

Agenda Item #11

EXECUTIVE SUMMARY

Date: September 17, 2026

To: Mayor Dahlquist and Council Members

From: Anne Butler, Parks & Recreation Director

RE: Portneuf Health Trust – AMI Kirkham Trail Donation Agreement

It is my recommendation Council approve a donation agreement with Portneuf Health Trust, represented by Shaun Menchaca, to repave approximately 4,740 feet of asphalt known as the AMI-Kirkham trail. This trail is one of the most popular trails in town but is also one of the oldest trails in need of significant asphalt work. All property easement/right-of-way documentation is in order for all parcels this trail is erected on. The project will follow the footprint of the existing trail. The Portneuf Greenway will assist by putting the bid out to asphalt vendors. Bid documents are currently out and will be reviewed by City staff, the Portneuf Greenway, and the Health Trust the last week of September.

I appreciate the Portneuf Health Trust's willingness to work with us on this project and contributing funds needed to upgrade an amazing trail. Special thanks also to Dan Harelson, Jack Brennan, and City staff from Legal, Engineering, and Planning departments for their cooperation throughout this process.

The City Council may wish to authorize Mayor Dahlquist to execute the necessary documentation to accept the Donation Agreement with the Portneuf Health Trust as outlined.

MEMORANDUM

TO: City Council and Mayor
FROM: Brian Trammell, Deputy City Attorney BT
DATE: September 9, 2026
RE: Donation Agreement

I have reviewed the donation agreement with Portneuf Health Trust. I have no legal concerns with the Council's approval of the agreement or the authorization of the Mayor to sign it.

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



KIRKHAM – AMI TRAIL RECONSTRUCTION

REQUEST FOR BIDS

The Portneuf Greenway Foundation in cooperation with the City of Pocatello is requesting bids for the reconstruction of approximately 4740 feet of asphalt paved greenway path known as the Kirkham – AMI. The project is in Pocatello Idaho, in upper Ross Park South of the Animal Shelter on the south side of the Ave of Chief's. See attached maps for the trailhead location. The trailhead starts at the northeast corner of the existing chain link fence. The project extends approximately 4740 lf from the north trailhead to 400 feet north of the South Connector underpass. The trailhead and the main path will be paved 10-foot wide with a single 2-inch-thick matt of asphalt pavement. The base bid includes pulverizing / grinding the existing asphalt path, then grading the remains to a 4-inch layer to be used as base for the new paving.

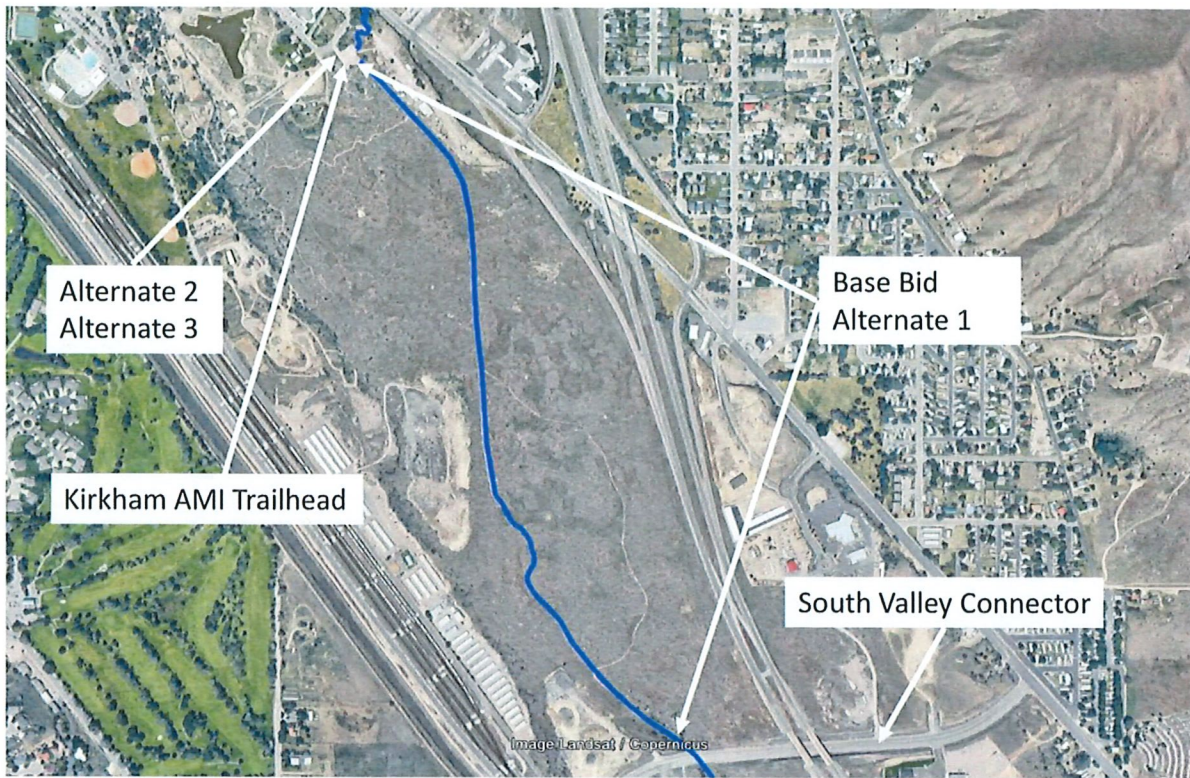
In addition to the base bid there are 3 alternates.

