AGENDA

CITY OF POCATELLO
REGULAR CITY COUNCIL MEETING

APRIL 17, 2025 • 6:00 PM

COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE

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

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

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

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

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

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

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1. ROLL CALL AND PLEDGE OF ALLEGIANCE

2. INVOCATION

The invocation will be offered by Merriann Forrest, representing HS Jeshua Ministries.

3. CONSENT AGENDA

The following business items may be approved by one motion and a vote. If any one member of the Council so desires, any matter listed can be moved to a separate agenda item. **(ACTION ITEM)**

(a) **MINUTES:** Council may wish to waive the oral reading of the minutes and approve the minutes from the following meetings: Work Session meeting of March 13, 2025; Clarification and Regular City Council meetings of March 20, 2025; and Special City Council meeting of April 10, 2025.

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

(c) **B.I.D MANAGEMENT AGREEMENT – HISTORIC DOWNTOWN POCATELLO, INC.:** Council may wish to approve a renewal of the Management Agreement with Historic Downtown Pocatello, Inc., subject to Legal Department review, to administer and manage the operation of the Business Improvement District (B.I.D.). Council may also wish to acknowledge that they have reviewed the employment agreement of Stephanie Palagi with Historic Downtown Pocatello, Inc. as provided for in the Management Agreement.

Documents:

AGENDA-ITEM-3.PDF

4. PROCLAMATIONS

5. CALENDAR REVIEW

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

6. PUBLIC HEARING – PROPOSED FISCAL YEAR 2025 SANITATION FEE AMENDMENT AND RESOLUTION

This time has been set aside for the Council to hear comments from the public regarding proposed mid-year fee changes amending Exhibit S, Sanitation Department Fees, of the City's Fee Schedule for sanitation services for Fiscal Year 2025. Council may wish to adopt the proposed amendment by Resolution. **(ACTION ITEM)** (Legislative Public Hearing)

Documents:

AGENDA-ITEM-6.PDF

7. PUBLIC HEARING – VACATION OF RIGHT OF WAY – 1800 BLOCK OF BENCH ROAD

This time has been set aside for the Council to hear comments from the public regarding a request by Pocatello/Chubbuck School District 25 (mailing address: 3115 Pole Line Road, Pocatello, ID 83201), represented by Jonathan Balls, to vacate the public's interest of 1.59 acres (more or less) of the 1800 block of Bench Road extending from the south entrance into Connections Credit Union to the southern-most entrance of Highland High School parking lot entrance. Staff recommends approval of the vacation with conditions. **(ACTION ITEM)** (Quasi-judicial public hearing)

Documents:

AGENDA-ITEM-7.PDF

8. FINAL PLAT APPLICATION – ASPEN GROVE SUBDIVISION

Council may wish to approve a final plat application submitted by Gate City Builders, represented by Sunrise Engineering (mailing address: 600 East Oak Street, Pocatello, ID 83201) to subdivide four (4) parcels encompassing 5.56 acres (more or less) into nine (9) lots. The property is located at 2806 South 5th Avenue and will be known as Aspen Grove Subdivision. The Planning and Zoning Commission recommended approval of the final plat following a public hearing held January 8, 2025. Staff recommends approval of the plat with conditions. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-8.PDF

9. GRANT APPLICATION RATIFICATION – U.S. DEPARTMENT OF TRANSPORTATION RURAL AND TRIBAL ASSISTANCE (RTA) PILOT PROGRAM

Council may wish to approve a request to ratify a grant application through the U.S. Department of Transportation Rural and Tribal Assistance (RTA) Pilot Program in the amount of $500,000.00 and if awarded, authorize acceptance of the grant and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. The grant would provide necessary funding for completion of a municipal services impact analysis. There is no required match. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-9.PDF

10. AMERICAN WWII HERITAGE CITY NOMINATION APPLICATION

Council may wish to approve submission of the American WWII Heritage City nomination application to the National Park Service and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. This designation recognizes the contributions of one jurisdiction in each state regarding U.S. involvement in World War II. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-10.PDF

11. SURPLUS AND SALE OF SEIZED ASSETS – POLICE DEPARTMENT

Council may wish to approve the following requests from the Pocatello Police Department, subject to Legal Department review: **(ACTION ITEM)**

a) Declare three (3) vehicles as surplus, which were seized during ongoing investigations. The vehicles have been adjudicated and awarded to the Police Department by the Bannock County Prosecutor's Office in accordance with Asset Forfeiture Laws; and

b) Authorize the sale of the vehicles through auction and authorize the Mayor's signature on all pertinent documents.

Documents:

AGENDA-ITEM-11.PDF

12. PROFESSIONAL SERVICES AGREEMENT – DAVEY RESOURCE GROUP

Council may wish to accept the recommendation of staff and approve a Professional Services Agreement with Davey Resource Group in the amount of $175,000.00 to develop an Urban Forest Plan and authorize the mayor's signature on all pertinent documents, subject to Legal Department review. The project is funded by a US Forest Service Urban and Community Forestry grant. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-12.PDF

13. LOCAL PROFESSIONAL SERVICES AGREEMENT – MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY PROJECT –

KELLER ASSOCIATES, INC.

Council may wish to approve a Local Professional Services Agreement between the City of Pocatello, Local Highway Technical Advisory Council (LHTAC), and Keller Associates, Inc. for construction inspection services for the Monte Vista to Pocatello Creek Road Pathway Project and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. There is no additional financial requirement or match for this project. The full match for the grant is covered by local non-profit organizations. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-13.PDF

14. CONSTRUCTION MANAGEMENT SERVICES GUARANTEED MAXIMUM PRICE AMENDMENT FOR RECYCLING FACILITY REMODEL – SANITATION SERVICES

Council may wish to accept the recommendations of staff and approve a Guaranteed Maximum Price Amendment to the previously awarded contract for Construction Management Services for the partial remodel of the City's recycling facility in an amount not to exceed $646,642.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Funding for the project has been budgeted in the FY25 Sanitation Services budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-14.PDF

15. BID ACCEPTANCE/CONTRACT AWARD FOR NORTH MAIN EXTENSION SEWER PROJECT – VORTEX SERVICES, LLC

Council may wish to accept the recommendations of staff and award the bid for the North Main Extension sewer project to Vortex Services, LLC, in the amount of $428,995.00 and authorize the Mayor's signature on all applicable documents, including change orders up to 5% of the project total, subject to Legal Department review. Funding for the project has been budgeted in the

FY25 Water Pollution Control (WPC) budget. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-15.PDF

16. RESOLUTION – DISSOLVING CHILD CARE ADVISORY COMMITTEE

Council may wish to adopt a Resolution dissolving the Child Care Advisory Committee and expressing appreciation to its members for their service. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-16.PDF

17. ORDINANCE

The Council has the following options for reading ordinances. If the Council makes no motion, the ordinance will be read on three (3) different days, two (2) readings of which may be by title only and one (1) reading of which shall be in full and placed on final passage for publication. **(ACTION ITEM)**

EXAMPLE MOTIONS:

Option 1: FOR ONE READING UNDER RULES SUSPENSION: "I move the ordinance, Agenda Item # , be read only by title and placed on final passage for publication, and that only the ordinance summary sheet be submitted for publication."

Option 2: FOR THREE SEPARATE READINGS: "I move the ordinance, Agenda Item # , be read on three separate days. First and second readings will be by title and in full on the third reading. The ordinance shall then be placed on final passage for publication, and only the ordinance summary sheet be submitted for publication."

Before the ordinance can be read under Option 1, the Council must pass said motion by a vote of one-half plus one (4) of the full Council.

Ordinances ready for reading:

17) An ordinance repealing Title 5.28 – Childcare effective April 18, 2025 as a result of the Idaho State Legislature's preemption of local control. **(ACTION ITEM)**

Documents:

AGENDA-ITEM-17.PDF

18. ITEMS FROM THE AUDIENCE

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

19. ADJOURN

PUBLIC HEARING PROCEDURE

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

will be acknowledged.

- Protocol requires that Council and audience be recognized by the Mayor prior to speaking.

2. Mayor opens hearing.
3. Presentation by applicant.

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

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

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL WORK SESSION
MARCH 13, 2025

AGENDA ITEM NO. 1:
ROLL CALL

Mayor Brian Blad called the City Council Work Session to order at 9:01 a.m. Council members present were Linda Leeuwrik, Josh Mansfield, Brent Nichols and Hayden Paulsen. Council members Rick Cheatum and Corey Mangum were excused.

AGENDA ITEM NO: 2:
AMERICAN FALLS FFA AG ISSUES TEAM PRESENTATION:

Marc Beitia, American Falls High School Future Farmers of America (FFA) Ag Issues Advisor, introduced members of the FFA team.

Representatives from the American Falls FFA Ag Issues Team were present to give a presentation on the pros and cons of highly-processed foods on human health.

Mayor Blad and Council members thanked the students for the presentation and congratulated FFA advisor, Marc Beitia, on his Eastern Idaho Ag Hall of Fame nomination.

AGENDA ITEM NO. 3:
ANIMAL SHELTER ADVISORY BOARD UPDATE:

Representatives from the Animal Shelter Advisory Board were in attendance to discuss the Board's goals and projects, as well as Council's policies and expectations.

Arlen Walker, Animal Shelter Advisory Board representative, and Chris Abbott, Animal Shelter Manager, gave an update to the Council on the Board's activities.

Mr. Abbott stated that Animal Control officers have been reorganized under the Police Department Code Enforcement division. The Animal Shelter Advisory Board focuses on shelter and animal care-related issues. Mr. Abbott added that the Board meets on a quarterly basis.

Mr. Walker highlighted that the Board is researching the feasibility of a local spay/neuter ordinance to reduce the number of stray animals. Enforcement of such an ordinance has proven to be challenging in other communities. He reported that discussion has been held regarding increasing licensing fees for unaltered pets to encourage owners to spay and neuter their animals.

Mr. Abbott reported that a spay/neuter voucher program is being developed to help reduce unwanted litters and support responsible pet ownership.

Mr. Walker added that area non-profit animal groups offer discount vouchers to help reduce the spay/neuter cost burdens to pet owners. The vouchers offer reduced rates with no income requirement for participation.

In response to questions from Council, Mr. Abbott stated that the shelter has experienced an increased number of pet surrenders due to the rising cost of veterinary services, food and housing costs. He added that many rentals do not allow pets, contributing to shelter intake. The Trap-Neuter-Release (TNR) Program treats and releases feral cats and sees an average of 10-15 cats per month.

AGENDA ITEM NO. 4:
CHILD CARE ADVISORY COMMITTEE UPDATE:

Representatives from the Child Care Advisory Committee were in attendance to discuss the Committee's goals and projects, as well as Council's policies and expectations.

Mallarie Bascom, Licensing Enforcement Officer, introduced Kristin Wurzel and Leah Hollo, Child Care Advisory Committee members. Ms. Bascom gave an overview of local childcare issues, the impact of state legislation (HB243) upon local childcare facilities and the ongoing struggle to hire and maintain staff members. She shared results from a survey sent to local childcare providers.

Kristin Wurzel, representing United Way of Southeast Idaho, emphasized the need for collaborative efforts to invest in childcare and necessary policies that support childcare providers.

Leah Hollo, local childcare business owner, shared the ongoing burden on childcare providers and advocated for funding and policy support to reflect their essential role in raising future generations.

Council members expressed strong support for childcare providers and encouraged public involvement and communication with state legislators regarding House Bill 243, as the bill limits local control over childcare licensing and may lower safety and regulatory standards.

Mayor Blad called a recess at 10:13 a.m.

Mayor Blad reconvened the meeting at 10:24 a.m.

AGENDA ITEM NO. 5:
FLOQAST SOFTWARE DEMONSTRATION – FINANCE DEPARTMENT:

Finance Department staff and representatives from FloQast were in attendance to give a demonstration on financial software that integrates with current financial software to provide automated reconciliation, closing tools and workflows to enhance efficiency and accuracy.

Theron Hill, Financial Systems Technician, introduced Albert Olivara and Alec Barzo, representing FloQast. Mr. Hill stated that reconciliation automation exploration was due to increased manual workload and recent staff turnover. He reported Finance Department staff members currently perform daily reconciliations manually, comparing banking data with financial records. The method is time-consuming and can be prone to errors.

Mr. Olivara presented a demonstration of a financial software solution designed to automate reconciliation and streamline financial closing processes. The presentation emphasized integration with existing financial systems and the goal of improving efficiency, accuracy and data handling through automation through the use of Artificial Intelligence (AI) tools. He highlighted AI-driven reconciliation through a video demonstration. He noted the software identifies patterns across datasets to match transactions using an AI engine and establishes reconciliation rules.

Council members discussed the following topics: contractual obligations; data handling; data consistency; compatibility with existing and upcoming financial systems; implementation timeline; and internal AI policy.

Council members expressed interest in the technology and emphasized the need for an AI policy before moving forward.

Mayor Blad announced that staff would work with the Legal Department and Information Technology to develop a comprehensive AI policy applicable to City departments. He emphasized that an AI policy must be in place prior to further Council consideration of Floqast or other AI products for use by the City.

AGENDA ITEM NO. 6:
OPTIMIST SKATE PARK DESIGN UPDATE – PARKS AND RECREATION:

Parks and Recreation staff members were present to update the Mayor and Council on the finalized skate park design at Optimist Park.

Anne Butler, Parks and Recreation Department Director, provided an update on the final design for the Optimist Skate Park, a $500,000 project funded through American Rescue Plan Act (ARPA) funds and community donations. She highlighted that project development included significant public engagement and community feedback. Local experts, the Parks and Recreation Advisory Board and the Southeast Idaho Skatepark Association provided valuable project insight. Ms. Butler stated the final design incorporates key community-requested elements. Addition of an Idaho feature, secondary access and stairs were made possible through a commemorative donation from the Southeast Idaho Skatepark Association. A groundbreaking ceremony is scheduled to take place on March 21, 2025 and construction is expected to take approximately 90 days, weather permitting. Ms. Butler added that a donation request related to the project will be considered by the City Council on March 20, 2025. In response to a question from Council, Ms. Butler stated that an address will be assigned to the skate park to support emergency response coordination.

AGENDA ITEM NO. 7:
CAPITAL IMPROVEMENT PLAN REQUEST FOR PROPOSAL – FINANCE DEPARTMENT AND PLANNING AND DEVELOPMENT SERVICES DEPARTMENT:

Finance Department and Planning and Development Services Department staff members were present to discuss potential procurement of a City-wide Capital Improvement Plan. Representatives included Becky Babb, Planning Manager, Christine Howe, Grants Manager and Gene Hill, Chief Financial Officer.

Ms. Howe introduced a proposal for a comprehensive Capital Improvement Plan (CIP) to align with the City's recently completed Comprehensive Plan 2040. The CIP would facilitate the identification and prioritization of capital projects, integrating potential revenue sources, such as grants.

Mr. Hill emphasized that a structured CIP could enhance the City's financial planning by increasing interest income when funds are allocated to specific projects. He highlighted the strategic approach aims to improve budgeting processes and prepare for future economic downturns.

Ms. Babb noted that while individual departments currently maintain their own capital plans, consolidating these into a City-wide CIP could provide a comprehensive overview, aiding in better resource allocation and identification of potential funding mechanisms.

Ms. Howe clarified that the proposed CIP would cover a 5- to 10-year outlook, allowing the City to plan for anticipated projects and associated costs. She proposed that staff develop a Request for Proposal (RFP) to engage a consultant for the creation of the CIP. Staff could proceed with drafting the RFP, considering the inclusion of deferred maintenance costs and other relevant factors in order to align with the development of the Fiscal Year 2027 budget.

Council members directed staff to move forward with the RFP process for procuring services related to the development of a Capital Improvement Plan.

AGENDA ITEM NO. 8:
POCATELLO HISTORIC PRESERVATION PLAN UPDATE:

Planning and Development Services staff and consultant, Kirk Huffaker, were in attendance to receive feedback from the Council regarding a draft of the updated Pocatello Historic Preservation Plan.

Jim Anglesey, Long Range Senior Planner and Historic Preservation Commission (HPC) staff liaison, introduced consultant, Kirk Huffaker and outlined the project schedule, vision statement and primary goals of the Historic Preservation Plan. Primary goals of the Plan include the following:

1) Survey and Designation – conduct surveys to identify and designate historic resources, including archaeological sites, such as Basalt Cliffs;
2) Public Education and Partnerships – enhance public education, recognize preservation efforts, collaborate with Idaho State University (ISU) and Shoshone-Bannock Tribes, and provide public programs to increase awareness of Pocatello's heritage and value of historic preservation;
3) Policy and Incentives – support the City's implementation of SmartCode, establish land acknowledgement and enforce preservation regulations within the historic districts while promoting and utilizing existing historic preservation incentives, and support transformative projects to contribute to the economy; and
4) Training and Operations – provide regular training for HPC members, building and enforcement officials, review historic district design standards regularly and raise funds to support the work of the HPC.

Mr. Huffaker emphasized that participation in the National Historic Preservation Program does not impose additional local regulatory restrictions, but instead creates opportunities for preservation incentives and recognition. He stated the draft plan aims to balance ambition with realistic implementation, acknowledging staff and volunteer resource limitations while still offering a comprehensive 10-year outlook.

Mr. Anglesey clarified that the plan has been reviewed by City staff, the Idaho State Historic Preservation Office, the Historic Preservation Commission (HPC) and is currently available for public review and comment prior to formal adoption by the City Council at a future Regular City Council meeting.

AGENDA ITEM NO. 9:
POCATELLO NOMINATION AS AN AMERICAN WWII HERITAGE CITY:

Planning and Development Services Staff were in attendance to propose that the City submit a nomination to the National Park Service for Pocatello to become an American WWII Heritage City.

Jim Anglesey, Long Range Senior Planner, presented a proposal for the City of Pocatello to submit a nomination to the National Park Service to become designated as an American WWII Heritage City. The designation is an honorary recognition awarded to communities that made significant contributions to the World War II effort. Mr. Anglesey reported that only one city per state may receive this designation. He noted that Pocatello's historical contributions make it a strong candidate, referencing the city's active role in WWII, and the city's historical military connections. Mr. Anglesey added that ongoing community events honoring veterans, such as the Veterans Day Parade and Pearl Harbor recognitions, are significant to the designation. He reported that if the Council is supportive of the proposal, a nomination package would include a letter of support signed by the Mayor, photographs and documentation supporting Pocatello's contributions and letters of endorsement from Congressional representatives Senator Mike Crapo and Representative Mike Simpson. Mr. Anglesey clarified that formal consideration for the nomination would be brought to Council for consideration at the April 17, 2025 Regular City Council meeting.

AGENDA ITEM NO. 10:
COUNCIL ADVISORY BOARD UPDATES

Mayor Blad announced that Agenda Item No. 10, Council Advisory Board Updates, was pulled from the agenda.

AGENDA ITEM NO. 11:
ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 12:24 p.m.

APPROVED:

_____
BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

_____
KONNI R. KENDELL, CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CLARIFICATION MEETING
MARCH 20, 2025

AGENDA ITEM NO. 1: ROLL CALL

Mayor Brian Blad called the City Council Clarification meeting to order at 5:31 p.m. Council members present were Rick Cheatum via GoTo meeting, an online platform, Linda Leeuwrik, Josh Mansfield, Corey Mangum, Brent Nichols, and Hayden Paulsen.

AGENDA ITEM NO. 2: DISCUSSION

Mayor Blad and City Council members discussed items listed on the March 20, 2025 Regular City Council Meeting agenda. Staff members clarified agenda item information for City Council members.

AGENDA ITEM NO. 3: ADJOURN

Mayor Blad adjourned the City Council Clarification Meeting at 5:41 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
REGULAR CITY COUNCIL MEETING
MARCH 20, 2025

AGENDA ITEM NO. 1: ROLL CALL AND PLEDGE OF ALLEGIANCE

The Regular City Council meeting was called to order at 6:00 p.m. by Mayor Brian Blad. Council members present were Rick Cheatum via GoTo meeting, an online platform, Linda Leeuwrik, Corey Mangum, Josh Mansfield, Brent Nichols, and Hayden Paulsen.

Mayor Blad led the audience in the pledge of allegiance.

AGENDA ITEM NO. 2: INVOCATION

The invocation was offered by Pastor Jonathan Dinger representing Grace Lutheran Church.

AGENDA ITEM NO. 3: CONSENT AGENDA

Council was asked to consider the following business items:

(a) MINUTES
Waive the oral reading of the minutes and approve the minutes from the Special City Council meetings of March 6 and March 13, 2025.

(b) MATERIAL CLAIMS
Approve the Material Claims for the period of March 1-15, 2025 in the amount of $2,219,116.87

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

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

(e) COUNCIL DECISION – BARTON VILLAS SUBDIVISION APPROVAL
Adopt the Council's decision approving the subdivision of approximately 1.10 acres of land into thirteen (13) lots and two (2) stormwater/non-buildable lots, generally located in the 800 Block of Barton Road, subject to conditions.

(f) COUNCIL DECISION – WESTERN SKIES DIVISION 4 SUBDIVISION APPROVAL
Adopt the Council's decision approving the subdivision of approximately 6.94 acres of land into twenty-eight (28) single-family lots, generally

located west of I-15 and north of Western Skies Division 3 Subdivision, subject to conditions.

(g) DECLARATION OF SURPLUS PROPERTY – BICYCLES IN POLICE STORAGE
Declare 12 bicycles currently in Police storage as surplus property, and approve the donation of said items to Bicycles for Recovery in accordance with City policy and current Memorandum of Understanding and authorize the Mayor's signature on all applicable documents pertaining to the donation, subject to Legal Department review.

Mr. Cheatum requested that Agenda Item No. 3(a) be considered separately, as he was not present at the Council meetings on March 6 and March 13, 2025 and therefore, does not feel comfortable voting upon the minutes.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mansfield, to approve items 3(b) through 3(g) on the Consent Agenda. Upon roll call, those voting in favor were Leeuwrik, Mansfield, Cheatum, Mangum, Nichols, and Paulsen.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve Agenda Item 3(a) on the Consent Agenda. Upon roll call, those voting in favor were Leeuwrik, Paulsen, Mansfield, and Nichols. Cheatum and Mangum voted in opposition to the motion. The motion passed.

AGENDA ITEM NO. 4: PROCLAMATIONS

Mr. Paulsen, on behalf of Mayor Blad, proclaimed the month of March 2025 to be the National Senior Nutrition Program Month in Pocatello and encouraged every resident to recognize older adults and the people who support them through nutrition services as essential contributors to the strength of our community.

Tara Contreras, Senior Activity Center Director, accepted the proclamation and thanked the Mayor and Council for the recognition. She invited Council members to attend lunches at the Senior Activity Center.

AGENDA ITEM NO. 5: CALENDAR REVIEW

Mayor Blad reminded Council members of the following meetings: April 3rd Clarification meeting at 5:30 p.m. and Regular City Council meeting at 6:00 p.m.; April 10th City Council Work Session at 9:00 a.m.

Mayor Blad announced the Groundbreaking Ceremony for the new skate park at Optimist Park on March 21 at 12:00 p.m.; Annual Spring Clean Up at City cemeteries begins March 31. Crews will remove and discard all flowers and decorations. Citizens are asked to remove decorations, etc. they have placed on a cemetery space if they wish to avoid disposal of the item by staff. Clean up is expected to continue through the end of April; Compost Happens Program will run from April 1 through the last full week of November. Yard waste carts will be picked up the same day as your regular collection day; Starting April 5, Zoo Idaho will open weekends only. Beginning May 3, the Zoo will be open every day. Sandbags are available to residents at the Public Works building located

at 2405 Garrett Way. He reminded citizens to keep sidewalks clear of snow and ice. When clearing sidewalks and driveways of snow, please do not place snow in the street. It becomes a driving hazard.

AGENDA ITEM NO. 6: TAXICAB LICENSE DENIAL APPEAL - JOHNSON

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

Ronald Johnson, Pocatello resident, stated that he has appealed the denial of his taxi cab license, and explained past charges and subsequent convictions. He shared personal experiences that he felt led to behaviors and actions that are now on his criminal record including fraudulently obtaining prescription drugs, and other convictions.

In response to questions from Council, Mr. Johnson explained his previous drug use, sobriety, and rehabilitation programs in which he has participated. He stated that he is retired.

Mallarie Bascom, Licensing Enforcement Officer, explained that Mr. Johnson's taxi license application was denied in accordance with City code 5.56.050e which states that applicants must possess a criminal record free from conviction for any felony or for crimes involving moral turpitude or violence or possession or sale of any controlled substances. Upon examining Mr. Johnson's criminal record, she found multiple disqualifying charges, including several felony convictions for theft, drug offenses, and criminal impersonation of law enforcement officers. Some charges had been dismissed. Mr. Johnson had a long history of providing false information, including using multiple dates of birth and social security numbers. Mr. Johnson was convicted in 2008, 2011-2013, 2015, 2017, and 2021. Ms. Bascom noted that Mr. Johnson's application only mentioned his most recent conviction in 2021, omitting several other charges. She clarified that she was still awaiting reports from other jurisdictions, but the FBI fingerprint search covered all relevant data. She confirmed that while there were no outstanding charges, the reports provided sufficient background to deny Mr. Johnson's application.

Council expressed support for second chances but were uncomfortable with the repeated offenses of impersonating officers, especially in a role like driving a taxi. Council emphasized the need to prioritize public safety.

A motion was made by Mr. Mangum, seconded by Mr. Mansfield, to uphold the decision of the Police Department and deny the taxicab license for Ronald Johnson. Upon roll call, those voting in favor were Mangum, Mansfield, Cheatum, Leeuwrik, Nichols, and Paulsen.

AGENDA ITEM NO. 7: FISCAL YEAR 2025 PROGRAM OF PROJECTS – PUBLIC TRANSIT

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

(a) FEDERAL TRANSIT ADMINISTRATION URBAN GRANT (5307)
Federal Transit Administration Urban Grant (5307) in the amount of $1,445,534.00 for Fiscal Year 2025 with a local share of $848,884.00; and

(b) FEDERAL TRANSIT ADMINISTRATION RURAL GRANT (5311)
Federal Transit Administration Rural Idaho Transportation Department Grant (5311) in the amount of $791,395.00 for Fiscal Year 2025 with a local share of $347,893.00. No City funds are used for the Rural Program.

A motion was made by Ms. Leeuwrik, seconded by Mr. Paulsen, to approve the 2025 Operating and Capital Program of Projects for Public Transit's Urban and Rural services as outlined in Agenda Item No. 7(a) and 7(b) and authorize the Mayor and City Attorney to PIN the Grant Certifications (5307) and authorize the Public Transit Director to make necessary amendments and modifications related to the grants as required, subject to Legal Department review. Upon roll call, those voting in favor Leeuwrik, Paulsen, Cheatum, Mangum, Mansfield, and Nichols.

AGENDA ITEM NO. 8: DONATION ACCEPTANCE – SOUTHEAST IDAHO SKATEPARK ASSOCIATION

Council was asked to accept a donation in the amount of $25,000.00 from the Southeast Idaho Skatepark Association, and apply those funds to add a feature to the quarter pipe, a stair set and additional entrance to the new Optimist Skatepark.

A motion was made by Mr. Mangum, seconded by Ms. Leeuwrik, to accept a donation in the amount of $25,000.00 from the Southeast Idaho Skatepark Association, and apply those funds to add a feature to the quarter pipe, a stair set and additional entrance to the new Optimist Skatepark.

Dave Van Etten, accompanied by Tatyana Van Etten, representing Southeast Idaho Skate Park Association, thanked the Council for their support of the youth in the community, expressing excitement about the new project and its anticipated year-round use by many. Mr. Van Etten expressed excited anticipation for the upcoming groundbreaking ceremony and appreciation for the hard work of those in the skate park community.

Council expressed their appreciation to the Southeast Idaho Skate Park Association.

Upon roll call, those voting in favor were Mangum, Leeuwrik, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 9: WPC LIFT STATION PUMP PURCHASE – MCKINLEY LIFT STATION

Council was asked to accept the recommendations of staff and approve the purchase of a new Fairbanks pump, submersible motor and components from C. H. Spencer, LLC to replace the existing pump at the McKinley Lift Station. The quoted cost of the equipment if $64,725.39. Funds are available in the FY2025 WPC budget for this expenditure.

A motion was made by Ms. Leeuwrik, seconded by Mr. Mansfield, to accept the recommendations of staff and approve the purchase of a new Fairbanks pump, submersible motor and components from C. H. Spencer, LLC to replace the existing pump at the McKinley Lift Station and authorize the Mayor's signature on all pertinent documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Mansfield, Cheatum, Mangum, Nichols, and Paulsen.

AGENDA ITEM NO. 10: BID ACCEPTANCE AND CONTRACT FOR HIGH COUNTRY TANK REPLACEMENT PROJECT – WATER DEPARTMENT

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

A motion was made by Mr. Mansfield, seconded by Mr. Cheatum, to accept the recommendations of staff and award the bid for High Country Tank Replacement Project to MD Nursery and Landscaping, Inc. in the amount of $3,955,852.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review.

Justin Armstrong, Water Superintendent, stated that the project contract allows 395 days for completion, including weather delays. Construction is expected to begin this summer, with earthwork starting once the notice of award is issued and insurance documents are finalized. He explained the tank subcontractor is anticipated to begin work this fall, weather permitting.

Mr. Mansfield's motion was voted upon at this time. Upon roll call, those voting in favor were Mansfield, Cheatum, Leeuwrik, Mangum, Nichols, and Paulsen.

AGENDA ITEM NO. 11: PROFESSIONAL SERVICE TASK ORDER #7, AMENDMENT #1 FOR SERVICES DURING CONSTRUCTION – HIGH COUNTRY TANK REPLACEMENT PROJECT – WATER DEPARTMENT

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

A motion was made by Ms. Leeuwrik, seconded by Mr. Mangum, to accept the recommendations of staff and approve Task Order #7, Amendment #1, under the existing On-Call Engineering Services Agreement between the City of Pocatello and Keller Associates in the amount of $205,460.00 and authorize the Mayor's signature on all applicable documents, subject to Legal Department review. Upon roll call, those voting in favor were Leeuwrik, Mangum, Cheatum, Mansfield, Nichols, and Paulsen.

AGENDA ITEM NO. 12: ITEMS FROM THE AUDIENCE

There were no individuals signed up to speak at this time.

AGENDA ITEM NO. 13: ADJOURN

There being no further business, Mayor Blad adjourned the meeting at 7:07 p.m.

APPROVED BY:

_____
BRIAN C. BLAD, MAYOR

ATTESTED BY:

_____
KONNI R. KENDELL, CITY CLERK

PREPARED BY:

_____
AUBRIANA T. RESENDES, DEPUTY CITY CLERK

CITY OF POCATELLO

CITY OF POCATELLO, IDAHO
CITY COUNCIL
CITY COUNCIL SPECIAL MEETING
APRIL 10, 2025

A Special Meeting of the City Council was called to order by Mayor Brian Blad at 11:04 p.m. in the Council Chambers at City Hall. Council members in attendance were Rick Cheatum, Linda Leeuwrik, Corey Mangum, Josh Mansfield, Brent Nichols and Hayden Paulsen.

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

Council members moved to the Paradice Conference Room at City Hall.

In addition to the Mayor and Council members, Jared Johnson, City Attorney, was in attendance.

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

There being no further business, Mayor Blad adjourned the meeting at 12:31 p.m.

APPROVED:

_____
BRIAN C. BLAD, MAYOR

ATTEST AND PREPARED BY:

_____
KONNI R. KENDELL, CITY CLERK

Agenda Item #3(c)

HISTORIC DOWNTOWN
POCATELLO

April 7, 2025

Mayor Brian Blad and City Council
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Dear Mayor Blad and Council Members:

Historic Downtown Pocatello, Inc. has completed another year of administering the Business Improvement District according to the agreement between our organization and the City of Pocatello. In accordance with the agreement, enclosed for your approval are the Management Agreement for the new calendar year 2025 and the employment agreement for the CEO.

A copy of the fiscal year budget is included in the Annual Meeting packet that is attached. Please be sure to review the handouts as they contain a review of 2024 and outline goals for 2025.

As an organization, Historic Downtown Pocatello, Inc. and the entire Downtown area had a strong year. The work that was completed along with the events we hosted would not have been possible without the exceptional hard work and support of our property owners, businesses, volunteers, advocates and the City of Pocatello.

Thank you for the wonderful support you have all demonstrated this past year. Working together the revitalization efforts of Historic Downtown Pocatello continue to grow and bring benefit to our entire community.

With best regards,

Stephanie Palagi

Stephanie Palagi
President & CEO
Historic Downtown Pocatello, Inc.

AGREEMENT

THIS AGREEMENT, made and dated this __th day of April, 2025 by and between the City of Pocatello, Bannock County, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho, hereinafter referred to as the "City", whose mailing address is the City of Pocatello, 911 North 7th Street, P.O. Box 4169, Pocatello, Idaho 83205-4169, and Historic Downtown Pocatello, Inc., a non-profit corporation organized and existing under the laws of the State of Idaho, whose mailing address is 435 W. Center St., P.O. Box 222, Pocatello, Idaho 83204-0222, hereinafter referred to as the "Corporation."

WITNESSETH:

WHEREAS, the City, pursuant to Ordinance No. 2390 as authorized by Idaho Code 50-2601, et seq, did establish a Business Improvement District, hereinafter referred to as the "BID"; and

WHEREAS, the City desires that an entity other than the City continue to administer and manage the operation of the BID; and

WHEREAS, pursuant to Idaho Code 50-2611 a City may contract with a Chamber of Commerce or other similar business association to administer the operations of a BID; and

WHEREAS, the Corporation was organized and established for the purpose of revitalizing Pocatello's downtown area and operates within the boundaries of the BID established by Ordinance No. 2390; and

WHEREAS, the Corporation has demonstrated to the City that the Corporation is capable of administering and managing the operation of the BID;

NOW THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

1. The parties agree, pursuant to Idaho Code 50-2611, that the Corporation is designated by the City to administer and manage the operation of the BID. The Corporation warrants that it has adopted by-laws necessary to fulfill the terms of this agreement and further covenants that such administration complies with all applicable provisions of state and local law including, but not limited to, Chapter 26, Title 50 of the Idaho Code, with all county or city resolutions and ordinances, and with all regulations lawfully imposed by the state auditor or other state agencies.

2. The principal office of the Corporation and registered agent shall be the Historic Downtown Pocatello, Inc., President, 435 W. Center St., P.O. Box 222, Pocatello, Idaho 83204-0222, or as otherwise designated by the Corporation's Board of Directors and approved by the City.

3. The Corporation shall continue to take such steps as are necessary to effectuate the purpose of the BID Ordinance No. 2390.

4. The Corporation shall project revenues and estimate expenditures for review by the City Council based on a January 1 through December 31, 2025 calendar year. The budget shall be submitted to the City no later than the 1st day of April each year for review and adoption by the City Council.

5. The Corporation's Directors shall hold an annual meeting of BID members the purposes of which shall include allowing members of the BID to review the annual budget. Subsequent to such review, any amendments, alterations or adjustments made to the annual budget which results in an increase or decrease to the total annual budget shall be submitted within thirty (30) days to the City for City Council approval.

6. An assessment-paying member of the BID may petition the Corporation's Board of Directors in writing for a review/appeal of his/her assessment. The Board of Directors shall review the method utilized in determining the assessments and the Board shall make corrections in the event an error has occurred, which correction may cause an increase or decrease in the assessment in accordance with Ordinance No. 2390. Applicants may appeal the decision of the Board of Directors to the Mayor and City Council within thirty (30) days of the date of the decision.

7. The Corporation shall establish goals and objectives, and projects and programs for the BID, which shall be submitted to the City with the budgetary information.

8. The calendar year of the Corporation shall be on the 1st day of January and end at midnight on the last day of December.

9. The Corporation shall keep correct and complete books and records of account, and shall also keep minutes of the regular and special meetings of the Corporation's Board of Directors, and shall keep at the principal office a record giving the name and address of the BID members entitled to vote.

10. The City or its agents may inspect all books and records of the Corporation for any proper purpose at any reasonable time.

11. The City shall make monthly disbursements to the Corporation in the amount of assessments collected and held by the City, less expenses incurred by the City to bill and collect such assessments. The Corporation shall establish and adhere to finance policies which set forth the proper methods and controls applying to receipt and disbursement of BID funds. The Corporation shall, on a quarterly basis, submit financial statements to the City which show the change in cash position. Such quarterly statements shall consist of at minimum, the Corporation's Balance Sheet and Income Statement. The Corporation shall also submit an annual financial statement to the City for the immediate past fiscal year by the last day of March of each year.

12. All expenditures of the Corporation greater than five thousand dollars ($5,000.00) or any purchases of real property must be submitted to the City Council for review and approval prior to any such expenditure or purchase of real property being transacted.

13. The Corporation shall follow the appropriate guidelines regarding local government investments as set forth in Idaho Code 50-1013 as it applies to the investment of BID funds.

14. The Corporation may hire staff upon review and approval of the City Council in accordance with the annual budget who shall be employees of the Corporation rather than the City.

15. The City shall be responsible for billing and accounting for assessments; however, the City shall not be responsible for any financial obligations incurred by the Corporation.

16. The Corporation agrees that it shall make all reasonable efforts to collect any unpaid assessments, including but not limited to court enforced assessments. All assessments collected shall immediately be forwarded to the City. The City agrees to reasonably assist the Corporation in performance of such duties.

17. Any expenditures for physical improvements to public properties shall be made in accordance with competitive bidding practices as required by law.

18. The Corporation may establish marketing and advertising campaigns for the BID.

19. The Corporation may declare special event days for the BID in accordance with City Council policy and city ordinances.

20. This Agreement shall be reviewed and renewed on annual basis in the month of March of each year so as to coincide with the Corporation's calendar year. The Agreement may be terminated upon sixty (60) days written notice to either party at the address hereinabove set forth.

IN WITNESS THEREOF, the Mayor and the City Clerk of the City of Pocatello have executed this Agreement on behalf of said city, the City Clerk has affixed the seal of the city hereto, and corporation has caused the same to be signed by its President and Secretary, and its seal to be affixed hereto, the day and year first above written.

CITY OF POCATELLO
BANNOCK COUNTY, IDAHO

BY:_____
Mayor

ATTEST:

_____
City Clerk

HISTORIC DOWNTOWN POCATELLO, INC.

BY:_____
President

ATTEST:

_____
Secretary

STATE OF IDAHO)
:ss
COUNTY OF BANNOCK)

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

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

_____
NOTARY PUBLIC OF IDAHO
Residing in Pocatello, Idaho
My Commission Expires: _____

STATE OF IDAHO)
:ss
COUNTY OF BANNOCK)

On this ____ day of _____, 2025 before me, the undersigned, a Notary Public in and for the State, personally appeared Amanda Collins and Andy Smart, known to me to be the President and Secretary/Treasurer, respectively, of Historic Downtown Pocatello, Inc., a non-profit corporation of Idaho, who executed the foregoing instrument on behalf of said corporation, and acknowledge to me that such corporation executed the same.

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

_____
NOTARY PUBLIC OF IDAHO
Residing in Pocatello, Idaho
My Commission Expires: _____

EMPLOYMENT AGREEMENT

This Employment Agreement, by and between HISTORIC DOWNTOWN POCATELLO, INC., an Idaho not-for-profit organization, P.O. Box 222, 435 W. Center St., Pocatello, Idaho 83204, hereinafter referred to as "Employer", and Stephanie Palagi, 975 Homerun St., Chubbuck, ID 83202, hereinafter referred to as "Employee".

WHEREAS, Employer is engaged in the business of revitalization and promotion of downtown Pocatello,

AND, WHEREAS, Employer desires to employee as President and CEO, of Historic Downtown Pocatello, Inc., an exempt job under the Fair Labor Standards Act,

NOW, THEREFORE, the parties hereto agree as follows:

1. Employment. Employer hereby employs Employee and Employee hereby accepts such employment upon the terms and conditions herein set forth.

2. Term. The term of this Agreement shall be for the period beginning on January 1 and continuing until the 31st day of December, 2025, unless sooner terminated as herein provided.

3. Termination. This Agreement may be sooner terminated without liability by either party with or without cause upon thirty (30) days written notice. Provided that in the case of termination by Employer, such shall be formal action at a duly called meeting or resolution by the Employers' Board of Directors clearly adopted by a majority of all members of the Employers' Board of Directors. In lieu of thirty (30) days written notice, the Employers' Board of Directors may immediately release Employee by tendering one-month's salary and benefits and waiving in writing further performance by Employee. Employee may be immediately terminated for a material breach of this Agreement, negligent or willful disregard for the Employer when carrying out her job duties and obligations or for dishonest, fraudulent or criminal conduct on the part of the Employee. This Agreement shall immediately terminate upon the death of the Employee.

4. Compensation. For the service rendered under this Agreement, compensation shall be paid to Employee as follows:

   4.1 Salary. During the term of this Agreement, Employee shall be paid a salary in the amount of $3,733.34 per month based on a 40-hour work week beginning the 1st day of January 2025. Salary payments shall be subject to usual withholding of such items as taxes and insurance. The amount shall be divided in equal installments in accordance with Employer's payroll procedures.

   4.2 Expenses. Employee shall receive monthly reimbursement for expenses, including but not limited to phone expenses, mileage and club dues. Expenses may be submitted for reimbursement at the Employer's Board's sole discretion, which approval shall not establish future policy unless specifically so provided by the Employer's Board.

   4.3 Employer's Board of Directors may award additional compensation based on Employee's performance and overall financial performance of the organization.

5. Duties. Employee shall perform all duties charged to that position by federal, state, and local laws and regulations as established by the Employer's Board of Directors and shall carry out the policy determined in the Employees job description.

6. Personal Time Off. Employee shall be eligible for 25 paid personal days off. Personal time off includes any time taken for vacation, personal business, and illness. Employee shall provide advanced notice and use personal time off at such time convenient to the operations of Historic Downtown Pocatello, Inc., and without necessitating additional staff cost. Any unused personal time remaining at the end of this Agreement shall be paid at the end of the calendar year. Any unused personal time will be paid upon early termination of the Employment Agreement.

7. Holidays. Employee shall be entitled to the following paid holidays:

New Years Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Eve
Christmas Day

8. Performance Evaluation. The Employee performance evaluation will be conducted annually under the direction of the Chairperson of the Personnel Committee. The content of the performance evaluation shall be determined by the Job Description and approved by the Personnel Committee.

9. Waiver of Breach. The waiver of any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

10. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, sent by mail to her residence in the case the Employee or to its principal office and President of the Employer's Board of Directors if in the case of the Employer.

11. Governing Law. This Agreement shall be governed by the laws of the State of Idaho.

12. Arbitration. In the case of an irresolvable conflict between the parties hereto related to this Agreement or Employee's employment, both parties agree to submit the issue to binding arbitration through and pursuant to the rules of the American Arbitration Association. Such arbitration shall occur in Pocatello, Idaho and shall be a condition precedent to any judicial action by either party, except an action to compel arbitration. If the issue between the parties relates to Employer's termination of Employee, Employee shall remain terminated without pay pending arbitration or arbitration proceedings.

IN WITNESS WHEREOF the parties have executed this Agreement on the dates hereinafter specified.

EMPLOYEE:

_____ _____
Date Stephanie Palagi

_____
Social Security Number

_____

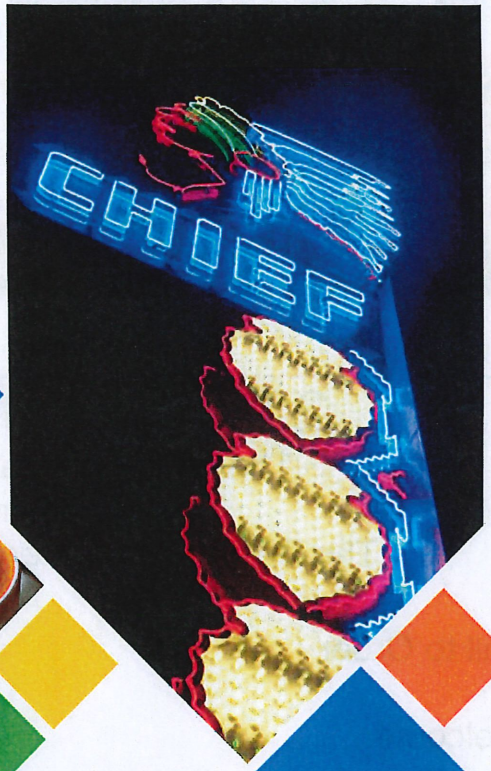
_____
Address

EMPLOYER: HISTORIC DOWNTOWN POCATELLO, INC.

_____ _____
Date Chair

2025
Annual Meeting













SHOPPING DINING MUSIC ART ENTERTAINMENT DRINKS
NIGHTLIFE CLUBS COFFEE PLAYGROUND NEON TOURS
LOCAL BUSINESS HOME GOODS OUTDOOR EQUIPMENT

HISTORIC DOWNTOWN
POCATELLO
www.historicdowntownpocatello.com

STAY SO YOU CAN PLAY!
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VISIT POCATELLO CHUBBUCK

IDAHO
visitidaho.org

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www.historicdowntownpocatello.com



2025 Annual Meeting

Thursday, February 27, 2025
5:30pm
The Downtown Center at Lookout Point

Call to Order

Welcome

Confirmation of Quorum

2024 Board Member & Staff Introductions

Review & Approve Agenda

Review & Approve 2024 Annual Meeting Minutes

Year in Review Presentation

Presentation of 2025 Budget

Welcome 2025 Board Members

Adjourn

Historic Downtown Pocatello, Inc.
2024 Annual Meeting Minutes
Tuesday, February 27, 2024
The Downtown Center

Call to Order
The 2024 Annual Meeting was called to order by Chair Chris Foulkrod at 6:06 p.m.

