

AGENDA

CITY OF POCATELLO REGULAR CITY COUNCIL MEETING

MARCH 20, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

The meeting will be live-streamed at <https://streaming.pocatello.gov/> and available on Sparklight Cable channel 56

In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; [208-234-6248](tel:208-234-6248); or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

Any citizen who wishes to address the Council shall first be recognized by the Mayor, and shall then give their name for the record. If a citizen wishes to read documentation of any sort to the Council, they shall first seek permission from the Mayor. A three (3) minute time limitation is requested for Council presentations.

The purpose of the agenda is to assist the Council and interested citizens in the conduct of this public meeting. **Citizens should examine the agenda for the item of their interest. However, citizens are advised that only Public Hearings allow for public comment during the discussion/consideration process.**

RECESS: In the event the meeting is still in progress at 7:30 p.m., the Mayor may call a

ten-minute recess to allow Council members and participants a brief rest period.

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Pastor Jonathan Dinger, representing Grace Lutheran Church.

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. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the Special City Council meetings of March 6 and March 13, 2025.

(b) **MATERIAL CLAIMS:** Council may wish to approve the Material Claims for the period of March 1-15, 2025.

(c) **HISTORIC PRESERVATION COMMISSION APPOINTMENT:** Council may wish to confirm the Mayor's appointment of Darrell Buffaloe to serve as a member of the Historic Preservation Commission, replacing Tabatha Butler whose term expired. Darrell's term will begin March 21, 2025 and expire March 21, 2028.

(d) **HOUSING ALLIANCE AND COMMUNITY PARTNERSHIPS REAPPOINTMENT:** Council may wish to confirm the Mayor's reappointment of Raina Patterson to continue serving as a member of the Housing Alliance and Community Partnerships Board. Raina's term will begin April 23, 2025 and expire April 23, 2030.

(e) **COUNCIL DECISION - BARTON VILLAS SUBDIVISION APPROVAL:** Council may wish to adopt its decision approving the

subdivision of approximately 1.10 acres of land into thirteen (13) lots and two (2) stormwater/non-buildable lots, generally located in the 800 Block of Barton Road, subject to conditions.

(f) **COUNCIL DECISION - WESTERN SKIES DIVISION 4 SUBDIVISION**

APPROVAL: Council may wish to adopt its decision approving the subdivision of approximately 6.94 acres of land into twenty-eight (28) single-family lots, generally located west of I-15 and north of Western Skies Division 3 Subdivision, subject to conditions.

(g) **DECLARATION OF SURPLUS PROPERTY - BICYCLES IN POLICE**

STORAGE: Council may wish to declare 12 bicycles currently in Police storage as surplus property, and approve the donation of said items to Bicycles for Recovery in accordance with City policy and current Memorandum of Understanding and authorize the Mayor's signature on all applicable documents pertaining to the donation, subject to Legal Department review.

Documents:

AGENDA-ITEM-3.PDF

4. 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. TAXICAB LICENSE DENIAL APPEAL - JOHNSON

Ronald Johnson will be present to appeal the denial of his taxicab license application, which was denied by the Pocatello Police Department.

(ACTION ITEM)

7. FISCAL YEAR 2025 PROGRAM OF PROJECTS - PUBLIC

TRANSIT

Council may wish to approve the 2025 Operating and Capital Program of Projects for Public Transit's Urban and Rural services and authorize the Mayor and City Attorney to PIN the Grant Certifications (5307) and authorize the Public Transit Director to make necessary amendments and modifications related to the grants as required, subject to Legal Department review for the following: **(ACTION ITEM)**

- a) Federal Transit Administration Urban Grant (5307) in the amount of \$1,445,534.00 for Fiscal Year 2025 with a local share of \$848,884.00; and
- b) Federal Transit Administration Rural Idaho Transportation Department Grant (5311) in the amount of \$791,395.00 for Fiscal Year 2025 with a local share of \$347,893.00. No City funds are used for the Rural Program.

Documents:

AGENDA-ITEM-7.PDF

8. DONATION ACCEPTANCE - SOUTHEAST IDAHO SKATEPARK ASSOCIATION

Council may wish to accept a donation in the amount of \$25,000.00 from the Southeast Idaho Skatepark Association, and apply those funds to add a feature to the quarter pipe, a stair set and additional entrance to the new Optimist Skatepark. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. WPC LIFT STATION PUMP PURCHASE - MCKINLEY LIFT STATION

Council may wish to accept the recommendations of staff and approve the purchase of a new Fairbanks pump, submersible motor and components from C. H. Spencer, LLC to replace the existing pump at the McKinley Lift Station. The quoted cost of the equipment is \$64,725.39. Funds are available in the

FY2025 WPC budget for this expenditure. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. BID ACCEPTANCE AND CONTRACT FOR HIGH COUNTRY TANK REPLACEMENT PROJECT - WATER DEPARTMENT

Council may wish to accept the recommendations of staff and award the bid for High Country Tank Replacement Project to MD Nursery and Landscaping, Inc. in the amount of \$3,955,852.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funds are available in the Water Department Fiscal Year 2025 budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-10.PDF

11. PROFESSIONAL SERVICE TASK ORDER #7, AMENDMENT #1 FOR SERVICES DURING CONSTRUCTION - HIGH COUNTRY TANK REPLACEMENT PROJECT - WATER DEPARTMENT

Council may wish to accept the recommendations of staff and approve Task Order #7, Amendment #1, under the existing On-Call Engineering Services Agreement between the City of Pocatello and Keller Associates in the amount of \$205,460.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funds are available in the Water Department Fiscal Year 2025 budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-11.PDF

12. ITEMS FROM THE AUDIENCE

This time as been set aside to hear items from the audience 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.)

13. ADJOURN



**CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
MARCH 6, 2025**

A Special Meeting of the City Council was called to order by Mayor Brian Blad at 4:00 p.m. in the Paradise Conference Room at City Hall. Council members in attendance were Corey Mangum, Josh Mansfield, Brent Nichols and Hayden Paulsen. Council member Linda Leeuwrik arrived at 4:03 p.m. and Council member Rick Cheatum arrived via GoTo Meeting, an online platform, at 4:10 p.m.

A motion was made by Mr. Mansfield, seconded by Mr. Paulsen, to convene into Executive Session in accordance with Idaho Code 74-206(1)(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. Upon roll call, those voting in favor were Mansfield, Paulsen, Mangum and Nichols.

In addition to the Mayor and Council members, the following City staff members were in attendance: Jared Johnson, City Attorney; Rich Diehl, Deputy City Attorney; Merrill Quayle, Development Engineer; Justin Armstrong, Water Superintendent; Skyler Allen, Utility Engineer; Jeff Mansfield, Public Works Director; Anne Nichols, Chief of Staff; and Konni Kendell, City Clerk.

Council members discussed topics within the parameters of the above statute.

Rich Diehl, Merrill Quayle, Justin Armstrong, Skyler Allen and Jeff Mansfield were excused from the meeting at 4:27 p.m.

There being no further business, Mayor Blad adjourned the meeting at 4:48 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK



**CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
MARCH 13, 2025**

A Special meeting of the city Council was called to order by Mayor Brian Blad at 12:38 p.m. in the Paradise Conference Room at City Hall. Council members in attendance were Linda Leeuwrik, Josh Mansfield, Brent Nichols and Hayden Paulsen. Council members Rick Cheatum and Corey Mangum were excused.

A motion was made by Mr. Mansfield, seconded by Mr. Paulsen, to convene into Executive Session in accordance with Idaho Code 74-206(1)(j) To consider labor contract matters authorized under section 74-206A (1)(a) and (b), Idaho Code. Upon roll call, those voting in favor were Mansfield, Paulsen, Leeuwrik and Nichols.

In addition to the Council members, the following City staff members were in attendance: Jared Johnson, City Attorney; Heather Buchanan, Human Resources Director; Roger Schei, Police Chief; Anne Nichols, Chief of Staff; and Konni Kendell, City Clerk.

Council members discussed topics within the parameters of the above statute.

There being no further business, Mayor Blad adjourned the meeting at 1:58 p.m.

APPROVED:

BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

KONNI R. KENDELL, CITY CLERK

**CITY COUNCIL DECISION
FINAL PLAT APPROVAL
BARTON VILLAS**

Johnson Contracting and Engineering, Inc. as Developer and Owner submitted a request to subdivide approximately 1.10 acres of land, more particularly described on the attached Exhibit “A”, into thirteen (13) townhome lots and two (2) stormwater/non-buildable lots which are located within a Residential Commercial Professional (RCP) zoning district.

This matter came before City Council at its regularly scheduled meeting on March 6, 2025, whereat the City Council approved the plat for the Barton Villas and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated February 21, 2025, attached hereto and incorporated herein, as Exhibit “B” shall be met.
2. All conditions set out in the Executive Summary dated March 6, 2025, attached hereto and incorporated herein, as Exhibit “C” shall be met.
3. All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

DATED this ____ day of March, 2025.

