

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:

Agenda Item No. 1: 2014 PDA Annual Report. Presentation and receipt of public comment regarding the 2014 PDA Annual Report.

Agenda Item No. 2: FY2014 Comprehensive Financial Annual Report by Deaton and Company.

#7 **Agenda Item No. 3: Minutes.**

Motion to approve and/or amend Minutes of January 18, 2015.

Agenda Item No. 4: Financial Report.

Motion to approve and/or amend January 2015 Income and Expenses.

Agenda Item No. 5: Payment Requests/Reimbursements.

- (A) Zions Bank Annual Trustee Fee in the amount of \$2,000.00 for the PDA Revenue Allocation (Tax Increment) Refunding Bonds 2012 Series.
- (B) Idaho State Journal Publication of Annual Report in the amount of \$68.59.
- (C) RAI Legislative Legal Fund Request for Donation of \$8,500.00.
- (D) Airport TIF District Expenses:
 1. Request for reimbursement to the City in the amount of \$3,857.50 for a Categorical Exclusion report by TO Engineers to address environmental impacts of proposed infrastructure improvements within the Airport TIF District.
 2. Request for payment to TO Engineers in the amount of \$15,850.00 for the Phase 1 Environmental Analysis Non-AIP Project for Project Pipe within the Airport TIF District.

Agenda Item No. 6: Ratification of Email Vote Regarding Positron, Inc.'s filing for Judicial Foreclosure. All Board Members voted in favor of moving forward. No additional action necessary.

Agenda Item No. 7: Brief Construction Update on Airport Development Project by Michael Jaglowski.

Agenda Item No. 8: Update by Chair Orr and Joyce Stroschein regarding Project Pipe.

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. 3

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
February 18, 2015

Members present: Brian Blad, Larry Fisher, Darlene Gerry, Cynthia Hill, Russell Meyers, Michael Orr (Chair) (late at 11:15am), Linda Tigert, Caroline Wight and John Regetz (ex-officio)

Members absent: Ryan Ward

Staff present: Lon Crowell, Executive Director; Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer, and Joyce Stroschein, City Finance Dept.

Vice Chair Meyers called the meeting to order at 11:04 a.m.

Introductions, Conflicts, and Agenda: Guests in attendance included Doran Lambson with Deaton and Company, David Allen, Airport Manager, Michael Jaglowski, Public Works Director, and Cindy McCullough, Planning and Zoning Administrative Assistant. There were no conflicts with the Agenda items, nor were there any deletions to the Agenda. Vice Chair Meyers moved Agenda Item No. 7 to be heard after the Agenda Item No. 2 at the request of Michael Jaglowski.

1. Action and Discussion Items:

Agenda Item No. 1: 2014 PDA Annual Report. L. Crowell presented the Pocatello Development Authority 2014 Annual Report, pursuant to Idaho Code §50-2006(c) via Public Hearing at 11:07 a.m. There were no comments given either in person or in writing from any members of the public. The Public Hearing was closed at 11:08 a.m. **It was MSC (B. Blad, L. Tigert)** to accept the 2014 PDA Annual Report.

Agenda Item No. 2: FY2014 Comprehensive Financial Audit Report by Deaton and Company. Doran Lambson, Auditor for Deaton and Company, provided an introduction to the Comprehensive Annual Financial Report for the year ending September 30, 2014. Lambson explained that in Deaton's opinion, the financial statements referred to in the audit present fairly, in all material respects, the respective financial position of the urban renewal activities and each major fund of the Pocatello Development authority for the 2014 fiscal year, in conformity with accounting principles generally accepted in the U.S. Lambson advised that based on his test of a sample of PDA records the Authority is not out of compliance, and there are no material issues or deficiencies of the internal control over financial reporting. **J. Stroschein** presented a page by page summary of the financial audit.

Agenda Item No. 7: Brief Construction Update on Airport Development Project by Michael Jaglowski. Michael Jaglowski, City Public Works Director, reviewed the status of the water, sewer and street maintenance improvements at the Airport. The water is the largest project and the design is complete. Once the EPA approves the submittal the work will begin. Said work should be completed by December 1. Several gravity collection sewer lines have been identified for rehabilitation. This project is expected to be completed 60 days after commencement. The streets will be resurfaced with an overlay/micro-surface material. It is anticipated to be completed 60 days after commencement; hoping for anytime between now and July. **Chair Orr** asked if the expansion improvements were still moving forward. Jaglowski explained not at this

time; it will take approximately 120 days of construction to complete. In order to complete the expansion project by January 1, work will need to commence no later than August. **Chair Orr** asked for clarification on the water tank; was a half million gallon tank going to be sufficient? Jaglowski reiterated the proposed tank size would be necessary for today's development; if future development (2020-2030) demands, the tank size could be expanded to a million gallon tank. **Chair Orr** asked if Project Pipe doesn't come to the Airport, will the project move forward? **B. Blad** responded the City would still move forward with the maintenance portion of the improvements as those are solely the City's responsibility. **Chair Orr** clarified the PDA would not be asked to reimburse the City for any maintenance expenses and Jaglowski and **B. Blad** confirmed.

Agenda Item No. 3: Minutes. The Minutes of the regularly scheduled meeting of January 21, 2015 were reviewed. It was **MSC (D. Gerry, C. Hill)** to approve the Minutes as presented.

Agenda Item No. 4: Financial Report. **J. Stroschein** presented the Financial Report for the month of January 2015. At month end the Authority had cash on hand of \$5,767,096.89. The checking account balance was \$3,541,381.86, the savings account was \$746,009.03, and cash being held by Zions Trust amounted to \$1,479,706.00. The PDA recognized major financial activity during the month of January 2015. The Authority received revenues totaling \$869,783.78 of which \$2,143.69 was interest earnings on cash invested and property taxes. The \$1,000.00 payment received on the note receivable applied \$180.41 towards the principal of the note. Property tax revenue totaled \$867,459.68 for the North Yellowstone, Naval Ordnance, North Portneuf and the Pocatello Regional Airport Districts. Expenses for the month totaled \$4,982.52. The expenses included a reimbursement of \$4,825.75 to the City of Pocatello for the rail design at the Pocatello Regional Airport TIF District. The remaining expense is for \$156.77 was an administrative expenditure for lunch. Year to date revenues of \$3,781,111.85 are not greater than expenses of \$4,224,557.46. The General Fund District has a net income year to date of \$2,901,526.93. It was **MSC (R. Meyers, C. Hill)** to approve the Financial Report as presented.

Agenda Item No. 5: Payment Requests/Reimbursements.

- (A) **It was MSC (D. Gerry, B. Blad)** to issue payment to Zions Bank for the Annual Trustee Fee for the PDA Revenue Allocation Refunding Bonds 2012 Series.
- (B) **It was MSC (L. Tigert, C. Hill)** to issue payment to the Idaho State Journal in the amount of \$68.59 for the publication fees for the 2014 PDA Annual Report.
- (C) RAI Legislative Legal Fund Request for Donation of \$8,500.

L. Crowell explained the firm of Elam and Burke (E&B) in Boise is representing the RAI in conducting research and writing code for this legislative session. Due to previous donation requests by the RAI, L. Crowell suggested the PDA pay a percentage upon receipt of each invoice for work completed by E&B. **Chair Orr** asked if all other Development Authority's listed confirmed their contribution. L. Crowell wasn't positive but understood that most would; if there was insufficient funding, E&B would stop working on this effort. E&B has already donated hundreds of thousands of dollars to this cause. **R. Meyers** believes doing our fair share is appropriate as each percentage assigned is based on the Authority's size/revenue. **D. Gerry** noted L. Crowell's suggestion would cause a great deal of additional work for the staff at E&B and could be difficult to track. She believes the PDA should contribute up to the suggested amount and should issue payment upon L. Crowell, the RAI Vice Chair, being satisfied with the

work performed. R. Meyers asked to amend the word "appropriate" to "equitable". **It was MSC (D. Gerry, B. Blad)** to issue payment up to \$8,500 (the PDA's equitable share) to the RAI for the 2015 Legislative Fund given the work by Elam and Burke meets with L. Crowell's satisfaction.

