

ABBREVIATED MINUTES
POCATELLO DEVELOPMENT AUTHORITY
AUGUST 21, 1989

Members present: Chairman Dean Funk, Val Arvas, Mike Ransom, Dick Clay, Dick Finlayson. (John Carlson out of town)

Also present: Stuart Bullington, George Ramjoue, Mark Reid

1. Meeting called to order by Chairman at 12:10 p.m.
2. Administrative Services Contract. Review and discussion of contract which sets up procedures for SEICOG to administer and manage the Gateway West Urban Renewal project. Discussion items: a) need wording change to specify contract is for Gateway project only; b) need specification that no funds will be paid unless all financing for project is received. Moved by Finlayson, seconded by Arvas to approve signing of contract with above modifications. Motion carried.
3. Stuart presented Gateway West Industrial Development Plan. After review and notes for minor typographical changes, moved by Clay, seconded by Arvas to approve the plan. Motion carried.
4. Expansion of Old Kraft Road Industrial Development Area. Stuart reported that no plans would be pursued towards developing a refinery in area south of Kraft Rd. PDA might need to discuss other possibilities for expansion of this area.
5. Downtown Development Initiative. Stuart reported possibility of participating in a grant program vaguely similar to the "Homestead Act"--a "shop-stead" program, whereby ownership of a building is "passed through" to entities such as PDA. More information and clarification available in future.
6. Question raised about demolition of Greyhound terminal building. Apparently a hearing must be held before that can be accomplished. Other questions as to state of repair of building, possibility of other use/purchase by another entity were mentioned. No other definite information available.
7. Regular meeting times needed. Agreement reached to set the third Tuesday of each month at noon in the Mayor's Conference Room as the regular meeting day and time.
8. Question raised as to whether PDA should add Power County resident as member since annexation of airport. Can be discussed/pursued next month.
9. Meeting adjourned at 1:30 p.m.


Rayna Valentine
Recording Secretary

Pocatello Development Authority

POCATELLO DEVELOPMENT AUTHORITY

BOARD MEETING
AUGUST 21, 1989

AGENDA

1. Call Meeting to Order
2. Review and Approval of Administrative Services Contract
3. Review and Approval of Gateway West Industrial Development Plan
4. Discussion of Expanding the Old Kraft Road Industrial Development Area
5. Discussion of Downtown Development Initiative
6. New and/or Old Business
7. Adjourn

PROFESSIONAL SERVICES CONTRACT

This Contract is entered into this _____ day of _____, 1989, by and between Pocatello Development Authority, herein referred to as the "PDA", and the Southeast Idaho Council of Governments, herein referred to as "Contractor," whose address is ISU Business and Technology Center, 1651 Alvin Ricken Drive, Pocatello, Idaho, 83201, witnesseth:

WHEREAS, the PDA is a municipal corporation responsible for implementing Urban Renewal Activities within the City of Pocatello; and

WHEREAS, the PDA desires to engage the Contractor to render certain services related to the administration of said Urban Renewal Projects; and

WHEREAS, in order to maintain accountability, professional management and program performance, it is deemed to be in the best interests of the PDA to enter into an agreement with the Contractor as hereinafter provided:

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR. The PDA agrees to engage the Contractor, and the Contractor agrees to provide the services described in Section 3 in order to provide for the administration and management of the Urban Renewal Project for the PDA.

2. DOCUMENTS INCORPORATED BY REFERENCE. The PDA's Urban Renewal Plan and all applicable Federal and State statutes and regulations referred to in said Plan are incorporated into this Contract by this reference and are binding upon the Contractor.

3. SCOPE OF SERVICES. The Contractor will perform the following services:

1. Write and Place Public Hearing Notices
2. Prepare Urban Renewal Plan
3. Conduct needed public hearings
4. Present plan for approval to Community Development Commission, City Council and distribute to various taxing jurisdictions and State of Idaho
5. Negotiate project financing, development and lease agreements
6. Meet as needed with PDA Board

7. Provide project fiscal management services including: project budgeting and accounting; billings and payment; inspections, etc.
8. Work with County Assessor to establish after rehabilitation values
9. Investigate refinancing options
10. Maintain files and reports
11. Prepare progress and final reports
12. Contingencies: Other duties which may be required.