Approved as to form and content

CITY OF POCA TELLO, a municipal
corporation of Idaho

JARED JOHNSON, City Attorney

BRIAN C. BLAD, Mayor

ATTEST:

KONNI R. KENDELL, City Clerk

STATE OF IDAHO)
)
) ss:
County of Bannock)

On this _____ day of March, 2025, before me, the undersigned, a Notary Public for the State, personally appeared Brian C. Blad and Konni R. Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My commission expires: _____

EXHIBIT A

A TRACT OF LAND IN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 36, TOWNSHIP 6 SOUTH RANGE 34 EAST, BOISE MERIDIAN, AS DESCRIBED IN CORNER PERPETUATION & FILING RECORD, INSTRUMENT No. 801570 OF THE RECORDS OF BANNOCK COUNTY, IDAHO;

THENCE SOUTH 89°37'48" EAST, ALONG THE SOUTH 1/16 LINE OF SECTION 36, 2154.23 FEET, TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH 1/16 LINE, SOUTH 89°37'48" EAST 345.03 FEET TO A POINT OF NON-TANGENCY OF A 1210.92 FOOT RADIUS CURVE WHOSE CENTER BEARS SOUTH 30°17'52" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1210.92 FEET, THROUGH A CENTRAL ANGLE OF 4°43'01", AN ARC LENGTH OF 99.69 FEET (WHOSE CHORD BEARS SOUTH 57°20'37" WEST 99.66 FEET) TO A POINT OF NON-TANGENCY;

THENCE SOUTH 35°00'53" EAST, 35.00 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF BARTON ROAD;

THENCE SOUTH 54°59'07" WEST, ALONG SAID RIGHT-OF-WAY LINE 113.35 FEET, TO A POINT OF TANGENCY OF A 447.50 FOOT RADIUS CURVE;

THENCE SOUTHWESTERLY ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 447.50 FEET, THROUGH A CENTRAL ANGLE OF 25°25'51", AN ARC LENGTH OF 198.62 FEET (WHOSE CHORD BEARS SOUTH 67°42'03" WEST 197.00 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 80°24'58" WEST, 7.87 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE LAND DESCRIBED IN DEED INSTRUMENT No. 22401920;

THENCE NORTH 00°22'07" EAST ALONG SAID EAST BOUNDARY LINE 225.77 FEET TO THE POINT OF BEGINNING.

Memorandum

To: Matthew Lewis, Senior Planner

From: Merrill Quayle PE, Public Works Development Engineer *MB*
Foster Kirsch EIT, Project Engineer *FK*

Date: February 21, 2025

Re: Barton Villas— City Council Final Plat (03.6.2025) Application #FP25-0002

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 and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- A. After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- B. Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- C. Subdivision plat shall conform to all state and local laws and ordinances.
- D. Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- 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. If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- G. 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.
- H. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
- I. The plat shall be black opaque ink, no gray scale or color
- J. Lots 2, 3, 4, and 5, it is the City's understanding that these lots will be graded during the subdivision construction process. These lots have natural slopes and proposed fill slopes greater than twenty Percent (15%) and will be required to submit for City approval, building and site grading plans prepared by a professional engineer licensed in the State of Idaho at the time of the building application/permit. Due to the steep nature



of the slopes, possible difficulties with foundation placement, fill instability, protection from slope drainage, erosion, and shallow failures, making these lots more critical. It will be the Builder/Owner of said lot to demonstrate that building and engineering standards are adhered to. A note with a lot restriction should be placed on the plat or another acceptable mechanism to let the owners of the lots know of the requirements in regards to these lots.

- K.** Add note, 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.
- L.** Right-of-Way shall be dedicated via the proposed Plat.
- M.** Easements along Barton Rd are 10 feet wide for the public utilities, Drainage and roadway slopes unless otherwise noted.

2. Construction Plans/Infrastructure

A. Development Conditions

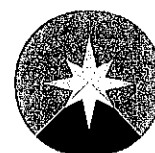
1. Full Geotechnical Report shall be required prior to issuing of permits. The Report must include, but is not limited to all points listed in Appendix B3 of the City of Pocatello Public works Design Principles and Standards.
 - a. Provide engineered retaining wall design that will meet the proposed wall height requirements
 - b. Due to the proposed nature of the retaining wall being a bottom up construction, existing slopes, and proximity to property line and power lines, provide a temporary excavation plan that accommodates OSHA temporary excavation as outlined in Geotechnical Report
 - c. Include wing wall with maximum slope as outlined in Engineered design.
 - d. Retaining wall detail shall be included in the construction plans.
2. Include missing power pole in plans and relocation plan.
3. In order to meet the requirements of the 2018 International Fire Code (IFC), the Barton Villas will need to:
 - a. Provide a new hydrant. The hydrant will remain in the city right-of-way and be maintained by the City of Pocatello. Hydrants are required by the 2018 IFC to be spaced no more than 300 feet. The nearest hydrant exceeds the 300 feet required by code. The location of hydrant will be subject to the Pocatello Fire Department approval.
 - b. Due to high pressures in the 16 inch water line, special provisions will be required subject to water superintendent approval. Coordinate with the City of Pocatello Engineering Department.
4. Stormwater patch must have saw cut edges perpendicular to flow of traffic to meet Appendix B2 Pavement Restoration Repair Examples.
5. Profile grade plan for the proposed storm sewer must be included in construction plans prior to approval



6. Easement roadway.
 - a. The driveway shall expand to be a 37 foot wide crowned roadway section curb to curb.
 - b. Proper radiused crosswalks shall be added at the street entrance and at developments driveway entrance
 - c. Storm drains shall be on both sides of the roadway. One more should be added to the east side.
7. Storm pond outflow structure must be installed at a level at which will retain 100% of on site storm water for 25 year event.
8. Provide a double dumpster pad to facilitate 2 6-yard containers for front load mobility (60-90-feet of clear zone). Dumpster pad must be out of the right-of-way.

B. General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Department of Environmental Quality (DEQ) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application. An 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, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.
3. 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 for maintenance.
4. Pond side slopes and embankments shall be designed and constructed per **Section 6.4.6 SETBACKS, SLOPES, EMBANKMENTS & SPILLWAYS of the Portneuf Valley Stormwater Design Manual**, embankments 4 feet in height or more shall be constructed as recommended by a Geotechnical Engineer.
5. Per **Section 800 Geotechnical and Earthwork of the City of Pocatello Design Principles and Standards**, a building location shall be designed on every lot with a natural slope of fifteen percent (15%) or greater. Structures shall not be permitted on slopes of twenty percent (20%) or greater without a civil site plan stamped by a licensed engineer in the State of Idaho. Included in this section, **800.08 Grading**, slopes over 15% require engineered grading with recommendations included in a geotechnical engineering report and incorporated in the grading plans or



- specifications. Guidelines for Soils Engineering Report Risk Analysis Elements can be found in Appendix B of the City of Pocatello Design Principles and Standards.
6. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.
 7. As-Built Drawings shall be submitted on Arch D (24" x 36").
 8. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.
 9. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.
 10. Per **Section 500.04.16, City of Pocatello Design Principles and standards**, a pavement preservation technique "Fog Seal" of streets shall be required prior to the two (2) year warrantee period on all newly accepted streets. Developer can have this done by a private contractor or have the City perform the work at the Developer's expense (approximately \$0.30 per square yard for materials, 2017 cost). The city will bill the Developer after the work is completed if the City performs the work.
 11. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.
 12. The construction contractor will need to be bonded with the City of Pocatello for a minimum of \$50,000.00 or the subdivision shall be bonded per ordinance **16.24.110: SUBDIVISION SURETY BOND AND WARRANTY BOND**, a warranty bond for a minimum of twenty-five thousand dollars (\$25,000.00) or a maximum of five percent (5%) of one hundred twenty-five percent (125%) of the original cost estimate for the required infrastructure and improvements, whichever is the greater amount.



**POCATELLO CITY COUNCIL
MEETING HELD THURSDAY MARCH 6, 2025
EXECUTIVE SUMMARY**

REQUEST:

The request is for Final plat approval of a subdivision to be known as Barton Villas. The proposal calls for the platting of 1.10 acres (more or less) into thirteen (13) townhome lots and two (2) stormwater/non-buildable lots; off-street parking and a proposed public road extending from Barton Road. The project is generally located in the 800 Block of Barton Road, North/Northwest of Cowboy Mobile Home Park. The property is zoned Residential-Commercial-Professional (RCP) which allows the proposed townhomes outright.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

In consideration of the application, and City staff review, the Planning & Zoning Commission recommended **approval** of the application after a public hearing was held on December 11, 2024 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code. See attached Planning & Zoning Commission Findings of Fact with attached conditions.

STAFF RECOMMENDATION:

Staff recommends approval of the plat with adoption to The Planning and Zoning Commissions Findings of Fact including conditions and the Public Works Memorandum dated February 21, 2025.

