

CITY OF POCATELLO
CITY COUNCIL MEETING AGENDA

October 20, 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 Mohammed Safdar, Islamic Society of Southeast Idaho President.

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 Clarification and Regular Council meetings of September 15, 2016 and October 6, 2016.

(b) TREASURER'S REPORT: Council may wish to consider the Treasurer's Report for September showing cash and investments as of September 30, 2016.

(c) GOLF ADVISORY COMMITTEE APPOINTMENTS: Council may wish to confirm the Mayor's appointments of Thomas Liddil and Billy Satterfield to serve as members of the Golf Advisory Committee, replacing Ronald Dunn and Glen Lattin whose terms expired. Both terms will begin October 21, 2016 and will expire October 21, 2019.

(d) JAPANESE SISTER CITIES SUBCOMMITTEE APPOINTMENT: Council may wish to confirm the Mayor's appointment of Dannis Adamson to serve as a member of the Japanese Sister Cities Subcommittee, filling a long-term vacancy. Mr. Adamson's term will begin October 21, 2016 and will expire October 21, 2020.

(e) RATIFICATION—AGREEMENT TO PURCHASE PROPERTY AND WATER RIGHTS: Council may wish to ratify its informal approval to enter into an Agreement to purchase a total of 106.6 acres of real property together with approximately 330 acre feet of water, subject to Legal Department review. Said purchase will be made from the Water Revenue Bond monies approved by voters on November 7, 2006.

Documents:

[AGENDA-ITEM3.PDF](#)

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

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

6. PUBLIC HEARING—URBAN SERVICE BOUNDARY EXPANSION

This time has been set aside for the Council to hear comments from the public concerning a request to expand the Urban Service Boundary (USB) north and east of Satterfield Drive and East Chubbuck Road. Staff estimates the USB will be expanded by approximately 4,220 acres beyond its current boundary. As part of the expansion, land use designations must be given on the Comprehensive Plan Map and staff's

recommendation is a designation of "Mixed Use."

At their public hearing on September 28, 2016 the Planning and Zoning Commission recommended approval of the expansion.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM6.PDF](#)

7. UTILITY CONNECTION—HARGRAVES COMMERCIAL SUBDIVISION

Council may wish to approve a request from Dan Hargraves represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201) for property outside the City limits, to be known as Hargraves Commercial Subdivision located on South 5th Avenue, to be connected to City water and sewer. Mr. Hargraves has completed the Utility Connection Annexation Covenant and if the utility connections are approved, will be required to pay outside City utility rates and associated connecting fees until the property is annexed.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM7.PDF](#)

8. SPECIAL EVENT WAIVER REQUESTS—AID FOR FRIENDS ANNUAL ENCAMPMENT

Council may wish to consider two requests from Aid For Friends. The group wishes to conduct their 10th Annual Encampment special fundraising event at Caldwell Park beginning the evening of December 2, 2016 and concluding on December 4, 2016 at 10:00 a.m. Therefore, they will need permission to have people in the park during the evenings of December 2nd and December 3rd. They are also requesting that parking on that portion of East Center Street, adjacent to the park, be limited to vehicles associated with the event from 10:00 a.m. on December 3rd to 10:00 a.m. on December 4th.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM8.PDF](#)

9. AGREEMENT WITH MERCER—HUMAN RESOURCES

Council may wish to renew the Agreement with Mercer, the City's employee benefits consultant, for Fiscal Year 2017. Mercer assists Human Resource staff with major insurance contracts and day-to-day compliance questions and issues.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM9.PDF](#)

10. AIRPORT LEASE AMENDMENT—AVCENTER, INC.

Council may wish to approve, and authorize the Mayor to sign, an amendment to the lease agreement between the City and AvCenter, Inc. dated March 3, 1994, for property at the Pocatello Regional Airport. The amendment will allow for an abatement of AvCenter's lease payments in return for AvCenter contracting and paying for concrete and asphalt repairs to the ramp approaches in front of airport hangars one (1) and three (3).

The estimated cost of repair and abatement is \$25,160.00. The amendment is subject to Legal Department review.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM10.PDF](#)

11. AGREEMENT TO PURCHASE WATER RIGHTS

Council may wish to authorize the Mayor's signature on contract documents to purchase a total of 129.5 acre feet of water, subject to Legal Department review. Said purchase shall be made from the Water Bond monies levied in 2008.

12. BID/AGREEMENT—750 GALLON SURGE TANK FOR JOHNNY CREEK BOOSTER STATION

Council may wish to consider the recommendations of staff for the following requests regarding the purchase of a 750 gallon hydropneumatic bladder-type surge tank.

(a) Accept the bid received from Pulsco, Inc. who submitted a bid in the amount of \$48,300.00, and if the bid is accepted;

(b) Authorize the execution of an agreement between the City of Pocatello and Pulsco, Inc. in the amount of \$48,300.00, subject to Legal Department review.

Funds for the purchase are available in the Water Department's Fiscal Year 2017 budget.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM12.PDF](#)

13. ADDENDUM TO STATE/LOCAL AGREEMENT (PROJECT DEVELOPMENT)—
INTERSECTION OF ALAMEDA ROAD AND JEFFERSON AVENUE

Council may wish to authorize execution of an addendum to an agreement between the State of Idaho and City of Pocatello for the Intersection of Alameda Road and Jefferson Project, subject to Legal Department review. This addendum allows for City staff to complete engineering designs of the federal aid project. Construction of safety improvements for the intersection is anticipated to begin in Fiscal Year 2017.

Previously paid cash contributions and force account engineering design will offset the local match. This addendum will not cost the City additional funds.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM13.PDF](#)

14. DISCUSSION ITEMS

This time has been set aside to hear discussion items not listed on the agenda. Items which appeared somewhere else on the agenda will not be discussed at this time. The Council is not allowed to take any official action at this meeting on matters brought forward under this agenda item. Items will either be referred to the appropriate staff or scheduled on a subsequent agenda. You must sign in at the start of the meeting in order to be recognized. (Note: Total time allotted for this item is fifteen (15) minutes, with a maximum of three (3) minutes per speaker.)

PUBLIC HEARING PROCEDURE

1. Explanation of hearing procedures by Mayor or staff.
 - Ten (10) minute time limit on applicant presentation.
 - Three (3) minute time limit on public testimony.
 - Names and addresses are required from those presenting/testifying.
 - Questions/comments should be addressed to the Mayor and Council.
 - Council members must make their decision regarding the application on facts already in the record and information presented at the public hearing. Conflicts of interest, site visits and ex-parte contacts by Council members will be acknowledged.
 - Protocol requires that Council and audience be recognized by the Mayor prior to speaking.
2. Mayor opens hearing.
3. Presentation by applicant.

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

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

READING OF AN ORDINANCE PROCEDURE

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

AGENDA

ITEM

NO. 3

Consent

Agenda

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
SEPTEMBER 15, 2016

CLARIFICATION MEETING

The City Council Agenda Clarification Meeting was called to order at 5:31 p.m. by Mayor Brian Blad. Council members present were Heidi Adamson, Roger Bray, Steve Brown, 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 6:04 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Heidi Adamson, Roger Bray, Steve Brown, 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 offered by Zach Hearn, representing INVOCATION the Baha'i Faith.

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

-MINUTES (a) Waive the oral reading of the minutes and approve the minutes from the Clarification meetings and Regular Council meetings of August 18, 2016 and September 1, 2016.

-TREASURER'S REPORT (b) Consider the Treasurer's Report for August showing cash and investments as of August 31, 2016 in the amount of \$42,026,652.41.

-ADA GRIEVANCE COMMITTEE APPOINTMENT (c) Council was asked to confirm the Mayor's appointment of Dr. Roger Boe to serve as a member of the ADA Grievance Committee, filling a long-term vacancy. Dr. Boe's term will begin September 16, 2016 and will expire September 16, 2018.

-ANIMAL SHELTER ADVISORY BOARD REAPPOINTMENT (d) Council was asked to confirm the Mayor's reappointment of Roseanne Viguera s to continue her service as a member of the Animal Shelter Advisory Board. Ms. Viguera s' term will begin September 22, 2016 and will expire September 22, 2018.

-SISTER CITIES COMMITTEE APPOINTMENT (e) Council was asked to confirm the Mayor's appointment of Craig Cooper to serve as a member of the Japanese Sister Cities Subcommittee, filling a long-term vacancy. Mr. Cooper's term will begin September 16, 2016 and will expire September 16, 2020.

- RENEWAL OF (f) Council was asked to authorize the Mayor to execute a Professional
PROFESSIONAL Services Contract with Grossman Group, LLC, from Washington,
SERVICES CONTRACT DC, to provide lobbyist services for the City of Pocatello. The basic
-GROSSMAN GROUP, LLC one-year contract will be effective October 1, 2016 and continue to
September 30, 2017, in the monthly amount of \$5,000.00.

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

- AGENDA ITEM NO. 4: Mr. Orr, on behalf of Mayor Blad, Chubbuck Mayor Kevin
COMMUNICATIONS England and Bannock County Commissioners Craig Cooper,
AND PROCLAMATIONS Steven Hadley, and Karl E. Anderson, proclaimed September 19
through September 25, 2016 to be Kind Community Week and
encouraged citizens to make the choice every day to be kind and integrate kindness into their daily lives.

Courtney Fisher, Billie Johnson and Rainbow Maldonado accepted the proclamation. Ms. Fisher thanked the Mayor and Council for recognizing the timeless and essential element of kindness and the way it generates connections between people to create a tight-knit community. She also extended an invitation to all members of the community to attend various Kindness Week events and the Kindness Kickoff to be held at Idaho State University, September 19th at 5:30 p.m.

Mr. Moore, on behalf of Mayor Blad, proclaimed September 2016 to be National Recovery Month in Pocatello and urged citizens to support this year's theme, "Join the Voices for Recovery: Our Families, Our Stories, Our Recovery."

Gwen Martinez, Recoveryfest Chair, accepted the proclamation and thanked the Mayor and Council for the recognition of the event. She encouraged citizens to attend the Recoveryfest activities on September 16th at Old Town Pocatello from 5:00 to 8:00 p.m.

- AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the October 6th Regular
CALENDAR REVIEW Council meeting at 6:00 p.m.; and the October 13th Study Session at
9:00 a.m.

Mayor Blad announced the third Annual Splash Dance for Dogs is scheduled for September 17th from 11:00 a.m. to 4:00 p.m. at the Ross Park Aquatic Complex; Coffee with the Mayor will be held at 9:30 a.m. September 20th at Portneuf Towers, 666 West Day Street; October 1st will be the 19th Annual Run with the Big Dogs Event. Contact Animal Services for more information; Entries for the City's new flag design are being accepted through December 2nd. Visit the website at flag.pocatello.us for more information; and Mayor Blad wished good luck to all the area high school football teams and the Idaho State University football team.

Mayor Blad announced "Brooklyn's Buddies Breakfast" will take place at OK Ward Park Saturday, September 17th from 8:30 a.m. to 11:00 a.m.

- AGENDA ITEM NO. 6: This time was set aside for the Council to receive comments from
PUBLIC HEARING the public regarding the comprehensive re-write of Pocatello
-WIRELESS Municipal Code Title 15.42, Wireless Telecommunications Towers
COMMUNICATION and Facilities. The re-write is in response to Federal legislation
FACILITY ORDINANCE known as the Spectrum Act. The re-write has changes pertaining to
AMENDMENT the siting and permitting of wireless communication facilities.

This public hearing was originally scheduled for August 18, 2016. However, additional information was received directly before the meeting was to begin. City staff determined the hearing should be rescheduled to allow adequate time to review the new information. Staff recommended that the City Council direct the Legal Department to prepare an ordinance for adoption.

Mayor Blad opened the public hearing.

Matthew Lewis, Planning Manager, gave an overview of the proposed changes and explained the changes were necessary to comply with federal regulations and the 2012 Spectrum Act.

Mr. Lewis announced one written comment was received and copies were given to Council members.

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

A motion was made by Mr. Bray, seconded by Mr. Brown, to approve the comprehensive re-write of Pocatello Municipal Code Title 15.42, Wireless Telecommunications Towers and Facilities and direct the Legal Department to prepare an ordinance for adoption. Upon roll call, those voting in favor were Bray, Brown, Adamson, Johnston, Moore and Orr.

AGENDA ITEM NO. 7: This time was set aside to receive public comments on proposed
PUBLIC HEARING "September" amendments to the current Fiscal Year 2016 Budget.
-FISCAL YEAR 2016
SEPTEMBER BUDGET
AMENDMENTS

Mayor Blad opened the public hearing.

Joyce Stroschein, Chief Financial Officer/Treasurer, gave an overview of the eight proposed amendments. The total amount of all amendments is \$2,898,684.00.

Mayor Blad announced no written correspondence had been received.

There being no public comments, Mayor Blad closed the public hearing and announced an ordinance adopting the proposed amendments had been prepared for Council's consideration.

AGENDA ITEM NO. 8: Bill Isley of Tuscan Hills 2, LLC (mailing address: 2231 East Center
TUSCAN VIEW Street, Pocatello, ID 83201) and Rocky Mountain Engineering and
-SHORT PLAT Surveying (mailing address: 600 East Oak Street, Pocatello, ID
83201) have submitted an application for a short plat to subdivide
Lot 12, Block 1, Tuscan Hills Subdivision 2nd Addition into two (2) residential lots. This short plat is to
be called Tuscan View.

Staff recommended approval of the request with the following conditions: 1) all conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated August 22, 2016 shall be met; 2) the "Holmes" Deed is to be re-recorded after the final short plat for the Tuscan View Subdivision is recorded at the Bannock County Courthouse in order to correct the legal description to reflect ownership of the platted lot as "Lot 2, Block 1 Tuscan View Subdivision"; 3) subdivision Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording; 4) all corrections to the plat which were noted by City Staff shall be made prior to submittal of the final plat; and 5) all other standards and conditions of Municipal

Code not herein discussed but applicable to residential development shall apply and that the short plat is to be called Tuscan View.

A motion was made by Mr. Orr, seconded by Mr. Johnston, to approve a request by Bill Isley of Tuscany Hills 2, LLC and Rocky Mountain Engineering and Surveying and approve an application for a short plat to subdivide Lot 12, Block 1, Tuscany Hills Subdivision 2nd Addition into two (2) residential lots with conditions recommended by staff and that the decision be set out in appropriate Council Decision format. Upon roll call, those voting in favor were Orr, Johnston, Adamson, Bray, Brown and Moore.

AGENDA ITEM NO. 9: Council was asked to consider a request by Burns Leavitt (mailing address: 1110 Yellowstone Avenue No. 111, Pocatello, ID 83201) for a right-of-way use license to allow a 7-foot security fence to be constructed directly behind the sidewalk at the intersection of South 5th Avenue and Jason Avenue (3934 Jason Avenue) within the City's right-of-way.

