter or other animal care facility listed below (“**Shelter**”). HomeAgain represents and warrants that it is the successor-in-interest to Schering-Plough HomeAgain, LLC and any and all references to Schering-Plough HomeAgain LLC in this Agreement, HomeAgain’s marketing materials, HomeAgain’s website, any Customer License Agreement and any other documents relating to this Agreement will apply *pari passu* to Intervet Inc.

1. **Shelter Data and Software.** Shelter participates in the microchip implantation and pet recovery services offered by Home Again (“**HomeAgain® Program**”). Shelter agrees to allow Home Again and its business partner, Shelter Management Pty Ltd. and its affiliates (collectively, “**SMPL**”), to access and collect data about Shelter’s clients and their pets (“**Shelter Data**”) through the use of certain software supplied by SMPL (“**Software**”). Effective as of the same Effective Date of this agreement, Shelter and SMPL will enter into a Customer License Agreement (“**License Agreement**”) for the provision of the Software described therein, commonly known as “Shelter Buddy”. **HOME AGAIN WILL HAVE NO LIABILITY TO SHELTER ARISING OUT OF OR RELATING TO THE SOFTWARE AND/OR ITS INSTALLATION, USE, MAINTENANCE, INTERFACE, SUPPORT OR PERFORMANCE.**
2. **Requirements.**
 - 2.1 Subject to meeting the requirements set forth in Section 2.2, Home Again will (i) pay (on Shelter’s behalf) SMPL’s monthly fee for standard maintenance, hosting and customer support for the Software for the term of this Agreement as long as the shelter meets the minimum enrollment requirement as set forth in 2.2(h) below, and (ii) pay (on Shelter’s behalf) all services defined in Appendix A (collectively, the “**Start-Up and Ongoing Costs**”). Shelter may request from SMPL additional services, the cost of which will be the responsibility of Shelter which include, but are not limited to, the services listed in Appendix B.
 - 2.2 In exchange for the payment by Home Again pursuant to Section 2.1, Shelter agrees:
 - (a) to purchase exclusively the HomeAgain® brand microchips with prepaid enrollments;
 - (b) that prior to adoption each dog and cat will be implanted with a microchip;
 - (c) to provide to Home Again, daily during the term of this Agreement, pet owner contact information, alternate contact information, and pet information including microchip identification number (“**Enrollment Data**”) for each adopted dog and cat;
 - (d) to enroll HomeAgain® brand microchips exclusively in the HomeAgain® Pet Recovery Service;
 - (e) to begin sending Enrollment Data to Home Again for adopted dogs and cats within 90 days from the Effective Date;
 - (f) to send to Home Again each update of pet owner contact information using the Software;
 - (g) to be invoiced \$9.99 for each new Home Again enrollment that is not a Home Again prepaid enrollment and to pay in full each invoiced amount within 30 days from the date of receipt;
 - (h) to enroll in the HomeAgain® Program a minimum of 800 enrollments in each calendar year during the term of this Agreement;
 - (i) to include the following statement in the adoption contract/receipt (and owner redemption receipt if Shelter chooses to send Enrollment Data for pets returned to an owner): *“Your pet is implanted with a microchip and will be enrolled in the HomeAgain® Pet Recovery Service. For that reason, we share your contact and pet information with Home Again, which provides pet recovery and wellness services. Your contact information will be retained and used by Home Again solely for the purpose of delivering the services and products under the HomeAgain® Program. For more information on the HomeAgain® Program, please visit www.homeagain.com.”*;
 - (j) if Shelter has a public-facing website, to include in such website a link to www.homeagain.com; and
 - (k) to launch the HomeAgain® Program at the Shelter’s facility(ies) within 90 days from the Effective Date. As used in this Agreement, a Shelter will be deemed to have “launched” the service at the time that Home Again begins receiving pet enrollments that originate from the Shelter.
 - 2.3 If Shelter fails to launch the service within 90 days from the Effective Date, Home Again will be entitled to recover from the Shelter the Start-Up Costs paid on Shelter’s behalf pursuant to Section 2.1 of this Agreement.

3. Ownership.

3.1 Ownership Rights and License. As between Home Again and Shelter, Shelter will own all right, title and interest in and to the Shelter Data that is collected from Shelter using the Software, except that Home Again will have the right to use such Shelter Data as provided in Section 3.2 below. Shelter hereby grants to Home Again a non-exclusive, worldwide, irrevocable, perpetual, royalty-free, fully paid-up license to use the Shelter Data for the purposes set forth in this Agreement.

3.2 Use of Shelter Data. Home Again will not sell or rent any Shelter Data obtained from Shelter. Please consult our Privacy Notice which may be found online at www.homeagain.com to understand the ways in which we collect, use, and disclose personal information.

4. Term and Termination. The initial term of this Agreement will begin on the Effective Date and will continue for 1 year(s) following the date that the Shelter is deemed to have "launched" the service under Section 2.2(m)("Initial Term"). Following the Initial Term this Agreement will automatically continue in force on at "at-will" basis, and may be terminated by either party without cause upon 30 days prior written notice to the other party. In addition, this Agreement may be terminated (either during the Initial Term or thereafter) by either party immediately upon written notice to the other party in the event of a material breach, which the breaching party fails to cure promptly. The provisions of Sections 3, 5, and 7 will survive the expiration or termination of this Agreement.

5. Confidentiality. Home Again and Shelter agree to be bound by the terms and conditions and privacy policy, as amended from time to time, set forth on the homeagain.com website.

6. Notices. All notices and other communications provided for herein shall be in writing addressed as set forth on the signature page hereof and shall be deemed delivered (a) upon personal delivery, (b) one day after being sent by facsimile with telephone confirmation of receipt, or (c) one day after being sent by a recognized express courier service that maintains records of receipt.

7. Arbitration of Disputes. Any dispute arising out of or in connection with this Agreement must be asserted within 1 year from the date the material facts giving rise to such dispute have occurred and will be resolved by arbitration in accordance with the then-current Rules of the American Arbitration Association, by a sole arbitrator. The place of arbitration will be Newark, New Jersey, or such other place as may be agreed by the parties. The arbitrator will have no authority to award punitive or exemplary damages or any other monetary damages not measured by the prevailing party's actual damages.

8. Governing Law; Amendment; Entire Agreement; Etc. This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its principles or rules of conflict of laws; (b) may be executed in one or more counterparts, each of which shall be an original, but all of which together shall constitute one instrument; (c) may be amended or supplemented only by written instrument signed by each of the parties hereto; (d) does not create a partnership, joint venture, agency, employment or other similar relationship between the Parties or authorize a Party to waive any right, or assume or create any contract or obligation of any kind in the name of, or on behalf of, the other party; (e) shall not be construed as giving any person or entity, other than the parties hereto and their successors and permitted assigns, any right, remedy, or claim under or in respect of this Agreement or any provision hereof; and (f) constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto.

BY SIGNING THE FOREGOING HOME AGAIN SHELTER AGREEMENT, SHELTER ACKNOWLEDGES THAT IT HAS READ THE AGREEMENT AND AGREES TO BE BOUND BY ITS TERMS.

AUTHORIZED SHELTER REPRESENTATIVE

INTERVET INC.

NAME: BRIAN C. BLAD

NAME: LISA DACUK-JULIUS

SIGNATURE: _____

SIGNATURE: _____

TITLE: MAYOR

TITLE: DIRECTOR OF SHELTER PROGRAMS

SHELTER NAME: City of Pocatello

Address:
3100 Avenue of the Chiefs
Upper Ross Park
Pocatello, ID 83204

Address:
2 GIRALDA FARMS
MADISON, NJ 07940

Phone: 208-234-6156

Phone: 973-937-5123

APPENDIX A

START-UP COSTS

Item	Description	Retail price	Cost to shelter
Shelter Buddy software	Needs assessment interview Database customization Onsite training	\$20,000 and up	Free

MONTHLY COSTS

Monthly maintenance fees	Database hosting services Nightly backups, retained for 10 days 24 x 7 toll-free support	\$2,500 / year	Free
Ongoing technical support	Online support Free phone and email assistance Easy to read hardcopy manuals	\$2,500 / year	Free

