

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
October 20, 2004
11:00 a.m.

City Hall
911 North 7th Avenue

11:00 a.m. Council Chambers

- Call to Order – Chairman Neuhardt
- Acknowledge Guests of Board, if any
- Disclosure of Conflicts of Interest, if any
- Agenda - Add or Delete Action or Discussion Items

Action and Discussion Items:

- ✓ Minutes for September 15, 2004 – Motion to Approve and/or Amend
- ✓ Financial Report: September Income and Expenses
- ✓ Consider Approving 3rd Quarter Administrative Fee
- ✓ Old Town Pocatello District:
 - ✓ Downtown Reinvestment Project Update
 - ✓ Consider Approving Requisition #E-64

Central Corridor District:
South Cliffs Project
Consider Approving Lease Agreement

Roosevelt District:
Consider Approving Payment of Invoice #2004261
Consider Approving Pay Request #4

North Yellowstone Urban Renewal Area:
Associated Foods/Forest Service Property
Consider Approving Reimbursement to City of Pocatello

Election of Officers for the Upcoming Year

Miscellaneous Items/Questions from Commissioners

Execntive Session, if required

DISTRICT ENDING BALANCES
September 30, 2004

Bank Balance		\$555,915.89
General Fund	39,038.21	
Discretionary Funds	115,911.14	
Kress Project	0.00	
Newtown District	0.00	
Alvin Ricken District	0.00	
Old Town District	6,440.62	
North Main District	0.00	
Roosevelt District	266,715.70	
Central Corridor District	128,280.60	
North Yellowstone District	<u>-470.38</u>	
District Totals		\$555,915.89

Pocatello Development Authority
Cash Budget - 2004

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Actual September	Estimated October	Estimated November	Estimated December
Beginning Balance	\$301,845.60	\$965,816.60	\$489,747.85	\$557,971.05	\$568,735.42	\$493,462.37	\$492,685.58	\$2,173,285.44	\$653,997.25	\$555,915.89	\$542,440.89	\$542,590.89
SOURCES OF FUNDS												
Kress District	2,379.21	0.00	32.73	0.00	0.00	0.00	3,289.35	0.00	0.00	0.00	0.00	0.00
Newtown District	23,756.01	0.00	0.00	549.70	0.00	0.00	33,777.37	0.00	0.00	0.00	0.00	0.00
Al Ricken Drive District	376,654.81	0.00	10,019.48	0.00	0.00	0.00	908,369.41	0.00	0.00	0.00	0.00	0.00
Old Town District	2,792.21	0.00	10,567.19	5,146.54	1,424.96	0.00	202,876.86	3,084.60	3,356.02	0.00	0.00	0.00
North Main District	19,464.77	0.00	21,910.57	814.44	0.00	0.00	41,277.40	0.00	0.00	0.00	0.00	0.00
Roosevelt District	211,787.32	0.00	0.00	1,198.90	0.00	0.00	235,800.44	0.00	0.00	0.00	0.00	0.00
Central Corridor District	30,116.60	0.00	27,212.51	6,136.96	832.45	0.00	269,037.62	1,143.24	2,031.71	0.00	0.00	0.00
General Funds	0.00	0.00	0.00	0.00	4,728.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	282.13	264.17	282.65	261.78	270.75	262.26	271.25	271.49	262.98	300.00	300.00	300.00
TOTAL	667,233.06	264.17	70,025.13	14,108.32	7,257.14	262.26	1,694,699.70	4,499.33	5,650.71	300.00	300.00	300.00
CASH AVAILABLE	\$969,078.66	\$966,080.77	\$559,772.98	\$572,079.37	\$575,992.56	\$493,724.63	\$2,187,385.28	\$2,177,784.77	\$659,647.96	\$556,215.89	\$542,740.89	\$542,890.89
APPLICATION OF FUNDS												
Kress District	0.00	2,379.21	0.00	0.00	0.00	0.00	0.00	3,322.08	0.00	0.00	0.00	0.00
Newtown District	0.00	23,756.01	0.00	0.00	549.70	0.00	0.00	33,777.37	0.00	0.00	0.00	0.00
Al Ricken Drive District	0.00	376,654.81	0.00	0.00	10,019.48	0.00	0.00	908,369.41	0.00	0.00	0.00	0.00
Old Town District	0.00	13,129.41	0.00	0.00	15,713.73	0.00	0.00	204,301.82	0.00	0.00	0.00	0.00
North Main District	0.00	19,464.77	0.00	0.00	22,725.01	0.00	0.00	41,277.40	0.00	0.00	0.00	0.00
Roosevelt District	0.00	7,890.00	1,376.20	0.00	0.00	0.00	6,935.00	62,538.74	103,331.02	0.00	0.00	49,395.89
Central Corridor	0.00	32,851.90	95.68	95.88	33,373.47	915.98	0.00	269,870.07	0.00	10,500.00	0.00	0.00
No. Yellowstone District	0.00	0.00	0.00	0.00	0.00	0.00	148.58	244.80	77.00	0.00	0.00	0.00
General Funds	3,262.06	201.43	330.05	3,248.07	148.80	123.07	7,016.26	85.83	324.05	3,225.00	100.00	100.00
Bank Charges	0.00	5.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00	50.00	50.00	50.00
TOTAL	3,262.06	476,332.92	1,801.93	3,343.95	82,530.19	1,039.05	14,099.84	1,523,787.52	103,732.07	13,775.00	150.00	49,545.89
ENDING BALANCE	\$965,816.60	\$489,747.85	\$557,971.05	\$568,735.42	\$493,462.37	\$492,685.58	\$2,173,285.44	\$653,997.25	\$555,915.89	\$542,440.89	\$542,590.89	\$493,345.89

Pocatello Development Authority

ISU Research and Business Park
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

An urban renewal agency for the City of Pocatello, Idaho

POCATELLO DEVELOPMENT AUTHORITY

Administration Invoice July 2004 through September 2004

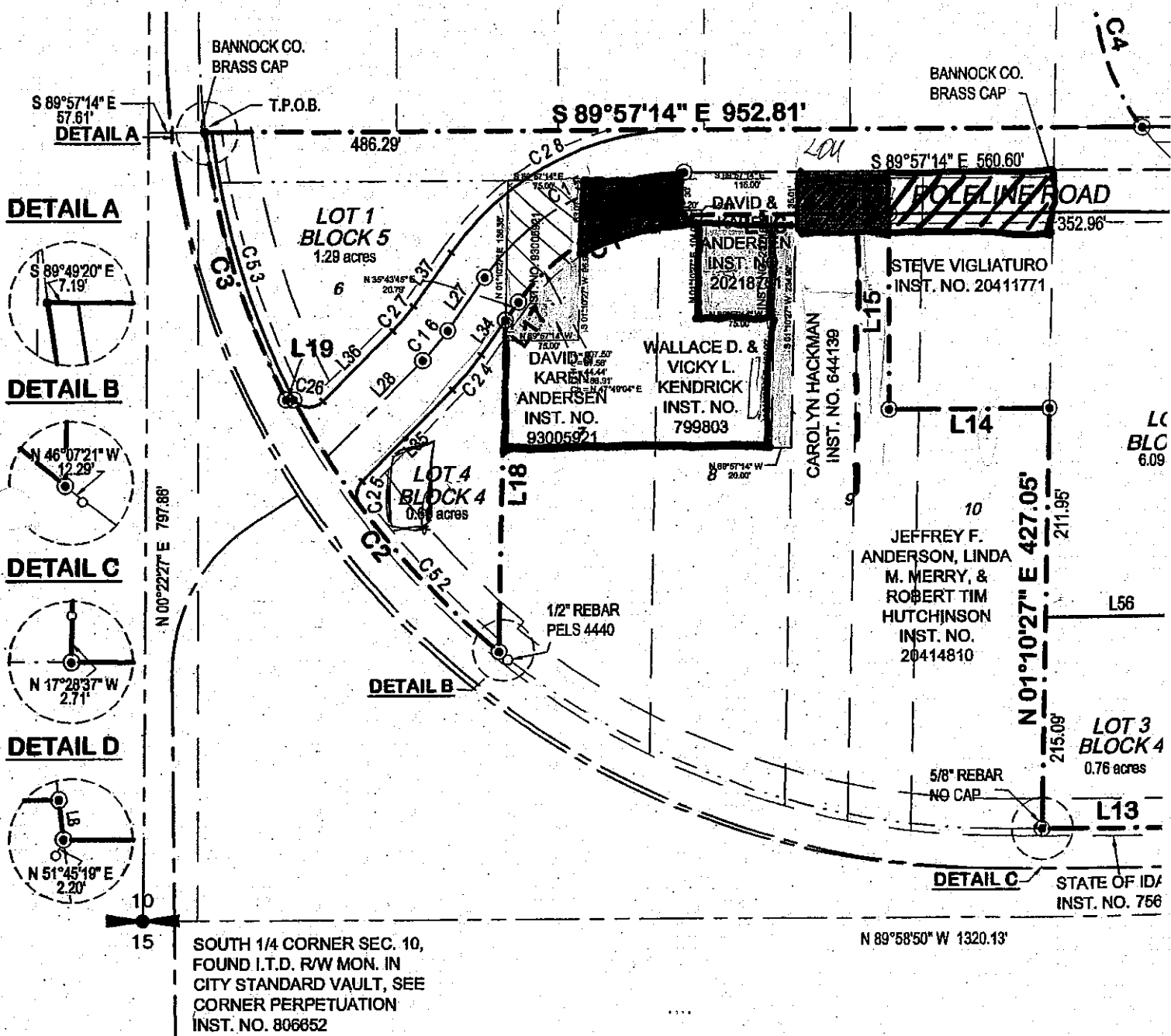
Administration/Clerical*: 3 rd Quarter 2004 (7/04 – 8/04)	3,000.00
Postage/Copies: 3 rd Quarter 2004 (7/04 – 8/04)	<u>125.00</u>
INVOICE TOTAL:	\$3,125.00

Chd

* Timesheet breakdown attached.

POCATELLO SQUARE

SOUTHEAST QUARTER OF SECTION 10, TOWNSHIP
CITY OF POCATELLO, BANNOCK CO



LINE TABLE

✓
October 13, 2004

RMES
Rocky Mountain Engineering & Surveying
155 South 2nd Avenue ♦ Pocatello, ID 83201

Voice: (208) 234-0110 ♦ Fax: (208) 234-0111 ♦ email: rme@rmes.biz

City of Pocatello
Attn: Cac Turner, P.E.
Public Works Engineer
P.O. Box 4169
Pocatello, ID 83205-4169

RE: Roosevelt-Alameda Pay Request Analysis
Phase 3-Pay Request #4

Dear Mr. Turner:

We have completed our analysis of the 4th Pay Request on Phase 3 of the Roosevelt Alameda Neighborhood Improvement Project. We recommend a payment of \$92,148.22 be made to Kiggins Concrete which reflects a 5% retainage. This is for 90% completion of the project. The remaining 10% and retainage will be paid upon completion of the project along with the punch list. This is the total amount due through October 13, 2004.

Work Change Orders 1-10 are reflected in the quantities or listed on the progress report spreadsheet.

The contractor is close to being finished. The project needs to be cleaned up. There are also a few small restoration items that need to be completed. We estimate the project will be ready for final inspection by Monday, October 18.

The contractor is past the completion date but is working hard to complete the project.

If you have any questions or require additional information please let us know.

Sincerely,

Mitchell Greer
for

Mitchell Greer, P.E.
RMES

Attachments: Payment Progress Report, Application for Payment, and Invoice from Kiggins Concrete.

"Solutions by Design"

Civil ♦ Environmental ♦ Transportation ♦ Planning ♦ Land Development ♦ Municipal ♦ Surveying

APPLICATION FOR PAYMENT

ROOSEVELT-ALAMEDA NEIGHBORHOOD ROW IMPROVEMENT PROJECT
PHASE 3

Monthly Estimate No. 4 Job No. 21347

	Amount
Contract Amount	<u>\$244,050.00</u>
Amount of Approved Extra Work (CHANGE ORDERS1-10).....	<u>\$22,359.25</u>
Total Contract	<u>\$266,409.25</u>
Total Earned through <u>10/13/2004</u>	<u>\$273,197.87</u>
(90% of Work)	
Less 5% Retainage	<u>\$13,659.89</u>
Net Amount Due	<u>\$259,537.98</u>
Advance for Materials delivered to Job Site	<u>\$0.00</u>
Less Previous Payment	<u>\$167,389.76</u>
Balance Due this Payment	<u>\$92,148.22</u>

I certify that the estimates contained in this Monthly Estimate represent the true and correct amount of work performed or materials supplied for the period indicated.

DATE: _____
Approved for Payment
Lindell W. Turner
City of Pocatello
10/13/04

ROCKY MOUNTAIN ENGINEERING & SURVEYING

BY: *Mitchell Greer*
for (Mitchell Greer)

I have examined this Monthly Estimate and concur in the certification of the Engineer.

