

Pocatello Development Authority

Board of Commissioners Meeting
October 21, 2015 – 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:

Agenda Item No. 1: Whitman Hotel Building. Allen Collins and Jerry Meyers, of CMW, LLC, will be in attendance to discuss the sale of the commercial floor of the Whitman Hotel building in relation to Agreements entered into with the PDA in 2004 and 2009 wherein the PDA provided funding for the remodel/renovation of the building to the Whitman Building, LLC (now CMW, LLC) and The Housing Company.

Agenda Item No. 2: Minutes.

Motion to approve and/or amend Minutes of September 16, 2015.

Agenda Item No. 3: Financial Report.

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

Agenda Item No. 4: Payment Requests/Reimbursements.

(A) Redevelopment Association of Idaho Invoice for Membership Dues and Legislative Match.
(B) Airport Land Release – Services to be provided by TO Engineering in the amount of \$6,995.00.

Agenda Item No. 5: Airport Property Update: Status of Second Appraisal.

Agenda Item No. 6: Hoku Property Update: Status of payment by PDA to City for Hoku property and conveyance of deeds.

Agenda Item No. 7: Approve/amend and the RFP for Realtor services for the Hoku property and Positron property.

Agenda Item No. 8: Election of Officers; Chair, Vice Chair, Treasurer and Secretary.

Upcoming Events:

(A) **NOB District:** Potential for future request of funding for updates to the electrical/transformer systems.

(B) **The PDA Annual Update to the Pocatello City Council – Nov. 12, 2015.** Representatives from the Pocatello Development Authority will discuss the Authority's goals and projects, as well as Council's policies and expectations.

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

Documents
provided by
Myers

Olsen, Tiffany

From: Olsen, Tiffany
Sent: Friday, October 16, 2015 9:48 AM
To: 'Jerry Myers'
Cc: Crowell, Lon; Allen Collins; Richard Creason
Subject: RE: Whitman
Attachments: Reimbursement Agmt. 2009 (PDA and THC).pdf; Agmt. for Advance Funds 2004 (PDA, THC and Whitman Building, LLC).pdf; PDA Minutes 3-18-2009.pdf; PDA Minutes 9-1-2004.pdf; Agmt. for Advance 2004 (PDA and THC).pdf

Thank you, Jerry. Attached are the documents in our possession. I also included the Minutes and the Housing Company materials.

From: Jerry Myers [mailto:Jerry_myers@myers-anderson.com]
Sent: Friday, October 16, 2015 9:43 AM
To: Olsen, Tiffany <tolsen@pocatello.us>
Cc: Crowell, Lon <lcrowell@pocatello.us>; Allen Collins <acollins@coopernorman.com>; Richard Creason <Richard_Creason@myers-anderson.com>
Subject: RE: Whitman

Tiffany,

Thanks for your discussion this morning. This is the only doc I have on this. I don't have any of the PDA/Housing Company docs.

Attached is an email from the Housing Company as well clearing CMW to sell the building and that there is no financial or other similar obligation outstanding.

Thanks and give Allen or I a call if there are questions.

Jerry T. Myers AIA, NCARB
Principal, Architect, Planner
Myers ■ Anderson

From: Crowell, Lon [mailto:lcrowell@pocatello.us]
Sent: Wednesday, October 14, 2015 12:23 PM
To: Jerry Myers <Jerry_myers@myers-anderson.com>
Cc: Olsen, Tiffany <tolsen@pocatello.us>
Subject: Whitman

Jerry,

I just had a meeting with Mike Orr regarding the Whitman and agreement request. Due to the complication of this agreement and our lack of complete understanding as to what occurred and what you are proposing, it is being requested that you put your request in writing so that we can include that in the Agenda for the PDA. We believe that the PDA needs to be clearly informed as to why this decision would be beneficial and for what purpose. We would like to understand a little more of the background information on what clearly happened when this agreement took place so that the PDA can make a fair determination. Please have this information sent to Tiffany Olsen

(tolsen@pocatello.us) by Friday, October 16 so that we may include it with the PDA Board packet. I will be out of town until Tuesday, October 20, so please feel free to contact Tiffany if you have any questions.

Tiffany G. Olsen
Administrative Assistant, Pocatello Development Authority
Paralegal/Assistant to the City Attorney
City of Pocatello
911 North 7th, P.O. Box 4169
Pocatello, ID 83205
Telephone: (208) 234-6149
tolsen@pocatello.us

Have an excellent day,

Lon Crowell, AICP
Director

Planning & Development Services

*Economic Development, Planning,
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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ALLIANCE TITLE - POCATELLO

20905951 2009 MAR 20 PM 04:37:17
Electronically Recorded by Simplifile

After Recording
Return to:

Lauren M. Reynoldson
Spink Butler, LLP
P.O. Box 639
Boise, ID 83701-0639

FOR RECORDING INFORMATION

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT is made on the 19th day of March, 2009, by and between **Downtown Housing Development Limited Partnership**, an Idaho limited partnership ("DHD") and **CMW LLC**, an Idaho limited liability company ("CMW").

RECITALS:

A. DHD is the owner of that certain real property located in Bannock County, Idaho, commonly known as the Whitman Condominiums, and more particularly described as:

Units 1, 4, 5 and 6 of WHITMAN CONDOMINIUMS, according to the Official Plat thereof recorded on February 27, 2009, as Instrument No. 20904335, Official Records of Bannock County, Idaho,

(the "DHD Property").

B. DHD's assignor, The Housing Company, an Idaho non-profit corporation, and CMW and Pocatello Development Authority, an urban renewal agency established under the laws of the State of Idaho ("PDA"), entered into that certain Real Estate Purchase Agreement, dated September 20, 2006, as amended to date (collectively, the "**Agreement**") for the sale to CMW of certain condominium units referenced in the Agreement as the Commercial Condominium portion of Whitman Condominiums, as more particularly described as:

Units 2 and 3 of WHITMAN CONDOMINIUMS, according to the Official Plat thereof recorded on February 27, 2009, as Instrument No. 20904335, official records of Bannock County, Idaho

(the "**CMW Property**"). The DHD Property and the CMW Property are sometimes hereinafter collectively referred to as the "**Property**." All capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

C. DHD and CMW have agreed that as partial consideration to DHD for the purchase and sale of the CMW Property, certain post-closing obligations will be undertaken by DHD and CMW.

D. DHD and CMW desire to memorialize the Agreement and such post-closing obligations.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the recitals above, which are incorporated herein, and the premises and the mutual representations, covenants, undertakings and agreements hereinafter contained, DHD and CMW represent, covenant, undertake and agree as follows:

1. POST-CLOSING OBLIGATIONS. In order to protect and enhance the value of the Property, the parties covenant and agree to comply with the following requirements from and after the Closing Date (collectively, "**Post-Closing Obligations**");

1.1. Historic Tax Credit. DHD shall own and operate the DHD Property, and CMW shall own and operate the CMW Property, all in a manner to ensure DHD's receipt of historic preservation tax credits and to ensure that the historic preservation tax credits are not recaptured.

1.2. No Sale for Five Years. Following CMW's acquisition of the CMW Property, CMW shall not resell or transfer the CMW Property for a period of five (5) years from the date that the Whitman Condominiums is "**placed in service**", as defined by the Federal Internal Revenue Code and Treasury Regulations. Following such five (5) year period, CMW shall deliver to Pocatello Development Authority ("**PDA**") written notice of any executed contract between CMW and any potential buyer for the sale of the CMW Property no less than ten (10) days prior to the scheduled closing of such sale. Such written notice shall be delivered to PDA in care of the City of Pocatello, Attn: Legal Department, P.O. Box 4169, Pocatello, ID 83205-4169.

1.3. Revenues. The estimated rehabilitation expenses to cover a portion of redeveloping the Property are more particularly described in **Exhibit C** to the Agreement (collectively, the "**Rehabilitation Costs**"), which Rehabilitation Costs are being funded, in part, through a grant made by PDA. The portion of such grant used for rehabilitation of the Commercial Condominium shall be repaid to PDA by CMW with any revenues gained by CMW in connection with the development of the Commercial Condominium in excess of five percent (5%) over CMW's return on investment.

1.4. Survival. The Post-Closing Obligations shall survive the recordation of any and all transfers or conveyances of any portion of the Property. The term of the Post-Closing Obligations in connection with subsections 1.1, 1.2 and 1.3 above shall commence on the Closing Date and terminate upon the completion of the Post-Closing Obligations, at which time the parties shall execute and record written evidence of such termination.

2. RECORDING. This Memorandum of Agreement shall be recorded in the official records of the County of Bannock, State of Idaho, shall run with the land, and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, agents, designees, assigns and, if applicable, upon and to each party's respective partners, members, associates, and employees and their successors, agents, designees and assigns.

3. COUNTERPARTS. This Memorandum of Agreement may be signed in any number of counterparts, and once so executed by both parties, each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one (1) complete and binding agreement.

4. ATTORNEYS' FEES. If either party shall default in the full and timely performance of the Post-Closing Obligations or other provisions in the Agreement and said default is cured with the assistance of an attorney for the non-defaulting party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the non-defaulting party shall be reimbursed by the defaulting party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

[end of text]

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

DHD:

CMW:

DOWNTOWN HOUSING DEVELOPMENT LIMITED PARTNERSHIP, an Idaho limited partnership

CMW LLC, an Idaho limited liability company

By: Downtown Housing, Inc., an Idaho corporation, its General Partner

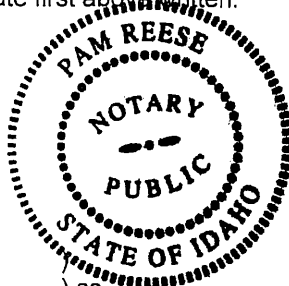
By: [Signature]
Allen Collins, Member

By: [Signature]
Douglas Peterson, Director and COO

STATE OF IDAHO)
County of Ada) ss.

On this 19th day of March, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Peterson, known or identified to me to be the Director and COO of Downtown Housing, Inc., an Idaho corporation and General Partner of Downtown Housing Development Limited Partnership, an Idaho limited partnership, the Idaho limited partnership that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited partnership, and acknowledged to me that such Idaho limited partnership executed the same.

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



[Signature]
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 11/14/2011

STATE OF IDAHO)
County of Bannock)

On this ___ day of 3-20-09, 2009, before me, the undersigned, a Notary Public in and for said State, personally appeared Allen Collins, known or identified to me to be a Member of CMW LLC, the Idaho limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said Idaho limited liability company, and acknowledged to me that such Idaho limited liability company executed the same.

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



[Signature]
Notary Public for Idaho
Residing at _____
My commission expires: _____

RESIDES IN POCATELLO
EXP 06-01-2013

Olsen, Tiffany

From: Kathryn AlMBERG <KathrynA@IHFA.ORG>
Sent: Tuesday, October 13, 2015 10:05 AM
To: Jerry Myers
Cc: Douglas Peterson; Crystal Iverson; Allen Collins; cutlerr@wellsfargo.com
Subject: RE: Whitman Purchase - Memo of Agreement

Jerry,

The Memorandum of Agreement signed by Downtown Housing Development Limited Partnership and CMW LLC on March 19, 2009 contains provision 1.2 "No Sale for Five Years". This was put in place to protect the Historic Tax Credits from recapture in the event of a sale before the five year ownership time frame expired. The Whitman was placed in service 3/27/2009, this five year no sale period has therefore expired and CMW can sell their units. CMW LLC owes no money to DHD or THC under this Memorandum of Agreement.

Please let me know if you need anything further. Good luck on your transaction.

Kathryn AlMBERG | Development Manager
The Housing Company
P.O. Box 6943, Boise, ID 83707-0943
Phone 208-331-4711 | KathrynA@IHFA.ORG
www.thehousingcompany.org

From: Jerry Myers [mailto:Jerry_myers@myers-anderson.com]
Sent: Tuesday, October 13, 2015 9:49 AM
To: Kathryn AlMBERG
Cc: Douglas Peterson; Crystal Iverson; Allen Collins; cutlerr@wellsfargo.com
Subject: Whitman Purchase - Memo of Agreement

Kathryn,

Thanks for getting this done and back to me ASAP. We are trying to close today and this is the last outstanding issue.

The letter or email simply needs to state that there is no monies owed to DHD under this MOA. Thanks.

Thanks again and we will need to catch up on a few things on the building.

Have a great day!

Jerry T. Myers
AIA, NCARB
Principal, Architect, Planner

Myers ■ Anderson Architects
101 North Main Street, Pocatello, Idaho 83204
P 208.232.3741 C 208.251.3476 F 208.232.3782
E jerry_myers@myers-anderson.com
Web Site: <http://www.myers-anderson.com>

**EXHIBIT C
ESTIMATED REHABILITATION COSTS
AS OF 12/01/06**

Building Cost	21,675
Construction Costs/Permits	546,442
Asbestos Removal	11,000
Construction Insurance	3,000
Construction Interest	7,500
Construction Loan Costs	4,350
Engineering/Testing	2,473
Architect Fees	39,079
Environmental Testing	1,760
Legal & Condominium Costs	6,600
Appraisal	1,540
Historic Tax Credit Application & Fees	<u>1,100</u>
Total Estimated Rehabilitation Costs	\$646,519

Real estate transactions are complex transactions involving legal and tax issues. This purchase and sale agreement form and the attached exhibits ("Forms") are provided free of charge by First American Title Company as an accommodation only. In providing these Forms, First American Title Company makes no representations or warranties concerning the appropriateness or fitness of these Forms for any particular purpose or any particular real estate transaction. First American Title Company is not licensed to practice law and is not providing legal or tax advice by furnishing these Forms. Some aspects of your particular real estate transaction may be unique and not contemplated by these Forms. You are advised to seek the advice of a competent attorney, real estate agent or tax professional prior to entering this purchase and sale agreement or any real estate transaction. Your use of these Forms does not and shall not constitute provision of legal advice or the formation of an attorney-client relationship.