APPENDIX B – SMPL ADDITIONAL SERVICES

Item	Description	Retail Price
Electronic Signature Capture	This price is for the Electronic Signature capture module which allows you to use Ipads or tablet devices to capture signatures and reduce the need for paper copies, there is a once off setup charge of \$1,250.00.	\$1,250.00
Lost and Found Public Site	This site is designed for the active interface for the public with the animals, be it lost, found or adoption animals The site can be customized to reflect the customer's current website "look". There is an additional monthly charge based on the animal numbers. (Table at end of this document)	\$2,940.00
API Data Feed	An API data feed that can be used to provide the adoption animal data so organisations can build their own adoption sites. There is an additional monthly charge based on the animal numbers. (Table at end of this document)	\$1,865.00
Virtual Shelter	Virtual Shelter is supplied as part of the standard PRO installation however the electronic digitizing of a shelter plan or drawing supplied by the customer varies in price depending on its complexity and detail. We are currently building an administration section for this feature and when it's completed Home Again staff will be able to set virtual shelter up themselves as part of the implementation process. The admin module should be available by April 2015.	\$950.00 - \$1,800.00
Pawfect Photos	One of the most important issues in adopting animals or matching lost and found animals is accurate photos yet this is often overlooked by many shelters due to what can be a timely and cumbersome process. Shelter buddy now has what we believe the best solution on the market. Simply using one of our many recommended easily available digital cameras and purchasing the wifi equipment through Shelter Buddy enables users to easily upload photos of animals seamlessly directly onto the Shelterbuddy animal record. The price includes 1 wifi card, software and network configuration. We can supply a list of compatible digital cameras that can be purchased locally.	\$1,695.00
Boarding Module	A comprehensive boarding module	\$2,880.00
Intranet	Intranet specifically developed for use in an animal welfare organization with features like breed training, etc.	\$2,945.00
Advanced Animal Training Module	A comprehensive and enhanced Animal training module.	\$2,650.00
Adhoc reporting	An adhoc reporting tool option "Active Reports Server" is available. There is an additional monthly charge based on the animal numbers at the end of this document. http://www.youtube.com/watch?v=TSUoEhueuol	\$2,875.00 - \$7,800
On Line Licensing	A module that allows the public to license their animals over the internet which is completely integrated with Shelter Buddy. The system is mobile phone ready and has features specifically designed for enquiries by rangers and animal control officers in the field.	\$5,080.00 Plus a monthly charge as per the table below. The monthly charge is based on the number of licenses issued.

Item	Description	Retail Price
EzyVet Module (Available March 2016)	The Ezyvet module is a full service veterinary clinic software package suitable for complex shelter operations or private and public veterinary clinics. The software is integrated with Shelterbuddy and provides access and integration to other systems such as Smartflow software and Xero cloud based accounting software. The Ezyvet system contains a comprehensive POS system.	Based on Users, as a guide, \$2,500 - \$10,000 implementation fee then \$40.00 - \$70.00 per month per user.
Data Conversions	Data conversions and data up loads all need to be priced individually and normally are at least 25 hours.	\$150.00 per hour
Data Conversion - Adopt-a-Friend	A standard Adopt-a-Friend conversion with no more than three years history, 100,000 animal records and 100,000 person records from the standard Adopt-a-Friend data extraction. **Any change to these parameters would be a minimum of \$2,000 extra**	\$8,000.00
Data Conversion - Petpoint	A standard PetPoint conversion with no more than three years history, 100,000 animal records and 100,000 person records from the standard PetPoint data extraction. **Any change to these parameters would be a minimum of \$2,000 extra**	\$8,000.00
Data Conversion - Chameleon	A standard Chameleon conversion with no more than three years history, 100,000 animal records and 100,000 person records from the standard Chameleon data extraction. **Any change to these parameters would be a minimum of \$3,000 extra**	\$9,000.00
Advanced Volunteer Module with web sign on.	An advanced volunteer module that allows the full management of your volunteers and a web login in so volunteers can sign on, roster and request training all seamlessly and automatically based on their approved training and skillset. This module comes with a range of reports.	\$1,800.00 - \$15,000.00
Mapping	Using 3rd party software and tools from Google mapping functionality is available throughout the system which is especially useful in the Dispatch module and for routing. There is a once off setup cost then a monthly price based on estimated page views. In the administration section there is a counter that customers can monitor their usage and once their limit is reached the feature will turn off till reactivated.	\$1,835.00 Setup and either \$69.00 per month or \$99.00 per month based on page views.
POS System	A third party POS system that is integrated within Shelterbuddy is available and a detailed quote would be provided separately however approximate costs are; This module will be available April 2016	\$296.00 per month Plus \$49.00 per month per active cash drawer

Item	Description	Retail Price
Touchmate Desktop	<p>The ALPHA is a small, compact desktop or wall mounted kiosk designed for use in environments where both small footprint and lower cost are requirements. The kiosk is available in either a white or black enclosure and can be equipped with a wide variety of peripheral devices and unit options.</p> <p>The ALPHA kiosk is available with either a 15 or 17-inch LCD touchscreen display. Other flexible features include Touchscreen: We use 3M capacitive touch or Zytronics (secure touch) fitted to a 17inch Open frame LCD panel. This is a high quality capacitive touch solution, it is not prone to failure and provides a durable, clear and responsive touch solution.</p> <p>PC: A choice of our standard Intel Core 2 Duo processor, the new iCore processors.</p> <p>Available options: - Onsite support Warranty - Barcode scanner - Printers - Card Readers</p> <p>Standard Warranty: 2-year return to base on all supplied internal components.</p> <p><i>**This kiosk is only available if the customer has purchased and using the Shelter buddy Public site module or the XML data feed option. **</i></p>	\$2950.00 plus freight
Touchmate Kiosk	<p>Touchscreen: We use 3M capacitive touch or Zytronics (secure touch) fitted to a 17inch Open frame LCD panel. This is a high quality capacitive touch solution; it is not prone to failure and provides a durable, clear and responsive touch solution.</p> <p>PC: The kiosk would come with a Touchmate Industrial PC. The standard PC is:</p> <ul style="list-style-type: none"> - Pentium Core 2 duo 2.5ghz processor - 2gb of RAM - 160gb Hard drive (sata 2) - 450 watt Power supply - Windows XP pro <p>Console: Manufactured out of steel the unit has an extremely durable scratch resistant powdercoat finish, which is available in virtually any colour.</p> <p>Available options: Onsite support Warranty - Signage - Stainless Steel panels - Printers -- Card Readers - Bar code scanner</p> <p>Standard Warranty: 2-year return to base on all supplied internal components.</p> <ul style="list-style-type: none"> 1 x Kiosk shell (in your choice of color) 1 x 17inch Touch monitor 1 x Industrial PC 1 x Facia Panel 2 x magnetic shielded speakers 1 x rear cover panel <p><i>**This kiosk is only available if the customer has purchased and using the Shelter buddy Public site module or XML feed. **</i></p>	\$3950.00 plus freight

Total Shelter Animal Numbers per year	Monthly Fee for Lost, Found and Adoption Site This is the same table as used for the online licensing pricing based on number of licenses issued.
1 – 200	\$40.00
200 – 400	\$45.00
400 – 800	\$55.00
800 – 1,600	\$65.00
1,600 – 3,000	\$75.00
3,000 – 6,000	\$99.00
6,000 – 12,000	\$145.00
12,000 – 18,000	\$180.00
18,000 – 25,000	\$220.00
25,000 – 40,000	\$265.00
40,000 – 60,000	\$295.00
60,000 – 80,000	\$385.00
80,000 – 100,000	\$425.00
100,000 – 120,000	\$495.00

AGENDA

ITEM

NO. 17

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Shelterbuddy Software Agreement (Animal Control)
DATE: February 19, 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 has no cost to the City since there is a "companion" Agreement with HomeAgain regarding microchips.

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

CUSTOMER LICENSE AGREEMENT

This License Agreement (this "Agreement") is dated as of February 10, 2016 (the "Effective Date"),

BETWEEN: Shelter Management Pty Ltd Australian Company Number 107 488 620 ("SMPL"),
109 Wacol Station Road, Wacol, Qld, 4076, Australia ("Licensor")

AND: City of Pocatello, Animal Services
3100 Avenue of the Chiefs Upper Ross Park Pocatello, ID 83204 ("Licensee");

(Together the "parties")

Recitals:

- A. The Licensor is a proprietry limited company owned by RSPCA Qld Inc a charitable organization, registered in the State of Queensland, Australia and charged with the responsibility, amongst other things, of promoting the welfare of animals in that State. The Licensor has the rights to certain software, as described in annexure 1 ("Software"), which it supplies to users for the administration and management of animal shelters, and provides certain services related thereto, as described in annexure 2 ("Services").
- B. The Licensee wishes to be licensed by the Licensor to use the Software and for Licensor to provide the Services, which the Licensor has agreed to do subject to the terms and conditions set out in this Agreement.
- C. The Licensor is not able to license the Software and supply the Services to the Licensee on the terms and conditions set out herein unless the Licensee is a customer of Home Again.

The Licensor and Licensee shall each be referred to herein as a "Party", and collectively, as the "Parties".