DATE: _____ Contractor: _____
By: _____

City of Pocatello
Roosevelt Alameda Neighborhood Improvement Project
Pocatello, ID

**ROOSEVELT-ALAMEDA NEIGHBORHOOD IMPROVEMENT PROJECT
PHASE 3**

Contractor: Kiggins Concrete
Last Updated: September 8, 2004

By: Rob

ISPE #	ITEM	UNIT	QUANT	UNIT PRICE	TOTAL	1-Jul-04	1-Aug-04	1-Sep-04	1-Oct-04	Total Remaining	% Complete	Total Work Completed
						Pay Request #1	Pay Request #2	Pay Request #3	Pay Request #4			
SITE PREP												
207-A	Misc. Removal of Obstructions	L.S.	1	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 750.00	\$ 250.00	\$ -	\$ -	100%	\$ 1,000.00
207-C1	Removal of Curb and Gutter	L.F.	150	\$ 3.00	\$ 450.00	\$ -	\$ 225.00	\$ 225.00	\$ -	\$ -	100%	\$ 450.00
207-C2	Removal of Concrete	S.F.	5000	\$ 0.75	\$ 3,750.00	\$ -	\$ 950.00	\$ 1,862.50	\$ 884.00	\$ (864.00)	292%	\$ 1,314.00
207-D2	Removal of 6"-24" Dia. Tree	E.A.	15	\$ 275.00	\$ 4,125.00	\$ 1,650.00	\$ 556.00	\$ 1,650.00	\$ 2,125.50	\$ (1,188.00)	132%	\$ 4,938.00
207-D3	Removal of tree (Larger than 24")	E.A.	10	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ -	\$ 1,500.00	\$ 275.00	\$ -	100%	\$ 4,125.00
210	SRW Retaining Wall	S.F.	100	\$ 20.00	\$ 2,000.00	\$ -	\$ -	\$ 2,000.00	\$ -	\$ (4,200.00)	310%	\$ 5,000.00
SURFACE REPAIRS												
307-A1	Misc. Surface Restoration	C.A.	1	\$ 4,850.00	\$ 4,850.00	\$ -	\$ 900.00	\$ 2,250.00	\$ -	\$ -	100%	\$ 4,850.00
307-D	Asphalt Restoration	S.F.	36055	\$ 1.60	\$ 56,088.00	\$ -	\$ 4,800.00	\$ 37,813.15	\$ 1,700.00	\$ -	100%	\$ 4,850.00
307-C	Gravel Restoration	S.F.	1600	\$ 1.00	\$ 1,600.00	\$ -	\$ -	\$ 3,082.28	\$ 31,063.20	\$ (17,588.35)	131%	\$ 73,678.35
307-E	Sod Restoration	S.F.	14852	\$ 0.65	\$ 9,854.00	\$ -	\$ -	\$ 2,747.92	\$ 1,709.76	\$ (1,070.21)	167%	\$ 2,670.21
CONCRETE CONSTRUCTION												
708-A	Curb and Gutter (Type Unspecified)	L.F.	5800	\$ 11.50	\$ 64,000.00	\$ -	\$ 22,095.25	\$ 38,108.40	\$ -	\$ -	100%	\$ 64,000.00
708-B	4" Concrete Valley Gutter	S.F.	670	\$ 20.00	\$ 13,400.00	\$ -	\$ -	\$ 4,400.00	\$ 4,185.35	\$ 56.00	100%	\$ 13,344.00
708-E	Concrete Sidewalk	S.F.	25035	\$ 2.75	\$ 68,846.25	\$ -	\$ 20,085.00	\$ 21,122.38	\$ 8,944.00	\$ (15,564.18)	123%	\$ 84,410.43
MISC CONSTRUCTION												
901	Irrigation System Repairs	L.F.	500	\$ 3.00	\$ 1,500.00	\$ -	\$ -	\$ 750.00	\$ -	\$ -	100%	\$ 1,500.00
2040	Fence Repair	L.F.	1100	\$ 5.00	\$ 5,500.00	\$ -	\$ 1,000.00	\$ 475.00	\$ 1,854.00	\$ (1,104.00)	174%	\$ 2,604.00
MISC ITEMS												
1103	Traffic Control	L.S.	1	\$ 4,000.00	\$ 4,000.00	\$ 400.00	\$ 3,000.00	\$ 600.00	\$ -	\$ -	100%	\$ 4,000.00
2010	Mobilization	L.S.	1	\$ 8,500.00	\$ 8,500.00	\$ 4,250.00	\$ 4,250.00	\$ -	\$ -	\$ -	100%	\$ 8,500.00
2020	Tree Installation	E.A.	12	\$ 400.00	\$ 4,800.00	\$ -	\$ -	\$ 800.00	\$ -	\$ 4,000.00	17%	\$ 800.00
2050	Towing	C.A.	1	\$ 500.00	\$ 500.00	\$ -	\$ -	\$ -	\$ 500.00	\$ -	100%	\$ 500.00
CO #5	Reprep Curb and Gutter	L.S.	8	\$ 100.00	\$ 800.00	\$ -	\$ -	\$ -	\$ 500.00	\$ 100.00	100%	\$ 800.00
CO #7	Reprep Curb and Gutter, Removal of Conc.	L.S.	1	\$ 420.00	\$ 420.00	\$ -	\$ -	\$ -	\$ 420.00	\$ -	100%	\$ 420.00
CO #8	Move Tree, Place Decorative Curb, R.W.	L.S.	1	\$ 1,326.00	\$ 1,326.00	\$ -	\$ -	\$ -	\$ 1,326.00	\$ -	100%	\$ 1,326.00
CO #9	Removal of Obstructions & Base Prep for Valley Gutter	L.S.	1	\$ 2,325.00	\$ 2,325.00	\$ -	\$ -	\$ 2,325.00	\$ -	\$ -	100%	\$ 2,325.00
*	Concrete Change from S.W. to Approach	S.F.	1025	\$ 1.00	\$ 1,025.00	\$ -	\$ 1,025.00	\$ -	\$ 720.00	\$ 30.00	96%	\$ 1,025.00
Total					\$ 266,408.25	\$ 7,300.00	\$ 62,130.25	\$ 122,400.17	\$ 111,722.77	\$ (37,143.94)	114%	\$ 720.00
5% Retainage						\$ 365.00	\$ 3,106.51	\$ 6,120.01	\$ 5,886.14			
Recommended Payment						\$ 6,935.00	\$ 59,023.74	\$ 116,280.18	\$ 108,136.63			TOTAL EARNED
												\$ 303,563.19

*Work Change Orders 1 through 10 are reflected in the quantities where applicable. The amounts that can't be reflected in the quantities are listed separately.

**COST & PAYMENT BREAKDOWN FOR ROOSEVELT ALAMEDA
NEIGHBORHOOD IMPROVEMENT PROJECT PHASE 3**

	Amount of Work Completed (Reflecting 5% Retainage)	Recommended Payment From Engineer	Actual Payment Made by PDA
July	\$ 6,935.00	\$ 6,935.00	\$ 6,935.00
August	\$ 59,023.74	\$ 59,023.74	\$ 59,023.74
September	\$ 116,280.16	\$ 116,280.16	\$ 101,431.02
October	\$ 106,136.63	\$ 92,148.22	

Total Amount of Work Completed	\$ 303,553.19
90% of Work Completed	\$ 273,197.87
Less 5% Retainage	\$ 13,659.89
Amount Due to Contractor Reflecting Retainage	\$ 259,537.98
July Payment	\$ 6,935.00
August Payment	\$ 59,023.74
September Payment	\$ 101,431.02
Amount Due Less Previous Payments	\$ 92,148.22

There are two spreadsheets that are handed in for each pay request. The application for payment tracks the actual amounts that were paid to the Contractor and how much he is due for the current payment. The other spreadsheet tracks the total amount of work that has been completed.

POCATELLO DEVELOPMENT AUTHORITY

REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2000 SERIES A

REQUISITION PURSUANT TO BOND ORDINANCE

Wells Fargo Bank
MAC U1859-031
999 Main Street, 3rd Floor
Boise, Idaho 83702
Attn: Corporate Trust Services

COPY

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of July 27, 2000, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: E-63
2. Payment is due to: City of Pocatello
3. The amount to be disbursed is: \$2,025.20
4. The funds are being disbursed from the Revenue Allocation Fund per Section 9 of the Ordinance for repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area. An amount equal to the aggregate of the next payment of principal and interest for all the outstanding bonds remain in the Revenue Allocation Fund after this disbursement.
5. All of this requested payment is for the items on the attached Schedule, which are costs of the Project. These costs have not been previously paid from the Revenue Allocation Fund or Construction Fund.

Attachments: See Attached Schedule of Costs to Requisition

DATED: September 15, 2004

POCATELLO DEVELOPMENT AUTHORITY

Authorized Representative

CITY OF POCATELLO

Authorized Representative

Terms used herein shall be as defined in the Bond Ordinance.

SCHEDULE OF COSTS TO REQUISITION
CERTIFICATE NO. E-63

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u>
Cheyenne Corridor project— invoice #7848	City of Pocatello P. O. Box 4169 Pocatello, ID 83205-4169	2,025.20

Attn: Finance Dept.

COPY

INVOICE TOTAL \$2,025.20 *oh*

INVOICE

CITY OF POCATELLO
911 NORTH 7TH AVENUE
P O BOX 4169
POCATELLO, ID 83205-4169
(208) 234-6214

TO: POCATELLO DEV AUTHORITY
1651 ALVIN RICKEN
POCATELLO, ID 83201

INVOICE NO: 7848
DATE: 8/27/04

CUSTOMER NO: 495/660

TYPE: EN - ENGINEERING CUSTOMERS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	ENG/CHEYENNE CORRIDOR 20% REIMBURSEMENT 7/24/04	2,025.20	2,025.20



*** THE CITY OF POCATELLO THANKS YOU FOR YOUR ***
** PROMPT PAYMENTS !!! **

A MUNICIPAL CORPORATION TOTAL DUE: \$2,025.20

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 8/27/04 DUE DATE: 9/27/04

NAME: POCATELLO DEV AUTHORITY

CUSTOMER NO: 495/660

TYPE: EN - ENGINEERING CUSTOMERS

REMIT AND MAKE CHECK PAYABLE TO:

CITY OF POCATELLO

ATTN: FINANCE DEPT

P O BOX 4169

POCATELLO

ID 83205-4169

(208) 234-6214

INVOICE NO: 7848

TERMS: NET 30 DAYS

AMOUNT:

\$2,025.20

CITY OF POCATELLO

P O BOX 4169
POCATELLO, ID 83205
(208)234-6225 fax (208)234-6279

Invoice No. 51-93

INVOICE

Customer

Name POCATELLO DEVELOPMENT AUTHORITY
Address 1651 ALVIN RICKEN DR
City POCATELLO State ID ZIP 83201
Phone _____

Date 08/25/2004
Order No. _____
Rep _____
FOB _____

Qty	Description	Unit Price	TOTAL
1	CHEYENNE CORRIDOR STUDY 20% OF COSTS ASSOCIATED WITH ENGINEERING SERVICES FROM HDR INC TO JULY 24, 2004	\$2,025.20	\$2,025.20

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

SubTotal	\$2,025.20
Shipping & Handling	\$0.00
Taxes	_____
TOTAL	\$2,025.20

Office Use Only

CHEYENNE CORRIDOR STUDY

COSTS ASSOCIATED WITH ENGINEERING SERVICES FROM HDR INC

PERIOD ENDING	INVOICE AMOUNT (PAID BY CITY)	ITD AMOUNT DUE (80%)	PDA AMOUNT DUE (20%)
05/01/04	\$ 4,568.16	\$ 3,654.53	\$ 913.63
05/29/04	3,689.44	2,951.55	737.89
07/24/04	1,868.42	1,494.74	373.68
TOTAL DUE THIS QUARTER	\$10,126.02	\$8,100.82	\$2,025.20

Please send remittance with copy of invoice to

P.O. Box 3480

Omaha, NE 68103-0480

HDR Engineering, Inc.
Salt Lake City, UT 84107-2594
Phone: (801) 281-8892

City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

Attn: Cac Turner
Agreement Administrator

Invoice No.: M-57094

Invoice Date: 5/4/2004

Period Ending: 5/1/2004

HDR Project No.: 09400-001-143

Amount Due: \$ 4,568.16

Professional services for period ending 5/1/04 for Cheyenne Overpass Pocatello.
Project No. DHP-1564(001), Key No. 7508, Agreement No. 4014.

LABOR	Hours	Rate	Cost
Charles Greenland	1	27.80	27.80
Lee Arnold	0	45.00	-
Curt Overcast	3	38.60	115.80
Michael Gordon	0	32.25	-
Tom Smith	34	45.00	1,530.00
Heidi Spoor	0	24.50	-
David Statkus	0	31.25	-
Carrie Ulrich	0	21.00	-
Jaron Green	0	21.25	-
TOTAL DIRECT LABOR	38		\$ 1,673.60
OVERHEAD @ 1.6309			2,729.47
Subtotal labor			\$ 4,403.07
EXPENSES			
Postage/Shipping			2.49
Travel			-
Phone/Fax			-
Printing/Copies/Plots			6.80
Technology Charge	\$ 4.10 /hr		155.80
Subtotal expenses			\$ 165.09
Subtotal HDR			\$ 4,568.16

SUBCONTRACTORS

Shapiro		\$ -
Harper-Leavitt		-
Kleinfelder	DATE <u>5/24/04</u>	-
Intermountain Demographics	ACCT. # <u>070-0001-425</u>	-
HDR - Boise	<u>40-02</u>	-
Intermountain Aerial	PROJ. #/AAMT <u>EAG050</u>	-
Subtotal subcontractors		\$ -

TL INV. AMT. \$ 4568.16

APPR. BY Bn

SEQ. NO.

Total Due This Invoice

\$ 4,568.16



ONE COMPANY
Many Solutions™

Invoice

Please send remittance with copy of invoice to

P.O. Box 3480
Omaha, NE 68103-0480

HDR Engineering, Inc.
Salt Lake City, UT 84107-2594
Phone: (801) 281-8892

City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

Attn: Cac Turner
Agreement Administrator

Invoice No.: M-60295

Invoice Date: 6/1/2004

Period Ending: 5/29/2004

HDR Project No.: 09400-001-143

Amount Due: \$ 3,689.44

5/29/04

Professional services for period ending 5/1/04 for Cheyenne Overpass Pocatello.
Project No. DHP-1564(001), Key No. 7508, Agreement No. 4014.

LABOR	Hours	Rate	Cost
Charles Greenland	1	27.80	27.80
Lee Arnold	0	45.00	-
Curt Overcast	3	38.60	115.80
Michael Gordon	0	32.25	-
Tom Smith	14	45.00	630.00
Heidi Spoor	0	24.50	-
Geoff Parkins	16	27.10	433.60
Carrie Ulrich	0	21.00	-
Jaron Green	5.5	21.25	116.88
TOTAL DIRECT LABOR	39.5		\$ 1,324.08
OVERHEAD @ 1.6309			<u>2,159.44</u>
Subtotal labor			\$ 3,483.52

EXPENSES

Postage/Shipping			
Travel		DATE <u>6/21/04</u>	30.40
Phone/Fax		ACCT. # <u>070-6001-425</u>	1.17
Printing/Copies/Plots			12.40
Technology Charge	\$ 4.10 /hr	PROJ. #/AMT. <u>FAG-050</u>	161.95
Subtotal expenses		TL INV. AMT. \$ <u>3689.44</u>	205.92
Subtotal HDR			\$ 3,689.44

SUBCONTRACTORS

Shapiro	SER. NO.	\$	-
Harper-Leavitt			-
Kleinfelder			-
Intermountain Demographics			-
HDR - Boise			-
Intermountain Aerial			-
Subtotal subcontractors			\$ -

Due This Invoice

\$ 3,689.44



ONE COMPANY
Many Solutions™

Invoice

Please send remittance with copy of invoice to

P.O. Box 3480

Omaha, NE 68103-0480

HDR Engineering, Inc.
Salt Lake City, UT 84107-2594
Phone: (801) 281-8892

City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

Attn: Cac Turner
Agreement Administrator

Invoice No.: M-68025

Invoice Date: 7/27/2004

Period Ending: 7/24/2004

HDR Project No.: 09400-001-143

Amount Due: \$ 1,868.42

Professional services for period ending 7/24/04 for Cheyenne Overpass Pocatello.
Project No. DHP-1564(001), Key No. 7508, Agreement No. 4014.