Alternate 1 includes furnishing and installing new 4740 -foot long by 12 foot wide by 2-inch thick $\frac{3}{4}$ inch crushed gravel over the reclaimed pulverized graded base.

Alternate 2 adds the reconditioning of a short, approximately (90 ft) segment of path to the north from the Kirkham-AMI trailhead past the Taysom trailhead using the same methods as the base bid and alternate 1. (see attached map for approximate location and extent of alternate 2)

Alternate 3 is the grading and paving and gravel base of the existing gravel parking lot, approximately 1800 sq yd with a 2-inch asphalt mat over a 2-inch gravel base. (see attached map for approximate location and extent of this alternate 3).

All work will be paid for in accordance with the attached bid schedule. Notice to proceed is expected by October 1, 2026 and work must be completed by November 30, 2026.



KIRKHAM – AMI TRAIL RECONSTRUCTION

INSTRUCTIONS TO BIDDERS

The Portneuf Greenway foundation in conjunction with the City of Pocatello is interested in reconstructing the Kirkham – AMI trail located on the upper level of Ross Park between the Avenue of the Chiefs and South Valley Road. The project consists of the Base Bid and 3 Alternates.

The project consists of removing and replacing 2 pipe bollards and sleeves, pulverizing/grinding the existing asphalt paving, spreading and grading the pulverized material, possibly adding 2 inches of crushed gravel, repaving the path in its existing location and fine grading the path edges.

Base Bid

- 1, Install informational signs informing the public that the parking lot and trail is closed for construction. One at the north parking lot entrance off Ave of the Chiefs, and one at the entrance to the South Valley overpass. And one at the north trail entrance on the north side adjacent to the existing parking lot.
2. Remove and replace 2 pipe bollards and sleeves. The sleeves can remain in place if they can be protected from being filled with debris or asphalt during the construction.
3. Saw cutting as necessary to cleanly remove material near objects to protect material or objects to remain and at all locations where new pavement abuts existing pavement.
4. Pulverize/grind the existing asphalt path, approximately 4740 ft by 10 ft wide. It is intended that this material will remain on site and be used for sub-base for the new asphalt. Grade and compact the pulverized material for the asphalt
5. Install, and compact new approximately 4740 ft long by 10 ft wide by 2-inch-thick asphalt paving for the new path.

A minimum of five days prior to paving, provide a job mix formula less than five years old prepared by and independent laboratory. Use the type and grade of asphalt specified and the brand and source of asphalt and additives for use on the project in the job mix formula. Asphalt pavement may be sampled and tested by the Engineer to verify that the material meets the specified job mix formula. The material will be subject to rejection if it does not meet the specifications.

Compact asphalt pavement with a minimum of 4 passes of vibratory equipment while the material is at or above 185 degrees F. Avoid cracking shoving, or displacement during compaction. The Engineer will observe the Contractor's compaction operation and asphalt pavement will be by visual observation.

6. Fine grade and slope the ground on both edges of the new path so that there are not abrupt edges or drop offs from the asphalt to the surrounding ground. Clean-up of construction materials and debris.

Alternate 1 – New Gravel Base

After grading and placement of the pulverized material, install and compact new 2- inch thick 3/4 inch minus gravel by 4740 ft by 12 ft wide as sub-base for the new asphalt paving.

Provide gravel base and aggregate with a nominal size of 3/4 and conforming to the following gradation when tested in accordance with AASHTO T-27.

Sieve Size	Percent Passing
1 inch	100
3/4 inch	90 – 100
No. 4	40 – 65
No. 8	30 – 50
No. 200	3-10

Gravel base may be sampled and tested by the Engineer to verify that the material meets the specified gradation. The material will be subject to rejection if it does not meet the specification.