THE PARTIES AGREE AS FOLLOWS:

1. Definitions and Interpretation

- 1.1 For the purposes of this Agreement, unless the context otherwise requires -

"Chief Executive Officer" means the most senior executive officer, by whatever name called;

"Confidential Information" includes all business, commercial, technical and other information of a confidential or private nature, in whatever form. In the case of the Licensee, the term includes any and all information that is not in the public domain concerning its customers, operations, procedures, suppliers, officers, employees, contractors, benefactors, revenue, costs of carrying on its operations and assets and liabilities;

"Contract Consideration" means the amount payable to the Licensor under this Agreement;

"Contract Price" means the amount to be paid by the Licensee to the Licensor for the provision of the Software and, where applicable, for Services, as specified or described in annexure 2;

"Home Again" means the company that conducts a lost pet recovery service in the United States of America, including by means of implantation of microchips in animals covered by the service, and a suite of ancillary member benefits surrounding pet wellness and safety.

"Intellectual Property Rights" includes copyright, trademark, design, patent, semiconductor and circuit layout rights;

"Services" means the services (if any) specified in annexure 2, which are to be provided by the Licensor to the Licensee;

"Software License" means the license granted hereunder by the Licensor to the Licensee to use the Software;

"Term" means the period (if any) specified in annexure 2 for the provision by the Licensor of the Services.

1.2 In this Agreement:

- (a) headings are for convenience only and do not affect interpretation, and unless the context indicates a contrary intention;
- (b) a reference to any Party includes that Party's executors, administrators, successors, substitutes and assigns, including any person taking by way of novation;
- (c) a reference to this Agreement or to any other agreement or document includes, respectively, this Agreement or that other agreement or document as amended, novated, supplemented, varied or replaced from time to time;
- (d) the term "including" means "including without limitation";
- (e) words importing the singular include the plural (and vice versa), words denoting a given gender include all other genders, and words denoting individuals include corporations (and vice versa);
- (f) a reference to a clause or an annexure is a reference to a clause of or annexure to this Agreement; and
- (g) references to currency are references to currency of the United States of America unless otherwise specifically provided.

2. Intellectual Property

2.1 The Licensor will upon payment therefor by the Licensee (as specified elsewhere in this Agreement) supply the Software to the Licensee in the form and subject to the limitations specified in Annexure 1 to this Agreement. The Parties acknowledge and agree that:

- (a) the Licensor will remain the sole owner of the Software and all Intellectual Property Rights associated with the Software;
- (b) subject to the other provisions of this Agreement, the Licensor hereby will in supplying the Software grant to the Licensee a non-exclusive worldwide perpetual license to use the Software for the number of concurrent users and in the manner specified in Annexure 2;
- (c) the License does not extend to, and the Licensee will not receive, any source code;
- (d) the Licensee must not assign or sublicense the Software or any part thereof without the prior written approval of the Licensor, which may be withheld or granted, with or without conditions, in the absolute discretion of the Licensor.

2.2 The Licensor will own the Intellectual Property Rights in any training materials supplied by it but the Licensee will have the perpetual right to use that material for the purpose of further training its personnel.

- 2.3 All work processes, procedures and methodologies introduced and developed by the Licensor in carrying out the Services will be proprietary to the Licensor but the Licensor grants to the Licensee a non-exclusive worldwide perpetual royalty free license to use the same.
- 2.4 In the event that the Licensor makes any general modifications or improvements to the Software, it will offer to make such general modifications or improvements to the Licensee for no additional consideration (except for the Licensor's actual costs incurred in making the same available to the Licensee). This does not affect the Licensor's right to charge an agreed consideration for modifications or improvements to the Software made at the request of the Licensee. The Licensee is not permitted to make any amendments or changes to the Software except for that allowed via the Administration module (as described in Annexure 1).
- 2.5 The Licensor warrants that the Software does not infringe the Intellectual Property Rights of any Person. The Licensor must fully indemnify the Licensee against any loss, costs, expenses, demands or liability, whether direct or indirect, which arise out of a claim by any Person that the Software infringes any Intellectual Property Rights of that Person. In the event of such a claim –
- (a) without prejudice to the Licensee's right to defend a claim alleging infringement of the Intellectual Property Rights of any person, the Licensor will if requested by the Licensee conduct the defence of a claim alleging an infringement at the Licensor's expense;
 - (b) the Licensee will observe the reasonable directions of the Licensor relating in any way to that defense or to negotiations for settlement of the claim; and
 - (c) the Licensee will provide the Licensor with reasonable assistance in conducting the defence of a claim if requested to do so, at the Licensor's expense.

3. Services

- 3.1 The Licensor will provide the Services in accordance with that degree of diligence, prudence and foresight reasonably and ordinarily exercised by skilled and experienced Australian, Canadian or American recognized operations engaged in the same type of undertaking under the same or similar circumstances and conditions.
- 3.2 The Licensor will consult as reasonably necessary with the Licensee in order to provide the Licensee with such information as it reasonably requires concerning the current and anticipated future performance of the Software.
- 3.3 The Licensee will make available to the Licensor all third party software licenses, and supporting documents if such material is necessary, for the Licensor to perform its obligations under this Agreement.

4. Other things to be supplied by the Licensor

- 4.1 The Licensor will in conjunction with the supply of the Software supply to the Licensee such other items or things as are specified in annexure 2.

5. Assignment by the Licensor

- 5.1 The Licensor may by written notice to the Licensee at any time, assign both its rights and its obligations under this Agreement, in which case the assignee will be novated to this Agreement in place of the Licensor. Any such assignment without such written notice shall be null and void.

6. No implied warranties

- 6.1 Except as expressly provided in this Agreement, the Licensor gives no warranty whatsoever in respect of the Software or its suitability for the Licensee's use, and except to the extent otherwise required by applicable law, all implied warranties are hereby excluded.

- 6.2 The Licensor will under no circumstances whatsoever be liable for consequential or indirect loss or damage of any kind arising out of or in any way connected with the Software or the Services or the performance of or failure to perform the provisions of this Agreement.

7. Payments

- 7.1 The Licensee must pay to the Licensor the Contract Price upon receipt of duly issued invoices therefor. Such payments must be made the amount within thirty (30) days of receipt of an invoice.
- 7.2 If the Licensee disputes the whole or any portion of the amount claimed in an invoice submitted by the Licensor, the Licensee must pay the portion of the amount stated in the invoice which is not in dispute and notify the Licensor in writing within seven (7) days of becoming aware of such dispute, of the reasons for disputing the remainder of the invoice. The Licensee must pay the remainder of the invoice (or such other amount as is determined to be the correct amount) within seven (7) days of the settlement of the dispute by agreement of the Parties or otherwise in accordance with this Agreement.
- 7.3 If any withholding tax must be withheld from the Contract Consideration or if value added tax or other tax (other than a tax that relates to income) is payable on the Contract Consideration, then the Licensor may increase the Contract Consideration or the relevant part thereof by the amount of such withholding tax or value added or other tax which must be withheld by the Licensee or paid by the Licensor.
- 7.4 Notwithstanding the other provisions of this clause 7, in the event that the Licensee is unable during the first three years of the Term for a period of not less than five (5) consecutive days to operate the Software substantially in the manner described in Annexure 1, and such inability is the direct result of the non-performance by the Licensor of its obligations to provide the Software or the Services (whether or not arising from Force Majeure, as described in clause 11), then the Licensor must refund a percentage of the Contract Price, calculated as being 10% of the Contract Price (excluding any part of the Contract Price that relates to the ongoing provision of Services) for each period of five (5) consecutive days of non-performance by the Licensor of its obligations to provide the Software and the Services. The monthly monitoring and maintenance fees will also be waived for the corresponding period.

8. Confidentiality

- 8.1 Neither Party may access or have possession or control of the Confidential Information of the other unless and to the extent that this is necessarily required for the purposes of this Agreement. Each Party acknowledges that it there may be times where access to or possession or control of Confidential Information of the other is necessarily required for the purposes of this Agreement, and the provisions of this clause 8 will apply thereto.
- 8.2 Neither Party will at any time before or after the termination of this Agreement disclose, furnish or make accessible to any person, firm or corporation in any manner whatsoever or use for its own benefit, except in accordance with the terms and conditions of this Agreement, Confidential Information of the other or any part thereof unless the other Party has given its prior written consent or unless required by applicable law. Where one Party has possession or control of Confidential Information of the other, it must ensure that it does not violate, or cause the other Party to violate, applicable privacy legislation in respect of the Confidential Information in its possession or under its control.