LABOR	Hours	Rate	Cost
Charles Greenland	1	27.80	27.80
Lee Arnold	0	45.00	-
Curt Overcast	1	38.60	38.60
Michael Gordon	0	33.50	-
John Buttenob	6	45.00	270.00
Heidi Spoor	0	25.75	-
Geoff Parkins	12	28.00	336.00
Carrie Ulrich	0	22.00	-
Jaron Green	0	21.25	-
TOTAL DIRECT LABOR	20		\$ 672.40
OVERHEAD @ 1.6309			1,096.62
Subtotal labor			\$ 1,769.02
EXPENSES			
Postage/Shipping			-
Travel			-
Phone/Fax			-
Printing/Copies/Plots			17.40
Technology Charge	\$ 4.10 /hr		82.00
Subtotal expenses			\$ 99.40
Subtotal HDR			\$ 1,868.42

SUBCONTRACTORS

Shapiro		\$	-
Harper-Leavitt			-
Kleinfelder			-
Intermountain Demographics			-
HDR - Boise			-
Intermountain Aerial			-
Subtotal subcontractors			\$ -

Total Due This Invoice

PROJ. #/AMT. _____
TL INV. AMT. \$ 1868.42

\$ 1,868.42

APPR. BY [Signature]

SERIAL NO. _____
[]

Valentine, Rayna

From: J. B. Owens [owenjack@isu.edu]
Sent: Thursday, September 09, 2004 12:37 PM
To: Neuhardt, Harry; Steve_Brown@craig.senate.gov; dan_schroeder@amis.com; hometeam@TheBrokerage.com; Chase, Roger; jimg@co.bannock.id.us; darsi@nicoh.com; john@idpl.net
Cc: Valentine, Rayna; ray@bannockdevelopment.org
Subject: OWENS>>Thank you, re: Whitman-Yellowstone project

Dear PDA Commissioners,

Thank you so much for your willingness to reconsider your decision about the Whitman-Yellowstone project and for your approval. For fifteen years, I have had a vision of what could happen in Old Town Pocatello and the Central West Side neighborhood attached to it, and I genuinely feel that someday, we will all look back on this Whitman-Yellowstone project as a significant chapter in the development of one of the most exciting commercial and residential areas in the Intermountain West. I hope that now and at that future moment, you will take justifiable pride in your work.

I hope that you will somehow distribute my thanks to those commissioners for whom I do not have e-mail addresses. Thank you.

Best wishes,
Jack

--
J. B. "Jack" Owens, Ph.D.
Professor of History & Guggenheim Fellow Idaho State University Pocatello, ID 83209, USA
-112.43 x 42.87 (Long/Lat)
E-mail: owenjack@isu.edu
WWW: <http://www.isu.edu/~owenjack>
Tel: (208) 282-3232
FAX: (208) 282-4267

Valentine, Rayna

From: Sylvia Raumaker [SRaumake@djc.state.id.us]
Sent: Friday, September 03, 2004 2:36 PM
To: dan_schroeder@amis.com; MtnView208@aol.com; char@bannockdevelopment.org; ray@bannockdevelopment.org; jimg@co.bannock.id.us; steve_brown@craig.senate.gov; john@idpl.net; owenjack@isu.edu; downwardfuneralhome@msn.com; darsi@nicoh.com; jney@pmt.coop; avalladoid@pnhs.org; ltheiring@pnhs.org; rwallace@pnhs.org; Underwood, Brian; Tranmer, Dean; Nye, Eva; Moore, Gary; Chase, Roger; Stallings, Richard; Valentine, Rayna; Neuhardt, Harry; mjt@srv.net; hometeam@thebrokerage.com
Cc: purple2syl@aol.com
Subject: Whitman & Yellowstone Hotels

PDA Commissioners, Mr. Mayor and City Council Members:

I have been a resident of Pocatello for only 3 years, but in those 3 years I have come to truly enjoy living in Old Town. I love the feeling of the historic districts in Pocatello and love the architecture of Old Town.

I was present at the last PDA meeting where it was decided not to fund the restoration of Whitman and Yellowstone hotels. I am truly amazed and disappointed to hear this. I do not understand and hope that you can explain how it makes sense not to contribute to the funding for restoration of \$513,000. That the City would rather pay for demolition in the amount of probably over \$600,000.

The restoration of the hotels would certainly bring money into Old Town. Yes, maybe the new residents would be low to moderate-income families, but they still need to eat, probably shop at Ridley's, which is still in Old Town, and frequent some of the restaurants in Old Town. I don't understand; because the new residents would not be in the high-income bracket, does not mean they would not be spending money.

Also proposed inside of these 2 hotels the plan was to put commercial shops in the lobbies. That would be attraction to the rest of the city and help draw others from outside of Old Town to come spend money.

And what about the "Central Corridor"? It's my understanding the map was redrawn to include the south 5th connector. Originally this connector was not included in the confines of the central corridor and would not been eligible for TIF funding.

As a resident of Old Town I would like to know how widely will the PDA disburse TIF outside the original area of impact?

Respectfully submitted,

Sylvia Raumaker
331 S Garfield
317-4569

Valentine, Rayna

From: Mike Theiring [MTheirin@ci.state.id.us]

Sent: Friday, September 03, 2004 1:26 PM

To: dan_schroeder@amis.com; char@bannockdevelopment.org; ray@bannockdevelopment.org; jimg@co.bannock.id.us; Steve_Brown@craig.senate.gov; john@idpl.net; darsi@nicoh.com; Tranmer, Dean; Chase, Roger; Valentine, Rayna; Neuhardt, Harry; hometeam@TheBrokerage.com

Subject: PDA

Hello PDA Commissioners,

I have some comments regarding your decision from the Wednesday Sept 1 meeting.

I understand you may have some reluctance to help "old town" anymore than you already have - I know that the PDA has helped immensely with the current main street construction, even though this should have been a City of Pocatello budget infrastructure project anticipated over the last 100 years. After reading from the Consolidated Central Corridor Urban Renewal Area Plan of 1998, it appears that you have missed an opportunity to support a great project brought to you by the private sector.

I will quote from the Plan:

Purpose of the Plan "level or reduce the City's levy rate by increasing the tax base by more aggressively engaging in redevelopment of under utilized areas ... partnering with the private sector to enhance the development and to attract new or expanded businesses to improve the Pocatello economy"

Goals of the Plan "Commercial Redevelopment - proactive efforts of local government, non-profit organizations, and the private sector to reduce dis-investment in blighted areas and to promote greater interest in infill commercial activities"

Abandoned and vacant buildings "There is a high number of abandoned buildings and vacant and deteriorated properties in the area that are in need of renovation and redevelopment"

The request from these private investors to rehabilitate 2 historic hotels in the core of our city is a fantastic way to use PDA funds. This proposal certainly seems more deserving of urban renewal funds than a project like the Cheyenne crossing, which in my opinion has little to do with urban renewal.

The request on Wed represents only 10% of a \$5,000,000 project - I hope you will reconsider your decision and award the balance of funds to allow these community-minded investors to proceed with their noble enterprise. A yes vote will show that our leaders are willing to support reinvestment in our own community.

Thanks for your time,

Mike Theiring
1054 N Hayes
Pocatello

Valentine, Rayna

From: owenjack@isu.edu
Sent: Sunday, September 05, 2004 9:05 PM
To: Neuhardt, Harry; Chase, Roger; dan_schroeder@amis.com; MtnView208@aol.com; jimg@co.bannock.id.us; steve_brown@craig.senate.gov; john@idpl.net; darsi@nicoh.com; ray@bannockdevelopment.org; char@bannockdevelopment.org
Cc: Underwood, Brian; Nye, Eva; Moore, Gary; Stallings, Richard; Frasure, Ron; Valentine, Rayna; Tranmer, Dean; Chambers, Robert; Tingey, Tim; Pak, Michelle; otp@oldtownpocatello.com; jerry_myers@myers-anderson.com
Subject: OWENS>>Whitman-Yellowstone project

Sunday, 5 September 2004

Dear PDA Commissioners and others,

I hope that this message will be conveyed to those PDA members for whom I do not have e-mail addresses.

I implore those of you who voted against it to reverse your decision about the Whitman-Yellowstone project. I realize that you gave yourselves no time to review the correspondence submitted in favor of the project. I wrote one of those messages as a resident of the neighborhood immediately west of Old Town. Now I want to put on my professional hat to discuss the benefits of the project.

Since 1998, I have worked to master the technology known as Geographic Information Systems (GIS) in order to apply it to research and teaching in my field. My colleague Laura Woodworth-Ney and I have designed the world's first Master's degree program in geographically-integrated History, which is about to go through the formal process for approval by the State Board of Education. My research in this area is considered to be so innovative and outstanding that I am the first university faculty member in Idaho's history to be named a Guggenheim Fellow.

Because GIS has become the basis of planning for cities and other administrative units (e.g., counties) across the country and world, I have read hundreds of studies, as I learned the technology, about the revitalization of core urban areas affected negatively by suburban sprawl of the type characteristic of northern Bannock County. Thanks to some foreign aid from Spain, I was able to bring to ISU this summer one of the young experts on this subject, Francisco Miguel García Gómez of the Universidad de Valladolid, who was fascinated by the great potential of Old Town Pocatello. I keep an aerial photo of Valladolid outside of my lab because that city is a model of what can be accomplished by political leaders sensitive to the fundamental need for core revitalization in the interest of urban fiscal and environmental health.

Seldom does one see a large group of studies about investment decisions with such a uniform result: the key to core revitalization is the restoration of residence in the core to increase commercial vitality and security. Obviously, my own residential choice represents a "boots on the ground" commitment to making the historic core of my city what I believe it can become. When I work in Valladolid, Spain, I live in its revitalized core in part to remind myself of what Pocatello might be someday with proper political leadership.

After PDA has invested so many millions of dollars in downtown infrastructure, it would be folly not to invest a further \$500,000 in the development of residential apartments in the historic Whitman and Yellowstone hotels because this latter investment will make all of the earlier expenditure a success. For all of the talk about possible future opportunities, which no one can guarantee, it is important to use the old conservative principle that "a bird in the hand is worth two in the bush."

There was one part of Dale Bowden's impressive presentation that I don't believe some PDA members fully grasped. He explained that Pocatello was the only place in the large region between Boise and Cheyenne that could develop a sense of place on the basis of its surviving historic core. In a highly competitive environment for new employers, it would be a grave error to sacrifice the kind of visibility and distinctiveness that the Whitman-

Yellowstone project could create for Pocatello and northern Bannock County. One need not be interested in historic preservation to make the hard-headed business decision to grab an opportunity to outshine all of those communities with which our development plan competes.

Moreover, if you look at existing areas like the possible future Old Town, you will find that they are particularly popular with those with high-paying jobs, which also makes them desirable for the employers of such people. Increasingly, all towns the size of Pocatello have the same big-box retail establishments, malls, and strip of franchised businesses. Those with sufficient income want something additional that a vibrant historic area provides.

One cannot think about Old Town development only on the basis of the existing businesses, many of which are one-stop "destination" stores. There is too much unused commercial and open space that can be employed for other things. The more vibrant life and security provided by residents attract other types of business for a different and richer mix of what is available. Visit any of the U.S. examples of such areas (e.g., Denver's LoDo district or St. Louis' Central West End), and you will quickly see what I mean.

Moreover, you must take into account the impact of a more vital core downtown on the surrounding commercial and residential area. This would include the development of the area along West Center Street west of Garfield and the projected office building complex in the eastern part of the former "Black Triangle" neighborhood. I remember the Georgetown area of Washington, D.C., when it was a blighted neighborhood, and Pocatello's smaller scale and higher level of physical condition make it more likely that we can achieve similar results here in the western residential zone that folds around Old Town.

Finally, it is important to recognize the need for the type of housing that the Whitman-Yellowstone project will provide. Job expansion in the current economy comes almost entirely at the level of low-paying employment. For example, the new development of the area between Yellowstone and the interstate, which has been so trumpeted of late, will consist almost entirely of this type of employment, and a good bit of economically-accessible housing will be destroyed in the process. Too many of those who work hard but have difficulty maintaining their families are forced to live in Pocatello in sub-standard housing and deserve attention to their needs. They are citizens of the city and county too.

At its recent meeting, several PDA members discussed their "philosophies," which are not real philosophies but biases or preferences in favor of suburban sprawl, with its attendant expensive infrastructure extension and unattractive damage to northern Bannock County's air and water, and against the core redevelopment for which the TIF originally existed. Although it may serve as a useful political myth to justify the expansion of the TIF district so that its funds could be used for these purposes, neither development along I-15 nor the Cheyenne Corridor project will contribute significantly to the revitalization of Pocatello's central areas. These projects will simply promote further sprawl in the lower Portneuf Valley, to the joy of certain developers. If you really want to make sure that the Old Town area is revitalized and the existing TIF expenditures have a significant impact, you must provide the additional \$500,000 for the Whitman-Yellowstone project because it is the key to ultimate success.

Thank you for reading such a long message.

Best wishes,
Jack

J. B. "Jack" Owens, Ph.D.
Professor of History & Guggenheim Fellow Idaho State University
153 South Johnson Avenue
Pocatello, ID 83204-4229
233-8589

911 North 7th
P.O. Box 4169
Pocatello, ID 83205
Office: 208-234-6149
FAX: 208-234-6207

City of Pocatello
City Attorney's Office

Fax

Date: 9/8/04 Total Number of Pages: 3

To: Dale Bowden
Idaho Housing

Fax Number: 208-424-7091

From: Rayna Valentine, Sec
PDA

Comments: Attached are letters from the PDA
Chair + Mayor Chase noting approval
of the project and funding. Originals
are being mailed this afternoon.

Pocatello Development Authority

ISU Research and Business Park
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

An urban renewal agency for the City of Pocatello, Idaho

September 8, 2004

Dale Bowden
Idaho Housing and Finance Association
565 West Myrtle Street
P.O. Box 7899
Boise, ID 83701-7899

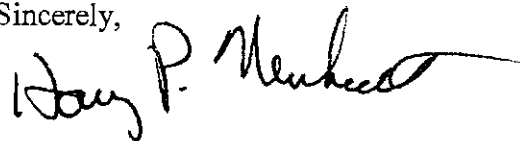
Re: Housing Rehabilitation Project; Whitman and Yellowstone Hotels

Dear Mr. Bowden:

I am happy to inform you that, at the Pocatello Development Authority meeting this morning, the Board of Commissioners approved your request for financial assistance for the above project. The motion authorized up to \$513,000 in PDA funding for the construction/rehabilitation of these buildings. A copy of the minutes of the meeting will be provided to you after they have been prepared and approved by the PDA Board of Commissioners. In the meantime, we are providing this letter for you to submit with other applications as needed for proof of the PDA commitment.

