

AMENDED MEETING AGENDA
CITY OF POCATELLO
POCATELLO DEVELOPMENT AUTHORITY
MAY 21, 2025 – 11:00 AM
COUNCIL CHAMBERS | 911 N 7TH AVENUE

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; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

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

- 1. CALL 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' meeting minutes held April 16, 2025, and approve the minutes as presented.
- 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: MEMORANDUM OF UNDERSTANDING (MOU) WITH BANNOCK DEVELOPMENT CORPORATION FOR THE AIRPORT URA CREST DEVELOPMENT PLAN FEASIBILITY STUDY.** The Board may wish to approve and execute the MOU with Bannock Development Corporation for the Airport URA CREST Development Plan Feasibility Study project.
- 5. ACTION ITEM: RAILROAD OVERPASS AND ACCESS ROADWAY PROFESSIONAL SERVICES AGREEMENT AND SCOPE OF WORK WITH KELLER ASSOCIATES INC.** The Board may wish to discuss, approve and execute the Professional Services Agreement and Scope of Work with Keller Associates Inc. for the Railroad Overpass and Access Roadway project.
- 6. ACTION ITEM: DISCUSS 2025 IDAHO HOUSE BILL 436.** The Board may wish to discuss House Bill 436 Bannock County Ambulance Service Districts request.
- 7. 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.
- 8. ADJOURN MEETING.**

Action Item 2

MEETING MINUTES
CITY OF POCATELLO
POCATELLO DEVELOPMENT AUTHORITY

APRIL 16, 2025 – 11:00 AM

POCATELLO CITY HALL | COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

1. CALL TO ORDER AND DISCLOSURE OF CONFLICTS OF INTEREST

Villarreal called the meeting to order at 11:00 AM. No conflicts were disclosed.

Members present: Mayor Brian Blad, Jeff Hough, Kirk Lepchenske, Fred Parrish, Nathan Richardson, Scott Turner, David Villarreal and Ruby Walsh. **Members unexcused:** Linda Leeuwrik. **Others present:** Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Attorney Jared Johnson, PDA Attorney Meghan Conrad-Sullivan (Go-to-Meeting), CEO MiaCate Kennedy of Bannock Development Corporation (BDC), and other visitors.

2. APPROVE MINUTES

The Board may wish to waive the oral reading of the meeting minutes held March 19, 2025, and approve the minutes as presented.

It was moved by **B. Blad** and seconded by **K. Lepchenske** to approve the meeting minutes held March 19, 2025, and add F. Parrish to agreeable to agenda 5. Those in favor: B. Blad, J. Hough, L. Leeuwrik, K. Lepchenske, F. Parrish, N. Richardson, S. Turner, 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 **B. Blad** and seconded by **R. Walsh** to include agenda item 6 expenses as it is included in the financial report and to approve the report, expenses and reimbursements as presented. Those in favor: B. Blad, J. Hough, L. Leeuwrik, K. Lepchenske, F. Parrish, N. Richardson, S. Turner, D. Villarreal and R. Walsh. Those against: none. Unanimous. Motion carried.

4. TITAN CENTER URA DRAFT ELIGIBILITY STUDY. The Board may wish to discuss, review and approve the RFQ for the New Titan Center URA Eligibility Study.

McLane asked if we may address agenda item 5 and come back to this item when Brad arrives.

McLane introduced Brad Cramer of Perspective Planning and Consulting LLC.

Brad Cramer of Perspective Planning and Consulting LLC began the PowerPoint presentation that was provided to the Board and will be included with the minutes for records retention. Cramer noted that only one criterion needs to be met and the Teton Center District has only four of fifteen areas that do not meet criterion. The valuation numbers of all the districts seem accurate, except for the Airport, Cramer would like to research this further with Power County Documents. **McLane** clarified the offset road intersection needs to be corrected to make necessary improvements. McLane noted that if park improvements are sought would this be an allowable improvement, as the Park would not generate revenue.

The final eligibility report will come to the Board for final approval in May.

5. MONARCH BUILDING DEMOLITION RFQ. The Board may wish to discuss options for consideration to prepare the RFQ regarding the demolition of the Monarch Building.

Executive Director **Brent McLane** explained there is a little asbestos and the stability of the building's structure is a concern. One option is to save the façade and support the side walls. The Community would like to see the building preserved, but the expense of preservation is a consideration.

The RFQ demonstrating the Scope of Work (SOW) that represents the option of demolition the Board decides today. Securing the building walls of the existing adjoining businesses is important. We could seek partners to take control of the building and redeveloping the preproperty to offset costs. There are tax credits available, if the buyer chooses to apply. There are funds available for these types of uses. The safety concern of not having a structurally sound building during the demolition phase needs to be addressed now.

Lepchenske is in favor of saving the façade. **Turner** asked about stabilizing the two exterior walls of adjacent businesses, and evaluate keeping the façade, and identify the costs. Is there basement? **McLane** replied there is a partial, non-usable basement. **Richardson** asked how this will impact the RFQ and SOW. **McLane** clarified the property needs to be developed for this purpose and send out for proposals, and the Board will select the proposal that meets the use desired.

Parrish asked if the PDA could sell as is. **McLane** stated yes. **Blad** clarified that the PDA can still control what would be developed in the sale, if sold as is. **Blad** asked McLane to change page 3 paragraph 3, first sentence the PDA is not a **municipal corporation**, to fix this in the RFQ. **Hough** noted the Paris building is unique and Hough would like to see a facelift to the block. Hough asks to move to an RFP for a bit more control to how it does develop and to speed up the timeline with the demolishing the building, preserving the façade and stabilizing the two adjoining business walls. Let's create the RFP to give direction that we want to go and identify costs of preserving the façade to guide us on the direction the PDA would like to go. **McLane** noted that he may include flexible options to redevelop and preserve this project and the PDA may then decide on a direction in the review phase.

Villarreal noted this historical façade preservation and economic sense and other options that may be viable. Villarreal spoke with his engineering staff about how to make sure the integrity of the two side walls and floors of the Monarch building property affect the First National Bar and the Paris Buildings, and to make sure that all three parcels are protected. First, consideration of the revenue of these two operating businesses, if affected by the demolition, may be another issue regarding loss of revenue and other factors they may come with the demolition process. Secondly, create a build-out internally and then retention of the façade, by meshing whatever the development of the internal is to the façade and bracing it. Looking for viable ways to support the interest of saving the façade, and finding a way to save the façade. The Board must decide on an RFQ or RFP and if preserving the façade is viable and provide direction to McLane to move forward. Discussion ensued with Board members. The components include: demolition, preservation of façade, stabilization of walls and floors, and redevelopment.

