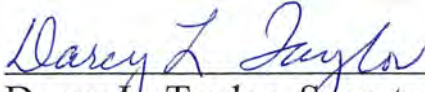


**NOTICE OF RESCHEDULED MEETING
POCATELLO DEVELOPMENT AUTHORITY**

The regular monthly meeting of the Pocatello Development Authority scheduled for Wednesday, November 21, 2007 at 11:00 o'clock a.m. has been rescheduled for Wednesday, November 14, 2007 at 11:00 o'clock a.m., in the Paradise Conference Room at City Hall, 911 North 7th, Pocatello, Idaho.



Darcy L. Taylor, Secretary

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
November 14, 2007
11:00 a.m.

City Hall
911 North 7th Avenue

11:00 a.m. Council Chambers

Call to Order – Chairman Brown

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 October 17, 2007 – Motion to Approve and/or Amend

Financial Report: October Income and Expenses

Approve 3rd Quarter Admin Fee

Central Corridor

Triangle Acquisition Refund

Consider Property Acquisition

North Yellowstone

Approve Payment to JB Parsons/Rail Crossings

Approve Payment to Rail Crossings

Approve Final Amount for Special Project

Miscellaneous Items/Questions from Commissioners

Consider Application for Seibert Project

Naval Ordinance Plant URD/TIF Update

Executive Session if Required

Fiscal Year 2008 (Oct. 2007-Sept. 2008)

	Beginning Balance	Current Month	YTD Actual	Budget	Variance
SOURCES OF FUNDS					
Newtown District	\$0.00	\$0.00	\$0.00	\$56,230.27	\$56,230.27
Al Ricken Drive District	\$4,724.92	\$0.00	\$0.00	\$833,352.13	\$833,352.13
Old Town District	\$2,856.62	\$17,632.01	\$17,632.01	\$310,392.11	\$292,760.10
North Main District	\$0.00	\$0.00	\$0.00	\$154,184.06	\$154,184.06
Central Corridor District	\$3,229.44	\$4,834.88	\$4,834.88	\$490,826.63	\$485,991.75
North Yellowstone District	\$646,241.21	\$0.00	\$0.00	\$368,864.08	\$368,864.08
General Funds	\$6,080.30	\$0.00	\$0.00	\$6,000.00	\$6,000.00
Board Disc.*	\$366,215.83	\$0.00	\$0.00	\$15,000.00	\$15,000.00
TOTAL	\$1,029,348.32	\$22,466.89	\$22,466.89	\$2,234,849.28	\$2,212,382.39
CASH AVAILABLE			\$1,051,815.21	\$3,264,197.60	
APPLICATION OF FUNDS					
Newtown District		\$0.00	\$0.00	\$56,230.27	\$56,230.27
Al Ricken Drive District		\$0.00	\$0.00	\$833,352.13	\$833,352.13
Old Town District		\$0.00	\$0.00	\$310,392.11	\$310,392.11
North Main District		\$0.00	\$0.00	\$154,184.06	\$154,184.06
Central Corridor		\$0.00	\$0.00	\$490,826.63	\$490,826.63
North Yellowstone District		\$460,000.00	\$460,000.00	\$368,864.08	-\$91,135.92
Board Disc.		\$0.00	\$0.00	\$367,073.52	\$367,073.52
General Funds		\$437.40	\$437.40	\$17,800.00	\$17,362.60
TOTAL		\$460,437.40	\$460,437.40	\$2,598,722.80	\$2,138,285.40
ENDING BALANCE			\$591,377.81	\$665,474.80	

POCATELLO DEVELOPMENT AUTHORITY

September 2007

INCOME:

Old Town:	\$17,632.01 Taxes
Central Corridor:	\$4,834.88 Taxes

EXPENSES:

North Yellowstone:	\$460,000.00 Land Purchase
General Fund:	\$101.50 ISJ
	\$107.08 PDA Lunch
	\$228.82 ISJ for N Yellowstone Postings

DISTRICT ENDING BALANCES
October 31, 2007

Bank Balance		\$591,377.81
General Fund	5,642.90	
Discretionary Funds	366,215.83	
Kress Project	0.00	
Newtown District	0.00	
Alvin Ricken District	4,724.92	
Old Town District	20,488.63	
North Main District	0.00	
Roosevelt District	0.00	
Central Corridor District	8,064.32	
North Yellowstone District	<u>186,241.21</u>	
District Totals		\$591,377.81

**POCATELLO DEVELOPMENT AUTHORITY
CENTRAL CORRIDOR CASH FLOW PROJECTIONS
2007 THROUGH 2012**

YEARS ENDED	Budget 2007	YTD 2007 As of 10/31/07	Remaining 2007	2008	2009	2010	2011	2012
Previous Year Balance*:		\$1,494,932.60	\$2,435,426.82	\$96,691.43	\$217,809.53	\$826,934.20	\$1,250,261.36	\$934,261.36
INCOME:								
Estimated Tax Revenues: ^{8,9}	1,758,589.97	1,695,202.34	63,387.63	1,685,554.67	1,685,554.67	1,685,554.67		
Taxes Received from Previous Years & yearly interest: ⁷			0.00					
South Cliffs Repayment: ¹²			0.00			200,000.00		
AMI Repayment (Building Owners): ¹²			0.00					1,200,000.00
Positron Repayment: ¹²			0.00			400,000.00		
Reserve Debt Service Income at Closing:			0.00				934,000.00	
Reserve Fund Income at Closing: ⁶			0.00				650,000.00	
Total Projected Income:	1,758,589.97	1,695,202.34	63,387.63	1,685,554.67	1,685,554.67	2,285,554.67	1,584,000.00	1,200,000.00
TOTAL AVAILABLE INCOME:	\$1,758,589.97	\$3,190,134.94	\$2,498,814.45	\$1,782,246.10	\$1,903,364.20	\$3,112,488.87	\$2,834,261.36	\$2,134,261.36
EXPENSE:								
Current Year Debt Service:	833,422.63	747,855.13	85,567.50	931,635.00	931,430.00	1,862,227.51		
Reserve Debt Service: ⁵	934,000.00		934,000.00					
Old Town Rein Ph 2 Remaining: Committed \$2,235,600 ⁴	129,580.47		129,580.47					
Cheyenne Crossing: Committed \$3 million total ¹⁶	845,650.04	6,852.99	838,797.05				1,900,000.00	
Whitman/Yellowstone Hotel: Committed \$613,000 ¹⁰	256,500.00		256,500.00		100,000.00			
Clark Street Overpass: Committed \$258,880.93	157,678.00		157,678.00					
Triangle: Committed \$632,801.57 ¹³			0.00	632,801.57				
Portneuf Valley Investment Partners: Committed \$45,000 ¹³			0.00		45,000.00			
Admin Transfer to Unrestricted Account: ¹¹			0.00					2,134,261.36
Total Projected Expense:	3,156,831.14	754,708.12	2,402,123.02	1,564,436.57	1,076,430.00	1,862,227.51	1,900,000.00	2,134,261.36
CALCULATED ANNUAL BALANCE		\$2,435,426.82	\$96,691.43	\$217,809.53	\$826,934.20	\$1,250,261.36	\$934,261.36	\$0.00

Updated 7/31/07

POCATELLO DEVELOPMENT AUTHORITY
 NORTH YELLOWSTONE CONSTRUCTION FUND CASH FLOW PROJECTIONS
 2007

YEARS ENDED	Budget 2007	YTD 2007 As of 10/31/07	Remaining 2007
Previous Year Balance:		\$0.00	\$185,895.31
INCOME:			
Requisition 39 ¹	107,241.80	107,241.80	0.00
Requisition 40 ²	605,895.31	605,895.31	0.00
Total Projected Income:	713,137.11	713,137.11	0.00
TOTAL AVAILABLE INCOME:	\$713,137.11	\$713,137.11	\$185,895.31
EXPENSE:			
Remainder of PEG Development Project:	107,241.80	67,241.80	40,000.00
Committed Funds to Project: ³	605,895.31	460,000.00	145,895.31
Total Projected Expense:	713,137.11	527,241.80	185,895.31
CALCULATED ANNUAL BALANCE		\$185,895.31	0.00

POCATELLO DEVELOPMENT AUTHORITY

**Administration Invoice
July 2007 – September 2007**

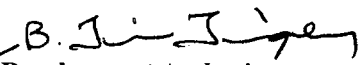
Administration/Clerical*: 3rd Quarter 2007 (7/07-9/07)	3,000.00
Postage/Copies: 3rd Quarter 2007 (7/07-9/07)	<u>125.00</u>
INVOICE TOTAL:	\$3,125.00

* Timesheet breakdown attached.