It is understood and agreed by the parties that the services of the Contractor do not include the following: legal advice, fiscal audits or assistance with programs not related to the project funded by Gateway West Industrial Development Revenue Allocation Financing Plan.

4. LIAISON. The PDA designated liaison with the Contractor is Dean Funk, Chairman, PDA.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE. The contract takes effect on the 21st day of August, 1989. The services to be performed by the Contractor will be completed no later than December 31, 1990.

6. COMPENSATION. The PDA will pay the Contractor a sum not to exceed \$14,000 which the PDA agrees to pay as set forth on the attached Exhibit A, which by this reference is made a part thereof.

7. OWNERSHIP AND PUBLICATION OF MATERIALS. All materials prepared by the Contractor are to be the property of the PDA, which has unrestricted authority to release, publish or otherwise use, in whole or part, information relating thereto. No material produced in whole or part under this Contract shall be subject to copyright or patent in the United States or in any other country without the prior written approval of the PDA.

8. ACCESS TO RECORDS. It is expressly understood that the Contractor's records relating to this Contract will be open during normal business hours for inspection by the PDA, and State of Idaho Tax Commission.

9. INDEPENDENT CONTRACTOR. It is understood by the parties hereto that the Contractor is an independent contractor and as such, neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system or social security (FICA) withholding.

10. TERMINATION OF CONTRACT. This contract may be terminated as follows:

- (a) Termination due to loss of funding. This contract will terminate, in whole or in part, at the discretion of the PDA in the event that the Plan is not approved by the City of Pocatello or that project financing is terminated. In this event, the PDA will give the Contractor advance written notice which sets forth the effective date of the termination and explain that the termination is due to a loss of project financing. This Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination.
- (b) Termination for cause. If the PDA determines that the Contractor has failed to comply with the terms and conditions of the Contract, it may terminate this Contract in whole or in part at any time before the date of completion. If the Contractor fails to comply with any of the terms and conditions of this Contract, the PDA may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within 30 days of notice, the PDA may, with no further notice, declare this Contract to be terminated. This Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the amount of reasonable damages suffered by the PDA by reason of Contractor's failure to comply with this Contract.

11. CONDITIONAL AGREEMENT. It is expressly understood by the parties hereto that this Contract is dependent and conditional upon the receipt of financing based on Revenue Allocation Financing and that in the event such funds are not provided, the PDA incurs no responsibility or liability under this Contract.

12. CIVIL RIGHTS ACT OF 1964. The Contractor will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may on the grounds of race, color, or national origin, be excluded from participation in or be denied the benefits of, or subjected to discrimination under any programs or activities receiving financial assistance.

13. INSURANCE. Contractor agrees to maintain statutory workman's compensation insurance coverage, employers's liability and comprehensive general liability insurance coverage. The comprehensive general liability insurance will have a minimum limit of Five Hundred Thousand Dollars (\$500,000) per claim.

14. MODIFICATION AND ASSIGNABILITY OF CONTRACT. This Contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, which are not contained in the written Contract,

are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not assign its rights or duties arising hereunder without the prior written consent of the PDA.

15. REPORTS AND INFORMATION. The Contractor will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the PDA to assure proper accounting for all project funds. These records will be made available for audit purposes to the PDA or its authorized representative.

16. CONSTRUCTION AND VENUE. This Contract will be construed under and governed by the laws of the State of Idaho.

17. INDEMNIFICATION. Contracting parties warrant by signature that no employer-employee relationship is established between any financial institution and the Contractor by the terms of this Contract, and further indemnifies the PnDA and hold it harmless against any and all suits, actions, claims or losses of every kind, nature and description, including costs, expenses, and attorney fees, that may be incurred by reason of any act or omission, neglect or misconduct of the Contractor which may arise out of this agreement.

18. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the _____ day of _____, 1989.