Hough stated that instead of an RFQ, the RFP would identify different phases and would be faster. **McLane** asked for the Board's direction to proceed with an RFP. **McLane** could get input from Downtown neighboring businesses for consideration and redevelopment of the site. **Villarreal** asked that the RFP is open ended to identify the economics of the options of preserving or redeveloping the site, and identify the structural integrity.

It was moved by **J. Hough** and seconded by **B. Blad** to authorize McLane to draft an RFP and identify different options for the destruction and rebuilding of the property. Those in favor: B. Blad, J. Hough, K. Lepchenske, F. Parrish, N. Richardson, S. Turner, D. Villarreal and R. Walsh. Those against: none. Unanimous. Motion carried.

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.

Parrish asked if the 30 day update will be discussed on the Crest Project. **McLane** will touch base with MiaCate for the May meeting.

7. ADJOURN MEETING.

With no more business, **Villarreal** adjourned the meeting at 11:54 AM.

Submitted by:
Aceline McCulla, Secretary

Approved on:

Action Item 3

Pocatello Development Authority
Monthly Finance Report
May 21, 2025
Fiscal Year 2025

Expenditure Approvals:

Checks to be ratified:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
ICCU VISA	dbt25-4a	8.39 Costco

Checks to be approved:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
ICCU VISA	dbt25-5	85.43 Jimmy John's - luncheon
Thane Sparks	2067	1,500.00 May invoice
City of Pocatello	2068	4,055.41 2nd Qtr Staff Charges
Perspective Planning	2069	2,784.25 Invoice 1010-eligibility report Titan Center
SB Friedman Development	2070	7,967.25 Feasibility studies So. 5th - invoice# 7
Elam & Burke	2071	1,725.00 Invoice# 214659
Kimley Horn & Associates	2072	2,540.00 Invoice # 26881600-0425

Board Approval

Cash Balances as of May 21, 2025

	General Fund		Naval Ordinance		North Portneuf		Airport		Northgate		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash*	973,402.30		220,328.47		1,675,870.88		84,687.53		131,126.12		3,085,415.30	
Income												
Administrative fees	-	-	-	-	-	-	-	-	-	-	-	0.00
Property taxes	17,000	-	142,000	160,035.00	98,000	80,442.21	82,000	38,674.60	415,000	473,163.42	754,000	752,315.23
Interest income	100,000	77,151.47	-	-	-	-	-	-	-	-	100,000	77,151.47
Other (mou closure)	-	-	-	13,000.00	-	-	-	-	-	-	-	13,000.00
Total Income	117,000	77,151.47	142,000	173,035.00	98,000	80,442.21	82,000	38,674.60	415,000	473,163.42	854,000	842,466.70
Expense												
Administrative expense	-	-	-	-	-	-	-	-	-	-	-	0.00
Luncheon costs	2,500	1,410.20	-	-	-	-	-	-	-	-	2,500	1,410.20
Office expenses	500	4.57	-	-	-	-	-	-	-	-	500	4.57
Dues and memberships	-	-	-	-	-	-	-	-	-	-	-	0.00
Insurance	11,900	5,949.50	-	-	-	-	-	-	-	-	11,900	5,949.50
City admin charges	20,000	9,785.62	-	-	-	-	-	-	-	-	20,000	9,785.62
Professional services	85,000	30,485.00	-	-	75,000	-	-	-	-	-	160,000	30,485.00
New district/feasibility study	125,000	124,783.50	-	-	-	-	-	-	-	-	125,000	124,783.50
Reimbursement - district imp.	-	-	-	-	-	-	-	-	685,000	683,476.76	685,000	683,476.76
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	172,418.39	172,000	0.00	1,368,000	174,640.00	84,100	0.00	685,000	683,476.76	3,533,100	1,030,535.15



Pocatello #1033

305 West Quinn Rd.
Pocatello, ID 83202

MEMBERSHIP / REFUND

GF Member 111854619394
E 1913327 APPLE BERRY 15.99 A
SUBTOTAL 15.99
TAX 0.96
**** TOTAL **16.95**

XXXXXXXXXXXX0272 H
AID: A0000000031010
Seq# 193387 App#: 972240
Visa Resp: APPROVED
Tran ID#: 510500193387....

APPROVED - Purchase
AMOUNT: \$16.95
04/15/2025 11:50 1033 193 13 624

Visa 16.95
CHANGE 0.00

A 6.00 % TAX RATE 0.96
TOTAL TAX 0.96

TOTAL NUMBER OF ITEMS SOLD = 1
~~04/15/2025~~ 11:50 1033 193 13 624



21103319300132504151150

OP#: 624 Name: Lacy W. (MBR)

Thank You!

Please Come Again

Whse:1033 Trm:193 Trn:13 OP:624

Items Sold: 1
GF 04/15/2025 11:50

PDA Luncheon for May 21, 2025

Jimmy John's
625 S 5th Ave, Pocatello, ID 83204
208-478-1693

City of Pocatello Tax Exempt ID: 82-6000244

Deliver to: City Hall Council Chambers, across from Utility Billing Windows,
911 N. 7th Avenue; 10:30 AM on May 21, 2025. **Call Aceline 406.202.6444 with questions on order and delivery.**

Items	Qty	Each Cost	Totals
12 Half Sandwiches Box	1	\$ 51.13	\$ 51.13
#2 Big John French Bread, EZ Mayo, lettuce, tomato			
#4 Turkey Tom French Bread, EZ Mayo, lettuce, tomato			
#5 Vito French Bread, Tomato, onion and Label 1) Jeff M and 2) Linda			
#12 Beach Club French Bread, EZ Mayo, lettuce, tomato			
#12 Beach Club French Bread, EZ Mayo, lettuce, tomato			
#14 Bootlegger Club French Bread, EZ Mayo, lettuce, tomato			
10 Chips: (2) Jale, (2) Thinny, (2) S&V, (2) BBQ (2) Kickin' Ranch	10	\$ 1.59	\$ 15.90
TOTAL CHECK AMOUNT			\$ 67.03
Gratuity 20% of food			\$ 13.40
Delivery Charge			\$ 5.00
Paid with PDA Credit Card ending in 0272			\$ 85.43

Instructions to prepare and label sandwiches:

- | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| * All sandwiches will be dry, please add vegetables per line item specifications listed above. |
| * Include 1 mayo, 1 mustard packet and three (3) napkins for each sandwich, and Oil/Vinegar for the Little John #5 sandwiches. Thank you for all you do. |

INVOICE

Thane Sparks

3506 E 126 N
Rigby, Idaho 83442
(208) 206-8457

DATE: May 21, 2025
INVOICE # 25-5
FOR: Professional Services

BILL TO:

Pocatello Development Authority
911 N 7th Avenue
Pocatello, Idaho 83201

DESCRIPTION			AMOUNT
Professional Services - May			\$ 1,500.00
		SUBTOTAL	\$ 1,500.00
		TAX RATE	
		SALES TAX	\$ -
		OTHER	
		TOTAL	\$ 1,500.00

Make all checks payable to .