POCATELLO DEVELOPMENT AUTHORITY

3rd Qtr 2007

DATE	TIME SPENT	TOTAL HOURS	TASK DESCRIPTION
7/5/2007	5.0	5.0	
7/12/2007	3.0	8.0	
7/17/2007	2.8	10.8	
7/18/2007	2.8	13.5	
7/24/2007	3.5	17.0	
7/25/2007	6.0	23.0	
7/31/2007	2.8	25.8	
8/2/2007	5.0	30.8	
8/8/2007	2.0	32.8	
8/14/2007	5.0	37.8	
8/15/2007	3.5	41.3	
8/21/2007	6.5	47.8	
8/23/2007	4.0	51.8	
8/27/2007	1.0	52.8	
8/28/2007	4.5	57.3	
8/30/2007	1.5	58.8	
8/31/2007	1.0	59.8	
9/4/2007	6.0	65.8	
9/11/2007	4.0	69.8	
9/13/2007	3.0	72.8	
9/19/2007	3.5	76.3	
9/20/2007	1.5	77.8	
9/24/2007	1.0	78.8	
9/25/2007	5.0	83.8	
Total Hours		83.8	



TO: Pocatello Development Authority
FROM: Tim Tingey, Division Manager, Neighborhood and Community Services
DATE: November 7, 2007
RE: Triangle Redevelopment Discussion

As you may recall, in September 2005, the City requested reimbursement of federal funds as part of the Triangle acquisition and redevelopment project. This request was based on a development agreement between the City and PDA and was a requirement of HUD as part of the national objectives for the City Community Development Block Grant (CDBG) program. At the September 2005 meeting, no official action was taken. Therefore, City staff will be attending the November 2007, PDA meeting to discuss this matter. The following is a summary of the information and issues related to this request:

- In April 2004 as part of the acquisition and redevelopment of the Triangle project, the City of Pocatello and the Pocatello Development Authority entered into a development agreement which outlined responsibilities and issues related to the development of the site;
- As part of the agreement, PDA agreed to meet one of the national objectives outlined by the Department of Housing and Urban Development (HUD) which included removal of slums or blight, benefiting low to moderate income persons or addressing urgent conditions that are an immediate threat to life health and safety in the community. At the time of signing the agreement, HUD had initially determined that removal of slum and blight was not adequate for the site and one of the other two objectives must be met. If PDA did not want to be restricted by these requirements, the PDA agreed to have the property appraised and to pay the City the fair market value for the individual properties;
- Using a \$6.00 per square foot, the preliminary estimate of the property's value excluding the right-of-way vacations, was approximately \$526,542. Of that amount, 38.8% or approximately \$204,298 was proposed to be PDA money and 61.2% or approximately \$322,244 would be the City's required reimbursement. Of the City's amount, \$206,610 represented the actual federal acquisition dollars the City used for this project;
- In September of 2005, HUD contacted the City and indicated that after further review of the project by staff in Washington D.C., the slum and blight national objective had been met and that there was no additional federal requirement to have the federal dollars paid back to the City for future disbursement into eligible projects;
- This information was communicated by City staff to the PDA at a September 2005 PDA meeting. However, the City requested that the PDA still commit and set aside funds to at least partially "pay off" the City (in the amount of \$206,610 with the \$115,634 difference remaining a permanent subsidy to the project) in order for the City to set up a revolving fund to be re-utilized for additional redevelopment projects;
- At the meeting, a motion was made to postpone a decision until PDA had replaced (through sale or development) the money it expended in the area.
- In May 2006 the property was appraised at \$627,400 which was higher than original projections.

Request

The development agreements with Triangle Inc. are close to being completed and signed and it is anticipated that the project will be of high quality and will facilitate full redevelopment in this area. The City continues its interest in facilitating commercial redevelopment in the community and has continued to allocate federal CDBG funds to complement this purpose. The City has also agreed to partner with the PDA for future commercial acquisition and redevelopment projects. Therefore, in the spirit of the initial partnership and agreement, the Planning and Development Services Department is requesting the following:

1. PDA authorize future payment (when funds are available) of the initially requested funding amount of \$206,610 from the Central Corridor Urban Renewal Area in order to match additional funding the City has allocated to further a commercial acquisition and redevelopment program.



412 W. Center, Suite 350 • Pocatello, ID 83204
 208-238-2146 • Fax: 208-238-2162 • keller@kellerassociates.com

A Company of Professional Engineers

October 12, 2007

Greg Lanning, P.E.
 Public Works Director
 911 North 7th Avenue
 Pocatello, Idaho 83205

RE: Rail Crossings, LLC
 Yellowstone & Quinn Street improvements
 Pay Application Request Number 8 Analysis & Summary

Dear Mr. Lanning:

Keller Associates, Inc. has reviewed the attached Payment Application Request and finds this application to be complete as submitted. Please see the following payment summary:

<u>Contractor</u>	<u>Payment Request</u>
JB Parsons Companies	\$11,191.00
Wheeler Electric, Inc.	\$0
Keller Associates, Inc.	\$7,059.50
Withheld Retainage	\$21,749.50
Total Pay Request	\$40,000.00

We recommend payment in full based on our review.

Additionally, throughout the progress of this project, Keller Associates, Inc. has observed the signalization and intersection geometric construction coordination efforts as provided by the General Contractor and the specialized sub-contractor. We attended and conducted bi-weekly on-site construction progress meetings typically attended by the contractors and PEG Development as well as ITD and City of Pocatello representatives. We held a final walk through on September 27, 2007 with all parties and determined all construction efforts are complete.

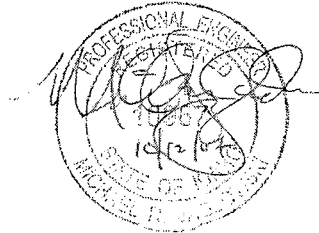
Keller Associates has available, upon request, the construction progress meeting minutes as well as our on-site observation reports.

Should you have any further questions please contact us.

Respectfully Submitted,
KELLER ASSOCIATES, INC

Michael R. Jaglowski, P.E.

Attachments:
 Pay Application Request Packet



Yellowstone & Quinn Improvements
PDA Project

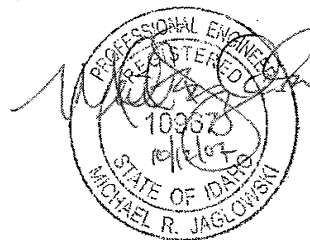
PEG Development
One East Center Street Suite 300
Provo, UT 84609

Special Instructions: Please make a joint check to J.B. Parsons

Date: 10/10/2007
Draw Requisition #: B

Budget Number	Description	Original Proj Budget	Budget Adjustment	Revised Proj Budget	Previous Amt Funded	Total Retention	Current Request	Current Retainage	Available To Be Disb	Disb %
Construction Costs										
1	J.B. Parsons Street Work	524,082.00	33,167.80	557,249.80	507,078.08	26,068.32	\$ 11,191.00	\$589.00	11,703.41	97.90%
2	Wheeler Electric Signal	233,560.00	22,045.00	255,605.00	242,624.75	12,760.25			-	100.00%
3	Engineering Reimburse	26,493.00		26,493.00	26,493.00				-	100.00%
4	Engineering Inspections &	15,352.00	4,007.50	20,359.50	13,300.00		\$ 7,059.50		-	100.00%
									-	100.00%
	City Withheld Retainage				(29,695.83)		21,749.50		7,948.33	#DIV/0!
									-	100.00%
									-	100.00%
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Total Cost		800,487.00	69,220.30	869,707.30	760,000.00	39,468.57	40,000.00		20,238.74	97.65%

Total this Draw: \$ 40,000.00
Previous Total Drawn: \$ 760,000.00
Total Drawn to Date: \$ 800,000.00



Yellowstone & Quinn Street Improvements
 Draw 8
 Date 10/10/2007

Budget #	Line Item	Vendor	Invoice	Description	Invoice Amt	Retainage	Amount Paid
JB Parsons Draw 7							
	41			Blanket and Cover Labor to Take Off	\$1,575.00	\$78.75	\$ 1,496.25
	43			Accelerator and Hot Water	\$1,575.00	\$78.75	\$ 1,496.25
CO #6	As Built Drawings				\$1,980.00	\$99.00	\$ 1,881.00
CO #6	Back Rod & Seal Joints				\$2,270.00	\$113.50	\$ 2,156.50
CO #6	60" Manholes				\$4,380.00	\$219.00	\$ 4,161.00
				Subtotal=	\$11,780.00	\$589.00	\$ 11,191.00
		Keller & Associates		Engineering Inspections			
					\$7,059.50		\$7,059.50

Subcontractor's Lien Releases From Prior Draw Received? Yes

Change Orders Received This Period

JB Parson: CC #6 \$8,630.00

P002/0017 PAGE 02/07
 Oct 9 2007 16:10
 Fax: 801-855-0729 JTB PARSON
 2082341544
 10/09/2007 16:08

Application and Certificate for Payment

AIA Document G702 (Instructions on reverse side) Page one of pages

To Owner: Rail Crossings LLC
 1 E Center St Ste 300
 Provo, UT 84606
Project: 570005 Rail Crossing
Application No.: 7
Period for: 10/8/2007
Project Nos.:
Distribution to:
 Owner
 Architect
 Contractor

From Contractor: Jack B Parson Companies
Via Architect: Great Bash Engineering
Contract Date: 1/1/2007

Contract for: Rail Crossing - Pocatello, ID

Contractor's Application for payment

Application is made for payment, as shown below, in connection with the Contract, Continuation Sheet, AIA Document G703, is attached.