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement ("Agreement") is made effective as of Oct 07, 2015 (Effective Date) between CMW LLC (hereinafter "Seller") and WHITMAN LLC (hereinafter "Buyer," and together with Seller, collectively, "the Parties"). The Parties hereby agree as follows:

1. DEFINITIONS:

- a. Closing – The consummation of the sale contemplated by this Agreement as evidenced by Escrow Agent's receipt and delivery of all required funds, documents, and other items in accordance with the terms of this Agreement. Closing shall occur at First American Title Company.
- b. Earnest Money – The amount of \$ 0, which Buyer shall deposit with immediately upon execution of this Agreement with: Seller; or Escrow Agent and to be applied toward the Total Purchase Price at Closing.
- c. Escrow Agent – First American Title Company.
- d. Real Property – The Real Property commonly known as Units 2 & 3 per Condominium map recorded 2/27/2009; Instrument 2004335, and more particularly described as follows (legal description): _____

_____ including all improvements and appurtenances unless otherwise agreed herein or in another writing executed by Buyer and Seller.

- e. Title Commitment – A commitment from Escrow Agent to issue a standard owner's policy of title insurance covering the Real Property in the amount of the Total Purchase Price.
- #### 2. SALE OF REAL PROPERTY.
- Buyer agrees to buy from Seller and Seller agrees to sell to Buyer the Real Property on the terms and conditions set forth in this Agreement.
- #### 3. PURCHASE PRICE.
- Buyer agrees to pay Seller a total purchase price of \$ 210,000 ("Total Purchase Price"), which shall be paid as follows (check all that apply) at Closing:
- Cash. Cash in the amount of \$ 66,000 at Closing.
 - New Loan. Loan proceeds of a new loan obtained by Buyer from a lender other than Seller in the amount of \$ 140,000
 - Seller Financing. At Closing Buyer shall deliver a secured promissory note in the principal amount of \$ _____, payable to Seller in monthly installments over a _____-month period, with interest accruing at the rate of _____% per annum, and secured by a security instrument (e.g., deed of trust) establishing a first position lien against the Real Property in favor of Seller.
- #### 4. CONDITIONS.
- The following conditions precedent must be met before the Parties are obligated to perform (check all that apply):
- Both Parties must execute this Agreement and deposit it with Escrow Agent on or before 11/1, 2015.
 - Buyer must deposit Earnest Money as provided in Section 1.b on or before _____, 20_____.
 - Buyer must obtain a written commitment for financing all or a portion of the Balance of Total Purchase Price at a rate not to exceed _____% per annum.
 - The Real Property must be appraised at a value equal to or exceeding the Total Purchase Price.
 - Buyer must not have objected to the findings of an inspection of the Real Property within ten (10) days of the inspection.
- #### 5. TITLE COMMITMENT.
- As soon as practicable following execution of this Agreement, Seller shall obtain and deliver to Buyer a Title Commitment from Escrow Agent showing marketable and insurable title, subject only to the standard printed exceptions and liens to be discharged at Closing. If Buyer does not object to a non-standard exception contained in the Title Commitment within ten (10) days of receiving it, then Buyer will be deemed to have consented to the terms of the Title Commitment. If Buyer timely objects in writing to a non-standard exception contained in the Title Commitment, Seller shall cause such exception to be removed prior to Closing. If Seller fails or is unable to remove such exception prior to Closing, this Agreement shall be rescinded, the Earnest Money shall be returned to Buyer, and the Parties shall be discharged from further obligation under this Agreement.
- #### 6. CLOSING.
- Closing shall take place as soon as practicable, but in no event later than 11/15, 2015, unless the Parties agree otherwise in writing. At Closing, the Parties shall deliver the following to Escrow Agent:
- a. Buyer shall cause to be delivered the Balance of Total Purchase Price as provided in Section 3 above.
 - b. If a secured promissory note comprises a part or all of the Total Purchase Price, Buyer shall deliver the signed secured promissory note and an instrument sufficient to establish a valid first position lien against the Real Property in favor of Seller.
 - c. Seller shall deliver a duly executed Warranty Deed conveying marketable title to the Real Property to Buyer, subject only to payment of current year's property taxes and any other non-standard exceptions to insurability consented to by Buyer; and a duly executed Seller Property Disclosure Form.
 - d. The Parties shall execute and deliver any closing documents required by Escrow Agent.
 - e. The Parties shall deliver any other funds necessary to effect the intent and purpose of this Agreement.
 - f. (Insert any additional deliveries) _____

* PPA Contingency

Once the Parties have made their deliveries to Escrow Agent as required, Escrow Agent shall 1) record the Warranty Deed (and Security Instrument, if a secured promissory note constitutes part or all of the Total Purchase Price); 2) issue to Buyer a standard owner's policy of title insurance covering the Real Property in an amount equal to the Total Purchase Price; and 3) disburse the net proceeds of the sale (Total Purchase Price less lien payoffs, costs, and prorated items) to Seller.

- 7. **CLOSING COSTS.** Unless the Parties agree otherwise to terms set forth in Section 8 below, Seller shall pay the premium for the standard policy of title insurance to be issued to Buyer. Escrow Agent's fees shall be split equally between Buyer and Seller. Except as otherwise agreed in writing, all taxes, assessments, utilities, and similar items will be prorated as of the date of Closing based on the latest available figures, and the Parties shall make any necessary reconciliation upon obtaining later figures. The Parties shall bear their own costs incurred in obtaining professional advice concerning this Agreement. All other costs and expenses associated with the sale contemplated by this Agreement shall be borne by the Parties in accordance with custom for similar transactions in the local county as determined by Escrow Agent, unless otherwise agreed by the Parties in writing.
- 8. **ADDITIONAL PROVISIONS.** The Parties agree to the following additional provisions not described elsewhere in this Agreement, with any provisions set forth in this Section 8 to control over any inconsistent term or provision elsewhere in this Agreement:

- 9. **PERSONAL PROPERTY.** Unless otherwise provided below, all items of personal property located at the Real Property at Closing shall be transferred to Buyer at Closing. Notwithstanding the foregoing, the following items of personal property are specifically:

- a. INCLUDED WITH THE REAL PROPERTY: _____
- b. EXCLUDED FROM THE REAL PROPERTY: _____

- 10. **POSSESSION AND RISK OF LOSS.** Buyer shall have possession of the Real Property immediately following Closing. Seller shall bear the risk of loss immediately until Closing. In the event of material change to or loss of the Real Property prior to Closing, Buyer shall have the right to terminate this Agreement immediately, in which case the Parties will be discharged from any further obligation under this Agreement.
- 11. **NO COMMISSIONS.** Seller represents it has not retained a real estate broker or agent or entered into any agreement that would cause a commission or finder's fee to become due upon Closing. Seller agrees to indemnify and hold Buyer harmless for any claim for a commission or finder's fee asserted by a real estate broker or agent as a result of Seller's conduct. Buyer agrees to indemnify and hold Seller harmless for any claim for a commission or finder's fee asserted by a real estate broker or agent as a result of Buyer's conduct.
- 12. **DEFAULT AND ATTORNEY FEES.** Except as otherwise provided herein, if failure to close is the fault of Buyer, Buyer shall forfeit unto Seller the Earnest Money as a partial remedy, and Seller may also pursue any other remedies available at law or in equity, including recovery of reasonable costs and attorney fees incurred. Except as otherwise provided herein, if failure to close is the fault of Seller, Buyer may either 1) receive the Earnest Money from Escrow Agent and declare this Agreement terminated; or 2) seek specific performance of this Agreement in addition to any other remedies available at law or in equity, including recovery of reasonable costs and attorney fees incurred.
- 13. **REPRESENTATIONS AND WARRANTIES:** The Parties warrant and represent 1) they have authority to enter this Agreement; 2) they have received adequate disclosure concerning the subject matter of this Agreement; 3) they have had an opportunity to seek legal and tax advice in connection with this Agreement; and 4) they are not relying on any representation (oral or written) or information not expressed explicitly in this Agreement.
- 14. **SEVERABILITY.** If any provision of this Agreement is determined invalid or unenforceable by a court of competent jurisdiction, such provision shall not affect the other provisions of this Agreement, and they shall be effective and enforceable to the fullest extent possible.
- 15. **GOVERNING LAW AND CONSTRUCTION.** This Agreement shall be governed by and construed according to the laws of the State of Idaho. Seller and Buyer hereby agree that this Agreement shall be construed as if drafted equally by each.
- 16. **ADDITIONAL REQUIREMENTS.** The Parties agree to promptly execute all other documents and perform all other acts that may be necessary or advisable to accomplish the purpose and intent of this Agreement.
- 17. **BINDING EFFECT:** This Agreement is and shall be binding on the respective Parties, their heirs, successors in interest, executors, personal representatives, and assigns.
- 18. **ENTIRE AGREEMENT.** This Agreement represents the entire, integrated agreement between the Parties, and it supersedes and replaces all prior written or oral agreements between the Parties except as specifically set forth in this Agreement. This Agreement cannot be altered or amended except as agreed by the Parties in writing.
- 19. **TIME OF ESSENCE.** Time is of the essence in the performance of this Agreement.

SELLER Alan Collins Ben Cole
Tim Whiters Tr Whiters

 (Typed Name)

BUYER Jerry Myers Jerry T. Myers
Richard Cresson

 (Typed Name)

Seller Address: _____
 Seller Phone No.: _____
 Seller Email: _____

Buyer Address: 101 N. Main St. P.O. Co. Id. 83201
 Buyer Phone No.: 208 232 3741
 Buyer Email: Jerry_Myers@Myers-Anderson.com

PDA Documents

AGREEMENT FOR ADVANCEMENT OF FUNDS

WHEREAS, on September 8, 2004, the Pocatello Development Authority (PDA) agreed to fund \$513,000.00 for the rehabilitation of the Whitman Hotel and the Yellowstone Hotel, collectively called the Whitman/Yellowstone Rehabilitation Project to Whitman Building, LLC, conditioned upon splitting the payment between 2005 and 2006, and that the developers for the commercial portion of the Whitman would "refund" any excess revenue (defined as any returns in excess of five per cent (5%) above the return on investment) to the PDA; and

WHEREAS, on March 15, 2006, The Housing Company (THC) and Jerry Myers of Whitman Building, LLC, advised the PDA that the Yellowstone Hotel had been removed from the project by its owner, but THC wanted to continue the project for the Whitman Hotel alone; and

WHEREAS, on April 11, 2006 it was explained to the PDA that with the loss of the Yellowstone Hotel from the original project, the PDA funding needed to be advanced before May 1, 2006 to purchase the Whitman Hotel and pay for additional appropriate development expenses; and

WHEREAS, on April 11, 2006, after discussions with the developer of the project, the PDA voted to authorize the payment of \$256,500.00 to The Housing Company under the terms of an Agreement prepared by legal counsel for the PDA with the caveat that the second payment of up to \$256,500.00 for the project from the PDA is not guaranteed without a separate request and a presentation of estimates, costs, and justification for additional funding at a future meeting. It is the PDA's intent to fund a second payment if the developer demonstrates the project is moving forward with the expected 25 units of affordable rental housing and first floor retail/commercial space, and that at least 50% of the project's total development costs have been invested in the project; and

WHEREAS, The Housing Company wishes to close on the Whitman Hotel no later than May 1, 2006 and requires the PDA funding to proceed with the purchase agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The Housing Company hereby agrees to move forward with the Whitman Hotel project to acquire the property and to develop the same as affordable housing, and is requesting the payment from PDA of \$256,500.00 no later than April 20, 2006, to be used for the purchase of the Whitman Hotel and other appropriate development expenses.

2. The Housing Company and the PDA hereby state their understanding that certain development processes critical to the completion of the project are outstanding (for example: final bids for rehabilitation and issuance of final financial commitments contingent upon finalized costs) which are scheduled to be completed after the May 1 closing. Both parties understand that the rehabilitation of existing historic buildings can involve delays and other difficulties.

3. The PDA agrees to provide \$256,500.00 to The Housing Company no later than April 20, 2006.

4. The Housing Company hereby agrees that, in the event The Housing Company's purchase of the Whitman Hotel fails to close by May 1, 2006, The Housing Company will refund the \$256,500.00 to the PDA. Said refund shall be paid by May 15, 2006.

5. The Housing Company agrees to require in any sales agreement regarding the commercial portion of the Whitman Hotel a contractual provision which states that any revenues gained by the development of said commercial area in excess of five (5) per cent over the developer's return on investment must be paid to the PDA in an amount not to exceed the total funding provided by the PDA.

6. Each party represents to the other that it is authorized to enter into and execute this Agreement, including obtaining of any required resolution of its governing board..

7. This Agreement shall be governed by and construed under the laws of the State of Idaho.

8. This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors; but neither party may assign this Agreement without the express written consent of the other party.

9. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Determination of the prevailing party in any such litigation shall be made on the basis of the factors enumerated in Rule 54(d)(1)(B), Idaho Rules of Civil Procedure, as the same now exists or may subsequently be amended.

10. This document constitutes the entire agreement of the parties with respect to the funding provided by PDA to The Housing Company and supercedes any prior agreements of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of April, 2006.

