

Pocatello Development Authority

Board of Commissioners Meeting
November 19, 2014 – 11:00 a.m.
Paradise Conference Room

City of Pocatello
911 North 7th Avenue
Pocatello, Idaho 83205

An urban renewal agency for the City of Pocatello, Idaho

11:00 a.m.

Call to order by Michael Orr, Chairman
Acknowledge guests of the Board
Disclosure of conflicts of interest
Agenda; delete action or discussion items

Action and Discussion Items:

- ① **Agenda Item No. 1: Minutes.**
Motion to approve and/or amend Minutes of October 15, 2014.
- ② **Agenda Item No. 2: Financial Report.**
Motion to approve and/or amend October Income and Expenses.
- ④ **Agenda Item No. 3: Payment Requests/Reimbursements.**
#9 (a) Request to reimburse the City \$4,489.10 of the \$7,500 approved at the April 2014 PDA Mtg. to #10
(b) Request to reimburse Gateway West \$242,267.00 (qualified invoices attached) which was approved at the July 2014 PDA Mtg. for the rail improvements in the NOP District. →
(c) Redevelopment Association of Idaho Membership Dues in the amount of \$750.00.
(d) Redevelopment Association of Idaho Contribution for Legislative Efforts.
- ⑤ **Agenda Item No. 4: South Valley Road Request for Funds.**
Public Works Director Michael Jaglowski will request additional funds from the Central Corridor District for the South Valley Road Project.
- ⑥ **Agenda Item No. 5: Select Financing Options for Infrastructure Improvements within the Pocatello Regional Airport TIF.**
- ③ **Agenda Item No. 6: Idaho Power Reimbursement.**
Idaho Power requests direction on the reimbursement of \$3,147.00 from the Construction Study for Project Pipe; should this reimbursement be returned to the PDA or applied to the next phase, the preparation of the Construction Agreement and the transformer bid process?
- ⑥ **Agenda Item No. 7: Transfer of 10% Administrative Fee to the General Fund as Allowed by Statute and Pursuant to PDA Approval in April 2002.**
- Agenda Item No. 8: Positron, Inc. Foreclosure Update by Kirk Bybee.**
- Agenda Item No. 9: CRS/BBR Change Order Request for Rail at the Airport.** M. Quayle will present CRS/BBR's Change Order request for an additional \$2,750 to add Project Pipe's rail needs to the previously approved Preliminary Railroad 10% Design for future Airport development. The PDA approved at the April 2014 mtg. to authorize expenditure up to \$7,500.

Agenda Item No. 10: Gateway West Industrial Center's Request for TIF Funds to repave a roadway within the NOP TIF District.

Agenda Item No. 11: PDA Bylaws, Proposed Amendments.

Upcoming Events:

Matters exist for discussion in an executive session as per I.C. §67-2345(1)(e)

Motion: "I move that we enter into an executive session as per Idaho Code §67-2345(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the PDA may be in competition with other jurisdictions."

Adjourn.

AGENDA ITEM

NO. 1

MINUTES

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
November 19, 2014

Members present: Brian Blad, Larry Fisher, Darlene Gerry, Cynthia Hill, Michael Orr (Chair), John Regetz (ex officio), Linda Tigert and Ryan Ward.

Members absent: Russell Meyers and Caroline Wight

Staff present: Lon Crowell, Executive Director; Merrill Quayle, City Development Engineer; Dean Tranmer, Tiffany Olsen and Kirk Bybee, City Legal Dept.; Joyce Stroschein, City Finance Dept.; Michael Jaglowski, Public Works Director; and David Allen, Airport Manager.

Chair Orr called the meeting to order at 11:02 a.m.

Introductions, Conflicts, and Agenda: Guests included Michael O'Donnell with the Idaho State Journal; Kaitlin Loukides with Channel 3 and 8 news; Bob Steinlicht, the Power County Administrator and Airport Commission Member; DeWayne Sudweeks, Airport Commission Chair; Molly Swallow with D.L. Evans Bank; and Buzz Pfeiffer and Jim Burdick with Idaho Power. Ryan Ward disclosed a conflict with Agenda Item No. 5. Chair Orr advised Agenda Item 3 (a) would be moved to coincide with Gateway West's request; Agenda Item 3 (b) would be moved to coincide with the CRS/BBR request; Agenda Item No. 6 would be moved to be presented after the Financial Report; Mayor Blad and Joyce Stroschein requested Agenda Item No. 7 be moved to before the currently scheduled Agenda Item No. 5. No deletions to the Agenda were made.

1. Action and Discussion Items:

Agenda Item No. 1: Minutes. The Minutes of the regularly scheduled meeting of October 15, 2014 were reviewed. It was **MSC (B. Blad, L. Fisher)** to approve the Minutes as presented.

Agenda Item No. 2: Financial Report. **J. Stroschein** presented the Financial Report for the month of October 2014. At month end the Authority had cash on hand of \$2,778,372.04. The checking account balance was \$2,032,419.42, the savings account was \$745,952.62, and cash being held by Zions Trust amounted to \$2,368,869.72. The Authority recognized modest financial activity during the month. It received revenues totaling \$2,269.52 of which \$860.03 was interest earnings on cash invested and property taxes. The \$1,000.00 payment received on the note receivable applied \$178.17 towards the principal of the note. Property tax revenue totaled \$1,231.32 for the North Yellowstone District. Expenses for the month totaled \$1,065,570.26. The Authority fulfilled the \$3.3 million to commitment previously granted for the South Valley Road project. The remaining expenditure was in the amount of \$148.80 for lunch. This report also serves as the year to date totals. It was then **MSC (B. Blad, C. Hill)** to approve the Financial Report as presented.

Agenda Item No. 3: Idaho Power Reimbursement. Buzz Pfeiffer with Idaho Power informed the Board the retainer balance after the construction study at the Airport was completed, there was a refund to the PDA in the amount of \$3,147. Pfeiffer requested permission to apply the reimbursement to the next phase of the project, the Construction Agreement and transformer bid process. He stated the funding for the transformer would need to be in place by December 2014 in order to meet Project Pipe's requested operational date of January 2016. If the early procurement cannot be obtained, an Agreement with the PDA to secure the funding can be prepared. B. Blad and/or L. Crowell will inform Idaho Power of the funding decisions for this project when the Board so authorizes. It was then **MSC (B. Blad, R. Ward)** to allow the

reimbursement of \$3,147.00 to be applied towards the next phase of the project. **Chair Orr** executed Idaho Power's letter acknowledging the same. Pfeiffer and Burdick left the meeting.

Agenda Item No. 4 (items c and d): Payment Requests/Reimbursements. It was **MSC (B. Blad, L. Tigert)** to approve payment to the Redevelopment Association of Idaho for the Board's annual membership dues in the amount of \$750.00 and \$1,500.00 for its contribution for legislative efforts.

Agenda Item No. 5: South Valley Road Request for Funds. Public Works Director Michael Jaglowski presented an update on the South Valley Road project. He informed the Board the last Phase of the project has gone out to bid and was awarded to WW Clyde from Utah. He is in negotiations with ITD to put the last few details of payment arrangements together. If and when additional funds are needed and the Board has funds available, he will return with a request for additional funds. No action was taken.

Agenda Item No. 6: Transfer of 10% Administrative Fee to the General Fund as Allowed by Statute and Pursuant to PDA Approval in April 2000. **J. Stroschein** informed the Board that traditionally the Board has waited until a TIF District is closed before transferring the allowed administrative fee to the PDA's General Fund. However, the administrative fee can be transferred prior to the closing of the District if the Board so approves. Because the State Statute does not define the percentage of administrative fee allowed, the Board voted to approve this percentage to be 10% at its April 2000 meeting; with no designation as to when the administrative fee can be transferred. The four open TIF Districts are (1) North Yellowstone; (2) Naval Ordnance; (3) North Portneuf; and (4) Pocatello Regional Airport. Of the four, Stroschein suggested not to remove any monies from the Pocatello Regional Airport TIF since it is going to increase in increment and has immediate needs for the funds. The North Yellowstone TIF District has debt service and is required to hold in reserve one payment of \$677,000.00. Given these exceptions, the 10% figure attributed to the North Yellowstone District is \$889,213.68; Naval Ordnance District is \$96,015.35; and the North Portneuf District is \$14,679.54, for a total of \$999,908.57.

L. Crowell and **J. Stroschein** explained there have been numerous requests for funds over the years and the Board General Fund has not been able to fund those requests. The transfer of the administrative fees on an annual basis could alleviate that issue. **D. Gerry** asked why we haven't done this before. **R. Ward** stated although we have taken the administrative fee from some Districts in the past, it typically has been done when the District closes. The Board has been commended for closing districts early and returning any remaining funds after the administrative fee is taken to the taxing authorities. **Chair Orr** asked if the funds transferred to the PDA General Fund could be applied to other City Departments, for example, the Pocatello Regional Transit Department. He was assured by **B. Blad** and **J. Stroschein** that those funds can only be used for economic development purposes by the PDA. **D. Gerry** asked why 10%, where did that number come from? **D. Tranmer** and **B. Blad** explained each TIF Plan is created with a line item for reimbursement of administrative fees of those individuals employed by the City who serve as staff to the PDA; although invoices are not actually created and hours are not tracked. **D. Gerry** asked if these administrative fees are going to be automatically transferred each year or by Board approval each October. **J. Stroschein** preferred to report to the Board each October, with the Budget presentation, what the administrative fees would be for that year and ask the Board to vote and approve or deny the transfer. **J. Stroschein** additionally requested the remainder of funds in the Central Corridor District, in the amount of \$1,903,612.06, to the PDA General Fund.

It was then **MSC (B. Blad, D. Gerry)** to transfer the Central Corridor funds, in its entirety, in the amount of \$1,903,612.06 and 10% (as of October 2014) of the funds in the North Yellowstone District (\$889,213.68); Naval Ordnance District (\$96,015.35); and the North Portneuf District (\$14,679.54) for a total of \$999,908.57 and to review the administrative fees on an annual basis.

Agenda Item No. 7: Select Financing Options for Infrastructure Improvements within the Pocatello Regional Airport TIF. **L. Crowell** represented the Airport TIF's infrastructure is severely deficient in multiple areas, specifically road, sewer, water, power and rail. There have been approximately 12 companies, 2300 jobs and over \$1.5 billion in investments, interested in the Airport property in the past few years and have passed due to the lack of infrastructure. **M. Jaglowski** went through several PowerPoint slides indicating the improvements and/or expansions needed.

In summary, the POWER will cost approximately \$3,921,000.00 in expansion costs. This will support a 20mW transmission line (10mW now and the ability for future expansion with an additional 10mW) and a dedicated distribution line. The WATER will cost approximately \$2,068,416.00 in maintenance costs for the waterline and water tank and approximately \$206,841.60 for a new water line. The RAIL will cost approximately \$1,638,385.00 in expansion costs. The SEWER will cost approximately \$224,495.00 for existing sewer line maintenance and approximately \$413,029.00 for expansion costs to install a new sewer lift station and sewer line. The ROAD will cost approximately \$188,620.00 in maintenance to upgrade the existing road and approximately \$494,374.00 in expansion costs for a new road. The maintenance costs total approximately \$2,481,531.00 and the expansion costs total approximately \$6,673,629.60. All figures disclosed in the slides are designed as estimates and contain a contingency for each utility.

J. Stroschein represented each City utility fund will cover the applicable maintenance costs. The expansion costs will require a loan be obtained for payment. D.L. Evans Bank and Citizen's Community Bank both submitted proposals for review. Chase Bank/JP Morgan representatives were going to submit a proposal but did not. Zions Bank was asked to submit a proposal and did not. **J. Stroschein** summarized the two written proposals as follows:

D.L. Evans Bank would process the loan request for \$6.1 million in two loans; one for \$4.1 million (for the electrical substation) with an interest rate of 2.99% and loan origination fees of 1% for the loan term of 19 years. There would be a onetime advance with interest only payments for 2 years. In the 3rd year, the loan converts to principal and interest payments. The bi-annual payment would be \$160,000.00. The second loan for \$2.0 million (for the rail) would require the same amount, \$2.0 million in pledged monies to be held in a Certificate of Deposit for 3 years. The interest rate has yet to be determined due to the dual ownership of rail spurs with a private party. In the third year, the loan would convert to normal financing if cash flow permits and an annual loan payment would be approx. \$150,000.00. If cash flow was not established to allow the loan conversion, the Certificate of Deposit would be cashed and the loan would be paid in full. Given this loan configuration, there would be some excess monies (approx. \$1,114, 244.00) available which could be applied to the maintenance costs.

Citizen's Community Bank would process the loan request for \$6.1 million in one loan; for a term of 19 years, with interest of 2.5% during the construction phase and then 3.5% for the remaining life of the loan. The loan terms are 2 years interest only converting to a principal interest loan in the third year. The reserve requirement would be the amount of one annual payment or \$474,258.00. Given this loan configuration, there would be some excess monies (\$673,629) available which could be applied to the maintenance costs. **J. Stroschein** felt it was prudent to have an annual payment around \$450,000.00. Given this reduced annual payment amount, the total loan would be reduced to \$5,750,000.00.

Given the fact D.L. Evans Bank had negotiated the loan configuration with Dave Swindell and not the current CFO/Treasurer of the PDA, Molly Swallow stated she believed given the information she obtained at today's meeting, D.L. Evans Bank could provide a better proposal for the two potential loan amounts.

Given this discussion, and to be fair to both banks involved, it was **MSC (D. Gerry, B. Blad)** to move forward with obtaining a loan from a financial institution for up to \$6.1 million and that each bank shall submit their best proposal to the City no later than Monday, November 24, 2014 at 12:00 p.m., for both loan amounts, \$6.1 million and \$5.75 million. A Roll Call vote was taken by the members. **Aye: Blad, Fisher, Gerry, Hill, Orr, and Tigert. Nay: None. Abstain: Ward due to conflict.**

Agenda Item No. 8: PDA Bylaws, Proposed Amendments. It was **MSC (B. Blad, L. Tigert)** to approve the amended Bylaws, as presented. The Bylaws were routed for signature by the Board Members present.

Agenda Item No. 9: Positron, Inc. Foreclosure Update by Kirk Bybee. Kirk Bybee gave a brief history of how the PDA got to where they are today. In April 2014, the PDA approved to spend up to \$5,500.00 to retain attorney Craig Christensen's legal services to pursue a non-judicial or judicial foreclosure of the Position property. Alliance Title believed a non-judicial foreclosure was possible and attempted to obtain underwriting for the same. Unfortunately, the underwriter's did not feel comfortable moving forward in that direction. It appears the PDA will have to go through a judicial proceeding. K. Bybee cautioned since the PDA has yet to receive a billing from Christensen, and his knowledge the foreclosure process and fees associated therewith, he expected the legal fees to exceed the previously approved \$5,500.00. **R. Ward** asked to receive a written update on the matter and include therewith potential costs and fees associated with moving forward from Christensen before a Complaint was prepared. K. Bybee agreed to relay the same to Christensen. No action was taken.