- 8.3 Each Party will cause its employees, agents and any other persons permitted access to any Confidential Information for the purposes of this Agreement to observe and comply with the confidentiality and non-disclosure requirements of the Agreement as if in each case they were the Party concerned. If required by the other Party, a Party that has possession or control of Confidential Information of the other will cause any of its employees, agents or other persons that it permits to have access to such Confidential Information to execute and deliver an acknowledgment and undertaking for the purposes of this clause reasonably acceptable to the other Party.
- 8.4 Each Party must ensure all Confidential Information and materials of the other Party that are in its custody for purposes concerned with this Agreement will be:
- (a) protected at all times from unauthorized access or use by any Person, or misuse, damage or destruction by any person; and
 - (b) to the extent that they are not authorized by, or required to be retained for the purposes of, this Agreement, returned, upon request, to the other Party, along with evidence reasonably acceptable to the other Party that it no longer has any of such Confidential Information in its possession or control.

9. Disputes

- 9.1 Any dispute arising in connection with this Agreement, which cannot be settled by negotiation between the Parties or their representatives, must be referred to the Parties' Chief Executive Officers for consideration and attempted resolution.
- 9.2 If the Parties' Chief Executive Officers cannot resolve the dispute after five (5) business days (or such other period as is agreed between the Parties) from the date of referral, the Parties may only commence legal proceedings.
- 9.3 Nothing in this clause will prevent a Party from seeking urgent equitable relief before any appropriate court.

10. Termination

- 10.1 Where Services are to be provided by the Licensor (as specified in annexure 2), they will be supplied for the Term.
- 10.2 Without prejudice to any other rights either Party may have under this Agreement or at law, and notwithstanding any other provision herein, either Party ("Non-Defaulting Party") may terminate this Agreement immediately by notice in writing, if the other Party ("Defaulting Party") is in breach of any material term and every endeavour is not made to ensure such breach is remedied to the reasonable satisfaction of the Non-Defaulting Party within 30 days of receipt of written notice by the Defaulting Party.
- 10.3 Either Party may terminate this Agreement as follows:
- (a) upon the other Party becoming insolvent, bankrupt, or making an assignment, proposal or an arrangement for the benefit of its creditors or becoming the subject of liquidation or winding up proceedings (other than for the purposes of re-organization or amalgamation); or
 - (b) upon a receiver, trustee, liquidator, administrator or custodian being appointed over the undertaking or assets of the other Party.
- 10.4 This Agreement may be terminated at any time by the express mutual written agreement of both Parties.
- 10.5 Notwithstanding any other provision in this Agreement, it is acknowledged and agreed by the Licensee that the Licensor has entered into this Agreement on the express understanding that the Licensee is a party to a contract with Home Again, as more fully described in Annexure 2 and that

the Licensor may terminate this Agreement at any time in the event that the Licensee is not a party to such a contract.

- 10.6 The termination of this Agreement for whatever cause will not affect any obligations or rights that have been incurred or accrued at the time of the termination or the provisions of clauses 2.1, 2.2, 2.3, 2.5, 6, 8 and 10.6, which will continue in operation.

11. Force Majeure

11.1 Subject to the provisions of clause 11.2, except for circumstances of its own negligence neither Party will be liable for its failure to perform any of its obligations under this Agreement due to a cause beyond its reasonable control (except those caused by a lack of funds) including, but not limited to Acts of God, fire, flood, explosion, strikes, lock outs or other industrial disturbances, laws, rules and regulations or orders of any duly constituted government authority or non-availability of materials or transportation (each a "Force Majeure Event").

11.2 All time limits imposed by this Agreement will be extended by a period equal to the period of delay resulting from a Force Majeure Event.

12. General

12.1 The Parties must sign all documents and do all things necessary or desirable to give effect to this Agreement and will procure its officers, employees and agents to declare, make or sign all documents and do all things necessary or desirable to give full effect to this Agreement.

12.2 This Agreement constitutes the entire Agreement and supersedes all previous understandings, expectations, communications, representations and agreements, whether verbal or written, between the Parties with respect to the subject matter.

12.3 Any modification to this Agreement to be effective must be in writing and signed by the Parties.

12.4 If any provision of this Agreement is for any reason declared or held invalid under any applicable statute or rule of law, that provision is to be severed from this Agreement and its invalidity will not affect the validity of any remaining portion of this Agreement.

12.5 This Agreement will enure to the benefit of and be binding upon the Licensor and the Licensee and their respective successors.

12.6 This Agreement is to be exclusively governed, construed and enforced in accordance with the laws of the State of Queensland, Australia. Each of the Parties hereby irrevocably submits to the exclusive jurisdiction of the courts of that State and of courts that may hear appeals therefrom.

12.7 No consent or waiver, expressed or implied, by either Party to or of any other breach or default by the other Party in the performance by the other Party of its obligations hereunder is to be deemed or construed to be a consent or waiver to or if any other breach or default in the performance by the other Party hereunder.

12.8 All notices, requests, demands or directions to one Party by another must be in writing indicating that such notice, request, demand or direction is being given pursuant to this Agreement and delivered or sent by registered second day mail or receipted courier service.

IN WITNESS WHEREOF the parties have entered into this Agreement on the date described above.

Signed for and on behalf)
of the Licensor before me:)

Signed for and on behalf)
of the Licensee before me:)

ANNEXURE 1 – SOFTWARE

- The Software is a relational database designed specifically for the Animal Welfare and Animal Management Industries.
- The Software has been developed utilizing the expertise of people within the animal industry from one of the largest Animal Welfare organizations in Australia.
- The Software uses some of the latest Internet technology to display information stored on a central server to any computer with Internet access and required security access. ASP security ensures only people with a username and password can use the system. If a person attempts to log in without these necessary details, they will be locked out of the system. By using ASP Cookies, the IP address of the terminal is saved, allowing the user to be tracked.
- The database is written in SQL and is designed to operate on Microsoft SQL Server.
- Users can access the database via a Web Browser, which sends ASP commands to the server. The ASP commands then use SQL programming language to connect to the database and make the required changes or perform the requested action.
- The fact that the SQL based database uses ASP commands means the database can utilize any number of other browser based applications. It is this technology that provides the web-enabled capacity of the software allowing it to integrate in real-time with such applications as a public access Lost and Found website.
- The package includes the following Department modules:
 - Shelter Operations
 - Veterinary Services
 - Basic Fundraising
 - Volunteers
 - Foster Care and Wildlife
- The Software is also provided preloaded with:
 - A minimum of 150, department specific, reports as well as numerous various forms and printable histories.
 - A section for generating receipts.
 - A section for administrator access and control referred to as the Administration module.

ANNEXURE 2 – CONTRACT SPECIFICATIONS

- Software configuration:** The Software will be deployed at the ISP of the Licensor ("Host ISP"), being an ISP having the expertise and capability to provide a hosting service reliably and professionally.
The hosting fee will be \$378.00 per month.
If the Customer is using ShelterBuddy in conjunction with Home Again, there are no hosting fees.
The maintenance fee will be \$197.00 per month. If the Customer is using Shelter Buddy in conjunction with Home Again, there are no maintenance fees.
Provided that if the Software was supplied to the Licensee in conjunction with services or products supplied by Schering Plough Home Again LLC ("Home Again"), then the Charges will not be payable by the Licensee while it continues to receive such services or products from Home Again.
- Contract with HomeAgain:** The Licensee is under contract to HomeAgain for the supply by HomeAgain of microchips and related services.
- a) **Services to be provided by Licensor:** The Licensor must carry out the services described in Section 4 of this annexure.
- b) **Other things to be provided by Licensor:** The Licensor must supply the ShelterBuddy Information and Training Materials.
The Licensor must ensure access to a toll free phone number for support, with support to be provided via telephone and the internet.
The Licensor must procure (using third party contractors supplied by the Licensor at its expense) the online training of all staff at Licensee's site, as set out in attachment 1.
The Licensor must procure (using third party contractors supplied by the Licensor at its expense) the online training for all staff that have full administrative access at Licensee's site, as set out in attachment 1.
- c) **Contract Price:** The purchase price for the Software and initial set up is
\$5,000.00 – If dealing directly with ShelterBuddy and is payable within 14 days of going live.
Or
\$0.00 – If part of the Home Again collaboration with \$5,000.00 being payable by Home Again to Shelter Buddy
These figures are net of any local taxes or charges.
Provided that if the Software was supplied to the Licensee in conjunction with services or products supplied by Schering Plough Home Again LLC ("Home Again"), then the Charges will not be payable by the Licensee while it continues to receive such services or products from Home Again.
- d) **Term:** The agreement runs for 1 year from the date both Parties have signed this Agreement.
For the purposes of clause 7.4, the Term runs from the date agreed as the commissioning date ("Commissioning Date"), being the date the Parties agree that the Software should be installed and operating according to agreed parameters, being as follows:
The Commissioning Date is xxx, provided that the Parties must consult together and amend this date where circumstances beyond the Licensor's control reasonably require.
The License for use of the Software is perpetual.
- e) **Nominated details for notices-**
Licensor: Mark Townend, CEO, ShelterManagement Pty Ltd
Licensee: Richard Stewart, Director of Animal Services, City of Pocatello

Brian C. Blad, Mayor
City of Pocatello

ATTEST: _____
Ruth E. Whitworth

Mark Townsend, CEO
ShelterManagement Pty Ltd

AGENDA

ITEM

NO. 18

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: Park and Recreation Cleaning Services Contract (Ross Park Aquatic Complex)
DATE: February 19, 2016

I have reviewed the documents which pertain to P & R's Cleaning Service Contract with Vanguard and they are in order. Given the dollar amount of this contract, internal policies apply rather than Idaho Code Bid procedures.