Staff evaluated the request and recommended Council deny the applicant's request based on the inability to maintain the stormwater system without encumbrances and more importantly, maintain sight distance to ensure public safety.

Mr. Johnston, Mr. Brown and Mrs. Adamson disclosed that they had each visited the proposed location.

In response to questions from Council, Merrill Quayle, Public Works Engineer, stated the applicant's request to construct a 7-foot fence would hinder the City's ability to provide maintenance to stormwater systems which must be accessible for emergencies and general service. He added that the proposed fence would also obstruct the "sight triangle" at the intersection of South 5th Avenue and Jason Avenue, causing a public safety issue for motorists. Mr. Quayle stated the stormwater manhole is checked a minimum of once a year and must be accessible during possible flood emergencies.

A motion was made by Mr. Moore, seconded by Mr. Orr, to deny the request by Burns Leavitt for a right-of-way use license for a 7-foot security fence to be constructed directly behind the sidewalk at the intersection of South 5th Avenue and Jason Avenue (3934 Jason Avenue) within the City's right-of-way. Upon roll call, those voting in favor were Moore, Orr, Adamson, Bray, Brown and Johnston.

AGENDA ITEM NO. 10: Council was asked to approve a contract with Aetna to provide AETNA MEDICAL insurance coverage for City employees for Fiscal Year 2017. INSURANCE CONTRACT -HUMAN RESOURCES

A motion was made by Mr. Moore, seconded by Mr. Bray, to approve a contract with Aetna to provide medical insurance coverage for City employees for Fiscal Year 2017. Upon roll call, those voting in favor were Moore, Bray, Adamson, Brown, Johnston and Orr.

AGENDA ITEM NO. 11: Council was asked to approve the adoption of the Fiscal Year 2016-2017 Collective Bargaining Agreement for the Portneuf Valley Fraternal Order of Police Local Lodge No. 13, subject to Legal Department review. COLLECTIVE BARGAINING AGREEMENT-FRATERNAL ORDER OF POLICE

A motion was made by Mr. Bray, seconded by Mr. Brown, to approve the adoption of the Fiscal Year 2016-2017 Collective Bargaining Agreement for the Portneuf Valley Fraternal Order of Police Local Lodge No. 13, subject to Legal Department review. Upon roll call, those voting in favor were Bray, Brown, Adamson, Johnston, Moore and Orr.

AGENDA ITEM NO. 12: Council was asked to adopt a Resolution, with an Amended Exhibit
RESOLUTION SETTING "V", setting the deposit fee for new accounts within the Utility
DEPOSIT FEE Billing Department at \$150.00. (Since this deposit fee is less than
-UTILITY BILLING the "up to \$300.00" amount previously noticed for a public hearing
under Resolution 2016-12, no additional public hearing process is
required.) The deposit fee will be effective October 1, 2016 for the 2017 Fiscal Year.

A motion was made by Mr. Brown, seconded by Mr. Orr, to adopt a Resolution (2016-14) with an Amended Exhibit "V", setting the deposit fee for new accounts within the Utility Billing Department at \$150.00 to be effective October 1, 2016 for the 2017 Fiscal Year. Upon roll call, those voting in favor were Brown, Orr, Adamson, Bray, Johnston and Moore.

AGENDA ITEM NO. 13: Council was asked to consider the following ordinances:
ORDINANCES

FISCAL YEAR 2016 a) An ordinance approving an amendment to the Fiscal Year 2016
APPROPRIATION Appropriation Ordinance.
ORDINANCE
AMENDMENT

A motion was made by Mr. Bray, seconded by Mr. Moore, that the ordinance, Agenda Item No. 13(a), be read only by title and placed on final passage for publication, and that the whole ordinance be submitted for publication. Upon roll call, those voting in favor were Bray, Moore, Adamson, Brown, Johnston and Orr.

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

Mayor Blad declared the final reading of the ordinance approving an amendment to the Fiscal Year 2016 Appropriation Ordinance. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2976 and that the whole ordinance be submitted to the Idaho State Journal for publication.

UTILITY BILLING b) An ordinance amending Pocatello Municipal Code Title 13, Chapter
SERVICES 30, "Utility Billing Services", which includes the retention of the
AMENDMENTS deposit for any new account through the account's activity; revising
the access to the premises section; and adding a new section
regarding the unauthorized material and injury to equipment, as presented to the Council at the
September 8, 2016 Study Session.

A motion was made by Mr. Orr, seconded by Mr. Brown, that the ordinance, Agenda Item No. 13(b), be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Orr, Brown, Adamson, Bray, Johnston and Moore.

A motion was made by Mrs. Adamson, seconded by Mr. Orr, to amend the ordinance to include wording previously stricken in Section 1(b) regarding credit reporting. Upon roll call, those voting in favor were Adamson, Orr, Bray, Brown, Johnston and Moore.

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

Mayor Blad declared the final reading of the ordinance amending Pocatello Municipal Code Title 13, Chapter 30, "Utility Billing Services", which includes the retention of the deposit for any new account through the account's activity, revising the access to the premises section, and adding a new section regarding the unauthorized material and injury to equipment, as amended. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Bray, Brown, Johnston, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2977 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 14: Idaho Lorax, Pocatello resident, shared his concern for local
DISCUSSION ITEMS homeless citizens and those who have special transportation needs.
He supports the distribution of information regarding health and air
quality.

Mr. Orr offered congratulations to Mike O'Donnell, Idaho State Journal staff member in the audience, on his recent retirement.

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

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

3(b)

CITY OF POCA TELLO, IDAHO
CITY COUNCIL AGENDA
CLARIFICATION MEETING AND
REGULAR CITY COUNCIL MEETING
OCTOBER 6, 2016

CLARIFICATION
MEETING

The City Council Agenda Clarification was called to order by Mayor Brian Blad at 5:32 p.m. Council members present were Heidi Adamson, Steve Brown, Gary Moore and Michael L. Orr.

Council members Roger Bray and Jim Johnston were excused. No motions, resolutions, orders, or ordinances were proposed. No vote was taken.

REGULAR CITY COUNCIL MEETING

- AGENDA ITEM NO. 1: The Regular City Council meeting was called to order at 6:01 p.m. ROLL CALL AND PLEDGE OF ALLEGIANCE by Mayor Brian Blad. Council members present were Heidi Adamson, Steve Brown, Gary Moore and Michael L. Orr. Council members Roger Bray and Jim Johnston were excused.
- AGENDA ITEM NO. 2: The invocation was offered by Tony Seikel, Portneuf INVOCATION Sangha.
- AGENDA ITEM NO. 3: Council was asked to consider the following business items: CONSENT AGENDA
 - (a) -MINUTES Waive the oral reading of the minutes and approve the minutes from the September 8, 2016 Study Session and the September 27, 2016 Executive Session.
 - (b) -PAYROLL AND MATERIAL CLAIMS Payroll and material claims for the month of September 2016 in the amount of \$7,217,446.83.
 - (c) -AIRPORT COMMISSION REAPPOINTMENT Confirm the Mayor's reappointment of Cesar Salgado to continue his service as a member of the Airport Commission. Mr. Salgado's term will begin October 9, 2016 and will expire October 9, 2018.
 - (d) -GOLF ADVISORY COMMITTEE REAPPOINTMENT Confirm the Mayor's reappointment of Roger Musser to continue his service as a member of the Golf Advisory Committee. Mr. Musser's term will begin October 20, 2016 and will expire October 20, 2019.
 - (e) -HISTORIC PRESERVATION COMMISSION APPOINTMENT Confirm the Mayor's appointment of Paul Sivitz to serve as a member of the Historic Preservation Commission, replacing Jeffrey Jimenez who resigned. Dr. Sivitz's term will begin October 7, 2016 and will expire August 22, 2017.
 - (f) -SISTER CITIES COMMITTEE REAPPOINTMENT Confirm the Mayor's reappointment of Peggy Johnson to continue her service as a member of the African Sister Cities Subcommittee. Ms. Johnson's term will begin October 21, 2016 and will expire October 21, 2020.

-RESOLUTION (g) Approve a resolution (2016-15) consolidating two resolutions into
-AMENDING one and amending the references to local high schools, list of
POCATELLO/CHUBBUCK officers, membership number and election process.
MAYORS' YOUTH
ADVISORY COUNCIL
PROVISIONS

-COUNCIL DECISION (h) Adopt the Council's decision approving the Final Short Plat
-TUSCAN VIEW for the Tuscan View Subdivision, which divides 3.09 acres into 2
SUBDIVISION residential lots, zoned Residential Estate (RE) density, subject to
conditions. The proposed subdivision is a replat of Lot 12 Block 1
of the Tuscany Hills Subdivision 2nd Addition and both lots will have frontage on and be accessed via
Siena Drive.

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

AGENDA ITEM NO. 4: Mr. Moore, on behalf of Mayor Blad, proclaimed
COMMUNICATIONS October 9 through October 15, 2016 to be Fire Prevention Week
AND PROCLAMATIONS in Pocatello and encouraged residents to understand the vital
importance of having working smoke detectors in their homes.

David Gates, Fire Chief, accepted the proclamation and thanked the Mayor and Council members for
the proclamation and recognition of Fire Prevention Week.

AGENDA ITEM NO. 5: Mayor Blad reminded the Council of the October 13th Study Session
CALENDAR REVIEW Study Session at 9:00 a.m. immediately followed by an Executive
Session and the October 20th Regular Council meeting at 6:00 p.m.

Mayor Blad announced a Cyber Security class would be held at Marshall Public Library on Tuesdays at
7:00 p.m. during the month of October; Sanitation Department collection trucks will continue on
schedule on Columbus Day, October 10th; City offices will also remain open on this holiday; the final
open house for the draft of the Portneuf River Vision Study will be held October 12th from 4:00 p.m. to
7:00 p.m. at Pocatello Community Charter School; submissions for the City's new flag design will be
accepted until December 2nd. Visit the website at flag.pocatello.us for more information; and early in-
person voting began September 26th at the new Bannock County Elections Office, 141 North 6th
Avenue (Old Jail). Voting hours are Monday through Friday 9:00 a.m. to 4:30 p.m. The last day to vote
early is November 4th.

Mr. Orr announced that the Historic Preservation Commission will be hosting a scavenger hunt Friday,
October 14th at 5:30 p.m. at Mountain View Cemetery. Participants are asked to meet at Brady Chapel.

AGENDA ITEM NO. 6: Amy Lloyd was present to appeal the decision of Police Department
DAY CARE LICENSE staff which denied Ms. Lloyd a Day Care License.
DENIAL APPEAL
-LLOYD

Jene Purman, Licensing Officer, stated Ms. Lloyd's Day Care License application was denied based
upon Ms. Lloyd's admission of guilt regarding a domestic assault case. She stated no charges were filed
in the case.

Ms. Lloyd shared her statement regarding her arrest which took place in July 2015 when she physically restrained an intoxicated individual to prohibit him from driving while under the influence. She stated that charges were later dropped.

A motion was made by Mr. Moore, seconded by Mr. Orr, to overturn the decision of Police Department staff and approve a Day Care License for Amy Lloyd. Upon roll call, those voting in favor were Moore, Orr, Adamson and Brown.

AGENDA ITEM NO. 7: This time was set aside for the Council to accept testimony from
PUBLIC HEARING citizens and organizations on any housing or non-housing
-2017 COMMUNITY development needs they have identified. The Council
DEVELOPMENT BLOCK will also review written statements of Intent to Apply for Program
GRANT IDENTIFIED Year 2017 Community Development Block Grant funding and
NEEDS organizations may present their proposals for funding.

Mayor Blad opened the public hearing.

Melanie Gygli, Neighborhood and Community Services (NCS) Division Manager, reviewed the process used by applicants to apply for Community Development Block Grant (CDBG) funds. She explained that a federal Fiscal Year 2017 budget had not been adopted at that time. Ms. Gygli stated for purposes of planning, NCS staff has estimated the City's allocation to be \$375,419.00, which is approximately the amount awarded in Program Year 2016. She added that statements of intent to apply for funding requests totaled over \$600,000.00. Ms. Gygli noted that requests are being evaluated for eligibility under HUD's guidelines.

In response to questions from Council, Ms. Gygli explained the funding request from Westwood Village is allowed even though they are a for-profit entity. The development is affordable housing that will benefit low to moderate income families.

Mayor Blad announced that other than Statements of Intent, no other written comments were received regarding the applications for CDBG funds.

BJ Stensland, Executive Director of Aid For Friends, PO Box 4233, spoke in favor of the proposal and stated requested funds would be used for bus tickets to provide transportation for clients. Ms. Stensland added that requested funds would also be used to provide necessary upgrades at the emergency homeless shelter.

Terry Frederickson, Executive Director of New Day Products, 1704 North Main Street, spoke in support of the application and gave an overview of the organization's purpose and proposed upgrades to the facility's sidewalks and ramps. He added that sidewalk upgrades are necessary in addition to drainage to avoid flooding in the area.

Bill Davis, Westwood Village, 1800 Garrett Way, spoke in support of the application and outlined plans for 48 affordable housing units planned for the area. He stated requested funds would be used for sidewalk infrastructure surrounding the complex.

Mark Dahlquist, Executive Director of NeighborWorks Pocatello, 206 North Arthur, spoke in support of the application. He shared that NeighborWorks has requested funding to provide owner-occupied rehabilitation and rental rehabilitation programs.

Sarah O'Banian, Executive Director of Family Services Alliance, 355 South Arthur, spoke in support of the application and gave an overview of the organization's purpose and proposed upcoming projects. She stated requested funds would be used for replacement of aging single-pane windows and safety upgrades at the facility.

Tom Sanford, Assistant City of Pocatello Fire Chief, spoke in support of the application and stated requested funds would be used to repair blighted sidewalks and bring sidewalks into ADA compliance near Fire Station #1, 408 East Whitman.

Paul Bauer and Caroline Fulton, representing the Pocatello Senior Center, spoke in support of the application and gave an overview of proposed upgrades at the Center. Mr. Bauer outlined the need for a new "combi unit" commercial oven for healthy meal preparation.

Mindy Hong, Executive Director of Pocatello Free Clinic, spoke in support of the application and gave an overview of the organization's purpose and proposed upcoming projects. She stated requested funds would be used to replace aging carpet at the Clinic.

Dave Hunt, Pocatello Regional Transit Director, spoke in support of the application and gave an overview of proposed ADA compliant upgrades at 7th Avenue and Sherman Streets, near Pocatello City Hall. He stated the upgrades are necessary in order to provide safe transportation for citizens.

Idaho Lorax, Pocatello resident, spoke uncommitted to the proposal and stated he is concerned about possible environmental issues related to the properties proposed for rehabilitation.

There being no further public comments, Mayor Blad closed the public hearing and announced that Council would consider further action at a later date.