Agenda Item No. 10: Payment Request 3(a) and CRS/BBR Change Order Request for Rail at the Airport. It was **MSC (B. Blad, C. Hill)** to approve the payment request to Balfour Beatty Rail in the amount of \$4,489.10, as approved at the April 2014 meeting. Additionally, it was **MSC (R. Ward, B. Blad)** to approve the addition of up to \$2,750.00. for the design portion of the rail to be used by Project Pipe that was not included in the previously approved up to \$7,500.00 to CRS/BBR in the April 2014 meeting.

Agenda Item No. 11: Payment Request 3(b) and Gateway West Industrial Center's Request for TIF Funds to repave roadway within the NOP TIF District. M. Quayle explained Gateway West's request for approximately \$100,000.00 to repave the private roadway within the Naval Ordnance Plan TIF District. **B. Blad** commented it was a difficult request to grant due to the fact it needs to be repaved from on-going deferment of proper maintenance. The Board had several questions for Gateway West and requested a representative be present when the request is on a future agenda to answer those questions. M. Quayle will relay the same to the Gateway West representatives. No action was taken.

2. Adjournment:

There being no additional business and no matters for executive session, it was **MSC (B. Blad, C. Hill)** to adjourn the meeting at 1:25 p.m.

By: 
Tiffany G. Olsen, Secretary

AGENDA ITEM

NO. 2

FINANCIAL

REPORTS

(will be supplemented)

Pocatello Development Authority
Balance Sheet by Class
As of October 31, 2014

| | 1-General Fund | 2-Central Corridor | 3-North Yellowstone | 4-Naval Ordinance | 6-North Portneuf | 7-Pocatello Regional Airport | TOTAL |
|---------------------------------------|-------------------|---------------------|---------------------|-------------------|------------------|------------------------------|---------------------|
| ASSETS | | | | | | | |
| Current Assets | | | | | | | |
| Checking/Savings | | | | | | | |
| Checking Wells Fargo | 111,628.06 | 1,290,763.41 | 34,805.74 | 418,042.02 | 14,679.84 | 162,500.35 | 2,032,419.42 |
| Savings Wells Fargo | 133,085.57 | 612,848.65 | 18.40 | 0.00 | 0.00 | 0.00 | 745,952.62 |
| Zions 2012 Bnd Fnd 7110526D | 0.00 | 0.00 | 0.32 | 0.00 | 0.00 | 0.00 | 0.32 |
| Zions Bnd Reserve Fnd 7110526B | 0.00 | 0.00 | 677,511.16 | 0.00 | 0.00 | 0.00 | 677,511.16 |
| Zions Rev Alloc Fnd 7110526 | 0.00 | 0.00 | 1,691,358.24 | 0.00 | 0.00 | 0.00 | 1,691,358.24 |
| Total Checking/Savings | 244,713.63 | 1,903,612.06 | 2,403,693.86 | 418,042.02 | 14,679.84 | 162,500.35 | 5,147,241.76 |
| Accounts Receivable | | | | | | | |
| Notes Receivable | 50,000.00 | 597,621.97 | 0.00 | 0.00 | 0.00 | 0.00 | 647,621.97 |
| Total Accounts Receivable | 50,000.00 | 597,621.97 | 0.00 | 0.00 | 0.00 | 0.00 | 647,621.97 |
| Other Current Assets | | | | | | | |
| Accrued Interest Income | 0.00 | 0.00 | 35.96 | 0.00 | 0.00 | 0.00 | 35.96 |
| Property Tax Receivable | 0.00 | 21,713.24 | 27,117.52 | 0.00 | 12,964.56 | 0.00 | 61,795.32 |
| Total Other Current Assets | 0.00 | 21,713.24 | 27,153.48 | 0.00 | 12,964.56 | 0.00 | 61,831.28 |
| Total Current Assets | 294,713.63 | 2,522,947.27 | 2,430,847.34 | 418,042.02 | 27,644.40 | 162,500.35 | 5,856,695.01 |
| TOTAL ASSETS | 294,713.63 | 2,522,947.27 | 2,430,847.34 | 418,042.02 | 27,644.40 | 162,500.35 | 5,856,695.01 |
| LIABILITIES & EQUITY | | | | | | | |
| Liabilities | | | | | | | |
| Long Term Liabilities | | | | | | | |
| Deferred Notes Receivable Rev | 50,000.00 | 597,621.97 | 0.00 | 0.00 | 0.00 | 0.00 | 647,621.97 |
| Deferred Tax Revenues | 0.00 | 15,601.56 | 14,241.05 | 0.00 | 12,964.56 | 0.00 | 42,807.17 |
| Total Long Term Liabilities | 50,000.00 | 613,223.53 | 14,241.05 | 0.00 | 12,964.56 | 0.00 | 690,429.14 |
| Total Liabilities | 50,000.00 | 613,223.53 | 14,241.05 | 0.00 | 12,964.56 | 0.00 | 690,429.14 |
| Equity | | | | | | | |
| Fund Balance | 244,861.82 | 2,974,145.20 | 2,350,693.52 | 418,042.02 | 14,679.84 | 162,500.35 | 6,164,922.75 |
| Opening Balance Equity | 0.00 | 0.00 | 64,643.86 | 0.00 | 0.00 | 0.00 | 64,643.86 |
| Net Income | -148.19 | -1,064,421.46 | 1,268.91 | 0.00 | 0.00 | 0.00 | -1,063,300.74 |
| Total Equity | 244,713.63 | 1,909,723.74 | 2,416,606.29 | 418,042.02 | 14,679.84 | 162,500.35 | 5,166,265.87 |
| TOTAL LIABILITIES & EQUITY | 294,713.63 | 2,522,947.27 | 2,430,847.34 | 418,042.02 | 27,644.40 | 162,500.35 | 5,856,695.01 |

-242 An Swift's Rail

Pocatello Development Authority
 Profit & Loss by Class

| | October 2014 | | | |
|--------------------------------|----------------|----------------------|---------------------|----------------------|
| | 1-General Fund | 2-Central Corridor | 3-North Yellowstone | TOTAL |
| Ordinary Income/Expense | | | | |
| Income | | | | |
| Interest Income | 0.61 | 821.83 | 37.59 | 860.03 |
| Principal received on notes | 0.00 | 178.17 | 0.00 | 178.17 |
| Property Taxes | 0.00 | 0.00 | 1,231.32 | 1,231.32 |
| Total Income | 0.61 | 1,000.00 | 1,268.91 | 2,269.52 |
| Gross Profit | 0.61 | 1,000.00 | 1,268.91 | 2,269.52 |
| Expense | | | | |
| Administrative | 148.80 | 0.00 | 0.00 | 148.80 |
| Economic Grants Issued | 0.00 | 1,065,421.46 | 0.00 | 1,065,421.46 |
| Total Expense | 148.80 | 1,065,421.46 | 0.00 | 1,065,570.26 |
| Net Ordinary Income | -148.19 | -1,064,421.46 | 1,268.91 | -1,063,300.74 |
| Net Income | -148.19 | -1,064,421.46 | 1,268.91 | -1,063,300.74 |

At month end the Authority had cash on hand of \$2,778,372.04. The checking account balance was \$2,032,419.42, the savings account was \$745,952.62, and cash being held by Zions Trust amounted to \$2,368,869.72.

Pocatello Development Authority recognized modest financial activity during the month of October. The Authority received revenues totaling \$2,269.52 of which \$860.03 was interest earnings on cash invested and property taxes. The \$1,000.00 payment received on the note receivable applied \$178.17 towards the principal of the note. Property tax revenue totaled \$1,231.32 for the North Yellowstone District.

Expenses for the month totaled \$1,065,570.26. The Authority granted the City of Pocatello monies toward the South Valley Rd Project in the amount of \$1,065,421.46. This fulfilled the \$3.3 million commitment previously granted. The remaining expenditure in the amount of \$148.80 was for lunch.

AGENDA ITEM

NO. 3

Memorandum

To: Michael Orr, PDA Chair
Lonnie Crowell, PDA Executive Director

Cc: Tiffany Olsen, PDA Secretary

From: Merril Quayle P.E. City of Pocatello Development Services Engineer *MB*

Date: November 4, 2014

Re: Payment Request/Reimbursement to City of Pocatello

At the April 16, 2014 meeting the PDA Board voted to approve expenditure not to exceed \$7,500.00 for a 10% Industrial Track design that would be submitted to UPRR for approval at the Pocatello Airport.

The current contract between the City of Pocatello and Balfour Beatty (Rail Designer (CRS Engineering/ Balfour Beatty, Contractor) approved by Pocatello City Council 9/4/2014 is for \$6,600.00.

The City of Pocatello has received and paid the first invoice #200531-001 in the amount of \$4,489.10. At this time the City of Pocatello is requesting reimbursement from the PDA in the amount of \$4,489.10.

I will be in attendance to answer any question that the Board may have.

Balfour Beatty

Invoice

Balfour Beatty
Gillette WY Regional Office

3705 Hackathorne Lane
P.O. Box 3830
Gillette, WY 82717

Tel: (307) 686-7429
Fax: (307) 686-9024

| | |
|---|---|
| Customer: CITYPOCA CITY OF POCATELLO PO BOX 4169 POCATELLO, ID 83205 Attention: Accounts Payable | Invoice No.: 200531-001 Invoice Date: 10/24/2014 Term: NET 30 Job No.: 200531 Contract No.: P.O. No.: 200531-001 |
|---|---|

| Qty | Description | Unit Price | Gross Amount |
|------|--|------------|--------------|
| 1.00 | Engineering: Engineering services through 10/13/14. Daily force account report attached. | 4,489.10 | 4,489.10 |

Received
 OCT 27 2014
 CITY OF POCATELLO
 ENGINEERING DEPARTMENT

VENDOR # 20223 DATE 11/3/2014
 ACCT.# 087-0701-490.40-94
 PROJ.# AIR001
 AMOUNT \$ 4,489.10
 DEPT. APPR MB [Signature]
 BUDGET APPR [Signature]
 GROUP # 684 TRANS # 700
 partial 10% Rail Design at Pocatello Airport

REMITTANCE ADDRESS:
 Balfour Beatty Infrastructure, Inc
 Attn: Accounts Receivable
 999 Peachtree St. NE Suite 900
 Atlanta, GA 30309
 Federal ID# 65-0183589

| | |
|------------------------|----------|
| SubTotal: | 4,489.10 |
| Less Retainage: | 0.00 |
| Less Discount: | 0.00 |
| Taxes: | 0.00 |
| Total: | 4,489.10 |

North Beck Street
Salt Lake City, UT 84116
(801) 532-4322

Customer: City of Pocatello
Purchase Order No.: 200531-001
Date of Service: Services performed through 10/13/14

Daily Force Account Report

| Labor Type | REGULAR | OVERTIME | Regular Rate | Overtime Rate | TOTAL | Comments: |
|-----------------|---------|----------|--------------|---------------|--------------------|-----------|
| | Hours | Hours | | | | |
| Cadd Operator | 38 | | \$88.00 | \$0.00 | \$3,344.00 | |
| Eng in Training | 2 | | \$91.30 | \$58.50 | \$182.60 | |
| Sr. Project Mng | 7 | | \$137.50 | \$48.00 | \$962.50 | |
| Operator | | | \$32.00 | \$48.00 | \$0.00 | |
| Labor | | | \$28.50 | \$42.75 | \$0.00 | |
| Labor | | | \$28.50 | \$42.75 | \$0.00 | |
| Labor | | | \$28.50 | \$42.75 | \$0.00 | |
| Labor | | | \$28.50 | \$42.75 | \$0.00 | |
| Labor | | | \$28.50 | \$42.75 | \$0.00 | |
| Labor | | | \$28.50 | \$42.75 | \$0.00 | |
| CDL Driver | | | \$42.00 | \$63.00 | \$0.00 | |
| Per Dim | | | \$75.00 | \$0.00 | \$0.00 | |
| | | | | | Total Labor | |

| | |
|----------------|-------------|
| Work Completed | Engineering |
| | |
| | |
| | |

| Equipment Type | Hours / Days | Rate | Total | Comments: Hourly Rate or Day Rate | |
|-----------------------|--------------|-----------|-------|-----------------------------------|------------------|
| | | | | | Truck with tools |
| Backhoe | | \$ 365.00 | \$ - | | |
| Front End Loader | | \$ 600.00 | \$ - | | |
| Tko | | \$ 528.00 | \$ - | | |
| Power pack with tools | | \$ 220.00 | \$ - | | |
| Tamper | | \$ 750.00 | \$ - | | |
| Pickup | | \$ 160.00 | \$ - | | |
| Boom truck & trialer | | \$ 600.00 | \$ - | | |
| Tie crane | | \$ 600.00 | \$ - | | |
| | | | | Total Equipment | \$0.00 |

| Description | Units | Price | TOTAL |
|------------------------|-------|--------|---------------|
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| | | \$0.00 | \$0.00 |
| Total Materials | | | \$0.00 |

| | | | |
|-----------|--|--|-------------------|
| Approved: |  _____ Company Representative | Total Labor, EQ & MTL Today | \$4,489.10 |
| | | Total Job Cost to Date | \$4,489.10 |

Superintendent

Memorandum

To: Michael Orr, PDA Chair
Lonnie Crowell, PDA Executive Director

Cc: Tiffany Olsen, PDA Secretary

From: Merrill Quayle P.E. City of Pocatello Development Services Engineer 

Date: November 12, 2014

Re: Payment Request/Reimbursement to Gateway West

At the July 16, 2014 meeting the PDA Board voted to approve expenditure up to \$242,267.00 from the NOP District funds to reimburse Gateway West for rail system improvements.

There were three conditions of the reimbursement

- 1) Verify the rail work is completed. I have walked the rail improvements and have spoken with Mr. Swift and Mike Hansen with Balfour Beatty Rail (BBR). The rail work has been completed and the UPRR is navigating the tracks with rail car delivery and pick-up.
- 2) Receive qualified paid invoices from BBR. I have received two invoices from BBR to Gateway West. The first invoice #200527-001 for \$31,430.90 (Exhibit 1) and a copy of the processed check (#6644). The second invoice #200527-002 for \$215,266.10 with a copy of the written check to BBR (Exhibit 2). Total invoice amount is for \$246,697.00.
- 3) In the event Union Pacific Railroad (UPRR) would need to use the rail system it would be able to navigate the rail system as upgrades by BBR. UPRR has been using the rail system for rail car delivery and pick-ups. The system was inspected by a UPRR employee after the work was constructed and upgrades were made. Letter from Mike Hansen, BBR Area Operations Manager (Exhibit 3).

With the given information and conversations I have had with Mike Hansen, BBR Area Operations Manager, I see no reason for delaying the reimbursement to Gateway West in the amount of \$242,267.00

I will be in attendance to answer any question that the Board may have.

Balfour Beatty

Rail

A Division of Balfour Beatty Infrastructure, Inc.