I would recommend that that the Council authorize the Mayor to sign any and all paperwork necessary to effectuate the purpose of this contract. If you have any questions, please feel free to contact me.

EXECUTIVE SUMMARY

TO: Mayor Blad and Council Members

FROM: John Banks, Parks & Recreation Director
Stacie VanKirk, Recreation Manager

RE: **Vanguard Cleaning Contract for Ross Park Aquatic Complex**

DATE: March 3, 2016

Council may wish to approve the request for one-year cleaning contract with Vanguard Cleaning Systems for the Ross Park Aquatic Center (RPAC)

In the past RPAC was being cleaned by inmates from the Pocatello Women's Correctional Center (PWCC). In December 2015 the City was given notice that the PWCC was cancelling their contract for the cleaning of the RPAC. Vanguard is the cleaning company that was selected for the cleaning of the Community Recreation Center in March of 2015 and we have been pleased with the performance. Therefore we would like to continue our relationship with Vanguard by awarding them the contract to clean Ross Park Aquatic Center.

Vanguard has agreed to clean the facility for 3 months for the total cost of \$10,995. This monthly fee covers both cleaning services, and cleaning supplies. CRC will continue to provide all toiletries, liners and paper supplies.

RPAC has \$8000 which was allocated to pay the prison each season for their cleaning and with the savings to cleaning supply line item of at least \$3,000 RPAC will have the funds in their existing budget to cover this expense.



VANGUARD CLEANING SYSTEMS | CLEANING SERVICE AGREEMENT

The undersigned hereby accepts the proposal of VANGUARD CLEANING SYSTEMS to supply janitorial services for your premises located at: **City of Pocatello**
Ross Park Aquatic Complex
2901 South 2nd
Pocatello, ID 83201

with the following terms:

1. Beginning 5/28/2016 [1st clean 5/23/2016] Vanguard Cleaning Systems of the Inland Northwest will arrange for delivery of the professional commercial cleaning services described on the preceding "Service Schedule" 7 x week **at a monthly cost of \$3,665.00 for 3 months Totaling: \$10,995.00** Services will be provided Memorial day – Labor day 3 month contract..
2. Client accepts that the services to be provided under the Service Schedule will be delegated by Company to an independently-owned Vanguard Cleaning Systems franchisee. Client agrees to inform Company if dissatisfied with the Service Provider or the services so any appropriate corrections can be made.
3. The contract price under "Pricing and Specifications" on the Service Schedule is applicable for one year from the date of this Agreement for the services identified on, and to be delivered at the intervals provided in, the Service Schedule. The price is subject to adjustment based upon substantial changes in occupancy or cleaning requirements. Either Client or Company can cancel this Agreement by giving 30 days advance written notice of cancellation to the other party. Any modification to this Agreement must be in writing and signed by Client and Company. This agreement automatically extends for additional 1 year periods unless Client or Company gives 30 days advance notice of cancellation during a period. Cleaning equipment and supplies are included in the price, except for toiletries, liners and paper supplies, which can be purchased through Company. .
4. Client will be invoiced each month for that month's service, with payment due by the 5th of the following month. Payments not received by the 10th of the month in which they are due are delinquent and subject to a service charge. Company can suspend services pending receipt of late payments without liability. The contract price excludes any use tax, tax on sales, services or supplies, or other such tax, which are payable by Client. Client will reimburse Company for any taxes paid by Company on Client's behalf.
5. Services are provided on Memorial Day, Independence Day, & Labor Day.
6. Client will deliver to Company with a signed copy of this Agreement one set of keys for the Service Provider, which will be returned to Client if this Agreement is cancelled. Client understands that Service Provider cannot make an agreement on Company's behalf.

ACCEPTED:

City of Pocatello

Mayor
Title

Date Signed

David J. Moruzzi

Vanguard Cleaning Systems

V.P. Sales
Title

Date Signed



February 18, 2016

**Stacie Vankirk
Ross Park Aquatic Complex.
2901 South 2nd
Pocatello, ID 83201**

Dear Stacie:

Thank you for the opportunity to present the Vanguard Cleaning Systems proposal for the commercial cleaning of Ross Park Aquatic Complex.

I am confident that Vanguard can provide you with very high-quality professional cleaning services to meet your expectations, including:

- A comprehensive service schedule that addresses all required cleaning on a regular cycle, including such often-neglected areas as high and low dusting, dusting partitions, wiping down window ledges and spot-cleaning interior glass and washroom and lunchroom walls;
- Improved cleaning and sanitation of restrooms and eating areas, including thorough cleaning of counters and sinks, wiping down microwave ovens, vacuuming lunchroom chairs, and cleaning and disinfecting lunchroom tables;
- Reliable and attentive customer service to address your current and ongoing cleaning requirements;
- Insured and bonded cleaners;
- Our cleaners are professionally trained to maintain and protect your building and investment;
- Attention to the unique requirements of your office environment, such as the use of Micro-fiber cleaning technology to eliminate cross contamination.

We appreciate your interest in Vanguard and we look forward to a long and beneficial relationship.

Sincerely,

David J. Moruzzi

V.P. Sales
dmoruzzi@vanguardcleaning.com
Office: 509-922-1499
Cell #: 208-215-1573





BENEFITS OF CONTRACTING VANGUARD

Our commitment to Ross Park Aquatic Complex

ATTENTIVE AND FRIENDLY CUSTOMER SERVICE

All clients have a Customer Service Manager available during business hours to discuss any issues or requests.

HIGHLY TRAINED AND EXPERIENCED CLEANERS

Vanguard provides extensive in-classroom and hands on training for all of our providers.



ENGLISH SPEAKING

Your main contact will always speak English so that we can communicate effectively with you and your company.

FLEXIBLE SCHEDULES

Our providers are flexible. We are able to design a cleaning program that fits either into or around your unique business operation hours.

24 HOUR ACCESS

All providers and crew supervisors carry cell phones for emergency access and to communicate effectively with you.

PAPER AND SOAP SUPPLIES

Upon request, you can easily set up supply orders with your Customer Service Representative or Account Manager.

BENEFITS OF THE VANGUARD CLEANING SYSTEM

- ✓ We have over 9,000 commercial accounts in the nation
- ✓ We are covered by a \$11,000,000 liability insurance policy and \$1,000,000 bonding policy
- ✓ Vanguard has been operating since 1984



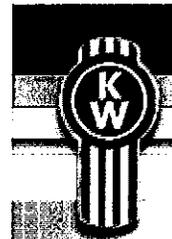
Vanguard Cleans...

- General Offices
- Multi-Tenant Facilities
- Medical Offices
- Schools, Preschools
- Day Care
- Churches
- Auto Dealerships
- Fitness Centers





SOME OF OUR CUSTOMERS WE SERVICE





THE BENEFITS OF GREEN CLEANING FOR ROSS PARK AQUATIC COMPLEX

Vanguard Cleaning Systems offers Green Cleaning to your company for no additional cost.

CLEANING FOR HEALTH...

BREATH HEALTHIER AIR...

Our High Filtration Vacuum's utilize at least 3 separate filters. These filters capture harmful particles and quickly remove them from your environment.

A CLEANER, HEALTHIER OFFICE

Green chemicals are equally effective as standard commercial cleaning chemicals. They designed to have fewer toxins and Volatile Organic Compounds (VOCs).

MICROFIBER EQUIPMENT

We also use Microfiber equipment. The result = less chemicals which reduces waste and exposure. It also means that we clean virtually every room with a clean applicator so that we don't bring germs from one room (the bathroom) into another (your office).

We create a healthy work environment and help to improve the overall satisfaction and health of both your employees and customers!

LOW ENVIRONMENTAL IMPACT...

REDUCE WASTE

Reduction the overall waste output. By using safe chemicals and less of them, we are able to help our customers minimize their impact on the environment.

MINIMIZE TOXINS

Reduction of harmful chemicals from your building in wastewater. Green cleaning products are designed to have minimal impact on the environment...



Let Vanguard help your company protect ecosystems and conserving natural resources.

SAVING YOU MONEY...

POSITIVE CUSTOMER EXPERIENCE

Be proud and display the fact that you care about the health of your customer and the environment. Upon request we will give you a framed card stating you are a green cleaned facility.

