

# CITY OF POCATELLO CITY COUNCIL MEETING AGENDA

March 17, 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 Pastor Jacqueline Thomas, Praise Temple of God.

## 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 February 25 and March 3, 2016 Budget Development meetings; and the March 3, 2016 Clarification and Regular Council meeting.

(b) TREASURER'S REPORT: Council may wish to consider the Treasurer's Report for February showing cash and investments as of February 29, 2016.

(c) CHILD CARE ADVISORY COMMITTEE APPOINTMENT: Council may wish to confirm the Mayor's appointment of Robert Croker to serve as a member of the Child Care Advisory Committee, replacing Hanna Geshelin who resigned. Dr. Croker's term will begin March 18, 2016 and will expire March 18, 2020.

(d) HUMAN RELATIONS ADVISORY COMMITTEE REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Terry Brooks to continue his service as a member of the Human Relations Advisory Committee. Mr. Brooks' term will begin March 22, 2016 and will expire March 22, 2020.

(e) AIRPORT USE AGREEMENT—POCATELLO MOTOCROSS PARK: Council may wish to approve and authorize the Mayor to sign a Use Agreement between the City and Rick C. Morrison, dba Pocatello Motocross Park, for the use of City property adjacent to the Motocross Park's leased property for a one-day enduro cross country event on April 2, 2016. The use fee will be \$110.31. This is an annual event.

(f) COUNCIL DECISION—COUNTRYSIDE 7TH ADDITION: Council may wish to adopt its decision approving the Final Plat for Countryside 7th Addition which divides 4.28 acres into seven (7) residential lots, subject to conditions. The property is southwest of Mountain Shadow Drive on an extension of Foxmore Street. Majority of the property is zoned Residential Low Density (RL) with the rear of Lots 2-4 Block 2 being zoned Residential Estate (RE).

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. CHILD CARE LICENSE DENIAL APPEAL—MERKLEY

Emily Blom Merkley will be present to appeal the decision of Police Department staff which denied Ms. Merkley a Child Care license.

7. TAXI LICENSE DENIAL APPEAL—CURZON

Kenneth Curzon will be present to appeal the decision of Police Department staff which denied Mr. Curzon a Taxi license.

8. PUBLIC HEARING—MODIFICATIONS TO THE SIGN CODE

This time has been set aside for the Council to hear comments from the public concerning changes to Municipal Code 15.20, Sign Code. The proposed changes are removing “government agency” and “government facility” from Municipal Code 15.20.030, Definitions and 15.20.240, Off Premises/Billboard Signs, and to add “Residential Commercial Professional zoning district” to 15.20.240(B)(7)(b).

At their hearing on February 24, 2016, the Planning and Zoning Commission recommended approval of the changes except for the changes to noticing purposes for off-premises signs.

(Pertinent information attached.)

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

9. CDBG 2017–2021 CONSOLIDATED PLAN

Council may wish to accept the recommendation of staff regarding the Community Development Block Grant (CDBG) 2017–2021 Consolidated Plan, subject to Legal Department review, as follows:

(a) Accept the lowest cost, most qualified proposal received BBC Research and Consulting in the amount of \$26,170.00 and, if the bid is accepted;

(b) Authorize the Mayor’s execution of a contract between the City of Pocatello and BBC Research and Consulting in the amount of \$26,170.00.

The project includes completion of the plan and a housing market analysis and homeless needs assessment. The plan is a requirement for receipt of Department of Housing and Urban Development Community Development Block Grant funds. Funding for the plan was previously approved in CDBG Action Plan administrative allocations for Program Year 2016.

(Pertinent information attached.)

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

10. WATER RIGHTS LEASE AGREEMENT—DANCE

Council may wish to authorize the Mayor’s signature on a Water Rights Lease Agreement with Blair Dance to lease 10,000 acre feet of Palisades storage water from the City for \$20.00 per acre foot, plus administration fees and 50% of any impact fees assessed for the 2016 water season, subject to conditions. The lease is renewable in one year increments for an additional four (4) years.

(Pertinent information attached.)

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

11. PIGGY BACK BID—ANNUAL PAVEMENT MARKING PROGRAM

Council may wish to accept the recommendations of Street Department staff and award a State of Idaho piggyback bid from Ennis-Flint in the amount of \$44,074.75 for the purchase of pavement marking paint and, if the bid is awarded, authorize the Mayor’s signature on necessary documents. The paint will be used for the summer 2016 pavement marking program and funds are available in the Street Department’s Fiscal Year 2016 budget.

(Pertinent information attached.)

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

12. MERCER MARKETPLACE INSURANCE—LETTER OF INTENT

Council may wish to authorize the Mayor's signature, on a Letter of Intent to Mercer Marketplace, for private insurance exchange services.

(Pertinent information attached.)

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

13. RENTAL OF WELLNESS COMPLEX—OUTDOOR RECREATION DEPARTMENT

Council may wish to consider a contract with Bannock County in the amount of \$375.00 to rent the Wellness Complex on July 2, 2016 for a Pocatello Triathlon as part of scheduled Independence Day activities, and if approved authorize the Mayor's signature on the contract documents. Outdoor Recreation staff anticipates 400 individuals to participate in the event. Funds are available in the Outdoor Recreation's Fiscal Year 2016 budget.

(Pertinent information attached.)

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

14. USE AGREEMENT—POCATELLO LACROSSE CLUB

Council may wish to approve a Use Agreement with Pocatello Lacrosse Club to use O.K. Ward Park for their high school and youth lacrosse programs, subject to Legal Department review. The agreement allows use of the park for scheduled games during the months of March, April, May and June 2016. Pocatello Lacrosse Club will be responsible for any damages incurred by their use, pay applicable fees, and provide liability insurance, naming the City as an additional insured.

(Pertinent information attached.)

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

15. POLICE DEPARTMENT VEHICLES TRADE IN AND PURCHASE—BID

Council may wish to accept the recommendations of Police staff to purchase the following vehicles, subject to Legal Department review, from Teton Toyota who submitted the lowest responsive bid for two used vehicles in the amount of \$ 36,748.00. The recommendations are:

a) One-2012 GMC truck in the amount of \$21,943.00;

b) One-2011 Honda CRV in the amount of \$14,805.000. If approved, staff proposes to trade-in two (2) older vehicles from the Detective Division and seven (7) drug seizure vehicles to Teton Toyota for a total trade-in allowance of \$14,250.00 to help off-set the purchase price. The final purchase price bid offer is \$21,000.00 and is within the budgeted amount.

(Pertinent information attached.)

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

16. BID ACCEPTANCE AND VEHICLE TRADE IN—WATER POLLUTION CONTROL

Council may wish to award the bid and authorize the Water Pollution Control (WPC) Department to purchase one 2016 Sanitary Sewer Jet Truck from MetroQuip, Inc. at a cost of \$287,850.00, less an \$8,000.00 trade-in allowance for a model year 2000 Vector jet truck. After trade-in, the total purchase price will be \$279,850.00. Funds are available in the WPC Fiscal Year 2016 budget.

(Pertinent information attached.)

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

## 17. 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. Ordinances ready for reading.

17(a) An Ordinance affecting the conveyance of 0.94 acres owned by the City to the adjacent property owner, Mr. Barry W. Lewis. A Public Hearing on this matter was held on March 3, 2016, after which Council directed the preparation of this Ordinance. The Ordinance authorizes the Mayor to execute a deed to convey the City's property to Mr. Barry W. Lewis. (This Ordinance has been prepared for reading under the rules of suspension.)

17(b) An Ordinance affecting the conveyance of 0.27 acres owned by the City to the adjacent property owners, Mr. and Mrs. James and Jessica Higgins. A Public Hearing on this matter was held on March 3, 2016, after which Council directed the preparation of this Ordinance. The Ordinance authorizes the Mayor to execute a deed to convey the City's property to Mr. and Mrs. James and Jessica Higgins. (This Ordinance has been prepared for reading under the rules of suspension.)

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

## 18. 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.)

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## 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 MEETING -  
BUDGET DEVELOPMENT  
FEBRUARY 25, 2016

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Mayor Brian Blad called the City Council meeting for budget development to order at 9:03 a.m. Council members present were Roger Bray, Craig Cooper, Gary Moore and Michael L. Orr. Council member Jim Johnston arrived at 9:48 a.m. Council member Steve Brown was excused.

Mayor Blad announced that Joyce Stroschein, Chief Financial Officer/Treasurer would provide statistical information related to the City's budget.

Ms. Stroschein was joined by Ashley Linton, City Accountant, and stated that information showing the City's limitations regarding the property tax levy would be presented. She reviewed the property tax summary and reminded the Council that one-time monies and department reserves were used to balance the City's Fiscal Year 2016 budget.

Ms. Stroschein presented a Property Tax Forecast with the following proposed changes: 1) One Time Revenues Fiscal Year 2016 - replaced one-time monies taken in General Fund, Cemetery Fund, Airport Fund, Library Fund and Video Services with additional property tax dollars; 2) Electric Franchise Fee Revenue - Moved Electric Franchise Fee revenue from the Street Fund to the General Fund; 3) Zoo Division of General Fund - Moved the Zoo Division of the General Fund to the Recreation Fund; 4) Liability Insurance - Moved General Fund Liability Insurance revenue from the General Fund to the Liability Insurance Fund to levy for the property tax direct; 5) Legal Support Interfund - Eliminated the Legal Department Interfund revenue charge to the Utility Funds. It is now billed as part of the Administrative Support charge; and 6) Administrative Support changes - Include Legal Division of General Fund, include Mayor/Council Division of General Fund, add Non-Departmental changes in the amount of \$211,987.00.

It was mentioned that staff will need to verify if the utility departments can pay the additional administrative costs based upon the current rate study.

General discussion regarding options if Council chooses not to raise property taxes followed. It was suggested that Council may need to implement reductions in order to balance the budget.

Council discussion regarding new construction funding and an increase in the homeowner's exemption followed. It was noted that annual Highway User funds have increased. However, these funds have already been dedicated to making payments for the South Valley Road construction over the next 8 year period. It was mentioned that other funds have also been dedicated to various projects.

General discussion followed regarding the challenge to keep budgets flat and not being in control of increases for fixed costs that cannot be avoided. Department heads were asked to provide anticipated increases for fixed costs and report back to Council.

Ms. Stroschein reminded Council the budget problem is within the tax supported funds and not the utility fee supported funds.

Salary projections - It was recommended that departments should not plan on an increase to the number of staff at this time. Council is not able to determine how to move forward until more information regarding employee health benefit costs and other payroll expenses are known.

CITY OF POCATELLO  
BUDGET DEVELOPMENT MEETING  
FEBRUARY 25, 2016

Council discussion continued. Determining what the fixed costs are for each department is an important factor to know the direction Council should go. Once Council understands the costs moving forward and the tax monies available, they can begin the steps to help fix the budget problem.

The Council made general comments regarding the possibility of reducing services. The Council is meeting regularly in order to thoroughly research the best way to solve the budget problem. It was noted the process may include multiple changes to accomplish the goal.

It was suggested that Kim Smith, Human Resources Director, work with Information Technology staff to create an employee survey for placement on the employee intranet. The survey could include questions regarding health insurance, wages, staffing levels and asking City employees what is important to them. (IT WAS LATER DECIDED NOT TO DO THE SURVEY.)

Council member Johnston arrived at 9:48 a.m.

Ms. Smith shared her concerns with creating an employee survey. She did not feel it would be an effective method to glean information from employees.

Ms. Stroschein reviewed the list of information necessary to begin the Fiscal Year 2017 budget meetings. She mentioned the limitations of available revenue while creating a budget may eliminate the possibility of wage increases and other potential expenses. Ms. Stroschein cautioned that an increase in health insurance and fixed costs may engulf a large portion of the property tax funds that are available.

It was clarified that 70% to 75% of the City's costs is for employee labor. As a result, services may need to be reduced while making sure the City can still function. It was mentioned that additional property tax may need to be taken if services are not reduced.

It was determined that under the current timeline there was not enough time to create and receive feedback from an employee survey. City employees were encouraged to contact Council members directly to share their thoughts and opinions regarding changes to their benefits and/or wages.

Discussion regarding the Workers Compensation fund and how to grow the balance followed. Growing the balance slowly over a longer period of time was suggested.

General discussion continued regarding the following:

1. Employee compensation and health benefits.
2. Need to decide future revenue estimates and costs. The decision may be "no new taxes", "maximum increase in taxes", or a combination of both.
3. Be aware of the outcome and costs for individuals that are struggling to meet their expenses.
4. Look at decisions in the long term and not simply to meet another budget year.

Ms. Stroschein feels if changes are not made during this budget cycle, it may place the City in a difficult situation to try and meet future expenses. She mentioned that legislation allowing more property exemptions eventually cause a decrease in services at the City level.

CITY OF POCATELLO  
BUDGET DEVELOPMENT MEETING  
FEBRUARY 25, 2016

FEDERAL FINANCIAL ASSISTANCE REPORT

A Federal Financial Assistance report showing a ten year overview of Fiscal Year 2006 through 2015 as of February 23, 2016 was presented by Ms. Stroschein. She explained the report was itemized by Capital and Operating categories for each department.

Mayor Blad asked Council for clarification regarding holding a special budget meeting each Thursday of the month. Council determined the budget meetings would be held on the 1st, 2nd, and 3rd Thursday of the month through April 2016.

There being no further business, Mayor Blad adjourned the meeting at 10:34 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL MEETING -  
BUDGET DEVELOPMENT  
MARCH 3, 2016

Mayor Brian Blad called the City Council meeting for budget development to order at 9:04 a.m. Council members present were Roger Bray, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. Council member Steve Brown was excused.

Mayor Blad announced that Joyce Stroschein, Chief Financial Officer/Treasurer would provide information related to developing the City's Fiscal Year 2017 budget.

Ms. Stroschein was joined by Ashley Linton, City Accountant, and stated that information regarding additional tax dollars needed to keep the City whole in the amount of \$852,472.00 would be discussed. She explained Departments were asked to provide anticipated fixed costs for Fiscal Year 2017. Ms. Stroschein clarified that "fixed costs" are basic operating expenses that are not contingent upon a measure of activity.

FINAL VALUATION NUMBERS FOR FISCAL YEAR 2016 (BANNOCK COUNTY TAX LEVY YEAR 2015) – Ms. Stroschein provided the following information received from the Bannock County Property Assessor: 1) Final valuation before homeowners exemption \$3,245,906,732.00; 2) Homeowners exemption \$783,548,568.00; 3) Net taxable valuation \$2,462,358,165.00; and 4) Reported on L-2 \$2,460,126,522.00.

Ms. Stroschein announced the Homeowners Exemption Fiscal Year 2017 (BANNOCK COUNTY TAX LEVY YEAR 2016) will increase from \$89,580.00 to \$94,745.00. She explained this is the fourth year in a row of reported increases to the exemption amount. Ms. Stroschein clarified the City will still have an opportunity to take tax dollars that are available even though values have not increased.

General discussion followed. If the levy is kept at the current level, Council will need to find an additional \$800,000.00 in revenue or cut expenditures in the tax supported funds. It was noted that the amount of anticipated revenue is the driver of the budget. The revenue amounts should be established first, followed by determining the expenses/services that will fit within the available revenues. Multiple suggestions to decrease expenditures were given and discussed.

Council discussion regarding the property valuations and increased expenses followed. It was noted if a 3% levy increase is taken it will not provide enough funds for the City to operate at the current level of services. Service costs are going up and the increase cannot be supported at the projected levels. City staff is seeking the intent of the Council in order to start putting the Fiscal Year 2017 budget together.

General discussion regarding costs, inflation and tax dollars available to create the Fiscal Year 2017 budget continued. It was mentioned if a 3% property tax increase is taken the budget will still fall short of the needed funds. A portion of foregone taxes could be taken to fund the budget at the current Fiscal Year 2016 level. Decisions going forward should be for long-term fixes which may include reducing personnel through attrition. It was noted that the City's two Union organizations have not determined what their desires are so this expense has not been included in the current projections.

CITY OF POCATELLO  
BUDGET DEVELOPMENT MEETING  
MARCH 3, 2016

It was the consensus of the Council to move forward with a zero percent increase in the property tax levy and no foregone taxes will be taken at this time. As a result, the budget will need to decrease by approximately \$852,472.00.

Additional discussion regarding other scenarios of revenue and expenses were evaluated. Voluntary reduction in workforce was again mentioned.

It was suggested that discussions take place between School District No. 25 officials and the City to discuss on-going costs which include SRO Officers. Discussion regarding combining the 911 Call Centers to save tax dollars for government and citizens was mentioned as an option.

There being no further business, Mayor Blad adjourned the meeting at 10:58 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL AGENDA  
CLARIFICATION MEETING AND  
REGULAR CITY COUNCIL MEETING  
MARCH 3, 2016

CLARIFICATION MEETING The City Council Agenda Clarification Meeting was called to order at 5:30 p.m. by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr. 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 6:01 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Roger Bray, Steve Brown, Craig Cooper, Jim Johnston, Gary Moore and Michael L. Orr.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: The invocation was given by Tony Seikel, representing Portneuf INVOCATION Sangha.

Mayor Blad announced Agenda Item No. 11 had been pulled from the agenda.

He announced that Agenda Item No. 9 would be heard immediately after Agenda Item No. 5.

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 11, 2016; and the Clarification and Regular Council meetings of February 18, 2016.

-PAYROLL AND MATERIAL CLAIMS (b) Payroll and material claims for the month of February 2016 in the amount of \$5,816,130.43.

-BOY SCOUT SERVICE PROJECT -EXCEPTION REQUEST (c) 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.

-RESOLUTION -NAME CHANGE TO ZOO IDAHO (d) Adopt a resolution (2016-03) 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.

-AMENDED COUNCIL DECISION -VISTA VILLAGES SUBDIVISION (e) 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 was asked 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.

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

AGENDA ITEM NO. 4: Mr. Bray, on behalf of Mayor Blad, read a proclamation COMMUNICATIONS AND PROCLAMATIONS declaring March 9, 2016 to be Registered Dietitian Nutritionist Day in Pocatello and encouraged citizens to recognize the contributions made by Registered Dietitian Nutritionists.

Jenifer Reader, representing Pocatello Dietitians, thanked the Mayor and Council for the proclamation. She gave an overview of the roles and importance of Registered Dietitian Nutritionists. Ms. Reader announced a community wellness fair would be held March 12<sup>th</sup> at Albion Hall on the campus of Idaho State University.

Mayor Blad welcomed a boy scout from Troop No. 369.

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the March 10<sup>th</sup> Study Session at CALENDAR ITEMS 9:00 a.m. followed by Budget Presentations; immediately followed by an Executive Session; the March 17<sup>th</sup> Budget Presentations at 9:00 a.m.; and Regular City Council meeting at 6:00 p.m.

Mayor Blad announced Teen Tech Week at Marshall Public Library March 6<sup>th</sup> through the 12<sup>th</sup>; Pocatello Zoo Volunteer Information Meeting at 5:00 p.m. on March 8<sup>th</sup> in the Zoo Education Building; March 10<sup>th</sup> at 6:00 p.m. an Open House for Benton Street Bridget Rehabilitation Project in the Council Chambers at City Hall; March 4<sup>th</sup> at 12:00 noon would be a celebration honoring "Idaho Day" and recognizing five local individuals; and the annual spring cleanup at City cemeteries begins April 4<sup>th</sup> and is expected to continue through the end of April. Crews will remove and discard all flowers and decorations.

Agenda Item No. 9 was considered at this time.

AGENDA ITEM NO. 9: Stan Gates, represented by Stephanie Palagi of Old Town Pocatello APPEAL OF HISTORIC PRESERVATION COMMISSION'S DECISION (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 -226 NORTH ARTHUR AVENUE the north side of the old Fire Station No. One building located at 226 North Arthur Avenue.

A motion was made by Mr. Moore, seconded by Mr. Cooper, to overturn the decision of the Historic Preservation Commission and approve 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 and that the decision be set out in appropriate council decision format.

Mr. Bray stated that it is important to remember that City staff members and volunteer members of the Historic Preservation Commission do a good job upholding their roles to preserve historic areas of the city. He reminded citizens that there is a proper process for applications and a proper process for an appeal, if appropriate.

Mayor Blad expressed his concern with the comments made on social media, in written comments and through phone calls during the appeal process. He feels the staff and volunteer members have done a good job through the application and appeal process. Mayor Blad stated he appreciates the public's input on the matter, but feels the name calling and lashing out at City staff by citizens has been absolutely inappropriate.

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

AGENDA ITEM NO. 6: This time was 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.

Mayor Blad opened the public hearing.

Mayor Blad announced that there had been no ex parte communication from the Council.

Deirdre Castillo, City Engineer, gave an overview of the proposal and stated the conveyance is the result of property required to complete South Valley Road. She noted no written correspondence had been received.

There was no public testimony.

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

A motion was made by Mr. Bray, seconded by Mr. Johnston, to convey 0.94 acres of underutilized land to Barry W. 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 and direct the Legal Department to prepare the appropriate documents for the land conveyance. Upon roll call, those voting in favor were Bray, Johnston, Brown, Cooper, Moore and Orr.

AGENDA ITEM NO. 7: This time was set aside for the Council to receive comments from the public 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.

Mayor Blad opened the public hearing.

Mayor Blad announced that there had been no ex parte communication from the Council.

Deirdre Castillo, City Engineer, gave an overview of the proposal and stated the conveyance is the result of property required to complete South Valley Road. She added that half of the trees on the property belong to the City and will remain on the property for up to two years. She noted no written correspondence had been received.

There was no public testimony.

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

A motion was made by Mr. Johnston, seconded by Mr. Cooper, to convey parcels of property previously acquired for the South Valley Road Project to James and Jessica Higgins and that 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 and direct the Legal Department to prepare the appropriate documents for the land conveyance. Upon roll call, those voting in favor were Johnston, Cooper, Bray, Brown, Moore and Orr.

AGENDA ITEM NO. 8: 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 7<sup>th</sup> Addition.