191 of 2

EXHIBIT
tabbies
1

Invoice

*Balfour Beatty Rail
Gillette WY Regional Office*

3705 Hackathorne Lane
P.O. Box 3830
Gillette, WY 82717

Tel: (307) 686-7429
Fax: (307) 686-9024

Customer: GATEWAYW
GATEWAY WEST
1ST POCATELLO ASSOC
120 FRANCIS ST
KEYPORT, NJ 07735
Attention: Accounts Payable

Invoice No.: 200527-001
Invoice Date: 07/25/2014
Term: NET 30
Job No.: 200527
Contract No.:
P.O. No.: 200527

| Qty | Description | Unit Price | Gross Amount |
|--------|--|------------|--------------|
| 600.00 | Surfacing, 5,700 TF: | 2.75 | 1,650.00 |
| 18.00 | Ballast Placement 1,000 Tons: | 6.75 | 121.50 |
| 119.00 | Crosstie Replacement 800 Each: | 120.10 | 14,291.90 |
| 1.00 | Relay 600 TF of 110 RE Rail: | 8,500.00 | 8,500.00 |
| 6.00 | Welding Grinding: | 130.00 | 780.00 |
| 6.00 | Rebuild points: | 450.00 | 2,700.00 |
| 1.00 | Mobilization: | 3,387.50 | 3,387.50 |
| | Track repairs through July 25, 2014. Per the attached letter of proposal dated July 15, 2014. | | |

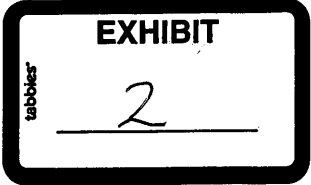
REMITTANCE ADDRESS:
Balfour Beatty Infrastructure, Inc
Attn: Accounts Receivable
999 Peachtree St. NE Suite 900
Atlanta, GA 30309
Federal ID# 65-0183589

Handwritten notes: *OK 6644*
18/1/14

SubTotal: 31,430.90
Less Retainage: 0.00
Less Discount: 0.00
Taxes: 0.00
Total: 31,430.90

Pg 1 of 3

Balfour Beatty



Invoice

PAID
11/11/14
CK 6262

Balfour Beatty
Gillette WY Regional Office

3705 Hackathorne Lane
P.O. Box 3830
Gillette, WY 82717

Tel: (307) 686-7429
Fax: (307) 686-9024

Customer: GATEWAYW-
GATEWAY WEST
1ST POCA TELLO ASSOC
120 FRANCIS ST
KEYPORT, NJ 07735
Attention: Accounts Payable

Invoice No.: 200527-002
Invoice Date: 11/06/2014
Term: NET 30
Job No.: 200527
Contract No.:
P.O. No.: 200527

| Qty | Description | Unit Price | Gross Amount |
|----------|-------------------------------------|------------|--------------|
| 5,100.00 | Surfacing, 5,700 TF: | 2.75 | 14,025.00 |
| 10.00 | Surfacing, Turnouts 10 Each: | 2,500.00 | 25,000.00 |
| 982.00 | Ballast Placement 1,000 Tons: | 6.75 | 6,628.50 |
| 681.00 | Crosstie Replacement 800 Each: | 120.10 | 81,788.10 |
| 158.00 | Switch Timber Replacement 158 Each: | 359.00 | 56,722.00 |
| 1.00 | Stock Rail Comp Joint Bars: | 10,500.00 | 10,500.00 |
| 10.00 | Service Turnouts: | 720.00 | 7,200.00 |
| 1.00 | Switch Stand: | 1,300.00 | 1,300.00 |
| 2.00 | Rebuild points: | 450.00 | 900.00 |
| 8.00 | Rail end mismatches/chips 8: | 130.00 | 1,040.00 |
| 3.00 | Mobilization: | 3,387.50 | 10,162.50 |

Pg 2

Balfour Beatty

Invoice

Balfour Beatty
Gillette WY Regional Office

3705 Hackathorne Lane
P.O. Box 3830
Gillette, WY 82717

Tel: (307) 686-7429

Fax: (307) 686-9024

| | | | |
|--|--|--|--|
| | Track repairs through October 31, 2014, per the attached letter of proposal dated July 16, 2014. | | |
|--|--|--|--|

REMITTANCE ADDRESS:

Balfour Beatty Infrastructure, Inc
Attn: Accounts Receivable
999 Peachtree St. NE Suite 900
Atlanta, GA 30309
Federal ID# 65-01835119

PAID
11/11/14
CK 6762

| | |
|------------------------|------------|
| SubTotal: | 215,266.10 |
| Less Retainage: | 0.00 |
| Less Discount: | 0.00 |
| Taxes: | 0.00 |
| Total: | 215,266.10 |

Pa 3

6762

92-85-1241

GATEWAY WEST
Industrial Center
GATEWAY WEST INDUSTRIAL CENTER
669 W. QUINN
POCATELLO, ID 83202
(208) 237-0046

PAY TO THE ORDER OF *Paul Ann Porter Infrastructure, LLC.* \$ *215,266.10*



The Funded Partner Howard Ten Funded sides in of

DATE *Nov. 11 2014*

IB Ireland Bank
3718 Penelope Rd., Honolulu, Idaho 83201

FOR DEPOSIT ONLY # *705527-003*

⑈006762⑈ ⑆124100857⑆ 95 0244 1 6⑈

Security Features  Details on back 

Balfour Beatty Rail, Inc.

1717 North Beck Street
Salt Lake City, Utah 84116
Tel (801) 532-4322
Fax (801) 532-3924
Mobile (801) 557-2642
mhansen@bbi.us.com

7-15-14

Earl Swift
Gateway West Industrial Center
669 West Quinn RD.
Pocatello ID. 83201

RE: 2014 Rail Upgrades

To whom it may concern:

The following work was inspected by UPRR. All additional concerns from the track inspector that was not quoted were repaired. All crossties, switch timber, and rail upgrades were made with AREMA grade materials. Surfacing, alignment, regulating and installation of materials were to AREMA and FRA track standard. The track was inspected by UPRR and walked with Carlos Gutierrez (BBR) prior to the first train movement. The track is in use with no restriction. If you need any further information please contact me at any time.

Balfour Beatty Rail (BBR) is pleased to submit the following proposal for new track construction at your Pocatello ID. facility. BBR will supply all necessary labor, equipment, parcel material and supervision to complete the following:

Scope of work

Surfacing, 5,700 TF

- BBR will surface line, regulate consisting of a 2 inch lift to remove surface deviations preform any QAQC behind surfacing set on finished track .
Lump sum Cost: \$ 15,675.00 (\$2.75 per track ft.)

Surfacing, Turnouts 10 ea.

- BBR will surface line, regulate Turnouts consisting of a 1 inch lift to remove surface deviations preform any QAQC behind surfacing set on finished track .
Lump sum Cost \$ 25,000.00 (\$2,500.00 ea.)

Ballast Placement 1000 Tons

- BBR will install owner supplied ballast track and Turnout surfacing from a designated stock pile accessible by rail for distribution.
Lump sum Cost \$ 6,750.00(\$6.75 per ton)

Crosstie Replacement 800 ea.

- BBR will remove and replace defective crosstie reinstall tie plates and spike to industry standards reinstall rail anchors. BBR will provide new 7x9x8 hardwood IG crossties and all required spike.
Lump sum Cost: \$96,080.00 (\$120.10ea.)

Switch Timber Replacement 158 ea.

- BBR will remove and replace defective switch timbers reinstall tie plates and spike to industry standards reinstall rail anchors. BBR will provide new 7x9x9 thru 7x9x17 ft. Hardwoods switch timber 10.3 MBF and all required spike.

Lump sum Cost: \$ 56,722.00 (\$ 359.00 ea.)

Relay 600 TF of 110 RE Rail North of Building 37

- Remove spikes install plug install owner provided 110 RE rail joint bars tie plates, and rail anchors reset gauge to industry standard. BBR will supply all track bolts, spikes and tie plugs

Lump sum Cost \$ 8,500.00

Stock Rail – Compromise joint bars

- Replace 4 ea. Stock rail 2 90 RA 2 100 RE
- Replace 2 set of 110 to 90 RA joint bars

Lump sum Cost \$ 10,500.00

Service Turnouts 10 ea.

- BBR will service adjust and install any required material (transit clip, frog, heel block bolts cotter pins) to meet FRA track standards.

Lump sum Cost \$ 7,200.00 (\$720.00 ea.)

Switch Stand

- BBR will install 1 new switch stand with connecting rod adjust as needed.

Lump sum Cost \$ 1,300.00

Welding Grinding

- Grinding Stock rail. 6
Lump sum Cost: \$ 780.00 (\$130.00 ea.)
- Rebuild points 8
Lump sum Cost: \$ 3,600.00(\$450.00 ea.)
- Rail end mismatches/ chips 8
Lump sum Cost: \$ 1,040.00 (\$130.00ea.)

Mobilization

Lump sum Cost \$ 13,550.00

Clarifications:

- a) All material is subject to prior sale, material pricing is good for 15 days.
- b) This price reflects rail car delivery
- c) Any additional work can be performed on a T&M basis.
- d) This price reflects owner supplied ballast
- e) This quote is contingent on suitable terms and conditions.

We look forward to working with you on this project. If you have any questions, please contact me at your convenience.

Respectfully,

Mike Hansen

Mike Hansen
Area Operations Manager
mhansen@bbriius.com

Redevelopment Association of Idaho. Inc.

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 10/1/2014 | M15017 |

1045 S Ancona, Suite 150
Eagle, Idaho 83616

| |
|--|
| Bill To |
| Pocatello Development Association Attn: Lonnie Crowell 911 N. 7th Ave Pocatello, ID 83201 |

| Item | Qty | Description | Rate | Amount |
|------------------|-----|--|---------|--------------------------|
| | 1 | Membership Dues - fiscal year 2015 | | \$ 750.00 |
| | | <i>Membership dues are the lesser of:</i> | | |
| | | 1) \$750 | | |
| | | or | | |
| | | 2) 1% of the Agency's budgeted revenue, including both revenue allocation and proprietary revenues | | |
| | | <i>If the Agency's calculated dues are less than \$750, please remit the lesser amount and include the calculation of the remittance amount.</i> | | |
| | 1 | Contribution for legislative efforts - fiscal year 2015 | | <i>Calculated amount</i> |
| | | <i>Suggested contribution for critically important legislative legal matters, based on the Agency's annual revenues according to this sliding scale:</i> | | |
| | | Over \$5 million in annual revenues | \$2,000 | |
| | | Between \$2 and \$5 million | \$1,500 | |
| | | Between \$1 and \$2 million | \$1,000 | |
| | | Between \$500,000 and \$1 million | \$500 | |
| | | Between \$250,000 and \$500,000 | \$250 | |
| | | Under \$250,000 | \$100 | |
| | | No revenue | \$0 | |
| Total Due | | | | \$ 750.00 |

Please provide the break out the amounts between Membership Dues and Legislative Contributions when submitting your payment. Thank you!

AGENDA ITEM

NO. 4

South Valley Connector

Financial Project Summary

As Of: 24-Oct-2014

Project Budget - Construction

| | Available Funds | Construction Costs | Remaining Funds |
|---|-----------------|--------------------|-----------------|
| Project Funds | 14,008,406.75 | | |
| WW Clyde Bid | | 13,457,833.42 | 550,573.33 |
| Project Costs: | | | |
| ITD CE&I Fee (Estimate) | | 250,000.00 | 300,573.33 |
| NorthWest Pipeline - High Pressure Line Relocate (Actual) | | 102,500.00 | 198,073.33 |
| UPRR - Lower Signal Lines (Estimate) | | 92,357.00 | 105,716.33 |
| UPRR - Safety and Flagging (Estimate) | | 143,000.00 | (37,283.67) |
| UPRR - Engineering Review (Estimate) | | 10,000.00 | (47,283.67) |
| HDR - Construction Submittal Review (Estimate - Contract approved 10/16/14) | | 273,000.00 | (320,283.67) |
| IPC - Electrical Relocate and Easements (Estimate) | | 7,500.00 | (327,783.67) |
| Northwind - Environmental Oversight During Blasting (Estimate) | | 5,300.00 | (333,083.67) |
| Possible Construction Change Orders (Estimate 4% of Bid) | | 538,313.34 | (871,397.01) |
| Project Funding Increases | | | |
| UPRR - Payment for Bridge (Estimate - 5% of Actual Construction Cost) | 417,780.00 | | (453,617.01) |
| Reduce Bid Quantity and Items (Estimate) | 466,000.00 | | 12,382.99 |
| Known Contingent Items | | | |
| HDR - Record of Survey (Estimated / Not Contracted) | | | |
| Remaining Payments to ITD | | | |
| July 1 2015 | 1,500,000 | | |
| October 1 2015 | 567,000 | | |

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
PROJECT NO. DHP-1564(001)
CHEYENNE OVERPASS, PHASE 1B, POCATELLO
BANNOCK COUNTY
KEY NO. 07508

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF POCATELLO, acting by and through its Mayor and Council, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested federal participation in the costs of constructing Cheyenne Overpass, Phase 1B, which has been designated as Project No. DHP-1564(001). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Checks for funds owed by the Sponsor shall be made payable to the "Idaho Transportation Department", and mailed to the District Five Office at 5151 S. 5th Ave., Pocatello, ID 83204-2202.

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties for the Cheyenne Overpass, Key No. 07508 project dated October 16, 1998; the State/Local Agreement (Project Development) by and between the same parties for the Cheyenne Overpass (2) and South Valley Connector, Key Nos. 9399 and 9699 project dated September 26, 2005; and the Addendum to the State/Local Agreement (Project Development) by and between the same parties for the Cheyenne Overpass, Key Nos. 9399, 9699, 9721, & 10735 project dated September 8, 2008.
7. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.
3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.
10. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities caused by or arising out of any negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I) by the State, and after deducting credit for participating project expenses that the Sponsor has

paid to date. The current estimated amount is Four Million Nine Hundred Seventeen Thousand Dollars (\$4,917,000). This includes non-participating amounts. These costs and the Sponsor's match are detailed in the attached *Summary of Cheyenne Overpass Budget* marked Exhibit A. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 15% of the total construction cost.

2. The following payment schedule has been agreed to by the parties:

| | |
|-----------------|-------------|
| August 1, 2014 | \$1,850,000 |
| October 1, 2014 | \$1,000,000 |
| July 1, 2015 | \$1,500,000 |
| October 1, 2015 | \$ 567,000 |

Upon execution of this Agreement, the first payment is due.

3. If the Sponsor's obligations are not met within thirty (30) days of any payment due date, the Sponsor acknowledges that the State will initiate interception of the Sponsor's state Sales Tax and highway user fees. If the payment amounts are not brought current within ninety (90) days of any payment due date, the State will halt all construction activities and the city will be responsible for all associated change order costs and delay costs.

4. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, that excess amount shall be added to the final payment due on October 1, 2015.

5. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a

That is being increased to \$2M

degree that the costs will be increased or the nature of the completed work will be significantly changed.

6. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is Deirdre Castillo, P.E., City Engineer, (208) 234-6587.
7. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
8. Upon receipt of any statements referred to in Section II, Paragraphs 6 and 9, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
9. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.
10. Indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Engineering Services Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Pocatello.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Engineering Services Division
Administrator

RECOMMENDED BY:



District Engineer

ATTEST:

CITY OF POCATELLO


City Clerk



Mayor

(SEAL)

By ~~regular~~/special meeting
on Received on 8/22/2014
and scheduled for ratification
on 9/4/2014.
hm:7508 SLAConst FINAL.docx

Program Budget as of 7/29/14:

| Key | Program | Phase | Budget | Federal share | Local share | Comments |
|------|---------|---------|------------------------|------------------------|----------------------|-----------------------|
| 9399 | T055490 | PC | \$ 1,472,232.68 | \$ 1,472,232.68 | \$ - | 100% federal |
| 9399 | T055490 | PE | \$ 27,767.32 | \$ 27,767.32 | \$ - | 100% federal |
| 9699 | T065510 | PC | \$ 257,551.54 | \$ 257,551.54 | \$ - | 100% federal |
| 9721 | T065520 | PC | \$ 222,667.00 | \$ 222,667.00 | \$ - | 100% federal |
| 7508 | T995850 | PC | \$ 952,072.84 | \$ 761,658.27 | \$ 190,414.57 | 80% federal 20% local |
| 7508 | T995850 | PE | \$ 98,927.16 | \$ 79,141.73 | \$ 19,785.43 | 80% federal 20% local |
| 7508 | T995850 | PC-NPLO | \$ 39,756.98 | \$ - | \$ 39,756.98 | 100% local |
| | | | \$ 3,070,975.52 | \$ 2,821,018.54 | \$ 249,956.98 | |

Estimated Construction per State/Local Agreement:

| Key | Program | Phase | Estimated Budget | Federal share | Local share | Comments |
|------|---------|-------|-------------------------|------------------------|------------------------|----------------------------|
| 7508 | T995850 | CN | \$ 2,750,000.00 | \$ 2,548,150.00 | \$ 201,850.00 | 92.66% federal 7.34% local |
| 7508 | T995850 | CN | \$ 5,022,000.00 | \$ 4,017,600.00 | \$ 1,004,400.00 | 80% federal 20% local |
| 7508 | T995850 | CN | \$ 2,293,193.00 | \$ 2,293,193.00 | \$ - | 100% federal |
| 7508 | T995850 | CN | \$ 3,934,970.00 | \$ - | \$ 3,934,970.00 | 100% local |
| | | | \$ 14,000,163.00 | \$ 8,858,943.00 | \$ 5,141,220.00 | |

| | | | |
|---------------------------------|-------------------------|-------------------------|------------------------|
| Estimated Program Totals | \$ 17,071,138.52 | \$ 11,679,961.54 | \$ 5,391,176.98 |
|---------------------------------|-------------------------|-------------------------|------------------------|

| | | |
|-------------------------------|--|------------------------|
| 7508 T995850 | Less: cash deposit and transfer from T95520 | \$ (44,518.85) |
| 7508 T995850 | Less: credit for PC invoices paid by Pocatello | \$ (190,414.57) |
| Local share due to ITD | | \$ 5,156,243.56 |

Suggested transfers in 8/22/14 email:

| Key | Program | Phase | Estimated Budget | Federal share | Local share | Comments |
|------|---------|-------|------------------|----------------|---------------|------------------------|
| 7508 | T995850 | PC | \$ 200,000.00 | \$ 160,000.00 | \$ 40,000.00 | From 10735, T085680 CN |
| 9399 | T055490 | PC | \$ (36,474.00) | \$ (36,474.00) | \$ - | |
| 7508 | T995850 | PC | \$ 36,474.00 | \$ 36,474.00 | \$ - | |
| 9699 | T065510 | PC | \$ (29,100.00) | \$ (29,100.00) | \$ - | |
| 7508 | T995850 | PC | \$ 29,100.00 | \$ 29,100.00 | \$ - | |
| 7508 | T995850 | PC | \$ (17,054.00) | \$ (13,643.20) | \$ (3,410.80) | |
| 7508 | T995850 | CN | \$ 17,054.00 | \$ 13,643.20 | \$ 3,410.80 | |

| | | | |
|--|-------------------------|-------------------------|------------------------|
| Revised Estimated Program Total | \$ 17,271,138.52 | \$ 11,839,961.54 | \$ 5,431,176.98 |
|--|-------------------------|-------------------------|------------------------|

| | | |
|---------------------------------------|--|------------------------|
| 7508 T995850 | Less: cash deposit and transfer from T95520 | \$ (44,518.85) |
| 7508 T995850 | Less: credit for PC invoices paid by Pocatello | \$ (187,003.77) |
| 7508 T995850 | Less: match credit for Pocatello's paid invoices | \$ (282,628.00) |
| Revised Local share due to ITD | | \$ 4,917,026.36 |

Additional Information:

*These calculations include \$282,628 of Pocatello's request for credit for design invoices paid of \$809,954.68

***Previous budget decreases:**

| Key | Program | Phase | Budget Decrease | Federal share | Local share | Date |
|------|---------|-------|-------------------|-------------------|-------------|------------|
| 9699 | T065510 | PC | \$ (1,300,000.00) | \$ (1,300,000.00) | \$ - | 12/14/2012 |
| 9721 | T065520 | PC | \$ (1,100,000.00) | \$ (1,100,000.00) | \$ - | 12/14/2012 |

RESOLUTION NO. 2014- 18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING A STATE/LOCAL AGREEMENT (CONSTRUCTION) BETWEEN THE STATE OF IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF POCATELLO SETTING OUT THE RESPONSIBILITIES OF THE STATE OF IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF POCATELLO IN THE CONSTRUCTION AND MAINTENANCE OF THE CHEYENNE OVERPASS PHASE 1B PROJECT; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE ATTACHED TO THE SAID AGREEMENT; PROVIDING THAT AN EXECUTED COPY OF THIS AGREEMENT AND RESOLUTION SHALL BE FURNISHED TO THE IDAHO TRANSPORTATION DEPARTMENT.

WHEREAS, the Idaho Transportation Department, hereinafter called the "State," has submitted an Agreement stating obligations of the State and the City of Pocatello, hereafter called the "City," for the construction of the Cheyenne Overpass Phase 1B Project; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction, and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, the State can pay for work associated with the State Highway System; and

WHEREAS, the City is fully responsible for its share of project costs;

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

1. That the City Council hereby approves the execution of the State/Local Agreement (Construction) for Federal Aid Highway Project No. DHP-1564(001).

2. That the City Clerk is hereby directed to verify that the Agreement is fully executed by the City of Pocatello and to ensure that the originals are returned to the Idaho Transportation Department.

3. That this Resolution be attached to the above-named Agreement and made a part thereof.

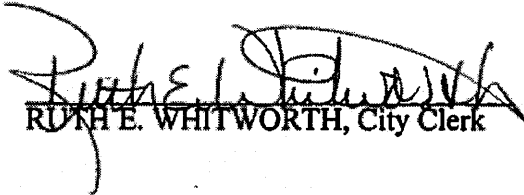
RESOLVED this 4th day of September, 2014.

CITY OF POCATELLO, a municipal
corporation of Idaho



BRIAN C. BLAD, Mayor

ATTEST:

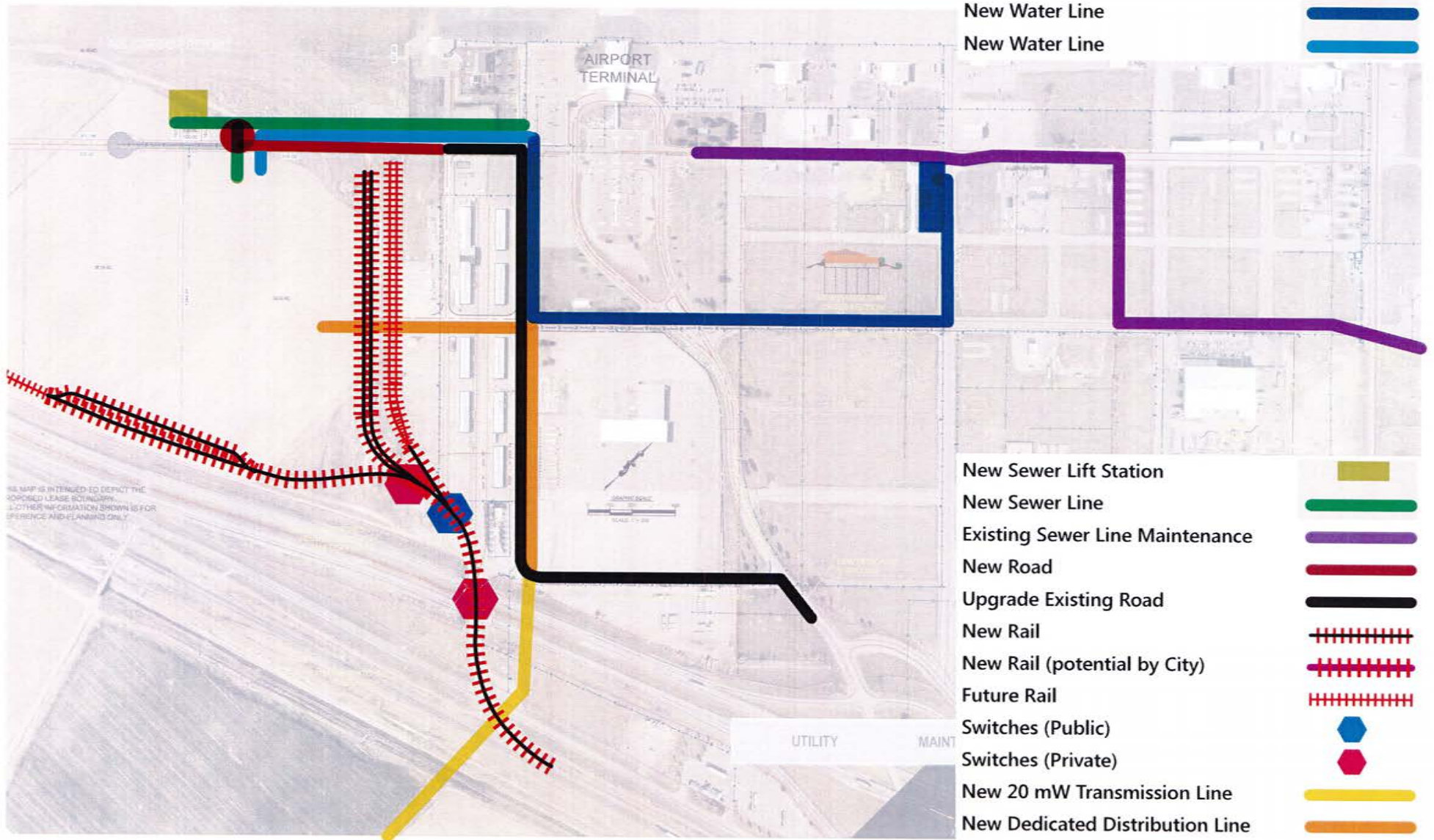


RUTH E. WHITWORTH, City Clerk

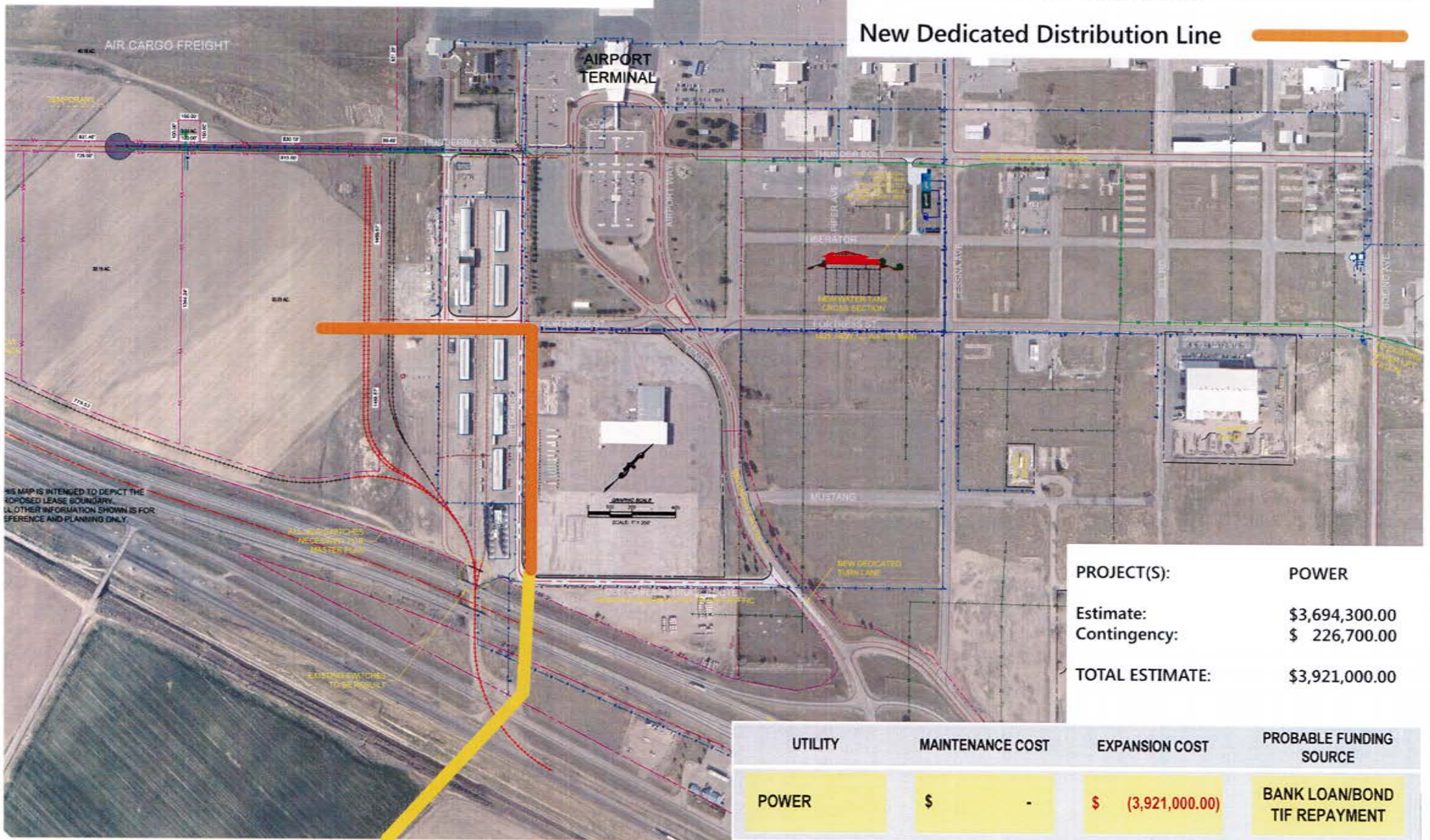
AGENDA ITEM

NO. 5

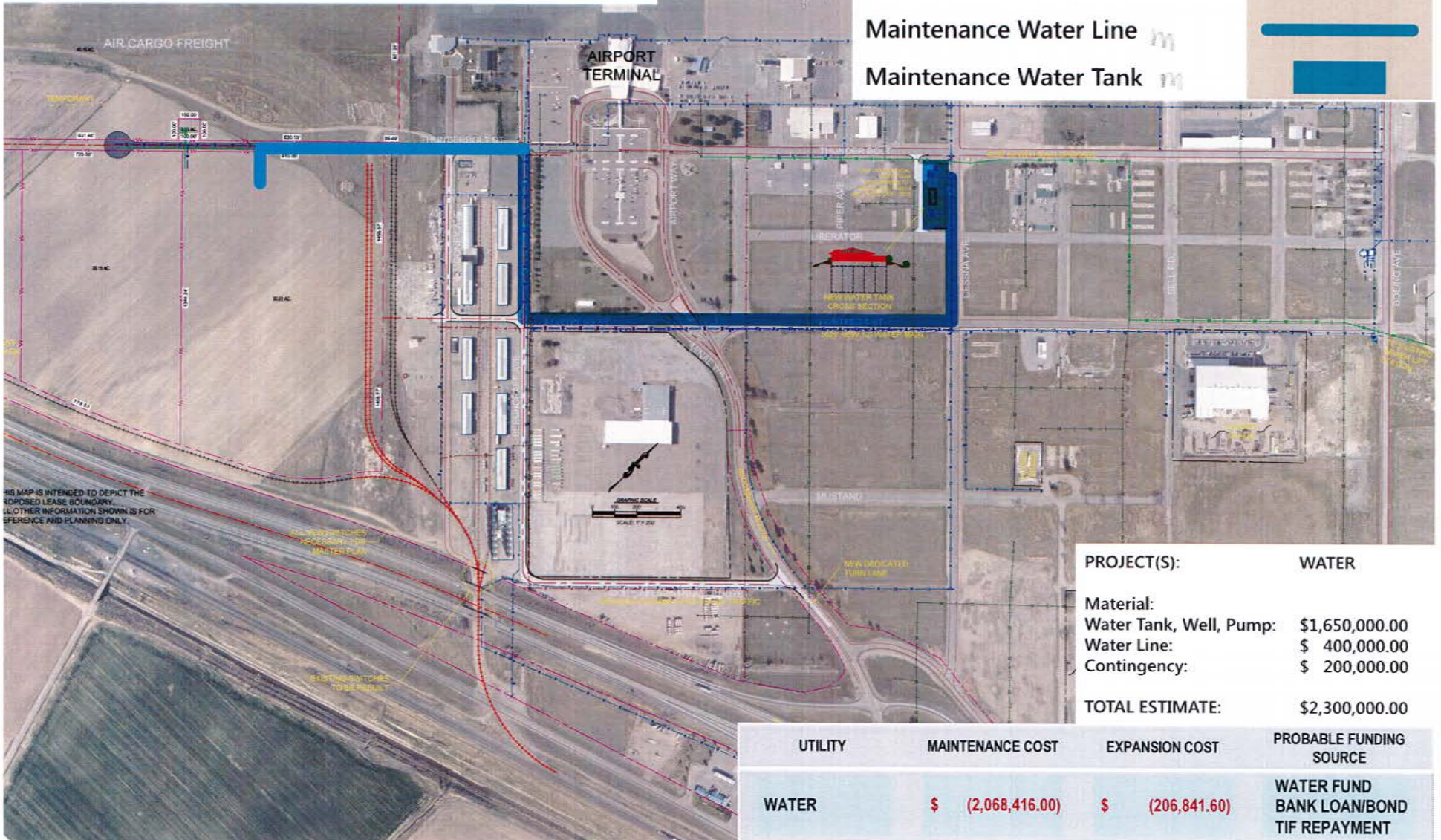
AIRPORT INFRASTRUCTURE



POWER



WATER



New Water Line *e*

Maintenance Water Line *m*

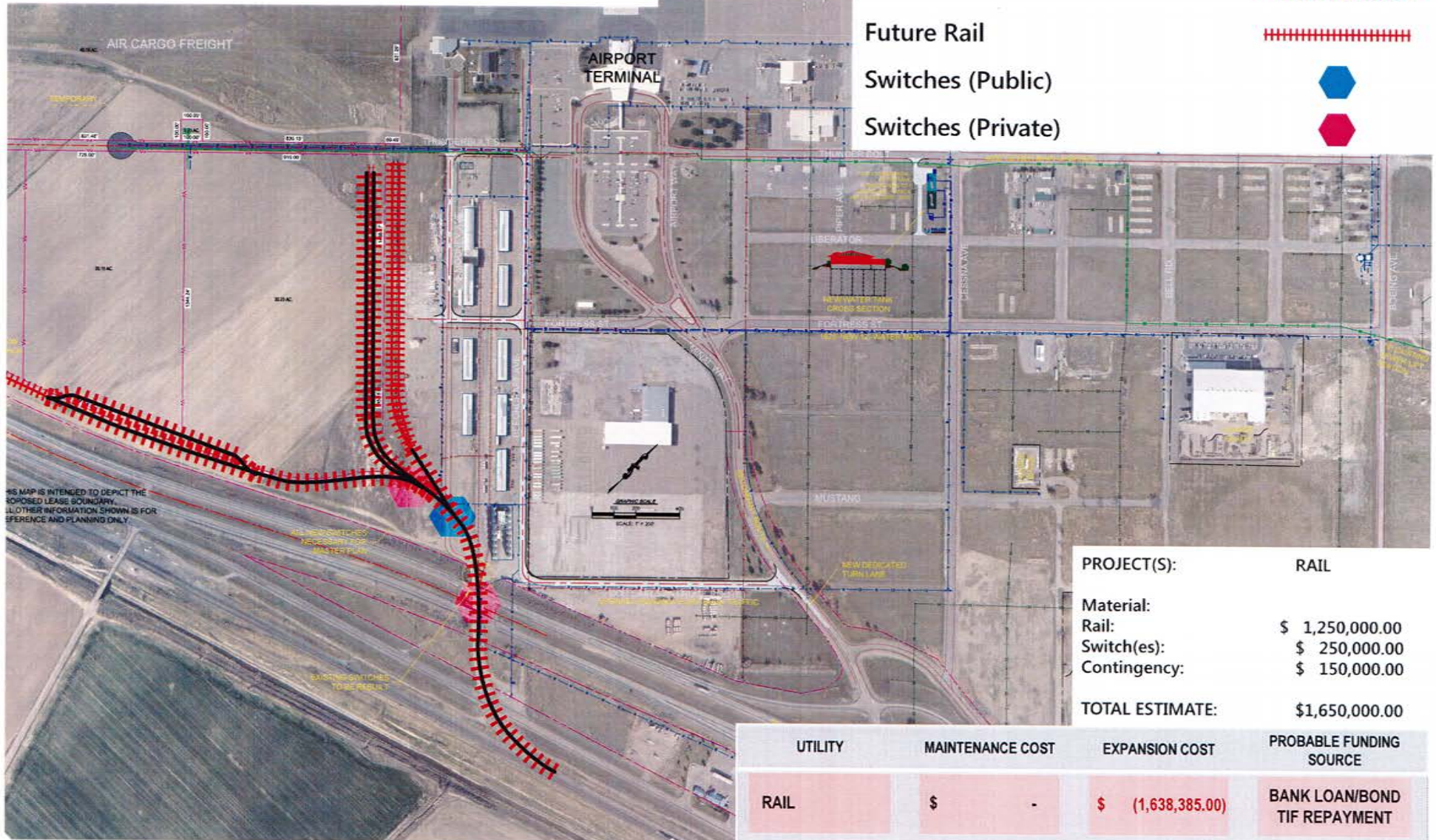
Maintenance Water Tank *m*

THIS MAP IS INTENDED TO DEPICT THE PROPOSED LEASE BOUNDARY. ALL OTHER INFORMATION SHOWN IS FOR REFERENCE AND PLANNING ONLY.

| | |
|-------------------------|-----------------------|
| PROJECT(S): | WATER |
| Material: | |
| Water Tank, Well, Pump: | \$1,650,000.00 |
| Water Line: | \$ 400,000.00 |
| Contingency: | \$ 200,000.00 |
| TOTAL ESTIMATE: | \$2,300,000.00 |

| UTILITY | MAINTENANCE COST | EXPANSION COST | PROBABLE FUNDING SOURCE |
|---------|-------------------|-----------------|---|
| WATER | \$ (2,068,416.00) | \$ (206,841.60) | WATER FUND BANK LOAN/BOND TIF REPAYMENT |

RAIL



- New Rail
- Future Rail
- Switches (Public)
- Switches (Private)

| | |
|------------------------|-----------------------|
| PROJECT(S): | RAIL |
| Material: | |
| Rail: | \$ 1,250,000.00 |
| Switch(es): | \$ 250,000.00 |
| Contingency: | \$ 150,000.00 |
| TOTAL ESTIMATE: | \$1,650,000.00 |

| UTILITY | MAINTENANCE COST | EXPANSION COST | PROBABLE FUNDING SOURCE |
|---------|------------------|-------------------|------------------------------|
| RAIL | \$ - | \$ (1,638,385.00) | BANK LOAN/BOND TIF REPAYMENT |

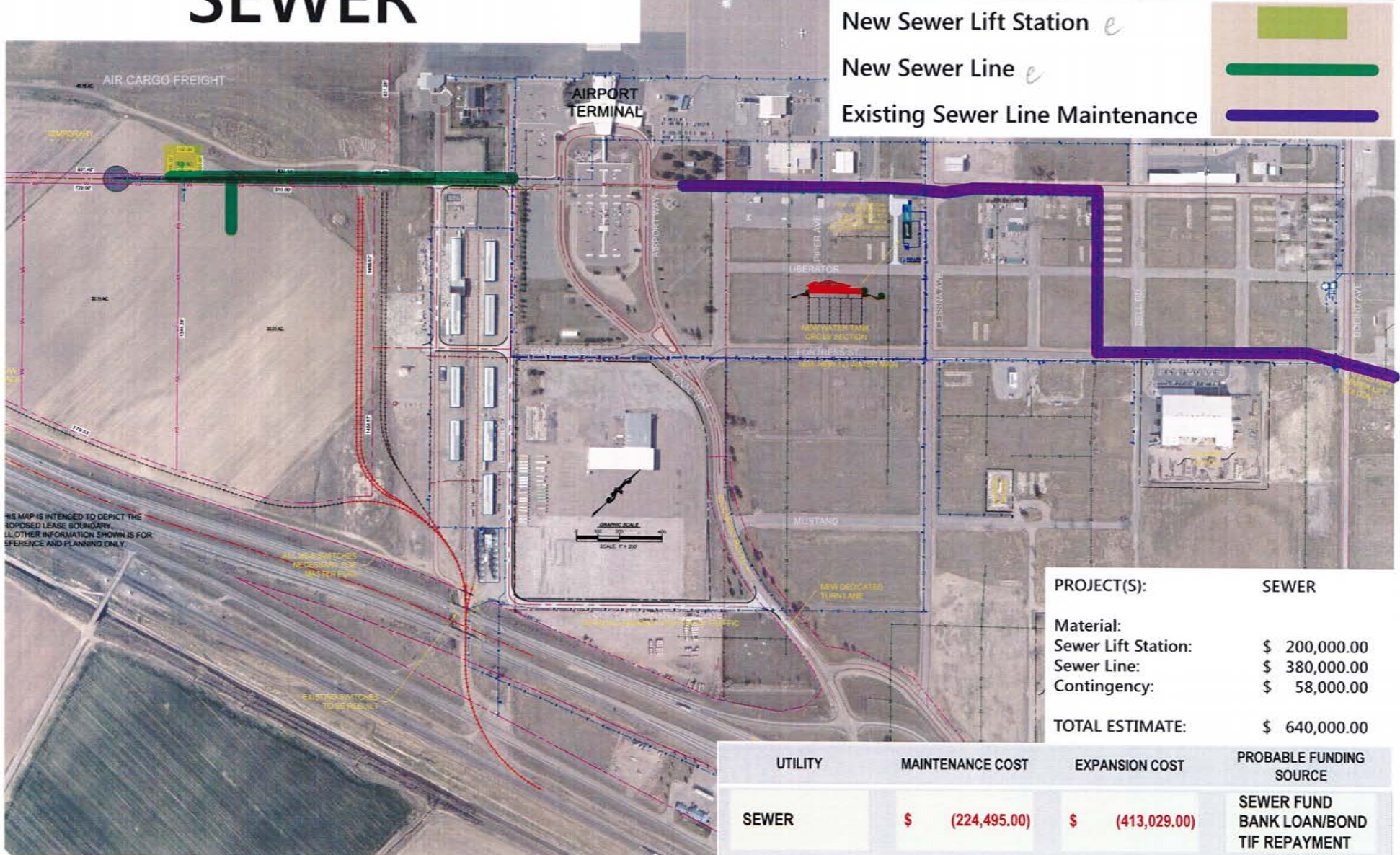
THIS MAP IS INTENDED TO DEPICT THE PROPOSED LEASE BOUNDARY. ALL OTHER INFORMATION SHOWN IS FOR REFERENCE AND PLANNING ONLY.

ALL NECESSITIES NECESSARY FOR MASTER PLAN

EXISTING SWITCHES TO BE REBUILT

GRAPHIC SCALE
SCALE: 1" = 20'

SEWER



New Sewer Lift Station *e*

New Sewer Line *e*

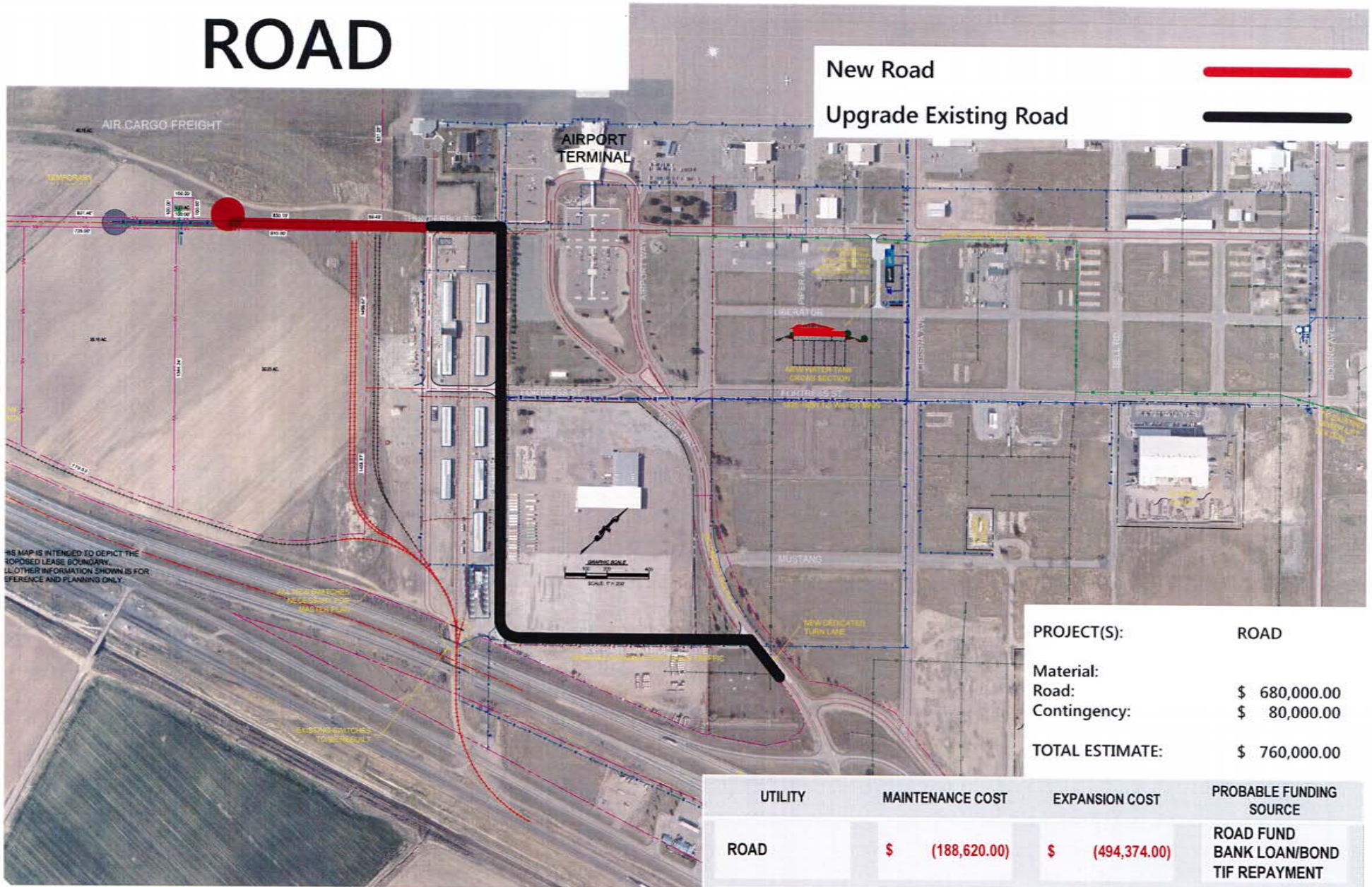
Existing Sewer Line Maintenance

THIS MAP IS INTENDED TO DEPICT THE PROPOSED LEASE BOUNDARY. ALL OTHER INFORMATION SHOWN IS FOR REFERENCE AND PLANNING ONLY.

