

AGENDA
POCATELLO DEVELOPMENT AUTHORITY
MEETING
DECEMBER 18, 2024 – 11:00 AM
COUNCIL CHAMBERS | 911 N 7TH AVENUE
HOLIDAY LUNCH PARADICE CONFERENCE ROOM

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with two (2) days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.us, 208.234.6248, or 5815 South 5th Avenue, Pocatello, Idaho.

In the event this meeting is still in progress at 12:00 p.m., a ten-minute recess may be called.

- 1. CALL MEETING TO ORDER, ROLL CALL, DISCLOSE CONFLICTS OF INTEREST, AND ACKNOWLEDGMENT OF GUESTS.**
- 2. ACTION ITEM: MEETING MINUTES.** The Board may wish to waive the oral reading of the Board of Commissioners' regular and special meeting minutes held November 20, 2024, and approve the minutes as written.
- 3. ACTION ITEM: MONTHLY FINANCIAL REPORT, EXPENSES, AND REIMBURSEMENTS.** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- 4. ACTION ITEM: RESOLUTION 2025-01 APPROVING THE MEMORANDUM OF UNDERSTANDING BY AND BETWEEN PDA AND POCATELLO QUINN, LLC CONCERNING FUNDING FOR TERMINATION OF THE NAVAL ORDNANCE PLANT DISTRICT IN 2025 AND TO ESTABLISH A PROPOSED NEW URBAN RENEWAL DISTRICT.** The Board may wish to discuss, approve, and execute the Memorandum of Understanding and Resolution 2025-01, Exhibit B will be available during meeting.
- 5. ACTION ITEM: APPROVAL OF THE NORTH PORTNEUF DISTRICT RAILROAD OVERPASS AND ACCESS ROAD SCOPE OF WORK PROPOSAL.** The Board may wish to discuss, approve, and execute the Scope of Work Agreement with Keller and Associates Inc. for the North Portneuf District design of the new railroad overpass and access road.
- 6. CALENDAR REVIEW.** The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
- 7. ADJOURN MEETING AND MOVE THE BOARD AND STAFF TO THE HOLIDAY LUNCH.**

Action Item 2

MINUTES
POCATELLO DEVELOPMENT AUTHORITY
MEETING
NOVEMBER 9, 2024 – 11:00 AM
COUNCIL CHAMBERS | 911 N 7TH AVENUE

1. CALL TO ORDER AND DISCLOSURE OF CONFLICTS OF INTEREST

Chair David Villarreal called the meeting to order at approximately 11:04 AM. No conflicts were disclosed.

Members present: Jeff Hough, Linda Leeuwrik, Fred Parrish, David Villarreal, and Ruby Walsh.

Members excused: Mayor Brian Blad, Jim Johnston, Kirk Lepchenske, and Nathan Richardson.

Others present: Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Development Engineer Merril Quayle, City of Pocatello Attorney Jared Johnson, City of Pocatello PW Director/City Engineer Jeff Mansfield, and other visitors.

2. MEETING MINUTES.

The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes and approve the meeting minutes held October 16, 2024.

It was moved by **L. Leeuwrik** and seconded by **R. Walsh** to approve the Board of Commissioners' regular meeting minutes and approve the meeting minutes held September 18, 2024. Those in favor: J. Hough, J. Johnston, L. Leeuwrik, F. Parrish, D. Villarreal, and R. Walsh. Those against: none. Unanimous. Motion carried.

3. MONTHLY FINANCIAL REPORT, EXPENSES AND REIMBURSEMENTS.

The Board may wish to approve the monthly financial report, expenses and reimbursements.

It was moved by **F. Parrish** and seconded by **J. Hough** to approve the financial report, expenses and reimbursements as presented. Those in favor: J. Hough, J. Johnston, L. Leeuwrik, F. Parrish, D. Villarreal, and R. Walsh. Those against: none. Unanimous. Motion carried.

4. CALENDAR REVIEW.

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

McLane noted the Board will hold a holiday luncheon following the December meeting for the volunteer board members and staff.

Parrish invited anyone that would like to help serve dinner at the annual Lion's Club Special Needs Dinner that will be held at noon in the Student Union Building on ISU Campus. Servers please arrive by 11:30 AM. Approximately 500 people will be served dinner during this event.

8. ADJOURN REGULAR MEETING.

With no further business, **Villarreal** adjourned the meeting at 11:10 a.m.

Submitted by:
Aceline McCulla, Secretary

Approved on: November 20, 2024

Action Item 3

**Pocatello Development Authority
 Monthly Finance Report
 December 18, 2024
 Fiscal Year 2025**

Expenditure Approvals:

Checks to be ratified:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
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Checks to be approved:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>	<u>Board Approval</u>
ICCU VISA	dbt24-12	347.58	Texas Roadhouse (\$314.47), Walmart (\$9.36), Dollar Tree (\$23.75)
Thane Sparks	2047	1,500.00	December services
Elam & Burke	2048	2,486.00	Invoice# 211882
Sweet Antoinettes	2049	85.00	luncheon dessert

Cash Balances as of December 18, 2024

	General Fund		Naval Ordinance		North Portneuf		Airport		Northgate		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash	1,049,584.80		29,478.41		1,593,358.90		46,299.59		327,634.12		3,046,355.82	
Income												
Administrative fees	-	-	-	-	-	-	-	-	-	-	-	0.00
Property taxes	17,000	-	142,000	-	98,000	-	82,000	286.66	415,000	-	754,000	286.66
Interest income	100,000	22,726.25	-	-	-	-	-	-	-	-	100,000	22,726.25
Other	-	-	-	-	-	-	-	-	-	-	-	0.00
Total Income	117,000	22,726.25	142,000	0.00	98,000	0.00	82,000	286.66	415,000	0.00	854,000	23,012.91
Expense												
Administrative expense	-	-	-	-	-	-	-	-	-	-	-	0.00
Luncheon costs	2,500	729.89	-	-	-	-	-	-	-	-	2,500	729.89
Office expenses	500	-	-	-	-	-	-	-	-	-	500	0.00
Dues and memberships	-	-	-	-	-	-	-	-	-	-	-	0.00
Insurance	11,900	-	-	-	-	-	-	-	-	-	11,900	0.00
City admin charges	20,000	2,421.45	-	-	-	-	-	-	-	-	20,000	2,421.45
Professional services	85,000	7,742.00	-	-	75,000	-	-	-	-	-	160,000	7,742.00
New district/feasibility study	125,000	64,607.50	-	-	-	-	-	-	-	-	125,000	64,607.50
Reimbursement - district imp.	-	-	-	-	-	-	-	-	685,000	-	685,000	0.00
Planned development projects	-	-	-	-	450,000	174,640.00	-	-	-	-	450,000	174,640.00
Non-capital Infrastructure	979,100	-	172,000	-	843,000	-	84,100	-	-	-	2,078,200	0.00
Total Expense	1,224,000	75,500.84	172,000	0.00	1,368,000	174,640.00	84,100	0.00	685,000	0.00	3,533,100	250,140.84