Confirmation of a Quorum
Stephanie Palagi confirmed that a quorum was present.

Approval of Agenda
The agenda for the 2024 Annual Meeting was approved as presented, MSA (Amanda Collins, Jason Adams.)

Approval of Minutes from 2023 Annual Meeting
The 2023 Annual Meeting Minutes were approved as presented, MSA (Amanda Collins, Mike McCormick.)

The Year in Review
Stephanie Palagi reviewed the goals and projects the Business Improvement District had accomplished during the fiscal year.

Financial Report
Stephanie Palagi presented the proposed budget for the fiscal year 2024. The budget for the 2024 year was approved as presented, MSA (Jim Young, Irv Johnson.)

Confirmation of New Board Members
There were three Board positions available and the ballot was uncontested. Chris Foulkrod introduced the 2024 Board of Directors.

Closing Remarks
Amanda Collins thanked everyone for attending and supporting Historic Downtown Pocatello. She thanked Council representative Rick Cheatum for his years of service.

Adjourn
There being no further business, the meeting adjourned at 6:19 p.m., MSA (Jim Young, Amanda Collins.)

Historic Downtown Pocatello 2024 Year in Review

Vision Statement: Historic Downtown Pocatello is a place where businesses thrive, local history is honored and the community gathers together.

Mission Statement: Bridging the past and the present to create a unique mix of urban vibe with memorable dining, shopping and entertainment experiences for our neighbors and guests.

2024 Major Event Sponsors:

Molinelli's Jewelers
Valentine Ballroom & Bridal
Pocatello-Chubbuck Chamber of Commerce
Pocatello Elks Lodge
Bannock Civitan Club
Senior Activity Center
Idaho Central Credit Union
Portneuf Valley Farmers Market
Food Truck Round Up
Idaho State University
City of Pocatello
Spiro Paranormal
Purpose Center
Google Fiber
Myers Anderson Architects
Christina Foulkrod Realtor-Keller Williams Realty East Idaho
Station Square
AV Center Professional Aviation Services
Citizens Community Bank
Lookout Credit Union

2024 Media Sponsors:

Idaho State Journal
Idaho Wireless-Paul Anderson
Affinity Business Solutions
Sagewood Media

2024 Events Hosted at Lookout Point included:

Environmental Fair
Portneuf Valley Farmers Market
Food Truck Round Up
Bannock Civitan Revive @ 5
Meadowlark Music Festival
Idaho State Journal – Rock, Paper, Scissors Challenge
United Way Day of Service
Neighborhoods of Historic Downtown Pocatello Movie Nights
Business Women of Pocatello Corn Hole Tournament
Discovery Dance School Summer Recital
Gate City Brewfest 2
Welcome Back Orange & Black
Pocatello-Chubbuck Chief's End of Summer Bash
Overdose Awareness Event
Suicide Awareness Proclamation & Event
Idaho Food Bank Music Festival
United Way Campaign Kick-Off Breakfast
Recovery Fest
Kind Community Kick-Off Celebration
Corn Hole Tournament Fundraiser for Dance Factory
Haunted History Walking Tours Fridays & Saturdays in October
Trick-or-Treat
Dasher & Dancer "Santa's Reindeer" Small Business Saturday

2024 Downtown Signature Events:

First Friday Art Walk – monthly
Idaho Bridal Fair
Easter Egg Fest
Gate City Brewfest
Senior Activity Center Rod & Custom Car Show
Pocatello's Independence Day Parade
Gate City Brewfest 2 - Oktoberfest
The Great Pumpkin Fest
Annual Haunted History Walking Tours
Trick-or-Treat Downtown
Christmas Night Lights Parade
Small Business Saturday

2024 Relight the Night:

Completed numerous repairs on current signs.
Secured the Idaho Motel sign, renderings, funding plan, and Idaho Heritage Trust Grant approval for restoration.

2024 Business Recruitment & Retention Statistics:

19 new businesses opened
8 businesses closed
Net business growth totaled 11
2 businesses expanded their operations
7 properties were sold and are now under new ownership
3 buildings are currently being renovated

2024 Public Space Maintenance & Development:

United Way Day of Service & Leadership Pocatello Volunteer Day clean ups completed throughout the Downtown area.
N. Main St. and W. Lander parking lot landscape project completed with assistance by the Downtown Lions Club.
Public parking lot landscape trimming and clean up at 2nd & E. Lewis, Pocatello High School Arthur Lots, N. UP Ave. lots.
15 new trees at Lookout Point.
Hanging flower baskets and pennants adorned the area during the warm months and Christmas garland and bows hung during the holiday season.

2024 Funding Totals:

Grant Dollars $12,500.00
Donations $17,700.00
Event Income $36,828.19
Rental Income $27,800.00
BID Revenue $81,606.91
TOTAL $176,435.00

Sincere thanks and gratitude to the property owners and businesses of Historic Downtown Pocatello. We have one of the best collections of businesses and business owners that are an absolute joy to work with each and every day!

Looking to 2025:

Downtown's Spring Sweep & Flower Pot Giveaway - May
Downtown East public space enhancements
Center Street Underpass renovation with North – South Pedestrian Bridge
1st Annual Pocatello's Neon Fest & relighting of the historic Idaho Motel Neon Sign – July 11-12
Rotary Club installation of a Peace Pole at Lookout Point
Publication of the Downtown Today Magazine
Website Refresh & Committee Reports Section addition
Events Calendar FULL of exciting events & activities to bring residents & visitors Downtown!

In Historic Downtown Pocatello we celebrate our history while building our future!

Historic Downtown Pocatello

	2025	
Income		
Bid Revenues	$ 80,000	
Total Income		$ 80,000
Expenses		
Administration		
Office Expenses		
Taxes - Other	1,000	
Bank & Service Charges	500	
Equipment Purchases	500	
Equipment Rental	3,150	
Equipment Maintenance Contract	3,936	
Misc	-	
Office Supplies	1,600	
Office/Restroom Cleaning	2,250	
Postage	500	
Property Taxes	6,800	
Building Payment	-	
Depreciation	5,800	
Repairs & Maintenance	1,500	
Telephone & Internet	2,928	
Travel & Meals	250	
Utilities	15,000	
Lawn Care & Snow Removal	-	
Annual Meeting	300	
Total Office Expense	46,014	
Staffing		
Executive Director Salary	27,600	
CEO Expense Reimbursement	10,000	
CEO Health Reimbursement	7,200	
Outside Office Help	3,800	
Payroll Tax Expense	12,000	
Staff Payroll	15,000	
Total Staffing	75,600	
Other Admin		
Board Training & Development	200	
City BID Expense	1,100	
Dues & Subscriptions	5,300	
Insurance - Business	7,000	
Total Other Admin	13,600	
Total Admin	135,214	
Committee Expenses		
Design Committee	12,000	
Economic Vitality	6,800	
Promotion		
Event Expense	8,000	
Advertising Expense	3,000	
Total Promotion	11,000	
Total Committee Expense	29,800	
Total Expense		165,014
Net Ordinary Income		$ (85,014.00)
Other Income		
Fundraising/Donations/Gifts	10,000	
Events	40,000	
Grants	12,500	
Tenant Rent	27,800	
Lookout Point Rental Income	2,000	
Total Other Income		92,300
Net Income		$ 7,286

HISTORIC DOWNTOWN
POCATELLO

Why a strong and developing downtown area is important -

Main Street advocates are commonly asked by city governments and businesses, "Why should we invest in downtown?" In response, here are a few reasons why your downtown or neighborhood commercial district is an important and worthwhile investment in the economic health and quality of life in your community.

- **Main Street is a symbol of community economic health, local quality of life, pride, and community history.** These are all factors in industrial, commercial and professional recruitment.

- **A vital Main Street retains and creates jobs, which also means a stronger tax base.** Long-term revitalization establishes capable businesses that use public services and provide tax revenues for the community.

- **Main Street is also a good incubator for new small businesses** – the building blocks of a healthy economy. Strip centers and malls are often too expensive for new entrepreneurs.

- **A vital Main Street area reduces sprawl** by concentrating retail in one area and uses community resources wisely, such as infrastructure, tax dollars and land.

- **A healthy Main Street core protects property values** in surrounding residential neighborhoods.

- **The traditional commercial district is an ideal location for independent businesses**, which in turn:

    - Keep profits in town. Chain businesses send profits out of town.
    - Supports local families with family-owned businesses
    - Supports local community projects, such as ball teams and schools
    - Provide an extremely stable economic foundation, as opposed to a few large businesses and chains with no ties to stay in the community

- **A revitalized Main Street increases the community's options for goods and services:** whether for basic staples, like clothing, food and professional services or less traditional function such as housing and entertainment.

- **Many Main Street districts become tourist attractions** by virtue of the character of buildings, location, selection of unique businesses, and events held there.

Source: National Main Street Program sponsored by The National Trust For Historic Preservation.

Shopping
Business
Entertainment
History
Downtown

Agenda Item #6

CITY OF POCATELLO

Sanitation Services

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: April 3, 2025

SUBJECT: Proposed Fiscal Year 2025 Sanitation Fee Amendment and Resolution

The Sanitation Services Department has evaluated current recycling services in an effort to meet the City Council's goal of creating a Commercial Cardboard Program. The evaluation has determined there is an increased need and demand for recycling services within the community. In order to meet the need and demand for these services, it will require Sanitation Services to redefine and add to their current recycling program. With the changes, it requires modifications and additions to the current FY2025 service fees. Therefore, Council may wish to accept the recommendation of staff for the amendments to the fees and approve the proposed mid-year fee changes amending Exhibit S, Sanitation Department Fees, of the City's Fee Schedule for Sanitation Services for Fiscal Year 2025.

A Resolution has been prepared, and Council may wish to authorize Mayor Blad to sign and execute the paperwork necessary to effectuate the new fee schedule.

Sanitation Services
2405 Garrett Way
Pocatello, ID 83201

Recycling Services
3034 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6192
Fax: (208) 478-7152
sanitationadmin@pocatello.gov

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AMENDING RESOLUTION NO. 2024-30, EXHIBIT 'S', BY ENACTING NEW FEES FOR CITY SERVICES INCLUDING SANITATION DEPARTMENT FEES FOR FISCAL YEAR 2025; PROVIDING THAT THESE FEES SHALL BE EFFECTIVE MAY 1, 2025, THROUGH SEPTEMBER 30, 2025; AND PROVIDING THAT ALL OTHER PORTIONS OF RESOLUTION NO. 2024-30 SHALL REMAIN IN FULL FORCE AND EFFECT.

WHEREAS, the City of Pocatello City Council regularly sets fees for City provided services, licenses, permits, and programs available to the public, pursuant to Pocatello Municipal Code; and

WHEREAS, the City Council adopted Resolution No. 2024-30 on August 15, 2024 for the fees charged for City Departments and Services for the Fiscal Year 2025; and

WHEREAS, the Sanitation Department wishes to expand their recycling services which require service fees, and made recommendations to the City Council for the amendment and addition of said fees for Fiscal Year 2025; and

WHEREAS, a public hearing was held on April 17, 2025, pursuant to Idaho Code § 63-1311A, where the City Council considered input provided by the public; and

WHEREAS, the City Council has determined that said recommended fees be amended and added for Fiscal Year 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That fees for City provided services for Fiscal Year 2025 shall be adopted and charged as they are more specifically delineated in Exhibit S, which is attached to this Resolution and incorporated herein.

2. That all other Exhibits of Resolution No. 2024-30 not herein amended shall remain in full force and effect.

3. That the fees provided for in Exhibit S shall be effective May 1, 2025, through September 30, 2025.

RESOLVED this _____ day of April, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

EXHIBIT S
SANITATION DEPARTMENT FEES

1. Pocatello Municipal Code § 13.28.230 authorizes the annual setting of fees for the municipal refuse collection service by Resolution of the City Council.

2. The City Council retained the engineering firm of Raftelis Financial Consulting, Inc. to conduct a rate study to project revenues and costs for 2025 to 2029 and to recommend necessary refuse collection services rates thereafter.

3. Inasmuch as sanitation services are mandatory, there shall be a minimum monthly charge of $22.28 for sanitation services for any premises within the City, even if collection services are refused or not requested. Recycling services are a voluntary option.

4. Persons who qualify for Bannock County's Circuit Breaker Exemption List and meet the following requirements, shall receive a 30% reduction on that portion of their utility bill listed as "Refuse Collection" for one cart/one pickup. Said reduction shall be available only to those who own and occupy a single-family dwelling and shall not be available for multi-family units, including duplexes. Upon receipt of the Circuit Breaker Exemption List from Bannock County, the City Utility Billing Department shall make the reduction, which shall remain in effect so long as the applicant meets the requirements set forth herein. Circuit Breaker discount applies only to the first residential cart; additional services are not discounted.

5. Fees for regular collection service are charged on a monthly basis, unless otherwise noted.

Fees shall be as follows:

MONTHLY BILLING CHARGE PER ACCOUNT	$ 2.03
OVERSIZE/LARGE OBJECT COLLECTION FEE	$25.00
CART REPLACEMENT FEE	Current Acquisitioned Price
CART SERVICE CLEANING FEE	$20.00
CONTAINER CLEANING FEE	$100.00
COMPACTOR CLEANING FEE	$250.00
64 GALLON CART SERVICE/Includes Curbside Recycling	
Once a week collection	$ 18.67
95/96 GALLON CART SERVICE/Includes Curbside Recycling	
Once a week collection	$ 20.25
Additional refuse cart per unit/cart	$ 20.25

Additional/special pickup per refuse cart	$ 16.00
Additional recycling cart(s) per cart/pickup	$ 6.07
Special recycling pickup per dump	$ 6.07

95/96 GALLON CART SERVICE/CURB-SIDE RECYCLING ONLY

Bi-weekly collection	$ 6.07
Additional pickup per pickup/cart	$ 6.07
Special pickup per dump	$ 6.07
Special pickup per dump – contaminated load	$16.00

95/96 GALLON CART SERVICE/Yard Waste Collection

Once a week collection April through November	$ 6.07
Special pickup per dump	$6.07
Special pickup per dump – contaminated load	$16.00

95/96 GALLON CART SERVICE/EVENT CART RENTAL

Rental fee per cart (includes delivery, removal, and cleaning)	$25.00

3-YARD CONTAINER SERVICE

Each pickup per container	$ 91.60
Monthly rental per container [(a)]	$ 12.11
Special pickup per dump	$ 22.26

6-YARD CONTAINER SERVICE

Each pickup per container	$ 183.20
Monthly rental per container [(a)]	$ 12.11
Special pickup per dump	$ 44.52

TEMPORARY 3-YARD CONTAINER SERVICE

Daily rental charge [(b)]	$ 2.58
Each pickup of container	$ 25.75

ROLL-OFF BOX SERVICE

Monthly 17/20-yard box rental [(a)]	$ 116.95
Daily 17/20-yard box rental [(a)]	$ 3.90
Monthly 30/32-yard box rental [(a)]	$ 130.73
Daily 30/32-yard box rental [(a)]	$ 4.36
Pickup charge per pull	$ 219.69
Box relocation fee	$ 77.25
Bannock County Landfill charge per ton	Current Bannock County Landfill Rate per ton
Overweight charge per ton	Double Current Bannock County Landfill Rate per ton

PRIVATELY OWNED COMPACTOR SERVICE	
Pickup charge per pull	$ 219.69
Bannock County landfill charge per ton	Current Bannock County Landfill Rate per ton
Overweight charge per ton	Double Current Bannock County Landfill Rate per ton
RECYCLING FACILTY SERVICES	
Baling per ton	$ 35.00
Handling/storage per ton	$ 10.00
Contaminated load/per ton	$ 20.00
Contaminate load/Bannock County Landfill charge per ton	Current Bannock County Landfill Rate per ton
Contaminated haul per dump	$ 219.69
Outside City Limits Rate**	
Baling per ton	$ 42.00
Handling/storage per ton	$ 12.00
Contaminated load per ton	$ 24.00
Contaminated load/Bannock County Landfill charge per ton	Current Bannock County Landfill rate per ton
Contaminated haul per dump	$ 263.63
RECYCLING – 5 YARD CARDBOARD SERVICES	
Once a week collection per container	$ 83.75
Bi-weekly collection per container	$ 56.95
Monthly rental per container [(a)]	$ 11.50
Special pickup per dump	$ 20.35
Outside City Limits Rate**	
Once a week collection per container	$ 100.50
Bi-weekly collection per container	$ 68.34
Monthly rental per container [(a)]	$ 13.80
Special pickup per dump	$ 24.42
RECYCLING – ROLL-OFF CARDBOARD SERVICES[(c)]	$ 219.69
Pickup charge per pull	$ 87.15
Monthly rental per container 20-32-yard box [(a)]	$ 2.91
Daily 20-32-yard box rental [(a)]	$ 77.25
Box relocation fee	
Outside City Limits Rate**	$ 263.63
Pickup charge per pull	$ 104.58
Monthly rental per container 20-32-yard box [(a)]	$ 3.49
Daily 20-32-yard box rental [(a)]	$ 92.70
Box relocation fee	

RECYCLING – COMPACTOR CARDBOARD SERVICES[c]	
Pickup charge per pull	$ 189.90
Box relocation fee	$ 77.25
RECYCLING – PICKUP CARDBOARD SERVICES[c]	
Haul fee charge per pickup - minimum 2-ton per load	$ 219.69
Underweight charge per ton	$ 35.00
RECYCLING – 3rd PARTY DROP-OFF CARDBOARD[c]	No Charge
RECYCLING – ROLL-OFF SINGLE-STREAM SERVICES[c]	
Pickup charge per pull	$ 219.69
Monthly rental per container 20-32-yard box [a]	$ 87.15
Daily 20-32-yard box rental [a]	$ 2.91
Baling per ton	$ 35.00
3rd party processing fee	Market rate/month
Box relocation fee	$ 77.25
Outside City Limits Rate**	
Pickup charge per pull	$ 263.63
Monthly rental per container 20-32-yard box [a]	$ 104.58
Daily 20-32-yard box rental [a]	$ 3.49
Baling per ton	$ 42.00
3rd Party processing fee	Market rate/month - @ 1.2%
Box relocation fee	$ 92.70
RECYCLING – 3rd PARTY DROP-OFF SINGLE-STREAM SERVICES[c]	
Baling per ton	$ 35.00
3rd Party processing fee	Market rate/month
Outside City Limits Rate**	
Baling per ton	$ 42.00
3rd Party processing fee	Market rate/month - @ 1.2%
UNAUTHORIZED ITEMS	
Fees for unauthorized collection items (ex. tires, refrigeration units)	Current Bannock County Landfill Rate per item

A 2.74% convenience fee will be charged on all card transactions.

[a] Price does not include State sales tax (currently 6%)
[b] Price includes State sales tax (currently 6%)

(c) Service is subject to a contamination fee, if applicable.

**Services outside the city limits are assessed at a rate of 1.2% above current rate, subject to approval by the Director or Manager of Sanitation Services.

Agenda Item #7

VACATION OF RIGHT-OF-WAY
PUBLIC HEARING: THURSDAY APRIL 17, 2025
STAFF REPORT

File: VAC25-0001

APPLICANT/OWNER:	Johnathan Balls on behalf of Pocatello/Chubbuck School District 25
LOCATION:	1800 Bench Road
REQUEST:	Vacation of 1.59 acres (more or less) of Bench Road

RECOMMENDATION & CONDITIONS: Based on the information presented in this report, staff recommends approval of vacating the subject Right-Of-Way (ROW), with the following conditions attached:

1. The standards and requirements as outlined in the Public Works Memorandum shall be strictly adhered to. This includes retaining a 70-foot wide easement coinciding with existing Right Of Way (ROW) width and defined as a public access and maintenance utility easement;
2. The legal description for the subject parcel shall be reviewed and approved by the City Surveyor prior to recording;
3. The end of Bench Road which is blocked to vehicular traffic shall remain as such with exception of placing a gate with Knox Box to be used for secondary emergency access only. This is a recommendation of Public Works;
4. Per recommendation of Bannock Transportation Planning Organization (BTPO), the area of vacation shall remain open to pedestrian and bicycles as Bench Road is a designated bike route.;
5. Parking shall be prohibited adjacent (to the east) of the residences addressed 1794 through 1734 Cheshire Avenue;
6. Any other requirements not herein noted above but applicable as part of an approved ROW vacation shall be strictly adhered to.

REQUEST: An application has been submitted by Johnathan Balls on behalf of Pocatello/Chubbuck School District 25, requesting to vacate the public's interest entailing 69,260 square-feet or 1.59-acres (more or less) of the 1800 block of Bench Road extending from the South entrance into Connections Credit Union to the southern - most entrance of Highland High's parking lot (refer to the aerial and the site map for details).

In addition - per Idaho Code §50-1321 the applicant obtained written consent for adjoining property owners abutting Bench Road. Such is provided as part of the City Council agenda packet.

BACKGROUND: The applicant is desirous of vacating the aforementioned Right-Of-Way (ROW) to increase safety for students, staff and patrons of Highland High.

NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing by mail in order that they may provide comment on the proposed request. Notice was also provided in the legal section of the Idaho State Journal.

UTILITY PROVIDER & CITY DEPARTMENT NOTICE: Utility providers and affected City departments were provided notice on 3/6/2025. Staff received comment from personnel representing Intermountain Gas Company, Sparklight, and Lumen all of which have infrastructure within the area to vacated. This being the case Public Works Staff is requiring that an Access and Utility Easement be maintained across the entire length and width of the area of vacation (refer to Public Works Memorandum)

CRITERIA FOR REVIEW: The City Council shall review the facts and circumstances of each proposal in terms of the standards listed in the Table below:

Table 1. Vacation of Right-of-Way Review Criteria Analysis

Compliant				
Yes	**No**	**N/A**		
☒	☐	☐	**Requirement 1**	**DESCRIBE WHY THE REQUESTED VACATION IS EXPEDIENT FOR THE PUBLIC GOOD**
			Applicant Response	With over 1600 students and staff at Highland High School, Bench Road, located in front of Highland High School, has been a congested bottleneck when turning onto Fairway Drive for decades. School District #25 now owns the land across from Highland High School and plans to put a parking lot there, with the additional student, staff, and patron crossing Bench Road in front of the school, safety is now an even greater concern. With the vacation of Bench Road, a redesign of that front roadway could help with traffic flow from the South parking lot as well as provide safety for those crossing Bench Road from the west parking lot to the school.
			Staff Review	School District 25 officials are planning on constructing additional parking on the 6.58-acre lot directly West of Highland High. As such District officials are desirous in

				vacating 1.59-acres (more or less) of Bench Road in hopes of making it safer for students, faculty and the general public. This may include installation of "speed bumps" painting, or other techniques that may not be permitted if the ROW were to remain in the public's interest. The District will not be permitted to construct any "permanent" structures in light of the fact that an Access & Utility Easement will remain over the 1.59-acres (see Staff condition #1). Existing infrastructure consist of an 18-inch critical water main; a 6-inch cast iron water line; an 8-inch sewer main in addition to gas, cable and power. The latter currently consist of overhead lines however Idaho Power officials are working to put such underground.
☒	☐	☐	**Requirement 2**	**IDENTIFY ANY "DAMAGES" THAT THE CITY MAY INCUR AS A RESULT OF THE REQUESTED VACATION AND DESCRIBE ANY PROPOSED TERMS AND CONDITIONS FOR MITIGATING ANY "DAMAGES."**
			Applicant Response	There are no foreseeable damages the city might incur as a result of this vacation.
			Staff Review	Staff does not anticipate any damages will incur upon the general public by vacating the 1.59-acres of Bench Road provided all conditions are adhered to as recommended by Staff.
☒	☐	☐	**Requirement 3**	**DESCRIBE THE REQUESTED MANNER OF REVERSION OF THE REQUESTED VACATED AREA AND HOW IT IS IN THE BEST INTERESTS OF THE ADJOINING PROPERTY OWNERS.**
			Applicant Response	The only foreseeable reason for reversion of the requested vacated area would be if the city intended to open up Bench Road at Highland's south parking lot for everyday travel. If this ever were to happen, working with the school district, the straight roadway would be built back.
			Staff Review	Bench Road shall remain closed to vehicular traffic south of the existing parking. The reasoning is to "force" traffic to the Fairway/Olympus signal while not allowing traffic through the neighborhood extending from the Olympus/Bench Road intersection and blocked-off portion of Bench.
☒	☐	☐	**Requirement 4**	**EXPLAIN WHY GRANTING THE REQUESTED VACATION WILL NOT IMPAIR THE RIGHTS OF ANY LOT OWNER OR PUBLIC UTILITY.**

			Applicant Response	Since students, staff, and patrons at Highland High School would be the only ones that would use the roadway, it will not impair any other lot owner or public utility.
			Staff Review	As noted earlier in this report significant infrastructure exist therefore an Access and Utility Easement shall remain over the entirely of the vacated ROW.
☒	☐	☐	**Requirement 5**	**PROVIDE ANY ADDITIONAL INFORMATION THAT YOU FEEL IS APPLICABLE TO THIS PETITION.**
			Applicant	For over 60 years, the current traffic pattern has existed at Highland High School. With this vacation, we now have an opportunity to significantly improve this area around the school, including an increase in safety.
			Staff Review	No additional comment

ATTACHMENTS:

A. Petition for vacation application with attachments
B. Public Works Memorandum
C. Correspondence Received

ATTACHMENT A

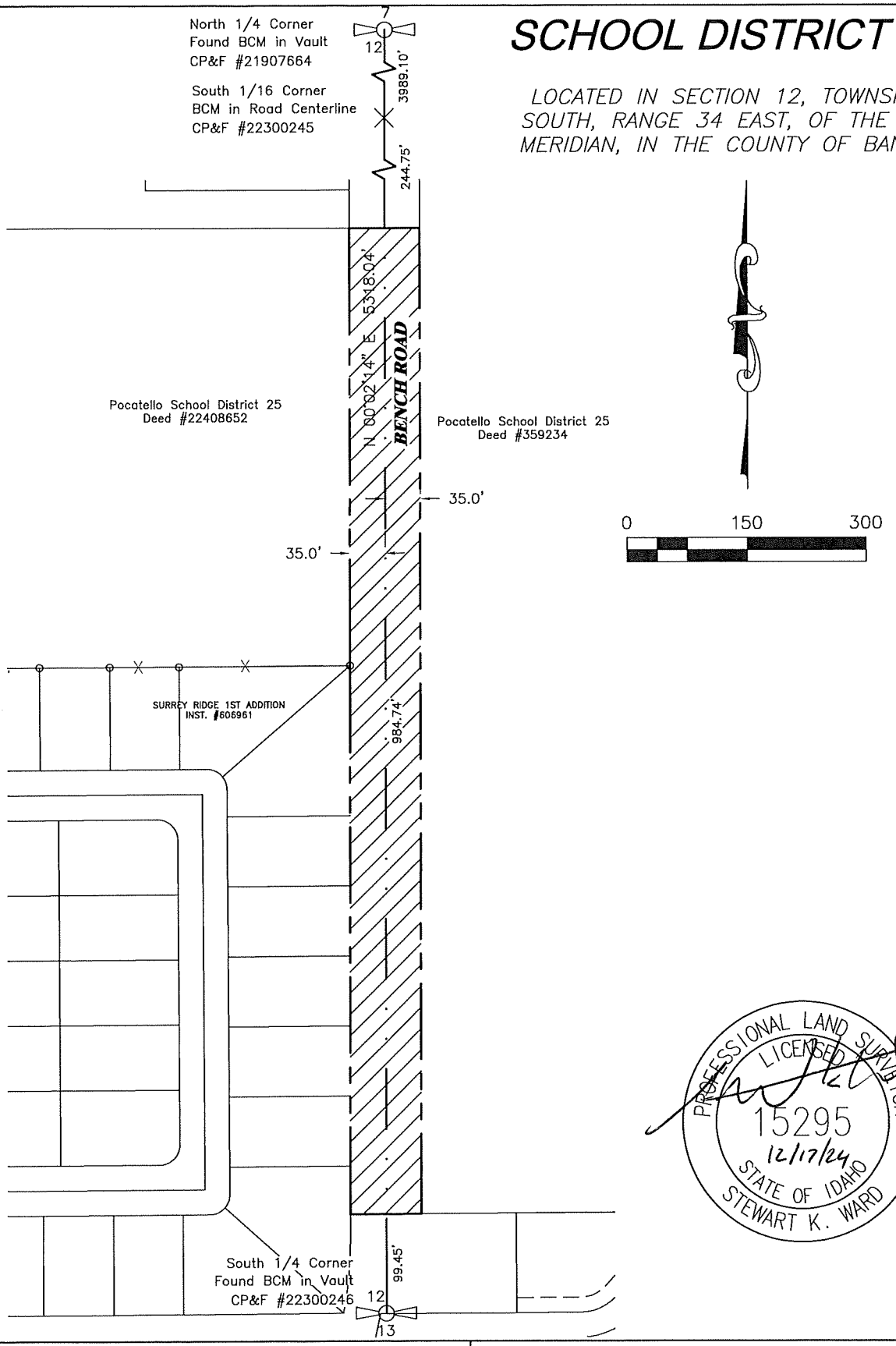
PETITION FOR VACATION WITH ATTACHMENTS

Pocatello Planning Map



SCHOOL DISTRICT 25

LOCATED IN SECTION 12, TOWNSHIP 6 SOUTH, RANGE 34 EAST, OF THE BOISE MERIDIAN, IN THE COUNTY OF BANNOCK.



PROFESSIONAL LAND SURVEYOR
LICENSED
15295
12/17/24
STATE OF IDAHO
STEWART K. WARD

DIOPTRA
4880 Clover Dell Rd.
Chubbuck, ID 83202
Ph.208-237-7373
www.dioptrageomatics.com

Bench Rd Vacation

Client: School District 25		Project: 24119	
Date: 12-16-24	Drawn By: SKW	Scale: 1"=150'	


Maxar

1794 Cheshire Ave

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: Stephanie Schickedanz

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 05 day of March, 2025, the property owner Stephanie Schickedanz has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

(seal) JONATHAN R BALLS Notary Public - State of Idaho Commission Number 52160 My Commission Expires Apr 9, 2026

Jonathan R Balls
NOTARY PUBLIC FOR IDAHO

Residing at: 13236 N Moonglow Ln Pocatello ID

Commission Expires: 4-9-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

1784 Cheshire Ave

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: Michael Stokes

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 18 day of February, 2025, the property owner Michael Stokes has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

(seal) JONATHAN R BALLS
Notary Public - State of Idaho
Commission Number 52160
My Commission Expires Apr 9, 2026

Jonathan R Balls
NOTARY PUBLIC FOR IDAHO

Residing at: 13236 N Moonglow LN Pocatello ID

Commission Expires: 4-9-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

1774 Cheshire Ave

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: Carrie Baker

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 20 day of February, 2025, the property owner Carrie Baker has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

(seal) JONATHAN R BALLS
Notary Public - State of Idaho
Commission Number 52160
My Commission Expires Apr 9, 2026

J R Balls
NOTARY PUBLIC FOR IDAHO

Residing at: 13236 N Mountain Pocatello ID

Commission Expires: 04-09-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

1764 Cheshire AVE

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: Michael D. Wheelock

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 18 day of February, 2025, the property owner Michael D. Wheelock has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

JONATHAN R BALLS
Notary Public - State of Idaho
Commission Number 52160
My Commission Expires Apr 9, 2026

(seal)

Jonathan R Balls
NOTARY PUBLIC FOR IDAHO

Residing at: ~~Jonathan~~ 13236 N Moonglow LN Pocatello

Commission Expires: 4-9-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

1744 Cheshire Ave

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: _____

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 19 day of February, 2025, the property owner Brian Barnes has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

JONATHAN R BALLS
Notary Public - State of Idaho
Commission Number 52160
My Commission Expires Apr 9, 2026

(seal)

_____
NOTARY PUBLIC FOR IDAHO

Residing at: 13236 N Mountain Pocatello ID

Commission Expires: 4-9-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

1734 Cheshire Ave

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: Lisa Devlin

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 19 day of February, 2025, the property owner Lisa Devlin has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

JONATHAN R BALLS
Notary Public - State of Idaho
Commission Number 52160
My Commission Expires Apr 9, 2026

(seal)

Jonathan R Balls
NOTARY PUBLIC FOR IDAHO

Residing at: 13236 N Moonglow Pocatello ID

Commission Expires: 04-09-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

1724 Cheshire Ave

Per Idaho Code §50-1321 and as an adjoining property owner to the public right-of-way vacation request, I (we) give consent to the vacation of Bench Road right-of-way.

Property owner signature: JoAnn B. Bugbee

Property owner signature: _____

STATE OF Idaho)
ss
County of Bannock)

Dated this 20 day of February, 2025, the property owner JoAnn Bugbee has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

(seal) JONATHAN R BALLS
Notary Public - State of Idaho
Commission Number 52160
My Commission Expires Apr 9, 2026

Jonathan R Balls
NOTARY PUBLIC FOR IDAHO

Residing at: 13236 N Mountain Pocatello ID

Commission Expires: 04-09-2026

STATE OF Idaho)
ss
County of Bannock)

Dated this _____ day of _____, 20____, the property owner _____ has SUBSCRIBED AND SWORN before me on this day and year the authorization and information above written.

_____
NOTARY PUBLIC FOR IDAHO

(seal)

Residing at: _____

Commission Expires: _____

DIOPTRA

Bench Rd. Vacation

A strip of land located in Section 12, Township 6 South, Range 34 East Boise Meridian, Bannock County, Idaho, being a portion of Bench Road, being seventy (70) feet wide, thirty-five (35) each side of the following described centerline:

Commencing at the South Quarter corner of Section 12, Township 6 South, Range 34 East and running thence N 00°02'14" E 99.45 feet along the meridional centerline of said Section 12, also being the centerline of Bench Road, to a point on the south boundary of a parcel described in Deed Instr. #359234 said point being the **True Point of Beginning**;

Thence continuing N 00°02'14" E 984.74 feet along said meridional centerline to the intersection of the extended north line of a parcel described in Deed Instr. #22408652 to the **Point of Terminus**.

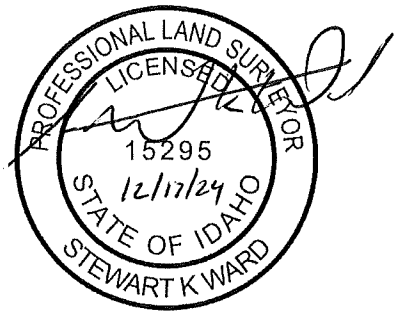
The strip of land contains ±1.59 acres

SKW/AJT

December 16, 2024

Z:\projects\2024 Projects\24119-Bench Rd Vacation\Legals\Bench Rd Vacation.docx

The sidelines of the strip of land are to lengthen or shorten as required to create a continuous strip of land.



4880 Clover Dell
Chubbuck, Idaho 83202

208-237-7373

ATTACHMENT B

PUBLIC WORKS MEMORANDUM

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Engineer MB

Date: 3.20.2025

Re: Bench Road Partial Vacation of Right-Of-Way – City Council (4.3.2025)
Application VAC25-0001

The Public Works Departments have reviewed the right-of-way vacation application request for the above-mentioned project and submits that the following items shall be addressed and approved prior to recording the vacation ordinance. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

1. Retain and record 70-foot wide easement coinciding of the existing right-of-way width and defined as a public access and utility maintenance easement.
2. Retain pedestrian and bicycle access from the adjacent subdivision and through the vacated portion of the right-of-way as recommended by the Bannock Transportation Planning Organization (BTPO).
3. There Shall not be any direct vehicle access to the south end of the vacated right-of-way. However, there should be emergency access established with a gate and Knox lock.
4. Any improvements to this area should be reviewed and approved through a city application and permitting process.

ATTACHMENT C

CORRESPONDENCE RECEIVED (VIA EMAIL)

From:	Barron, Nicholas
To:	Planning
Cc:	Christ, Russ; Lewis, Matthew
Subject:	RE: NOTICE: VAC25-0001, VACATION OF RIGHT-OF-WAY; 1800 BENCH ROAD)
Date:	Friday, March 7, 2025 11:05:48 AM
Attachments:	image002.png image003.png image004.png image001.png

Good morning.

We've got fiber running up both sides of the highlighted area on Bench Rd. Aerial on one side and underground on the other. Please let me know if I can be of any assistance.

In addition, Ryan Charles is no longer with Cable One (Sparklight). Feel free to replace his email with mine on your mailing list.

Nick Barron
Field Operations Manager | **Sparklight**
Gateway Valley
1525 Sherry Ave, Idaho Falls, ID 83401
204 W Alameda Rd, Pocatello, ID 83201

nicholas.barron@sparklight.biz

Sparklight®
Always working for you.

From: Christ, Russ <Russell.Christ@cableone.biz>
Sent: Thursday, March 6, 2025 3:33 PM
To: Barron, Nicholas <Nicholas.Barron@sparklight.biz>; Brown, Dave <David.Brown@sparklight.biz>
Subject: FW: NOTICE: VAC25-0001, VACATION OF RIGHT-OF-WAY; 1800 BENCH ROAD)

FYI

Cable One®

Russell Christ
Construction Coordinator | **Cable One**
T: 208-223-0648
204 W Alameda Rd
Pocatello, ID 83201
russell.christ@cableone.biz

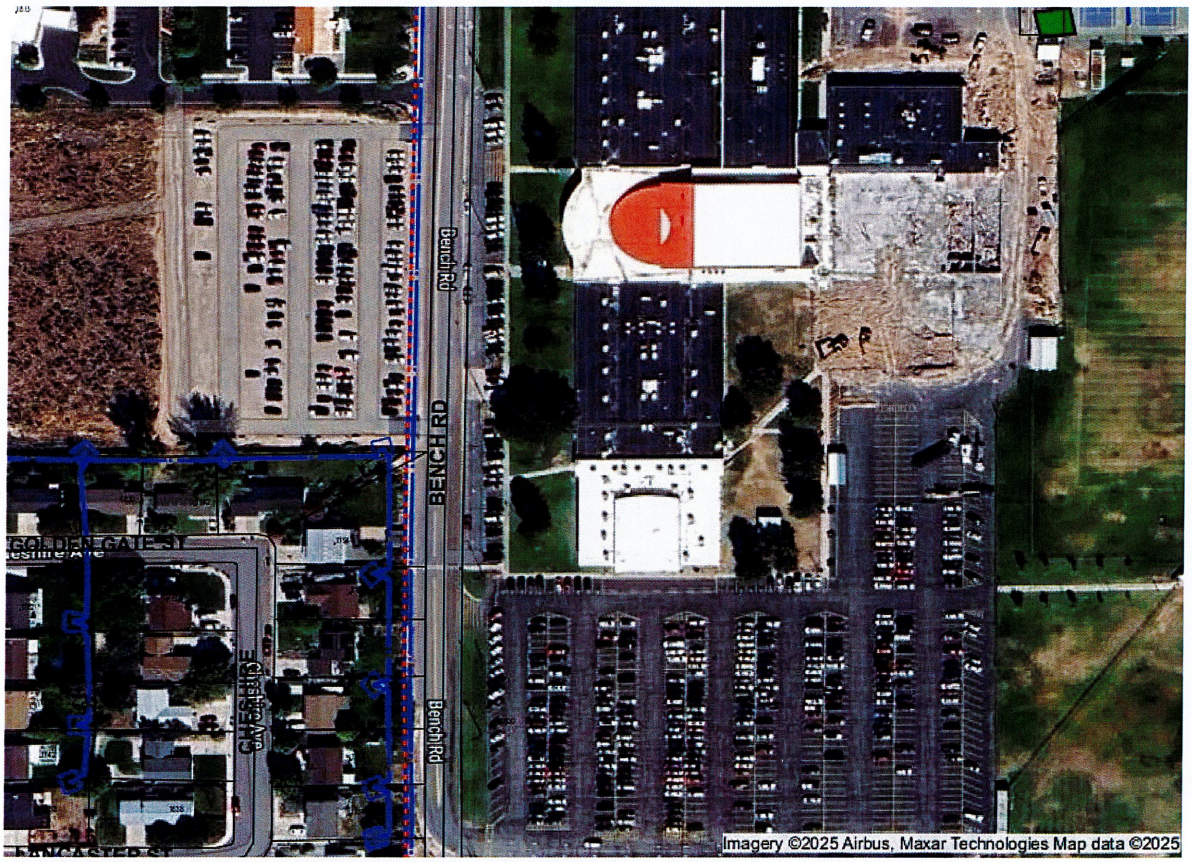
Connecting our customers and communities to what matters most.

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Thursday, March 6, 2025 11:18 AM
To: Century Link <biser.fan@centurylink.com>; Commissioner Cheryl Rogers <cherrog@gmail.com>; Dave Spillett <dspillett@idahopower.com>; halj@bannockcounty.us; Idaho Fish & Game <dan.garren@idfg.idaho.gov>; idaho Fish & Game <becky.johnson@idfg.idaho.gov>; Idaho Power, Matt Pallante <MPallante@idahopower.com>; Idaho Power, Matt Stucki <mstucki@idahopower.com>; Idaho Power, Travis Hanks <thanks@idahopower.com>; Intermountain Gas Company <phillip.colborn@intgas.com>; Intermountain

From: Fan, Biser
To: Lewis, Matthew
Subject: RE: NOTICE: VAC25-0001, VACATION OF RIGHT-OF-WAY; 1800 BENCH ROAD)
Date: Thursday, March 6, 2025 11:40:29 AM
Attachments: image002.png
image003.png
image004.png

Good Morning,

LUMEN has a direct buried copper cable (30"-36" deep) placed along the west R-O-W of Bench Rd. We would like to maintain our facility in place. If this is not possible, please notify the School District a relocation effort would need to be coordinated, and new easement established.



Thank you,

Biser Fan
Network Implementation Engineer II
Pocatello, ID 83201
Cell: (208) 608-3973

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Thursday, March 6, 2025 11:18 AM
To: Fan, Biser <Biser.Fan@lumen.com>; Commissioner Cheryl Rogers <cherrog@gmail.com>; Dave Spillett <dspillett@idahopower.com>; halj@bannockcounty.us; Idaho Fish & Game <dan.garren@idfg.idaho.gov>; idaho Fish & Game <becky.johnson@idfg.idaho.gov>; Idaho Power, Matt Pallante <MPallante@idahopower.com>; Idaho Power, Matt Stucki <mstucki@idahopower.com>; Idaho Power, Travis Hanks <thanks@idahopower.com>; Intermountain Gas Company <phillip.colborn@intgas.com>; Intermountain Gas Company <ashley.snyder@intgas.com>; ITD Chris Peirsol <Chris.Peirsol@itd.idaho.gov>; James Murphy <james.murphy@intgas.com>; Karen Agular <grannychef53@gmail.com>; Mori Byington <MORI@BANNOCKPLANNING.ORG>; N BANNOCK FIRE DISTRICT <jrfarnsworth@northbannockfire.us>; School District 25 - T Walton <waltonto@sd25.us>; School District 25 J Balls <ballsjo@sd25.us>; School District 25 J Smith <smithjo@sd25.us>; SE ID Health Dept <kkeller@siph.idaho.gov>; Sparklight Const Coordinator

From: Colborn, Phillip
To: Planning
Cc: Murphy, James
Subject: RE: NOTICE: VAC25-0001, VACATION OF RIGHT-OF-WAY; 1800 BENCH ROAD)
Date: Monday, March 10, 2025 10:43:34 AM

To whom it may concern,

Intermountain Gas Company requests that a public utility easement be added for IGC's existing facilities located in the proposed vacation.

Thanks

Phillip Colborn
Intermountain Gas Company
Pocatello Operations Manager
(208) 637-6431
phillip.colborn@intgas.com

From:	Hanks, Travis
To:	Lewis, Matthew
Cc:	Fernandes, Aaron
Subject:	RE: NOTICE: VAC25-0001, VACATION OF RIGHT-OF-WAY; 1800 BENCH ROAD)
Date:	Monday, March 31, 2025 10:17:51 AM
Attachments:	image001.png Bench Road Vacation Exhibit.pdf AERIAL 1800 BENCH RD.pdf

Hi Matt,

Idaho Power has an overhead powerline running along the east side of Bench Road through the subject area. I'm a little late responding to this email but, if possible, I would like to request that we retain a public utility easement over the area and retain and protect the existing facilities. I believe one of our designers is currently working with the school district to convert the overhead line to underground.