ATTACHMENTS:

- a. Planning & Zoning Commission Findings of Fact
- b. Public Works Memorandum dated February 21, 2025
- c. Final Plat with Slope Analysis & Title Report
- d. Planning & Zoning Commission Staff Report Packet

**CITY COUNCIL DECISION
FINAL PLAT APPROVAL
WESTERN SKIES DIVISION 4**

Rockwell Homes, Inc. as Developer and Owner and represented by Sunrise Engineering Inc., submitted a request to subdivide approximately 6.94 acres of land, more particularly described on the attached Exhibit “A”, into twenty-eight (28) single-family lots which are located within a Residential Medium Density Single Family (RMS) zoning district.

This matter came before City Council at its regularly scheduled meeting on March 6, 2025, whereat the City Council approved the plat for the Western Skies Division 4 and authorized City staff to sign the plat, subject to the following conditions:

1. All conditions set out in the Public Works Department Memorandum from Merrill Quayle, P.E. dated February 21, 2025, attached hereto and incorporated herein, as Exhibit “B” shall be met.

2. All conditions set out in the Executive Summary dated March 6, 2025, attached hereto and incorporated herein, as Exhibit “C” shall be met.

3. All other standards and conditions of Municipal Code not herein stated but applicable to the subdivision shall apply.

Notice is hereby given that applicant has the right to challenge this Decision and request a regulatory taking analysis pursuant to Idaho Code Section 67-8003 within 28 days after this Decision.

DATED this ____ day of March, 2025.

Approved as to form and content

CITY OF POCA TELLO, a municipal
corporation of Idaho

JARED JOHNSON, City Attorney

BRIAN C. BLAD, Mayor

KONNI R. KENDELL, City Clerk

NOTARY PUBLIC FOR IDAHO
Residing in: _____
My commission expires: _____

EXHIBIT A

A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE SOUTH 1/16 CORNER ON THE MERIDIONAL CENTERLINE OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BEING MONUMENTED BY A 2" ALUMINUM CAP MONUMENT AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NOS. 668273 & 22305461;

THENCE SOUTH 00°17'03" WEST, ALONG THE MERIDIONAL CENTERLINE OF SECTION 11, A DISTANCE OF 175.90 FEET;

THENCE SOUTH 89°25'27" EAST, LEAVING SAID MERIDIONAL CENTERLINE OF SECTION 11, A DISTANCE OF 333.53 FEET TO THE **POINT OF BEGINNING**;

THENCE FOLLOWING ALONG THE SOUTH BOUNDARY OF A PARCEL OF LAND DESCRIBED IN DEED INST. NO. 22311444 FOR THE FOLLOWING FOUR (4) COURSES:

1. SOUTH 89°25'27" EAST A DISTANCE OF 935.27 FEET;
2. NORTH 11°41'36" WEST A DISTANCE OF 30.48 TO A POINT OF TANGENCY WITH A 1162.40-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 78°18'24" WEST;
3. THENCE FOLLOWING ALONG SAID CURVE IN A COUNTER-CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 00°33'16" FOR AN ARC LENGTH OF 11.25 FEET (THE CHORD OF SAID CURVE BEARS NORTH 11°58'14" WEST, A DISTANCE OF 11.25 FEET) TO A POINT OF NON-TANGENCY;
4. THENCE NORTH 77°45'08" EAST A DISTANCE OF 170.00 FEET TO A POINT OF NON-TANGENCY WITH A 1332.40-FOOT-RADIUS CURVE WHOSE CENTER BEARS SOUTH 77°59'12" WEST, ALSO BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 15;

THENCE FOLLOWING ALONG THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 15 AND SAID CURVE IN A CLOCKWISE DIRECTION THROUGH A CENTRAL ANGLE OF 01°08'49" FOR AN ARC LENGTH OF 26.67 FEET (THE CHORD OF SAID CURVE BEARS SOUTH 11°26'24" EAST, A DISTANCE OF 26.67 FEET) TO A POINT OF TANGENCY;

THENCE SOUTH 11°21'47" EAST, CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE 15, A DISTANCE OF 282.78 FEET TO THE NORTHEAST CORNER OF LOT 16, BLOCK 4 OF WESTERN SKIES - DIVISION 3 (RECORD INST. NO. 22413637);

THENCE LEAVING THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 15 AND FOLLOWING ALONG THE NORTHERLY BOUNDARY OF SAID WESTERN SKIES - DIVISION 3 FOR THE FOLLOWING THREE (3) COURSES:

1. SOUTH 78°18'24" WEST A DISTANCE OF 168.19 FEET;
2. NORTH 89°25'27" WEST A DISTANCE OF 991.81 FEET;
3. NORTH 00°34'33" EAST A DISTANCE OF 260.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 6.95 ACRES, MORE OR LESS.

Memorandum

To: Matthew Lewis, Senior Planner

From: Merrill Quayle PE, Public Works Development Engineer *MB*
Foster Kirsch EIT, Project Engineer *FK*

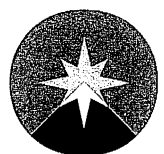
Date: February 21, 2025

Re: Western Skies Division 4 – City Council Final Plat (3.6.2025) Application #FP25-0001

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 and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Plat

- A. After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- B. Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- C. Subdivision plat shall conform to all state and local laws and ordinances.
- D. Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- 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. If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- G. 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.
- H. The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions.
- I. The plat shall be black opaque ink, no gray scale or color
- J. Add note, 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.



2. Construction Plans/Infrastructure

A. Development Conditions

1. Isolation valves are required on water mains every 800 feet
2. Manholes are to be concentric and not eccentric. Follow Pocatello Standard Drawings and Pocatello Engineering Standards and Specifications.
3. ADA ramps crossings
 1. Grassland Rd shall be consistent across all drawings.
 2. The intersection of Grassland Rd and Marinus Lane shall have an ADA crossing
4. Identify all notes called out on drawings and have them included in callout list.
5. Block 4 must have individual lot numbers identifying each represented lot.

B. General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Department of Environmental Quality (DEQ) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application. An 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, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior to any work to the site). Submittal shall meet the requirements of the federal construction general permit.
3. 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 for maintenance.
4. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.
5. Record Drawings shall be submitted on Arch D (24" x 36").
6. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.
7. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.
8. Per **Section 500.04.16, City of Pocatello Design Principles and standards**, a pavement preservation technique "Fog Seal" of streets shall be required prior to the two (2) year warrantee period on all newly accepted streets. Developer can have this done by a private contractor or have the City perform the work at the Developer's expense (approximately \$0.30 per square yard for materials, 2017 cost). The city will bill the Developer after the work is completed if the City performs the work.

9. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.
10. The construction contractor will need to be bonded with the City of Pocatello for a minimum of \$50,000.00 or the subdivision shall be bonded per ordinance **16.24.110: SUBDIVISION SURETY BOND AND WARRANTY BOND**, a warranty bond for a minimum of twenty-five thousand dollars (\$25,000.00) or a maximum of five percent (5%) of one hundred twenty-five percent (125%) of the original cost estimate for the required infrastructure and improvements, whichever is the greater amount.

**POCATELLO CITY COUNCIL
MEETING HELD THURSDAY MARCH 6, 2025
EXECUTIVE SUMMARY**

REQUEST:

The request is for Final plat approval of a subdivision to be known as Western Skies Division 4. The proposal calls for the platting of 6.94 acres (more or less) into twenty-eight (28) single-family lots. The subject property is zoned Residential Medium Density Single Family (RMS) which requires that a minimum 5,000 square foot lot be maintained for a single-family residence. The smallest lot entails 5,525 square-feet in area. The application was submitted by the property owner Rockwell Homes, Inc. The Representative/Engineer listed on the application is TJ Togiai with Sunrise Engineering.

RECOMMENDATION:

In consideration of the application, and City staff review, the Planning & Zoning Commission recommended **approval** of the application after a public hearing was held on June 12, 2024 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code. See attached Planning & Zoning Commission Findings of Fact with conditions attached.

STAFF RECOMMENDATION:

Staff recommends approval of the final plat with adoption of the Planning & Zoning Commissions Findings of Fact including conditions and including the Public Works Memorandum dated February 21, 2025.

ATTACHMENTS:

- a. Planning & Zoning Commission Findings of Fact
- b. Public Works Memorandum dated February 21, 2025
- c. Final Plat
- d. Planning & Zoning Commission Staff Report Packet

To: Mayor Blad and Council Members
From: Skyler Beebe, Public Transit Director
Date: March 4, 2025
Re: FY 2025 Proposed Program of Projects

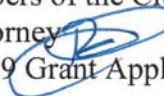
Council may wish to consider the proposed urban 5307 and rural 5311 program of projects for Pocatello Regional Transit (PRT) for fiscal year 2025. Execution of these projects are subject to award confirmation, legal review, budget amendment, and required local match.

The proposed 5307 grant provides funding to public transit systems in Urbanized Areas for public transportation, capital, planning, and operating expenses. The Federal Transit Administration grants operating and capital funds by population to eligible providers to support public transportation. These funds will be utilized for funding the departments day to day operations, non-fixed route door-to-door services, preventive maintenance, indirect costs, planning, and capital (when applicable).