INVOICE # 3003



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Pocatello, ID 83202
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store_pocatelloid@texasroadhouse.com

BILL TO:

NAME Pocatello Development Authority
ADDRESS Pocatello City Hall, 911 N 7th Ave, Paradise Conference Room
CITY Pocatello **State** **ZIP** 83201
PHONE Office 208.234.6184, Mobile 406.202.6444

TAX EXEMPT ID 82-6000244

EVENT DATE	CONTACT	EVENT	P.O. NUMBER	SERVICE TYPE	TERMS
12/18/2024	Aceline McCulla	PDA Holiday Lunch	NA	TRH Served Buffet	Due on Receipt
QUANTITY	DESCRIPTION		UNIT PRICE	AMOUNT	
1	BBQ Chicken Platter		\$ 69.99	\$ 69.99	
4.5	Lbs Pulled Pork		\$ 14.99	\$ 67.46	
0.5	Mashed Potatoes (Bacon, Cheese, and Sour Cream)		\$ 49.99	\$ 25.00	
0.5	House Salad (Ranch and Raspberry Vinaigrette)		\$ 25.99	\$ 13.00	
0.5	Corn		\$ 29.99	\$ 15.00	
0.5	Green Beans		\$ 29.99	\$ 15.00	
3	DZ Rolls with HC and Regular butter		\$ 4.99	\$ 14.97	
Special Instruction Notes:					\$ -
20 sets	Dinner and dessert forks and knives, NO linens			\$ -	
	All mashed potato toppings on side			\$ -	
	Paradise Conference Room and buffet setup in hallway			\$ -	
	Kim, it will be the same setup as last year. Please be here by 10:30 AM to setup, as I cannot get you once the meeting begins.			\$ -	
				SUBTOTAL	\$ 220.40
				GRATUITY 20% OF FOOD TOTAL	\$ 44.07
				Service Fee	\$ 50.00
				TOTAL	\$ 314.47

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WM Supercenter
 208-237-5090 Mar: TODD
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 CHUBBUCK ID 83202

ST# 01995 OP# 000277 TE# 93 TR# 01904
 # ITEMS SOLD 10

TC# 0680 4807 2671 0372 2677



COKE	004900005011	F	2.12	0
DR PEPPER	007800008346	F	2.12	0
SPRITE	004900005017	F	2.12	0
LIME BULK	000000004048	F		
2 AT 1 FOR	0.25			
BULK LEMONS	060604904968	F	0.50	0
5 AT 1 FOR	0.50			
	SUBTOTAL		9.36	
	TOTAL		9.36	
	VISA TEND		9.36	
VISA CREDIT	**** **	0272	I	0

APPROVAL # 702030
 REF # 434100683206
 TRANS ID - 384341839181659
 VALIDATION - NC76
 PAYMENT SERVICE - E
 AID A000000031010
 AAC 826049385CA4625D
 TERMINAL # 63284213
 *NO SIGNATURE REQUIRED

12/06/24 16:18:39
 CHANGE DUE 0.00
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Store# 2762
 675 Yellowstone Ave
 Suite B
 Pocatello ID 83201-4511

(208) 776-4103

DESCRIPTION	QTY	PRICE	TOTAL
TBLCVR GREEN 54X108 PLASTIC	1	1.25	1.25N
TBLCVR GREEN 54X108 PLASTIC	1	1.25	1.25N
TBLCVR GREEN 54X108 PLASTIC	1	1.25	1.25N
NAPKIN LUNCH 30CT DARK GOLD	1	1.25	1.25N
GREEN ROUND TABLECOVER	1	1.25	1.25N
MTLC PS SHAPED TRAY 2 TONE	1	1.25	1.25N
MTLC PS SHAPED TRAY 2 TONE	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
CMAS TINSEL FIGURES ORN PDQ	1	1.25	1.25N
RND PLATE DARK GOLD 30CT 7IN	1	1.25	1.25N
TUMBLERS 10CT 9Z	1	1.25	1.25N
TUMBLERS 10CT 9Z	1	1.25	1.25N

Sub Total \$23.75
 SALES TAX \$0.00
 Total \$23.75
 VISA CREDIT \$23.75
 *****0272 Approved
 Purchase Chip
 Auth/Trace Number: 028467/022440
 Chip Card AID: A000000031010

**** Tax Exempt ****
 ID #: 826000244

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1243 02762 02 021 27780196 12/06/24 15:28
 Sales Associate:Sandra

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Telephone 208-343-5454
Fax 208-384-5844



November 30, 2024

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 211882
Client No. 9212
Matter No. 3
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from November 3, 2024 through November 30, 2024.

RE: Special Counsel General

Total Professional Services	\$ 2,486.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 2,486.00

Sweet Antoinettes

Custom Bakery

374 Fairway Dr
Pocatello, ID 83201
Amartist27@gmail.com
208.339.1265

INVOICE # 1000
Date: 12/7/2024

To:
Pocatello Development Authority
ATTN: Aceline McCulla
911 N 7th Avenue
Pocatello ID 83201
Tax Exempt ID: 82-6000244

Contact	Event Date / Deliver By	Delivery Location	Due Upon Receipt
Aceline McCulla call 406.202.2444 on arrival	12.18.24 / 10:00 AM	911 N 7 th Ave, City Hall, Paradice Conference Room	12.18.24

Qty	Description	Unit price	Line total
2 dzn	Sour Cream Sugar Cookies	20	20
1 dzn	Gingerbread Cookies	20	20
1 dzn	Peanut Butter Cookies	10	10
1 dzn	Lemon Truffles	10	10
1	Delivery	25	25
Subtotal			85.00
Sales Tax			0.00
Total			85.00

Thank you for your business!