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

Project selection

From project : PDA001 To project : PDA001

Type : O (O=Only, R=Range, S=Selective)

Description begins with :

Description contains . :

From project estimate . : .00 To project estimate . . : 99,999,999,999.99

From project type . . . : To project type : 99

From project sub-type . : To project sub-type . . : 99

Sequence options

OPTION: 3 Project

Project options

Print projects without detail (Y/N/O) : Y

Print inactive projects (Y/N) : Y

Print budget projects (Y/N) : Y

Print projects miscellaneous info? (Y/N) . . . : Y

Account selection

From fiscal year . . . : 2025 To fiscal year : 2025

From account : 001-0000-400.00-00 To account : 999-9999-999.99-99

Type : S (O=Only, R=Range, S=Selective)

Account type selection : Assets: X Liabilities: X Revenue: X Expense: X

Print zero activity accounts (Y/N) : N

Transaction selection

From period : 04 of 2025 To period : 06 of 2025

From transaction date . : 00/00/0000 To transaction date . . : 99999999

Transaction type. . . . : AJ . . :X AP . . :X CR . . :X EN . . :X TF . . :X BA . . :

Print transaction detail? (Y/N) : Y

Print transaction description (Y/N) : Y

Print work order # and job # (Y/N) : N

Summary options

Print classification totals (Y/N) : Y

Print project estimate totals (Y/N) : Y

Print project totals (Y/N) : Y

				BUDGET		PROJECT-TO-DATE		YEAR-TO-DATE		ENCUMBERED		BALANCE	
TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	DESCRIPTION		TRANS AMT	TRANS	ENCUMBERED	FISC YR	PERIOD	
<hr/>													
01-0200-414.31-03		POSTAGE				.00	6.21	6.21		.00		6.21-	
AP	7166158	03/31/2025		001383	17110	U S POSTAL SERVICE-POST		1.38		.00	2025	06	
						METERED POSTAGE MAR25							
AP	7165174	01/31/2025		007170	17110	U S POSTAL SERVICE-POST		.69		.00	2025	04	
						METERED POSTAGE JAN25							
AP	7164824	01/07/2025		005071	17110	U S POSTAL SERVICE-POST		.69		.00	2025	04	
						METERED POSTAGE DEC24							
						TRANSACTION TOTAL:		2.76		.00			
<hr/>													
01-0200-414.40-20		CENTRAL COPIER				.00	160.43	160.43		.00		160.43-	
AP	7166016	03/31/2025		001341	23953	DEX IMAGING(PREV VALLEY		30.01		.00	2025	06	
						MAILROOM COPIER MAR25							
AP	7165512	02/26/2025		009185	23953	DEX IMAGING(PREV VALLEY		26.92		.00	2025	05	
						MAILROOM COPIER FEB25							
AP	7164986	01/28/2025		006712	23953	DEX IMAGING(PREV VALLEY		27.97		.00	2025	04	
						MAILROOM COPIER JAN25							
						TRANSACTION TOTAL:		84.90		.00			
<hr/>													
01-0600-415.10-01		PERS.-EXEMPT, FULL				.00	1,337.87	1,337.87		.00		1,337.87-	
AJ		03/28/2025 PR0328				PAYROLL SUMMARY		320.65		.00	2025	06	
AJ		03/14/2025 PR0314				PAYROLL SUMMARY		58.30		.00	2025	06	
AJ		02/28/2025 PR0228				PAYROLL SUMMARY		116.60		.00	2025	05	
AJ		02/14/2025 PR0214				PAYROLL SUMMARY		58.30		.00	2025	05	
AJ		01/31/2025 PR0131				PAYROLL SUMMARY		116.60		.00	2025	04	
						TRANSACTION TOTAL:		670.45		.00			
<hr/>													
01-0600-415.10-02		PERS.-NONEXEMPT,FU				.00	2,381.80	2,381.80		.00		2,381.80-	
AJ		03/28/2025 PR0328				PAYROLL SUMMARY		318.04		.00	2025	06	
AJ		03/14/2025 PR0314				PAYROLL SUMMARY		176.69		.00	2025	06	
AJ		02/28/2025 PR0228				PAYROLL SUMMARY		204.98		.00	2025	05	
AJ		02/14/2025 PR0214				PAYROLL SUMMARY		219.09		.00	2025	05	
AJ		01/31/2025 PR0131				PAYROLL SUMMARY		148.42		.00	2025	04	
AJ		01/17/2025 PR0117				PAYROLL SUMMARY		141.35		.00	2025	04	
AJ		01/03/2025 PR0103				PAYROLL SUMMARY		219.10		.00	2025	04	
						TRANSACTION TOTAL:		1,427.67		.00			
<hr/>													
01-0600-415.21-01		MEDICAL				.00	682.31	682.31		.00		682.31-	
AJ		03/28/2025 PR0328				PAYROLL SUMMARY		122.72		.00	2025	06	

PROJECT:PDA001-POCATELLO DEVELPMNT AUTH.						TYPE:	-DEFAULT		SUB-TYPE:	-		STATUS: ACTIVE	
						BUDGET	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED		BALANCE		
TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	DESCRIPTION		TRANS AMT	TRANS	ENCUMBERED	FISC YR	PERIOD	
<hr/>													
01-0600-415.21-05 EAP						.00	2.01	2.01		.00		2.01-	
AJ		03/14/2025	PR0314			PAYROLL SUMMARY		.30		.00	2025	06	
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		.36		.00	2025	05	
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		.34		.00	2025	04	
						TRANSACTION TOTAL:		1.00		.00			
<hr/>													
01-0600-415.22-00 WORKERS COMPENSATI						.00	7.55	7.55		.00		7.55-	
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		.72		.00	2025	06	
AJ		03/14/2025	PR0314			PAYROLL SUMMARY		.27		.00	2025	06	
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		.36		.00	2025	05	
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		.32		.00	2025	05	
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		.30		.00	2025	04	
AJ		01/17/2025	PR0117			PAYROLL SUMMARY		.16		.00	2025	04	
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		.27		.00	2025	04	
						TRANSACTION TOTAL:		2.40		.00			
<hr/>													
01-0600-415.24-03 PERSI						.00	446.41	446.41		.00		446.41-	
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		76.43		.00	2025	06	
AJ		03/14/2025	PR0314			PAYROLL SUMMARY		28.19		.00	2025	06	
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		38.48		.00	2025	05	
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		33.24		.00	2025	05	
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		31.71		.00	2025	04	
AJ		01/17/2025	PR0117			PAYROLL SUMMARY		16.91		.00	2025	04	
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		26.47		.00	2025	04	
						TRANSACTION TOTAL:		251.43		.00			
<hr/>													
01-0600-415.24-04 MEDICAL SAVINGS						.00	133.62	133.62		.00		133.62-	
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		9.87		.00	2025	06	
AJ		03/14/2025	PR0314			PAYROLL SUMMARY		4.46		.00	2025	06	
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		5.51		.00	2025	05	
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		5.42		.00	2025	05	