You should know that the Board received overwhelming support in the form of letters and e-mails urging consideration of this project as a means of revitalizing the historic downtown area, rehabilitating deteriorated buildings, and increasing the supply of quality affordable housing. On behalf of the members of the Board, I wish you success in the endeavor.

Sincerely,



Harry Neuhardt, Chairman
Pocatello Development Authority

HN/rv

Kevin R. Marsh

1036 N. Hayes Ave.
Pocatello, ID 83204
(208)233-4908

September 6, 2004

Pocatello City Council
911 North 7th Ave.
Pocatello, ID 83201

Dear Mayor Chase & Members of the City Council,

I would like to express my disappointment regarding the Pocatello Development Authority's vote last week to reject direct tax support of the current efforts to renovate the Whitman and Yellowstone Hotels in Old Town. I hope the PDA will reconsider the matter quickly. This is a unique opportunity that provides the ideal situation for using taxing incentives for economic development in the city. It is worth the risks involved in tying up PDA resources for the time being, as some opponents to the plan have argued it would do.

I support the mandate of the PDA to subsidize economic development initiatives in the city, but in terms of priorities, I believe that there is no better way to employ the powers of PDA financing than to help refurbish and revitalize Pocatello's commercial, urban, and historic core. There is tremendous value already standing in the downtown area today, even though much of the space is vacant. These are buildings that in their structural and architectural qualities can not be replicated without great expense. In terms of places to put public resources to promote development, this is a project that provides the greatest possible return for a relatively small investment of public funds.

Pocatello is quite fortunate to have so much of our downtown core left. In other comparable cities, the revitalization of a historic downtown is central to economic success. Yet, quite often, other cities do not have as much of their old center left as Pocatello has. Boise is a good example of a thriving city that deeply regrets losing much of its historic center in previous years through neglect and poor planning. Downtown Boise is economically and culturally vibrant today, especially around the historic buildings that remain. However, Pocatello I believe has more of its historic downtown left intact than Boise. We have a great potential here that should be at the highest priority for PDA resources. Along with our location, climate, and the university, I think that Old Town in general is Pocatello's greatest asset.

This project to renovate the Whitman and Yellowstone Hotels seems like an excellent investment opportunity, one that PDA should support as a priority.

Sincerely,



Kevin R. Marsh

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1036 N. Hayes Ave.
Pocatello, ID 83204
(208)233-4908

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This project to renovate the Whitman and Yellowstone Hotels seems like an excellent investment opportunity, one that PDA should support as a priority.

Sincerely,



Kevin R. Marsh

POCATELLO DEVELOPMENT AUTHORITY

REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2000 SERIES A

REQUISITION PURSUANT TO BOND ORDINANCE

Wells Fargo Bank
MAC U1859-031
999 Main Street, 3rd Floor
Boise, Idaho 83702
Attn: Corporate Trust Services

COPY

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of July 27, 2000, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: E-61
2. Payment is due to: City of Pocatello
3. The amount to be disbursed is: \$36,466.11
4. The funds are being disbursed from the Revenue Allocation Fund per Section 9 of the Ordinance for repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area. An amount equal to the aggregate of the next payment of principal and interest for all the outstanding bonds remain in the Revenue Allocation Fund after this disbursement.
5. All of this requested payment is for the items on the attached Schedule, which are costs of the Project. These costs have not been previously paid from the Revenue Allocation Fund or Construction Fund.

Attachments: See Attached Schedule of Costs to Requisition

DATED: September 15, 2004

POCATELLO DEVELOPMENT AUTHORITY

Authorized Representative

CITY OF POCATELLO

Authorized Representative

Terms used herein shall be as defined in the Bond Ordinance.

SCHEDULE OF COSTS TO REQUISITION
CERTIFICATE NO. E-61

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u>
Property Acquisition—Iron Triangle project	City of Pocatello P. O. Box 4169 Pocatello, ID 83205-4169	36,466.11

Attn: Finance Dept.

COPY
chd

INVOICE TOTAL \$36,466.11

The above are to be paid upon receipt by Trustee of an invoice therefor.

CITY OF POCATELLO
100 NORTH 7TH AVENUE
POCATELLO, IDAHO 83205

DEV. AUTHORITY
ALVIN BROWN
POCATELLO, IDAHO

INVOICE NO. 7918
DATE 9/03/04

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	COMM/PROPERTY ACQUISITION	36,466.11	36,466.11



THE CITY OF POCATELLO THANKS YOU FOR YOUR BUSINESS
** PROMPT PAYMENTS !!! **
A MUNICIPAL CORPORATION OF IDAHO
TOTAL DUE: \$36,466.11

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/03/04 DUE DATE: 9/03/04 NAME: POCATELLO DEV AUTHORITY
CUSTOMER NO: 495/1545 TYPE: CD - COMMUNITY DEV & RESEARCH

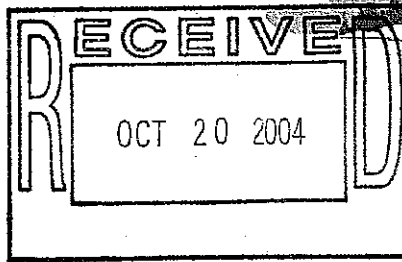
REMIT AND MAKE CHECK PAYABLE TO:
CITY OF POCATELLO
911 NORTH 7TH AVENUE
PO BOX 4169
POCATELLO ID 83205-4169

INVOICE NO: 7918 AMOUNT: \$36,466.11
TERMS: NET 0 DAYS

IRON TRIANGLE REDEVELOPMENT PROJECT

DATE DESCRIPTION AMOUNT BALANCE

9/10/2002	Project Approval			\$150,000.00
12/17/2003	Property Purchase	50,000.00		\$100,000.00
12/19/2003	Property Tax Pymt.	920.49		\$99,079.51
5/19/2004	Requisition #E-54	63,533.89		\$35,545.62
9/15/2004	Requisition #E-61	36,466.11		-\$920.49



Kelley
Real Estate Appraisers, Inc

Jeffrey L. Kelley
Certified General Appraiser

Gene E. Kelley, C.G.A.
Gregory G. Kelley, C.G.A. *
Jeffrey L. Kelley, C.G.A.

* Also Certified in Wyoming

October 18, 2004

Robert Chambers
CITY OF POCATELLO
911 North 7th Avenue
Pocatello, Idaho 83205

RE: Complete Summary Appraisal Reports
Subject: Poleline Road Project
3 Properties Along Lou Avenue
City of Pocatello, Bannock County, Idaho

Dear Mr. Chambers:

I appreciate the opportunity to work with you and the City of Pocatello on this project. I hope that the appraisals I have prepared will help the city in acquiring these properties.

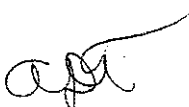
I have attached an invoice for my services. This invoice includes the fee for the appraisals and any future consultation between me, the city and/or your attorneys prior to trial. It does not include any time I may expend testifying in court.

If you have any questions, please contact me at 208.529.5058 or 208.521.5059.

Sincerely,

Jeffrey L. Kelley
Appraiser, Idaho CGA #362

MEMORANDUM

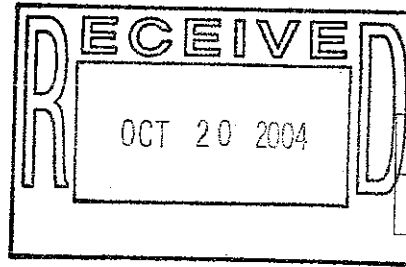
TO: Roger Chase
FROM: A. Dean Tranmer 
DATE: October 20, 2004
RE: PDA Terms of Office

State code 50-2006 states that members serve for terms not to exceed five years and that the chair is to be elected for a term of one year. There are no provisions in the state statute regarding either the authorization or prohibition of re-appointments or re-election of members.

By-laws state "appointment or reappointment" which we have interpreted to mean members can serve a term and be reappointed once for a second term. This is consistent with the way other City boards and committees are treated. The elections section specifies that a "successor" be elected—which normally means a different person from the incumbent, but it is not absolutely required.

For appearances' sake it might be better **not** to have any officer serve more than one consecutive year in a given position—last year we had Harry re-elected because we had forgotten about elections until so late and no one else was interested.

KELLEY REAL ESTATE APPRAISERS, INC.
 520 West 15th Street, Suite 100
 Idaho Falls, ID 83402-4269
 (208) 529-5058
 Tax ID: 82-0534755



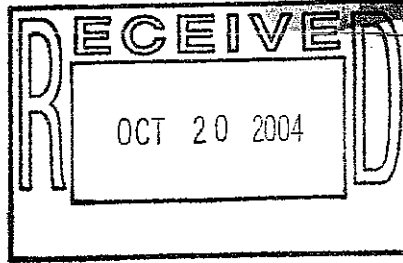
Invoice

DATE	INVOICE NO.
10/19/2004	03-04-42

BILL TO
City of Pocatello 911 North 7th Street P.O. Box 4169 Pocatello, Idaho 83201 Attn: Treasurer's Office

TERMS
Due on receipt

DESCRIPTION	AMOUNT
1) COMPLETE APPRAISAL; SUMMARY APPRAISAL REPORT - \$3,000 SUBJECT: Anderson Duplex Apartment Building 765 West Lou Avenue Pocatello, Idaho	9,000.00
2) COMPLETE APPRAISAL; SUMMARY APPRAISAL REPORT - \$3,000 SUBJECT: David Anderson Dwelling 749 West Lou Avenue Pocatello, Idaho	
3) COMPLETE APPRAISAL; SUMMARY APPRAISAL REPORT - \$3,000 SUBJECT: Jeffrey Anderson Property 743 West Lou Avenue Pocatello, Idaho	
NOTE: These appraisals were authorized by Robert Chambers of the City Planning and Zoning Department	
Thank you for your business. Your prompt payment from this invoice will be greatly appreciated.	Total \$9,000.00



Kelley
Real Estate Appraisers, Inc

Jeffrey L. Kelley
Certified General Appraiser

Gene E. Kelley, C.G.A.
Gregory G. Kelley, C.G.A. *
Jeffrey L. Kelley, C.G.A.

* Also Certified in Wyoming

October 18, 2004

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CITY OF POCATELLO
911 North 7th Avenue
Pocatello, Idaho 83205

RE: Complete Summary Appraisal Reports
Subject: Poleline Road Project
3 Properties Along Lou Avenue
City of Pocatello, Bannock County, Idaho

Dear Mr. Chambers:

I appreciate the opportunity to work with you and the City of Pocatello on this project. I hope that the appraisals I have prepared will help the city in acquiring these properties.

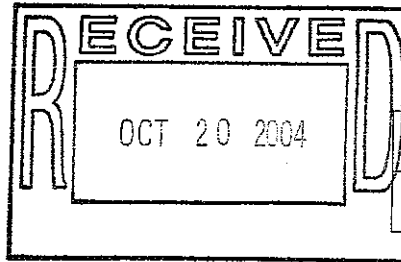
I have attached an invoice for my services. This invoice includes the fee for the appraisals and any future consultation between me, the city and/or your attorneys prior to trial. It does not include any time I may expend testifying in court.

If you have any questions, please contact me at 208.529.5058 or 208.521.5059.

Sincerely,

Jeffrey L. Kelley
Appraiser, Idaho CGA #362

KELLEY REAL ESTATE APPRAISERS, INC.
 520 West 15th Street, Suite 100
 Idaho Falls, ID 83402-4269
 (208) 529-5058
 Tax ID: 82-0534755



Invoice

DATE	INVOICE NO.
10/19/2004	03-04-42

BILL TO
City of Pocatello 911 North 7th Street P.O. Box 4169 Pocatello, Idaho 83201 Attn: Treasurer's Office

TERMS
Due on receipt

DESCRIPTION	AMOUNT
1) COMPLETE APPRAISAL; SUMMARY APPRAISAL REPORT - \$3,000 SUBJECT: Anderson Duplex Apartment Building 765 West Lou Avenue Pocatello, Idaho	9,000.00
2) COMPLETE APPRAISAL; SUMMARY APPRAISAL REPORT - \$3,000 SUBJECT: David Anderson Dwelling 749 West Lou Avenue Pocatello, Idaho	
3) COMPLETE APPRAISAL; SUMMARY APPRAISAL REPORT - \$3,000 SUBJECT: Jeffrey Anderson Property 743 West Lou Avenue Pocatello, Idaho	
NOTE: These appraisals were authorized by Robert Chambers of the City Planning and Zoning Department	

Thank you for your business. Your prompt payment from this invoice will be greatly appreciated.

Total \$9,000.00



OFFICE OF THE MAYOR
911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83205
(208) 234-6163
Fax: (208) 234-6297
www.pocatello.us

ROGER W. CHASE
Mayor

Pocatello City Council:
RON FRASURE
GARY MOORE
HARRY NEUHARDT
EVA JOHNSON NYE
RICHARD STALLINGS
BRIAN T. UNDERWOOD

September 28, 2004

Mr. Jerry Reese, Forest Supervisor
Caribou -Targhee National Forest
U.S. Department of Agriculture
1405 Hollipark Drive
Idaho Falls, Idaho 83401

Re: Application for Land Exchange of National Forest Service Land with the Pocatello Development Authority of the City of Pocatello.

Dear Mr. Reese:

Under the provisions of the Townsite Act of 1958, and in keeping with the legislative intent of this Act, the City of Pocatello is making formal application requesting a land exchange between the U.S. Forest service and its agent, the Pocatello Development Authority (PDA), in order for the City of Pocatello to meet essential community needs.

Statement on Conveyance Policy

The Townsite Act allows the consideration of land exchange when conveyance or use is in the public interest (Title Claims, Sales, and Grants Handbook Policy Section 22.03 {2}).

The City of Pocatello considers the public interest to include the ability of a local government to provide for the health, safety, and general welfare of its residents by ensuring delivery of basic services (water, sewer, police, fire, etc.), to its residents as well as to provide an environment that is conducive to the employment and economic prosperity of its residents. As it will be demonstrated, this land exchange will meet this definition of public interest.

U.S. Forest Land Description

The U.S. Forest service land is comprised of four separate parcels having a combined area of 5.35 acres (see attached map and legal description). It is bounded on the north by Bannock County land, on the west by City of Pocatello right-of-way, and on the south and east by lands owned by Rail Crossing LLC. The land to the east is the former Associated Foods Site, a 12.22 site in need of redevelopment.

Land Exchange Rationale

The Townsite Act allows the consideration of land exchange when the land exchanged would "serve indigenous community objectives that outweigh the public objectives and values which would be served by maintaining the tract in Federal ownership" (Ibid, Application Section 22.1 {2} {c}).