REMITTANCE REPORT

FOR THE PERIOD ENDING 11/30/2024

REMITTED TO **POCATELLO DEVELOPMENT AUTHORITY**
P.O BOX 4169
POCATELLO ID 83205

THE ATTACHED CHECK IS A REMITTANCE OF FUNDS COLLECTED BY POWER COUNTY, AS DESCRIBED BELOW.

--- COUNTY REFERENCE ---

REF #	DATE	ACCOUNT #	DESCRIPTION	COLLECTION AMOUNT
2025354	11/30/2024	9016-00-0301-2024	PROPERTY TAXES - REAL 2024	286.66
			TOTAL ACCOUNT - 0301-2024	286.66
			TOTAL REMITTANCE	286.66

WARRANT NO. 2025-0000538
DATED 11/30/2024

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF MONIES RECEIVED, APPORTIONED AND DUE TO THE ABOVE ACCOUNT AS OF 11/30/2024.

SHAREE SPRAGUE, POWER COUNTY AUDITOR

DATED 11/30/2024 BY

DEPUTY

Action Item 4

RESOLUTION NO. 2025-01

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO, ALSO KNOWN AS THE POCATELLO DEVELOPMENT AUTHORITY, APPROVING THAT CERTAIN MEMORANDUM OF UNDERSTANDING BETWEEN THE POCATELLO DEVELOPMENT AUTHORITY AND POCATELLO QUINN, LLC, FOR THE FUNDING OF AN URBAN RENEWAL DISTRICT TERMINATION AND TO ESTABLISH A PROPOSED NEW URBAN RENEWAL DISTRICT; DIRECTING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE AND ATTEST SAID AGREEMENT; AUTHORIZING THE CHAIR OR VICE-CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE AGREEMENT; AUTHORIZING ANY TECHNICAL CHANGES, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body, corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended and supplemented (the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended and supplemented (the “Act”), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the “Agency;”

WHEREAS, the Agency is authorized to provide certain funding as defined in the Local Economic Development Act, Title 50, Chapter 29, as amended and supplemented (the “Act”);

WHEREAS, the City Council of the City of Pocatello (the “City Council”) adopted Ordinance No. 2797 on July 6, 2006, approving the Naval Ordnance Plant Urban Renewal Area Improvement Plan (the “Naval Ordnance Plan”), and establishing the Naval Ordnance Plant revenue allocation area (the “Project Area”). The termination date of the Naval Ordnance Plan and Project Area is December 31, 2030;

WHEREAS, Pocatello Quinn, LLC (the “Developer”) owns or controls the approximately 150-acre former Naval Ordnance Plant located within the Project Area;

WHEREAS, the Developer has approached the Agency Board to discuss (1) the possibility of terminating the existing Naval Ordnance Plan and Project Area (the “RAA Termination”), and (2) to include all or a portion of area within the RAA Termination area (the “Termination Area”), together with adjacent right-of-way and/or adjacent real property, in a new urban renewal/revenue allocation area;

WHEREAS, in order to commence the RAA Termination, the Agency is in need of funds to complete the termination process through Agency and City Council approval and statutory filings, along with funds to complete the process of developing and approving the new urban renewal plan (the “Anticipated Urban Renewal Plan”) through Agency and City Council approval and statutory filings;

WHEREAS, the Developer has offered to provide to the Agency advance funding of costs and expenses in order to complete the RAA Termination and has also offered to provide to the Agency advance funding of costs and expenses for the preparation of the Anticipated Urban Renewal Plan;

WHEREAS, the Agency and the Developer desire to analyze several development and public infrastructure opportunities within the proposed new urban renewal/revenue allocation area in order to accommodate the objectives of the Developer and goals of the Agency, including, but not limited to, commercial, office, light manufacturing and industrial uses, and certain public improvements, including improvements to rights-of-way, public utilities, and public open spaces;

WHEREAS, the Parties seek to memorialize several business points relating to the drafting, consideration, and adoption of the RAA Termination and the Anticipated Urban Renewal Plan and the potential uses by the Developer of certain properties within the urban renewal area;

WHEREAS, Agency counsel and staff have prepared a Memorandum of Understanding (“MOU”) to formalize the agreement between the Agency and the Developer, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the MOU and to authorize the Chair or Vice-Chair and Secretary to execute and attest the MOU, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE POCATELLO DEVELOPMENT AUTHORITY OF THE CITY OF POCATELLO, IDAHO, AS FOLLOWS:

Section 1: The above recitals are true and correct.

Section 2: That the MOU attached hereto as **Exhibit A** and incorporated herein by reference, be and the same is hereby approved.

Section 3: That the Chair or Vice Chair of the Agency Board of Commissioners is hereby authorized, permitted, and directed to sign and enter into the above-referenced MOU and, further, are hereby authorized, permitted, and directed to execute all necessary documents required to implement said MOU, subject to representations by Agency staff that all conditions have occurred, and to enter into any necessary technical changes to the MOU, or other documents, upon representation of Agency staff that said changes are consistent with the discussion which occurred during the Agency's regular meeting on December 18, 2024; and to

perform any and all other duties required pursuant to said MOU.

Section 4. This Resolution shall be effective immediately upon passage and approval by the Commissioners.

PASSED by the Pocatello Development Authority of the City of Pocatello, Idaho, on December 18, 2024. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on December 18, 2024.