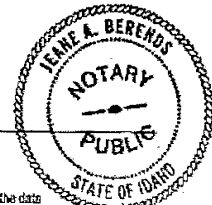
1. Original Contract Sum.....	\$518,126.00
2. Net change by Change Orders.....	\$33,167.80
3. Contract Sum To Date.....	\$551,293.80
4. Total Completed & Stored to Date..... (Column G on G703)	\$545,546.40
5. Retainage:	
a. 5 % of Completed Work (Column D + E on G703)	\$27,277.32
b. 0 % of Stored Material (Column F on G703)	\$0.00
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$27,277.32
6. Total Earned Less Retainage..... (Line 4 less Line 5 Total)	\$518,269.08
7. Less Previous Certificates For Payment (Line 8 from prior Certificate).....	\$507,078.08
8. Current Payment Due.....	\$ 11,191.00
9. Balance To Finish, Including Retainage (Line 3 less Line 8)	\$0.00

Change Order Summary	Additions	Deductions
Total changes approved in previous months by Owner	\$ 24,537.80	
Total approved this month	\$ 8,830.00	
TOTALS	\$ 33,367.80	\$ -
Net Changes by Change Order	\$ -	\$ -

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: JACK B PARSON COMPANIES
By: *Larry Colver* **Date:** 10/9/2007

State of: Idaho
County of: Bannock
 Subscribed and sworn to before me this 9th day of October, 2007
Notary Public: *Lore A. Berends*
 My Commission expires: 1/29/2013



Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Amount Certified: \$11,191.00
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the continuation sheets and change orders to the amount certified.)
ARCHITECT: *[Signature]* **Date:** 10/10/07
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Approved
PE & Development
Ruth Hill
 10/10/07

AIA DOCUMENT G702 * APPLICATION AND CERTIFICATE FOR PAYMENT * 1992 EDITION * AIA (A) ©1992 * THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 New York Avenue, N.W., Washington, D.C. 20005-5292 * WARNING: Unlicensed photocopying violates U.S. copyright laws and will subject the violator to legal prosecution.

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P003/007 PAGE 03/07
 Oct 9 2007 16:10
 Fax: 801-655-0729 JB PARSON
 2082341545
 10/09/2007 16:08

CONTINUATION SHEET

Application and Certification for Payment containing
 Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply

Application No.: 7
 Application Date: 10/9/2007
 To:
 Architect's Project No.:

Invoice #: 125741 Contract: 570006. Rail Crossing

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored	G Total Completed and Stored To Date	H % (G / C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
					(Not In D or E)	(D+E+G)			
1	Curb And Sidewalk Removal	5,025.00	4,960.00	0.00	0.00	4,960.00	98.71%	65.00	248.00
2	All Sub Excavation-Concrete Prep As	12,000.00	12,000.00	0.00	0.00	12,000.00	100.00%	0.00	600.00
3	Remove Fence Where Required	6,000.00	0.00	0.00	0.00	0.00	0.00%	6,000.00	0.00
4	Saw Cutting	9,197.00	7,981.50	0.00	0.00	7,981.50	86.78%	1,215.50	399.07
5	Install Curb And Gutter	25,630.00	22,022.00	0.00	0.00	22,022.00	85.92%	3,608.00	1,101.10
6	Sidewalk	23,225.00	26,250.00	0.00	0.00	26,250.00	113.02%	-3,025.00	1,312.50
7	Concrete Road	155,138.40	152,400.80	0.00	0.00	152,400.80	98.24%	2,737.60	7,820.04
8	SDMH Over Existing 36" SD	12,900.00	12,900.00	0.00	0.00	12,900.00	100.00%	0.00	645.00
9	Install New Catch Basin And Pipe	8,700.00	8,700.00	0.00	0.00	8,700.00	100.00%	0.00	435.00
10	Adjust Existing Manholes To Grade	2,250.00	2,250.00	0.00	0.00	2,250.00	100.00%	0.00	112.50
11	Install New Drop Inlet	10,200.00	3,400.00	0.00	0.00	3,400.00	33.33%	6,800.00	170.00
12	Protection Around Existing Storm Drain	150.00	150.00	0.00	0.00	150.00	100.00%	0.00	7.50
13	West Side Electrical Work/Relocates	12,300.00	12,300.00	0.00	0.00	12,300.00	100.00%	0.00	615.00
14	Relocate All Signs As Required West	2,600.00	0.00	0.00	0.00	0.00	0.00%	2,600.00	0.00
15	West Side Traffic Control	51,000.00	51,000.00	0.00	0.00	51,000.00	100.00%	0.00	2,550.00
16	West Side Landscape	600.00	0.00	0.00	0.00	0.00	0.00%	600.00	0.00
17	Mobilization	11,000.00	11,000.00	0.00	0.00	11,000.00	100.00%	0.00	550.00
18	Relocate Fire Hydrant And Pipe	2,900.00	2,900.00	0.00	0.00	2,900.00	100.00%	0.00	145.00
19	Place Solid Lids Over Inlets (Existing)	3,600.00	3,600.00	0.00	0.00	3,600.00	100.00%	0.00	180.00
20	Inlet Protection From Sediment	150.00	150.00	0.00	0.05	150.00	100.00%	0.00	7.50
21	Asphalt Removal And Replace	1,760.00	0.00	0.00	0.00	0.00	0.00%	1,760.00	0.00
22	Curb And Sidewalk Removal	2,000.00	1,815.00	0.00	0.00	1,815.00	90.75%	185.00	90.75
23	Sub Excavation-Concrete Prep	4,300.00	4,300.00	0.00	0.00	4,300.00	100.00%	0.00	215.00
24	Saw Cutting	3,570.00	3,085.50	0.00	0.00	3,085.50	86.43%	484.50	154.27
25	Install Curb And Gutter	8,690.80	9,297.10	0.00	0.00	9,297.10	104.57%	-406.30	464.86
26	Sidewalk	7,791.00	9,726.50	0.00	0.00	9,726.50	124.84%	-1,935.50	486.33
27	Concrete Road	47,385.00	55,294.20	0.00	0.00	55,294.20	116.69%	-7,909.20	2,764.71
28	Place Solid Lids Over Existing Inlets	1,300.00	1,300.00	0.00	0.00	1,300.00	100.00%	0.00	65.00
29	Install New Drop Inlet Box And Requ	4,400.00	4,400.00	0.00	0.00	4,400.00	100.00%	0.00	220.00
30	Provide Protection Around Existing St	600.00	600.00	0.00	0.00	600.00	100.00%	0.00	30.00
31	East Side Electrical Work/Relocates	5,500.00	5,500.00	0.00	0.00	5,500.00	100.00%	0.00	275.00
32	Relocate All Signs As Required East S	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00%	0.00	190.00

CONTINUATION SHEET

Application and Certification for Payment containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 7
 Application Date : 10/9/2007
 To:
 Architect's Project No.:

Invoice #: 125741 Contract : 570006, Rail Crossing

P004/007
PAGE 04/07

Oct 9 2007 16:10

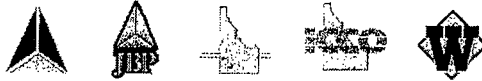
Fax: 801-855-0729
JB PARSON

2002341545

16:08

10/09/2007

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G/C)	I Balance To Finish (C-G)	J Retainage
			From Previous Application (D+E)	This Period In Place					
33	East Side Traffic Control	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00%	0.00	1,500.00
34	East Side Landscape	13,800.00	13,800.00	0.00	0.00	13,800.00	100.00%	0.00	690.00
35	Mobilization	19,000.00	19,000.00	0.00	0.00	19,000.00	100.00%	0.00	950.00
36	Rebuild Existing Driveway And Curb	6,000.00	5,396.00	0.00	0.00	5,396.00	89.93%	604.00	269.80
37	Relocate Existing Street Light East Side	2,500.00	2,500.00	0.00	0.00	2,500.00	100.00%	0.00	125.00
38	Inlet Protection From Sediment	600.00	600.00	0.00	0.00	600.00	100.00%	0.00	30.00
39	Driveway Approach	2,520.00	0.00	0.00	0.00	0.00	0.00%	2,520.00	0.00
40	Concrete Increase For Fly Ash Change	3,800.00	3,800.00	0.00	0.00	3,800.00	100.00%	0.00	190.00
41	Blanket And Cover Labor To Take Off	10,500.00	1,050.00	1,575.00	0.00	2,625.00	25.00%	7,875.00	131.25
42	Ground Heater For 2 Months	28,500.00	0.00	0.00	0.00	0.00	0.00%	28,500.00	0.00
43	Accelerator And Hot Water	6,300.00	0.00	1,575.00	0.00	1,575.00	25.00%	4,725.00	78.75
44	CO #1 Raised Island	10,500.00	10,500.00	0.00	0.00	10,500.00	100.00%	0.00	525.00
45	CO #2 Rex Entrance Changes	8,157.80	8,157.80	0.00	0.00	8,157.80	100.00%	0.00	407.89
46	CO #3 Handicap Ramps w/Ties	4,290.00	4,290.00	0.00	0.00	4,290.00	100.00%	0.00	214.50
47	Saw Cut And Remove And Replace C	1,000.00	1,000.00	0.00	0.00	1,000.00	100.00%	0.00	50.00
48	Excavate And Backfill And Tap 18" W	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
49	Furnish And Install Casing Over Existi	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
50	Furnish And Install 8" Detector Check	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
51	Furnish And Install 8" Water Line To H	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
52	Traffic Control For Work On Quinn Ro	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
53	Hand Set Curb/Gutter	1,590.00	1,590.00	0.00	0.00	1,590.00	100.00%	0.00	79.50
54	Saw Cut Removal	-1,000.00	-1,000.00	0.00	0.00	-1,000.00	100.00%	0.00	-50.00
55	CO #6 - As Built Drawings	1,980.00	0.00	1,980.00	0.00	1,980.00	100.00%	0.00	99.00
56	CO #6 - Back Rod & Seal Joints	2,270.00	0.00	2,270.00	0.00	2,270.00	100.00%	0.00	113.50
67	CO #6 - 60" Manholes	4,380.00	0.00	4,380.00	0.00	4,380.00	100.00%	0.00	219.00
Grand Totals		602,550.00	533,766.40	11,780.00	0.00	545,546.40	90.54%	57,003.60	27,277.32



