

**CITY OF POCATELLO**  
**CITY COUNCIL MEETING AGENDA**

November 3, 2016 · 6:00 PM  
Council Chambers | 911 N 7th Avenue

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Lieutenant Tammi Moore representing the Salvation Army.

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 October 13, 2016 Study Session and the October 13, 2016 Executive Session.

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

(c) GOLF ADVISORY COMMITTEE APPOINTMENT: Council may wish to confirm the Mayor's appointment of Ginger Smith to serve as a member of the Golf Advisory Committee, representing the High River Ladies League. Ms. Smith's term will begin November 4, 2016 and will expire November 4, 2019.

(d) HUMAN RELATIONS ADVISORY COMMITTEE REAPPOINTMENT: Council may wish to confirm the Mayor's reappointment of Mohammad Safdar to continue his service as a member of the Human Relations Advisory Committee. Mr. Safdar's term will begin November 19, 2016 and will expire November 19, 2020.

(e) RATIFICATION OF GRANT APPLICATION—ASPCA AND SUBARU PET ADOPTION EVENT: Council may wish to ratify submission of a grant sponsored by the ASPCA and Subaru Dealership in the amount of \$2,500.00, authorize acceptance of the grant and authorize the Mayor to sign, subject to Legal Department review, documents related to the grant. This Share the Love Adoption Event will promote adoption of animals from the Animal Shelter. This is an annual grant request and there is no City match.

Documents:

[AGENDA-ITEM3.PDF](#)

4. COMMUNICATIONS AND PROCLAMATIONS

5. CALENDAR REVIEW

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

6. CHILD CARE LICENSE DENIAL APPEAL—SMITH

Jordan Smith will be present to appeal the decision of Police Department staff which denied Ms. Smith a Child Care license.

7. CHILD CARE LICENSE DENIAL APPEAL—MONTANO

Delisia Montano will be present to appeal the decision of Police Department staff which

denied Ms. Montano a Child Care License.

8. CHILD CARE LICENSE DENIAL APPEAL—RUCKER

Nicole Rucker will be present to appeal the decision of Police Department staff which denied Ms. Rucker a Child Care License.

9. PROPERTY ACCEPTANCE/PLAT AMENDMENT—PARTRIDGE RIDGE SUBDIVISION 6TH ADDITION

Council may wish to consider a request from Ryan Satterfield of Satterfield Realty and Development (mailing address: 2432 Andrew Street, Pocatello, ID 83201) regarding an amendment to the Partridge Ridge Subdivision 6th Addition.

(a) Accept dedication of Lot 13, Block 3 and Lot 4 Block 4 Partridge Ridge Subdivision 6th Addition via a warranty deed for stormwater detention/retention maintenance and appurtenances to the City; and, if accepted

(b) Direct staff to prepare a Council Decision to effectively amend said plat Note 3 to state: the non-buildable lots are hereby dedicated to the City of Pocatello for the purpose of stormwater detention/retention maintenance and appurtenances.

The Partridge Ridge Subdivision 6th Addition plat was recorded on October 6, 2006 instrument number 20622791.

10. FINAL PLAT—JUNIPER RESERVE, DIVISION NO. ONE

Billy Satterfield of Juniper Land Corp. (mailing address: 2980 Clearwater Street, Pocatello, ID 83201), represented by Rocky Mountain Engineering and Surveying (mailing address: 600 East Oak Street, Pocatello, ID 83201), has submitted a request to subdivide approximately 9.59 acres into 16 residential lots. The subdivision, Juniper Reserve, Division No. 1, is located southeast of Stoneridge Drive, on an extension of Shadowpines Way.

The Planning and Zoning Commission reviewed the preliminary plat at their meeting on April 27, 2016 and recommended approval with conditions.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM10.PDF](#)

11. PIGGYBACK BID—SANITATION DEPARTMENT

Council may wish to accept the following recommendations of staff regarding the purchase of two (2) commercial collection trucks using a piggy-back bid awarded to the City of Pocatello from Northwest Equipment on December 17, 2015.

(a) Purchase two (2) 2018 Mack cab/chasse with Heil 5000 packer body in the amount of \$212,218.00 per truck for a total bid price of \$424,436.00; and if accepted

(b) Authorize the Mayor to sign the necessary documents, subject to Legal Department review.

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

(Pertinent information attached.)

Documents:

[AGENDA-ITEM11.PDF](#)

12. DISPUTE REVIEW BOARD THREE PARTY AGREEMENT—WPCF PHOSPHORUS IMPROVEMENT PROJECT

Council may wish to authorize the Mayor's signature on a Dispute Review Board Three Party Agreement, subject to Legal Department review, to establish the operation of a Dispute Review Board to assist the City and the Contractor, RSCI, in resolving disputes pertaining to the construction of the Phosphorus Improvement project at the City's Wastewater Pollution Control Facility (WPCF).

(Pertinent information attached.)

Documents:

[AGENDA-ITEM12.PDF](#)

13. FIREFIGHTING EQUIPMENT SOLE SOURCE EXPENDITURE AND DECLARATION PHASE TWO—FIRE DEPARTMENT

Council may wish to accept the recommendation of staff and declare the purchase of firefighting MSA products from Weidner Fire to be a valid sole source expenditure. The purchase is for additional Self Contained Breathing Apparatus (SCBA) products in the amount of \$335,740.00 for the Fire Department. Council may also wish to authorize the Mayor to sign any contractual documents related to the purchase, subject to Legal Department review.

This completes a two phase purchase for SCBA products from Weidner Fire. Funding for this request is available in the Fire Department's Fiscal Year 2017 budget.

(Pertinent information attached.)

Documents:

[AGENDA-ITEM13.PDF](#)

14. ASSISTANCE TO FIREFIGHTERS GRANT—FIRE DEPARTMENT

Council may wish to approve submission of an Assistance to Firefighters Grant (AFG) application to FEMA and, if awarded, authorize acceptance of the grant and authorize the Mayor to sign, subject to Legal and Finance Departments review, documents related to the grant. The grant will be used to purchase of a Live Burn Facility for the Fire Department.

Acceptance of the AFG Grant will be contingent on matching funds availability.

15. 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.)

**AGENDA**

**ITEM**

**NO. 3**

**Consent**

**Agenda**

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL EXECUTIVE SESSION  
OCTOBER 13, 2016

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An Executive Session of the City Council was called to order by Mayor Brian Blad at 10:30 a.m. in the Paradise Conference Room at City Hall. Council members present were Heidi Adamson, Roger Bray, Steve Brown, Jim Johnston, Gary Moore and Michael L. Orr.

A motion was made by Mr. Johnston, seconded by Mr. Moore, to convene into Executive Session in accordance with Idaho Code Sections 74-206(c) to acquire an interest in real property which is not owned by a public agency. Upon roll call, those voting in favor were Johnston, Moore, Adamson, Bray, Brown and Orr.

In addition to the Mayor and Council members, Ruth Whitworth, City Clerk; Joyce Stroschein, Chief Financial Officer/Treasurer; Dean Tranmer, City Attorney; Tiffany Olsen, Assistant to the City Attorney; Justin Armstrong, Water Superintendent; Mike Jaglowski, Public Works Director; and Del Kohtz, Idaho Water Company, LLC; were present.

Council discussed various issues within the parameters of the above statutes.

Mr. Kohtz left the meeting at 10:55 a.m.

Council continued discussion of various issues within the parameters of the above statutes.

Mayor Blad adjourned the Executive Session at 11:44 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

PREPARED BY AND ATTEST:

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RUTH E. WHITWORTH, CMC, CITY CLERK

CITY OF POCA TELLO, IDAHO  
CITY COUNCIL STUDY SESSION  
OCTOBER 13, 2016

AGENDA ITEM NO. 1: Mayor Brian Blad called the City Council Study Session to order  
ROLL CALL at 9:01 a.m. Council members present were Heidi Adamson, Roger Bray, Steve Brown, Jim Johnston, Gary Moore, and Michael L. Orr.

AGENDA ITEM NO. 2: Representatives from the African Sister Cities Subcommittee  
AFRICAN SISTER CITIES were not present to discuss the Subcommittee's goals and  
SUBCOMMITTEE UPDATE projects, as well as Council's policies and expectations. Therefore, no report was given.

AGENDA ITEM NO. 3: Heather Buchanan, Human Resources Director; and Nicole  
MERCER CONSULTING Harms, Human Resources Consultant; and Shelli Stayner,  
SERVICES PRESENTATION Mercer Consulting Services representative; were present to give a  
breakdown of services that Mercer provides for the City and to  
answer any questions Council may have regarding the service.

Ms. Harms reviewed the reasons Human Resources uses a consultant for determining health benefits. They are: 1) obtain competitive quotes; 2) establish comprehensive claims reports; 3) provide cost projections and funding analysis; 4) act as a liaison between the City and Insurers; 5) review policies and contracts for accuracy; and 6) maintain compliance with insurance regulations. It was noted Mercer provides benefit provider assistance for medical (Aetna), Dental (Delta Dental of Idaho); Vision (VSP), Life Insurance (LifeMap); and Supplemental Insurance policies. Ms. Harms explained Mercer also provides Compliance Assistance to assist the City with meeting regulations/requirements such as: Affordable Care Act, Medicare reporting, insurance notices to employees, new law pertaining to benefits/insurance and policy compliance.

In response to questions from Council, Ms. Buchanan explained Human Resources staff cannot do the research and track policy changes that Mercer provides without hiring another employee. The City has been with Mercer for 14 years. She feels if Council would like to consider a new contractor to provide these services, City staff could begin this process in the spring of 2017.

In response to questions from Council, Ms. Stayner explained most individual insurance agents use local information to base coverage options. However, Mercer has information and contacts at a national level to search for insurance options. Ms. Stayner feels because they are looking at insurance beyond a local level, the City receives the best value. She noted that Mercer works for the City and understands the City's needs. Mercer does not represent any particular insurance agency and can organize multiple health coverage options.

Ms. Harms explained when staff has questions for a medical provider regarding a policy issue Mercer participates in the conversation to make sure the questions being asked are appropriate.

In response to questions from Council, Ms. Stayer explained currently their consultant fee it is not based upon the number of City employees receiving health benefits. If the number of employees receiving health insurance benefits decrease, the cost for their service remains the same. She feels their consultant fee is less than what a commission would be.

In response to questions from Council, Ms. Buchanan anticipates Mercer will have more involvement with managing benefits for necessary changes such as cancer policies and ADA requirements, etc., once the number of insured employees decrease. The last Request for Proposals

(RFP) to hire a medical benefit consultant was in 2002. (The year Mercer Consulting Services was approved by City Council.)