AGENDA ITEM NO. SHORT PLAT SUBDIVISION -MARTINEZ ESTATES	8:	Martin Martinez (mailing address: 725 Aspen Lane, Pocatello, ID 83204) and Matt Baker of Summit Land Surveying (mailing address: 366 Washington Avenue, Pocatello, ID 83201) have submitted an application for a short plat to subdivide 725 Aspen Lane into two (2) residential lots. This subdivision is to be called Martinez Estates.
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Staff recommended approval, subject to the following conditions: 1) all conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated September 22, 2016, shall be met; 2) any proposed Subdivision Covenants, Conditions and Restrictions (CCR's) shall be submitted to the City for review and approval by the Legal Department prior to recording; 3) all corrections to the preliminary plat which were noted by City staff shall be made prior to submittal of the final plat; and 4) all other standards and conditions of Municipal Code not herein discussed but applicable to residential development shall apply.

A motion was made by Mr. Moore, seconded by Mr. Brown, to approve the request by Martin Martinez and Matt Baker for a short plat to subdivide 725 Aspen Lane into two (2) residential lots with conditions recommended by staff, that the subdivision be called Martinez Estates and that the decision be set out in appropriate Council Decision format. Upon roll call, those voting in favor were Moore, Brown, Adamson and Orr.

- AGENDA ITEM NO. 9: Council was asked to consider a threshold exception request by NeighborWorks Pocatello in the infill housing program, allowing them to apply for Program Year 2017 funds although 50 percent of Program Year 2016 funds are not anticipated to be expended by October 1, 2016. Neighborhood and Community Services staff recommended approval of the request.
- THRESHOLD
EXCEPTION REQUEST
FOR NEIGHBORWORKS
POCATELLO

A motion was made by Mr. Moore, seconded by Ms. Adamson, to approve a threshold exception request by NeighborWorks Pocatello in the infill housing program, allowing them to apply for Program Year 2017 funds although 50 percent of Program Year 2016 funds were not expended by October 1, 2016. Upon roll call, those voting in favor were Moore, Adamson, Brown and Orr.

- AGENDA ITEM NO. 10: Council was asked to accept the recommendation of staff and declare the purchase of a 2003 Mack TMT 507P Airless Paint Truck from Traffic Markings, Inc. to be a valid sole source expenditure. The purchase price of approximately \$83,000.00 will include delivery. Council may also wish to authorize the Mayor to sign any contractual documents related to the purchase, subject to Legal Department review.
- PAIN STRIPING
MACHINE SOLE
SOURCE EXPENDITURE
AND DECLARATION
-STREET OPERATIONS

Funding for the purchase is available in the Street Operations Department Fiscal Year 2016 budget.

A motion was made by Mr. Orr, seconded by Mr. Brown, to accept the recommendation of staff and declare the purchase of a 2003 Mack TMT 507P Airless Paint Truck from Traffic Markings, Inc. to be a valid sole source expenditure and that the purchase price of approximately \$83,000.00 will include delivery and authorize the Mayor to sign any contractual documents related to the purchase, subject to Legal Department review.

Mayor Blad clarified that the expenditure of Fiscal Year 2016 will be included in a budget amendment at a later date, since the purchase of the equipment will take place during Fiscal Year 2017.

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

- AGENDA ITEM NO. 11: Council was asked to consider the following requests regarding the construction of a Reflection Garden at Caldwell Park:
- REFLECTION GARDEN
PROJECT
-CALDWELL PARK

APPROVE a) Approve an agreement with Project Developers, represented by Janet Schubert, (3578 Wild Mountain Road, Pocatello, ID 83204) for construction of a Reflection Garden amenity at Caldwell Park, per outlined agreement terms and conditions; and

AGREEMENT
-PROJECT
DEVELOPERS

b) Per Project Developer request, direct Parks and Recreation Department staff to perform needed tree removal and park irrigation retrofits in support of the project, and absorb related costs into general operations; and

-PARKS AND
RECREATION
LABOR/COSTS

adopted by the City Council as an attachment to the Collective Bargaining Agreement (effective from October 1, 2016 – September 30, 2017) at the Regular City Council meeting held September 15, 2016.

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

Kirk Bybee, Chief Civil Deputy Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance amending Pocatello Municipal Code Title 2, Chapter 14, "Civil Service Commission for Police and Fire Departments," removing all references to the Pocatello Police Department as adopted by the City Council as an attachment to the Collective Bargaining Agreement effective October 1, 2016 through September 30, 2017. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Brown, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2978 and be submitted to the Idaho State Journal for publication.

WIRELESS
COMMUNICATIONS
TOWERS AND
FACILITIES
AMENDMENTS

- b) An Ordinance amending Pocatello Municipal Code Title 15, Chapter 42, "Wireless Communications Towers and Facilities" (WCF). The proposed ordinance places the City in compliance with Federal legislation known as the *Spectrum Act* and contains changes pertaining to the siting and permitting of wireless communication facilities. Said code modifications were presented to the Council at

the May 12, 2016 Study Session and a Public Hearing before the City Council was held on September 15, 2016.

A motion was made by Mr. Moore, seconded by Ms. Adamson, that the ordinance, Agenda Item No. 14(b), be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication. Upon roll call, those voting in favor were Moore, Adamson, Brown and Orr.

Kirk Bybee, Chief Civil Deputy Attorney, read the ordinance by title.

Mayor Blad declared the final reading of the ordinance amending Pocatello Municipal Code Title 15, Chapter 42, "Wireless Communications Towers and Facilities" (WCF), placing the City in compliance with Federal legislation known as the *Spectrum Act* and contains changes pertaining to the siting and permitting of wireless communication facilities. Mayor Blad asked, "Shall the ordinance pass?" Upon roll call, those voting in favor were Adamson, Brown, Moore and Orr. Mayor Blad declared the ordinance and summary sheet passed, that it be numbered 2979 and be submitted to the Idaho State Journal for publication.

AGENDA ITEM NO. 15: Idaho Lorax, Pocatello resident, shared his concerns regarding safety
DISCUSSION ITEMS issues, Sister City affiliations and protection of national forests.

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

REGULAR CITY COUNCIL MEETING
OCTOBER 6, 2016

8

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST:

RUTH E. WHITWORTH, CMC, CITY CLERK

PREPARED BY:

KONNI R. KENDELL, DEPUTY CLERK

AGENDA

ITEM

NO. 6

STAFF REPORT
HEARING DATE: OCTOBER 20, 2016

Applicant: City of Pocatello
Subject: Expansion of Urban Service Boundary
Location: North and East of Satterfield Drive and E. Chubbuck Road
Staff: Terri Neu/Matthew G. Lewis

Request:

The City of Pocatello is initiating a request to expand the existing Urban Service Boundary (USB) associated with the Comprehensive Plan Land Use Map. The area in question is north and east of Satterfield Drive and E. Chubbuck Road as depicted on the attached map. In addition to the expansion of the USB, a land use designation of "Mixed Use" would be added to the Comprehensive Plan Land Use Map for the area in question.

Planning & Zoning Commission Recommendation:

The Planning & Zoning Commission held a public hearing on this matter on September 28, 2016. There was one individual who provided testimony neutral to the request stating that a "Mixed Use" designation for the Comprehensive Plan Land Use Map should be reconsidered. The Commission voted unanimously to recommend approval of the proposed changes as presented.

Staff Recommendation:

Based on the site in question, comments received by City staff and the Comprehensive Plan Goals, Objectives and Policies outlined in this report and the fact that much of the area can be served by public infrastructure and emergency services, staff recommends approval of expanding the USB as proposed and amending the Comprehensive Plan Land Use Map with a "Mixed Use" designation.

City Council Action:

The City Council shall hold a public hearing on this matter and if approved direct Staff to modify the Comprehensive Plan Land Use Map.

Urban Service Boundary Details:

What is the Urban Service Boundary? The USB is essentially a line around the City showing where growth is likely to occur beyond current City development and will be served by City services, specifically meaning that the "urbanized area" will be developed and urban services such as water, sewer and streets would be installed. The area would likely be annexed and urban development such as new subdivisions, apartments, office buildings, and commercial development would occur. Land outside of the USB would remain rural and under the Bannock

County's jurisdiction. Urban services like water, sewer and City streets would not be extended and the county zoning would prohibit urban development and creation of small lot subdivisions.

Regarding this request to expand the USB, staff estimates the USB will be expanded by approximately 4,220 acres beyond its current boundary. As part of the expansion, land use designations must be given on the Comprehensive Plan Map and staff's recommendation is a designation of "Mixed Use." The ACI will need to be expanded prior to annexation and zoning designation. Bannock County Planning and City Planning staff have decided to amend the ACI at a later date.

Why expansion? The Council may recall one year ago recommending reduction of the USB as part of the renegotiated ACI with Bannock County. The City Council approved the map and procedural agreement in October of 2015. Staff has recently been approached by several developers regarding possible development of property outside of the current USB. As such, public works, fire and police department officials were asked the question, "Could the area be adequately served by water, sewer, sanitation, streets and emergency services."

Following discussions with Mike Jaglowski, Public Works Director, he indicated that a large portion of the proposed USB could be served with existing facilities. Details are addressed in his attached memorandum.

Fire Department officials indicate even without further development the east bench is in need of a new fire station.

Police would likely initially serve the area with a small substation similar to the one next to Fred Meyer.

State Code Provisions:

Title 67, Chapter 65, 67-6509 – Recommendation and Adoption, Amendment, and Repeal of the (Comprehensive) Plan. State Code 67-6509(d) states that amendments to the Comprehensive Plan shall be established by resolution. The Comprehensive Plan, adopted by Resolution..., states, "The Comprehensive Plan text and maps may be amended as provided by Section 67-6509 of Idaho Code. Any person may petition the Planning and Zoning Commission for a plan text or map amendment. The Planning and Zoning Commission may recommend text or map amendments to the Mayor and City Council not more frequently than every six months."

Comprehensive Plan Analysis:

The Following Comprehensive Plan Objectives Can Be Satisfied:

Chapter 2 – Population: Objective 1.1, "In order to retain and grow in all segments of the population, the City should consider unprecedented land use opportunities and tools to provide

more flexible but carefully and purposefully defined development patterns that meet the needs and demands of future generations and evolving markets; use planning opportunities to pave the way for improved population growth, population retention, better market conditions and improved economic development.”

Staff Analysis: Expansion of the USB will provide unprecedented land use opportunities and will pave the way for improved population growth.

Objective 2.1, “Ensure that adequate public services and infrastructure are provided and available to accommodate future growth.”

Staff Analysis: Expanding the USB has encouraged dialogue between City departments to ensure that there are adequate public services and infrastructure to accommodate this future growth.

Chapter 5 – Land Use: Objective 1.1, “Integrate cooperative planning and development actions with all local governments and public agencies in the Portneuf River Valley region.”

Staff Analysis: This expansion has been an effort between different local governments and public agencies.

Objective 1.2, “Use the Urban Services Boundary (USB)/Area of City Impact (ACI) to support development when adequate public facilities and infrastructure are available or are planned to be installed concurrent with development.”

Staff Analysis: The purpose of the USB is ensure that the City is able to serve the area. If it is unable to do so, the USB will not be expanded.

Objective 1.4, “Guide annexation within the USB/ACI to encourage orderly growth.”

Staff Analysis: Expansion of the USB encourages growth in that direction and allows the City to guide it in the way staff feels is best for the City.

Chapter 8 – Public Services, Facilities, Utilities: Objective 4.1, “Ensure that there is sufficient quantity and quality supply of water to meet existing and future demand.”

Staff Analysis: The City is able to supply water to the location to meet future demand.

Objective 10.1, “Ensure that the City residents and businesses are provided with safe, healthy, scheduled collection and disposal of waste materials.”

Staff Analysis: The City is able to provide collection of waste materials to meet future demand.

Chapter 13 – Community Design: Objective 2.2, “Encourage development that is attractive and compatible and improves the quality of its surrounding environment, including established neighborhoods.”

Staff Analysis: Expansion of the USB is the first step in the City being able to guide development in the area. By guiding the development, staff is able to encourage the development to be attractive and compatible with the surrounding environment.

Public Notice:

Proper notice was published in the Idaho State Journal as required per State Code Section 67-6509 and notice was provided to all political subdivisions and the manager of the local public airport.

Public Comments:

No public comments either for or against have been received.

Attachments: A – Planning and Zoning Commission Findings
B – Draft Planning & Zoning September 28, 2016 meeting minutes
C – Map of Area
D – Memorandum from Mike Jaglowski, Public Works Director
E – Letter in Support from Devin Hillam, Bannock County Planning Director

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

PROPOSED CHANGES

The Planning and Zoning Commission held a public hearing on September 28, 2016 to consider changes to the Comprehensive Plan Map. The change is to extend the Urban Service Boundary (USB) north and east of Satterfield Drive and E. Chubbuck Road.

CONCLUSIONS AND RECOMMENDATION

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

PUBLIC HEARING

The vice-chair opened the public hearing on September 28, 2016 at which time Terri Neu, Assistant Planner, presented a staff report. She noted for the record that staff spoke with Mike Jaglowski, Public Works Director, about the possible needs placed on the water, sewer, sanitation and streets systems. Neu proceeded to give a brief description of the proposed changes. The chair accepted comments from the public at which time Mike Seibert provided testimony neutral to the request stating that a "Mixed Use" designation for the Comprehensive Plan Land Use Map should be reconsidered.

FINDINGS

Finding #1: The proposed change in the Urban Services Boundary encompasses 4,220 acres, more or less.

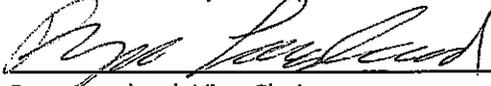
Finding #2: The land use designation of "Mixed Use" will be assigned on the Comprehensive Plan Land Use Map.

Finding #3: Bannock County's Planning Director indicated their support for the inclusion of this area within the City's USB.

Finding #4: The Commission finds that a large portion of the proposed USB could be served with existing Public Works facilities.

Finding #5: Other municipal services, such as police, fire, streets, sanitation, etc., can feasibly be extended to accommodate the area as it develops.

Finding #6: The Commission finds that the proposed expansion of the USB is in accordance with State Code and the City's Comprehensive Plan.



Ryan Loveland, Vice-Chair

9/29/16

Date

Attachments:

A – Map of Proposed USB Expansion

**PLANNING & ZONING COMMISSION (PZC)
Minutes for September 28, 2016 at 6:30 p.m.
City Council Chambers, Municipal Building
911 North Seventh Avenue, Pocatello, ID 83201**

The meeting began at 6:33 PM.

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

Excused: Steve Long and Kathleen Lewis.

Staff: Matthew Lewis, Aceline McCulla and Terri Neu.