POCATELLO DEVELOPMENT AUTHORITY
An urban renewal agency under the law of the
State of Idaho

THE HOUSING COMPANY
Developer

By: _____
Steven Brown, Chairman

By: _____
Laura A. Shaffer
Vice President/Chief Operating Officer

STATE OF IDAHO)
)
 ss:
County of Bannock)

On this _____ day of April, 2006, before me, the undersigned, a Notary Public in and for the State, personally appeared Steven Brown, known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires: _____

STATE OF)
)
 ss:
County of)

On this _____ day of April, 2006, before me, the undersigned, a Notary Public in and for the State, personally Laura A. Shaffer, known to me to be the Vice President and Chief Operating Officer of The Housing Company, who executed the foregoing instrument on behalf of said agency, and acknowledged to me that such agency executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires: _____

POCATELLO DEVELOPMENT AUTHORITY
Reconvened Meeting adjourned from September 1, 2004
Minutes for the session held September 8, 2004

Members present: Terry Brower, Steve Brown, Roger Chase, Jim Guthrie, Darsi Johnson, Ken Monroe, Harry Neuhardt, John Ricks

Staff present: Dean Tranmer, City Attorney; Ray Burststed and Char DeWall, Bannock Development

1. Preliminary matters. The meeting was reconvened and called to order by Chairman Neuhardt at 10:01 a.m.

2. Motion to Reconsider. Prior to addressing the bonding option, K. Monroe, who voted in opposition to the Whitman/Yellowstone funding request at the last meeting, **moved for reconsideration (seconded by H. Neuhardt)** of the failed motion regarding the Whitman/Yellowstone funding request. Motion carried unanimously.

It was then **moved by Chase, seconded by Ricks** to grant the funding request, but split the payment between 2005 and 2006, i.e. \$250,000 in 2005, and \$263,000 in 2006, with the provision that the developers for the commercial portion of the Whitman would agree to "refund" excess revenue to the PDA.

Discussion: D. Johnson noted that "excess" was a nebulous term and needed to be clarified by the Board as a whole prior to having legal counsel prepare any agreement, so that there was no question as to the triggering mechanism or the amount. After discussion, members agreed to specify that the agreement should define "excess" as any returns in excess of 5% above the initial investment. D. Tranmer to draft the document for signature by the Chair.

A **substitute motion** was then made by **Guthrie, seconded by Neuhardt**, to continue with plans to retire the Central Corridor District in 2009, except for the Whitman and Yellowstone buildings, which would remain a Revenue Allocation Area until 2017, and to reimburse the developer from those revenues—the developer providing its own financing up front for the "gap" amount.

Discussion: In response to inquiries about procedures, legality, etc., D. Tranmer explained that if the City Council voted to do so, another modification ordinance could be passed to retain only that portion of the revenue allocation area which encompassed the two buildings (plus some surrounding property or right of way to connect them) and to extend the life through 2017. The remainder of the property would be "retired" from the District and the tax revenues from the buildings used to reimburse the developer. Forming a new district is not feasible because the post-development increment would be negligible. J. Guthrie provided an amortization schedule which details payments of approximately \$24,800 semi-annually through 2016. {See attached} Whitman LLC member, Tim Whiteus noted that because the request from the Housing Association was specifically for "gap" financing, it was likely that another source was not available to provide a loan which could be repaid as proposed. Questions were raised about the possibility of a compromise. For example, funding outright only a portion of the request and using increment for reimbursement might be more financially feasible for PDA. T. Whiteus explained that in order for the Housing Association to apply for the tax credits, without which the project isn't possible, all funding must be committed at the time of application. **In response to the call for the question on the substitute motion, Guthrie, Brown, and Neuhardt voted in favor; Monroe, Chase, Johnson, Ricks, and Brower in opposition.**

Discussion regarding the first motion was then resumed. S. Brown expressed disappointment and anger with recent comments and news reports characterizing this Board as not being willing to invest in the future of downtown. PDA and others should take note of the fact that half of the money available for the Central Corridor District has been spent or allocated

for projects in the downtown area—9 million dollars should not be belittled or ignored; it's a huge investment made at the expense of other worthwhile possibilities which cannot now be funded with the Board's limited resources. J. Guthrie noted that he, too, believes the project itself to be worthwhile, but has reservations about the funding. He also stated that it was important to remember that disagreement among any group should be viewed as healthy and a means for expanding viewpoints—that all members of any group benefited from open discussions without acrimony, and that members of this Board all had the best interests of the community in mind. D. Johnson agreed, and pointed out that it was noteworthy that Commissioner Guthrie, in spite of reservations about funding capability and retiring districts as early as possible, went to the effort to suggest a means of funding through reimbursement of this project. H. Neuhardt noted that public personal attacks were inappropriate and not likely to lead to good relations in the future. He then asked whether there was additional discussion on the motion before the Board; hearing none, the question was called.

Voting in favor of the motion made by Chase and seconded by Ricks (see first motion above) were Chase, Ricks, Johnson, Monroe, and Brower. Voting in opposition were Brown, Guthrie, Neuhardt. Motion carried.

Minutes will not be available in time for the record of approval to be included with the application. Therefore, members concurred that the Chair should provide a letter indicating the Board's commitment to the \$513,000.00 expenditure.

Commissioner Johnson also express concern that better efforts be made in future to inform Board members earlier if and when items are to be reconsidered. Chairman Neuhardt extended apologies to those who had not received timely notification.

3. North Yellowstone bonding possibilities. Bruce Allred from Wells Fargo Bank distributed information detailing bond re-payment schedules for fixed-rate, variable-rate, and mixed fix/variable-rate issues. All scenarios are fiscally conservative in that they reflect a 24-year payout on approximately \$7.4 million (\$6 million construction, plus reserves, bond costs, first year's interest, etc.) because of the uncertainty about build-out and ultimate valuation. He reiterated information from the previous session that any fixed rate bonds cannot be paid off earlier than 10 years after sale; variable-rate bonds are structured so that principal payments can be made at any time. Variable rate schedules assume the average rate from the past 11 years, approximately 3.5%. With a mixed rate, if the variable rate begins to rise too sharply, the variable rate portion can be rolled over into the fixed. In response to a question regarding whether it would be possible to obtain a cap, Allred explained that it was possible but somewhat costly--a cap at 5% could be purchased for 2% per million dollars, for example. In regard to the fiscally conservative approach, he also provided information showing "excess" revenue availability for early defeasance. Pay-out on a fixed-rate could be achieved at the end of 2017, for instance, if revenues above the payment schedule were to be banked, gather interest and not spent until sufficient was available for total repayment. After reviewing scenarios for re-payment under variable and mixed schedules, it appeared that repayment would be possible at approximately the same time, regardless of rate style.

At this point, **it was MSC (Chase, Ricks)** to approve financing documents, the resolutions, and accompanying ordinance necessary for a \$7.38 million dollar bond issue repayable on a 24-year amortization schedule, with a provision for repayment of principal at any time after the first ten years. Commissioner Guthrie noted for the record that his vote was to be construed in favor of the fixed-rate scenario, but that he prefers the 15-year payout (17-year district because payout begins 2 years after inception) that was previously discussed. He vigorously supports all efforts to pay off the bonds at the earliest possible time and retire the District. Consensus was that early pay-off was desirable.

Legal counsel was directed to complete all procedures, documents, etc. necessary for the filing and presentation of a petition for judicial validation. Fees required for filing are to be provided as needed.

There being no further business, the meeting was adjourned at 11:15 a.m.



Whitman Building LLC
P.O. Box 715
Pocatello, Idaho 83204

0 v v v

0:10

Date: 30 August 2004

To: Pocatello Development Authority Commission

From: Whitman Building LLC

Subject: Whitman / Yellowstone Rehabilitation Project

At the regularly scheduled August meeting of the Pocatello Development Authority a decision on funding for the Whitman / Yellowstone Rehabilitation Project was tabled for lack of information. Whitman Building LLC apologizes for this oversight. Several attachments are included with this letter in an effort to provide each member of the Commission with the information necessary to make an informed decision. Meetings have been held with as many members of the Commission as possible to discuss the outstanding issues. Whitman Building LLC and Mr. Dale Bowden, representing the prospective developer of the project, met with Mayor Roger Chase, Harry Neuhardt and the PDA Executive Director Ray Burstedt to discuss in depth the Development Cost spreadsheet and other issues. Included below are responses to areas of concern expressed at that meeting. We will endeavor to meet with each member of the PDA Commission prior to the PDA special meeting on Wednesday, September 1st, those members of the Commission who were not available for a personal meeting will be provided with this information packet. Please contact any of the Whitman Building ownership group for additional information or clarification.

Sincerely,

Allen Collins	232-5603	Jerry Myers	232-3741
Tim Whiteus	241-7576	Dick Carroll	251-7628

Outstanding Issues Discussion

Project Cost – Highlights

- No PDA funding goes to the Yellowstone commercial property.
- PDA funding is for non-basis items, not eligible for Tax Credits. See asterisk items in Development Cost attachment.
- PDA funding could come in as late as 2006.
- Housing Construction Payroll = 1.6 million dollars in ~12 months or \$135k / month. Commercial Construction Payroll \$240k / \$20k per month.
- Materials Purchase = >2 million dollars
- Developer fee after re-contribution is 7%. Low by industry standards.
- Developer is re-contributing \$172k to the housing project.
- 3.8 million dollars or 84% of Housing cost provided by Tax Credits.
- Cost to demolish the Whitman is estimated to be in excess of \$600k.

Whitman Building LLC
P.O. Box 715
Pocatello, Idaho 83204

Property Ownership

- Idaho Housing and Finance Association / The Housing Company will own the top three floors of the Whitman and Yellowstone Buildings. Current owners will retain ownership of commercial space.
- IHFA / THC will own or jointly control the common areas of the ground floor of both buildings. <7,000 s.f. available for Whitman commercial.
- 40 year commitment to LMI housing.

Market Survey

- Current unmet demand for 325 LMI units in Bannock County – See Attachment, page 1.
- 2 year wait list for affordable housing units in Pocatello with waiting lists reserving 54 units. See Attachment, page 2
- Lease up expected to be 3-4 months of occupancy approval. See Attachment, page 2
- Demonstrated demand for downtown apartments

Community Support

- Will provide letters of support from Main Street merchants and property owners.
- Will provide letters of support from local housing entities.

Parking

- Planning and Development Services has determined off site parking is not required for this project based on the City's Zoning Code Section 17.44.085 for the Central Commercial District. An informal parking survey is in progress.

Community Issues

- This project is consistent with the goals of the 1993 Downtown Revitalization Plan.
- This project is also consistent with the stated goals of the 2002-2007 Consolidated Plan for Housing and Community Development 2002-2007. – See Attachment, page 4

51 units.

Whitman / Yellowstone Rehabilitation Project

Development Costs

Item	Item Description	Whitman Property	Yellowstone Property	Total Cost	Cost/Unit (51 Units)	Cost/S.F. (26k/27k)
Property Acquisition						
1*	Building Acquisition	84,860	119,750	204,610	4,012	7.58
2*	Land Value	24,740	23,675	48,415	949	1.79
subtotal Property Acquisition		109,600	143,425	253,025	4,961	9.37
Construction						
3	Building & Permits	1,294,500	1,291,450	2,585,950	50,705	95.78
4	Exterior/Common/Structural	443,680	425,000	868,680	17,033	32.17
5	Appliance/Carpets/Drapes	108,000	93,150	201,150	3,944	7.45
subtotal Construction		1,846,180	1,809,600	3,655,780	71,682	135.40
6	Construction Contingency	150,000	100,000	250,000	4,902	9.26
subtotal Items 1 thru 6		2,105,780	2,053,025	4,158,805	81,545	154.03
Interim Costs						
7	Construction Insurance			7,000	137	0.26
8	Construction Interest			21,500	422	0.80
9	Taxes			1,000	20	0.04
10	Construction Loan Fee			17,000	333	0.63
11	Title Fees/Close/Disburse			7,600	149	0.28
12	Legal/Accounting			5,900	116	0.22
13	Soft Cost Contingency			15,000	294	0.56
subtotal Interim Costs				75,000	1,471	2.79
Permanent Loan						
14*	Loan Fee			5,000	98	0.19
15*	Title			900	19	0.03
16*	Legal			1,200	24	0.04
17	Architectural/Engineering Fee			171,000	3,353	6.33
18	Recording			500	10	0.02
19	Soils/Environmental			7,500	147	0.28
20*	Appraisal			6,500	127	0.24
21	Tax Credit Fees			15,000	294	0.56
22	Developer Fee - See Note 1	286,606	246,363	532,969	10,450	19.74
subtotal Permanent Loan		286,606	246,363	740,569	14,522	27.43
Reserves						
23*	Taxes/Insurance Lease Up			60,000	1,176	2.22
24*	Property Management			100,000	1,960	3.70
25*	Organizational Cost			30,000	588	1.11
subtotal Reserves				190,000	3,724	7.03
Total All Items				5,164,374	101,262	191.28

Note 1 "Developer Fee" includes \$172,180 contribution to the project. See Sources and Uses
 * Denotes costs not eligible for the 9% Low Income Housing Tax Credit basis.

MARKET STUDY FOR:

**The Proposed Rehabilitation of the Whitman
and Yellowstone Buildings Into Low-Income
Family Apartments**

Pocatello, Bannock County, Idaho

PREPARED FOR:

Mr. Tim Whiteus
Whitman Building, LLC
P.O. Box 715
Pocatello, Idaho 83204

AS OF:

June 9, 2004

PREPARED BY:

**Mountain States Appraisal
and Consulting, Inc.**

**Scott Fernand, Analyst
and
Moe Therrien, MAI**

MS-6592(A)-04



MOUNTAIN STATES APPRAISAL
AND CONSULTING, INC.
1459 Tyrell Lane, Suite B
Boise, Idaho 83706

July 27, 2004

Jon C. Corlett, MAI
G. Joseph Corlett, MAI, SRA
Maurice J. Therrien, MAI
Darrel Matthews, MAI
Scott R. Haxton, MAI
Alan K. Marchbanks
Scott A. Fernand
Ken Jenkins

Mr. Tim Whiteus
Whitman Building, LLC
P.O. Box 715
Pocatello, Idaho 83204

Re: Market Study for the Proposed Rehabilitation of
The Whitman and Yellowstone Buildings Into
46 Low-Moderate Income Family Apartments
Pocatello, Bannock County, Idaho
MS-6592(A)-04

Mr. Whiteus:

We have completed a market study that addresses supply and demand feasibility factors in regard to the low-moderate income rental market in Bannock County, Idaho. The report considers your proposal to rehabilitate upper floors in the Whitman and Yellowstone Buildings located in the city of Pocatello into 46 apartments that will target occupancy by income-qualifying family households.