Regards,

Travis Hanks, PLS
SURVEYOR
Idaho Power | Coroparate Services & Communications
Office 208-236-7868 | Mobile 208-431-7223
301 E. Benton St.| Pocatello, ID | 83201

From: Lewis, Matthew <mlewis@pocatello.gov>
Sent: Thursday, March 6, 2025 11:18 AM
To: Century Link <biser.fan@centurylink.com>; Commissioner Cheryl Rogers <cherrog@gmail.com>; Spillett, Dave <DSpillett@idahopower.com>; halj@bannockcounty.us; Idaho Fish & Game <dan.garren@idfg.idaho.gov>; idaho Fish & Game <becky.johnson@idfg.idaho.gov>; Pallante, Matthew <MPallante@idahopower.com>; Stucki, Matt <MStucki@idahopower.com>; Hanks, Travis <THanks@idahopower.com>; Intermountain Gas Company <phillip.colborn@intgas.com>; Intermountain Gas Company <ashley.snyder@intgas.com>; ITD Chris Peirsol <Chris.Peirsol@itd.idaho.gov>; James Murphy <james.murphy@intgas.com>; Karen Agular <grannychef53@gmail.com>; Mori Byington <MORI@BANNOCKPLANNING.ORG>; N BANNOCK FIRE DISTRICT <jrfarnsworth@northbannockfire.us>; School District 25 - T Walton <waltonto@sd25.us>; School District 25 J Balls <ballsjo@sd25.us>; School District 25 J Smith <smithjo@sd25.us>; SE ID Health Dept <kkeller@siph.idaho.gov>; Sparklight Const Coordinator <russell.christ@sparklight.biz>; SPARKLIGHT TECH OPER MGR <RYAN.CHARLES@SPARKLIGHT.BIZ>; Williams Gas Pipeline West <bret.blair@williams.com>
Cc: Babb, Becky <becky.babb@pocatello.gov>; Anglesey, James <janglesey@pocatello.gov>; Flynn, Jennifer <jflynn@pocatello.gov>; Quayle, Merril <mquayle@pocatello.gov>
Subject: [EXTERNAL] RE: NOTICE: VAC25-0001, VACATION OF RIGHT-OF-WAY; 1800 BENCH ROAD)

Correction on the aerial – Please note that the vacation does not extend past the

Agenda Item #8

POCATELLO CITY COUNCIL
FINAL PLAT: ASPEN PLACE
EXECUTIVE SUMMARY

REQUEST:
David Assan of Sunrise Engineering on behalf of Gate City Builders, has submitted an application for a Final Plat to be known as Aspen Grove Subdivision. The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less) with a total of nine (9) lots. The subject property is zoned Residential-Commercial-Professional (RCP). The request is to allow for the platting of eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking.

RECOMMENDATION:
In consideration of the Preliminary Plat Application, and City staff review, the Planning & Zoning Commission recommended **approval** of said application after a public hearing was held on January 8, 2025 finding the application meets the standards for approval under section 17.02.170.E of Pocatello City Code.

Staff finds that the Final Plat is substantial conformance with the Preliminary Plat thus recommends that the City Council approve the application with conditions as outlined in Planning & Zoning Commissions Findings of Fact and Public Works Memorandum

ATTACHMENTS:

a. Planning & Zoning Commission Findings of Fact
b. Public Works Memorandum dated April 7, 2025
c. Planning & Zoning Commission Staff Report Packet

ATTACHMENT A

FINAL PLAT

ASPEN GROVE SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SURVEYOR'S NARRATIVE

1. THE PURPOSE OF THIS SURVEY IS TO CREATE THE LOTS AND BLOCK SHOWN FOR RESIDENTIAL DEVELOPMENT.
2. THE BOUNDARIES WERE SOLVED BY LOCATING AND ACCEPTING MONUMENTS THAT WERE SET PER RECORD OF SURVEY FOR GARY RATLIFF (RECORD INST. NO. 22102284).
3. LOT 9, BLOCK 1 IS A COMMON AREA LOT AND IS COVERED IN IT'S ENTIRETY BY A PUBLIC ACCESS & UTILITY EASEMENT.

NORTH 1/4 CORNER OF SECTION 1. FOUND ALUMINUM CAP MONUMENT SET IN ASPHALT AS DESCRIBED IN CP&F INST. NOS. 20813689 & 22112563.

BASIS OF BEARING

THE NORTH LINE OF SECTION 1 WAS ASSUMED TO BE S 89°41'18" E BETWEEN THE NORTH 1/4 CORNER AND THE NORTHEAST CORNER PER THE CENTRAL MERIDIAN OF IDAHO STATE PLANE EAST ZONE COORDINATE SYSTEM.

BASIS OF BEARINGS (S1 - S 89°41'18" E 2648.79') (S2 - S 89°41'18" E 2648.79') TOWNSHIP 6 SOUTH TOWNSHIP 7 SOUTH

NORTHEAST CORNER OF SECTION 1. FOUND 3/4" IRON PIN WITH NO CAP AS DESCRIBED IN CP & F INST. NO. 21405652

(P1 - S 89°39'00" E 926.82') (S1 - S 89°41'18" E 955.31') S 89°34'15" E 805.31'

SOUTHWEST CORNER OF SECTION 31. NO MONUMENT FOUND. CALCULATED POSITION PER CITY OF POCATELLO DATA. SEE WILDLIFE RIDGE ESTATES - DIVISION 1 INST. NO. 20623085

RANGE 34 EAST RANGE 35 EAST (S1 - 80.44') 80.44'

DOYLE ALYN BOWDEN DEED NO. 22011212

DOYLE ALYN BOWDEN DEED NO. 22011212

(S1 - N 50°15'09" E 593.04') N 50°15'09" E 593.04'

299.19' 82.58' 70.00' 30.00' 70.00' 30.00' 70.00' 30.00' 70.00' 30.00' 70.00' 40.46' 293.85'

POINT OF BEGINNING

LOT 1	LOT 2	LOT 3	LOT 4	LOT 5
0.16 AC	0.16 AC	0.16 AC	0.16 AC	0.16 AC
6856.71 SF	6878.75 SF	6902.97 SF	6924.97 SF	6948.05 SF

S 39°33'38" E 97.64' 98.07' 98.15' 98.38' 98.49' 98.72' 98.81' 99.04' 99.14' 99.37'

S 5TH AVENUE

N 39°44'51" W 399.28' (S1 - N 39°44'51" W 399.28')

LOT 9 4.20 AC 182999.89 SF COMMON AREA (SEE NOTE 3) BLOCK 1

(S1 - S 40°24'23" E 399.94') S 40°24'23" E 399.94' S 40°24'23" E 480.38' (S1 - S 40°24'23" E 480.38') (S2 - S 40°47'30" E 480.31') (S2 - S 40°47'30" E 480.05') (P1 - S 40°47'30" E 480.05')

40.00' 40.00'

LOT 8	LOT 7	LOT 6
0.16 AC	0.16 AC	0.16 AC
6811.47 SF	6794.22 SF	6776.98 SF

70.00' 70.00' 70.00'

S 39°33'38" E 97.38' 97.23' 97.14' 96.98' 96.89' 96.74'

146.10' 241.10' (S1 - 241.10') (S2 - 242.63') 70.00' 42.00' 70.00' 42.00' 70.00' 157.54'

NO CAP

S 50°18'49" W 597.64' (S1 - S 50°18'49" W 597.64') (S2 - N 49°55'00" E 598.76')

356.54' (S1 - 356.54') (P1 S2 - 356.13')

3.87' (P1 S1 - 3.87')

(S2 - N 49°55'00" E 988.86') (S1 - N 50°18'49" E 988.75') N 50°18'49" E 988.75'

234.00' (P1 S1 S2 - 234.00')

750.89' (S1 - 750.89') (S2 - 750.99')

NO CAP

SOUTH IDAHO PROPERTIES DEED NO. 21017532

RESTLAWN MEMORIAL GARDENS - 2ND ADDITION INST. NO. 351202

RESTLAWN MEMORIAL GARDENS - 1ST ADDITION INST. NO. 310090

S 00°22'22" W 1863.86' (S1 - S 89°52'22" W 1260.95')

(S2 - N 49°55'00" W 276.12') (S1 - S 39°44'16" E 276.12') S 39°44'16" E 276.12'

100.00' (P1 S1 - 100.00')

176.12' (P1 S1 - 176.12')

NO CAP

SEE RECORD OF SURVEY FOR RESTLAWN CEMETERY, INC. INST. NO. 98008145

NORTH 1/16 CORNER ON THE EAST LINE OF SECTION 1. FOUND NAIL TAGGED WITH WASHER IN CONCRETE DRIVEWAY AS DESCRIBED IN CP&F INST. NOS 90014567 & 21405654

NORTH

GRAPHIC SCALE

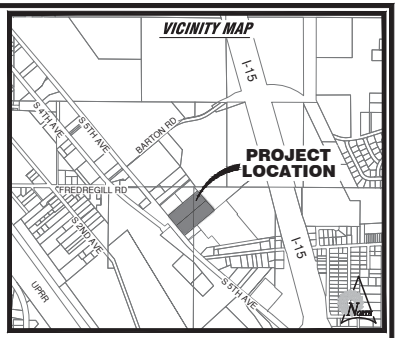
60 0 30 60

(IN FEET)

1 inch = 60'

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO MATTHEW S. BAKER DRAFT

VICINITY MAP



LEGEND

- FOUND SECTION CORNER AS NOTED
- FOUND 1/4 CORNER AS NOTED
- FOUND 1/16 CORNER AS NOTED
- FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "RMES PLS 18971" AND REPLACED WITH 5/8" BY 24" REBAR WITH 2" ALUMINUM CAP STAMPED "LS 13023"
- FOUND 1/2" REBAR WITH PLASTIC CAP STAMPED "PLS 977" OR AS NOTED
- SET 1/2" BY 24" REBAR WITH PLASTIC CAP STAMPED "LS 13023"
- 5 / BLOCK 1 — SUBDIVISION LOT/BLOCK NUMBER
- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINES
- STREET CENTERLINE
- SECTION LINES
- ADJACENT PROPERTY LINES
- (- P1) RECORD INFORMATION PER RESTLAWN MEMORIAL GARDENS - 1ST & 2ND ADDITIONS (INST. NOS. 310090 & 351202)
- (- S1) RECORD INFORMATION PER RECORD OF SURVEY (INST. NO. 22102284)
- (- S2) RECORD INFORMATION PER RECORD OF SURVEY (INST. NO. 98008145)
- (- S3) RECORD INFORMATION PER RECORD OF SURVEY (INST. NO. 761931)

COUNTY RECORDER'S CERTIFICATE

ASPEN GROVE SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: MSB, RTS
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: February 27, 2025
DRAWING: P:\Gate City Builders\10397-University Landing\SURVEY\CAD\	Aspen Grove FP.dwg
SCALE: 1 INCH = 60 FEET	PROJECT NO: 10397 SHEET 1 OF 2

ASPEN GROVE SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

BOUNDARY DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 1, BEING MONUMENTED BY A 3/4 INCH IRON PIN AS DESCRIBED IN CORNER PERPETUATION & FILING INST. NO. 21405652 IN THE OFFICIAL RECORDS OF BANNOCK COUNTY;

THENCE SOUTH 40°24'23" EAST, ALONG THE SOUTHWESTERLY BOUNDARY OF COWBOY MOBILE HOME (RECORD INST. NO. 761931), A DISTANCE OF 80.44 FEET TO THE **POINT OF BEGINNING.**;

THENCE SOUTH 40°24'23" EAST, CONTINUING ALONG SAID SOUTHWESTERLY BOUNDARY OF COWBOY MOBILE HOME, A DISTANCE OF 399.94 FEET TO A POINT ON THE NORTHWESTERLY BOUNDARY LINE OF RESTLAWN MEMORIAL GARDENS - 2ND ADDITION (RECORD INST. NO. 351202);

THENCE SOUTH 50°18'49" WEST, ALONG SAID NORTHWESTERLY BOUNDARY LINE, A DISTANCE OF 597.64 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF SOUTH 5TH AVENUE;

THENCE NORTH 39°44'51" WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF SOUTH 5TH AVENUE, A DISTANCE OF 399.28 FEET TO THE SOUTH CORNER OF A PARCEL OF LAND DESCRIBED UNDER WARRANTY DEED INST. NO. 22011212;

THENCE NORTH 50°15'09" EAST, ALONG THE SOUTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND, A DISTANCE OF 593.04 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 5.46 ACRES, MORE OR LESS.

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARE RECORDED AS INSTRUMENT NUMBER _____ AND ARE HEREBY MADE A PART OF THE PLAT

DEVELOPMENT AGREEMENT

THE CITY OF POCATELLO DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NUMBER _____, IS HEREBY MADE A PART OF THE PLAT

CULINARY WATER

THIS SUBDIVISION SHALL RECEIVE WATER FROM THE EXISTING CITY OF POCATELLO MUNICIPAL WATER SYSTEM.

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND DESCRIBED IN THE BOUNDARY DESCRIPTION HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO A BLOCK AND LOTS AND DO HEREBY WARRANT AND SAVE THE COUNTY OF BANNOCK HARMLESS FROM ANY EXISTING EASEMENTS OR ENCUMBRANCES. IT IS THE INTENTION OF WE THE OWNERS TO INCLUDE ALL OF THE LAND DESCRIBED IN THE BOUNDARY DESCRIPTION IN THIS PLAT. THE LOCATION AND THE DIMENSIONS OF THE BLOCK AND LOTS ARE TO BE AS SHOWN ON THE ACCOMPANYING MAP OF THE PROPERTY. THE EASEMENTS SHOWN ARE GRANTED TO THE PUBLIC FOR PUBLIC UTILITIES, ROADWAY SLOPES, DRAINAGE OR FOR ANY OTHER USE DESIGNATED ON THE PLAT, AND NO STRUCTURES OTHER THAN THOSE FOR SUCH UTILITY PURPOSES ARE TO BE ERECTED WITHIN THE LINES OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HEREUNTO SET OUR HANDS THIS _____ DAY OF _____, 2024.

BY_____
GATE CITY BUILDERS
JONATHAN VINCENT (OWNER)

ACKNOWLEDGMENT

STATE OF IDAHO, COUNTY OF BANNOCK

ON THIS _____ DAY OF _____, IN THE YEAR 20_____, BEFORE ME _____, A NOTARY PUBLIC, PERSONALLY APPEARED JONATHAN VINCENT, KNOWN OR IDENTIFIED TO ME, TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT SUCH PERSON(S) EXECUTED THE SAME.

_____
NOTARY PUBLIC

RESIDING IN _____ COUNTY, STATE OF IDAHO.
MY COMMISSION EXPIRES _____ DAY OF _____, 20___.

IRRIGATION WATER RIGHTS STATEMENT

IT HAS BEEN DETERMINED THAT THE PROPERTY INCLUDED IN THIS SUBDIVISION IS NOT LOCATED WITHIN THE BOUNDARIES OF AN EXISTING IRRIGATION DISTRICT.

SANITARY RESTRICTIONS

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED BASED ON DEPARTMENT OF ENVIRONMENTAL QUALITY REVIEW AND APPROVAL FOR THE DESIGN PLANS AND SPECIFICATIONS AND THE CONDITIONS IMPOSED ON THE DEVELOPER FOR CONTINUED SATISFACTION OF SANITARY RESTRICTIONS. WATER AND SEWER LINE HAVE BEEN COMPLETED AND SERVICES CERTIFIED AS AVAILABLE. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO COD, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

DATE: _____ HEALTH DISTRICT SIGNATURE:_____

SURVEYOR'S CERTIFICATE

I, MATTHEW S. BAKER, A DULY LICENSED LAND SURVEYOR IN THE STATE OF IDAHO, DO HEREBY CERTIFY THAT A SURVEY WAS MADE UNDER MY DIRECTION OF THE PREMISES DESCRIBED IN THE BOUNDARY DESCRIPTION AND SHOWN ON THIS PLAT UPON WHICH THIS CERTIFICATION APPEARS. I FURTHER CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY DIRECTION AND THAT THE MONUMENTATION SHOWN CONFORMS WITH THAT SET ON THE GROUND AND THAT THE PERTINENT STATUTES OF THE STATE OF IDAHO, TOGETHER WITH ALL LOCAL ORDINANCES HAVE BEEN COMPLIED WITH.

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO MATTHEW S. BAKER

DRAFT

_____ _____
MATTHEW S. BAKER DATE

CITY OF POCATELLO

THE PLAT ON WHICH THIS CERTIFICATION APPEARS HAS BEEN APPROVED AND THE DEDICATION ARE HEREBY ACCEPTED BY THE CITY OF

POCATELLO, IDAHO, THIS_____ DAY OF_____, 20___.

_____ _____
BRIAN BLAD, MAYOR KONNI R. KENDELL, CITY CLERK

_____
MERRIL QUAYLE PE NO. 10600
(ENGINEER FOR THE CITY)

BANNOCK COUNTY

THIS PLAT WAS DULY ACCEPTED AND APPROVED BY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS ON THIS_____ DAY OF_____, 20___.

_____ _____
ERNIE MOSER JASON DIXON
(CHAIRMAN OF THE BOARD) (COUNTY CLERK)

_____
J. PAUL BASTIAN, PE PE NO. 7257
(REVIEWING COUNTY ENGINEER)

COUNTY REVIEWING SURVEYOR'S CERTIFICATE

I, _____, A LICENSED LAND SURVEYOR IN AND FOR BANNOCK COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND COMPUTATIONS SHOWN HEREON, AND HAVE DETERMINED THAT THE REQUIREMENT OF IDAHO CODE 50-1305 HAVE BEEN MET, AND I

APPROVE THE SAME FOR FILING THIS_____DAY OF_____, 20___.

_____
NAME PLS NO.
(COUNTY REVIEWING SURVEYOR)

COUNTY TREASURER'S CERTIFICATE

PURSUANT TO 50-1308, IDAHO CODE. I, JENNIFER CLARK, DO HEREBY CERTIFY THAT ALL COUNTY PROPERTY TAXES DUE ON THE PROPERTY BEING SUBDIVIDED, BOTH DELINQUENT AND CURRENT, HAVE BEEN PAID IN FULL.

THROUGH_____

_____ _____
JENNIFER CLARK DATE

COUNTY RECORDER'S CERTIFICATE

ASPEN GROVE SUBDIVISION

LOCATED IN THE NORTHEAST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST AND THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO

SUNRISE ENGINEERING

REVISIONS	SURVEYED BY: MSB, RTS
1.	OFFICE WORK BY: MSB, MLM
2.	DATE: February 27, 2025
DRAWING: P:\Gate City Builders\10397-University Landing\SURVEY\CAD\	Aspen Grove FP.dwg
SCALE: 1 INCH = 60 FEET	PROJECT NO: 10397 SHEET 2 OF 2

ATTACHMENT B

PLANNING & ZONING COMMISSIONS FINDINGS OF FACT & RECOMMENDATION

Instrument # 22500392
Bannock County, Pocatello, Idaho
01/13/2025 02:02:12 PM No. of Pages: 5
Recorded for: CITY OF POCATELLO
Jason C. Dixon Fee: $0.00
Deputy: jmcdonald

FINDINGS OF FACT AND DECISION
CITY OF POCATELLO
PLANNING AND ZONING COMMISSION
PUBLIC HEARING JANUARY 8, 2025

SUBDIVISION:	Aspen Grove Subdivision
FILE:	PP24-0004
APPLICANT/OWNER:	David Assan of Sunrise Engineering; Gate City Builders
SURVEYOR/ENGINEER:	Matt Baker of Sunrise Engineering
REQUEST:	Preliminary Plat Subdivision Application
LOCATION:	Four separate parcels located at 2806 S. 5th Avenue
LOTS/UNITS:	Eight (8) eighteen (18) multi-family buildings; 1 common lot

I. REQUEST: David Assan of Sunrise Engineering on behalf of Gate City Builders, has submitted an application for a Preliminary Plat to be known as Aspen Grove Subdivision. The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less) with a total of nine (9) lots. The subject property is zoned Residential-Commercial-Professional (RCP) with a future land use map designation of Mixed-Use (MU). The request is to allow for construction of eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking.

II. PUBLIC HEARING: A public hearing was held before the Planning & Zoning Commission on the evening of January 8, 2025. The applicant provided a summary of the proposed preliminary plat. Staff provided a brief presentation and recommendation regarding the application. There were no comments from the public provided.

III. NOTIFICATION: All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the proposed request. Notice was also published in the Idaho State Journal and a sign was posted on the subject property. No public comments were received.

IV. PRELIMINARY PLAT REVIEW CRITERIA:

Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			City Code and Staff Review	
Yes	No	N/A	Code Section	Analysis
☒	☐	☐	**16.20.050 A**	**The subdivision proposal complies with applicable provisions of this title.**
			FINDING	The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met.
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			FINDING	Assuming all conditions and corrections are met the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion is for Criteria 16.20.050 A-H and the Public Works Memorandum (Attachment A).
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			FINDING	**DENSITY & LOT DESIGN:** The above noted parcel is zoned Residential-Commercial-Professional (RCP). The plat consists of nine (9) lots in total. Lot 9 is a common lot consisting of parking, storm water retention, landscaping and recreation. Said areas are being dedicated and maintained by the Homeowner's Association. Each eighteen (18)-plex will consists of twelve (12) 2-bedroom units and six (6) one (1) bedroom units on a lot measuring 5,662 sq.ft. (more or less). Based on Municipal Code Section 17.05.570-1 one & one-half (1.5) off-street parking spaces are required per two (2) bedroom unit and one (1) required for the single bedroom units resulting in a total of 192 off-street parking spaces. A total of 259 (259) parking spaces are proposed.
☒	☐	☐	**16.20.050 D.**	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**
			FINDING	**R.O.W. IMPROVEMENTS:** There is one (1) point of ingress/egress to the development via South 5th Avenue. Public Works and Traffic Department personnel are requiring that the approach, as proposed, be moved to the north to line up with Garden Street to the west which extends between S. 4th & 5th Avenues. This results in the Apartment building on Lot 1 to be relocated to the proposed multi-use stormwater/recreation area located adjacent South 5th Avenue. The latter shall be moved to Lot 1.

				WATER, SEWER, & STORMWATER: Water and sewer are available to extend to the proposed subdivision and shall be subject to all applicable Municipal Standards prior to acceptance of the final plat. **UTILITY PROVIDER & CITY DEPARTMENT NOTICE:** Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice on December 5, 2024. To date, no comments have been received from the Utility providers receiving notice. The applicant is responsible for contacting all private utility companies for extension of services such as power, natural gas, and internet services. City Department comments/conditions are summarized in Attachment B. **PRIVATE COVENANTS, RESTRICTIONS & CONDITIONS:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			FINDING	Municipal subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application. A traffic impact study has not been required as part of the application review.
☒	☐	☐	**16.20.050 F.**	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**
			FINDING	The subject site consists of minimal grade thus development is not subject to Hillside Development or Sensitive Land Standards. There is not an existing street system to the east therefore connectivity is not needed.
☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			FINDING	The Bannock Transportation Planning Organizations adopted bicycle and Pedestrian Plan proposes a Bike Lane to be provided on S. 5th Avenue. Such is depicted as part of the S. 5th Avenue Cross Section (see Attachment D).

☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			FINDING	Public utilities are available to extend through to provide service to the newly created lots. Utilities shall be located within either the right-of-way or access easements/utility easements. See Criteria 16.20.050.D for additional comment.

V. PLANNING & ZONING COMMISSION RECOMMENDATION: In consideration of the application, the Planning & Zoning Commission **approved** of the preliminary plat application from David Assan on behalf of Gate City Builders, finding the application **does** meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the following conditions attached:

1. Per Pocatello Municipal Code Section 17.02.140D.3 states that subdividing of land may not proceed until a proposed PUD has been approved, the Final Plat shall not be submitted until the subject PUD has been approved;
2. All comments provided in the Public Works Memorandum dated December 18, 2024 and hereby attached, shall be strictly adhered to;
3. The parking area shall be dedicated as shared common area and at no point may any gates or other obstruction be placed within the parking and access area so as to prevent fire access through the parking lot areas as well as the rear yard of each townhome.
4. A street light shall be installed on the north side of the approach.
5. Staff is recommending that an eight (8)-foot wide planter strip be provided between the curb and eight (8) foot wide sidewalk with a ten (10) foot landscaped setback provided on the east side of the sidewalk (as required by Municipal Code). In addition - one (1) tree a minimum of one & one-half inches (1.5") in caliper shall be provided for every thirty-five feet of street frontage in both landscaping areas. Such planting shall be staggered a minimum of ten 10-feet between trees within the landscape areas (Refer to Attachment D);
6. All proposed amenities shall be complete with each phase as proposed;
7. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code. Said plan shall include a planting schedule which includes the type of vegetative, non-vegetative cover, and tree type and size.
8. All approved architectural standards shall be enforced by the Homeowner's Association per Municipal Code 17.02.140.G.5; and
9. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to.
10. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

Rich Phillips, Chair
Planning & Zoning Commission
Authorized to sign 1/8/2025

STATE OF IDAHO)
ss:
County of Bannock)

On this 13th day of January, 2025, before me, the undersigned, a Notary Public in and for the State, personally appeared Rich Phillips, known to me or proved to me to be the person whose name is subscribed to the foregoing instrument, and being duly sworn, acknowledged to me that he executed the same.

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

Aceline McCulla
Notary Public for Idaho
Residing in Pocatello, Idaho

ACELINE MCCULLA
NOTARY PUBLIC
STATE OF IDAHO
COMMISSION # 20210088
MY COMMISSION EXPIRES 01/22/2027

ATTACHMENT C

PUBLIC WORKS MEMORANDUM
APRIL 7, 2025

CITY OF
POCATELLO

Engineering

911 N 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Office: (208) 234-6225

Memorandum

To: Matthew Lewis, Senior Planner

From: Merril Quayle PE, Public Works Development Engineer

Jacob Murphy, Senior Engineering Technician

Date: 04/07/2025

Re: Aspen Grove Subdivision – City Council Final Plat (04/17/2025)

Application #FP25-0003

The Public Works Departments have reviewed the final plat/construction drawings application for the above-mentioned project and submits that the following changes and items shall be addressed and approved prior to beginning construction. Approval is contingent on the completeness, accuracy, serviceability, and compliance to City Standards.

---

1. Plat

- **A.** After approval by the City Council of the proposed final plat, Applicant will be required to enter into a Development Agreement with the City of Pocatello.
- **B.** Prior to recording the Plat, a more inclusive and comprehensive review shall be done, coordinate all plat correction through City Surveyor.
- **C.** Subdivision plat shall conform to all state and local laws and ordinances.
- **D.** Notes on the plat shall be approved by the City of Pocatello Engineering and Legal Department prior to recording.
- **E.** The City of Pocatello certificate to read: The plat on which this certificate appears is hereby approved and the dedications are hereby accepted by the City of Pocatello…
- **F.** If there are any CCR's, indicate and place recording number on the plat. Submit any CCR's associated with this plat to the City Engineering Department after recording.
- **G.** Provide adjoining property owners recorded deeds, a copy of all recorded easements and document(s) which grants the signatory to sign the plat on the behalf of the owner(s) to the City Surveyor for final review.
- **H.** Signed copy of the Permanent Operations and Maintenance (O&M) agreement for stormwater, if stormwater system is to be private. This document will be recorded.
- **I.** The plat shall be reproducible on an 8.5x11 sheet of paper per Bannock County instructions. The plat shall be black opaque ink, no gray scale or color.

J. Add note, Easements not depicted: All lots in this subdivision are subject to a drainage easement equal to the primary structure setback line along all lot lines. Lots must be graded and maintained so as to minimize drainage to adjoining properties.

K. Add note, Easements not depicted: There is an easement for refuse pickup that is within the parking area. Also add this paragraph to the owner's certificate. "The undersigned owner(s) of real property located within the Aspen Grove Subdivision Plat, hereby grant permission to the City of Pocatello Sanitation Department to drive City vehicles onto the asphalt/concrete and any other private property in order to provide garbage service at the above location including vehicles needed to perform clean-up maintenance on such private property. Owner(s) release and hold harmless the City of Pocatello, a municipal corporation of Idaho, and its employees from any liability and will accept full responsibility for damages to the driving surface area, Owner(s) acknowledge and agree are beyond the control of the City of Pocatello and its employees.

2. Construction Plans/Infrastructure

A. Development Conditions

1. Gate valve required on main line at tap for isolation and testing.
2. Master meter and backflow assembly required for development. Billing will be one account for HOA.
3. ITD permit shall be required for work in South 5th right-of-way.
4. Each fire line will require an isolation valve in the parking lot, and each service will require a curb stop.
5. Add fire hydrant to accommodate 300' hydrant spacing requirement.
6. This memo addresses the site improvements for the subdivision only. Building and site plans will be reviewed at time of application for a building permit.

B. General Conditions

1. Filing of a notice of intent (NOI) and a formal Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency (EPA) Construction General Permit (CGP) shall be submitted if the project requires, if required then a copy shall be submitted to the City.
2. An erosion and sediment control plan and a final stabilization plan will be required as part of the final plat application. An individual who has successfully completed an approved training course and who has demonstrated competence, through education, training, and knowledge of the applicable laws and regulations in erosion and sediment, and is current on certifications shall be required to be the responsible person to oversee the plan (if certified person is unknown indicate that information will be submitted prior

to any work to the site). Submittal shall meet the requirements of the federal construction general permit.

5. Stormwater design and construction shall meet the core elements in the Portneuf Valley Stormwater Design Manual such as but not limited to; on site retention of the 95% storm, treatment Design (volume, flow, and bypass), site passage of upland flow and site runoff, Operation and Maintenance Manual, access to pond and structures for maintenance.

6. Pond side slopes and embankments shall be designed and constructed per Section 6.4.6 SETBACKS, SLOPES, EMBANKMENTS & SPILLWAYS of the Portneuf Valley Stormwater Design Manual, embankments 4 feet in height or more shall be constructed as recommended by a Geotechnical Engineer.

8. Add a grading note to the affect that if there is more than 3 feet of fill, it needs to be placed in 8-inch lifts, compacted to 95% of maximum density. For building sites compaction tests are required denoting Lot/Block along with a map of all testing locations.

9. Record Drawings shall be submitted on Arch D (24" x 36").

10. Street lights are required for this subdivision. Utility and street light design and placement shall be approved by the City of Pocatello.

11. Provide a copy of the bid schedule of the infrastructure for the City's year end reporting.

13. The developer will also be responsible to remove any sediment buildup in ponds constructed with the development as well as clean all storm water infrastructure prior to the two (2) year warrantee period.

PLANNING & ZONING COMMISSION
MEETING JANUARY 8, 2025
STAFF REPORT

SUBDIVISION:	Aspen Grove Subdivision	**FILE: PP24-0004**
APPLICANT/OWNER:	David Assan of Sunrise Engineering; representing Gate City Builders	
SURVEYOR/ENGINEER:	Matt Baker of Sunrise Engineering	
REQUEST:	Preliminary Plat Subdivision Application	
LOCATION:	Four separate parcels located at 2806 S. 5th Avenue	
LOTS/UNITS:	Eight (8) eighteen (18) multi-family buildings; 1 common lot	
STAFF:	Matthew G. Lewis, Senior Planner	

PLEASE NOTE: The staff report was completed 10 days before the due date mainly in light of the Holidays. This being the case there may be additional information provided to the Commission at their January 8, 2025 meeting.

RECOMMENDATION & CONDITIONS:
Staff finds that the proposal is compliant with all applicable standards of City Code 16.20.050, assuming the following conditions are met:

1. Per Pocatello Municipal Code Section 17.02.140D.3 states that subdividing of land may not proceed until a proposed PUD has been approved, the Final Plat shall not be submitted until the subject PUD has been approved;
2. The parking area shall be dedicated as shared common area and at no point may any gates or other obstruction be placed within the parking and access area so as to prevent fire access through the parking lot areas as well as the rear yard of each townhome.
3. A street light shall be installed on the north side of the approach.
4. Staff is recommending that an eight (8)-foot wide planter strip be provided between the curb and eight (8) foot wide sidewalk with a ten (10) foot landscaped setback provided on the east side of the sidewalk (as required by Municipal Code). In addition - one (1) tree a minimum of one & one-half inches (1.5”) in caliper shall be provided for every thirty-five feet of street frontage in both landscaping areas. Such planting shall be staggered a minimum of ten 10-feet between trees within the landscape areas (Refer to Attachment D);
5. All proposed amenities shall be complete with each phase as proposed;
6. A final landscape plan shall be submitted at the time of the initial building permit application and shall be compliant with all landscaping requirements of Pocatello Municipal Code. Said plan shall include a planting schedule which includes the type of vegetative, non-vegetative cover, and tree type and size.
7. All approved architectural standards shall be enforced by the Homeowner’s Association per Municipal Code 17.02.140.G.5; and
8. A building permit may not be issued unless all applicable standards of City Code Section 16.24.100 are adhered to.
9. All other standards or conditions of Municipal Code not herein stated but applicable to land subdivision and residential development shall apply.

REQUEST: David Assan of Sunrise Engineering on behalf of Gate City Builders, has submitted an application for a Preliminary Plat to be known as Aspen Grove Subdivision. The property is located at 2806 S. 5th Avenue and consists of four (4) parcels encompassing 5.56-acres (more or less) with a total of nine (9) lots. The subject property is zoned Residential-Commercial-Professional (RCP) with a future land use map designation of Mixed-Use (MU). The request is to allow for lot size averaging to construct eight (8) multi-family structures on individual lots with Lot 9 proposed to be a common lot for stormwater retention, recreation area and parking.

COMPREHENSIVE PLAN: The Comprehensive Plan Map designates the area for Residential. Staff finds the following goals, objectives and policies from the Comprehensive Plan to be applicable to this application: Housing Goal 1: Encourage development of a wide variety of high-quality housing opportunities that are safe, sanitary, attractive and affordable. Objective 1.1: Encourage development of housing affordable for households of all income levels throughout the community.

NOTIFICATION (16.20.040.D): All property owners within a 300-foot radius of the existing property boundaries have been provided notice of the public hearing in order that they may provide comment on the proposed request. Notice was also published in the Idaho State Journal and a sign was posted on the subject property. No public comment has been received as of the completion of the staff report.

OPTIONAL MOTIONS:

1. **Approval of the Application**: "Motion to recommend approval of the Preliminary Plat from David Assan on behalf of Gate City Builders, finding the application **does** meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, with the conditions listed in the staff report: [cite findings for approval], and to authorize the Chair to sign the Findings of Fact and Decision."

2. **Denial of the Application**: "Motion to recommend denial of the preliminary plat application from David Assan on behalf of Gate City Builders finding the application **does not** meet the standards for approval under Chapter 16.20.050 of Pocatello Municipal Code, [insert any additional conditions of denial], and to authorize the Chair to sign the Findings of Fact and Decision."

ATTACHMENTS:

A. Preliminary Plat
B. Aerial
C. Front Landscaping/Sidewalk Cross Section

Table 1. Preliminary Plat Review Criteria Analysis

REVIEW CRITERIA (16.20.050):				
Compliant			**City Code and Staff Review**	
Yes	**No**	**N/A**	**Code Section**	**Analysis**
☒	☐	☐	**16.20.050 A**	**The subdivision proposal complies with applicable provisions of this title.**
			Staff Review	The proposal is compliant with all applicable standards of Title 16, provided that all comments and conditions are met.
☒	☐	☐	**16.20.050 B.**	**The subdivision proposal complies with all applicable city design standards and development regulations.**
			Staff Review	Assuming all conditions and corrections are met the proposed subdivision is compliant with all applicable city design standards and development regulations. See further discussion is for Criteria

				16.20.050 A-H and the Public Works Memorandum (Attachment A).
☒	☐	☐	**16.20.050 C.**	**The subdivision proposal complies with all applicable zoning requirements of the underlying zoning district, applicable overlays, and other applicable development standards.**
			Staff Review	**DENSITY & LOT DESIGN:** The above noted parcel is zoned Residential-Commercial-Professional (RCP). The plat consists of nine (9) lots in total. Lot 9 is a common lot consisting of parking, storm water retention, landscaping and recreation. Said areas are being dedicated and maintained by the Homeowner's Association. Each eighteen (18)-plex will consists of twelve (12) 2-bedroom units and six (6) one (1) bedroom units on a lot measuring 5,662 sq.ft. (more or less). Based on Municipal Code Section 17.05.570-1 one & one-half (1.5) off-street parking spaces are required per two (2) bedroom unit and one (1) required for the single bedroom units resulting in a total of 192 off-street parking spaces. A total of 259 (259) parking spaces are proposed.
☒	☐	☐	**16.20.050 D.**	**All public facilities including streets, sidewalks, curbs, gutters, water, sewer, fire protection, and sanitation services can be provided to the newly created lots and accommodate future extension to adjacent land. 1. The use of a "control strip" intended to control or prevent the future extension of public facilities or development of adjacent land is prohibited.**
			Staff Review	**R.O.W. IMPROVEMENTS:** There is one (1) point of ingress/egress to the development via South 5th Avenue. Public Works and Traffic Department personnel are requiring that the approach, as proposed, be moved to the north to line up with Garden Street to the west which extends between S. 4th & 5th Avenues. This results in the Apartment building on Lot 1 to be relocated to the proposed multi-use stormwater/recreation area located adjacent South 5th Avenue. The latter shall be moved to Lot 1. **WATER, SEWER, & STORMWATER:** Water and sewer are available to extend to the proposed subdivision and shall be subject to all applicable Municipal Standards prior to acceptance of the final plat. **UTILITY PROVIDER & CITY DEPARTMENT NOTICE:** Pursuant to Municipal Code 16.20.040F, utility providers and affected City departments were provided notice on December 5, 2024. To date, no comments have been received from the Utility providers receiving notice. The applicant is responsible for contacting all private utility companies for extension of services such as power, natural gas, and internet services. City Department comments/conditions are summarized in Attachment B. **PRIVATE COVENANTS, RESTRICTIONS & CONDITIONS:** Recorded Owner's Covenants, Conditions and Restrictions (CC &R's) for the subdivision, if any, must be submitted after the recording of the final

				plat.
☒	☐	☐	**16.20.050 E.**	**If city public works determines that the proposed subdivision will result in significant traffic impacts pursuant to subsection 16.20.030V of this chapter, then a "traffic impact study" will be required as part of the commission's review.**
			Staff Review	Municipal subsection 16.20.030V states that a traffic impact study will be required for any subdivision creating one hundred (100) or more peak hour trips based on the Institute of Transportation Engineers' "Trip Generation Handbook" (current edition). A traffic impact study may be waived by the Public Works Department upon the receipt of an approved traffic analysis to be included with the application. A traffic impact study has not been required as part of the application review.
☒	☐	☐	**16.20.050 F.**	**The proposal provides for a continuation of a connected transportation system unless topography or natural features prevents a connection to abutting streets or property.**
			Staff Review	The subject site consists of minimal grade thus development is not subject to Hillside Development or Sensitive Land Standards. There is not an existing street system to the east therefore connectivity is not needed.
☒	☐	☐	**16.20.050 G.**	**The proposed subdivision provides for bicycle and pedestrian transportation routes and amenities in accordance with Bannock transportation planning organization's most recent adopted bicycle and pedestrian plans.**
			Staff Review	The Bannock Transportation Planning Organizations adopted bicycle and Pedestrian Plan proposes a Bike Lane to be provided on S. 5th Avenue. Such is depicted as part of the S. 5th Avenue Cross Section (see Attachment D).
☒	☐	☐	**16.20.050 H.**	**Public utilities are provided to the newly created lots in public rights of way or in appropriately sized easements. (Ord. 2971, 2016)**
			Staff Review	Public utilities are available to extend through to provide service to the newly created lots. Utilities shall be located within either the right-of-way or access easements/utility easements. See Criteria 16.20.050.D for additional comment.

ATTACHMENT A

PRELIMINARY PLAT LAYOUT

PRELIMINARY PLAT FOR:
ASPEN GROVE SUBDIVISION

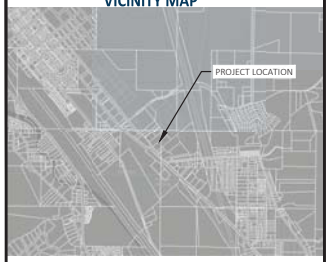
LOCATED IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 34 EAST, BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



LINE TABLE

NO.	BEARING	LENGTH
L1	S39°33'38"E	81.00'
L2	N50°26'22"E	69.00'
L3	N39°33'38"W	81.00'
L4	S50°26'22"W	69.00'
L5	S39°33'38"E	81.00'
L6	N50°26'22"E	69.00'
L7	N39°33'38"W	81.00'
L8	S50°26'22"W	69.00'
L9	S39°33'38"E	81.00'
L10	N50°26'22"E	69.00'
L11	N39°33'38"W	81.00'
L12	S50°26'22"W	69.00'
L13	S39°33'38"E	81.00'
L14	N50°26'22"E	69.00'
L15	N39°33'38"W	81.00'
L16	S50°26'22"W	69.00'
L17	S39°33'38"E	81.00'
L18	N50°26'22"E	69.00'
L19	N39°33'38"W	81.00'
L20	S50°26'22"W	69.00'
L21	N39°33'38"W	81.00'
L22	S50°26'22"W	69.00'
L23	S39°33'38"E	81.00'
L24	N50°26'22"E	69.00'
L25	N39°33'38"W	81.00'
L26	S50°26'22"W	69.00'
L27	S39°33'38"E	81.00'
L28	N50°26'22"E	69.00'
L29	N39°33'38"W	81.00'
L30	S50°26'22"W	69.00'
L31	S39°33'38"E	81.00'
L32	N50°26'22"E	69.00'

VICINITY MAP



LEGEND

PROPOSED BOUNDARY LINE
PROPOSED PROPERTY LINE
PROPOSED EASEMENT LINE
PROPOSED CENTER LINE
SECTION LINE

EXISTING	PROPOSED	
		CONTOUR LINES
W	W	WATER LINE
		IRRIGATION LINE
S	S	SEWER LINE
Sd	Sd	STORM LINE
ohe	uge	UNDERGROUND / OVERHEAD POWER LINE
g	G	GAS LINE
t	T	TELEPHONE / FIBER LINE
c	CATV	CABLE TV LINE
		SIDEWALK
		STANDARD CURB / RIBBON CURB
		FIRE HYDRANT / WATER VALVE
		WATER METER / WATER SERVICE
		IRRIGATION BOX / IRRIGATION SERVICE
		SEWER MANHOLE
		SEWER SERVICE
		STORM MANHOLE / STORM CATCH BASIN
		STORM INFILTRATION BED
		POWER POLE / POWER BOX
		GAS METER
		TELEPHONE BOX / FIBER OPTIC BOX
		CABLE TV BOX/STREET LIGHT

NOTES

1. CURRENT ZONING: RESIDENTIAL COMMERCIAL PROFESSIONAL (RCP)
2. TOTAL AREA OF SUBDIVISION: 5.45 ACRES
3. LOT SIZE DATA
   PROPOSED MIN: 0.13 ACRES
   THE PROPOSED BUILDING CORNERS ARE THE PROPERTY CORNERS
4. SUBDIVISION STATS
   9 LOTS
5. LOT 9 IS PROPOSED TO BE A COMMON LOT FOR STORM WATER RETENTION, PUBLIC UTILITIES, AND PARKING LOT.
6. SEWER AND WATER TO BE CONNECTED TO THE CITY OF POCATELLO COLLECTION AND DISTRIBUTION SYSTEMS RESPECTIVELY.
7. STORMWATER WILL BE RETAINED ON SITE IN RETENTION POND
8. 259 PARKING SPACE PROVED, 7 OF WHICH ARE ADA SPACES
9. CODES, COVENANTS, AND RESTRICTIONS (CC&R'S) ADDRESSING THE CREATION OF A HOMEOWNER'S ASSOCIATION WILL BE SUBMITTED WITH THE FINAL PLAT.

PRELIMINARY STORM WATER REQ.

NOTE: ALL STORM WATER FOR ENTIRE SUBDIVISION TO BE DIRECTED TO STORM WATER RETENTION POND.

REQUIRED: 20,116 CU FT
PROVIDED: 20,142 CU FT

INTELLECTUAL PROPERTY NOTICE

THE DESIGN, IDEAS, DRAWINGS CONTAINED WITHIN THIS SET OF ASSOCIATED DOCUMENTS ARE THE SOLE PROPERTY OF SE. THEY ARE SUBJECT TO COPYRIGHT OF SE. THEY ARE CREATED, EVOLVED AND DEVELOPED FOR USE ON THIS SPECIFIC PROJECT. ANY USE OF THESE DRAWINGS, DESIGNS, MATERIALS OR INFORMATION CONTAINED HEREIN, INCLUDING BUT NOT LIMITED TO COPYING OR REPRODUCTION, WHICH IS NOT EXPRESSLY AUTHORIZED BY SE, IS STRICTLY PROHIBITED AS AN INFRINGEMENT OF ITS COPYRIGHT AND WILL RESULT IN ENFORCEMENT UP TO THE FULLEST EXTENT OF THE LAW.