Jack B. Parson Companies
10200 Batisie Road
Pocatello, ID 83205
208-232-5796

INVOICE 125741
Invoice No: 125741
Invoice Date: 10/9/2007
Contract: 570006
CustomerNo: 607907
Terms: Net 30 Days
Due Date: 11/8/2007
Application: 7

To : Rail Crossings LLC
1 E Center St, Ste 300
Provo, UT. 84606

Job Information:
Rail Crossing

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
1 - Curb And Sidewalk Removal	5,025.00	1,005.00	0.00	962.00	LF	5.00	0.00	4,960.00	98.71%
2 - All Sub Excavation-Concrete Prep	12,000.00	0.00	0.00	0.00	LS	12,000.00	0.00	12,000.00	100.00%
3 - Remove Fence Where Required	6,000.00	0.00	0.00	0.00	LS	6,000.00	0.00	0.00	0.00%
4 - Saw Cutting	9,197.00	1,082.00	0.00	939.00	LF	8.50	0.00	7,981.50	86.76%
5 - Install Curb And Gutter	25,630.00	1,165.00	0.00	1,001.00	LF	22.00	0.00	22,022.00	85.92%
6 - Sidewalk	23,225.00	4,645.00	0.00	5,250.00	SF	5.00	0.00	26,250.00	113.02%
7 - Concrete Road	155,138.40	13,374.00	0.00	13,138.00	SF	11.60	0.00	152,400.80	98.24%
8 - SDMH Over Existing 36" SD	12,900.00	3.00	0.00	3.00	EA	4,300.00	0.00	12,900.00	100.00%
9 - Install New Catch Basin And Pipe	8,700.00	3.00	0.00	3.00	EA	2,900.00	0.00	8,700.00	100.00%
10 - Adjust Existing Manholes To	2,250.00	3.00	0.00	3.00	EA	750.00	0.00	2,250.00	100.00%
11 - Install New Drop Inlet	10,200.00	3.00	0.00	1.00	EA	3,400.00	0.00	3,400.00	33.33%
12 - Protection Around Existing Storm	150.00	0.00	0.00	0.00	LS	150.00	0.00	150.00	100.00%
13 - West Side Electrical	12,300.00	0.00	0.00	0.00	LS	12,300.00	0.00	12,300.00	100.00%
14 - Relocate All Signs As Required	2,800.00	0.00	0.00	0.00	LS	2,800.00	0.00	0.00	0.00%
15 - West Side Traffic Control	51,000.00	0.00	0.00	0.00	LS	51,000.00	0.00	51,000.00	100.00%
16 - West Side Landscape	600.00	0.00	0.00	0.00	LS	600.00	0.00	0.00	0.00%
17 - Mobilization	11,000.00	0.00	0.00	0.00	LS	11,000.00	0.00	11,000.00	100.00%
18 - Relocate Fire Hydrant And Pipe	2,900.00	1.00	0.00	1.00	EA	2,900.00	0.00	2,900.00	100.00%
19 - Place Solid Lids Over Inlets	3,600.00	3.00	0.00	3.00	EA	1,200.00	0.00	3,600.00	100.00%
20 - Inlet Protection From Sediment	150.00	0.00	0.00	0.00	LS	150.00	0.00	150.00	100.00%
21 - Asphalt Removal And Replace	1,760.00	440.00	0.00	0.00	SF	4.00	0.00	0.00	0.00%
22 - Curb And Sidewalk Removal	2,000.00	400.00	0.00	383.00	LF	5.00	0.00	1,815.00	90.75%
23 - Sub Excavation-Concrete Prep	4,300.00	0.00	0.00	0.00	LS	4,300.00	0.00	4,300.00	100.00%
24 - Saw Cutting	3,570.00	420.00	0.00	363.00	LF	8.50	0.00	3,085.50	86.43%
25 - Install Curb And Gutter	8,890.80	372.00	0.00	389.00	LF	23.90	0.00	9,297.10	104.57%
26 - Sidewalk	7,791.00	1,590.00	0.00	1,985.00	SF	4.90	0.00	9,726.50	124.84%
27 - Concrete Road	47,385.00	4,050.00	0.00	4,726.00	SF	11.70	0.00	55,294.20	116.69%
28 - Place Solid Lids Over Existing	1,300.00	1.00	0.00	1.00	EA	1,300.00	0.00	1,300.00	100.00%

Payment in Full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

JBP-JH-050 REV 6/03

PLEASE PAY FROM THIS INVOICE - DETACH AND RETURN WITH PAYMENT

Remit to: Jack B. Parson Companies
PO Box 4002
Pocatello, ID 83205

Customer Name: Rail Crossings LLC
Customer No: 607907
Invoice Number: 125741
Invoice Amount: 11,191.00

Amount Remitted: _____



Jack B. Parson Companies
10200 Batiste Road
Pocatello, ID 83205
208-232-5796

INVOICE 125741
Invoice No: 125741
Invoice Date: 10/9/2007
Contract: 570006
CustomerNo: 607907
Terms: Net 30 Days
Due Date: 11/8/2007
Application: 7

To: Rail Crossings LLC
1 E Center St, Ste 300
Provo, UT. 84606

Job Information:
Rail Crossing

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
29 - Install New Drop Inlet Box And	4,400.00	1.00	0.00	1.00	EA	4,400.00	0.00	4,400.00	100.00%
30 - Provide Protection Around	600.00	0.00	0.00	0.00	LS	600.00	0.00	600.00	100.00%
31 - East Side Electrical	5,500.00	0.00	0.00	0.00	LS	5,500.00	0.00	5,500.00	100.00%
32 - Relocate All Signs As Required	3,800.00	0.00	0.00	0.00	LS	3,800.00	0.00	3,800.00	100.00%
33 - East Side Traffic Control	30,000.00	0.00	0.00	0.00	LS	30,000.00	0.00	30,000.00	100.00%
34 - East Side Landscape	13,800.00	0.00	0.00	0.00	LS	13,800.00	0.00	13,800.00	100.00%
35 - Mobilization	19,000.00	0.00	0.00	0.00	LS	19,000.00	0.00	19,000.00	100.00%
36 - Rebuild Existing Driveway And	6,000.00	1.00	0.00	0.00	EA	6,002.22	0.00	5,396.00	89.93%
37 - Relocate Existing Street Light	2,500.00	1.00	0.00	1.00	EA	2,500.00	0.00	2,500.00	100.00%
38 - Inlet Protection From Sediment	600.00	0.00	0.00	0.00	LS	600.00	0.00	600.00	100.00%
38 - Driveway Approach	2,520.00	210.00	0.00	0.00	SF	12.00	0.00	0.00	0.00%
40 - Concrete Increase For Fly Ash	3,800.00	0.00	0.00	0.00	LS	3,800.00	0.00	3,800.00	100.00%
41 - Blanket And Cover Labor To Take	10,500.00	0.00	0.00	0.00	LS	10,500.00	1,575.00	2,625.00	25.00%
42 - Ground Heater For 2 Months	28,500.00	0.00	0.00	0.00	LS	28,500.00	0.00	0.00	0.00%
43 - Accelerator And Hot Water	6,300.00	0.00	0.00	0.00	LS	6,300.00	1,575.00	1,575.00	25.00%
44 - CO #1 Raised Island	10,500.00	0.00	0.00	0.00	LS	10,500.00	0.00	10,500.00	100.00%
45 - CO #2 Rex Entrance Changes	8,157.80	0.00	0.00	0.00	LS	8,157.80	0.00	8,157.80	100.00%
46 - CO #3 Handicap Ramps w/Ties	4,290.00	3.00	0.00	4.86	EA	920.01	0.00	4,290.00	100.00%
47 - Saw Cut And Remove And	1,000.00	336.00	0.00	29.41	SF	34.00	0.00	1,000.00	100.00%
48 - Excavate And Backfill And Tap	0.00	0.00	0.00	0.00	LS	0.00	0.00	0.00	0.00%
49 - Furnish And Install Casing Over	0.00	1.00	0.00	0.00	EA	0.00	0.00	0.00	0.00%
50 - Furnish And Install 8" Dectector	0.00	1.00	0.00	0.00	EA	0.00	0.00	0.00	0.00%
51 - Furnish And Install 8" Water Line	0.00	180.00	0.00	0.00	LF	0.00	0.00	0.00	0.00%
52 - Traffic Control For Work On	0.00	2.00	0.00	0.00	DAY	0.00	0.00	0.00	0.00%
53 - Hand Set Curb/Gutter	1,580.00	53.00	0.00	53.00	EA	30.00	0.00	1,580.00	100.00%
54 - Saw Cut Removal	-1,000.00	0.00	0.00	0.00	LS	-1,000.00	0.00	-1,000.00	100.00%
55 - CO #6 - As Built Drawings	1,980.00	0.00	0.00	0.00	LS	1,980.00	1,980.00	1,980.00	100.00%
56 - CO #6 - Back Rod & Seal Joints	2,270.00	0.00	0.00	0.00	LS	2,270.00	2,270.00	2,270.00	100.00%