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

The following is the official agenda of the Planning & Zoning Commission. 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 is 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.

AGENDA ITEM #2: APPROVAL OF MINUTES

The Commission may wish to approve the minutes from the regular meetings held on June 8 and July 13, 2016.

It was Motioned, Seconded, and Carried (MSC), (**Brennan, Satterfield**) to approve the June 8 and July 13 minutes. Those voting in favor were Brennan, Hancock, Satterfield, Loveland, and Tovey.

AGENDA ITEM #3: PUBLIC HEARING – URBAN SERVICE BOUNDARY EXPANSION

This time has been set aside for the Commission to hear comments from the public regarding a request from the City of Pocatello to expand the Urban Service Boundary (USB) north and east of Satterfield Drive and E. Chubbuck Road.

Terri Neu, assistant planner with the City of Pocatello, stated in 2015 the AIC was renegotiated down to where it matched the USB except in a few specific locations. Staff was requesting to expand the USB by approximately 4,220 acres to the north and east of Satterfield Drive and East Chubbuck Road, and adding a land use designation on the Comprehensive Plan Map of "Mixed Use."

Neu stated that the ACI needed to be expanded prior to annexation and zoning designation. She explained that the meaning of the Urban Service Boundary (USB) is essentially a line around the City showing where growth was likely to occur beyond current City development and can be served by City services, specifically meaning that the "urbanized area" will be developed and urban services such as water, sewer and streets would be installed. The area would likely be annexed and urban development such as new subdivisions, apartments,

office buildings, and commercial development would occur. Land outside of the USB would remain rural and under the Bannock County's jurisdiction. Urban services like water, sewer and City streets would not be extended and the county zoning would prohibit urban development and creation of small lot subdivisions.

The Commission may recall approximately one year ago recommending the amendment of the Area of City Impact (ACI) agreement with Bannock County. At that time, we aligned the USB with the ACI except in a few key locations.

She reminded the Commission that one year ago they recommended a reduction of the USB as part of the renegotiated ACI with Bannock County. It was recommended by the Planning and Zoning Commission to have the USB reduced in several areas especially east and northeast of city limits and that the ACI should follow the USB. The City Council approved the map and procedural agreement in October of 2015. Staff has recently been approached by several developers regarding possible development of property outside of the current USB. As such, public works, fire, and police department officials were asked the question, "Could the area be adequately served by water, sewer, sanitation, streets and emergency services."

Following discussions with Mike Jaglowski, Public Works Director, he indicated that a large portion of the proposed USB could be served with existing facilities. Details were addressed in his attached memorandum.

Fire Department officials indicate even without further development the east bench was in need of a new fire station.

Police would likely initially serve the area with a small substation similar to the one next to Fred Meyer.

Based on the site in question, comments received by City staff and the Comprehensive Plan Goals, Objectives and Policies outlined in this report, and the fact that much of the area can be served by public infrastructure and emergency services, staff recommends approval of expanding the USB and amending the Comprehensive Plan Land Use Map with a "Mixed Use" designation.

Vice Chair Loveland opened the public hearing at 6:38 PM.

Mike Siebert, 1665 Pocatello Creek Road, Pocatello, commented on the Comprehensive Plan "Mixed Use" designation. He thinks this should be Commercial. He also commented on including property adjacent to and west of the fairgrounds.

Satterfield clarified the sewer lines were not dedicated and this would be addressed during the annexation process.

Brennan, asked Lewis to clarify that approval by the City, through the annexation process, would determine land use with each development request.

Matthew Lewis, planning manager with the City of Pocatello, clarified there was not an approved master plan at this time. Lewis stated the area being proposed for expansion would fall within a master plan of some sort, which required a process for approval. If and when it would be annexed the property would be given a designated land use. Under the Comprehensive Plan Map, it stated "Mixed Use," which would be residential, commercial, and professional, which makes sense. The Area of City Impact would be renegotiated with the County during each application process.

Brennan asked if anyone knew about the piece of property Siebert discussed, west of the fairgrounds. **Lewis** stated that per agreement with the City of Chubbuck, all lands east of the Interstate may be annexed into the City of Pocatello. The property that Seibert is referring to is within the USB.

Siebert stated a property owner may request the city of their preference.

Neu stated mixed use was proposed because the zoning would not be determined until the annexation application process.

Vice Chair Loveland closed the public hearing at 6:47 PM.

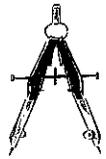
Commission ensued in discussion.

It was MSC (**Satterfield, Hancock**) to recommend approval to City Council of expanding the USB and amending the Comprehensive Plan Land Use Map with a Mixed Use designation per staff recommendations, and have Vice Chair Loveland sign the findings of fact. Those voting in favor were Brennan, Hancock, Satterfield, Loveland, and Tovey.

With no other business, **Vice Chair Loveland** closed the meeting at 6:49 PM.

Submitted by _____ Approved on _____
Aceline McCulla, Secretary

DRAFT



MEMORANDUM

Attachment D

TO: Matthew G. Lewis, Planning Division Manager

FROM: Michael R. Jaglowski, PE, Public Works Director 

DATE: September 21, 2016

SUBJECT: Expansion of Urban Services North and East of Satterfield Drive and E. Chubbuck Road

The question has been raised regarding the City of Pocatello's ability to provide City Utility, namely water and sewer, services and to provide Public Works, namely sanitation and street services to any future development generally described as shown in Attachment A outlined in yellow encompassing an area of approximately 4,220 acres.

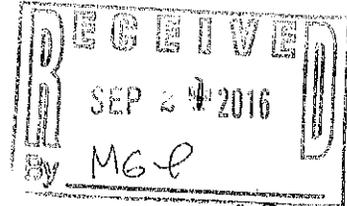
The existing systems and network generally extend north to E Chubbuck Road in a manner where future connection and extension of the Water, Sewer, and Street systems can be made to serve the western portion of the area described in Attachment A and the eastern portion can be serve from the same location with the addition of a connection from the existing High County water storage tank .The City systems could serve up to 1,000 homes or equivalent demand with the existing physical infrastructure as mentioned above. Any more than aforementioned demand, improvements will be required, which are typically the financial responsibility of the developer. Improvements likely to be required would include but not limited to new water sources, water storage, booster pump stations, sewer lift stations, and the crew to operate the new assets. Each new systems asset will be added to the system, as actual demand requires.

Additional to the above, it is forecasted that new Sanitation and Street maintenance equipment will be required to service any new development and demands within the referenced area. Additional equipment require are 2 solid waste sanitation trucks, 2 ten cubic yard dump trucks outfitted with snow removal equipment, and the crew to operate the equipment. Each additional equipment asset will be added to the system, as actual demand requires.

BANNOCK COUNTY
OFFICE OF PLANNING & DEVELOPMENT SERVICES
5500 SOUTH FIFTH AVENUE • POCATELLO, ID 83204
(208) 236-7230 • Fax: (208) 232-2185

Matthew Lewis
City of Pocatello

September 21, 2016



via E-mail

To Whom It May Concern,

Having reviewed the proposed Urban Service Boundary upon request by Matthew Lewis, I am writing in support of the proposal. Having inspected all of the site personally, I see no issues with extending the boundary whereas the City has determined that it could provide services into the area in the future and whereas I believe that this ground would be a natural extension for development within the City of Pocatello.

Sincerely,

Devin Hillam
Bannock County Planning Director

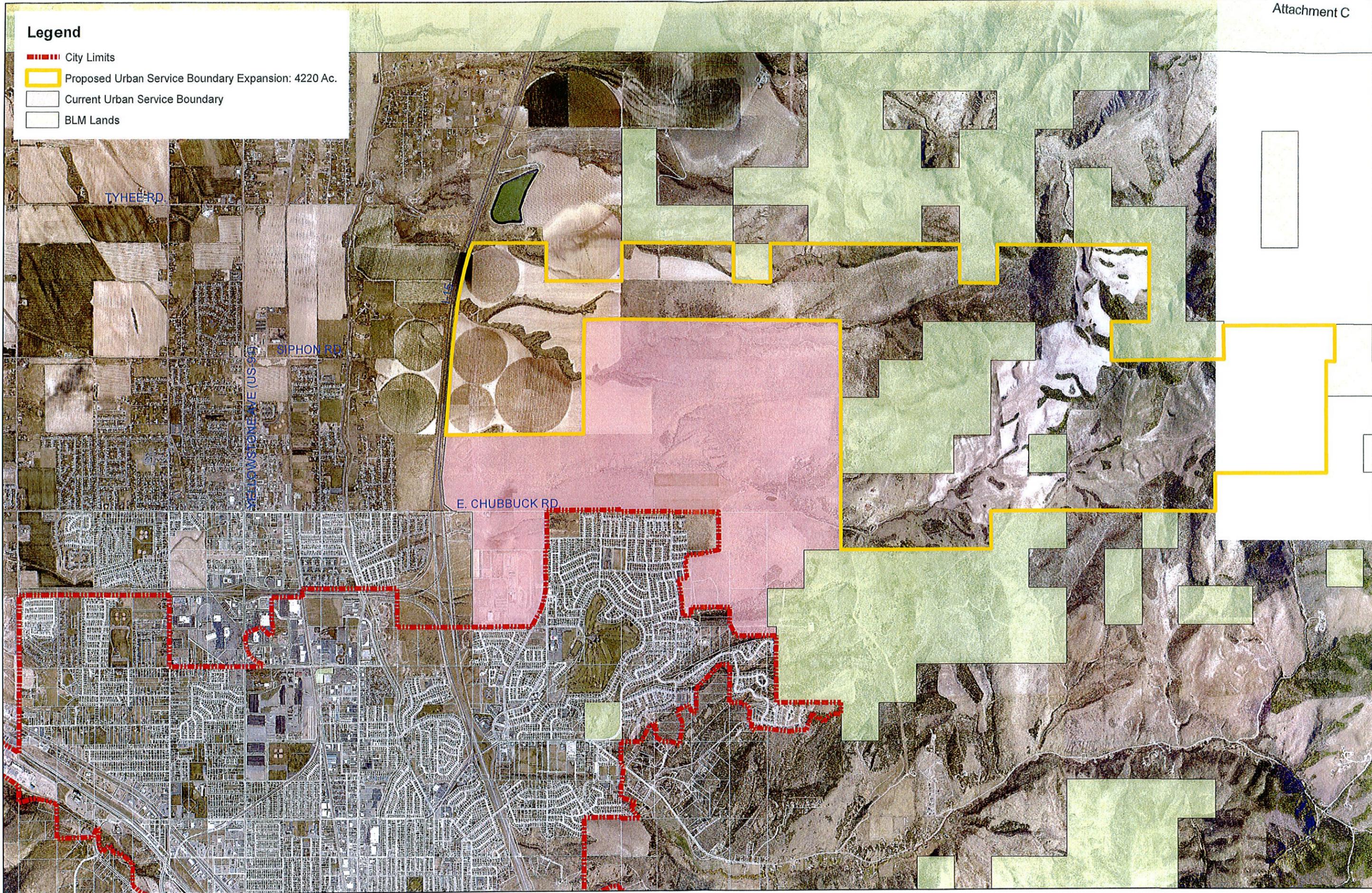
URBAN SERVICE BOUNDARY EXPANSION

#6

Attachment C

Legend

- City Limits
- Proposed Urban Service Boundary Expansion: 4220 Ac.
- Current Urban Service Boundary
- BLM Lands



AGENDA

ITEM

NO. 7

AGENDA ITEM NO. _____

7

EXECUTIVE SUMMARY
SERVICE CONNECTION REQUEST

TO: Mayor Blad and City Council Members
FROM: Merrill Quayle, P.E., Public Works/Development Engineer MB
DATE: Meeting Date – October 20, 2016
SUBJECT: Service Connection Request – Hargraves Commercial Subdivision

REQUEST

Dan Hargraves represented by RMES (mailing address: 600 E Oak Street Pocatello, Idaho 83201) request City water and sewer service connections. Connections will be to Hargraves Commercial Subdivision (County Subdivision) on S 5th Ave. The Utility Connection Annexation Covenant has been completed and if the connections are approved it should be subject to the applicant paying all associated fees and costs as well as paying outside City limits utility rates until the property is annexed.

Back Ground

The Hargraves Commercial Subdivision is in the Bannock County application process. Dan Hargraves wishes to connect to City services and has signed the Utility Connection Annexation Covenant. The construction cost and permits pertaining to the City will be paid at the time the work is done.

1. Permit and water construction cost \$2,548.29
2. Permit for sewer connection \$25.00
3. The contractor will be responsible to provide traffic control, expose the main line backfill, compaction, pour thrust blocking and restore surface meeting Bannock County requirements.

The water and sewer capacity fees will be paid at the time the water meters are installed and service account has been completed with City Utility Billing.

STAFF RECOMMENDATION

Staff recommends allowing the service connection request with conditions.

1. Subject to the applicant paying all associated fees and costs as well as paying outside City limits utility rates until the property is annexed.

AGENDA

ITEM

NO. 8



Administration Office (208) 232-0178 / 210 E. Center Suite A, Pocatello, ID 83201
Emergency Shelter (208) 232-5669 / 653 S. 4th, Pocatello, ID 83201
P. O. Box 4233, Pocatello, Idaho 83205

October 12, 2016

The Honorable Brian Blad, Mayor
Pocatello City Council
City of Pocatello
Pocatello, ID 83205

RE: 10th Annual Encampment

Dear Mayor Blad and City Council Members:

Aid For Friends 10th Annual Encampment Project is being planned and our agency requests your permission to host it again at Caldwell Park. A base camp will be set up on Friday evening, Dec. 2, 2016 with the actual event beginning at 10:00 am on Saturday, Dec. 3, 2016 through 10:00 am on Sunday, Dec. 4, 2016. Aid For Friends also requests that no public parking be allowed on Center Street adjacent to the park during the event to ensure that the Encampment is visible to passing motorists.

We are so excited to hold this 10th Annual event. Over the years we have seen how the Encampment Project has heightened community awareness and raised funds for the homeless shelter through pledges. This reenactment demonstrates what could happen to our community without Aid For Friends providing emergency shelter: men, women and children would be forced to sleep out in the cold.

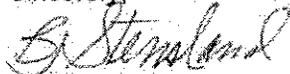
Our community has relied on Aid For Friends for over 32 years to provide safe lodging, meals, essential services, clothing and personal items to families and individuals with no other resources.

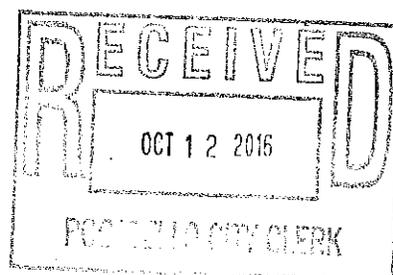
All participants at the Encampment will receive training on winter survival techniques, personal health, safety practices and emergency preparedness. The American Legion Riders will again be providing security personnel throughout the night.