HALF SIZE SCALE (B)
1 INCH = 60 FEET
0 15 30 60
0 15 30 60
1 INCH = 30 FEET
FULL SIZE SCALE (D)

SHEET INFORMATION	
DRAWN BY: TJT	REVIEWER: RMH
CREATED: 10.23.2024	LAST REVISED: 10.24.2024

DEVELOPER INFORMATION		
NAME	GATE CITY BUILDERS	
CONTACT	JONATHAN VINCENT	
INFO	GATECITYBUILDERS@YAHOO.COM	

SHEET NAME:
PRELIMINARY PLAT FOR:
ASPEN GROVE SUBDIVISION

PROFESSIONAL ENGINEER LICENSED 14027 STATE OF IDAHO ROBERT M. HEUSEVELDT

SUNRISE ENGINEERING
600 EAST OAK STREET, POCATELLO, ID 83201
TELEPHONE 208.234.0110
www.sunrise-eng.com

SHEET NUMBER
1 OF 1

P:\Gate City Builders\10397--University Landing\DWG\SHEETS\university landing--x-pssitcap.dwg Oct 24, 2024 4:14pm tjtoglol

ATTACHMENT B

AERIAL OF THE SITE

Pocatello Planning Map

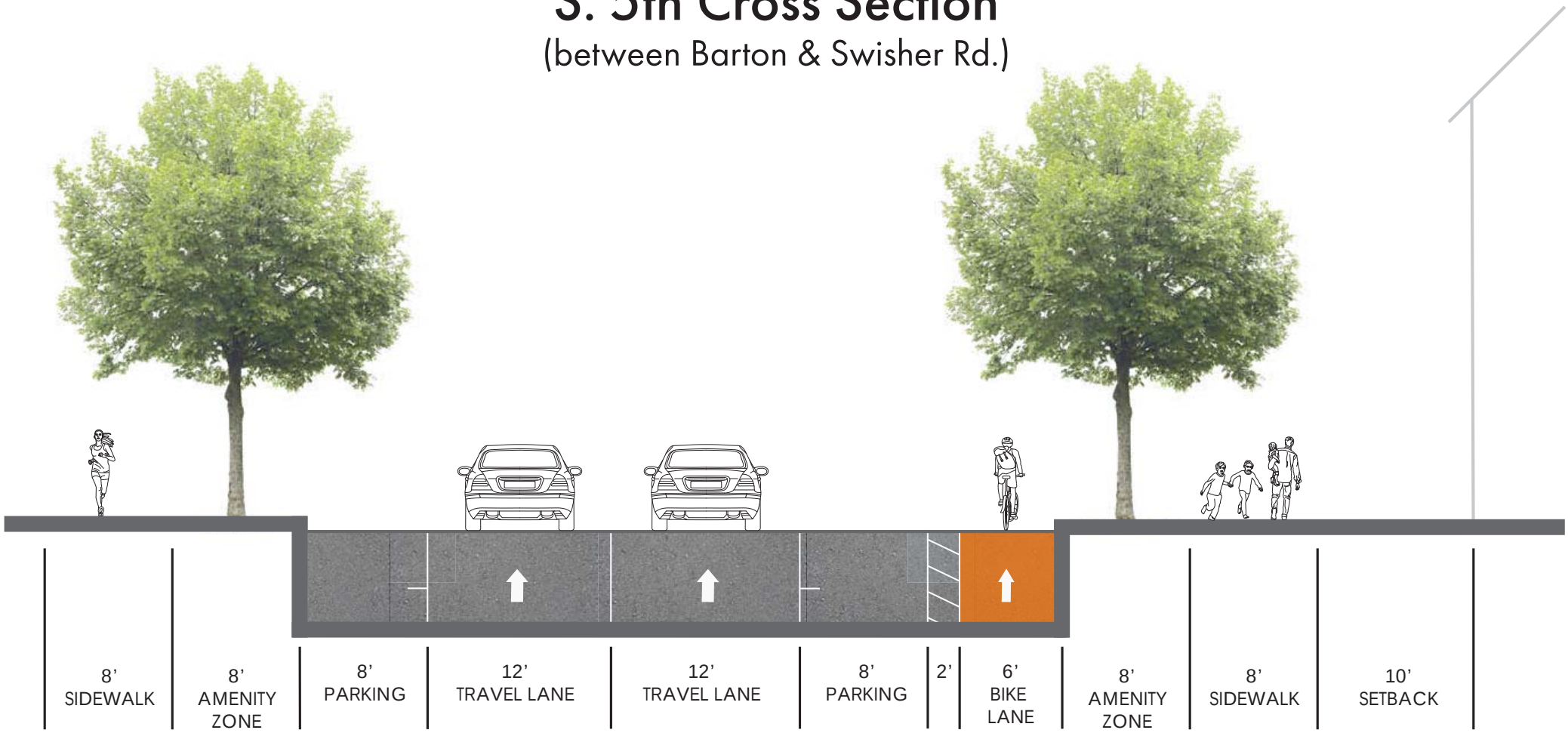


ATTACHMENT C

FRONT LANDSCAPING & SIDEWALK CROSS SECTION

S. 5th Cross Section

(between Barton & Swisher Rd.)



AGENDA ITEM NO. #9

TO: Mayor Blad
City Council

FROM: Christine Howe, Grants Manager – Planning & Development Services Department
Becky Babb, Planning Manager – Planning & Development Services Department

DATE: Meeting of April 17, 2025

RE: US DOT Rural and Tribal Assistance Pilot Program Grant Application Ratification

The Planning & Development Services Department is requesting ratification of the submission of a grant application for the US Department of Transportation's Rural and Tribal Assistance RTA) Pilot Program. This grant application would provide necessary funding for completion of a municipal services impact analysis from the proposed CREST - Commercial, Retail, Entertainment, Sports, and Travel - development.

The 3200-acre CREST development is proposed to be developed on Pocatello Regional Airport land that currently sits vacant. This development includes commercial, retail, sports, hotels, and other similar industry that will bring in major economic development opportunities for the City and surrounding Power and Bannock counties. However, along with the major new development will come demands on the municipal services provided to the area. This RTA project will be comprised of a municipal services impact analysis to determine future capital buildout required to support the CREST development. Possible municipal infrastructure needs include multifaceted public infrastructure such as public roads, new sewer and water infrastructure, public transit expansion, and public safety facilities to support the proposed development.

The RTA grant would fund project planning and feasibility analysis, an evaluation of costs for the municipal infrastructure, and preliminary engineering plans. Total project costs are estimated to be $500,000 and would be fully funded by the grant.

The RTA application will be submitted April 17th, 2025 at 3PM MT; therefore, Council may wish to approve ratification of the application submission.

If you have questions or would like more information about the RTA grant application, please do not hesitate to contact Christine Howe at chowe@pocatello.gov or Becky Babb at becky.babb@pocatello.gov.

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 4, 2025

RE: DOT Grant Application

I have reviewed the grant application for the DOT Rural and Tribal Assistance Pilot Program. I have no legal concerns with the Council approving the grant application and authorizing the Mayor to sign the grant application.

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

Rural and Tribal Assistance Pilot Program
Review copy of Online Application questions for
Single Project grants

All fields must be completed.

Additional information on eligibility and the application questions can be found in the NOFO.

1. **Grant type*:** Confirm you are applying for the following grant type:
   ☐ Single project

2. **Name and contact information of person for matters involving this application:**

   First and last name*: Christine Howe

   Title*: Grants Manager

   Phone*: 208-234-1686 **Email*:** chowe@pocatello.gov

3. **Entity name, address, and website:**

   Organization/Entity Name*: City of Pocatello

   Address (#, street- no P.O. Box numbers)*: 911 N. 7th Avenue

   City*: Pocatello
   State*: ID **Zip Code*:** 83201

   Website address, if applicable: Pocatello.gov

4. **Employer/Taxpayer Identification Number (EIN/TIN)*:** 82-6000244

5. **Organization/entity Unique Entity Identifier (UEI) assigned by SAM.gov*:** *(Ensure that the UEI provided is correct. An incorrect or expired UEI will disqualify the application.)*

   C1H5KKGYA7F8

6. **Entity/Organization headquarters is in this congressional district(s)*: 02**

02

Project is in this congressional district(s)*: 02

7. **Is the applicant delinquent on any federal debt?***

Yes

No

If yes, explain: n/a

8. **Below is a list of eligible entities for this program. Please select the one option that describes your eligibility*:** *(For local governments, political subdivisions, or states: Refer to NOFO Section II. A. Eligible Applicants and Section II. E. Definition of Rural Areas for qualification.)*

- ☐ A unit of local government or political subdivision that is located outside of an urbanized area that has a population of more than 150,000 residents.
- ☐ A State seeking to advance a project located outside of an urbanized area with a population of more than 150,000 residents
- ☐ A federally recognized Indian Tribe
- ☐ The Department of Hawaiian Home Lands

9. **Qualifying Funding or Financing Program*: Select which funding or financing program you expect your project to qualify for:** *(Information on these programs can be found in the NOFO Appendix.)*

- ☐ TIFIA
- ☐ RRIF
- ☐ INFRA
- ☐ Mega
- ☐ BUILD
- ☐ National Culvert Removal, Replacement, and Restoration Grant Program

10. **Project title*:** *(Descriptive title of project for which you seek funding)*: City of Pocatello Municipal Services Impact Analysis

11. **Project location*:** Must be described as either a street address complete with city and state, or latitude/longitude coordinates. As an example, coordinates can be obtained by right-clicking on the project location in Google Maps.

Pocatello Regional Airport, 1950 Airport Way, Pocatello ID 83204

12. **Briefly describe the overall project (no more than 300 words)*:** Include:

- project type (i.e., bridge, new roadway, transit service),

- features to be constructed,
- project limits/length,
- project need, and
- project schedule.

The City of Pocatello's Municipal Services Impact Analysis is a planning, feasibility study, and preliminary engineering project that will address the impact of a large-scale development on municipal services provided by the City of Pocatello. The 3200-acre development called CREST – Commercial, Retail, Entertainment, Sports, and Travel – is proposed to be developed on Pocatello Regional Airport land that currently sits vacant. This development includes commercial, retail, sports, hotels, and other similar industry that will bring in major economic development opportunities for the City and surrounding Power and Bannock counties. However, along with the major new development will come demands on the municipal services provided to the area. This RTA project will be comprised of a municipal services impact analysis to determine future capital buildout required to support the CREST development. Features to be constructed include multifaceted public infrastructure such as public roads, new sewer and water infrastructure, public transit expansion, and public safety facilities to support the proposed development.

The project area includes 3200 acres near Pocatello Regional Airport, along Terminal Way and Frontage Road.

As the CREST development is entering the preliminary design phase and preparing to move forward from a feasibility analysis, there is an immediate need to understand the impacts of the development on municipal services. This RTA project will provide the City with necessary data to understand the potential for financing the capital improvements or the need for special revenue mechanisms such as a TIF district.

The Municipal Services Impact Analysis would begin upon award and be completed in 8 months to align with the proposed schedule for the CREST development.

13. **Project advancement*:** *(See Section VI. B. Criterion #1 of the NOFO for review and evaluation information.)*

a. Describe, in detail, the activities to be completed with this program funding, stating how these activities will materially advance the overall project and address an identified transportation challenge. (no more than 400 words)*

Activities to be completed with the program funding will include:

- All elements of a development impact analysis including: feasibility analysis and evaluation of costs to complete the municipal infrastructure build-out necessary to support the CREST development;
- Water/sewer demand analysis;
- Public safety demand analysis; and
- Preliminary engineering for the required roadwork, sewer, water, and transit facilities.

By completing this demand analysis and the preliminary engineering for the build-out of municipal infrastructure, the City will have preliminary engineering plans and documents that can inform construction costs for the infrastructure needs. This will allow Pocatello to find revenue sources for the construction phase of this project including potential BUILD grant funding. The CREST development will require an expansion of the noted municipal services and without the improved roads and transit access, it will be challenging to move forward. Additionally, without identifying the impact on sewer and water

infrastructure, decisions regarding the size and type of these additions cannot be made.

Future cost projections to sustain the project (including maintenance and operations costs) will also be included in the development impact analysis. This will provide the City with necessary budget information to ensure future upkeep of the expanded transportation and other municipal facilities. IN particular, the City will be well positioned to expand roadways for the development's transportation needs as well as identify the best locations for Pocatello Regional Transit stops and amenities.

b. Requested funds from this program*: $500,000

c. Estimated cost of proposed activities*: $500,000

d. Provide evidence of project readiness, including any project-related development activities that have already been completed. Examples would include data or information that has been collected or activities conducted that are necessary for completing the activities funded through this Program. **(no more than 200 words)***

The CREST development has completed a two-phase conceptual plan and is scheduled to complete a feasibility analysis for the development in Summer 2025. The City has reviewed preliminary plans and identified municipal facilities that will need to be analyzed and updated. The City's Water and Sewer infrastructure plans (rate studies) have not accounted for this development and will need to be updated. City staff have completed a review of the conceptual plans for the CREST development and identified major municipal infrastructure needs for the area that will need to be included in the impact analysis. This includes: roadways (access and egress), the highway interchange, traffic flow and traffic management, water infrastructure, sewer infrastructure expansion and demand, transit facilities, and public safety demand. This initial review of the conceptual plans has provided a basis for the RTA scope of work and will be continued to develop the scopes of work for the impact analysis.

14. **Demonstrated experience and confidence in estimated costs*:** *(See Section VI. B. Criterion #2 of the NOFO for review and evaluation information.)*

a. State if you intend to either procure advisory services or hire staff to complete the proposed activities, and discuss your procurement or hiring experience and process. (no more than 250 words)*

The City intends to procure these services in accordance with federal, state, and local procurement requirements. Idaho Code requires use of a Request for Qualifications (RFQ) process which would also comply with 2 CFR 200 and any other US DOT grant requirements. The qualifying firm would have requisite experience and technical knowledge to complete the development impact analysis, with particular experience in transportation needs and work on similar development projects that have required transportation facility upgrades.

Funding breakdown*: State the overall project budget and a breakdown by activity, with each funding source shown in dollars and percentages. If applicable, identify other Federal funds your organization is applying for, has been awarded, or intends to use. Group funding sources into three categories:

- **non-Federal**
- **current application (RTA Program), and**
- **other Federal funding**

The RTA application will fund the project planning and feasibility analysis, an evaluation of costs of the municipal infrastructure needs, and preliminary engineering for the proposed infrastructure build-out. The City has not applied for, received, nor intends to use any other federal funds for this project.

Current Application (RTA Program): $500,000

Activity	Funding Source	$	%
Project Planning and Feasibility Analysis	Current application (RTA Program)	$65,000	13%
Evaluation of Costs	Current application (RTA Program)	$35,000	7%
Preliminary Engineering	Current application (RTA Program)	$400,000	80%

b. Applicants are encouraged to seek bids or quotes, or to estimate the amount of dedicated staff time for the proposed activities to demonstrate the reasonableness of the requested funding in this application. **Have you obtained a bid or quote, or estimated the staff time needed for the activities proposed in this application?***

☐ Yes (to be submitted later if awarded grant)

☐ No (provide statement of how you determined estimated cost of proposed activities)

Estimates were based off of the City's recently procured services and contracts

for similar work, including feasibility analyses, market studies, and preliminary engineering work up to 30% design.

15. **Mobility access*:** DOT prioritizes projects that help advance mobility access by increasing reliable transportation for people to get to where they need to go to meet the needs of their daily lives regularly, reliably, and safely either through lowering the cost of transportation, increasing access, or increasing safe transportation options. **Explain how the proposed activities will advance at least one of the following aspects of mobility access:**
    - **increase safety,**
    - **lower transportation costs, or**
    - **increase the availability of transportation options.**

    From the list above, identify the area of mobility access the project is advancing and how the proposed activities will accomplish this. (no more than 400 words)
    (See Section VI. B. Criterion #3 of the NOFO for review and evaluation information.)

The project will increase safety by developing roadway infrastructure for a large-scale development including proper width roads (public roads), signals, crosswalks, and road re-alignment as needed. It will also increase availability of transportation options by including transit amenities at the CREST development. The City's Pocatello Regional Transit (PRT) public transportation bus system has a dedicated bus route to the adjacent community of American Falls. With the proposed CREST development, additional transit routes will be needed to allow patrons, visitors, and employees to reach the area. This proposal will review the PRT system and additional routes as well as locate bus stops at the CREST development to increase transportation options. Finally, improved services near the Pocatello Regional Airport will likely increase availability of flights and reduce the overall cost of flights through the Pocatello Regional Airport.

16. **Performance goals and metrics*: Identify, at minimum, 2 metrics for each of the following performance goals:**
    - **Goal 1: Provide benefits to the community through transportation projects.**

      Metric 1: Increased access to CREST development
      Outputs: amount of road, sidewalk, curb, gutter, and pedestrian facilities (crosswalks, signage, RRFBs, etc)

      Metric 2: Improved public transit amenities
      Outputs: Bus stops added, bus stop amenities added (bench, shelter)

    - **Goal 2: Increase grant recipient's capacity, knowledge, and skills to execute transportation projects.**

      Metric 1: Capacity Increased by having Preliminary Design plans and Construction Cost Estimates
      Output: 30% Design Plans and Construction Cost Estimate

      Metric 2: Skills increased by working through planning phase on large scale development that requires a public-private partnership with multiple entities (public agencies and the developer)
      Output: Project Steering Committee with Staff Experts and key Stakeholders

- **Goal 3: Engage, educate, and listen to the community throughout the project planning process.**

  Metric 1 – Engage and Listen to the Community

  Output: Public workshop soliciting feedback on City proposed development

  Output: Presentation at Public meeting

  Metric 2 – Educate Community

  Output: Project website with project and contact information

- **Goal 4: Advance the transformational project(s) closer to delivery.**

Metric 1: Identify infrastructure needs and mechanisms based on preliminary design plans and engagement.

Output: Updated Water and Water Treatment Facility Master Plan and Rate Study

Metric 2: Identify major project components and prepare preliminary designs determine initial project elements.

Output: Cost Estimates

-

17. ☑ **By checking this box and submitting this application, I certify that the statements contained herein are true, complete, and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)***

_____ _____

Signature (e-signature is sufficient)* Date*

Agenda Item #10

POCATELLO CITY COUNCIL
HEARING: APRIL 17, 2025
EXECUTIVE SUMMARY

RE: American WWII Heritage City Nomination Application

REQUEST:
Council may wish to authorize the Mayor's signature and submission for the American WWII Heritage City nomination application to the National Park Service. This designation recognizes the contributions of one jurisdiction in each state regarding U.S. involvement in WWII.

As stated on the National Park Service website regarding the American WWII Heritage City Program: *"World War II permeated every aspect of American life and resulted in a large migration of people within the United States. Individuals and families relocated to industrial centers for good paying war jobs and out of a sense of patriotic duty. Many industrial centers became "boom towns," growing at phenomenal rates. Workers from around the nation had to intermingle with each other and overcome differences in order to meet war demands, forever changing the cultural landscape of the United States."*

"In order to recognize the historic importance of the United States' involvement in World War II, the Secretary of the Interior may designate up to one city (jurisdiction) from each state and territory as an American World War II Heritage City."

The WWII Heritage City Nomination is due April 30th, 2025.

ATTACHMENTS:
a. Nomination Criteria Information
b. Application Packet

Agenda Item #10

MEMORANDUM

TO: City Council and Mayor

FROM: Brian Trammell, Deputy City Attorney

DATE: April 4, 2025

RE: American World War II Heritage City Program

I have reviewed the application for the nomination of the City to be designated as an American World War II Heritage City. I have no legal concerns with the Council approving the nomination application and authorizing the Mayor to sign the nomination application.

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

ATTACHMENT A
NOMINATION CRITERIA INFORMATION

World War II

Nominate an American World War II Heritage City

***** 2025 Nomination Period is Open *****

The American World War II Heritage Cities Program is accepting nominations for designation from *January 1 through April 30, 2025*.

Check the list below (https://www.nps.gov/subjects/worldwarii/nominate.htm#eligible_list)to see if your location is eligible to apply for designation as a World War II Heritage City.

For more information about applying for designation please register for one of our Information Sessions:

March 5, 2025, 1-2 pm EST (https://events.gcc.teams.microsoft.com/event/25295b88-6a64-4634-ac54-c29ce25dc7a4@0693b5ba-4b18-4d7b-9341-f32f400a5494)

States or Territories currently without designated American World War II Heritage Cities.

During the nomination period, any jurisdictions in the locations below that meet the criteria are eligible to apply for designation as an American World War II Heritage City.

- Alaska, American Samoa
- Colorado
- Guam
- Hawaii
- Idaho, Illinois
- Kentucky
- Maine, Minnesota
- New Hampshire
- Oregon
- Puerto Rico
- South Dakota
- U.S. Virgin Islands
- Vermont
- West Virginia

Visit our World War II Heritage Cities (https://www.nps.gov/subjects/worldwarii/world-war-ii-heritage-cities.htm) page to see the designated American World War II Heritage Cites.



(https://www.loc.gov/item/95504675/)
Office of War Information Poster No. 52. Library of Congress.

Can a state or territory have more than one designated American World War II Heritage City?

No

Section 9007 (a) of the John D. Dingell Jr. Conservation, Management, and Recreation Act of 2019 (https://www.congress.gov/bill/116th-congress/senate-bill/47/text) allows only one designation per U.S. state or territory.

During the nomination period, any jurisdictions in a state or a territory that meet the criteria can be nominated. A state or territory may have multiple nominations; however, only ***one*** will be chosen for designation as an American World War II Heritage City. Once a designation has been made, the state or territory is removed from the eligibility list.

On this Page:

Who Can Apply / **Criteria for Designation** / **How to Apply** / **Where to Send Nominations** / **Review Process** / **Contact Information**

Who Can Apply

Any local government jurisdiction located in a U.S. state or territory that doesn't already have an American World War II Heritage City. See the list above for currently eligible states and territories.

Note: An entire state or territory cannot apply for designation. Only a local government jurisdiction within a currently eligible state or territory may be designated.

Local Government Jurisdiction

A local government jurisdiction ("jurisdiction") is a locally managed populated area with a defined political border. It falls under a state or territory government. Jurisdictions include, but aren't limited to, counties, parishes, municipalities, cities, townships, boroughs, towns, and villages.

While the designation is World War II Heritage "City", any jurisdiction in an eligible state or territory that meets the criteria can be nominated for designation.

> *Examples*: Northfield, Vermont (town) a primary producer of wool for the U.S. military; Denver, Colorado (city) which had multiple military sites, defense manufacturing companies.
>
> See current designations at World War II Heritage Cities (https://www.nps.gov/subjects/worldwarii/world-war-ii-heritage-cities.htm).



(https://www.nps.gov/places/awwiihc-south-texas-bend-area.htm)

Aviation cadets in training. Naval Air Station Corpus Christi.
Photo date: 1942. Library of Congress. LC-USW36-391 [P&P]

Nominating Two or More Jurisdictions Together

Two or more jurisdictions can apply together in a *joint nomination*, as long as:

1. The jurisdictions are contiguous and/or overlap. *Note:* Joint nominations with either discontiguous jurisdictions or ones that do not overlap will not be accepted.
2. The nomination is endorsed by each jurisdiction's highest locally elected official.

Examples: Polk and Benton Counties in Oregon. The counties share a contiguous border and were together the home of Camp Adair. The Camp was a large military training facility that had a great impact on surrounding communities and the home front; the City and County of Honolulu, Hawaii where the initial attack on the US took place.

See current joint application designations at World War II Heritage Cities (https://www.nps.gov/subjects/worldwarii/world-war-ii-heritage-cities.htm).

Criteria for Designation

Applicants must meet both criterion 1 and 2 in order to be considered for designation.

1. Contributions by a city and its environs to the World War II home-front war effort, such as contributions related to: *
    - Adaptations to wartime survival
    - Civil defense preparedness
    - Defense manufacturing, such as ships, aircraft, uniforms, and equipment
    - Production of foodstuffs and consumer items for Armed Forces and home consumption
    - Volunteer participation
    - War bond drives
    - Personnel serving in the Armed Forces, their achievements, and facilities for their rest and recreation, or
    - The presence of Armed Forces camps, bases, airfields, harbors, repair facilities, and other installations within or in its environs.

2. Achievements by a city and its environs to preserve the heritage and legacy of the city's contributions to the war effort and to preserve World War II history, such as contributions related to: *
    - Establishment of memorials to area men who lost their lives in service
    - Establishment of museums, parks, and markers
    - Organizing groups of veterans and home-front workers and their recognition
    - Presentation of cultural events such as dances, plays, and lectures
    - The identification, preservation, restoration, and interpretation of World War II-related structures, facilities, and sites
    - Public relations outreach through the print and electronic media, and books, and
    - Recognition and ceremonies remembering wartime event anniversaries

See the American World War II Home Front Heritage City Criteria Essays (https://irma.nps.gov/DataStore/DownloadFile/687970) to learn more about the subcategories under criterions 1 and 2.

---

* Does my jurisdiction have to meet each of the subcategories under criterions 1 and 2?

No

The subcategories are not a list of requirements. Jurisdictions are required to have activities under both criterion 1 and 2, but they don't have to meet each subcategory. The subcategories are intended to be examples of specific home front and commemoration topics (https://irma.nps.gov/DataStore/Reference/Profile/2299458). These topics can be used to help describe jurisdictions' qualifications for designation as American World War II Heritage Cities.

There are no requirements for jurisdictions to have specific numbers of activities or subcategories. However, when nominating jurisdictions it's best to briefly describe activities under as many subcategories as possible that are significant to the location. This can help support jurisdictions' qualifications for designation.

Activities that don't fall under a Subcategory
Jurisdictions can also include WWII home front history and commemoration activities in their nominations that aren't specifically listed as subcategories, but that still apply under criterions 1 and 2.

How to Apply

The process begins when:

> The highest locally elected official in a jurisdiction submits a nomination for their community to the National Park Service's American World War II Heritage Cities Program.
>
> Two or more jurisdictions nominating together will submit one joint nomination.

A nomination *must include*:

- A cover letter addressed to the National Park Service Director (https://www.nps.gov/aboutus/director.htm) and signed by the jurisdiction's highest locally elected official. **For multiple jurisdiction nominations** the cover letter(s) must be signed by each jurisdiction's highest locally elected official.
- A brief descriptions of how the jurisdiction meets criterions 1 and 2 in the Criteria for Designation (see above).



(https://www.nps.gov/places/awwiihc-south-texas-bend-area.htm)

Bomb shelter under personal residence, Detroit, MI. 1942
Wayne State University, Walter P. Reuther Library

A nomination can also include other optional materials such as:

- Endorsements from each jurisdiction's members of Congress, delegate(s), or resident commissioner (***strongly recommended***).
- A map showing that home front and commemorative activities occurred within the jurisdiction's boundaries (***strongly recommended***). Any format, such as pins on a Google map or a hand-drawn markup on a print map, is acceptable.
- Photographs and historic images of commemorative events and activities saved in either pdf, jpeg/jpg, gif, tiff, or png digital file format.
- Images of interpretive signage, digital brochures, fliers, websites, etc.
- Existing program materials that elaborate on how a jurisdiction meets the Criteria for Designation or supports the nomination.
- Other letters of support.

No more than five (5) optional items in total, please.

Disclaimer

The National Park Service (NPS) may use application materials for non-commercial display purposes such as posting on the NPS website (nps.gov), NPS social media forums, publication in hardcopy or digital program brochures, and other American World War II Heritage City Program informational materials in accordance with U.S. copyright Fair Use laws and regulations.

Financial Requirements

There are **no financial requirements** either when a jurisdiction is applying for designation or after a jurisdiction is designated as an American World War II Heritage City.

Where to Send Nominations

Nominations should be emailed to **AWW2HC@nps.gov**.

Review Process

Once the nomination period has ended, the National Park Service (NPS) will acknowledge receipt of complete nominations and review them within three (3) months. Recommendations are then submitted to the Director of the NPS.

Contact Information

For more information email **aww2hc@nps.gov** or call **202-354-6991**.

Last updated: February 19, 2025

Was this page helpful?

Yes

No

An official form of the United States government. Provided by Touchpoints (https://touchpoints.app.cloud.gov/)

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SUBJECTS

African American Heritage (https://www.nps.gov/subjects/africanamericanheritage)

American Latino Heritage (https://www.nps.gov/subjects/latinoheritage)

American Military (https://www.nps.gov/subjects/military)

PARKS

Acadia National Park (https://www.nps.gov/acad)

Aleutian Islands World War II National Historic Area (https://www.nps.gov/aleu)

Amache National Historic Site (https://www.nps.gov/amch)

View All Related Parks (https://www.nps.gov/experiencemore/rela

ORGANIZATIONS

Cultural Resources Office of Interpretation and Education (https://www.nps.gov/orgs/1023)

Park History Program (https://www.nps.gov/orgs/1220)

ATTACHMENT B
APPLICATION PACKET

Cover Letter

Jessica Bowron
Acting Director, National Park Service
US Department of the Interior
1849 C Street NW
Washington, DC 20240

RE: American World War II Heritage City Nomination

Dear Ms. Bowron,

I am writing to submit a nomination for Pocatello, Idaho, to be designated as an American World War II Heritage City. Pocatello's rich history, strategic location, and vital contributions to the war effort during World War II make it a fitting candidate for this distinction. The city's development as a railroad hub, its role in war-time training and production, and its enduring legacy of honoring veterans and preserving historical sites highlight the importance of Pocatello in both wartime and peacetime history.

During WWII, Pocatello fostered an active and supportive home front. The establishment of an Army air base, a Naval Ordnance Plant were two hot beds for war-time activity in the community. The USO Hut and the University of Idaho – Southern Branch (now Idaho State University), also provided essential support for the war effort, further solidifying Pocatello's role in the larger national context.

Pocatello has taken significant steps to honor its WWII legacy, with memorials such as the Southeast Idaho Veterans Memorial, Idaho Gold Star Families Memorial Monument, and the Pocatello Army Air Base Monument. Annual events like the Veterans Day Parade and the ongoing efforts to support the Honor Flight Network ensure that the contributions of those who served are continually celebrated.

I believe that Pocatello's history, military significance, and ongoing efforts to preserve and honor its wartime past make it a deserving candidate for the title of an American World War II Heritage City. I am confident that this designation would not only recognize the city's vital role in the war effort but also provide an opportunity for continued education and reflection on Pocatello's historical importance. Thank you for your consideration.

Sincerely,

Brian C. Blad, Mayor

An American World War II Heritage City Nomination for Pocatello, Idaho

Pocatello, as a city, began as a boxcar depot along a narrow-gauge rail line that connected Salt Lake City to Montana mining operations in the mid to late 1800s, following earlier stagecoach routes. In 1889, Pocatello was incorporated and quickly became a major railroad hub. Its location became a critical junction point for rail and auto, becoming known as the "Gateway to the Northwest". The period between 1889 and the events leading up to World War II included the development of a strong mercantile town and the establishment of an academy which is now known as Idaho State University, all centered on a strong railroad-industrial center. Due to its inland location, and robust railroad services, the stage was set for Pocatello to enlist in support of the war effort during World War II. "Pocatello could offer much to the war effort. Besides the people who served in the armed forces from Pocatello, the city's most visible assistance to the war was as a railroad center, as the location of an Army Air Force training base, and as the site of a Naval Ordnance Plant (NOP)." (Balmforth, 1987) This identity and associated transportation facilities became a critical asset as the United States entered World War II.

The Army Air Base

In 1942, the U.S. Army established an airbase seven miles northwest of Pocatello (which has since been incorporated in the City's boundaries). The airbase, encompassing just over 3,500 acres, became a crucial site for the training of aircrews and was designed to land B-17 and B-24 bombers. One of the B-24 Bombers, named Pocatello Chief fell casualty to the war on March 15, 1944 after being shot down during a bombing mission to Brunswick, Germany. P-39 and P-47 fighters were used for training at the airbase as well. Stationed at the airbase included the 96th and the 382nd Bomber Groups as well as the 453rd (the unit in which movie actor Jimmy Stewart was assigned to during the war) and the 464th. Pocatello was a main flight training facility and just about every pilot, navigator, and bombardier was sent to the airbase for training.

The Pocatello Air Base was a main transfer station for aircraft destined for the Soviet Union as part of the Lend Lease Act. There, U.S. markings were removed from the aircraft and replaced with USSR markings before being sent to Alaska for transfer to the Russian military. The airbase operated as if it were its own city, complete with housing, schools, post office, dining, hospital, chapel, offices and machine shops.

The University of Idaho - Southern Branch (now Idaho State University) provided civilian support for the war effort. The University featured an airfield, University (Ham's) Field, an airframe mechanics program and even featured anti-aircraft weaponry in defense of any possible air attack.

The Pocatello Air Base operated between 1942 and 1945. After being decommissioned, the airbase was deeded to the City of Pocatello on February 20, 1949 and within 2 years began operating as the city-owned Pocatello Municipal Airport (now Pocatello Regional Airport).

Recreation & Education for the Armed Forces

As the airbase came online in 1942 it was quickly made apparent that needed and desired services weren't available. Opportunities for recreation and daily welfare quickly filled this need. An airbase newspaper, *The Bombardier*, was started in November 1942 increasing the servicemen's morale. In the same year, the United Service Organization (USO) established a recreation center in downtown Pocatello which included the use of the Trinity Church's Parish House, housing parties and dances for service men. The USO Hut also provided goods and services for the benefit of service men.

In 1943, the American Association of University Women's Club at the University of Idaho - Southern Branch in Pocatello started the Aviation Squadron Self-Improvement education program at the airbase. Classes were open to any enlisted man on the base and during the first two months, the school had a rapid growth in attendance. More than 15 teachers from the Pocatello city schools donated their time to instruct classes ranging from beginner's reading, writing, and arithmetic to advanced history and English.

The Naval Ordnance Plant

Local factories and businesses shifted production to support the war effort, including manufacturing parts, equipment, and other military necessities. In April 1942, the U.S. Navy commissioned an industrial facility located just outside of Pocatello (which has since been incorporated in the City's boundaries) which primarily refurbished and manufactured naval gun barrels, artillery, and other ordnance components. Known as the Naval Ordnance Plant (N.O.P), this approximately 200-acre complex included about 50 buildings at the height of wartime production. This facility was one of only two such facilities in the country, and the only one west of the Mississippi. Pocatello was selected for this facility due to it being far enough inland to reduce the risk of enemy attack and the fact that the city was equipped as a major railroad-highway hub.

As weapons were manufactured and refurbished in Pocatello, they were then transported about 50 miles north out in the Arco Desert where the Navy established the Naval Proving Ground to test weapons in preparation for them to return to service in the War. This remote site became the future location of the Idaho National Laboratory.

At the end of the War, the N.O.P. was decommissioned and in the 1950's was sold. The facility then became an industrial park with a portion of the complex eventually including facilities for the Federal Bureau of Investigation, a reserve center for the Armed Forces, and a public park named in memory of the wartime facilities (N.O.P. Park).

In June 2021, Industrial Realty Group, LLC (IRG) acquired the complex and rebranded the site as the "Titan Center". Since 2021, IRG has made significant updates to the facilities, sprucing up

exterior facades of buildings, infrastructure improvements, and preparing sites to attract a mix of both industrial and commercial tenants.

Honoring Pocatello's WWII Legacy

In Pocatello, there are several memorials and events that honor both home-front and war-front contributions to the war:

Southeast Idaho Veterans Memorial – Dedicated on November 5, 2005, this monument honors the veterans in Southeast Idaho. Bricks laid within the plaza feature the names of servicemen from various wars and conflicts.

Idaho Gold Star Families Memorial Monument – Dedicated on May 28, 2021, this monument honors Idahoans lost during military service and their families. This monument was made possible with the help of Mr. Hershel "Woody" Williams, last surviving veteran from WWII and a Medal of Honor recipient. (https://idahogoldstarmemorial.com/)

Pocatello Army Air Base Monument – On the 50th anniversary of the Pocatello Army Air Base (1992) a monument was erected near the front of what is now the Pocatello Regional Airport terminal. This monument is dedicated to the veterans from Pocatello and the Squadrons and Bomb Groups who trained and were stationed at the base.

Pearl Harbor Memorial Bridge – Located on W. Fremont Street, crossing the Portneuf River and adjacent to Memorial Park and the Veteran's Memorial Building (ca. 1924-1926). Each year, Bannock County Veteran Services hosts a Pearl Harbor commemoration ceremony honoring the lives lost in that attack. (https://www.youtube.com/watch?v=nBI_5MrYizQ)

Annual Veterans Day Parade – Veterans day parades ceased in Pocatello near the end of WWII. In 2022, efforts were made for such a parade to return to the community. Since 2022 this parade has been an annual event. (https://www.pocatelloveteransdayparade.com/)

Living History Flights & Honor Flights – The Commemorative Air Force has selected Pocatello as a stopping point to display and fly arounds for WWII era planes including B-17 and B-25 bombers. (https://commemorativeairforce.org/) The City is actively working with the Honor Flight Network for Pocatello to serve as a hub for its program. (https://www.honorflight.org/)

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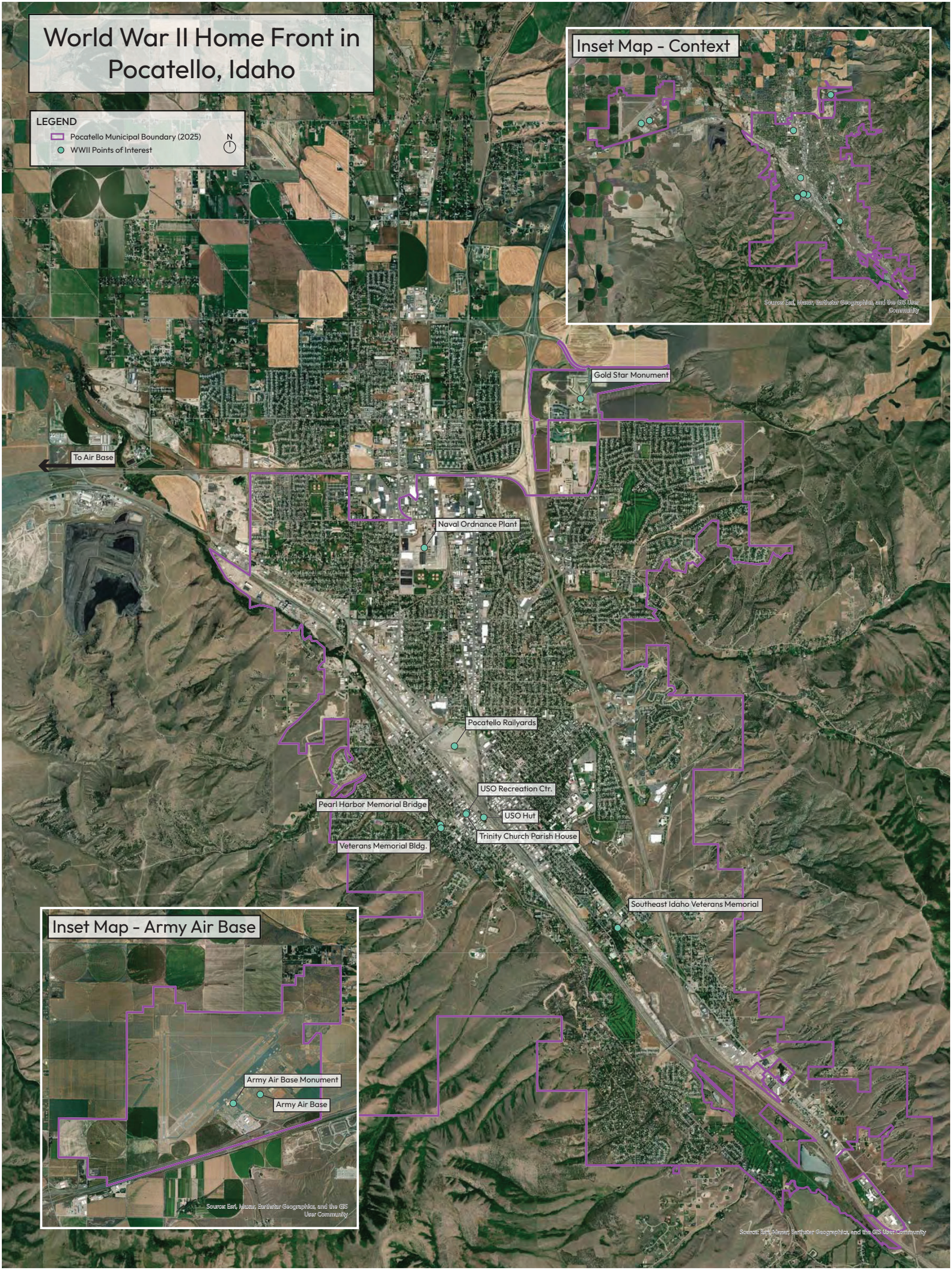
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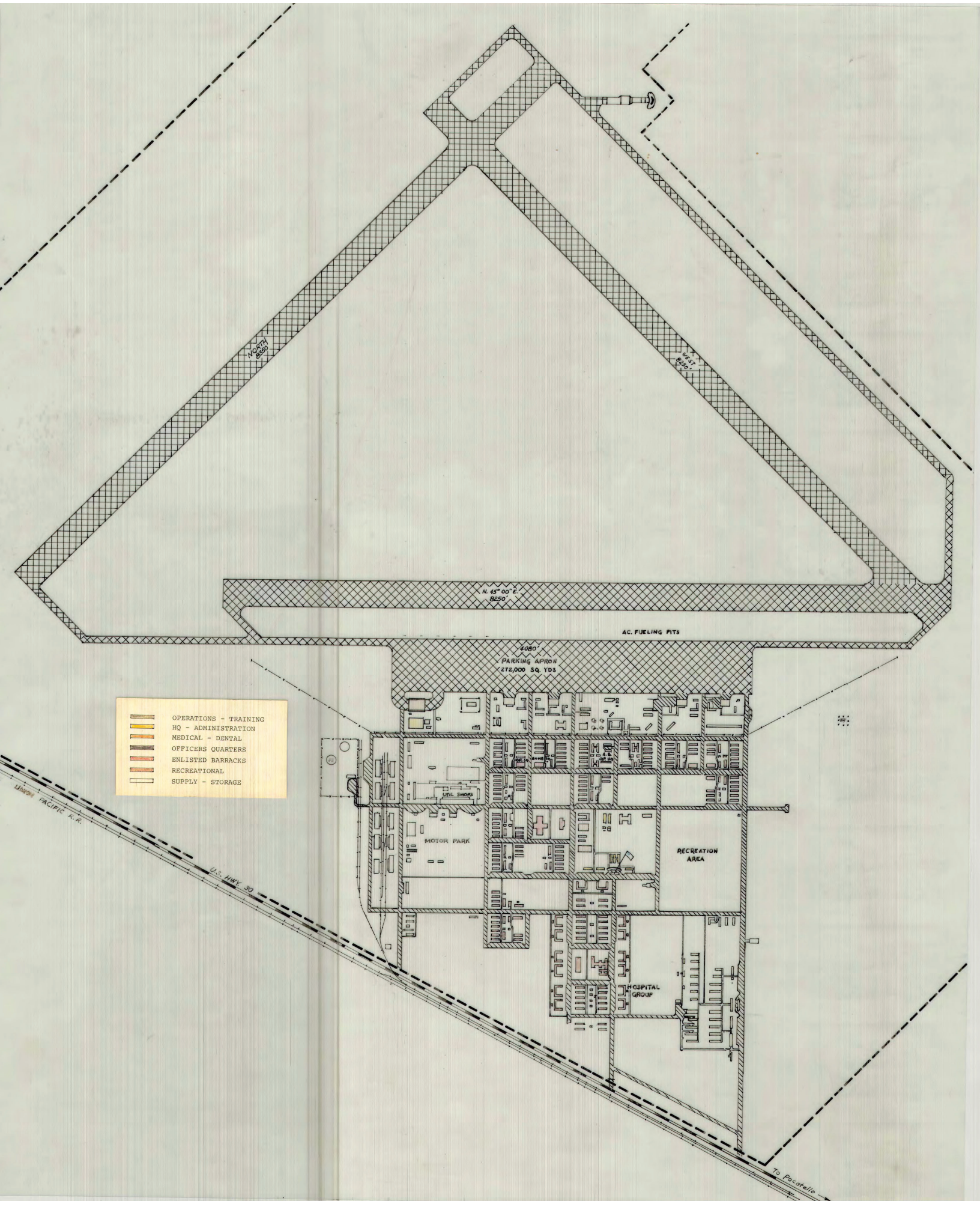
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WWII HOME FRONT MAP


World War II Home Front in Pocatello, Idaho
LEGEND
Pocatello Municipal Boundary (2025)
WWII Points of Interest
N
Inset Map - Context
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Gold Star Monument
To Air Base
Naval Ordnance Plant
Pocatello Railyards
USO Recreation Ctr.
USO Hut
Trinity Church Parish House
Pearl Harbor Memorial Bridge
Veterans Memorial Bldg.
Southeast Idaho Veterans Memorial
Inset Map - Army Air Base
Army Air Base Monument
Army Air Base
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community
Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

ARMY AIR BASE PHOTOS


U.S.ARMY AIR BASE
POCATELLO IDAHO


NORTH 8250'
WEST 8250'
N. 45° 00' E. 8250'
AC. FUELING PITS
408.0'
PARKING APRON
272,000 SQ. YDS
OPERATIONS - TRAINING
HQ - ADMINISTRATION
MEDICAL - DENTAL
OFFICERS QUARTERS
ENLISTED BARRACKS
RECREATIONAL
SUPPLY - STORAGE
UTIL SHOPS
MOTOR PARK
RECREATION AREA
HOSPITAL GROUP
UNION PACIFIC R.R.
U.S. HWY 30
To Pocatello




1489


CMA CGM


IDAHO STATE UNIVERSITY
APPLIED TECHNOLOGY
AIRCRAFT MAINTENANCE






N
ELLO, IDAHO


ERASE CLASSIFIED INFORMATION
POCATELLO REGIONAL AIRPORT
gratefully acknowledges the loan of this
HISTORICAL MILITARY DISPLAY
from the Bannock County Historical Museum.
Regional Airport
iFlyPocatello.com
POCATELLO IDAHO
YANK
POCATELLO AIR BASE


U.S. COAST GUARD
USO


4
WAR RATION BOOK FOUR
READ BEFORE SIGNING
U.S.
AIR CORPS
IN SERVICE


U.S. ARMY
AIR FORCES
POCATELLO, IDAHO
U.S. ARMY AIR BASE
POCATELLO IDAHO
NO TRUCKS
POCATELLO AIR BASE


AIRPORT
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ocatello.com
'Flying Cannons' Move to Air Base
FIRST AID
43
Hiroshima

'Flying Cannons' Move to Air Base

Off He'll Go Into the Wild Blue Yonder

Base Hospital Grows to Superior Institution From Beginning as Temporary Dispensary

Rated at the annual general inspection as "outstanding among approximately 18 other base hospitals" and "operating in a superior manner" the Pocatello army air base station hospital which officially opened on Oct. 16, 1942, has expanded in a year from a temporary dispensary to a fully equipped, completely staffed hospital.