Compact gravel base with a minimum of six complete coverages with a tandem steel drum vibratory roller or as directed. The Engineer will observe the Contractor's compaction operation and gravel base density . Acceptance will be by visual observation.

Clean-up of construction materials and debris. The map, (Base Bid and Alternate 1) shows the start of the trail location, but does not indicate the entire extent of the reconstruction.

Alternate 2 – Replace Segment of Damaged Path

Reconstruct approximately 90 feet by 10 ft wide existing damaged path north of the existing pipe bollards at the beginning Kirkham/AMI trail towards the start of the Taysom path. Saw cutting as required.

1. Install information signs informing the public that the Taysom Trail is closed for construction. One at each end of the Taysom trail. The map, (Alternate 2 & 3) shows the start of the trail location, but does not indicate the entire extent of the reconstruction
2. Saw cutting, as necessary to cleanly remove material near objects to remain to protect material or objects to remain. Saw cutting is required where existing asphalt meets new asphalt.
3. Pulverize/grind the existing asphalt path, approximately 90 ft by 10 ft wide. It is intended that this material will remain on site and be used for sub-base for the new asphalt. Grade and compact the pulverized material for the asphalt
4. Install new $\frac{3}{4}$ in crushed gravel on top of the pulverized material.
5. Install, and compact new, approximately 90 ft long by 10 ft wide by 2-inch-thick asphalt paving for the new path.
6. Fine grade and slope the ground on both edges of the new path so that there are not abrupt edges or drop offs from the asphalt to the surrounding ground. Clean-up of construction materials and debris.

Alternate 3 – Pave existing parking lot and entrance – Approximately 1800 sq yds

There is an existing asphalt parking pad on the south side of the parking lot that can be tied into the new paving and utilized to park on. Sweep the rocks and debris off the existing paving. Saw cut and remove approximately 120 -feet by 6-inches of the existing pavement to provide a smooth transition to the new asphalt paving. Regrade the existing parking lot, install new $\frac{3}{4}$ inch by 2-inch- thick gravel base, then pave the entire lot and entrance with new 2-inch- thick asphalt. Clean-up of construction materials and debris.

The contract for all work will be as per the attached Contract Professional Services.

Email at the address below for questions or clarifications to the specifications, drawings or procedures in writing to Jack Brennan: jebrennan1@outlook.com and Dan Harelson: portneufgreenwayfoundation@gmail.com.

Questions must be received a minimum of three (3) days before the bid opening date.

Please submit bids by 5:00 pm September 22, 2026 to Jack Brennan: jebrennan1@outlook.com and Dan Harelson: portneufgreenwayfoundation@gmail.com.

The Portneuf Greenway Foundation reserves the right to waive irregularities and reject any and all bids submitted.

KIRKHAM – AMI TRAIL RECONSTRUCTION

BID SCHEDULE

		Bid			
	Bid Item	Quantity	Units	Unit Price	Extension
1	Informational Signage	4	ea		
2	Pipe Bollard	2	ea		
3	Saw Cutting	35	lf		
4	Pulverize / Grind	5270	sq yd		
5	New Asphalt Paving	5270	sq yd		
6	Fine Grade and Slope Edges	9480	lf		
	SUBTOTAL BASE BID				
1	Alternate 1 - Gravel Base	350	cy		
	SUBTOTAL ALTERNATE 1				
	Alternate 2 – Reconstruct Damaged Path				
1	Saw Cutting	12	lf		
2	Pulverize	100	Sq yd		
3	Gravel Base	7	cy		
4	New Asphalt Paving	100	Sq yd		
	SUBTOTAL ALTERNATE 2				
	Alternate 3 - Pave Parking Lot				
1	Saw Cutting & Removal	120	lf		
2	Grading & New Gravel	100	cy		
3	New Asphalt Paving	1800	Sq yd		
	SUBTOTAL ALTERNATE 3				
	TOTAL BASE PLUS – ALT 1, 2, 3				

AMI/KIRKHAM TRAIL DONATION AGREEMENT

This Donation Agreement is entered into as of _____, 2026, by and between the City of Pocatello, an Idaho municipal corporation, and Portneuf Health Trust, Inc (Donor). The City owns the AMI/Kirkham Trail generally located near South 2nd Avenue in Pocatello, Idaho. The Donor desires to support community health, recreation, and wellness by funding resurfacing of the trail, approximately 4,740 linear feet from the north trailhead to 400 feet north of the South Connector underpass.