| | |
|------------------------|----------------------|
| PROJECT(S): | SEWER |
| Material: | |
| Sewer Lift Station: | \$ 200,000.00 |
| Sewer Line: | \$ 380,000.00 |
| Contingency: | \$ 58,000.00 |
| TOTAL ESTIMATE: | \$ 640,000.00 |

| UTILITY | MAINTENANCE COST | EXPANSION COST | PROBABLE FUNDING SOURCE |
|---------|------------------|-----------------|---|
| SEWER | \$ (224,495.00) | \$ (413,029.00) | SEWER FUND BANK LOAN/BOND TIF REPAYMENT |

ROAD



New Road ———

Upgrade Existing Road ———

THIS MAP IS INTENDED TO DEPICT THE PROPOSED LEASE BOUNDARY. ALL OTHER INFORMATION SHOWN IS FOR REFERENCE AND PLANNING ONLY.

| | |
|------------------------|----------------------|
| PROJECT(S): | ROAD |
| Material: | |
| Road: | \$ 680,000.00 |
| Contingency: | \$ 80,000.00 |
| TOTAL ESTIMATE: | \$ 760,000.00 |

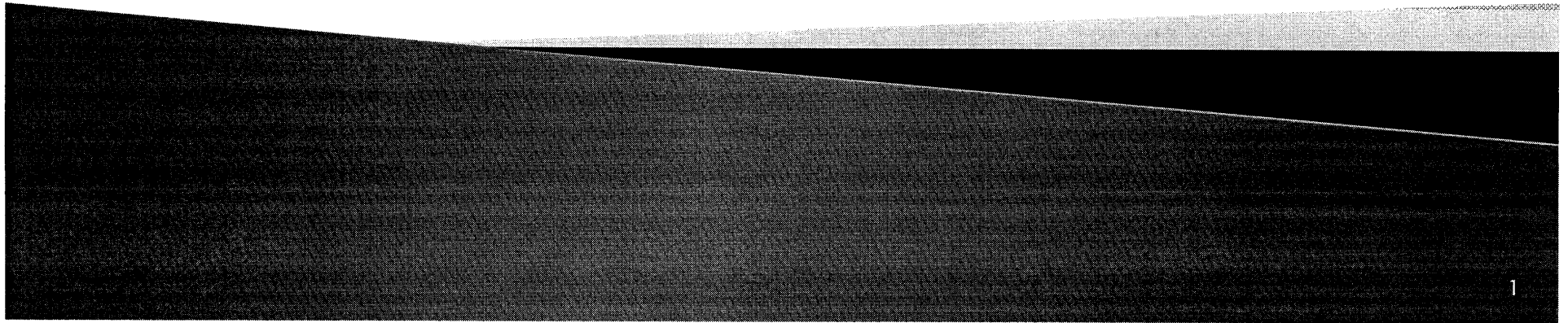
| UTILITY | MAINTENANCE COST | EXPANSION COST | PROBABLE FUNDING SOURCE |
|---------|------------------|-----------------|--|
| ROAD | \$ (188,620.00) | \$ (494,374.00) | ROAD FUND BANK LOAN/BOND TIF REPAYMENT |

AIRPORT INFRASTRUCTURE

| UTILITY | MAINTENANCE COST | EXPANSION COST | PROBABLE FUNDING SOURCE | TIF FUNDING |
|---------------------|-------------------|-------------------|--|---|
| POWER | \$ - | \$ (3,921,000.00) | BANK LOAN/BOND TIF REPAYMENT | <div style="border: 1px solid black; padding: 10px;"> <p style="text-align: center;">PROJECTED TIF REVENUE</p> </div> |
| WATER | \$ (2,068,416.00) | \$ (206,841.60) | WATER FUND BANK LOAN/BOND TIF REPAYMENT | |
| RAIL | \$ - | \$ (1,638,385.00) | BANK LOAN/BOND TIF REPAYMENT | |
| SEWER | \$ (224,495.00) | \$ (413,029.00) | SEWER FUND BANK LOAN/BOND TIF REPAYMENT | |
| ROAD | \$ (188,620.00) | \$ (494,374.00) | ROAD FUND BANK LOAN/BOND TIF REPAYMENT | |
| SUBTOTAL | \$ (2,481,531.00) | \$ (6,673,629.60) | | |
| EDA GRANT | \$ - | \$ 1,500,000.00 | EDA | |
| TOTAL | \$ (2,481,531.00) | \$ (5,173,629.60) | | \$ 9,243,932.00 |
| PROJECT TOTAL | \$ (2,481,531.00) | \$ (6,673,629.60) | \$ (6,673,629.60) | \$ 2,570,302.40 |
| TOTAL PROJECT COSTS | | | <small>EXPANSION COSTS</small> \$ (9,155,160.60) <small>TOTAL PROJECT COSTS</small> | \$ 88,771.40 |

PROJECT PIPE

Financing Options for
Airport Infrastructure



AIRPORT INFRASTRUCTURE

| | Maintenance Costs | Expansion Costs |
|--------------------|---------------------|---------------------|
| <i>Power</i> | | \$ 3,921,000 |
| <i>Water</i> | \$ 2,068,416 | \$ 206,841 |
| <i>Rail</i> | | \$ 1,638,385 |
| <i>Sewer</i> | \$ 224,495 | \$ 413,029 |
| <i>Road</i> | \$ 188,620 | \$ 494,374 |
| Total Costs | \$ 2,481,531 | \$ 6,673,629 |

Review of Project Costs

Each Fund will cover applicable maintenance costs.

DL EvansBank Loan Part A

\$4.1 million (Electrical Substation)

- ▶ Interest rate of 2.99% Loan Origination fees of 1%
- ▶ One time advance with interest only payments for 2 years
- ▶ 3rd year loan converts to principal and interest payments
- ▶ Life of loan 19 years
- ▶ Bi-Annual payments of \$160,000
- ▶ Annual payment \$320,000

DL Evans Bank Financing option #1

Electrical Substation Cost is currently
estimated at \$3,900,000

- ▶ DL EvansBank Loan Part B
- ▶ \$2.0 million (Rail)
- ▶ Loan requires \$2 million in pledged monies – held in a Certificate of Deposit for 3 years
- ▶ Interest rate from 2.99% to 4.99% depending on exempt status (Dual ownership of rail spurs–McNabb Farms)
- ▶ 3rd year loan converts to normal financing if cash flow permits – annual loan payment approximately \$150,000
- ▶ If cash flow does not allow loan conversion then Certificate of Deposit applied to loan.

DL Evans Bank Financing option #1

Rail cost is currently estimated at
\$1,638,385

- ▶ Remaining Expansion Costs
- ▶ Water Sewer & Road \$1,114,244
- ▶ Some costs covered by excess monies from loans - potential \$540,615

- ▶ Inter-fund loan within City Funds
 - Airport Fund responsible for repayment of monies borrowed for expansion
 - Requires Airport Fund 006 to appropriate dollar amount to repay lending fund over 15 years (similar to an Local Improvement District loan) Annual payment \$74,283

- ▶ Maintenance costs covered by appropriate funds

DL Evans Bank Financing option #1

Remaining estimated costs for water, sewer, and road expansion total
\$1,114,244

- ▶ Citizens Community Bank Loan
- ▶ \$6 million
- ▶ Loan covers all estimated construction costs except \$673,629
- ▶ Interest rate 2.50% construction phase
- ▶ Interest rate 3.50% remaining life of loan
- ▶ Loan terms are 2 years interest only converting to a principal interest loan in year 3
- ▶ Life of loan 19 years
- ▶ Would require a reserve equal to the annual payment in Airport District Fund

Citizens Community Bank Financing option #2

Total estimated costs for airport
infrastructure \$6,673,629

▶ Remaining Expansion Costs

- ▶ Monies needed to complete project \$673,629
- ▶ Pocatello Development Authority
 - Closing of Central Corridor Fund to General Fund
- ▶ Inter-fund loan within City Funds
 - Airport Fund to Lending Fund
 - Requires annual debt service payment to lending fund
- ▶ Required reserve debt service payment approximately \$474,258

Remaining Expansion Costs

2 possible options to complete project

- ▶ Chase Bank Loan (JP Morgan)
- ▶ TBD – Information in 4–5 days
- ▶ Potential only for 10 year loan

Chase Bank (JP Morgan) Option #3

▶ Excess monies in TIF District

▶ After loan commitments are met

- PDA could reimburse City Funds for maintenance costs related to Airport Infrastructure Project totaling \$2,481,531
- PDA could fund improvement upgrades to existing infrastructure

Pledge to recover maintenance costs to Funds

▶ *Potential EDA Grant*

- ▶ Grant Award totaling \$1,500,000
- ▶ Grant monies applied to Water, Sewer or Street expenditures
- ▶ PDA reimbursed if City has already drawn monies from Development Authority (duplicate reimbursement)
- ▶ Next award deadline March 2015
- ▶ Need to have a second business commitment

Economic Development Grant

DL EvansBank Loan #1

\$4.1 million (Electrical Substation)

- ▶ Interest rate of 2.99% Loan Origination fees of 1%
- ▶ One time advance with interest only payments for 3 years
- ▶ 4th year loan converts to principal and interest payments
- ▶ Life of loan 19 years
- ▶ Bi-Annual payments of \$160,000
- ▶ Annual payment \$320,000

*WV
PFF.*

DL Evans Bank Financing option #1

Electrical Substation Cost is currently estimated at \$3,900,000

- ▶ DL EvansBank Loan #2
- ▶ \$2.0 million (Rail)
- ▶ Loan requires pledged monies in the amount of the loan – held in a Certificate of Deposit for 3 years
- ▶ TBD– Tax exempt status McNabb Farms partial ownership of rail spurs
- ▶ Interest rate from 2.99% to 4.99% depending on exempt status
- ▶ 4th year loan converts to normal financing if cash flow permits – annual loan payment approximately \$150,000
- ▶ If cash flow does not allow loan conversion then Certificate of Deposit applied to loan.

DL Evans Bank Financing option #1

Rail cost is currently estimated at
\$1,638,385

- ▶ Remaining Expansion Costs
- ▶ Water Sewer & Road \$1,114,244
- ▶ Some of the costs covered by excess monies from the 2 loans – potential \$540,615
- ▶ Inter-fund loan within City Funds
- ▶ Airport Fund would be responsible for contract to pay lending fund monies borrowed for expansion
- ▶ Requires Airport Fund 006 to appropriate dollar amount to repay lending fund over 15 years (similar to an Local Improvement District loan)
- ▶ Maintenance costs would be covered by appropriate funds

DL Evans Bank Financing option #1

Remaining estimated costs for water, sewer, and road expansion total \$1,114,244

- ▶ Citizens Community Bank Loan
- ▶ \$6 million
- ▶ Loan covers all but \$673,629 of estimated construction costs
- ▶ Interest rate 2.50% during construction phase
- ▶ Interest rate 3.50% during remaining life of loan
- ▶ Loan terms are 2 years interest only converting to a principal interest loan in year 3
- ▶ Life of loan 19 years
- ▶ Would require a reserve equal to the annual payment be maintained in TIF District account

Citizens Community Bank Financing option #2

Total estimated costs for airport
infrastructure \$6,673,629

▶ Remaining Expansion Costs

- ▶ \$673,629 needed to complete project
- ▶ Pocatello Development Authority
- ▶ Reserve of one debt service payment approximately \$474,258
- ▶ Inter-fund loan to Airport Fund borrowing fund
- ▶ Requires internal debt service payment to lending fund
 - Airport Fund to Water Fund

Remaining Expansion Costs

2 possible options to complete project

- ▶ Chase Bank Loan (JP Morgan)
- ▶ TBD - Information in 4-5 days

Chase Bank (JP Morgan) Option #3

Potential for only 10 year loan

▶ Excess monies in TIF District

▶ After loan commitments are met

- PDA would reimburse City Funds for maintenance costs related to Airport Infrastructure Project totaling \$2,402,911

Pledge to recover maintenance costs to Funds

- ▶ Potential EDA Grant
- ▶ Grant Award totaling \$1,500,000
- ▶ Monies applied to appropriate Utilities expenditures
- ▶ PDA reimbursed if City has already drawn monies from Development Authority (duplicate reimbursement)

Economic Development Grant

Next award deadline is March 2015
Need to have a second commitment

AGENDA ITEM

NO. 6



November 11, 2014

Project Pipe
City of Pocatello
PO Box 4169
Pocatello, ID 83205-4169

Subject: Remaining Construction Study Balance

Dear Mr. Crowell,

Idaho Power completed your Construction Study for Project Pipe with a credit of \$3,147.00 left on the balance sheet. As stated in the request for Construction Study letter, "actual costs will be reconciled upon completion of the study, and any remaining funds will either be reimbursed or applied toward future engineering or construction costs and any deficiency will be invoiced." Idaho Power will apply this credit towards the preparation of the Construction Agreement and the transformer bid process. We feel that if a Construction Agreement and funding is in place by the end of December 2014 the requested in-service date should be met. If we are unable to finalize a Construction Agreement and funding by the required date to order the transformer we will execute a purchase agreement as necessary.

Please let me know as soon as possible if you have any questions or concerns regarding the matters discussed herein. Otherwise, please sign below and return to Idaho Power, Attention Buzz Pfeiffer, 301 E. Benton St., Pocatello, ID 83204.

Sincerely,

Buzz Pfeiffer
Major Customer Representative

The City of Pocatello acknowledges receipt of this letter and agrees to the terms set forth herein.