PROJECT:PDA001-POCATELLO DEVELOPMNT AUTH.			TYPE:	-DEFAULT		SUB-TYPE:		-		STATUS: ACTIVE		
TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	TRANS	ENCUMBERED	FISC YR	BALANCE PERIOD
								TRANS AMT				
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		4.33		.00	2025	04
AJ		01/17/2025	PR0117			PAYROLL SUMMARY		3.13		.00	2025	04
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		5.00		.00	2025	04
TRANSACTION TOTAL:								37.72		.00		

01-0600-415.25-00		SOCIAL SECURITY				.00	272.90	272.90		.00		272.90-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		46.48		.00	2025	06
AJ		03/14/2025	PR0314			PAYROLL SUMMARY		17.41		.00	2025	06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		23.49		.00	2025	05
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		20.57		.00	2025	05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		19.31		.00	2025	04
AJ		01/17/2025	PR0117			PAYROLL SUMMARY		10.70		.00	2025	04
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		16.39		.00	2025	04
TRANSACTION TOTAL:								154.35		.00		

01-0601-445.10-01		PERS.-EXEMPT, FULL				.00	1,575.14	1,575.14		.00		1,575.14-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		218.68		.00	2025	06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		109.34		.00	2025	05
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		54.67		.00	2025	05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		54.67		.00	2025	04
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		54.67		.00	2025	04
TRANSACTION TOTAL:								492.03		.00		

01-0601-445.21-01		MEDICAL				.00	369.23	369.23		.00		369.23-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		52.01		.00	2025	06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		26.00		.00	2025	05
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		13.00		.00	2025	05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		13.00		.00	2025	04
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		13.00		.00	2025	04
TRANSACTION TOTAL:								117.01		.00		

PROJECT:PDA001-POCATELLO DEVELOPMNT AUTH.			TYPE:	-DEFAULT			SUB-TYPE:	-			STATUS: ACTIVE		
TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	TRANS	ENCUMBERED	FISC	YR	PERIOD
								TRANS AMT					
01-0601-445.21-02 LIFE						.00	.30	.30		.00			.30-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		.06		.00	2025		06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		.03		.00	2025		05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		.02		.00	2025		04
						TRANSACTION TOTAL:		.11		.00			
01-0601-445.21-03 DENTAL						.00	9.66	9.66		.00			9.66-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		1.36		.00	2025		06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		.68		.00	2025		05
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		.34		.00	2025		05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		.34		.00	2025		04
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		.34		.00	2025		04
						TRANSACTION TOTAL:		3.06		.00			
01-0601-445.21-04 VISION						.00	1.42	1.42		.00			1.42-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		.20		.00	2025		06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		.10		.00	2025		05
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		.05		.00	2025		05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		.05		.00	2025		04
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		.05		.00	2025		04
						TRANSACTION TOTAL:		.45		.00			
01-0601-445.21-05 EAP						.00	.45	.45		.00			.45-
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		.04		.00	2025		05
AJ		01/03/2025	PR0103			PAYROLL SUMMARY		.04		.00	2025		04
						TRANSACTION TOTAL:		.08		.00			
01-0601-445.22-00 WORKERS COMPENSATI						.00	10.34	10.34		.00			10.34-
AJ		03/28/2025	PR0328			PAYROLL SUMMARY		2.70		.00	2025		06
AJ		02/28/2025	PR0228			PAYROLL SUMMARY		1.35		.00	2025		05
AJ		02/14/2025	PR0214			PAYROLL SUMMARY		.68		.00	2025		05
AJ		01/31/2025	PR0131			PAYROLL SUMMARY		.68		.00	2025		04

TYPE		CHK#	TRAN DT	REF #	VOUCH#	BUDGET VEND #	PROJECT-TO-DATE DESCRIPTION	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	.06	.00	2025 05
							TRANSACTION TOTAL:	.06	.00	
32-3010-442.21-03			DENTAL			.00	.75	.75	.00	.75-
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	.75	.00	2025 05
							TRANSACTION TOTAL:	.75	.00	
32-3010-442.21-04			VISION			.00	.20	.20	.00	.20-
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	.20	.00	2025 05
							TRANSACTION TOTAL:	.20	.00	
32-3010-442.22-00			WORKERS COMPENSATI			.00	1.37	1.37	.00	1.37-
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	1.37	.00	2025 05
							TRANSACTION TOTAL:	1.37	.00	
32-3010-442.24-03			PERSI			.00	13.29	13.29	.00	13.29-
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	13.29	.00	2025 05
							TRANSACTION TOTAL:	13.29	.00	
32-3010-442.24-04			MEDICAL SAVINGS			.00	2.57	2.57	.00	2.57-
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	2.57	.00	2025 05
							TRANSACTION TOTAL:	2.57	.00	
32-3010-442.25-00			SOCIAL SECURITY			.00	8.39	8.39	.00	8.39-
AJ			02/28/2025	PR0228			PAYROLL SUMMARY	8.39	.00	2025 05
							TRANSACTION TOTAL:	8.39	.00	
53-5300-416.40-99			OTHER PURCH. PROF.			.00	.79	.79	.00	.79-
							TRANSACTION TOTAL:	.00	.00	
=====										
PROJECT: PDA001 ===== P R O J E C T T O T A L S =====										
CLASSIFICATION TOTALS:								EXPENDITURES:		4,055.41
TRANSACTION TOTAL:										4,055.41
ESTIMATE COMPARISON:										.00
(ACTUAL) SUMMARY TOTAL:										.00
=====										
MISCELLANEOUS INFO:		CODE	FREEFORM INFORMATION					DATE		
		----	-----					----		
		MISC	TO TRACK TIME SPENT WORKING ON PDA IN CASE THE					06/18/2019		
		MISC	CITY WANTS TO BILL THEM FOR SERVICES.					06/18/2019		