REDUCE ABSENTEEISM

With a healthier office comes a healthier employee. Reduce absenteeism by bringing in the Vanguard Green Cleaning program. The annual savings and productivity gains could alone cover the cost of your cleaning.

EXTEND THE LIFE OF YOUR BUILDING...

Extend the usable life and luster of your building components. By using micro-fiber and less chemicals we save you money both short and long term. Save money by maintaining the expensive parts of your infrastructure.

Vanguard works to ensure the health, safety, and success of your business. We deliver consistent quality cleaning and clear business value.

VANGUARD GREEN PROCESS...

GREEN CHEMICALS

Better for you, better for the environment...

MICRO-FIBER...

Removes more dirt than any traditional methods...

HIGH FILTRATION VACUUMS...

Remove and captures harmful particles your office...

GREEN REPLENISHMENT

We recommend using recycled paper and liner products... We can order these products for you upon request!

All of us at Vanguard bringing value to our customers every day. Green cleaning is another way that we go above and beyond.



Green Cleaning Program

What They Do vs. What We Do

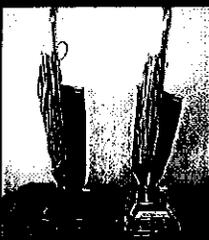
Dirty String Mops

With traditional string mops, one mop cleans everything - the bathrooms, the lunch room, and everywhere else. They are seldom laundered, if ever.



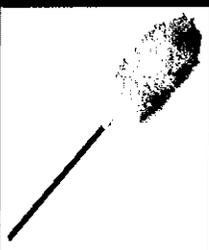
"Dust Blowers"

Most janitorial companies still use cheap vacuums with poor filtration, that leak much of the dirt on the floor back out into the air and cause poor indoor air quality.



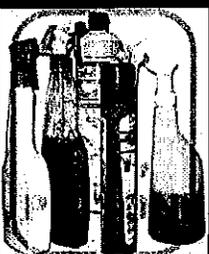
Traditional Dusters

Traditional feather dusters or lambswool dusters push the dirt around but do not remove it from your office. They are almost never laundered.



Harmful Chemical Selection

Non-green chemicals are often strongly alkaline or acidic, harmful to the environment and potentially toxic.



Poor Training

Poor training is often the case with many "mom and pop" janitorial companies.



Microfiber Floor Systems

Microfiber floor cleaning systems remove more dirt than string mops, are laundered every night, and color coded to prevent possible cross contamination.



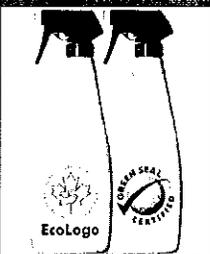
High Filtration Vacuums

Certified by the Carpet and Rug Institute, our high filtration vacuums remove more dirt and prevent the dirt they gather from leaking back into your office!



Microfiber Dusters to REMOVE Dirt

Microfiber dusters grab and hold the dirt, utilizing sleeves that are laundered regularly.



Green Certified Chemicals

Green chemicals are safe for people and the environment. They clean efficiently, sanitize effectively, and are certified by independent third party agencies such as Green Seal or EcoLogo.



Trained Service Providers

All Vanguard franchise owners are well-trained and must complete our rigorous training program before they are allowed to clean buildings.



Advantages to Ross Park Aquatic Complex In Contracting Vanguard



- **Attentive, Friendly Customer Service**
 - All clients are provided with a Quality Control Rep, available during business hours to discuss any issues or requests

- **Highly Trained and Experienced Janitors**
 - Extensive training both in classroom and cleaning accounts
 - Regularly scheduled classes for floor maintenance program
- **English Speaking**
 - Your main contact will always speak English
- **Flexible Schedules**
 - Cleaning crews available to suit your business' unique scheduling needs
- **24 Hour Access**
 - All janitors and crew supervisors carry cell phones for emergency access



- **Paper and Soap Supplies available to order from our Cleaning crews**
 - Easily set up with your Quality Control Rep or Account Executive

About Vanguard Cleaning Systems...

- ✓ We have over 16,000 commercial accounts across North America
- ✓ We are covered by a \$11,000,000 liability insurance and \$1,000,000 bonding policy
- ✓ We have been operating in North America since 1984



AREAS TO BE SERVICED

Memorial Day – Labor Day
Entrance Areas,
Entrance Glass Doors & side Windows,
Lobby area

Carpet Runners,

Locker Rooms, Changing Areas
Hallways,
Glass Partitions,
Restrooms, Lunchroom,
Showers
Water Fountains, Windows as needed.

WE PAY ATTENTION TO DETAIL!



VANGUARD CLEANING SYSTEMS SERVICES SCHEDULE

		7 x week				
		TASK FREQUENCY				
		Each Visit	Week	Month	Quarterly	Annually
Area to be cleaned		Each Visit	Week	Month	Quarterly	Annually
Entrances/ Lobby						
1	Dust mop & or Sweep the resilient floors & spot mop to remove spills and stains.	X				
2	Pick up garbage and debris such as paper, cartons, etc. (Return found items to account contact).	X				
3	Empty trash cans remove waste to designated area.	X				
4	Clean and polish metal ornaments.	X				
5	Clean metal doors and aluminum surfaces.	X				
6	Remove accumulated mud and/or sand.	X				
7	Vacuum carpets & protective carpets.	X				
8	Remove marks on walls, doors and entrance glass.	X				
9	Wash both sides of doors and glass partitions.	X				
10	Damp mop resilient floors.	X				
Area to be cleaned		Each Visit	Week	Month	Quarterly	Annually
Stairwells N / A						
1	Check for and keep free of debris					
2	Remove marks on walls, doors and frames					
3	Sweep & or Vacuum the steps and the landings					
4	Clean steps, risers and landings					
5	Clean handrails with a damp cloth					
6	Wash stairs, landings and handrails					



VANGUARD CLEANING SYSTEMS SERVICES SCHEDULE						
		TASK FREQUENCY				
		Each Visit	Week	Month	Quarterly	Annually
Area to be cleaned						
General Area						
1	Empty waste containers and remove trash to the designated area (Client is responsible for liners which can be purchased through Vanguard).	X				
2	Spot clean the garbage containers to remove spills, dirt and stains as needed.	X				
3	Vacuum carpeted areas including floor mats.	X				
4	Sweep & or dust mop ceramic and resilient floor areas and spot clean to remove spills and stains. Remove gum & shoe marks as needed.	X				
5	Return chairs, furniture, and waste containers to proper positions.	X				
6	Lock designated office doors upon completion of cleaning.	X				
7	Dust window ledges, tops of partitions, and low reaching areas including chair rungs.	X				
8	Dust and remove debris from metal entrance thresholds.	X				



VANGUARD CLEANING SYSTEMS SERVICES SCHEDULE						
		TASK FREQUENCY				
		Each Visit	Week	Month	Quarterly	Annually
Area to be cleaned		Each Visit	Week	Month	Quarterly	Annually
General Area Cont'						
9	Damp mop floors. Roll floor mats up and clean underneath. Remove marks and smudges from shoes.	X				
10	Disinfect all door handles, knobs, push plates, fixtures & light switches	X				
11	Dust high reach areas including shelves, ledges, vents, baseboards, moldings, air-intake grilles, air vents, windowsills, extinguishers & emergency lights, and grills.			X		
12	Dust blinds.			X		
13	Remove cobwebs.	X				
14	Clean baseboards, corners. Remove dust and dirt build up.			X		
15	*Machine Scrub Concrete floors		X			
Area to be cleaned		Each Visit	Week	Month	Quarterly	Annually
Janitorial Closets						
1	Check for and keep free of debris	X				
2	Empty and remove garbage to designated area.	X				
3	Sweep resilient flooring.	X				
4	Damp mop resilient flooring.	X				
5	Clean sinks and remove stains and hard water build up.		X			
6	Keep the floor neat and orderly.	X				
8	Clean and organize janitor closet.	X	X			
9	Wipe down and disinfect the equipment.		X			



VANGUARD CLEANING SYSTEMS SERVICES SCHEDULE

		TASK FREQUENCY				
		Each Visit	Week	Month	Quarterly	Annually
Area to be cleaned						
Lunchroom/ Kitchen						
1	Wipe and disinfect chairs, exterior and interior of microwaves, counters, tables and sinks. Remove stains and calcium build up.	X				
2	Sweep & or Dust mop Floors.	X				
3	Pick up garbage and debris such as paper, cartons, etc. (Return found items to account contact).	X				
4	Damp mop with germicidal disinfectant the resilient floors.	X				
5	Rinse and clean drinking machines..	X				
6	Damp mop the ceramic and resilient floors. Roll floor mats up and clean underneath. Remove marks and smudges from shoes.	X				
7	Empty and clean trash cans, and change bags as necessary. Remove splashes and stains from walls.	X				
8	Remove marks on walls, doors, frames, glass partitions, the exterior of the fridge.	X				
9	Spot wash doors and glass partitions.	X				
10	Dust and wipe windowsills.		X			
11	Clean the surface of air-intake grilles, air diffusers, windowsills, and extinguishers			X		