Aid For Friends has reserved Caldwell Park through the City of Pocatello Parks and Recreation Department and has paid the "Special Events" fee. The Assistant Fire Chief has been contacted regarding use of a zero-impact fire in a 55-gallon drum as a heat source. Aid For Friends will follow all safety precautions as outlined in the attached Fire Safety Guidelines.

Aid For Friends appreciates the support that the Mayor, City Council and the citizens of Pocatello have given for this event in past years. Aid For Friends respectfully requests to be on the October 20, 2016 City Council Agenda to formally present this request. If you have any questions, you may contact me at (208) 232-0178.

Sincerely,


BJ Stensland
Executive Director



FIRE SAFETY GUIDELINES

1. The ground will be protected with plastic covered by gravel and dirt where the fire will be built
2. There shall be as a minimum 25 ft spacing between the 55 gallon drum and boxes for sleeping
3. The fire shall be attended to at all times
4. A fire extinguisher will be present during the event
5. The fire will be fully extinguished after the event, the drum removed and area restored

AGENDA

ITEM

NO. 9



Shelli Stayner
Principal

800 West Main Street, Suite 1250
Boise, ID 83702
+1 208 338 6477
shelli.r.stayner@mercer.com
www.mercer.com

Nicole Harms
City of Pocatello
PO Box 4169
Pocatello, ID 83205

August 30, 2016

Statement of Work ("SOW")

The objective of this Statement of Work ("SOW") is to confirm the scope of our work and the compensation for this engagement. This SOW is subject to the terms and conditions contained in our existing engagement letter dated September 19, 2012. All capitalized terms not defined in this SOW shall have the meanings ascribed to them in our existing engagement letter.

Service Details

- Service name: October 1, 2016 – September 30, 2017 Scope of Service
- Description of Mercer responsibilities: See attached Service Schedule
- Period of time over which work will be performed: October 1, 2016 – September 30, 2017
- Compensation/fees:

Our compensation for the Services subject to this SOW will be professional fees in the amount of \$20,000 (one time billing) and base commissions as indicated here and on our Disclosure and Consent Form:

Line(s) of Coverage/Service	Rate of Compensation
Delta Dental of Idaho	3% of paid premium
LifeMap	Graded Commission Scale

We will bill you with such invoices due within thirty (30) days of your receipt of an undisputed invoice. If any invoice remains unpaid after longer than ninety (90) days from the date of the invoice, we may either suspend the provision of the services until payment is received, or terminate this SOW with immediate effect.



MERCER

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Page 2

In addition to other compensation listed, we also bill for necessary travel and other expenses related to the services requested.

Subcontractors

We may need to utilize various subcontractors ("Subcontractors") in the course of our provision of the Services to assist us in such tasks as printing and mailing, development of interactive tools, graphic design, etc. You consent to our use of the Subcontractors and further acknowledge and agree that we may provide such Subcontractors with your Confidential Information, including Work, on a confidential and a need to know basis for the purposes contemplated by this SOW.

Additional Terms

1. We do not act on behalf of any insurer or other service provider, are not bound to utilize any particular insurer or service provider, and do not have the authority to make binding commitments on behalf of any insurer or service provider. In addition, we do not guarantee or make any representation or warranty that coverage or service can be placed on terms acceptable to you. We are not responsible for the solvency or ability to pay claims of any insurance carrier or for the solvency or ability of any service provider to provide service. Insurance carriers or service providers with which your other risk or insurance coverage or other business is placed will be deemed acceptable to you, in the absence of contrary instructions from you.
- You understand that the failure to provide, or cause to provide, complete, accurate, up-to-date, and timely documentation and information to us, an insurer, or other service provider, whether intentional or by error, could result in impairment or voiding of coverage or service. You agree to review all policies, endorsements and program agreements delivered to you by us and will advise us of anything which you believe is not in accordance with the negotiated coverage and terms within thirty (30) days following receipt.
- Mercer and its Affiliates serve a wide array of clients, including clients who compete with or whose interests may be adverse to one another. In addition, Mercer interacts with insurance carriers and other service providers through numerous business and contractual relationships, including serving as a broker for its clients and receiving commissions from carriers, providing consulting or administration services to carriers, and auditing carriers' claims data. Mercer is committed to serving each of its clients in an objective manner and maintaining the confidentiality of each of its client's information. Notwithstanding anything to the contrary in the engagement letter, when providing Services to Client pursuant to this SOW, Mercer may use its Affiliates, from time to time, to assist in the performance of such Services.
- You expressly acknowledge that, with respect to the provision of the Services, we are not, nor are any of our Affiliates or subcontractors, an "administrator" within the meaning under applicable law, including the Employee Retirement Income Security Act of 1974, as amended



**MARSH & MCLENNAN
COMPANIES**



MERCER

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Page 3

- ("ERISA"), nor, with respect to the provision of the Services, are we or any of our Affiliates or subcontractors a "fiduciary" within the meaning under applicable law or ERISA, unless provided otherwise herein or required by applicable law.

- Title V of the Gramm-Leach-Bliley Act and related state laws and regulations establish limitations on the use and distribution of non-public information collected by financial institutions from their customers and consumers. Our insurance-related work qualifies us as a financial institution under this Act. Our Privacy Policy Notice and additional information regarding other compliance policies at Mercer, including our conflicts of interest policy is available at the following web address <http://www.mercer.com/insights/point/2014/transparency.html>. At this web address you will also find information regarding Marsh & McLennan Companies, Inc. and its subsidiaries' equity interests in certain insurers and contractual arrangements with certain insurers and wholesale brokers.

- Without limiting the generality of Section 2 of our engagement letter, you will inform us at the commencement of our work under each SOW (and thereafter in the event of any change) as to whether or not you or any of your Affiliates are subject to any restrictions or obligations directly relevant to the Services as a result of or in connection with having received any federal financial assistance in connection with any federal law or program, including, but not limited to, the American Recovery and Reinvestment Act of 2009 and the Emergency Economic Stabilization Act of 2008, including the Troubled Assets Relief Program. In the event that you or your Affiliates are subject to such restrictions or obligations, you will also promptly describe such restrictions and obligations to us in writing in reasonable detail and make an expert (including internal or external counsel) available to us for additional clarification that we reasonably request regarding the analysis or interpretation of any such restrictions or obligations. You agree that we will be entitled to rely on, and have no liability for, the accuracy and completeness of the information, analysis or interpretation that is provided to us in connection with the foregoing.

- Mercer is unable to provide insurance broking, risk consulting, claims or other services or provide any benefit to the extent that the provision of such services or benefit would violate applicable law or expose Mercer or its Affiliates to any sanction, prohibition or restriction under UN Security Council Resolutions or under other trade or economic sanctions, laws or regulations.



**MARSH & McLENNAN
COMPANIES**



MERCER

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Page 4

We appreciate your business and look forward to working with you on this engagement. Please acknowledge your agreement to the terms contained herein by signing below.

Mercer Health & Benefits LLC

By: _____

Name: Shelli Stayner
(Please Print)

Date: 8-31-16

Title: Principal

ACCEPTED AND AGREED

City of Pocatello

By: _____

Name: Brian C. Blad
(Please Print)

Date: _____

Title: Mayor

APPROVED BY LEGAL

Date 10/15/16 Atty B. Ser

Comments _____



**MARSH & McLENNAN
COMPANIES**

H&B SERVICE SCHEDULE

Our Services consist of the following:

- Conduct strategic planning sessions to review performance of Client's current employee benefits coverage and establish future objectives and strategies to manage Client's employee benefit coverages to which this agreement applies.
- Meet with the Client's key designated representatives on a quarterly basis, to discuss strategy and open items.
- Develop a mutually agreeable renewal action plan and timeline that meets the Client's stated objectives.
- Keep the Client informed of significant changes and/or trends in the employee benefits marketplace.
- Benchmark plan costs and employee contributions to industry, size and regional standards on an annual basis.
- Analyze factors driving Client's plan costs if experience data is available. In connection with such analysis, we will review utilization reports to determine possible causes of identified cost increases. Assist Client in managing risks and costs of its employee benefits coverages.
- Establish comprehensive claims reports for identified coverages (medical, prescription, dental) detailing paid claims (and reimbursements if applicable), premium/funding and enrollment summaries. We will review these reports with Client on an as needed basis and will identify and discuss trends and potential problems.
- Provide cost projections and funding analysis (review of funding methodology with emphasis on employer costs and the tier structure of the contribution.)
- When marketing your plans, prepare an analysis comparing current costs, plan designs, administration costs, network discounts and network accessibility.
- With respect to the renewal process, we will conduct an annual review during the renewal process to include negotiations, on Clients' behalf, with current vendors/carriers, as per Client's request.
- Upon the request of Client, we will assist Client in the preparation of a RFP for purposes of obtaining competitive quotes from the marketplace. We will be the primary point of contact during the bidding process.
- Upon request of Client, evaluate and assist in the management of voluntary benefit products offered to Client's employees.

- Assist Client in the implementation of the benefit program by dealing with vendor/carriers and performing contract and SPD review for purposes of determining conformity to agreed upon plan provisions and costs.
- Advise Client with respect to available technology platforms to support delivery and administration of its employee benefit plans.
- Assist Client in the development of paper and/or web-based communication strategies.
- Coordinate the collection of Schedule A information for Form 5500 filings.
- Identify and negotiate on the Client's behalf with insurers and other benefit program providers and keep the Client informed of significant developments. We shall be authorized for purposes of this Agreement to represent and assist the Client in all discussions and transactions with all insurers/providers, provided that we shall not place any insurance or vendor programs on behalf of the Client unless so authorized by the Client.
- Assist with documentation and other steps to obtain commitments for and implement insurance policies and other services selected by the Client regarding its employee benefits program upon the Client's instructions, it being understood that we will not independently verify or authenticate information not originating from us necessary to prepare proposals or underwriting submissions and other documents relied upon by insurers/providers, and the Client shall be solely responsible for the accuracy and completeness of such information and other documents furnished to us and/or insurers/providers and shall sign any application for coverage. The Client understands that the failure to provide all necessary information to an insurer, employee benefit provider or third party vendor whether intentional or by error, could result in the impairment or voiding of coverage or service.
- Provide Client access to the national insurance marketplace and related services marketplace and use our commercially reasonable efforts to place insurance policies and other services selected by the Client regarding its employee benefit program on behalf of the Client, if so instructed by the Client.
- Act as a liaison between the Client and insurers/ providers for the lines of coverage and services that we have placed or obtained on behalf of Client or for which Mercer is named as the broker of record.
- Provide the Client with detailed invoices, except in the case of direct billing by insurers or employee benefits providers.
- Follow up with insurance carriers/providers for timely issuance of policies and contracts.
- Follow up with insurance carriers/providers with respect to the payment or return premiums.
- Review policies and contracts for accuracy and conformity to specifications provided by Client and the related negotiated coverages.

- Assist the Client in connection with issues relating to interpretation of insurance policies/contracts placed by us.
- Provide information/coverage summaries for all new coverages and updates on changes to existing coverages.

AGENDA

ITEM

NO. 10

EXECUTIVE SUMMARY
AIRPORT LEASE AMENDMENT
OCTOBER 19, 2016 COUNCIL MEETING

Airport hangars 1 and 3, currently leased by AvCenter, Inc. are in need of repairs to the concrete/asphalt at their ramp approaches. The current condition of the ramp makes maneuvering aircraft into and out of the hangar nearly impossible with as much as a 3-inch lip in the pavement/concrete. The estimate for repairs is \$25,160.00. As the airport does not have funds available for such an expense, AvCenter has agreed to fund the repair in exchange for rent abatement until they are made whole. AvCenter currently has a lease agreement in place for rental of airport property, with a monthly lease payment of \$1,677.14. The lease amendment brought before Council will abate the full monthly rent for approximately 15 months, or until the actual cost of repairs is recouped. Abatement will not commence until the work is completed and approved by both parties and contractor invoices are received. The amendment is subject to Legal review.

AIRPORT HANGAR LEASE AGREEMENT AMENDMENT

THIS AMENDMENT, made and entered into this 20th day of October, 2016, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, "LESSOR," and AVCENTER, INC. an Idaho Corporation, "LESSEE."

WITNESSETH:

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

WHEREAS, Lessee is engaged in the operation of a general fixed base operator Aviation Service at the Pocatello Regional Airport; and

WHEREAS, Lessee and Lessor entered into a Lease Agreement dated March 3, 1994 and would like to amend the terms related to rent and maintenance contained within the Agreement;

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

Section 3 of the Lease Agreement shall be modified as follows:

1. Commencing November 1, 2016 and continuing until the Lessee has been made whole as set forth below, Lessee shall contract and pay for the concrete and asphalt repairs to the ramps/approaches directly in front of hangar numbers 1 and 3 in lieu of rental payment under the following conditions:

A. Lessee shall employ a qualified licensed and bonded public works contractor to remove all of the old concrete and asphalt within the agreed upon areas pertaining to hangar numbers 1 and 3, prepare the area of new concrete, and pour and seal the concrete. The estimated costs for said repair is approximately \$25,160.00.

B. Lessee shall provide the Lessor a copy of each invoice attributed to the repair and of the airport hangars as mentioned above in order for the amount paid by the Lessee to be applied towards the rental rate owed to the Lessor.

2. Once the repairs to hangar numbers 1 and 3 ramps/approaches have been made and the Lessee has been made whole, beginning with the following month, Lessee shall pay to Lessor the sum of \$1,677.14 per month for the premises described in the Lease Agreement. Rent shall be due and payable on the 1st day of each month during the term of this Lease and shall be paid to the City of Pocatello at the office of the Airport Manager, Pocatello Regional Airport, Power County, Idaho. Rent for each hanger is to be paid as follows:

Parcel #1: Hangar 1 (T-125)	\$462.17/month
Parcel #2: 22,964 sq. ft. @ .04. plus parking space	\$101.07/month
Parcel #3: Building site of 13,875 sq. ft. @.07	\$106.87/month
Parcel #4: Fuel Farm storage 22,700 sq. ft. @.0363	\$82.69/month
Parcel #5: Hangar 2 (T-118)	\$462.17/month
Parcel #6: Hangar 3 (T-108)	\$462.17/month
Total:	\$1,677.14/month (\$20,125.68/year)

A. Rental rates for the term of this Lease and any subsequent renewal are subject to review and adjustment every three (3) years on the anniversary date of the lease. The next rental rate review and adjustment shall take place on January 2018.

All other terms of the Lease Agreement, dated March 3, 1994, not inconsistent with this Amendment shall remain in full force and effect.