Ms. Harms explained the Federal Affordable Care Act is a challenge for employers. Mercer provides reminders of important dates/changes, and evaluates the City's medical plan to ensure it is in compliance. Ms. Harms noted that information distributed to the Council regarding the differences in providers was provided by Mercer.

General discussion continued regarding medical benefit renewals and value comparisons. Cost savings were also discussed. It was mentioned the City attempts to provide great benefits for City employees and Mercer has been helpful to meet this goal.

A majority of the Council supported having Mercer continue to provide medical insurance consulting services at this time. A final decision regarding the consultant contract will be voted upon during the October 20, 2016 Regular Council meeting.

AGENDA ITEM NO. 4: Hannah Sanger, City Science and Environment Manager; Ben  
PORTNEUF RIVER Swaner, Project Manager for Portneuf River Vision Study and  
VISION STUDY UPDATE Tattan Suter, Project Manager/Outreach Coordinator for future  
City-Corps Section 206 Project, representing the Army Corps of

Engineers; were present to discuss the Draft Portneuf River Vision, including public comment received and potential next steps for the project.

Mayor Blad was excused from the meeting at this time and turned the Chair of the meeting over to Council President Steve Brown.

Ms. Sanger introduced Mr. Swaner and Mr. Suter from the Army Corps of Engineers. She also identified City staff that assisted her with the River Visioning project. She mentioned a resolution outlining Council's support of the project would be introduced for Council's consideration at a later date.

Mayor Blad returned to the meeting, at which time Council President Steve Brown turned the Chair of the meeting back over to Mayor Blad.

Ms. Sanger explained the purpose of the study/vision is to restore the Portneuf River corridor in order to revitalize environmental, recreational, and economic opportunities while increasing community pride, connectivity, and quality of life. She noted the Portneuf River Vision Study integrates existing policies, plans, and innovative ideas into a single vision, outlining goals and recommendations for improved river corridor management, and identifying opportunities for improvements and restoration. The recommendations are based upon the community's ecosystem health, recreation, access, community engagement, and economic development goals.

Council discussion followed regarding the maintenance easement on both sides of the levee and possible options to change the design of the river.

It was clarified that the proposed recommendations are strictly voluntary, and are non-binding for landowners and land managers. Implementation is contingent on these voluntary actions, future rule-making, planning, and available funding through various governmental agencies, non-profit organizations, and public-private partnership entities.

Mr. Swaner reviewed the following projects:

**Priority Short-term projects:** 1) Water Trail and River Cleanup; 2) Streambank restoration; 3) Rainey-Centennial Park; 4) Sacajawea Park; and 5) signage and wayfinding;

**Long-term projects:** (completed over 20 plus years) 1) Greenway Extension; 2) Historic River Meanders; 3) Levee setbacks; 4) Concrete channel streambank restoration and greenway; 5) Center Street Riverfront shopping area/multi-use; 6) Memorial Park; and 7) Raymond Park.

**Additional Priority Projects:** 1) Seek Levee Vegetation Variance; 2) Develop Portneuf River Zoning Overlay District; 3) Re-assess Flood Control Project Capacity Requirements; 4) Reduce volume of Urban Runoff reaching the Portneuf; 5) Increase in-stream flows; 6) identify and purchase Greenway easements and flood prone homes from willing sellers; and 7) improve upstream water quality.

**IMPLEMENTATION:**

Underway: a) Trash and debris jam removal near Hoku; b) create a water trail from Sacajawea Park to Simplot; c) Gibson Jack Creek culvert improvements; and d) ask the Army Corps to revisit flood control capacity and levee vegetation requirements.

Next steps: a) Identify the entity that will lead the proposed implementation effort and b) Draft an Implementation Plan.

City Council guidance sought for the following: 1) adopt resolution supporting the Vision Plan; 2) Direct Public Works Department to allocate sufficient staff resources to develop an implementation plan, secure funding and implement the Vision; and 3) City Council direct the Mayor to create a Vision Study Advisory Committee.

Council discussion regarding the budget aspects of moving forward with the recommendations followed. Funding programs and costs will need to be researched and evaluated. Restoration projects are usually easier to fund through grants than modifying a park.

A majority of the Council supported the draft resolution regarding the Portneuf River Vision Plan. Final adoption of the resolution will be voted upon at a later date. It was suggested that a public hearing regarding the River Vision Plan be held during the same meeting as Council's consideration of the proposed resolution showing Council's support.

Mayor Blad thanked City staff for their hard work in developing a plan. He has heard great things regarding the public outreach and high volume of feedback from individuals in the community. The proposed changes will impact the future design of the river.

Mayor Blad adjourned the meeting at 10:21 a.m.

APPROVED:

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BRIAN C. BLAD, MAYOR

CITY COUNCIL STUDY SESSION  
OCTOBER 13, 2016

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ATTEST AND PREPARED BY:

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RUTH E. WHITWORTH, CMC, CITY CLERK

**AGENDA**

**ITEM**

**NO. 10**

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

**SUBDIVISION:** Juniper Reserve Division 1  
**TYPE:**

*MGP*

<b>Preliminary:</b>	<b>Final: XXXXX</b>	<b>Short:</b>
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**DATE:** City Council Meeting held November 3, 2016  
**APPLICANT:** Juniper Land Development represented by RMES  
**TITLE REPORT:** Title report was submitted and reviewed  
**LOTS/UNITS:** 16-lots (15 residential lots/1-storm detention lot)

**RECOMMENDATION**

- A. **Staff Recommendation (Final Plat):** Staff finds that the Final Plat is in substantial conformance with the Preliminary Plat and therefore recommends approval of the subject plat:
1. With the conditions as submitted by the Public Works/Development Engineer as outlined in **EXHIBIT 1** attached.
  2. All requirements under Subdivision Code Section 16.24.080 "Recording the Final Plat" shall be adhered to.
  3. Building permits may only be issued as outlined under Code Section 16.24.100 "Structures, Improvements and Building Permits"
  4. Requirements as outlined under Code Section 16.24.110 "Subdivision Surety Bond and Warranty Bond" shall be adhered to.
  5. In conformance with Code Section 17.05.140 Density & Disturbance Standards the applicants engineer shall include the original percent of slope on sheet C-5.4 "Grading Analysis".
- B. **Planning & Zoning Commission Action:** The Commission considered the preliminary plat at their regularly scheduled meeting held on April 27, 2016 at which time they **recommended approval** with conditions.

**GENERAL BACKGROUND**

- a. **Applicant and Request:** Juniper Land Development (mailing address: 2960 Clearwater Street, Pocatello, ID 83201) and Rocky Mountain Engineering & Surveying (RMES), have submitted an application and preliminary plat for a proposed 16-lot subdivision to be known as **Juniper Reserve Division 1 (Exhibit 2)**.
- b. **Site Detail:** The proposed subdivision encompasses 9.3-acres (more or less) all of which is within the corporate boundaries of the City of Pocatello (see **Exhibit 3**). The property is zoned Residential-Low density which is consistent with surrounding properties. This designation requires a minimum lot size of 7,500 square-feet. The smallest lot proposed in the subject subdivision measures 12,197 square feet. During review of the preliminary plat staff had some concern with the buildable area for Lots 4, 5, & 6 Block 2 based on topography. Therefore a condition was recommended requiring the applicant's engineer

show buildable areas with appropriate setbacks. This condition was satisfied with submittal of the construction drawings.

- c. **Right-Of-Way Improvements:** Shadowpines Way which currently ends with a temporary hammerhead turnaround will be extended approximately 1,080-feet east where it will terminate with a temporary hammerhead turn-around. The right-of-way will be 64-feet in width and consist of the following:

- \* Two 12-foot wide traffic lanes;
- \* Two 8-foot wide parking lanes provided on both sides;
- \* A 4.0 foot wide planter strip on both sides;
- \* A 7.0 foot wide sidewalk on both sides;
- \* Total R-O-W width of 64-feet

Windsong Lane will intersect with Shadowpines Way and extend south approximately 165-feet terminating in a temporary hammerhead. The right-of-way will be 60-feet in width and consist of the following:

- \* Two 12-foot wide traffic lanes;
- \* Two 8-foot wide parking lanes;
- \* A 5.0 foot wide planter strip on both sides;
- \* A 4.0 foot wide sidewalk on both sides;
- \* Total R-O-W width of 60-feet

Stacy Circle will intersect with Shadowpines Way and extend southeast approximately 258-feet terminating in a hammerhead turnaround. The right-of-way will be 60-feet in width and consist of the following:

- \* Two 10-foot wide traffic lanes;
- \* Two 8-foot wide parking lanes;
- \* A 7.0 foot wide planter strip on both sides;
- \* A 4.0 foot wide sidewalk on both sides;
- \* Total R-O-W width of 60-feet

- d. **Infrastructure & Storm water:** The applicant is proposing that Lot 7 Block 3 be dedicated to the City for storm water detention and maintenance.



Exhibit 1

# Memorandum

**To:** Matt Lewis, Planning Division Manager  
**From:** Merrill Quayle PE, Public Works/Development Engineer MB  
**Date:** October 18, 2016  
**Re:** Juniper Reserve Division 1 – City Council Final Plat 11/03/2016

The Public Works Departments have reviewed the final plat/construction drawings application for the above mentioned project and submits that the following changes and items shall be addressed prior to beginning construction.