CONTRACTOR

POCATELLO DEVELOPMENT AUTHORITY

BY: _____

BY: _____

Alan Lessler, Executive Director Dean Funk, Chairman
Southeast Idaho Council
of Governments

Date: _____

DATE: _____

FIGURE 2
FINANCIAL FLOW

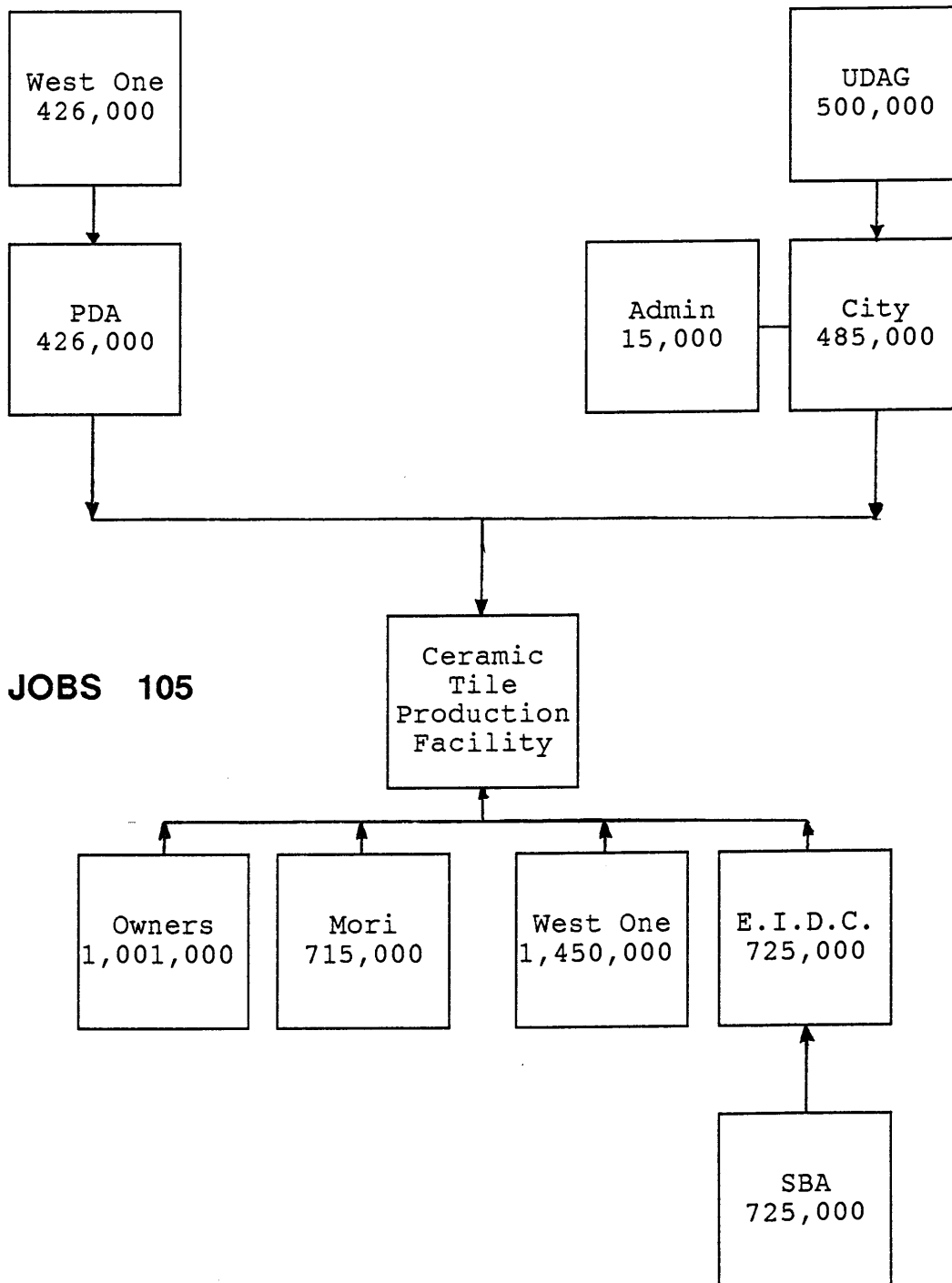


FIGURE 2
FINANCIAL FLOW