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

CITY OF POCATELLO, a municipal corporation
of Idaho

APPROVED BY LEGAL

Date 10/10/16 Atty Pouffe

Comments _____

BRIAN C. BLAD, Mayor

ATTEST:

RUTH E. WHITWORTH, City Clerk

AVCENTER, INC., an Idaho Corporation

MELVIN WAGONER, President

STATE OF IDAHO)
 :SS
County of Bannock)

On this ___ day of October, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Ruth E. Whitworth, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, a municipal corporation of Idaho, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that said corporation executed the same.

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

(SEAL)

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

STATE OF IDAHO)
 :SS
County of Bannock)

On this _____ day of _____, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Melvin Wagoner, known to me to be the President, and authorized agent of AVCenter, Inc., an Idaho corporation, whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for and on behalf of said corporation.

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. 12

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Water Department Equipment Bid Awards
DATE: October 13, 2016

I have reviewed the documents which pertain to the Water Department's Bid Awards for a 750 gallon Hydro-pneumatic surge tank and they are in order. It is my opinion that it is appropriate to follow the recommendations of Justin Armstrong, Superintendent of Water, and award the bid to Pulsco, Inc. If you have any questions, please feel free to contact me.



WATER DEPARTMENT
911 North 7th Avenue
P.O. Box 4169
Pocatello, ID 83205-4169

SUPERINTENDENT'S OFFICE
(208) 234-6174
FAX (208) 234-6151

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



MEMORANDUM

TO: Mayor & City Council

FROM: Justin Armstrong, Water Superintendent

DATE: October 12, 2016

SUBJECT: Water Department Request for Proposal – Surge Tank

On September 26, 2016 the Water Department sent out Request for Quotes for one 750 gallon Hydropneumatic Bladder-Type Surge Tank for the Johnny Creek Booster Station. Three quotes were received with the low bid of Pulsco, as listed below:

Supplier	Price
Pulsco Inc.	\$48,300.00
Young Engineering Manufacturing	\$49,750.00
John Wood Company	Late Submittal – Non Responsive Proposal

Pulsco, the apparent low, included a Scope of Supply which listed several “Exceptions/Clarifications to the specification. After reviewing these, it is my opinion that they do not vary substantially from the specifications and are acceptable to the City of Pocatello.

It is my recommendation that Council authorize the Mayor to execute all documents necessary for purchase of one 750 gallon surge tank from Pulsco Inc. in the amount of \$48,300.00.

Funds for this equipment are budgeted within the Water Department’s FY 2017 budget.

PRICE PROPOSAL
750 GALLON HYDROPNEUMATIC BLADDER TYPE SURGE TANK
DEADLINE: 2:00 P.M. (MDST), OCTOBER 4, 2016

I (we) the undersigned hereby agree and propose to furnish one new

(make) PULSCO, Inc.

(model) VBST-54

hydropneumatic bladder type surge tank conforming to the attached specifications, titled "Hydropneumatic Bladder Type Surge Control System – Technical Specifications" pages 1 through 5 inclusive. The equipment indicated in this bid shall be delivered as indicated below with transportation charges prepaid for the price quoted below. Right is reserved by the City to reject any or all proposals. **The City of Pocatello reserves the right to cancel the order on any equipment not delivered by the end of the delivery period.**

Total price proposed for one 750 gallon Hydropneumatic Bladder Type Surge Tank

F.O.B. Pocatello, Idaho, shall be \$ 48,300.00

Forty Eight Thousands & Three Hundred Dollars
(Price in words)

Proposed delivery date 24 weeks from accepted order & assuming 2 weeks for review & approval by City.

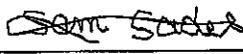
Company Name PULSCO, Inc. Mailing Address 1813 E. Dyer Rd, Santa Ana, CA 92705

Agent's Name Sam Sadek

Agent's Title Sales Engineer

Telephone # 949-261-1717 Fax # N/A

E-Mail Address s.sadek@pulsco.com

Signature of Authorized Agent 

Date Signed 9/30/2016



PULSCO Ref. No.:	Q1604G46	Proposal Date:	September 29, 2016	Bid Date:	October 4, 2016
Project:	City of Pocatello, Idaho / Water Department				
Specification Sec.:	"Hydropneumatic Bladder Type Surge Control System – Technical Specifications" pages 1 through 5 inclusive				
Drawings:	Hydropneumatic Bladder-Type Surge Tank Schematic (Dated September 2016)				
Engineer:	City of Pocatello, Idaho				

SCOPE OF SUPPLY

Thank you for considering PULSCO as a potential partner. We work diligently to excel at both our discipline and deliverables. Within our core Hydropneumatic Surge and Pressure Control group, we can offer a complete package including the ability to design, fabricate, document, deliver and commission a true engineered system.

Our local Representative, Ms. Kristin Faulkner of Treatment Equipment.

PULSCO is listed as acceptable manufacturer in the specifications.

Pricing is based on this scope of supply letter and all exceptions and clarifications listed within.

PULSCO proposes to design and supply one (1) bladder-type surge tank which includes:

- One (1) vertical carbon steel tank & accessories as noted below.
- Freight to the job site included in the total system price.
- Only items/components specifically listed in scope letter will be supplied.

1 EXCEPTIONS / CLARIFICATIONS

- 7.1J Interior paint to be Tnemec Series 22 (NSF 61 approved) because Tnemec N140 is NSF-61 approved for tanks 1,000 gallons and larger.
- 2.3/7.11 PULSCO will provide vessel's seismic and anchor bolt calculations and recommendations conforming to the International Building Code (IBC). Foundation design and supply of anchor bolts – by others.
- 1.1.C/6.1/8.1.C Sizing of the tank per customer specifications and drawings. PULSCO will perform a Surge Analysis to verify sizing and MAWP. If a larger tank is required as a result of the analysis, then an explanation will be provided to the owner; a change order will be required if a cost difference occurs.
- Level Indication (Optional). Not specified but PULSCO recommends the use of level indicator such as a magnetic level gauge (visual); or differential pressure (i.e. level) transmitter with local display (can also provide a 4-20 mA signal to owner's SCADA). To be priced separately.
- By City/Contractor:
 - If required, tank field hydrostatic testing and disinfecting of the system.
 - Interconnecting wiring, piping, plumbing and fittings needed for connecting the supplied tank and instrumentation within PULSCO Scope of Supply.
 - Installation of the hydropneumatic system including all accessories.
 - Tank insulation and / or heat tracing.
 - External touch-up paint to be applied in the field.
 - Air or nitrogen supply for field pre-charge of bladder tank.

2 SYSTEM DETAILS

2.1 Vertical Bladder Tank

- Tank O.D.: 4.5' (54"). Tank shell & heads to be SA-516-70 carbon steel.
- Nominal volume: 750 gallons.
- MAWP: 350 psig @ 120°F. Corrosion allowance: 0. Estimated Shipping Weight: 4,300 lbs.
- Designed, manufactured, hydro-tested and stamped per ASME PV&B Code Sec. VIII, Div. 1.
- Connections:
 - One (1) 8" ASME Class 300 FF flanged. Bladder anti-extrusion screen plate (304 S.S.) is included.



- Five (5) 1/2" NPT to 1" NPT 304 S.S. couplings.
- Manway: One (1) 18" diameter with cover & davit, and grade 316 stainless steel hardware.
- Four (4) support legs providing 24" clearance from flange face to base plates. Two lifting lugs.
- Internal Coating: Sandblasted per SSPC-SP-10 and coated with one prime coat of 3-5 mils DFT Thnec Series 22, and one finish coat of 4-8 mils DFT Thnec 22 or approved equal. System to be NSF 61 approved.
- External Coating: Surface preparation per SSPC-SP-6. Prime coat with 3-5 mils DFT of Thnec Series N69 Hi-Build Epoxoline II, one intermediate coat of 2-3 mils DFT Thnec Series N69 Hi-Build Epoxoline II, and one finish coat of 2-3 mils DFT Thnec Series 1074 Endura-Shield, or approved equal coating.

2.2 Other System Components

- One (1) pressure gauge, 1/2" NPT with 4.5" dial.
- One (1) safety valve, 1/2" NPT, set at 350 psig.
- Five (1) ball valves, 1/2" NPT.
- One (1) air fill valve, Schrader-Bridgeport.
- One (1) bladder, reinforced, PVC suitable for potable water (NSF 61 approved material).

2.3 Spares

- One (1) spare bladder with two (2) spare gaskets.

3 START-UP AND TRAINING

- PULSCO will provide a representative for installation inspection, field testing, functional testing, adjustment, training, and start-up of the supplied system and components: Two (2) days are included. Two week minimum advance notice, after receipt of all required paperwork is required.

4 DRAWINGS AND SUBMITTALS

- PULSCO will provide Fabrication and Installation Drawings, Installation Instructions, Operating and Maintenance Manual in PDF format. Maximum of 4 hard copies, and one CD will be provided at no cost.

5 SCHEDULE

Drawings and Submittals by PULSCO:	4-6 weeks after Purchase Order receipt and PULSCO approval
Tank and Components Fabrication time:	Currently 12 -14 weeks after Shop Drawings and Submittals Approval is received by PULSCO

6 WARRANTY

The supplied system will carry a limited warranty for a period of 12 months from date of installation, but no more than 18 months from the date of delivery (whichever occurs first). Warranty covers defects and workmanship & does not cover labor & installation or parts subject to wear and tear under normal conditions.

7 PRICING

- This Proposal will be held valid for thirty (30) days from date of Scope of Supply. Due to current price volatility of steel and transportation, the pricing offered in this quotation will be reviewed by PULSCO at time of order.
- Upon approved credit, the payment terms shall be 90% (no retention) within 30 days after the arrival of the tank(s) at the job site. Final 10% payment will not exceed 90 days after complete delivery of equipment, or 30 days after start-up, whichever occurs first.
- Federal and/or state taxes (if applicable) are not included in the system price.
- Pricing will be subject to adjustment, without markup, based upon current steel prices and shipping cost.
- PULSCO's General Terms and Conditions 100-1-0210 apply to this proposal. Copy attached.
- PULSCO's representative:

Ms. Kristin Faulkner, Inside Sales / Bid Specialist
 14400 Bel-Red Rd #101C, Bellevue, WA 98007
 Office: 425-641-4306. Fax: 425-641-9270
kristin@tec-nw.com

PULSCO

General Terms and Conditions

The items described in this document and other documents or descriptions provided by PULSCO ("Seller") and its authorized representatives are hereby offered for sale. This offer and its acceptance by any customer ("Buyer") shall be governed by the following Terms and Conditions.

1. **Terms and Conditions of Sale:** All descriptions, quotations, proposals, offers, acknowledgments, acceptances and sales of Seller's products are subject to and shall be governed exclusively by the terms and conditions stated herein. Unless otherwise specifically provided by separate written agreement duly signed by Seller, the terms and conditions specified below constitute the entire agreement between Seller and Buyer, and no other terms or conditions shall be of any effect. Any additional or different terms or conditions contained in Buyer's order or response hereto shall be deemed objected to by Seller and shall be of no effect. Orders are subject to acceptance by Seller only at its main office in Irvine, California.
2. **Price:** Prices will be held valid for thirty (30) days from the date of quotation, and are subject to change without notice on any order received thereafter. Due to current price volatility of steel and transportation, the pricing offered in this quotation shall be reviewed by Seller at the time of order placement. Pricing will be subject to adjustment, without markup, based upon current steel prices, availability, and current shipping cost. The product covered by this proposal and the prices quoted are based upon Buyer's requirements as furnished to Seller. If any modification of such requirements is made in the order, whether authorized or unauthorized, then Seller may make reasonable adjustments in the sale price and in the time of performance without Buyer's consent.
3. **Payment:** Payment shall be made by Buyer net 30 days from the date of invoice of the items purchased hereunder and shall not be contingent on Buyer receiving payment from his customer. Amounts not timely paid, shall bear interest at the rate of 1.5% of the invoice value to be added each month or part thereof beginning five days after the original invoice due date. Any claims by Buyer for omissions or shortages in a shipment shall be waived unless Seller receives written notice thereof within 15 days after Buyer's receipt of the shipment.
4. **Shipment:** The term "shipment" means delivery to the initial carrier in accordance with the delivery time of this order. The shipping date is based upon conditions at the factory on the date hereof and are approximate dates only and estimated in good faith to the best of Seller's ability, and is subject to revision to meet conditions on date of Buyer's acceptance. Time shall not be deemed to be of the essence in making delivery under Buyer's order unless specifically agreed to in writing by Seller. Seller may make partial shipments. Seller shall select method of transportation and route, unless terms are F.O.B. point of manufacture and Buyer specifies the method and route and is to pay the freight costs in addition to the price. Seller has the right to add to the invoice, as a separate item, the value of any special shipping device (oil barrel, reel, tarpaulin, cradle, crib, and the like) used to contain or protect the product(s) invoiced while in transit. When terms are F.O.B. destination or freight allowed to destination, "destination" means common carrier delivery point (within the continental United States, excluding Alaska) nearest the destination. For movement outside the continental United States, Seller may arrange for inland carriage to port of exit and assist Buyer's agents in making necessary arrangements for overseas carriage and preparation of necessary documents. If shipment is delayed for any reason by the Buyer or the Buyer's agent, Seller reserves the right to deem shipment as a "shipment in place" and invoice accordingly.
5. **Buyer Data:** Timely performance by Seller is contingent upon Buyer supplying to Seller, when needed, all required technical information, including drawing(s) and submittal(s) approval and all required commercial documentation. Product performance will be based on Buyer's prints and/or specifications, in Seller's possession at the time the order is placed, defining accuracy, dimensions, handling facilities, locating points, and other specific factors affecting performance. Adherence to production estimates shall, at Seller's election, be determined by test at Seller's facility or under Seller's supervision and direction in Buyer's facility, unless otherwise specifically provided in the order as accepted by Seller. The operating capability of Seller's products after delivery by Seller is contingent upon Buyer's supervision, labor and plant condition, maintenance of product, material controls, inspection equipment, and other production factors which are beyond Seller's control; and Seller shall not be liable for any operating deficiencies which are attributable to any such causes or conditions not specified in the order as accepted by Seller.
6. **Warranty:** All materials manufactured and supplied by Seller are guaranteed against defects and material and workmanship attributable to any cause, under normal operating conditions, for a period of 12 months from date of initial operation, but no more than 18 months from the date of original shipment at the original location of delivery. THIS WARRANTY COMPRISES THE SOLE AND ENTIRE WARRANTY PERTAINING TO ITEMS PROVIDED HEREUNDER. SELLER MAKES NO OTHER WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND WHATSOEVER. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR PURPOSE, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING ARE HEREBY DISCLAIMED. NOTWITHSTANDING THE FOREGOING, THERE ARE NO WARRANTIES WHATSOEVER ON ITEMS BUILT OR ACQUIRED WHOLLY OR PARTIALLY, TO BUYER'S DESIGNS OR SPECIFICATIONS. ANY SEPARATELY LISTED ITEM OF THE PRODUCT(S) WHICH IS NOT MANUFACTURED BY SELLER IS NOT WARRANTED BY SELLER and shall be covered only by the express warranty, if any, of the manufacturer thereof. Seller and its suppliers shall have no obligations as to any product that has not been operated or maintained according to instructions in Seller's manuals or drawings. The Buyer is responsible for properly using, maintaining and adjusting the proposed equipment as outlined in the operation manual. The Buyer is responsible to record preventative maintenance checks in accordance with the operation manual. If the product is moved to another location, all travel expenses to that location will be paid by Buyer for warranty service. This warranty is subject to the following stipulations:
 - a. Does not cover failures due to or as a result of improper maintenance or operator handling, improper installation, misuse, abuse, improper adjustments, alterations, or modifications from original condition.
 - b. Does not cover any components that fail or related components that are consequently damaged as a result of not maintaining the equipment according to the preventative maintenance schedule.
 - c. Does not cover any failures due to improper set-up or changeover.
 - d. Does not cover any failures resulting from indirect conditions.
 - e. Does not cover any purchase parts that have not been maintained or used to the original equipment manufacturer's specification outlined in their manuals.
 - f. Does not cover any failures that may result from using parts or tooling not purchased through Seller.
 - g. Does not cover normal wear parts or mechanisms that have an anticipated life expectancy less than the operational cycles of the machine's warranty period.
 - h. Does not cover items misplaced, lost, or stolen at Buyer's location.
7. **Limitation of Remedy:** SELLER'S LIABILITY ARISING FROM OR IN ANY WAY CONNECTED WITH THE ITEMS SOLD IN ACCORDANCE WITH THIS CONTRACT SHALL BE LIMITED EXCLUSIVELY, AT SELLER'S SOLE DISCRETION, TO REPAIR OR REPLACEMENT OF THE ITEMS SOLD, OR REFUND OF THE PURCHASE PRICE PAID BY BUYER AND SHALL IN NO CASE EXCEED THE SALE PRICE ALLOCABLE TO THE PRODUCT OR EQUIPMENT WHICH GIVES RISE TO THE CLAIM. SELLER WILL ACCEPT NO BACKCHARGE WITHOUT PRIOR NOTIFICATION AND THE OPTION TO CORRECT OR REPLACE THE DEFECTIVE PART WITH HIS WORKERS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL DAMAGES, OR PENAL DAMAGES OF ANY KIND OR NATURE