The U.S. Forest Service parcels are underutilized, and therefore unproductive lands located in the heart of one of Pocatello's targeted commercial districts. Converting these parcels to productive commercial use is deemed essential to the public interest for the following reasons:

1. Pocatello lacks development ready, commercial sites for sale of between 15 and 20 acres. A recent call to a local commercial realtor confirmed that as of September 13, 2004, there were no commercial properties, of this acreage, listed for sale in Pocatello.
2. Pocatello's growth strategy, of necessity, is identifying, acquiring, assembling, and preparing sites for redevelopment. This is especially important for high visibility, high traffic volume sites as is this one.
3. This area is deemed "blighted" and in need of redevelopment. Currently, the former Associated foods site is "upside down" in terms of its assessed value having a building value that is less than the value of the land upon which it sits. Redevelopment costs are often higher than development costs on vacant land as demolition and other site mitigation factors must be taken into account. Therefore, parcel size becomes important to the redevelopment effort in order for the costs of redevelopment to be recouped by the larger market value generated by the development itself. Current redevelopment efforts on this site are hindered by parcel size and issues related to access. Both issues will be addressed by the land exchange.
4. Employment opportunities are created as underutilized and unproductive lands are redeveloped.
5. The City's ability to fund basic operations supported by the property tax is enhanced as underutilized and unproductive lands are redeveloped. In this instance, the City would be able to convert tax exempt properties (U.S. Forest Service parcels), and a blighted parcel (the former Associated Foods site), into a developable site with the assessed value jumping from \$1,875,000 to an estimated \$14,700,000 value in less than a 5-year period.

Availability of Alternate Sites

As previously mentioned, there are no other alternate sites of equivalent size currently available for sale within the City of Pocatello.

Development Plan

The former Associated Foods site has been purchased by a development company. The redevelopment will be named Rail Crossings. Rail Crossings will replace the existing warehouse with new structures that will house one or more major national retail tenant and multiple smaller retail establishments. Preliminary lease negotiations have begun with such retailers as Ross Dress for Less; Bed, Bath and Beyond; Staples; and Old Navy. In addition to these retail establishments, the development will include entertainment and dining options (see enclosed map). As mentioned earlier, the U.S. Forest Service land is challenged by access. Separating this land from the overall redevelopment plans would likely leave it with less value due to poor access to the main Yellowstone Highway.

Construction is anticipated to begin late winter 2004 or early spring 2005. Full build-out is expected within a 5-year period of time.

Zoning of Land Proposed for Development

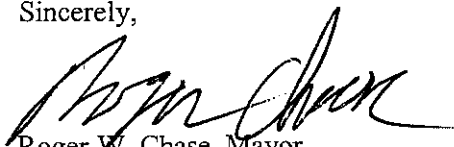
The comprehensive land use map and zoning ordinance for the City of Pocatello have identified this land as "commercial general." As such, the proposed development plan is consistent with this zoning. The U.S. Forest Service land, once exchanged, would also be zoned commercial general.

Exchange Proposal

The tract offered for exchange to the U.S. Forest Service, is a 6.62 acre parcel located near Pine Creek Summit and legally described as Block 2, Lot 1 of the Forest Road Subdivision. In addition, to this parcel (at an estimated value of \$200,000), the Pocatello Development Authority will make available \$100,000 dollars cash as part of the exchange. In return, the City desires ownership of the tract of land currently owned by the U.S. Forest Service and legally described elsewhere in this document.

We believe this is a win/win exchange opportunity for both the U.S. Forest Service and the City of Pocatello. We are pleased to make this application and remain optimistic that the Forest Service will allow this redevelopment effort to move forward as described and as explained to be in the public's interest. Thank you for your time and attention to this matter. Please do not hesitate to call with questions.

Sincerely,



Roger W. Chase, Mayor
City of Pocatello

Sincerely,



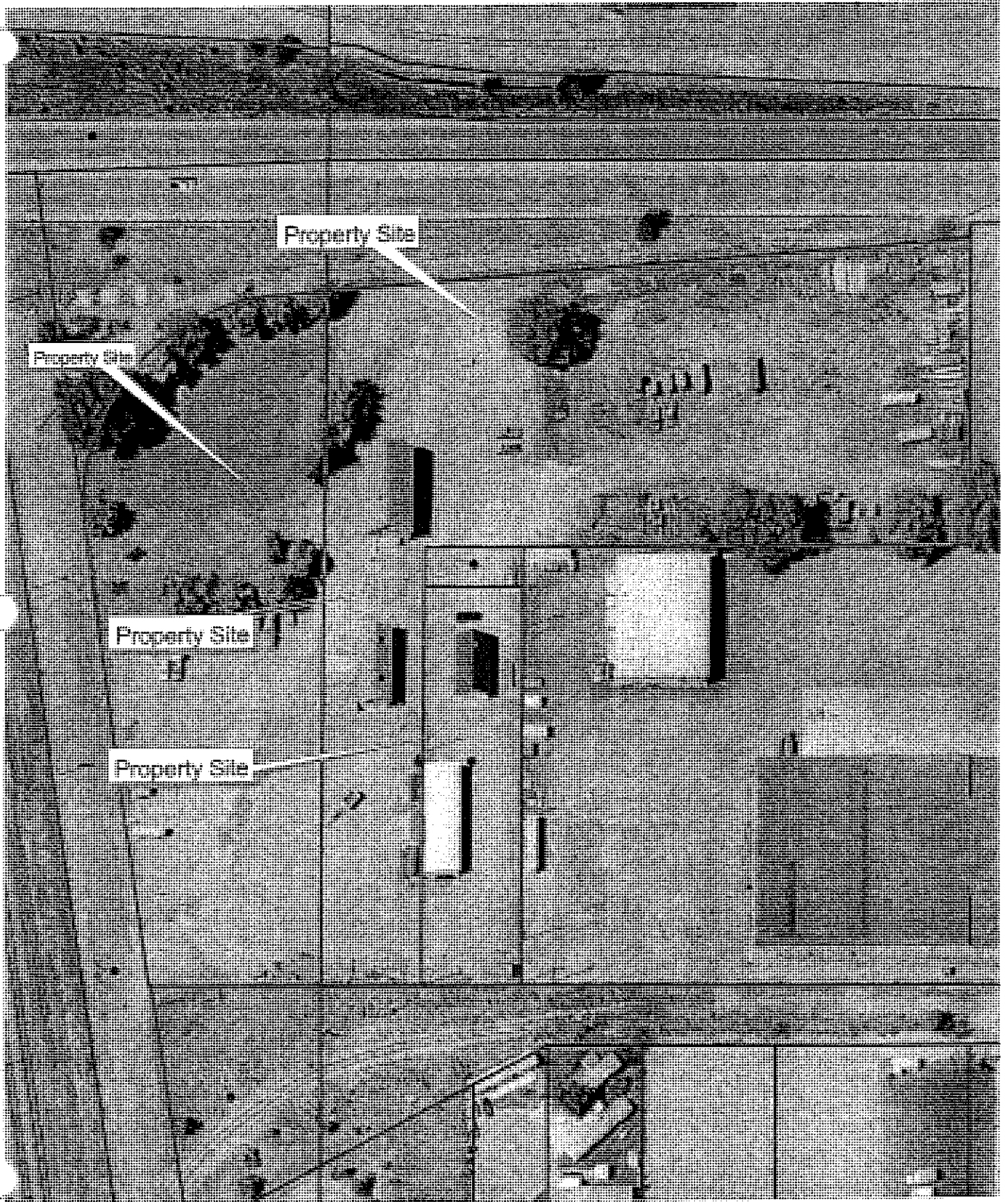
Harry Neuhardt, Chair
Pocatello Development Authority

Enclosures

Cc: Pocatello Development Authority Board Members
Pocatello City Council
Dean Tranmer, City Attorney
David Swindell, Chief Financial Officer
Robert Chambers, Planning and Development Services
Ray Burstedt, PDA Executive Director

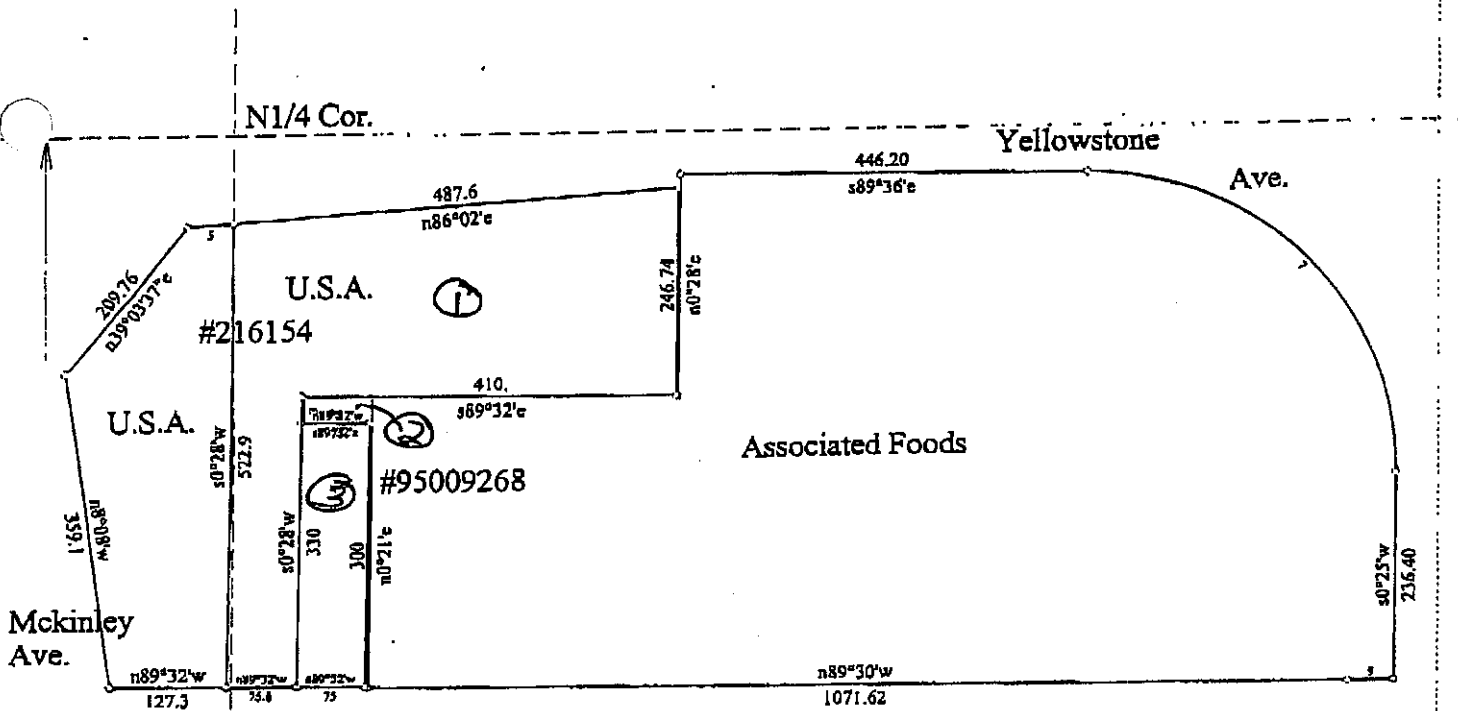
**U.S. FOREST LAND
MAP AND LEGAL
DESCRIPTION**