Mindful the rush and activity accompanying the base neared completion and the arrival of thousands of men eager to get things under way, this nucleus of fighting forces everywhere was also getting its start. It was just a small dispensary with a handful of medical officers and with only field equipment available, working hard to keep the men in good physical condition, so they in turn could do their jobs.



MAJ. PAUL B. REIS

SURGERY scene in Pocatello army air base station hospital.

Help arrived, more officers, enlisted men, civilian workers, nurses, dental technicians, dietitians, and the dispensary became a hospital with eight wards, a dental clinic, surgery, eye, ear, nose and throat clinic, and a department to handle out patient treatments alone.

In hard figures, the hospital has expanded in one year from a staff of five nurses, seven medical officers, one dentist, to a staff of 15 medical officers, seven dentists, one dental technician and two assistants, seven medical administrative officers, one veterinarian, and one dietitian, and the number of patients in the hospital increased from eight to many times that number.

As for the dental clinic, records were broken. From a total of 62 patients treated the first month, it now averages in the thousands monthly, and has been raised to six in the second air force. Now in charge of the clinic is Maj. Edmund S. Wolf, a training program for the dentists who has been instituted to enable them to return to their respective organizations without losing time in adjustment. The program covers a wide range and includes classes in first aid, training, drilling and chemical warfare.

The medics as an outfit, without undue praise or credit, works day in and day out to "keep the men moving." The work must be done promptly and efficiently, without delay.

Still at the head is the same base surgeon who officiated at the opening of that small one-room dispensary, Maj. Paul B. Reis, who proudly declares "all things which have been accomplished by this station hospital since its opening have been due to the excellent cooperation by the hospital staff, nurses, medical detachment and civilian employes."

DENTAL business is good, thank you, in the base clinic. Specialists take excellent care of warriors' teeth.



I'IL RASCALS are the new pursuit planes operating on Pocatello army air base. These little brothers of our big Liberator bombers are P-39s, and they are hot, fast and furious fighters. Looking skyward dramatically is 2d Lt. Alvin Pyzzi of Bakersfield, Calif., who's known to his fellow pilots as "Tyrone Gable." Uh-huh, he's THAT handsome.

'Drome Squad Is Native Of This Base

By Sgt. Dave Ellison

Capt. Ferdinand H. Thums' airdrome squadron is a native son of the Pocatello army air base. It was born here on April 5, and attached to 302d headquarters and air base squadron.

The squadron moved into its own area on June 16 and began filling slowly. Shortly afterward training was begun. Several officers passed through the command until Captain Thums, permanent CO, took over.

The squadron survived a one-week quarantine period. In that week, members lived under blouse conditions.

A large percentage of personnel qualified with small arms in August. Line work for all men had begun July 1 and it still is gaining in momentum. Every type of air force specialist is represented in the squadron.

Officers besides Captain Thums are Lts. Walter E. Williamson, medicine, and Lts. Paul J. Nolan, adjutant; Hubert W. Knight, engineering; Harry H. Updegraff Jr., engineering assistant; Francis L. Jones, armament; Walter F. Schnabel, ordnance and transportation, and M. K. Collison, communications.

This Won't Hurt—Much



NO POSED photograph is this. The camera caught Pvt. Irving Bonov of Chicago, an airdrome, being punctured with vaccine by S/Sgt. Anton J. Weih of Denver.

Meet Topkick

James Adams



James H. Adams . . . hoosh group first sergeant . . . born 1916 in Hart County, Kentucky . . . moved to Georgia in 1929, who after he attended both grammar and high school . . . following graduation from high school in 1939, took a job as pattern maker in army ordnance . . . joined army in February, 1941 . . . has been stationed at Sheppard field, Texas; Tucson, Ariz., Wendover, Utah; and Pueblo, Colo. . . . married Miss Mary Hamilton of Henderson, Ky., in November, 1941 . . . made first sergeant February, 1942 . . . lives in Pocatello . . . favorite sport is basketball . . . has no plans after the war.

He Strips for Action



DISMANTLING a submachine gun is Sgt. Stanley Colterman, armorer. Guns are stripped for inspection, cleaning, lubrication and repair.

Idaho's First Pursuits Train Here

P-39, With 37-mm In Its Nose, Is One of World's Best Fighters

To the Pocatello army air base early this month came the distinction of having the first fighter squadron ever to be stationed in Idaho.

The fighters—the famous P-39 Airacobras—arrived from the west coast under the command of Maj. Hubert I. Egenes. Stationed for more than six months in California, the squadron was sent to the Pocatello base for additional training.

Already, the speedy little fighters have become a familiar sight as they streak across the horizon. Popularly referred to as "flying cannons" because of the placement of a 37-mm cannon in the nose of the ship, the P-39 is classed as one of the world's outstanding fighter planes.

Assisting Major Egenes as officers in the group are: Capt. Louis Nicoud, executive officer; Lt. Joseph Broadhead, operations; Lt. Lem. T. Henslee, adjunt; Capt. Don G. Pickrell, intelligence; and Lts. M. F. Baker, Arthur M. Lingo, Calvert L. Williams and David Perron, flight leaders.

Before Mess Call Sounds



HOURS before mess halls are opened for serving, crews work at preparing food. Here are airdrocars (left to right) on duty: Pvt. Wallace Parker, Ron Ami, La.; Cpl. Ira Seyler, Cabot, Ark.; Sgt. William Pollard, Atlanta, Ga., (head behind cup); Pfc. John Emmond, Keene, N. H., and Pfc. Jerome Adamaitis, Grand Rapids, Mich.

Missions Begin on the Ground



MAINTENANCE of airplanes is one of the duties of the airdrome squadron on the base. At work are S/Sgt. Floyd H. Luther of Raeshon, Wis.; Cpl. Don McMenighe, San Diego, Calif., (kneeling); Lt. Harry H. Updegraff, Pittsburgh, and Cpl. Buck Irvin, Santa Monica, Calif.

Moose Dances Win Favor

Wednesday evening's been a big entertainment night for Pocatello army air base ever since Nov. 26, 1942.

That's when the dance for servicemen is held in the Moose hall under the direction of the Women of the Moose.

The Women of the Moose and their 200 guests, including soldiers and young women dancing partners, had a swell time for the hour at the Oct. 30 dance.

On that occasion, Lt. Ted Lewis, special officer, who wielded the knife, said the men of the army air base were extremely grateful to the Women of the Moose for the entertainment.

The GI Quintet and a civilian orchestra take turns playing for the dances. At every party, cakes, sandwiches and coffee are served free to the dancers. These are provided by the Women of the Moose.

Mrs. Harry B. Corby, senior regent, is principal hostess.



POCATELLO ARMY AIR BASE

Work began on May 22, 1942 and was completed by October 15. Designated by the 2nd Air Force for heavy bombardment training the personnel of the 96th Bomb Group from Rapid City, S.D. formed an Operational Training Unit on October 30, 1942. The B-17s of the 96th BG were later sent to Snetterton - Heath, England and Pocatello AAB became a B-24 OTU.

All phases of bomber aircrew training, including pilot, navigator, bombardier and gunners was conducted. Two Heavy Bomber Groups (the 453rd BG - Old Buckenham, England and the 464th BG - Pantanella, Italy) received their training as an entire group.

On February 21, 1944 Pocatello AAB was transferred from the 15th Bomb Wing to the 72nd Fighter Wing for fighter pilot training. The 362nd Fighter Squadron arrived with their P-39s and was quickly converted to P-47 Thunderbolts. American as well as foreign pilots were trained including the 201st Squadron, Mexican Air Force.

In late December 1944 training was discontinued and activities began to be closed down. The base was acquired by the City of Pocatello on February 20, 1949 to become the POCATELLO MUNICIPAL AIRPORT.

U. S. NAVY

USS POCATELLO

Christen Ship in Honor of Chieftain



When the U. S. naval frigate Chief Pocatello, named for a chieftain of the Bannock Indians in Idaho, was launched at the Kaiser Cargo, Inc., shipyards at Richmond, Cal., it was sponsored by Thelma Dixey, great-granddaughter of the chief, left. With her is Christine Linton, maid of honor. Both are students at the Sherman Indian school in California. (Associated Press photo.)




POCATELLO ARMY AIR BASE
03/14/2007

HEADQUARTERS
POCATELLO ARMY AIR BASE

nl

OFFICE OF THE COMMANDING OFFICER

POCATELLO, IDAHO

9 December 1943

Miss Hendricks, President
American Association University Women
University of Idaho, S.B.
Pocatello, Idaho

Dear Miss Hendricks:

Sunday, December 12, 1943, has been set aside by the army as "Air-Wac" day. On that day, the men of the Air Forces will pay tribute to the women of the Air Forces.

Joining in the nationwide celebration, the men of the Pocatello army air base wish to extend an invitation to the members of your organization to attend the special program planned for this base on that day.

The program will begin in the base theater at 11 a.m. Two veterans of overseas combat will graphically describe their experiences in various theaters of operations. Following their talks, the women will be taken on a personally conducted tour of the base and be given an opportunity to inspect at close range some of the many operations necessary to the maintenance and operation of an army air base. Later, luncheon will be served at the consolidated mess hall.

We would appreciate knowing in advance how many members of your organization can be in attendance.

Yours very truly,

Major A.C. Executive

H. H. WHITE
for Major, Air Corps
Commanding

HEADQUARTERS
POCATELLO ARMY AIR BASE

OFFICE OF THE COMMANDING OFFICER

POCATELLO, IDAHO

31 May 1944

Mrs. Earl Rainey,
227 South Hayes,
Pocatello, Idaho.

My dear Mrs. Rainey:

It is my pleasure and privilege on behalf of the officers and enlisted men of the Pocatello Army Air Field, to take this means of expressing my sincere thanks to the women of the American Association of University Women, Pocatello Branch, for your noble work in teaching and conducting the classes of the Self-Improvement School for the benefit of certain educationally retarded enlisted men of this station.

Your services and cooperation in this instance was thoroughly American and has enhanced the personal worth and the morale of these members of the Armed Forces to an inestimable degree.

If upon any occasion we may again have the pleasure of cooperating with your organization in any way, we shall be very happy to know of the opportunity.

Thanking you again, I am

Sincerely yours,

John L. Eaton

JOHN L. EATON,
Lieutenant Colonel, Air Corps,
Commanding.

JLE/jwm

HEADQUARTERS
64TH TRAINING WING
LINCOLN ARMY AIR FIELD, LINCOLN 1, NEBRASKA

14 February 1944

Miss Lorene Hendricks
735 East Holliday
Pocatello, Idaho

Dear Miss Hendricks:

Your letter of February 5, relative to materials used in the Special Training Unit formerly located at this station has been referred to me by Captain West. I regret to inform you that the materials used in the course have been disposed of, inasmuch as the Training Program no longer is being conducted at this field.

The text "Private Pete" to which you refer in your letter served as the basis of the educational program conducted here. This text, which is known as Training Manual 21-500, and the Army Arithmetic, Training Manual 21-510, are published by the War Department. The Superintendent of Documents, Washington, D. C., would be able to advise you as to the availability of these publications. Other materials used were weekly newsmaps, current periodicals, daily bulletins, and extracts taken from numerous primary texts and rewritten in accord with the level and phase of instruction of the Trainee.

I trust you will find the above information of some value and that it will prove of worth in solving your problem.

Yours very truly

Elmer H. Nelson
ELMER H. NELSON,
Major, Air Corps,
Executive Officer.

2010.1401

The Bombardier

VOL. II | Pocatello, Idaho, Army Air Base, March 22, 1944 | No. 40

State Recognizes Base School

War Brought Close to Women Drivers Service Flags Tell Unknown Story

Gold Star mothers, service wives and mothers with sons in the army and navy are all working together these days in the base motor pool. They're wheeling two-tons around like veterans . . . they're driving the mail run . . . they're standing by for emergencies . . . they're behind the wheels of the staff cars that transport general and privates on official business.

If you ask them about their job they'll tell you about the excellent record held by the motor pool in Second air force. Or they may tell of the time they got stuck on a muddy road; or the first time they changed a tire. Seldom will they mention the service flag in the window at home.

But there's a story behind each one of those flags. It's a story of sleepless nights and waiting. It's a story of the hope and courage that belongs only to a woman.

Such a story is that of Mrs. Leo J. Bennett, whose husband, a tail gunner on a heavy bomber, was reported missing in action over China last August. Her brother, S/Sgt. Wilford Green is with a tank destroyer unit and another brother, Murray, is a seaman first class.

Mrs. Ora Allen has two sons with the army somewhere in the south Pacific. Her brother, Capt. Lester Houdyshell, a veteran of 28 years' service, was at Corregidor when that bastion fell to the Japs. Last word Mrs. Allen received from him was a stereotyped postcard mailed in a Jap prison camp last January.

Mrs. H. C. Cook, a driver on the night shift, lost a son in the air forces shortly after the outbreak of war. Another boy is stationed with the infantry at Fort Benning, Georgia.

Home after receiving a medical discharge for wounds received in combat in the Pacific is one son of Mrs. Lee McCormick. Another son is serving with the engineers in Alaska.

(Take off to page four)

★

Could Be

S/Sgt. Howard A. Miner of the base ground training office has renamed the base school building.

Located halfway between the chapel and the guard house, Sergeant Miner has dubbed the schoolroom, "Purgatory."

"I believe the name a fitting one," said the amateur theologian, "because to my way of thinking, purgatory belongs in between."

Despite the sergeant's brilliant idea, no effort has been made by the post engineers to change signs now on the building.

Red Cross Drive Brings Challenge

A challenge to beat civilian air base employes in the current Red Cross drive was issued this week by civilian personnel at the naval ordnance plant.

In announcing the challenge, Orin B. Beckstrand, Red Cross field director for the Pocatello area, said naval employes were leading air base workers at present by an approximate average of $1.50 per person. Average per capita donations at the ordnance plant are $2.34.

Beckstrand expressed the belief, however, that air base contributions will jump into the lead following the forthcoming payday. Officers and enlisted men, he said, have given generously. The drive closes the first week in April.

At the same time he announced the ordnance plant challenge, Beckstrand disclosed that his office has received two letters in the past week from men overseas who were formerly assigned to this base. One man wrote from Italy and the other from New Guinea. Both writers, Beckstrand said, expressed their appreciation for the services provided them by the Red Cross while they were at Pocatello.

The field director said the letters were typical of many received from soldiers overseas who laud the work of the Red Cross and especially the job being done by the home service department.

Explaining Red Cross home service, Beckstrand said the department operates in 3,756 chapters and more than 6,000 Red Cross branches in the United States. When other resources are not available, he said, home service is always ready to provide for the families of service men.

Beckstrand pointed out that 90 per cent of all home service workers are volunteers.

Classy Dayroom Meets Approval

"Home was never like this," was the expression used by many G.Is in the base squadron this week when the newly renovated squadron dayroom was opened following more than a week of alterations.

Divided into two sections, the building houses both a lounge and game room. In the lounge section are writing desks, magazine racks, books and easy chairs. A combination radio-phonograph and a piano can be used for entertainment, while a phone booth is available for personal calls. New rugs and electrical fixtures have been installed and the appearance of the room greatly improved by using wallboard on both walls and ceiling.

Pool tables, ping pong and miscellaneous table games have been provided for the game room.

Lt. William Rosen, squadron adjutant, said the game room would remain open 24 hours a day. The lounge will open at noon and close at midnight.

Alterations were made by members of the base squadron, with materials donated by Pocatello building firms. Technical advice was given by the post engineers.

Lieutenant Rosen, who drew the plans, said two other dayrooms on the base will be renovated in the same manner.

New Seats Make Movie Man Happy

There was a happy smile on the usually complacent face of S/Sgt. Wayne Noblitt, base theater manager, this week as he kept an eager eye on workmen installing new cushioned seats in "the little theater off Calisthenics square."

"At least, I won't have to worry about showing pictures that'll keep the customers in their seats," he sighed as he watched another row go into place.

Installation of seats is expected to be near completion within the next 10 days.

Sergeant Noblitt said another improvement for the theater will be the hanging of curtains at exits and in the entrance leading from the lobby to the auditorium. Already in place on auditorium walls are models of American fighting planes and the insignia of the army air forces and the Second air force. Decorative touches were created under the supervision of Walter Druce, chief painter at the post engineers.

Sergeant Noblitt said the small lobby will feature large framed photographs of base activities, while the larger lobby will house a war information center.

With the exception of Sundays, daily matinees have been discontinued. They will be resumed when the new seats have been completely installed.

Aviation Team Gets Top Honor

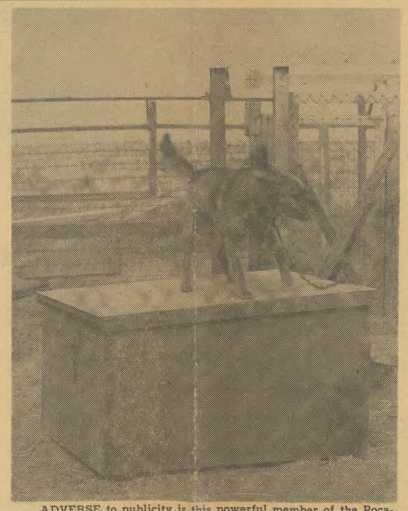
Outstanding recognition was paid members of the negro aviation squadron's basketball quintet last week when a "good sportsmanship" trophy was awarded the team at the finals of the Aberdeen Outlaw tournament held at Aberdeen.

Awarded because of their display of sportsmanship throughout the meet, the trophy was inscribed, "To the best all around sportsmen."

Members of the negro team were:

S/Sgt. William L. Meade, Pfc. Lyle Moffett, Pfc. William Pratt, Pvt. Charles E. Barner, Pvt. Lucious Magee, Pfc. Willie Tooles, Pvt. S. T. Newsome and Pvt. Sam Ratliff.

To Sgt. Ed Shahady of the base team at the same tourney went an all-tournament trophy. Shahady was picked as guard on the all-tournament team. This is Shahady's second basketball honor, having previously been picked as guard on the recent Rupert all-tournament team.



ADVERSE to publicity is this powerful member of the Pocatello army air base K-9 Corps. The photographer was safe behind a steel fence, but trespassers meeting the dog on duty won't find such protection.

K-9 Corps Always on the Growl for Any Uninvited Air Base Visitors

Most soldiers like dogs, but there's no love lost at Pocatello between G.Is and members of the post K-9 corps.

Selected for guard duty, the dogs have been trained "to walk their post in a military manner and bite everyone in sight." T[illegible] exception, of course, is the guard who shares the tour of duty with the four-legged blitzkrieg.

First dogs to arrive on the base were escorted from Fort Robinson, Nebraska, by Sgt. Floyd Toon last October. Assisting him in caring for the animals is Pfc. Royce Stauffer. Together, they have trained the dogs for sentry duty, teaching them commands and instructing them in obedience.

Most all training was done at Pocatello, however. The first dogs brought in by Toon received their basic training at Fort Robinson. There they went through a regular reception center, were given serial numbers, got disease prevention shots, footprinted, given a service record, classified and sent to school. Toon, more or less, met them at the schoolhouse door, and they attended classes together. K-9 corpsmen have even received close order drill.

Recently, more dogs arrived from California to swell the ranks, but according to Toon, the T.O. is still not filled.

Squadron headquarters for the K-9 corps is in a remote area where their training can be carried on without danger of onlookers being attacked.

Proud of his outfit, Toon boasts of their ability. "My dogs," he says, "can smell a man 500 feet away. When we use a man and dog team, we're actually doubling the guard."

Though the dogs have been trained for wartime duties, Toon explained that before they are returned to their civilian owners, they will be given a "softening up" course to readjust them to a future of peaceful home life.

The Bloomin' Things Are Out

Soldiers touched with spring fever will find a suitable gift for the one and only in the shipment of luminous flowers received this week at the PX.

Lt. Richard C. Pongo, PX officer, said the flowers have been best sellers in the past and should prove popular this year as Easter gifts. Designed as costume jewelry, the flowers are made in the form of gardenias and orchids and are covered with a luminous chemical which causes them to glow in the dark. Selling price is 75 cents.

Lieutenant Pongo also announced he had received word from luggage manufacturers stating that new orders for luggage cannot be filled before July. The lieutenant said the PX has a limited supply of luggage on hand. Kleenex, he said, will be sold in small boxes only, when the present supply is exhausted.

Cleaners Promise Speedy Service

"During the present slack season (no pun intended), we can guarantee one-day pressing service and we believe we can give a minimum of two- to three-day service on cleaning work."

This was the joint statement made this week by Mr. and Mrs. Ira Gordon, proprietors of the post cleaners and tailors. Recently returned from a month's vacation in California, the Gordons said they had hoped alterations on their building would be complete upon their return, but announced business would be conducted as usual while finishing touches are made.

"We can provide the best service," they said, "if the men bring their work in before noon. Clothes coming in early can go out on the morning truck and come back the next day."

The shop is open daily, except Sunday, from 0900 to 1800.

Officers Hire Herbie Kay for Dance May Play Free for Enlisted Men

First "name" orchestra to hit the Pocatello army air base will play Sunday evening, April 2, when Herbie Kay's orchestra plays a formal dance in the Officers' club.

Hired by the officers, Lt. Charles Goldberg, officer in charge of the club, said he has requested that Kay's men appear before the enlisted men at the theater matinee free of charge. An answer to Lieutenant Goldberg's request has not yet been received, but it is believed the plan will be approved by the popular orchestra man and that everyone on the base will have an equal opportunity to hear the rhythms of the Kay orchestra.

Long a favorite in hotels, smart supper clubs and on the air, Kay will present his entire organization featuring Woody Wilson and Kay Hughes as singing stars.

With an imposing list of engagements behind them, Kay's musicians hold the distinction of being the first orchestra honored with five record engagements at the Edgewater Beach hotel in Chicago, first nationally known name orchestra to play four consecutive seasons at the smart Meadowbrook Country club in St. Louis, and first prize winner in attendance records in orchestra popularity at the Texas centennial.

During their years on the road, Kay's men have appeared at nearly every leading night spot in the nation, including the Trianon and Aragon ballrooms in Chicago, Blackhawk restaurant in Chicago, Catalina Island Casino, Coconut Grove in Los Angeles, and the Mark Hopkins and Sir Francis Drake hotels in San Francisco.

Bannock County School Head Gives Okey to New Type Army School

Scholastic recognition by the state of Idaho was given the Aviation squadron's Self-Improvement school last week following a meeting of air base representatives, Pocatello teachers and Scott D. Lowe, superintendent of Bannock county schools.

Lowe approved a suggestion that credit be given students as they advance in their studies and said diplomas will be awarded those who pass the standard eighth grade tests. Receipt of a diploma will qualify the student for promotion to high school in Idaho.

The superintendent pointed out that scholastic standards in Idaho are high and a diploma certifying completion of the eighth grade under Idaho standards will be recognized throughout the country.

Because some of the men in the squadron have had no schooling and many have received only two or three years, Lowe said they will be given certificates of completion for each grade they advance.

Lts. H. B. Travis and Herschell L. Johnson and Sgts. J. Westbrook McPherson and Don Perkins represented the air base during the discussions. Mrs. Earl Rainey and Miss Lorene Hendricks appeared for the teachers.

Started more than two months ago by the American Association of University Women's club, the school has had a rapid growth in attendance to nearly 100. Classes are held Tuesday and Thursday evenings from 1900 to 2100 in the squadron mess halls. More than 15 teachers from the Pocatello city schools are donating their time to instruct classes ranging from beginner's reading, writing and arithmetic to advanced history and English. Textbooks and materials are furnished jointly by the county school system and the air base. Classes are open to any enlisted man on the base.

The Self-Improvement school is believed to be the only one of its kind in the nation and has proved a highly successful demonstration of the cooperation that can exist between civilian organizations and the military.

★

Surprise

According to Capt. Sam Silberman of Kelly Field, Texas, "G.I." does not mean "government issue." And the captain should know because he's spent 33 years in the army.

Captain Silberman says the phrase was picked up during the end of the last war from its use on such items as buckets, cans, tent hoods and other hardware, and someone got the idea it meant government issue. G.I., he says, has been in the army since 1776, if not earlier, and stands for galvanized iron.

Incidentally, you won't find the phrase "government issue" in any army catalog or any supply book.

Provost Marshall Warns Drivers

"Three strikes and you're out" was the substance of the warning issued this week by Lt. Alexander K. Johnson, base provost marshal, to civilian drivers who violate base driving regulations.

Warning civilians as well as base personnel who drive private cars on the base, Lieutenant Johnson said the drive is on to apprehend all persons who violate driving regulations. Civilian cars, he said, will be barred from the base after the driver has received three citations. Service men will receive disciplinary action from their commanding officers.

Failure to stop [illegible] stop signs is the majo[illegible]n, the lieutenant said, with illegal parking a close second.

"A particular effort will be made," he said, "to cite drivers exceeding the 20-mile speed limit and those who make 'U' turns on the base."

Lieutenant Johnson said all privately owned motor vehicles operated on the base must be registered with the provost marshal, and must display on the windshield the official Pocatello army air base identification sticker. All privately owned cars on the base must carry $5,000 property damage insurance and $10,000 public liability.

Library Stocks Best Sellers

Housed in its newly renovated quarters, the base library was open for business this week with shelves lined with the latest in fiction and non-fiction best sellers.

Marie Gregerson, base librarian, said many new books have been added to the library and are waiting to be loaned to literary loving G.I.'s. In stock are such current favorites as Ernie Pyle's "Here Is Your War," "A Tree Grows in Brooklyn," and "The Robe," by Lloyd C. Douglas. In addition, a new shipment of technical works, western stories and mystery novels has been received.

Located in the rear of the special services building between the base theater and post office, the library is open daily from 0930 to 2300.

Historical Film For Orientation

"Land of Liberty," a review of American history in motion picture form from colonial days until 1938, will highlight the two remaining orientation lectures on this week's orientation program.

Viewed for the first time at today's program in the base theater, the film will be shown twice on Friday at 1000 and 1300.

"Land of Liberty" is a documentary film prepared by the war department, presenting in an entertaining manner the social, industrial and military changes that have occurred in U. S. history. The picture was made with a Hollywood cast and will be shown in four parts, with part two scheduled for next week.

The latest war news, including a biographical sketch of Lt. Gen. Mark Wayne Clark of the American Fifth army, and the Quarter Quiz will round out the Friday program.

War Bond Award For New Name

It's been "Bombardier" since Sgts. Joe Lepo and Harry Fleischman put the first edition to bed Nov. 20, 1942. Since that time, the Bombardier has been widely reprinted and quoted throughout the nation. The current edition of Esquire magazine carries two gags taken from Bombardier Cocktails. Other material from the base paper has appeared in newspapers from coast to coast and in Army Times and Yank magazine.

But now, the editors feel a more appropriate name is needed. And for you, Joe Jeep, there's a $25 war bond if you come across with the winning suggestion.

Contest rules are simple:

Write your suggestion on a piece of paper with your name, rank, organization and the date. Then mail or bring the entry to the special services office next to the base theater. In the event several persons submit the prize-winning name, the bond will go to the first person submitting the title.

Fun For Free At EM Club

"Never a dull moment" is the motto followed by Esther Nystrom, Lenore Williams and Rosemary Walters, hostesses at the Enlisted Men's Service club. From 0930 in the morning until the club closes at 2330, the girls see to it that there's always something doing for their guests.

Each Sunday evening the club presents an informal musical program using the talents of soldiers and civilians. The latest G.I. movies are shown on Tuesdays and Fridays. Thursdays, at 2130, the air base radio program, "Pass in Review," is broadcast from the main lounge. When attendance warrants it, the Monday night bingo games will again be scheduled.

A piano and a record library, embracing both classical and popular music, can be used by visitors any time. Recently, several new popular records have been added to the club's collection.

In addition to entertainment activities, the club operates a free sewing service on Wednesdays. Soldiers are invited to bring their clothes in for the sewing of stripes, patches and minor alterations.

Stationery and ink are furnished free and packages will be wrapped for mailing without charge.

Bombardier.
The Fighter Pilot.
June 14-1944

Commencement Ceremony



A SCROLL commemorating the occasion is presented to Miss Lorene Henricks, director of Pocatello Base School No. 1, by Pfc. Roscoe Hardaway on behalf of Section B students. Sgt. Julian W. McPherson and 1st/Sgt. Raymond B. Hoge are the observers.—AAF Official photo.



CERTIFICATES of recognition for having satisfactorily attended school of the past semester are awarded by Mrs. Earl Rainey of the American Association of University Women, one of 18 teachers who donated their time and talent to the project. Reading from left to right are 1st/Sgt. Raymond B. Hodge, Mrs. Rainey, Pfc. Homer McGowan, Pfc. Napoleon White, Pvt. Renzie Williams, Pfc. Roscoe Hardaway and Pvt. Charlie Harvey. AAF Official photo.

Air Field Soldiers To Get Certificates

Certificates to some 60 colored soldiers at the Pocatello army air field will be distributed at ceremonies at 7 p.m. Sunday at the field. The certificates mark completion of a school course given at the field in Pocatello base school No. 1. The course opened Jan. 25 with teachers from the Pocatello system acting as instructors.

The certificates will be distributed by Second Lieut. Joseph A. Giradina. Maj. William H. Clark, director of training, will also speak.

Classes have been held every Tuesday and Friday with instruction in the work of the first eight grades. The school is under the direction of Mrs. Lorena Hendricks and is recognized and accredited by the state superintendent of public instruction. According to the instructors the soldiers have proven industrious and interested students, many of those enrolled having had much of their preliminary formal education interrupted through various causes. Having attended a school recognized by the state educational system the men are given scholastic credits for the work which they have done, which will allow them to continue their studies in any recognized educational institution.

Pocatello Tribune
MAY 24 th

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

A. N. WILLIAMS
PRESIDENT

SYMBOLS

DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PZA13. F.CC38 WUCA131C(NINE) NL=MADISON WIS 17=

1944 MAY 18 AM 6 34

MISS LORENE HENDRICKS=

PRES BRANCH AMN ASSN UNIV WOMEN (POCATELLO IDA)=

I WISH I COULD BE WITH YOU BUT UNIVERSITY ENGAGEMENTS HERE MAKE IT IMPOSSIBLE I THINK YOUVE DONE SPLENDIDLY=

HELEN C WHITE.

No.		To
By	At	To Be

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

DEPARTMENT OF THE ARMY

Lineage and Honors

148th FIELD ARTILLERY

Organized 1 September 1989 from new and existing units in the Idaho, Nevada, and Oregon Army National Guard as the 148th Field Artillery, a parent regiment under the United States Army Regimental System, to consist of the 1st Battalion, an element of the 116th Cavalry Brigade

Reorganized 1 June 1993 in the Idaho and Oregon Army National Guard to consist of the 1st Battalion, an element of the 116th Cavalry Brigade

Reorganized 1 December 1996 in the Idaho, Oregon, and Utah Army National Guard to consist of the 1st Battalion, an element of the 116th Cavalry Brigade

CAMPAIGN PARTICIPATION CREDIT

Headquarters Battery (Pocatello, Idaho), 1st Battalion, entitled to:

World War II - EAME
Normandy
Northern France
Rhineland
Ardennes-Alsace
Central Europe

World War II–AP
Papua
New Guinea (with arrowhead)
Luzon
Southern Philippines

148th FIELD ARTILLERY

Battery B (Smithfield, Utah), 1st Battalion, entitled to:

World War II - AP
Bismarck Archipelago
Luzon (with arrowhead)
Southern Philippines

Korean War
First UN Counteroffensive
CCF Spring Offensive
UN Summer-Fall Offensive
Second Korean Winter
UN Summer-Fall 1952
Third Korean Winter
Korea, Summer 1953

Battery C (Rexburg, Idaho), 1st Battalion, entitled to:

Vietnam
Counteroffensive, Phase V
Counteroffensive, Phase VI
Tet 69/Counteroffensive
Summer-Fall 1969

DECORATIONS

Headquarters Battery (Pocatello, Idaho), 1st Battalion, entitled to:

French Croix de Guerre with Silver Star, Streamer embroidered PONT-BROCARD

Cited in the Order of the Day of the Belgian Army for action in the Ardennes

Philippine Presidential Unit Citation, Streamer embroidered 17 OCTOBER 1944 TO 4 JULY 1945

Battery B (Smithfield, Utah), 1st Battalion, entitled to:

Philippine Presidential Unit Citation, Streamer embroidered 17 OCTOBER 1944 TO 4 JULY 1945

148th FIELD ARTILLERY

Battery C (Rexburg, Idaho), 1st Battalion, entitled to:

Meritorious Unit Commendation (Army), Streamer embroidered VIETNAM 1968-1969

BY ORDER OF THE SECRETARY OF THE ARMY:

John S Brown

JOHN S. BROWN
Brigadier General, United States Army
Chief of Military History

NAVAL ORDNANCE PLANT PHOTOS

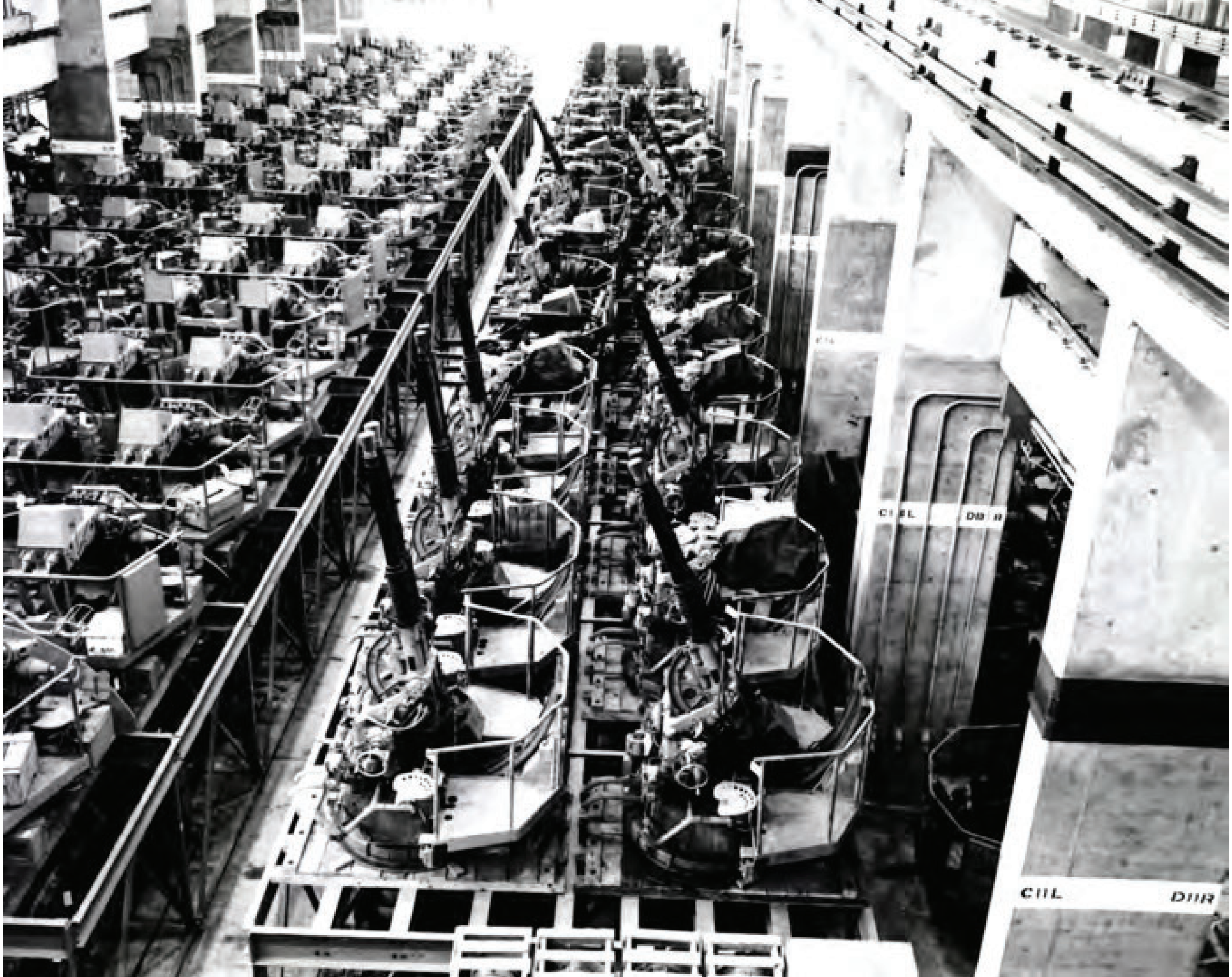

A WPA PROJECT



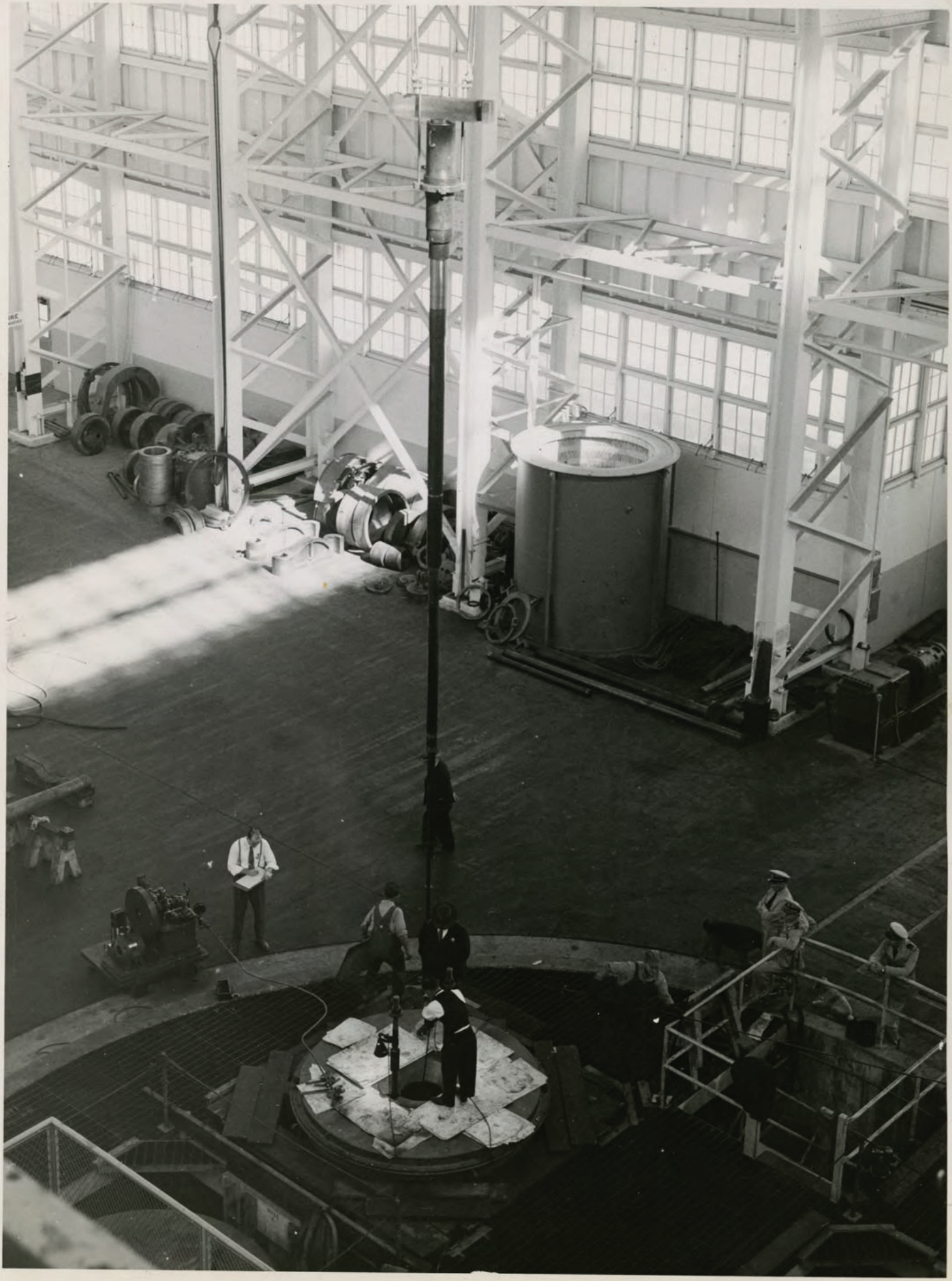
U. S. Naval Ordnance Plant
Pocatello, Idaho.

Buildings and yard area 170 acres.
Four large Warehouses for Ordnance storage in foreground. Gun Plant and overhaul shops middle area. Large heavy caliber gun plant in upper L. H. corner




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2016.11.22








GW 90

POCATELLO USO PHOTOS


POCATELLO-IDAHO.U.S.O
USO
POCATELLO



USO Hut, Pocatello, Idaho where coffee, milk, sandwiches, cakes and stationery are distributed by volunteer workers to service men and women traveling on the Union Pacific Railroad.


USO



VETERANS HERE FOR THE RODEO
ON THEIR WAY TO LAVA FOR A PICNIC

USO Hut, Pocatello, Idaho where coffee, milk, sandwiches, cakes and stationery are distributed by volunteer workers to service men and women traveling on the Union Pacific Railroad.




The "ALL IDA
MARINE PLATOO
USO
USO
USO

MEMORIALS & SUPPORTING PHOTOS


POCATELLO
ARMY AIR BASE
96TH BOMB GROUP B-17
382ND BOMB GROUP B-24
453RD BOMB GROUP B-24
464TH BOMB GROUP B-24
362ND FIGHTER SQUADRON P-39
265TH FIGHTER PILOT
TRAINING SQUADRON P-47
201 SQUADRON MEXICAN A.F. P-47
382ND BASE AND H.Q. SQUADRON
1942 — 1949


SOUTH EAST IDAHO
VETERANS MEMORIAL
DEDICATED TO
THOSE WHO SERVED AND SUPPORTED.
We are forever grateful
to the many who made
the ultimate sacrifice.


Southeast Idaho
VETERANS
MEMORIAL
Dedicated
November 5, 2005

ENDORSEMENTS & LETTERS OF SUPPORT

MIKE SIMPSON
SECOND DISTRICT, IDAHO

WASHINGTON OFFICE:
2312 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
(202) 225-5531
FAX: (202) 225-8216

DISTRICT OFFICE:
802 WEST BANNOCK STREET, SUITE 600
BOISE, ID 83702
(208) 334-1953
FAX: (208) 334-9533
simpson.house.gov

CONGRESS OF THE UNITED STATES
HOUSE OF REPRESENTATIVES

COMMITTEE ON APPROPRIATIONS

SUBCOMMITTEES:

ENERGY AND WATER DEVELOPMENT, AND RELATED AGENCIES
CHAIRMAN

INTERIOR, ENVIRONMENT, AND RELATED AGENCIES

LABOR, HEALTH AND HUMAN SERVICES, EDUCATION, AND RELATED AGENCIES

March 25, 2025

Jessica Bowron
Acting Director, National Park Service
US Department of the Interior
1849 C Street NW
Washington, DC 20240

Re: American World War II Heritage City Nomination for the City of Pocatello, Idaho

Dear Ms. Bowron,

I am writing to support the nomination of Pocatello, Idaho as an American World War II Heritage City. The city of Pocatello fully supported U.S. involvement in World War II and like many other communities, eagerly signed up for the fight to defend our nation's freedoms. Pocatello, however, was uniquely positioned to contribute to the war effort even further. Due to its inland location and the presence of major railroad facilities, the United States Military sought to locate wartime manufacturing and training facilities in Pocatello.

In 1942, the U.S. Armed Forces established an air base (which now serves as the Pocatello Regional Airport) as a training facility for B-17 and B-24 bombing units. In 1943, the U.S. Navy constructed a V-12 unit at the University of Idaho Southern Branch (now Idaho State University) and a Naval Ordnance Plant, which was primarily used for relining naval weaponry and was one of only two such facilities in the country.

Over the years, efforts have been made to preserve the legacy of Pocatello's contributions to the war effort. These include the renovation of air hangers at the Airport and facilities at the Naval Ordnance Plant as well as establishment of several memorials and events including the Pocatello Air Base Monument, the Southeast Idaho Veterans Memorial, the Pearl Harbor Memorial Bridge, the Gold Star Monument, the annual Veterans Day parade, the annual Pearl Harbor commemoration event, and the Idaho Field of Heroes Memorial. Pocatello is exceptionally well suited and highly deserves the honor of this program. I urge you to give this nomination your full and fair consideration applicable to all rules and regulations. Thank you.

Sincerely,

Mike Simpson
Member of Congress

April 4, 2025

Jessica Bowron
Acting Director, National Park Service
US Department of the Interior
1849 C Street NW
Washington ,DC 202040

Dear Ms. Bowron,

I and the Board of Directors of the Bannock County Historical Society are in full support of the nomination for Pocatello, Idaho, to be designated as an American World War II Heritage City.