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

JBP-JH-030 REV 6/03

PLEASE PAY FROM THIS INVOICE - DETACH AND RETURN WITH PAYMENT

Remit to: Jack B. Parson Companies
PO Box 4002
Pocatello, ID 83205

Customer Name: Rail Crossings LLC

Customer No: 607907

Invoice Number: 125741

Invoice Amount: 11,191.00 Amount Remitted: _____



Jack B. Parson Companies
10200 Batiste Road
Pocatello, ID 83205
208-232-5796

INVOICE
Invoice No: 125741
Invoice Date: 10/9/2007
Contract: 570006
Customer No: 607907
Terms: Net 30 Days
Due Date: 11/8/2007
Application: 7

To: Rail Crossings LLC
1 E Center St, Ste 300
Provo, UT. 84606

Job Information:
Rail Crossing

Item - Description	Contract Amount	Contract Quantity	Quantity this Appl	Quantity JTD	U/M	Unit Price	Amount This Appl	Amount To-Date	% Comp
57 - CO #6 - 60" Manholes	4,380.00	0.00	0.00	0.00	LS	4,380.00	4,380.00	4,380.00	100.00%

If you have Questions regarding this billing, please contact Jeane Berends at (208) 232-5796

Total To Date:	545,546.40
Plus Sales Tax:	0.00
Less Retainage:	27,277.32
Less Previous Application:	507,078.08
Total Due This Invoice:	11,191.00

Payment in full is due Net 30 days following invoice date. In the event payment is not made when due, reasonable collection fees, lien fees, and attorney fees with or without suit, together with 1 1/2% per month FINANCE CHARGE which is an ANNUAL PERCENTAGE RATE of 18%, will be assessed until paid.

JBP-JH-050 REV 6/03

PLEASE PAY FROM THIS INVOICE - DETACH AND RETURN WITH PAYMENT

Remit to: Jack B. Parson Companies
PO Box 4002
Pocatello, ID 83205

Customer Name: Rail Crossings LLC
Customer No: 607907
Invoice Number: 125741
Invoice Amount: 11,191.00 Amount Remitted: _____



Revised prices

JACK B. PARSON COMPANIES
The Preferred Source
10300 Banate Road • P.O. Box 4002 • Pocatello, ID 83215
Phone 208 252-5896 • Fax 208-234-0024

Sand & Rock Products • Concrete • Asphalt • Paving • Construction • Earthwork • Hauling

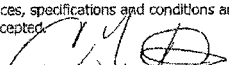
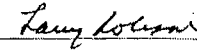
To: PEG Development	Contact: Robert Schmidt
Address: One East Center Street, Suite 300 Provo, UT 84606	Phone: (801) 655-1998 Fax: (801) 655-0729
Project Name: Rail Crossing Punch List Prices	Bid Number:
Project Location: Quinn And Yellowstone, Pocatello, ID	Bid Date: 9/28/2007

JOB SPECIFICATION AND PRICE: (If unit prices are quoted, units will be measured on completion and invoiced at these rates).
PRICE QUOTE IS GOOD FOR 30 DAYS FROM DATE OF PROPOSAL. IF OWNER ELECTS TO EXECUTE OWN CONTRACT AGREEMENT, THIS PROPOSAL IS TO BECOME PART OF AND ATTACHED TO OWNERS CONTRACT.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Provide Surveying Information For Punch List: As-Built Drawings	1.00	LS	\$1,980.00	\$1,980.00
2	Place Backer Rod And Seal Joints Where New Water Line Tap Was Proposed.	1.00	LS	\$2,270.00	\$2,270.00
3	Cost Of 2 60" Manhole Barrels That We Unable To Be Used Due To Engineering Errors By Great Basin Engineering. Cost Of Materials Only.	1.00	LS	\$4,380.00	\$4,380.00
				Total Price for above Items:	\$8,630.00
				Total Bid Price:	\$8,630.00

- Notes:**
- Additional work and work in excess of that specified and described above will be handled as a Change Order. Additional work MUST BE APPROVED by owner and contractor prior to construction.
 - DUE TO THE VOLATILITY OF FUEL, LIQUID ASPHALT, CEMENT AND CONSTRUCTION MATERIALS ALL BID PRICES ARE GOOD FOR 30 DAYS FROM DATE OF QUOTATION, PAVING STARTING AFTER THE 30 DAYS MAYBE SUBJECT TO PRICE ADJUSTMENTS.
 - Bid DOES NOT include engineering, layout or testing.
 - Price Shown DOES NOT Include Performance And Payment Bond.
 - Bid includes only the items as specified and described above.

Payment Terms: PAYMENT: Purchaser, except as otherwise provided herein, for the full and complete performance of this Agreement, agrees to pay Parson the sums identified on the reverse side of this Agreement as may be modified in accordance with this Agreement. Purchaser shall make progress payments based upon percentage of completion of the project not less than monthly. Payment shall be within three (3) working days of receipt of a request for payment. If Purchaser fails to pay within ten (10) days from the time payment should be made, Parson may, without prejudice, stop any work until payment is received. For payment not received by the 15th day of the month following the presentation of a progress payment request, a FINANCE CHARGE at the rate of 1 1/2% per month will be charged. This is an ANNUAL PERCENTAGE RATE OF 18%. THIS QUOTATION IS SUBJECT TO ALL THE TERMS AND CONDITIONS LISTED ON THE REVERSE SIDE HEREOF, WHICH TERMS AND CONDITIONS ARE INCORPORATED HEREIN BY REFERENCE.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: </p> <p>Signature: <u>Rail Crossings, LLC</u></p> <p>Date of Acceptance: <u>10-4-07</u></p>	<p>CONFIRMED: JACK B. PARSON COMPANIES</p> <p>Authorized Signature: </p> <p>Estimator: Larry Robson</p>
---	--

ADDITIONAL TERMS AND CONDITIONS OF PROPOSAL

This Proposal/Contract made and entered into between Jack B. Parson Companies, hereafter "Parson" and the Party above named hereafter "Purchaser". The term "Contract or Agreement" shall mean this agreement, drawings, specifications or supplementary conditions and all other documents or attachments incorporated in any other contract related to this project. However to the extent of any conflicting obligations, the provisions contained herein control. The commencement of any work on or the supplying of material to any portion of the project shall be deemed acceptance of the terms and conditions, including the representations and warranties, of this agreement and shall be retroactive to the date commencement of work or the supplying of material began.