U.S. Forest Service Land



Scale 1:100



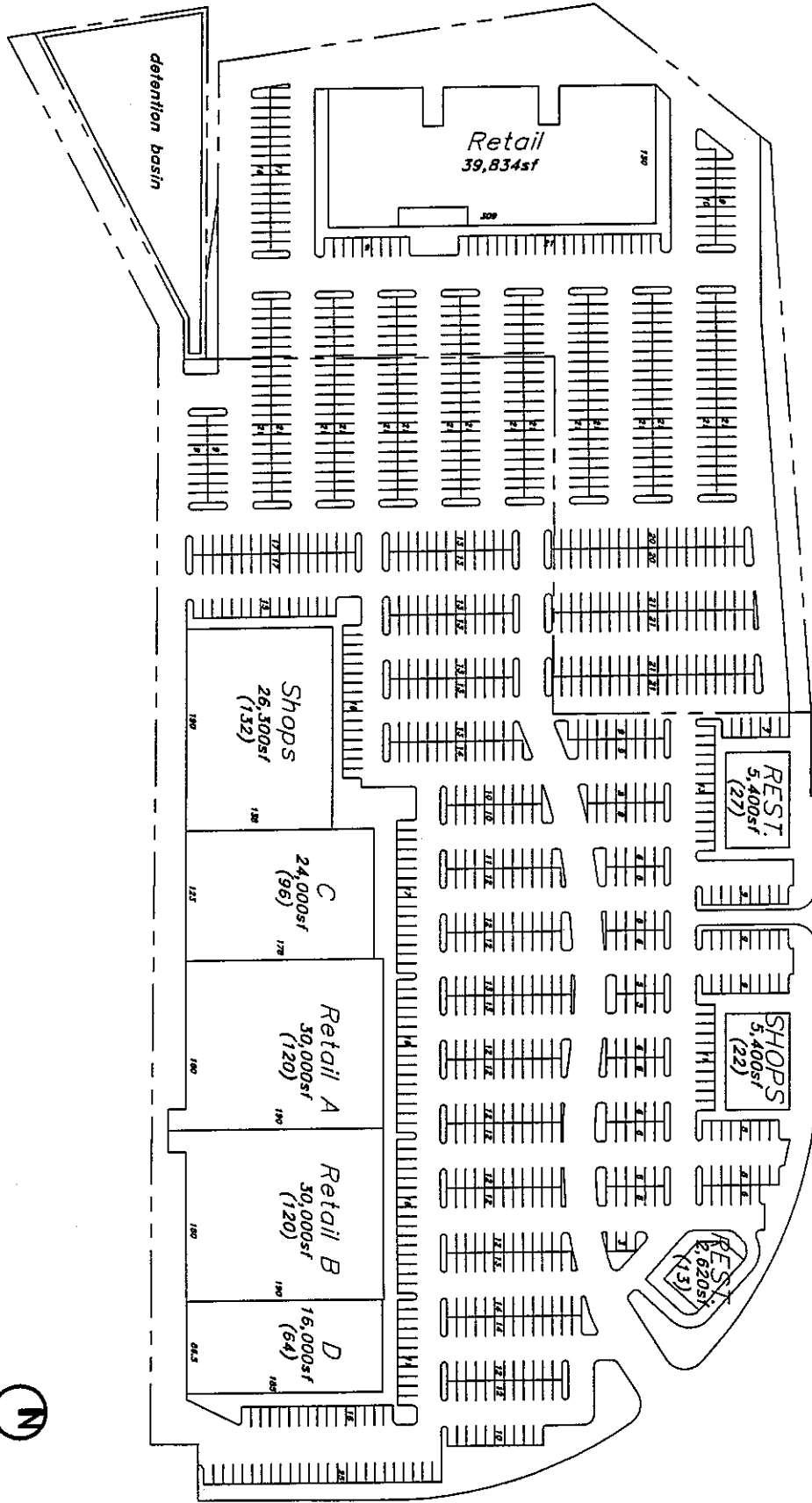


Title: Associated Foods and Surrounding Properties		Date: 01-30-2004
Scale: 1 inch = 200 feet	File: 3010410113.des	
Tract 1: 12.474 Acres: 543377 Sq Feet: Closure = n57.1341e 0.51 Feet: Precision = 1/6673: Perimeter = 3405 Feet Tract 2: 0.052 Acres: 2250 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 210 Feet Tract 3: 0.517 Acres: 22500 Sq Feet: Closure = n00.0000e 0.00 Feet: Precision > 1/999999: Perimeter = 750 Feet Tract 4: 2.939 Acres: 128013 Sq Feet: Closure = n58.0218w 0.40 Feet: Precision = 1/5143: Perimeter = 2057 Feet Tract 5: 1.694 Acres: 73778 Sq Feet: Closure = n32.2142e 0.00 Feet: Precision = 1/346045: Perimeter = 1269 Feet		
001=/sw,nw,nw,14,6s,34e	018=/n08.08w 706.4	035=/s0.28w 97.7
002=/n89.36w 22	019=/s89.32e 271.1	036=/n86.02e 487.6
003=/n08.08w 706.4	020=/n0.21e 300	037=**s0.28w 230.8
004=/s89.32e 271.1	021=/n89.32w 75	038=**n89.32w 410
005=/n0.21e 300	022=/n0.28e 30	039=/s0.28w 330
006=/n89.32w 75	023=/s89.32e 75	040=/n89.32w 75.8
007=/n0.28e 30	024=/s0.28w 30	041=**n0.28e 522.9
008=/s89.32e 410	025=@0	042=@0
009=/n0.28e 246.74	026=/nw,nw,nw,14,6s,34e	043=/nw,nw,nw,14,6s,34e
010=/s89.36e 446.20	027=/s0.28w 320.60	044=/s0.28w 97.7
011: R: R=342, Arc=537.27, Delta=90.01	028=/s89.32e 75.80	045=/s0.28w 522.9
012=/s0.25w 236.40	029=/s89.32e 75	046=/n89.32w 127.3
013=/n89.36w 52	030=**s0.28w 300	047=/n8.08w 359.1
014=/n89.30w 1071.62	031=/n89.32w 75	048=/n39.0337e 209.76 ?
015=@0	032=**n0.28e 300	049=/n86.02e 50.3
016=/sw,nw,nw,14,6s,34e	033=@0	
017=/n89.36w 22	034=/nw,nw,nw,14,6s,34e	

PEG Develop
 195 E 6005
 American Fork UT 84003

**OVERALL
DEVELOPMENT SITE
MAP**

1240 total spaces (1103 needed)



ARCHITECT/ENGINEER:
DATE:
MODIFIED BY PEG DEVELOPMENT
DATE: 09.13.2004

POCATELLO

SCALE: N.T.S.

PAGE
1/1



OFFICE OF THE MAYOR
911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83205
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Construction is anticipated to begin late winter 2004 or early spring 2005. Full build-out is expected within a 5-year period of time.



Rocky Mountain Engineering & Surveying
 155 South 2nd Avenue ♦ Pocatello, ID 83201

VOICE: (208) 234-0110 ♦ FAX: (208) 234-0111 ♦ EMAIL: rme@rmes.biz

INVOICE

CLIENT: City of Pocatello
ADDRESS: P.O. Box 4169
CITY, STATE: Pocatello, ID 83205-4169
 Attn: Tim Tingey
PROJECT: Roosevelt - Alameda
CONTRACT NO: 21347

DATE: 10/4/2004
INVOICE NO. 2004261

INVOICE PERIOD: September 3 - September 26, 2004

Progress Billing Number: 11

WORK ACCOMPLISHED THIS PERIOD:

Work Completed in September 2004 See Attached Summary

CONTRACT SERVICE

See Attached Summary

<u>FEE</u>	<u>QTY</u>	<u>COST</u>
\$1,085.00	1	\$1,085.00

DIRECT AND REIMBURSABLE COSTS

*Approved For Payment
 Linda W. Turner 10/5/04*

Total Amount Due This Invoice

\$1,085.00

PROJECT BUDGET SUMMARY

Contract Amount	\$33,950.00
Contract Changes	\$0.00
Total Invoiced Previously	\$22,315.00
Total Invoiced This Period	\$1,085.00
Total Invoiced To Date	\$23,400.00
Budget Remaining	\$10,550.00

Billing Summary-Contract # 3

Task	Description	Value of Item	Invoice 98388	Invoice 98424	Invoice 98442	Invoice 98485	Invoice 98999	Invoice 98614	Invoice 98646	Invoice 2004183	Invoice 2004203	Invoice 2004226	Invoice 2004261	Total	Remaining	
2.D	Design Reviews	\$500	\$250													
2.E	Project Bidding													\$250	\$250	
2.E.1	Create Bidding Documents	\$2,400	\$2,400											\$2,400	\$0	
2.E.2	Advertisements (1)	\$350	\$350											\$350	\$0	
2.E.3	Pre-Bid Meeting	\$250	\$250											\$250	\$0	
2.E.4	Bid Addenda and Coordination	\$550	\$150											\$150	\$400	
2.E.4	Bid Summaries and Award	\$300	\$300											\$300	\$0	
	Project Percentage													\$300	\$0	
2ER	Cost For 4X Bid Process (5)	\$4,400						1000	1200					\$2,200	\$2,200	
	3.0 Construction Services															
3.A	Contractor Bid Awards															
3.A.1	Review Contracts, Shop Drawings, Etc...	\$350		350										\$350	\$0	
3.A.2	Review Contract Schedules and Sequencing	\$400		400										\$400	\$0	
3.A.3	Public Information	\$750		750										\$750	\$0	
3ER	Cost For 4X Bid Process (b)	\$2,650								1000			350	\$1,350	\$1,300	
3.B	Construction Staking															
3.B.1	Horizontal and Vertical Control for Imp. (4)	\$9,100		300	2200	1750	200			300	1215	1100	535	\$7,600	\$1,600	
3.C	Construction Inspection and Management															
3.C.1	Perform Project Inspections (2)	\$5,500			650	300	1800				500	500		\$3,750	\$1,750	
3.C.2	Administer Contract (pay req., change orders)	\$1,200			100	200	300			100	100	100		\$900	\$300	
3.C.3	Progress meetings and prepare press releases	\$1,000		100		200	100			100	100	100		\$700	\$300	
3.C.4	Final Inspection, Punch List and Closeout	\$950					400							\$400	\$550	
	Project Percentage													\$400	\$550	
	4.0 Project Closeout Phase															
4.B	Prepare Record Drawings															
4.B.1	Summarize Contractor Notations	\$1,350					400						200	\$600	\$750	
4.B.2	Summarize Inspection Notes	\$1,050					500				100	100	0	\$700	\$350	
4.C	Warranty Inspections															
4.D.1	One Year Inspection	\$400												\$0	\$400	
4.D.2	Contractor Coordination	\$500												\$0	\$500	
	Project Percentage													\$0	\$500	
	TOTAL MAN HOURS	\$33,950	\$3,700	\$1,900	\$2,950	\$2,450	\$3,700	\$1,000	\$1,200	\$1,500	\$2,015	\$1,900	\$1,085	\$0	\$23,400	\$10,550

ROOSEVELT DISTRICT

ACTIVITY STATEMENT CONTRACT WITH ROCKY MOUNTAIN ENGINEERING PHASE THREE

DATE	DESCRIPTION	PAYMENT	TOTAL PAYMENTS	PROJECT BALANCE
3/19/2003	Total Motion Amount			\$33,950.00
4/16/2003	Inv. #98388 (ck#1365)	3,700.00	\$3,700.00	\$30,250.00
5/20/2003	Inv. #98424 (ck #1371)	1,900.00	\$5,600.00	\$28,350.00
6/18/2003	Inv. #98442 (ck #1373)	2,950.00	\$8,550.00	\$25,400.00
7/16/2003	Inv. #98485 (ck #1380)	2,450.00	\$11,000.00	\$22,950.00
9/17/2003	Inv. #98510 (ck #1392)	3,700.00	\$14,700.00	\$19,250.00
2/18/2004	Inv. #98614 (ck #1422)	1,000.00	\$15,700.00	\$18,250.00
3/17/2004	Inv. #98646 (ck #1429)	1,200.00	\$16,900.00	\$17,050.00
8/18/2004	Inv. #2004183 (ck #1449)	1,500.00	\$18,400.00	\$15,550.00
8/18/2004	Inv. #2004203 (ck #1449)	2,015.00	\$20,415.00	\$13,535.00
9/15/2004	Inv. #2004226 (ck #1458)	1,900.00	\$22,315.00	\$11,635.00
10/20/2004	inv. #2004261 (ck #1463)	1,085.00	\$23,400.00	\$10,550.00

TUSCANY HILLS

September 27, 2004

Mr. Raymond Burstedt
Pocatello Development Authority
1651 Alvin Ricken Dr.
Pocatello, Id 83201

Re: South Cliffs TIF District

Dear Mr. Burstedt:

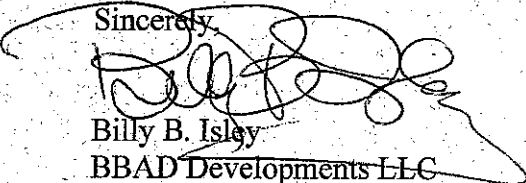
Enclosed you will find our request for a new a 'site specific' tax increment financing district to replace a portion of the central corridor district.

In general terms it is our belief that 'site specific' approach allows tremendous incentive to the private sector to increase tax base and create jobs while keeping the responsibility for success squarely on the developer.

The general population is not taking the risk of success the developer is taking the risk of success. At the same time it is not a wind-fall to the developer as success is defined as recouping the allowed expenses plus interest at bond rates only.

I would ask for your support as I believe we can use this as a model to spur investment and economic development in our community.

Sincerely,


Billy B. Isley
BBAD Developments LLC

PROJECT: South Cliffs

EXISTING CONDITION:

The South Cliffs project will cover an area of approximately 65 acres. The site is bordered by I-15, South 5th Ave. and the State Department of Transportation property. The site is presently in the central corridor.

Previously the PDA has provided three considerations for the South Cliffs area:

1. Grant: \$275,000.00- for entrance
2. Loan: \$85,000.00- landscaping
3. Loan: \$200,000.00-infrastructure

PROPOSED CHANGE:

We propose that the PDA retire this area from the central corridor. This would provide an increase in the tax base because of the new BLM/FS building.

Immediately a new district would be formed on the 65 acres which would be for a 15 year period and would provide for the developer to be reimbursed for allowable expenditures.

RATIONALE:

We believe this 'site specific' approach will stimulate economic development, increase tax base and create new jobs while leaving the risk of success fully on the private sector.

All expenditures will be made by the private sector developer and not the PDA. The administration of the program is through the PDA office.

The definition of reimbursable expenditures will be made by PDA and will likely be limited to public right of way improvements and public utility improvements. It is intended to reimburse for roads, sidewalks, street lights, water, sewer and other public utilities, right of way acquisition, and traffic signals.

The interest rate should always be the same as the PDA would get for bonding.

This will stimulate without transferring responsibility to the PDA or the general public.

PARTICULARS:

The interconnect may very well come through this property, if it does this district will be paying for a portion of that project.

The existing infrastructure loan would be paid back to the PDA but counted as an allowable expenditure for the new district.

Over the next five years three to five million dollars will be spent on public infrastructure in South Cliffs. Assuming successful, that plus bond rate interest would be recouped from the increments the project itself created. Site Specific. If the project is partially successful part would be recouped. In no event would the developer receive more than the allowable expenditures plus bond rate interest.

The school district receives its increase all along and the community receives the collateral benefit of jobs and payroll.

There is no risk to the PDA or taxpayer. The total responsibility stays with the developer and the total investment comes from the private sector.

DRAFT

LEASE AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2004, by and between the Pocatello Development Authority, an urban renewal agency organized pursuant to the laws of the State of Idaho, hereinafter referred to as "Lessor," and Steve Grumbein, d/b/a Frank's Repair Service, hereinafter referred to as "Lessee."

WHEREAS, Lessor is the owner of Lots ____ and ____, Block ____, Original Pocatello Townsite, commonly known as _____, Pocatello, Idaho; and

WHEREAS, Lessee previously rented the above-named premises from a former owner and wishes to continue his operations on the site; and

WHEREAS, Lessor is willing to lease the property to Lessee on a month-to-month basis until such time as a new location for the business has been chosen;

NOW THEREFORE, the parties agree as follows:

1. Premises. The property to be leased consists of real property described as Lot _____, Block _____, Pocatello Townsite, Bannock County, Idaho, commonly known as _____ Avenue, Pocatello, Idaho.

2. Term. The term of this lease shall be on a month-to-month basis. Lessee acknowledges that this lease is temporary in nature, and that the parties hereto are engaged in obtaining another site for Lessee's business operation. Upon procurement of such a site, Lessor shall provide Lessee with a written notice to quit the premises and Lessee agrees to vacate and surrender the premises peacefully and remove all vehicles, vehicle parts, and other personal property no later than thirty (30) days after receipt of said notice from Lessor.

3. Rent. The total rent shall be \$200.00 per month, payable on or before the 10th day of each month, the first payment being due no later than October 10, 2004. Payments shall

be made to the Pocatello Development Authority, c/o PDA Executive Director, 1651 Alvin Ricken Drive, Pocatello, Idaho, 83201.

4. Use of Property. Lessee shall use the property for the purpose of operating the auto repair business, which includes the storage of vehicles and vehicle parts. Provided, however, that Lessee is expressly prohibited from bringing, or causing or allowing others to bring onto the property, any parts, vehicles, or other personal property whatsoever as of the effective date of this Lease Agreement.

5. Assignment or Subletting Prohibited. Lessee shall not assign this lease nor sublet the whole or any part thereof.

6. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereinafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

7. Maintenance, Repairs, Alterations. Lessee is prohibited from adding improvements or making alterations of the premises without the prior written consent of the Lessor.