APPROVED:

By: _____
David Villarreal, Chair

ATTEST:

By _____
Aceline McCulla, Secretary

Exhibit A

MEMORANDUM OF UNDERSTANDING

**POCATELLO DEVELOPMENT AUTHORITY
(Pocatello Quinn, LLC – Naval Ordnance Plant Urban Renewal Area Improvement Plan
and RAA Termination and Proposed New RAA)**

4928-7322-7526, v. 1

MEMORANDUM OF UNDERSTANDING

POCATELLO DEVELOPMENT AUTHORITY (Pocatello Quinn, LLC – Naval Ordnance Plant Urban Renewal Area Improvement Plan and RAA Termination and Proposed New RAA)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the Urban Renewal Agency of Pocatello, Idaho also known as and doing business under the style of the Pocatello Development Authority, an independent public body, corporate and politic, of the State of Idaho (hereinafter the “Agency”), and Pocatello Quinn, LLC, a Delaware limited liability company (hereinafter the “Developer”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended and supplemented (the “Law”);

WHEREAS, the Agency is authorized to provide certain funding as defined in the Local Economic Development Act, Title 50, Chapter 29, as amended and supplemented (the “Act”);

WHEREAS, the City Council of the City of Pocatello (the “City Council”) adopted Ordinance No. 2797 on July 6, 2006, approving the Naval Ordnance Plant Urban Renewal Area Improvement Plan (the “Naval Ordnance Plan”), and establishing the Naval Ordnance Plant revenue allocation area (the “Project Area”). The termination date of the Naval Ordnance Plan and Project Area is December 31, 2030;

WHEREAS, the Developer owns or controls the approximately 150-acre former Naval Ordnance Plant located within the Project Area;

WHEREAS, the Developer has approached the Agency Board to discuss (1) the possibility of terminating the existing Naval Ordnance Plan and Project Area (the “RAA Termination”), and (2) to include all or a portion of area within the RAA Termination area (the “Termination Area”), together with adjacent right-of-way and/or adjacent real property, in a new urban renewal/revenue allocation area. The proposed Termination Area is depicted on Exhibit A, attached hereto, and the proposed boundary of the new revenue allocation area is depicted on Exhibit B, attached hereto;

WHEREAS, in order to commence the RAA Termination, the Agency is in need of funds to complete the termination process through Agency and City Council approval and statutory filings, along with funds to complete the process of developing and approving the new urban renewal plan (the “Anticipated Urban Renewal Plan”) through Agency and City Council approval and statutory filings;

WHEREAS, the Developer has offered to provide to the Agency advance funding of costs and expenses in order to complete the RAA Termination and has also offered to provide to the

Agency advance funding of costs and expenses for the preparation of the Anticipated Urban Renewal Plan;

WHEREAS, the Agency and the Developer desire to analyze several development and public infrastructure opportunities within the proposed new urban renewal/revenue allocation area in order to accommodate the objectives of the Developer and goals of the Agency, including, but not limited to, commercial, office, light manufacturing and industrial uses, and certain public improvements, including improvements to rights-of-way, public utilities, and public open spaces;

WHEREAS, the Parties seek to memorialize several business points relating to the drafting, consideration, and adoption of the RAA Termination and the Anticipated Urban Renewal Plan and the potential uses by the Developer of certain properties within the urban renewal area;

NOW, THEREFORE, LET IT BE UNDERSTOOD AS FOLLOWS:

AGREEMENTS

1. For purposes of this Memorandum of Understanding (“MOU”), the Agency seeks funding for the costs to prepare the RAA Termination documents and any costs related to processing the RAA Termination. Additionally, the Agency seeks funding for the costs to prepare the Anticipated Urban Renewal Plan and related documents and any costs related to processing the approval of the Anticipated Urban Renewal Plan. A more specific description of the advance-funded costs is set forth in Paragraphs 6,7 and 8.

2. The effective date of this MOU shall be the date last executed by the Agency and the Developer (the “Effective Date”) and shall continue for a period of twelve (12) months, unless extended in writing by mutual agreement of the Parties. This MOU shall terminate prior to the expiration of the twelve (12) month period if the Agency fails to adopt the RAA Termination resolution, or the Eligibility Report or Anticipated Urban Renewal Plan is not adopted by the City Council; however, the Developer shall pay all fees and costs incurred to the termination date.

3. This MOU does not constitute a disposition of property or exercise of control over property by the Agency or the Developer and does not require a public hearing. Execution of this MOU by the Parties is an expression of the Parties’ understanding of certain terms and conditions, which may be included within a proposed agreement, reserving final discretion and approval by the Agency and the Developer as to any agreement and all proceedings and decisions in connection therewith.

4. The Parties intend to enter into an acceptable Owner Participation Agreement, which will provide, *inter alia*, for the future redevelopment of certain properties within the Anticipated Urban Renewal Plan area now under the ownership and control of the Developer or properties upon which the Developer has an interest or option rights. The Parties intend to enter into such Owner Participation Agreement within ninety (90) days of the formal adoption of the City Council Ordinance approving the Anticipated Urban Renewal Plan for the geographical area under consideration for an urban renewal project.

5. The Developer acknowledges and accepts that any funds advanced by the Developer may never be reimbursed should the Anticipated Urban Renewal Plan not be adopted and approved by the City Council.

6. **RAA Termination.** Developer agrees to provide funding in the estimated total amount of \$7,000 to prepare the Agency resolution terminating the Naval Ordnance Plan and Project Area, together with a termination budget and a termination plan, and if approved by the Agency, then preparation of a termination ordinance for consideration and ultimate adoption by the City Council. This funding includes attorney's fees and costs along with allocated expenses of City planning staff, City public works, and mapping/engineering services. Developer shall tender and deliver said amount to the Agency as follows, in addition to the amounts set forth in Paragraphs 7 and 8:

- A. An amount of \$5,000 within fifteen (15) days of the Effective Date of this MOU.
- B. Any balance due and owing within sixty (60) days after the payment made in Paragraph 6A in the event the initial payment in Paragraph 6A is not sufficient for the purposes set forth in this Paragraph 6.

7. **Eligibility Report.** Developer agrees to provide funding in the estimated total amount of \$8,000 to facilitate the preparation, consideration, and ultimate adoption of the Eligibility Report. This funding includes any consultant fees, allocated expenses of City planning staff and City public works, and attorney's fees and costs. Developer shall tender and deliver said amount to the Agency as follows:

- A. An amount of \$8,000 within fifteen (15) days of the Effective Date of this MOU.
- B. Any balance due and owing within seven (7) days after City Council's action on the Eligibility Report.