It is our understanding the information in this report is a requirement of the Idaho Housing and Finance Association when submitting for a reservation of low-income housing tax credits. The study is also necessary in applications for supplementary funding by the State of Idaho HOME program administrative plan. The presentation of information follows the outline of requested information by those agencies.

This report concludes Bannock County has experienced steady growth in population and employment during the past ten years, and the trend is projected to continue. **Our current estimate of unmet demand for low-moderate income family apartments in Bannock County is in the range of 325 units.** Our conclusion of unmet demand for income-qualifying family apartments in Bannock County is determined by several factors to include:

- 1) current vacancy of the county/city apartment markets,
- 2) consideration of competing projects which are existing, developing, and proposed,
- 3) continued growth of Bannock County households at historic levels,
- 4) an analysis of County census data and current updates provided by Claritas, Inc.,
- 5) the ratio of affordable family rental supply versus qualifying family households.

The project, as proposed, will rehabilitate two historic buildings located in adjoining blocks of the Pocatello "Old Town District" and provide a total of 46 low-moderate income family apartments. All apartments will be located on upper floors with elevator access. The Whitman Apartments will be located on the second, third, and fourth floors, and include three studio apartments with 364 square feet, 24 one-bedroom apartments with various floor plans; the dominant will contain 650 square feet, and three two-bedroom apartments with 930 square feet.

The Yellowstone Apartments will be located on the second and third floors, and include 12 one-bedroom apartments with 650 square feet, and four two-bedroom apartments with 920 square feet. As clarification, the main levels of each building and the fourth floor of the Yellowstone Building, are to be developed separately and are not considered in this market study.

EXECUTIVE SUMMARY

REPORT OVERVIEW

Market Area: Bannock County, a southeastern Idaho County, with current population estimated at 75,600. Steady population and employment growth history – anticipated to continue.

Project: Rehabilitate the upper floors of the historic Whitman and Yellowstone Buildings into 46 family LIHTC apartments.

Market Occupancy: Occupancy for Bannock County, June 2004 survey:
Low-moderate income family complexes: 93.5% with waiting lists reserving 54 units.
Low-moderate income senior complexes: 93.4% with waiting lists reserving 18 units.
Conventional market rate complexes: 94.9%

Supply Ratio Analysis: 10 county (in-balance) low-moderate income family supply/demand ratio: 18.44%
Low population 5 county mean ratio: 24.01%
High population 5 county low mean ratio: 12.88%

Bannock County supply ratio: 7.4%

Bannock County Supply Ratio Conclusion: Undersupply of 325 low-income family apartments

Under Construction/Proposed Construction: Included in analysis – will **not** oversupply market.

Subject Absorption: 15%, or 7 units, expected pre-leased during construction with remaining 39 units leased at a rate of 12 units per month.

LIHTC vs. Market Rents: LIHTC Program Maximum Rents:

	<u>60% AMI</u>	<u>50% AMI</u>
Studio	\$516	\$430
1BR	\$553	\$461
2BR	\$664	\$553

Market Rent Estimates:

Studio - \$436
1BR - \$525
2BR - \$585

(Note: Monthly rent estimates include all utilities)

AMI bracket would inherently increase demand estimates for new units projected by the methodology of considering only households qualifying at 50 percent AMI levels and below. The difficulty in quantifying the number of cross-over conventional rented units currently achieving near program maximum rent levels has the potential to understate available supply and possibly overstate demand for new units. The situation is avoided if demand for new units represented by households qualifying at 50 percent AMI brackets and below is considered as **average minimum demand for new units**.

LIHTC apartment projects allow occupancy by individuals in households with incomes at or below defined percentages of area median income (AMI). U.S. Department of Housing and Urban Development (HUD) specified AMI for Bannock County in 2004 to be \$49,200. At 60 percent AMI, households with incomes less than \$29,520 would qualify for occupancy, at 50 percent AMI, households with incomes less than \$24,600 would qualify for occupancy.

The 2000 Census Data and 2004 updates provided by Claritas, Inc. were utilized to determine current qualifying households within Bannock County. Applying the 2004 Claritas, Inc. household income profile to 2004 AMI levels, reveals an **estimated 5,943 family households to be at or below 50 percent AMI**.

Supply Ratio Statistical Conclusion:

Previous surveys and information supplied by various housing agencies, concludes the total number of existing and developing (under construction and approved for construction) supply of low-income family units in Bannock County to be 438 apartments. **The supply ratio for low-moderate income family households qualifying at or below 50 percent AMI is therefore 7.4 percent.** Recall, the ten county in balance mean ratio was 18.44 percent, for the five most populous counties, the in balance mean ratio was 12.88 percent. Both statistical ratios suggest Bannock County has an undersupply of low-moderate income family apartments. The table on the following page highlights the statistical calculations and conclusions of the net supply deficit.

observations and data obtained directly from Idaho rental markets, can reasonably depict minimum demand characteristics for Bannock County. The supply ratio analysis suggests a net undersupply of low-moderate income family apartments in Bannock County. A review of the apartment occupancy surveys confirms the supply ratio analysis findings by concluding that both conventional rent and low-moderate income family projects in Bannock County are undersupplied with pent up demand.

Against this background of statistical and hands-on market information, it is with reasonable confidence we conclude the development proposal for 46 low-moderate income family units in Pocatello will meet with reasonable market acceptance and not result in an oversupply in the primary market of Bannock County.

Pocatello became an entitlement community for the federal Community Development Block Grant (CDBG) program administered by HUD in 1996. Broadly, the goals under the CDBG umbrella are: 1) provide decent housing, 2) establish and maintain a suitable living environment, and 3) provide expanded economic opportunities. The current City of Pocatello Consolidated Plan for Housing and Community Development 2002-2007 is a report commissioned from BBC Research and Consulting, Denver, Colorado, that was adopted in December 2001 by the city. Briefly, the major goals outlined in the consolidated plan are:

- 1) Maintain an adequate supply of permanent, affordable housing of adequate quality and safety for low/moderate income occupants,
- 2) Reduce homelessness,
- 3) Continue neighborhood revitalization efforts in central neighborhoods, including commercial and residential areas,
- 4) Implement economic development activities that eliminate blight, promote private investment, and expand economic opportunities for low and moderate income persons
- 5) Provide public/social services for low-income families and individuals that complement other community development programs,
- 6) Improve access of low-moderate income residents to quality public and quasi-public facilities, and
- 7) Conduct city planning activities that support housing improvements, neighborhood revitalization, and economic development.

The conclusions of the BBC report lend support to the estimates of unmet demand for low-moderate income rental housing in Bannock County as detailed in this market study. The Pocatello city

KOGER EXCAVATION

P.O. BOX 85
POCATELLO IDAHO 83201
PHONE 237-1386

DATE: 8/27/04

TO: Jerry Myers

ATTN:

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

KOGER QUOTE INCLUDES: To Demo whitman Hotel and fill basement.

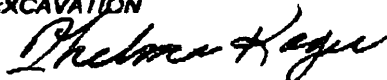
This is an estimate only of \$600,000.00

KOGER QUOTE EXCLUDES: The removal of all asbestos material. Removal of basement walls, because of adjacent buildings, front sidewalk, Back utilities.

TOTAL QUOTE AMOUNT \$

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

VERY TRULY YOURS,
KOGER EXCAVATION



AGREEMENT FOR ADVANCEMENT OF FUNDS

WHEREAS, on September 8, 2004, the Pocatello Development Authority (the "Authority") agreed to advance \$513,000 for Whitman Hotel project, and said agreement did not limit the funds to any particular development activity related to the identified project;

WHEREAS, on September 21, 2004, the Authority agreed to a schedule of advances, which included \$250,000 on November 1, 2005 and \$263,000 on November 1, 2006 and reconfirmed that payment schedule by letter dated January 24, 2005;

WHEREAS, The Housing Company (the "Company") was advised by Ray Burstedt that half of the Authority funds were available, and on October 18, 2005, The Company requested \$256,500 for demolition and selective hazardous material abatement. The Authority denied the request, stating that the funds would be available subsequent to purchase.

WHEREAS, on March 15, 2006, The Housing Company requested and the Authority agreed to advance \$256,500 to the Company to enable the purchase of the Whitman Hotel and pay other development costs at such time as the Company stated a willingness to proceed with the project, with the balance, \$256,500, to be advanced on November 1, 2006.

WHEREAS, the Company is finalizing a purchase agreement for the purchase of the Whitman Hotel, to close no later than May 1, 2006, and must be confident that the funds are available to proceed with the purchase agreement.

NOW THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Company hereby agrees to move forward with the Whitman Hotel project to acquire the property and to develop the same as affordable housing, and is requesting the advance of \$256,500 no later than April 20, 2006, to be used for the purchase of the Whitman Hotel and appropriate development expenses.
2. The Company and the Authority hereby state their understanding that certain development processes critical to the completion of the project are outstanding (for example: final bids for rehabilitation and issuance of final financial commitments contingent upon finalized costs) which are scheduled to be completed after the May 1 closing. Both parties understand that the rehabilitation of existing historic buildings can involve delays and other difficulties.
3. The Authority agrees to advance \$256,500 to the Company no later than April 20, 2006.
4. The Authority further agrees that the balance of the committed funds, \$256,500, will be advanced to the Company on November 1, 2006 provided the Company has incurred costs equal to that sum and can demonstrate due diligence in proceeding with the Whitman Hotel rehabilitation project.
5. The Company hereby agrees that, in the event the purchase of the Whitman Hotel fails to close, it will refund the \$256,500 to the Authority.
6. Each party represents to the other that it is authorized to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby agree to the covenants set forth herein this ____ day of _____, 2006.

THE HOUSING COMPANY

POCATELLO DEVELOPMENT AUTHORITY

By: *Laura A. Shaffer*

Laura A. Shaffer

Vice President/Chief Operating Officer

By: _____

Title: _____

RECEIVED 03-29-06 17:19

FROM- 2083314806

TO-

P002/002



The Housing Company

Date: April 4, 2006
 To: Steve Brown, Chairman, Pocatello Development Authority
 From: Laura Shaffer, Vice President *Laura Shaffer*
 RE: Whitman Hotel Project

This letter is written to provide a brief overview of the status of the Whitman Hotel project, as well as to describe The Housing Company's (THC's) intent to move forward with the "Whitman" project. When we last met with the Pocatello Development Authority (PDA), our understanding was that distribution of PDA funding was contingent on "moving forward" with the project, as well as THC's acquisition of the Whitman Hotel. With emphasis, the PDA indicated it did not want hotel ownership to fall back to the PDA should the project not be completed. Based on withdrawal of the Yellowstone Hotel, and the resulting downsized project scale, both THC and the PDA agreed to take some additional time to pursue the possibility of an additional building for inclusion in the project. This time frame was problematic because the May 1, 2006 closing date for the Whitman Hotel only provided a few weeks to pursue and complete this work.

While THC continues to pursue an additional building and believes such is both desirable and possible, it is also clear that insufficient time remains to accomplish this task prior to May 1, 2006. Just the Historical Tax Credit application may require 60 or more days to successfully complete, for example. This has forced us to examine the prospect of continuing the housing project with just the Whitman building, rather than allowing the entire project to collapse. We recognize the importance the community places on restoring the Whitman, as well as the need for downtown housing opportunities, and have made every effort to structure something that will work for all the parties involved.

THC has made some project adjustments that we believe allow the Whitman building to move forward on a stand-alone basis. Of course, our hope is to eventually add units to this project through another building acquisition. This process is ongoing and may ultimately occur right in step with rehabilitation work on the Whitman. It should be obvious, however, that to move forward now with the Whitman acquisition really requires a consensus that this building can function as a viable development by itself.

In working through this modified Whitman project, we have the following activities and timeline identified in order to meet the May 1, 2006 scheduled closing date:

- Complete a site visit currently scheduled for April 13, 2006, and review and close outstanding development issues with the project architect.
- Execute an agreement for advancement of funds between the PDA and THC by April 11, 2006, and advance funds no later than April 20, 2006.
- Conduct a special Board meeting to obtain THC Board approval for the modified project development before April 20, 2006.

Assuming a successful outcome for each of the above events, THC intends to acquire the Whitman building on May 1st and move forward with the planned rehabilitation and development of 25 housing units along with commercial/retail space on the ground level. As is true for any development such as this,

P.O. Box 6943, (565 West Myrtle, 83702), Boise, ID 83707-0943 • Tel. (208) 331-4890 • Fax (208) 331-4806

RECEIVED 04-04-'06 15:55 FROM- 2083314806 TO- MYERS ANDERSON P002/003

Page Two
Pocatello Development Authority
April 4, 2006

there are yet unforeseen factors that could result in difficulties, and delay or even stop the project from going forward. However, I believe we have jointly done our best to position the project for a successful outcome. Nevertheless, if such difficulties were to arise, THC is prepared to take full ownership responsibility of the Whitman building.

I hope this letter provides an adequate overview of THC's outstanding issues and perspectives on the Whitman project. Please let me know if you have any questions or desire additional information.

cc: Jerry Myers
Richard Stallings
Roger Chase

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is entered into this _____ day of March, 2009, by and between the Pocatello Development Authority, an urban renewal agency organized under the laws of the State of Idaho, hereinafter referred to as “the PDA”, and The Housing Company, an Idaho non-profit corporation, hereinafter referred to as “THC”.