- 1 **APPROVAL OF CREDIT:** Notwithstanding Purchaser's acceptance of this proposal, Parson's obligation to perform is conditional upon Parson approval of the financial responsibility of the Purchaser. The Purchaser agrees to promptly furnish to Parson, at Parson's request, such information as Parson may deem necessary in order for Parson to determine Purchaser's financial responsibility and credit. Parson may request appropriate information from third parties for the purpose of considering Purchaser's request for credit. Purchaser agrees that there is no binding contract until approved by Parson. If disapproved, Purchaser will be notified, and this agreement will be deemed terminated, without liability to either Party.
- 2 **OFFER EXPIRES:** This proposal automatically expires fourteen (14) days from the date of proposal if not accepted and returned to Parson.
- 3 **PRICE ADJUSTMENT:** National and regional supply shortages of liquid asphalt or other material or specifically noted in this Agreement may adversely impact price and quantity terms identified in this Agreement. It is specifically agreed that Parson may adjust the pricing provided in this Agreement to reflect an increase or decrease, whether lump sum or unit, for any such price change provided said increase or decrease from Parson's supplier exceeds _____% of the price stated herein. No such price adjustment shall occur except upon not less than five (5) days advance notice to Purchaser. The price adjustment shall be effective for all product furnished pursuant to this Agreement from the date of notice to Purchaser unless Purchaser shall within forty-eight (48) hours of receipt of notice Parson objecting to said price adjustment, in which case this Agreement shall be terminated without further obligations by either Party, except that obligation by Purchaser to pay for goods and services provided to the date of termination at the prices quoted herein.
- 4 **ACCEPTANCE OF PROPOSAL:** By signing this Agreement, Purchaser represents that Purchaser's business is a valid business existing that goods and services provided herein will be for purposes other than personal, family, household or agricultural purposes and that the person signing for Purchaser is either the owner of the premises where the project is to be performed or is an authorized representative of the owner with the authority to enter into contractual agreements and to grant authority to perform the work identified herein. Should Parson be required to provide any of the services set forth to perform engineering services of any nature, Purchaser hereby covenants and agrees to save and hold harmless Parson from and against any and all damages, claims, suits, or expenses whatsoever arising from or growing out of performance of this contract, including but not limited to, discharge of water or to destruction or damage during performance of the contract as well as fines.
- 5 **PERFORMANCE:** Parson shall not be liable for failure of performance or failure or delay in delivery by reason of any contingency beyond Parson control, including, but not limited to strikes, labor disputes, fire, flood, weather, embargo, war, governmental authority, or regulations, including allocations, preferences or priorities established by or for the government, or shortage or failure of raw material, fuel or transportation or as a result of actions by the Purchaser, owner or other Parson or as a result of an extension of time granted by Purchaser. Upon the occurrence of such delay Parson shall receive an equitable extension of time for the performance of this Agreement. Parson shall not be entitled to any damages or additional compensation as a result of the delay except to the extent such delay was caused by the Purchaser, owner or other contractor.
- 6 **CURD BREAKAGE:** Parson shall not be responsible for breakage of curb, gutter, and/or sidewalk when existing conditions require crossing.
- 7 **PAYMENT:** Purchaser, except as otherwise provided herein, for the full and complete performance of this Agreement, agrees to pay Parson the sums identified on the reverse side of this Agreement as may be modified in accordance with this Agreement. Purchaser shall make progress payments based upon percentage of completion of the project not less than monthly. Payment shall be within three (3) working days of receipt of a request for payment. If Purchaser fails to pay within ten (10) days from the time payment should be made, Parson may, without prejudice, stop any work until payment is received. For payment not received by the 15th day of the month following the presentation of a progress payment request, a PENANCE CHARGE at the rate of 1 1/2% per month will be charged. This is an ANNUAL PERCENTAGE RATE OF 18%.
- 8 **TAXES:** Unless otherwise noted, all federal, state and local taxes, of any nature assessable on the performance of this contract, shall be borne by the Purchaser.
- 9 **BINDING ARBITRATION AGREEMENT:** All disputes, claims, and controversies arising from or relating to the agreement, or the relationship resulting from this agreement, or the validity of this arbitration clause or the entire agreement, shall be subject to and resolved by binding arbitration in accord with the National Association of Credit Management Program, except as approved by Parson.
- 10 **INDEMNIFICATION:** Parson agrees to defend, indemnify and hold harmless, Purchaser, owner and other Parsons from and against any loss, claim, suit, damage or liability arising by reason of the death, personal injury, property damage or economic loss caused by any act or omission by Parson, its officers, agents or employees to the extent required by U.C.A. 13-8-1.
- 11 **ENVIRONMENTAL INDEMNITIES:**
 - A. Hazardous Substances" as used in this Agreement shall mean any substance or material defined as a "hazardous substance", "hazardous waste" or "regulated substance" pursuant to applicable law.
 - B. Purchaser represents and warrants that it has no knowledge or reason to believe that any Hazardous Substances are present at the work site, either above or below the surface of the ground, or in the subsurface or groundwater.
 - C. In the event it is determined that Hazardous Substances are present at the work site (other than Hazardous Substances introduced at the work site by Parson), Purchaser agrees to indemnify Parson and its officers, directors, employees, agents, representatives and subcontractors from and against any and all losses, claims, damages, fees, penalties, liabilities, costs and expenses (including all out-of-pocket litigation costs and expenses and the reasonable fees and expenses of counsel in any civil, criminal or administrative proceeding) arising from such Hazardous Substances, including, but not limited to, the presence or use, generation, storage, treatment, transportation, release, or disposal of, or exposure or threatened exposure of persons or property to, such hazardous substances. This indemnification shall apply to liability for all personal injuries, property or natural resource damages, environmental damages, foreseeable and unforeseeable, including, without limitation, the costs of any requested or necessary repair, site characterization, clean up or characterization and the preparation of any closure or other regulatory plans.
 - D. In the event that Parson negligently, actively, intentionally or recklessly causes the work to become contaminated with Hazardous Substances, then it agrees to indemnify Purchaser to the same extent as Purchaser has agreed to indemnify Parson, in subparagraph C. above.
- 12 **PERMITS:** The Purchaser guarantees that it has secured all necessary permits and licenses (including but not limited to storm water permits) required by the scope of work covered in this proposal. Purchaser agrees that Parson will not be held liable for any damages (material or otherwise) which may result from the Purchaser's failure to secure and keep current any and all permits required by the scope of work covered in this proposal or under similar state or local statutes, laws or ordinances, rules or regulations.
- 13 **INSURANCE:** Parson shall maintain such insurance as will protect it from claims under Workers' Compensation Acts and any other statute from property damage and claims for bodily injury, including death, which may arise from Parson's operations under this Agreement. As requested by Purchaser, Parson shall submit to Purchaser certificates of insurance evidencing that the insurance policies carried by it are in force at the request of Purchaser.
- 14 **WARRANTIES:** Parson warrants that all material covered by this Agreement shall conform to the specifications set forth herein and will conform to industry standards for each grade of material. No implied warranties of fitness or merchantability are given and are expressly disclaimed by Parson. Warranties shall commence on the date of delivery and placement and will continue for a period of one (1) year from such date.
- 15 **GOVERNING LAW:** This Agreement shall be construed and enforced in accordance with laws of the state of Idaho.

Sep. 28. 2007 4:05PM

2082344024 BANNOCK PAVING CO

Fax: 801-655-0729

Sep 28 2007 15:11 P002/002 No. 7070 P. 2/2

FROM : POCATELLO-PRECAST

FAX NO. : 2082332932

Jul. 25 2007 11:12AM P1

Pocatello Precast

Specialty Concrete Products

Invoice #
6278

3650 Highway 30 • Pocatello, ID 83201 • Phone 233-1095 or 233-1096 • Fax 233-2932

SOLD TO: JACK B PARSON DATE 5/14/07
RICK P.O. # 15514209

DELIVERY INFORMATION: YELLOWSTONE JOB # 473100

Time left yard Arrived at job Left job Arrived at yard

	UNITS	UNIT PRICE	AMOUNT
1" Barrel <u>Top 1/4 Catch Basin</u>	4	1450 ⁰⁰	5800 ⁰⁰
2" Barrel			
3" Barrel <u>1/2" Flat top gus</u>	3	368 ⁰⁰	1104 ⁰⁰
4" Barrel <u>1/2" holes</u>			
2" Perf Barrel			
4" Perf Barrel <u>1/2" Manholes with</u>	3	2190 ⁰⁰	2190 ⁰⁰
4" Electric Cones <u>1" Holes</u>			6970 ⁰⁰
2" Concentric Cones			
2' Catch Basin			
3' Catch Basin			
Basin Lids			
Conseal			
Cast Iron Products			3474 ⁰⁰

SCANNED
JUL 30 2007
NIP

ENTERED
JUL 28 2007
AP

Tax 808⁴⁴
Delivery 250⁰⁰
Total 14522⁴⁴

TERMS: Accounts due 1st of month following purchase. A finance charge of 1 1/2% per month (21% Annual Percentage Rate) will be added to past due accounts. Buyer also agrees to pay all cost of collection including Attorney or Collection fees. Signature of Invoice means that all PreCast merchandise has been received with no defects and Customer claims full responsibility upon delivery.

RECEIVED BY:

PLEASE SIGN AND RETURN TO: JACK B PARSON COMPANIES
P.O. BOX 4002
POCATELLO, ID 83205

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned, Jack B Parson Companies has provided material or services for PEG Development, LLC under a subcontract or purchase order agreement for the following project:

Rail Crossing
#570006

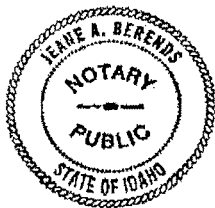
NOW THEREFORE, BE IT KNOWN, that the above named subcontractor or supplier for and in consideration of the payment of the sum of \$11,191.00 and other, good and valuable considerations, does hereby waive and relinquish any and all liens, claims or right of lien on or at any time before September 30, 2007, on said above described building, structure or any other improvements of the owner, or in behalf of the subcontractors, mechanics, journeymen, laborers, materialmen, or persons performing labor upon or furnishing materials, supplies or equipment for such property or improvements of the owner, on account of labor or materials or both, furnished by, for or on behalf of the undersigned or on account of the aforesaid.

Given under his hand this 10th day of Sept, 2007.

BY: Larry Robson
Estimator Jack B. Parson Co.

STATE OF Idaho
COUNTY OF Bannock

On this 10th day of September, 2007, personally appeared Larry Robson who being duly sworn, did say that he/she is the Estimator and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or resolution of its Board of Directors, and said officer acknowledged to me that said corporation executed the same.



Leane A. Berends
NOTARY PUBLIC
1-29-2013

(Mechanic's Lien, Stop Notice, Equitable Lien, Labor and Material Bond Release)

FROM: Wheeler Electric, Inc.
PO Box 2173
Lido Falls, ID 83403

TELEPHONE: 208/522-1906
FAX: 208/522-5927

TO: Rail Crossings, LLC
One East Center-Street, Ste 300
Provo, Ut 84606

PROJECT: Yellowstone & Flandrer-Signal

CONDITIONAL RELEASE

The undersigned does hereby acknowledge that ~~the undersigned has the application of a check from Rail Crossings, LLC to the sum of \$12,780.28 payable to Wheeler Electric, Inc. and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release the undersigned from the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment and materials furnished through 8/31/07 only and does not cover any retention or items furnished after said date. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.~~

UNCONDITIONAL RELEASE

The undersigned does hereby acknowledge that the undersigned has been paid and has received progress payments in the sum of \$242,824.75 for labor, services, equipment, and materials furnished to the above referenced job and does hereby release the undersigned from the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, and materials furnished to the above referenced job through 8/31/07 only and does not cover any retention or items furnished after that date.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THESE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID USE A CONDITIONAL RELEASE FORM.