For good and valuable consideration, the parties agree as follows:

- 1. Purpose and Scope.** The Donor and the City desire to work together to improve the trail system in Pocatello. The purpose of this Agreement is to allow the Donor to provide funding for resurfacing the trail for public use and benefit. The scope of work for resurfacing the Premises shall be set forth in greater detail once a cost estimate or contractor bid for the resurfacing work has been obtained.
- 2. Donor Funding.** The Donor will have the right to review and approve the cost, scope and final plan of the work before committing funds. If approved, the Donor shall fund the resurfacing work. Payment may be made directly to the contractor or to the city. If the actual cost of the resurfacing work exceeds the sum of Three Hundred Thousand Dollars (\$300,000), the Donor shall confirm in writing its commitment to fund the additional cost or terminate the project.
- 3. City Responsibilities.** The City shall coordinate procurement and administration of the resurfacing work in a manner consistent with applicable law, including applicable public works licensing, bidding, insurance, and bonding requirements. The City shall confirm that the contractor is properly licensed and insured and shall use reasonable efforts to keep Donor informed of material changes to scope, cost, or schedule. The City shall have the right, but not the obligation, to inspect the work at reasonable times during construction to conform with the approved plans and applicable City standards.
- 4. Term and Completion.** This Agreement begins on the date signed by both parties and ends when the resurfacing work is complete, and all agreed payments have been made. If the work is not completed within twelve months after the effective date, either party may terminate this Agreement on thirty days written notice, unless the parties agree in writing to extend the time.
- 5. Ownership and Public Use.** The City shall remain the owner and operator of the trail and related improvements. Donor's contribution does not create any ownership interest, control right, easement, lease, or partnership interest in the trail. The City will continue to operate the trail for public use consistent with City policies and available resources.
- 6. Recognition.** The parties may mutually agree on reasonable public recognition of Donor's contribution, including wording, timing, and placement. Any recognition shall be subject to City approval, charitable and public purpose limits, and applicable law. The City shall not unreasonably withhold approval of recognition that is accurate, tasteful, and consistent with the public nature of the trail.
- 7. Insurance, Bonds, and Contractor Risk.** The City shall require the contractor to carry commercially reasonable insurance, workers' compensation coverage as required by law, and any performance or payment bonds required for public works. Donor is not required to provide insurance, bonds, supervision, or construction management services and is not responsible for contractor acts or omissions simply because it funds the project.
- 8. Responsibility for Claims.** Each party is responsible for its own acts and omissions and those of its officers, employees, and agents, to the extent permitted by Idaho law. Donor shall not be liable for claims

arising from the City's ownership, operation, maintenance, or public use of the trail, except to the extent caused by Donor's own wrongful acts or omissions. Nothing in this Agreement waives any immunity, defense, or limitation of liability available to either party.

9. Tax Matters. Donor may consult its own tax advisor regarding any charitable or tax treatment of the donation. The City makes no representation regarding tax deductibility or other tax consequences.

10. Notices. Notices shall be in writing and delivered by personal delivery, recognized overnight carrier, email with confirmation, or certified mail to the addresses below, or to any updated address provided by written notice. Notice is effective upon receipt or confirmed delivery.

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

Donor: Portneuf Health Trust, Attn: President and Chief Executive Officer, 500 South 11th Ave., Suite 503, Pocatello, ID 83202.

12. General Terms. This Agreement is governed by Idaho law. It does not create a partnership, joint venture, agency, or employment relationship. If any provision is unenforceable, the remaining provisions remain effective. This Agreement is the entire agreement between the parties regarding this donation and may be amended only in a written document signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the date first written above.

DATED this ____ day of _____, 2026.

CITY OF POCATELLO, a municipal corporation
of Idaho

MARK DAHLQUIST, Mayor

ATTEST:

KONNI KENDELL, City Clerk

PORTNEUF HEALTH TRUST

SHAUN MENCHACA, President and CEO

STATE OF IDAHO)
 ss
County of Bannock)

On this _____ day of _____, 2026, before me, the undersigned, a Notary Public in and for the State, personally appeared Mark Dahlquist and Konni Kendell, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, an Idaho municipal corporation, who executed the foregoing instrument on behalf of said municipal corporation, and acknowledged to me that such corporation executed the same.

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

(SEAL)

NOTARY PUBLIC FOR IDAHO
Residing in _____
Commission Expires _____

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of _____, 2026 before me, the undersigned, a Notary Public in and for the State, personally appeared Shaun Menchaca known to me or proved to me to be the President and CEO of the Portneuf Health Trust, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/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.

(SEAL)

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