INVOICE

Perspective Planning and
Consulting, LLC
1742 Avalon St
Idaho Falls, ID 83402-3054

brad@perspective-planning.com
+1 (208) 589-0020



PDA

Bill to

Pocatello Development Authority
911 N 7th
Pocatello, ID 83201

Ship to

Pocatello Development Authority
911 N 7th
Pocatello, ID 83201

Invoice details

Invoice no.: 1010
Terms: Net 30
Invoice date: 05/02/2025
Due date: 06/01/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Professional Services	Draft eligibility report	5	\$165.00	\$825.00
2.	Professional Services	Draft eligibility report	4.5	\$165.00	\$742.50
3.	Professional Services	Draft eligibility report	1	\$165.00	\$165.00
4.	Graphic Design	Maps and document layout	2	\$110.00	\$220.00
5.	Professional Services	Slides for eligibility report presentation	1.5	\$165.00	\$247.50
6.	Professional Services	Speaker notes for April meeting	1	\$165.00	\$165.00
7.	Travel	Travel for monthly meeting	1.5	\$65.00	\$97.50
8.	Professional Services	Final meeting prep and attendance at monthly meeting	1	\$165.00	\$165.00
9.	Professional Services	Finalization of eligibility report base values	0.25	\$165.00	\$41.25
10.	Professional Services	Finalization of eligibility report base values	0.6	\$165.00	\$99.00
11.	Professional Services	Draft and review emails re: final draft of eligibility study	0.1	\$165.00	\$16.50

Total

\$2,784.25

SB Friedman Development Advisors, LLC
70 W. Madison St., Suite 3700
Chicago, IL 60602
312/424-4250 fax 312/424-4262

May 5, 2025
Invoice No: 7

Brent McLane
Pocatello Development Authority
P.O. Box 4169
Pocatello, ID 83205-4169

Project 00112.23 Pocatello – 3 URA Feasibility Studies
South 5th

Professional Services Rendered Re: Prepared revenue projections including a data update, prepared project list, met with the City, and conducted internal and external coordination.

March 29, 2025 to April 25, 2025

	Hours	Rate	Amount	
C. Kay, Senior Vice President	3.75	\$300.00	\$1,125.00	
E. Caminer, Senior Project Manager	9.75	\$276.00	\$2,691.00	
A. Daniel, Senior Associate	20.25	\$205.00	\$4,151.25	
	<u>33.75</u>		<u>\$7,967.25</u>	
Total Professional Fees				\$7,967.25
			Total this Invoice	\$7,967.25

Thank you. We appreciate the opportunity to work with you.

Invoices are payable within 30 days.

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



April 30, 2025

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

Invoice No. 214659
Client No. 9212
Matter No. 3
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from April 1, 2025 through April 30, 2025.

RE: Special Counsel General

Total Professional Services	\$ 1,725.00
Total Costs Advanced	<u> \$.00 </u>
TOTAL THIS INVOICE	\$ 1,725.00



POCATELLO DEVELOPMENT AUTHORITY
ATTN: BRENT MCLANE
911 N 7TH AVENUE
POCATELLO, ID 83201

SUMMARY OF OUTSTANDING INVOICES AS OF 04/09/2025

This is not an invoice. It is a summary of outstanding invoices.
Please disregard this notice if you have already sent payment for the invoices referenced below.

Project	Project Name	Invoice Date	Invoice	Invoice Amount	Amount Received	Balance Due
Project Manager: GROVE, DANIEL						
268816000	SOUTH 5TH URA - POCATELLO	11/30/24	268816000-1124	1,500.00	0.00	1,500.00
		12/31/24	268816000-1224	6,680.00	0.00	6,680.00
		01/31/25	268816000-0125	6,660.00	0.00	6,660.00
		02/28/25	268816000-0225	3,500.00	0.00	3,500.00
		03/31/25	268816000-0325	4,200.00	0.00	4,200.00
TOTAL FOR SOUTH 5TH URA - POCATELLO				22,540.00	0.00	22,540.00
TOTAL FOR OUTSTANDING INVOICES				22,540.00	0.00	22,540.00
TOTAL AMOUNT DUE						\$22,540.00

Payment Information

Please Send Payments to:

KIMLEY-HORN AND ASSOCIATES, INC.
P.O. BOX 856408
MINNEAPOLIS, MN 55485-6408

For Electronic Payments:

ABA#: 121000248
Bank Name and Address: Wells Fargo Bank, N.A., San Francisco, CA 94163
Account Number: 207 308 915 9554
Account Name: Kimley-Horn and Associates, Inc.

Please be sure to include the project number(s) and invoice number(s) in the addenda records.
Wire transfer information is available upon request.

If you have any questions regarding this invoice, please email Saul.Vargas@kimley-horn.com

Action Item 4

MEMORANDUM OF UNDERSTANDING

POCATELLO DEVELOPMENT AUTHORITY

(Bannock Development Corporation – Financial Feasibility Study for Development of a Multi-Use Complex – Pocatello Regional Airport Revenue Allocation Area)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between the Urban Renewal Agency of Pocatello, Idaho, also known as Pocatello Development Authority, an independent public body, corporate and politic, of the State of Idaho (hereinafter the “Agency”), and Bannock Development Corporation, an Idaho non-profit corporation (hereinafter “BDC”), collectively referred to as the “Parties.” This MOU is effective as of the date last signed by all Parties (the “Effective Date”).

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. 2889 on November 4, 2010, approving the Pocatello Regional Airport Urban Renewal Area and Revenue Allocation District Plan (the “Airport Plan”), and establishing the Airport Plan revenue allocation area (the “Project Area”). The termination date of the Airport Plan and Project Area is 2033;

WHEREAS, the City of Pocatello (the “City”) owns or controls non-aviation land within the Project Area;

WHEREAS, the City and BDC seek to convert the City-owned airport property into a destination for sports facilities, hotels, restaurants and other entertainment opportunities, which project is referred to as the Pocatello C.R.E.S.T. Destination Project (the “Project”). CREST is an acronym for convention, recreation, entertainment, sports, and travel;

WHEREAS, the financial feasibility of the Project is unknown;

WHEREAS, on January 24, 2025, BDC entered into an agreement Pendulum Studio LLC (“Pendulum”) to provide a financial feasibility study for the Project, which scope of services costs sixty-five thousand and 00/100 dollars (\$65,000) (the “Study”);

WHEREAS, pursuant to the agreement the City is committed to fund the Study;

WHEREAS, pursuant to Idaho Code §§ 50-2007(f) and 50-2015, City and Agency are

authorized and empowered to enter into such contracts as may be necessary to carry out the purposes of the Law;

WHEREAS, BDC presented the Project to the Agency Board at its meeting on March 19, 2025;

WHEREAS, the Airport Plan contemplated the use of revenue allocation proceeds to fund master planning within the Project Area;

WHEREAS, the Agency seeks to support projects that stimulate job creation, expanded employment opportunities and economic development opportunities within the Project Area, and the Agency has non-obligated funds available to fund the Study;

WHEREAS, the Project furthers the Agency's goals;

WHEREAS, in consideration for funding the Study, in lieu of the City, BDC agrees to provide the Agency with monthly reports on the status of the Study and/or the Project, and to perform the scope of services attached hereto in Exhibit A;

NOW, THEREFORE, LET IT BE UNDERSTOOD AS FOLLOWS:

AGREEMENTS

1. BDC will pay for the Study when due, and will submit the invoice and evidence of payment to the Agency. The Agency will reimburse BDC within thirty (30) days upon receipt of the requested documentation.