## 1. Plat

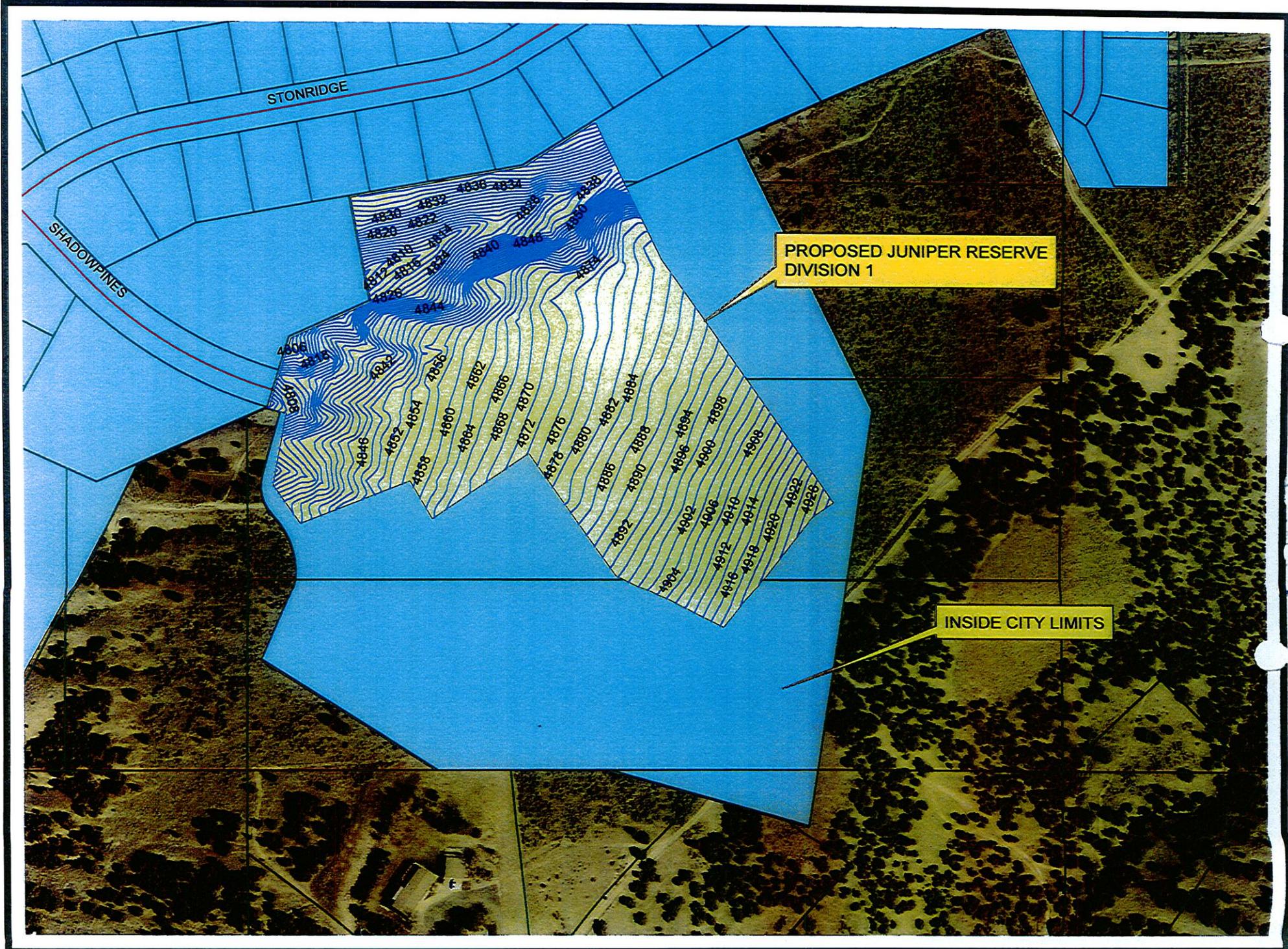
- a. Prior to recording the Plat a more inclusive and comprehensive review shall be done, coordinate all plat correction through Mark Jensen, City of Pocatello City Surveyor.
- b. Subdivision plat shall conform to all state and local laws and ordinances.
- c. Notes on the plat shall be approved by the City of Pocatello City Surveyor and Legal Department prior to recording.
- d. Replace note 2 Easements not depicted:  
All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.
- e. The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello...
- f. Change the Suffix on Stacy from Circle to such as Place, Court.
- g. The boundary of the subdivision shall be marked with 5/8" rebar and stamped 2" aluminum cap.
- h. CCR's shall be submitted to the City for review and approval prior to recording.
- i. Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- j. The plat shall be black opaque ink, no gray scale or color.
- k. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.

## 2. Construction Plans/Infrastructure

- a. Sheet C-5.2 add rock check dam locations (access road drainage) along with where to find the detail 1006-D. With the extension of this subdivision there needs to be access to the lower pond found on Lot 4 Block 4 Partridge Ridge Subdivision 6<sup>th</sup> Addition. Temporary turnarounds need minimum 12.5 foot radii or 35 foot width.
- b. Sheet C-5.3 Hammerhead should be 4% maximum grade and temporary turnarounds need minimum 12.5 foot radii or 35 foot width.
- c. Sheet C-6.1 remove the word Profile from the title box.

- d. Sheet C-6.2 Pavement joint to extend full width of the roadway between subdivisions. Pipe anchors are required on new 24 inch stormwater line with 602-H1 inlet structure. Outlet structure 602-H2 not 602-A. There will need to be an easement placed on the plat for the access road pond located on Lot 1 Block 3.
- e. Sheet C-6.3 ADA ramp at Lot 4 Block 3 shall not be in conflict with future driveway there shall be a minimum of 10 feet separation measured from top of wings. Mail box unit to be moved to the west near the PC and not on the midpoint of curb.
- f. Sheet C-6.4 install sewer main at 90 degrees or show design supporting alignment for future roadway.
- g. Sheet C-6.6 the placement of the proposed fire hydrant appears it may be in conflict with future lot frontage, may look at moving it more to the southeast.
- h. Sheet C-7.1 thru C-7.4 text size is too small cannot read.
- i. Sheet C-7.4 Special fill & compaction requirements shall be established under the outlet structure. Insure a flexible connection at outlet structure and MH.
- j. Sheet C-9.0 Driveways for Lot 4 & 6 Block 2 are acceptable as shown, Lot 5 Block 2 will be the only driveway allowed in the hammerhead. There will be no parking allowed in the hammerhead.
- k. See attached ITD drawing 614-3; add detail showing flowline Profile Detail and add a note to pivot throat of ADA at midpoint.
- l. Stormwater Drainage report needs to verify that Basin A (Partridge Ridge Subdivision 7<sup>th</sup> Addition) was part of the overall calculations. And submit the findings or corrected report.
- m. In the typical street sections add a section for the pond access roads meeting the Portneuf Valley Stormwater Manual and ISPWC. Roadway drainage shall be addressed. Also on sheet D-1.1 look at typical cross section mark-ups.
- n. There appears to be several sections of PVC pipe drawn with horizontal and vertical curves. Pipe fittings shall be used to make horizontal and/or vertical curve adjustments that will exceed one degree per pipe joint in PVC pipe. Deflection within the PVC pipe sections shall not be accepted.
- o. The 1997 uniform building code appendix chapter 33 section 3309 "excavation and grading" shall be followed. For example if grading is in excess of 5,000 cubic yards then a soils engineering report and engineering geology report shall be required at the time of final application.
- p. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
- q. At the time of construction the sediment and erosion control plan must bear the signature and certification number of the individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment. The sediment and erosion control plan shall meet the requirements of the federal construction general permit.
- r. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures.
- s. As-Built Drawings shall be submitted on Arch D (24" x 36").
- t. A "will serve" letter from each serving utilities is required to be submitted to the City.
- u. Utility and street light approval is required by the City.
- v. US Mail box units required and location approved by the Post Master and the City of Pocatello.
- w. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.

# Exhibit 3





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

### FINAL SUBDIVISION PLAT APPLICATION

Submittal Date: 9.29.14  
Staff Contact: ML

City Council Date: 11.3.16  
Receipt Date: 10.4.16

Permit No.: 16-2301  
Receipt #: 2040

Filing Fee: Planning Review \$250 + Survey Review \$250 + (16 lots x \$25) = \$400.00 = Total Due \$900.00

PLANNING REVIEW FEES: \$250.00

SURVEY REVIEW FEES: \$250.00 + \$25.00/lot

ENGINEERING REVIEW FEES: Review fees and construction inspection fees will be required in conjunction with the submittal of required construction drawings.

**Applicant:**

Name: Juniper Land Corp- Billy Satterfield  
Mailing address: 2980 Clearwater  
City, State, Zip: Pocatello, ID 83201  
Phone: 208-221-3400  
Email: billy221-3400@gmail.com

**Engineer/Surveyor:**

Firm & Contact: RMES  
Mailing address: 600 East Oak  
City, State, Zip: Pocatello, ID  
Phone: 208-234-0110  
Email: mitch@rmes.biz

**Project Information:**

Zoning: Residential Low Density Comprehensive Plan Designation: Residential  
Legal Description & Deed Instrument Number: 20717945- See Attache Legal  
Location (Section, Township, Range): NW 1/4 Section 18, T6S, R35E  
General Location: East of Stoneridge Drive at the Extension of Shadowpines  
Total Acreage: 9.59 Total Number of Lots: 16

Proposed Subdivision Name: Juniper Reserve Division 1 Is this a replat?  Yes  No

Replats of existing subdivision lots require the submittal of a copy of the original subdivision plat with the application.

### TERMS AND CONDITIONS

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

This application shall not be considered complete, nor will City Council meeting date be scheduled, until all required information has been submitted and verified by City staff.

If the applicant is not the legal owner of record of the property, then proper authorization from the owner must be submitted with the application.

A copy of the current recorded deed for the property must be submitted with the application.

For Short Plats that require construction drawings for infrastructure improvements, additional City Engineering review and Inspections fees will be required in conjunction with the submittal of required construction drawings.

I hereby acknowledge that I have read this application and state that the above information is correct and agree to the above terms and conditions.

Signature of Applicant: [Signature]

Date: 9/27/16



CITY OF POCATELLO  
PUBLIC WORKS – DEVELOPMENT ENGINEERING  
PO Box 4169, 911 North Seventh Avenue  
Pocatello, Idaho 83205

APPLICATION FOR SUBDIVISION DEVELOPMENT PERMIT

Permit Fee: \$1640.00 Receipt #: 2040 Date: 10.4.16 Permit #: 16-2301

ENGINEERING REVIEW FEES: Public Improvements Plan Review: \$200.00 + \$20.00/lot  
Primary Inspections: 1-10 lots: \$80.00/lot (\$300.00 minimum fee)  
11-20 lots: \$70.00/lot  
21+ lots: \$60.00/lot

Handwritten calculations:  
200 + 20(16) = 520  
70(20) = 1400.00  
1120.00  
\$1920.00  
1640.00

Developer/Owner:  
Juniper Land Corp.- Billy Satterfield  
Name  
2980 Clearwater  
Mailing address  
Pocatello, ID 83201  
City/State/Zip Code  
208-221-3400  
Telephone (work/cell)

Project Engineer:  
J. Mitchell Greer  
Name/Firm/License No.  
RMES, P.E. 8613  
Mailing address  
600 East Oak St.- Pocatello  
City/State/Zip Code  
Pocatello, ID 83201, 208-234-0110  
Telephone (work/cell)