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

A motion was made by Mr. Moore, seconded by Mr. Brown, to approve a final plat application submitted by Kelly Marie Swisher and Ken Swisher for property located southwest of Mountain Shadow Drive on an extension of Foxmore Street and consisting of 4.28 acres to be subdivided into seven (7)

residential lots and that the subdivision is to be known as Countryside Subdivision 7<sup>th</sup> Addition with the following conditions: 1) all conditions noted by Public Works staff in the memo to Matt Lewis from Merrill Quayle dated February 17, 2016 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 and Lot 4, Block 2. Said contour shall also be staked in the field for reference; and 3) all other standards and conditions of Municipal Code not herein stated but applicable to residential development shall apply and that the decision be set out in appropriate Council decision format. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 10: Council was asked to approve and authorize the Mayor to execute the Real Covenant and Annexation Agreement between the City and ANNEXATION Pocatello Creek Development Company, owner, and Satterfield AGREEMENT-POCATELLO CREEK DEVELOPMENT COMPANY AND Satterfield Realty and Development, Inc., developer, which delineates the terms and conditions for the annexation of approximately 14.44 acres of SATTERFIELD REALTY AND DEVELOPMENT, INC. land extending the City limits east on an extension of Lois Lane, east of Crestview Park 1<sup>st</sup> 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.

A motion was made by Mr. Brown, seconded by Mr. Orr, 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 1<sup>st</sup> Addition with terms and conditions as outlined in Agenda Item No. 10. Upon roll call, those voting in favor were Brown, Orr, Bray, Cooper, Johnston and Moore.

In response to a question from Council, Merrill Quayle, Public Works Development Engineer, stated the "wet water" credit is the result of a lengthy process and Council decision agreement with Pocatello Creek Development Company and Satterfield Realty and Development, Inc. allowing for the development of 135 lots before charging for water rights. He added that 94 lots are still available after this credit and that the allocation is tracked by Public Works during the development agreement process.

AGENDA ITEM NO. 11: As announced earlier, the request to approve the Fiscal Year 2015- COLLECTIVE 2016 Collective Bargaining Agreement for the Pocatello Firefighters BARGAINING Local No. 187 was pulled from the agenda. AGREEMENT -FIRE UNION LOCAL

AGENDA ITEM NO. 12: Council was asked to approve a Memorandum of Understanding (MOU) between the City and Southeastern Idaho Community MEMORANDUM OF UNDERSTANDING FOR Action Agency, Inc. (SEICAA). The MOU will allow SEICAA's RSVP PROGRAM Retired Senior Volunteer Program (RSVP) to establish a volunteer -LIBRARY workstation at Marshall Public Library for the purpose of volunteer placement. There is no cost to the City.

A motion was made by Mr. Moore, seconded by Mr. Brown, to approve a Memorandum of Understanding (MOU) between the City of Pocatello and Southeastern Idaho Community Action Agency, Inc., (SEICAA) to allow SEICAA's Retired Senior Volunteer Program (RSVP) to establish a volunteer workstation at Marshall Public Library for the purpose of volunteer placement and that there will be no cost to the City. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 13: Council was asked 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.

A motion was made by Mr. Brown, seconded by Mr. Cooper, 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.

In response to a question from Council, John Banks, Parks and Recreation Director, stated the current Master Plan for the Zoo was developed in 1998 and is in need of updating. He added that some of the improvements have been completed and the proposed grant allocation would allow the Master Plan to be updated and include significant developments.

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

AGENDA ITEM NO. 14: Council was asked 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.

A motion was made by Mr. Bray, seconded by Mr. Johnston, 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 and that the equipment cost will be an annual payment of \$11,947.68 for a 5-year term with an annual interest rate of 2.5% for a total 5-year cost to the City in the amount of \$59,738.40. Upon roll call, those voting in favor were Bray, Johnston, Brown, Cooper, Moore and Orr.

AGENDA ITEM NO. 15: Council was asked 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 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.

A motion was made by Mr. Orr, seconded by Mr. Moore, to approve an application/agreement with MWI Animal Health allowing the City to purchase controlled substances for veterinary purposes at the Animal Shelter and authorize Richard Stewart, Animal Services Director, to sign necessary documents, subject to Legal Department review. Upon roll call, those voting in favor were Orr, Moore, Bray, Brown, Cooper and Johnston.

AGENDA ITEM NO. 16: Council was asked 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.

A motion was made by Mr. Johnston, seconded by Mr. Orr, to approve a Home Again Shelter Agreement to provide animal microchips, and authorize the Mayor's signature, subject to Legal Department review, providing for a minimum purchase of 800 microchips per year at the cost of \$9.99 each. Upon roll call, those voting in favor were Johnston, Orr, Bray, Brown, Cooper and Moore.

AGENDA ITEM NO. 17: The Council was asked 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.

A motion was made by Mr. Bray, seconded by Mr. Johnston, 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 authorize the Mayor's signature, subject to Legal Department review and that "Shelterbuddy" software will be provided free of charge when used in conjunction with the HOME AGAIN microchip program, including basic software and department modules.

In response to a question from Council, Mayor Blad clarified that additional modules, if necessary, would require Council approval before being purchased.

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

AGENDA ITEM NO. 18: Council was asked 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.

A motion was made by Mr. Moore, seconded by Mr. Brown, 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 and that the three-month fee will cover both cleaning services and cleaning supplies and that the Community Recreation Center will continue to provide all toiletries, liners and paper supplies. Upon roll call, those voting in favor were Moore, Brown, Bray, Cooper, Johnston and Orr.

AGENDA ITEM NO. 19: Council was asked to consider 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 1<sup>st</sup> Addition. It will be zoned Residential-Low Density (RL) with a Comprehensive Plan designation of "Residential".

A motion was made by Mr. Bray, seconded by Mr. Johnston, that the ordinance, Agenda Item 19, be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Bray, Johnston, Brown, Cooper, Moore and Orr.

Dean Tranmer, City Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance annexing 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 1<sup>st</sup> Addition. It will be zoned Residential-Low Density (RL) with a Comprehensive Plan designation of "Residential". Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Bray, Brown, Cooper, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2964 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 20: Idaho Lorax, Pocatello resident, commended the Council for supporting art in the downtown area. He shared his support for community cleanup efforts throughout the area.

Kevin Perry, 1478 Ridge Street, stated he would like some help on a situation. Mr. Perry left papers on the podium and exited the Council Chambers.

The Legal Department was advised of Mr. Perry's request.

Kelly Benningfield, 624 West Cedar, shared his concerns regarding irrigation, septic systems and power rate increases for residents.

REGULAR CITY COUNCIL MEETING  
MARCH 3, 2016

9

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

APPROVED BY:

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

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

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

**POCATELLO MOTOCROSS PARK ENDURO RACE USE AGREEMENT  
EXECUTIVE SUMMARY  
MARCH 17, 2016 COUNCIL MEETING**

The Pocatello Motocross Park leases property at the airport on which they have a motocross speedway where they hold off-road motorcycle recreational and competitive events. As they have in previous years, the Park would like to hold an enduro cross country race and needs to use additional airport property for this one-day event. The event will be on Saturday, April 2<sup>nd</sup>. The Park will pay \$110.31 for use of the additional property.

## USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ of March, 2016 by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City; and Rick Morrison, d/b/a Pocatello Motocross Park, hereinafter referred to as the USER.

WHEREAS, the City owns and operates the Pocatello Regional Airport, incorporated with the City and located in Power County, Idaho; and

WHEREAS, the City leases a portion of the airport to the USER for the purposes of operating a motocross speedway for off-road motorcycle recreational and competitive activities; and.

WHEREAS, the USER wishes to use an additional portion of airport property for the purposes of conducting a one day Enduro Cross Country race; and

WHEREAS, the City wishes to support the USER in providing these types of activities for the benefit of the USER, participants and spectators in the community; and

WHEREAS, it is the parties desire to enter into an agreement which sets forth their respective rights and responsibilities;

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

1. Purpose. The City shall allow the USER to use that portion of the Pocatello Regional Airport as identified in the diagram attached hereto, marked Exhibit 1, and incorporated herein, and hereinafter described as “the premises”. Further the USER

understands that it will have exclusive use of the premises during its event and understands that, for the safety of USER's participants, USER is responsible to make sure that its activities are not in conflict with any activity hosted by the Pocatello Trap Club at the same time.

2. Term. The term of this Agreement shall be the day of April 2<sup>nd</sup>, 2016, from 8:00 a.m. until 8:00 p.m., for the Enduro Cross Country event.

3. Compensation to City. The USER agrees to pay the City \$110.31 for the use of the premises for one day.

4. Care of the Premises. The USER will be responsible for the care and maintenance of the premises during its scheduled date and time of use. The USER agrees that upon completion of the event sponsored by the USER, the USER shall arrange to have the premises restored to the condition which existed prior to its use, including the removal of any trash and/or garbage, ordinary wear and tear excepted. The USER will be responsible for any damages to the premises during its use and will be responsible for all costs associated with the repair of any damages.

5. Use of Public Right-of-Way. The USER's race course for the intermediate and expert riders crosses the public right-of-way; therefore, the USER shall set up detour guards to divert traffic to the north of Pit road around the pit to accommodate this travel in the public right-of-way. The City hereby grants such use for the limited purpose of conducting this event.

6. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to

comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

7. Indemnification and Hold Harmless. The USER shall have the responsibility for the safety of persons and property at the Enduro Cross Country event during USER's occupancy and use of the premises. The USER 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 the USER granted herein, including any parking area and any path of ingress and egress situated upon the premises which may be closed or restricted during the Enduro Cross Country event or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at their own cost and expense, the USER from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the USER 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 the City's operation.

8. Insurance. In order to effectuate the foregoing indemnification provisions, USER shall maintain insurance coverage as follows:

A. USER shall purchase a comprehensive liability insurance policy in the amount of \$500,000 combined single limit to indemnify Lessor from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or

replace the demised premises. The City shall be named as an additional insured or be acknowledged by USER's insurance carrier as a covered entity under the terms of said policy. Moreover, the USER is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with USER without first giving the City, at least thirty (30) days written notice.

B. USER shall purchase personal property insurance in an amount sufficient to insure any and all USER's personal property which might be used in USER's operation of the business or which might be present on the airport premises.

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

D. An Accord Certificate of Insurance evidencing compliance with the foregoing insurance requirements shall be filed with the Clerk of City of Pocatello prior to April 2<sup>nd</sup>, 2016. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 7 "Indemnification." The USER's failure to maintain insurance shall be a basis for immediate termination of this agreement.

9. Worker's Compensation Insurance. The USER shall comply with the provisions of the Idaho Worker's Compensation Laws.

10. Assignment. That no right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the USER without written consent of the City.

11. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be \$150.00 per hour. This provision shall survive any termination of this Agreement.

12. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

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

14. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

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

16. Jurisdiction and Venue. Any action or proceeding relative to this Use Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

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

City: City of Pocatello  
Attn: Legal Dept.  
P.O. Box 4169  
Pocatello, ID 83205

USER: Rick Morrison  
d/b/a Pocatello Motocross Park  
294 Jacob Street  
Chubbuck, ID 83202

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first above written.

CITY OF POCA TELLO, a  
municipal corporation of Idaho

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

ATTEST:

\_\_\_\_\_  
Ruth E. Whitworth, City Clerk

**APPROVED BY LEGAL**  
Date 3/8/14 Atty Bybee  
Comments \_\_\_\_\_

USER

\_\_\_\_\_  
RICK MORRISON, dba Pocatello  
Motocross Park

STATE OF IDAHO            )  
                                  :ss  
County of Bannock        )

On this \_\_\_ day of March, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Rick Morrison, d/b/a Pocatello Motocross Park, known to me to be the person who executed the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

N. 89° 31' E. 1,182.50' 89

N. 00° 08' 03" E. 1,324.02'

S. 59° 41' 20" W. 917.90'

T-3

T-2

SEC. 1

EXHIBIT  
1

3(4)

**CITY COUNCIL DECISION  
FINAL PLAT APPROVAL  
Countryside Subdivision, 7<sup>th</sup> Addition**

Kelly Marie Swisher, as the sole vested Owner and Developer, and represented by Rocky Mountain Engineering and Surveying, submitted a proposal to subdivide approximately 4.28 acres into seven (7) residential lots located southwest of Mountain Shadow Drive on an extension of Foxmore Street. The majority of the subject property is zoned Residential Low Density (RL) with the rear of Lots 2-4 Block 2 being zoned Residential Estate (RE). Access is provided by Foxmore Street.

The Planning and Zoning Commission (P&Z) reviewed the preliminary plat at its meeting held December 9, 2015, and thereafter recommended approval of the plat subject to a number of conditions. City staff also recommended approval of the plat subject to conditions.

This matter came before City Council at its regularly scheduled meeting on March 3, 2016, where the City Council approved the plat for the Countryside Subdivision, 7<sup>th</sup> Addition, and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated, February 17, 2016, attached hereto and incorporated herein, as Exhibit "1" shall be met.
2. Prior to the 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 and Lot 4 of Block 2. Said contour shall also be staked in the field for reference.
3. Foxmore Street, which currently terminates with a temporary hammerhead, shall be extended approximately 350 feet ending in a temporary hammerhead.
4. Stormwater generated from this development shall be retained in an existing pond constructed as part of Countryside Subdivision, 5<sup>th</sup> Addition.
5. Subdivision Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording.
6. All corrections to the preliminary plat which were noted by City Staff shall be made prior to submittal of the final plat.
7. All other standards and conditions of Municipal Code not herein discussed but applicable to residential development shall apply.





## Memorandum

**To:** Matt Lewis, Planning Division Manager  
**From:** Merrill Quayle PE, Public Works/Development Engineer *MB*  
**Date:** February 17, 2016  
**Re:** Countryside Subdivision 7<sup>th</sup> 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 7<sup>th</sup> 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.

**AGENDA**

**ITEM**

**NO. 8**

EXECUTIVE SUMMARY

TO: Mayor Blad and City Council

FROM: Matthew G. Lewis, Planning Division Manager  
 Terri Neu, Assistant Planner

DATE: March 17, 2016

RE: Sign Code Amendment

In August, 2015 the Council approved numerous changes to the Sign Code. Shortly thereafter, City staff was approached by a citizen regarding the requirement under Municipal Code Section 15.20.240(B)(7)(b) which reads "In no case shall off premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, designated historic district, park, school, church, cemetery, or government facility, measured in any direction from said signs." Specifically, the citizen asked why there is a separation required between an off premises sign and a government facility.

Staff researched this and found the existing wording has been unchanged as far back as the mid-1980s with the first adopted Sign Code. It was believed that the restriction may have been a result of a restriction in Idaho Code but there is no such requirement. Staff also researched numerous communities' sign ordinances throughout the State and did not find any with such a regulation. With this being the case, it appears the regulation would be based on the desires of the community and, ultimately, City Council.

Staff reviewed the primary commercial corridors and determined several locations where there is a possibility of an off premise sign installed if "government facility" is removed from the Sign Code. These are Poleline Road and Quinn Road (Exhibit 1), City Hall area (Exhibit 2) and S. 5<sup>th</sup> Avenue from 4431 south to Idaho Transportation Department (ITD) District 5 offices (Exhibit 3).

In addition to removing "government facility" staff recommends adding "Residential Commercial Professional zoning districts" to Municipal Code 15.20.240(B)(7)(b). Thus that section would read, "In no case shall off premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, a Residential Commercial Professional zoning district, designated historic district, park, school, church or cemetery measured in any direction from said sign." Adding the RCP ensures adequate separation from off premises signs to a "mixed use" district which includes residential uses.

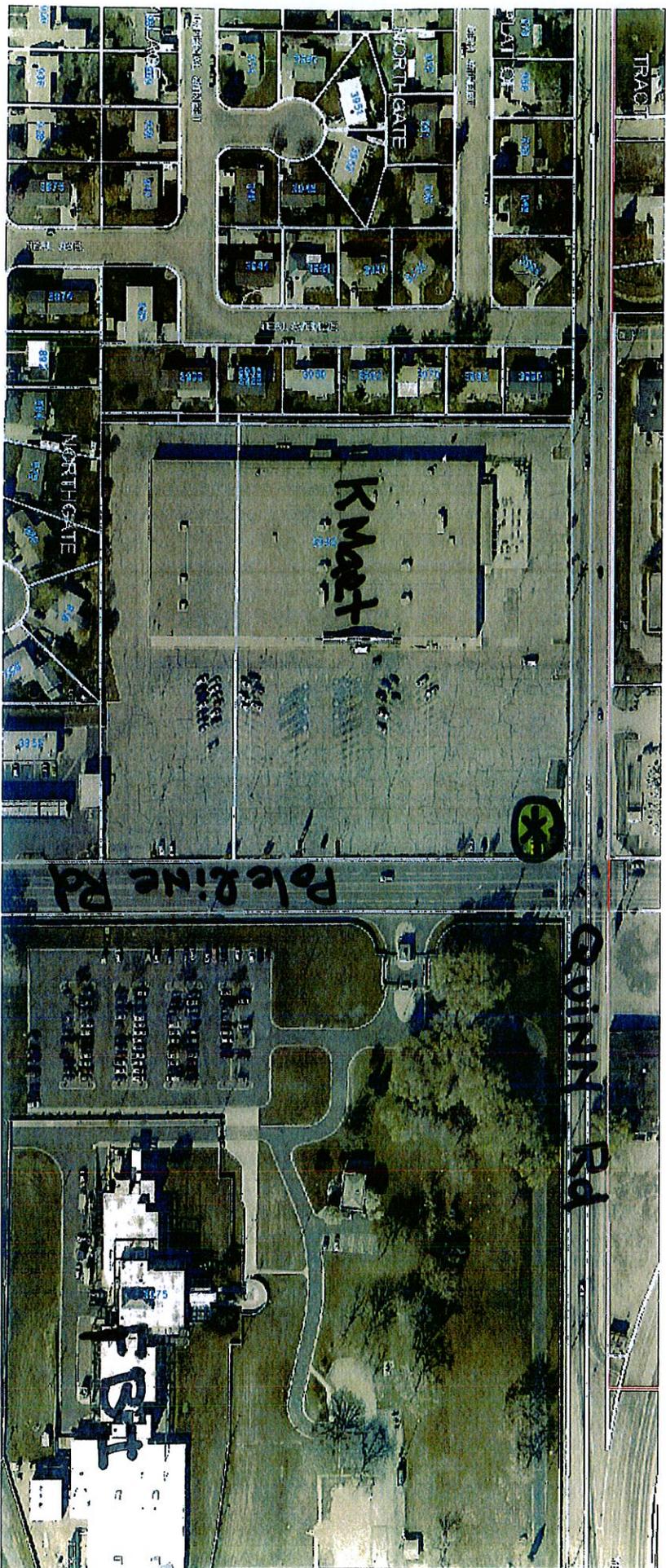
Staff is also recommending removing "government agency" and "government facility" from Municipal Code 15.20.030, Definitions.

At their public hearing held on February 24, 2016 the Planning and Zoning Commission heard testimony from Frank Nuding who was in favor of removing "government facility" and Rich Kirkham who was in favor of removing "government facility" but opposed to adding "Residential Commercial Professional zoning districts" to Section 15.20.240(B)(7)(b). The Commission recommended approval by a 4-2 vote of the amendments recommended by Staff.

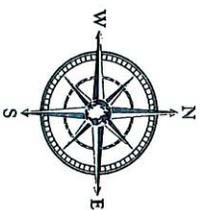
Attachments: Exhibit 1 – Overhead view of Poleline and Quinn  
Exhibit 2 – Overhead view of City Hall area  
Exhibit 3 – Overhead view of area south of 4431 S. 5<sup>th</sup> Avenue  
A – Red line copy of sections of the Sign Code  
B – Planning & Zoning Commission Findings of Fact  
C – Draft minutes from Planning & Zoning Commission's hearing on February 24,  
2016

# Exhibit 1

 Possible Off-Road Vehicle Sign



City of Pocatello  
Web Map



2/24/2016

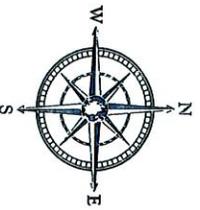
576500 122 451745 687  
35m  
200ft  
Scale 1:1,899



A MUNICIPAL CORPORATION OF IDAHO  
The City of Pocatello does not  
Guarantee the information contained  
In this map to be an accurate  
Representation of actual existing  
Conditions

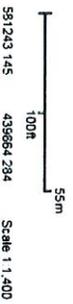
# Exhibit 2

 Possible Off-Premise Sign



2/24/2016

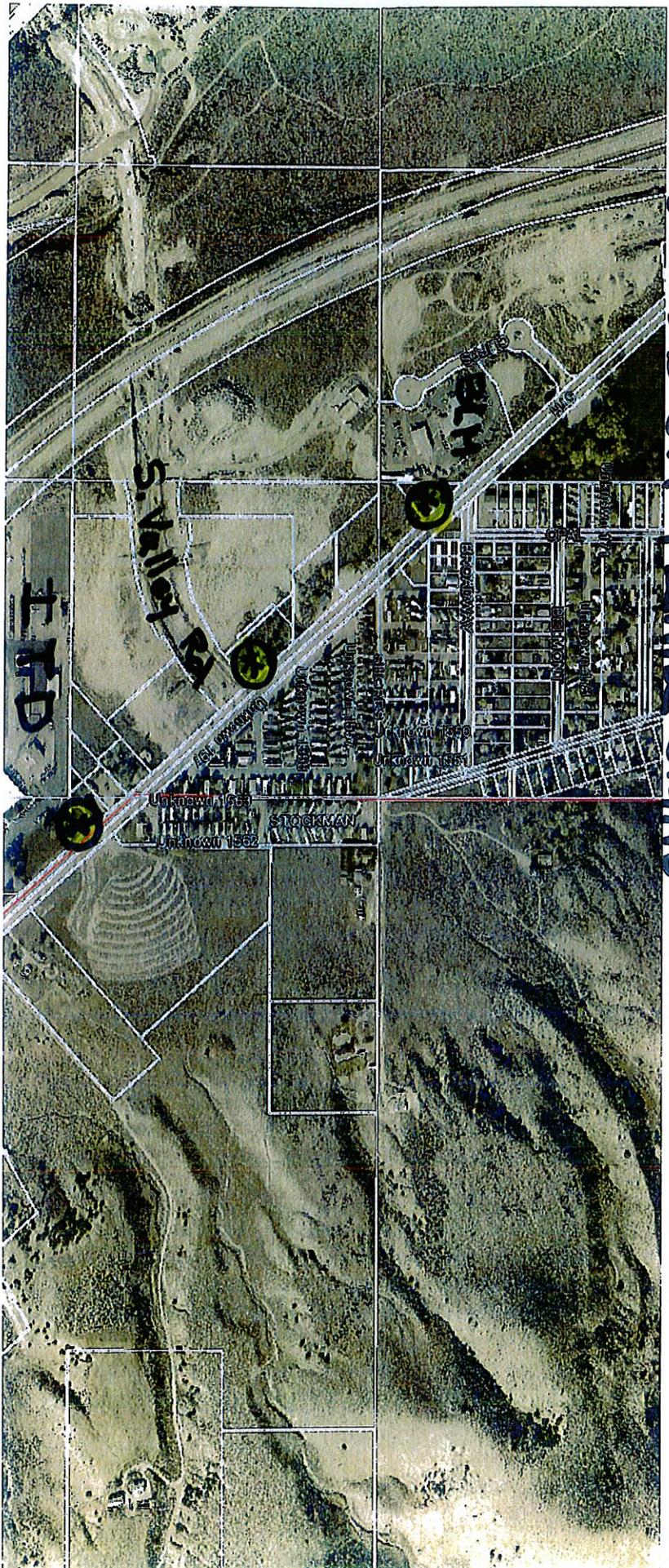
City of Pocatello  
Web Map



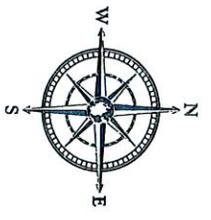
The City of Pocatello does not  
Guarantee the information contained  
In this map to be an accurate  
Representation of actual existing  
Conditions

# Exhibit 3

## Possible Off-Pavement Signs



## City of Pocatello Web Map



2/24/2016

200m  
700ft  
Scale 1:5,601  
556668 171 426430 676



The City of Pocatello does not  
Guarantee the information contained  
in this map to be an accurate  
Representation of actual existing  
Conditions

*Section 1: That the definitions "government agency" and "government facility" contained within Section 15.20.030 "Definitions" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby removed.*

*Section 2: That a portion of Section 15.20.240 "Off Premises/Billboard Signs" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:*

B. Any off premises sign which is moved or replaced must comply with current standards. All off premises signs shall meet the following standards:

\*\*\*

8. Spacing:

b. In no case shall off premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, residential-commercial-professional zoning district, designated historic district, park, school, church, or cemetery, ~~or government facility~~, measured in any direction from said signs.