2. A BDC representative will attend all Agency meetings and will provide status updates on the Study and/or the Project. It is anticipated the Study will be completed on or before June 1, 2025.

3. The term of this MOU shall be for a period of twelve (12) months from the Effective Date of this MOU or until the Agency and BDC mutually agree to terminate this MOU. The MOU may be extended by agreement of the Parties.

4. This MOU constitutes the entire agreement between the Parties and supersedes all other agreements and understandings, written and oral, between the Parties with respect to the subject matter hereof. The Parties hereto may, at any time hereafter, modify or amend this MOU by a subsequent written agreement executed by both Parties. This MOU may not, however, be modified or amended orally, nor shall this MOU be deemed modified or amended in any way by any act of either of the Parties hereto.

5. All Parties hereto are or have been afforded the opportunity to be represented by counsel in the course of the negotiations for and the preparation of this MOU; accordingly, in all cases, the language of this MOU will be construed simply, according to its fair meaning, and not strictly for or against any party.

6. No covenant, term, or condition, or breach thereof, shall be deemed waived, except by written consent of the party against whom waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any other covenant, term, or condition herein or of any future breach of the provision in question. Acceptance by a party of any performance by another party after the time the same shall have become due shall not constitute a waiver by the first party of the breach or default of any such covenant, term, or condition unless otherwise expressly agreed to in writing by the first party.

7. This MOU may be executed in counterparts, and once so executed by both Parties hereto, each such counterpart shall be deemed to be an original, but all such counterparts together shall constitute but one agreement.

8. If any provision of this MOU or its application to any person or circumstance is held invalid, the remainder of this MOU or the application to other persons or circumstances shall not be affected.

9. The Parties represent and warrant that they are authorized to execute this MOU on behalf of the entities indicated below.

10. **Contract With A Company Owned or Operated By the Government of China Prohibited.** BDC 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.

11. **Anti-Boycott against Israel Certification.** In accordance with Idaho Code Section 67-2346, BDC, by entering into this MOU, 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.** BDC hereby certifies pursuant to Section 67-2347A, Idaho Code, that BDC, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this MOU, 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.

May 21, 2025	AGENCY: URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO, A/K/A THE POCA TELLO DEVELOPMENT AUTHORITY By: _____ David Villarreal, Chair
ATTEST: _____ Aceline McCulla, Secretary	
May 8, 2025	BANNOCK DEVELOPMENT CORPORATION, an Idaho non-profit corporation By: <u>Mia Cate Kennedy L, CEO</u> Executive Director

EXHIBIT A

BDC shall provide the following services:

- a. Business Development within the Project Area.
 - i. BDC shall attract new businesses and relocate existing businesses within the boundaries of the Project Area by identifying and soliciting potential companies and businesses to bring their operations to the Project Area.
 - ii. For existing businesses, BDC shall provide consulting and mentoring services to improve and strengthen businesses currently located within the Project Area.
- b. Project Development within the Project Area.
 - a. BDC shall make measurable and quantifiable progress on making the following project occurs within the Project Area
 - 1. CREST Project

For the above project, measurable progress shall be defined as advancing community partnerships, obtaining capital or securing financing, developing business plans, and executing contract and agreements.

- c. Economic Development Consulting to Agency. On a case by case basis, BDC shall respond and fulfill specific requests submitted to BDC from the Agency Board regarding requests for economic analysis and research as it may relate to projects within the Project Area.

Action Item 5

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between the **Pocatello Development Authority** ("Owner") and **Keller Associates, Inc.** ("Consultant") and is effective as of the date of the last signature to the Agreement (Effective Date).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:
See Attachment A Scope of Work. ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows: See Attachment A Scope of Work.

SCHEDULE: The schedule shall commence on the Effective Date of the Agreement. Consultant anticipates completing its services within nine month of receiving the Notice to Proceed

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$510,000 (Five hundred and ten thousand dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date of the last signature below. The Terms and Conditions attached are included and incorporated in this agreement by this reference. Owner and Consultant further acknowledge that they have reviewed and accepted the attached Terms and Conditions.

OWNER: Pocatello Development Authority

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Date: _____

Signature: _____
Name: Nathan Cleaver
Title: Principal
Address: 305 N 3rd Ave., Ste A
Pocatello, ID 83201
Telephone: (208) 238-2146
Date: _____

TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, 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 guarantee the performance of the construction contract by the contractor and 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. Owner agrees to indemnify and hold harmless Consultant from any liability for fraudulent electronic transfers.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

Consultant Reliance: Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability and Waiver: In the event any of these contract provisions are found to be illegal or otherwise unenforceable, the unenforceable contract provisions will be stricken, and those remaining contract provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.



Railroad Overpass and Access Roadway

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

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement between the **Pocatello Development Authority** ("Owner") and **Keller Associates, Inc.** ("Consultant") and is effective as of the date of the last signature to the Agreement (Effective Date).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:
See Attachment A Scope of Work. ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows: See Attachment A Scope of Work.

SCHEDULE: The schedule shall commence on the Effective Date of the Agreement. Consultant anticipates completing its services within nine month of receiving the Notice to Proceed

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of \$510,000 (Five hundred and ten thousand dollars) as described in Attachment A.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date of the last signature below. The Terms and Conditions attached are included and incorporated in this agreement by this reference. Owner and Consultant further acknowledge that they have reviewed and accepted the attached Terms and Conditions.

OWNER: Pocatello Development Authority

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Date: _____

Signature: _____
Name: Nathan Cleaver
Title: Principal
Address: 305 N 3rd Ave., Ste A
Pocatello, ID 83201
Telephone: (208) 238-2146
Date: _____

TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, 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 guarantee the performance of the construction contract by the contractor and 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. Owner agrees to indemnify and hold harmless Consultant from any liability for fraudulent electronic transfers.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

Consultant Reliance: Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability and Waiver: In the event any of these contract provisions are found to be illegal or otherwise unenforceable, the unenforceable contract provisions will be stricken, and those remaining contract provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Railroad Overpass and Access Roadway



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 foot 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,

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 selected alternative of the proposed grade separation in accordance with 3.10.A of the GUIDE.

Assumptions:

- No more than 3 structure alternatives will be investigated.
- One (1) selected alternative will be provided and detailed in the Bridge Concept Report.
- 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, see attached Geotechnical scope of work.

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.

Railroad Overpass and Access Roadway



Assumptions

BTPO will provide the travel demand model output.

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

PROJECT MANAGEMENT AND ADMINISTRATION

The consultant will implement a series of project administration and management tasks throughout the project until completion. These tasks will be the responsibility of Rocky Benedetti, P.E., project manager, and are summarized in the following sections.