Subdivision Name & Location: Juniper Reserve, Northeast of Stoneridge

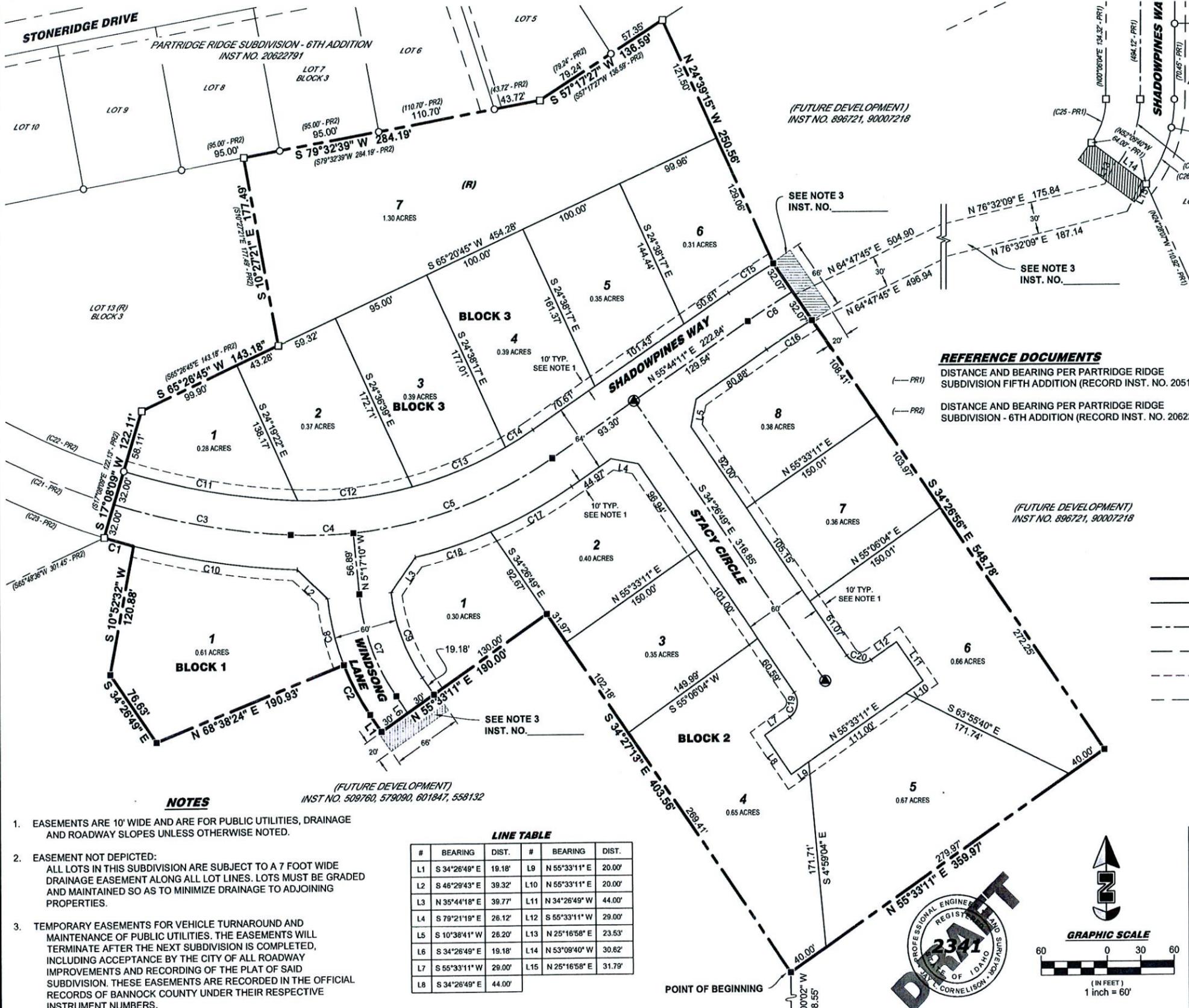
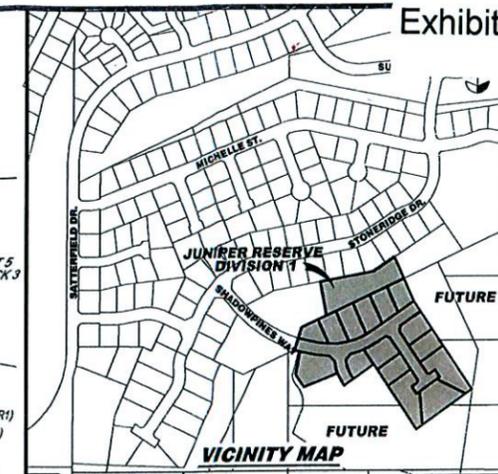
- THE FOLLOWING INFORMATION MUST ACCOMPANY THIS APPLICATION IN ORDER TO BE COMPLETE:**
- A. All required fees must be paid and other specified plans & materials must accompany the application.
  - B. One (1) hard copy and one (1) PDF of the construction/development plans measuring 11"x17" or larger containing the following information:
    - 1. Plans must be stamped and signed by a Professional Engineer licensed in the State of Idaho
    - 2. North arrow and legible scale w/symbols legend and date of preparation.
    - 3. Vicinity map showing project location & a copy of the subdivision plat.
    - 4. Location & dimensions of property lines, adjacent streets, right-of-way width, curb, gutter, sidewalk, & street names.
    - 5. Standard notes, drawings and details pertaining to the development.
    - 6. Site plan w/contours at 2' interval showing existing topography, water features, flood plain, & drainage.
    - 7. Grading & excavation plan w/volume calculations and finished grading contours at 2' intervals & design benchmark.
    - 8. Erosion and Sediment Control (ESC) plan per Pocatello (ESC) Ordinance (section 8.44 Pocatello, Idaho City Code) depicting and noting the total disturbed area to the nearest 0.25 acres.
    - 9. Typical street cross sections showing curbs, gutters, sidewalks, & landscape strips.
    - 10. Rights-of-way w/center-line stationing, easements and dedications with dimensions & uses identified.
    - 11. Utility locations, size & depth w/typical trench details (sewer, water, storm, public utilities & street lights).
    - 12. Storm water calculations and drainage plan in compliance with the City of Pocatello Storm Water Master Plan and Portneuf Valley Storm Water Quality Design Manual.
    - 13. Traffic control plan or analysis (as needed) in accordance with current edition of MUTCD.
  - C. If a representative is submitting the application, an affidavit document evidencing the right to sign and submit items on behalf of the developer/owner is required.

I hereby acknowledge that I have read this application and state that the above information, including all submitted materials, is correct. I further agree to abide by all conditions that may be required for development of this site. I also understand that non-conformance with development conditions in a timely manner will result in automatic forfeiture of the permit. I acknowledge that approval of this application does not permit the violation of any federal or state codes, any section of the Building Code, or other Pocatello Municipal Codes as adopted. I acknowledge that I have the authority to execute this Application.

Developer/Owner: [Signature] Date: 9/27/16  
Project Engineer: [Signature] Date: 9/27/16

# JUNIPER RESERVE DIVISION 1

LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



- REFERENCE DOCUMENTS**
- (—PR1) DISTANCE AND BEARING PER PARTRIDGE RIDGE SUBDIVISION FIFTH ADDITION (RECORD INST. NO. 20515819)
  - (—PR2) DISTANCE AND BEARING PER PARTRIDGE RIDGE SUBDIVISION - 6TH ADDITION (RECORD INST. NO. 20622791)

- LEGEND**
- XX/XX SECTION CORNER AS NOTED
  - XX/XX FOUND 1/4 CORNER AS NOTED
  - FOUND 1/2 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341"
  - FOUND 5/8 INCH REBAR WITH 2 INCH ALUM. CAP STAMPED "RMES PELS 2341"
  - ⊙ FOUND 2 INCH ALUM. CAP STAMPED "RMES PELS 2341" INSIDE MONUMENT VAULT
  - ⊙ SET 2 INCH ALUM. CAP STAMPED "RMES PELS 2341" INSIDE MONUMENT VAULT
  - ⊕ SET 1/2 INCH BY 24 INCH REBAR WITH PLASTIC CAP STAMPED "RMES PELS 2341" (LOT CORNERS AND AT END OF CURVES)
  - ⊕ SET 5/8 INCH REBAR WITH 2 INCH ALUMINUM CAP STAMPED "RMES PELS 2341"
  - 5 / BLOCK 1 SUBDIVISION LOT / BLOCK NUMBER
  - LOT 4 BLOCK 6 EXISTING SUBDIVISION LOT / BLOCK NO.
  - SUBDIVISION BOUNDARY LINE
  - SUBDIVISION LOT LINE
  - STREET CENTERLINE
  - EXISTING SECTION & STREET CENTERLINE
  - EASEMENT SIDELINE
  - EXISTING EASEMENT SIDELINE
  - (R) INDICATES A RESTRICTED LOT. SEE NOTE 4
- BASIS OF BEARING**  
PER CITY OF POCATELLO DATUM BASED ON THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

**NOTES**

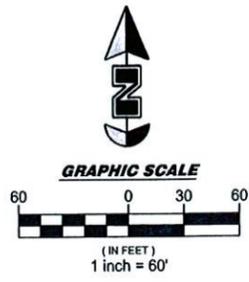
- EASEMENTS ARE 10' WIDE AND ARE FOR PUBLIC UTILITIES, DRAINAGE AND ROADWAY SLOPES UNLESS OTHERWISE NOTED.
- EASEMENT NOT DEPICTED: ALL LOTS IN THIS SUBDIVISION ARE SUBJECT TO A 7 FOOT WIDE DRAINAGE EASEMENT ALONG ALL LOT LINES. LOTS MUST BE GRADED AND MAINTAINED SO AS TO MINIMIZE DRAINAGE TO ADJOINING PROPERTIES.
- TEMPORARY EASEMENTS FOR VEHICLE TURNAROUND AND MAINTENANCE OF PUBLIC UTILITIES. THE EASEMENTS WILL TERMINATE AFTER THE NEXT SUBDIVISION IS COMPLETED, INCLUDING ACCEPTANCE BY THE CITY OF ALL ROADWAY IMPROVEMENTS AND RECORDING OF THE PLAT OF SAID SUBDIVISION. THESE EASEMENTS ARE RECORDED IN THE OFFICIAL RECORDS OF BANNOCK COUNTY UNDER THEIR RESPECTIVE INSTRUMENT NUMBERS.
- LOT 7, BLOCK 3 WILL BE DEDICATED TO THE CITY OF POCATELLO FOR ACCESS AND MAINTENANCE TO A STORMWATER RETENTION POND. THIS LOT CAN AND WILL BE USED FOR FUTURE JUNIPER RESERVE DIVISIONS.