PULSCO, Inc.

1813 East Dyer Road | Suite 401 | Santa Ana | California | 92705 | USA
Mn: 949.261.1717 | TF: 877.PULSCO.2

WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, SUBSTITUTE USE OR PERFORMANCE LOSS, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, ANY OTHER LOSS OR COST OF SIMILAR TYPE, CLAIMS BY BUYER FOR DAMAGES TO BUYER'S CUSTOMERS OR LOST PROFITS ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ITEMS SOLD HEREUNDER, WHETHER ALLEGED TO ARISE FROM BREACH OF CONTRACT, EXPRESS OR IMPLIED WARRANTY, OR IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR FAILURE TO WARN. Buyer expressly agrees where permitted by law, Buyer shall be liable for any reasonable expenses and attorney's fees incurred by Seller in enforcing its rights and remedies against Buyer resulting from Buyer's breach of the agreement.

8. **Indemnification:** To the extent that Buyer's agents or employees enter upon premises occupied by or under the control of Seller, or any of Seller's customers or suppliers, in the course of performance hereunder, Buyer shall indemnify and hold Seller harmless against all losses, claims, liabilities and expenses, including reasonable attorney's fees for any injury, including death to any persons and/or damage to any property arising out of any act or omission of Buyer, its agents or employees, except to the extent that any such injury or damage is due solely and directly to Seller's negligence. Buyer must use and must require its employees to use all safety devices, guards and proper safe-operating procedures as set for in the manuals or instructions furnished by Seller and as required by governmental regulations. Buyer shall not remove or modify any such device, guard or warning sign. If Buyer fails to strictly observe the above obligation, then Buyer must indemnify Seller from any liability or obligation imposed upon Seller to persons injured directly or indirectly in connection with the use of the products. If any accident, defect, or malfunction involving the product results in personal injury or property damage, then Buyer must notify Seller thereof promptly, in writing, not later than thirty (30) days thereafter, and must cooperate fully with Seller in investigating and determining the cause of such accident, defect or malfunction. If Buyer does not give the notice within the thirty (30) days after the day of the accident, defect or malfunction or does not so cooperate, Buyer agrees to indemnify Seller from any claims arising from such accident, defect or malfunction.
9. **Changes, Reschedules, Stop Work and Cancellations:** Buyer may request to modify the designs or specifications for the items sold hereunder as well as the quantities and delivery dates thereof, or may request to cancel all or part of this order, however, no such requested modification or cancellation shall become part of the contract between Buyer and Seller unless accepted by Seller in a written amendment to this Agreement. Acceptance of any such requested modification or cancellation shall be at Seller's discretion, and shall be upon such terms and conditions as Seller may require. No change in, or waiver, or modifications of any of the provisions hereof will be acceptable or binding upon Seller unless in writing and signed by Seller at its main office in Irvine, California. In the event that Seller, and/or Seller's affiliates, and/or subcontractors are unable to proceed with the manufacture and shipment of Buyer's order, either due to Buyer's request or as the direct or indirect result of any governmental action or regulation and upon acceptance of such cancellation notice, all work on the order or part thereof cancelled will be stopped as promptly as reasonably possible, and Buyer will be invoiced, for immediate payment, a cancellation charge computed on the basis of established prices for any completed items, and for incomplete items the full costs, including all burden and overhead costs, as determined by Seller in accordance with Seller's standard accounting practices, incurred by Seller and/or Seller's affiliates and/or subcontractors, plus twenty percent (20%) thereof, not as a penalty, but as the reasonable estimate of the damages which Seller will suffer on account of necessary reasonable estimate of the damages which Seller will suffer on account of necessary rescheduling of work and adjustments of shipment schedules, plus a charge for any packing and storage of all finished and unfinished items, less a credit for the balance of the material as scrap. Seller shall reinstate Buyer's order at the earliest possible date, subject to Buyer's acceptance of prices, terms and shipping schedule quoted preliminary to such reinstatement. Seller shall allow Buyer appropriate credit for parts held in storage by Seller a Buyer's property if such parts can still be used in filling Buyer's reinstated order.

10. **Storage:** Any item of the product(s) on which manufacture or shipment is delayed by Buyer may be placed in storage by Seller at Buyer's expense and risk. If a delay in shipment is requested by Buyer after an order has been entered and accepted:
- No charge will be made if the request for delay is made more than twelve (12) weeks before acknowledged shipping date and the requested delay is for a period not in excess of thirty (30) days.
 - A charge will be made if the requested delay exceeds a period of thirty (30) days or if the request is made within twelve (12) weeks of the acknowledged shipping date. Seller will advise Buyer of the charge within ten (10) days of receiving Buyer's request for delay.
 - If the product is within twelve (12) weeks of the acknowledged shipping date, then Seller has the option of completing, invoicing and storing the product and charging one and one-half percent (1.5%) per month, or the maximum percentage permitted by law, whichever is lesser, of the established price for such product, plus storage cost.
 - On any request for delayed delivery Seller has the option to consider it the same as request to "stop work" pursuant to Section 8 above.
11. **Title and Insurance:** Title to the product(s) and risk of loss or damage shall pass to Buyer at the F.O.B. point except that a security interest in the product(s) and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Buyer agrees to do all acts necessary to protect and maintain said security interest, and to protect Seller's interest by adequately insuring the product(s) against loss or damage from any external cause with Seller named as insured or co-insured. Buyer agrees to execute any documents requested by Seller, which are necessary for attachment and perfection of its security interest. If Buyer defaults, Seller shall have all the rights of a secured creditor under the Uniform Commercial Code, as enacted in the State of California.
12. **Taxes:** Unless specifically indicated otherwise, prices quoted do not include any manufacturer's sales, use, excise, value added or similar taxes, bonds, or duties; and the amount of any such taxes, bonds, or duties which Seller is required to pay or collect will be the responsibility of Buyer. Seller has the right to bill separately Buyer for any such taxes, bonds, and/or duties, which Seller is obligated to pay (unless acceptable exemption certificate is furnished).
13. **Force Majeure:** Seller does not assume the risk of and shall not be liable for delay or failure to perform any of Seller's obligations by reason of circumstances beyond the reasonable control of Seller (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation, accidents, acts of God, war, civil or military authority, riot, insurrections, civil commotion, laws, epidemics, rules or regulations of any government or government agency, act or failure to act of government, act or omission of Buyer, fire, flood, storm, earthquake, strike or labor disturbances or disputes, breakdowns, power failures, sabotage, delay in obtaining from others suitable services, materials, components, equipment, manufacturing facilities or transportation or any other cause beyond Seller's control. The time of performance shall be extended to a period of time equal to the period of the delay and its consequences. Seller will give to Buyer notice in writing within a reasonable time after Seller becomes aware of such delay.
14. **Entire Agreement/Governing Law:** The terms and conditions set forth herein, together with any amendments, modifications and any different terms or conditions expressly accepted by Seller in writing, shall constitute the entire Agreement concerning the items sold and there are no oral or other representations or agreements which pertain thereto. No statement, representation, warranty, course of dealing or trade usage subsequent to the acceptance of this order purporting to modify any of its terms or conditions shall be binding unless expressly agreed to in writing signed by both Seller and Buyer. Buyer will comply with all laws applicable to Buyer. Compliance with OSHA or similar federal, state or local laws during any operation or use of the product(s) is the sole responsibility of Buyer. The laws of the State of California shall govern the validity, interpretation and enforcement of any contract of which these provisions are a part. No actions arising out of the sale of the items sold hereunder or this Agreement may be brought by Buyer more than two (2) years after shipment.

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CITY OF POCATELLO, MAYOR

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DATE

DATE

AGENDA

ITEM

NO. 13

Memorandum

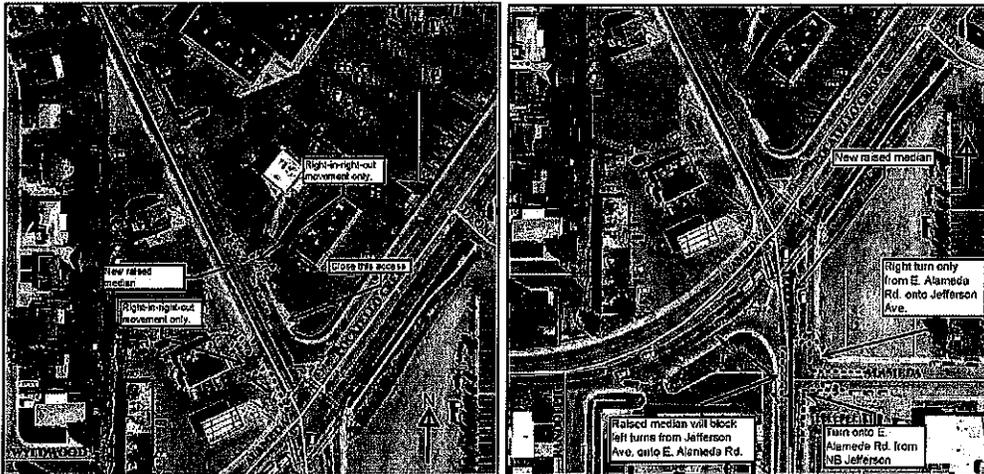
To: Mayor Blad and City Councilmembers
 Cc: Michael Jaglowski, Public Works Director
 From: Deirdre Castillo, City Engineer

Date: October 14, 2016

Re: Addendum to the State/Local Agreement (Project Development) for the Intersection of Alameda Rd and Jefferson

Discussion

At the city council study session on March 10, 2016, the City Engineer and Public Works Director presented councilmembers with a summary of the Road Safety Audit Report for the Intersection of Alameda Rd & Jefferson Project. The report recommended a number of safety improvements including construction of raised concrete medians; signage, striping, and lighting upgrades; and improvements to ADA facilities and sidewalks. City councilmembers directed staff to proceed with the recommendations of the Road Safety Audit Report, completing as many safety recommendations as possible, using only the match already paid, and using in-house staff to complete engineering design. Staff estimated that a \$1M - \$1.4M construction project would be possible. This addendum to the agreement allows for city staff to complete engineering and to use this force account labor to offset the local match.



The Intersection of Alameda Rd & Jefferson Project no longer includes re-alignment of the intersection, additional signals, or thru-U turns as there was no clear preferred alternative or adequate funding. At the recommendation of FHWA, this project has been revised to focus on safety at the intersection. Major changes to this intersection will be the installation of raised concrete medians on Hilina Rd and Jefferson Ave which will limit turning movements in and out of businesses and East Alameda Rd. In addition to

the safety improvements listed in the Road Safety Audit Report, adjacent residents have requested that the existing sound wall on the north side of Alameda Road be extended towards the intersection. Staff is working with the State to allow for installation of additional sound wall.

Recommendation

The City Engineer recommends that Council authorize execution of an addendum to an agreement between the State and the City of Pocatello for the Intersection of Alameda Rd and Jefferson, subject to legal department review. This addendum allows for city staff to complete engineering design of this federal aid project. Previously paid cash contributions and force account engineering design will offset the local match. This addendum will not cost the City additional funds. Construction of safety improvements is anticipated to begin in FY17.

**ADDENDUM TO
STATE/LOCAL AGREEMENT
(PROJECT DEVELOPMENT)
PROJECT NO. A011(657)
INT. ALAMEDA RD & JEFFERSON
BANNOCK COUNTY
KEY NO. 11657**

PARTIES

THIS ADDENDUM is made and entered into this _____ day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF POCATELLO**, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

This Addendum will modify the State/Local Agreement (Project Development) entered into on the 8th day of July, 2009, (hereinafter "Agreement") between the same parties.

The parties agree to the following revisions:

- A. Section I of the Agreement will be amended by revising Paragraph 3 to read as follows:
 - 3. The Sponsor's match for this project will be provided by cash and in-kind services, up to the total of the match for the project. In-kind services are itemized fully in the attached Exhibit A: ITD-2394 (Request for Approval of In-Kind Work by Local Sponsor on Federal-Aid Project).

- B. Section II of the Agreement will be amended by adding the following paragraph thereto:
 - 5. Upon receipt of documentation from the Sponsor showing expenditure of funds for project development by the Sponsor, review for eligibility. Any eligible expenses will be credited towards the Sponsor's match.

- C. Section III of the Agreement will be amended by adding the following paragraphs thereto:
 - 20. With its own forces, provide design services for the project as detailed in Exhibit A.