1. Recitals

1.1 The PDA is a public body created as an urban renewal agency pursuant to Idaho Code § 50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency, the PDA is charged with aiding and assisting economic development in Pocatello, Idaho (hereinafter at times “the community”), including assisting developments that will retain and increase available jobs in the community, and is further charged with encouraging such development by private enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code §50-2902, being part of the Local Economic Development Act.

1.2 THC is an Idaho non-profit corporation committed to providing rental housing options for Idaho families and senior citizens, which serves as the management company for affordable housing throughout the State of Idaho. The Whitman Hotel Rehabilitation Project in Pocatello, Idaho, is one of the affordable housing projects under the care and direction of THC.

1.3 On September 19, 2007, THC requested the sum of \$100,000.00 from the PDA to assist with the completion of the Whitman Hotel Rehabilitation Project, which request PDA granted, subject to certain conditions. This expenditure of \$100,000.00 is in addition to, and separate from, the prior grant of \$513,000.00 from the PDA to THC.

1.4 By this Agreement, the PDA and THC wish to memorialize their mutual undertakings and commitments with respect to the commitment of \$100,000.00 by the PDA to THC for the Whitman Hotel Rehabilitation Project.

NOW, THEREFORE, it is agreed by and between the parties hereto, as follows:

2. **PDA'S undertaking**

2.1 To further the completion of the Whitman Hotel Rehabilitation Project, PDA agrees to provide the sum of One Hundred Thousand Dollars (\$100,000.00) to assist with unanticipated expenses incurred in the rehabilitation of the building, which expenses included the construction of additional footings for the building in the basement area, and the erection of a steel skeleton on the inside of the building to ensure structural integrity.

2.2 The amount provided for in Paragraph 2.1, above, shall be paid to THC from the Consolidated Central Corridor District tax increment finance fund. Payment shall be made by the PDA to THC upon execution of this agreement.

2.3 The funds provided for in paragraph 2.1 above shall be in the form of a fifteen year, zero per cent interest loan from the PDA to THC, and repayment in the amount of \$100,000.00 shall be due and payable to the PDA by THC in a single, lump sum payment on or before April 1, 2024.

2.4 The PDA shall consider forgiving the repayment of this loan by THC, in full or in part, at any time prior to April 1, 2024, and upon application by THC for said forgiveness.

3. **THC's undertaking.**

3.1 THC agrees that the funding in the amount of \$100,000.00 provided by the PDA shall be applied to the unanticipated expenses incurred in the rehabilitation of the Whitman Hotel Rehabilitation Project as described in paragraph 2.1 above, and in accordance with Idaho Urban Renewal Laws.

3.2 THC agrees to repay the sum of \$100,000.00 to the PDA on or before April 1, 2024, unless all or part of said amount is forgiven by the PDA.

3.3 It shall be the responsibility of the THC to make a request to PDA for any waiver of repayment of the \$100,000.00.

4.0 **Miscellaneous.**

4.1 This Agreement shall be governed by and construed under the laws of the State of Idaho.

4.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors; but neither may assign this Agreement without the express written consent of the other party.

4.3 In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Determination of the prevailing party in any such litigation shall be made on the basis of the factors enumerated in Rule 54(d)(1)(B), Idaho Rules of Civil Procedure, as the same now exists or may subsequently be amended.

4.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement.

4.5 This document constitutes the entire agreement between the parties with regard to the loan of \$100,000.00 from the PDA to THC. All other agreements of the parties regarding the Whitman Hotel Rehabilitation Project remain unchanged and in tact.

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

POCATELLO DEVELOPMENT AUTHORITY
An urban renewal agency under the laws of the
State of Idaho

THE HOUSING COMPANY, an Idaho
non-profit corporation

By: _____
Steve Brown, Chairman

By: _____
Douglas E. Peterson, Director

STATE OF IDAHO)
)
)
County of Bannock)

On this _____ day of March, 2009, before me, the undersigned, a Notary Public in and for the State, personally appeared Steve Brown, known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
My commission expires:

STATE OF IDAHO)
)
)
County of Ada)

On this _____ day of March, 2009, before me, the undersigned, a Notary Public in and for the State, personally appeared Douglas E. Peterson, known to me or proved to me to be the Director of The Housing Company, who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC FOR IDAHO
Residing in _____
My commission expires:

POCATELLO DEVELOPMENT AUTHORITY MINUTES
Meeting March 18, 2009

Members present: Karl Anderson, Terry Brower, Steve Brown, Roger Chase, Cynthia Hill, Darsi Johnson, Ken Monroe, and Ryan Ward.

Staff present: Robert Chambers, Executive Director; D. Kirk Bybee, Esq. and Darcy Taylor of the City Legal Dept.; and Dave Swindell and Jerry Higgins of the City Finance Dept.

The meeting was called to order at 11: 01 a.m., by **Chairman S. Brown.**

1. Preliminary matters:

A. Guests, Conflicts, and Agenda. No conflicts of interest were declared, and there were no additions to the agenda. No guests were present.

B. Minutes. Minutes of the regular and executive sessions of the February meeting were reviewed, and **it was MSC (K. Anderson, D. Johnson)** to approve those minutes.

C. Financial Report. J. Higgins of the City Finance Department presented the financial report for the month of February. In February, the PDA received cash in the amount of \$19,125.07, which included \$316.18 in interest and tax increment payments of \$18,808.89 (\$17,386.24 for the Central Corridor and \$1,422.65 for North Yellowstone). Expenses for February totaled \$230,556.64, which included an approved payment on the Triangle project in the amount of \$3,764.76, bond holder interest on the North Yellowstone District debt in the amount of \$226,662.50, PDA lunch and bank fees. Mr. Higgins noted that he had inquired with the bank regarding the bank charges being levied against PDA accounts. The bank committed to refunding bank fees for March and February, but J. Higgins noted that it might be time to move the PDA accounts to a different entity, and he committed to reviewing that issue. After a brief discussion **it was MSC (D. Johnson, T. Brower)** to approve the February financial report.

D. Comprehensive Annual Financial Report. Charlie Clark of Deaton & Company, Chtd., appeared before the Board to discuss the Comprehensive Annual Financial Report prepared on PDA's financial records for the fiscal year ending September 30, 2008, and for the nine month period ending December 31, 2007. Mr. Clark presented the independent auditing report and described the governmental auditing standards required to be met in the report. J. Higgins presented the financial statement portion of the Comprehensive Annual Financial Report. (**R. Chase** arrived at 11:09 a.m.) Mr. Clark advised the Board that the issues he reviewed were 1) a check to see if the financial statements fairly represented the financial position of governmental activities; 2) a test to confirm the internal control system is in place; and 3) that the PDA is in compliance with mandated requirements. There were no adverse findings during the review. (**D. Swindell** arrived at 11:12 a.m.) Mr. Clark concluded his report by noting that the Board is doing a better job keeping its financial statements, which was very helpful for auditing purposes. There were no reconciliation problems which were encountered in the past, and conducting the audit was less time consuming. **D. Swindell** advised the Board that completion of the Comprehensive Annual Financial Report was important in the event the Board elected to borrow money or bond on an issue. **D. Johnson** noted that this was the best financial report she had seen during her tenure on the Board.

2. Central Corridor District:

A. Whitman Hotel Project. Darcy Taylor advised the Board that she had been contacted by Kathryn Almborg of The Housing Company with a request for the Board to enter into a Second Amendment to the Sale and Purchase Agreement regarding the Whitman Hotel Project. The Housing Company desired to transfer its interest in the commercial portion of the project to

CMW, LLC, which transfer needed to occur in order for certain tax credits to be realized by The Housing Company. The financial institution working on the sale required a Promissory Note be entered into by the PDA and CMW, LLC, payable to The Housing Company for the \$100,000.00 PDA had committed to The Housing Company for the Whitman Project, which sum was to be paid by the end of 2009. D. Taylor consulted with PDA's legal counsel K. Bybee regarding the requirement of the promissory note, who found the note to be burdensome in light of the fact that the \$100,000.00 commitment to The Housing Company had been made in the form of a fifteen year, no interest loan, with the possibility of converting the loan to a grant. Further discussions with The Housing Company revealed that if the \$100,000.00 commitment could be paid by the PDA to The Housing Company within the month, the financing entity would not require the Promissory Note or the Second Amendment to the Purchase and Sale Agreement. D. Swindell advised the Board that the funds were available if the Board was interested in fulfilling the commitment to The Housing Company at this time, in order to avoid further encumbrances with the Whitman Project, and to complete the PDA's involvement with the project. After further discussion, **it was MSC (R. Ward, C. Hill)** to authorize payment of the final commitment on the Whitman Project in the amount of \$100,000.00 to The Housing Company by the end of March, and to authorize Chairman Brown to enter into and execute a Reimbursement Agreement on behalf of the PDA with The Housing Company, for repayment and/or forgiveness of the funds.

3. PDA Project Application Review:

R. Chambers presented Board members with a copy of the current Project Application Packet, which has not been revised since March, 2004. He explained that once an application is received by the PDA, a review committee consisting of PDA financial officers, the PDA Attorney, and the Executive Director score the application based on the criteria contained in the form to determine if the proposal should be presented to the Board. R. Chambers asked the Board to review the form to see if there are any areas which needed to be amended. **T. Brower** noted that the application is an effective tool for discerning which proposals are reviewed by the Board. Other Board members concurred. R. Chambers asked Board members who discover items they would like to see added to changed to the application to contact him with their suggestions. Otherwise, the application form will be changed to show a revision date of February 2009.

4. Project Update:

S. Brown advised the Board that G. Gilliam was in Washington D.C. but that she is working on three key projects this month. Other projects are still pending, awaiting final decisions based on financial information and funding sources.

5. Adjournment:

There being no further business, it was **MSC (D. Johnson, K. Anderson)** to adjourn the meeting at approximately 11:40 a.m.

No. W 53951	Due no later than Aug 31, 2015 Annual Report Form	2. Registered Agent and Address (NO PO BOX)
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080 NO FILING FEE IF RECEIVED BY DUE DATE		1. Mailing Address: Correct in this box if needed. CMW LLC ALLEN COLLINS 6366 OLD RANCH ROAD POCATELLO ID 83204
4. Limited Liability Companies: Enter Names and Addresses of at least one Member or Manager.		3. <u>New</u> Registered Agent Signature:*
5. Organized Under the Laws of: ID W 53951	6. Annual Report must be signed.* Signature: Allen Collins Name (type or print): Allen Collins Date: 06/22/2015 Title: Member	
Processed 06/22/2015		* Electronically provided signatures are accepted as original signatures.

AGENDA ITEM

NO. 2

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
October 21, 2015

Members present: Chad Carr, Larry Fisher, Cynthia Hill, Howard Manwaring, Michael Orr (Chair), Thomas Ottaway and Scott Smith.

Members absent: Brian Blad and Russell Meyers

Staff present: Lon Crowell, Executive Director; Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer, Joyce Stroschein, City Finance Dept., David Allen, Airport Manager, and John Regetz (ex-officio).

Chair Orr called the meeting to order at 11:03 a.m.

Introductions, Conflicts, and Agenda: Guests in attendance included Jerry Myers and Allen Collins of CMW, LLC (left at 11:47am) and Mike Ennis of Bannock Development Corporation.

1. Action and Discussion Items:

Agenda Item No. 1: Whitman Building LLC. Jerry Myers gave a history of how he became involved with the Old Town Pocatello Foundation and the Housing Authority which ultimately resulted in CMW, LLC's (CMW) acquisition of the first floor commercial space of the Whitman Hotel. In 2004, the PDA granted a loan of \$513,000 to the Housing Company for the development of the residential and commercial space of the Whitman Hotel. Allen Collins advised the PDA that CMW received \$313,000 of those monies to be applied towards the rehabilitation of the commercial space when CMW purchased the property in 2006 for \$650,000. This grant money, and a substantial amount from each investor of CMW, has brought the commercial space to what it is today. CMW listed the commercial space for sale for more than 5 years with no luck. In order to prevent turning the loan back to Wells Fargo, CMW needed to find a buyer that could purchase the commercial space for an amount that would service the debt – ie. Whitman LLC purchased the commercial space for \$210,000 in October 2015. As part of the closing process, the *Memorandum of Agreement* between the Downtown Housing Development LP and CMW, LLC was reviewed by the Title Company. The Title Company asked that in order to obtain clear title to the property, Section 1.3 needed to be resolved. Section 1.3 of the Agreement states "The portion of such grant used for rehabilitation of the commercial condominium shall be repaid to the PDA by CMW with any revenues gained by CMW in connection with the development of the commercial condominium in excess of five percent (5%) over CMW's return on investment." CMW claims between their purchase price, annual contributions and the considerably lower sale price, there is no return on investment for this property. CMW will provide the profit/loss statement as well as any other documentation the PDA requests to verify there has not been a return on investment and therefore no monies are due to the PDA. Once this has been accomplished, CMW is requesting a release or a letter stating there was no return on investment so the obligation has been satisfied so that Whitman LLC will be able to obtain clear title. **S. Smith** asked if this language is limited to the one transaction between CMW and Whitman LLC or if the intent of the provision is to recover the excess of 5% ROI each time the commercial space is sold, up to the amount of the PDA grant. **D. Tranmer** said he would review the language and advise the Board and CMW upon his conclusion. **J. Stroschein** will contact Allen Collins to obtain the financial documents needed.

Agenda Item No. 2: Minutes. The Minutes of the regularly scheduled meeting of September 16, 2015 were reviewed. It was **MSC (C. Hill, C. Carr)** to approve the September Minutes as presented.