This designation will increase the accessibility of the general public to important aspects of local history—major contributions of our city and county to the U.S. effort during World War Two, the Pocatello Air Base, the Naval Ordinance Plant, as well as university and community contributions not only to the war effort, but continuing reminders through Veteran's Day and Memorial Day celebrations, and a Yearly field of Honor for those who gave their lives in service to our country..

Pocatello is also home to a Veterans Memorial building, Museum and event center open to the public.

Pocatello is a city proud of its history and the contributions of its citizens in all times of national emergency.

Sincerely,



Arlen Walker
President
Bannock County Historical Society

March 25, 2025

Jessica Bowron
Acting Director, National Park Service
US Department of the Interior
1849 C Street NW
Washington, DC 20240

Re: American World War II Heritage City Nomination for the City of Pocatello, Idaho

Dear Ms. Bowron,

I write to you to endorse the nomination of Pocatello, Idaho as an American World War II Heritage City. Pocatello and its citizens were in full support of U.S. involvement in World War II and like many other communities, Pocatellans eagerly signed up for the fight to defend the nation's freedoms. Pocatello, however, was uniquely positioned to contribute to the war effort even further than just soldiers. Due to its inland location and the presence of major railroad facilities, the United States Military sought to locate wartime manufacturing and training facilities in Pocatello. In 1942, the U.S. Armed Forces established an air base (now serving as the Pocatello Regional Airport) as a training facility for B-17 and B-24 bombing units and performed. In 1943, the U.S. Navy established both a Naval Ordnance Plant, used primarily for the relining of naval weaponry (one of two such facilities in the nation), and a V-12 unit at the University of Idaho Southern Branch (now Idaho State University).

Over the years, efforts have been made to preserve the legacy of Pocatello's contributions to the war effort. These include the renovation of air hangers at the Airport and facilities at the Naval Ordnance Plant as well as establishment of several memorials and events including the Pocatello Air Base Monument, the Southeast Idaho Veterans Memorial, the Pearl Harbor Memorial Bridge, the Gold Star Monument, the annual Veterans Day parade, and the annual Pearl Harbor commemoration event. It is clear that Pocatello is more than fitting for the honor of this program. I urge your positive consideration of Pocatello's nomination as an American World War II Heritage City.

The American Legion Post 4 has been in Pocatello serving the Veterans and community since 1920. We have had many WWII Veterans in our Post but sadly there are very few remaining.

Sincerely,

Charles G. Wangelin
Commander American Legion Post 4
Pocatello, Idaho

CITY OF POCATELLO

Office of the Mayor and City Council

Mayor Brian C. Blad
Rick Cheatum | Linda Leeuwrik | Corey Mangum
Josh Mansfield | Brent R. Nichols | Hayden James Paulsen

April 9, 2025

Jessica Bowron
Acting Director, National Park Service
US Department of the Interior
1849 C Street NW
Washington, DC 20240

RE: American World War II Heritage City Nomination

Dear Ms. Bowron,

I am writing to submit a nomination for Pocatello, Idaho, to be designated as an American World War II Heritage City. Pocatello's rich history, strategic location, and vital contributions to the war effort during World War II make it a fitting candidate for this distinction. The city's development as a railroad hub, its role in war-time training and production, and its enduring legacy of honoring veterans and preserving historical sites highlight the importance of Pocatello in both wartime and peacetime history.

During WWII, Pocatello fostered an active and supportive home front. The establishment of an Army air base, a Naval Ordnance Plant were two hot beds for war-time activity in the community. The USO Hut and the University of Idaho – Southern Branch (now Idaho State University), also provided essential support for the war effort, further solidifying Pocatello's role in the larger national context.

Pocatello has taken significant steps to honor its WWII legacy, with memorials such as the Southeast Idaho Veterans Memorial, Idaho Gold Star Families Memorial Monument, and the Pocatello Army Air Base Monument. Annual events like the Veterans Day Parade and the ongoing efforts to support the Honor Flight Network ensure that the contributions of those who served are continually celebrated.

I believe that Pocatello's history, military significance, and ongoing efforts to preserve and honor its wartime past make it a deserving candidate for the title of an American World War II Heritage City. I am confident that this designation would not only recognize the city's vital role in the war effort but also provide an opportunity for continued education and reflection on Pocatello's historical importance. Thank you for your consideration.

Sincerely,

Brian C. Blad, Mayor

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

Office: (208) 234-6163
www.pocatello.gov

An American World War II Heritage City Nomination for Pocatello, Idaho

Pocatello, as a city, began as a boxcar depot along a narrow-gauge rail line that connected Salt Lake City to Montana mining operations in the mid to late 1800s, following earlier stagecoach routes. In 1889, Pocatello was incorporated and quickly became a major railroad hub. Its location became a critical junction point for rail and auto, becoming known as the "Gateway to the Northwest". The period between 1889 and the events leading up to World War II included the development of a strong mercantile town and the establishment of an academy which is now known as Idaho State University, all centered on a strong railroad-industrial center. Due to its inland location, and robust railroad services, the stage was set for Pocatello to enlist in support of the war effort during World War II. "Pocatello could offer much to the war effort. Besides the people who served in the armed forces from Pocatello, the city's most visible assistance to the war was as a railroad center, as the location of an Army Air Force training base, and as the site of a Naval Ordnance Plant (NOP)." (Balmforth, 1987) This identity and associated transportation facilities became a critical asset as the United States entered World War II.

The Army Air Base

In 1942, the U.S. Army established an airbase seven miles northwest of Pocatello (which has since been incorporated in the City's boundaries). The airbase, encompassing just over 3,500 acres, became a crucial site for the training of aircrews and was designed to land B-17 and B-24 bombers. One of the B-24 Bombers, named Pocatello Chief fell casualty to the war on March 15, 1944 after being shot down during a bombing mission to Brunswick, Germany. P-39 and P-47 fighters were used for training at the airbase as well. Stationed at the airbase included the 96th and the 382nd Bomber Groups as well as the 453rd (the unit in which movie actor Jimmy Stewart was assigned to during the war) and the 464th. Pocatello was a main flight training facility and just about every pilot, navigator, and bombardier was sent to the airbase for training.

The Pocatello Air Base was a main transfer station for aircraft destined for the Soviet Union as part of the Lend Lease Act. There, U.S. markings were removed from the aircraft and replaced with USSR markings before being sent to Alaska for transfer to the Russian military. The airbase operated as if it were its own city, complete with housing, schools, post office, dining, hospital, chapel, offices and machine shops.

The University of Idaho - Southern Branch (now Idaho State University) provided civilian support for the war effort. The University featured an airfield, University (Ham's) Field, an airframe mechanics program and even featured anti-aircraft weaponry in defense of any possible air attack.

The Pocatello Air Base operated between 1942 and 1945. After being decommissioned, the airbase was deeded to the City of Pocatello on February 20, 1949 and within 2 years began operating as the city-owned Pocatello Municipal Airport (now Pocatello Regional Airport).

Recreation & Education for the Armed Forces

As the airbase came online in 1942 it was quickly made apparent that needed and desired services weren't available. Opportunities for recreation and daily welfare quickly filled this need. An airbase newspaper, *The Bombardier*, was started in November 1942 increasing the servicemen's morale. In the same year, the United Service Organization (USO) established a recreation center in downtown Pocatello which included the use of the Trinity Church's Parish House, housing parties and dances for service men. The USO Hut also provided goods and services for the benefit of service men.

In 1943, the American Association of University Women's Club at the University of Idaho - Southern Branch in Pocatello started the Aviation Squadron Self-Improvement education program at the airbase.

Classes were open to any enlisted man on the base and during the first two months, the school had a rapid growth in attendance. More than 15 teachers from the Pocatello city schools donated their time to instruct classes ranging from beginner's reading, writing, and arithmetic to advanced history and English.

The Naval Ordnance Plant

Local factories and businesses shifted production to support the war effort, including manufacturing parts, equipment, and other military necessities. In April 1942, the U.S. Navy commissioned an industrial facility located just outside of Pocatello (which has since been incorporated in the City's boundaries) which primarily refurbished and manufactured naval gun barrels, artillery, and other ordnance components. Known as the Naval Ordnance Plant (N.O.P), this approximately 200-acre complex included about 50 buildings at the height of wartime production. This facility was one of only two such facilities in the country, and the only one west of the Mississippi. Pocatello was selected for this facility due to it being far enough inland to reduce the risk of enemy attack and the fact that the city was equipped as a major railroad-highway hub.

As weapons were manufactured and refurbished in Pocatello, they were then transported about 50 miles north out in the Arco Desert where the Navy established the Naval Proving Ground to test weapons in preparation for them to return to service in the War. This remote site became the future location of the Idaho National Laboratory.

At the end of the War, the N.O.P. was decommissioned and in the 1950's was sold. The facility then became an industrial park with a portion of the complex eventually including facilities for the Federal Bureau of Investigation, a reserve center for the Armed Forces, and a public park named in memory of the wartime facilities (N.O.P. Park).

In June 2021, Industrial Realty Group, LLC (IRG) acquired the complex and rebranded the site as the "Titan Center". Since 2021, IRG has made significant updates to the facilities, sprucing up exterior facades of buildings, infrastructure improvements, and preparing sites to attract a mix of both industrial and commercial tenants.

Honoring Pocatello's WWII Legacy

In Pocatello, there are several memorials and events that honor both home-front and war-front contributions to the war:

Southeast Idaho Veterans Memorial – Dedicated on November 5, 2005, this monument honors the veterans in Southeast Idaho. Bricks laid within the plaza feature the names of servicemen from various wars and conflicts.

Idaho Gold Star Families Memorial Monument – Dedicated on May 28, 2021, this monument honors Idahoans lost during military service and their families. This monument was made possible with the help of Mr. Hershel "Woody" Williams, last surviving veteran from WWII and a Medal of Honor recipient. (https://idahogoldstarmemorial.com/)

Pocatello Army Air Base Monument – On the 50th anniversary of the Pocatello Army Air Base (1992) a monument was erected near the front of what is now the Pocatello Regional Airport terminal. This monument is dedicated to the veterans from Pocatello and the Squadrons and Bomb Groups who trained and were stationed at the base.

Pearl Harbor Memorial Bridge – Located on W. Fremont Street, crossing the Portneuf River and adjacent to Memorial Park and the Veteran's Memorial Building (ca. 1924-1926). Each year, Bannock County Veteran Services hosts a Pearl Harbor commemoration ceremony honoring the lives lost in that attack. (https://www.youtube.com/watch?v=nBI_5MrYizQ)

Annual Veterans Day Parade – Veterans day parades ceased in Pocatello near the end of WWII. In 2022, efforts were made for such a parade to return to the community. Since 2022 this parade has been an annual event. (https://www.pocatelloveteransdayparade.com/)

Living History Flights & Honor Flights – The Commemorative Air Force has selected Pocatello as a stopping point to display and fly arounds for WWII era planes including B-17 and B-25 bombers. (https://commemorativeairforce.org/) The City is actively working with the Honor Flight Network for Pocatello to serve as a hub for its program. (https://www.honorflight.org/)

Works Cited & Supporting Sources

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Gates, G. D. (Ed.). (1991). From Jennies to jets: A history of aviation in the Pocatello Area. Idaho State University Press.

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Executive Summary

Date: March 18, 2025

Request: To Liquidate Seized Assets to Fund 88

From: Captain Bill Collins, Pocatello Police Department

The Pocatello Police Department requests to liquidate through auction three vehicles that have been seized during ongoing drug investigations. These vehicles forfeitures have been adjudicated and the vehicles have been awarded to the PPD by the courts through the Bannock County Prosecutors Office via Asset Forfeiture Laws. The vehicles in question are:

Silver	2008	Buick	Enclave	SUV	5GAEV23728J106100
Silver	2017	Chev	Cruze	4dr	3G1BE6SMXHS562305
Red	2003	Toyt	Celica	2dr	JTDDR32T930158938

We request that the council authorize these assets to be liquidated and that the mayor be authorized to sign any agreements involved in the sale.

Agenda Item #11

MEMORANDUM

TO: Mayor Blad and City Council

FROM: Jared Johnson, City Attorney

DATE: April 9, 2025

RE: Auction of Seized Vehicles – PPD

I have reviewed the documentation related to the proposed sale, via auction, of three vehicles that were seized by the Pocatello Police Department as a result of narcotics investigations. I have no legal concerns with the request. Therefore, I would recommend that Council authorize the Mayor's signature on any documents related to this request.

Please contact me with any questions or concerns.

Filed: 08/26/2024 13:48:50
Sixth Judicial District, Bannock County
Jason Dixon, Clerk of the Court
By: Deputy Clerk - Peck, Brandy

STEPHEN F. HERZOG
BANNOCK COUNTY PROSECUTING ATTORNEY
624 East Center, Room 204
Pocatello, ID 83201
(208) 236-7280

BRIAN TRAMELL , ISB# 9213
Chief Civil Prosecutor
eserve: kelseyb@bannockcounty.us

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

STATE OF IDAHO, by and through Stephen F. Herzog, Bannock County Prosecuting Attorney Plaintiff, vs. 2008 BUICK ENCLAVE, VIN# 5GAEV23728J106100; and METHAMPHETAMINE, (WT) 402 GGW Defendant(s). KENNETH W. DALY, Respondent.	CASE NO. CV03-24-1349 JUDGMENT BY DEFAULT

JUDGMENT IS ENTERED AS FOLLOWS: That KENNETH W. DALY is denied any right to make claim, pursuant to Idaho Code §37-2744, to: 2008 BUICK ENCLAVE, VIN# 5GAEV23728J106100; and METHAMPHETAMINE, (WT) 402 GGW and that said property is forfeited to the Plaintiff.

24-P07814

DATED this ____ day of August, 2024.

8/26/2024 9:56:30 AM

JUDGE

CERTIFICATE OF SERVICE

8/26/2024 1:48:38 PM

On this day of August 2024, I served a true and correct copy of the foregoing Judgment by Default upon the parties as follows:

KENNETH WAYNE DALY
BANNOCK COUNTY JAIL
INMATE NO. 390738
5800 S 5TH AVE
POCATELLO, ID 83201

[X] VIA REGULAR U.S. MAIL

BRIAN TRAMMELL
kelseyb@bannockcounty.gov

[X] VIA EMAIL

CLERK

Indemnifying Affidavit
Idaho Transportation Department - Vehicle Services

ITD 3410 (Rev.10/23)
Supply # 019580562
dmv.idaho.gov

Vehicle/Hull Identification Number	Year	Make	Model
5GAEV23728J106100	2008	BUICK	ENCLAVE

Vehicle/Vessel Purchased From
AWARDED BY BANNOCK COUNTY COURT

Address
911 N 7TH AVENUE, PO BOX 4169

City	State	Zip	Date Purchased
POCATELLO	ID	83201	08/26/2024

I, the undersigned, acknowledge it is a felony to make a false statement in this affidavit (*Section 49-518, Idaho Code*). I certify that the above-described vehicle/vessel is **free from all liens and encumbrances**, except as set forth in my application for Idaho Certificate of Title. I am entitled to the possession and ownership of the vehicle or vessel because:

THIS VEHICLE WAS AWARDED BY BANNOCK COUNTY COURT

If the vehicle described above was imported from another country, I certify that the vehicle is now in Idaho. If the vehicle was commercially imported, I certify that to the best of my knowledge all U.S. DOT Federal Motor Vehicle Safety Standards, EPA, and US Customs and Border Protection requirements have been or will have been satisfied within the required time frame. If the vehicle was imported for personal use from Canada, I certify that I am aware that I may be assessed a civil penalty of up to $5,000 and/or the vehicle may be seized by the US Customs and Border Protection if the vehicle has not met their entry requirements prior to the registration and/or titling of this vehicle. I accept full responsibility for complying with all U.S. DOT Federal Motor Vehicle Safety Standards, EPA, and US Customs and Border Protection requirements.

If the above-described property is a vessel, ATV, off-road motorbike, snowmobile, utility type vehicle, slide-in truck camper, or neighborhood electric vehicle (NEV), and no title or Manufacturer's Statement of Origin (MSO) or Manufacturer's Certificate of Origin (MCO) is being submitted, I certify that no MSO or MCO exists and that the vessel or vehicle has never been titled unless otherwise indicated below.

Other Pertinent Facts:

This affidavit is attached to and made a part of my application for Idaho Certificate of Title to the above-described vehicle/vessel. I do hereby agree to warrant and defend said Title, and to not only save harmless and defend, regardless of outcome, the Idaho Transportation Department (ITD) from the expenses of and against all suits, actions, claims, losses, or assertion of claims including costs, expenses and attorney fees to which the department may be subjected on account of any defect in my Title to the vehicle/vessel in question, but also to pay any and all damages suffered by any person or entity resulting from the issuance of this title by the Idaho Department of Transportation.

I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct, and that the signature below is my true and legal signature.

Printed Full Legal Name / Business Name	Owner's Idaho Driver's License Number or SSN / Business's EIN
CITY OF POCATELLO	82-6000244

Owner's Physical Address / Business's Physical Address	City	State	Zip
911 NORTH 7TH AVENUE	POCATELLO	ID	83201

Owner / Business Representative's Signature	Date	Daytime Phone Number
X R. Quinta 5221	3-4-25	(208) 234-6155

ITD 3777 (Rev. 11-23)
Supply # 019679021
dmv.idaho.gov

Release and Satisfaction Of Interest
Idaho Transportation Department

Vehicle or Hull Identification Number (VIN/HIN)		Title Number
5GAEV23728J106100		
Year: 2008	Make: BUICK	Model: ENCLAVE
Owner of Record: BANNOCK COUNTY PROSECUTORS		
Lienholder on Record: N/A		

Complete the following if applicable

Lienholder of Record	Is now Known As/DBA/One and the Same AS	Current Lienholder Name
N/A		N/A

☐ I hereby attest that the lien listed above has been satisfied on dated N/A

I/We do hereby release all interest in the above-described vehicle.

Individual or Business Printed Name		Address		
BANNOCK COUNTY PROSECUTORS		624 E Center		
City: Pocatello		State: ID	Zip+4: 83201	Daytime Phone Number: 208-236-7290
Authorized Signature: X	2nd Authorized Signature (if necessary): X		Date: 3-4-25	

Your Safety • Your Mobility
Your Economic Opportunity

Vehicle Identification Number Inspection Certification

ITD 3403 (Rev. 08-17)
Supply # 019580380

Complete all sections related to Vehicle • Do not use codes from any title • Spell out makes and models

This form must be filled out by a law enforcement officer or an authorized agent of the Idaho Transportation Department (ITD) directly from the vehicle without the use of other documentation. **Note:** This form is **not** an ownership document.

1st Vehicle (VIN) Identification Number – (VINs typically have 17 numbers)	☐ VIN Discrepancy (Explain)
5 G A E V 2 3 7 2 8 J 1 2 0 6 1 5 0 0 7	
2nd Vehicle Identification Number (VIN)	
1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17	

VIN Location: ☒ Dash ☐ Door ☐ Headstock ☐ Trailer Tongue L - R ☐ Other (Describe)

Type of Vehicle: ☒ Auto/PU/Van ☐ Truck ☐ Trailer ☐ Motorcycle ☐ RV ☐ Mobile Home ☐ Snowmobile ☐ ATV ☐ UTV

OHV Engine Size ____ cc | Motorcycle FMVSS Sticker ☐ Yes ☐ No

Wheel base on ATV or UTV (See back/bottom of form) | Number of Wheels on ATV or UTV

Model Year	Make	Body Type	Model	Color
2008	BUICK	SUV	ENCLAVE	Silver

Length (trailers)	Width (trailers, ATVs, UTVs)	Weight (Utility and boat trailers, ATVs, UTVs)	Fuel Type

Motorcycle Is: ☐ Off-highway ☐ On-highway

Comments/Description/Other Pertinent Data

Odometer Reading (no tenths): 222032

Odometer Status, if known: ☐ Actual ☐ Not Actual–Warning – Odometer Discrepancy ☐ Exempt ☐ Exceeds Mechanical Limits ☐ No Odometer

Inspection Officer or Agent's Signature (I certify I have physically inspected the vehicle described above): X R. Gentry 5221

Applicant's Name

Agency Name	Badge Number	Applicant's Address	
Pocatello Police	5221		
City/Area	Date Inspected	City, State, Zip	Daytime Phone Number
Pocatello	3-4-25		

Filed: 01/23/2025 10:20:37
Sixth Judicial District, Bannock County
Jason Dixon, Clerk of the Court
By: Deputy Clerk - Ramirez, Todd

IAN JOHNSON
BANNOCK COUNTY PROSECUTING ATTORNEY
624 East Center, Room 204
Pocatello, ID 83201
(208) 236-7280

JONATHAN RADFORD , ISB# 10784
Chief Civil Deputy Prosecutor
eserve: kelseyb@bannockcounty.us

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

STATE OF IDAHO, by and through Ian Johnson, Bannock County Prosecuting Attorney Plaintiff, vs. $1,425.00 UNITED STATES CURRENCY; 2017 CHEVROLET CRUZE, VIN# 3G1BE6SMXHS562305; FENTANYL (WT) 112.1 GGW; Defendant(s).	CASE NO. CV03-24-3459 JUDGMENT BY DEFAULT
MARIAH D. RUSSELL, Respondent.	

JUDGMENT IS ENTERED AS FOLLOWS: That MARIAH D. RUSSELL is denied any right to make claim, pursuant to Idaho Code §37-2744, to: $1,425.00 UNITED STATES CURRENCY; 2017 CHEVROLET CRUZE, VIN# 3G1BE6SMXHS562305; and FENTANYL (WT) 112.1 GGW and that all interests in said property is forfeited by the Respondent and awarded to the Bannock County Prosecutors.

DATED this ____ day of January, 2025.
1/22/2025

Carol Tippi-Jaeman
JUDGE

24-P21791

ITD 3777 (Rev. 11-23)
Supply # 019679021
dmv.idaho.gov

Release and Satisfaction Of Interest
Idaho Transportation Department

Vehicle or Hull Identification Number (VIN/HIN)		Title Number
3G1BE6SMXHS562305		
Year	Make	Model
2017	CHEVROLET	CRUZE
Owner of Record		
BANNOCK COUNTY PROSECUTORS		
Lienholder on Record		
N/A		

Complete the following if applicable

Lienholder of Record	Is now Known As/DBA/One and the Same AS	Current Lienholder Name
N/A		N/A

☐ I hereby attest that the lien listed above has been satisfied on dated N/A

I/We do hereby release all interest in the above-described vehicle.

Individual or Business Printed Name		Address	
BANNOCK COUNTY PROSECUTORS		624 E Center	
City	State	Zip+4	Daytime Phone Number
Pocatello	ID	83201	208-236-7280
Authorized Signature	2nd Authorized Signature (if necessary)		Date
X	X		3-4-25

Indemnifying Affidavit
Idaho Transportation Department - Vehicle Services

ITD 3410 (Rev.10/23)
Supply # 019580562
dmv.idaho.gov

Vehicle/Hull Identification Number	Year	Make	Model
3G1BE6SMXHS562305	2017	CHEVROLET	CRUZE

Vehicle/Vessel Purchased From
AWARDED BY BANNOCK COUNTY COURT

Address
911 N 7TH AVENUE, PO BOX 4169

City	State	Zip	Date Purchased
POCATELLO	ID	83201	01/22/2025

I, the undersigned, acknowledge it is a felony to make a false statement in this affidavit (*Section 49-518, Idaho Code*). I certify that the above-described vehicle/vessel is **free from all liens and encumbrances**, except as set forth in my application for Idaho Certificate of Title. I am entitled to the possession and ownership of the vehicle or vessel because:

THIS VEHICLE WAS AWARDED BY BANNOCK COUNTY COURT

If the vehicle described above was imported from another country, I certify that the vehicle is now in Idaho. If the vehicle was commercially imported, I certify that to the best of my knowledge all U.S. DOT Federal Motor Vehicle Safety Standards, EPA, and US Customs and Border Protection requirements have been or will have been satisfied within the required time frame. If the vehicle was imported for personal use from Canada, I certify that I am aware that I may be assessed a civil penalty of up to $5,000 and/or the vehicle may be seized by the US Customs and Border Protection if the vehicle has not met their entry requirements prior to the registration and/or titling of this vehicle. I accept full responsibility for complying with all U.S. DOT Federal Motor Vehicle Safety Standards, EPA, and US Customs and Border Protection requirements.

If the above-described property is a vessel, ATV, off-road motorbike, snowmobile, utility type vehicle, slide-in truck camper, or neighborhood electric vehicle (NEV), and no title or Manufacturer's Statement of Origin (MSO) or Manufacturer's Certificate of Origin (MCO) is being submitted, I certify that no MSO or MCO exists and that the vessel or vehicle has never been titled unless otherwise indicated below.

Other Pertinent Facts:

This affidavit is attached to and made a part of my application for Idaho Certificate of Title to the above-described vehicle/vessel. I do hereby agree to warrant and defend said Title, and to not only save harmless and defend, regardless of outcome, the Idaho Transportation Department (ITD) from the expenses of and against all suits, actions, claims, losses, or assertion of claims including costs, expenses and attorney fees to which the department may be subjected on account of any defect in my Title to the vehicle/vessel in question, but also to pay any and all damages suffered by any person or entity resulting from the issuance of this title by the Idaho Department of Transportation.

I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct, and that the signature below is my true and legal signature.

Printed Full Legal Name / Business Name	Owner's Idaho Driver's License Number or SSN / Business's EIN
CITY OF POCATELLO	82-6000244

Owner's Physical Address / Business's Physical Address	City	State	Zip
911 NORTH 7TH AVENUE	POCATELLO	ID	83201

Owner / Business Representative's Signature	Date	Daytime Phone Number
X R. Gunty 5221	3-4-25	(208) 234-6155

Your Safety • Your Mobility
Your Economic Opportunity

Vehicle Identification Number Inspection Certification

ITD 3403 (Rev. 08-17)
Supply # 019580380

Complete all sections related to Vehicle • Do not use codes from any title • Spell out makes and models

This form must be filled out by a law enforcement officer or an authorized agent of the Idaho Transportation Department (ITD) directly from the vehicle without the use of other documentation. **Note:** This form is **not** an ownership document.

1st Vehicle (VIN) Identification Number – (VINs typically have 17 numbers) 3G1BE6SMXHS562305				☐ VIN Discrepancy (Explain)
2nd Vehicle Identification Number (VIN) 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17				
VIN Location	☒ Dash ☐ Door ☐ Headstock ☐ Trailer Tongue L - R ☐ Other (Describe)			
Type of Vehicle	☒ Auto/PU/Van ☐ Truck ☐ Trailer ☐ Motorcycle ☐ RV ☐ Mobile Home ☐ Snowmobile ☐ ATV ☐ UTV	OHV Engine Size ____ cc Wheel base on ATV or UTV (See back/bottom of form)	Motorcycle FMVSS Sticker ☐ Yes ☐ No Number of Wheels on ATV or UTV	
Model Year: 2017	Make: Chevrolet	Body Type: 4dr	Model: Craze	Color: Silver
Length (trailers)	Width (trailers, ATVs, UTVs)	Weight (Utility and boat trailers, ATVs, UTVs)	Fuel Type	
Motorcycle Is: ☐ Off-highway ☐ On-highway	Comments/Description/Other Pertinent Data			
Odometer Reading (no tenths) 69972	Odometer Status, if known: ☐ Actual ☐ Not Actual–Warning – Odometer Discrepancy ☐ Exempt ☐ Exceeds Mechanical Limits ☐ No Odometer			
Inspection Officer or Agent's Signature (I certify I have physically inspected the vehicle described above) x R. Dennis 5221	Applicant's Name			
Agency Name: Pocatello Police	Badge Number: 5221	Applicant's Address		
City/Area: Pocatello	Date Inspected: 3-4-25	City, State, Zip	Daytime Phone Number	

Filed: 04/26/2023 12:22:21
Sixth Judicial District, Bannock County
Jason Dixon, Clerk of the Court
By: Deputy Clerk - Larsen, Paula

STEPHEN F. HERZOG
BANNOCK COUNTY PROSECUTING ATTORNEY
624 East Center, Room 204
Pocatello, ID 83201
(208) 236-7280

ALAN J. BOEHME, ISB# 8870
Assistant Chief Civil Deputy Prosecutor
eserve: amym@bannockcounty.us

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

STATE OF IDAHO, by and through Stephen F. Herzog, Bannock County Prosecuting Attorney Plaintiff, vs. $261.00 UNITED STATES CURRENCY; METHAMPHETAMINE 1,883 GRAMS; COCAINE 16 GRAMS; 2003 TOYOTA CELICA VIN# JTDDR32T930158938 AND ITS EQUIPMENT AND APPURTENANCES; CANIK TP9SF ELITE-S SERIAL #01911; and HERITAGE ROUGH RIDER SERIAL #HR34597; Defendants. HANK LANGLEY, Respondent.	CASE NO. CV03-23-448 JUDGMENT BY DEFAULT

JUDGMENT IS ENTERED AS FOLLOWS: That HANK LANGLEY is denied any right to make claim, pursuant to Idaho Code §37-2744, to: $261.00 UNITED STATES CURRENCY; METHAMPHETAMINE 1,883 GRAMS; COCAINE 16 GRAMS; 2003 TOYOTA CELICA VIN# JTDDR32T930158938 AND ITS EQUIPMENT AND APPURTENANCES; CANIK TP9SF ELITE-S SERIAL #01911; and HERITAGE ROUGH RIDER SERIAL #HR34597; and that said property is forfeited to the City of Pocatello on behalf of the Pocatello Police Department for its

23-P01931

exclusive use in narcotics enforcement.

DATED this ____ day of April 2023.

4/20/2023 3:46:17 PM

JUDGE

CERTIFICATE OF SERVICE

4/26/2023 12:23:04 PM

On this _____ day of April 2023, I served a true and correct copy of the foregoing Judgment by Default upon the parties as follows:

HANK LANGLEY
BANNOCK COUNTY JAIL
5800 S. 5TH AVE.
POCATELLO, ID 83204

VIA REGULAR U.S. MAIL

ALAN J. BOEHME
amym@bannockcounty.us

VIA E-MAIL

Jason Dixon

CLERK

MAGISTRATE DIVISION
BANNOCK COURT
IDAHO
DISTRICT COURT

STATE OF IDAHO
COUNTY OF BANNOCK } ss

I hereby certify the foregoing is a full, true and correct copy of an instrument as the same now remains on file and of record in my office.
WITNESS my hand and official seal hereto affixed

DATED 4/26/2023 12:33:22 PM

Jason Dixon
Jason Dixon, Clerk of the District Court

By _____ Deputy

Indemnifying Affidavit
Idaho Transportation Department - Vehicle Services

ITD 3410 (Rev.10/23)
Supply # 019580562
dmv.idaho.gov

Vehicle/Hull Identification Number	Year	Make	Model
JTDDR32T930158938	2003	TOYOTA	CELICA

Vehicle/Vessel Purchased From
AWARDED BY BANNOCK COUNTY COURT

Address
911 N 7TH AVENUE, PO BOX 4169

City	State	Zip	Date Purchased
POCATELLO	ID	83201	04/20/2023

I, the undersigned, acknowledge it is a felony to make a false statement in this affidavit (*Section 49-518, Idaho Code*). I certify that the above-described vehicle/vessel is **free from all liens and encumbrances**, except as set forth in my application for Idaho Certificate of Title. I am entitled to the possession and ownership of the vehicle or vessel because:

THIS VEHICLE WAS AWARDED BY BANNOCK COUNTY COURT

If the vehicle described above was imported from another country, I certify that the vehicle is now in Idaho. If the vehicle was commercially imported, I certify that to the best of my knowledge all U.S. DOT Federal Motor Vehicle Safety Standards, EPA, and US Customs and Border Protection requirements have been or will have been satisfied within the required time frame. If the vehicle was imported for personal use from Canada, I certify that I am aware that I may be assessed a civil penalty of up to $5,000 and/or the vehicle may be seized by the US Customs and Border Protection if the vehicle has not met their entry requirements prior to the registration and/or titling of this vehicle. I accept full responsibility for complying with all U.S. DOT Federal Motor Vehicle Safety Standards, EPA, and US Customs and Border Protection requirements.

If the above-described property is a vessel, ATV, off-road motorbike, snowmobile, utility type vehicle, slide-in truck camper, or neighborhood electric vehicle (NEV), and no title or Manufacturer's Statement of Origin (MSO) or Manufacturer's Certificate of Origin (MCO) is being submitted, I certify that no MSO or MCO exists and that the vessel or vehicle has never been titled unless otherwise indicated below.

Other Pertinent Facts:

This affidavit is attached to and made a part of my application for Idaho Certificate of Title to the above-described vehicle/vessel. I do hereby agree to warrant and defend said Title, and to not only save harmless and defend, regardless of outcome, the Idaho Transportation Department (ITD) from the expenses of and against all suits, actions, claims, losses, or assertion of claims including costs, expenses and attorney fees to which the department may be subjected on account of any defect in my Title to the vehicle/vessel in question, but also to pay any and all damages suffered by any person or entity resulting from the issuance of this title by the Idaho Department of Transportation.

I certify under penalty of perjury pursuant to the law of the State of Idaho that the foregoing is true and correct, and that the signature below is my true and legal signature.

Printed Full Legal Name / Business Name		Owner's Idaho Driver's License Number or SSN / Business's EIN	
CITY OF POCATELLO		82-6000244	
Owner's Physical Address / Business's Physical Address	**City**	**State**	**Zip**
911 NORTH 7TH AVENUE	POCATELLO	ID	83201
Owner / Business Representative's Signature	**Date**	**Daytime Phone Number**	
X R. Hunter 5221	7-4-25	(208) 234-6155	

Your Safety • Your Mobility
Your Economic Opportunity

Vehicle Identification Number Inspection Certification

ITD 3403 (Rev. 08-17)
Supply # 019580380

Complete all sections related to Vehicle • Do not use codes from any title • Spell out makes and models

This form must be filled out by a law enforcement officer or an authorized agent of the Idaho Transportation Department (ITD) directly from the vehicle without the use of other documentation. **Note:** This form is **not** an ownership document.

1st Vehicle (VIN) Identification Number – (VINs typically have 17 numbers)	J	T	D	D	R	3	2	T	9	3	0	1	5	8	9	3	8
2nd Vehicle Identification Number (VIN)																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17

☐ VIN Discrepancy (Explain) _____

VIN Location: ☒ Dash ☐ Door ☐ Headstock ☐ Trailer Tongue L - R ☐ Other (Describe)

Type of Vehicle: ☒ Auto/PU/Van ☐ Truck ☐ Trailer ☐ Motorcycle ☐ RV ☐ Mobile Home ☐ Snowmobile ☐ ATV ☐ UTV

OHV Engine Size ____ cc | Motorcycle FMVSS Sticker ☐ Yes ☐ No

Wheel base on ATV or UTV (See back/bottom of form) | Number of Wheels on ATV or UTV

Model Year	Make	Body Type	Model	Color
2003	TOYOTA	2dr	CELICA	RED

Length (trailers)	Width (trailers, ATVs, UTVs)	Weight (Utility and boat trailers, ATVs, UTVs)	Fuel Type

Motorcycle Is: ☐ Off-highway ☐ On-highway

Comments/Description/Other Pertinent Data

Odometer Reading (no tenths): 124093

Odometer Status, if known: ☐ Actual ☐ Not Actual–Warning – Odometer Discrepancy ☐ Exempt ☐ Exceeds Mechanical Limits ☐ No Odometer

Inspection Officer or Agent's Signature (I certify I have physically inspected the vehicle described above): x R. Lunstis 5221

Applicant's Name

Agency Name	Badge Number	Applicant's Address	
Pocatello Police	5221		
City/Area	**Date Inspected**	**City, State, Zip**	**Daytime Phone Number**
Pocatello	3-4-25		

Community Seller Information

Sliding Scale and Other Services

2nd Saturday and additions to other auctions

PRIME TIME AUCTIONS
• BID ANYTIME-ANYWHERE •

This scale applies to each individual lot sold, not as a total.

Have enough items for your own auction? Flat rates are also available.

$ 10,001 and higher	5 %	$ 900 - $501	15 %
$ 10,000 - $ 5,001	6 %	$ 500 - $101	20 %
$ 5,000 - $ 3,001	7 %	$ 100 and lower	25 %
$ 3,000 - $ 1,501	8 %		
$ 1,500 - $ 901	10 %	Special pricing for Real Estate, as low as 1 %	

Specializing in:

- **Equipment / Business**
- **Auto / RV**
- **Real Estate**
- **Estate / Antique**

Cleaning & Detail Services

Cleaning Equipment and Personal Property arranged on a case by case basis. Arrangements can be made to have body repairs or painting done through other local companies, if needed.

Retrieval, Delivery & Setup / Insurance & Storage

We are happy to help get items to auction. Retrieval services are arranged to meet your needs. Basic terms: Hourly rates or percentage on equipment needed. Flat rates are also available, please ask. All items in our possession are fully insured. Storage is available at reasonable rates.

Mechanical / Gas

Minor repairs can be made. This includes replacing batteries and other items that will help your item sell better. A quarter of a tank of gas or more is needed in vehicles. If necessary fuel will be added and reimbursed from proceeds.

Advertising

Items brought in early receive the best promotion. We encourage you to bring in items up to sixty days prior to the auction. Late additions may be accepted up until the Wednesday prior, depending on the auction. Advertising investment is set based on items and need for marketing.

Your Auction, Offsite and On Location Auctions

We specialize in coming to your location to conduct an auction. The majority of our auctions are at the location of the business or estate. We have all the equipment and resources to conduct an auction at your location. Please talk to a salesperson about your special auction needs. We can come take a look at no obligation. We can set a flat rate commission that fits your situation.

Damage Disclosure

Sellers should disclose any known mechanical damage to vehicles and equipment. If damage is not disclosed it may result in a "no sale" with the item being returned to seller. When you disclose damage, the item can be represented properly to the buyers. Our staff will handle each situation on a case-by-case basis keeping in mind what is the best interest of both buyer and seller.

Arbitration

Prime Time Auctions staff has the authority to negotiate with buyer and seller. If a problem arises with working condition, the item could be returned to you or sold at a later auction. Our staff can explain in more detail if needed.

Buyers' Premium / Administrative Fees

A Buyers' Premium is paid by the buyer on auction day and is kept by the auction company for services. Premiums are 5% on each item that sells for $2,501 or more and 10% on each item that sells for $2,500 or less. A $14 title fee and a $75 documentation fee is paid by the buyer on all titled items. Dealer documentation fee is $39.

Frequent Seller Program

If you are in business of liquidating quality assets on a regular basis, we can discuss with you the benefits and requirements of the frequent seller program.

Titles

Titles should be delivered with the item. If you cannot provide us with the title prior to the auction, it may not be sold on auction day.

GET READY TO BECOME A **SELLING SUPERSTAR!**

Thank you! We appreciate your business!

PRIME TIME REAL ESTATE

We also offer complete real estate services!
Brokered by Premier Properties

www.primetimeauctions.com
(208) 232-4912 | 2221 S. 5th Pocatello, ID 83201

Consignment Agreement

Location of Items:

Pick up, Preview Details

Cataloging Details:

- Seller will act as an agent with us to promote items to potential buyers.
- The cataloging process takes time and teamwork. Items will be cataloged in stages until complete.
- Seller agrees that everything will be sold to the highest bidder with NO minimums or reserves unless prior approval is made.
- Seller guarantees they have good title and the right to sell the merchandise consigned and that Prime Time Auctions will be paid before any prior liens and/or encumbrances. All branded titles must be disclosed.
- No items shall be sold or withdrawn prior to the auction. Full estimated commissions will be charged on items withdrawn or sold.
- If any items auctioned are not paid for, or the buyer has a discrepancy that cannot be resolved, the item will be considered as a "no-sale". The seller then has the option of picking up the items with no commission charged, or the items may be consigned to the next auction.
- Disburse payment of net proceeds within 14 days following auction. If faster payment is required, arrangements can be made for a nominal fee.
- Seller agrees not to bid on their own items, doing so will incur all seller and buyer fees.
- Seller appoints Prime Time Auctions power of attorney to endorse, release, or transfer ownership to all titled items listed.
- If any items do not sell or are left behind, the Seller is responsible for pickup or the cost of disposal of remaining items.
- This is a legally binding contract. All seller contracts will be subject to the legal jurisdiction of Bannock County and the laws of the State of Idaho with a statute of limitations of one year.
- Our staff will perform necessary maintenance if they find that a vehicle or item needs: cleaned, gas or new battery. This will be mandatory on items requiring attention. Investment in maintenance will be taken from proceeds.

Title Received: Yes No. Title Details: Is it Clean, Branded, Salvage. Is Vehicle Clean, Has Gas, Good Battery

Damage Disclosure: List damages or needed repairs that cannot be seen.

Investments from proceeds are as follows:

Service: _____ Retrieval / Setup: _____ % Marketing / Advertising: _____ % **$1 Per Lot**

PRIME TIME AUCTIONS
• BID ANYTIME - ANYWHERE •

2221 S. 5th • Pocatello, ID 83201
(208) 232-4912 • info@primetimeauctions.com

Auction Date: _____ Consignor #_____

Name:_____

Mailing Address:_____

City:_____ State:_____ Zip:_____

Phone:_____ Email:_____

Received By:_____

Coordinator:_____

I have read, understand and agree to the **front and back** of this consignment agreement.

Signature:_____ Date:_____

CITY OF POCATELLO

Science & Environment Division

Agenda Item #12

Executive Summary

To: Mayor Blad and City Council

From: Hannah Sanger, Science & Environment Administrator

Date: April 17, 2025 City Council meeting

Re: Davey Resource Group Contract

Staff recommend that Council authorize the Mayor's signature on a contract for $175,000 with Davey Resource Group, subject to Legal Department review. These contract expenses are covered by the US Forest Service Urban and Community Forestry Grant. (ACTION ITEM)

Grant funds will be used to:

1. Inventory City trees in City parks and City-managed trees in the Right-of-Way. This includes tree identification, diameter at breast-height (DBH), and tree condition to guide maintenance activities.
2. Update the City's 1995 Urban Forest Plan, using this inventory as well as tree canopy data collected in 2018

As the project progresses, unspent funds in the contract may be used to:

1. Inventory remaining trees in the Right-of-Way
2. Conduct community engagement related to trees
3. Updating the Tree Canopy

911 N 7th Avenue
Pocatello, ID 83201

Office: (208) 234-6225
www.pocatello.gov

Agenda Item #12

MEMORANDUM

TO: Brian C. Blad, Mayor; Members of the City Council
FROM: Rich Diehl, Deputy City Attorney
RE: Agreement with Davey Resource Group (Enviro)
DATE: April 2, 2025

I have reviewed the above-referenced Agreement and it meets with my approval for the Mayor's signature once so authorized by the Council. Although this has been previously approved by the Council, enough changes have occurred that it is before the Council a second time. The City has entered into similar agreements in the past.

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

SHORT FORM OF AGREEMENT BETWEEN CITY OF POCATELLO AND CONSULTANT FOR PROFESSIONAL SERVICES

This is an Agreement between the City of Pocatello, Idaho (Owner) and **Davey Resource Group, Unique Entity Identifier: 82-1948528** (Consultant).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as **"Urban Forest Plan"** (Project).

Consultant's services under this Agreement (Services) are generally identified as follows: **complete an Urban Forest Plan and Tree Inventory Project as funded by the US Forest Service grant through the Urban Sustainability Directors Network (Grant Agreement No.: CRS19-Pocatello, ID).** Refer to **Attachment A, Consultant Scope of Work.**

Owner and Consultant further agree as follows:

1.01 Services of Consultant

A. Consultant shall provide or furnish the Services set forth in this Agreement as described in **Attachment A**, and any Additional Services authorized by Owner and consented to by Consultant.

2.01 Owner's Responsibilities

A. Owner shall provide Consultant with existing Project-related information and data in Owner's possession and needed by Consultant for performance of Consultant Services. Owner will advise the Consultant of Project-related information and data known to Owner but not in Owner's possession. Consultant may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Consultant's assessment of initially-available Project information and data, and upon Consultant's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Consultant to complete its Services; or, with consent of Consultant, Owner may authorize the Consultant to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Consultant's submittals, and carry out its other responsibilities in a timely manner so as not to delay Consultant's performance. Owner shall give prompt notice to Consultant whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Consultant's Services, or (2) any development that affects the scope or time of performance of Consultant's Services.

C. **GIS Data Availability**: The City will make available to the Consultant, at no cost, the necessary GIS data. This data will include, but not be limited to, parcels, rights-of-way, easements, road

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centerlines, curb, gutter and sidewalk, pavement limits, traffic signals, ITS infrastructure, sign locations, storm drain pipes, storm drain structures, sanitary sewer infrastructure, potable water infrastructure, bridges, water features/canals, contours, and aerial imagery.

1. GIS Data Restriction: Consultant agrees to restrict its use of the City's GIS data base information solely for the purpose of preparing information related to projects as specified in Exhibit A on behalf of the City.

2. GIS Data Security: Consultant agrees to secure the GIS data obtained from the City on a secure, non-public system. Consultant agrees to destroy any duplicated GIS data base information maintained by Consultant and to return any GIS data base information to the City upon completion of compiling digital information regarding projects done on behalf of the City.