By: _____ Title: _____

Name: _____ Date: _____

- cc: Bo Hanchey, Regional Manager, Idaho Power
- Steven Muse, Regional Customer Relations Manager, Idaho Power
- Ed Helms, Customer Operations E&C Manager, Idaho Power
- Rick Sullivan, Customer Operations E&C Leader, Idaho Power

AGENDA ITEM NO. 7

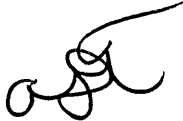
Pocatello Development Authority

11/19/2014

| | North Yellowstone | Naval Ordinance | North Portneuf | Pocatello Regional Airport | |
|-----------------------------------|------------------------|----------------------|--------------------------------|----------------------------|-------------------------|
| FY 14 Revenue | \$ 1,240,719.06 | \$ 204,791.40 | \$ 135,937.61 | \$ 111,376.82 | \$ 1,692,824.89 |
| FY 13 Revenue | \$ 1,185,683.60 | \$ 172,615.58 | \$ 127,839.32 | \$ 86,123.53 | \$ 1,572,262.03 |
| FY 12 Revenue | \$ 1,125,885.06 | \$ 188,743.75 | \$ 114,251.87 | \$ - | \$ 1,428,880.68 |
| FY 11 Revenue | \$ 1,305,755.01 | \$ 230,649.21 | \$ 46,583.15 | \$ - | \$ 1,582,987.37 |
| FY 10 Revenue | \$ 1,215,918.14 | \$ 82,455.00 | \$ 14,622.66 | | \$ 1,312,995.80 |
| FY 09 Revenue | \$ 1,116,373.04 | \$ 75,637.24 | \$ 399.87 | | \$ 1,192,410.15 |
| FY 08 Revenue | \$ 790,954.21 | \$ 5,261.30 | | | \$ 796,215.51 |
| FY 07 Revenue | \$ 504,890.72 | | | | \$ 504,890.72 |
| FY 06 Revenue | \$ 286,668.94 | | | | \$ 286,668.94 |
| FY 05 Revenue | \$ 119,289.00 | | | | \$ 119,289.00 |
| Total Revenues | \$ 8,892,136.78 | \$ 960,153.48 | \$ 439,634.48 | \$ 197,500.35 | \$ 10,489,425.09 |
| Admin Fee YTD | \$ 889,213.68 | \$ 96,015.35 | \$ 14,679.54 | \$ - | \$ 1,048,942.51 |
| <i>Cash Available</i> | \$ 1,726,163.98 | \$ 418,042.02 | \$ <i>Limited</i> 14,679.54 | \$ 162,500.35 | |
| <i>Remaining Cash in District</i> | \$ 836,950.30 | \$ 322,026.67 | \$ - | \$ 162,500.35 | |

MEMORANDUM

TO: Joyce Stroschein, Finance Department

FROM: A. Dean Tranmer, City Attorney and Counsel to the PDA 

DATE: November 10, 2014

RE: Pocatello Development Authority's Authority to Collect Administrative Fees from TIF Districts

On October 31, 2014, an informal meeting between you, me, and Tiffany Olsen was held to discuss the PDA's legal authority to transfer administrative fees from a TIF District Fund to the PDA's General Fund.

Under Idaho Code §50-2903(14)(e), the PDA possesses the authority to collect direct administrative costs, which include reasonable charges for the time spent by municipal employees in connection with the implementation of the project Plan. Although this administrative fee has not always been collected, a motion was passed at the April 11, 2000 PDA Board Meeting to set aside ten (10) percent of any District's revenue, if not previously otherwise set, for the Board's Administrative Costs fund (also known as Discretionary Fund, Operating General Fund). I have included a copy of those Minutes herewith for your review.

Since 2000, all TIF URA Plan's have included a line item for administrative fees. Traditionally, the administrative fees are taken from the TIF District Fund when the District is closed; it is the most convenient method to calculate and transfer at that time. The administrative fee in an open/active TIF District could be transferred on a pro-rata basis prior to the closing of the TIF District if the PDA Board desired, voted, and that action was approved to do so. By transferring on a pro-rata basis, the PDA Board is transferring only administrative fees already earned (supplied).

Once the administrative fees are transferred to the PDA General Fund, if they are not otherwise committed or earmarked for a specific purpose, those funds can be used as unrestricted and discretionary monies, which allows their use within or outside of established URA's or TIF's so long as said use is of the kind allowed within the general powers of the PDA Board.

Unrestricted and discretionary monies may be used to pay indebtedness in any open/active District upon the desire, vote, and approval by the PDA Board to do so.

**ABBREVIATED MINUTES
POCATELLO DEVELOPMENT AUTHORITY
Meeting April 11, 2000**

Members present: G. Anderson, R. Frasure, D. Foster-Johnson, S. Hotchkiss, John Ricks; J.O. Cotant

Staff present: D. Tranmer, City Attorney; R. Burstedt and C. DeWall, Bannock Development

City staff present: Robert Chambers, Tim Tingey, Steve Ernst, Community Development and Research Department

- 1. Preliminary matters.** Meeting called to order at 11:08 a.m. by Chairman Hotchkiss. No conflicts were declared. Added to agenda: T. Smith resignation; ice rink update, cash flow projection update
- 2. Minutes and financial matters.** It was MSC (Ricks, Frasure) to approve the minutes from the February meeting. The financial report was then reviewed. C. DeWall noted that income from tax receipts has been forwarded to the bond Trustee. Payments were made to Schiess and Associates, to the Journal, and to First Security for bank charges. The expense amount for First Security is in dispute because it represents charges not previously assessed against the account. C. DeWall and R. Burstedt will explore other possibilities if the charges cannot be waived. It was MSC (Anderson, Frasure) to approve the financial report for March. An invoice covering fourth quarter of 1999 and first quarter of 2000 in the amount of \$6,250.00 from Bannock Development Corporation was presented for approval. [NOTE: annual amount was approved at previous meetings; the charges will be invoiced quarterly from now on]. It was MSC (Anderson, Foster-Johnson) to approve the total. D. Tranmer has some questions regarding wording for the financial section of the annual report. He will discuss them with Jerry and the final statement will be brought for action at the next meeting.
- 3. Incubator Concept.** Steve Filippi discussed the lack of industrial/commercial areas in the city and the possibility of using unused property at Gould/Garrett for commercial "incubators" for small businesses. The City and PDA could jointly sponsor such a project. Possibility of building structures and leasing them, coordinating these efforts with a wetland project with the Railroad to drain off stormwater, and so forth. Property acquisition would also be necessary. After discussion, the Board consensus was that this might be a suitable project, but more information was needed. S. Filippi was asked to return to a future meeting with some idea of the costs, more specific ideas on acquisition, building, environmental audits, etc., along with a long-range plan. Board could in the meantime determine whether the area was currently within a district, what funding would be available, etc. If the area is not within a District, the only revenue for projects would be from operating funds.
- 4. Roosevelt area.** Discussion of whether or not to extend the term of the District due to lack of revenue from Fred Meyer's. Previous projections were based on the business being open earlier. R. Chambers and T. Tingey presented three scenarios with cost/revenue projections. The first was for no extension, which would result in insufficient funds for the projects; the second was for a one-year extension, which should cover costs and leave approximately \$1,000; the third was for a three-year extension, which will result in a surplus which could be used to pay the full homeowners' shares if no LID was formed. Wendy Loveland, president of the neighborhood association reminded the board that the area around Roosevelt is very blighted, with many low-income non-owner residents and poor—if any—sidewalks. LID formation requires the approval of 60% of the resident property owners to be instituted. R.

Frasure noted that he was not in favor of paying fully for homeowners share of costs. After further discussion, **it was MSC** (Frasure, Cotant) to extend the District for an additional 2 years only. D. Tranmer noted that amendment procedures, similar to those for initiating the District, would have to be followed.

4. Operating funds. The Board again discussed the percentage of district revenues which should be reserved to the board for unexpected projects or for cost overruns in current projects. **It was MSC** Anderson, Ricks) for Board policy to be to set aside 10% of any district's revenues, if not previously otherwise set, for the Board's Administrative Costs fund, (also known as discretionary fund, operating cost fund). [Frasure dissenting]

5. Miscellaneous items.

- The preliminary Stormwater Plan will be presented at the next Study Session of the Council, this Thursday at 9:00 a.m.; PDA members are invited.

- Ice Rink update. G. Anderson noted that Simplot Construction and its development company have declined a large donation, but have provided some information and a business plan with cost projections for the project. The City used this information and did its own cost projections based on an altered scenario (fewer months of operation, for example). PDA will be asked to pay the \$2.5 million costs, which the City will then repay. This item will be placed on the next agenda for discussion.

6. Central Corridor. The Board briefly reviewed cost projections for the district and its options for funding. (do nothing more; pay off Alvin Ricken bonds then pay for projects as revenue is received; pay off Alvin Ricken bonds and create new debt of 5.2 million. Due to the lateness of the hour, the Board requested that this item be placed on the next agenda for full discussion and action at that time if possible. Jim Wrigley will be asked to attend to answer any questions which might arise in regard to bonding.

7. Adjournment. There being no further business, the meeting was adjourned at 12:55 p.m.



AGENDA ITEM

NO. 9

Memorandum

To: Michael Orr, PDA Chair
Lonnie Crowell, PDA Executive Director

Cc: Tiffany Olsen, PDA Secretary

From: Merrill Quayle P.E. City of Pocatello Development Services Engineer *MQ*

Date: November 12, 2014

Re: Expenditures for Industrial Track at the Pocatello Airport

At the April 16, 2014 meeting the PDA Board voted to approve expenditure not to exceed \$7,500.00 for a 10% Industrial Track design that would be submitted to UPRR for approval at the Pocatello Airport.

The current contract between the City of Pocatello and Balfour Beatty Rail (BBR) approved by Pocatello City Council 9/4/2014 is for \$6,600.00.

After a meeting held between UPRR, Balfour Beatty Rail and the City of Pocatello it was determined it would be in the best interest of the parties involved to include the 10% rail spur design for project pipe in phase 1.

Adding project pipe 10% design to phase 1 would increase the contract by an estimated amount \$2,750.00. This would also increase the authorized amount approved by the PDA by an estimated \$1,850.00.

I request that the PDA consider the request to increase the expenditures not to exceed \$9,500.00 for the 10% Industrial Track design that would be submitted to UPRR for approval at the Pocatello Airport.

The City of Pocatello will pay the invoices per the contract with BBR and ask PDA for reimbursement with approved paid invoices.

I will be in attendance to answer any question that the Board may have.

Balfour Beatty

Rail

A Division of Balfour Beatty Infrastructure, Inc.

Balfour Beatty Rail

1717 North Beck Street
Salt Lake City Utah 84116
Tel (801)532-4322
Fax (801)532-3924
Mobile (801)532-4322
mhansen@bbiius.com

October 17, 2014

Merrill Quayle
Pocatello City
911 North 7th Avenue
Pocatello, Idaho 83201

Re: Change Order Request #1 - Preliminary Railroad Design – Project Pipe

Dear Merrill,

Based on our meeting yesterday, I understand that the design for Project Pipe rail facilities will be handled by the City. CRS/BBR can provide the necessary design drawings to facilitate UPRR approval and construction of these additional facilities. Because we are also designing the City's rail facilities at this site, we can offer significant savings by combining these two designs into a single plan set. We propose to complete the following scope of work.

Scope of Work

Phase 1 – Preliminary Engineering

1. **Modify 10% design drawings to include tracks for Project Pipe.** CRS/BBR will update the 10% design prepared for Pocatello City to include two tracks for Project Pipe. Each track will have the capacity to store 12 rail cars. All elements of the 10% design will need to be updated including the horizontal layout, operating plan, track capacity diagram, and the estimated scope of construction work. The revised design will be submitted to UPRR for preliminary design approval.

Project Schedule and Cost

It is anticipated that it will take approximately one week from signed notice to proceed, to complete the scope of work. We are currently waiting for some additional information from UPRR regarding their local operations. It may take an additional week or two to get this information from UPRR and incorporate it into the design drawings. Review time by the owner and UPRR are not included in the estimated time. CRS/BBR will perform the services outlined in the scope of work on a time and materials basis. Our estimated fee to complete this work is \$2,750. We look forward to continuing our work with you on this project.

Sincerely,

Mike Hansen

Mike Hansen
Area Operations Manager

AGENDA ITEM NO. 10

November 7, 2014

Michael Orr
Chairman of the Board
Pocatello Development Authority
Pocatello, ID

Dear Mr. Orr and the Pocatello Development Authority:

Gateway West Industrial Center is requesting funds from the Naval Ordinance TIF in order to repave one of the roads on the property. This use of funds falls under the category of infrastructure improvement and would support all existing Gateway West tenants as well as help to attract new companies to the facility.

Duckett Street runs off Blandy Street, the main road in the facility, and takes you to the north side of Building 10. Building 10 is partially occupied by tenants such as Kaman Industrial Technologies, Revolution Sports Center, and the H&R Roller Hockey Center. H&R Roller Hockey and Revolutions Sports are businesses that support the Pocatello community with activities for the youth of the area. Duckett Street is also used by some of our larger tenants, such as Eaton Metals, ATCO, VTCU, and SME Steel, because it is an artery to the truck scale on the property. The truck scale is used by these companies to ensure that their shipments do not go out on the road overloaded.

This work on Duckett Street would not only better the functionality of this thoroughfare for these existing tenants, but would additionally provide an improved appearance for prospective tenants. The result would make Gateway West more competitive when visited by businesses looking to move into the area.

A map of the area to be repaved, and two quotes from local contractors have been supplied to the town engineer, Merrill Quayle. Please let me know if you have any additional questions. We appreciate your consideration of this request

Thank you,

Barbara Wischerath
Gateway West

SUPERIOR ASPHALT INC.

3622 Highway 30
 PO Box 5628
 Pocatello, ID 83202
 (208) 237-1752
 Lic. No. 11636-C-1-4 (32)

- * ASPHALT PATCHES
- * BUMPER BLOCKS
- * TRAFFIC SIGNS
- * PAVING
- * SITEWORK DUMPTRUCKS
- * SPEED BUMPS
- * SLURRY SEAL
- * STRIPING
- * BACKHOES
- * PIPELINES

PROPOSAL

| | | | |
|--|-------|-------------------------|--|
| Proposal Submitted to GATEWAY WEST | | Job Name | |
| Address | | Job Location | |
| City, State and Zip Code | | Date 9/9/2014 | |
| Attention | Phone | Job Phone | |

We hereby submit specifications and estimates and propose to furnish the labor, material and equipment to complete the following items of work as listed below.

| Description | Unit Price | Total |
|--|------------|----------------------------|
| (1) CLEAN ASPHALT (2) TAC COAT (3) SCRUB COAT (4) REMOVE 30' x 1' CONCRETE (5) INSTALL 2" PLANT HOT MIX 1155' x 29' 33,495 SQ FT | | \$ 99,988 ⁰⁰ |
| TOTAL | \$ | 99,988⁰⁰ |

- Existing oil deposits will be treated prior to sealing but adhesion cannot be guaranteed.
- Not responsible for human and animal tracking either of sealed or adjacent surfaces.
- Not responsible for reflective cracking, when paving over existing cracked or broken asphalt.
- Crack filling does not imply total crack elimination.
- Not responsible for existing grades or previous engineering related to drainage.
- Not responsible for back-fill or compaction accomplished by others.
- Engineering, testing, inspection and permit fees not included.
- Rock or calichi removal will be an additional charge. Removal of soft areas will be extra.