(D) Airport TIF District Expenses:

1. David Allen, Airport Manager, requested reimbursement to the City in the amount of \$3,857.50 for a Categorical Exclusion Report by TO Engineers to address environmental impacts of proposed maintenance infrastructure improvements within the Airport TIF District. After much discussion, L. Crowell asked the Chair to pull this agenda item due to previous statements made in Agenda Item No. 7 above wherein **B. Blad** and M. Jaglowski asserted all maintenance improvements are the City's responsibilities and reimbursement would not be requested by the PDA. **Chair Orr** pulled the agenda item.
2. David Allen, Airport Manager, requested payment to TO Engineers in the amount of \$15,850.00 for Phase 1 Environmental Analysis Non-AIP Project for Project Pipe within the Airport TIF District. L. Crowell reiterated this analysis is strictly for Project Pipe and will define what type of reporting we will complete to meet the FAA'S specifications. If it is determined a Categorical Exclusion is acceptable, the costs will be similar to the maintenance portions (approximately \$3,800-\$4,000) and the turnaround time is only a few weeks. However, if a full Environmental Analysis is required, the costs are unknown and the timeframe for the report is six to eight months. **L. Tigert** asked if power should be included in Exhibit "A". The Board called TO's Engineer, Chris Pomeroy, who said it was no problem to add power to the scope of work. **D. Gerry** pointed out that completing this report doesn't mean the PDA has to move forward so there isn't much choice in the matter; we either develop the Airport or not. Given the Board's agreement with that statement, **it was MSC (R. Meyers, B. Blad)** to issue reimbursement to the City, upon the City issuing payment to TO Engineers, in the amount of \$15,850.00 for Project Pipe's Phase 1 Environmental Analysis Non-AIP Project.

Agenda Item No. 6: Ratification of Email Vote Regarding Positron, Inc.'s filing for Judicial Foreclosure. All Board Members voted in favor of moving forward with the judicial foreclosure in regards to Positron, Inc. No additional action is necessary at this time.

Agenda Item No. 8: Update by Chair Orr and Joyce Stroschein regarding Project Pipe. **C. Hill** asked if Project Pipe is still coming, have they adjusted their expectations since it is now mid-February and how is this project going to be completed in such a short timeframe. **B. Blad** updated the Board on a phone call held on Friday, January 23, with **Chair Orr**, L. Crowell and **B. Blad** with Project Pipe's officials. Pipe confirmed its interest in locating in Pocatello so we are still on board for this project. Pipe continues to acknowledge Idaho Power's need for 56 weeks to obtain and install the transformer. Pipe was uncertain as to the status of the lease agreement with the City. It was agreed that the execution of the lease agreement with the City and the PDA loan documents with CCB would be occur simultaneously. **Chair Orr** offered on the behalf of PDA to fund the rail to Pipe's door, an estimated cost of \$400,000. L. Crowell reiterated there are still outstanding issues with the FAA and explained it will be a long process to remove the Airport land from the ALP. The FAA will not agree to a lease term beyond 50 years; Pipe wishes for a 50 year base lease and an option to extend for two 25 year renewals. Until the land is removed from the ALP, this may be a deal breaker. **J. Stroschein** reviewed her email of February 4, 2015 summarizing the tax evaluation assessment is still financially

acceptable with Pipe's projected \$18M project, but will require monitoring to respond to potential issues in the early years of the loan. The PDA General Fund may be required to transfer funds to the Airport TIF District to cover any insufficient amounts.

Other: L. Crowell added for the Board's information that a fully executed Demolition Agreement had been received for the former Albertson's building owned by Howard Hughes Corporation. The work should begin this late spring/early summer.

2. Adjournment:

There being no additional business on the Agenda and no matters for executive session, it was **MSC (C. Hill, B. Blad)** to adjourn the meeting at 12:57p.m.

By: Tiffany G. Olsen
Tiffany G. Olsen, Secretary

AGENDA ITEM

NO. 4

FINANCIAL

REPORTS

(will be supplemented)

Pocatello Development Authority
Balance Sheet by Class
As of January 31, 2015

	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	2,400,415.92	2,000.00	780,950.33	85,802.88	63,712.80	208,499.93	3,541,381.86
Savings Wells Fargo	745,972.83	0.00	36.20	0.00	0.00	0.00	746,009.03
Zions 2012 Bnd Fnd 7110526D	0.00	0.00	81,096.75	0.00	0.00	0.00	81,096.75
Zions Bnd Reserve Fnd 7110526B	0.00	0.00	677,527.99	0.00	0.00	0.00	677,527.99
Zions Rev Alloc Fnd 7110526	0.00	0.00	721,081.26	0.00	0.00	0.00	721,081.26
Total Checking/Savings	3,146,388.75	2,000.00	2,260,692.53	85,802.88	63,712.80	208,499.93	5,767,096.89
Accounts Receivable							
Notes Receivable	50,000.00	597,081.85	0.00	0.00	0.00	0.00	647,081.85
Total Accounts Receivable	50,000.00	597,081.85	0.00	0.00	0.00	0.00	647,081.85
Other Current Assets							
Accrued Interest Income	10,578.00	405.17	-0.81	0.00	0.00	0.00	10,982.36
Property Tax Receivable	0.00	0.00	21,825.94	0.00	10,212.12	0.00	32,038.06
Total Other Current Assets	10,578.00	405.17	21,825.13	0.00	10,212.12	0.00	43,020.42
Total Current Assets	3,206,966.75	599,487.02	2,282,517.66	85,802.88	73,924.92	208,499.93	6,457,199.16
TOTAL ASSETS	3,206,966.75	599,487.02	2,282,517.66	85,802.88	73,924.92	208,499.93	6,457,199.16
LIABILITIES & EQUITY							
Liabilities							
Long Term Liabilities							
Deferred Interest Receivable	10,577.39	0.00	0.00	0.00	0.00	0.00	10,577.39
Deferred Notes Receivable Rev	50,000.00	597,081.85	0.00	0.00	0.00	0.00	647,081.85
Deferred Tax Revenues	0.00	0.00	19,488.87	0.00	10,212.12	0.00	29,700.99
Total Long Term Liabilities	60,577.39	597,081.85	19,488.87	0.00	10,212.12	0.00	687,360.23
Total Liabilities	60,577.39	597,081.85	19,488.87	0.00	10,212.12	0.00	687,360.23
Equity							
Fund Balance	244,862.43	2,968,438.69	2,340,117.35	418,042.02	14,679.84	162,500.35	6,148,640.68
Opening Balance Equity	0.00	0.00	64,643.86	0.00	0.00	0.00	64,643.86
Net Income	2,901,526.93	-2,966,033.52	-141,732.42	-332,239.14	49,032.96	45,999.58	-443,445.61
Total Equity	3,146,389.36	2,405.17	2,263,028.79	85,802.88	63,712.80	208,499.93	5,769,838.93
TOTAL LIABILITIES & EQUITY	3,206,966.75	599,487.02	2,282,517.66	85,802.88	73,924.92	208,499.93	6,457,199.16



Pocatello Development Authority
Profit & Loss by Class
January 2015

	1-General Fund	2-Central Corridor	3-North Yellowstone	4-Naval Ordinance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
Ordinary Income/Expense							
Income							
Interest Income	19.01	819.59	1,305.09	0.00	0.00	0.00	2,143.69
Principal received on notes	0.00	180.41	0.00	0.00	0.00	0.00	180.41
Property Taxes	0.00	0.00	742,389.24	6,043.21	63,712.80	55,314.43	867,459.68
Total Income	19.01	1,000.00	743,694.33	6,043.21	63,712.80	55,314.43	869,783.78
Gross Profit	19.01	1,000.00	743,694.33	6,043.21	63,712.80	55,314.43	869,783.78
Expense							
Administrative	156.77	0.00	0.00	0.00	0.00	0.00	156.77
Economic Grants Issued	0.00	0.00	0.00	0.00	0.00	4,825.75	4,825.75
Total Expense	156.77	0.00	0.00	0.00	0.00	4,825.75	4,982.52
Net Ordinary Income	-137.76	1,000.00	743,694.33	6,043.21	63,712.80	50,488.68	864,801.26
Net Income	-137.76	1,000.00	743,694.33	6,043.21	63,712.80	50,488.68	864,801.26

At month end the Authority had cash on hand of \$5,767,096.89. The checking account balance was \$3,541,381.86, the savings account was \$746,009.03, and cash being held by Zions Trust amounted to \$1,479,706.00.