3. GIS Data Usage Acknowledgments: Consultant acknowledges that some of the City's GIS data base information is subject to Homeland Security restrictions and agrees to limit its access to such information to its application to projects on behalf of the City. The parties agree that the copyright for information from the City's GIS shall remain the property of the City. Consultant agrees that no sale, copying, dissemination, or use other than specified herein of the GIS information is allowed without the written consent of the City.

3.01 Schedule for Rendering Services

A. Consultant shall complete its Services within the following specific time period: See **Attachment A**. If no specific time period is indicated, Consultant shall complete its Services within a reasonable period of time.

B. If, through no fault of Consultant, such periods of time or dates are changed, or the orderly and continuous progress of Consultant's Services is impaired, or Consultant's Services are delayed or suspended, then the time for completion of Consultant's Services, and the rates and amounts of Consultant's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Consultant shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Consultant providing or furnishing Services and Additional Services, Owner shall pay Consultant as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Consultant in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Consultant for Services, Additional Services, and expenses within 30 days after receipt of Consultant's invoice, then (1) the amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Consultant may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Consultant has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Consultant for any such suspension; and (3) if any payment due Consultant remains unpaid after 90 days,

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Consultant may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Consultant is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Consultant for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Consultant, plus all invoiced external expenses allocable to the Project, including Consultant's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of 1.1.

E. Basis of Payment

1. Consultant shall invoice City on a time and materials basis. Labor shall be based on the labor rates shown in Attachment A. The total contract shall be a fixed fee amount not to exceed the amount listed below.

2. Fixed fee amount:

a. **$175,000.00, as shown in Attachment A.**

b. The portion of the compensation amount billed monthly for Consultant's Services will be based upon Consultant's effort actually completed during the billing period.

5.01 Additional Services: An additional services amount may be included in this Agreement. If so, the Owner will determine if additional services are required beyond the services outlined in Attachment A. When additional services are required the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued. For Additional Services, Owner shall pay Consultant an amount equal to the cumulative hours charged in providing the Additional Services by Consultant's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. Consultant's standard hourly rates are attached in **Attachment A.**

5.02 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Consultant may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Consultant furnish or perform services contrary to Consultant's responsibilities as a licensed professional, (b) if Consultant's services for the Project are delayed or suspended for more than 90 days for reasons beyond Consultant's control, (c) if payment due Consultant

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remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of undisclosed Constituents of Concern as set forth in Paragraph 6.01.I.

3. Consultant will have no liability to Owner on account of any termination by Consultant for cause.

B. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Consultant's receipt of notice from Owner.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Consultant will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 6.01.F, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Consultant's entitlement to compensation for services and reimbursement of expenses, then Consultant's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Consultant has terminated the Agreement for cause, then Consultant will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Consultant's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional consulting and related services performed or furnished by 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. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Consultant. Subject to the foregoing standard of care, Consultant may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Consultant shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to that Constructor's furnishing and performing of its work. Consultant shall not be responsible for the acts or omissions of any Constructor.

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C. Consultant neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.

D. Consultant's opinions of probable construction cost (if any) are to be made on the basis of Consultant's experience, qualifications, and general familiarity with the construction industry. However, because Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Consultant. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

E. Consultant shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Consultant.

F. All documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Consultant of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Consultant, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Consultant;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and subconsultants;

3. Owner shall indemnify and hold harmless Consultant and its officers, directors, members, partners, agents, employees, and subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Consultant; and

4. such limited license to Owner shall not create any rights in third parties.

G. Owner and Consultant agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

H. Waiver of Damages; Limitation of Liability: To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting

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from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to the total amount of compensation received by Consultant.

I. The parties acknowledge that Consultant's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Consultant or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Consultant may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

J. Owner and Consultant agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

K. This Agreement is to be governed by the laws of the state in which the Project is located.

L. Consultant's Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

7.01 Definitions

A. Constructor—Any person or entity (not including the Consultant, its employees, agents, representatives, subcontractors, and subconsultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

B. Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Consultant are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted by Paragraph 8.01.A.2 the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants,

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agreements, and obligations of this Agreement.

2. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Consultant to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Consultant and not for the benefit of any other party.

9.01 INSURANCE

A. The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $1,000,000.00 per occurrence, professional liability insurance in the amount of $1,000,000.00, and worker compensation insurance in accordance with Idaho Law.

B. The professional liability insurance coverage shall remain in force and effect for a minimum of one (1) year after acceptance of the construction project by the City (if applicable), otherwise for one (1) year after acceptance of the work by the City.

C. Regarding workers' compensation insurance, the Consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the Consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

D. The Consultant shall provide the City with certificates of insurance within ten (10) days of the Notice to Proceed.

9.02 NON-APPROPRIATION

A. Notwithstanding anything in the contract documents to the contrary, any and all payments which the City is required to make under this contract shall be subject to appropriation or other availability of funds.

9.03 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Consultant and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.04 Anti-Boycott Israel Act

A. Contractor certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under Israel's control. The terms "company" and "boycott Israel" shall have the meanings ascribed to them in Idaho Code § 67-2346.

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9.05 Ownership or Operation by China

A. Contractor certifies that it is not a company currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China. The terms "company" and "government of China" shall have the meanings ascribed to them in Idaho Code § 67-2359.

Attachments: Attachment A Scope of Work and Consultant's Standard Hourly Rates

Attachment B Grant Agreement No. CRS19-Pocatello for the City of Pocatello's **US Forest Service Urban and Community Forestry Grant.**

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This Agreement's Effective Date is _____, 2025.

Owner:	Consultant:
City of Pocatello	Davey Resource Group, Inc. (name of organization)
By: _____ (Brian C. Blad)	By: (authorized individual's signature)
Date: _____ (date signed)	Date: March 24, 2024 (date signed)
Name: Brian C. Blad (typed or printed)	Name: Amber Krebbers (typed or printed)
Title: Mayor (typed or printed)	Title: Regional Operations Manager (typed or printed)
Address for giving notices:	Address for giving notices:
PO Box 4169	295 S. Water Street
Pocatello, ID 83201	Kent, OH 44240

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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Project Scope Elements – "Attachment A"

Include fee schedule

DAVEY Resource Group

Local Contact
Dana Karcher
661-964-7158
dana.karcher@ davey.com

January 30, 2025

Hannah Sanger, MS MA
Science and Environment Administrator
City of Pocatello

RE: Updates to Scope and Pricing/Urban Forest Plan and Inventory

Dear Hannah,

Thank you for your response to our scope of work sent on January 20, 2025. Per your email of 1/27/2025, we have incorporated the changes you requested to this scope of work. Please review the below and let us know if you have any questions.

Planning Project

As requested, we have revised the below scope of the planning project to reflect the addition of a Community Open House and Online Plan review. Pocatello will handle these parts of the project. They are included in the Gantt Chart.

Task One: Project Management	
Sub-Task	**Fee**
Kickoff meeting (in person)	$8,702.00
Bi-Weekly meetings	$7,953.00
Monthly progress reports	$3,960.00
Steering committee meetings (2)	$2,970.00

Task Two: Program Review	
Sub-Task	**Fee**
Historic program review	$1,320.00
Program assessment	$3,300.00
Ordinance review	$3,267.00
Policy Framework review	$2,838.00
Internal stakeholder meetings	$2,805.00

Task Three: Tree Tasks	
Sub-Task	**Fee**
Tree list	$2,063.00
Brochure update	$3,383.00

Task Four: Plan Development	
Sub-Task	**Fee**
Outline	$2,756.00
Goals, Objectives, Strategies	$3,498.00
Plan Draft One	$16,814.00
Plan Draft Two	$9,834.00
Community Open House*	-0-
Online Plan Review*	-0-
Final Draft	$3,630.00
Graphic design	$9,306.00
Implementation strategy	$2,805.00

Project Total: $91,204.00

Tree Inventory

The opportunity to standardize the data that will be needed to manage the City's trees will take place during the inventory. To that end, DRG has developed the following inventory specifications:

Revised Tree Inventory Data Spec

1. **Address/Location**—DRG identifies the location of each tree by the following attributes.
    a. X and Y coordinates in the desired format.
    b. *Park Name.* The name of the park (where applicable).
2. **Species**—DRG names trees by genus and species using both botanical and common names. If species cannot be determined, genus only will be recorded.
3. **Tree Size**—DRG's urban foresters measure the diameter to the nearest inch in 1-inch size classes at 4½ feet above the ground, or diameter at breast height (DBH).
4. **Multi-Stem Tree**—DRG notes if a tree has multiple stems on trunks splitting at or below 1 Foot (Yes/No). In cases where trees have multiple stems at 1 foot, DRG will collect the diameter of the largest stem unless otherwise directed.
5. **Condition**—Staff consider signs of stress, poor structure, mechanical damage, soil and root problems, disease, and pests in the assessment of tree condition.
    a. *Good.* Tree shows no significant problems.
    b. *Fair.* Tree has minor problems that may be corrected with time or corrective action.
    c. *Poor.* Tree has significant problems that are irrecoverable.
    d. *Dead.* Tree shows no sign of life.
    e. *N/A.* Used for vacant sites and stumps. DRG will not collect any new stumps or vacant planting sites as part of this inventory.
6. **Primary Maintenance**—DRG assigns one of the following maintenance needs.
    a. *Priority 1 Removal.* Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crown, and pose a potentially elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that could be high liability risks are included in this category. These trees are the first ones that should be removed.
    b. *Priority 2 Removal.* Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as "Priority 1" trees are removed.
    c. *Priority 3 Removal.* Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.
    d. *Priority 1 Prune.* Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees typically have larger deadwood and/or are usually located in high use areas (playgrounds, sports fields, facilities, roads, parking lots, etc.).
    e. *Priority 2 Prune.* These trees have dead, dying, diseased or weakened branches that should be addressed following Priority 1 pruning work. These trees typically have smaller deadwood and/or are usually located in low use areas (open fields, wooded paths, etc.).
    f. *Train.* Pruning of young or medium-aged trees to improve tree and branch architecture. These trees can typically be pruned from the ground using a pole pruning tool.

g. *Routine Prune.* At the time of inventory, these trees are the lowest priority for pruning. They will require routine pruning or management for tree health or aesthetic appearance. Trees assigned this category can have small deadwood and clearance issues requiring action.

h. Stump Removal. This category indicates a stump that should be removed. DRG will not collect new stumps during this inventory but will record if a previously collected tree has been removed and a stump remains.

i. Plant. This category indicates a tree should be planted. DRG will not collect vacant planting sites during this inventory but will record if a previously collected tree has been removed.

7. **Defect**—DRG records the most significant defect for each tree. Defects are limited to the following to align with the ANSI A300 (Part 9) industry standard and associated *International Society of Arboriculture Best Management Practices—Tree Risk Assessment*, Second Edition (E. Thomas Smiley, Nelda Matheny, and Sharon Lilly 2017):
    a. Dead and dying branches.
    b. Broken and/or hanging branches.
    c. Branch attachment (adventitious, codominant, multiple, overextended).
    d. Trunk condition (canker, bulges, ridges).
    e. Cracks.
    f. Decay or cavity (large trunk wound).
    g. Tree architecture (lean, bows, taper, live crown ratio).
    h. Root problem (dead, decayed, missing, abnormal, girdling, lack of flare).
    i. Other (see site comments).
    j. No significant defect.
    k. N/A (default for stumps and vacant sites).
8. **Further Inspection**—Trees in this category need added and future inspections due to a variety of issues beyond the scope of a standard tree inventory. Categories for further inspection include:
    i. Annual inspection (e.g., a tree with a defect requiring annual monitoring).
    ii. Recent damage inspection (e.g., a healthy tree affected by recent construction or other damage).
    iii. Advanced risk assessment (e.g., a tree with a defect needing additional or specialized equipment for investigation).
    iv. Insect/disease monitoring (e.g., a tree that appears to have an emerging insect or disease problem).
    v. None.
9. **Overhead Utilities**—For each tree or site, DRG records if overhead utilities are present (Yes/No).
10. **Comments**—Any additional comments will be noted here; very limited use.
11. **Date of Inventory**—The date the DRG urban forester collected the data.

Note: The following data fields are currently in the ArcGIS system and/or requested in clarifications of the RFP but will not be included in this scope or imported into TreeKeeper for existing trees:

- Status
- Cultivar
- Percent dieback
- Crown class
- Clearance conflicts
- Crown light exposure
- Secondary maintenance
- Watch this tree (swap for further inspection)
- Observation (swap for defect)
- Maintenance comments

Inventory costs:

Area	Number of Trees	Fee	Contract Type
Original "area of interest"	Up to 5,000	$37,950	Firm Fixed Price
Option: Additional trees in above AOI	Additional trees over 5,000	$7.59 per tree	Firm Fixed Unit Price
Option: Reinventory street trees together with the original AOI trees (5000 trees +8000 trees)	Up to 13,000	$94,770	Firm Fixed Price
Option: Additional trees in the combined project	Additional trees over 13,000	$7.29 per tree	Firm Fixed Unit Price

Note: The data will be delivered into a format that can be imported into ArcGIS Pro. We will also complete the inventory in TreeKeeper. That will allow Pocatello to see the functionality of the software.

Other Options

Software

TreeKeeper software is **$3,600** annually. At this time, we can provide an API to connect TreeKeeper to Lucity software, but we will need more information to develop the costs around the API. We understand that software may not be a priority for the City. Once the inventory is complete, and managing the data becomes a priority, we are happy to revisit the purchase of TreeKeeper.

Canopy Study:

DRG has interacted with the canopy data provided by the Arbor Day Foundation. Unfortunately, the land cover data has not been processed to actually provide a canopy study, or to use in a canopy study. Our original pricing is as follows:

Task	Fee	Contract Type
Tree Canopy	$23,178.00	Firm Fixed Price
Historic Land Cover	$4,920.00	Firm Fixed Price
Ecosystem Services	$1,620.00	Firm Fixed Price
Land Cover Metrics	$2,400.00	Firm Fixed Price
Socio Economic Analysis	$3,840.00	Firm Fixed Price
Urban Heat Island Mapping	$4,290.00	Firm Fixed Price

Priority Planting Plan with Tree Placement Model	$5,280.00	Firm Fixed Price
GIS PM Time, Maps, Deliverables	$8,016.00	Firm Fixed Price
Total	**$53,544.00**	

Additional Community Engagement:

DRG can support a variety of community engagement activities. These include:

- Photo contest or selfie contest to add interest to the plan,
- Tabling at community events (DRG develops marketing materials and trains city volunteers or staff on outreach),
- Neighborhood meetings,
- Tree tags showing the value of trees.

Timing (Gantt Chart) :

Task	Month											
	1	2	3	4	5	6	7	8	9	10	11	12
Inventory, Canopy Assessment, City Brochures												
Tree Inventory (A)												
Canopy Assessment (B)												
Update the City Brochures/Tree List (C)												
PLANNING												
Project Management												
Project Kickoff												
Bi-Weekly Meetings												
Steering Committee Meetings									or?			
Monthly Progress Reports												
Task 1: Document Review, Data, and Best Practices Research												
Program History Review												
Program Assessment												
Ordinance Review												
Policy Framework Review												
Task 2: Community Engagement												
Internal Stakeholder Meetings												
Task 3: Goals, Objectives, and Strategies Development												
Create plan outline												
Develop goals, objectives and strategies												
Begin implementation strategy												
Draft One												
Community Open House												or?
Task 4: Final Plan Development, Adoption and Rollout												
Draft Two												
Online Plan Review												
Final Draft												

☐ Pocatello led ☐ Option

Hourly Rates:

Team Member	Hourly Rate
Heywood	$165.00
Karcher	$165.00
Ayersman	$165.00
Sitz	$135.00
Blansett	$120.00
Cappon	$150.00
Davila	$135.00
Graphics Team	$90.00
GIS Team	$100-$135

Pricing Summary

The City agrees to the work listed below for a total of $129,154.00. The contract will be a not to exceed amount of $175,000.00

Task	Fee	Contract Type
Inventory	$37,950.00	Firm Fixed Price
Plan	$91,204.00	Firm Fixed Price
Totals:	**$129,154.00**	

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs, and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

Sincerely,

Dana Karcher

Dana Karcher
Project Developer
Davey Resource Group, Inc.
www.daveyresourcegroup.com

AGENDA ITEM NO. #13

EXECUTIVE SUMMARY
MONTE VISTA TO POCATELLO CREEK RD. PATHWAY PROJECT AGREEMENTS/CONTRACTS

To: Mayor Brian Blad and City Council Members

From: Merril Quayle, Public Works Development Engineer
Mariela Mejia, Project Manager

Date: Meeting Date – April 17, 2025

Re: Local Professional Services Agreement for Monte Vista to Pocatello Creek Rd. Pathway Project.

REQUEST

City Council may authorize the Mayor to execute the Local Professional Services Agreement between Idaho Transportation Department, Keller Associates, Inc., and the City of Pocatello, subject to legal review. There is no additional financial requirement or match for the project. The full match for the grant is covered by local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation).

BACKGROUND

In 2022, the City was awarded a Transportation Alternatives Program grant (TAP) for the Monte Vista to Pocatello Creek Road Pathway Project. The project is ready to proceed to the construction phase.

Local Highway Technical Advisory Council (LHTAC), sent to the City the SLA to initiate the construction phase. Under this agreement, Keller Associates Inc. will perform services that ensures that the project will be constructed in accordance with the established plans and specifications designed for this project, with inspectors monitoring the construction operation during the construction phase.

The match requirements for this TAP Grant is 7.34% for the programed cost. There is no fiscal impact to the City. Funding for the local match was received from local non-profit organizations (Portneuf Health Trust and Portneuf Greenway Foundation), along with the TAP grant funding.

STAFF RECOMMENDATION

Staff recommends that City Council accept and authorize the Mayor to execute the Local Professional Services Agreement between Idaho Transportation Department, Keller Associates Inc., and the City of Pocatello for construction inspection services for the Monte Vista to Pocatello Creek Rd Pathway project.

Attachment

LHTAC/Local Services Agreement for the Monte Vista to Pocatello Creek Rd. Pathway.

Agenda Item #13

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 10, 2025

Re: Local Professional Services Agreement with Keller Associates, Inc. for Monte Vista to Pocatello Creek Pathway Project

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I have reviewed the above referenced documents and have no legal concerns with the Council approving and authorizing the Mayor to sign ITD's Local Professional Services Agreement with Keller Associates on behalf of the City as the Local Sponsor.

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Agenda Item #13

Idaho Transportation Department

Local Professional Services Agreement

Agreement #: 97176

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the CITY OF POCATELLO, whose address is PO Box 4169 Pocatello, ID 832054169, hereinafter called the "Sponsor," and Keller Associates, Inc., whose address is 100 East Bower Street, Suite 110, , Meridian, ID, 83642, hereinafter called the "Consultant."

RATIFICATION

The Idaho Transportation Department, representing the Federal Highway Administration on all local federal-aid highway projects, is authorized to ratify all agreements for engineering services entered into between sponsoring local agencies and their retained consultants. All references to State used hereafter shall denote the Idaho Transportation Department.

NOW, THEREFORE, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

Project Name	Project #	Key #
OFFSYS, MONTE VISTA TO POCATELLO CR RD PATHWAY	A023(697)	23697

SUBCONSULTANTS

The State approves the Consultant's utilization of the following Subconsultants:

N/A

AGREEMENT ADMINISTRATOR

This Agreement shall be administered by Amanda LaMott, Safety TAP Engineer, LHTAC; (208) 344-0565; or an authorized representative.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

A. DESCRIPTION OF WORK

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
   a. **Attachment No. 1A** is the Consultant Agreement Specifications which are applicable to all agreements.
   b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

   In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No. 1.
2. Per Diem will be reimbursed at the current approved rates. These rates are listed at http://itd.idaho.gov/business/?target=consultant-agreements .

DUTIES AND RESPONSIBILITIES OF SPONSOR AND/OR STATE

The Sponsor and/or State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

TIME AND NOTICE TO PROCEED

A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by **1/31/2027**.

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B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

BASIS OF PAYMENT

A. Payment Basis: Specific Rates of Compensation (Loaded hourly rates [labor, OH & fee] plus direct expenses). Consultant agrees to accept as full compensation for all services rendered to the satisfaction of the State for completion of the work, the actual cost or Not-To-Exceed amount of the Agreement, whichever is lesser.

B. Compensation Amount

1. Not-To-Exceed Amount: **$111,706.00**
2. Additional Services Amount: **$0.00**
3. Total Agreement Amount: **$111,706.00**

C. The rates identified in Attachment No. 2 were negotiated and agreed upon by both parties to this Agreement. These rates will be fixed for the period of this Agreement.

D. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of **$111,706.00** to perform the work of this Agreement.

An additional services amount may be included in this Agreement. If so, the Sponsor will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year in this Agreement first written above.

KELLER ASSOCIATES, INC.
Consultant

DocuSigned by:
By: _____
9D6C2313A7C742D...

Title: Principal

CITY OF POCATELLO
Local Sponsor

By: _____

Title: _____

IDAHO TRANSPORTATION DEPARTMENT

By: _____

Title: _____

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Rev. 11/2024

IDAHO CODE CERTIFICATION FORM

Failure to comply with the terms of the referenced Idaho Code may result in breach of contract.

Anti-Boycott Clauses

Per the provisions of Idaho Code §§ 67-2346, Anti-Boycott Against Israel Act, and Idaho Code §§ 67-2347A, Prohibition on Contracts with Companies Boycotting Certain Sectors the undersigned certifies that it is not currently engaged in and will not for the duration of the contract engage in the following:

- boycott of goods or services from Israel or territories under its control; or
- boycott of any individual or company because the individual or company 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
- boycott of any individual or company because the individual or company engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Idaho Code § 18-3302(2)(d),

Prohibition on Contracts with Companies Owned or Operated by the Government of China

Idaho Code, §§ 67-2359 states "a public entity in this state may not enter into a contract with a company to acquire or dispose of services, supplies, information technology, or construction unless the contract includes a written certification that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China". Company certifies that it is not owned or operated by the government of China.

By signing below, I certify that this company understands and will comply with the aforementioned requirements

Signature of Company's authorized representative:

DocuSigned by:
9D6C2313A7C742D...

Signature

Keller Associates, Inc.

Company Name

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ATTACHMENT NO. 1A

CONSULTANT AGREEMENT SPECIFICATIONS
Construction Engineering & Inspection

These specifications supplement all Professional and Term agreements for Construction Engineering and Inspection services and shall be attached to said agreements.

I. DEFINITIONS

1. **Administrator**: Person directly responsible for administering a consultant agreement on behalf of the State or a Local Public Agency.

2. **Combined Overhead**: The sum of the payroll additives and general administrative overhead expressed as a percent of the direct labor cost.

3. **Cost**: Cost is the sum of the hourly charge out rate and other direct costs.

4. **Cost Plus Fixed Fee**: Cost Plus Fixed Fee is the sum of the payroll costs, combined overhead, and other direct costs, plus the fixed fee.

5. **CPM**: Critical Path Scheduling. The CPM will list all work tasks, their durations, negotiated milestones and their dates, and all State/Local review periods.

6. **Fixed Fee**: A dollar amount established to cover the Consultant's profit and business expenses not allocable to overhead. The fixed fee is based on a negotiated percent of direct labor cost and combined overhead and shall take into account the size, complexity, duration, and degree of risk involved in the work. The fee is “fixed,” i.e. it does not change. If extra work is authorized, an additional fixed fee can be negotiated, if appropriate.

7. **General Administrative Overhead (Indirect Expenses)**: The allowable overhead (indirect expenses) expressed as a percent of the direct labor cost.

8. **Hourly Charge Out Rate**: The negotiated hourly rate to be paid to the Consultant which includes all overhead for time worked directly on the project.

9. **Incentive/Disincentive Clause**: Allows for the increase or decrease of total agreement amount paid based on factors established in the agreement. Normally, these factors will be completion time and completion under budget.

10. **Lump Sum**: An agreed upon total amount, that will constitute full payment for all work described in the Agreement.

11. **Milestones**: Negotiated portions of projects to be completed within the negotiated time frame. Normally the time frame will be negotiated as a calendar date, but it could also be “working” or “calendar” days. As many milestones as the Consultant and the State believe necessary for the satisfactory completion of the agreement will be negotiated.

12. **Not-To-Exceed Amount**: The Agreement amount is considered to be a Not-to-Exceed amount, which amount shall be the maximum amount payable and shall not be exceeded unless adjusted by a Supplemental Agreement.

13. **Other Direct Costs**: The out-of-pocket costs and expenses directly related to the project that are not a part of the normal company overhead expense.

14. **Payroll Additives:** All payroll additives allocable to payroll costs such as FICA, State Unemployment Compensation, Federal Unemployment Compensation, Group Insurance,

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Workmen's Compensation, Holiday, Vacation, and Sick Leave. The payroll additive is expressed as a percent of the direct labor cost.

15. **Payroll Costs (Direct Labor Cost)**: The actual salaries paid to personnel for the time worked directly on the project. Payroll costs are referred to as direct labor cost.

16. **State**: Normally "State" refers to the Idaho Transportation Department. However, in the case of Local Sponsor projects, "State" may be interchangeable with "Sponsor", "Agreement Administrator" or just "Administrator".

17. **Unit Prices**: The allowable charge out rate for units or items directly related to the project that are not a part of the normal overhead expense.

NOTE: All cost accounting procedures, definitions of terms, payroll cost, payroll additives, general administrative overhead, direct cost, and fixed fee shall comply with Federal Acquisition Regulations, 48 CFR, Part 31 and be supported by audit accepted by the State.

II. STANDARD OF PERFORMANCE

The Consultant agrees that all work performed under this agreement will be performed professionally in accordance with the ITD Construction Manual, Standard Specifications for Highway Construction – Subsections 105.10 and 111, and other appropriate standards. The Consultant shall be responsible for construction engineering and inspection on all tasks assigned (as stated in the Scope of Services) when on duty to ensure they are constructed in substantial conformance to the plans, special provisions and specifications.

The Consultant shall identify and recommend corrections for any omissions, substitutions, defects and deficiencies in the work of the Contractor.

III. AGREEMENT ADMINISTRATOR

The Agreement Administrator will administer this agreement for performance and payment, and will decide all questions which may arise as to quality and acceptability of the work, rate of progress, definition of work to be performed, and acceptable fulfillment of this Agreement. The Consultant shall address all correspondence, make all requests, and deliver all documents to the Administrator. The Administrator shall be responsible for the timely coordination of all work performed by the State or their representatives.

IV. PERSONNEL

The Consultant shall provide adequate staff of experienced personnel or subconsultants capable of and devoted to the successful accomplishment of work to be performed under this agreement. The specific individuals or subconsultants listed in the agreement, including Project Manager, shall be subject to approval by the State and shall not be removed or replaced without the prior written approval of ITD. Replacement personnel submitted for approval must have qualifications, experience and expertise at least equal to those listed in the proposal

V. SUBCONSULTANTS

The Consultant shall have sole responsibility for the management, direction, and control of each Subconsultant and shall be responsible and liable to the State for the satisfactory performance and quality of work performed by Subconsultants under the terms and conditions of this Agreement. The Consultant shall include all the applicable terms and conditions of this Agreement in each

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Subconsultant Agreement between the Consultant and Subconsultant, and provide the State with a copy of each Subconsultant Agreement prior to the Subconsultant beginning work. No other Subconsultant shall be used by the Consultant without prior written consent by the State.

VI. DIRECT COST

It is understood that overtime will be incurred after forty (40) hours of work for this agreement during each week. When the need for overtime has been approved by the Agreement Administrator, the overhead rate and fee are **not** to be applied to the premium time paid.

The out-of-pocket cost and expenses directly related to the project must be pre-approved and agreed to, by the Agreement Administrator, prior to receiving any compensation. Relocation, lodging and Per Diem cost will not be allowed for this type of agreement unless agreed and pre-approved by the Agreement Administrator.

VII. PROFESSIONAL SERVICES AUTHORIZATION

1. A written PROFESSIONAL SERVICES AUTHORIZATION (PSA) will be issued by the State to authorize the Consultant to proceed with a specific portion of the work under this Agreement. The number of PSAs required to accomplish all the work under this Agreement is one to several. Each PSA will authorize a maximum dollar amount for which the PSA represents. The State assumes no obligation of any kind for expenses incurred by the Consultant prior to the issuance of the PSA; for any expenses incurred by the Consultant for services performed outside the work authorized by the PSA; and for any dollar amount greater than authorized by the PSA.

2. It is not necessary for a PSA to be completed prior to the issuance of the next PSA. The Consultant shall not perform work which has not been authorized by a PSA. When the money authorized by a PSA is nearly exhausted, the Consultant shall inform the Administrator of the need for the next PSA. The Administrator must concur with the Consultant prior to the issuance of the next PSA.

3. The Agreement amount is lump sum, unit cost, or cost plus fixed fee amount for the negotiated services and an additional services amount is set up for possible extra work not contemplated in original scope of work. For the Consultant to receive payment for any work under the additional services amount of this Agreement, said work must be performed under a PSA issued by the State. Should the State request that the Consultant perform additional services, then the scope of work and method of payment will be negotiated. The basis of payment for additional work will be set up either as a Lump Sum or Cost Plus Fixed Fee.

VIII. MONTHLY PROGRESS REPORT

The Consultant shall submit to the State a monthly progress report on Form ITD-771, as furnished by the State.

The monthly progress report will be submitted by the tenth of each month following the month being reported or as agreed upon in the scope of services.

The Agreement Administrator will review the progress report and submit approved billings for payment within two weeks of receiving monthly report.

Each progress report shall list billings by PSA number and reference milestones.

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IX. PROGRESS AND FINAL PAYMENTS

1. Progress payments will be made once a month for services performed which qualify for payment under the terms and conditions of the Agreement. Such payment will be made based on invoices submitted by the Consultant in the format required by the State. The monthly invoice shall be submitted by the tenth of each month following the month being invoiced.

   Lump Sum

   Progress payments will be made, based on a percentage of the work or milestones satisfactorily completed.

   Cost Plus Fixed Fee

   The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work, each milestone and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost less the fixed fee for the work satisfactorily completed for each billing period. Said payment shall not exceed the percent complete of the entire Agreement. Upon satisfactory completion of each milestone, full payment for all approved work performed for that milestone will be made including Fixed Fee.

   Cost

   The Consultant shall submit a breakdown of costs by each item of work on the monthly invoice, and shall show the percent complete of each item of work and percent complete of the entire Agreement. Progress payments will be made based on the invoiced cost for the work satisfactorily completed for each item of work. Said payment shall not exceed the percent complete of the entire Agreement.

   Direct expenses will be reimbursed at actual cost, not to exceed the current approved rates as identified at http://itd.idaho.gov/business/?target=consultant-agreements .

   For “Cost Plus Fixed Fee” and “Cost” agreements, invoices must include backup documentation to support expenditures as appropriate, and as requested by the Agreement Administrator. Such support may consist of copies of time sheets or cost accounting system print-out of employee time, and receipts for direct expenses.

2. The State will make full payment for the value of the services performed which qualify for payment. This full payment will apply until 95 percent of the work under each Project Agreement or Work Task has been completed. No further progress payments will be made until all work under the individual agreement has been satisfactorily accomplished.

   If at any time, the State determines that the work is not progressing in a satisfactory manner, the State may refuse to make full progress payments and may withhold from any progress payment(s) such sums that are deemed appropriate for unsatisfactory services.

3. Final payment of all amounts retained shall be due 90 days after all work under the Agreement has been completed by the Consultant and accepted by the State. Such final payment will not be made until satisfactory evidence by affidavit is submitted to the State that all indebtedness incurred by the Consultant on this project has been fully satisfied.

4. Agreements which include an incentive/disincentive clause will normally have the clause applied only to the completion of the milestones identified.

5. Payments to Subconsultants

   Consultant shall pay each subconsultant for satisfactory performance of its contract items no later than twenty (20) calendar days from receipt of each payment the consultant receives from the State, in accordance with 49 CFR, Part 26. The consultant shall return retainage

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payments to each subconsultant within twenty (20) calendar days after the subconsultant's work is satisfactorily completed. The Consultant will verify that payment or retainage has been released to the subconsultant or suppliers within the specified time for each partial payment or partial acceptance by the Department through entries in the Department's online diversity tracking system during the corresponding monthly audits.

Prompt payment will be monitored and enforced through the Consultant's reporting of monthly payments to its subconsultants and suppliers in the online diversity tracking system. Subconsultants, including lower tier subconsultants, suppliers, or both, will confirm the timeliness and the payment amounts received utilizing the online diversity tracking system. Discrepancies will be investigated by the Contract Compliance Officer and the Contract Administrator. Payments to the subconsultants, including lower tier subconsultants, and including retainage release after the subconsultant or lower tier subconsultant's work has been accepted, will be reported monthly by the Consultant or the subconsultant.

The Consultant will ensure its subconsultants, including lower tier subconsultants, and suppliers meet these requirements.

X. MISCELLANEOUS PROVISIONS

1. COVENANT AGAINST CONTINGENT FEES

a. The Consultant warrants that they have not:

Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person to solicit or secure this contract, other than a bona fide employee of the firm;

agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or;

paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee of the firm) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

b. The State warrants that the above consulting firm, or firm representative, has not been required, directly or indirectly as an expressed or implied condition in connection with obtaining or carrying out this contract to:

Employ or retain, or agree to employ or retain, any firm or person, or;
pay, or agree to pay to any firm, person or organization, any fee, contribution, donation or consideration of any kind.

2. PROHIBITION AGAINST HIRING PERSONNEL AND WORKING FOR CONTRACTOR

In compliance with the Code of Federal Regulations, (23 CFR, Section 1.33, Conflict of Interest), the Consultant agrees that no one in their employ will work on a part time basis under this Agreement while also in the full-time employ of any Federal Agency or the State, without the written consent of the public employer of such person. The Consultant agrees that no one in their employ under any circumstances shall perform any services for the contractor on the construction of this project. This includes employees who leave the Consultant's employment.

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3. CHANGES IN WORK

All changes in work shall conform to one or more of the following conditions and in no instance shall such change in work be undertaken without written order or written approval of the State.

a. Increase in the work required by the State due to unforeseen circumstances.
b. Revision in the work required by the State subsequent to acceptance of such work at the appropriate conference or after revision of such work as outlined at said conference.
c. Items of work which are beyond the scope of intent of this Agreement and pre-approved by the State.
d. Reduction in the work required by the State due to unforeseen circumstances.

An increase in compensation shall not result from underestimating the complexity of the work.

Adjustment in compensation for either an increase or reduction in work shall be on a negotiated basis arrived at by mutual agreement between the State and the Consultant. During such negotiations the State may examine the documented payrolls, transportation and subsistence costs paid employees actively engaged in the performance of a similar item or items of work on the project, and by estimated overhead and profit from such similar items or items of work.

Said mutual agreement for a negotiated increase or reduction in compensation shall be determined prior to commencement of operations for an increase in a specific item or items of work. In the case of State order for nonperformance a reduction in the specific item or items of work will be made as soon as circumstances permit. In the event that a mutual agreement is not reached in negotiations for an increase in work, the State will use other methods to perform such item or items of work.

The mutually agreed amount shall be covered by a Supplemental Agreement and shall be added to or subtracted from the total amount of the original Agreement.

Adjustment of time to complete the work as may pertain to an increase or a reduction in the work shall be arrived at by mutual agreement of the State and the Consultant after study of the change in scope of the work.

4. DELAYS AND EXTENSIONS

a. Extensions of time may be granted for the following reasons:

   i. Delays in major portions of the work caused by excessive time used in processing of submittals, delays caused by the State, or other similar items which are beyond the control of the Consultant.

   ii. Additional work ordered in writing by the State.

b. Extensions of time will not be granted for the following reasons:

   i. Underestimating complexity of work.

   ii. Redoing work rejected by the State.

5. TERMINATION

The State may terminate or abandon this Agreement at any time upon giving notice of termination hereof as hereinafter provided, for any of the following reasons:

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a. Evidence that progress is being delayed consistently below the progress indicated in a schedule of operations given to the State at meetings and conferences herein provided for.

b. Continued submission of sub-standard work.

c. Violation of any of the terms of conditions set forth in the Agreement, other than for the reasons set forth in a and b above.

d. At the convenience of the State.

Prior to giving notice of termination for the reasons set forth in a and b above, the State shall notify the Consultant in writing of any deficiencies or default in the performance of the terms of this Agreement, and said Consultant shall have ten (10) days thereafter in which to correct or remedy any such default or deficiency, and upon their failure to do so within said ten (10) days, or for the reasons set forth in 3 above, such notice of termination in writing shall be given by the State. Upon receipt of said notice the Consultant shall immediately discontinue all work and service unless directed otherwise, and shall transfer all documents pertaining to the work and services covered under this Agreement, to the State. Upon receipt by the State of said documents, payment shall be made to the Consultant as provided herein for all acceptable work and services.

6. DISPUTES

Should any dispute arise as to performance or abnormal conditions affecting the work, such dispute shall be referred to the Director of the Idaho Transportation Department or his duly authorized representative(s) for determination.

Such determination shall be final and conclusive unless, within thirty (30) days of receipt of the decision Consultant files for arbitration. Consultant agrees that any arbitration hearing shall be conducted in Boise, Idaho. Consultant and State agree to be bound by the decision of the arbitration. Expenses incurred due to the arbitration will be shared equally by the parties involved.

7. ACCEPTANCE OF WORK

a. The Consultant warrants that all work submitted shall be in accordance with good professional practices and shall meet tolerances of accuracy required by State practices and procedures.

b. Acceptance of the work shall not constitute a waiver of any of the State's rights under this agreement or in any way relieve the consultant of any liability under their warranty or otherwise.

c. It is understood by the Consultant that the State is relying upon the professional expertise and ability of the Consultant in performance of this contract. Any examination of the Consultant’s work product by the State will not be considered acceptance or approval of the work product which would relieve the Consultant for any liability or expense.

Acceptance or approval of any portion of Consultant’s work product by the State or payment, partial or final, shall not constitutes a waiver of any rights the State may have against the Consultant. The Consultant shall respond to the State’s notice of any error or omission within twenty four hours of receipt, and give immediate attention to any corrections to minimize any delay to the construction contract.

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If the Consultant discovers errors or omissions in its work, it shall notify the State within seven days of discovery. Failure of the Consultant to notify the State shall be grounds for termination of the agreement.

The Consultant's liability for damages incurred by the State due to negligent acts, errors or omissions by the Consultant in its work shall be borne by the Consultant. Increased construction costs resulting from errors, omissions or negligence in Consultant's work product shall not be the Consultant's responsibility unless the additional construction costs were the result of gross negligence of the Consultant.

8. OWNERSHIP OF DOCUMENTS

All material acquired or produced by the Consultant in conjunction with this project, shall become the property of, and be delivered to, the State without restrictions or limitations of their further use. However, in any case, the Consultant has the right to make and retain copies of all data and documents for project files. Documents provided to the State may be public records under the Public Records Act §§ 74-101 through 74-126 and Idaho Code §§ 9-338 *et seq*, and thus subject to public disclosure unless excepted by the laws of the state of Idaho, otherwise ordered by the courts of the state of Idaho, and/or otherwise protected by relevant state and/or federal law.

9. INDEMNITY

Concerning claims of third parties, the Consultant and the State to the extent the State may do so will indemnify, save harmless and defend each other from the damages of and against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses and reasonable attorney fees that may be incurred by reason of any negligent act, error or omission of the Consultant or the State in the prosecution of the work which is the subject of this Agreement.

Concerning claims of the State, the Consultant shall assume the liability and responsibility for negligent acts, errors or omissions caused by the Consultant or their agents or employees to the assignments completed under this Agreement, to the standards accepted at the time of work, and until one (1) year after the project construction has been completed. The State shall have until that time to give the consultant notice of the claim.

Notwithstanding any other provision of this Agreement, the Consultant shall not be responsible for claims arising from the willful misconduct or negligent acts, errors, or omissions of the State for contamination of the project site which pre-exist the date of this Agreement or subsequent Task Authorizations. Pre-existing contamination shall include but not be limited to any contamination or the potential for contamination, or any risk to impairment of health related to the presence of hazardous materials or substances. The State agrees to indemnify, defend, and hold harmless the Consultant from and against any claim, liability or defense cost related to any such pre-existing contamination except for claims caused by the negligence, or willful misconduct of the Consultant.

The Consultant, its agents, officials, employees, and subconsultant will be authorized representatives for the State and shall be protected against all suits, actions, claims or cost, expenses and attorney fees in accordance with Subsection 107.10 of the Standard Specifications for Highway Construction 2012; and shall be protected against all personal liability in accordance with Subsection 107.13 of the Standard Specifications for Highway Construction 2012.

10. INSURANCE

The Consultant, certifying it is an independent contractor licensed in the State of Idaho, shall acquire and maintain commercial general liability insurance in the amount of $500,000.00 per occurrence, and worker compensation insurance in accordance with Idaho Law.

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Regarding workers' compensation insurance, the consultant must provide either a certificate of workers' compensation insurance issued by an insurance company licensed to write workers' compensation insurance in the State of Idaho as evidence that the consultant has a current Idaho workers' compensation insurance policy in effect, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.

The Consultant shall provide the State with certificates of insurance within ten (10) days of the Notice to Proceed.

11. LEGAL COMPLIANCE

The Consultant at all times shall observe and comply with all Federal, State and local laws, by-laws, safety laws, and any and all codes, ordinances and regulations affecting the work in any manner. The Consultant agrees that any recourse to legal action pursuant to this agreement shall be brought in the District Court of the State of Idaho, situated in Ada County, Idaho.

12. SUBLETTING

The services to be performed under this Agreement shall not be assigned, sublet, or transferred except by written consent of the State. Written consent to sublet, transfer or assign any portions of the work shall not be construed to relieve the Consultant of any responsibility for the fulfillment of this Agreement or any portion thereof.

13. PERMITS AND LICENSES

The Consultant shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of the work.

14. PATENTS

The Consultant shall hold and save the State and its agents harmless from any and all claims for infringement by reason of the use of any patented design, device, material process, trademark, or copyright.

15. NON-DISCRIMINATION ASSURANCES

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

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3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1. through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

16. INSPECTION OF COST RECORDS

The Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the project. They shall make such data available for inspection, and audit, by duly authorized personnel, at reasonable times during the life of this Agreement, and for a period of three (3) years subsequent to date of final payment under this Agreement, unless an audit has been announced or is underway; in that instance, records must be maintained until the audit is completed and any findings have been resolved. Failure to provide access to records may affect payment and may constitute a breach of contract.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By signing this document the Consultant certifies to the best of his knowledge and belief that except as noted on an attached Exception, the company or its subcontractors, material suppliers, vendors or other lower tier participants on this project:

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a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records making false statements, or receiving stolen property;

c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

d. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

NOTE: Exceptions will not necessarily result in denial of award, but will be considered in determining Consultant responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

18. CERTIFICATION CONCERNING LOBBYING ACTIVITIES

By signing this document, the Consultant certifies to the best of their knowledge and belief that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Consultant also agrees that he or she shall require that the language of this certification shall be included in all lower tier subcontracts, which exceed $100,000, and that all such sub-recipients shall certify and disclose accordingly.

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19. EMPLOYEE ELIGIBILITY

The Consultant warrants and takes the steps to verify that it does not knowingly hire or engage persons not authorized to work in the United States; and that any misrepresentation in this regard or any employment of person not authorized to work in the United States constitutes a material breach and shall be cause for the imposition of monetary penalties up to five percent (5%) of the contract price, per violation, and/or termination of its contract.

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SCOPE OF SERVICES FOR
CONSTRUCTION ENGINEERING & INSPECTION (CE&I) SERVICES

PROJECT: OFF SYSTEM, MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY, POCATELLO
PROJECT NO.: A023(697)
KEY NO.: 23697
DATE: DECEMBER 12, 2024

This scope of work is to provide Construction Engineering, Inspection & Sampling (CE&I) Services to include contract administration, inspection, and project office documentation under the general direction of the assigned Local Highway Technical Assistance Council (LHTAC) Resident Engineer, for construction of the South 5th Avenue project located in Pocatello for the City of Pocatello (SPONSOR). Keller Associates (CONSULTANT) will provide the LHTAC with experienced management, construction administration, and inspection personnel. Through this contract, CONSULTANT will inspect and document to ITD standards, the activities associated with the project to the level necessary to administer the contract.

CONSULTANT's role is limited to the scope of services described herein and is working under the authority of the LHTAC. CONSULTANT shall not have the authority to modify the Contract Documents, scope of Contractor's Work, performance times, or payment to the Contractor. The LHTAC is responsible for authorizing all changes to the Contract Documents, approving all payments to the Contractor, and final acceptance of the Work.

The following tasks represent the individual services that are to be provided by CONSULTANT under this agreement:

PRIMARY TASKS:

1. **Construction Administration** – CONSULTANT will provide the qualified personnel necessary to administer the Plans, Special Provisions, and Specifications of the project to ensure the project is accepted by the LHTAC and the SPONSOR. The following sub-tasks represent a partial list of those activities necessary to administer the contract.

    1.1. Submittal Log & Minimum Testing Requirements (MTR's) – CONSULTANT will develop a list of required submittals for the project prior to start of construction and will also track and maintain a log of shop drawings and submittals and encourage reviewers to complete their review in a timely manner. Deficiencies will be promptly reported. CONSULTANT will also develop the MTR list for the project prior to start of construction. This information will be used to track the materials testing required on the project and coordination of the testing lab responsible for processing of samples and reporting results.