**LINE TABLE**

#	BEARING	DIST.	#	BEARING	DIST.
L1	S 34°26'49" E	19.18'	L9	N 55°33'11" E	20.00'
L2	S 46°29'43" E	39.32'	L10	N 55°33'11" E	20.00'
L3	N 35°44'18" E	39.77'	L11	N 34°26'49" W	44.00'
L4	S 79°21'19" E	26.12'	L12	S 55°33'11" W	29.00'
L5	S 10°38'41" W	26.20'	L13	N 25°16'58" E	23.53'
L6	S 34°26'49" E	19.18'	L14	N 53°09'40" W	30.62'
L7	S 55°33'11" W	29.00'	L15	N 25°16'58" E	31.79'
L8	S 34°26'49" E	44.00'			

W QUARTER CORNER SEC. 18, T. 6 S., R. 35 E., B.M. FOUND 2" ALUM CAP STAMPED LS 5074 RECORDED INST. NO. 94011805

E QUARTER CORNER SEC. 18, T. 6 S., R. 35 E., B.M. FOUND 2" ALUM CAP STAMPED LS 5074 RECORDED INST. NO. 94011804



RECORDING INSTRUMENT NUMBER

**JUNIPER RESERVE DIVISION 1**  
LOCATED IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 6 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

**RMES**  
Engineers • Surveyors • Planners  
301 58th St. W. #138 • Williston, ND 58801 • (701) 572-0110  
600 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110  
www.rmes.biz

REVISIONS	SURVEYED BY: JDC, SRM, JCE
1	OFFICE WORK BY: JLC, SOB
2	FIELD BOOK NO: N/A
PROJECT NO: 15063	DATE: AUGUST 2016
DRAWING:	

SCALE: 1 INCH = 60 FEET SHEET 1 OF 2

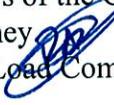


**AGENDA**

**ITEM**

**NO. 11**

## MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney   
RE: Sanitation Department's Rear Load Commercial Collection Trucks Award  
(Piggyback)  
DATE: October 25, 2016

I have reviewed the documents which pertain to the Sanitation Department's Bid Award for two (2) rear load commercial collection trucks and they are in order. These trucks will be purchased via a "piggyback" on a City of Pocatello award in December 2015. This practice is in conformance with the Idaho Code.

It is appropriate to follow the recommendations of Arlyn Rasmussen, Superintendent of Sanitation. If you have any questions, please feel free to contact me.



Sanitation Department  
1121 South 2<sup>nd</sup> Avenue  
Pocatello, Idaho 83201  
Voice 208.234.6193  
Fax 208.234.6155  
www.pocatello.us

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## MEMORANDUM

**TO:** Mayor Blad and City Council members  
**FROM:** Arlyn Rasmussen, Sanitation Superintendent  
**DATE:** October 10, 2016  
**RE:** Request to piggyback bid

I have two (2) rear load commercial collection trucks scheduled for replacement in the FY'17 budget. I've contacted Northwest Equipment to see if they would allow us to piggyback our own City of Pocatello bid awarded 12/17/15, that bid was for the purchase of one (1) 2017 Mack cab/chasse and a Heil 5000 packer body. Northwest Equipment has agreed to honor that bid for the purchase of two (2) 2018 Mack cab/chasse with Heil 5000 packer bodies.

Per truck bid price is \$212,218.00 for a 2018 Mack cab/chasse with Heil 5000 packer body.  
The total cost for (2) \$424,436.00

Piggybacking this bid would allow the department to purchase 2018 trucks at the 2017 price saving a 2% increase associated with the new model year. This savings amounts to \$4,244.00 per truck

I am requesting Mayor and Council to authorize me to piggyback the purchase of **two (2) 2018** rear load commercial collection trucks from that bid.

Funds for the purchase are in the Sanitation FY17 budget.

Cc: Joyce Stroschein, Chief Financial Officer  
Mike Jaglowski, Public Works Director  
Rich Diehl, Deputy Attorney



To: City Of Pocatello Date: October 7, 2016  
 Address: Municipal Building 911N 7th Av. Year: 2018  
 City: Pocatello Make: Mack  
 State / Zip: Idaho, 83205 Model: Mru-613  
 Phone #: 208-234-6193 Serial #: \_\_\_\_\_  
 Email: \_\_\_\_\_

2- 2018 Mack Trucks \$135,819.00 Each \$271,638.00  
 Model MRU-613  
 Specs Per City OF Pocatello Bid (Awarded 12-17-15)

2- 2017 Heil Packer Bodies \$76,399.00 Each \$152,798.00  
 Model Durapack 5000  
 Specs as per City Of Pocatello Bid (Awarded 12-17-15)

**OTHER INFORMATION**

Trucks will be piggy backed from the City Of Pocatello Bid  
 Awarded 12-17-15

**QUOTE**

Price Quoted	\$424,436.00
FOB/Freight	Pocatello
FRET	Exempt
Equipment Total	\$424,436.00
Trade Value	N/A
Pay Off	N/A
Deposit	N/A
Total Down Payment	N/A
Idaho Sales Tax	Exempt
Title Fee	\$0.00
Balance Due	<b>\$424,436.00</b>

This order, when signed is not subject to cancellation by the purchaser except by mutual agreement, in writing, with the dealer, and is understood to cover all agreements between parties relative to this transaction. With respect to the machines and equipment herein ordered, the dealer makes to the purchaser the same and no other warranty than that made to the dealer by the manufacturer. This order is not binding until signed by the purchaser and accepted by the distributor or dealer.

Sales Representative: \_\_\_\_\_

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

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



October 7, 2016

City Of Pocatello  
Sanitation Department  
Attention, Arlyn Rasmussen

Northwest Equipment will honor the price from the City Of Pocatello Bid that was for a 2017 Mack MRU-613 truck with a Heil Durapack 5000 Packer Body that was Awarded 12-17-15. Northwest Equipment will Honor that price for 2 more MRU-613 With Heil Durapack 5000 Packer Bodies.

Thanks

Jerry Shafer  
Branch Manager  
Northwest Equipment Sales Inc.  
2992 Kimberly, Road  
Twin Falls, Idaho 83301  
208-734-3051

Boise, Idaho  
2405 S Janeen Street. 83709  
(208) 362-3400  
Fax: (208) 362-4543

Twin Falls, ID  
2992 Kimberly Road E. 83301  
(208) 734-3051  
Fax: (208) 734-3079

Hermiston, OR  
78273 Westland Road. 97838  
(541) 567-5400  
Fax: (541) 567-8353

**CITY OF POATELLO SANITATION DEPARTMENT  
 TABULATION OF BIDS FOR  
 One (1) 2016 CAB & CHASSIS WITH HEIL DURAPACK 5000 PACKER BODY**

OPENED AT: 911 North 7<sup>th</sup> Avenue, Pocatello, Idaho    AT THIS TIME: 2:00 p.m. M.D.T.    ON THIS DATE: December 2, 2015

	Northwest Equipment	Idaho Falls Peterbilt	Idaho Falls Peterbilt (Autocar)	
Description	Amount	Amount	Amount	
One (1) cab and chassis	\$135,819.00	\$129,647.00	\$161,977.00	
One (1) Heil DuraPack 5000 packer body	\$76,399.00	\$76,399.00	\$76,399.00	
Trade-in allowance	\$25,000.00	\$26,500.00	\$26,500.00	
<b>TOTAL</b>	<b>\$187,218.00</b>	<b>\$179,546.00</b>	<b>\$211,876.00</b>	
MEETS SPECS	Yes	No	No	
DELIVERY DATE	July 15,2016	July 15, 2016	July 15, 2016	
BID SECURITY	Cashier's check	Bid bond	Bid Bond	

**AGENDA**

**ITEM**

**NO. 12**

**DISPUTES REVIEW BOARD THREE PARTY AGREEMENT**

City of Pocatello Water Pollution Control Facility  
Phosphorus Improvement Project

THIS THREE PARTY AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, between:

Pocatello City, hereinafter referred to as the "Owner" acting through the Engineer, HDR Engineering, Inc., and RSCI, hereinafter referred to as the "Contractor", and the Disputes Review Board, hereinafter referred to as the "Board" and consisting of three members, John Millar, PE, (Owner's member), Jeffrey S. Busch, PMP (Contractor's member), and Lynn B. Larsen (jointly selected member).

WITNESSETH, that

WHEREAS, the Owner is now engaged in the construction of the Pocatello Wastewater Treatment Facility; Phosphorus Removal Project; and

WHEREAS, the Owner and the Contractor have elected to establish the operation of a Dispute Review Board to assist the parties in resolving disputes and other controversies; and

WHEREAS, the Board is composed of three (3) members, one selected by the Owner, one selected by the Contractor and the third member selected by the 2 members selected by the Owner and the Contractor who shall preside as the Chair of the Board; and

NOW THEREFORE, in consideration of the terms, conditions, covenants, and agreements contained herein, or attached and incorporated and made part of hereof, the parties hereto agree as follows:

I.  
DESCRIPTION OF WORK

In order to assist in the resolution of disputes and other controversies between the Owner and the Contractor, the parties hereby establish a Disputes Review Board (hereinafter the "DRB"). The intent of the Board is to fairly and impartially consider the disputes placed before it, and to provide written recommendations, to both the Owner and the Contractor, for resolution of these disputes. The members of this Board shall perform the services necessary to participate on this Board in accordance with the Scope of Work.

A dispute will be referred to the DRB when requested by either the Owner or the Contractor but only if agreed to by both parties.

Utilization of the DRB does not relieve the Owner or the Contractor from complying with all Contract terms and conditions, and does not waive any notice or timeliness requirements per Section 00700 Article 12.1 of the Standard General Conditions of the Construction Contract.

The DRB will promptly and impartially consider the dispute or disputes referred to it. The DRB will provide non-binding written findings and recommendations of its dispute review to the Owner and the Contractor.

Although the findings and recommendations of the DRB should carry great weight for both the Owner and the Contractor, they are not binding on either the Owner or the Contractor.

## II. PURPOSE

The purpose of the DRB is to provide an independent and impartial review of the dispute, and provide non-binding written findings and recommendations based on the contract, applicable contract law, industry practices, and the facts presented.

It is not the purpose, nor the responsibility, of the DRB to resolve the dispute. However, the use of this process is anticipated to make a good-faith effort to settle the dispute. Indiscriminate referral of disputes to the DRB without prior attempts by the Owner and the Contractor to resolve them shall be avoided.

Both the Owner and the Contractor shall proceed diligently with the work and comply with all applicable contract provisions while the DRB considers the dispute.

## III. SCOPE OF WORK

The Scope of Work of the Board includes, but is not limited to, the following items of Work:

### A. Construction Site Visits

The Board members may visit the project site to keep abreast of construction activities and to become familiar with the Work in progress. The frequency, time, and duration of these visits shall be mutually agreed upon among the Board, the Owner and the Contractor.