Print Name: Wheeler Electric, Inc. Date: 10/10/07
Print Name: Wheeler Electric, Inc. Date: 10/10/07

NOTARY - CORPORATE/PARTNERSHIP
STATE OF IDAHO)
COUNTY OF Blaine)
On this 10 day of Oct, 2007
before me, Diane Wheeler, a Notary Public in and for said State, personally appeared Diane Wheeler, known or identified to me to be the person whose name is attached to the foregoing instrument, and acknowledged to me that (she/he) executed the same.
IN WITNESS WHEREOF, I have hereunto placed my official hand and seal the day and year in this Certificate first above written.
Diane Wheeler, Notary Public for Wheeler Electric
Residing At Blaine, ID
Commission Expires 12/18/15

NOTARY - INDIVIDUAL
STATE OF IDAHO)
COUNTY OF Blaine)
On this 10 day of Oct, 2007
before me, Diane Wheeler, a Notary Public in and for said State, personally appeared Diane Wheeler, known or identified to me to be the person whose name is attached to the foregoing instrument, and acknowledged to me that (she/he) executed the same.
IN WITNESS WHEREOF, I have hereunto placed my official hand and seal the day and year in this Certificate first above written.
Diane Wheeler, Notary Public for Wheeler Electric
Residing At Blaine, ID
Commission Expires 12/18/15





A Company of Professional Engineers

131 S.W. 5th Avenue, Suite A • Meridian, ID 83642
208-288-1992 • Fax: 208-288-1999 • www.kellerassociates.com

Rail Crossings, LLC
PEG Development
Attn: Robert Schmidt, PE
1 E. Center Street, Suite 300
Provo UT 84606

Received: 10-2-07
Approved: [Signature]
Acct #: 15112
Posted: 10-2-07
Filed: _____
Mailed: _____

September 21, 2007
Project No: 107011-000
Invoice No: 0000005

Project: 107011-000 PEG - Yellowstone Flandro Intersection

Project Manager: [Signature]
Professional Services: July 1, 2007 through August 31, 2007

Task: 000 Original Contract

Professional Personnel

	Hours	Rate	Amount
Hansen, Eddy	20.50	45.00	922.50
Jaglowski, Michael	12.00	90.00	1,080.00
Kreusel, Kye	1.00	60.00	60.00
Totals	33.50		2,062.50
Total Labor			2,062.50

Billing Limits	Current	Prior	To-date
Total Billings	2,062.50	13,300.00	15,362.50
Limit			15,352.00
Adjustment			-10.50
			Total this task \$2,052.00

Task: 001 Project Close-Out

Professional Personnel

	Hours	Rate	Amount
Hansen, Eddy	56.00	45.00	2,520.00
Hines, Danielle	1.50	45.00	67.50
Jaglowski, Michael	22.00	90.00	1,980.00
Kreusel, Kye	6.50	60.00	390.00
Szelmeczka, Kristine	1.00	50.00	50.00
Totals	87.00		5,007.50
Total Labor			5,007.50

Billing Limits	Current	Prior	To-date
Total Billings	5,007.50	0.00	5,007.50

NOVEMBER 2, 2007

POCATELLO DEVELOPMENT AUTHORITY

PROJECT PRE-APPLICATION

TAX INCREMENT FINANCING

FOR

THE DISTRICT AT
POCATELLO CREEK

Michael W. Seibert
1665 Pocatello Creek Road
Pocatello, Idaho 83201
208-233-1665, 208-2331785 Fax
208-681-4472 Cell
Email msgolf@cableone.net

NOVEMBER 2, 2007

POCATELLO DEVELOPMENT AUTHORITY

RE: PROJECT PRE-APPLICATION FOR TAX INCREMENT FINANCING

Dear PDA Members:

The proposed project area encompasses the undeveloped land along Pocatello Creek from Interstate 15 to Booth Drive. The attached map reflects proposed TIF boundaries and some preliminary design concepts. The property is predominately open non platted area that was left idle due to diverse ownership of large parcels. As the City expanded, development skipped completely around the site which created a large amount of economically undeveloped property without any supporting infrastructure.

The initial phase of the proposal is to construct a comprehensive Senior Congregate Care Facility incorporating all stages of Assisted Living and Memory Care units with private funds and utilize Tax Increment Financing based on firm initial capital improvements commitments to provide the supporting infrastructure for the area.

The Concept Plan proposes to extend Olympus Drive as a North-South Connector south from the Pocatello Creek Road Signal, through the entire project site and aligning with Booth Drive on the east side of the properties. In the near future when the East Center Developments extend north over the hill to Monte Vista Drive, the City will end up with a much needed major North-South Connector Roadway running all the way from East Center to East Chubbuck Road. The Ruby Street Extension to the new section of Olympus Drive will provide additional connectivity to the Monte Vista Hill area and alleviate traffic problems at the most congested intersection in our City (Jefferson-Alameda-Highline-Pocatello Creek). The Ruby Street

Extension will provide Monte Vista residents with a direct access to Interstate 15 and the Pocatello Creek Road supporting neighborhood commercial services.

It is also proposed to signalize Iris Street and Pocatello Creek Road on the west side of Edahow School which will improve pedestrian crossing safety at the school. The proposed new Olympus Drive roadway extension running on the south side of the school will redirect a considerable amount of traffic away from the Pocatello Creek Road school zone as well as reduce the difficult left turn (west bound) traffic activity off of Booth Drive onto Pocatello Creek Road. School District 25 is planning to double the size of Edahow School to 650 students within the next three to five years. The proposed infrastructure additions will provide facilities necessary to support the schools southern expansion and development of a new youth soccer field complex.

The Pocatello Creek banks and stream bed are in terrible condition and undergoing a continuous erosion process. It will require a considerable amount of work to stabilize the drainage area. Every year the runoff looks like chocolate soup which is adding to the City's storm water and Portneuf river pollution problems. Just south of the Red Lion, it is planned to construct a storm water detention silt removal system and Urban Fishery Pond which will treat the water before it flows under Interstate 15 and on to the Portneuf River. The Urban Fishery Pond that will be administered by the Idaho Fish & Game Department. See attached map prepared by John Sigler the City of Pocatello Senior Environmental Coordinator illustrating this concept. It is proposed to coordinate the stream bed restoration of this proposed TIF project with Federal/State 319 funds to repair the Pocatello Creek drainage beyond the proposed TIF boundary to the Pocatello Creek head water locations.

Also, a Greenway Path system is planned all along Pocatello Creek from I15 to Booth Road as well as cross connecting to the Syringa and Monte Vista neighborhoods.