\*\*\*

*Section 3: That all other Sections of Chapter 15.20 not herein amended shall remain in full force and effect.*

**PLANNING AND ZONING COMMISSION  
FINDINGS OF FACT AND CONCLUSION**

**PROPOSED CHANGES**

The Planning and Zoning Commission held a public hearing on February 24, 2016 to consider changes to Municipal Code 15.20, Sign Code. The changes are as follows, remove "government agency" and "government facility" Section 15.20.030, Definitions; add "Residential-Commercial-Professional zoning district" and remove "or government facility" from Section 15.20.240(B)(8) so it reads,

*"In no case shall off premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, Residential-Commercial-Professional zoning district, designated historic district, park, school, church, or cemetery, ~~or government facility~~, measured in any direction from said signs."*

**CONCLUSIONS AND RECOMMENDATION**

By a 4 to 2 vote, the Planning and Zoning Commission recommends approval of the proposed changes as presented.

**PUBLIC HEARING**

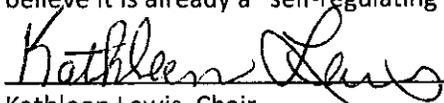
The chair opened the public hearing on February 24, 2016 at which time Terri Neu, Assistant Planner, presented a staff report. She noted for the record that she received a telephone call from Kent Marboe of Lamar Outdoor who stated that he had no concerns with the proposed changes. Neu proceeded to give a brief description of the proposed changes and where additional off-premises could be located. The chair accepted comments from the public at which time one (1) individual spoke in favor to the proposed changes. Another individual spoke in favor of removing the definitions of "government agency" and "government facility" as well as removing "government facility" from Section 15.20.240(B)(8). This individual was opposed to adding "Residential-Commercial-Professional zoning districts" to that same section.

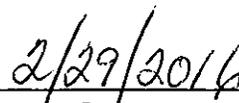
**FINDINGS**

Finding #1: The Commission finds that staff researched several communities in Idaho to determine if the separation from a "government facility" was the norm and it was determined that it was not.

Finding #2: The Commission finds that removing "government facility" from the separation standards located in Municipal Code Section 15.20.240(B)(8) will provide more areas for off-premises signs to be installed.

Finding #3: The Commission finds that adding "Residential Commercial Professional zoning districts" to Municipal Code Section 15.20.240(B)(8) will not cause an undue hardship for sign contractors as they believe it is already a "self-regulating" ordinance.

  
Kathleen Lewis, Chair

  
Date

Attachments:

A – Red line copy of the Sign Code

Section 1: That the definitions "government agency" and "government facility" contained within Section 15.20.030 "Definitions" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby removed.

Section 2: That a portion of Section 15.20.240 "Off Premises/Billboard Signs" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, be hereby amended to read as follows:

B. Any off premises sign which is moved or replaced must comply with current standards. All off premises signs shall meet the following standards:

\*\*\*

8. Spacing:

b. In no case shall off premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, residential-commercial-professional zoning district, designated historic district, park, school, church, or cemetery, ~~or government facility~~, measured in any direction from said signs.

\*\*\*

Section 3: That all other Sections of Chapter 15.20 not herein amended shall remain in full force and effect.

**DRAFT**

**Planning & Zoning Commission Meeting  
Minutes for February 24, 2016 - 6:30 p.m.  
City Hall Council Chambers, 911 N Seventh Avenue, Pocatello ID 83201**

**Attachment C**

**PLANNING & ZONING COMMISSION (PZC)**

The meeting began at 6:31 P.M.

**Present:** Bill Hancock, Ryan Loveland, Ryan Satterfield, Matthew Tovey, Kathleen Lewis, and Jack Brennan.

**Excused:** Steve Long.

**Staff:** Matthew Lewis, Aceline McCulla, and Terri Neu.

**AGENDA CLARIFICATION MEETING:** A meeting was held at 6:00 p.m. in the Iwamizawa Conference Room at City Hall, prior to the regular meeting for clarification of the agenda.

The following is the official minutes of the Planning & Zoning Commission (PZC). Discussion and Commission action will be limited to those items on the agenda. Any citizen who wishes to address the Commission shall first be recognized by the Chair, and shall give his/her name and address for the record. If a citizen wishes to read documentation of any sort to the Commission, he/she shall first seek permission from the Chair. A three (3) minute time limitation was requested for presentations to the Commission.

**AGENDA ITEM #1: DISCLOSURE OF CONFLICT OF INTEREST, EX-PARTE COMMUNICATION AND SITE VISIT.**

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.

**Brennan** had nothing to report, **Hancock** had nothing to report, **Loveland** had nothing to report, **Satterfield** had nothing to report, **Tovey** had nothing to report, and **Chair Lewis** had nothing to report.

**AGENDA ITEM #2: APPROVAL OF MINUTES**

The Commission may wish to approve/amend the minutes from the regular meetings from January 13 and February 10, 2016, and the work session from January 27, 2016.

A motion was made by **Satterfield** and seconded by **Brennan** to approve the January 13 and February 10 Minutes and the January 27 work session minutes. Upon roll call, those voting in favor were Brennan, Hancock, Loveland, Satterfield, Tovey, and Lewis. Motion passed.

**AGENDA ITEM #3: PUBLIC HEARING – SIGN CODE AMENDMENTS**

This time has been set aside for the Commission to hear comments from the public regarding an amendment to Municipal Code 15.20, Sign Code. The proposal is to remove “government agency” and “government facilities” from 15.20.030, Definitions, and 15.20.240, Off Premises/Billboard Signs, and to add “Residential Commercial Professional zoning district” to 15.20.240(B)(7)(b).

# DRAFT

**Terri Neu**, Assistant Planner for the City of Pocatello, stated the Commission might recall considering and eventually recommending approval of the numerous amendments to the sign Code. The City Council approved the amendments. Shortly thereafter, a citizen asked City staff, "Why was there a separation required between an off-premise sign and a government facility?" Staff's research identified that the existing verbiage had been unchanged since the mid 1980's with the first adopted Sign Code. Staff's research found that Idaho Code did not have this requirement, nor did numerous communities researched throughout the State. It appeared that such a regulation would have been based on the desires of the community and ultimately City Council. Staff reviewed primary commercial corridors and determined the following may be possible if "government facility" was removed from the Ordinance. Neu discussed "if removed" scenarios that included Poleline and Quinn Roads (**Exhibit 1**), Sublette behind 804 South 5<sup>th</sup> Avenue, and 850 South 5<sup>th</sup> Avenue adjacent City Hall (**Exhibit 2**), and three locations on South 5<sup>th</sup> Avenue, from 4431 south to Idaho Transportation Department (ITD) District 5 offices (**Exhibit 3**). The first location could be at 4431 S 5<sup>th</sup> Avenue (approximately 290-feet south of Constitution Park. The second may be erected near the intersection of S 5<sup>th</sup> Avenue and South Valley Road, and the third sign may be possible on or near ITD District 5 offices. ITD officials would be notified allowing comment prior to issuance of any off-premises permits.

In addition to government facility being removed staff recommends that Residential Commercial Professional (RCP) zoning districts be inserted for clarity purposes. Thus code Section 15.20.240B(8b) would read as follows, "*In no case shall off-premises signs be located closer than two hundred fifty feet (250') to a residential zoning district, a **Residential-Commercial-Professional** zoning district, designated historic district, park, school, church, or cemetery ~~or government facility~~, measured in any direction from said sign.*" Staff also recommended eliminating the definitions for Government Agency and Government Facility.

Notice of this evening's publication was sent to licensed sign contractors within in the City of Pocatello, was advertised in the Idaho State Journal, and was published on the City's Website. As of today, staff has received one telephone call from Kent Marbock with Lamar Outdoor Advertising asked Neu about the specific changes. He had no concern with the proposed changes following Neu's explanation.

**Satterfield** asked Neu if there were areas in the City where off-premises signs were allowed currently without these changes. **Neu** stated the way the Code is written now the City was maxed out with off-premises signs. She mentioned that part of the problem with off-premises signs was the separation standards.

**Loveland** asked Neu to clarify the RCP restriction. **Neu** stated off-premises signs were not allowed in RCP districts. They are only allowed in Commercial General, Light Industrial, and Industrial districts. **Satterfield** clarified that the new verbiage would place a two hundred fifty feet (250') buffer around a RCP district, where someone may have been able to place a sign next it, even though it had a different zoning next door.

**Chair Lewis** opened up the public hearing at 6:39 PM

## **In Favor:**

**Frank Nuding** 6346 Old Ranch Road, Pocatello, stated he felt the current code was restrictive, but he was in favor of removing the verbiage.

**Opposed:**

**Rich Kirkham**, 2055 Garrett Way, Pocatello, felt billboard signs were beneficial to the community, and he supported the verbiage changes, except the RCP zoning district with the 250 square foot limits on the residence, school, or church side. He did not want the RCP verbiage included.

With no other comments from the public, **Chair Lewis** closed the public hearing at 6:45 PM.

**Commission ensued in discussion.**

**Hancock** asked Neu if the 250-foot restriction would affect anyone with signs up currently. **Neu** stated that any existing signs would be grandfathered and owners would not have to take them down.

**Chair Lewis** asked Neu to clarify if signs were allowed in RCP districts at this time. Neu stated there are size and light restrictions due to residence, church, and schools in an RCP zoning district. A business may only have a sign for their business. No off-premises signs are allowed.

**Lewis** asked Neu to clarify the existing RCP code, and asked how the changes would affect the RCP zoning district. The residence neighborhoods are protected with the RCP code, and on the commercial side, the code restricts signs within 30 feet of each other. RCP zoning district was designed to be a buffer for residential neighborhoods, and they have limited types of businesses in the district. In an RCP, a business may only have an on-premises sign for their business. An off-premises sign may only advertise for businesses not on that property.

A motion was made by **Loveland** and seconded by **Satterfield** to recommend approval to City Council for the City Sign Code revisions except for the inclusion of the language for the RCP verbiage, and to have Chair Lewis sign the Findings of Fact. Upon roll call, those voting in favor were Loveland, Satterfield, and Tovey. Those voting in opposition were Hancock, Lewis, and Brennan. Motion failed.

A motion was made by **Hancock** and seconded by **Brennan** to recommend approval to City Council for the City Sign Code revisions per staff recommendations, and to have Chair Lewis sign the findings of fact. Upon roll call, those voting in favor were Hancock, Loveland, Lewis, and Brennan. Those voting in opposition were Satterfield and Tovey. Motion passed by majority.

With no other items to discuss, **Chair Lewis** adjourned the meeting at 7:04 P.M.

Submitted by:

\_\_\_\_\_ Date Approved: \_\_\_\_\_  
Aceline McCulla, Secretary

**AGENDA**

**ITEM**

**NO. 9**

TO: Mayor Blad  
City Council Members

FROM: Melanie Gygli, Division Manager  
Neighborhood & Community Services 

MEETING OF: March 17, 2016

SUBJECT: Consolidated Plan - Contract Approval

City staff has begun preparation of the 2017-2021 City of Pocatello Consolidated Plan. As required by HUD, the Consolidated Plan must include an analysis of housing, homeless, special needs populations, public and assisted housing, and other elements including strategies and proposed actions. This plan is an essential element in the City's CDBG entitlement program and will direct the formulation of goals and strategies for the community. It will also provide a basis for spending of CDBG funds (approximately \$1,877,100 if current levels are maintained) over the next five years for housing and community development projects.

A request for proposals for development of the plan was sent out in February and three consulting firms submitted proposals. City staff and a member of the CDBG Advisory Committee reviewed the proposals and recommend selection of BBC Consulting and Research as the most qualified respondent, proposing completion of the work for a cost of \$26,170, which is also the lowest proposed cost. BBC Research and Consulting has extensive experience conducting consolidated planning efforts for cities nationwide (including a number of cities in Idaho) and assisted Pocatello with its 2002, 2007, and 2012 plans, as well as being under contract currently to complete the analysis of impediments to fair housing choice.

NCS staff recommends approval of the contract with BBE Research and Consulting, subject to Legal Department review, in the amount of \$26,170.

If you have any questions, please contact me at 234-6186.

**AGENDA**

**ITEM**

**NO. 10**

## WATER RIGHTS LEASE AGREEMENT

This Lease Agreement is made and entered into between the CITY OF POCATELLO, a municipal corporation of Idaho ("City"), whose address is P.O. Box 4169, Pocatello, Idaho 83205, hereinafter referred to as "Lessor", and BLAIR DANCE, whose address is 433 E. Las Colinas Blvd. Ste. 1290, Irving, Texas 75309, hereinafter referred to as "Lessee":

WHEREAS, Lessor has equitable title and contractual rights under the contract it entered into with the U.S. Bureau of Reclamation under Contract No. 14-06-100-1825 dated January 8, 1960 (hereinafter "Contract") and later confirmed by decree in Aberdeen-Springfield Canal Co et al v. Henry Eagle (7th Jud. Dist. 03/12/1969). Under the Contract, the City of Pocatello is entitled to 4.1667% of the reservoir capacity of Palisades Reservoir, which is 50,000 acre feet at the estimated active capacity of 1,200,000 acre feet; and

WHEREAS, the U.S. Bureau of Reclamation holds IDWR water right license 01-2068 for Palisades Reservoir and IDWR has recommended 01-2068 for decree in the SRBA, which has a priority date of July 28, 1939; and

WHEREAS, Lessor filed and is pursuing SRBA Claim 01-2068Y based on its contractual and equitable rights to 4.1667% of the reservoir capacity of Palisades Reservoir; and

WHEREAS, on March 9, 2007 the Idaho Supreme Court in United States of America v. Pioneer Irrigation District, et al., Docket No. 31790 (In Re SRBA Case No. 39576 (Subcase 91-63), affirmed the equitable title of those who make beneficial use of storage water in U. S. Bureau of Reclamation facilities; and

WHEREAS, Lessor covenants and represents that it is the true and lawful owner of the equitable title and contractual rights represented by SRBA claim 01-2068Y and that it is the true and lawful owner of the equitable title and contractual rights of the portion of water right 01-2068 represented by Contract No. 14-06-100-1825 dated January 8, 1960, and that neither of these water rights have lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights; and

WHEREAS, Lessor acquired this storage water for various municipal purposes, recharge, and mitigation, in accordance with applicable law; and

WHEREAS, subject to any mitigation or municipal needs, and to the extent Lessor's fill for its Palisades Reservoir storage water right is in excess of the amount necessary to meet the above-named purposes, the Lessor desires to rent its Palisades Reservoir water to other users for irrigation, power, domestic, municipal, industrial, commercial, mitigation, and recharge purposes; and

WHEREAS, Lessee desires to lease storage water from Lessor for the purposes of irrigation and/or aquifer recharge;

NOW, THEREFORE, the parties agree as follows:

1. **Leased Property.** Lessor hereby leases to Lessee and Lessee hereby leases from Lessor 10,000 acre feet of Lessor's storage water right under Contract No. 14-06-100-1825, a storage water right identified by the records of the Idaho Department of Water Resource ("IDWR") as follows:

| Water Right No.                               | Priority      | Water Right Quantity   | Lessor's Portion of Water Right Quantity | Quantity Lessor is leasing to Lessee                           |
|---|---------------|--|--|--|
| 01-2068Y in the name of the City of Pocatello | July 28, 1939 | 50,000 acre feet<br>(Under Contract No. 14-06-100-1825, the City of Pocatello is entitled to 4.1667% of the reservoir capacity of Palisades Reservoir, which is 50,000 acre feet at the estimated active capacity of 1,200,000 acre feet.) | 50,000 acre feet                         | 10,000 Acre Feet of the fill under Contract No. 14-06-100-1825 |

2. **Term.** The term of this Lease shall be for a term of one (1) water accounting year, commencing April 1, 2016, and terminating on October 31, 2016. Thereafter, Lessee shall have the option to renew this lease for each subsequent water accounting year for up to four (4) years. Based upon restrictions under Lessor's Contract with the Department of the Interior for storage water, each renewal term may be for only one water accounting year. Renewal of the Lease shall be considered effective when Lessee gives written notice of its intent to renew said lease to the Lessor no later than March 1st of the year following the prior year's lease. This renewal option shall continue through the water accounting year of 2020, but shall cease if the Lease is not renewed on an annual basis.

3. **Rent.** The rent for the leased water is \$20.00 per acre foot, together with any administrative fees charged by the Committee of Nine, Water District 01, the Bureau of Reclamation, or the Idaho Department of Water Resources in relation to the

lease. The rent and administrative fees are to be paid on or before October 15, 2016, and on October 15<sup>th</sup> of any renewal year, thereafter. Any rent or administrative fees not paid by October 16<sup>th</sup> of the year it is due shall bear interest at the rate of 12% per annum until paid. In addition to the rent and administrative fees, the Lessee shall pay 50% of any impact fees assessed in connection with the 10,000 acre feet of leased water.

4. **Conditions of Lease.** This Lease shall be subject to the following conditions:

4.1 No water shall be available for lease by the Lessee from the Lessor until Lessor has accrued 15,000 acre feet to its annual Palisades allotment, which shall be reserved for the Lessor's own uses. The next 10,000 acre feet of water which accrues toward the Lessor's annual Palisades allotment shall then be earmarked for use by Lessee;

4.2 Lessee shall pay the annual agreed upon price to Lessor for the 10,000 acre feet of water regardless of whether or not Lessee accepts delivery of the water.

4.3 In the event Lessor does not accrue at least 25,000 acre feet of water in its annual Palisades allotment during the term of this lease, or any renewal of this lease, this Lease Agreement shall be deemed to be null and void for that water accounting year, and each party shall hold the other harmless. The Lessee's option to renew this Lease Agreement shall survive this event, unless this event occurs in the water accounting year of 2020.

4.4 In the event the City's annual Palisades allotment exceeds 15,000 acre feet, but is less than 25,000 acre feet in any given year, the Parties may negotiate a lease for less than 10,000 acre feet that year. The Lessee's option to renew this Lease Agreement shall survive this event, unless this event occurs in the water accounting year of 2020.

4.5 The Lessee is responsible for obtaining approval of each annual lease from the U.S. Secretary of the Interior, the State of Idaho and/or the Committee of Nine, as required.

4.6 This Lease Agreement shall be contingent upon all necessary lease approvals being obtained from the U.S. Secretary of the Interior, State of Idaho, the Committee of Nine, or any other entity as is required.

5. **Non-Use by Lessor.** Lessor covenants that it will not divert or utilize the water leased to Lessee pursuant to this Agreement during the term of this Lease.

6. **Use by Lessee.** During the term of this Lease, Lessee will not divert or utilize the leased water rights except for irrigation purposes above Milner Dam and/or for aquifer recharge purposes.

7. **Right of First Refusal.** Lessor is under no obligation to extend or renew this Lease beyond the term set in Section 2 of this Lease. However, if prior to expiration of the term of this Lease, or during the next succeeding Water-Year, Lessor receives a bona fide, written third-party offer to lease all or any portion of the 10,000 acre-feet of storage that is subject of this Lease, Lessor will give Lessee the right of first refusal to lease such storage on the terms and conditions in the third-party offer. This right of first refusal will be effected by Lessor giving Lessee written notice of the particular offer received by Lessor together with a summary of the material terms of the offer, and requiring Lessee to accept the offer and to sign a new Lease containing the material terms within thirty days after the mailing of such written notice to Lessee. If Lessee does not notify Lessor of its election to Lease the storage within such thirty day period, then Lessor shall be free to consummate a lease to a third-party under the terms of the bona fide offer.

8. **Representations by Lessor.** Lessor covenants and represents that it is the true and lawful owner of the water rights which are the subject of this Lease, that these water rights have not lapsed, been abandoned, or forfeited, either in whole or in part and that nothing restricts or precludes Lessor from entering into this Lease and Lessee utilizing the described water rights.

9. **Indemnification by Lessee.** Lessee agrees to indemnify and hold harmless Lessor, its officers, agents and employees, from and against any and all claims, demands, losses, damages, causes of action, suits, and liabilities of every kind for injury to or death of a person, or for loss of or damage to any property resulting from any act or omission of Lessee, its employees, agents or contractors, relating to or arising out of this Lease Agreement.