    Performance Assumptions:

    i. Minimum Testing Requirements (MTR's) will be prepared for review and approval by the LHTAC Resident Engineer.

    ii. MTRs will be based on the ITD Quality Assurance Manual, 2024 Buy America Insert, and 2023 Quality Assurance Special Provision for State Acceptance (12/7/2023), with

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modifications requiring all sampling and testing to be the responsibility of the Contractor.

1.2. Pre-Construction Conference – CONSULTANT will facilitate the Pre-Construction Conference including forms and exhibits provided by or coordinated with the LHTAC.

Performance Assumptions:

i. The meeting will be held at City offices in-person. The CONSULTANT'S project manager and lead inspector will attend.

i. Coordinate and perform one (1) conference with the Local Sponsor, the LHTAC, the Contractor, Utilities, and other applicable parties.

ii. Prepare and distribute the pre-con meeting minutes.

1.3. Labor Compliance – The Contractor's and Sub-contractor's certified payroll wage rates will be verified, documented, and tracked for format, classification, pay scale, timely submissions, and concurrence with field reviews.

Performance Assumptions:

i. CONSULTANT will review and present subcontracts for approval by the LHTAC prior to start of work.

ii. Maintain filing system for certified payrolls and EEO compliance reports using ITD 2002 form and notify contractors on incorrect classification, pay scales, etc.

iii. Conduct labor interviews (ITD 2014), complete CUF interviews (ITD 1701) for all DBE firms and notify contractors on incorrect classification, pay scales, etc.

iv. Maintain records in compliance with Title VI requirements.

1.4. Civil Rights Compliance – Consultant and Contractor personnel will be monitored for civil rights compliance. The LHTAC Resident Engineer will be notified of instances of non-compliance.

Performance Assumptions:

i. Inspect Project Board for required Civil Rights and EEO Compliance Postings.

1.5. Filing & Records Verification – Project files will be posted to ProjectWise and maintained on a weekly basis. Electronic copies of important or requested information will be readily available to the LHTAC Resident Engineer on ProjectWise. An on-going process of periodic checks of the files will occur during the project to ensure that all records are being accurately kept and the filing system is up to date.

Performance Assumptions:

i. Maintain project filing system electronically using ProjectWise

ii. Address periodic review comments.

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iii. Maintain all correspondence documents electronically. Do not submit hard copy correspondence to the LHTAC.

iv. Post contract bid item testing and certification documentation to ProjectWise – CONSULTANT will post acceptance certifications and testing results for each bid item to ProjectWise using the current (at time of SOW development) ITD outlined file attribute method. CONSULTANT will post material test reports within 24 hours of receiving documentation.

v. AASHTOWare will not be used for this project.

1.6. Progress Estimate Preparation – For each scheduled progress estimate, documentation will be prepared for and presented to the LHTAC Resident that contains the quantities and backup for each bid item payment with a summary sheet showing the amounts to be paid. Final check and authorization will be by LHTAC. Materials test reports and certifications will be checked and posted into Projectwise.

Performance Assumptions:

i. Prepare monthly pay estimate packages, a total of 3 estimates are anticipated.

ii. ITD 2242 Time Accounting form will be provided with each pay estimate development.

1.7. Materials Certifications – Certifications, as required by bid item, will be requested for all materials incorporated into the project. No materials will be accepted for payment until the certifications are received and reviewed for acceptance.

1.8. Contract Changes- Requests received from the Contractor for time extensions, contract changes, and extra work will be reviewed and analyzed in coordination with the LHTAC Resident Engineer.

1.9. Progress Meetings- Periodic progress meetings will be held on site or at a location agreed to by the Contractor, Sponsor and Consultant.

Performance Assumptions:

i. Attend and conduct weekly/periodic progress meetings and prepare minutes for distribution and review.

ii. Meetings will be conducted in person with a virtual option for remote attendees via Microsoft Teams.

1.10. Monthly Invoicing – Monthly invoices of CONSULTANT labor will be submitted to the LHTAC Resident Engineer for review and processing each month. Each invoice package will contain approved timesheets for all labor expended and appropriate backup for all direct costs. CONSULTANT will formally notify the Agreement Administrator upon reaching the expended contract amount. Four invoices are anticipated.

1.11. Change Orders - CONSULTANT will submit Change Orders for review and processing by the LHTAC Resident Engineer. Contract Time accounting will be reviewed for time adjustment by Critical Path Method analysis when warranted by change orders.

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Performance Assumptions:

i. CONSULTANT will consult with the SPONSOR and the LHTAC Resident Engineer and prepare the change order form and backup information for review by the LHTAC Resident Engineer.

ii. LHTAC and SPONSOR will provide approval of Change Orders.

iii. This scope of work assumes up to two (2) Change Orders. Should the magnitude or number of the change orders required exceed what is estimated additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result

1.12. Contract Submittal Review – Contract submittals will be reviewed as necessary. It is understood that some interpretations and clarifications will be directed to the LHTAC Resident Engineer or Design Engineer of Record.

Performance Assumptions:

i. Traffic Control Plans – Traffic Control Plans will be reviewed for compliance with MUTCD and ITD specifications.

ii. CPM Schedule Review – The contractor's CPM Schedule will be reviewed to ensure that activity dates are correctly recorded for accuracy.

iii. Submittals – Consultant will review submittals for material to be incorporated into project per the specifications.

iv. Interpretations and Clarifications – It is expected that CONSULTANT will perform routine interpretations and clarifications on the project. Sensitive decisions and interpretations or those that effect Erosion and Environmental permitting will be reviewed by the LHTAC Resident Engineer prior to final disposition.

v. Shop Drawings - Consultant will transmit shop drawings for their review and approval. Consultant will notify LHTAC when these are transmitted. CONSULTANT will notify the LHTAC Resident Engineer when shop drawings are transmitted for external review.

vi. Contractor source approval requests, staging area requests, and waste site approval requests will be reviewed and approved through coordination with the LHTAC with the LHTAC Resident Engineer.

vii. Hot Mix Asphalt designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Pavement Engineer per the QA Manual requirements.

viii. Contractor concrete mix designs will be processed and approved through coordination with the LHTAC Resident Engineer and ITD's Materials Engineer per the QA Manual requirements.

ix. CONSULTANT will check items found on the ITD Qualified Products List prior to the material being incorporated into the project.

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x. CONSULTANT will review the Stormwater Pollution Prevention Plan (PPP) and recommend corrections to the LHTAC Resident Engineer and Contractor.

xi. LHTAC will provide approval of submittals and RFIs as needed for issues that cannot be resolved by CONSULTANT staff.

1.13. Public Relations – CONSULTANT will respond to and coordinate public inquiries and/or concerns with the Contractor and the LHTAC Resident Engineer for appropriate action. Records of contacts and responses will be maintained

1.14. Prompt Payment & DBE Race Neutral – prior to final payment and release of retainage, CONSULTANT will collect the TAP-specific prompt payment notarized forms from each subcontractor. CONSULTANT will also collect payment information (in lieu of B2GNow) to provide to the LHTAC Resident Engineer.

1.15. Pre-paving Meeting – CONSULTANT will facilitate a pre-paving meeting with the Contractor as appropriate.

Performance Assumptions:

i. Coordinate and perform one (1) pre-pave meeting with LHTAC and the Contractor.

ii. The Pre-paving Meeting will occur during a regularly scheduled progress meeting.

iii. The meeting to be held in person. The CONSULTANT'S project manager may attend virtually, and lead inspector will attend in person.

iv. Prepare and distribute one (1) pre-pave agenda and minutes.

2. **Survey Verification** – CONSULTANT will check and verify Contractor surveys for accuracy and compliance with the plans and specifications. This work will be conducted by the CONSULTANT'S inspection staff during normal inspection hours. If it is determined by the CONSULTANT and the LHTAC Resident Engineer that the CONSULTANT'S surveyor is needed for verification, additional compensation may be negotiated.

3. **Project Inspection** – Inspection will be performed by CONSULTANT on an as-needed basis. The SPONSOR may augment inspection but cannot be reimbursed by project costs.

3.1. Inspections and Inspector Diaries – Inspection is assumed to occur for an average of 3 hours per day including travel. Daily reports will be prepared to record the Contractor's hours on the site, weather conditions, data relative to questions of change orders, field orders, or changed conditions, site visitors, daily activities, labor compliance interviews, civil rights compliance postings, decisions, observations in general, and specific observations in more detail as the case of observing test procedures. Project diaries will be maintained in the project files. Certificates of inspections, tests, and approvals required by the Contract Documents will be received and reviewed.

3.2. Identify and Recommend Corrections- Perform construction site inspections of the Contractor activities. Identify non-compliant work including any omissions, substitutions, defects and

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deficiencies in the work of the Contractor discovered by CONSULTANT during project inspection and document with recommendations to the LHTAC Resident Engineer.

3.3. Pay Quantity Collection- Pay documents will be provided and quantity measurements will be checked for accuracy.

3.4. Environmental & Erosion Control Monitoring

Performance Assumptions:

i. If a SWPPP is required for the referenced project, the CONSULTANT will provide a certified NPDES inspector, which has at a minimum the WPCM qualification, who will monitor the Contractor's compliance with all permits and storm water plans.

ii. Consultant will review weekly monitoring reports prepared by the Contractor. Reports will be uploaded to ProjectWise for the LHTAC Resident Engineer's review and approval.

iii. This scope includes one inspection per week with one additional inspection per month for storm driven events. The scope includes 1 hour per inspection. The scope does not include monthly inspections after the final stabilization measures are in place. Additional inspections will be negotiated as supplemental work.

4. **Materials Sampling & Testing** – CONSULTANT will coordinate materials sampling & testing services as required by the Contract and the LHTAC Resident Engineer. The following items represent the major sub-tasks required for administering this portion of the agreement.

4.1. Acceptance sampling & testing for embankment, aggregates, concrete, plant mix, etc. will not be required and will not be performed by CONSULTANT. Acceptance will be based on Contractor Quality Control tests as specified in the MTRs.

4.2. Prepare and Transmit Test Results – Review and file contractor testing results. Observed noncompliance will be communicated to the contractor and LHTAC.

4.3. Schedule for Sampling – the LHTAC Resident Engineer will be informed of the project sampling and testing schedule and all documentation reports of sampling and testing will be completed and submitted the same week the work is done or as otherwise directed.

4.4. Acceptability of "or-equal" Products – CONSULTANT will evaluate and determine the acceptability of substitute, or "or-equal" materials and equipment proposed by the Contractor. Recommendations will be made to the LHTAC Resident Engineer for change orders before allowing any substitutes.

Performance Assumptions:

i. All sampling and testing will be performed by the Contractor.

ii. No QASP statistical analysis is required and therefore not included in this scope of work.

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5. **Record Drawings & Project Close-Out** – CONSULTANT will review the As-built drawings submitted by the Contractor. At project close-out, all records will be finalized and quantity calculations verified. A final package of records will be submitted to the LHTAC Resident Engineer for review and acceptance within 30 days of project completion date.

   Performance Assumptions:

   5.1. Verify that all necessary documents have been received for submission of contractor's affidavit of payment.

   5.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, including certificates of inspection, tests and approvals, shop drawings, samples, and the annotated record documents which are to be assembled by the Contractor in accordance with the Contract Documents to obtain final payment.

   5.3. Promptly conduct an inspection after notice from the Contractor that the entire work is ready for its intended use, in the company of the SPONSOR, LHTAC Resident Engineer and the Contractor, to determine if the work is Substantially Complete. Develop a punch list for the completion of the work prior to final acceptance or substantial completion where required.

   5.4. Participate in a final inspection, to include representatives from the SPONSOR and LHTAC, to determine if the completed work by the contractor is acceptable so that the LHTAC may recommend in writing, final payment to the Contractor.

   5.5. CONSULTANT will review As-built record plans received from the Contractor. CONSULTANT will forward to LHTAC record plans showing appropriate record information based on project annotated documents received and deemed acceptable from the Contractor.

   5.6. Full and final project documentation in ProjectWise must be completed no later than 30 days after the project work complete date or after final documentation has been submitted by the Contractor.

6. **Key Understandings**

   6.1. **Project Schedule** - CONSULTANT proposes to implement its services within the following schedule: The scope of work for this project will run in accordance with the contractor's construction schedule. It is anticipated that CONSULTANT will be engaged in CE&I services for three months beginning between June 5, 2023 and no later than July 24, 2023.

   6.2. **Professional Service Fee** - CONSULTANT will invoice the LHTAC Resident Engineer for professional services described in this Scope of Work. CONSULTANT will invoice the LHTAC Resident Engineer for professional labor and reimbursable expenses based on the Cost Estimate and will bill only for the efforts actually expensed to complete the project in accordance with the provisions of the ITD Task Order for this work.

   The fee estimate, level-of-effort projections, and schedule assumptions represent CONSULTANTS professional judgment. They are presented to allow a review of our approach. As we initiate activities, it may become apparent some modifications to this proposal are necessary due to changes in the Contractor's schedule. CONSULTANT will advise the LHTAC Resident Engineer of such issues

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and any fee and/or schedule impact prior to implementing revised activities.

6.3. It is anticipated that each CONSULTANT personnel assigned to the project will be furnished with a vehicle, digital camera and cellular phone by CONSULTANT and all work will be under the supervision of the LHTAC Resident Engineer or his assigned representative.

6.4. LHTAC will provide plans and specifications/contracts to the CONSULTANT.

6.5. Claims are not included in the project estimate. Should a claim arise, additional compensation will be considered and negotiated in a mutually agreeable manner with CONSULTANT for additional work that may result.

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PROJECT LOCATION: OFF SYSTEM, MONTE VISTA TO POCATELLO CREEK ROAD PATHWAY, POCATELLO
PROJECT NUMBER: A023(697)
PROJECT KEY NUMBER: 23697

Keller Associates - SUMMARY OF COSTS

A. SUMMARY ESTIMATED MAN-DAY COSTS

	Position	Man-Days		Man-Hours		Raw Hourly Rate		Raw Labor Cost
1	Principal	1	=	4	@	$75.96	= $	303.84
2	Project Manager	29	=	233	@	$53.85	= $	12,520.13
3	Lead Inspector	40	=	317	@	$42.33	= $	13,418.61
4	Staff Engineer	3	=	23	@	$34.62	= $	796.26
5	Records Inspector/QC	20	=	157	@	$48.56	= $	7,623.92
6	Survey Techincian	8	=	60	@	$39.75	= $	2,385.00
7	Admin/ Clerical	1.5	=	12	@	$38.00	= $	456.00
					TOTAL RAW LABOR COST		**= $**	**37,503.76**

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Approved Overhead Rate*	**150.15%**	X	$37,503.76	**(Total Raw Labor Cost)**	=	**$56,311.90**
C. NET FEE **	**14.00%**	X	$93,815.66	**(Total Raw Labor & Overhead)**	=	**$13,134.19**
D. FCCM	**0.70%**	X	$37,503.76	**(Total Raw Labor)**	=	**$262.53**

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount			Unit Cost			Estimated Expense
1	Vehicle Mileage							
	PM (Pocatello office to/from project)	9 Trips	6 Mi	54	@ $ 0.700	/Mile	= $	37.80
	Lead Inspector (IF Office to/from Project)	67 Trips	95 Mi	6,365	@ $ 0.700	/Mile	= $	4,455.50
2	Per Diem***							
	None				@	/Day	= $	-
				TOTAL ESTIMATED EXPENSE			**= $**	**4,493.30**

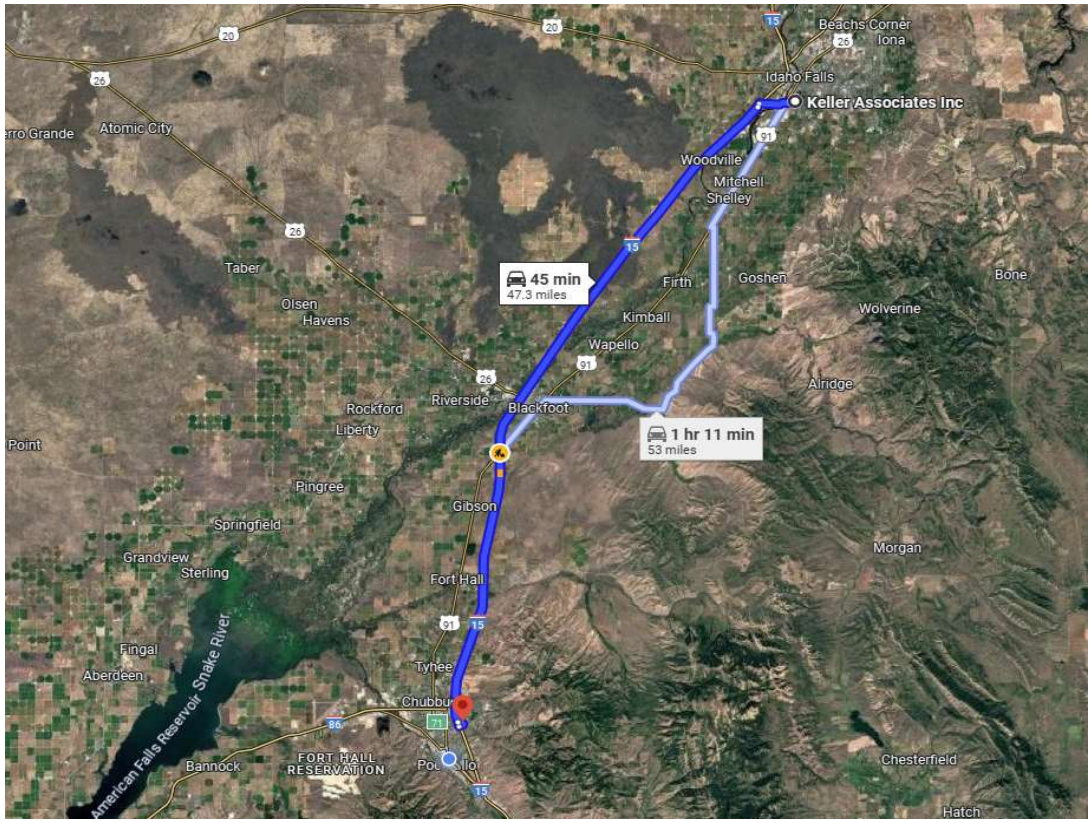
TOTAL	**=**	**$111,705.68**
Constr Amt		2,000,000.00
% of Constr.		6%

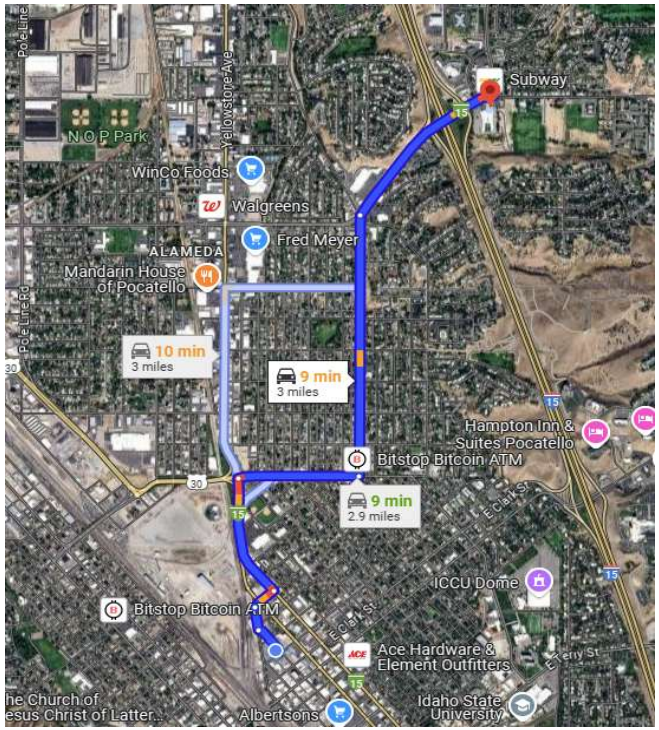
* As per our Approved Overhead Rate Letter
** Calculated from Fee Matrix
*** Not to Exceed the "FEDERAL PER DIEM RATES FOR IDAHO"

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Keller Associates - Project Personnel

		Principal	Project Manager	Lead Inspector	Staff Engineer	Records Inspector/QC	Survey Technician	Admin/ Clerical	TOTAL
	44 WDs. Start 3/1/25 to 5/1/25	$ 210.50	$ 149.23	$ 117.30	$ 95.94	$ 134.57	$ 110.16	$ 105.31	
1.0	**Construction Administration**								
1.1	Submittal Log & MTR's		24.00	2.00	12.00	4.00			42.00
1.2	Pre-Construction Conference		4.50	4.00		3.00			11.50
1.3	Labor Compliance		16.00	8.00		20.00			44.00
1.4	Civil Rights Compliance					2.00			2.00
1.5	Filing & Records Verification		6.00	18.00		18.00			42.00
1.6	Progress Estimate Preparation		12.00	12.00		12.00			36.00
1.7	Materials Certifications		7.00	5.00		7.00			19.00
1.8	Contract Changes		9.00			9.00			18.00
1.9	Progress Meetings		18.00			5.00			23.00
1.10	Monthly Invoicing	4.00	8.00					12.00	24.00
1.11	Change Orders		6.00		2.00	8.00			16.00
1.12	Submittals		9.00		9.00				18.00
1.13	Public Relations		6.00						6.00
1.14	Prompt Payment & DBE Race Neutral		3.00			3.00			6.00
1.15	Pre-Pave Meeting		3.00			1.00			4.00
		4.00	**131.50**	**49.00**	**23.00**	**92.00**	**-**	**12.00**	**311.50**
		$842.00	**$ 19,623.75**	**$ 5,747.70**	**$ 2,206.62**	**$12,380.44**	**$ -**	**$1,263.72**	**$ 42,064.23**
2.0	**Survey Verification**								
2.1	Survey Verification		12.00				60.00		72.00
		-	**12.00**	**-**	**-**	**-**	**60.00**	**-**	**72.00**
		$ -	**$ 1,790.76**	**$ -**	**$ -**	**$ -**	**$ 6,609.60**	**$ -**	**$ 8,400.36**
3.0	**Project Inspection**								
3.1	Inspections & Inspector Diaries		10.00	250.00					260.00
3.2	Identify & Recommend Corrections		4.00			4.00			8.00
3.3	Pay Quantity Collection		4.00						4.00
3.4	Enviro & Erosion Control Monitoring					18.00			18.00
		-	**18.00**	**250.00**	**-**	**22.00**	**-**	**-**	**290.00**
		$ -	**$ 2,686.14**	**$ 29,325.00**	**$ -**	**$ 2,960.54**	**$ -**	**$ -**	**$ 34,971.68**
4.0	**Materials Sampling & Testing**								
4.1	QA and Verification Sampling & Testing								-
4.2	Prepare and Transmit Test Results		25.00			25.00			50.00
4.3	Schedule for Sampling		10.00						10.00
4.4	Acceptability of "or-equal" Products		8.00						8.00
		-	**43.00**	**-**	**-**	**25.00**	**-**	**-**	**68.00**
		$ -	**$ 6,416.89**	**$ -**	**$ -**	**$ 3,364.25**	**$ -**	**$ -**	**$ 9,781.14**
5.0	**Record Drawings & Project Close-Out**								
5.1	Verify documents received		8.00	4.00		4.00			16.00
5.2	Verify bonds, docs & certs are on file.		2.00			2.00			4.00
5.3	Substantial complete inspection		4.00	4.00					8.00
5.4	Final inspection		4.00	4.00					8.00
5.5	Review as-builts		2.00	2.00					4.00
5.6	Full and final PW Documentation		8.00	4.00		12.00			24.00
		-	**28.00**	**18.00**	**-**	**18.00**	**-**	**-**	**64.00**
		$ -	**$ 4,178.44**	**$ 2,111.40**	**$ -**	**$ 2,422.26**	**$ -**	**$ -**	**$ 8,712.10**
								TOTAL:	**$103,929.51**
	Total Labor Hours	4.00	232.50	317.00	23.00	157.00	60.00	12.00	805.50


Keller Associates Inc
45 min
47.3 miles
1 hr 11 min
53 miles
Idaho Falls
Beachs Corner
Iona
Woodville
Mitchell
Shelley
Firth
Goshen
Bone
Wolverine
Kimball
Wapello
Alridge
Morgan
Blackfoot
Riverside
Rockford
Liberty
Pingree
Springfield
Gibson
Fort Hall
Grandview
Sterling
Fingal
Aberdeen
Tyhee
Chubbuck
Pocatello
Bannock
FORT HALL RESERVATION
American Falls Reservoir
Snake River
Chesterfield
Hatch
Taber
Olsen
Havens
Atomic City
Point


Subway
N O P Park
WinCo Foods
Walgreens
Fred Meyer
ALAMEDA
Mandarin House of Pocatello
10 min
3 miles
9 min
3 miles
Hampton Inn & Suites Pocatello
Bitstop Bitcoin ATM
9 min
2.9 miles
ICCU Dome
Bitstop Bitcoin ATM
Ace Hardware & Element Outfitters
Albertsons
Idaho State University
Yellowstone Ave
Pole Line Rd

CITY OF POCATELLO

Sanitation Services Department

Agenda Item #14

MEMO

TO: Mayor Blad and Members of City Council

FROM: Tom Kirkman, Director of Public Services

DATE: April 7, 2025

SUBJECT: Recycling Facility Partial Remodel:
Guaranteed Maximum Price Amendment

On February 6, 2025, Council award the contract for Construction Management Services to Construction Services, Inc at 4.5% of the Guaranteed Maximum Price (GMP) of the project.

On April 3, 2025, construction and material bids were received as part of this project, and a guaranteed maximum price of $646,642 was consequently established. Funds for this contract have been budgeted for in the FY25 Sanitation Services budget.

Therefore, it is my recommendation that Council authorize Mayor Blad to sign and execute the GMP amendment to the previously awarded contract for Construction Management Services for the partial remodel of the City's recycling facility. The contract documents are attached for Council and Mayor approval.

2405 Garrett Way
Pocatello, ID 83201

Office: (208) 234-6250
www.pocatello.gov

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 10, 2025

Re: Recycling Facility Partial Remodel:
Guaranteed Maximum Price Amendment

I have no legal concerns with the Council approving and authorizing the Mayor to sign the above referenced documents with Construction Services, Inc for the partial remodel of the City's recycling facility.

AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Fourth day of April in the year Two Thousand Twenty Five , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Tenth day of January in the year Two Thousand Twenty Five (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Pocatello Recycling Center
3034 Garrett Way
Pocatello, ID 83201

THE OWNER:
(Name, legal status, and address)

City of Pocatello
PO Box 4169
Pocatello, ID 83205

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Construction Services, Inc.
718 S 2nd Ave
Pocatello, ID 83201

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

Init.
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User Notes: (3B9ADA4D)

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six Hundred Forty Six Thousand Six Hundred Forty Two Dollars and Zero Cents ($ 646,642.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Please refer to Exhibit A - GMP Estimate March 31, 2025

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
Not Applicable	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not Applicable		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Not Applicable		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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User Notes: (3B9ADA4D)

(Check one of the following boxes and complete the necessary information.)

[X] Not later than One hundred twenty days (120) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Not Applicable			

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Specifications included on drawings

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Please see Exhibit B

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
Not Applicable		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

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User Notes: (3B9ADA4D)

(Identify each allowance.)

Item	Price
Not Applicable	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Not Applicable

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

None

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

None

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Brian Blad, Mayor	Jared Lusk, President
(Printed name and title)	*(Printed name and title)*

Init.

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Exhibit A

CONSTRUCTION SERVICES

GMP Estimate

Project: City of Pocatello Recycling Building Remodel

Date: 3/31/2025

DESCRIPTION	$	
Design Costs		
Booth Fee	By Owner	
Soils Survey/Soils Report	NA	
Asbestos Survey	2150	
Material Testing/Inspections	NA	
CSI Fees & General Conditions		
Construction Phase Fee	23969	4.50%
General Conditions	68490	
Property Insurance - All Risk	By Owner	
Surveying _ Construction - Batter Boards	NA	
CSI Bond	12240	
Fees & Permits		
City - Permit	3947	
City - Plan Check	2565	
City - Utility Fees - Water & Sewer	NA	
City - Fire Department Fees	631	
Intermountain Gas	NA	
Idaho Power Fees	NA	
Sub-Total - Non Hard Construction Costs	**$ 113,992**	

CONSTRUCTION SERVICES

Hard Construction Estimate

Project: City of Pocatello Recycling Remodel

Date: 3/31/2025

Square Footage: 2700

DESCRIPTION	CONTRACTOR	$
Bid Packages		
#1 - Steel Stud Framing/Intetrior Finishes	ASI	96085
#2 - Aluminum Systems & Glass	PG	23120
#3 - Doors/Frames/Hardware - Furnish Only	ABS	13919
#4 - Casework/Millwork	Snake River	17457
#5 - Painting	Nicholls Brothers	22095
#6 - Accessories/Specialties - Furnish Only	SBI	3930
#7 - Tile	Davis	20200
#8 - Flooring	Wall 2 Wall	18153
#9 - Plumbing	B&G	64240
#10 - Mechanical	Mechanical Solutions	52100
#11 - Electrical	ECS	59999
CSI Direct		
Demoltion	CSI	37700
Rough Carpentry/Structural Repairs	CSI	11787
Doors/Frames/Hardware - Install Only	CSI	5400
Exterior Window Openings	CSI	7300
Urethane Insulation Repairs	JC Urethane	5500
Accessories/Specialties - Install Only	CSI	1200
Exterior Metals/Roof Repairs	CSI/Robison	33618
Concrete Floor Pour Back	CSI	8400
Asphalt Repairs	CSI	2200
Data Cabling		By Owner
		$ 504,403
Sub. Liab. .Ins. - .6%		$ 3,026
Construction Contingency - 5%		$ 25,220
TOTAL HARD CONSTRUCTION		**$ 532,650**
GC's and Fee's from above		**$ 113,992**
TOTAL - GMP		**$ 646,642**
0 = Check		0

City of Pocatello

Recycling Center

Drawings:

Architectural

A1.1 – Existing Floor Plan
A1.1 – Remodeled Floor Plan – Code Review
A1.3 – Partial Reflected Ceiling Plan
A2.1 – Interior Elevations, Door Schedule and Elevations, Room Finish Schedule
A2.2 – Exterior Elevations
A2.3 – Exterior Elevations Details
A2.4 – Notes, Ceiling Details
A2.5 – ADA Details

Mechanical

M1.0 – HVAC Plans
M2.0 – Gas Piping Plan
M3.0 – HVAC Details and Schedules

Plumbing

P1.0 – Waste and Vent Plan
P2.0 – Domestic Water Plan
P3.0 – Plumbing Details and Schedules

Electrical

E-1.0 - Electrical Details
E-1.1 - Existing Electrical Plans
E-2.0 - Electrical Lighting Plan
E-3.0 – Electrical Power Plan
E-4.0 – Mechanical Connections Plan

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:38:38 ET on 04/04/2025 under Order No. 4104251791 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

Deana Lusk

(Signed)

Office Manager

(Title)

April 4, 2025

(Dated)

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User Notes: (3B9ADA4D)

Additions and Deletions Report for
AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:38:38 ET on 04/04/2025.

PAGE 1

This Amendment dated the Fourth day of April in the year Two Thousand Twenty Five , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the Tenth day of January in the year Two Thousand Twenty Five (the "Agreement")

...

Pocatello Recycling Center
3034 Garrett Way
Pocatello, ID 83201

...

City of Pocatello
PO Box 4169
Pocatello, ID 83205

...

Construction Services, Inc.
718 S 2nd Ave
Pocatello, ID 83201

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Six Hundred Forty Six Thousand Six Hundred Forty Two Dollars and Zero Cents ($ 646,642.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

Please refer to Exhibit A - GMP Estimate March 31, 2025

...

Not Applicable

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User Notes: (3B9ADA4D)

...

Not Applicable

...

Not Applicable

...

[X] The date of execution of this Amendment.

PAGE 3

[X] Not later than One hundred twenty days (120) calendar days from the date of commencement of the Work.

...

Not Applicable

...

Not Applicable

...

Specifications included on drawings

...

Please see Exhibit B

...

Not Applicable

PAGE 4

Not Applicable

...

Not Applicable

...

None

...

None

...

Brian Blad, Mayor

Jared Lusk, President

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User Notes: (3B9ADA4D)

CITY OF
POCATELLO

Engineering Department

Memorandum

To: Mayor Blad and City Council.

Cc: Jeff Mansfield - PE Public Works Director/City Engineer, Isaac Gonzalez - WPC Collections Supervisor, Levi Adams – WPC Superintendent

From: Austin Suing, PE Senior Engineer, AS

Date: April, 8 2025

Re: Bid Acceptance and Execution of the Agreement for 2025 North Main Extension sanitary sewer project.

Recommendation

Staff recommends that City Council accept the lowest responsive bid, award the project, and authorize execution of the Contract Agreement between Vortex Services, LLC and the City of Pocatello for the 2025 North Main Extension sewer project in the amount of $428,995.00, subject to Legal Department review. Funding is available in WPC Department - Capital Outlay – Other Infrastructure 032-3011-500.80-99.

Background

This sanitary sewer project involves repairing degraded sewer main lines using a cured-in-place pipe (CIPP) lining system. This trenchless sewer repair technology minimizes surface repairs resulting from open-trenching methods, reduces maintenance caused by tree root intrusion, and can extend the life of the existing sewer main up to 50 years.

This project includes work designed by Consor Engineers to rehabilitate 500-feet of 24-inch diameter sanitary sewer that crosses the UPRR tracks, North Main St, and North Arthur Ave near the Portneuf River. The project also includes the annual CIPP rehabilitation project, which includes lining 15 sewer main lines at various locations in Pocatello, totaling approximately 4,081 feet. The annual CIPP project was incorporated to reduce construction costs.

The work will start in August 2025 and be completed by end of September 2025. Funding is available in the WPC capital account.

Bids were received for the project on April 1st 2025, with the following results:

Vortex Services, Helena, MT	$428,995
Insituform Technologies, Chesterfield, MO	$462,649
Iron Horse, Fairview, OR	$658,504

Vortex Services was the lowest responsive bid at $428,995.

911 N 7th Avenue
Pocatello, ID 83201
Office: (208) 234-6225
www.pocatello.gov

Agenda Item #15

To: City Council and Mayor

From: Matt Kerbs, Deputy City Attorney MK

Date: April 9, 2025

Re: Bid Award for 2025 North Main Extension Sanitary Sewer Project

---

I have reviewed the above referenced documents and have no legal concerns with Council awarding the bid for the project to Vortex Services, LLC, and authorizing the Mayor to sign any documents effectuating the award. The bid process complied with the requirements of Idaho Code §67-2805.

SECTION 00 51 00 – NOTICE OF AWARD

Date of Issuance:

Owner:	City of Pocatello	Owner's Contract No.:	WPC-012
Engineer:	Consor	Engineer's Project No.:	W220199ID
Project:	Pocatello North Main Extension	Contract Name:	Pocatello North Main Extension
Bidder:	Vortex Services, LLC		
Bidder's Address:	3400 Centennial Dr. Helena, MT 59601		

TO BIDDER:

You are notified that Owner has accepted your Bid dated [April 1st, 2025] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The work consisting of the rehabilitation of 500 LF of existing 24" corrugated metal sewer main piping. This rehabilitation will utilize Cured-In-Place piping (CIPP) to create a new liner within the existing pipe. This pipe is located beneath North Main Street in Pocatello, Idaho and runs beneath existing Union Pacific Railroad (UPRR) tracks. The rehabilitation work will include pipe and manhole cleaning, sewer bypass pumping, the installation of a pre-liner, and the CIPP construction. Traffic control and coordination with UPRR will be required.

The Contract Price of the awarded Contract is: $428,995 *[note if subject to unit prices, or cost-plus]*

☐ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner two counterparts of the Agreement, fully executed by Bidder (As Contractor).
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Pocatello

By: _____

Authorized Signature

Title: Brian C. Blad, Mayor

Copy: Engineer

END OF SECTION

SECTION 00 52 43 - AGREEMENT
FOR
POCATELLO NORTH MAIN EXTENSION
FOR
CITY OF POCATELLO

THIS AGREEMENT is by and between City of Pocatello ("OWNER") and Vortex Services, LLC ("CONTRACTOR").

OWNER and CONTRACTOR hereby agree as follows:

ARTICLE 1 – WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consisting of the rehabilitation of 500 LF of existing 24" corrugated metal sewer main piping and . This rehabilitation will utilize Cured-In-Place piping (CIPP) to create a new liner within the existing pipe. This pipe is located beneath North Main Street in Pocatello, Idaho and runs beneath existing Union Pacific Railroad (UPRR) tracks. The rehabilitation work will include pipe and manhole cleaning, sewer bypass pumping, the installation of a pre-liner, and the CIPP construction. Traffic control and coordination with UPRR will be required.

ARTICLE 2 – ENGINEER

2.01 The part of the Project that pertains to the Work has been designed by ENGINEER.

2.02 The OWNER has retained Consor ("Engineer") to act as OWNER'S representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Days*

A. The Work will be substantially completed within 120 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 in Section 00 72 00, General Conditions and be completed and ready for final payment in accordance with [Paragraph 15.06 in Section 00 72 00, General Conditions within 150 days after the date when the Contract Times commence to run.]

1. Notice of Award no more than 45 days after Bid Opening Date, and
2. OWNER Signing of Contract and Issuance of Notice to Proceed within thirty (30) days after Notice of Award.

B. Where the OWNER is prevented from signing of contract and issuing Notice to Proceed due to a delay in receiving signed agreements, bonds and insurance certificates from CONTRACTOR in the form required by the Contract Documents, the Contract Times will not be extended.

C. Where the CONTRACTOR is prevented from starting to perform the work due to delay in issuance of Notice to Proceed beyond the control of the CONTRACTOR, the Contract Times will be extended in an amount equal to the time lost due to such delay, and such extension of the Contract Times shall be CONTRACTOR'S sole and exclusive remedy for such delay.

3.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 3.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER $250 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

3.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, CONTRACTOR shall reimburse OWNER (1) for any fines or penalties imposed on OWNER as a direct result of the CONTRACTOR'S failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by OWNER for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After CONTRACTOR achieves Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CONTRACTOR shall reimburse OWNER for the actual costs reasonably incurred by OWNER for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 3.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 4 – CONTRACT PRICE

4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the attached Bid Proposal, said sum being

( ) ($). (use words) (use figures) $428,995.00 Four Hundred Twenty-Eight Thousand Nine Hundred Ninety-Five dollars and zero cents.

B.

A. For all Work, at the prices stated in CONTRACTOR'S Bid, attached hereto as an exhibit.

ARTICLE 5 – PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER monthly during performance of the Work as provided in Paragraph 5.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

5.03 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as OWNER may withhold, including but not limited to liquidated damages, in accordance with the Contract

5.04 95% of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to OWNER and Engineer, then as long as the character and progress of the Work remain satisfactory to OWNER and Engineer, there will be no additional retainage; and

5.05 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

5.06 Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts set off by OWNER pursuant to Paragraph 15.01.E of the General Conditions, and less 95% of ENGINEER'S estimate of the value

of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

5.07 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

6.01 All amounts not paid when due shall bear interest at the rate of 3% per annum.

ARTICLE 7 – CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. CONTRACTOR has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to CONTRACTORS doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (3) CONTRACTOR'S safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. CONTRACTOR'S entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

K. The CONTRACTOR is an appropriately licensed public works contractor per Section 54-1902 (Idaho Code).

L. The CONTRACTOR will submit within 30 days of the date of this agreement a Public Works Contract Report (Form WH-5) to the Idaho State Tax Commission in compliance with Section 54-1904A and 63-3624(f), Idaho Code.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents which comprise the entire agreement between Owner and the CONTRACTOR concerning the Work consist of the following:

1. This Agreement (pages 1 to 8, inclusive).
2. Performance bond (together with power of attorney) (pages 1 to 3, inclusive).
3. Payment bond (together with power of attorney) (pages 1 to 3, inclusive).
4. General Conditions (pages 1 to 82, inclusive).
5. Supplementary Conditions (pages 1 to 26, inclusive).
6. Specifications as listed in the table of contents of the Project Manual.
7. Drawings (not attached but incorporated by reference) Schedule A consisting of 12 sheets with each sheet bearing the following general title: **POCATELLO NORTH MAIN EXTENSION** and Schedule B consisting of 17 sheets with each sheet bearing the following general title: **2025 Sanitary Sewer Rehabilitation (CIPP) Project.**
8. Addenda (numbers NA to NA, inclusive).
9. Exhibits to this Agreement (enumerated as follows):
    a. CONTRACTOR'S Bid (pages ___ to ___, inclusive).
    b. Atlas Limited Geotechnical Investigation (pages 1 to 22, inclusive)
    c. Union Pacific Railroad Maintenance Consent Letter 77657 (pages 1 to 16, inclusive).
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.

d. Field Orders.

B. The documents listed in Paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 8.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *CONTRACTOR'S Certifications*

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more BIDDERS, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Boycotts*

C. Pursuant to Idaho Code §67-2346 (2), Contractor hereby certifies that is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control."

9.07 *Other Provisions*

A. OWNER stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the ENGINEERS Joint Contract Documents Committee®, and if OWNER is the party that has furnished said General Conditions, then OWNER has plainly shown all modifications to the standard wording of such published document to the CONTRACTOR, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

NOTE(S) TO USER:

1. *See Article 21 of the Instructions to BIDDERS and correlate procedures for format and signing of the documents.*
2. *The Effective Date of the Contract stated above and the dates of any construction performance bond (EJCDC® C-610 or other) and construction payment bond (EJCDC® C-615 or other) should be the same, if possible. In no case should the date of any bonds be earlier then the Effective Date of the Contract.*

OWNER:	CONTRACTOR:
City of Pocatello	Vortex Services, LLC
By: _____	By: _____
Title: Brian C. Blad, Mayor	Title: _____
	(If CONTRACTOR is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest: _____	Attest: _____
Title: _____	Title: _____
Address for giving notices:	Address for giving notices:
_____	_____
_____	_____
_____	_____
	License No.: _____ *(where applicable)*
(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)	*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

SECTION 00 55 00 – NOTICE TO PROCEED

Owner:	City of Pocatello	Owner's Contract No.:	WPC-012
Contractor:	Vortex Services, LLC	Contractor's Project No.:	
Engineer:	Consor	Engineer's Project No.:	W220199ID
Project:	Pocatello North Main Extension	Contract Name:	Pocatello North Main Extension
		Effective Date of Contract:	

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__]. *[see Paragraph 4.01 of the General Conditions]*

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____] ***or*** [the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____].

Before starting any Work at the Site, Contractor must comply with the following:
[Note any access limitations, security procedures, or other restrictions]

Owner: City of Pocatello

By: _____
Authorized Signature

Title: Brian C. Blad, Mayor

Date Issued: _____

Copy: Engineer

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, DISSOLVING THE CHILDCARE ADVISORY COMMITTEE, EXPRESSING APPRECIATION TO THE MEMBERS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Childcare Advisory Committee was established by Resolution No. 2015-10 on August 6, 2015; and

WHEREAS, the Childcare Advisory Committee serves to make recommendations to the Mayor and City Council regarding potential revisions of the childcare code, available training classes in the area, and courses which can be used to satisfy staff training and certification requirements set forth in the childcare code; and

WHEREAS, Idaho Code §39-1108 grants authority to cities to act as the licensing body for childcare facilities within their jurisdictions; and

WHEREAS, the Governor recently signed House Bill 243a which repeals, among other actions, I.C. §39-1108 effective July 1, 2025; and

WHEREAS, said legislation also requires the repeal of Pocatello Municipal Code, Chapter 15.28 “Childcare”, necessitating the dissolution of the Childcare Advisory Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the Childcare Advisory Committee be hereby dissolved.

2. That the Mayor and Council hereby express their appreciation to the members of that Committee for their generous donation of time and their efforts to date in connection with the Committee.

3. This Resolution shall be in full force and effect immediately upon its adoption and approval.

RESOLVED this 17th day of April, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI R. KENDELL, City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, REPEALING CHAPTER 5.28 "CHILDCARE" OF THE REVISED AND COMPILED ORDINANCES OF THE CITY OF POCATELLO, 1983, AND PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, Pocatello Municipal Code Chapter 15.28 "Childcare" was established by the City Council upon passage of City of Pocatello Ordinance No. 2951 on July 16, 2015 and amended thereafter; and

WHEREAS, I.C. §39-1108 grants authority to cities to act as the licensing body for childcare facilities within their jurisdictions; and

WHEREAS, on March 27, 2025, the Governor signed House Bill 243a which, among other actions, repeals Idaho Code §39-1108; and

WHEREAS, pursuant to recently passed legislation, childcare licensing and regulating will be solely a State function beginning July 1, 2025; and

WHEREAS, the City Council has determined that the repeal of said chapter is required in order to remain in compliance with Idaho Code.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

Section 1: That Chapter 5.28 "Childcare" of the Revised and Compiled Ordinances of the City of Pocatello, 1983, is hereby repealed in its entirety.

Section 2: That this Ordinance shall be in full force and effect from and after its passage, approval, and publication according to law.

PASSED AND APPROVED this _____ day of April, 2025.

CITY OF POCATELLO, a municipal corporation of Idaho

_____
BRIAN C. BLAD, Mayor

ATTEST:

_____
KONNI KENDELL, City Clerk