8. Insurance. That Lessee shall obtain and maintain comprehensive liability insurance covering Lessee's operations on the leased premises in the minimum amount of \$500,000.00 per person, per occurrence, covering both personal injury and property damage. Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as an additional insured. The Certificate shall provide for a ten (10) day written notice to Lessor in the event of cancellation or material change of coverage. Lessee shall be responsible for obtaining and paying for whatever fire, theft, vandalism, or other insurance it deems desirable regarding any

improvements, equipment, or personal property Lessee adds to or leaves upon the leased premises.

9. Indemnification. Lessee agrees to indemnify, defend, and hold harmless Lessor and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments, or damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of Lessee, Lessee's agents, employees, or representatives under this Agreement.

10. Hazardous Waste. Lessee agrees not to store, generate, or otherwise use or bring upon the property any hazardous waste as defined by federal, state or local laws or regulations.

11. Fencing. Lessee acknowledges that the perimeter fencing is Lessor's property and may be removed at any time at Lessor's option. Lessor agrees to provide two weeks' prior notice of the impending removal.

12. Utilities. Lessee shall be responsible for the payment of all utilities services delivered to the premises during the term of this lease.

13 Default. A. Failure of Lessee to pay rent or any other charge within ten (10) days after it is due shall constitute default.

B. Failure of Lessee to comply with any term or condition or to fulfill or comply with any obligation of the lease other than as specified in Paragraph A above, within thirty (30) days after written notice by Lessor specifying the nature of the default, with reasonable particularity, shall constitute default. If the default is of such nature that it cannot be completely remedied within the 30-day period, this provision shall be deemed complied with if Lessee begins correction of the default within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as is practicable.

C. The following shall constitute default by insolvency: (a) insolvency of Lessee; (b) an assignment by Lessee for the benefit of creditors; (c) the filing by Lessee of a voluntary petition in bankruptcy; (d) an adjudication that Lessee is bankrupt or the appointment of a receiver of the properties of Lessee; (e) the filing of an involuntary petition of bankruptcy and failure of the Lessee to secure a dismissal of the petition within thirty (30) days after filing; and (f) attachment of or the levying of execution on the leasehold interest and failure of the Lessee to secure discharge of the attachment or release of the levy of execution within ten (10) days.

14. Remedies in Default. In the event of default, Lessor at its option may terminate this lease by 30-days notice in writing by first class mail to Lessee. If the property is abandoned by Lessee in connection with a default, termination shall be automatic and without notice. Abandonment as defined herein means removal of all personal property and items and/or failure to respond to written communications or personal contacts.

Lessor may re-enter, take possession of the premises including any fixtures not removed, and remove any persons or property by legal action, or by self-help with the use of reasonable force and without liability for damages.

15. Service of Notices. Any notice to be served upon either party by the other shall be sent by first class mail, postage prepaid, as follows:

LESSOR
Planning and Development Services
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

LESSEE

Pocatello, ID 83201

Either party may change such place of notice at any time by giving written notice thereof to the other party in the manner provided above.

16. Modification of Lease Agreement. No amendment or modification of this lease agreement and no waiver by either party of any covenant or condition of this lease agreement shall be valid unless in writing and signed by the parties to this lease agreement.

17. Entire Agreement. This instrument represents the entire agreement between the parties. No prior promises, representations, or agreements, written or oral, shall amend, change, or add to any of the express provisions herein.

18. Governing Law. That this lease agreement shall be construed pursuant to the laws of the State of Idaho. The parties agree that no construction of this lease agreement shall be made in a court of competent jurisdiction against the interest of any party to the lease agreement on the basis that that party had primary responsibility for drafting the lease agreement.

19. Trade Fixtures. Any and all improvements made to the premises during the term of this lease agreement shall belong to the Lessor, except trade fixtures of the Lessee. Lessee may, upon termination of this lease agreement, remove all his trade fixtures, but shall repair or pay for all repairs necessary for damages to the premises occasioned by said removal.

20. Attorney Fees. If an action is brought to enforce the terms or provisions of this lease agreement, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with any costs authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the day and year first written above.

POCATELLO DEVELOPMENT
AUTHORITY

HARRY NEUHARDT, Chairman

ATTEST:

RAYNA VALENTINE, City Clerk

LESSEE:

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of _____, 200___, before me, the undersigned, a Notary Public in and for the State, personally appeared Harry Neuhardt and Rayna Valentine, known to me to be the Mayor and City Clerk, respectively, of the City of Pocatello, and acknowledged to me that they executed the foregoing instrument for and on behalf of said municipal corporation and that said municipal corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello
My commission expires:

STATE OF IDAHO)
 ss:
County of Bannock)

On this _____ day of _____, 200__, before me, the undersigned, a Notary Public in and for the State, personally appeared _____ and _____, known to me to be the Lessee and persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they 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.

NOTARY PUBLIC FOR IDAHO
Residing in
My commission expires:

SKINNER FAWCETT
LAW OFFICES

RICHARD A. SKINNER
CHARLES W. FAWCETT
DENNIS GIBALA
ROBERT E. KYTE

515 SOUTH 6TH STREET
P.O. BOX 700
BOISE, ID 83701-0700
TELEPHONE (208) 345-2668
FAX (208) 345-2668
E-MAIL: rskinner@skinnerfawcett.com

September 29, 2004

Pocatello Development Authority
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

RE: Bond Financing

We understand that the Pocatello Development Authority (the "Authority") is interested in structuring a bond financing street improvements in an amount up to approximately \$6,000,000. We are pleased to offer our services as bond counsel to facilitate your proposed financings. We have been asked to prepare an engagement letter describing our services as bond counsel and the estimated fees and charges for these services.

We are prepared to furnish bond counsel services in connection with these financings to the Authority. Our services will include the structuring of a cash defeasance escrow for the Alvin Ricken drive bond issue to comply with state and federal law and the structuring of refunding bonds and escrows to refund and refinance the other existing bonds of the Authority, as well as service to structure the new money bond financing and to assist in the judicial confirmation proceedings. Our will also include preparation of ordinances and resolutions, preparation of financing documentation as necessary for authorizing the issuance and sale of the bonds; preparation and arrangements for proceedings for authorization, sale and issuance of the bonds; consultation with the trustee or paying agent, the financial advisors, Authority staff members, and the Authority's consultants regarding issuance of the bonds; preparation of the bonds for delivery; preparation of closing documents; and, the rendering of final approving opinions as to the validity of the bonds. Our description of services does not include preparation or review of any offering literature as disclosure counsel for the bonds unless we are asked to perform those services and we would be separately compensated at that time. We understand that the bond structure may involve a letter of credit from Wells Fargo Bank or another bank as security. Our services do not include preparation of any letter of credit or reimbursement documents or opinions unless we are specifically asked to perform those services under separate compensation arrangements. Further, our fee estimate does not include the handling of the judicial confirmation proceedings other than the review and advice on the petition, procedure, briefing and related matters (Court appearances are not included).

We estimate our fees for the above mentioned services at an amount not to exceed \$27,500 for the bond counsel services and work on the judicial confirmation. This will be less than our bond counsel fees for the prior bond financing in 2000. If we are asked to also perform services as disclosure counsel, we would estimate our fees for those services at \$6,000 to \$8,000. If unusual or unforeseen complications arise in the financing which might result in greater legal fees than originally anticipated, we will notify you prior to the incurring of such greater fees.

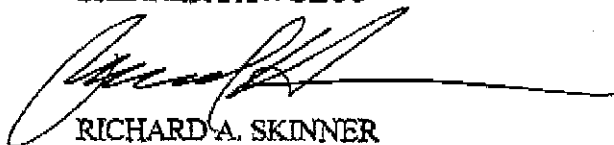
Pocatello Development Authority
September 29, 2004
Page -2-

The counsel fees and out of pocket expenses mentioned above may be deferred and paid out of the proceeds of the bonds no later than the date of the bond closing. Of course, if the bonds are not issued for any reason, then we would be compensated by the Authority for our services rendered to date plus out of pocket expense to that date.

If the above arrangements are acceptable, please have an authorized representative of the Authority execute the enclosed copy of this letter and return the same to me. We look forward to working with you and the Authority's staff members on this financing.

Very truly yours,

SKINNER FAWCETT



RICHARD A. SKINNER

RAS/ndp
Enclosure
c: Jim Wrigley

The foregoing has been approved by the Pocatello Development Authority, Pocatello, Idaho this _____ day of _____, 2004.

By: 
Authorized Representative

ITEM NO.	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL PRICE	EST. QTY	UNIT	DeWall Unit Price	TOTAL PRICE
202.4.1.A.1	Excavation	280	CY	\$14.75	\$4,130				
207.4.1.B.1	Removal of Concrete Curb, Gutter and Sidewalks	180	SY	\$9.50	\$1,710				
207.4.1.D.1	Removal of Asphalt Pavement	900	SY	\$4.20	\$3,780				
706.4.1.A.3	Standard Curb and Gutter	470	LF	\$13.70	\$6,439				
706.4.1.E.1	Concrete Sidewalks	67	SY	\$37.50	\$2,513	440	SY	\$ 25.53	\$ 11,233.20
802.4.1.B.1	Type 1 Crushed Aggregate for Base (for Roadway)	200	TONS	\$15.25	\$3,050				
802.4.1.B.1	Type 2 Crushed Aggregate for Subbase (for Roadway)	130	TONS	\$11.50	\$1,495				
802.4.1.B.1	Crushed Aggregate for Sidewalk Base	280	TONS	\$16.00	\$4,480				
810.4.1.A.1	Class 1 Plant Mix Pavement	77	TONS	\$41.00	\$3,157				
2030.4.1.C.1	Existing Valve or Meter Box, Adjust to Grade	4	EA	\$300.00	\$1,200				
2060.4.1.A.1	Subgrade Separation Geotextile	1,090	SY	\$1.40	\$1,526				
SP-1	Concrete Unit Pavers	860	SF	\$8.50	\$7,310				
SP-4E	Tree Lighting Wiring, Conduit & Receptacle	1	LS	\$2,000.00	\$2,000				
SP-5E	Interconnect Conduit for Traffic Signals	1	LS	\$450.00	\$450				
SP-7	Irrigation System	1	LS	\$1,300.00	\$1,300				
SP-8A	Place Structural Planting Material	140	CY	\$32.00	\$4,480				
SP-8C	Plant Tree	9	EA	\$355.00	\$3,195				
SP-8D-2	36" x 36" +/- Tree Grate and Frame	7	EA	\$1,000.00	\$7,000				
SP-8D-3	48" x 48" +/- Tree Grate and Frame	2	EA	\$1,200.00	\$2,400				
SP-8F	Tree Guard	9	EA	\$600.00	\$5,400				
SP-11	Irrigation Drain	1	LS	\$1,700.00	\$1,700				
	TOTAL				\$68,715				

Assumptions:

- The additional 8" of sidewalk base will be enough material to bring the sidewalk up to the new elevation (no additional subbase or excavation).
- The water lines will not be rerouted during this portion of the project.
- The fire hydrant will not need moved or raised.
- The distance from center-line to lip of gutter will be 13 feet at the bulb.
- There will be 12 inches of crushed aggregate beneath sidewalk.
- The separation geotextile will extend 3' out into the road.
- The weight of road base and sub-base and sidewalk base is 135 lb/ft³.
- The weight of asphalt is 146 lb/ ft³.



September 21, 2004

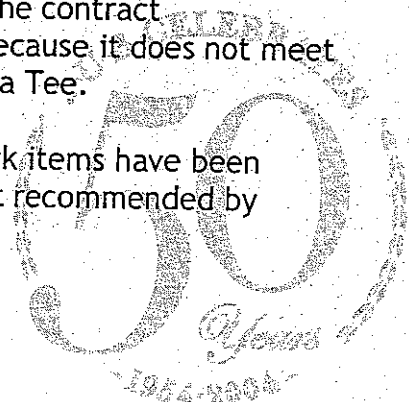
Mr. Greg Lanning, P.E.
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205-4169

Dear Greg:

RE: Change Order Summary - Pocatello Reinvestment Project

Following is a summary of the additional work items being discussed between J-U-B ENGINEERS, Inc. and BECO Construction for the downtown Pocatello project.

1. **Storm Drain Manhole.** The Contractor has requested \$3,491.23 over the bid price of \$2,500.00 for modifications to the manhole in the intersection of Main and Lander. The Contractor feels he is entitled to this \$3,491.23, which represents one and one-half days of extra work. The work on this manhole started Friday morning and was finished at noon Saturday. This included all work except the backfill. J-U-B feels a substantial amount of this work was included in the original bid item and we have not been able to agree on an acceptable value for this work on behalf of the City.
2. **Substitution Request from the Tees per Bid Documents to use Stab Fitting for Connections to the Storm Drain Lateral on the Project.** Plans and Specifications call out and show the use of tees for lateral connections. The Contractor requested to substitute a stab-in fitting connection made by Inserta Tee. This is not an equivalent product to a PVC tee and the PVC pipe manufacturer indicated there may be a warranty problem regarding their pipe meeting all requirements of ASTM D3034 in the immediate location of this connection. Inserta Tee has indicated that all the individual parts of that product meet the applicable sections of our specifications, however, they also admit that the fitting as an assembled product has not been tested to ASTM D3034 specifications as a manufactured tee is required, and as is required in the contract documents. The substitution submittal was denied because it does not meet the project specifications and it is not equivalent to a Tee.
3. **Additional Work Items.** The following additional work items have been discussed and were completed and the following cost recommended by J-U-B for this work:
 - a. Fire service line adjustments and fittings.



- b. Storm sewer main exploration excavation on Clark Street.
- c. Remove existing manhole poured over water main.
- d. Remove portion of vault wall for water service.
- e. Remove portion of vault wall for roof drain.
- f. Repair damage from unmarked water line.

Additional work associated with these items has been submitted to the City with the Engineer's recommendation as a change order in Change Order No. 1 for \$2,800.00 and in Change Order No. 2 for \$2,997.75.