10. **Breach.** In the event either party breaches this Lease and such defaults are not cured within thirty (30) days after receipt of written notice thereof, the non-breaching party, at their option, may elect any or all of the following cumulative remedies:

- (a) To terminate this Lease Agreement;
- (b) To seek specific performance of this Lease Agreement;
- (c) To recover any damages arising out of the breach;
- (d) To pursue any and all other remedies under Idaho law by reason of such breach.

11. **Assignment.** This Agreement may not be assigned by Lessee without the express written consent of Lessor.

12. **Choice of Law.** The terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Idaho. Any required mediation and arbitration shall occur in Bannock County Idaho. Jurisdiction and venue for any litigation shall be in the District Court of the State of Idaho in Bannock County.

13. **Attorney Fees.** In the event of any arbitration or litigation over this Lease the prevailing party shall be entitled to recover reasonable attorney fees and costs.

14. **Binding Effect.** This Agreement shall be binding upon the respective heirs, successors and assigns of the parties.

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

LESSOR: City of Pocatello  
Attn: Legal Dept.  
P.O. Box 4169  
Pocatello, ID 83205

LESSEE: Blair Dance  
433 E. Las Colinas Blvd. Ste. 1290  
Irving, Texas 75309

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

DATED this 17<sup>th</sup> day of March, 2016.

**LESSEE:**

**LESSOR: CITY OF POCATELLO, ID.**

By: \_\_\_\_\_  
Blair Dance

By: \_\_\_\_\_  
Brian C. Blad, Mayor

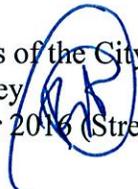
Attest: \_\_\_\_\_  
Ruth E. Whitworth, City Clerk

**AGENDA**

**ITEM**

**NO. 11**

**MEMORANDUM**

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Piggyback Purchase of Paint for 2016 (Street Dept.)  
DATE: March 9, 2016

I have reviewed the documents associated with above-referenced purchase. They meet with my approval for the Council to authorize the Street Department to execute such purchase. The City of Pocatello is piggy backing on a competitive bid awarded by the State of Idaho (ITD) to Ennis-Flint and therefore this current purchase qualifies as a "piggyback" purchase under the Idaho Code.

It is appropriate to follow the recommendations of Tom Kirkman, Streets Superintendent. If you have any questions, please feel free to contact me.



Street Operations  
1080 South 1<sup>st</sup> Avenue  
Pocatello, ID 83201  
(208) 234-6250  
(208) 234-6194  
Fax: (208) 478-7152

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## MEMO

TO: MAYOR BLAD AND MEMBERS OF CITY COUNCIL

FROM: TOM KIRKMAN, STREET OPERATIONS SUPERINTENDENT

RE: RECOMMENDATION FOR 2016 PAVEMENT MARKING PAINT

DATE: MARCH 9, 2016

It is my recommendation that the City of Pocatello Street Operations Department piggyback the State of Idaho contract with Ennis-Flint for the 2016 pavement marking paint in the amount of 4300 gallons totaling \$44,074.75 to be used for summer 2016 pavement marking program. This amount has been budgeted for in the FY16 budget.

Ennis-Flint was the lowest bidder for the State of Idaho and has agreed to allow the City of Pocatello Street Operations Department to piggyback off of that contract. A copy of the State of Idaho contract is attached for review.



**ITD STANDARD CONTRACT – RENEWAL**

**CONTRACT #:** 43 328 TP-04

**ITD Requisition Number:** K071640

**Renewal Effective Date:** March 28, 2015

**Renewal Expiration Date:** March 27, 2016

**Contractor Tax Identification #** 75-2657523

**Contractor Mailing Address:** Ennis Paint Inc.  
1509 S. Kaufman  
Ennis, TX 75119

**Contractor Contact Person:** Don Vermeer

**Phone:** 800-331-8118 **Email:** don@ennistraffic.com

The IDAHO TRANSPORTATION DEPARTMENT, hereinafter referred to as the ITD, and Ennis Paint Inc., hereinafter referred to as the CONTRACTOR, entered into a contract on March 28, 2011, to provide waterborne traffic paint to various delivery destinations with the state of Idaho.

**This Contract is hereby modified as follows:**

This contract is renewed for one (1) year, commencing on March 28, 2015 and expiring on March 27, 2016.

Pricing shall be in accordance with the attached letter dated October 31, 2014.

All of the terms and conditions contained in the contract shall remain in full force and effect, except as expressly modified herein.

**IN WITNESS WHEREOF,** each of the parties hereto has executed this Agreement.

|  |  |
|--|--|
| <b>Contractor's Business Name</b><br>Ennis Paint, Inc. |  |
| <b>Contractor's Printed Name</b><br>Donald W. Vermeer  | <b>Title</b><br>Director of Government Sales |
| <b>Contractor's Signature</b><br>                      | <b>Date</b><br>12/15/2014                    |

|  |                         |
|--|-------------------------|
| <b>ITD Authorized Representative Printed Name</b><br>Chase Croft |                         |
| <b>ITD Authorized Representative Signature</b><br>               | <b>Date</b><br>12/19/14 |

**ITD Contract Administrator:** Chase Croft, Buyer  
**Phone:** (208) 334-8049 **Fax:** (208) 287-3864  
**Email:** chase.croft@itd.idaho.gov



Corporate Office:  
115 Todd Court  
Thomasville, NC 27380  
Phone: 336.475.6600  
Toll Free: 800.331.8118  
sales@ennisflint.com  
www.ennisflint.com

October 31, 2014

Mr. Todd Sorensen  
Idaho Transportation Department  
Business and Support Management – Purchasing Division  
3311 W. State Street  
Boise, ID 83703

Re: Renewal of Contract No. 43 328 TP11 Waterborne Traffic Paint

Dear Mr. Sorenson,

Please accept this letter as an expression of our interest to renew Contract No. 43 328 TP11 for an additional twelve (12) month period at the same pricing, terms and conditions set forth in the aforementioned contract. Should the Idaho Transportation Department find the renewal agreeable, said action would extend the contract through March 27, 2016. Please see below for confirmation of pricing during the renewal term.

| Product Code | Container | Description                          | Unit Price        |
|--------------|-----------|--------------------------------------|-------------------|
| 981221       | Bulk Tote | Waterborne White Traffic Line Paint  | \$ 10.13 / Gallon |
| 981222       | Bulk Tote | Waterborne Yellow Traffic Line Paint | \$ 10.03 / Gallon |
| 981221       | 55G Drum  | Waterborne White Traffic Line Paint  | \$ 10.67 / Gallon |
| 981221       | 30G Drum  | Waterborne White Traffic Line Paint  | \$ 10.67 / Gallon |
| 981221       | 5G Pail   | Waterborne White Traffic Line Paint  | \$ 10.77 / Gallon |
| 981222       | 55G Drum  | Waterborne Yellow Traffic Line Paint | \$ 10.57 / Gallon |
| 981222       | 30G Drum  | Waterborne Yellow Traffic Line Paint | \$ 10.57 / Gallon |
| 981222       | 5G Pail   | Waterborne Yellow Traffic Line Paint | \$ 10.67 / Gallon |

At your convenience, kindly inform Ennis Paint, Inc. of your intentions with regards to renewal of the above referenced contract. Please do not hesitate to contact me should you have any questions. We look forward to the opportunity to continue to meet the traffic paint needs of the Idaho Transportation Department.

Best regards,

Donald W. Vermeer  
Director of Government Sales

CC: Chase Croft, Idaho Transportation Department  
Carl Main, Idaho Transportation Department  
Ron Wright, Idaho Transportation Department

**AGENDA**

**ITEM**

**NO. 12**



Eric Grossman  
Senior Partner

Merritt 7 Corporate Park,  
Building 501 2<sup>nd</sup> Floor  
Norwalk, CT 06856  
+1 203 229 6105  
[eric.grossman@mercer.com](mailto:eric.grossman@mercer.com)  
[www.mercer.com](http://www.mercer.com)

Kim Smith  
Director of HR  
City of Pocatello  
911 N. 7<sup>th</sup> Avenue  
Pocatello, Idaho 83201

March 8, 2016

**Subject:** Mercer Marketplace<sup>SM</sup> Letter of Intent

Dear Kim,

We are delighted that you have selected Mercer Health & Benefits, LLC ("Mercer") to provide the Mercer Marketplace private exchange services (the "Services") defined in the proposal Mercer submitted to City of Pocatello ("Client") on March 3, 2016. This letter of intent ("LOI") is subject to the terms and conditions contained in our existing engagement letter dated October 1, 2015 and serves as the authorization for Mercer to commence Implementation Services as outlined in the Marketplace proposal ("Proposal"). In this regard, Mercer and Client agree as follows:

1. Execution of Agreement. Mercer and Client will finalize and execute the Statement of Work (SOW) prior to the date Mercer will make available transactional and/or informational services to plan participants, which date is currently scheduled to be August 2016 ("Go Live Month") for plans effective October 1, 2016 ("First Day of Initial Plan Year"). The targeted Go-Live Month is subject to change if delay is experienced in key milestone and/or decision dates.
2. Implementation Fees. Based on the agreed-upon project scope and 468 participants eligible for group medical plans via Mercer Marketplace, the Mercer fee for performing the Implementation Services is \$15,000 plus Mercer's reasonable out of pocket costs and expenses (including travel-related expenses). The implementation fee will be invoiced upon execution of this LOI and payable within 30 days of invoicing. If participants eligible for group medical plans at time of go-live differ by more than 15% from the expected counts above, implementation fees will be adjusted proportionally.
3. Implementation Services. Following the execution of this LOI, Mercer and Client will each allocate sufficient resources to (a) prepare, review and approve the implementation plan that describes in reasonable detail each party's respective responsibilities in transitioning the performance of the Services to Mercer and (b) perform their respective tasks as described in the implementation plan within the timeframes provided for in such plan.

If client milestones defined in the implementation plan (e.g., making decisions regarding funding, carriers, plans and pricing) are not completed by the due date, the target open enrollment dates may need to change. Specifically, the data required for the carrier bidding process must be provided by the earlier of the following two dates:

- 140 days before the Open Enrollment start date
  - 7 days after the date Client signs the LOI
4. Data Interface Layouts. Mercer is not responsible for any fees that may be incurred by Client with their HRIS or payroll provider. Prior to Client agreeing to data interface layouts, Mercer recommends that Client obtain agreement from its internal or external HRIS/payroll provider that such layouts can be accommodated within the needed time frames.
  5. Termination. In the event Client terminates this LOI prior to execution of the SOW for any reason other than material breach by Mercer, client shall be obligated to pay Mercer a termination fee, which is inclusive of the implementation fee stated in Section 2, based on the following schedule. Fee will be invoiced upon termination notification and payable within 30 days of invoicing.

| Termination Timing   | Fee Due to Mercer              |
|--|--------------------------------|
| From LOI signature date until LOI signature date + 21 calendar days                                | \$22,500                       |
| After LOI signature date + 21 calendar days and on or before LOI signature date + 35 calendar days | \$37,500                       |
| After LOI signature date + 35 calendar days and before SOW signed                                  | \$45,000                       |
| After SOW signed   | Per the provisions of the SOW* |

**\*Standard SOW Termination Provision:**

Following the Go-Live Date, Client may terminate this SOW by providing at least 180 days prior written notice to Mercer subject to Client's payment of all amounts due Mercer under this SOW no later than 30 days following the effective date of the termination. All amounts due Mercer under this SOW include any amounts earned through the effective date of termination and the amounts that would have been earned through the end of the Initial Term (or, if applicable, any Renewal Term) in which the effective date of the termination falls. Such amounts include any agreed upon fees, commissions or carrier paid fees (and any deferred fees or other compensation). The payment to Mercer for amounts that would have been earned through the end of the Initial term (or, if applicable, any Renewal Term) shall be equal to the average actual monthly fees, commissions or carrier paid fees (and any deferred fees or other compensation) for the 12 months immediately preceding the effective date of termination (or the period between the First Day of Initial Plan Year and the effective date of termination, if shorter) multiplied by the number of months remaining in the Initial Term (or, if applicable, Renewal Term).

*Go-Live Date* means the last day of the actual Go-Live Month

*Initial Term* means the term beginning on the implementation start date and ending September 30, 2019

*Renewal Term* means the successive 12 month period for which this SOW will automatically renew unless a party provides the other party written notice 180 days prior to the end of the then-current term that it intends not to renew

**Exclusion:** Client is not obligated to pay Mercer a termination fee or other implementation fee in the case of a material breach by Mercer prior to execution of the SOW, Client must provide Mercer with thirty (30) days prior written notice and opportunity to cure said breach. Said notice must specify the nature of the breach. If such breach is not cured to the reasonable satisfaction of the Client within said thirty (30) day notice and cure period, Client may, at its option and upon written notice to Mercer, immediately terminate this LOI.

6. Confidentiality. Any confidential or proprietary information provided by one party to the other will be used internally by the receiving party solely for purposes of implementing or providing the Services. Neither party will disclose such information to a third party (other than Mercer affiliates or subcontractors who are involved in the performance of Implementation Services or the ongoing



**MERCER**

MAKE TOMORROW, TODAY

Services) and each party will secure and protect such information in a reasonable manner, but in any case consistent with the maintenance of its own confidential or proprietary information. This provision will not apply to information that is or becomes publicly available, is rightfully obtained from third parties, or is disclosed as the result of the order of a competent legal authority. This provision will survive termination of the LOI.

7. Accelerated Timeline: To condense the implementation timeline, Client confirms that they have reviewed and agree to the Mercer Marketplace Operation and Product Requirements document. These requirements include, but are not limited to the following:
- Mercer Marketplace standard inbound and outbound file layouts for data transmission. Mercer recommends that Client obtain agreement from its HRIS/payroll provider that such standard layouts can be accommodated within the needed time frames.
  - Limited scope of Mercer Marketplace plans, products and services available in the implementation year.
  - Standard Mercer Marketplace website URL and call center phone number during the implementation year.
  - English language support during the implementation year.

If the terms of this LOI are acceptable, please return two signed copies to Mercer for countersignature. Mercer will return a fully executed original to your attention.

We look forward to working with you.

**Mercer Health & Benefits LLC**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Eric Grossman

Title: Senior Partner

**City of Pocatello**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: Brian C. Blad

Title: Mayor

**APPROVED BY LEGAL**

Date 3/11/16 Atty Bybee

Comments \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**MARSH & McLENNAN  
COMPANIES**

**AGENDA**

**ITEM**

**NO. 13**

## MEMORANDUM

TO: Brian C. Blad, Mayor: Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Event Center, Wellness Complex and Fairground Contract with Bannock County  
(Park and Rec)  
DATE: March 9, 2016

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once the Council has so authorized. The City of Pocatello has entered into similar agreements with Bannock. This is for the Pocatello Triathlon to be held on July 2, 2016. Once signed, please forward to Lance Clark, Outdoor Recreation Programmer, so he can forward it to the Bannock County.

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



Office Hours: Monday thru Friday 8:00 am to 4:30 PM, Closed Weekends and Holidays  
 Mailing Address: 10588 Fairgrounds Road, Pocatello Idaho 83201  
 Email: jamiep@bannockcounty.us Phone: 208-237-1340 Fax: 208-237-4758

Deposit Received: \_\_\_\_\_  
 Insurance Received: \_\_\_\_\_  
 Payment Received: \_\_\_\_\_  
 501(c)3 received: \_\_\_\_\_  
 Permits received: \_\_\_\_\_  
 RecDesk: \_\_\_\_\_

**EVENTS CENTER, WELLNESS COMPLEX AND FAIRGROUNDS CONTRACT**

This is a request for facility reservation. Please complete all information. Incomplete information will result in a delay in the review of your contract. The following information is requested to assist in the review and consideration of your request to rent a County facility. Historical users (using their original dates) have first priority. All other requests are on a first come - first served basis.

**RENTER INFORMATION**

- Company/Organization Name: (event host) CITY OF POCATELLO - OUTDOOR RECREATION
- Contact Name: (who will sign the contract) MARL BRIANT BLAD
- Mailing Address: \_\_\_\_\_
- City: Pocatello State: ID Zip Code: 93201
- Daytime Phone: 208 7055764 Evening Phone: \_\_\_\_\_ Email: LCLALYA.POCATELLO.US

**EVENT INFORMATION**

- Event Name: POCATELLO TRIATHLON Area Requested LAKE/BEACH TRAILS
- Event Description: \_\_\_\_\_
- Event Date(s): July 2, 2016 Estimated Number of Attendees: 400
- Event Start Time: 7 AM Event End Time: NOON
- Additional Set- Up or Tear Down Days (if needed): \_\_\_\_\_
- Paid Admission Event: YES  NO \_\_\_\_\_ cost 35-55 Event Open to the Public: YES  NO \_\_\_\_\_
- 501(c)3: YES \_\_\_\_\_ NO \_\_\_\_\_ Non Profit Name: \_\_\_\_\_ Tax ID #: \_\_\_\_\_
- Will Alcohol Be Served/Consumed? YES \_\_\_\_\_ NO  (if yes, county permit (\$20) must be provided and present at event)

**THE COUNTY SHALL:**

Permit the Applicant to occupy the space as written above, to prepare buildings or the erect temporary booths, which Applicant may use during the rental periods.  
 Permit the Applicant to display, demonstrate, sell, solicit or operate their business within the limits of their leased space.  
 Use reasonable safeguards against fire, theft, and accidents, but does not assume any liability for damages to goods or property of the Applicant from fire, theft, water or storm, or any liability for accidents to persons or property caused under, or by virtue of the apparitions of Lessee under this contract.  
 Have a lien upon any and all property stored, used or located upon the leased space, or elsewhere upon the fairgrounds by the Lessee for any and all damages sustained by the breach of this contract or otherwise caused by the Applicant, and shall have the right to restrain such property or any part of it without process of law, and may appropriate any or all such as its own to satisfy and such claim.  
 Reserve the right to all food concession, unless otherwise permitted. If additional vendors are permitted menu must not compete with menu of fixed site.

**THE APPLICANT SHALL:**

Obtain approval for erection of buildings, tents, enclosures, structures and signs outdoor from County.  
 Not nail, drill, paint, or do anything to change appearance of the walls. Do not use tape on concrete floors  
 Remove all temporary structures, forms, booths, etc. within twenty-four (24) hours after termination of lease. Items left after that time become the property of the County, to make such disposition as they shall see fit.  
 Not do any additional electrical wiring without permission of County.  
 Not permit any ale, beer or intoxicating liquor of any kind to be consumed by the Applicant, his employees, agents or guests without proper permit.  
 Collect the fees for the R. V. rental spaces at \$ 25.00 per space per day and turn the rental fees collected, into the Events Center office at the conclusion of the event  
 Comply fully with all laws and ordinances of the Bannock County Fire protection District #1.  
 Agrees to furnish security at its own expense as is deemed necessary for protection of valuable displays and building during the event day and night.  
 Applicant agrees to furnish the County a Certificate of Insurance naming Bannock County and agents as additionally insured in a \$ \_\_\_\_\_ combined single limit policy, such policy being delivered to Events Center Office ten (10) days prior to move in time.  
 Applicant shall provide a security deposit as indicated on the fee schedule, payable when reservation for facility is taken and contract signed. Payment will be held as a security binding. Deposit will be refunded if notification of cancellation is received 30 days prior to event or upon final inspection of facilities, provided there has been no damage and facility is returned in same condition as received. (Clean)  
 The Lessee will pay the building/grounds rental fees **thirty (30) days prior to the event (unless other arrangements are made prior to the event) in the amount of: \_\_\_\_\_ (see attached page for fee schedule)**  
 Please make checks payable to - Bannock County Fairgrounds. Sales tax shall be collected as per Idaho State Tax Commission rules.

Bannock County Commissioners

BANNOCK COUNTY

\_\_\_\_\_  
 Date \_\_\_\_\_  
 Howard Manwaring, Chairman

\_\_\_\_\_  
 Date \_\_\_\_\_  
 Steve Hadley, Member

By: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Date \_\_\_\_\_  
 Karl E Anderson, Member

Emergency # - Aaron Greenwell 208-221-3656

A. The terms of this contract shall commence and be binding upon the parties when the last signature is affixed to this contract, and final approval and granting of the application is made by the Bannock County Commissioners. No use of County facilities or grounds shall take place in the absence of approval. The terms of this contract shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. A fee as set by the Bannock County Commissioners, including but not limited to additional security, shall be paid by Applicant for the use of facilities and/or grounds. If waiver or reduction of fees has been requested, this must be approved by the Bannock County Commissioners and Applicant must comply with such terms set by the Board.

C. Applicant shall use only those parts of the facilities and/or grounds applied for and essential for the use. Applicant's use of facilities and grounds shall occur only with the agreement and acquiescence of the Bannock County Commissioners and take place in such a manner as shall not interfere with the use of building and grounds by the County or other users.

D. Applicant is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

E. Applicant shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of Applicant to clean areas of the buildings and/or grounds to the satisfaction of the County shall result in an assessment of costs or loss of deposit to Applicant for any necessary cleaning. The County reserves the right to request and receive an appropriate security and or cleaning deposit from Applicant if deemed necessary. Costs for any repairs or cleaning required may be deducted from said deposit.

F. Applicant agrees that the use of County buildings and grounds shall be in accord with any applicable state, local or federal law or regulation.

G. Applicant agrees that in the event any hazardous or potentially hazardous activities are contemplated in Applicant's use of the facilities, the Applicant shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waivers shall contain, at a minimum, the following language in paragraph G(1). Said waivers are subject to the approval of the County prior to use of the facilities. Copies of all signed waivers shall be provided to the County upon request. This requirement does not, in any way, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by the County for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law. Hazardous activities include, but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk or injury, property destruction or death. The Applicant agrees that decisions by the County or County staff to require or not to require the execution or submission of waivers does not abrogate any immunities or defenses provided by law. The County staff has complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G (1) Applicant shall have participants sign a release and discharge of Bannock County, its elected and appointed officials, and employees and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

H. Maintenance. Bannock County agrees that regular maintenance of the grounds, parking lots and buildings will be the responsibility of the County.

I. Default. Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

J. Independent Entities. County and Applicant are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by Applicant pursuant to this contract are those of an independent agent and not those of an employee of the County.

K. Entire Agreement. This contract, with any properly executed addendums, represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

L. Assignment. Neither this contract, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

M. Modification. This Application and Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

N. Invalidity. The parties mutually understand and agree this contract shall be governed by and interpreted pursuant to the laws of the State of Idaho. If any provision of this contract is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this contract are fully severable.