Project Management

STRATA will participate in the kick-off project meeting, progress meetings, and subconsultant coordination meetings and coordinate with our subcontractors (borings, test pits, traffic control) to schedule the proposed fieldwork.

Assumptions

- STRATA services duration –6 months
- Six monthly internal coordination meetings at 30 minutes per meeting. Three strata representatives
- Six coordination meetings with Keller and the design team at 30 minutes per meeting. Two STRATA representatives. STRATA will provide agenda items regarding their scope of services to Keller ahead of time.

Project Set-Up and Initiation

STRATA will complete an internal project setup including the creation of electronic and physical recourses, as well as our cost accounting, tracking, and budgeting software (Ajera). An internal team meeting will be held to coordinate our services, which is expected to address the following:

- Summary of scope, budget, and schedule
- Project design team members and communication protocols
- Staff assignments and contract-specific information

Project Administration

STRATA will manage the budget and provide monthly invoices to Keller for review and submission to The City of Pocatello if needed.

Deliverables

- Monthly progress reports – 6 reports
- Monthly Invoices – 6 invoices
- Subconsultant Invoices – 2 invoices

DESIGN PHASE

Project Understanding

We understand this project will include 1.4 miles of new roadway and a new overpass/bridge spanning the Union Pacific Railroad line near Batiste Road and US-30 in Pocatello, Idaho. The project may include realignment of Batiste Road north of US-30, or potentially moving the intersection of Batiste Road, south of US-30 to the east. The new, two-lane bridge will require embankment construction for the approaches. Preliminary alignments for the new roadway, intersections, and bridge were provided and used to develop the proposed exploration plan. Any changes to the preliminary alignments may require adjustments to our field evaluation.

Existing Surface and Anticipated Subsurface Conditions

Based on a review of the publicly available historical aerial images for the area around the site and our previous experience in the area, we anticipate the surface elevations to vary across the site. However, we also assume that existing grades will closely match the finished grade for all project elements, including the new road alignments.

To identify the site's soil characteristics, we reviewed publicly available historical aerial images, *Idaho Department of Water Resources* (IDWR) water well logs, published geologic maps, and previous geotechnical reports we have completed near the site. Our research and previous experience suggest the site's subsurface conditions will primarily consist of undocumented fill associated with previous developments and native clayey gravel with boulders and cobbles within the upper 10-15 feet, underlain by alluvial sand and gravel with cobbles and boulders. Intermittent layers of fined-grained deposits (silt/clay) are possible within the gravels. Depth to groundwater is anticipated to vary based on surface elevation, and the proximity to the Portneuf River. We anticipate groundwater will be encountered within the upper 25 feet near the surface water. Additional technical literary search and data review will be completed before completing our geologic site reconnaissance.

SCOPE OF SERVICES

Based on the above project understanding, we propose to accomplish the following scope of services, when authorized:

1. Coordinate with Keller and the City of Pocatello to delineate exploration schedules, locations, utility issues, cleanup expectations, site access issues, and other exploration-specific considerations. STRATA will conduct additional geological reconnaissance of the project area. Information collected as part of the technical literature search and data review will be summarized and taken to the field for verification. We understand that the abutments are planned to be constructed outside of the railroad right-of-way. Therefore, we assume our borings can be located outside of the railroad right-of-way, and that eRailSafe is not required for access. After the reconnaissance, data from published records and field observations will be reduced to pertinent information applicable to the project area and proposed corridor improvements. The field reconnaissance will be performed concurrently with the marking of the exploration locations (typically required by the regional utility locate service before submitting a utility locate request). Identification of existing structures, including drainage structures, is not part of our proposed scope of services.
2. In accordance with Idaho state law, we will contact the regional utility service, DIG LINE IDAHO's one-call notification system, to locate member utilities at each site and limit the potential for damage to these existing utilities at the exploration locations. The location of private utilities is the responsibility of the City of Pocatello. STRATA can subcontract private utility locations for an additional fee upon request. Once the utility locations have been established in accordance with state law, STRATA will not be responsible for damage to unmarked utilities.
3. Subcontract to advance borings near the proposed bridge and along the proposed roadway alignment. Borings will be completed using a truck-mounted drill rig equipped for soil sampling. Table 1 provides estimated exploration depths and purposes. Samples will be obtained at the surface at 2½-foot intervals to 10 feet (or termination depth for shallow explorations) and at 5-foot intervals thereafter. Bulk samples will be taken at select locations for Idaho R-value tests. The borings will be backfilled in accordance with IDWR requirements. Borings in pavement locations are not anticipated, but if performed, an asphalt cold patch will be placed to match the existing pavement thickness. Excess cuttings will be disposed of onsite.

Table 1. Proposed Exploration Program

Exploration Location	Exploration Type and Quantity	Estimated Depth (Feet)	Comments
North Side of Proposed Bridge	Two Borings	80, 100	Bridge abutment
South Side of Proposed Bridge	Two Borings	80, 100	Bridge abutment
New Road Alignment	Up to Four Borings	10 to 15	Along proposed roadway alignment

4. Log the subsurface profiles and visually describe and classify the soil encountered, referencing the *Unified Soil Classification System* (USCS) ASTM D2488. Groundwater levels will be recorded when encountered. We will stake/paint and label each location if desired to assist in future surveying. Additionally, we will document exploration locations using a recreationally available global positioning system (GPS) device accurate to ± 15 feet, with subsequent locations using conventional survey methods by Keller.
5. Install one monitoring well to a depth of up to 25 feet below existing grade. The monitoring well will be capped with a flush-mounted, locking cover.
6. Subcontract to complete shear wave velocity (Vs100) soundings near the proposed abutments. The shear wave velocity data is necessary to determine the appropriate site-specific seismic site classification and ground motion analysis. Two Vs100 arrays will be performed, with one on either side of the UPRR lines, parallel to the tracks near each abutment.
7. Soil samples recovered during our subsurface exploration, will be classified and index tested in accordance with the USCS referencing *ASTM International* test standards. Specific samples may be tested to further define their physical and engineering properties. The anticipated testing program could include—but is not limited to those shown in the following table (quantities are approximate).

Test Designation	Anticipated Quantity
Moisture content determination by mass	16
Grain Size Analysis, Coarse & Fine through No. 200 Sieve	8
Particle-size distribution (passing #200 sieve only)	12
Atterberg Limits	4
Chemistry suite (sulfates, pH, resistivity)	2
One-Dimensional Consolidation	3
Triaxial Shear (unconsolidated undrained)	2
Idaho T-8 (Idaho R-Value)	2

We will retain soil samples in our laboratory for 60 days following the completion of our geotechnical engineering evaluation report; the samples will subsequently be discarded unless we are directed in writing to retain the samples for a longer period.