TERMS: 50% DEPOSIT REQUIRED UPON ACCEPTANCE OF BID
 BALANCE DUE UPON COMPLETION

ACCEPTANCE OF PROSAL: I/We accept this proposal and agree to pay the said amount in accordance with the terms set forth. All of the terms and conditions on the reverse side are incorporated herein and made a part hereof.

Submitted for Superior Asphalt, Inc.

Date of Acceptance _____

By *Kent Ah*

Signature _____

Authorized Signature _____

Please check appropriate box below

- OWNER
 OWNERS AGENT WITH OWNERS KNOWLEDGE

(208) 237-1752

KOGER EXCAVATION

P.O. Box 85
Pocatello Idaho 83201
Phone 208-237-1386
Fax 208-237-1607

DATE: 10/28/2014

TO: Gateway West
Attn;
Project:

KOGER EXCAVATION, OFFERS THE FOLLOWING QUOTE PROPOSAL FOR YOUR CONSIDERATION.

KOGER QUOTE INCLUDES; Asphalt placement 30,800 Sq. Ft x 2" thick \$123,200.00
Remove 25' of concrete \$500.00

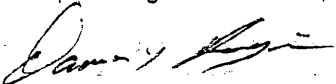
KOGER QUOTE EXCLUDES;

KOGER QUOTE AMOUNT: \$123,700.00

THANKYOU FOR THE OPPORTUNITY TO BID THIS PROJECT.PLEASE CONTACTS THE UNDERSIGNED IF YOU
HAVE ANY QUESTIONS REGARDING THIS QUOTE.

VERY TRULY YOURS,
Danny Koger

KOGER EXCAVATION
This quote is good for 30 days



AGENDA ITEM

NO. 11

**POCATELLO DEVELOPMENT AUTHORITY
BY-LAWS**

ARTICLE I

NAME

The Urban Renewal Agency, as created pursuant to the provisions of the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code) and the Local Economic Development Act (Chapter 29, Title 50, Idaho Code), shall be known as the POCATELLO DEVELOPMENT AUTHORITY.

ARTICLE II

ENABLING PROVISION

The Pocatello Development Authority was created by the City of Pocatello, a municipal corporation of Idaho, pursuant to resolution 1988-13 in accordance with the Urban Renewal law of 1965, and the Local Economic Development Act. The Pocatello Development Authority shall act as an arm of state government, entirely separate and distinct from the City of Pocatello, as provided in Idaho Code Section 50-2006.

ARTICLE III

STATEMENT OF PURPOSE

The purpose of the Pocatello Development Authority is to undertake urban renewal projects in areas designated by the City of Pocatello to be deteriorating and to undertake the rehabilitation, conservation, redevelopment, or a combination thereof of such area, or areas, in the interest of the public health, safety, morals or welfare of the residents of the City of Pocatello. The Pocatello Development Authority, to the greatest extent it determines to be feasible in carrying out its stated purpose, shall afford maximum opportunity, consistent with the needs of the City of Pocatello as a whole, to the rehabilitation or redevelopment of the urban renewal area by private enterprise.

ARTICLE IV

BOARD OF COMMISSIONERS

A. Appointment. The Board of Commissioners of the Pocatello Development Authority shall consist of nine members determined in accordance with the provisions of Section 50-2006, Idaho Code, as the same now exists, or as may be amended hereafter, which section provides for appointment by the Mayor with the advice and consent of the City Council. The qualifications and eligibility of persons who serve on the Board of Commissioners shall be as defined and described in Section 50-2006, Idaho Code, as the same now exists, or may be amended hereafter. Provided, however, that the membership shall be constituted as follows: one member of the Pocatello City Council; one member of the Board of County Commissioners (or their designee); the Mayor of the City of Pocatello; one member with financial expertise such as accounting, banking, or lending-institution experience, one member from the education community, and four other members from the citizenry at large.

B. Term Each commissioner shall serve a four (4) year term. Commissioners may serve up to two (2) consecutive terms or eight (8) years. At the City's discretion, a commissioner may serve up to one additional term. The terms of each commissioner shall be staggered in such a fashion so that no more than two terms expire in any one (1) year, provided, however, that all terms shall expire in the month of May. Each commissioner shall hold office until his or her successor has been appointed and qualified. A letter noting the appointment, or reappointment, of a commissioner shall be filed with the City Clerk of the city of Pocatello, Idaho, and such certificate shall be conclusive evidence of the due and proper appointment of such commissioner.

C. Compensation. The commissioners shall receive no compensation for their services, but shall be entitled to the necessary expenses, including travel expense, incurred in the discharge of their duties.

D. Meetings. The Board of Commissioners shall hold regular meetings at dates and times certain each month. The Chairman, or a majority of the Board of Commissioners have the power to call special meetings of the Board, the object of which shall be submitted to the Board in writing; the call and the object, as well as the disposition thereof, shall be entered upon the minutes of the Secretary. Special meetings may be held upon such notice as is appropriate to the circumstances. The notice provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property, or the likelihood of such injury or damage.

E. Quorum. A majority of the members of the Board of Commissioners shall constitute a quorum for the purpose of conducting business and exercising the powers of the Authority, and for all other purposes. Official action may be taken by the Board of Commissioners on a vote of a majority of the members thereof present at a duly-convened, regular or special meeting at which a quorum is present.

The State of Idaho Open Meetings Law specifically authorizes the holding of a meeting by telephone conference call. Pursuant to Idaho Code Section 67-2342(5), participation by a member of the governing body through telecommunications devices shall constitute presence in person by such the governing body provided the certain conditions of Idaho Code Section 67-2342(5) are met.

F. Executive Director, Legal Counsel, etc. The Board of Commissioners may employ an executive director, legal counsel, technical experts, a secretary, a treasurer, and such other agents and employees, permanent and temporary, as the board may require, and the

qualifications and duties of, and compensation for all of said persons so employed shall be determined by the Board. **The Board also has the power to terminate the employment or appointment of any such employees or appointed positions.**

G. No Self-Dealings. No public official, or employee of the City of Pocatello (or a board, or a commission thereof) and no commissioner or employee of the Pocatello Development Authority shall voluntarily acquire any personal interest, direct or indirect, in any urban renewal project, or in any property included, or planned to be included, in any urban renewal project in the City of Pocatello, or in any contract, or proposed contract in connection with such urban renewal project. Where such acquisition is not voluntary, the interest acquired shall be immediately disclosed in writing to the Pocatello Development Authority, and such disclosure shall be entered upon the minutes of the Board of Commissioners. If any such official, commissioner, or employee presently owns or controls, or owned or controlled, within the preceding two (2) years, any interest, direct or indirect, in any property which he knows is included, or planned to be included, in an urban renewal project, he or she shall immediately disclose this fact in writing to the Pocatello Development Authority, and such disclosure shall be entered upon the minutes of the Board of Commissioners, and any such official commissioner or employee shall not participate in any action by the City of Pocatello (or board, or commission thereof), or Pocatello Development Authority affecting such property.

H. Misconduct. For inefficiency, or neglect of duty, or misconduct in office, a commissioner may be removed by the Pocatello Development Authority only after a hearing, and only after he or she shall be given a copy of the charges at least ten days prior to such hearing, and shall have had an opportunity to be heard in person, or by counsel.

I. Powers and Duties. The property, business, powers and affairs of the Pocatello Development Authority shall be managed and controlled by the Board of Commissioners thereof. The Board of Commissioners is vested with all powers as provided by the Idaho Urban Renewal Law of 1965 (Chapter 20, Title 50, Idaho Code), and the Local Economic Development Act (Chapter 29, Title 50, Idaho Code), as the same now exists, or as may be amended hereafter. The Pocatello Development Authority may undertake urban renewal projects for the elimination of deteriorated, or deteriorating areas, and for the prevention of the development, or spread of slums and blights, and may involve slum clearance and redevelopment in an urban renewal area, or rehabilitation or conservation in an urban renewal area, or any combination or part thereof in accordance with an urban renewal plan. Such undertakings and activities within an urban renewal area may include the following:

1. Adopt a revenue allocation financing provision as described in the Local Economic Development Act as the same now exists, or as may be amended hereafter as part of an urban renewal plan;
2. Issue bonds from time to time in its discretion to finance the undertaking of any urban renewal project;
3. Acquire a deteriorated area, or a deteriorating area, or a portion thereof;
4. Demolish and remove buildings and improvements;
5. Install, construct, or reconstruct streets, utilities, parks, playgrounds, open space, off-street parking facilities, public facilities or buildings, and other improvements necessary for carrying out, in the urban renewal area, the urban renewal objectives in accordance with the urban renewal plan.
6. Dispose of any property acquired in the urban renewal area (including sale, initial leasing, or retention by the Pocatello Development Authority itself) at its fair

value for uses in accordance with the urban renewal plan, except for disposition of property to another public body;

7. Carry out plans for a program of voluntary or compulsory repair and rehabilitation of buildings, or other improvements in accordance with the urban renewal area, which, under the urban renewal plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property;

8. Acquire any other real property in the urban renewal area where necessary to eliminate unhealthful, unsanitary or unsafe conditions, lessen density, eliminate obsolete or other uses detrimental to the public welfare, or otherwise to remove or to prevent the spread of blight or deterioration, or to provide land for needed public facilities;

9. Lending or investing federal funds; and

10. Construction of foundations, platforms and other like structural forms.

J. Reports. The Board of Commissioners shall file with the City Clerk, City of Pocatello, Idaho, on or before March 31st of each year, a report of its activities for the preceding calendar year, which report shall include a complete financial statement setting forth the authority's assets, liabilities, income, and operating expenses as of the end of such calendar year. At the time of filing such report, the Board of Commissioners shall cause to be published in the Idaho State Journal, Pocatello, Idaho, and a notice to the effect that such report is available for inspection during the regular business hours in the office of the City Clerk and in the office of the Authority.

ARTICLE V

OFFICERS

The Officers of the Authority shall be a Chairman, Vice-Chairman, Secretary, Treasurer and such other officers as the Board of Commissioners may deem necessary. Only the Chairman and Vice-Chairman need be members of the Board of Commissioners.

A. Election and Term. Mayor Richard Finlayson of the City of Pocatello shall designate the first Chairman and Vice-Chairman for a term of office of one (1) year from among the commissioners. Thereafter, the Board of Commissioners shall elect the chairman, Vice-Chairman, Secretary, Treasurer and such other officers as are deemed necessary for a term of one (1) year until his or her successor is duly elected and qualified. Such election shall occur at the regular meeting held in October. Officers elected at that meeting shall hold office until the regular meeting the following October.

B. Chairman. The Chairman shall be the chief presiding officer of the Pocatello Development Authority. The Chairman shall execute all deeds, bonds, contracts and other legal documents authorized by the Board, provided, however, that the Board may delegate certain of said duties to the Executive Director of the Authority. The Chairman shall be the chief administrator of the Pocatello Development Authority and shall have such powers and duties as may be assigned to him or her by the Board of Commissioners. The Chairman shall have the power to vote on any matter presented to the Board of Commissioners for their consideration. The Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

C. Vice-Chairman. The Vice-Chairman shall be possessed of all of the power and shall perform all the duties of the Chairman in the absence or disability of the Chairman. The Vice-Chairman shall have the power to vote on any matter presented to the Board of

Commissioners for their consideration. The Vice-Chairman shall also have such other powers and duties as may be assigned to him or her by the Board of Commissioners.

D. Secretary. The Secretary shall keep the minutes of all proceedings of the Board, shall attend to giving and serving all notices of the meetings of the Board as required, shall execute along with the Chairman in the name of the Pocatello Development Authority all deeds, bonds, contracts, and other legal documents and instruments as authorized by the Board, and shall be the custodian of the seal of the Pocatello Development Authority, books, bylaws, and such other books, records and papers of the Board as the Board shall direct. In addition, the Secretary shall perform other duties and have such responsibilities as may be designated by the Board. In case of the absence or disability of the Secretary, or the Secretary's refusal or neglect to perform such duties, all duties required of the Secretary may be performed by the Chairman or Vice-Chairman, or such other person as may be designated by the Board.

E. Treasurer. The Treasurer shall have the general custody of all the funds and securities of the Pocatello Development Authority, and shall have general supervision of the collection and disbursement of funds of the Pocatello Development Authority. The Treasurer shall endorse on behalf of the board for collection, checks, notes, and other obligations and shall deposit the same to the credit of the Board in such bank or banks or depositories as the Board may designate. The Treasurer may sign, with the Chairman or such other person or persons as may be designated for said purpose by the Board of Commissioners all negotiable instructions. The Treasurer shall enter, or cause to be entered regularly in the books of the Board, all monies received and paid by him on account of the Board, shall at all reasonable times exhibit the Board books and accounts to any commissioner of the Board at the office of the Board during regular business hours, and whenever required by the Board, or the

Chairman, shall render a statement of accounts. The Treasurer shall perform such other duties as may be prescribed from time to time by the Board or by the bylaws. In case of the absence or disability of the Treasurer, or the Treasurer's refusal or neglect to perform such duties, all duties required of the Treasurer may be performed by the Chairman or Vice-Chairman, or such other person as may be designated by the Board.

F. Vacancy. If any of the foregoing offices shall, for any reason, become vacant, the Board of Commissioners shall elect a successor who shall hold office for the unexpired term and until a successor is elected and qualified.

ARTICLE VI

MISCELLANEOUS

A. Seal. The seal of the Pocatello Development Authority shall be circular in form and shall have the name of the Pocatello Development Authority on the circumference and shall have the words "Corporate Seal Idaho" in the center.

(SEAL)

B. Committees. The Board of Commissioners may appoint one or more committees to investigate and study matters of Pocatello Development Authority business and, thereafter, to report on and make recommendations concerning said matters assigned to the Board of Commissioners. When possible, each of said committees shall be chaired by a member of the Board, but said committees may be comprised of persons other than members of the Board of Commissioners. No such committee shall have the power to make final decisions, power being vested solely in the directors. The terms of office, the persons serving, the matters to be

studied, and all procedural decisions shall be made and decided by the Board of Commissioners.

C. Accounts. In addition to such bank accounts as may be authorized by the Board of Commissioners, the Treasurer of the Pocatello Development Authority, with the approval of the Chairman, may authorize such bank accounts to be opened or maintained in the name and on behalf of the Pocatello Development Authority as he or she may deem necessary or appropriate. Payments from such bank accounts are to be made upon the check of the Pocatello Development Authority, each of which checks shall be signed by two of such directors, officers or bonded employees of the Pocatello Development Authority as shall be authorized by the Board of commissioners.

D. Robert's Rules. The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern regular and special meetings of the Board of Commissioners in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board of Commissioners may adopt.

ARTICLE VII

AMENDMENTS

These bylaws may be repealed, amended, or new bylaws adopted at any regular or special meeting for such purpose of the Board of Commissioners by a majority vote of all members of said Board.

We, the undersigned, being members of the Board of Commissioners of the Pocatello Development Authority, do hereby certify that the foregoing amended bylaws were duly

adopted as the bylaws of said Pocatello Development Authority on the 15th day of October, 2014.

Ryan Ward, Chairman

Brian Blad, Mayor

Larry Fisher

Darlene Gerry

Cynthia Hill

Russell Meyers

Michael Orr

Linda Tigert

Caroline Wight