8. **Anticipated Urban Renewal Plan.** In the event of approval of the Eligibility Report by the City Council, Developer agrees to provide funding in the additional estimated total amount of \$20,000 to prepare the Anticipated Urban Renewal Plan for consideration and ultimate adoption by the Agency Board and the City Council and to negotiate the Owner Participation Agreement and proceed with the construction of certain public improvements as may be identified in the Anticipated Urban Renewal Plan. This funding includes any consultant fees and attorney's fees and costs along with allocated expenses of City planning staff, City public works, and mapping/engineering services. Developer shall tender and deliver said amount to the Agency as follows, in addition to the amounts set forth in Paragraphs 6 and 7:

- A. An amount of \$20,000 within seven (7) days of City Council approval of the Eligibility Report
- B. Any balance due and owing within sixty (60) days after notice to the Developer that initial payment in Paragraph 8A is not sufficient for the purposes set forth in this Paragraph 6

Such funds as set forth in Paragraphs 6, 7 and 8 shall be delivered to the Agency as directed by the Agency Board. The Agency agrees to provide an accounting of said funds to the Developer describing the activities for which those funds have been used and supporting documentation for any additional payments required by this Agreement, redacted for attorney/client privilege. Those funds shall be used for the purpose of funding the preparation, consideration, and development of the RAA Termination documents, the Eligibility Report, and the Anticipated Urban Renewal Plan, including the costs of any consultants and attorneys retained by the Agency, allocated City expenses, and other administrative costs, including insurance, publication costs, and other lawful expenses authorized by the Act or the Law, for negotiation of the Owner Participation Agreement, and for any other lawful purpose related to the RAA Termination and establishment of new urban renewal area.

The amounts set forth in Paragraphs 6, 7 and 8 do not include any surveying or mapping costs. The Agency and the Developer agree that surveying or mapping costs shall include the mapping and surveying costs related to the Anticipated Urban Renewal Plan. It is further agreed that any surveying or mapping costs as described will be the responsibility of the Developer unless such tasks are accepted by the City. Such costs may be considered as reimbursable expenses in the Owner Participation Agreement to be paid from the incremental tax revenues generated from the revenue allocation project area.

9. If payments are not timely made as set forth in Paragraphs 6, 7 and 8, then the Agency will not be obligated to complete the tasks set forth therein. Further, should the Agency in its discretion fail to approve and/or adopt the termination resolution or the City Council in its discretion fail to approve and/or adopt the Eligibility Report, or the Anticipated Urban Renewal Plan, the Developer shall pay for all costs as set forth in Paragraphs 6, 7 and 8 incurred to the date of Agency and/or City Council action. Developer may halt or terminate efforts to advance the urban renewal project at any time and, upon Developer's notice, Agency will promptly refund to Developer any unspent funds previously advanced by the Developer.

10. Without infringing upon the Parties' ability to negotiate acceptable terms of an Owner Participation Agreement, the Parties agree to address the following issues:

- A. The phasing of the Developer's project, the public improvements required for each phase, and the use of the property.
- B. The authority of the Developer to undertake the construction of the public improvements and compliance with all applicable public bidding laws and review by the Agency, using City or other resources, of the proposed construction costs.
- C. Joint cooperation by the Developer and the Agency to obtain approval from other governmental entities.
- D. The ability of the Developer to assign its interest to another qualified developer. An example of a qualified developer would be any limited partnership or limited

liability company with the Developer (or its affiliate) as the entity's general partner or managing member.

- E. Formal submission of the Developer's marketing and finance plan for the revenue allocation area, quantifying and providing evidence of the anticipated private development, and the generation of revenue allocation funds.
- F. Agreement on the amount of revenue allocation committed to the Developer's project, the appropriate percentage of revenue allocation for each year or by phase, determination of the eligibility of the public improvements, the process for determining the reasonableness and verification of the cost of the improvements, the sign off or approval of expenditures and other like subjects, the number of years of revenue allocation commitment, the terms of payment, including frequency, amount, and other financial terms, economic development objectives to be achieved, leveraging of revenue allocation proceeds, and other sources of funds.

Both Parties acknowledge the discretion of the Agency and the Developer in terms of entering into such Owner Participation Agreement.

11. The Agency and the Developer agree to pursue funding sources for the purpose of financing the contemplated development activities under the Anticipated Urban Renewal Plan, including public improvements. The Agency and the Developer agree to cooperate in any application process for such funds, including applications for bank financing. The Developer agrees to consider, if necessary to obtain such financing, to defer any reimbursement of the Developer's costs by the Agency until the financing is formally approved and the closing of such loan transaction. The Parties agree that all funds advanced by the Developer pursuant to this MOU are reimbursable expenses from revenue allocation funds from the new urban renewal/revenue allocation area, if formed.

12. The Developer acknowledges the Agency retains discretion on approval of the RAA Termination resolution, and ultimately the Agency and City Council, retain discretion on approval of the Eligibility Report, and the Anticipated Urban Renewal Plan areas and the content of the RAA Termination resolution and ordinance, the Eligibility Report, and Anticipated Urban Renewal Plan. Should the RAA Termination resolution not be adopted by the Agency and the Eligibility Report or the Anticipated Urban Renewal Plan not be adopted by the City Council or other impediments prevent the adoption of the RAA Termination documents, the Eligibility Report, or the Anticipated Urban Renewal Plan, after proper notice and hearing procedures, the Developer recognizes it will have no right or claim against the Agency or City.

13. The Developer and the Agency warrant that all necessary action on the part of each party to be taken in connection with execution, delivery, and performance of this MOU have been duly and effectively taken. Each Party agrees to provide the other with evidence of such authority if requested.

14. It is expressly agreed that neither Party shall have the right to assign its rights under this MOU without the prior written consent of the other Party.