O. Venue. If any dispute arises between the parties from or concerning this contract or the subject matter hereof, any suit or proceeding at law or inequity shall be brought in the District Court of the State of Idaho, County of Bannock. Nothing in this clause shall be interpreted or construed to waive the County's assertion of governmental immunity.

P. Contingencies. Applicant certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract.

Q. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this contract because of race, color, gender, creed, handicapping conditions or national origin.

R. ADA Compliance. All parties agree they will not discriminate against a qualified individual with disability, pursuant to law as set forth in the Americans with Disabilities Act, P.L. 101 -336, 42 U.S.C. § 12101, et seq., and/or any properly promulgated rules and regulations relating thereto.

S. Governmental Immunity. The Bannock County Commissioners and Bannock County do not waive their governmental immunity provided by any law by entering into and/or granting this contract and the County fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the County and its elected and appointed officials do not waive their governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this contract.

T. Force Majeure. Neither party shall be liable to perform under this contract if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

U. Notices. All notices required and permitted under this contract shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

V. Indemnification. To the fullest extent permitted by law, Applicant agrees to indemnify and hold harmless Bannock County and its elected and appointed officials, employees and volunteers from any and all claims, damages, losses and expenses, including reasonable attorney's fees, for injuries, illness, death, property damage, claims, penalties, actions, demands or expenses arising from or in connection with this contract. In granting this contract, Bannock County may, in its sole discretion, require Applicant to show proof of insurance sufficient to cover Applicant's obligations pursuant to this clause. No use of buildings or grounds may commence until Bannock County Risk Management or County Legal Counsel has reviewed and approved the insurance coverage obtained/provided by Applicant if so required.

W. Third Party Beneficiary. The parties do not intend to create in any other individual or entity the status of third party beneficiary and this Application and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this contract shall operate only between the parties to this contract and shall inure solely to the benefit of the parties to this contract. The parties to this contract intend and expressly agree that only parties signatory to this contract shall have any legal or equitable right to seek to enforce this contract, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

X. Termination. This Agreement may be terminated by either party at any time for failure of another party to comply with the terms and conditions of this Agreement; by Bannock County with fifteen (15) days' prior written notice to other parties; or upon mutual written agreement by all parties.

Y. Appropriations Clause. Bannock County's obligations under this Application and Agreement are conditioned upon the availability of funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations, the contract may be terminated by the County at the end of the period for which funds are available. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

Z. Alteration or Additions. Without the written consent of the County, or unless otherwise allowed by this Agreement, the Applicant shall not make any improvements to or alterations of the premises. Any alterations or improvements to the premises made by the Applicant shall become part of the realty and the property of the County.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

*Mayor Brian C. Blad*  
Print

# FEE SCHEDULE

| ZONE | EVENTS CENTER                               | Description  | Non-Profit    |         |                   |       | CHARGE |
|------|---|--|---------------|---------|-------------------|-------|--------|
|      |   |  | Hourly        | Daily   | Hourly            | Daily |        |
| 3    | H - Upper Arena and F - Grandstands         | 250 X 190 - seating for 3,500                        | \$50          | \$500   | \$35              | \$375 | \$     |
| 1    | G - Indoor Arena                            | 120 X 240 - seating for 500                          | \$50          | \$500   | \$35              | \$375 | \$     |
| 1    | G - Roping Arena #1                         | 285 X 180  | \$25          | \$250   | \$15              | \$175 | \$     |
| 1    | G - 4-H Arena #2                            | 240 X 180  | \$25          | \$250   | \$15              | \$175 | \$     |
| 3    | B - Building B                              | 120 X 60 - concrete floor, heated                    | \$25          | \$250   | \$15              | \$175 | \$     |
| 3    | C - Blue Show Barn C                        | 70 X 50 - sawdust floor, no heat                     | \$15          | \$150   | \$10              | \$115 | \$     |
| 3    | D - Livestock Barn D                        | 110 X 87 - dirt floor, no heat                       | \$25          | \$250   | \$15              | \$175 | \$     |
| 3    | G - Elk Stage & Grass Area                  |  | \$25          | \$250   | \$15              | \$175 | \$     |
| 4    | Soccer Fields - A B C                       |  | \$25          | \$250   | \$15              | \$175 | \$     |
|      | Indoor Arena Passes (\$10 deposit per card) |  | Individual    |         | Family            |       | \$     |
|      |   | Daily  | \$15          |         | \$20              |       | \$     |
|      |   | Monthly  | \$25          |         | \$30              |       | \$     |
|      |   | 6 months   | \$80          |         | \$170             |       | \$     |
|      |   | Annual (12 months)                                   | \$120         |         | \$240             |       | \$     |
| 3    | Horse Stalls                                |  | Per Night     |         | Monthly           |       | \$     |
|      |   |  | \$15          |         | \$40              |       | \$     |
| 3    | Tack/Hay Room                               |  |               |         | \$20              |       | \$     |
| 3    | Walker                                      |  |               |         | \$15              |       | \$     |
|      | Miscellaneous                               |  |               |         | Number Needed     |       | \$     |
|      | Cattle Panel                                | Per Day  | \$5           |         |                   |       | \$     |
|      | Additional Arena Work                       | Per Time   | \$50          |         |                   |       | \$     |
|      | Race Track Work                             | Per Time   | \$100         |         |                   |       | \$     |
|      | Small Tractor with Operator                 | Per Hour   | \$75          |         |                   |       | \$     |
|      | Backhoe or Loader with Operator             | Per Hour   | \$75          |         |                   |       | \$     |
|      | Additional Labor                            | Per Hour   | \$25          |         |                   |       | \$     |
|      | Tables                                      | Each Per Day   | \$5           |         |                   |       | \$     |
|      | Chairs                                      | Each Per Day   | \$1           |         |                   |       | \$     |
|      | Portable Bleachers                          | Each Per Day   | \$75          |         |                   |       | \$     |
|      | <b>WELLNESS COMPLEX</b>                     | <b>ALL SPONSORS/ADVERTISERS MUST BE PRE-APPROVED</b> |               |         |                   |       |        |
|      |   | Description  | Hourly        | Daily   | Deposit           |       | \$     |
| 6    | A - Amphitheatre                            | 60 X 58 X 30   |               | \$2,500 | \$1000            |       | \$     |
| 5/6  | Pavilion - # 1 2 3 4 (circle) 2 hour min    | 40 X 40 - includes 4 tables and electricity          | \$20          | \$100   |                   |       | \$     |
| 6    | D - Basketball Court - # 1 2 (circle)       |  | \$15          | \$75    |                   |       | \$     |
| 5    | B - Volleyball Court - # 1 2 3 4 (circle)   |  | \$15          | \$75    |                   |       | \$     |
|      |   |  |               |         | Non-Profit        |       | \$     |
| 5    | C - Multi Use Field - #1 2 3 4 5 6 (circle) | 120 X 75   | \$30          | \$300   | \$20              | \$200 | \$     |
| 5    | B - Championship Field                      |  | \$40          | \$400   | \$30              | \$300 | \$     |
|      | User Fee                                    | Up to 250 people                                     | Up to 5 hours |         | 5 hours and Above |       | \$     |
|      |   | 250 to 500 people                                    | \$250         |         | \$500             |       | \$     |
|      |   | 500 people and above                                 | \$375         |         | \$750             |       | \$ 375 |
|      |   |  | \$500         |         | \$1,000           |       | \$     |
|      | <b>FAIRGROUNDS - DOWNEY</b>                 |  |               |         |                   |       | \$     |
|      |   |  | Non-Profit    |         |                   |       | \$     |
|      |   |  | Hourly        | Daily   | Hourly            | Daily | \$     |
|      | Arena                                       |  | \$25          | \$250   | \$15              | \$175 | \$     |
|      | Indoor Arena                                |  | \$25          | \$250   | \$15              | \$175 | \$     |
|      | Covered Stage area                          |  | \$25          | \$250   | \$15              | \$175 | \$     |
|      | <b>RV PARK</b>                              |  | Per Night     |         | Weekly            |       | \$     |
| 1    | C - RV site                                 |  | 25            |         | 150               |       | \$     |
| 1    | C - Tent site                               |  | 15            |         | 100               |       | \$     |

**Miscellaneous Charges**

**TOTAL DUE \$ 375**

\*Set up days for all facilities will be charged 50% of the daily rates \*All facilities require a \$100 deposit unless otherwise stated \*Arena fees include initial work/water preparation \*To receive non-Profit rates, group must provide Internal Revenue Service proof of 501(c)(3) status \* All activities on these grounds are subject to the Equine Activities Immunity Act, Idaho Code, Chapter 18 Sections 6.1801 - 6.1802

ADDITIONAL EVENT INFORMATION

EVENT NAME: POCATELLO TRIATHLON  
DATE: JULY 2, 2016  
TIME OF EVENT: 7AM-NOON  
AREA: LAKE/BEACH + TRAILS

ADDITIONAL EVENT DETAILS:

MAPS + DETAILED INSTRUCTIONS ARE BEING PRODUCED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SPECIAL SET UP INSTRUCTIONS:

WE WILL NEED TO RESTRICT FISHING FOR A FEW HOURS +  
SEQUESTER PART OF THE PARKING LOT.  
\_\_\_\_\_  
\_\_\_\_\_

NOTES / DRAWINGS:

**AGENDA**

**ITEM**

**NO. 14**

USE AGREEMENT

THIS AGREEMENT is made and entered into this 17th day of March, 2016, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as the City; and the Pocatello Lacrosse Club, hereinafter referred to as the USER.

WHEREAS, the City, in its park system, owns various fields for sporting events throughout the City; and

WHEREAS, the USER conducts a high school and youth lacrosse program and wishes to use the City's O.K. Ward Park field area to play league games; and

WHEREAS, the City wishes to support the USER in providing these worthwhile youth recreation programs; and

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

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

1. Purpose. The City shall allow the USER to use the O.K. Ward Park field area for league games. Practices for the USER will be available on other City parks on a first-come first use basis with other park users and will not be reserved for their exclusive use. Note: Some City parks are reserved for games for other youth sports organizations.

2. Term. The term of this Agreement shall be the months of March, April, May and June, 2016. Access to the fields will be allowed during regular park hours during the term of this agreement.

3. Compensation to City. The USER agrees to pay the City forty dollars (\$40.00) per day for any scheduled games. USER shall provide the City with schedules of all game

activities for purposes of billing. Any use of O.K. Ward Park shelter area shall require proper application and payment of applicable use fees by the USER.

4. Care of the Premises. There will be additional charges if additional garbage service and portable toilets are deemed necessary by the City. These charges will be billed directly to the USER by the service provider or the City. The City shall maintain and care for the grass/lawn areas within the facilities. The City agrees to maintain the irrigation, plumbing, and lighting. The USER must maintain the playing fields in acceptable condition and provide its goals, field marking, and field marking equipment. The USER will be required to remove the lacrosse goals immediately after any scheduled game(s), unless other arrangements are made with the Parks and Recreation Director. In the event the City determines that any scheduled game(s) could cause significant damage to the turf quality of the Park or be a safety issue to the participants, the City, at its sole discretion, may cancel or delay the scheduled game(s). The USER agrees that upon completion of any scheduled game(s), the USER shall arrange to have all facilities, including restrooms, cleaned and restored to their previous condition prior to the USER's use, ordinary wear and tear excepted. The USER shall monitor parking at the event and shall prohibit participants, officials, and spectators from driving and/or parking on turf areas. Parking shall be prohibited outside of the designated parking areas. All garbage cans will be dumped into large dumpsters, recyclable materials shall be placed in recycle bins where available, and required cleaning and restoration shall be accomplished without unreasonable delay following the tournament. The USER agrees to promptly make any needed repairs to the facilities should damage to said facilities occur during use by the USER. The USER is responsible for securing the facilities after use, including but not limited to, locking doors and

gates, turning off lights (if applicable), ensuring parking areas have been secured and patrons, players, and spectators have left the premises.

5. Compliance with Laws. The USER shall strictly comply with all federal, state, and local laws, rules, regulations, and ordinances. Further, the USER and all participants in its event agree to abide by the rules and regulations regarding use of the premises, and failure to comply with said rules and regulations may result in suspension or termination of privileges to use the premises.

6. Indemnification. The USER shall have the responsibility for the safety of persons and property during its occupancy and use of the premises. The USER agrees to indemnify and hold harmless, and agrees to protect and defend at its 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 and or the USER, their 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 the USER granted herein, or by any of the USER's employees, agents, invitees, or any other person acting on behalf of the USER. The City hereby agrees to fully indemnify and hold harmless, and agrees to protect and defend at its own cost and expense, the USER from and against any and all risks, suits, damages, judgments, expenses, claims, settlements, or liabilities which the USER 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 the City's operation and activities at the property.

7. Insurance. In order to effectuate the foregoing indemnification provisions, USER shall maintain insurance coverage as follows:

A. USER shall purchase a comprehensive liability insurance policy in the amount of \$1,000,000 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 USER's insurance carrier as a covered entity under the terms of said policy. Moreover, USER is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with USER without first giving the City of Pocatello, at least thirty (30) days written notice.

B. USER shall purchase personal property insurance in an amount sufficient to insure any and all USER's personal property which might be used in USER's operation of the business or which might be present on the airport premises.

C. If applicable, the USER shall provide Worker's Compensation insurance in accordance with the applicable provisions of Idaho Code for his employees and furnish the City Clerk with satisfactory proof that such insurance is in effect.

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 Use Agreement. The above described insurance shall contain contractual coverage sufficiently broad to insure the provisions of Section 6 "Indemnification and Hold Harmless." USER's failure to maintain insurance shall be a basis for immediate termination of this Use Agreement.

8. Assignment. No right or obligation of this Agreement, nor right in the premises described herein, may be assigned, mortgaged, or subleased by the USER without written consent of the City.

9. Termination. If, in the judgment of the Parks & Recreation Director, the USER breaches or is in default of any terms of this Agreement, the City shall give the USER written notice specifying with reasonable particularity the unsatisfactory performance or default. If such breach or default is capable of being remedied and the USER fails or refuses to remedy such unsatisfactory performance or default immediately, the City may terminate this Agreement. The parties agree that the Parks and Recreation Director has the full authority to act on such matters on behalf of the City.

10. Cost of Litigation. If suit or legal action is instituted by any party hereto to establish or enforce any right under this Agreement, to recover any amount due hereunder, to correct a breach of covenant, term, or condition hereto, or to litigate any other matter arising from the execution of the Agreement, the prevailing party in the trial court and the prevailing party on any appeal shall recover reasonable attorney's fees awarded by the trial and appellate courts, in addition to costs and disbursements. The parties agree that a reasonable rate for attorney's fees will be \$150.00 per hour. This provision shall survive any termination of this Agreement.

11. Merger Clause. This writing represents the entire Agreement between the parties. No promises, representations or agreements, written or oral, shall amend, change or add to any of the express provisions herein.

12. Destruction of the Premises: In the event the structures and facilities are destroyed, this Use Agreement shall be deemed terminated.

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

14. Captions for Convenience Only. The captions herein are for convenience only, and do not limit or amplify the language of the sections following.

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

16. Jurisdiction and Venue. Any action or proceeding relative to this Use Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

17. 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: Parks & Recreation Director  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

USER: Tonya Walton  
Pocatello Lacrosse Club  
9 P.O. Box 2223  
Pocatello, ID 83206-2223

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their authorized representative the day and year first above written.

CITY OF POCATELLO, a  
municipal corporation of Idaho

\_\_\_\_\_  
Brian C. Blad, Mayor

ATTEST:

\_\_\_\_\_  
Ruth E. Whitworth, City Clerk

**APPROVED BY LEGAL**

Date 3/11/16 Atty B. Sca

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

USER:

\_\_\_\_\_  
Tonya Walton, d/b/a  
Pocatello Lacrosse Club

STATE OF IDAHO                    )  
  ss:  
County of Bannock                )

On this \_\_\_\_\_ day of March, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Tonya Walton, d/b/a Pocatello Lacrosse Club, known or proved to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

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

(SEAL)

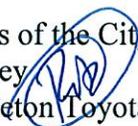
\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**AGENDA**

**ITEM**

**NO. 15**

**MEMORANDUM**

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Vehicle Purchase/ Trade with Teton Toyota (PPD)  
DATE: March 11, 2016

I have reviewed and discussed the situation regarding the above-referenced vehicle transaction with Lt. Paul Manning.

It is appropriate to authorize the purchase of the two (2) vehicles from Teton Toyota. The City (via PPD) will be trading in a total of nine (9) vehicles to help cover the cost of the two (2) vehicles from Teton Toyota. The remaining balance of \$21,000.00 will be paid from previously budgeted monies.

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

ATTN: PAUL MANNING

# TETON TOYOTA

Name CITY OF BOCATELLO Date 3-2-16

Address \_\_\_\_\_ Salesman MALONEY

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Stock No. \_\_\_\_\_

Home Phone (\_\_\_\_) \_\_\_\_\_ Work Phone (\_\_\_\_) \_\_\_\_\_ H.O. Y/N

Email \_\_\_\_\_ SSN \_\_\_\_\_ SSN \_\_\_\_\_  
(buyer) (co-buyer)

What brought you to our dealership? REPEAT CUSTOMER

Year \_\_\_\_\_ Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_

VIN# \_\_\_\_\_ ETCH# \_\_\_\_\_ Miles \_\_\_\_\_

|   |  |
|---|--|
| <p><b>VALUE PRICE</b></p> <p>2012 GMC TRUCK<br/># 21,943</p> <p>2011 HONDA CRV<br/># 14,805</p>   | <p><b>INITIAL INVESTMENT</b></p> <p>CASH _____</p> <p>TAX &amp; DOC _____</p> <p>TOTAL _____</p> |
| <p><b>TRADE-IN</b></p> <p>2000 PASSAT WAGON<br/>1996 GMC TRUCK<br/>1996 JAGUAR<br/>1998 AUDI<br/>1997 PONTIAC GRANDPRIX<br/>1995 FORD MUSTANG<br/>1991 MITSUBISHI<br/>2006 FORD EXPLORER<br/>2004 Dodge Ram</p> <p>TOTAL # 14,250</p> <p>Year _____ Make _____ Model _____</p> <p>Title/Lien _____ Est. Pay-off _____</p> | <p><b>MONTHLY INVESTMENT</b></p> <p>AGREED TO PRICE<br/>INCLUDING DOC FEES</p> <p># 21,000</p>   |

THIS OFFER IS NOT BINDING UNTIL SIGNED BY AUTHORIZED PERSON

**AGENDA**

**ITEM**

**NO. 16**

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney  
RE: WPC Bid Award for Sanitary Sewer Jet Truck (WPC)  
DATE: March 10, 2016

I have reviewed the documents which pertain to the WPC's Bid Award for a Sanitary Sewer Jet Truck and they are in order. I was present during the opening of the bids and it is appropriate to award the bid to MetroQuip, Inc. as they are the lowest responsive (and only) bidder. Monies for this project have been previously budgeted. If you have any questions, please feel free to contact me.



City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205-4169  
www.pocatello.us/wpc

Water Pollution Control Department  
Office: (208) 234-6254  
Fax: (208) 237-3927

---

## MEMORANDUM

TO: Mayor Blad and Members of the City Council  
FROM: Jon Herrick, WPC Superintendent  
DATE: March 10, 2016  
SUBJECT: Recommendation for Water Pollution Control Department Equipment Bid

It is my recommendation that the bid for the WPC Sanitary Sewer Jet Truck be awarded to MetroQuip, Inc., who is the apparent low bidder.

There was only one (1) vendor who submitted a bid for this equipment.

MetroQuip, Inc. bid the equipment at a cost of \$287,850.00 less an \$8,000.00 trade-in allowance for a model year 2000 Vactor jet truck, resulting in a total purchase price of **\$279,850.00**. WPC has this money budgeted in the 2016 fiscal year.

The Council may also wish to authorize the Mayor to sign and approve any necessary contract documents after all documents have been reviewed and approved as to form and content by the City of Pocatello Legal Department.

CITY OF POCATELLO  
WATER POLLUTION CONTROL DEPARTMENT PROPOSAL  
**One (1) New And Unused Sanitary Sewer Jet Truck**  
BIDS TO BE OPENED March 9th, 2016 AT 2:00 P.M. MST  
DELIVERY DATE AFTER APRIL 1st, 2016  
MUNICIPAL BUILDING, 911 NORTH 7th, POCATELLO, IDAHO 83205

BIDDING INSTRUCTIONS

**GENERAL**

It is the intent and purpose of these specifications to secure for the purchaser the necessary equipment and accessories which will comprise and furnish the equipment described above. A detailed list of minimum specifications required is included and is the basis on which the supplier's proposal must be made.

**MATERIAL AND WORKMANSHIP**

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

**WARRANTY**

All items furnished in accordance with these specifications shall be covered by the manufacturers and/or suppliers standard warranty or guarantee on new equipment. The minimum warranty period on new equipment must be one year.

**LATE DELIVERY**

Equipment not delivered by the end of the delivery period will be charged a late penalty in the amount of \$150.00/day for the truck.

**TRADE-IN VEHICLE**

The City of Pocatello will be trading-in a 2000 GMC Vactor jet truck. You may come to the WPC Treatment Plant and inspect the equipment before submittal.

**PROPOSAL SUBMISSION RULES**

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

## SUPPORT OF EQUAL OR SUPERIOR, BUT DIFFERENT, EQUIPMENT

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

1. Carefully read each specification and mark the appropriate "yes" or "no" reply with an 'X' inside the proper brackets. The 'X' entry must be made in ink or typewritten.
2. For each "no" reply, show the box number, the title of the specification and then explain how the equipment being offered differs. Replies must be made on sheet with the title, "Exception(s) to Bid Conditions and Specifications".
3. A copy of the exception(s) to bid conditions & specifications must be submitted to the office of the WPC Superintendent for consideration, no later than 12:00 p.m. March 9<sup>th</sup>, 2016 at 10733 N. Rio Vista Rd.; P.O. Box 4169, Pocatello, ID 83205-4169; or fax to (208)237-3927.

## SPECIFICATIONS FOR SANITARY SEWER JET TRUCK

### CONDITIONS

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

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

The bidder shall satisfy the purchasing official that he maintains a store or branch within 60 miles of the working locations of the machine, staffed with qualified servicemen and with provisions for storing a representative supply of parts for the machine offered and with provisions for securing parts from the manufacturer within a reasonable length of time. Bidder may satisfy the intent of this paragraph by supplying owner with a guaranteed response time of 24 hours from time of notification for warranty repairs if beyond the 60 mile limitation.