Sincerely,

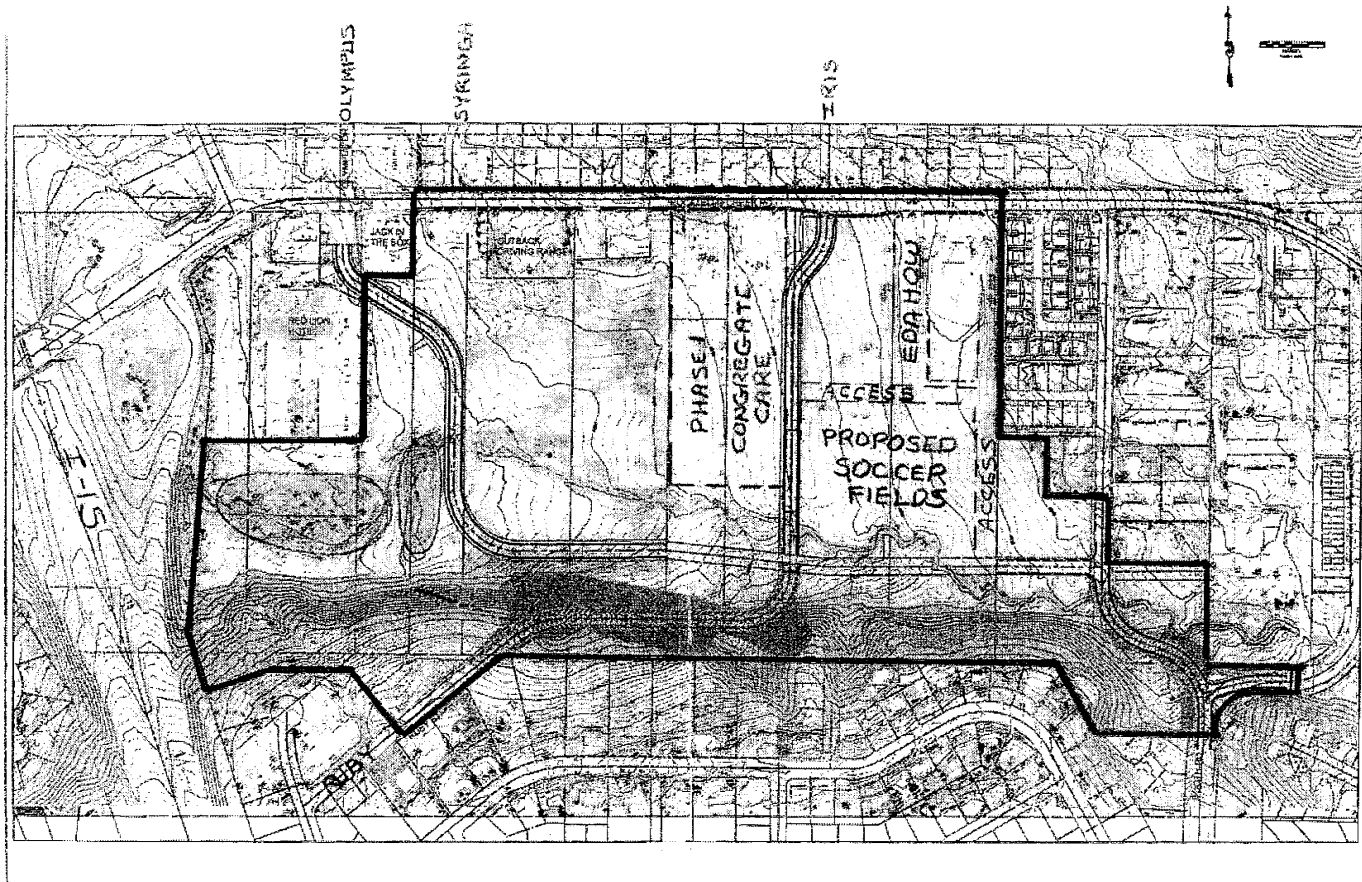

Michael W. Seibert

**POCATELLO CREEK TAX INCREMENT FINANCING DISTRICT
ASSESED PROPERTY VALUES**

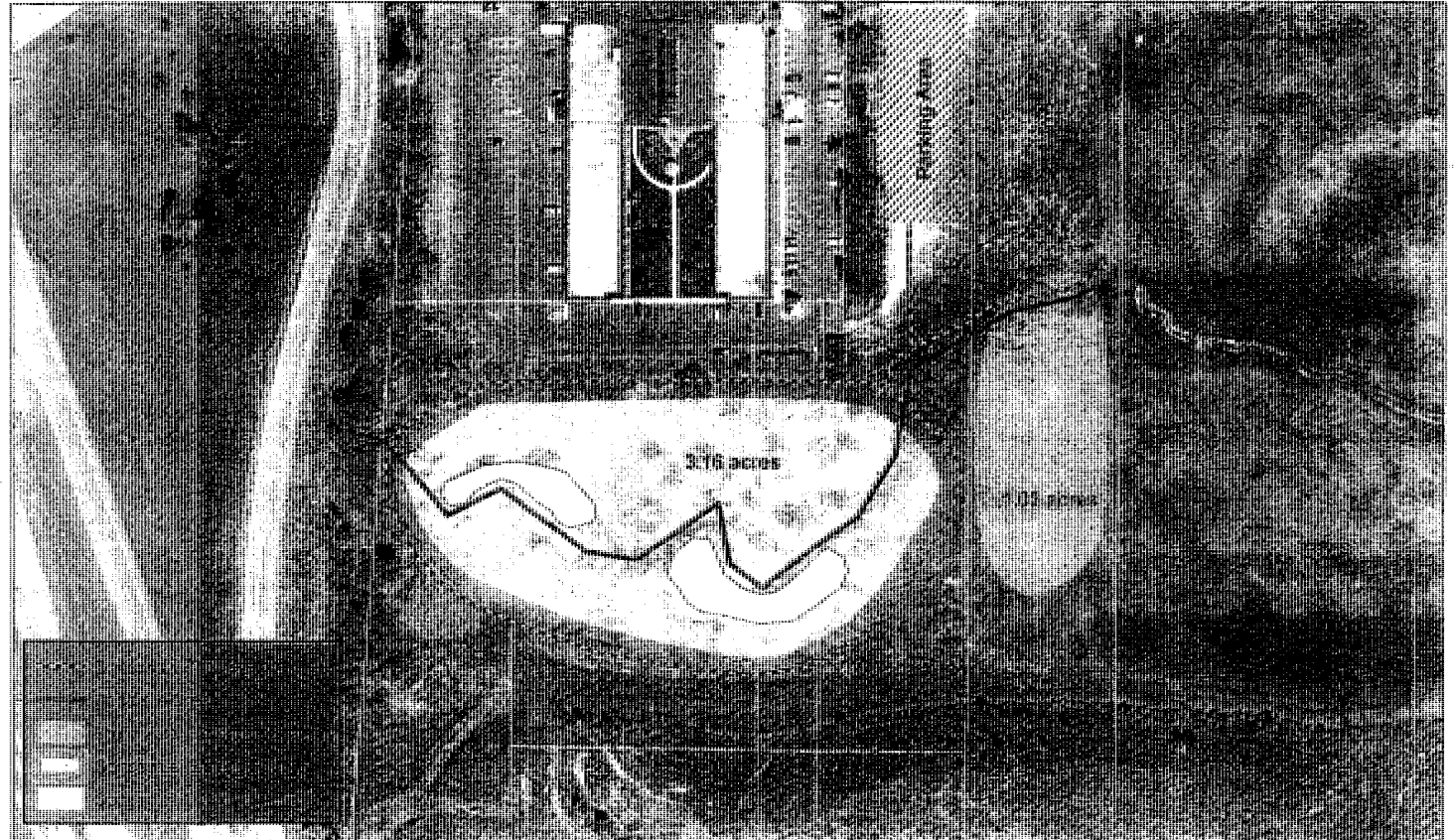
OWNER	PACEL #	LAND	IMPROVEMENTS	TOTAL	NOTES
WRIGHT	RPCPP004802	29,500	0	29,500	REAR RED LION
	RPCPP007500	500	0	500	WHW
	RPCPP006600	237,800	32,500	270,300	1625 PCR
SEIBERT	RPCPP005800	136,100	296,700	432,800	1655 PCR
	RPCPP010000	41,200	118,200	159,400	1745 PCR
	RPCPP006401	29,707	114,934	144,641	1755 PCR
	RPCPP006500	48,122	165,468	213,590	1785 PCR
	RPMVA006500	20,000	0	20,000	MV
EDAHOW	RPCPP006901	0	0	0	2020 PCR
	RPCPP007001	0	0	0	2020 PCR
GIBSON	RPCPP007300	10,166	0	10,166	FREEMAN-BOOTH RD
	RPCPP006102	41,360	0	41,360	FREEMAN-BOOTH RD
	RPCPP010500	7,993	0	7,993	FREEMAN-BOOTH RD
	TOTAL	\$ 602,448	\$ 727,802	\$ 1,330,250	EXISTING ASSESED PROPERTY VALUE
PHASE 1 - YEAR 1 - CAPITAL IMPROVEMENTS				\$18.9 MILLION	CONGREGATE CARE FACILITY
PHASE 2 - YEAR 2 THRU 6 - CAPITAL IMPROVEMENTS				\$30.0 MILLION	MIXED USE- RETAIL & PROFESSIONAL BLDG WITH ADJACENT HIGH DENSITY HOUSING
INFRASTRUCTURE IMPROVEMENTS				\$ 5.5 MILLION	
TOTAL				\$54.4 MILLION	

CONFIDENTIAL

PROPOSED
POCATELLO CREEK
TIF DISTRICT BOUNDARY



Pocatello Creek Fish Pond Conceptual Plan



POCATELLO DEVELOPMENT AUTHORITY (PDA)
Pre-Application for use of Tax Increment Financing

Instructions:

1. Please complete each section of this pre-application.
2. The applicant should be the project owner or the duly appointed representative of the project owner.
3. This pre-application must be completed and submitted (Pocatello Development Authority, 1651 Alvin Ricken Drive, Pocatello ID, 83201) by the first Monday of the month to be considered for the PDA meeting agenda on the 2nd Wednesday of that month.
4. Each pre-application is screened by staff and must meet a minimum score of 70 points (out of 100) for it to be considered for approval by the PDA Board.
5. PDA approval of this application is authorization to proceed to a full application.
6. A full application will consist of at minimum the following:
 - a. Project purpose statement.
 - i. Description of blight.
 - ii. Description of public benefits.
 - b. Scope of work.
 - i. The kind, number, and location of all proposed public works or improvements.
 - ii. A detailed list of estimated project costs.
 - iii. Construction timetables (including any proposed phasing).
 - iv. A detailed map and legal description of the project area.
 - c. Economic Analysis.
 - i. An economic feasibility study.
 - ii. A fiscal impact statement showing the impact of the project upon all taxing districts.
 - iii. A description of the methods of financing all estimated project costs.
7. Questions may be directed to the Executive Director for the Development Authority, 233-3500.

Application:

Name: MICHAEL W. SEIBERT Date: 11-2-2007

Mailing Address: 1665 POCATELLO CREEK ROAD, POCATELLO ID. 83201

Work Phone: 233-1665 Cell Phone: 681-4472 E-Mail: msgolfe@cablone.net

Project Description: Phase 1 - Senior Congregate Care Facility

Phase 2 - Mixed use Commercial, Professional office and high density housing.

Project Location: Pocatello Creek Rd., I-15 to Booth Road

Is this project currently in an urban renewal area? Yes No

Is this project currently in a revenue allocation area? Yes No

If you answered 'no' to both questions above, please describe the "blighting" conditions associated with this location: See attachment

Current Assessed Value of Project Location: \$1,330,250

Estimated Construction Value of Project: END OF PHASE 1 YR1 = \$18.9 MILLION
END OF PHASE 2 YR6 = \$54.4 MILLION

Phase 1 Number of jobs created by this project: 35-50 Wage range of jobs: \$9/hr to \$75K/yr
Phase 2 - TBD.

Employee Benefits? Yes No If yes, please describe Medical,

401(k), optional dental, life insurance, long-term disability, short-term disability, paid time off (combination of vacation & sick days).