In case of an alleged differing site condition, or specific construction problem, it will be advantageous, but not absolutely necessary, for the Board to personally view any relevant conditions. If viewing by the Board would cause delay to the Project, photographs and descriptions of these conditions, collected by either or both parties, will suffice.

### B. Establish Procedures

During its first meeting at the job site, the Board shall, with the agreement of all parties, establish procedures for the conduct of its routine site visits and its hearings of disputes. Except where otherwise specifically provided for herein, the Rules and Procedures established by the Dispute Resolution Board Foundation shall govern the dispute board processes and ethical considerations.

A one-member DRB may be convened to review a dispute or disputes on a particular project by the agreement of the Owner and the Contractor and if the total amount of the dispute is less than twenty-five thousand dollars (\$25,000.00), both the Owner and the Contractor shall agree to the selection of one member of the DRB panel to serve as the one-member DRB in such cases. If the Owner and the Contractor cannot agree upon which member should act in this capacity then the Chair of the DRB will be selected for that purpose.

#### C. Recommend Settlement of Disputes

Upon receipt by the Board of a written request to review regarding a dispute, presented by agreement of both parties, the Board shall convene a hearing to review and consider the dispute. Both the Owner and the Contractor shall be given a full and adequate opportunity to present their evidence at these hearings.

It is expressly understood that all Board members are to act impartially and independently in the consideration of facts and conditions surrounding any dispute, and that the recommendations concerning any such dispute are advisory and not binding upon the parties.

The Board recommendations shall be based on the pertinent contract provisions and the facts and circumstances involved in the dispute. The recommendations shall be furnished in writing to the Owner, the Contractor and the Engineer.

#### D. Member Replacement

Should the need arise to appoint a replacement Board Member, the replacement shall be appointed in the same manner as the original member was appointed. The selection of a replacement Board member shall begin promptly upon notification of the necessity for a replacement and shall be completed within four (4) weeks. This agreement will be amended to include changes in the Board membership.

### IV. BOARD RESPONSIBILITIES

The Board is organized to recommend settlements for disputes and other controversies between the Owner and the Contractor, arising from the Construction Contract including the contract specifications.

#### A. Criteria

##### 1. Experience:

It is desirable that all DRB members and alternates be experienced with the construction process including design, construction, contract administration, contract law, industry practices and resolution of construction disputes.

It is not necessary that the DRB members be intimately familiar with the specific type of construction involved in the dispute. The DRB may consult technical and legal experts if the need arises, however, such consultation and attendant charges must be approved in advance by the Owner and the Contractor.

All members of the panel shall have attended a one day DRB panel member workshop offered by the Dispute Review Board Foundation, or its substantial equivalent in other training, or shall be a qualified DRB panel member in another state which has training as a prerequisite to qualification for service on DRB panels.

2. Neutrality:

It is imperative that the DRB members be neutral, act impartially, and be free of any conflict of interest.

For purposes of this subparagraph, the term “members” also includes the member’s current primary or full-time employer, and “involved” means having a contractual relationship with either the Owner or the Contractor, or with another entity such as a subcontractor, architect, engineer, or construction manager.

3. Prohibitions, disqualifying relationships for DRB members in general:

Any substantial financial interest involved in the current Wastewater Pollution Control Facility Phosphorus Improvement Project that suggests partiality;

Any close professional or personal relationship with key employees of the Owner, the Contractor that suggests partiality;

Any past history with the Owner, the Contractor, or representatives of the City that suggests partiality.

4. Prohibitions, disqualifying relationships for DRB members regarding the dispute and construction contract at issue:

Any ownership interest in any entity involved in the construction contract, or a financial interest in the contract, except for payment for services on this DRB;

Previous employment by, or financial ties to, any party involved in the construction contract within a period of one (1) year prior to the award of the contract, except for fee-based consulting services on other projects;

A close professional or personal relationship with any key member of any entity involved in the construction contract which, in the judgment of either the Owner or the Contractor, suggests partiality;

Prior involvement in the construction contract of a nature that could compromise that member's ability to participate impartially in the DRB's activities;

Discussion concerning, or the making of, an agreement with any entity involved in the construction contract regarding employment after the dispute review is completed;

Any provisions of Section IV(A)(4) may be waived by mutual written agreement of the Owner and the Contractor.

#### 5. Disclosure Statement:

Prior to service on each individual dispute review, all DRB members will be required to submit complete disclosure statements for the approval of both the Owner and the Contractor. Each statement shall include a declaration describing all past, present, and anticipated or planned future relationships, including indirect relationships through the prospective member's primary or full-time employer, to this project and with all parties involved in the contract, including subcontractors, suppliers, design professionals, and consultants. Disclosure of close professional or personal relations with all key members of all parties to the contract shall be included.

Each Board member shall be required to secure and submit a Disclosure Statement in a form attached hereto and incorporated herein by reference prior to entering into this Dispute Review Agreement.

Prior to the request for review, the Board will encourage settlement of differences at the job level.

Except for providing the services required in the agreement, the Board and its individual members shall refrain from giving any advice to either party concerning conduct of the Work or the resolution of problems.

The request for review shall state clearly and in full detail the specific issues of the dispute to be considered by the DRB, and include an estimate as to when the requesting party would be ready to submit its final position and dispute documentation to the DRB and the other party.

If the Owner and the Contractor mutually agree to submit the dispute to the DRB, the Owner will promptly submit the request for review to the DRB chairperson.

After conferring with both the Owner and the Contractor, the DRB chairperson will establish a submittal schedule for the submission by both parties of the documentation in the dispute record and for the submission of the parties' position statements so that adequate time is allowed for the submissions before the presentation.

## 6. Presentation:

Unless otherwise agreed by the Owner and the Contractor, and the DRB, the presentation will be conducted at the City Hall offices or the Wastewater Pollution Control Facility in Pocatello, Idaho. Private deliberations of the DRB may be held at any convenient location.

The Owner and the Contractor shall have representatives in attendance at all presentations. The Contractor will present its position first, followed by the Owner. Each party will be allowed successive rebuttals until all aspects are fully covered. The DRB members, the Owner and the Contractor may ask questions, request clarification, or ask for additional data. In difficult or complex cases, additional dates for presentations may be necessary in order to facilitate full consideration and understanding of all the evidence presented by both parties. Both the Owner and the Contractor shall be provided adequate opportunity to present their evidence, documentation, and testimony regarding all issues before the DRB except all contract related documents referenced in Section VI(A), no documents, materials, reports, analysis or other information of any type shall be referenced in the presentations or considered by the DRB in its review unless the same is contained in the dispute record.

Unless otherwise agreed to in writing by the Owner and the Contractor, the position statements, presentations, and review will relate to the issue(s) of entitlement only. When the Owner and the Contractor agree in writing that the DRB will review or give guidance on issues of quantum as well as entitlement, both the Owner and the Contractor will complete the presentations on entitlement before quantum is presented.

Normally, a formal transcript of the presentation(s) will not be prepared. When requested by either the Owner or the Contractor, the DRB may allow recordation and transcription by a court reporter with the cost to be allocated as agreed by the Owner and the Contractor. Such transcript, when prepared, will not constitute the official record of the DRB review. The record prepared by the DRB shall be the official record of the DRB review. The DRB may provide for audio or video recordings of the presentations for DRB use only.

Attorneys will be allowed to attend the presentations and offer advice to their clients. No other participation by attorneys at the presentations will be permitted.

If either the Owner or the Contractor fails to appear before the DRB on the date scheduled for the presentations without justifiable cause, the party that is in attendance shall prevail in their position on the dispute.

## 7. Findings and Recommendations:

The findings and recommendations of the DRB concerning any dispute are non-binding but admissible in the subsequent proceeding involving the same issue.

It is not the responsibility of the DRB to resolve the dispute. That responsibility remains with the Owner and the Contractor. The findings and recommendations of the DRB shall be based upon the contract, applicable contract law, industry practices and the facts. The DRB must also evaluate whether the burden of proof has been met.

The DRB's findings and recommendations will be provided in writing to both the Owner and the Contractor, by certified mail return receipt requested, within thirty (30) days of the completion of the presentations. The DRB should set forth, as clearly as possible, the logic and reasoning behind its findings and recommendations. The findings and recommendations will address entitlement only, unless it is mutually agreed that the DRB will be asked to review or give guidance on issue(s) of quantum as well as entitlement. In difficult or complex cases, and in consideration of the DRB's schedule, this time may be extended by mutual agreement of the DRB, the Owner and the Contractor.

If the DRB has been requested by the Owner and the Contractor to review issues of quantum, and the exact value of the quantum cannot be determined expeditiously by the DRB, then quantum may be addressed in the DRB's analysis and findings and recommendations by providing guidelines to be used to determine the quantum. The Owner and Contractor will then subsequently make the determination of quantum. If there is still disagreement between the Owner and the Contractor, then this disagreement may then be submitted back to the DRB for further analysis and findings.

If the DRB is unable to reach unanimity in its findings and recommendations, the Owner and the Contractor will be advised of that fact in the written report of the DRB. A dissenting member shall prepare a minority report to be included in the DRB report.

#### 8. Acceptance or Rejection:

Within seven (7) calendar days of the date of the DRB's findings and recommendations, both the Owner and the Contractor will provide, by certified mail return receipt requested, written notice to the other and to the DRB of acceptance or rejection of the DRB's findings and recommendations. If, with the aid of the DRB's findings and recommendations, the Owner and the Contractor are able to resolve their dispute, the Owner will promptly process any required Contract changes.

If either the Owner or the Contractor rejects the findings and recommendations of the DRB, the dispute will continue under the administrative process of Section 00700 Article 17.01 of the Standard General Conditions of the Construction Contract. Subsequent dispute submittal time frames and review time frames may be revised by mutual written agreement of the Owner and the Contractor or if they are unable to agree, shall be established by the Owner.

#### 9. Clarification and Reconsideration:

Should the dispute remain unresolved because of a bona fide lack of understanding of the findings and the recommendations, either the Owner or the Contractor may, within

the seven (7) calendar day period following the date of the DRB's findings and recommendations, request in writing, by certified mail return receipt requested, that the DRB clarify specified portions of its findings and recommendations.

10. Admissibility:

If the DRB's findings and recommendations do not resolve the dispute, the Contract, the written analysis and findings and recommendations, including any minority report, and the qualifications of the DRB members will be admissible as evidence to the extent permitted by law in any subsequent dispute resolution proceeding or forum to establish (a) that a DRB considered the dispute, (b) the qualifications of the DRB members, and (c) the DRB's findings and recommendations that resulted from the process.