Pocatello Development Authority recognized major financial activity during the month of January. The Authority received revenues totaling \$869,783.78 of which \$2,143.69 was interest earnings on cash invested and property taxes. The \$1,000.00 payment received on the note receivable applied \$180.41 towards the principal of the note. Property tax revenue totaled \$867,459.68 for the North Yellowstone, Naval Ordinance, North Portneuf, and the Pocatello Regional Airport Districts.

Expenses for the month totaled \$4,982.52. The expenses included a reimbursement of \$4,825.75 to the City of Pocatello for the rail design at the Pocatello Regional Airport TIF District. The remaining expense of \$156.77 was an administrative expenditure for lunch.

Year to date revenues of \$3,781,111.85 (see page 3) are not greater than expenses of \$4,224,557.46. The General Fund District has a net income YTD of \$2,901,526.93.

Pocatello Development Authority
Profit & Loss by Class
October 2014 through January 2015

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordinance</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense							
Income							
Interest Income	39.22	3,282.85	1,523.63	0.00	0.00	0.00	4,845.70
Miscellaneous Income	2,904,520.93	0.00	0.00	0.00	0.00	0.00	2,904,520.93
Principal received on notes	0.00	717.15	0.00	0.00	0.00	0.00	717.15
Property Taxes	0.00	0.00	745,957.63	6,043.21	63,712.80	55,314.43	871,028.07
Total Income	<u>2,904,560.15</u>	<u>4,000.00</u>	<u>747,481.26</u>	<u>6,043.21</u>	<u>63,712.80</u>	<u>55,314.43</u>	<u>3,781,111.85</u>
Gross Profit	2,904,560.15	4,000.00	747,481.26	6,043.21	63,712.80	55,314.43	3,781,111.85
Expense							
Administrative	783.22	1,904,612.06	889,213.68	96,015.35	14,679.84	0.00	2,905,304.15
Dues and Memberships	2,250.00	0.00	0.00	0.00	0.00	0.00	2,250.00
Economic Grants Issued	0.00	1,065,421.46	0.00	242,267.00	0.00	9,314.85	1,317,003.31
Total Expense	<u>3,033.22</u>	<u>2,970,033.52</u>	<u>889,213.68</u>	<u>338,282.35</u>	<u>14,679.84</u>	<u>9,314.85</u>	<u>4,224,557.46</u>
Net Ordinary Income	<u>2,901,526.93</u>	<u>-2,966,033.52</u>	<u>-141,732.42</u>	<u>-332,239.14</u>	<u>49,032.96</u>	<u>45,999.58</u>	<u>-443,445.61</u>
Net Income	<u>2,901,526.93</u>	<u>-2,966,033.52</u>	<u>-141,732.42</u>	<u>-332,239.14</u>	<u>49,032.96</u>	<u>45,999.58</u>	<u>-443,445.61</u>

AGENDA ITEM

NO. 5

(A)

Zions Bank

**We Haven't Forgotten Who Keeps Us In Business*

INVOICE

Twyla Lehto
Zions Bank Corporate Trust
800 W. Main Street, Ste. 700
Boise, ID 83702

DATE: JANUARY 1, 2015

Phone 208-501-7493 Fax 855-855-9705

To:
Pocatello Development Authority
Attn: Joyce Stroschein
P.O. Box 4169
Pocatello, ID 83201

Account:
Pocatello Development Authority Revenue
Allocation (Tax Increment) Refunding Bonds,
2012 Series
No. 7110526

DUE UPON RECEIPT

DESCRIPTION	AMOUNT
Annual Trustee Fee	\$2,000.00
TOTAL	\$2,000.00

Please send a check to the following address:

Zions Bank Corporate Trust
800 W. Main Street, Ste. 700
Boise, ID 83702

or

Send a wire to:

Zions First National Bank
ABA: 124000054
Account No. 080000516
Account name: Corporate Trust

Ref: Account No. (enter account number above) Fee

If you have any questions concerning this invoice, contact:

Twyla Lehto
208-501-7493
twyla.lehto@zionsbank.com

(B)

IDAHO STATE PUBLISHING

PO BOX 431
POCATELLO ID 83204

, 232-4161

Fax(208) 233-1642

Advertising Memo Bill

1 Memo Bill Period 02/2015		2 Advertiser/Client Name CITY OF POCATELLO	
23 Total Amount Due 68.59		*Unapplied Amount	3 Terms of Payment
21 Current Net Amount Due .00	22 30 Days .00	60 Days .00	Over 90 Days .00
4 Page Number 1	5 Memo Bill Date 02/04/15	6 Billed Account Number 104660	7 Advertiser/Client Number 104660

8 Billed Account Name and Address CITY OF POCATELLO P.O. BOX 4169 POCATELLO ID 83201		Amount Paid: <hr/>
		Comments: Ad #: 1236099

Please Return Upper Portion With Payment

10 Date	11 Newspaper Reference	12 13 14 Description-Other Comments/Charges	15 SAU Size 16 Billed Units	17 Times Run 18 Rate	19 Gross Amount	20 Net Amount
02/11/15	1236099 L2	LN22228 POCATELLO DE POCATELLO DEVELOPMENT 02/11 ISJ	2X 46.00 92.00	1 47.84	47.84	68.59
	BORD	BOARDER TCLASS		6.25		
	PROOF	PROOF OF PUB		5.00		
	BOLD	BOLD PRINT		9.50		

Statement of Account - Aging of Past Due Amounts

21 Current Net Amount Due	22 30 Days	60 Days	Over 90 Days	*Unapplied Amount	23 Total Amount Due
0.00	0.00	0.00	0.00		68.59

IDAHO STATE PUBLISHING

(208) 232-4161

* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

24 Invoice	25 Advertiser Information				
1236099	1 Billing Period 02/2015	6 Billed Account Number 104660	7 Advertiser/Client Number 104660	2 Advertiser/Client Name CITY OF POCATELLO	



January 26, 2015

To: Pocatello Development Authority

INVOICE

2015 Legislative Fund

\$8500

Please remit to:

Redevelopment Assn. of Idaho
% Kathleen Roma & Associates, CPA
1045 S. Ancona Ave., Ste 150
Eagle, ID 83616

Thank you!

2015 Legislative Legal Contributions

			2015	
	<u>2014</u>	<u>YTD</u>	<u>ADD'L</u>	<u>Total 2015</u>
Caldwell Urban Renewal Agency	2000	2,000	1000	3000
Capital City Development Corporation	2000	-	17000	17000
Garden City Urban Renewal Agency	500	500	500	1000
Hayden Urban Renewal Agency	500	-	1000	1000
Idaho Falls Redevelopment	1500	1,500	8500	10000
Jerome	0	-	5000	5000
Ketchum Urban Renewal Agency	500	500	250	750
Lake City Development Corporation	2000	2,000	8000	10000
Lewiston Urban Renewal Agency	1000	1,000	500	1500
Moscow Urban Renewal Agency	500	500	250	750
Mountain Home Urban Renewal Agency	500	-	750	750
Pocatello Development Authority	1500	1,500	8500	10000
Post Falls Urban Renewal Agency	750	750	0	750
Rexburg Urban Renewal Agency	1000	1,000	500	1500
Twin Falls Urban Renewal Agency	<u>1500</u>	<u>-</u>	<u>10000</u>	<u>10000</u>
	\$15,750	\$11,250	\$61,750	\$73,000

Olsen, Tiffany

From: Crowell, Lonnie
Date: Monday, January 26, 2015 4:04 PM
To: Olsen, Tiffany
Cc: Orr, Michael
Subject: FW: RAI Recommended Legislative Contributions
Attachments: 2015 RAI Updated Contributions.xlsx

Tiffany,
I would like to have this on the next PDA agenda if agreed to by Chairman Orr.

The Idaho Legislature is rewriting Urban Renewal Law for this legislative session. Each year the PDA contributes to the Redevelopment Association of Idaho which group's purpose is to educate and defend urban renewal law in Idaho. Several members of the RAI have been invited by Speaker Bedke via Representative Youngblood to be included in this process, including myself. It is the intent of the legislature that after this bill is proposed in this session, new urban renewal bills will not be considered for some time. In order for the RAI to have legal representation for the interests of urban renewal and assist in rewriting Idaho Code, the legal fees are substantial. While the bill is being drafted and presented by some legislators, it requires research, recommendations and draft bills by the RAI representation. Ryan Armbruster, of whom represents the RAI, is the foremost authority on urban renewal in Idaho. The figures presented in the attached represent suggested requests for contribution toward this effort as a percentage based on each Authority's annual revenue. They are requesting an additional \$8500 from the PDA to help pay for this one time effort.