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

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

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

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

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



|      |   |   |  |
|------|---|---|--|
| 2.14 | Right hand under cab DPF/SCR with single vertical tailpipe side of cab.                           | X |  |
| 2.15 | 2-speed radiator fan drive with automatic fan control & dash mounted switch with indicator light. | X |  |
| 2.16 | 1,300 square inch minimum heavy duty aluminum radiator assembly rated for application.            | X |  |
| 2.17 | 160 amp alternator minimum.   | X |  |
| 2.18 | Anti-freeze rated to -34° minimum.  | X |  |
| 2.19 | 1,000 watt engine block heater.   | X |  |
| 2.20 | HD 12 volt starter with thermal protection and integrated magnetic switch.                        | X |  |
| 2.21 | 18.7 CFM air compressor with internal safety valve.   | X |  |
|      | Exception(s) Detail:  |   |  |

|           |   | Meets? |    |
|-----------|---|--------|----|
|           |   | YES    | NO |
| <b>3.</b> | <b>Chassis</b>  |        |    |
| 3.01      | The unit shall be a 2016 model year and of current production.  | X      |    |
| 3.02      | 37,000 GVWR minimum.  | X      |    |
| 3.03      | Set-back axle design.   | X      |    |
| 3.04      | Chassis must be built in accordance with sewer cleaner manufacturers specifications. Chassis dealer to provide exact specification to sewer cleaner manufacturer for approval. Any unapproved deviations will be the responsibility of the truck manufacturer dealership to correct at their expense. | X      |    |
|           | Exception(s) Detail:  |        |    |

|           |   | Meets? |    |
|-----------|---|--------|----|
|           |   | YES    | NO |
| <b>4.</b> | <b>Transmission</b>   |        |    |
| 4.01      | Allison 3000/4000 RDS automatic transmission with PTO provision. Geared to reach 75mph. | X      |    |
| 4.02      | Allison vocational package 172.   | X      |    |
| 4.03      | (1) Customer installed Muncie CS10 series PTOs or equivalent.                           | X      |    |
| 4.04      | PTO mounting, LH & RH sides of main transmission.                                       | X      |    |
| 4.05      | Push button, dash mounted, electronic shift control.                                    | X      |    |
| 4.06      | Transmission oil cooler.  | X      |    |
| 4.07      | Severe service rear transmission support.   | X      |    |
| 4.08      | Synthetic automatic transmission fluid.   | X      |    |
|           | Exception(s) Detail:  |        |    |

|           |   | Meets? |    |
|-----------|---|--------|----|
|           |   | YES    | NO |
| <b>5.</b> | <b>Front Axle &amp; Equipment</b>                 |        |    |
| 5.01      | 17,000 lb. front axle rating minimum.             | X      |    |
| 5.02      | Dual power steering gears with air to oil cooler. | X      |    |
| 5.03      | 20,000 flat leaf suspension with shock absorbers. | X      |    |
|           | Exception(s) Detail:                              |        |    |

|           |  | Meets? |    |
|-----------|--|--------|----|
|           |  | YES    | NO |
| <b>6.</b> | <b>Rear Axle and Equipment</b>   |        |    |
| 6.01      | 20,000 lb. rear axle set minimum.  | X      |    |
| 6.02      | 5.25 rear axle ratio.  | X      |    |
| 6.03      | Hendrickson Primaxx EX or equivalent air suspension.   | X      |    |
| 6.04      | Air bag suspension and stabilizers using a static pressure level to accommodate projected load amounts. A self-leveling system will not be accepted. | X      |    |
| 6.05      | Driver controlled differential lock.   | X      |    |
|           | Exception(s) Detail:   |        |    |

|           |   | Meets? |    |
|-----------|---|--------|----|
|           |   | YES    | NO |
| <b>7.</b> | <b>Brake System</b>   |        |    |
| 7.01      | Air brake system with anti-lock braking standard.                             | X      |    |
| 7.02      | Standard U.S. front brake valve with abs valves in rails with heat shielding. | X      |    |
| 7.03      | Heated air dryer mounted inboard.   | X      |    |
| 7.04      | Automatic moisture ejection valve with manual pull chain.                     | X      |    |
| 7.05      | Automatic slack adjusters for front and rear.                                 | X      |    |
| 7.06      | Dust shields front and rear.  | X      |    |
|           | Exception(s) Detail:  |        |    |

|           |   | Meets? |    |
|-----------|---|--------|----|
|           |   | YES    | NO |
| <b>8.</b> | <b>Wheelbase and Frame</b>  |        |    |
| 8.01      | Chassis wheelbase to be 161" or specified by sewer cleaner manufacturer at time of order. | X      |    |
| 8.02      | Back of cab to centerline of rear axles to be 92".  | X      |    |
| 8.03      | Frame to be 5/16" x 3 5/8" x 10 5/8" - RBM to be 1,776,000 in-lbs per rail minimum.       | X      |    |
| 8.04      | Full length steel insert; 1,149,000 RBM minimum.  | X      |    |
|           | Exception(s) Detail:  |        |    |

|           |  | Meets? |    |
|-----------|--|--------|----|
|           |  | YES    | NO |
| <b>9.</b> | <b>Chassis Equipment</b>   |        |    |
| 9.01      | Chassis frame rails to be pre-drilled per sewer cleaner manufacturer's specification prior to delivery to manufactures facility. | X      |    |
| 9.02      | 97 dB back up alarm.   | X      |    |
|           | Exception(s) Detail:   |        |    |

|            |   | Meets? |    |
|------------|---|--------|----|
|            |   | YES    | NO |
| <b>10.</b> | <b>Fuel Tanks</b>   |        |    |
| 10.01      | 23" diameter 70-gallon minimum aluminum fuel tank mounted LH under cab. | X      |    |
| 10.02      | Standard fuel tank step configuration.                                  | X      |    |
| 10.03      | Fuel filter/water separator.  | X      |    |
|            | Exception(s) Detail:  |        |    |

|            |   | Meets? |    |
|------------|---|--------|----|
|            |   | YES    | NO |
| <b>11.</b> | <b>Tires and Wheels</b>   |        |    |
| 11.01      | Michelin XZY-3 425/65R22.5 20 ply radial front tires.                       | X      |    |
| 11.02      | Michelin XDE M/S 11R22.5 14 ply radial rear tires.                          | X      |    |
| 11.03      | Accuride 22.5x12.25 10-hub pilot 4.75 inset 5-hand steel disc front wheels. | X      |    |
| 11.04      | Accuride Accu-Lite 22.5x8.25 10-hub pilot 2-hand steel disc rear wheels.    | X      |    |
|            | Exception(s) Detail:  |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>12.</b> | <b>Cab Exterior</b>  |        |    |
| 12.01      | Conventional aluminum extended day-cab design.   | X      |    |
| 12.02      | Cab air suspension.  | X      |    |
| 12.03      | 2" rubber wheel well fender extensions.  | X      |    |
| 12.04      | LH & RH exterior grab handles.   | X      |    |
| 12.05      | Fiberglass tilting hood.   | X      |    |
| 12.06      | Dual 23in. rectangular air horns with included covers on top of roof.                  | X      |    |
| 12.07      | Halogen projector low and high beam headlamps.   | X      |    |
| 12.08      | Dual "West Coast" style 7"x 16" heated mirrors with 8.5" convex mirrors mounted below. | X      |    |
| 12.09      | Cab mounted windshield washer reservoir with fluid level indicator mounted under hood. | X      |    |
| 12.10      | 17" x 36" rear window minimum.   | X      |    |
| 12.11      | Corner windows installed in rear corners of cab for increased visibility               | X      |    |
| 12.12      | Five L.E.D. marker lights installed across the top front of cab.                       | X      |    |
| 12.13      | Front fender mounted L.E.D. turn lights.   | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>13.</b> | <b>Cab Interior</b>  |        |    |
| 13.01      | Under dash center console with (2) cup holders and (2) 12 volt power supply ports.   | X      |    |
| 13.02      | Molded plastic door panels with storage pocket.  | X      |    |
| 13.03      | Dark gray/black interior.  | X      |    |
| 13.04      | High back non-cloth air suspension driver seat with single chamber air lumbar support and integrated cushion extension. To include dual armrests.    | X      |    |
| 13.05      | High back non-cloth air suspension passenger seat with single chamber air lumbar support and integrated cushion extension. To include dual armrests. | X      |    |
| 13.06      | 3-point fixed driver and passenger seat belts.   | X      |    |
| 13.07      | 18" 4-spoke steering wheel with adjustable telescoping tilt steering column.   | X      |    |
| 13.08      | Driver and passenger interior sun visors and floor mats.   | X      |    |
| 13.09      | Power windows for both driver and passenger sides.   | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>14.</b> | <b>Instruments, Gauges and Controls</b>  |        |    |
| 14.01      | Dash mounted engine air filter restriction gauge.  | X      |    |
|            | Integral air conditioning/ heater/ defrost.  | X      |    |
| 14.02      | AM/FM/CD/WB stereo with (2) speakers. To include Bluetooth, iPod interface, USB, and front auxiliary inputs. Antennae to be on roof.   | X      |    |
| 14.03      | Electronic cruise control with switches in LH switch panel.  | X      |    |
| 14.04      | Odometer/trip/hour/diagnostic/voltage driver display.  | X      |    |
| 14.05      | Gauges as follows:<br>1) Fuel gauge<br>2) Engine coolant temp gauge<br>3) Engine oil pressure<br>4) Air pressure<br>5) Engine and trip hour meters integral to driver display<br>6) Electronic tachometer<br>7) Digital voltage display integral to driver display | X      |    |
| 14.06      | Column mounted adjustable intermittent wiper control.  | X      |    |
| 14.07      | Park brake valve.  | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>15.</b> | <b>Module Sub-Frame</b>  |        |    |
| 15.01      | The equipment shall be of modular design consisting of water tanks system and drive system.  | X      |    |
| 15.02      | A sub-frame shall be fabricated to the exact dimensions of the truck chassis for mounting of modular components.   | X      |    |
| 15.03      | All components of the module shall attach to the sub-frame and not directly to the chassis.  | X      |    |
| 15.04      | Sub-frame shall be designed to ASME standards for maximum applied loads; chassis frame movement and even distribution of weight to the chassis and suspension. | X      |    |
| 15.05      | Sub-frame shall be continuous and uninterrupted from back of cab to end of frame.  | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>16.</b> | <b>Water Tanks</b>   |        |    |
| 16.01      | Water tanks must be a certified metered capacity of 1500 gallons. Certification to be provided upon delivery.  | X      |    |
| 16.02      | The water storage tank should be an elliptical body design for optimum rigidity and maximum resistance to flexing.   | X      |    |
| 16.03      | Water tank shall be equipped with no less than four (4) stainless steel anti-surge baffles welded as an integral part of the tank.   | X      |    |
| 16.04      | For strength and durability, the water tank shall be constructed out of #304 stainless steel (10 gauge minimum).   | X      |    |
| 16.05      | The water tank shall have 3/16" end plates. The water storage tank shall have a ten (10) year warranty against defects in workmanship, rust, cracking, UV rays and other forms of fatigue. | X      |    |
| 16.06      | The water storage tank shall be located directly behind the truck cap and shall be bolted to the unit sub-frame by a minimum of four (4) heavy-duty mounting brackets.                     | X      |    |

|       |  |   |  |
|-------|--|---|--|
| 16.07 | The four (4) mounting brackets shall be permanently mount to two (2) radial "saddle type" plates welded to the underside of the water storage tank.  | X |  |
| 16.08 | The sub-frame shall be bolted to the truck chassis.  | X |  |
| 16.09 | The water tank shall be easily removed from the subframe to provide complete access to the truck chassis for maintenance purposes.   | X |  |
| 16.10 | The water tank shall come equipped with an anti-siphon device and 25' of 2 1/2" diameter hydrant fill hose and fittings.   | X |  |
| 16.11 | Water level sight tubes of non-yellowing plastic and a high visibility float that extends the entire height of the tank shall be installed.  | X |  |
| 16.12 | The sides of the water tank shall not extend more than 48" out from the centerline of the truck chassis.   | X |  |
| 16.13 | A fresh water drain system shall be provided to completely drain the fresh water system from one location utilizing a 3" drain port and plug.  | X |  |
| 16.14 | The water tank material shall require no internal coating and shall be repairable of patching is required.   | X |  |
| 16.15 | Water tank shall be adequately vented and connected to provide complete filling.   | X |  |
| 16.16 | A 3" gate valve shall be provided at water pump.   | X |  |
| 16.17 |  |   |  |
| 16.18 | The water storage tank shall be equipped with:<br><br>A 24" diameter removable man way hatch for tank access.<br>An integral ladder for accessing the man way hatch.<br>A 4" anti-siphon air gap with wat fill located curbside.<br>A water drain point with a ball valve shall be provided to completely drain water tank.  | X |  |
| 16.19 | Non-skid material shall be supplied on top of water tank.  | X |  |
| 16.20 | A 3" in-line "Y" trap with an 80 mesh stainless steel filter element shall be located at inlet of water tank fill air-gap.   | X |  |
| 16.21 | A 3" in-line "Y" trap with an 80 mesh stainless steel filter element shall be located prior to the pump suction inlet to serve as an additional filtering device.  | X |  |
| 16.22 | An air purge system shall be supplied. The system shall aid in the purging of water lines and water pump for cold weather storage. This system shall utilize the chassis air compressor to fill independent air reservoirs. The air purge shall come complete with plumbing, valves and air pressure gauge. Pressure protection valves isolate the holding tank and the chassis compressor. The air purge system shall purge the residual water from the system. | X |  |
| 16.23 | A continuous fill system shall be supplied that will permit continuous water tank filling. This system shall include an air operated valve that opens when the water level lowers in the water tanks. This system shall permit the tanks to refill automatically while cleaning the sewer.   | X |  |
| 16.24 | A low water electrical activated float device shall be located in the water tank. When low water level condition exists, the float shall signal a warning light and an audible alarm located at the operator station. A manual by-pass switch, located at the operator station shall be supplied to deactivate the system.   | X |  |
|       | Exception(s) Detail:   |   |  |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>17.</b> | <b>Water Pump and Drive</b>  |        |    |
| 17.01      | For most efficient use of horsepower and reduced fuel consumption, the high-pressure dual-action, single piston rodder pump shall be hydraulically driven via (1) load sensing utility pump, (1) variable displacement pump and (1) fixed displacement pump  | X      |    |
| 17.02      | The hydraulic flow to drive the water pump shall be from a hydraulic oil pump, driven by the truck engine via a heavy duty power-take-off (PTO). The water pump shall operate with an oil-to-water ratio of 1:1.   | X      |    |
| 17.03      | The hydraulic reservoir shall be a minimum of 60 gallons and include a spin-off filter and sight gauge.  | X      |    |
| 17.04      | The power-take-off (PTO) shall engage the hydraulic pump, but not the water pump.  | X      |    |
| 17.05      | The water pump shall engage and disengage at the operator's station.   | X      |    |
| 17.06      | High-pressure rodder pump system shall allow rear-mounted controls for operation of three modes.   | X      |    |
| 17.07      | Variable flow systems routing water back-to-tank are not considered equal due to additional wear, horsepower and fuel consumption. Any deviation from this drive requirement should have full explanation of horsepower consumption.   | X      |    |
| 17.08      | When required to assist nozzle breaking through obstructions, water pump "pulsation mode" shall provide a forward-acting nozzle surge. Pulsation surge wave shall allow nozzle to punch forward 2" to 18" depending on flow dynamics and length of hose in sewer pipe.   | X      |    |
| 17.09      | The water pump location shall be in the hose reel and water pump compartment above the chassis. The pump manufacturer shall certify the water pump location.   | X      |    |
| 17.10      | Water pump location shall provide a flooded gravity suction inlet to eliminate potential pump damage due to cavitation. Use of an additional primer pump to maintain flooded inlet is not acceptable.  | X      |    |
| 17.11      | Water pump must have ability to run dry at full operating speed for up to 30 minutes without damaging the pump.  | X      |    |
| 17.12      | An oil to water heat exchanger will be provided in the water system to cool all hydraulic fluids on the unit. State horsepower requirement to operate hydraulics at full speed:  | X      |    |
| 17.13      | The water pump shall provide precise 0-60 GPM controlled flow at variable pressure up to 2,500 PSI.  | X      |    |
| 17.14      | An extreme cold weather water recirculation system, rated at a minimum of 25 GPM at chassis engine idle speed, shall utilize the transmission PTO and single-piston rodder pump, to recirculate water through the system while stationary or driving.  |        | X  |
| 17.15      | An ASME coded and safety stamped 2½ gallon capacity hydro-pneumatic, nitrogen charged bladder type accumulator shall be supplied. It shall have a pre-set operating range of 1400 to 2500 psi to give continuous smooth pressure at the nozzle. The accumulator system shall have a 1" ball valve shut-off to allow water pump to operate either with "jackhammer" action or smooth water flow.                            | X      |    |
| 17.16      | Two (2) 1/2" high-pressure ball valves shall be installed in lieu of the standard SAE #8 drain plugs. This shall eliminate the use of removing water pump drain plugs when draining or winterizing the water system. These valves shall be located on the bottom of the fodder pump for draining the water pump. Doing this while cycling the water pump at slow speed flushes out any sediment at the bottom of the pump. | X      |    |
| 17.17      | A 1" water relief valve shall be supplied as an additional relief system for the high-pressure water system. This system shall be in addition to the standard hydraulic relief valve.  | X      |    |

|       |  |   |  |
|-------|--|---|--|
| 17.18 | Gate valves shall be installed to permit the servicing of the hydraulic system. A valve shall be located at the hydraulic pump suction line, return line and oil filter. | X |  |
| 17.19 | A water pump hour meter shall be provided.   | X |  |
|       | Exception(s) Detail:   |   |  |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>18.</b> | <b>Hose Reel</b>   |        |    |
| 18.01      | Hose reel assembly shall rear-mounted.   | X      |    |
| 18.02      | Hose reel assembly shall be mounted on an independent frame that can be removed from brackets attached permanently.  | X      |    |
| 18.03      | Reel will be manufactured out of 1/4" spun steel for added structural strength and shall require no internal or external reinforcements that could damage rodder hose.   | X      |    |
| 18.04      | Hose reel shall be driven by adjustable gear reduction chain and sprocket assembly.  | X      |    |
| 18.05      | Hose reel shall operate at full rotational speed while chassis engine is at idle.  | X      |    |
| 18.06      | Hydraulically telescoping rotating hose reel shall have up to 800' of 3/4" hose capacity.  | X      |    |
| 18.07      | The rear-mounted hose reel shall telescope 15" forward down centerline of truck.   | X      |    |
| 18.08      | The reel capacity shall be able to accommodate a total of 800' of three-quarter inch (3/4") I.D. sewer hose.   | X      |    |
| 18.09      | The hose reel drum shall be constructed of one-quarter inch (1/4") spun steel.   | X      |    |
| 18.10      | The hose reel shall be powered in both directions by a hydraulic motor and double roller chain drive.  | X      |    |
| 18.11      | The hose reel shall be equipped with a manual rewind device as standard, to be used in the event of hydraulic failure.   | X      |    |
| 18.12      | Shall have a 1" rotating swivel joint that is adjustable and that has replaceable seals. The swivel joint will be located on the inlet side to provide free rotation of the hose reel.   | X      |    |
| 18.13      | A variable speed control shall be provided that permits pay-in/pay-out speed of the hose reel to be varied.  | X      |    |
| 18.14      | The system shall provide the capability of retrieving the entire length of hose under full pressure.   | X      |    |
| 18.15      | The reel shall be mounted left of the centerline of the unit (streetside).   | X      |    |
| 18.16      | A dual roller manual hose guide shall be supplied.   | X      |    |
| 18.17      | An auto-wind guide shall provide the operator with hands-free operation to unwind and rewind the sewer hose onto the hose reel. It shall be located on the hose reel and shall be chain driven from the reel shaft, using a lead and follower mechanism. The winding mechanism shall have a free-wheeling provision for quick adjustments to compensate for hose length changes or repair. | X      |    |
| 18.18      | Controls shall be supplied for operation of both the reel and the jet rodder.  | X      |    |
| 18.19      | 800' x 3/4" Piranha sewer hose rated at 2,500 PSI shall be provided.   | X      |    |
| 18.20      | A single 15' x 3/4" double braid, flexible leader hose will be provided.   | X      |    |
| 18.21      | An air actuated pinch-roller shall exert downward pressure across full width of reel to retain hose on reel when encountering nozzle blockages.  | X      |    |
| 18.22      | A mechanical footage counter shall be mounted at the hose reel flange to measure the pay-in/pay-out of the hose. It shall measure in one-foot (1') increments to allow the operator a visual means to determine how much sewer hose is in the sewer line This shall be supplied in addition to standard.   | X      |    |

|       |  |   |  |
|-------|--|---|--|
| 18.23 | Pay-in/pay-out of the hose reel shall be controlled by a joystick located at the operator station.   | X |  |
| 18.24 | A nozzle rack shall be installed in the toolbox. This rack shall hold nozzles when the operator is finished. This rack shall be standard with multi-flow system. | X |  |
|       | Exception(s) Detail:   |   |  |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>19.</b> | <b>Hose Reel Enclosure/Operator Station</b>  |        |    |
| 19.01      | The hose reel/water pump enclosure shall be constructed out of corrosion resistant material.   | X      |    |
| 19.02      | Drive and passenger side access to the hose reel and water pump shall be provided by means of a roll-up door with a minimum horizontal clear opening of 52". The roll-up doors shall be secured with lock and key when not in operation.   | X      |    |
| 19.03      | The control panel and operator station shall be covered with a steel canopy suspended on mechanical struts.  | X      |    |
| 19.04      | The interior of the pump compartment shall have an open floor for proper ventilation and should be heated.   | X      |    |
| 19.05      | The operator's station shall be located at the rear of the unit to allow a single operator to control all functions of the sewer cleaning operation.   | X      |    |
| 19.06      | The following items shall be located in this area:<br><br>Reel speed control and directional pay-in/pay-out.<br>Low water warning light.<br>Variable speed engine throttle.<br>On/off water pump control.<br>Liquid filled water pressure gauge.<br>Water on/off and water bypass selection control valves.<br>Tachometer with hour meter. | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>20.</b> | <b>Electrical and Lighting</b>   |        |    |
| 20.01      | The entire system shall be vapor sealed to eliminate moisture damage, "NEMA-4 compliant" type minimum.   | X      |    |
| 20.02      | A complete wiring diagram shall be provided with this unit.  | X      |    |
| 20.03      | Electronic package as follows:<br>1) Chassis tachometer<br>2) Operating mode<br>3) PTO mode<br>4) Hydraulic oil temperature shutdown                                   | X      |    |
| 20.04      | All electrical connections shall not have any exposed wires or terminals nor should they be painted. Paint process shall be completed prior to installation of wiring. | X      |    |
| 20.05      | All wiring shall be color-coded and encased in conduit to scaled terminal boxes with circuit breakers.   | X      |    |