Agenda Item No. 3: Financial Reports. **J. Stroschein** presented the Financial Reports for the month of September 2015. At month end the Authority had cash on hand of \$5,743,812.87. The checking account balance was \$3,024,909.83, the savings account was \$746,157.43, and cash being held by Zions Trust amounted to \$1,972,745.61. Pocatello Development Authority recognized normal financial activity during the month of September. The Authority received revenues totaling \$2,284.71 of which \$860.86 was interest earnings on cash invested. The \$1,000.00 received on the note receivable applied \$186.51 towards the principal of the note. Property tax revenue totaled \$1,237.34 for the North Yellowstone District. Expenses for the month totaled \$17,424.26. The expenses included a payment to TO Engineering for the environmental assessment in the amount of \$16,003.45. The administrative expenses were \$1,420.81. Payments were made to ICRMP in the amount of \$1,122.00, Idaho State Journal in the amount of \$118.40 for the budget publication, and the remaining expense was for lunch in the amount of \$180.41. Year to date revenues of \$4,709,875.80 (see page 3) are not greater than expenses of \$5,176,605.43. The General Fund District has a net income YTD of \$2,886,424.71 which includes the 10% administrative fee transfer from this fiscal year. **S. Smith** asked why the Net income is attributed to -\$466,729.63. **J. Stroschein** explained it was due to the PDA spending monies from its reserves throughout the fiscal year. **J. Stroschein** also advised the PDA's checks to (1) the City for the Hoku property for \$300,000, and (2) the reimbursement of \$250,000 to the Howard Hughes Corporation for the demolition of the old Albertson's building, will be issued today. It was **MSC (C. Hill, S. Smith)** to approve the September Financial Report as presented.

Agenda Item No. 4: Payment Requests/Reimbursements.

- (A) Redevelopment Association of Idaho: It was **MSC (S. Smith, T. Ottoway)** to approve the annual membership fee of \$750.00 to the RAI. The additional \$10,000 request for a legislative contribution is tabled for a later meeting, if and when L. Crowell can advise the Board it is in their best interests to make the payment.
- (B) Airport Land Release: D. Allen explained this bill from TO Engineering is for the CatEx for the release of the property from the Airport Layout Plan. D. Allen expects only a CatEx will be required since the request is not project specific and is simply evaluating the property to be removed from the FAA's jurisdiction. Since the removal of this property is in the best interests of attracting and solidifying future development within the PRA TIF District, it was **MSC (C. Carr, C. Hill)** to approve the first invoice of \$4,052.50 from TO Engineering. Any subsequent billings on this project will come back to the PDA for approval.

Agenda Item No. 5: Airport Property Update: Second Appraisal. D. Allen informed the Board he believes he has located a firm to conduct a second appraisal of the Airport property in Boise, ID. As a reminder, the Board approved spending up to \$10,000 on this appraisal at the September meeting. D. Allen anticipates if this firm conducts the appraisal, their fee will be

substantially less since they are in state. He will continue to provide updates as the appraisal process progresses.

Agenda Item No. 6: Hoku Property Update: Status of payment by PDA to City for the Hoku property and conveyance of deeds. J. Stroschein confirmed payment to the City in the amount of \$300,000 would be made today. With this statement, Chair Orr will execute the Quit Claim Deeds on behalf of the PDA (Grantee) and the Agreement Providing for Repayment and Conveyance of Real Property. Chair Orr also advised the Board he has been visiting with a Realtor who has a client interested in acquiring the Hoku property for what the City initially paid for the property. Chair Orr replied that he could not make any commitments on behalf of the PDA and such request should come in writing. S. Smith asked if the property would have to be sold for the appraised value. D. Tranmer advised as long as the purchase is to improve public infrastructure and development, an appraisal is not needed. It could be problematic to obtain an appraisal on a partially dismantled facility.

Agenda Item No. 7: Request for Proposal for Realtor services for the Hoku property and Positron property. L. Crowell prepared the RFP document for the Board's review and approval. S. Smith verified D. Tranmer has reviewed and approved the same. Chair Orr pointed out that if a purchaser was identified through the PDA, the City, BDC or the County, the commission on the sale would be reduced by 40%. S. Smith inquired about the costs associated with issuing the RFP. L. Crowell assumed around \$200 for the publication and printing. It was MSC (T. Ottoway, H. Manwaring) to issue the RFP as presented.

Agenda Item No. 8: Election of Officers. Chair Orr asked for any nominations for the Vice-Chair position. C. Carr nominated L. Fisher. L. Fisher declined. H. Manwaring nominated S. Smith. Nominations for Vice-Chair were closed by MSC (T. Ottoway, H. Manwaring). S. Smith shall be the Vice-Chair. Chair Orr then asked for nominations for the Chair position. H. Manwaring nominated Michael Orr to continue his service in the Chair position. Nominations for Chair were closed by MSC (H. Manwaring, S. Smith) Michael Orr will continue as Chair. Joyce Stroschein and Tiffany Olsen consented to continue in their roles as Treasurer and Secretary.

Upcoming Events:


1. **NOP District:** Chair Orr and Merrill Quayle had lunch with Earl Swift to discuss his future desires for the Naval Ordnance Plant. Swift mentioned he would like to meter the power used by each individual building. This upgrade of equipment will be likely around the \$100,000 figure. L. Crowell recalled the cost being quite a bit more than what Swift quoted. The Board will consider the request once it is reduced to writing.
2. **PDA Annual Update to the Pocatello City Council:** L. Crowell will present the PDA's annual update to the City Council on Thursday, November 12, 2015 at 9:00 a.m.. All Board members are encouraged to attend.
3. **Former Albertson's Building Demolition:** L. Crowell provided the Board notice that the total cost for the demolition of the former Albertson's building was \$370,265. J. Stroschein will issue a check to Alameda Plaza, LLC for the approved demolition reimbursement amount of \$250,000 today.

T. Ottoway expressed his apologies for recent absences at the Board meetings. He then disclosed that the ISU College of Business is looking to lease private office space and could

potentially lease in the Old Town District; specifically in the Myers and Anderson Architect office building or other buildings in the area.

2. Adjournment:

There being no additional business or need for an executive session, it was **MSC (C. Hill, L. Fisher)** to adjourn the meeting at 12:44 p.m.

By: 
Tiffany G. Olsen, Secretary

AGENDA ITEM

NO. 3

FINANCIAL

REPORTS

(will be supplemented)

Pocatello Development Authority
Balance Sheet by Class
As of September 30, 2015

	1-General Fund	2-Central Corridor	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
ASSETS							
Current Assets							
Checking/Savings							
Checking Wells Fargo	2,385,165.30	10,000.00	48,711.90	205,991.72	142,390.94	232,649.97	3,024,909.83
Savings Wells Fargo	746,157.43	0.00	0.00	0.00	0.00	0.00	746,157.43
Zions 2012 Bnd Fnd 7110526D	0.00	0.00	2.26	0.00	0.00	0.00	2.26
Zions Bnd Reserve Fnd 7110526B	0.00	0.00	677,511.34	0.00	0.00	0.00	677,511.34
Zions Rev Alloc Fnd 7110526	0.00	0.00	1,295,232.01	0.00	0.00	0.00	1,295,232.01
Total Checking/Savings	3,131,322.73	10,000.00	2,021,457.51	205,991.72	142,390.94	232,649.97	5,743,812.87
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	10,577.19	405.17	0.00	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	10,577.19	405.17	21,825.94	0.00	10,212.12	0.00	43,020.42
Total Current Assets	3,191,899.92	607,487.02	2,043,283.45	205,991.72	152,603.06	232,649.97	6,433,915.14
TOTAL ASSETS	3,191,899.92	607,487.02	2,043,283.45	205,991.72	152,603.06	232,649.97	6,433,915.14
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	244,897.82	2,968,438.69	2,404,725.82	418,042.02	14,679.84	162,500.35	6,213,284.54
Opening Balance Equity	0.00	0.00		0.00	0.00	0.00	0.00
Net Income	2,886,424.71	-2,958,033.52	-380,931.24	-212,050.30	127,711.10	70,149.62	-466,729.63
Total Equity	3,131,322.53	10,405.17	2,023,794.58	205,991.72	142,390.94	232,649.97	5,746,554.91
TOTAL LIABILITIES & EQUITY	3,191,899.92	607,487.02	2,043,283.45	205,991.72	152,603.06	232,649.97	6,433,915.14

Pocatello Development Authority
Profit & Loss by Class
September 2015

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
Interest Income	18.40	813.49	28.97	0.00	860.86
Principal received on notes	0.00	186.51	0.00	0.00	186.51
Property Taxes	0.00	0.00	1,237.34	0.00	1,237.34
Total Income	<u>18.40</u>	<u>1,000.00</u>	<u>1,266.31</u>	<u>0.00</u>	<u>2,284.71</u>
Gross Profit	18.40	1,000.00	1,266.31	0.00	2,284.71
Expense					
Administrative	1,420.81	0.00	0.00	0.00	1,420.81
Professional Services					
Engineering Services	0.00	0.00	0.00	16,003.45	16,003.45
Total Professional Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,003.45</u>	<u>16,003.45</u>
Total Expense	<u>1,420.81</u>	<u>0.00</u>	<u>0.00</u>	<u>16,003.45</u>	<u>17,424.26</u>
Net Ordinary Income	<u>-1,402.41</u>	<u>1,000.00</u>	<u>1,266.31</u>	<u>-16,003.45</u>	<u>-15,139.55</u>
Net Income	<u>-1,402.41</u>	<u>1,000.00</u>	<u>1,266.31</u>	<u>-16,003.45</u>	<u>-15,139.55</u>

At month end the Authority had cash on hand of \$5,743,812.87. The checking account balance was \$3,024,909.83, the savings account was \$746,157.43, and cash being held by Zions Trust amounted to \$1,972,745.61.

Pocatello Development Authority recognized normal financial activity during the month of September. The Authority received revenues totaling \$2,284.71 of which \$860.86 was interest earnings on cash invested. The \$1,000.00 received on the note receivable applied \$186.51 towards the principal of the note. Property tax revenue totaled \$1,237.34 for the North Yellowstone District.

Expenses for the month totaled \$17,424.26. The expenses included a payment to T O Engineering for the environmental assessment in the amount of \$16,003.45. The administrative expenses were \$1,420.81. Payments were made to ICRMP in the amount of \$1,122.00, Idaho State Journal in the amount of \$118.40 for the budget publication, and the remaining expense was for lunch in the amount of \$180.41.

Year to date revenues of \$4,709,875.80 (see page 3) are not greater than expenses of \$5,176,605.43. The General Fund District has a net income YTD of \$2,886,424.71.

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

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordnance</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense							
Income							
Interest Income	187.62	9,812.26	3,127.07	7,662.23	1,173.86	35.04	21,998.08
Miscellaneous Income	2,904,619.73 (a)	0.00	0.00	0.00	0.00	1,033.42	2,905,653.15
Personal Property tax replace	0.00	0.00	23,003.35	6,043.21	404.91	1,262.85	30,714.32
Principal received on notes	0.00	2,187.74	0.00	0.00	0.00	0.00	2,187.74
Property Taxes	0.00	0.00	1,286,610.48	212,514.61	140,812.17	109,385.25	1,749,322.51
Total Income	<u>2,904,807.35</u>	<u>12,000.00</u>	<u>1,312,740.90</u>	<u>226,220.05</u>	<u>142,390.94</u>	<u>111,716.56</u>	<u>4,709,875.80</u>
Gross Profit	2,904,807.35	12,000.00	1,312,740.90	226,220.05	142,390.94	111,716.56	4,709,875.80
Expense							
Administrative	7,632.64	1,904,612.06	889,213.68	96,015.35	14,679.84	0.00	2,912,153.57
Debt Service							
Interest	0.00	0.00	162,193.50	0.00	0.00	0.00	162,193.50
Principal	0.00	0.00	517,000.00	0.00	0.00	0.00	517,000.00
Total Debt Service	<u>0.00</u>	<u>0.00</u>	<u>679,193.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>679,193.50</u>
Dues and Memberships	10,750.00	0.00	0.00	0.00	0.00	0.00	10,750.00
Economic Grants Issued	0.00	1,065,421.46	122,014.96	342,255.00	0.00	9,314.85	1,539,006.27
Professional Services							
Engineering Services	0.00	0.00	0.00	0.00	0.00	25,177.09	25,177.09
Other Professional Services	0.00	0.00	3,250.00	0.00	0.00	7,075.00	10,325.00
Total Professional Services	<u>0.00</u>	<u>0.00</u>	<u>3,250.00</u>	<u>0.00</u>	<u>0.00</u>	<u>32,252.09</u>	<u>35,502.09</u>
Total Expense	<u>18,382.64</u>	<u>2,970,033.52</u>	<u>1,693,672.14</u>	<u>438,270.35</u>	<u>14,679.84</u>	<u>41,566.94</u>	<u>5,176,605.43</u>
Net Ordinary Income	<u>2,886,424.71</u>	<u>-2,958,033.52</u>	<u>-380,931.24</u>	<u>-212,050.30</u>	<u>127,711.10</u>	<u>70,149.62</u>	<u>-466,729.63</u>
Net Income	<u>2,886,424.71</u>	<u>-2,958,033.52</u>	<u>-380,931.24</u>	<u>-212,050.30</u>	<u>127,711.10</u>	<u>70,149.62</u>	<u>-466,729.63</u>

(a) Includes the administrative fee transfers of \$2,904,520.93 from the districts and a bank refund of \$98.80

AGENDA ITEM

NO. 4

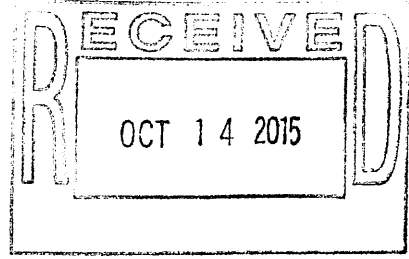
A

Invoice

Redevelopment Association of Idaho. Inc.