8. Review the team's design development documents to provide geotechnical design and construction recommendations for the following:
- Earthwork
 - Site preparation
 - Site stripping
 - Undocumented fill removal, if required
 - Proof-rolling and other site-specific subgrade preparation requirements such as over excavation/backfill
 - Excavation characteristics
 - Earthwork material specifications
 - *Structural Fill* requirements
 - Onsite soil re-use feasibility
 - Required compaction.
 - Wet weather, wet soil construction, and over-excavations
 - Geosynthetic applications (if necessary)
 - Geotechnical seismic parameters
 - AASHTO site classification
 - Seismic design accelerations
 - Liquefaction potential
 - Lateral earth pressures for retaining walls and/or below-grade structural elements.
 - Active equivalent fluid pressures (EFPs), at-rest EFPs, and passive EFPs
 - Estimated dynamic lateral earth pressure
 - Lateral earth pressure estimation due to surcharge/other anticipated surface loads
 - Drainage considerations
 - Shallow foundation design recommendations
 - Allowable foundation bearing pressure and the bearing pressure increase from the transient loading conditions
 - LRFD Strength and Service Limit Design recommendations, including recommended LRFD resistance factors, if needed.
 - Total and differential foundation settlement estimates
 - Coefficient of foundation base sliding friction (f_s), including LRFD resistance factors, if needed.
 - Frost penetration depth
 - Drainage considerations
 - Deep Foundation (Drilled Shafts) Criteria for abutment foundations, including allowable end bearing, side friction, and torsion resistance, and LPILE design parameters
 - Slope stability analysis
 - Analysis of one critical cross-section for the proposed embankment slopes.
 - Flexible Asphalt Pavement Design Recommendations
 - Up to 2 flexible pavement designs based on the gravel equivalency method.
 - Design R-values based on laboratory testing and soil correlations

- Traffic loading assumptions
9. Prepare a geotechnical engineering evaluation report deliverable summarizing the recommendations listed above, and including the following appendices:
- Project Vicinity Sketch
 - A site plan showing exploration locations
 - Summary of all field and laboratory testing results (exploration logs)
 - LRFD strength, extreme, and services limit bearing capacity plots, if required
 - References
10. Complete a review of geotechnically relevant portions of the project's final plans and specifications

ESTIMATED SCHEDULE AND FEES

Depending on drilling subcontractor availability, we can typically perform the field exploration within approximately 4 weeks of receiving notice to proceed. We anticipate fieldwork will require up to 8 business days on site (work tasks may occur simultaneously). Laboratory testing will require approximately 3-4 weeks and our draft report will be issued approximately 4 weeks following the completion of laboratory testing (approx. 8 weeks after the completion of fieldwork).

Our fee for the proposed geotechnical engineering evaluation is based on our understanding of the site access, proposed project, schedule, and anticipated subsurface conditions. If the project is abandoned, we will bill for all services rendered up to the time we receive written notification of project abandonment. We will not exceed the quoted fee without your authorization. We have provided a cost estimate in the attached Excel sheet.

We anticipate preparation and delivery of our report will include the following activities:

- a. Report write-up
- b. Internal quality control/quality assurance review
- c. Issue draft report for Keller review
- d. Address Keller review comments
- e. Issue draft report for City of Pocatello review
- f. Address City of Pocatello review comments
- g. Issue final report for City of Pocatello acceptance

ADDITIONAL SERVICES

STRATA has proposed the installation of one piezometer/monitoring well to a depth of up to 25 feet below the existing ground surface for groundwater monitoring. STRATA is available to monitor groundwater in the project area monthly through the irrigation/anticipated high water season. The monitoring well will be placed at a location outside of anticipated traffic areas. We have included 6 visits to check groundwater depths in approximately the months of March through August.

LIMITATIONS AND ASSUMPTIONS

Our fee estimate for the proposed scope of services is based on the following assumptions:

- Permits (including environmental clearances) are not required to access the site or for any work related to our geotechnical field investigation.
- Exploration will be completed within the City's right-of-way, and outside of UPRR's right of way. Any private landowner coordination will be completed by Keller or the City of Pocatello. The client will provide to STRATA, before mobilization, the legal right of entry to the site (and other areas, if required) to conduct the scope of

services. ERailSafe training/screening will not be completed for any personnel and is excluded from this scope of service for STRATA and our subcontractors. Any other permits, training, or access requirements have also not been included.

- The client will notify STRATA, before mobilization, of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.).
- Private utilities will be located by the City of Pocatello, as coordinated by Keller. As a safety precaution, we will not proceed with the subsurface investigation if we suspect unmarked utilities are present.
- Field exploration will be completed within 7 business days (assumed production rate of 60 feet per day based on the project size and accessibility) for borings, and 1 business day for geophysics. Some tasks may occur simultaneously.
- The site is accessible by a truck/trailer-mounted drill rig with rubber-tire equipment and passenger vehicles, and exploration will not require snow or ice removal for site access.
- We do not anticipate traffic control will be required for this project. STRATA can coordinate and subcontract traffic control services should they become necessary for an additional fee.
- The bridge structure included in this scope of work will be supported on shallow or deep foundations. Deep foundation options will only be evaluated if shallow foundations are not feasible.
- We do not propose to provide any environmental services, engineering evaluation of below-grade structures, or any other services not stated in this proposal. If this is desired, please contact us for a revised proposal.
- Subsurface exploration activities will cause disturbance to the site. At the conclusion of our work, exploration locations will be backfilled level with the surrounding ground surface in accordance with IDWR requirements. No other site restoration is included in this proposal, and additional site restoration (such as landscaping and removal or grading of excess excavation spoils), if necessary, is the client's responsibility.
- Additional exploration charges resulting from unanticipated subsurface conditions, access restrictions, adverse weather, etc., will be charged on a time-and-expense basis but only after receiving prior approval from the client.
- Traffic control will not be required for monthly water level readings.

STRATA's geotechnical involvement is limited to verifying that the geotechnical recommendations provided in our geotechnical evaluation were fully implemented. Therefore, STRATA is not assuming the engineer-of-record role for any portion of the project except those specifically listed in our geotechnical evaluation. If it is determined that geologic or seismic hazards are present at the site and remediation is necessary, we will discuss mitigation methods with Keller and the City of Pocatello. As such, an additional proposal will be provided for developing the mitigation design and the foundation solution for the project.

In addition to the above assumptions, our proposed scope of services is intended to provide a geotechnical engineering evaluation for the proposed North Portneuf Crossing project, located in Pocatello, Idaho. We have provided this proposed scope of services based on our current understanding of the project requirements. However, additional engineering analyses and field exploration may be required as a result of changes in project concept or alignments, or unique or unusual soil, rock, or groundwater conditions exposed during exploration around the proposed structure. These additional services will not be provided without prior approval.