Thank You,

Lon Crowell, AICP
Director

Planning & Development Services
*Economic Development, Planning, Development Engineering,
CDBG/HUD, Pocatello Regional Airport*

City of Pocatello
911 North 7th Avenue | P.O. Box 4169
Pocatello, ID 83205-4169
☎ 208-234-6184 | Fax: 208-234-6586

lcrowell@pocatello.us | www.pocatello.us

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From: Pam Beaumont [mailto:pamb@spro.net]
Date: Friday, January 23, 2015 1:44 PM
To: Melinda Anderson; Crowell, Lonnie
Subject: RAI Recommended Legislative Contributions

Attached is a spreadsheet of what I recommend we ask members to contribute for this year's legislative expense. It's never going to be completely "fair" but I think this is pretty balanced. While we probably only need \$70,000 and this totals to \$73,000, I suspect we'll get some "no's" along the way so just want to make sure we're covered.

If this looks o.k., to you, I'll get on the phone and on email to the impacted members.

Pam

(P.S. Pardon the formatting on the attached! I'm working with a new computer and a new version of Excel and I'm needing iMac Excel for Dummies!!)



**T-O ENGINEERS, INC.
AGREEMENT FOR PROFESSIONAL SERVICES**

T-O Engineers, Inc.

Date: January 6, 2015

THIS AGREEMENT is between the **City of Pocatello**, hereinafter referred to as "**Client**" and **T-O Engineers, Inc.**, an Idaho Corporation, hereinafter referred to as "**Consultant**". The Client and Consultant in consideration of their mutual covenants herein contract and agree as follows:

The Client intends to Prepare Categorical Exclusion for Infrastructure Improvements at the Pocatello Regional Airport, hereinafter referred to as the "Project" or "Projects".

A) CLIENT INFORMATION AND RESPONSIBILITIES

1. The Client shall timely provide to Consultant a complete description of each Project including: Client's requirements for the Project, objectives and constraints, capacity and performance requirements, flexibility and expandability needs, any budgetary limitations, and all design and construction criteria which Client requires be incorporated into the Project.
2. Client shall timely provide to Consultant all associated or applicable project information including: data and documents prepared by others, soil and subsurface explorations, hydrologic information, laboratory tests, inspection reports, environmental assessments, title reports, records of survey, warranty deeds, and land use restrictions, all of which Consultant may use and rely upon, without liability, in performing services under this Agreement.
3. The Client shall timely obtain permission for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.

B) SERVICES TO BE PERFORMED BY CONSULTANT

Consultant shall provide the following generally described services under this Agreement attached as Exhibit A.

C) BASIS OF FEES

The Client shall timely pay Consultant for services set forth and provided under this Agreement. Fees shall be based on hourly charges and direct expenses during the performance of work. Hourly charges shall be based on the hourly billing rates for employee classifications as shown on Consultant's current Fee Schedule included as Exhibit B. Direct expenses are the sum of all expenditures attributable to the Project that are not labor charges, including subconsultant fees. Fees for the agreement will be determined using the following methods.

- 1. Contract Amount (Not to Exceed):** Fees for work negotiated under this method will be billed using hourly and direct expense rates for costs incurred. A maximum total fee for services to be provided will be included in the scope of work attached as Exhibit B. If additional tasks and associated fees are required, these will be added by amending the Agreement.

TERMS AND CONDITIONS

1) GENERAL

- a. Consultant shall provide professional services for the Client on the Project described in this Agreement. These services shall be performed in accordance with generally accepted professional practices and standards of care and skill ordinarily used in Consultant's profession under similar circumstances. Consultant makes no other warranty, either expressed or implied, as to performance of professional services.
- b. Consultant shall not be responsible for acts or omissions of any other party involved in the Project.
- c. Consultant has not been retained to supervise, direct or have control over the work of any construction contractor or their subcontractor or supplier, hereinafter referred to collectively as "Contractor". Consultant does not have authority over, or responsibility for: Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident to the work of Contractor, or for any failure of Contractor to comply with applicable laws and regulations.
- d. Consultant can neither guarantee the performance of any Contractor nor assume responsibility for Contractor's failure to furnish and perform work in accordance with any construction contract documents or recommendations issued by Consultant.
- e. The Client understands and agrees that subsurface and soils characteristics may vary greatly between successive test points and sample intervals. Consultant makes no warranties, expressed or implied, as to the services or data furnished by professionals providing soils testing or geotechnical advice.

2) OPINIONS OF COST

- a. Consultant may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. The Client understands and agrees that: Consultant has no control over the cost of labor or materials furnished by others or market conditions, Consultant's opinions of probable cost are based on Consultant's experience and judgment, Consultant does not guarantee or warrant that bids or estimates prepared by Contractors will not deviate from opinions of probable cost provided by Consultant, and Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

3) REUSE AND OWNERSHIP OF DOCUMENTS

- a. All work product including documents prepared by the Consultant under this Agreement are proprietary instruments of the Consultant's professional service and shall remain the sole property of the Consultant and no work product shall be used or reused by the Client other than for the construction, operation and maintenance of the Project, without specific prior written permission of Consultant.
- b. Client agrees that: authorized use of Consultant's work product on the Project is subject to full payment for Consultant's services related to preparation of the product, work product is not suitable for use on the Project unless completed by the Consultant for the specific purpose intended, and any other use of Consultant's work product by Client will be at Client's sole risk without liability of Consultant.
- c. The Client shall timely pay, assume, defend, indemnify and hold Consultant harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by Consultant.

4) GOVERNING LAW

- a. The laws of the State of Idaho shall govern the validity of this Agreement, its interpretation and performance, and all remedies for breach of contract or any other claims related to this Agreement.

5) SUCCESSORS AND ASSIGNS

- a. Client and Consultant are hereby bound, and their partners, successors, executors, administrators and legal representatives are likewise bound, to the other party to this Agreement, in respect of all covenants, agreements and obligations of this Agreement.
- b. Neither Client nor Consultant may assign or transfer any rights, duties or responsibilities under this Agreement without prior written consent of the other party.
- c. Nothing under this Agreement shall be construed to provide any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement shall be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

6) TIMES OF PAYMENTS

- a. Consultant shall submit monthly invoices for services rendered and for direct expenses incurred. Client shall timely make monthly payments. Invoices are due and payable within sixty (60) days of the date of the invoice.
- b. All account balances not paid in full within sixty (60) days of the date when first invoiced are overdue and subject to interest at the rate of five (5) percent (%) per annum compounded monthly from the date when first invoiced until paid in full. Any payments received shall be credited first to accrued interest and then to principal.
- c. All fees and costs incurred by Consultant to collect overdue account balances shall be added to the account balance.

7) RISK ALLOCATION AND REMEDY

- a. To the fullest extent permitted by law, Consultant's total liability to Client for each Work Order, and anyone claiming through or under Client, for any and all injuries, claims, losses, expenses, damages, or claimed expenses arising out of this Agreement for services rendered under each Work Order, or in any way related to the Work Order(s), from any cause(s) shall not exceed \$1,000,000 or the total compensation received by Consultant under that Work Order, whichever is greater. Such causes include but are not limited to Consultant's negligence, errors, omissions, strict liability, or breach of contract.
- b. To the fullest extent permitted by law, the Client and Consultant hereby waive any and all claims for special, incidental, indirect or consequential damages arising out of or in any way related to the Project.

8) INSURANCE

Consultant shall acquire and maintain statutory workmen's compensation insurance coverage, employer's liability and comprehensive general liability insurance coverage with a combined single limit for property damage and liability of One Million (\$1,000,000.00) Dollars. The Consultant shall acquire and maintain Professional Liability Insurance in the amount of One Million (\$1,000,000.00) Dollars.

9) INDEMNIFICATION

Consultant shall indemnify and hold harmless the Client from any and all claims and costs of defense of said claims, including attorneys' fees, arising from the employment of the Consultant under this contract that are attributable ~~solely~~ to the fault of the Consultant. The Client will indemnify and hold harmless Consultant from any and all claims arising under the performance of this contract, which are attributable ~~solely~~ to the fault of the Client.