- 4. **Unsuitable Excavation.** The Contractor has requested to be paid for trench material disposal and replacement under the Unsuitable Excavation Bid Item No. 202.4.1.A.1 at \$40.00 per cubic yard. J-U-B does not feel this is an appropriate use of this bid item, nor do we feel it is an appropriate unit price for the work being requested. There has been previous correspondence regarding this issue, the most recent dated September 13, 2004.
- 5. **Soft Subgrade Repair.** In a document submitted to J-U-B on July 27, 2004, BECO Construction requested \$3,012.13 for soft subgrade repair for access between Clark Street and Lander Street. No subgrade material had been removed from this section of the roadway (per J-U-B's daily construction report or log) for access or for other soft spot repair on this project as of July 12, 2004 as requested. J-U-B is not able to process this claim and is not aware of the nature of this claim.
- 6. **Work Change Directive #1.** There was a change in fire services and water services to the southwest corner of Clark Street and Union Pacific, including an adjustment of frames and grates on the existing catch basins. This work was estimated at \$5,317.00. Some of this work was paid under Pay Request No. 3. The balance will be itemized and paid prior to completion of this project.
- 7. **Additional Work Days.** On July 27, 2004, the Contractor submitted a summary of work from June 11, 2004 through July 12, 2004 and requested an additional 35 working days due to delays beyond their control. J-U-B reviewed these additional working days and concluded that it was unrealistic to have an additional 35 working days on a project just 31 calendar days from the start date. Additional justification was requested for the additional work days requested.
- 8. **Added Fire Service Line Work.** The added service line work was requested in the July 27, 2004 summary and with no description. J-U-B feels this work has been paid for under both Change Order No. 1 for six additional fittings and under the original bid items for additional pipe and services. These



costs will be included in the final pay request. Estimated additional work for added fire line service is \$1,000.00 for "best guess design and ordering parts by H.K."

Other change orders and work items the Engineer is currently aware of and that will be addressed prior to the completion of this work are as follows:

9. **Work Change Directive No. 2.** An estimated net decrease of \$22,675.00, as itemized in the work directive for the elimination of water and fire services from the Plans.
10. **Work Change Directive No. 3.** An estimated additional cost of \$6,775.00 for additional work at Scott Ski and Sports to repair the vault lid to make it adequate for sidewalk construction.
11. **Work Change Directive No. 4.** Not processed. Removal of irrigation drain.
12. **Work Change Directive No. 5.** Estimated at additional cost of \$3,150.00 for the City's request of additional breakers, conduit, wire, and appurtenances to make a connection to P-11 to the signals located at Arthur and Center Street, at Arthur and Clark, and at Arthur and Main.
13. **Work Change Directive No. 6.** A net decrease to the contract estimated at \$7,114.00 for the removal of a 3-inch water service and an 8-inch fire service to the Wells Fargo Bank.
14. **Work Change Directive No. 7.** Net decrease to the contract price estimated at \$1,212.50 for reduction in concrete pavers, trees planted, tree grates and frames and guards, and reduction in sidewalk construction.
15. **Work Change Directive No. 8.** Increase in contract price estimated at \$3,198.20 to remove and replace the sidewalk in front of Le Jardin.

Other work anticipating cost changes is as follows:

16. Savings to the vaults where concrete brick pavers could not be installed as part of this project.
17. Savings for irrigation drain pipe that was removed from the project due to unforeseen conflicts that prohibited their installation.
18. Savings to the City for allowing the use of compact water fittings in lieu of AWWA C110 fittings that were bid per our discussion in the pre-construction meeting, estimated at \$5,000.





Engineers Surveyors Planners

19. Savings on the 18-inch water line for substitution from ductile iron Class 350 pressure pipe to ductile iron Class 50 pipe, estimated at \$1,700.
20. Savings to the project for the removal of the temporary traffic signal at Center Street per the Contract Documents, estimated at \$5,000.
21. Savings to the Traffic Control Plan for not having to replace the island at the intersection of Union Pacific and Center Street, \$1,150.
22. Reimbursement to the City for Water Department staff to repair waterline breakage.
23. Reimbursement to the City for additional security during concrete placing/curing work.
24. Reimbursement to the City for street cleaning work by City Street Crews.
25. Reimbursement to the City for replacement of field survey staking.
26. Reimbursement to the City for survey and redesign costs to move the curb to miss the Quest vault.

If you have any questions or comments, please feel free to call.

Sincerely,

J-U-B ENGINEERS, Inc.

Alan R. Soderling, P.E.
Project Engineer

ARS:bh

27. Change order traffic pole - concrete ca. \$3K
28. Scott's vault - ~~\$3,57~~ ca \$3,000
29. Whitman/Main Pioneer Park \$6K
30. materials question
31. steel plates at Yellowst Hotel - no change
32. additional vault - ck on - \$2.6K
33. cutting of pavers
34. grates - ~~\$3.8K~~ \$3.8K
35. replace tree ring plate - Wells F.



Change Order Summary

J.U.B. Engineers
Surveyors Planners



OK done
no
none there
works
can negotiate

Item Number	Item Description	Status	Additional Dollars Requested/ Estimated	Percent of original Contract	Work Days
1	Storm Manhole Main and Landers	Unresolved			
2	Stab type Saddle fittings for Storm Laterals	Denied	\$3,991.23	0.15%	
3a	Fire service Fittings	Change Order 1	\$33,867.02	1.26%	
3b	Storm Sewer Main Exploration on Clark	Change Order 2	\$2,800.00	0.10%	
3c	Remove M.H. on top of existing Water Main.	Change Order 2	\$194.25	0.01%	
3d	Remove Vault wall for Water Service	Change Order 2	\$766.50	0.03%	
3e	Remove Vault wall for Roof Drain	Change Order 2	\$509.25	0.02%	
3f	Repair Damage from Unmarked Waterline	Change Order 2	\$435.75	0.02%	
4	Unsuitable Excavation in Trench @ \$40 CY	Change Order 2	\$1,092.00	0.04%	
5	Soft Subgrade Repair Lander to Clark St.	Denied	unknown		
6	Work Change Directive No. 1	Denied	\$3,012.13	0.11%	
7	Additional Days	Value to be determined	\$5,317.00	0.20%	
8	Additional Fire line work	Denied - need supporting data			35
9	Work Change Directive No. 2	See Change order #1	\$0.00	0.00%	
10	Work Change Directive No. 3	Value to be determined	(\$22,675.00)	-0.84%	
11	Work Change Directive No. 4	Value to be determined	\$6,775.00	0.25%	
12	Work Change Directive No. 5	Deleted	\$0.00	0.00%	
13	Work Change Directive No. 6	Value to be determined	\$3,150.00	0.12%	
14	Work Change Directive No. 7	Value to be determined	(\$7,144.00)	-0.27%	
15	Work Change Directive No. 8	Value to be determined	(\$1,212.50)	-0.05%	
16	Saving for no Brick on Vaults	Estimated			
17	Removal of Irrigation Drain that would not fit.	Estimated	(\$700.00)	-0.03%	
18	Substitution of Compact Fittings for Water Main	Estimated	(\$1,000.00)	-0.04%	
19	Substitution of CI - 50 from CI - 350 - 18" water	Estimated	(\$800.00)	-0.03%	
20	Removal of Temporary Signal	Estimated	(\$1,700.00)	-0.06%	
21	Deletion of Remove and Replace Traffic Island	Estimated*	(\$5,000.00)	-0.19%	
22	Reimbursement to Repair Broken Water Line	Estimated*	(\$5,000.00)	-0.04%	
23	Reimbursement for City Security on Wet Concrete	Estimated*	(\$5,000.00)	-0.04%	
24	Reimbursement for City Street Sweeping	Estimated*	(\$5,000.00)	-0.04%	
25	Reimbursement Replacement of Survey Staking	Estimated*	(\$5,000.00)	-0.04%	
26	Reimbursement for Survey and Design, Quest vault	Estimated*	(\$5,000.00)	-0.04%	
27					
Estimated total changes			(\$8,321.37)	-0.31%	35 days

* The City and J-U-B Engineers will need to review time cards and other expenses to finalize these numbers. Five thousand dollars was used to provide some level of value associated with this work items.



INVOICE

CITY OF POCATELLO
911 NORTH 7TH AVENUE
P.O. BOX 4169
POCATELLO, ID 83205-4169

(208) 254-6214

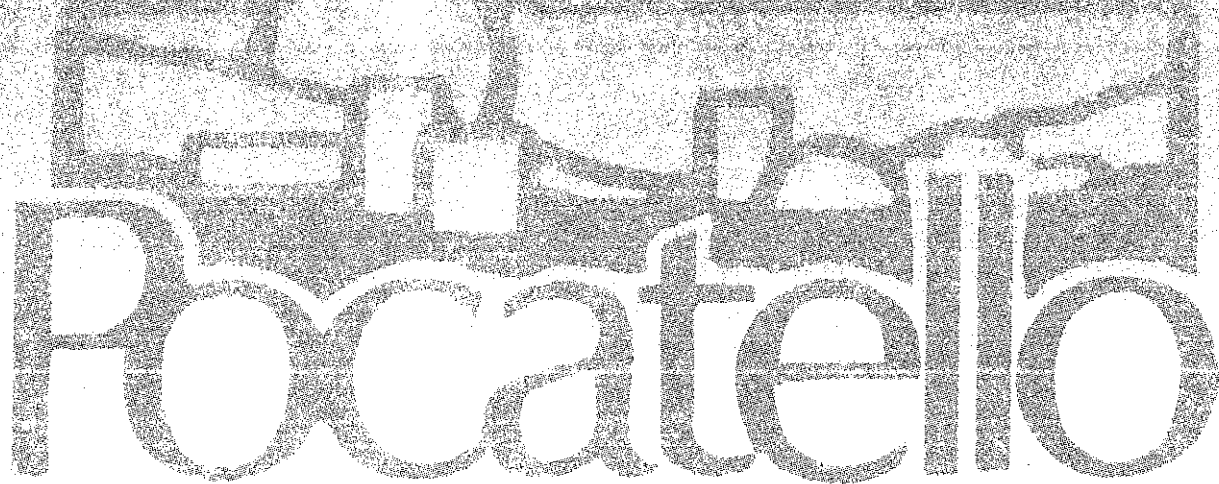
INVOICE NO: 8194
DATE: 9/30/04

TO: POCATELLO DEV AUTHORITY
1651 ALVIN RIEKEN
POCATELLO, ID 83201

CUSTOMER NO: 495/1691

TYPE: HD - HURLEY DRIVE

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	HURLEY DRIVE ENGINEERING	22,180.00	22,180.00



*** THE CITY OF POCATELLO THANKS YOU FOR YOUR ***
 ** PROMPT PAYMENTS !!! **
 A MUNICIPAL CORPORATION OF IDAHO

TOTAL DUE: \$22,180.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 9/30/04 DUE DATE: 9/30/04 NAME: POCATELLO DEV AUTHORITY
 CUSTOMER NO: 495/1691 TYPE: HD - HURLEY DRIVE

REMIT AND MAKE CHECK PAYABLE TO:
 CITY OF POCATELLO
 911 NORTH 7TH AVENUE
 P.O. BOX 4169
 POCATELLO ID 83205-4169

INVOICE NO: 8194
 TERMS: NET 0 DAYS

AMOUNT: \$22,180.00

City of Pocatello
Accounts Payable Transaction

Group number : 6444 MISC INVS. 9/2004 ST
Accounting period : 12/2004 mm/yyyy
Posting date : 10/05/2004 mm/dd/yyyy
Transaction date : 09/30/2004 mm/dd/yyyy
Invoice number : 2004245
Account number : 77-6001-451.40-99 OTHER PURCH. PROF. SERV.
Project number :
Amount : 22,180.00
Liquidated amount : .00
Discount amount : .00
Retainage amount : .00
Net transaction amount : 22,180.00
Voucher number : 001843
PO number :
Vendor number : 1619 ROCKY MOUNTAIN ENGINEERING LLC
Description 1 : POC URBAN RENEWAL-HURLEY
Description 2 : DR-UTILITY/MAPPING
Transaction type code :

F3=Exit F12=Cancel F15=Group Inquiry

F20=Imaging



SEP 17 2004
HAWKINS COMPANIES
INVOICE

CLIENT: Hawkins Companies
ADDRESS: 8645 West Franklin
CITY, STATE: Boise, ID 83709
Attn: Brian Huffaker
PROJECT: Pocatello Urban Renewal
CONTRACT NO: 04014

DATE: 9/10/2004
INVOICE NO. 2004245

Progress Billing
Number: 1

INVOICE PERIOD: August 1 - September 5, 2004

WORK ACCOMPLISHED THIS PERIOD:

- 100% Complete on Preliminary Work:
 - Preliminary Utility Investigations
 - Research and coordination
 - Topographic, Site and Design Surveying
- 50% Complete on Mapping
 - Cogo and Reduce Survey Data and Base Mapping
 - Update Preliminary Conceptual Plans and Layouts
 - Roadway Alignment(s) and Pre-Designs
 - Preliminary Utility Concepts
 - Yellowstone Corridor Improvement Concepts
 - Boundries and Misc: Legal Work

9/30/04
077-6001-951.40-99
\$22,180.00
66444/300

CONTRACT SERVICE

	FEE	QTY	COST
Preliminary Work	\$13,795.00	1	\$13,795.00
Mapping	\$16,770.00	0.50	\$8,385.00

DIRECT AND REIMBURSABLE COSTS

Total Amount Due This Invoice

\$22,180.00

PROJECT BUDGET SUMMARY

Total Invoiced Previously	\$0.00
Total Invoiced This Period	\$22,180.00
Total Invoiced To Date	\$22,180.00

Terms: Payment to be made within fifteen day of receipt of this invoice. Finance charges of one and one-half percent per month will be added to all unpaid balances.



October 5, 2004

Via Facsimile: (208) 234-6297
and U.S. Mail

Dave Swindell
Chief Financial Officer
City of Pocatello
Finance Department
911 North 7th Avenue
P.O. Box 4169
Pocatello, ID 83205-4169

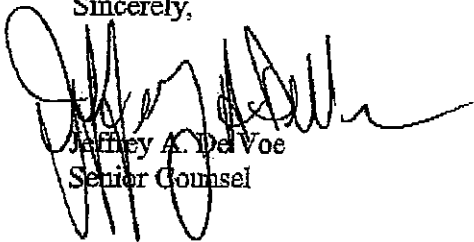
Re: Hurley Drive - Pocatello, Idaho

Dear Dave:

Attached hereto is the Rocky Mountain Engineering & Surveying invoice that you and I spoke about on September 28, 2004. Please note that we have not paid this invoice. Therefore, the check from the PDA should be made payable to Rocky Mountain Engineering & Surveying. If you would like to send that check directly to Rocky Mountain with the invoice, that would fine. Otherwise, just mail the check to me and I will take care of getting it to Rocky Mountain.

Should you have any questions or comments, please do not hesitate to call me at 208-947-4727. I really appreciate your help in this matter.

Sincerely,


Jeffrey A. DeVoe
Senior Counsel

- City will pay
and seek reimbursement
from PDA

- Mail to Hawkins.

JD:srf

Enclosure

cc: Brian Huffaker (w/encl.)
Jason Hawkins (w/encl.)

P:\66400 Hurley Dr & Hwy 91 - Pocatello, ID\2004-10-05 Ltr to Swindell - JD.doc