|       |  |   |  |
|-------|--|---|--|
| 20.06 | All light bulbs shall be shock mounted to eliminate failure.   | X |  |
| 20.07 | All other lights required by State and Federal Laws.   | X |  |
| 20.08 | One-piece directional 8-light amber L.E.D. board shall be mounted on rear of shroud body with controls mounted in cab. | X |  |
| 20.09 | (2) Amber L.E.D. rear, top of shroud strobes shall be provided.  | X |  |
| 20.10 | (2) Amber L.E.D. mirror mount strobes.   | X |  |
| 20.11 | L.E.D. operator station work lights shall be provided.   | X |  |
| 20.12 | L.E.D. hose reel manhole work lights shall be provided.  | X |  |
| 20.13 | L.E.D. down hole work lights shall be provided.  | X |  |
| 20.14 | L.E.D. clearance, back-up, stop, tail & turn lights shall be provided.   | X |  |
| 20.15 | A 12 volt pistol grip hand light with a minimum of 1,000,000 candle power with 15' of cord shall be provided.          | X |  |
|       | Exception(s) Detail:   |   |  |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>21.</b> | <b>Safety Equipment</b>  |        |    |
| 21.01      | (1) Emergency flare kit.   | X      |    |
| 21.02      | (1) 5# Fire extinguisher.  | X      |    |
| 21.03      | 2-camera system shall be provided as follows:<br>1) 7" diagonal x 1" deep flat LCD color monitor shall be installed in cab of chassis.<br>2) Multi-view available on monitor, with up to (4) camera inputs and up to (4) simultaneous views shall be provided.<br>3) Rear back-up color camera with 130° viewing angle shall be provided.<br>4) Each camera shall be provided with L.E.D. low light assist.<br>5) Each camera shall have a microphone.<br>Rear camera shall automatically activate when transmission is shifted into reverse gear. | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |  | Meets? |    |
|------------|--|--------|----|
|            |  | YES    | NO |
| <b>22.</b> | <b>Standard Accessories</b>  |        |    |
| 22.01      | (1) 30° Sanitary nozzle.   | X      |    |
| 22.02      | (1) 15° Penetrator nozzle.   | X      |    |
| 22.03      | (1) 1" Small finned nozzle pipe skid.  | X      |    |
| 22.04      | Flexible hose guide (tiger tail).  | X      |    |
| 22.05      | A combination hydrant and adjustable spanner wrench with cast steel body and screw-in heavy-duty handle shall be supplied. | X      |    |
|            | Exception(s) Detail:   |        |    |

|            |   | Meets? |    |
|------------|---|--------|----|
|            |   | YES    | NO |
| <b>23.</b> | <b>Chassis Equipment, Tool Trays &amp; Storage</b>  |        |    |
| 23.01      | Trays shall be constructed from a minimum 12-gauge steel.   | X      |    |
| 23.02      | The tool trays shall be located on the lower section and full length of the tank area. They shall be a minimum of 24" wide. | X      |    |
| 23.03      | One tool tray shall be located on curbside and one on the streetside.   | X      |    |

|       |  |   |  |
|-------|--|---|--|
| 23.04 | Two (2) weatherproof steel tool boxes – 36"x18"x18", mounted on chassis frame streetside and curbside. | X |  |
| 23.05 | Two (2) front tow hooks shall be provided.   | X |  |
| 23.06 | Two (2) rear tow hooks shall be provided.  | X |  |
| 23.07 | A rear mounted safety cone storage rack to be provided to contain cones in the upright position.       | X |  |
|       | Exception(s) Detail:   |   |  |

|                          |   | Meets? |    |
|--------------------------|---|--------|----|
| <b>24. Module Finish</b> |   | YES    | NO |
| 24.01                    | Painting of the module shall be with a DuPont IMRON Elite polyurethane enamel top coat color of customer's choice. Application is to be a wet top coat applied to a wet un-sanded primer base.        | X      |    |
| 24.02                    | Paint process shall be completed prior to installation of wiring. Paint process shall be completed prior to installation hydraulic lines. Painting of wiring or hydraulic lines will not be accepted. | X      |    |
| 24.03                    | Module color to be chosen at time of order.   | X      |    |
|                          | Exception(s) Detail:  |        |    |

|  |   | Meets? |    |
|--|---|--------|----|
| <b>25. Manuals, Warranty, and Training</b> |   | YES    | NO |
| 25.01                                      | (2) Complete sets of operation and maintenance manuals to be included for sewer cleaner body and chassis. Manuals to be on a USB thumbnail drive. Paper copies will not be accepted.  | X      |    |
| 25.02                                      | State Warranty Provided:<br><br>Sewer Cleaner: <u>1 year</u><br><br>Chassis: <u>1 year, 100,000 miles</u><br><br>Chassis Engine: <u>2 years, 250,000 miles</u><br><br>Chassis Transmission: <u>3 years, Unlimited miles</u> | X      |    |
| 25.03                                      | Factory Training for (1) Technician at sewer cleaner manufacturer's facility. Does not include travel to and from facility.   | X      |    |
| 25.04                                      | On-site training at customer's location by factory authorized person(s) included at time of delivery.   | X      |    |
|  | Exception(s) Detail:  |        |    |

Cost of one (1) 2016 cab & chassis, F.O.B. Pocatello, Idaho, shall be \$ 96,125.00. Bid security in the amount of five percent (5%) of the total bid price for one (1) cab & chassis must accompany this proposal and is to be from the supplier of the cab & chassis. Bid security is to be in one (1) of the following forms:

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

Cost of one (1) 2016 sewer cleaning jet body & device mounted on cab & chassis, F.O.B. Pocatello, Idaho, shall be \$ 191,725.00. Bid security in the amount of five percent (5%) of the total bid price for one (1) sewer jet body must accompany this proposal and is to be from the supplier of the sewer cleaning jet body and device. Bid security is to be in one (1) of the following forms:

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

Trade-in amount for a 2000 GMC cabover chassis with Vector jet body and device.  
\$ -8,000.00

Total cost of one (1) 2016 cab & chassis with 2016 jet body & device, F.O.B. Pocatello, Idaho, shall be:  
\$ 287,850.00

Total cost to the City of Pocatello \$ 279,850.00

#### DELIVERY

Delivery will not be accepted prior to April 1<sup>st</sup>, 2016; delivery date to be no later than July 1<sup>st</sup>, 2016. Equipment not delivered by the end of the delivery period will be assessed a late penalty of \$150.00 per day, for the truck.

Idaho motor vehicle dealer's license number: 08440

Bidders state of domicile: Idaho





City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205-4169  
www.pocatello.us/wpc

Water Pollution Control Department  
Office: (208) 234-6254  
Fax: (208) 237-3927

## MEMORANDUM

TO: Potential Bidders  
FROM: Jon Herrick, WPC Superintendent  
DATE: March 8, 2016  
SUBJECT: Addendum to Sanitary Sewer Jet Truck Bid for the Water Pollution Control Department

The following addendums are to be made a part of the original bid package containing the minimum bid specifications for the Water Pollution Control equipment.

**SPEC #      CHANGE:**

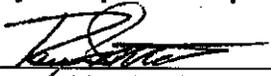
2.06      Original Specification Language:  
(2) 12-volt maintenance free Optima batteries, 2,000 cold cranking amps combined.

Approved Exception:  
External battery compartment with (2) PACCAR Group 31 batteries w/2000 cold cranking amps combined.

17.14      Original Specification Language:  
An extreme cold weather water recirculation system, rated at a minimum of 25 GPM at chassis engine idle speed, shall utilize the transmission PTO and single-piston rodder pump, to recirculate water through the system while stationary or driving.

Approved Exception:  
An extreme cold weather water recirculation system, rated at a minimum of 12 GPM at chassis engine idle speed, shall utilize the transmission PTO and single-piston rodder pump, to recirculate water through the system while stationary or driving.

**Any exceptions requested which are not listed herein have not been approved.**

I,   
\_\_\_\_\_  
Vendor Representative

Date 3-9-2016

Acknowledge receipt of the amendments and understand that they are to be made a part of the bid document.

**PLEASE SIGN, DATE AND INCLUDE A COPY WITH THE BID PROPOSAL IF YOU INTEND TO RETURN SAME TO THE CITY.**

**FAILURE TO SIGN AND ATTACH THIS ADDENDUM TO THE PROPOSAL WILL RESULT IN A NON-RESPONSIVE BID.**

**AGENDA**

**ITEM**

**NO. 17**

SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, DECLARING APPROVAL OF THE CONVEYANCE OF APPROXIMATELY NINETY-FOUR ONE HUNDREDTHS (0.94) ACRES OF REAL PROPERTY OWNED BY THE CITY OF POCA TELLO TO THE ADJACENT PROPERTY OWNER, BARRY W. LEWIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A Parcel of land 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, Being a portion of the parcel of land described in Quit Claim Deed Instrument No. 21213421. Adjoining the Meridional Centerline of said Section 7, and the westerly Right of Way Line of a slope easement adjoining the westerly Right of Way of Kirkham Road per Idaho Transportation Department Project No. DHP-1564(001), more particularly described as follows:

Commencing at the Northeast corner of Section 7, Township 7 South, Range 35 East, Boise Meridian; Thence along the North line of said Section 7, South 89°51'41" West (Basis of Bearing per the Central Meridian of the East Zone of the Idaho State Plane Coordinate System), a distance of 1321.98 feet to the East 1/16 corner on the north line of Section 7; Thence continuing along said North line South 89°52'29" West, a distance of 1323.90 feet to the North 1/4 corner of Section 7; Thence South 00°11'30" West, along the Meridional Centerline of Section 7, a distance of 1307.90 feet more or less to the North 1/16 corner on the Meridional Centerline of Section 7; Thence continuing along the Meridional Centerline South 00°11'03" West, a distance of 192.73 feet; to **THE TRUE POINT OF BEGINNING**; Thence continuing along the Meridional South 00°11'03" West, a distance of 572.02 feet; Thence North 39°03'16" East, a distance of 184.10 feet; Thence North 10°49'03" East a distance of 121.83 feet to a point of non-tangency with a 315.00 foot radius curve to the left the radius point bears South 74°39'54" West; Thence along said curve to the left, through a central angle of 19°32'39" a distance of 107.45 feet to a point of tangency, (the chord bears North 25°06'25" West an distance of 106.93 feet); Thence North 34°52'45" West a distance of 45.15 feet; Thence North 55°07'15" East a distance of 10.00 feet; Thence North 34°52'45" West a distance of 70.31 feet; Thence South 55°07'15" West a distance of 41.77 to the **POINT OF BEGINNING**. Containing 0.94 acres more or less.

PROVIDED THAT THE FOLLWING CONDITIONS ARE MET AS FOLLOWS:

1. Barry W. Lewis and the City of Pocatello agree to complete the sale of 1.357 acres of land owned by Barry W. Lewis to the City of Pocatello, required for the South Valley Connector/Cheyenne Overpass Project, for the appraised value of \$12,000, the possession of said property was granted to the City of Pocatello by Barry W. Lewis per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, that 1.357 acres of land described as follows:

Part of the Southeast 1/4 Northwest 1/4 of Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as:

Commencing at the Northwest corner of Section 7; thence North 89°52'01" East a distance of 1257.95 feet to the Northwest corner of the Northeast 1/4 Northwest 1/4; thence North 89°56'11" East a distance of 1317.82 feet to the North 1/4 corner of Section 7; thence South 00°11'30" West a distance of 1307.94 feet to the Northeast corner of the Southeast 1/4 Northwest 1/4; thence North 89°41'36" West a distance of 292.52 feet along the North line of said Southeast 1/4 Northwest 1/4 to the **POINT OF BEGINNING**. Said Point of Beginning being 95.00 feet Right of Centerline Station 35+85.11 of Idaho Transportation Department Project No. DHP-1564(001). Said Point of Beginning being on a curve whose center bears South 34°28'09" East a distance of 885.00 feet; thence Southwesterly a distance of 78.54 feet along a curve to the Left through a central angle of 05°05'05" and a chord that bears South 52°59'19" West a distance of 78.51 feet; thence South 50°26'46" West a distance of 83.14 feet; thence South 34°15'25" West a distance of 64.56 feet; thence South 42°55'20" West a distance of 53.46 feet; thence South 50°26'46" West a distance of 91.80 feet to a point on the Northeasterly Right of Way line of 2<sup>nd</sup> Avenue; thence North 44°07'43" West a distance of 105.13 feet to the P.C. of a curve on said Northeasterly Right of Way line; thence Northwesterly a distance of 124.50 feet along a curve to the Right through a central angle of 07°40'02" and a radius of 930.40 feet with a chord that bears North 40°17'42" West a distance of 124.41 feet; thence North 36°27'41" West a distance of 11.62 feet continuing along said Right of Way line; thence North 55°00'39" East a distance of 110.52 feet; thence North 64°34'24" East a distance of 22.86 feet to a point on the North line of the Southeast 1/4 Northwest 1/4; thence South 89°41'36" East a distance of 319.70 feet along said North line to the **POINT OF BEGINNING**.

ALSO:

SUMMARY ORDINANCE

**BEGINNING** AT THE Northeast corner of the Southeast 1/4 Northwest 1/4 as above described; said Northeast corner being 222.72 feet Right of Centerline Station 39+01.52 of said Project No. DHP-1564(001); thence South 00°11'03" West a distance of 93.91 feet along the East line of the Southeast 1/4 Northwest 1/4; thence North 34°52'45" West a distance of 114.90 feet to a point on the North line of said Southeast 1/4 Northwest 1/4; thence South 89°41'36" East a distance of 66.01 feet along said North line to the **POINT OF BEGINNING**.

Parcel contains 1.357 acres more or less.

2. Barry W. Lewis and the City of Pocatello agree to complete the sale of 0.136 acres of land owned by Barry W. Lewis to the City of Pocatello, not required for the South Valley Connector/Cheyenne Overpass Project and determined to be an uneconomical remainder, for the appraised value of \$1,500. Per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, the City of Pocatello deposited the appraised value of the land, \$1,500, with Pioneer Title Co. pending completion of further negotiations, that 0.136 acres of land described as follows:

Part of the Southeast 1/4 Northwest 1/4 Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:

Commencing at the Northwest corner of Section 7; Thence North 89°52'01" East a distance of 1257.95 feet to the Northwest corner of the Northeast 1/4 Northwest 1/4; Thence North 89°56'11" East, a distance of 1317.82 feet to the North 1/4 corner of Section 7; Thence South 00°11'30" West 1307.94 feet to the Northeast corner of the Southeast 1/4 Northwest 1/4; Thence North 89°41'36" West, a distance of 292.52 feet along the North line of said Southeast 1/4 Northwest 1/4, to a point being 95.00 feet Right of Centerline Station 35+85.11 of Idaho Transportation Department Project No. DHP-1564(001); Thence North 89°41'36" West, continuing along said North line of the Southeast 1/4 of the Northwest 1/4, a distance 319.70 feet to a point on the north right of way line of said Project No. DHP-1564(001), said point being 106.42 feet left of Centerline Station 33+31.17 **THE TRUE POINT OF BEGINNING**; Thence South 64°34'24" West along said right of way line, a distance 22.86 feet to a point being 112.00 feet left of Centerline Station 33+09; Thence South 55°00'39" West continuing along said right of way line a distance of 110.52 feet to a point which is 120.80 feet left of Centerline Station 31+98.83, said point also being on the

Northeasterly right of way line of South 2<sup>nd</sup> Avenue; Thence North 36°27'41" West along said right of way a distance of 92.11 feet to a point on the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 7; Thence South 89°41'36" East along said North line a distance of 165.93 feet to THE TRUE POINT OF BEGINNING.

**COMPRISING 0.136 ACRES MORE OR LESS**

PROVIDING THAT ALL STATUTORY REQUIREMENTS FOR SUCH EXCHANGE HAVE BEEN MET; PROVIDING THAT THIS ORDINANCE SHALL 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 17<sup>th</sup> 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. \_\_\_\_\_ 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. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, DECLARING APPROVAL OF THE CONVEYANCE OF APPROXIMATELY NINETY-FOUR ONE HUNDREDTHS (0.94) ACRES OF REAL PROPERTY OWNED BY THE CITY OF POCA TELLO TO THE ADJACENT PROPERTY OWNER, BARRY W. LEWIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A Parcel of land 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, Being a portion of the parcel of land described in Quit Claim Deed Instrument No. 21213421. Adjoining the Meridional Centerline of said Section 7, and the westerly Right of Way Line of a slope easement adjoining the westerly Right of Way of Kirkham Road per Idaho Transportation Department Project No. DHP-1564(001), more particularly described as follows:

Commencing at the Northeast corner of Section 7, Township 7 South, Range 35 East, Boise Meridian; Thence along the North line of said Section 7, South 89°51'41" West (Basis of Bearing per the Central Meridian of the East Zone of the Idaho State Plane Coordinate System), a distance of 1321.98 feet to the East 1/16 corner on the north line of Section 7; Thence continuing along said North line South 89°52'29" West, a distance of 1323.90 feet to the North 1/4 corner of Section 7; Thence South 00°11'30" West, along the Meridional Centerline of Section 7, a distance of 1307.90 feet more or less to the North 1/16 corner on the Meridional Centerline of Section 7; Thence continuing along the Meridional Centerline South 00°11'03" West, a distance of 192.73 feet; to **THE TRUE POINT OF BEGINNING**; Thence continuing along the Meridional South 00°11'03" West, a distance of 572.02 feet; Thence North 39°03'16" East, a distance of 184.10 feet; Thence North 10°49'03" East a distance of 121.83 feet to a point of non-tangency with a 315.00 foot radius curve to the left the radius point bears South 74°39'54" West; Thence along said curve to the left, through a central angle of 19°32'39" a distance of 107.45 feet to a point of tangency, (the chord bears North 25°06'25" West an distance of 106.93 feet); Thence North 34°52'45" West a distance of 45.15 feet; Thence North 55°07'15" East a distance of 10.00 feet; Thence North 34°52'45" West a distance of 70.31 feet; Thence South 55°07'15" West a distance of 41.77 to the **POINT OF BEGINNING**. Containing 0.94 acres more or less.

PROVIDED THAT THE FOLLWING CONDITIONS ARE MET AS FOLLOWS:

1. Barry W. Lewis and the City of Pocatello agree to complete the sale of 1.357 acres of land owned by Barry W. Lewis to the City of Pocatello, required for the South Valley Connector/Cheyenne Overpass Project, for the appraised value of \$12,000, the possession of

said property was granted to the City of Pocatello by Barry W. Lewis per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, that 1.357 acres of land described as follows:

Part of the Southeast 1/4 Northwest 1/4 of Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as:

Commencing at the Northwest corner of Section 7; thence North 89°52'01" East a distance of 1257.95 feet to the Northwest corner of the Northeast 1/4 Northwest 1/4; thence North 89°56'11" East a distance of 1317.82 feet to the North 1/4 corner of Section 7; thence South 00°11'30" West a distance of 1307.94 feet to the Northeast corner of the Southeast 1/4 Northwest 1/4; thence North 89°41'36" West a distance of 292.52 feet along the North line of said Southeast 1/4 Northwest 1/4 to the **POINT OF BEGINNING**. Said Point of Beginning being 95.00 feet Right of Centerline Station 35+85.11 of Idaho Transportation Department Project No. DHP-1564(001). Said Point of Beginning being on a curve whose center bears South 34°28'09" East a distance of 885.00 feet; thence Southwesterly a distance of 78.54 feet along a curve to the Left through a central angle of 05°05'05" and a chord that bears South 52°59'19" West a distance of 78.51 feet; thence South 50°26'46" West a distance of 83.14 feet; thence South 34°15'25" West a distance of 64.56 feet; thence South 42°55'20" West a distance of 53.46 feet; thence South 50°26'46" West a distance of 91.80 feet to a point on the Northeasterly Right of Way line of 2<sup>nd</sup> Avenue; thence North 44°07'43" West a distance of 105.13 feet to the P.C. of a curve on said Northeasterly Right of Way line; thence Northwesterly a distance of 124.50 feet along a curve to the Right through a central angle of 07°40'02" and a radius of 930.40 feet with a chord that bears North 40°17'42" West a distance of 124.41 feet; thence North 36°27'41" West a distance of 11.62 feet continuing along said Right of Way line; thence North 55°00'39" East a distance of 110.52 feet; thence North 64°34'24" East a distance of 22.86 feet to a point on the North line of the Southeast 1/4 Northwest 1/4; thence South 89°41'36" East a distance of 319.70 feet along said North line to the **POINT OF BEGINNING**.

ALSO:

**BEGINNING** AT THE Northeast corner of the Southeast 1/4 Northwest 1/4 as above described; said Northeast corner being 222.72 feet Right of Centerline Station 39+01.52 of said Project No. DHP-1564(001); thence South 00°11'03" West a distance of 93.91 feet along the East line of the Southeast 1/4 Northwest 1/4; thence North 34°52'45" West a distance of 114.90 feet to a point on the North line of said Southeast 1/4 Northwest 1/4; thence South 89°41'36" East a distance of 66.01 feet along said North line to the **POINT OF BEGINNING**.

Parcel contains 1.357 acres more or less.