10) HAZARDOUS ENVIRONMENTAL CONDITIONS OR MATERIALS

- a. Consultant's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of Consultant's scope of work or suspension or termination of services.
- b. The Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from any claim or liability for injury, loss, damages or expenses arising from hazardous materials.

11) DISPUTE RESOLUTION

All claims or disputes arising out of this Agreement shall first be addressed through non-binding mediation and no litigation or arbitration shall occur unless said mediation is unsuccessful in resolving any such claims or disputes.

12) RECOVERY OF DISPUTE RESOLUTION COSTS

- a. In the event that legal action is brought by either party against the other, the prevailing party shall be timely reimbursed by the other party for the prevailing party's legal costs, in addition to whatever other judgments or settlement sums, if any, may be due. Such legal costs shall include, but not be limited to, reasonable attorney's fees, court costs, expert witness fees and other documented expenses, as well as the value of time spent by the prevailing party and its employees in defense of the legal action, including researching the issues in question, discussing matters with attorneys and others, preparing for depositions and hearings, responding to interrogatories and requests for production of documents, and so on.
- b. The value of time spent and the expenses incurred shall, on Consultant's part, be computed based upon Consultant's prevailing fee schedule and expense reimbursement policy.

13) SUSPENSION OR TERMINATION – CONSULTANT

- a. Consultant may, at its sole discretion, after giving seven (7) days written notice to Client, suspend or terminate service if undisputed charges are not paid within sixty (60) days of receipt of Consultant's invoice and Client hereby waives any claim against Consultant, and shall timely pay, assume, defend, indemnify, and hold Consultant harmless from and against any claims arising from Consultant's suspension or termination of services due to Client's failure to make timely payment.
- b. Any charges in dispute shall be called to Consultant's attention, in writing, within twenty (20) days of receipt of Consultant's invoice, and Client and Consultant shall work together in good faith to resolve any such disputes. If Client and Consultant are unable to resolve said disputes within forty-five (45) days, Consultant may suspend or terminate service.
- c. The obligation to perform under this Agreement may be terminated by Consultant upon thirty (30) days written notice. Such termination shall be based upon substantial lack of performance by Client under the Terms and Conditions of this Agreement.
- d. Consultant may terminate services under this agreement upon seven (7) days written notice if Client requires or demands that Consultant perform services in conflict with Consultant's professional responsibilities and Client hereby waives any and all claims against Consultant for such termination.
- e. If this Agreement is terminated by either party, Consultant shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

14) EXTENT OF AGREEMENT AND AMENDMENTS

- a. This Agreement, including any attachments and the Terms and Conditions, represents the entire agreement between the Client and Consultant and supersedes all prior negotiations, representations or agreements, written or oral.
- b. Client may furnish to Consultant a signed copy of this Agreement by scanned or facsimile media and Consultant may rely upon the authority of such media.
- c. A signed Agreement constitutes a notice to proceed in the absence of any written directive otherwise from Client.
- d. This Agreement may be amended only by written instrument duly executed by both Client and Consultant. For purposes of signatures on any amendments, Client and Consultant agree that e-mail directives, or scanned or faxed signatures are acceptable and that each party may rely upon the authority of such communications.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CLIENT: City of Pocatello, Idaho
 ADDRESS: PO Box 4169
 Pocatello, ID 83205

T-O Engineers, Inc.
 9777 Chinden Blvd.
 Boise, Idaho 83714

BY: Brian C. Blad

BY: Nathan Cuvala, P.E.

TITLE: Mayor

TITLE: Project Manager

SIGNATURE: *BBB*

SIGNATURE: *Nathan Cuvala*

DATE: 2/5/15

DATE: 2/13/15

APPROVED BY LEGAL:

Date 1/29/15 Atty Byron

Approved at 2/5/15 Council Mtg.

EXHIBIT A

**DESCRIPTION OF PROJECT AND
SCOPE OF PROFESSIONAL SERVICES**



EXHIBIT A

Pocatello Regional Airport (PIH)

Pocatello, Idaho

PREPARE CATEGORICAL EXCLUSION

NON AIP PROJECT

The Pocatello Regional Airport and the City of Pocatello intends to proceed with project tasks related to obtain a Categorical Exclusion for maintenance to the existing water system, sewer system and road system at the Pocatello Regional Airport. The proposed improvements include the replacement of existing water and sewer main, abandoning existing wells, construction of new wells, construction of a water storage tank and booster pumps, and an overlay of an existing road.

Categorical Exclusion (CATEX)

The CATEX will address environmental impacts of the proposed infrastructure improvements. As part of the FAA's Airport Improvement Program, (AIP) any development that will be shown on the approved Airport Layout Plan requires some level of National Environmental Policy Act (NEPA) review. It is assumed an FAA Northwest Mountain Region Categorical Exclusion Checklist will be adequate to meet these requirements.

The CATEX will be developed in accordance with NEPA Implementing Instructions for Airport Actions, and Order 1050.1E, Environmental Impacts: Policies and Procedures (Change 1). The support functions for the CATEX include the following elements and tasks:

1.0 Administration

1.1 Prepare Scope of Services, Fee Estimate and Professional Services Agreement. Define Scope of Services, schedule, formulate the project approach and overall project management. List work tasks in spreadsheet form including man-hours, hourly rates and lump sum fees. Draft Professional Services Agreement. Review Agreement and finalize.

1.2 Advise Owner of FAA compliance documentation and procedural requirements. Provide support to the Owner for coordination and guidance through the CATEX process.

2.0 Prepare Draft Categorical Exclusion. This element will provide for the preparation and submittal of a draft Categorical Exclusion for Owner and FAA review including quality control/quality assurance of project documents and coordination with the Client and FAA.

2.1 Prepare Exhibits for all project elements and review with Owner.

2.2 Prepare FAA Northwest Mountain Region Categorical Exclusion Checklist for the proposed improvements.

2.3 Coordinate with Owner and FAA as required to complete the draft Categorical Exclusion.



3.0 Prepare Final Categorical Exclusion

- 3.1 Revise draft Categorical Exclusion Checklist to incorporate FAA and Owner comments and submit to FAA for approval.

Fee

The Not to Exceed Fee for this project is estimated at **\$3,857.50**. A breakdown of fee is included in **Exhibit B**.

EXHIBIT B
BASIS OF COST ANALYSIS

Pocatello Regional Airport
 Categorical Exclusion for Infrastructure Maintenance
 Professional Services Agreement
 Labor Worksheet

Non AIP
 Exhibit B
 Basis of Cost Analysis
 January 6, 2015

Task	Description	Personnel Hourly											Total Hours	Fee
		PP	PM	PE	PLN	EIT	CM	INS	CT	SM	SV	Adm.		
		\$175	\$145	\$125	\$75	\$75	\$120	\$80	\$65	\$120	\$95	\$65		
SECTION 1 - Categorical Exclusion														
Element 1.0 - Administration														
1.1	Scope of Work, Estimate and Agreement		1	2								1	4	\$ 460.00
1.2	Advise and Coordinate with Owner and FAA		2	0.5									2.5	\$ 352.50
Subtotal, Phase 1.0		0	3	2.5	0	0	0	0	0	0	0	1	6.5	\$ 812.50
Element 2.0 - Prepare Draft Categorical Exclusion														
2.1	Prepare Project Exhibits		1		2	2							5	\$ 445.00
2.2	Prepare Draft Categorical Exclusion		2	1	18								21	\$ 1,765.00
2.3	Coordinate with FAA and Owner		2	1									3	\$ 415.00
Subtotal, Phase 3.0		0	5	2	20	2	0	0	0	0	0	0	29	\$ 2,625.00
Element 3.0 - Prepare Final Categorical Exclusion														
3.1	Revise and Prepare Final Categorical Exclusion		1		3								4	\$ 370.00
Subtotal, Phase 3.0		0	1	0	3	0	0	0	0	0	0	0	4	\$ 370.00
TOTAL ALL Tasks 1-3		0	9	4.5	23	2	0	0	0	0	0	1	39.5	\$3,807.50