 - 21. Provide to the State documentation of the actual expenses related to the design of the project. The Sponsor will maintain complete records and submit an itemized statement of all manpower, materials, and out-of-pocket expenses, and accomplish all record-keeping in accordance with the following procedures:

- a. Individual time sheets will be maintained reflecting the total hours spent on the project. It is imperative that the hours be traceable to the project.
- b. Material – Costs of new material utilized on the project shall be supported by copies of invoices.
- c. Out-of-pocket expenses – All expenses shall be supported by copies of receipts.
- d. The record system will be such that all costs can be traceable from all billings through the Ledgers and the source document.

D. All other terms and conditions previously agreed to and set forth in the Agreement shall remain in full force and effect.

EXECUTION

This Addendum is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Pocatello.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

 Engineering Services
 Division Administrator

RECOMMENDED BY:

 District Engineer

ATTEST:

CITY OF POCATELLO

 City Clerk

 Mayor

(SEAL)

By regular/special meeting
 on _____.



Request for Approval of In-Kind Work By Local Sponsor on Federal-Aid Projects

ITD 2394 (Rev. 08-14)
itd.idaho.gov

Key Number 11657	Project Number AD11(657)	Project Name Int. Alameda Rd & Jefferson, Pocatello
Local Agency Name City of Pocatello		<input checked="" type="checkbox"/> Engineer Services During Project Development <input checked="" type="checkbox"/> Construction Engineering and Inspection, Sampling, and Testing
Nature of Work to be Performed by Local Agency Amend project to follow suggestions listed in Road Safety Audit Report. Work includes modifications to Concept Report and Environmental Evaluation; preliminary plans, right-of-way plans and acquisition, final plans, PS&E. CE&I work includes public interaction, responses to RFI/CO's, as-built drawings, etc. CE&I work does not include the work that must be performed by a certified inspector.		
Total Estimated Cost -- Note: Costs for these services that exceed the match required on the project are not eligible for reimbursement \$68,000		

List the employees who will be providing services. List employees' qualifications, certifications, and experience for the work to be performed. Attach additional pages if necessary.

Name	Qualifications and Certifications	Experience (if listing specific project experience, indicate if the project was federally funded)	Estimated Cost*
Project Manager - Deirdre Castillo, City Engineer	PE	Prior federal aid project experience includes KN08126 Alameda Bike Lanes, KN09554 Custer St Bridge, KN11918 Gould St Bridge, GU09604 School Zone Traffic Safety Improvements, KN12444 Portneuf River Lewis St Bridge, KN14018 Int. Benton St and 2 nd Ave, KN08127 Int. Alameda Rd and Hawthorne Rd, and KN07508 Cheyenne Overpass. Project experience includes project management, Concept Report, Environmental CE, design, and construction engineering.	\$18,500
Designer/GIS - Dennis Hill, GIS Coordinator and Michael Neville, Traffic Supervisor	Dennis Hill - GISP	Dennis Hill - 25+ years experience in GIS, started City of Pocatello GIS program, maintains all GIS records. Michael Neville - 15+ years experience in the City Traffic Division, serves on Interagency Signal Coordination, is responsible for programming and maintaining all City signals, striping, and signage.	\$18,000
Engineering Technician - Owen Campion	Associates, Design Drafting Technology	15 years experience in civil engineering design and drafting and Civil 3D expert. Performed drafting on federal aid project KN14018 Int. Benton St and 2 nd Ave. Project manager and designer on City/County project, Olympus Dr Widening Project.	\$17,000
Office Manager - Brenda Andrews	BA	Brenda has been working at the City of Pocatello for the past six months as the administrative	\$1,500

		assistant. She is responsible for all federal aid project invoicing and ensuring that payment is received.	
Professional Land Surveyor - Gerald Evans	PLS	20 years experience in surveying, civil engineering, and construction management. Performed field surveying and construction management on several federal aid projects including KN08128 Alameda Bike Lanes, KN09554 Custer St Bridge, KN11918 Gould St Bridge, GU09504 School Zone Traffic Safety Improvements, KN12444 Portneuf River Lewis St Bridge, KN14018 Int. Benton St and 2nd Ave, KN08127 Int. Alameda Rd and Hawthorne Rd, and KN07508 Cheyenne Overpass.	\$11,000

*Provide separate page with details -- see the attached exhibits for examples and for documentation requirements upon completion of work

Reviewed By - Project Manager's Printed Name Deirdre Castillo, P.E. City Engineer, City of Pocatello		Project Manager's Signature <i>Deirdre Castillo</i>	Date 9/6/2016
In-Kind Work Approved** <input type="checkbox"/> Yes <input type="checkbox"/> No	Approval Authority Engineer Ed Bala	Engineer's Signature <small>Digitally signed by Ed Bala DN: cn=Ed Bala, o=District 5, ou=District Engineer, email=ed.bala@idaho.gov, c=US Date: 2016.09.12 17:02:56 -0600</small>	Date balas@idaho.gov, c=US

**Approval Authority:
Local Projects Administered by LHTAC -- Contract Services Engineer
Local Projects Administered by the District -- District Engineer

Exhibit A - Project Development Services

1 - Concept Report/Environmental

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
1.1 Modify Previously Approved Concept Report	3	3	0	0	0	0
1.2 Modify Previously Prepared Environmental Evaluation	14	12	0	2	0	0
1.3 Prepare Environmental Cat Ex Document	4	2	0	0	2	0
1 Total for Concept Report/Environmental	21	17	0	2	2	0

2 - Survey

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
2.1 Reference Survey Monuments	5	0	0	1	0	4
2.2 Verify Property Lines/Ownership	9	1	2	4	0	2
2.3 GIS Services	6	0	4	2	0	0
2.4 Additional Topographic Survey as Requested	14	0	0	2	0	12
2 Total for Survey	34	1	6	9	0	18

3 - Materials Reports

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
3.1 Waivers	1	1	0	0	0	0
3 Total for Materials Reports	1	1	0	0	0	0

4 - Public Involvement

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
4.1 Correspondence	10	2	0	4	4	0
4.2 Public Information Meeting	17	4	1	6	6	0
4 Total for Public Involvement	27	6	1	10	10	0

5 - Preliminary Design

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
5.1 RSA Recommendations Development and Analysis	44	4	16	24	0	0
5.2 Preliminary Utility Coordination	5	0	2	2	0	1
5.3 Field Review of Base Mapping	8	0	2	2	0	4
5.4 Preliminary Roadway Design	84	4	24	56	0	0
5.5 Preliminary Drainage Design	28	2	6	20	0	0
5.6 Preliminary Traffic Signal Upgrade Design	22	2	16	4	0	0
5.7 Preliminary Lighting and Interconnect Design	38	2	24	12	0	0
5.8 Preliminary Signing and Pavement Markings Design	60	4	20	36	0	0
5.9 Preliminary Construction Traffic Control Design	22	4	6	12	0	0
5.10 Preliminary Supporting Plan Sheets	18	2	4	12	0	0
5.11 Preliminary Construction Cost Estimate	14	2	8	4	0	0
5.12 Preliminary Design Review Submittal	26	12	4	8	2	0
5.13 Preliminary Design Review Meeting	18	8	4	4	2	0
5.14 Summarize and Resolve Review Comments	8	4	2	2	0	0
5.15 Design Study Report	12	10	2	0	0	0
5 Total for Preliminary Design	407	60	140	198	4	5

6 - Right-of-Way

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
6.1 Update Existing R/W	18	0	2	12	0	4
6.2 Draft R/W Plans	37	1	4	16	0	16
6.3 Property Owner Contacts	30	12	2	8	0	8
6.4 R/W Acquisition	44	32	4	4	0	4
6.5 Legal Descriptions	26	0	1	1	0	24
6.6 Final R/W Plans	34	2	4	12	0	16
6.7 R/W Surveys	17	0	1	4	0	12
6 Total for Right-of-Way	206	47	18	57	0	84

7 - Final Design and PS&E

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
7.1 Final Utility Coordination	18	12	4	2	0	0
7.2 Final Roadway Design	36	4	12	20	0	0
7.3 Final Drainage Design	16	2	2	12	0	0
7.4 Storm Water Permitting	18	2	8	8	0	0
7.5 Final Traffic Signal Upgrade Design	50	2	40	8	0	0
7.6 Final Lighting and Interconnect Design	12	2	4	6	0	0
7.7 Final Signing and Pavement Marking Design	14	2	4	8	0	0
7.8 Final Construction Traffic Control Design	24	4	8	12	0	0
7.9 Final Supporting Plan Sheets	28	4	8	16	0	0
7.10 Special Provisions	8	4	4	0	0	0
7.11 Final Construction Cost Estimate	12	2	8	2	0	0
7.12 Final Contract Time Determination	8	6	2	0	0	0
7.13 Final Design Review Submittal	34	16	8	8	2	0
7.14 Final Design Review Meeting	18	8	4	4	2	0
7.15 PS&E Submittal	48	16	12	16	4	0
7.16 Resident's File	12	2	2	4	2	2
7.17 CADD Files	10	0	2	8	0	0
7.18 Bidding Support	10	4	2	4	0	0
7 Total for Final Design	376	92	134	138	10	2

8 - Project Accounting

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
8.1 Project Cost Reconciling	8	4	0	0	4	0
8.2 Monthly Invoices	8	4	0	0	4	0
8 Total for Project Accounting	16	8	0	0	8	0

Total Labor Hours	1088	232	299	414	34	109
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Exhibit B - Project Development Services Summary

Labor Day Estimate Summary

A. Summary - Labor Hours

	Total	Employee Hours				Survey
		PM	Design/GIS	Tech	Office M.	
A.1 City Labor Hours	1088	232	299	414	34	109

B. Summary - Man-Day Salary Costs

	Hours	Rate per Hour				Cost
		Base	Benefits	Loaded		
B.1 Project Manager	232	\$41.44	\$11.66	\$53.11		\$12,321.06
B.2 Designer, GIS, Traffic Supervisor	299	\$31.20	\$12.56	\$43.76		\$13,084.54
B.3 Engineering Technician	414	\$22.45	\$11.86	\$34.31		\$14,205.17
B.4 Office Manager	34	\$17.13	\$10.62	\$27.76		\$943.67
B.5 Professional Land Surveyor	109	\$27.43	\$12.87	\$40.30		\$4,392.16
Total Direct Payroll						\$44,946.59

C. Summary - Indirect Expenses

C.1 Newspaper Advertisement for Public Info Meeting						\$800.00
C.2 Printing of Public Info Meeting Announcements						\$50.00
C.3 Postage for Mailing Public Info Meeting Announcements						\$125.00
C.4 Printing Boards for Public Info Meeting						\$250.00
Total Indirect Expenses						\$1,225.00

Total - Direct and Indirect Expenses \$46,171.59

Exhibit C - Construction Engineering Services

1 - Construction Administration

	Total	Employee Hours				
		PM	Design/GIS	Tech	Office M.	Survey
1.1 Project Administration	24	24	0	0	0	0
1.2 Pre-Bid and Pre-Construction Meetings	24	6	6	6	0	6
1.3 Monthly Progress Reports and Budget Tracking	12	8	0	0	4	0
1.4 Invoicing	9	3	0	0	6	0
1.5 Project Closeout	8	4	0	0	4	0
1 Total for Construction Administration	77	45	6	6	14	6

2 - Shop Drawing/Contractor Submittal Review

	Total	Employee Hours				
		PM	Design/GIS	Tech	Office M.	Survey
2.1 Shop Drawing and Submittal Logs	2	2	0	0	0	0
2.2 Precast Concrete Structures	2	2	0	0	0	0
2.3 Textured Concrete Surface	2	2	0	0	0	0
2.4 Piping	2	2	0	0	0	0
2.5 Traffic Signal Cabinet	7	1	6	0	0	0
2.6 Traffic Signal Timing/Phasing Plan	9	1	8	0	0	0
2.7 Lighting and Electrical Components	7	1	6	0	0	0
2.8 Beacons, Pedestrian Signal Heads, Signal Backplates	8	2	6	0	0	0
2 Total for Shop Drawing/Contractor Submittal Review	39	13	26	0	0	0

3 - Address Contractor Requests for Information (RFI)

	Total	Employee Hours				
		PM	Design/GIS	Tech	Office M.	Survey
3 Total for Address Contractor RFI's	24	12	12	0	0	0

4 - Address Contractor Requests for Clarification of Drawings

	Total	Employee Hours				
		PM	Design/GIS	Tech	Office M.	Survey
4 Total for Address Clarification of Drawings	20	8	4	8	0	0

5 - Survey

	Total	Employee Hours				
		PM	Design/GIS	Tech	Office M.	Survey
5.1 Construction Surveying - Office Computations	20	0	0	4	0	16
5.2 Construction Surveying - Set Control	12	0	0	6	0	6
5.3 Construction Surveying - Field Staking and Verification	64	0	0	24	0	40
5.4 Record of Survey	34	2	0	8	0	24
5 Total for Survey	130	2	0	42	0	86

6 - CE&I Support

	Total	Employee Hours				
		PM	Design/GIS	Tech	Office M.	Survey
6.1 Periodic Site Visits	68	12	24	8	0	24
6.2 Periodic Meetings with Adjacent Residents	52	12	8	8	0	24
6.3 Field Review of Traffic Signal Operations	20	2	12	0	0	6
6.4 Field Review of Beacons/Ped Heads Operations	20	2	12	0	0	6
6.5 Assistance with Final Punch List Walk Through	14	2	6	0	0	6
6 Total for CE&I Support	174	30	62	16	0	66

Total Labor Hours	464	110	110	72	14	158
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Exhibit D - Construction Engineering Summary

Labor Day Estimate Summary

A. Summary - Labor Hours

	Employee Hours					
	Total	PM	Design/GIS	Tech	Office M.	Survey
A.1 City Labor Hours	464	110	110	72	14	158

B. Summary - Man-Day Salary Costs

	Hours	Rate per Hour				Cost
		Base	Benefits	Loaded		
B.1 Project Manager	110	\$41.44	\$11.66	\$53.11	\$5,841.88	
B.2 Designer, GIS, Traffic Supervisor	110	\$31.20	\$12.56	\$43.76	\$4,813.71	
B.3 Engineering Technician	72	\$22.45	\$11.86	\$34.31	\$2,470.46	
B.4 Office Manager	14	\$17.13	\$10.62	\$27.76	\$388.57	
B.5 Professional Land Surveyor	158	\$27.43	\$12.87	\$40.30	\$6,366.61	
Total Direct Payroll					\$19,881.23	

C. Summary - Indirect Expenses

C.1 Newspaper Advertisements Regarding Traffic Control					\$1,200.00
C.2 Press Releases					\$0.00
C.3 IPC Fees					\$500.00
Total Indirect Expenses					\$1,700.00

Total - Direct and Indirect Expenses \$21,581.23

Agreement Total - Project Development and Construction Engineering Services \$67,752.82