15. The Developer acknowledges any participation by the Agency, including reimbursement of funds advanced for the RAA Termination approval, the Eligibility Report along with the Anticipated Urban Renewal Plan approval, is dependent upon taxes generated from the by the private development contemplated by the Developer (and others) within the Anticipated Urban Renewal Plan Project Area. As such, the Developer understands any property tax exemption or property tax abatement will result in less tax revenues and ability of the Agency to participate. Therefore, in recognition of that fact, the Developer shall not, without the written consent of the Agency, file any application with the City, Bannock County, or the state of Idaho which could result in such property tax exemption or property tax abatement including, but not limited to the following:

The Idaho Small Employer Incentive Act of 2005, Chapter 44, Title 63, Idaho Code
The Idaho Small Employer growth incentive exemption, Idaho Code § 63-606A
New Capital Investment Incentive Act, Chapter 45, Title 63
Idaho Code § 63-602NN, business property tax exemption

16. **Contract with a Company Owned or Operated by the Government of China Prohibited.** Developer hereby certifies pursuant to Idaho Code Section 67-2359 that it is not currently owned or operated by the government of China and will not for the duration of this MOU be owned or operated by the government of China.

17. **Anti-Boycott against Israel Certification.** In accordance with Idaho Code Section 67-2346, Developer, by entering into this Agreement, hereby certifies that it is not currently engaged in, or for the duration of this Agreement will not engage in, a boycott of goods or services from the State of Israel or territories under its control.

18. **Certification Regarding Prohibition on Contracts with Companies Boycotting Certain Sectors.** Developer hereby certifies pursuant to Section 67-2347A, Idaho Code, that the Participant, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, as may be amended, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

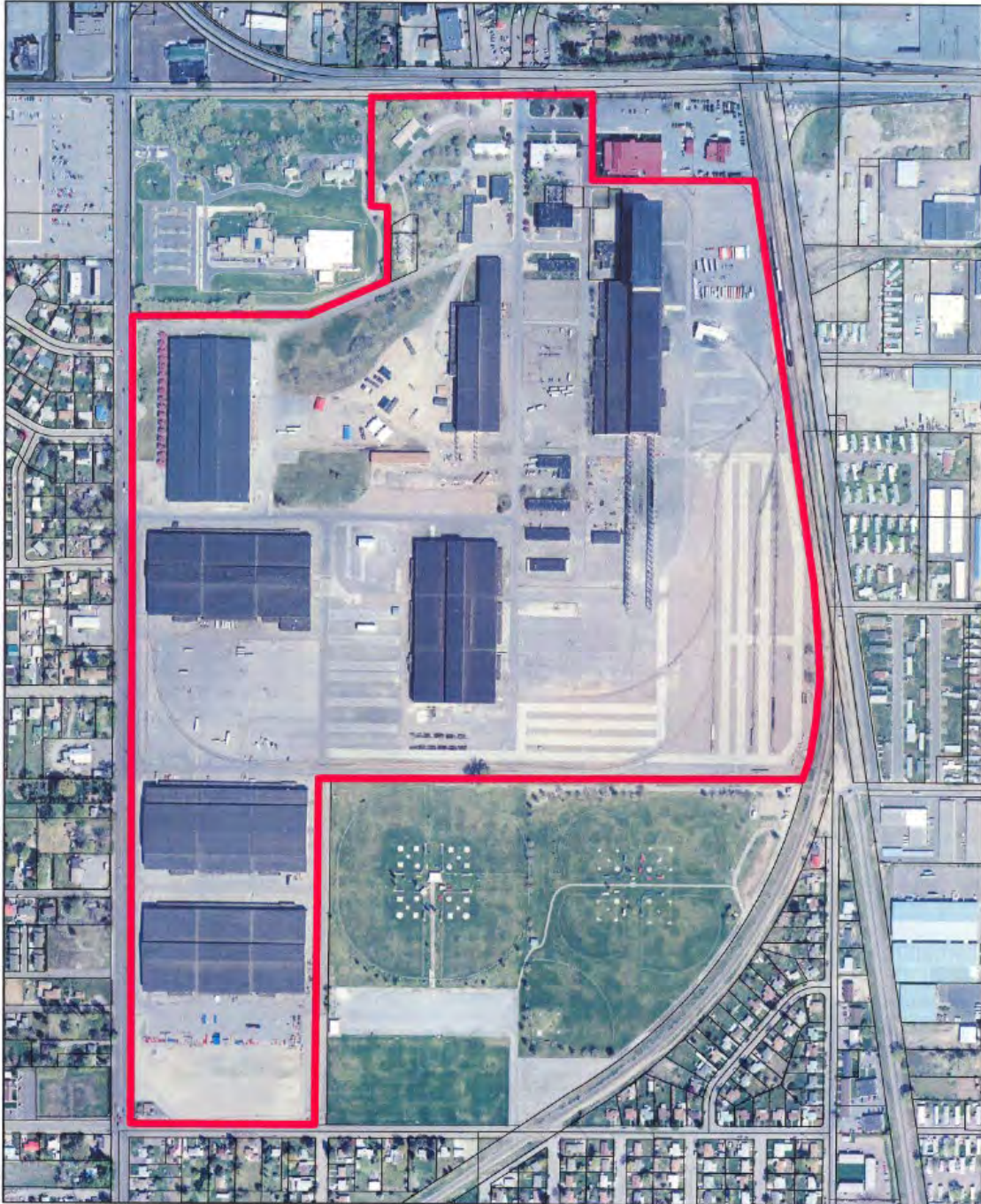
(signatures on following page)


EXECUTED EFFECTIVE as of the Effective Date.

December 18, 2024	AGENCY: URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO, A/K/A THE POCA TELLO DEVELOPMENT AUTHORITY By: _____ David Villarreal, Chair
December 16, 2024	PARTICIPANT: POCA TELLO QUINN, LLC, a Delaware limited liability company By: Holdings SPE Manager, LLC, a Delaware limited liability company, its Manager By: _____ Richard Klein, Chief Executive Officer

EXHIBIT A

Map of the RAA Termination Area (Outlined in Red)



 Urban Renewal Area and Revenue Allocation District

1 inch equals 500 feet

The City of Pocatello does not guarantee any information contained in this map to be an accurate representation of actual conditions.

No reproduction of this material in any form is authorized without written consent of the City of Pocatello.