The proposed 5311 grant provides capital, planning, and operating assistance to states to support public transportation in rural areas with populations less than 50,000, where many residents often rely on public transit to reach their destinations. These funds will be utilized in funding the departments rural day to day operations, administration, preventive maintenance, mobility management, and capital (when applicable). No City funds are used for the rural program.

The proposed program of projects and budget summaries are included in the published table. Capital purchases, when applicable, meeting the City threshold are subject to further Legal review and Council action.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: FY 2025 Rural 5311 and 5339 Grant Applications (Transit)
DATE: March 7, 2025

I have reviewed the above-referenced Applications and they meet with my approval for the going forward in the application process by the City on behalf of PRT. I would recommend that if the Council approves application; and the Grants are awarded, that the Council authorizes the Mayor to sign any documents to accept the Grants.

The City has applied for, and entered into similar agreements, in the past for funding for the rural operations and the capital grant for the acquisition of vehicles for PRT. If you have any questions, please feel free to contact me.

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney 
RE: FY 2025 Grant Application 5307 (Transit)
DATE: March 7, 2025

I have reviewed the above-referenced Grant application and it meets with my approval for the Transit Department to submit the application once so authorized by the Council. The City of Pocatello has previously applied for this Grant. I would recommend that the Council authorizes the Mayor to sign any and all documents associated with this Grant.

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

Notice of 5307 Grant Application and Proposed Program of Projects

The City of Pocatello Public Transit Department announces its 2025 Federal Transit Administration Formula Grant Application (grant number to be assigned at a later date) under Section 5307 for the urbanized area, and provides a Proposed Program of Projects (POP) and Proposed Budget. The Grant Application and POP consist of Operations, Administration, Preventive Maintenance, and Non-Fixed Route ADA funding, and/or Capital. (See details under the POP below).

The proposed POP is available for review and that, if requested, a Public Hearing will be held, at which time the public will have an opportunity to provide comment for consideration in the final formulation. Requests for a Public Hearing should be submitted to Skyler Beebe by email at sbeebe@pocatello.gov or by phone at 208-232-5057 no later than **Monday, March 17, 2025**. Subsequent to public comment (if requested) and/or city council approval, the POP/Budget will become final.

The Proposed Final POP/Budget for FY 2025 Formula Section 5307 grants are shown below. These funds are subject to change upon publication of the Federal Register and may require State Transportation Improvement Program (STIP) amendment.

		FTA \$1,445,534	Total \$2,294,418
Proposed POP and Budget	#	FTA Amount	Total Amount
30.09.01 Operations	0	\$650,000	\$1,300,000
11.17.C00 Non-Fixed Route ADA Funding	0	\$200,000	\$250,000
11.17.A00 Preventive Maintenance	0	\$325,000	\$406,250
11.79.00 Indirect Cost	0	\$225,534	\$281,918
11.42.00 Planning	0	\$45,000	\$56,250
Estimated Total Eligible Cost:			\$2,294,418

5307

Federal Share: \$1,445,534
Local Share: \$ 848,884

Posted on PRT website March 3, 2025.

Notice of 5311 and 5339 Grant Application and Proposed Program of Projects

The City of Pocatello Public Transit Department announces its 2025 Idaho Transportation Department Grant Application (grant number to be assigned at a later date) under Section 5311 and/or 5339 for the rural area, and provides a Proposed Program of Projects (POP) and Proposed Budget. The Grant Application and POP consist of Operations, Administration, Preventive Maintenance, Mobility Management, and/or Capital. (See details under the POP below).

The proposed POP is available for review and that, if requested, a Public Hearing will be held, at which time the public will have an opportunity to provide comment for consideration in the final formulation. Requests for a Public Hearing should be submitted to Skyler Beebe by email at sbeebe@pocatello.gov or by phone at 208-232-5057 no later than **Monday, March 17, 2025**. Subsequent to public comment (if requested) and/or city council approval, the POP/Budget will become final.

The Proposed Final POP/Budget for FY 2025 Formula Section 5311 and/or 5339 grants are shown below. These funds are subject to change upon publication of the Federal Register and may require State Transportation Improvement Program (STIP) amendment.

FTA/State \$791,395 Total \$1,139,288			
5311 Proposed POP and Budget	#	FTA Amount	Total Amount
Operations	0	\$389,000	\$671,732
Administration	0	\$194,895	\$243,619
Preventive Maintenance	0	\$162,500	\$175,372
Capital/Mobility Management	0	\$45,000	\$48,565
Estimated Total Eligible Cost:			\$1,139,288

5311

Federal/State Share:	\$791,395
Rural Local Share (no Pocatello City funds):	\$347,893

Posted on PRT website March 3, 2025.

Notice of 5311 and 5339 Grant Application and Proposed Program of Projects

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The proposed POP is available for review and that, if requested, a Public Hearing will be held, at which time the public will have an opportunity to provide comment for consideration in the final formulation. Requests for a Public Hearing should be submitted to Skyler Beebe by email at sbeebe@pocatello.gov or by phone at 208-232-5057 no later than **Monday, March 17, 2025**. Subsequent to public comment (if requested) and/or city council approval, the POP/Budget will become final.

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Estimated Total Eligible Cost:			\$1,139,288

5311

Federal/State Share:	\$791,395
Rural Local Share (no Pocatello City funds):	\$347,893

Posted on PRT website March 3, 2025.

Date: March 20, 2025

To: Mayor Blad and Council Members

From: Anne Butler, Parks & Recreation Director

Re: Donation – Optimist Skatepark

I recommend accepting a donation from Southeast Idaho Skatepark Association (1402 Kiersten Drive, Chubbuck, ID 83202) to add some additional skateboard features to the construction plans for our new Optimist Skatepark which will be under construction in Spring 2025. Specifically, the \$25,000 donation will add an “Idaho” feature to the quarter pipe, a stair set, and an additional entrance off the stair set.

Dave Van Etten from the Skatepark Association has worked with Stacey and Brandon Nichols to raise funds to add a memorial at the future skatepark in memory of their son, Chevy Brandon Nichols. Chevy was a local skatepark enthusiast who enjoyed spending his time with his family and friends. A memorial plaque will be placed within the skatepark and on the ledge feature near the entrance.

The City Council may wish to authorize Mayor Blad to execute the necessary documentation to accept a donation from Southeast Idaho Skatepark Association and apply the donation to the Optimist Skatepark project as outlined.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney
DATE: March 14, 2025
RE: Donation and Recognition Agreement

I have reviewed the donation and recognition agreement with the Southeast Idaho Skatepark Association. I have no legal concerns with the Council approving the agreement and authorizing the Mayor to sign the agreement.

Please let me know if you have any questions or concerns.

**OPTIMIST SKATEPARK
DONATION AND RECOGNITION AGREEMENT**

THIS AGREEMENT, hereinafter referred to as “Agreement”, made and entered into this _____ day of March, 2025, by and between the CITY OF POCATELLO, a municipal corporation of Idaho, hereinafter referred to as “City”, and SOUTHEAST IDAHO SKATEPARK ASSOCIATION, hereinafter referred to as “Skatepark Association”:

WITNESSETH:

WHEREAS, City is the owner and operator of the Optimist Park, located at North 8th Avenue and East Sherman Street, Pocatello, Idaho; and

WHEREAS, City intends to construct a skatepark at this location to be known as Optimist Skatepark; and

WHEREAS, the Skatepark Association has committed itself to be a positive influence for youth in Pocatello and worked together with the City of Pocatello to make park spaces more accessible to skateboarding; and

WHEREAS, Stacey and Brandon Nichols have worked with the Skatepark Association to raise funds to add a memorial to the future skatepark in memory of their son, Chevy Brandon Nichols, a local skateboard enthusiast who enjoyed spending time in local skateparks with his family and friends; and

WHEREAS, the Skatepark Association desires to add additional amenities to the newly constructed skatepark for all patrons to enjoy and to provide recreational opportunities in our community.

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

I. PREMISES

The Optimist Skatepark shall be located and operated at North 8th Avenue and East Sherman Street, Pocatello, Idaho.

II. TERM

The term of this Agreement shall commence upon City completion of the Optimist Skatepark project and shall continue for twenty (20) years after commencement. The Skatepark Association shall reserve the first option of agreement renewal at the end of the Agreement term, per terms and conditions outlined in Section V of this Agreement.

III. DONATION AND RECOGNITION AGREEMENT RESPONSIBILITIES AND BENEFITS

1. Skatepark Association Responsibilities

- a. Skatepark Association shall donate financial resources in the amount of \$25,000.00, per terms and conditions outlined in Section VI of this Agreement.

This donation shall be received by the City no later than June 1, 2025.