**Categorical Exclusion for Infrastructure Maintenance
Exhibit B
Basis of Cost Analysis
January 6, 2015**

Phases 1 - 3

Classification	Title	Hours	Rate/Hour	Cost
PP	Project Principal	0	\$175.00	\$0.00
PM	Project Manager	9	\$145.00	\$1,305.00
PE	Professional Engineer	4.5	\$125.00	\$562.50
PLN	Project Planner	23	\$75.00	\$1,725.00
EIT	Engineer-In-Training	2	\$75.00	\$150.00
CM	Construction Manager/Specifier	0	\$120.00	\$0.00
Insp	Inspector	0	\$80.00	\$0.00
CT	CADD Technician	0	\$65.00	\$0.00
SM	Survey Manager	0	\$120.00	\$0.00
Surv	Surveyor	0	\$95.00	\$0.00
Adm.	Administrative Assistant	1	\$65.00	\$65.00
Totals:		39.5		\$3,807.50
Average Rate/Hour			\$96.39	
None				\$0.00
Subtotal, Subconsultant Fees:				\$0.00
Description	Number	Unit Cost	Cost	
Vehicle Travel (Per Mile)	0	\$0.55	\$0.00	
Lodging (Per Night)	0	\$100.00	\$0.00	
Airline Travel (Per Roundtrip)	0	\$425.00	\$0.00	
Meals (Lump Sum)	0	\$75.00	\$0.00	
Computer - CADD (Per Hour)	0	\$5.00	\$0.00	
GPS Survey Equipment (Per Hour)	0	\$55.00	\$0.00	
Document Reproduction (Lump Sum)	1	\$50.00	\$25.00	
Phone, Fax, Postage, Document Recording (Lump Sum)	1	\$100.00	\$25.00	
Subtotal, Reimbursable Expenses				\$50.00
				\$3,857.50

EXHIBIT A

Pocatello Regional Airport (PIH)

Pocatello, Idaho

PROJECT PIPE

PHASE 1 ENVIRONMENTAL ANALYSIS

NON-AIP PROJECT

The Pocatello Regional Airport and the City of Pocatello intend to proceed with project tasks related to evaluating the possible environmental impacts of Project Pipe at the Pocatello Regional Airport. The proposed improvements include the construction of a Polyvinyl Chloride (PVC) pipe manufacturing facility and associated infrastructure improvements. The proposed infrastructure improvements include the extension of an existing road and associated wet utilities including water and sewer. The project will also include the rehabilitation of existing rail lines and the construction of new rail line spurs to serve the project.

Although the project will not be funded with FAA AIP funds, the FAA is requiring some level of environmental analysis for this project. It is current FAA policy that *any* implementation of development shown on the airport's approved Airport Layout Plan (ALP) (existing and future) requires some level of National Environmental Policy Act (NEPA) review. At this time, the level of environmental analysis for this project required to satisfy the FAA's policy is undetermined. A Categorical Exclusion Form (CATEX) is preferred by the City however the FAA has concerns that possible environmental impacts of the Project Pipe facility may trigger the need for an Environmental Assessment (EA). Per the FAA, potential impacts that may trigger the EA include tribal issues, air quality (the airport is located on an EPA recognized non-attainment area as it is located within the external boundaries of the Shoshone Bannock Reservation), hazardous materials/waste as a result of the Project Pipe manufacturing process, and potential cultural resources impacts.

Via coordination with the FAA, it was determined that one of the most effective and efficient options to determine whether a CATEX or EA will be required for this project is to complete a preliminary analysis of the potential impact on those environmental impact categories listed above. The FAA will review and use this analysis to coordinate with the Tribe. Findings of this analysis and feedback from the Tribe should be sufficient for the FAA to determine if a CATEX or EA will be required to move forward.

This scope of work does not include the preparation of a CATEX or EA document. It only includes preliminary analysis of the impact categories discussed above. ***All data collected and analysis completed as part of this preliminary effort can and will be used in the CATEX or EA documents – efforts will not be duplicated.***

The data collection and analysis will be performed in accordance with NEPA Implementing Instructions for Airport Actions, FAA Order 1050.1E, Environmental Impacts: Policies and Procedures (Change 1), FAA Order 5050.4B, Airport Environmental Handbook, and FAA Aviation Emissions and Air Quality Handbook, version 3.

The following outlines the scope of work and associated elements and tasks to complete this effort:

- Element 1 - Project Management and Administration**
- Element 2 - Environmental Impact Category Analysis**



1.0 Project Management and Administration

- 1.1 Prepare Scope of Services, Fee Estimate and Professional Services Agreement. Define Scope of Services, schedule, formulate the project approach and overall project management. List work tasks in spreadsheet form including man-hours, hourly rates and lump sum fees. Draft Professional Services Agreement. Review Agreement and finalize.
- 1.2 Advise Owner of FAA compliance documentation and procedural requirements. Provide support to the Owner for coordination and guidance through the environmental process.
- 1.3 General Project Management duties throughout the project.

2.0 Data Collection. This element will provide for the collection of data on the environmental impact categories identified by the FAA in their letter date January 8, 2015. These categories include review of possible impacts to Tribal Code and Plans, Air Quality, Hazardous Materials and Cultural Resources. This task also includes coordination with the Owner, FAA and subconsultant.

- 2.1 Prepare Exhibits for all project elements and review with Owner.
- 2.2 Coordinate with the City of Pocatello to collect information on Project Pipe and the possible associated impacts to the Shoshone Bannock Tribe, Air Quality, Hazardous Materials and Cultural Resources.
- 2.3 Review existing Shoshone Bannock Tribal Code and Comprehensive Plan for possible impacts, conflicts or permitting requirements the construction and future operation of the facility may have.
- 2.4 As the Pocatello Regional Airport is within an Environmental Protection Agency (EPA) Non-Attainment Area, an Air Quality Analysis will be required. This analysis will be performed by a qualified subconsultant. The analysis will include analysis of the impacts of the construction of the facility as well as the possible impacts once the facility is operational.
- 2.5 Review possible Hazard Materials, Pollution Prevention and Solid Waste impacts of the construction of the facility as well as the possible impacts once the facility is operational.
- 2.6 Review possible Historical, Architectural, Archeological and Cultural Resource impacts. As part of a previous project, a cultural resource survey of the project area was performed. This data will be reviewed to identify any possible impacts the construction of the facility may have.
- 2.7 Coordinate with the Owner, FAA, and subconsultant throughout the Data Collection process as required.

Fee

The Time and Materials Not to Exceed Fee for this project is estimated at **\$15,850.00**. A breakdown of fee is included in **Exhibit B**.

Phase 1 Environmental for Project Pipe

Exhibit B

Basis of Cost Analysis

February 9, 2015

Phases 1 - 3

Classification	Title	Hours	Rate/Hour	Cost
PP	Project Principal	0	\$175.00	\$0.00
PM	Project Manager	33	\$145.00	\$4,785.00
PE	Professional Engineer	8	\$125.00	\$1,000.00
PLN	Project Planner	32	\$75.00	\$2,400.00
EIT	Engineer-In-Training	2	\$75.00	\$150.00
CM	Construction Manager/Specifier	0	\$120.00	\$0.00
Insp	Inspector	0	\$80.00	\$0.00
CT	CADD Technician	0	\$65.00	\$0.00
SM	Survey Manager	0	\$120.00	\$0.00
Surv	Surveyor	0	\$95.00	\$0.00
Adm.	Administrative Assistant	1	\$65.00	\$65.00
Totals:		76		\$8,400.00
Average Rate/Hour			\$110.53	
Northwind - Air Quality Analysis and Tribal Code Review				\$7,400.00
Subtotal, Subconsultant Fees:				\$7,400.00
Description	Number	Unit Cost	Cost	
Vehicle Travel (Per Mile)	0	\$0.55	\$0.00	
Lodging (Per Night)	0	\$100.00	\$0.00	
Airline Travel (Per Roundtrip)	0	\$425.00	\$0.00	
Meals (Lump Sum)	0	\$75.00	\$0.00	
Computer - CADD (Per Hour)	0	\$5.00	\$0.00	
GPS Survey Equipment (Per Hour)	0	\$55.00	\$0.00	
Document Reproduction (Lump Sum)	1	\$25.00	\$25.00	
Phone, Fax, Postage, Document Recording (Lump Sum)	1	\$25.00	\$25.00	
Subtotal, Reimbursable Expenses			\$50.00	
				\$15,850.00

AGENDA ITEM

NO. 8

Olsen, Tiffany

From: Olsen, Tiffany
Sent: Wednesday, February 04, 2015 2:01 PM
To: Orr, Michael; Ryan Ward; Caroline Wight; Linda Tigert (lindat@bannockcounty.us); Russ Meyers; Cynthia Hill; Darlene Gerry; Blad, Brian; Larry Fisher
Cc: Crowell, Lonnie
Subject: FW: Review of Airport TIF District Financing
Attachments: Project Pipe Increment Analysis Feb 2015.pdf

Good Afternoon:

Pursuant to the requests of the Board members in attendance at the January meeting, please see the following email from Joyce. This item is on the agenda for discussion for February 18th if you should have any questions/comments. Thank you.