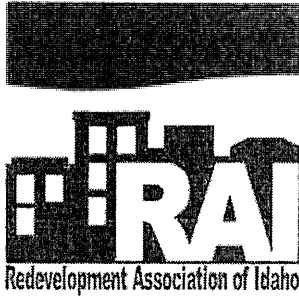
Date	Invoice #
10/1/2015	M16017

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 2016		\$ 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	Legislative Contribution - Match FY2015		\$ 10,000.00
Total Due			\$	10,750.00



October 8, 2015

Redevelopment Association of Idaho Members

Re: Introduction of Regional Directors, Legislative Committee and Officers

Dear RAI Members:

Thank you for your continued membership in the Redevelopment Association of Idaho and special thanks to those members who were able to attend the annual Membership meeting and Board meeting held in Boise on September 15, 2015.

At the Board meeting the following members were confirmed as Regional Directors:

- Region I: Connie Krueger, Hayden-2 year term; expires September 2016
- Region II: Gary Riedner, Moscow-2 year term; expires September 2017
- Region III: Pam Beaumont, Garden City - 2 year term; expires September 2016
- Region IV: Mike Williams, Jerome- 2 year term; expires September 2017
- Region V: Lonnie Crowell, Pocatello -2 year term; expires September 2016
- Region VI: Richard Homer, Rexburg - 2 year term; expires September 2017
- Large Cities: John Brunelle, CCDC -2 year term; expires September 2016
- Small Cities: Craig Eckles, Bellevue - 2 year term; expires September 2017
- AIC Designee: Seth Grigg, AIC Executive Director
- Past-President: Melinda Anderson, Twin Falls

The Legislative Committee was also confirmed:

- Region I: Torn Lien, Post Falls
- Region II: Gary Riedner, Moscow
- Region III: Ron Swearingen, Mountain Home
- Region IV: Mike Williams, Jerome
- Region V: Russ Meyers, Pocatello
- Region VI: Renee Magee, Idaho Falls
- Large Cities: John Brunelle, CCDC
- Small Cities: Craig Eckles, Bellevue

In addition, the Board's officers for the next year were elected by the Board:

- Gary Riedner, Moscow URA; President
- Mike Williams, Jerome URA; Vice President
- Pam Beaumont, Garden City URA; Secretary/Treasurer

I also want to take the opportunity to thank the outgoing officers who have served the RAI for the past year. With the support of Ryan Armbruster and Meghan Conrad of Elam & Burke, they have worked hard over the past year to provide leadership and information about urban renewal. Their efforts prior to, during, and after the 2015 legislative session was critical in communicating information about the work of URAs:

- Melinda Anderson, Twin Falls; Past President
- Lonnie Crowell, Pocatello; Past Vice President
- Pam Beaumont, Garden City; Past Secretary/Treasurer

I am honored (and somewhat puzzled) to be asked to help the officers and members of RAI to continue the good work that has been done since the organization was first incorporated in 2010. I recall that prior to that time, when several representatives of urban renewal agencies from around the state met in at the offices of Capital City Development Corporation in Boise, the discussion revolved around the fact that there was no unified voice for Idaho URAs; we were each on our own. While CCDC and some of the larger URAs had the resources to go it alone, the lack of a state-wide voice was problematic. The Association of Idaho Cities was generally supportive of urban renewal, there was no focal point for AIC to communicate with URAs collectively. The formation of RAI addressed these issues, including providing a standing Board position to the AIC. Since that time there has been a forum to discuss common issues and address common concerns. As the former Executive Director of the Moscow Urban Renewal Agency, I certainly appreciated the ability to network with my peers around the state.

While it may be in my nature (and/or training) to rehash the obvious, I think it is pertinent to quote the purposes of RAI as stated in our bylaws:

- Create a forum to facilitate communication between and among Idaho redevelopment practitioners;
- Educate members, share resources, promote professional development, and encourage best practices in the redevelopment enterprise;
- Facilitate compliance with applicable state law and regulation;
- Collect and organize information useful for the public understanding of urban renewal activities and practices in the state;
- Facilitate effective public policy making by engaging legislators, public officials, and other constituencies in the drafting or amendment of urban renewal law or regulation;
- Improve accountability and advance the effectiveness of the redevelopment tool through the proper formation and management of urban renewal agencies throughout the state;

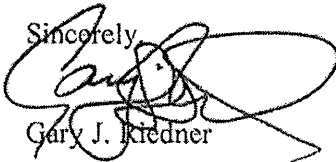
The stated purposes are as relevant today as they were in 2010, perhaps more so. Certainly the efforts to educate, communicate, network and advocate for good public policy have had, and continue to have a positive effect statewide. RAI membership has been responsive in providing factual information to policy makers and the public so that they have the whole picture.

We have been very fortunate to have the services of Ryan and Meghan to continue to provide excellent services in support of RAI's mission. The upcoming 2016 legislative session and the work of the Interim Committee in advance of that session will again be challenging for urban renewal in Idaho. While there is not much time for the Interim Committee to draft and present a comprehensive re-write of the urban renewal laws, the RAI will continue to interact with the Committee members and provide information and perspective to the process.

As in the past, we continue to seek RAI membership of all urban renewal agencies in Idaho. We hope that our members have seen a positive value in RAI membership and ask that you continue to be a member agency, seek membership from non-member agencies and affiliates, and to support RAI's legislative efforts, both financially and by interacting with the RAI Legislative Committee and Ryan and Meghan. The grass-roots efforts of the Boards and representatives of URAs in communicating with legislators will help to carry the positive message about our most useful (and oftentimes times only) economic development tool.

Thank you for your continued membership and support for RAI. If you have any questions, please feel free to contact me at (208) 883-7006 or griedner@ci.moscow.id.us.

Sincerely,



Gary J. Kiedner

c: Mike Williams
Pam Beaumont
Ryan Armbruster
Meghan Conrad

(B)



T-O ENGINEERS

Invoice

*Joyce,
Here's the first
invoice for the Land
Release environmental
for PDA payment. Thx!
Kristy*

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

September 14, 2015
Invoice No: 150115 - 1

Project 150115 Pocatello Airport - Land Release Enviro
Professional Services from June 01, 2015 to August 31, 2015

Professional Personnel

	Hours	Rate	Amount
Cuvala, Nathan	4.00	135.00	540.00
Pomeroy, Chris	10.00	160.00	1,600.00
Valencik, Julie	25.50	75.00	1,912.50
Totals	39.50		4,052.50
Total Labor			4,052.50
Total this Invoice			\$4,052.50

*WNS \$125.00 in July 9
billing
(6/1/15 to
6/30/15)*

Billings to Date

	Current	Prior	Total	Received	A/R Balance
Labor	4,052.50	0.00	4,052.50		
Totals	4,052.50	0.00	4,052.50	0.00	4,052.50

account balances not paid in full on or before the last day of the month of the first billing shall bear interest at the rate of twenty-one percent (%) per annum compounded monthly from the first day of the month following until paid in full. Any payments received shall be credited first to accrued interest and then to principal. All costs or fees incurred to collect overdue account balances shall be added to the principal portion of the account balance.

Approved: *Nathan Cuvala* Date: 9/14/15

Nathan Cuvala

Olsen, Tiffany

From: Allen, David
nt: Friday, October 02, 2015 2:39 PM
o: Olsen, Tiffany; Heinz, Kristy
Cc: Tranmer, Dean; Stroschein, Joyce; Crowell, Lonnie; Orr, Michael
Subject: RE: TO Engineering Invoice -

Yes please add to the agenda and yes I will be there. Thanks.

David Allen



www.iFlyPocatello.com

From: Olsen, Tiffany
Sent: Friday, October 02, 2015 2:10 PM
To: Allen, David <dallen@pocatello.us>; Heinz, Kristy <kheinz@pocatello.us>
<tranmer@pocatello.us>; Stroschein, Joyce <jstroschein@pocatello.us>; Crowell, Lonnie
<crowell@pocatello.us>; Orr, Michael <spcllc@cablone.net>
Subject: RE: TO Engineering Invoice -

Thanks David for your email.

I am attaching the unapproved Minutes from the last PDA Meeting on September 16, 2015. This item is on Page 2, as Agenda Item No. 3. It appears from this record, only the \$25, 177.09 was discussed and approved. The other item related to the Airport is Agenda Item no. 5 is for the second appraisal of the Airport property in an amount up to \$10,000.

Would you like to request this land release item be placed on the October Agenda for reimbursement to the City? If so, will you be available on October 21st at 11am?

From: Allen, David
Sent: Friday, October 02, 2015 8:18 AM
To: Olsen, Tiffany <tolsen@pocatello.us>; Heinz, Kristy <kheinz@pocatello.us>
Cc: Tranmer, Dean <dtranmer@pocatello.us>; Stroschein, Joyce <jstroschein@pocatello.us>; Crowell, Lonnie
<lcrowell@pocatello.us>; Orr, Michael <spcllc@cablone.net>
Subject: RE: TO Engineering Invoice -

Tiff,

ry and answer your questions:

1. There are two invoices for Project Pipe. Total cost is \$25,177.09. This exceeded to original estimate due to additional work FAA required for air quality analysis and tribal consultation if I remember correctly. It is my understanding PDA has agreed to pay this amount.
2. There is one invoice so far for the land release but I do not know the amount. It is my understanding PDA approved to pay this project up to \$6995 at the Sep meeting but I was not there.
3. The T-O rates are adjusted every April. The second project was requested after the last rate adjustment.

David Allen



www.iFlyPocatello.com

From: Olsen, Tiffany
Sent: Wednesday, September 30, 2015 11:06 AM
To: Allen, David <dallen@pocatello.us>; Heinz, Kristy <kheinz@pocatello.us>
Cc: Tranmer, Dean <dtranmer@pocatello.us>; Stroschein, Joyce <jstroschein@pocatello.us>; Crowell, Lonnie <lcrowell@pocatello.us>; Orr, Michael <spcllc@cableone.net>
Subject: TO Engineering Invoice -

Good Morning Dave and Kristy,

Joyce presented me with Invoice #150115-1 from TO Engineers for the time period of June 1 to August 31 (Land Release Enviro (Project #150115)). Kristy's note indicates this is the first invoice for reimbursement by the PDA. Joyce questioned if this service has been approved for reimbursement by the PDA.

I note, in the PDA's August meeting, Invoice #150006-4 was approved for payment in the amount of \$16,003.45 (Pocatello Airport CATEX Project (Project #150006) for services provided). I also see that a payment of \$9,173.64 is noted on this invoice with a payment date of 6/17 by the PDA. So far, the total paid by the PDA is \$25,177.09 for the CATEX Project (incl. North Wind sub consultant).

Where this invoice is for a different project number name, it is my understanding this is a separate item that needs approval from the PDA for reimbursement? If this is the first invoice on this project, what is the total anticipated cost for the service?

Lastly, I note that the hourly rates are significantly higher in the 150115-1 invoice when compared to the same individuals rate in the 150006 invoice. I summarized below – it may be worthy to mention.

	<u>Invoice 150006</u>	<u>Invoice 150115-1</u>
Cuvala billed	\$125.00/hour	\$135.00/hour
Pomeroy billed	\$145.00/hour	\$160.00/hour
Valencik billed	\$40.00/hour	\$75.00/hour

Thanks for the clarification.

fany

Tiffany G. Olsen

Paralegal/Assistant to the City Attorney

City of Pocatello

11 North 7th, P.O. Box 4169

Pocatello, ID 83205

Telephone: (208) 234-6149

Facsimile: (208) 239-6986

**Board of Commissioners Meeting
October 21, 2015 – 11:00 a.m.
Paradise Conference Room**

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: Minutes.

Motion to approve and/or amend Minutes of September 16, 2015.

Agenda Item No. 2: Financial Report.

(A) Motion to approve and/or amend September 2015 Income and Expenses.

Agenda Item No. 3: Payment Requests/Reimbursements.

Check with Joyce

- a. Airport Land Release – TO Engineering \$6,995.00.

Agenda Item No. 4: Update on the Airport Second Appraisal.

Agenda Item No. 5: Update following payment on Hoku property and conveyance of deeds.

Agenda Item No. 6: Approve/amend and the RFP for Hoku property.

Agenda Item No. 7: Update on promoting the Positron property.

Agenda Item No. 8: Update on Demolition of Albertson's.

Agenda Item No. 9: Update and procedure PDA selling property.

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.

Olsen, Tiffany

From: Heinz, Kristy
Sent: Wednesday, September 30, 2015 11:16 AM
To: Olsen, Tiffany; Allen, David
Cc: Tranmer, Dean; Stroschein, Joyce; Crowell, Lonnie; Orr, Michael
Subject: RE: TO Engineering Invoice -

Hi Tiff,

David will have more information, but as far as I know we were told PDA would be paying for this project (environmental for the land release), which, yes, is a different project/contract from the previous environmental work for Project Pipe. However, I don't know what action, if any, PDA has taken regarding this. The total amount for the contract is \$6,695.00. As David was involved with the contract negotiation, I'll let him respond concerning the difference in hourly rates.

Thanks!

Kristy Heinz

Secretary/Airport Security Coordinator
Pocatello Regional Airport
208-234-6154 (Office)
208-233-8418 (Fax)
iFlyPocatello.com



From: Olsen, Tiffany
Sent: Wednesday, September 30, 2015 11:06 AM
To: Allen, David <dallen@pocatello.us>; Heinz, Kristy <kheinz@pocatello.us>
Cc: Tranmer, Dean <dtranmer@pocatello.us>; Stroschein, Joyce <jstroschein@pocatello.us>; Crowell, Lonnie <lcrowell@pocatello.us>; Orr, Michael <spcllc@cablone.net>
Subject: TO Engineering Invoice -

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	<u>Invoice 150006</u>	<u>Invoice 150115-1</u>
Quivala billed	\$125.00/hour	\$135.00/hour
Meroy billed	\$145.00/hour	\$160.00/hour
Valencik billed	\$40.00/hour	\$75.00/hour

Thanks for the clarification.