EXHIBIT B

Map of the Anticipated New Plan Area

4884-1148-7365, v. 1

Action Item 5

SCOPE OF WORK

Pocatello Development Authority (PDA)
Railroad Overpass and Access Roadway

The project scope includes designing approximately 1.4 miles of roadway and a single-span bridge over the UPRR mainline tracks and right-of-way. Project will following UPRR's project development procedures for design submittals and review milestones.

UPRR provides clear and concise guidelines for this project, specifically outlined in the joint UPRR and BNSF Guidelines for Railroad Grade Separation Projects (GUIDE) publication. Following these guidelines will help expedite UPRR's review and approval of project design and construction submissions. The UPRR process typically consists of three main design phases: Concept, 30% Submittal, and 100% Final Design. This scope of work includes the Concept and 30% Design.



FIGURE 1, UPRR CROSSING MAP

GENERAL PROVISIONS

1.1 Progress Meetings & PDA Meetings

Products and Deliverables

- Kick-Off Meeting
- Milestones Meetings and Agendas
- Draft Meeting Minutes/Summary
- Final Meeting Minutes/Summary

PDA Responsibilities

- Schedule and provide facility for progress meetings
- Review and approve summary and action items

Assumptions

- The project is expected to be ten months in duration
- Ten progress meetings are assumed. Each meeting will last one hour with an additional hour budgeted for each meeting for Consultant PM to prepare agendas and meeting minutes.
- PDA will review and approve summary within one week
- Two PDA board meeting are assumed. Each meeting to last an hour with additional hour for each meeting to prepare.
- No Public Involvement
- No right-of-way plans or legal descriptions
- No environmental analysis

1.2 Project Administration

Products and Deliverables

- Schedule will be updated monthly and submitted with monthly invoicing
- Monthly Project Status Report (updated monthly and included with invoice)

PDA Responsibilities

- Review and approve Schedule, Invoice and Monthly Project Status Report

2.0 LOCATION SURVEYING AND MAPPING

2.1 *Boundary Survey and Monument Preservation*

- Perform research of ROW plans, records of surveys, subdivision plats, corner perpetuation and filing forms (CP&Fs), National Geodetic Survey (NGS) data records for use in determining existing right-of-way and monument preservation per Idaho Code (IC) 55-1313.
- Perform a boundary survey to determine existing rights-of-way and monuments of record.

2.2 *Topographic Survey and Base Map*

- Request digline for utility locates.
- Base mapping for design and digital terrain model of existing ground and features will be developed using data collected for this project along an approximate 100-foot-wide corridor for the length of the project. In the vicinity of the railroad tracks, as shown in Figure 1, survey a 500 feet width. Survey 3,000 feet of rail road tracks, 1,500 feet each side of the anticipated roadway crossing.

Products and Deliverables

- Project Survey Control
- Survey Control Map
- Base Map
- Existing Ground DTM

Assumptions

- Title Reports are not included
- PDA/City of Pocatello to provide GIS information.

3.0 CONCEPT DESIGN

The minimum information required on Concept Design review plans show existing facilities/features (including utilities and floodway) and location and general design features of planned facilities including existing and proposed right of way.

3.1 *Concept Roadway Design*

Design conceptual roadway geometry for the proposed improvements starting at US 30 and continuing to Kraft Road. Present typical roadway sections to PDA for review and approval. Using the approved roadway typical section prepare horizontal layout roll plots of the concept design and submit to PDA for review and approval. Consultant will prepare three alternatives for the railroad overpass crossing. Roll plots will identify concept level right-of-way impacts,

Railroad Overpass and Access Roadway



utility impacts, and other design constraints of each alternative. A concept level opinion of cost will be completed for each alternative.

Coordinate with the Idaho Transportation Department (ITD) on the connection of the proposed roadway to US 30. Establish the requirements and level of traffic study needed for a permitted access to US 30. Document the future approval process and required information.

Coordinate with the Bannock Transportation Planning Organization (BTPO) on the proposed project and establish future data needs and requests.

Products and Deliverables

- Roadway Typical Sections
- Conceptual roadway design roll plots
- ITD approval process documentation
- BTPO documentation
- Opinion of Cost Estimates

PDA Responsibilities

- Review and approval of roadway typical section
- Review and approval of concept design roll plots

3.2 *Bridge Concept Report*

Keller will design and analyze bridge concepts to meet the project need of an overpass grade separation.

Key Understandings:

- Keller will investigate concept level bridge alternatives for the preferred alignment alternative.
- Keller will provide coordination communication with UPRR and deliver a Bridge Concept report
- Bridge design references will be AASHTO LRFD Bridge Design Specifications 9th edition, Idaho Transportation Department Bridge Design Manual, Dec 2024, and 2016 UPRR/BNSF Guidelines for Railroad Grade Separation Projects, May 2016 (GUIDE).
- Pedestrian access facilities are anticipated and will be accommodated on the proposed bridge. It's our understanding that one (1) 10 foot wide pathway will be included on the bridge.
- Retaining walls may be required for the roadway embankments.
- The concept layout will not make accommodations for right-of-way.
- Bridge foundation type will not be determined at the concept stage and will be investigated at the Preliminary 30% stage.
- Prior to commencing work on the Bridge Concept Report, coordination meetings will be held with UPRR to determine future track layouts and other future needs of the crossing.
- The Bridge Concept Report will include Plan, Elevation, and Typical Section of the proposed grade separation in accordance with 3.10.A of the GUIDE.

Railroad Overpass and Access Roadway



Assumptions:

- No more than 3 structure alternatives will be investigated.
- Concept level costs will be determined by historical square footage of bridge cost trends. A 30% cost contingency will be used.
- Bridge Concept Report will be submitted to UPRR and one round of comments/revisions (if required) will be accommodated by Keller. Keller will resubmit the Bridge Concept Report for approval.
- Prior to submitting to UPRR, Keller will submit to PDA for their review/approval.

Deliverables:

- Bridge Concept Report to PDA
- Bridge Concept Report to UPRR
- Concept Engineers Estimate of Probable Cost to PDA
-

4.0 30% DESIGN

The minimum information required on 30% design review plans to show existing facilities/features (including utilities) and location and general design features of planned facilities including existing and proposed right of way. This includes but is not limited to line and grade and other related items that will affect project design. These plans should be 30% complete at minimum.