2. City Responsibilities

- a. City shall facilitate and install a high-quality memorial placard approximately 20” by 20” in size to include an image of Chevy Brandon Nichols, and summary of Chevy’s contributions, during the term of this Agreement. Said placard shall be mounted on a 4” by 4” metal post near the entrance of the skatepark or affixed to a future pavilion.
- b. City shall facilitate and install a metal nameplate on the face of the future ledge, as mentioned in Section IV. The metal nameplate will be approximately 8” wide by 36-40” long and shall say “In memory of Chevy Nichols”, exact font and coloring shall be chosen by Stacey and Brandon Nichols.

IV. OWNERSHIP OF OPTIMIST SKATEPARK

It is understood by both parties that the City shall own and operate the Optimist Skatepark, both current and future. Furthermore, it is understood by both parties that this Agreement, whereby Skatepark Association donates financial resources towards the construction of the Idaho feature on the quarter pipe, stair set and stair entrance in return for recognition benefits and considerations contained herein, does not provide ownership implications or conditions whatsoever of Optimist Skatepark for the Skatepark Association. The City shall at all times retain full and unencumbered ownership of the Optimist Skatepark upon its completion.

V. AGREEMENT RENEWAL PROVISIONS

1. First Option of Agreement Renewal. Skatepark Association shall be provided the first option of renewal at the end of this Agreement term.

2. General Renewal Terms and Conditions. Should there be a desire by both parties to renew this Agreement following the initial term, City and Skatepark Association representatives shall renegotiate terms and conditions for a continuation of Skatepark Association donation and recognition opportunities, via a revised future agreement that is acceptable to both parties.

VI. ENTIRE AGREEMENT

This instrument constitutes the sole and only agreement between the Skatepark Association and City respecting the donation of financial resources towards the construction of the Optimist Skatepark, as well as the City's accompanying recognition responsibilities. It is agreed by both parties that donation and recognition terms herein provided correctly set forth the obligations of the Skatepark Association and City to each other as of its date. No prior promises, representations, or agreements, written or oral, shall amend, change or add to any of the expressed provisions herein contained. This Agreement can only be modified or amended in writing upon the mutual agreement of both parties.

VII. NOTICES

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

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

LESSOR: Southeast Idaho Skatepark Association
Attn: David Van Etten
1402 Kiersten Drive
Pocatello, ID 83202
Dave.vanetten@gmail.com
505-690-8735

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

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

CITY OF POCA TELLO, a municipal corporation
of Idaho

BRIAN C. BLAD, Mayor

ATTEST:

KONNI KENDELL, City Clerk

SOUTHEAST IDAHO SKATEPARK
ASSOCIATION

DAVID VAN ETTEN, Representative

STATE OF IDAHO)
 ss
County of Bannock)

On this _____ day of March, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Brian C. Blad and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, an Idaho municipal corporation, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such 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 _____
Commission Expires _____

STATE OF IDAHO)
 :ss
County of Bannock)

On this _____ day of March, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared David Van Etten, representing the Southeast Idaho Skatepark Association, who executed the foregoing instrument on behalf of said Skatepark Association, and acknowledged to me that said Skatepark Association 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: _____

MEMORANDUM

To: Mayor Blad and City Council Members

From: Levi Adams

Date: February 24, 2025

Re: WPC Lift Station Pump Purchase

REQUEST

The Water Pollution Control (WPC) Department requests City Council to accept the quote from C. H. Spencer, LLC and approve the purchase of a new Fairbanks pump, submersible motor and components for the McKinley Lift Station in the amount of \$64,725.39.

BACKGROUND

The requested purchase would replace the original pump that was installed with the construction of the lift station in 1999. This pump has worked continuously in a major lift station, well beyond its expected lifespan. It is currently requiring a major rebuild that, because of the cost, warrants a full replacement.

WPC staff considered other pump options; however, the lift station is designed specifically for a Fairbanks pump. A different pump would require a major project to reconfigure the piping in the lift station at a considerably higher cost than the purchase of the pump alone.

RECOMMENDATION

It is my recommendation that the City of Pocatello Water Pollution Control Department purchase the Fairbanks pump, submersible motor and components for the McKinley Lift Station from C. H. Spencer, LLC in the amount of \$64,725.39. Funds are available in the FY2025 WPC budget for this expenditure.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: February 20, 2025
Re: Procurement of Replacement Lift Station Pump for the McKinley Lift Station

I have reviewed the above referenced documents and have no legal concerns with Council approving the procurement of the lift station pump, motor, and hardware kit for \$64,725.39 from CH Spencer LLC. The amount is below the required bid threshold of \$75,000 as dictated by Idaho Code §67-2803(2) and §67-2806.

QUOTATION

C H SPENCER LLC

BILL TO:
PO BOX 26066
SALT LAKE CITY, UT 84126-0066
USA
208-442-6407

Order Number	
1125401	
Order Date	Page
01/28/2025 13:42:02	1 of 1

Quote Expires On: 02/12/2025

Bill To:
CITY OF POCATELLO
P O BOX 4169
POCATELLO, ID 83205

Ship To:
CITY OF POCATELLO
10733 NORTH RIO VISTA ROAD
POCATELLO, ID 83202

208-234-6216

Requested By: Mr. BEAU SCHARFEN

Customer ID: 1263

PO Number					Ship Route	Taker		
						GPUOPOLO		
Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.00	0.00	1.00	EA		FAIRBANKS 5430L WD	EA	60,912.0000	60,912.00
				1.0	VERTICAL BUILTTOGETHER DRY PIT PUMP	1.0		
					6 inch Model D5436L WD pump			
1.00	0.00	1.00	EA		100HP 1200RPM 3PH 460V SUB MOTOR	EA	1,557.0000	1,557.00
				1.0	MOTOR, SUBMERSIBLE	1.0		
1.00	0.00	1.00	EA		SUCTION ELBOW HARDWARE KIT	EA	2,256.3857	2,256.39
				1.0	SUCTION ELBOW HARDWARE KIT	1.0		
					SUCTION ELBOW 10X10 *TBLE464A * *			
Total Lines: 3						SUB-TOTAL:		64,725.39
						TAX:		0.00
						AMOUNT DUE:		64,725.39
						U.S. Dollars		

Executive Summary

TO: Mayor Blad and Pocatello City Council

FROM: Justin Armstrong, Water Superintendent

DATE: February 19, 2025

SUBJECT: High Country Tank Replacement – Bid Recommendation

Recommendation:

Staff recommends that the City Council award the bid for the High Country Tank Replacement Project to MD Nursery and Landscaping Inc. in the total amount of \$3,955,852.00, and authorize the Mayor to execute contract documents, subject to Legal Department approval.

Project funding was established within the Water Department's FY2025 capital improvement fund line: 031.3009.500.80-07.

Discussion:

On February 11, 2025, bid proposals were received and publicly read for the High Country Tank Replacement Project. The scope of work consists of replacing the one million gallon (1 MG) bolted steel water tank with a one million five hundred thousand gallon (1.5 MG) concrete water storage tank and removal of bolted tank. The City received four bid submittals for the project as summarized within the table below:

Bidder	Total Base Bid	Addendum 1-3 Acknowledged	5% Bid Bond
Western Water Constructors, Inc.	\$5,435,000.00	X	X
RS Jobber, Inc	\$4,068,504.00	X	X
Engineered Structures, Inc. (ESI)	\$5,155,090.00	X	X
MD Nursery and Landscaping, Inc.	\$3,955,852.00	X	X

After reviewing the bid documents, with specific qualification requirements, it was determined that none of the bidding Contractors met the specific project experience of listing a minimum of two (2) prestressed concrete tanks (Type I or Type III) within the past 10 years. Although each contractor has experience with water infrastructure projects, only three Contractors provided one prestressed concrete tank that includes "similar project elements", as defined within the bid specifications.

City staff have reviewed the bid information provided and whether to consider all bids as non-responsive, rejecting all bidders based on the qualification requirements. However, considering the additional cost of rebidding the project and potentially modifying the experience

requirements to allow competitive bids, staff believes that it would not be advantageous to the City under the current circumstances with potential bidders. All bidders listed the same tank subcontractor of DN Tanks, whom specialize in prestressed concrete water tank construction throughout the United States.

Our consulting engineer, Keller Associates, has reviewed the bid submittal, checked project references, and has provided the attached letter of consideration to award the bid to MD Nursery and Landscaping, Inc. The contractor's bid amount is within the engineer's cost estimate of \$3.5M - 4.0M for this project.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney MK
Date: March 7, 2025
Re: Bid Award for High Country Tank Replacement

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid to MD Nursery and Landscaping Inc., and authorizing the Mayor to sign all documents effectuating the award and contract.