V.  
CONTRACTOR RESPONSIBILITIES

Except for its participation in the Board's activities as provided in the Contract and in this agreement, the Contractor shall not solicit advice or consultation from the Board or its members on matters dealing with the conduct of the Work or resolution of problems.

The Contractor shall furnish to each Board member one (1) copy of all documents it has, other than those furnished by the Owner, which are pertinent to the performance of the Board.

VI.  
OWNER RESPONSIBILITIES

Except for its participation in the Board's activities as provided in the Contract and in this agreement, the Owner shall not solicit advice or consultation from the Board or its members on matters dealing with the conduct of the Work or resolution of problems. The Owner shall be represented in the proceedings by its Consultant, HDR Engineering and the City's Attorney. However, the Owners will also be allowed to present evidence in addition to their representation by its Consultant.

A. Contract-Related Documents

The Owner shall furnish each Board member one (1) copy of all Contract documents, including but not limited to, the Specifications, Plans, all Addenda to the Specifications and Plans, geotechnical design summary report(s), progress schedule and updates, weekly progress reports, Change Orders, and other documents pertinent to the performance of the Contract and necessary to the Board's work.

B. Coordination

The Owner will, in cooperation with the Contractor, coordinate the operations of the Board.

### C. Services

The Owner will arrange for or provide conference facilities at or near the site and provide secretarial and copying services.

## VII. TIME FOR BEGINNING AND COMPLETION

The Board shall be active throughout the duration of the Project. It shall begin operation upon written authorization of the Owner following execution of this Agreement and shall terminate its activities on completion of the Project after final payment is made.

Except for choosing a third member by the first two members, the Board members shall not begin any work under the terms of this agreement until authorized in writing by the Owner.

## VIII. PAYMENT

### A. DRB Services and Expenses

The Owner and the Contractor shall bear the costs and expenses of the DRB equally.

All DRB members shall be compensated at the same daily and hourly rate.

Preauthorized time spent on-site, at hearings, at meetings, or reviewing the dispute away from the project site – each DRB member will be compensated for actual time spent at the rate of \$150.00 per hour with a maximum of \$1,500.00 per day. This rate shall include all normal incidental expenses such as telephone, fax, postage, courier, printing, and computer services. The DRB activity must be preauthorized by both the Owner and the Contractor.

The first two members will be reimbursed for their time and expenses devoted to choosing the third member.

Travel time to and from preauthorized meetings – Each DRB member will be compensated for actual travel time to and from DRB meetings at the rate of \$60.00 per hour with a maximum of \$300.00 each way.

Travel expenses – travel expenses will be reimbursed at standard State of Idaho rates for transportation, lodging, and meals for each day, or portion thereof, that the DRB member is travelling to or from, or attending, an authorized DRB activity.

Per Diem Guidelines – All travel will be paid per diem according to the rates established by the Federal Government Services Administration (GSA).

The Owner will provide, at no cost to the Contractor, administrative services such as a conference room and secretarial services for the DRB.

#### B. Payments

Each Board member may submit invoices for payment for Work completed not more often than once per month during the progress of Work. Such invoices shall be in a format approved by the Owner and the Contractor, and accompanied by a general description of activities performed during that period. The value of Work accomplished for payment shall be established from the billing rate and hours expended by the Board member together with direct, non-salary expenses. Satisfactorily submitted invoices shall be paid within 30 days.

The Contractor shall pay the invoices of all Board Members after approval by both the Owner and the Contractor. The Contractor will then bill the Owner for one-half of such invoices. The Owner will then make payment to the Contractor. Payments shall constitute full compensation for work performed and services rendered, and for all materials, supplies, and incidentals necessary to serve on the Board.

There will be no markups applied to expenses connected with the DRB, either by the DRB members or by the Contractor when requesting payment of the Owner's share of the DRB's expenses. Regardless of the DRB recommendation, neither the Owner nor the Contractor shall be entitled to reimbursement of DRB costs from the other party.

If the DRB desires special services such as legal, technical, or other expert assistance or testimony, or other consultation, accounting, data research, and the like, both the Owner and the Contractor must agree to provide the special service, and the procedures under the heading, **Deliberations of the Dispute Resolution Board Foundation**, will be followed.

The cost records and accounts pertaining to this Agreement shall be kept available for inspection by representatives of the Owner or the Contractor for five (5) years after final payment.

#### IX. ASSIGNMENT

Board members shall not assign any of the Work in this agreement.

#### X. TERMINATION OF AGREEMENT

This Agreement may be terminated by mutual agreement of the Owner and the Contractor at any time upon not less than four (4) weeks written notice to other parties.

Board members may withdraw from the Board by providing four (4) weeks written notice. Board members may be terminated for or without cause only by their original appointer; the Owner may only terminate the Owner-appointed member, the Contractor may only terminate the

Contractor-appointed member, and the first two members must agree to terminate the third member.

## XI. LEGAL RELATIONS

The parties hereto mutually understand and agree that each Board member, in the performance of his duties on the Board, is acting in the capacity of an independent agent and not as an employee of either the Owner or the Contractor.

Each DRB member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, the Owner and the Contractor agree that to the fullest extent permitted by law, each DRB member shall be accorded quasi-judicial immunity for any actions or decisions associated with the review and findings and recommendations for dispute referred to the DRB. No DRB member may be called as a witness by either the Owner or the Contractor in subsequent proceedings on the dispute. Other than the findings and recommendations of the DRB, all records, proceedings and deliberations of the DRB are to be kept confidential to the fullest extent permitted by law. The DRB shall, upon completion of the project, turn all records of the DRB over to the Owner for storage and preservation in accordance with the Owner's policy and state law.

Each DRB member shall by agreement be held harmless for any personal or professional liability arising from or related to the DRB' activities. To the fullest extent permitted by law, the Owner and the Contractor will indemnify all DRB members for disputes, losses, costs and damages (including reasonable attorneys' fees) for bodily injury, property damage, or economic loss arising out of or related to the DRB members carrying out DRB functions. This indemnity is a joint and several obligation of the Owner and the Contractor.

## XII. DISPUTES REGARDING THIS THREE PARTY AGREEMENT

Any dispute among the parties hereto, arising out of the Work or other items of this agreement, which cannot be resolved by negotiation and mutual concurrence between the parties, shall be referred to the Sixth Judicial District Court of Bannock County, Idaho as provided in Section XIII following.

## XIII. VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties hereto agree that any such action shall be initiated in the Sixth Judicial District Court of Bannock County. The parties hereby agree that all questions shall be resolved by application of Idaho law and that the parties to such action shall have the right to appeal from such decisions of the Sixth Judicial District Court in accordance with the laws of Idaho.

In the event the Owner and/or the Contractor choose to engage in litigation, the parties agree that the Board members will not be called to testify in the litigation proceedings. However, the Board's written advisory recommendations may be entered by either the Owner or the Contractor as evidence in the litigation.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

OWNER'S BOARD MEMBER

CONTRACTOR'S BOARD MEMBER

\_\_\_\_\_  
JOHN MILLAR, P.E.

\_\_\_\_\_  
JEFFREY S. BUSCH, PMP

THIRD BOARD MEMBER

\_\_\_\_\_  
LYNN B. LARSEN

RSCI

CITY OF POCA TELLO

\_\_\_\_\_  
Zeke Johnson, P.E.

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

**DISPUTES REVIEW BOARD THREE PARTY AGREEMENT  
ATTACHMENT "A"**

**Board Member Contact Information and Services Rate Sheet**

Board Members:

Owner's Board Member

John W. Millar, PE  
523 Edith Circle  
Rexburg, Idaho 83440  
(208) 716-1329  
[John.millar@rexburg.org](mailto:John.millar@rexburg.org)

Contractor's Board Member

Jeffrey S. Busch, PMP  
17255 Chapin Way  
Lake Oswego, Oregon 97034  
(503) 481-1538  
[Busch@teleport.com](mailto:Busch@teleport.com)

Third Board Member

Lynn B. Larsen  
Larsen Analytics  
PO Box 540694  
Salt Lake City, Utah 84054-0694  
(801) 541-9155  
[lynn@larsenanalytics.com](mailto:lynn@larsenanalytics.com)

SAMPLE  
Letterhead  
Date

City of Pocatello  
Owner's Engineer: HDR Engineering, Inc.

RSCI  
Contractor's Contact: Zeke Johnson, PE

RE: City of Pocatello Water Pollution Control Facility  
Phosphorus Improvement Project

Dear Sirs:

The following statements are based upon my understanding that the Owner of the project is the City of Pocatello, Water Pollution Control Facility, the Designer is HDR Engineering, Inc. and the Construction Manager is RSCI with the major subcontractors and suppliers being \_\_\_\_\_

In accordance with the contract specifications related to disclosure statements by nominees to the Dispute Review Board, I hereby state that:

I have had no previous involvement with this project. *(or describe all previous involvement)*

I do not have any financial ties to any party directly or indirectly involved in the contract, nor any financial interest in the contract. *(or describe any previous financial ties)*

Except for previous fee-based consulting services and serve as a Dispute Resolution Board Member on other projects, I have never been employed by any party directly involved in the contract. *(or describe such employment)*

I do not presently have or have not in the past had a close professional or personal relationship with any key member of any party directly or indirectly involved in the contract. *(or describe all close professional or personal relationships)*

I am willing and available to serve on this Dispute Resolution Board.

My resume and tabulation of the Dispute Relation Board experience are attached.

Sincerely,

\_\_\_\_\_  
Board Member

**AGENDA**

**ITEM**

**NO. 13**

**MEMORANDUM**

TO: Brian C. Blad, Mayor; Members of the City Council  
FROM: Rich Diehl, Deputy City Attorney  
RE: Self-Contained Breathing Apparatus (SCBA) Purchase (PFD)  
DATE: August 23, 2016

I have reviewed the documents which pertain to the above-referenced purchase on a sole source basis for the SCBAs from MSA. It is my opinion that it is appropriate to pursue this via sole source under Idaho Code § 67-2808 (2) (ii) since the compatibility between the PFD's current equipment and the equipment to be purchased is paramount.

Requirements for the sole source purchase is that the City Council declare that there is only one (1) vendor for the SCBAs (due to compatibility), and that Notice of this declaration be published in the ISJ at least fourteen (14) days before awarding the contract to MSA. If you have any questions, please feel free to contact me.