From: Stroschein, Joyce
Sent: Wednesday, February 04, 2015 11:42 AM
To: Olsen, Tiffany
Subject: Review of Airport TIF District Financing

Tiffany,

I contacted the Chief Financial Officer for the Project Pipe Company. Here is an update on the conversation regarding the potential construction project.

The Company is obtaining Industrial Revenue Bonds for the construction of this facility. This is not the first time they have used this financing option. The Industrial Revenue Bonds has a construction limitation of \$20 million for facility and new equipment. Pipe's construction plans are to build an \$18 million project which leaves contingency room for construction issues.

The Industrial Revenue Bonds also have a limitation in purchasing new equipment or expanding facilities for a six year window. There window would be 2013 -2019 calendar years. They plan to get around this by bringing in older equipment from their other facilities. *Note: they can purchase new equipment in the winter of 2019.*

I have attached a cash pro-forma to determine cash needs thru calendar 2018. I made conservative assumptions with only \$18 million in increased increment less the personal property exemption. You will note the numbers are very tight and in January 2017 there would be the potential need for the General Fund to transfer monies to the Airport TIF District. The amounts are small and would be currently available in the General Fund. You could also make the decision to transfer an amount in the beginning to provide cash cushion for these potential issues. Remember my numbers are conservative and there is also the potential for the construction to be greater than \$18 million but less than \$20 million.

My assessment is the project is still financially acceptable, but would require monitoring to respond to potential issues in the early years of the loan.

Sincerely,

Joyce

Joyce A. Stroschein CPA CGFM

**Review of Airport TIF District
2/1/2015**

12/31/2014	Cash Balance	\$ 158,011.25	
FY 2015	FY15 estimated tax collected	\$ 112,271.00	
12/31/2015	adjusted balance	\$ 270,282.25	
1/15/2016	less Payment # 1 Due	\$ (202,747.00)	
1/15/2016	adjusted cash balance	\$ 67,535.25	
FY 2016	FY16 estimated tax collected	\$ 112,271.00	<i>Note: this will probably be higher depends on when the construction closes</i>
12/31/2016	adjusted cash balance	\$ 179,806.25	
1/15/2017	less Payment #2 Due	\$ (187,387.00)	
1/15/2017	adjusted balance	\$ (7,580.75)	
1/15/2017	Transfer from General to cover	\$ 7,580.75	
1/15/2017	adjusted balance	\$ -	
FY 2017	FY17 estimated tax collected	\$ 454,843.00	<i>Assumption: increment value \$18million less \$100,000 personal property exemption</i>
12/31/2017	adjusted balance	\$ 454,843.00	
1/15/2018	less Payment #3 Due	\$ (445,630.00)	
1/15/2018	adjusted balance	\$ 9,213.00	

Olsen, Tiffany

From: Olsen, Tiffany
Friday, January 23, 2015 2:58 PM
To: Caroline Wight; Cynthia Hill; Darlene Gerry; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Larry Fisher; Linda Tigert (lindat@bannockcounty.us); Crowell, Lonnie; Kendell, Konni; McCullough, Cindy; Quayle, Merril; Orr, Michael; Russ Meyers; Ryan Ward; Stroschein, Joyce; Olsen, Tiffany
Subject: CANCELLATION OF SPECIAL MEETING
Attachments: Minutes Jan 21 15.doc
Importance: High

YES: Tigert, Hill,
Fisher, Meyers, Gerry,
Ward, Wight
NO:

Good Afternoon:

At the regular PDA Meeting this week, a Special Meeting was tentatively set for Monday, January 26th at 9:00 a.m. to discuss the conversation Mayor Blad, Chair Orr, and Lon Crowell had with Project Pipe. The Board gave permission for these three individuals to convey to Project Pipe (after the tax increment numbers were verified and sufficient to service the debt) that the PDA is prepared to sign a loan agreement for the infrastructure improvements as soon as Pipe executes a Lease Agreement with the City and a Contract with a Construction Contractor for the facility. The call was held today at 11:00 a.m. Pipe is waiting for a second bid from a prospective Contractor and therefore is not ready to execute any agreements. The tax increment numbers should be verified by J. Stroschein by Tuesday, Jan. 27th. Therefore, for those that were in attendance + Wednesday's meeting, there is no Special Meeting on Monday.

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Please reply to this email with your vote.

Vote YES – means move forward with the judicial foreclosure

Vote NO – means to seize all action and request a billing from Christensen immediately

If Pipe selects a Contractor before the PDA's next meeting on February 18, 2015, I will notify you with at least 48 hours of a Special Meeting date/time.

If you have any questions, please do not hesitate to ask. Thank you and have a nice weekend.

Tiffany G. Olsen
Paralegal/Assistant to the City Attorney
City of Pocatello

Olsen, Tiffany

From: Linda Tigert <lindat@bannockcounty.us>
Date: Monday, January 26, 2015 7:20 AM
To: Olsen, Tiffany
Subject: RE: CANCELLATION OF SPECIAL MEETING

Tiffany –

I vote yes to move forward with the judicial foreclosure of the leasehold interest as discussed at the regularly scheduled January 21st meeting of the PDA provided that the judicial process can be accomplished within the financial parameters outlined.

Linda Tigert

Planning Director
Bannock County Office of Planning & Development
5500 South Fifth Avenue
Pocatello, Idaho 83204

Phone: 208-236-7230 Fax: 208-232-2185

From: Olsen, Tiffany [mailto:tolsen@pocatello.us]

Sent: Friday, January 23, 2015 2:58 PM

To: Caroline Wight; Cynthia Hill; Darlene Gerry; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Larry
Orr; Linda Tigert; Crowell, Lonnie; Kendell, Konni; McCullough, Cindy; Quayle, Merrill; Orr, Michael; Russ Meyers; Ryan
Ward; Stroschein, Joyce; Olsen, Tiffany

Subject: CANCELLATION OF SPECIAL MEETING

Importance: High

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Olsen, Tiffany

From: Cynthia Hill <hillcynt@isu.edu>
Sent: Saturday, January 24, 2015 4:28 PM
To: Olsen, Tiffany
Cc: Caroline Wight; Darlene Gerry; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Larry Fisher; Linda Tigert (lindat@bannockcounty.us); Crowell, Lonnie; Kendell, Konni; McCullough, Cindy; Quayle, Merril; Orr, Michael; Russ Meyers; Ryan Ward; Stroschein, Joyce
Subject: Re: CANCELLATION OF SPECIAL MEETING

Yes.

Cindy Hill

On Fri, Jan 23, 2015 at 2:58 PM, Olsen, Tiffany <tolsen@pocatello.us> wrote:

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Please reply to this email with your vote.

Vote YES – means move forward with the judicial foreclosure

Olsen, Tiffany

From: Larry Fisher <larry@blackswaninn.com>
Sent: Saturday, January 24, 2015 12:08 AM
To: Olsen, Tiffany
Cc: Caroline Wight; Cynthia Hill; Darlene Gerry; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Linda Tigert (lindat@bannockcounty.us); Crowell, Lonnie; Kendall, Konni; McCullough, Cindy; Quayle, Merril; Orr, Michael; Russ Meyers; Ryan Ward; Stroschein, Joyce
Subject: Re: CANCELLATION OF SPECIAL MEETING

Yes,
Larry

On Fri, Jan 23, 2015 at 2:58 PM, Olsen, Tiffany <tolsen@pocatello.us> wrote:

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Please reply to this email with your vote.