February 19, 2025

Justin Armstrong
Water Superintendent
City of Pocatello
1889 N. Arthur Avenue
Pocatello, ID 83204

RE: Bid Evaluation
City of Pocatello – High Country Tank Replacement

Mr. Armstrong:

This letter is to summarize our evaluation of the bid documents submitted to us by the City of Pocatello for the referenced project. The bid opening was held in the Paradise Conference Room at Pocatello City Hall on February 11, 2025 at 2:00 PM. Four contractors submitted a bid for the project. The contractors, their respective bid amounts, and the engineers estimate is provided below:

Bidder	Total Base Bid	Addendum 1-3 Acknowledged	Bid Bond 5%
Western Water Constructors, Inc.	\$5,435,000.00	X	X
RS Jobber, Inc.	\$4,068,504.00	X	X
Engineered Structures, Inc. (ESI)	\$5,155,090.00	X	X
MD Nursery and Landscaping, Inc.	\$3,955,852.00	X	X

After verifying the bid totals, MD Nursery and Landscaping, Inc. (MD Nursery) is the low bidder. The low bid amount (Total Base Bid) was within the engineer's final estimate of \$3.5M to \$4.0M. We reviewed MD Nursery's submitted bid package for compliance with the Instructions to Bidders in the bid documents. Three addenda were acknowledged, a 5% bid bond was submitted, and the Idaho Public Works Contractor License Number was verified for MD Nursery and Landscaping, Inc. Information for the low bidder is as follows:

Apparent Low Bidder

MD Nursery and Landscaping

2389 South Highway, 33

Driggs, ID 83422

Phone: (208) 201-0066

Idaho Public Works Contractor License No.: PWC-16238-U-1-2-3

Bid Bond for 5% of bid provided by Westfield Insurance Company

Proposed Subcontractors:

- DN Tanks – PWC-053886-U-4
- Arco Electric – PWC-11698-U-4



After reviewing qualification requirements of the submitted bids, it was determined that none of the submitting Contractors met the intent of the qualifications statement that were published in Addendum #1. While all the submitting contractors have experience with water infrastructure projects, only 3 Contractors provided information on past projects that included potable water tanks, and no Contractors provided a minimum of 2 water tanks within that past 10 years that included "similar project elements" as deemed by the City to be prestressed concrete tanks (Type I or Type III).

Because none of the Contractors that submitted bids were able to meet the intent of the qualifications statement, the City may choose to move forward with the Contractor that is in the best interest of the City or rebid the project. MD Nursery, ESI, and Western Water Constructors have completed at least one prestressed tank that appear to meet the requirements of the qualifications statement.

Based on the information provided, the City should consult with City Legal and may elect to rebid or proceed by awarding a contract to MD Nursery and Landscaping, Inc. If the City of Pocatello elects to proceed with awarding the contract, a Notice of Award should be issued, contingent upon the City's Legal Council and City Council's concurrence, to MD Nursery and Landscaping, Inc. consisting of the total bid, in the amount of \$3,955,852.00. Once the conditions outlined in the Notice of Award are completed by MD Nursery and Landscaping, Inc., a Notice to Proceed should then be issued at the preconstruction meeting.

Should you have any comments or questions, please do not hesitate to contact us at (208) 238-2146. We appreciate the opportunity to work with you on this project.

Sincerely,

KELLER ASSOCIATES, INC.



Colter L. Hollingshead, P.E.
Project Manager

cc: file

Attachment(s):

1. Bid Tabulation
2. Bid Evaluation Summary
3. Confirmation of Public Works License
4. Bid Form (copy)
5. Bid Schedule (copy)
6. Bid Bond (copy)
7. Proposed Subcontractors (copy)

CITY OF POCATELLO

HIGH COUNTRY TANK– BID OPENING

OPENED AT: 911 N. 7TH AVENUE, POCATELLO, ID 83201

AT THIS TIME: 2:00 P.M.

ON THIS DATE: FEBRUARY 11, 2025

	BIDDER			
	Western Water Constructors Inc.	RS Jobber Inc.	Engineered Structures Inc.	MD Nursery and Landscaping Inc.
TOTAL BASE BID PRICE	\$5,435,000.00	\$4,068,504.00	\$5,155,090.00	\$3,955,852.00
ADDENDUM #1	Yes	Yes	Yes	Yes
ADDENDUM #2	Yes	Yes	Yes	Yes
ADDENDUM #3	Yes	Yes	Yes	Yes
BID BOND	Yes	Yes	Yes	Yes

BASE BID EVALUATION

				Western Water Constructers Inc.		RS Jobber Inc.		Engineered Structures Inc.		MD Nursery and Landscaping Inc.	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
BASE BID											
01 11 00 - 1.2.B.1	Civil Site Work and Piping	1	LS	--	\$2,451,000.00	--	\$1,533,099.00	--	\$2,419,810.00	--	\$1,656,382.00
01 11 00 - 1.2.B.2	Type III Precast Concrete Tank	1	LS	--	\$2,979,000.00	--	\$2,522,405.00	--	\$2,721,800.00	--	\$2,295,000.00
01 11 00 - 1.2.B.3	Imported Structural Fill (Not Shown in the Plans)	100	CY	\$45.00	\$4,500.00	\$80.00	\$8,000.00	\$81.00	\$8,100.00	\$34.80	\$3,480.00
01 11 00 - 1.2.B.4	Boulder Excavation (Larger than 1 CY)	20	CY	\$25.00	\$500.00	\$250.00	\$5,000.00	\$269.00	\$5,380.00	\$49.50	\$990.00
Base Bid Total				\$ 5,435,000.00		\$ 4,068,504.00		\$ 5,155,090.00		\$ 3,955,852.00	
Submitted Bid					\$ 5,435,000.00		\$ 4,068,504.00		\$ 5,155,090.00		\$ 3,955,852.00
Difference					\$ -		\$ -		\$ -		\$ -



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

PWC-C-16238 - UNLIMITED - 1-2-3
License Number

04/27/2005
Original License Issued

This is to certify that

MD NURSERY & LANDSCAPING, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 06/30/2025


Licensee Signature


Russell Barron, Administrator

Name

Business Name

MD NURSERY & LANDSCAPING, INC.

DBA

License

License Number

PWC-C-16238

Type

Public Works Contractor - Class I

Status

Active

Original Issue Date

27-Apr-2005

Expiration

30-Jun-2025

Name

Business Name

DN TANKS, LLC

DBA

License

License Number

053886

Type

Public Works Contractor - Class I

Status

Active

Original Issue Date

16-Jun-2021

Expiration

30-Jun-2025

Name

Business Name

ARCO ELECTRIC IDAHO, INC.

DBA

License

License Number

PWC-C-11698

Type

Public Works Contractor - Class I

Status

Active

Original Issue Date

12-Jul-1982

Expiration

31-Jul-2025

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

"Bid Enclosed"

CITY OF POCATELLO

Attn: Office of the City Clerk

911 North 7th Avenue

Pocatello, ID 83201

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security in the form of a Bid Bond or Certified Check (EJCDC No. C-430);
- B. Completed Bid Schedule (Section 00 42 15);
- C. List of Proposed Subcontractors (Section 00 43 36);
- D. List of Proposed Suppliers Section 00 43 36);
- E. Written evidence and supporting documentation establishing Bidder's qualifications as indicated in Article 3 of Section C-200 – Instruction to Bidders;
- F. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- G. Required Bidder Qualification Statement with supporting data (EJCDC No. 451)

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

3.02 Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in **Section 00 42 15 – Bid Schedule** hereto attached:

3.02 *Unit Price Bids*

A. Bidder acknowledges that:

1. Unit Prices have been computed in accordance with Paragraph 13.02 of the General Conditions.
2. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
3. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
Addendum No. 1	1/22/2025
Addendum No. 2	2/3/2025
Addendum No. 3	2/6/2025

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 Bidder's Representations

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.

4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

MD Nursery and Landscaping Inc.

(typed or printed name of organization)

By:



(individual's signature)

Name:

Brian Haynes

(typed or printed)

Title:

Owner

(typed or printed)

Date:

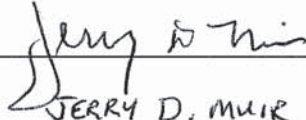
2-11-25

(typed or printed)



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

Attest:



(individual's signature)

Name:

JERRY D. MUIR

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

Date:

2-11-25

(typed or printed)

Address for giving notices:

2389 South Highway, 33 Driggs, Id 83422

Bidder's Contact:

Name:

JERRY D MUIR

(typed or printed)

Title:

Project Manager / Estimator

(typed or printed)

Phone:

208-201-0066

Email:

j.muir@mdexcavation.com

Address:

2389 South Highway, 33 Driggs, Id 83422

Bidder's Contractor License No.: (if applicable) RCE - 11289

PWC-C-16238-UNLIMITED-1-2-3

SECTION 00 42 15 - BID SCHEDULE

BASE BID ITEMS

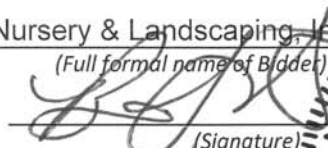
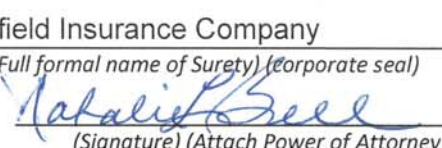
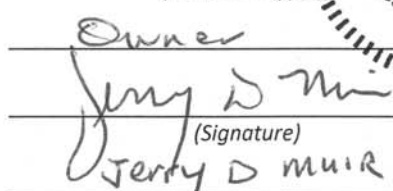
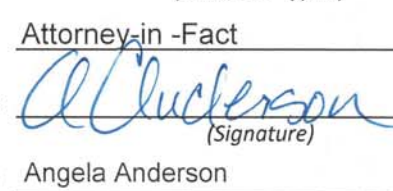
Item No.	Description	Quantity	Unit	Unit Price	Amount
BASE BID					
01 11 00 - 1.2.B.1	Civil Site Work and Piping	1	LS	-	1,656,382
01 11 00 - 1.2.B.2	Type III Precast Concrete Tank	1	LS	-	2,295,000
01 11 00 - 1.2.B.3	Imported Structural Fill (Not Shown in the Plans)	100	CY	34.80	3,480.
01 11 00 - 1.2.B.4	Boulder Excavation (Larger than 1 CY)	20	CY	49.50	990.