408 EAST WHITMAN  
POCATELLO, ID 83201



208.234.6201  
FAX: 208.233.4043

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### Executive Summary

The Council authorized \$85,000, in the FY16 budget, for the Fire Department to replace aging Self Contained Breathing Apparatus (SCBAs) that are experiencing increasing failures. The initial intention was that these funds would be used in a lease purchase of a then estimated \$339,700 purchase. During FY17 budget development, the council authorized an additional \$254,700 to be combined with the already budgeted \$85,000 to enable an outright purchase of the replacement SCBAs for a total of \$339,700 based on the original estimate.

The department established a SCBA evaluation committee who evaluated multiple manufacturers' systems. The committee strongly recommended staying with MSA, and the MSA G1 system as their system of choice. The committee further considered that the majority of our current air bottles had significant life remaining and were not in need of immediate replacement, saving nearly \$100K. Furthermore, this sets the department up for a better system of bottle replacement going into the future. At the manufacturers recommendation (see attached MSA letter) the SCBA system and bottles are designed and tested as an integrated total system, thus the fire staff considers this a sole source purchase and does not require a formal bid process.

Further evaluation by the SCBA evaluation committee identified additional items as well as additional auxiliary safety equipment necessary to ensure a complete replacement of our SCBAs and provide for vital safety features, Specifically;

SCBA Bottles – 60 of our 115 bottles were identified as exceeding design life criteria in the next 5 years. It was identified that 12 bottles per year need to be replaced in order to maintain the current inventory. This cost increased the bid by \$13,344/year for a total of \$26,688.

SCBA Bottle Retainers, Quick Connects Quick Connect Fill Station – These items convert our current threaded connection bottles to quick couplings, allow our charging stations to connect to the new connection design and allow the extended life of our current 115 bottles. The original bid only identified 100 bottles. 15 additional bottles were later identified. The additional cost is \$5,980.

Rechargeable Battery Packs – The selection committee, after further consideration, believed it was highly beneficial to equip our frontline SCBAs with rechargeable battery packs in lieu of utilizing standard batteries which would constantly need to be changed. These battery packs power the heads-up system display in the mask. The additional cost for the battery packs and charging stations is \$10,320.

Emergency Accessories – The selection committee, after further consideration, also believed that the trans-fill



hose, pouch, and RIT regulator are important safety features that were not included in the original bid. The additional cost for these features is \$ 13,220. This feature added \$5,500 to the original estimate.

Integrated Thermal Imaging Cameras (TICs) were not available at the time of the initial estimate and have since become available. TICs have long established themselves as a vital tool to firefighters working in smoke filled, vision obscuring environments, allowing them to “see” when normally they could not. The fire staff recommends purchasing 8- integrated TICs to be available for each fire crew during interior fire attack. This feature adds \$20,000 to the original estimate.

The inclusion of the additional bottles, system and safety features brings the total purchase price to \$415,908.20, which is \$ 76,208.20 above the original estimate. It is fire staff’s recommendation to execute the replacement purchase of SCBAs in two parts. The first purchase of the Face Masks, 12 bottles and Auxiliary Equipment for \$80,164.20 would be executed during the FY16 budget expending the majority of the budgeted \$85,000. The second purchase would be for the 63 SCBA Packs, 12 additional bottles and TICs for \$335,744 and would be executed during the FY17 budget.

**Summary of Purchase**

		MSA Quotes	
Qty			
115	Bottle Retainer	\$ 53.00	\$ 6,095.00
115	Quick Connect	\$ 50.00	\$ 5,750.00
9	Quick Connect Fill Station	\$ 492.80	\$ 4,435.20
10	Trans-fill hose Kit	\$ 550.00	\$ 5,500.00
24	Pouch only	\$ 195.00	\$ 4,680.00
4	RIT Regulator G1	\$ 760.00	\$ 3,040.00
12	Low Profile Bottle	\$ 1,112.00	\$ 13,344.00
30	Rechargeable Battery	\$ 264.00	\$ 7,920.00
90	G1 Masks	\$ 300.00	\$ 27,000.00
5	Charging Stations	\$ 480.00	\$ 2,400.00
<b>FY16 Purchase</b>			<b>\$ 80,164.20</b>
63	G1 Packs	\$ 4,800.00	\$ 302,400.00
12	Low Profile Bottle	\$ 1,112.00	\$ 13,344.00
8	Integrated TIC	\$ 2,500.00	\$ 20,000.00
<b>FY17 Purchase</b>			<b>\$ 335,740.00</b>
<b>Total Quote</b>			<b>\$ 415,908.20</b>

**Attachments:**

Weidner Fire Quotation 1110433 - \$80,164.20

Weidner Fire Quotation 1109832 - \$335,740.00

MSA Letter - System Design and Testing

Legal Memorandum – Sole Source



*Dedicated to preserving life and property through public education and professional, compassionate response*



135 WEST 7065 SOUTH  
 Midvale, UT 84047  
 tel: 801.565.9595  
 fax: 801.565.9598  
 weidnerfire.com  
 sales@weidnerfire.com

# QUOTATION

Page: 1

**Quotation For:**

Pocatello Fire Dept.  
 408 East Whitman  
 Pocatello ID 83201  
 Ph: (208) 234-7072

**Fx:**

**Quotation#:** 1110433  
**Revision#:** 1  
**Date:** 07/28/16

**Attn:** E-Mail: dgates@pocatello.us  
 Ref: G1 SCBA Accessories

**Please Address Order To:**

Weidner Fire  
 135 West 7065  
 Midvale UT 84047

**FOB:** Shipping Point  
**Delivery:** 60 Days ARO  
**Salesman:** Roger Crane  
**Validity:** 30 DAYS  
**Terms:** NET 30 DAYS

We are pleased to propose the following items for your consideration. If you have any questions, please call our office at (801) 565-9595.

Item	Qty	Part#/Description	Unit Price	Total Price
1	115	10158401 MSA G1 Kit, Retainer, Cyl Valve, Type 4	53.00	6,095.00
2	115	10149702-SP MSA Quick Connect Adapter for 4500/5500 psi cylinders	50.00	5,750.00
3	30	10148741-SP MSA G1 Rechargeable Battery (Charger not included)	264.00	7,920.00
4	5	10158385 MSA G1 Smart Charging Station - 6 Unit Charger	480.00	2,400.00
5	10	10156468 Quick Fill Hose Kit, G1, Three ft. hose in pouch	550.00	5,500.00
6	9	10162403 MSA QUICK CONNECT FILL STATION ADAPTER TO 1/4 NPT F 5000 PSIG	492.80	4,435.20
7	24	10156467-SP Pouch Only, Quick-Fill, G1, Right	195.00	4,680.00
8	4	10165336 KIT, CONVERSION, REG, RESCUEAIRE II G1	760.00	3,040.00
9	90	A-G1FPPM1M401 MSA G1 Facepiece Application: Fire Size: Medium Material: Hycar	300.00	27,000.00

\*\*\*\*\* CONTINUED ON PAGE 2 \*\*\*\*\*



135 WEST 7065 SOUTH  
 Midvale, UT 84047  
 tel: 801.565.9595  
 fax: 801.565.9598  
 weidnerfire.com  
 sales@weidnerfire.com

# QUOTATION

Page: 2

Quotation#: 1110433  
 Revision#: 1  
 Date: 07/28/16

Item	Qty	Part#/Description	Unit Price	Total Price
		Nosecup: Medium Head Harness: 4 pt Adjustable Neckstrap: None Regulator Connection: Fixed Push-to-Connect		
10	12	10156424-SP MSA G1 4500 PSI 45-Min Low-Profile Cylinder	1,112.00	13,344.00

Quote Total: 80,164.20

Freight charges and Sales Tax will be added to the invoice, if applicable. If this purchase is Tax Exempt, a Certificate must be received with your Purchase Order.

By: Troy McBride for Roger Crane



135 WEST 7065 SOUTH  
 Midvale, UT 84047  
 tel: 801.565.9595  
 fax: 801.565.9598  
 weidnerfire.com  
 sales@weidnerfire.com

# QUOTATION

Page: 1

**Quotation For:**

Pocatello Fire Dept.  
 408 East Whitman  
 Pocatello ID 83201  
 Ph: (208) 234-6201

Fx: (208) 233-4043

Quotation#: 1109832  
 Revision#:   
 Date: 07/28/16

Attn: E-Mail: dgates@pocatello.us  
 Ref: MSA G1 SCBA

**Please Address Order To:**

Weidner Fire  
 135 West 7065  
 Midvale UT 84047

FOB: Shipping Point  
 Delivery: 90 Days ARO  
 Salesman: Roger Crane  
 Validity: 30 DAYS  
 Terms: NET 30 DAYS

We are pleased to propose the following items for your consideration. If you have any questions, please call our office at (801) 565-9595.

Item	Qty	Part#/Description	Unit Price	Total Price
1	63	A-G1FS441MA2C2LAR MSA G1 SCBA System Pressure: 4500 PSIG Cylinder Connection: Quick connect remote connection Harness: Standard w/o chest strap Cradle Type: Metal Band Lumbar Type: Adjustable Swiveling Lumbar Pad Regulator Type: Solid Cover Left Shoulder Regulator Hose Type: Continuous Emergency Breathing Support: ExtendAire II Speaker Module: Left Chest PASS: Right Shoulder Battery Type: Rechargeable	4,800.00	302,400.00
2	8	INTEGRATED TIC - CONTROL MODULE Estimated Ship Date August 1 2017	2,500.00	20,000.00
3	12	10156424-SP MSA G1 4500 PSI 45-Min Low-Profile Cylinder	1,112.00	13,344.00
			<b>Quote Total:</b>	<b>335,744.00</b>

Freight charges and Sales Tax will be added to the invoice, if applicable. If this purchase is Tax Exempt, a Certificate must be received with your Purchase Order.

By: Jordan Hicks for Roger Crane



Mine Safety Appliances Company · 1000 Cranberry Woods Drive · Cranberry Woods, PA 16066

Telephone: (877) MSA-FIRE

Writer's Direct Dial  
303-837-3271

June 2, 2016

Pocatello City Fire Department  
408 East Whitman  
Pocatello, ID 83201

Pocatello City Fire Department:

Per OSHA and NIOSH Standards, an MSA self-contained breathing apparatus (SCBA) should only be operated with an MSA-brand cylinder.

Firefighting SCBA are tested at the NIOSH laboratory to meet NFPA requirements with the same brand cylinder as the SCBA, therefore, the SCBA are only authorized to be used with cylinders manufactured by the same manufacturer of the SCBA.

Operating an MSA SCBA with any brand of cylinder other than MSA violates NFPA standards and voids any warranties from MSA.

Kind Regards,

John Wickersheim  
MSA – Territory Manager  
303-837-3271