VANGUARD CLEANING SYSTEMS SERVICES SCHEDULE									
					<i>Must always use cloths designated just for washrooms.</i>				
					TASK FREQUENCY				
Area to be cleaned					Each Visit	Week	Month	Quarterly	Annually
* Restrooms / Showers / Changing Rooms									
1	Inspect room for cleanliness; clean and pick up debris as necessary.	X							
2	Clean and disinfect toilets, urinals, sinks, vanity tables, mirrors and other accessories.	X							
3	Wash and polish plumbing and fittings.	X							
4	Remove marks on walls, doors, and partition walls.	X							
5	Restock toilet paper, paper towels, hand soap, and other supplies.	X							
6	Wash and disinfect floor.	X							
7	Empty trash cans and sanitary-napkin receptacles, and fill the different dispensers.	X							
8	Dust and clean metal plates on doors.	X							
9	Remove stains from sinks, toilets, and urinals.	X							
10	Report to contact any leaks or broken fixtures.	X							
11	Remove graffiti.	X							
12	Return any left behind items to contact.	X							
13	Clean and disinfect trash cans and sanitary-napkin receptacles.	X							
14	Remove any trace of rust on chrome.	X							
15	Wash the metal partitions.	X							
16	Wash base of walls adjacent to toilets and urinals.	X							
17	Make sure there is water in the floor drain 'P-Trap'		X						
18	Clean the air-intake grilles on the ceiling.			X					
19	Clean, Disinfect & Sanitize Showers	X							

AGENDA

ITEM

NO. 19

**SUMMARY OF
ORDINANCE NO. 2964**

AN ORDINANCE OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, ANNEXING AND ZONING A PARCEL OF LAND EXTENDING THE CITY LIMITS EAST ON AN EXTENSION OF LOIS LANE, EAST OF CRESTVIEW PARK 1ST ADDITION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, SAID CORNER BEING MARKED BY A 5/8 INCH REBAR WITH A 2 INCH ALUMINUM CAP MARKED LS 942 AS PER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 94012405; THENCE SOUTH 0°00'43" WEST (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) A DISTANCE OF 2633.63 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 7 BEING MARKED WITH A BLM BRASS CAP MONUMENT AND ORIGINAL STONE AS PER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 628488; THENCE SOUTH 83°30'09" WEST A DISTANCE OF 1981.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 435.30 FEET TO A POINT ON THE PRESENT CITY LIMITS LINE DESCRIBED IN THE CITY OF POCA TELLO ORDINANCE NO. 2786, RECORDED AS INSTRUMENT NUMBER 20526077;

THENCE FOLLOWING THE CITY LIMITS LINE AS DESCRIBED IN SAID INSTRUMENT OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 89°57'54" WEST A DISTANCE OF 732.10 FEET;
2. SOUTH 0°00'05" WEST A DISTANCE OF 266.21 FEET (RECORDED AS 265.95 FEET) TO A POINT ON THE NORTHERLY BOUNDARY OF SUNBROOK SUBDIVISION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 20326920;

THENCE SOUTH 84°28'14" WEST, FOLLOWING THE NORTHERLY BOUNDARY OF SAID SUNBROOK

SUBDIVISION, A DISTANCE OF 294.26 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CRESTVIEW PARK - 1ST ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 739054;

THENCE FOLLOWING THE EASTERLY BOUNDARY OF SAID CRESTVIEW PARK- 1ST ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 280.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF LOIS LANE;
2. CONTINUING NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF LOIS LANE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF CRESTVIEW PARK 2ND ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 91007983;

THENCE FOLLOWING THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID CRESTVIEW PARK 2ND ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 82°39'12" EAST A DISTANCE OF 25.00 FEET;
2. NORTH 7°20'48" WEST A DISTANCE OF 501.00 FEET TO A 1/2 INCH REBAR WITH PLASTIC CAP STAMPED LS 977, SAID POINT BEING THE EASTERLY POINT OF THE DIVIDING LINE BETWEEN LOTS 5 AND 6, BLOCK 7 OF SAID CRESTVIEW PARK 2ND ADDITION;

THENCE NORTH 82°14'22" EAST A DISTANCE OF 681.22 FEET;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 252.79 FEET;

THENCE NORTH 80°32'29.11" EAST A DISTANCE OF 347.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.44 ACRES, MORE OR LESS.

PROVIDING FOR THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO STATE TAX COMMISSION AND WITH THE BANNOCK COUNTY AUDITOR, TREASURER, AND ASSESSOR IN ACCORDANCE WITH IDAHO CODE §§50-223 AND 63-2215; PROVIDING FOR

SAID LAND TO BE ZONED "RESIDENTIAL-LOW DENSITY (RL)" AND THE COMPREHENSIVE PLAN MAP DESIGNATION BE "RESIDENTIAL"; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

The full text of this ordinance is available at the City Clerk's Office, Pocatello Municipal Building, 911 North 7th, Pocatello, Idaho.

THE FOREGOING SUMMARY IS APPROVED for publication this 3rd day of March, 2016 by the City Council of the City of Pocatello.

CITY OF POCATELLO, a municipal corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

I have reviewed the foregoing summary and believe that it provides a true and complete summary of Ordinance No. 2964 and that the summary provides adequate notice to the public of the contents of this ordinance.

DATED this _____ day of March, 2016.

A. DEAN TRANMER, City Attorney

PUBLISH: _____

ORDINANCE NO. 2964

AN ORDINANCE OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, ANNEXING AND ZONING A PARCEL OF LAND EXTENDING THE CITY LIMITS EAST ON AN EXTENSION OF LOIS LANE, EAST OF CRESTVIEW PARK 1ST ADDITION, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO.

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, SAID CORNER BEING MARKED BY A 5/8 INCH REBAR WITH A 2 INCH ALUMINUM CAP MARKED LS 942 AS PER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 94012405; THENCE SOUTH 0°00'43" WEST (BASIS OF BEARING PER CENTRAL MERIDIAN OF THE EAST ZONE OF THE IDAHO STATE PLANE COORDINATE SYSTEM) A DISTANCE OF 2633.63 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 7 BEING MARKED WITH A BLM BRASS CAP MONUMENT AND ORIGINAL STONE AS PER CORNER PERPETUATION AND FILING INSTRUMENT NUMBER 628488; THENCE SOUTH 83°30'09" WEST A DISTANCE OF 1981.80 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 435.30 FEET TO A POINT ON THE PRESENT CITY LIMITS LINE DESCRIBED IN THE CITY OF POCA TELLO ORDINANCE NO. 2786, RECORDED AS INSTRUMENT NUMBER 20526077;

THENCE FOLLOWING THE CITY LIMITS LINE AS DESCRIBED IN SAID INSTRUMENT OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 89°57'54" WEST A DISTANCE OF 732.10 FEET;
2. SOUTH 0°00'05" WEST A DISTANCE OF 266.21 FEET (RECORDED AS 265.95 FEET) TO A POINT ON THE NORTHERLY BOUNDARY OF SUNBROOK SUBDIVISION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 20326920;

THENCE SOUTH 84°28'14" WEST, FOLLOWING THE NORTHERLY BOUNDARY OF SAID SUNBROOK SUBDIVISION, A DISTANCE OF 294.26 FEET TO A POINT ON THE EASTERLY BOUNDARY OF CRESTVIEW PARK - 1ST ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 739054;

THENCE FOLLOWING THE EASTERLY BOUNDARY OF SAID CRESTVIEW PARK- 1ST ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 280.00 FEET TO A POINT ON THE SOUTHERN RIGHT-OF-WAY OF LOIS LANE;
2. CONTINUING NORTH 7°20'48" WEST (RECORDED AS SOUTH 8°10'05" EAST) A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF LOIS LANE, SAID POINT BEING ON THE SOUTHERLY BOUNDARY OF CRESTVIEW PARK 2ND ADDITION RECORDED IN THE RECORDS OF BANNOCK COUNTY AS INSTRUMENT NUMBER 91007983;

THENCE FOLLOWING THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID CRESTVIEW PARK 2ND ADDITION OVER THE FOLLOWING TWO (2) CALLS:

1. NORTH 82°39'12" EAST A DISTANCE OF 25.00 FEET;
2. NORTH 7°20'48" WEST A DISTANCE OF 501.00 FEET TO A 1/2 INCH REBAR WITH PLASTIC CAP STAMPED LS 977, SAID POINT BEING THE EASTERLY POINT OF THE DIVIDING LINE BETWEEN LOTS 5 AND 6, BLOCK 7 OF SAID CRESTVIEW PARK 2ND ADDITION;

THENCE NORTH 82°14'22" EAST A DISTANCE OF 681.22 FEET;

THENCE SOUTH 7°25'50" EAST A DISTANCE OF 252.79 FEET;

THENCE NORTH 80°32'29.11" EAST A DISTANCE OF 347.22 FEET TO THE POINT OF BEGINNING.