BASE BID PRICE (Lump Sum) \$

TOTAL BASE BID PRICE IN WORDS:

Three million nine hundred fifty five thousand, eight hundred fifty two and 00/100

BID BOND (PENAL SUM FORM)

Bidder Name: MD Nursery & Landscaping, Inc. Address (principal place of business): 2389 S Highway 33 Driggs, ID 83422	Surety Name: Westfield Insurance Company Address (principal place of business): PO Box 5001 Westfield Center, OH 44251
Owner Name: City of Pocatello Address (principal place of business): 911 N 7th Avenue, Pocatello, ID 83201	Bid Five percent of amount bid (**5%**) Project (name and location): High Country Tank, Pocatello, ID Bid Due Date: 02/04/2025
Bond Penal Sum: Five percent of amount bid (**5%**) Date of Bond: 02/04/2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder MD Nursery & Landscaping, Inc. (Full formal name of Bidder)	Surety Westfield Insurance Company (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Brian Horn (Printed or typed)	Name: Natalie L. Bell (Printed or typed)
Title: Owner	Title: Attorney-in-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Jerry D. Muir (Printed or typed)	Name: Angela Anderson (Printed or typed)
Title: Project Manager / Estimator	Title: Sr. Account Manager
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
DOUGLAS G. BALL, MONICA E. NELSON, VICKIE NELSON, BRAD NIELSON, NATALIE BELL, JESSICA O'CONNELL,
JOINTLY OR SEVERALLY

of IDAHO FALLS and State of ID its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this 15th day of MAY A.D., 2024.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:

Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 15th day of MAY A.D., 2024, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of February, 2025. A.D.,



Frank A. Carrino, Secretary

SECTION 00 43 36 – PROPOSED SUBCONTRACTORS AND SUPPLIERS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Subcontractor	Name/Address/Public Works License Number	% of Work Performed
Sitework Contractor:	MD Nursery and Landscaping Inc	54%
Address:	2389 South Highway, 33 Driggs, Id 83422	
License Number:	Idaho Public Works License # 16238-U-1-2-3 Idaho Contractors License RCE-11289	
Tank Contractor:	DN Tanks	45%
Address:	410 East Trinity Blv., Grand Prairie, TX 75050	
License Number:	Idaho Public Works License # 053886-U-4 Idaho Contractors License RCE-56862	
Mech. Contractor:	NA	
Address:		
License Number:		
Electrical Contractor:	Arco Electric	1%
Address:	625 W 25th St, Idaho Falls, ID 83402	
License Number:	Idaho Public Works License # 11698-U-4 Idaho Contractors License C-3513	
Address:		
License Number:		
Address:		
License Number:		
Address:		
License Number:		
Total % of Work Performed by Subcontractors		46%

CITY OF POCA TELLO
HIGH COUNTRY TANK REPLACEMENT

221071-007

The suppliers who will supply products and material for the project if the bidder is awarded a contract are:

Supplier Name	Products/Materials Supplied
HD Fowler	Pipe and Fittings
Core and Main	Pipe and Fittings
Mountain Lands	Pipe and Fittings
DeZurick	Tide Flex System
Precision Pre-cast	Man Holes

CITY OF POCATELLO

HIGH COUNTRY TANK– BID OPENING

OPENED AT: 911 N. 7TH AVENUE, POCATELLO, ID 83201

AT THIS TIME: 2:00 P.M.

ON THIS DATE: FEBRUARY 11, 2025

	BIDDER			
	Western Water Constructors Inc.	RS Jobber Inc.	Engineered Structures Inc.	MD Nursery and Landscaping Inc.
TOTAL BASE BID PRICE	\$5,435,000.00	\$4,068,504.00	\$5,155,090.00	\$3,955,852.00
ADDENDUM #1	Yes	Yes	Yes	Yes
ADDENDUM #2	Yes	Yes	Yes	Yes
ADDENDUM #3	Yes	Yes	Yes	Yes
BID BOND	Yes	Yes	Yes	Yes

Executive Summary

TO: Mayor Blad and Pocatello City Council

FROM: Justin Armstrong, Water Superintendent

DATE: February 27, 2025

SUBJECT: Professional Service Agreement, Task Order #7 Amendment for Services During Construction – High Country Tank Replacement

Recommendation:

Staff recommends that the City Council authorize the Mayor to approve the Task Order #7, Amendment #1 for Services During Construction for the High Country Tank Replacement Project in the amount of \$205,460.00, subject to Legal Department approval.

Project funding was established within the Water Department's FY2025 capital improvement fund line: 031.3009.500.80-07.

Discussion:

The City of Pocatello entered into a Professional Services agreement with Keller Associates for Task Order #7 – High Country Tank Replacement for project design and bidding services. The initial scope of services included project management through design and bidding services. The project was successfully bid on February 11, 2025 with a recommendation to award to the lowest responsive bidder, MD Nursery and Landscaping, Inc.

Amendment #1 of Task Order #7, includes supporting the City of Pocatello with contract management and construction observation services through completion of the project. The construction phase services allow for project completion within 395 days, plus 90 days for any potential seasonal weather shutdown, as defined within the construction contract.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney 
Date: March 7, 2025
Re: Professional Services Agreement with Keller Associates, Inc. for Task
Order #7, Amendment #1 – High Country Tank Replacement

I have no legal concerns with the Council approving and authorizing the Mayor to sign the above referenced amendment. Keller Associates was selected for Professional Service Contracts with Design Professionals pursuant to the requirements of Idaho Code 67-2320.

AMENDMENT TO OWNER-CONSULTANT AGREEMENT

Amendment No. 01

Background Data:

a.	Effective Date of Owner-Consultant Agreement	January 4, 2023
b.	Effective Date of this Amendment:	March 20, 2025
b.	Owner:	City of Pocatello, ID
c.	Consultant:	Keller Associates, Inc.
d.	Project:	High Country Tank Replacement KA #221071-007

Nature of Amendment:

This amendment includes the additional services provided by the Consultant through the construction phase of the project.

Description of Modifications:

See Attachment A.

Compensation Summary:

	<i>Billing Basis</i>	<i>Original Agreement</i>	<i>Prior Amendments</i>	<i>This Amendment</i>	<i>Total</i>
Task 1: Project Management	LS	\$15,120	\$0	\$11,550	\$26,670
Task 2: Preliminary Engineering Report	LS	\$62,460	\$0	\$0	\$62,460
Task 3: Final Design	LS	\$181,220	\$0	\$0	\$181,220
Task 4: Services During Bidding	LS	\$11,450	\$0	\$0	\$11,450
Task 5: Construction Phase Services	LS	T.B.D.	\$0	\$143,870	\$143,870
Task 6: Construction Observation Services	T&M	T.B.D.	\$0	\$37,200	\$37,200
Task 7: Project Closeout	LS	T.B.D.	\$0	\$12,840	\$12,840
Task 8: Management Reserve	LS/T&M	\$10,000	\$0	\$0	\$10,000
Total		\$280,250	\$0	\$205,460	\$485,710

Schedule:

See Attachment A.

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

CITY OF POCATELLO

KELLER ASSOCIATES, INC.

Signature: _____
Name: Brian C. Blad
Title: Mayor
Address: P.O. Box 4169
Pocatello, ID 83205
Telephone: (208) 234-6163
Date: _____

Signature: _____
Name: James Bledsoe
Title: Vice President
Address: 100 East Bower Street, Suite 110
Meridian, ID 83642
Telephone: (208) 288-1992
Date: _____

Attachment A
CITY OF POCATELLO
HIGH COUNTRY TANK REPLACEMENT
SCOPE OF WORK – AMENDMENT #1 – SERVICE DURING CONSTRUCTION

PROJECT DESCRIPTION

The City of Pocatello (“City”) has contracted with **Keller Associates, Inc.** (“Consultant”) to provide design services for the replacement of the High Country Tank. The project has now been bid out and the City is proceeding forward with Construction.