4.1 *Geotechnical Investigation*

Perform field explorations and laboratory analyses of existing soils and prepare geotechnical engineering report for the foundations of the proposed bridge, embankments, drainage improvements, and pavements.

Field Exploration

Field exploration will include the following:

- New Overpass - A total of two borings (one near each abutment) will be drilled to depths 80 feet and 100 feet to provide information for the new bridge foundations.
- Pavement Improvements – Subsurface information from the borings drilled for the structures will also be used for design of the new pavements, as appropriate. In addition, two to four pavement borings will be drilled to a depth of 10-15 feet to obtain samples of subgrade soils for pavement design.

The borings will be logged by a field engineer or geologist, and samples will be collected during drilling. The borings will be backfilled in accordance with IDWR requirements.

Prior to drilling, mark the proposed boring locations and contact Digline, the local “one-call” utility locate service, to coordinate the identification of buried utilities near the proposed boring locations. If there are existing on-site utility lines that will not be marked by this service, these

Railroad Overpass and Access Roadway



utilities will need to be marked by the project or property owner prior to drilling activities. The services of a private utility locating subcontractor are not included in our services, and we cannot be responsible for utilities that are not marked.

Laboratory Testing

Laboratory testing will be conducted on representative samples of soil obtained from the field exploration, and may include: moisture content, gradation, Atterberg limits, pH, minimum resistivity, consolidation, R-value, and moisture-density relationships. The actual tests performed will depend on the specific soil conditions encountered.

Geotechnical Engineering Analysis

Geotechnical engineering analyses that will be performed for the bridge, new pavements, embankments:

- Evaluate soil samples and laboratory data for variations in pavement subgrade support.
- Reduce traffic data to evaluate design traffic loading for pavement reconstruction.
- Develop a flexible pavement section design for the proposed roadway reconstruction.
- Evaluate driven pile foundation lateral and axial capacities for the overpass structure.

Geotechnical Engineering Report

Prepare a report, as described below:

- A report will be prepared that includes geotechnical engineering recommendations for the proposed UPRR structure, for the proposed new flexible pavements, and for the proposed stormwater improvements. This report will not meet the requirements for an ITD Geotechnical Engineering Report or Roadway Materials Report.

A draft version of each report will be submitted for review by the design team and PDA. Review comments will be addressed and incorporated, as appropriate, into a final version of the report. The scope and budget do not include additional revisions after submittal of the final report.

Products and Deliverables

- Draft Geotechnical Engineering Report for the proposed overpass and approach embankments, pavement and stormwater management.
- Final Geotechnical Engineering Report for the overpass and approach embankments, pavement, and stormwater management.

PDA Responsibilities

- Obtain permission from owners for field exploration on private property, if applicable.
- Supply traffic volume information for pavement design.

Assumptions

- The boring locations will be accessible with a truck-mounted drill rig.

Railroad Overpass and Access Roadway



- Assumes ERailSafe is required for access, but no other UPRR permits
- Private utility location services are not included in this scope. If private utilities not identified by DigLine are located near the exploration locations, these should be located by the property owner. If a private utility locating contractor is needed to identify utility locations on private property, a supplemental agreement will be needed.
- Rigid pavement section and pavement rehabilitation alternatives will not be provided, and a life cycle costs analysis will not be performed.
- The overpass bridge may be supported on pile foundations, so it can be designed with integral abutments.

4.2 Preliminary 30% Bridge Design

Work on this task will not commence until approved by PDA and the Bridge Concept Report is approved by UPRR. Preliminary Bridge Plans will be in accordance with 3.10.B of the GUIDE.

Assumptions:

- No construction phasing plans will be required since this is a new alignment/facility.
- No temporary shoring will be required.
- One review by PDA will be required prior to submitting to UPRR with no resubmittal to PDA.

Deliverables:

- Applicant response to UPRR review comments on the concept submittal.
- 30% Design Plans to UPRR
- Project Specifications and/or Special Provisions to UPRR
- Drainage Report, as required (See Roadway Design Task) to UPRR

PDA Responsibilities

- Review and Comment

4.3 30% Roadway Design

Advance the conceptual roadway geometry for the proposed improvements. Consultant will prepare roll plot from the concept design. Roll plots will identify preliminary right-of-way impacts, utility impacts, and other design constraints. Line and grade will be shown cut/fill limits. Project drainage will be evaluated and a Drainage Report completed.

Products and Deliverables

- Line and grade roll plots of proposed roadway.
- Drainage Report
- 30% Preliminary Opinion of Cost

4.4 Traffic

Identify signal pole locations and mast arm lengths at the intersections to sufficiently identify right-of-way meeting ADA requirements.

Prepare a traffic operations report for the using intersection counts and BMPO travel demand model output to calculate opening-year and forecast-year turning movement projections by the Furness Method. Use Synchro to calculate delay, levels of service, and required turn bay lengths. Perform a signal warrant analysis at the intersection of the roadway the SH-30. Prepare the traffic report in technical memorandum format. Submit report to ITD for review and comment.

Products and Deliverables

- Draft Traffic Report
- Final Traffic Report

PDA Responsibilities

- Provide BTPO travel demand model projections for calibration year and forecast year (model runs with UPRR overpass included)
- Provide existing traffic counts and acquire new counts as ACHD determines necessary.

Assumptions

BTPO will provide the travel demand model output.

Railroad Overpass and Access Roadway



Compensation

As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount in accordance with the following table.

Task No.	Concept Phase	Cost
1	Administration	\$8,000
2	Survey	\$35,000
3	Concept Design	\$ 77,000
Total Concept Phase Lump Sum Amount:		\$ 120,000

Task No.	30% Phase	Cost
1	Administration	\$20,000
4.1	Geotechnical Investigation and Report	\$135,000
4.2-4.4	30% Bridge and Roadway Design	\$ 235,000
	100% Final Design (Not In Scope)	\$ TBD
Total 30% Phase Lump Sum Amount:		\$ 390,000

	Concept and 30% Phases	Cost
Total Concept and 30% Lump Sum Amount:		\$ 510,000