- Barry W. Lewis and the City of Pocatello agree to complete the sale of 0.136 acres of land owned by Barry W. Lewis to the City of Pocatello, not required for the South Valley Connector/Cheyenne Overpass Project and determined to be an uneconomical remainder, for the appraised value of \$1,500. Per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, the City of Pocatello deposited the appraised value of the land, \$1,500, with Pioneer Title Co. pending completion of further negotiations, that 0.136 acres of land described as follows:

Part of the Southeast 1/4 Northwest 1/4 Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:

Commencing at the Northwest corner of Section 7; Thence North 89°52'01" East a distance of 1257.95 feet to the Northwest corner of the Northeast 1/4 Northwest 1/4; Thence North 89°56'11" East, a distance of 1317.82 feet to the North 1/4 corner of Section 7; Thence South 00°11'30" West 1307.94 feet to the Northeast corner of the Southeast 1/4 Northwest 1/4; Thence North 89°41'36" West, a distance of 292.52 feet along the North line of said Southeast 1/4 Northwest 1/4, to a point being 95.00 feet Right of Centerline Station 35+85.11 of Idaho Transportation Department Project No. DHP-1564(001); Thence North 89°41'36" West, continuing along said North line of the Southeast 1/4 of the Northwest 1/4, a distance 319.70 feet to a point on the north right of way line of said Project No. DHP-1564(001), said point being 106.42 feet left of Centerline Station 33+31.17 **THE TRUE POINT OF BEGINNING**; Thence South 64°34'24" West along said right of way line, a distance 22.86 feet to a point being 112.00 feet left of Centerline Station 33+09; Thence South 55°00'39" West continuing along said right of way line a distance of 110.52 feet to a point which is 120.80 feet left of Centerline Station 31+98.83, said point also being on the Northeasterly right of way line of South 2<sup>nd</sup> Avenue; Thence North 36°27'41" West along said right of way a distance of 92.11 feet to a point on the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 7; Thence South 89°41'36" East along said North line a distance of 165.93 feet to **THE TRUE POINT OF BEGINNING**.

**COMPRISING 0.136 ACRES MORE OR LESS**

PROVIDING THAT ALL STATUTORY REQUIREMENTS FOR SUCH EXCHANGE HAVE BEEN MET; PROVIDING THAT THIS ORDINANCE SHALL 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, the City of Pocatello recently completed construction of a highway project designated as the South Valley Connector/Cheyenne Overpass Project DHP-1564(001), which project crosses certain property belonging to Barry W. Lewis; and

WHEREAS, Barry W. Lewis granted the City of Pocatello possession of the required 1.357 acre property on February 14, 2012 (Agreement for Possession, Instrument No. 21206136, recorded 4/16/2012) prior to the actual determination of its value; and

WHEREAS, Barry W. Lewis and the City of Pocatello have continued negotiations throughout construction of the Project; and

WHEREAS, Barry W. Lewis has expressed his interest in obtaining ownership of an adjacent 0.94 acre parcel of land owned by the City of Pocatello; and

WHEREAS, Barry W. Lewis does not wish to retain ownership of the 0.136 acres of land determined to be an uneconomical remainder from the Project; and

WHEREAS, the City of Pocatello is not currently using nor intends to use the 0.94 acre parcel of land for public use; and

WHEREAS, the City Council determined at a regularly scheduled meeting held on February 4, 2016, that it would be in the best interest for the City of Pocatello to convey 0.94 acres of underutilized land owned by the City of Pocatello located to the west of Kirkham Road, to the adjacent property owner, Barry W. Lewis; and

WHEREAS, Idaho Code Sections 50-1401 through 1405 allow for the exchange or conveyance any real property owned by the City subject to certain conditions; and

WHEREAS, after a Public Hearing on the matter at a regularly scheduled meeting of the City Council on March 3, 2016, the City Council declared that the consideration for the land

conveyance is adequate, and the conditions required under Idaho Code Sections 50-1401 through 1405 have been fulfilled;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That the City of Pocatello hereby approves the transfer of title to Barry W. Lewis of the following parcel of real property owned by the City of Pocatello, consisting of ninety-four one-hundredths (0.94) acres, and described as follows:

A Parcel of land 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, Being a portion of the parcel of land described in Quit Claim Deed Instrument No. 21213421. Adjoining the Meridional Centerline of said Section 7, and the westerly Right of Way Line of a slope easement adjoining the westerly Right of Way of Kirkham Road per Idaho Transportation Department Project No. DHP-1564(001), more particularly described as follows:

Commencing at the Northeast corner of Section 7, Township 7 South, Range 35 East, Boise Meridian; Thence along the North line of said Section 7, South 89°51'41" West (Basis of Bearing per the Central Meridian of the East Zone of the Idaho State Plane Coordinate System), a distance of 1321.98 feet to the East 1/16 corner on the north line of Section 7; Thence continuing along said North line South 89°52'29" West, a distance of 1323.90 feet to the North 1/4 corner of Section 7; Thence South 00°11'30" West, along the Meridional Centerline of Section 7, a distance of 1307.90 feet more or less to the North 1/16 corner on the Meridional Centerline of Section 7; Thence continuing along the Meridional Centerline South 00°11'03" West, a distance of 192.73 feet; to **THE TRUE POINT OF BEGINNING**; Thence continuing along the Meridional South 00°11'03" West, a distance of 572.02 feet; Thence North 39°03'16" East, a distance of 184.10 feet; Thence North 10°49'03" East a distance of 121.83 feet to a point of non-tangency with a 315.00 foot radius curve to the left the radius point bears South 74°39'54" West; Thence along said curve to the left, through a central angle of 19°32'39" a distance of 107.45 feet to a point of tangency, (the chord bears North 25°06'25" West an distance of 106.93 feet); Thence North 34°52'45" West a distance of 45.15 feet; Thence North 55°07'15" East a distance of 10.00 feet; Thence North 34°52'45" West a distance of 70.31 feet; Thence South 55°07'15" West a distance of 41.77 to the **POINT OF BEGINNING**. Containing 0.94 acres more or less.

Section 2: That this transfer is contingent upon the following conditions:

1. Barry W. Lewis and the City of Pocatello agree to complete the sale of 1.357 acres of land owned by Barry W. Lewis to the City of Pocatello, required for the South Valley Connector/Cheyenne Overpass Project, for the appraised value of \$12,000, the possession of said property was granted to the City of Pocatello by Barry W. Lewis per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, that 1.357 acres of land described as follows:

Part of the Southeast 1/4 Northwest 1/4 of Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as:

Commencing at the Northwest corner of Section 7; thence North 89°52'01" East a distance of 1257.95 feet to the Northwest corner of the Northeast 1/4 Northwest 1/4; thence North 89°56'11" East a distance of 1317.82 feet to the North 1/4 corner of Section 7; thence South 00°11'30" West a distance of 1307.94 feet to the Northeast corner of the Southeast 1/4 Northwest 1/4; thence North 89°41'36" West a distance of 292.52 feet along the North line of said Southeast 1/4 Northwest 1/4 to the **POINT OF BEGINNING**. Said Point of Beginning being 95.00 feet Right of Centerline Station 35+85.11 of Idaho Transportation Department Project No. DHP-1564(001). Said Point of Beginning being on a curve whose center bears South 34°28'09" East a distance of 885.00 feet; thence Southwesterly a distance of 78.54 feet along a curve to the Left through a central angle of 05°05'05" and a chord that bears South 52°59'19" West a distance of 78.51 feet; thence South 50°26'46" West a distance of 83.14 feet; thence South 34°15'25" West a distance of 64.56 feet; thence South 42°55'20" West a distance of 53.46 feet; thence South 50°26'46" West a distance of 91.80 feet to a point on the Northeasterly Right of Way line of 2<sup>nd</sup> Avenue; thence North 44°07'43" West a distance of 105.13 feet to the P.C. of a curve on said Northeasterly Right of Way line; thence Northwesterly a distance of 124.50 feet along a curve to the Right through a central angle of 07°40'02" and a radius of 930.40 feet with a chord that bears North 40°17'42" West a distance of 124.41 feet; thence North 36°27'41" West a distance of 11.62 feet continuing along said Right of Way line; thence North 55°00'39" East a distance of 110.52 feet; thence North 64°34'24" East a distance of 22.86 feet to a point on the North line of the Southeast 1/4 Northwest 1/4; thence South 89°41'36" East a distance of 319.70 feet along said North line to the **POINT OF BEGINNING**.

ALSO:

**BEGINNING** AT THE Northeast corner of the Southeast 1/4 Northwest 1/4 as above described; said Northeast corner being 222.72 feet Right of Centerline Station 39+01.52 of said Project No. DHP-1564(001); thence South 00°11'03" West a distance of 93.91 feet along the East line of the

Southeast 1/4 Northwest 1/4; thence North 34°52'45" West a distance of 114.90 feet to a point on the North line of said Southeast 1/4 Northwest 1/4; thence South 89°41'36" East a distance of 66.01 feet along said North line to the **POINT OF BEGINNING**.

Parcel contains 1.357 acres more or less.

2. Barry W. Lewis and the City of Pocatello agree to complete the sale of 0.136 acres of land owned by Barry W. Lewis to the City of Pocatello, not required for the South Valley Connector/Cheyenne Overpass Project and determined to be an uneconomical remainder, for the appraised value of \$1,500. Per the Agreement of Possession, Instrument No. 21206136, and recorded on 4/16/2012, the City of Pocatello deposited the appraised value of the land, \$1,500, with Pioneer Title Co. pending completion of further negotiations, that 0.136 acres of land described as follows:

Part of the Southeast 1/4 Northwest 1/4 Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:

Commencing at the Northwest corner of Section 7; Thence North 89°52'01" East a distance of 1257.95 feet to the Northwest corner of the Northeast 1/4 Northwest 1/4; Thence North 89°56'11" East, a distance of 1317.82 feet to the North 1/4 corner of Section 7; Thence South 00°11'30" West 1307.94 feet to the Northeast corner of the Southeast 1/4 Northwest 1/4; Thence North 89°41'36" West, a distance of 292.52 feet along the North line of said Southeast 1/4 Northwest 1/4, to a point being 95.00 feet Right of Centerline Station 35+85.11 of Idaho Transportation Department Project No. DHP-1564(001); Thence North 89°41'36" West, continuing along said North line of the Southeast 1/4 of the Northwest 1/4, a distance 319.70 feet to a point on the north right of way line of said Project No. DHP-1564(001), said point being 106.42 feet left of Centerline Station 33+31.17 **THE TRUE POINT OF BEGINNING**; Thence South 64°34'24" West along said right of way line, a distance 22.86 feet to a point being 112.00 feet left of Centerline Station 33+09; Thence South 55°00'39" West continuing along said right of way line a distance of 110.52 feet to a point which is 120.80 feet left of Centerline Station 31+98.83, said point also being on the Northeasterly right of way line of South 2<sup>nd</sup> Avenue; Thence North 36°27'41" West along said right of way a distance of 92.11 feet to a point on the North line of the Southeast 1/4 of the Northwest 1/4 of said Section 7; Thence South 89°41'36" East along said North line a distance of 165.93 feet to **THE TRUE POINT OF BEGINNING**.

**COMPRISING 0.136 ACRES MORE OR LESS**

Section 3: That the Mayor of the City of Pocatello is hereby authorized to effect said transfer by executing a quitclaim deed to Barry W. Lewis for that property herein described and owned by the City of Pocatello upon receipt of a deed from Barry W. Lewis conveying the real property owned by him and described herein to the City of Pocatello.

Section 4: That this Ordinance shall 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.

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2016.

CITY OF POCA TELLO, a  
municipal corporation of Idaho

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

ATTEST:

\_\_\_\_\_  
RUTH E. WHITWORTH, City Clerk

17(b)

SUMMARY OF  
ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, DECLARING APPROVAL OF THE CONVEYANCE OF APPROXIMATELY TWENTY-SEVEN ONE HUNDREDTHS (0.27) ACRES OF REAL PROPERTY OWNED BY THE CITY OF POCATELLO TO THE ADJACENT PROPERTY OWNERS, JAMES AND JESSICA HIGGINS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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, described as:

Commencing at the Northwest corner of Section 7; thence South 00°11'37" West along the West line of said section, a distance of 2578.32 feet to the West 1/4 corner of Section 7; thence South 89°15'26" East a distance of 1025.61 feet along the North line of Government Lot 3; thence South 00°29'58" West a distance of 58.11 feet to a point on the Easterly line of Lot 18 of Cedarvale Tracts Subdivision and the **POINT OF BEGINNING**. Thence South 00°29'58" West a distance of 267.45 feet to the Southeast corner of said Lot 18; thence North 89°25'12" West a distance of 84.82 feet along the South line of Lots 18 and 20; thence North 16°07'48" East a distance of 86.85 feet; thence North 18°59'12" East a distance of 193.69 feet to the **POINT OF BEGINNING**; Parcel contains 0.270 acres, more or less.

Reserving an Ingress-Egress Easement for public use across said parcel of land described above, as follows:

A 21-foot wide Ingress-Egress Easement across portions 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, described as:

Commencing at the Northwest corner of Section 7; thence South 00°11'37" West a distance of 2578.32 feet along the Section Line to the West 1/4 corner of Section 7; thence South 89°15'26" East a distance of 942.18 feet along the North line of Government Lot 3; thence South 00°44'34" West a distance of 325.80 feet to a point on the South line of Lot 20 of Cedarvale Tracts Subdivision and the **POINT OF BEGINNING**. Said Point of Beginning being 100.33 feet Right of centerline station 13+57.38 of Idaho Transportation Department Project No. DHP-1564(001); thence North 16°07'48" East

a distance of 21.80 feet along the easterly right of way line of said project; thence leaving said right of way line South 89°25'12" East a distance of 78.95 feet to a point on the East line of Lot 18 of Cedarvale Tracts; thence South 00°29'58" West a distance of 21.00 feet to the southeast corner of said Lot 18; thence North 89°25'12" West a distance of 84.82 feet along the south line of said Lots 18 and 20 to the **POINT OF BEGINNING**; Easement contains 0.045 acres, more or less.

PROVIDED THAT THE FOLLWING CONDITIONS ARE MET AS FOLLOWS:

1. The City of Pocatello shall retain right of ownership to half of the trees located on the above-described 0.27 acre parcel until December 31, 2017 at which time the City's right of ownership of said trees shall expire; and
2. James and Jessica Higgins shall continue to water said trees at their own expense until such time as the City has relocated said trees or until December 31, 2017, whichever occurs first; and
3. James and Jessica Higgins and the City of Pocatello agree to complete the sale of 0.004 acres of land owned by James and Jessica Higgins to the City of Pocatello, 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 of Pocatello by James Higgins per the Agreement of Possession, Instrument No. 21206661, and recorded on 4/24/2012, that 0.004 acres of land described as follows:

Part of Lot 16 of Cedarvale Tracts located in Government Lot 3, Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as:

Commencing at the Northwest corner of Section 7; thence South 00°11'37" West a distance of 2578.32 feet along the Section line to the West 1/4 corner of Section 7; thence South 89°15'26" East a distance of 1045.01 feet along the North line of Government Lot 3; thence South 18°59'12" West a distance of 26.32 feet to a point on the North line of Lot 16 of Cedarvale Tracts, said point being the **POINT OF BEGINNING**. Said Point of Beginning being 96.00 feet Right of Centerline Station 16+72.67 of Idaho Transportation Department Project No. DHP-1564(001); thence South 18°59'12" West a distance of 34.86 feet to a point on the West line of said Lot 16; thence North 00°29'52" East a distance of 33.11 feet to the Northwest corner of said Lot 16; thence South 89°15'26" East a distance of 11.06 feet along the North line of said Lot 16 to the **POINT OF BEGINNING**; Parcel contains 0.004 acres or 183 square feet, more or less.

PROVIDING THAT ALL STATUTORY REQUIREMENTS FOR SUCH EXCHANGE HAVE BEEN MET; PROVIDING THAT THIS ORDINANCE SHALL 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.

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THE FOREGOING SUMMARY IS APPROVED for publication this 17<sup>th</sup> 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. \_\_\_\_\_ 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. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF POCA TELLO, A MUNICIPAL CORPORATION OF IDAHO, DECLARING APPROVAL OF THE CONVEYANCE OF APPROXIMATELY TWENTY-SEVEN ONE HUNDREDTHS (0.27) ACRES OF REAL PROPERTY OWNED BY THE CITY OF POCA TELLO TO THE ADJACENT PROPERTY OWNERS, JAMES AND JESSICA HIGGINS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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North 89°25'12" West a distance of 84.82 feet along the south line of said Lots 18 and 20 to the **POINT OF BEGINNING**; Easement contains 0.045 acres, more or less.

PROVIDED THAT THE FOLLWING CONDITIONS ARE MET AS FOLLOWS:

1. The City of Pocatello shall retain right of ownership to half of the trees located on the above-described 0.27 acre parcel until December 31, 2017 at which time the City's right of ownership of said trees shall expire; and
2. James and Jessica Higgins shall continue to water said trees at their own expense until such time as the City has relocated said trees or until December 31, 2017, whichever occurs first; and
3. James and Jessica Higgins and the City of Pocatello agree to complete the sale of 0.004 acres of land owned by James and Jessica Higgins to the City of Pocatello, 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 of Pocatello by James Higgins per the Agreement of Possession, Instrument No. 21206661, and recorded on 4/24/2012, that 0.004 acres of land described as follows:

Part of Lot 16 of Cedarvale Tracts located in Government Lot 3, Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as:

Commencing at the Northwest corner of Section 7; thence South 00°11'37" West a distance of 2578.32 feet along the Section line to the West 1/4 corner of Section 7; thence South 89°15'26" East a distance of 1045.01 feet along the North line of Government Lot 3; thence South 18°59'12" West a distance of 26.32 feet to a point on the North line of Lot 16 of Cedarvale Tracts, said point being the **POINT OF BEGINNING**. Said Point of Beginning being 96.00 feet Right of Centerline Station 16+72.67 of Idaho Transportation Department Project No. DHP-1564(001); thence South 18°59'12" West a distance of 34.86 feet to a point on the West line of said Lot 16; thence North 00°29'52" East a distance of 33.11 feet to the Northwest corner of said Lot 16; thence South 89°15'26" East a distance of 11.06 feet along the North line of said Lot 16 to the **POINT OF BEGINNING**; Parcel contains 0.004 acres or 183 square feet, more or less.

PROVIDING THAT ALL STATUTORY REQUIREMENTS FOR SUCH EXCHANGE HAVE BEEN MET; PROVIDING THAT THIS ORDINANCE SHALL 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, the City of Pocatello recently completed construction of a highway project designated as the South Valley Connector/Cheyenne Overpass Project DHP-1564(001), which project crosses certain property belonging to James and Jessica Higgins; and

WHEREAS, James Higgins granted the City of Pocatello possession of the required 0.004 acre property on March 22, 2012 (Agreement for Possession, Instrument No. 21206661, recorded 4/24/2012) prior to the actual determination of its value; and

WHEREAS, James and Jessica Higgins and the City of Pocatello have continued negotiations throughout construction of the Project; and

WHEREAS, James and Jessica Higgins have expressed their interest in obtaining ownership of an adjacent 0.27 acre parcel of land owned by the City of Pocatello; and

WHEREAS, the City of Pocatello is not currently using nor intends to use the 0.27 acre parcel of land for public use; and

WHEREAS, the City Council determined at a regularly scheduled meeting held on February 4, 2016, that it would be in the best interest for the City of Pocatello to convey 0.27 acres of underutilized land owned by the City of Pocatello located to the east of South Valley Road at Lester (Leo) Lane, to the adjacent property owners, James and Jessica Higgins; and

WHEREAS, Idaho Code Sections 50-1401 through 1405 allow for the exchange or conveyance any real property owned by the City subject to certain conditions; and

WHEREAS, after a Public Hearing on the matter at a regularly scheduled meeting of the City Council on March 3, 2016, the City Council declared that the consideration for the land

conveyance is adequate, and the conditions required under Idaho Code Sections 50-1401 through 1405 have been fulfilled;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCA TELLO AS FOLLOWS:

Section 1: That the City of Pocatello hereby approves the transfer of title to James and Jessica Higgins of the following parcel of real property owned by the City of Pocatello, consisting of twenty-seven one-hundredths (0.27) acres, and described as follows:

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, described as:

Commencing at the Northwest corner of Section 7; thence South 00°11'37" West along the West line of said section, a distance of 2578.32 feet to the West 1/4 corner of Section 7; thence South 89°15'26" East a distance of 1025.61 feet along the North line of Government Lot 3; thence South 00°29'58" West a distance of 58.11 feet to a point on the Easterly line of Lot 18 of Cedarvale Tracts Subdivision and the **POINT OF BEGINNING**. Thence South 00°29'58" West a distance of 267.45 feet to the Southeast corner of said Lot 18; thence North 89°25'12" West a distance of 84.82 feet along the South line of Lots 18 and 20; thence North 16°07'48" East a distance of 86.85 feet; thence North 18°59'12" East a distance of 193.69 feet to the **POINT OF BEGINNING**; Parcel contains 0.270 acres, more or less.

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Department Project No. DHP-1564(001); thence North 16°07'48" East a distance of 21.80 feet along the easterly right of way line of said project; thence leaving said right of way line South 89°25'12" East a distance of 78.95 feet to a point on the East line of Lot 18 of Cedarvale Tracts; thence South 00°29'58" West a distance of 21.00 feet to the southeast corner of said Lot 18; thence North 89°25'12" West a distance of 84.82 feet along the south line of said Lots 18 and 20 to the **POINT OF BEGINNING**; Easement contains 0.045 acres, more or less.

Section 2: That this transfer is contingent upon the following conditions:

1. The City of Pocatello shall retain right of ownership to half of the trees located on the above-described 0.27 acre parcel until December 31, 2017 at which time the City's right of ownership of said trees shall expire; and
2. James and Jessica Higgins shall continue to water said trees at their own expense until such time as the City has relocated said trees or until December 31, 2017, whichever occurs first; and
3. James and Jessica Higgins and the City of Pocatello agree to complete the sale of 0.004 acres of land owned by James and Jessica Higgins to the City of Pocatello, 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 of Pocatello by James Higgins per the Agreement of Possession, Instrument No. 21206661, and recorded on 4/24/2012, that 0.004 acres of land described as follows:

Part of Lot 16 of Cedarvale Tracts located in Government Lot 3, Section 7, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as:

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Section 3: That the Mayor of the City of Pocatello is hereby authorized to effect said transfer by executing a quitclaim deed to James and Jessica Higgins for that property herein described and owned by the City of Pocatello upon receipt of a deed from James and Jessica Higgins conveying the real property owned by them and described herein to the City of Pocatello.

Section 4: That this Ordinance shall 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.

PASSED AND APPROVED this 17<sup>th</sup> day of March, 2016.

CITY OF POCA TELLO, a  
municipal corporation of Idaho

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BRIAN C. BLAD, Mayor

ATTEST:

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RUTH E. WHITWORTH, City Clerk