This amendment is for the Consultant to provide construction phase services, construction observation services, and project closeout services.

Consultant’s services for this Amendment #1 are limited to those services outlined in the following scope of work.

SCOPE OF WORK

MODIFY TASK 1: PROJECT MANAGEMENT

Consultant Responsibilities to include General Project Management services for construction phase services.

Add the following Assumptions:

- Project management budget assumes a construction project schedule of up to 16 months.
- Project is being funded by the following entities: *The City of Pocatello*

ADD TASK 5: CONSTRUCTION PHASE SERVICES

Consultant Responsibilities:

This task includes the engineering services to support the Owner during the construction of the project by one prime Contractor. Consultant’s level of effort during construction is often affected by the selected Contractor. The fee estimate, level-of-effort projections, and schedule assumptions represent Consultant’s professional judgement. As activities progress, it may become apparent some modifications to this scope are necessary due to changes in the Contractor’s schedule and work. Consultant will advise the Owner of such issues and any fee and/or schedule impact prior to implementing revised activities. This task will include the following:

- 5.1. Construction Contract Administration. Consult with Owner and act as Owner’s representative.
- 5.2. Contract Documents. Incorporate addenda and prepare construction documents for distribution to Owner and Contractor as a Conformed Set.
- 5.3. Pre-Construction Meeting. A pre-construction conference will be chaired by the Consultant and attended and conducted by the Owner, the Contractor, major suppliers, and subcontractors. The purpose of this meeting will be to establish lines of communication as well as procedures and timelines for the job. Consultant will prepare meeting agenda and meeting notes to be distributed to attendees.
- 5.4. Construction Meetings. Conduct onsite construction progress meetings every two weeks (during periods of active construction) with Owner and Contractor representatives and distribute meeting agenda and subsequent meeting notes with action items to attendees. Meetings to be held during periods of active construction.
- 5.5. Contractor Schedule. Review Contractor’s proposed construction time schedule and critical path sequencing.

- 5.6. Submittals. Review Contractor's submittals for general conformance to the specified materials and methods noted in the design plans and specifications. Reviews will not specify Contractor techniques, sequencing, procedures, means or methods of construction or to safety precautions.
- 5.7. Test Results. Receive and review test results provided by the Contractor and/or Owner. These test results are anticipated to include soil, rebar, and concrete test reports. These tests will be used to assess if results conform with the plans and specifications. The review of the test results will not be considered as an independent evaluation of the procedures used during testing.
- 5.8. Requests for Information (RFIs). Respond to RFIs from Contractor or Owner and provide clarification of Contract Documents.
- 5.9. Pay Requests. Review and recommend to Owner the Contractor pay requests.
- 5.10. Change Orders. Review change order and work directive requests.
- 5.11. Field Orders. Prepare and issue field orders requiring minor changes in the work.
- 5.12. Startup Support. Provide startup assistance. Startup is assumed to be one (1) day of support from the Consultant – including tank switchover and Tideflex Startup.
- 5.13. Substantial and Final Completion Inspection. Hold a Substantial Completion inspection with Owner Staff for the purpose of issuing a Notice of Substantial Completion to the Contractor. This Substantial Completion inspection will include the development of a "punch-list" for the Owner to use as the Contractor's final work to be completed. A final walkthrough will be held at the site to check that punch list items have been completed.

Owner Responsibilities:

- Review and process Contractor pay requests, change orders and other construction related documents.
- Attend construction meetings.

Assumptions:

- Work will be performed by one General Contractor.
- Material testing services such as soil compaction, concrete, steel, pipe pressure, and bacteria will be provided by the Contractor. Contractor shall also be responsible for specialty inspection services as outlined in the contract documents.
- Consultant shall not supervise, direct, or have control over Owner's contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Consultant does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the Contract Documents. Consultant will not direct or alter payment methodology between Owner and Contractor.
- Budget assumes up to 16 months of construction with 13 months of active construction.
- Budget assumes up to 40 submittals reviews, 10 resubmittal reviews, 15 RFIs, 4 field orders, and 4 change orders. Consultant will notify the Owner that the Consultant is commencing an additional service when any of these limitations have been reached.

Deliverables:

- Two 11"x17" paper copies and one electronic copy in PDF format of the Contract documents will be delivered to Owner.
- One 11"x17" paper copy and one electronic (PDF) copy of the Contract documents will be delivered to Contractor.
- Pre-construction meeting agenda and meeting notes.
- Submittal reviews.
- Substantial and final completion checklists.

ADD TASK 6 CONSTRUCTION OBSERVATION SERVICES

Consultant Responsibilities:

- 6.1 Construction Observation Services. Consultant will provide a part-time Resident Project Representative to observe onsite construction activities. Such visits and observation are not intended to be an exhaustive or continuous check or a detailed inspection of the Contractor's work but rather are to allow the Consultant to become familiar with the work in progress and to assess, in general, if the work is proceeding in accordance with the contract documents. Based on these observations, the Consultant shall keep the Owner informed about the progress of the work and shall endeavor to guard the Owner against known defects and deficiencies observed in the work. Construction observation services are intended to be supplemental to the similar observations that will be completed by the Owner on a day-to-day basis. In completing these services, it is recognized that the Contractor is solely responsible for furnishing and performing the work in accordance with the contract documents. The level of involvement during construction can be adjusted as requested by the Owner and will be managed by Consultant to remain within the budgeted amount. Owner will be notified if budgeted amount is being exhausted more quickly than expected.

Owner Responsibilities:

- Provide day-to-day construction observation. Seek interpretation of the Contract Documents as required. Alert Consultant of any concerns observed.

Assumptions:

- The budget assumes the construction schedule will be limited to 13 months of active construction (including final completion items), with an average of two site visits per week and approximately two hours per site visit including travel to and from the site is being assumed for budgeting purposes. Roughly 18 hours per month of active construction is assumed. Consultant will be entitled to additional compensation if the schedule is lengthened or additional time is needed onsite.
- Contractor is responsible for site safety plan.

Deliverables:

- Copies of photos, upon request of Owner.

ADD TASK 7: PROJECT CLOSEOUT

Consultant Responsibilities:

- 7.1 O&M Manual. Consultant will receive from the Contractor an operation and maintenance manual (O&M) that includes all major equipment. Consultant to provide brief supplement outlining the purpose, design criteria, operations/controls (including normal operations, theory of operation, tank isolation, and draining), and a summary of recommended preventative maintenance activities.
- 7.2 Record Drawings. The Record Drawings will be developed using the Contractor maintained set of "Red-line" drawings and will show locations of installed components of the Project as identified by the Contractor. These Record Drawings will show significant changes made during construction. Contractor drawings will be reviewed, noted, and submitted to Owner as part of the O&M Manual. Record drawings will be provided to Owner as updated CAD PDF's.

Owner Responsibilities:

- Provide information for O&M manual as requested by Consultant.
- Provide written comments on draft O&M manual provided.

Assumptions:

- The Contractor will prepare operation and maintenance manual information and submit it to the Consultant.
- Because Record Drawings are based on unverified information provided by other parties, the Consultant does not warrant their accuracy.

- Project services are assumed to end at the final completion date for construction. Ongoing support services and 11-month warranty service, if requested by the Owner, will be provided separately as an additional service.

Deliverables:

- Two 11"x17" paper copy and one electronic copy in PDF format of construction plans marked "Record Drawings".
- Two paper copies and one electronic copy in PDF format of the Operations and Maintenance Manual provided to the Owner.
- Provide one copy of the operations and maintenance manual to Agency for review.

SCHEDULE

Consultant anticipates the following project schedule. The number of days associated with each of the tasks are approximate and assume timely delivery of requested information. Actual schedule may vary:

Task	Schedule	Comments
Task 5 – Construction Phase Services	395 days + 90 days of Winter	It is anticipated that the Contractor will substantially complete construction within 395 days + 90 days of winter shutdown from the Notice to Proceed.
Task 6 – Construction Observation Services	395 days + 90 days of Winter	It is anticipated that the Contractor will substantially complete construction within 395 days + 90 days of winter shutdown from the Notice to Proceed.
Task 7 – Project Closeout	30 days	Project closeout services will be completed within 30 days after substantial completion of the project and after receiving required documentation from the Contractor.

COMPENSATION

As compensation for services to be performed by Consultant, the City will pay Consultant as described in the following table. The total authorized budget amount shall not be exceeded without written authorization from the City. For time and materials tasks, compensation will be according to the Consultant's standard billing rates updated biannually in January and July. Lump sum amounts shall include all costs for direct labor, indirect labor, overhead, reimbursable expenses, equipment, travel, per diem, and fixed fees.

Task	Type	Amendment Amount
Task 1 – Project Management	LS	\$11,550
Task 5 – Construction Phase Services	LS	\$143,870
Task 6 – Construction Observation Services	T&M	\$37,200
Task 7 – Project Closeout	LS	\$12,840
Total Cost		\$205,460

LS = Lump Sum T&M = Time and Materials