Vote YES – means move forward with the judicial foreclosure

Vote NO – means to seize all action and request a billing from Christensen immediately

Olsen, Tiffany

From: Russ Meyers <russmeyers@gmail.com>
Sent: Friday, January 23, 2015 5:36 PM
To: Yahoo
Cc: Ryan Ward; Olsen, Tiffany; Caroline Wight; Cynthia Hill; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Larry Fisher; Linda Tigert (lindat@bannockcounty.us); Crowell, Lonnie; Kendell, Konni; McCullough, Cindy; Quayle, Merrill; Orr, Michael; Stroschein, Joyce
Subject: Re: CANCELLATION OF SPECIAL MEETING

Yes.

Russ

On Jan 23, 2015, at 3:42 PM, Yahoo <dar3839@yahoo.com> wrote:

Yes.

Darlene

Sent from my iPhone

On Jan 23, 2015, at 2:37 PM, Ryan Ward <RWard@ccb-idaho.com> wrote:

I will move for approval of judicial foreclosure proceedings so long as costs remain within those parameters we have approved and Craig Christensen noted in our last Board meeting. (or simply a Yes if we don't have to document a motion and second).

Ryan

Ryan Ward
Executive Vice President
Citizens Community Bank
208-239-8637 (direct line)
208-241-1358 (cell)
NMLS# 580433
<image001.jpg>

From: Olsen, Tiffany [<mailto:tolsen@pocatello.us>]
Sent: Friday, January 23, 2015 2:58 PM
To: Caroline Wight; Cynthia Hill; Darlene Gerry; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Larry Fisher; Linda Tigert (lindat@bannockcounty.us); Crowell, Lonnie; Kendell, Konni; McCullough, Cindy; Quayle, Merrill; Orr, Michael; Russ Meyers; Ryan Ward; Stroschein, Joyce; Olsen, Tiffany
Subject: CANCELLATION OF SPECIAL MEETING
Importance: High

Good Afternoon:

Olsen, Tiffany

From: Yahoo <dar3839@yahoo.com>
Sent: Friday, January 23, 2015 3:42 PM
To: Ryan Ward
Cc: Olsen, Tiffany; Caroline Wight; Cynthia Hill; Tranmer, Dean; Doran Lambson; Jaglowski, Michael; John Regetz; Larry Fisher; Linda Tigert (lindat@bannockcounty.us); Crowell, Lonnie; Kendell, Konni; McCullough, Cindy; Quayle, Merril; Orr, Michael; Russ Meyers; Stroschein, Joyce
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Olsen, Tiffany

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Olsen, Tiffany

From: Caroline Wight <carolinew@sd381.k12.id.us>
Sent: Friday, January 23, 2015 3:21 PM
To: Olsen, Tiffany
Subject: Re: CANCELLATION OF SPECIAL MEETING

Yes

On Fri, Jan 23, 2015 at 2:58 PM, Olsen, Tiffany <tolsen@pocatello.us> wrote:

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PROOF OF PUBLICATION

STATE OF IDAHO
County of Bannock

LN 22228

KAREN MASON

being first duly sworn on oath deposes and says: that SHE was at all times herein mention a citizen of the United States of America more than 21 years of age, and the Principal Clerk of the Idaho State Journal, a daily newspaper, printed and published at Pocatello, Bannock County Idaho and having a general circulation therein.

That the document or notice, a true copy of which is attached, was published in the said IDAHO STATE JOURNAL, on the following dates, to-wit:

Feb.11	2015	Feb	2015
	2015	Feb	2015
	2015	Feb	2015
	2015	Feb	2015

That said paper has been continuously and uninterruptedly published in said County for a period of seventy-eight weeks prior to the publication of said notice of advertisement and is a newspaper within the meaning of the laws of Idaho.

STATE OF IDAHO
COUNTY OF BANNOCK

K Mason

On this 11th of Feb. in the year of 2015, before me, a Notary Public, personally appeared KAREN MASON Known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn declared that the statements therein are true, and acknowledge to me that he executed the same.

Notary of Public

Bobette Susan Tubbs

Residing at Pocatello exp 7/20/15

POCATELLO DEVELOPMENT AUTHORITY NOTICE OF FILING 2014 ANNUAL REPORT AND PUBLIC MEETING TO REPORT FINDINGS AND TAKE PUBLIC COMMENT

Notice is hereby given that the Pocatello Development Authority, an urban renewal agency, (the "Agency") will hold a meeting on Wednesday, February 18, 2015, at the hour of 11:00 a.m., in the Paradise Conference Room at Pocatello City Hall, 911 North 7th, Pocatello, Idaho, to present its 2014 Annual Report of activities and to take comments from the public regarding those activities pursuant to Idaho Code §50-2006(c). A copy of the 2014 Annual Report was filed with the City of Pocatello and is available at the office of the City Clerk for examination during regular business hours. Persons wishing to examine a copy of the Agency's 2014 Annual Report or requesting other information may also contact Mr. Lon Crowell, Executive Director of the Pocatello Development Authority at the City of Pocatello Planning and Development Services Department at 208-234-6184.

The Paradise Conference Room at City Hall, as well as ingress and egress, are accessible to the disabled. Interpreters for persons with hearing impairments and/or taped information for persons with visual impairments can be provided upon five days' notice. For accessibility arrangements please contact the City ADA Coordinator at 234-6248.

February 11, 2015
LN22228



Subject: Notice of Public Meeting - PDA
From: "Olsen, Tiffany" <tolsen@pocatello.us>
Date: 2/4/2015 9:05 AM
To: "'legals@journalnet.com'" <legals@journalnet.com>

Good Morning,

Attached is a legal notice that will need to appear in the Legal section of the newspaper on Wednesday, February 11, 2015. Please send the bill to my attention at the address below on behalf of the Pocatello Development Authority.

If you have any questions, please do not hesitate to contact me.
Thank you.

*Tiffany G. Olsen
Paralegal/Assistant to the City Attorney
City of Pocatello
911 North 7th, P.O. Box 4169
Pocatello, ID 83205
Telephone: (208) 234-6149
Facsimile: (208) 239-6986*

copy

Attachments:

Notice of PDA hrg 2014 annual report.doc

24.0 KB

**POCATELLO DEVELOPMENT AUTHORITY
NOTICE OF FILING 2014 ANNUAL REPORT AND
PUBLIC MEETING TO REPORT FINDINGS AND TAKE PUBLIC COMMENT**

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Publication: Wednesday, February 11, 2015

IDAHO STATE PUBLISHING
PO BOX 431
POCATELLO ID 83204
(208)232-4161

ORDER CONFIRMATION

Salesperson: LORI DAVIE

Printed at 02/04/15 16:54 by lda20

Acct #: 104660

Ad #: 1236099

Status: N

CITY OF POCATELLO
P.O. BOX 4169
POCATELLO ID 83201

Start: 02/11/2015 Stop: 02/11/2015
Times Ord: 1 Times Run: ***
STDP 2.00 X 46.00 Words: 211
Total STDP 92.00
Class: 0001 LEGAL NOTICES
Rate: L2 Cost: 68.59
Affidavits: 1

Contact: TIFFANY OLSEN
Phone: (208)234-6149
Fax#:
Email: tolsen@pocatello.us
Agency:

Ad Descrpt: LN22228 POCATELLO DE
Given by: *
Created: lda20 02/04/15 16:51
Last Changed: lda20 02/04/15 16:54

COMMENTS:

02/04/15 Tiffany emailed ad,sent proof Ld

PUB	ZONE	ED	TP	START	INS	STOP	SMTWTF
J	A	96	S	02/11			

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Tiffany Olsen
Name (print or type)

Tiffany Olsen
Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO STATE PUBLISHING
PO BOX 431
POCATELLO ID 83204
(208)232-4161

ORDER CONFIRMATION (CONTINUED)

Salesperson: LORI DAVIE

Printed at 02/04/15 16:54 by lda20

Acct #: 104660

Ad #: 1236099

Status: N

**POCATELLO DEVELOPMENT
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February 11, 2015

LN22228

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Publication: Wednesday, February 11, 2015

*posted 2/4/15
I mailed to journal
2/4/15*

Olsen, Tiffany

From: Olsen, Tiffany
Sent: Wednesday, February 04, 2015 9:06 AM
To: 'legals@journalnet.com'
Subject: Notice of Public Meeting - PDA
Attachments: Notice of PDA hrg 2014 annual report.doc

Good Morning,

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Paralegal/Assistant to the City Attorney
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