CONTAINS 14.44 ACRES, MORE OR LESS.

PROVIDING FOR THE CITY CLERK TO FILE A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO STATE TAX COMMISSION AND WITH THE BANNOCK COUNTY AUDITOR, TREASURER, AND ASSESSOR IN ACCORDANCE WITH IDAHO CODE §§50-223 AND 63-2215; PROVIDING FOR SAID LAND TO BE ZONED "RESIDENTIAL-LOW DENSITY (RL)" AND THE COMPREHENSIVE PLAN MAP DESIGNATION BE "RESIDENTIAL"; AND PROVIDING FOR THIS ORDINANCE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW, THE RULE REQUIRING THAT AN ORDINANCE BE READ ON THREE SEPARATE OCCASIONS HAVING BEEN DISPENSED WITH.

WHEREAS, there are certain lands lying contiguous or adjacent to the City of Pocatello, subject to annexation in accordance with the provisions of Idaho Code §50-222; and

WHEREAS, Application was made to the City by the owner of the lands for annexation of these lands; a Public Hearing was held on December 9, 2015, before the Planning and Zoning Commission; and a second Public Hearing was held before the City Council on January 7, 2016, to hear testimony regarding the proposed annexation, zoning designation, and Comprehensive Plan designation; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Pocatello and the residents thereof that the said lands heretofore described in this title and hereinafter described in this ordinance be annexed by the City of Pocatello and be simultaneously zoned;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the subject lands, more particularly described above and as depicted on a map labeled Exhibit "A", which is attached hereto and made a part hereof, be hereby annexed and made a part of the City of Pocatello.

Section 2: That the official zoning map adopted by the City of Pocatello be hereby amended to incorporate the land annexed herein and to depict the "Residential-Low Density (RL)" zone be established upon said land.

Section 3: That the above-described land be designated "Residential" in the City's Comprehensive Plan Map.

Section 4: That immediately after the passage, approval, and publication of this ordinance according to law, the City Clerk is hereby directed to file with the Bannock County Auditor, Treasurer, and Assessor, and with the Idaho State Tax Commission, a certified copy of this ordinance.

Section 5: That upon the passage, approval, and publication of this ordinance according to law, the incorporated limits of the City of Pocatello shall extend to and include the lands hereinabove described and thereafter all property and persons within the limits of the lands herein annexed shall be subject to all of the provisions of the laws of the City of Pocatello and to the police regulations thereof.

Section 6: That this Ordinance shall be in full force and effect from and after its passage, approval, the execution of an Annexation Agreement, and publication according to law, the rule requiring that an ordinance be read on three separate occasions having been dispensed with.

PASSED AND APPROVED this 3rd day of March, 2016.

CITY OF POCA TELLO, a municipal
corporation of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of March, 2016, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

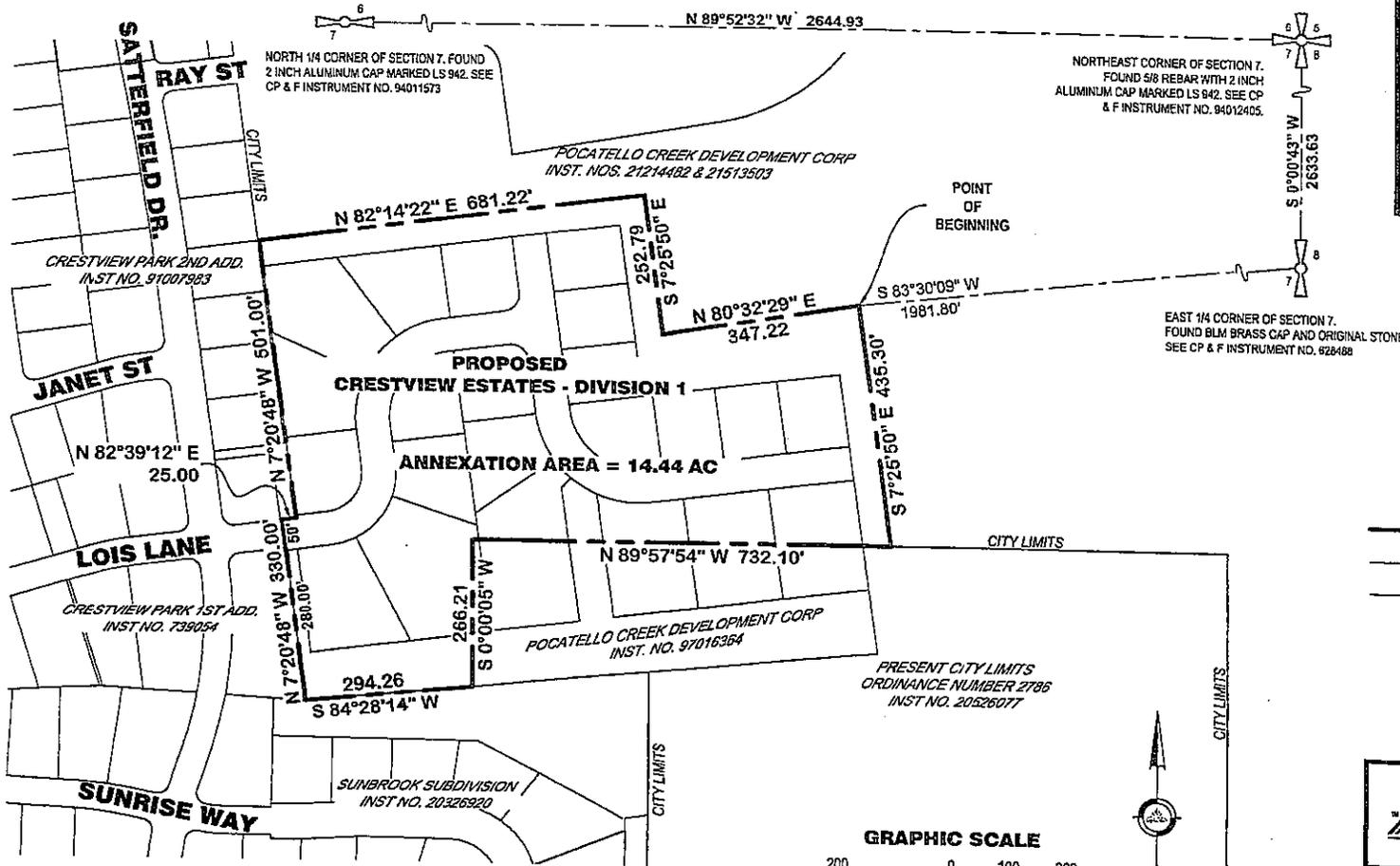
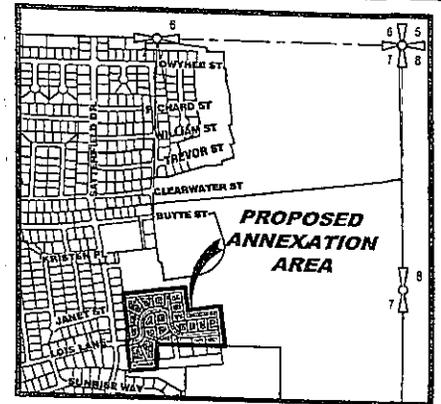
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)

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

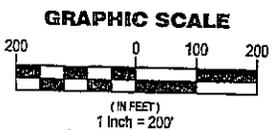
PROPOSED ANNEXATION FOR: CRESTVIEW ESTATES - DIVISION 1

A Residential Development Located In:
South 1/2 of Section 7, Township 6 South, Range 35 East,
of the Boise Meridian, Bannock County, Idaho



LEGEND

-  SECTION CORNER AS NOTED
-  QUARTER CORNER AS NOTED
-  ANNEXATION BOUNDARY
-  PARCEL LINE
-  SECTION LINE





RMES
Engineers + Surveyors + Planners

301 58th St. W. #138 • Williston, ND 58801 • (701) 572-0110
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

REVISIONS	SURVEYED BY:
1. 10-25-16 REVISED BOUNDARY	OFFICE WORK BY: JLC, SOB
2.	FIELD BOOK NO:
PROJECT NO: 15019	DATE: OCTOBER 2015
DRAWING: r116[Satterfield realty and development]Crestview estates div. 1 - 16064[dealbase]	SCALE: 1 INCH = 200 FEET

SHEET 1 OF 1