Tiffany

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

Olsen, Tiffany

From: Olsen, Tiffany
Sent: Wednesday, September 30, 2015 11:33 AM
To: Orr, Michael
Subject: RE: TO Engineering Invoice -

Hi there, I read the Minutes of the last meeting and the additional approved cost attributed to the FAA work was \$9,327.09. This subsequent invoice is for \$4,052.50.

From: SPC [mailto:spcllc@cableone.net]
Sent: Wednesday, September 30, 2015 11:12 AM
To: Olsen, Tiffany <tolsen@pocatello.us>
Subject: Re: TO Engineering Invoice -

We approved this at our last meeting. Apparently there was additional work requested by FAA so the cost was higher than the original \$15,000.
Talk later.

Sent from my Verizon Wireless 4G LTE DROID

On Sep 30, 2015 11:05 AM, "Olsen, Tiffany" <tolsen@pocatello.us> wrote:

Good Morning Dave and Kristy,

Joyce presented me with Invoice #150115-1 from TO Engineers for the time period of June 1 to August 31 (Land Release Enviro (Project #150115)). Kristy's note indicates this is the first invoice for reimbursement by the PDA. Joyce questioned if this service has been approved for reimbursement by the PDA.

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Lastly, I note that the hourly rates are significantly higher in the 150115-1 invoice when compared to the same individuals rate in the 150006 invoice. I summarized below – it may be worthy to mention.

Invoice 150006

Invoice 150115-1

Cuvala billed	\$125.00/hour	\$135.00/hour
Pomeroy billed	\$145.00/hour	\$160.00/hour
Valencik billed	\$40.00/hour	\$75.00/hour

Thanks for the clarification.

Tiffany

Tiffany G. Olsen

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Pocatello, ID 83205

Telephone: (208) 234-6149

Facsimile: (208) 239-6986

City Council Mtg. 8/6/15

AGENDA

ITEM

NO. 15

POCATELLO CITY COUNCIL MEETING
AUGUST 6, 2015
AIRPORT PROFESSIONAL SERVICES AGREEMENT
T-O ENGINEERS
EXECUTIVE SUMMARY

The airport is seeking release of non-aeronautical airport property from the Airport Layout Plan (ALP). Removing the property from the ALP will release it from grant assurances and most FAA oversight. As part of the release, FAA requires an environmental analysis. The airport would like to contract with T-O Engineers to perform the analysis. The fee for the agreement will be \$6,965.00 and will be paid for either by PDA or from the Planning and Development Services budget.

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

T-O Engineers, Inc.

Date: July 20, 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 Land Release Environmental Coordination 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.

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

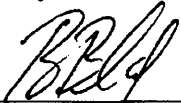
T-O Engineers, Inc.
9777 Chinden Blvd.
Boise, Idaho 83714

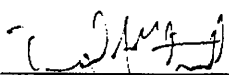
BY: Brian C. Blad

BY: David Mitchell, P.E.

TITLE: Mayor

TITLE: Vice President

SIGNATURE: 

SIGNATURE: 

DATE: 8/6/15

DATE: 8/31/2015

APPROVED BY LEGAL

Date 7/29/15 Atty Bybee

Comments Approved

8/6/15 Council Mtg



****DRAFTv2** EXHIBIT A**
Pocatello Regional Airport (PIH)
Pocatello, Idaho

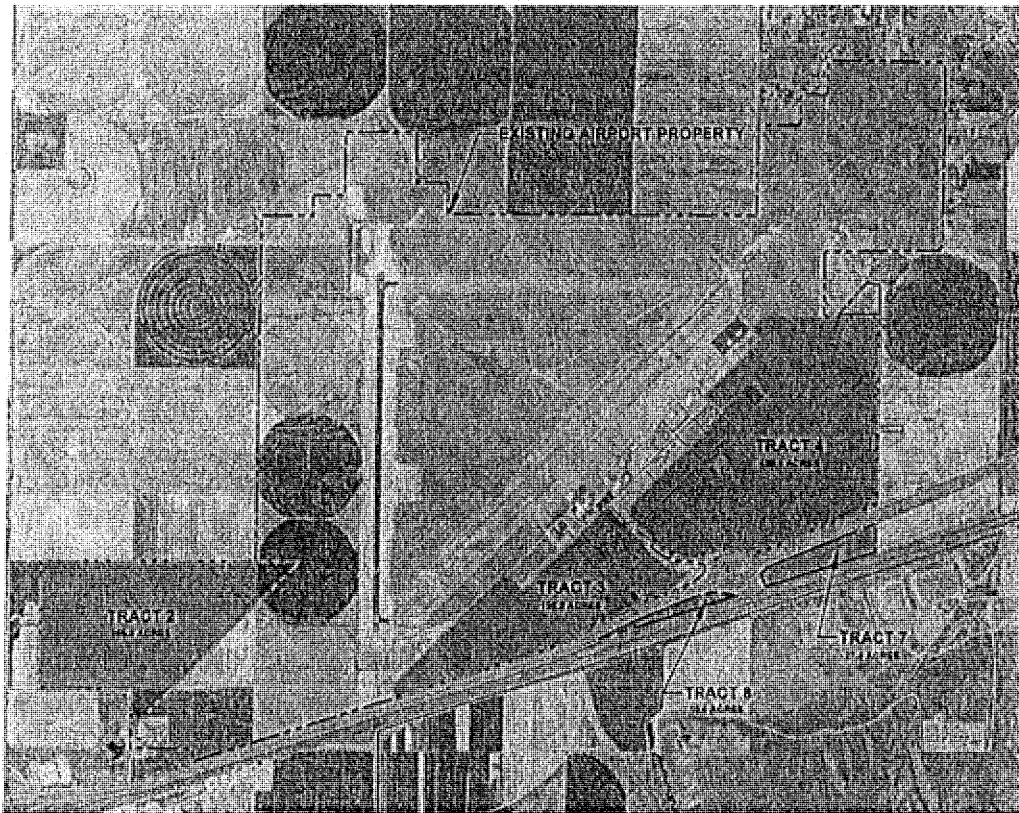
LAND RELEASE
ENVIRONMENTAL ANALYSIS

The Pocatello Regional Airport and the City of Pocatello (Owner) is seeking a release of existing airport property from the current Airport Layout Plan (ALP) and Property Map/Exhibit A. The subject property was previously released by the FAA from aeronautical to non-aeronautical purposes in 1971. However, since that time, the land has remained on the ALP and Property Map/Exhibit A thereby encumbering the City to sponsor obligations and grant assurances with issuance of each FAA Airport Improvement Program grant. This release and removal of the land from the ALP and Property Map/Exhibit A will relieve the City from these obligations. This land release requires FAA approval including an environmental analysis to identify any potential environmental impacts associated with the release. Environmental analysis is typically directed toward any foreseeable use of the land to be released. In this instance, the City advises of no foreseeable uses for the land at this time.

Via coordination with the FAA, it was determined that a Categorical Exclusion Form (CATEX) would be the most appropriate format for this effort. A CATEX will be completed and submitted to the Owner and FAA. 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. A significant amount of data relative to the environmental conditions at the airport was collected as part of the recent Project Pipe environmental analysis. This data will be used to the fullest extent possible for this analysis.

A release of 5 tracts of land (approximately 919.76 acres) is being requested by the City; Tracts 2, 3, 4, 7, and 8, as depicted on the current Airport Property Map (2012 ALP set) and Exhibit A dated March 11, 1975. Figure 1 below depicts the subject tracts.

Figure 1 – Tracts at PIH to be Released/Analyzed



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

Element 1.0 - Project Management and Administration

Element 2.0 - Prepare CATEX

Element 1.0 - Project Management and Administration

This element will provide appropriate direction and project management throughout the duration of the project. Primary work efforts under this element include proper and timely communication and coordination between T-O, the Owner, and FAA. Project management tasks will take place throughout the duration of the project and will include the following:

- 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 fees. Draft Professional Services Agreement. Review Agreement and finalize.
- 1.2 General coordination with the Owner and FAA throughout the project including support to the Owner for coordination and guidance through the environmental process.
- 1.3 General Project Management duties throughout the project.



Element 2.0 - Prepare CATEX Form

This element includes the tasks necessary to complete a CATEX form that will be used by the FAA to assist them in the land release approval process. A significant amount of data relative to the environmental conditions at the airport was collected as part of the recent Project Pipe environmental analysis. This data will be used to the fullest extent possible. Tasks include the following:

- 2.1 Analysis of environmental impact categories included in the CATEX.
- 2.2 Preparation of supporting CATEX exhibits.
- 2.3 Coordination with the Owner to collect data not readily available from the Project Pipe environmental analysis.
- 2.4 Coordination with the FAA Helena ADO Environmental Specialist.
- 2.5 Miscellaneous Tribal Coordination.
- 2.6 Prepare DRAFT CATEX.
- 2.7 Prepare FINAL CATEX

Fee

The Time and Materials Not to Exceed Fee for this project is estimated at **\$6,965.00**. A breakdown of fee is included in **Exhibit B**.

Schedule

A preliminary draft CATEX will be submitted to the Owner for review comments within fifteen (15) days of the Notice-to-Proceed. A revised draft will be submitted to the FAA Environmental Specialist within five (5) days after comments from the Owner have been addressed relative to the preliminary draft. The final CATEX for FAA signature will be submitted to the Owner within ten (10) days after comments from the FAA relative to the draft have been addressed.

Pocatello Regional Airport
 Land Release Environmental Analysis
 Professional Services Agreement
 Labor Worksheet

Exhibit B
 Basis of Cost Analysis
 July 9, 2015

Task	Description	Personnel Hourly											Total Hours	Fee	
		PP	PM	PE	PLN	EIT	CM	INS	CT	SM	SV	Adm.			
		\$175	\$160	\$135	\$75	\$75	\$125	\$80	\$60	\$120	\$95	\$65			
SECTION 1 - Categorical Exclusion Form															
Element 1.0 - Project Management and Administration															
1.1	Scope of Work, Estimate and Agreement		7	1									1	9	\$ 1,320.00
1.2	General Coordination with Owner and FAA		4	2										6	\$ 910.00
Subtotal, Phase 1.0		0	11	3	0	0	0	0	0	0	0	1	15	\$ 2,230.00	
Element 2.0 - Prepare CATEX															
2.1	Analyze Environmental Impact Categories		1		6									7	\$ 610.00
2.2	Preparation of Exhibits			1	6			2						9	\$ 705.00
2.3	Coordination with Owner - Data Collection Specific		1		2									3	\$ 310.00
2.4	Coordination with FAA Enviro Specialist		4		1									5	\$ 715.00
2.5	Misc. Tribal Coordination		4	2	1									7	\$ 985.00
2.6	Prepare Draft CATEX		2	1	4									7	\$ 755.00
2.7	Prepare Final CATEX		2	1	2									5	\$ 605.00
Subtotal, Phase 2.0		0	14	5	22	0	0	0	2	0	0	0	43	\$ 4,685.00	
TOTAL ALL Tasks 1-2		0	25	8	22	0	0	0	2	0	0	1	58	\$6,915.00	

Land Release Environmental Analysis

Exhibit B

Basis of Cost Analysis

July 9, 2015

Phases 1 - 3

Classification	Title	Hours	Rate/Hour	Cost
PP	Project Principal	0	\$175.00	\$0.00
PM	Project Manager	25	\$160.00	\$4,000.00
PE	Professional Engineer	8	\$135.00	\$1,080.00
PLN	Project Planner	22	\$75.00	\$1,650.00
EIT	Engineer-In-Training	0	\$75.00	\$0.00
CM	Construction Manager/Specifier	0	\$125.00	\$0.00
Insp	Inspector	0	\$80.00	\$0.00
CT	CADD Technician	2	\$60.00	\$120.00
SM	Survey Manager	0	\$120.00	\$0.00
Surv	Surveyor	0	\$95.00	\$0.00
Adm.	Administrative Assistant	1	\$65.00	\$65.00
Totals:		58		\$6,915.00
Average Rate/Hour			\$119.22	

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	\$25.00	\$25.00
Phone, Fax, Postage, Document Recording (Lump Sum)	1	\$25.00	\$25.00
Subtotal, Reimbursable Expenses			\$50.00

\$6,965.00

AGENDA ITEM

NO. 5

AGENDA ITEM

NO. 7

DRAFT
10/15/15

Pocatello Development Authority

911 N 7th Ave
Pocatello, ID 83201



REQUEST FOR PROPOSALS

Solicitation for:

INDUSTRIAL REAL ESTATE BROKER SERVICES

Pocatello Development Authority

Issued:

November 1, 2015

Proposals Due:

November 30, 2015

5:00 pm MST

Pocatello Development Authority
Request for Proposals
INDUSTRIAL REAL ESTATE BROKER SERVICES

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Request for Proposals

INDUSTRIAL REAL ESTATE BROKER SERVICES

Section 1: Scope and Conditions

1.1 INTRODUCTION

This is a Request for Proposal (RFP) issued by the Pocatello Development Authority (owner). The Owner requires the services of a professional and qualified INDUSTRIAL REAL ESTATE BROKER.

The Owner will consider proposals from national, regional and local Real Estate firms that have the experience, nation-wide network reach, infrastructure and personnel to market and secure leases for property located in Pocatello, Idaho owned or controlled by the Pocatello Development Authority. It is the intent of the Owner to solicit responses to this RFP in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

1.2 DEFINITIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list:

APPLICANT:	Respondent to this Request for Proposal
PROJECT:	INDUSTRIAL REAL ESTATE BROKER SERVICES
OWNER:	Pocatello Development Authority (PDA)
PROPOSAL:	An offer to perform services as defined in this document

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to invite potential Respondents to submit proposals to supply all things necessary to market real estate, to secure sales or long-term leases and to conduct related services as requested pursuant to this RFP.

1.4 SCOPE OF THE RFP

The purpose of this RFP is to invite and inform potential applicants who wish to submit a proposal to represent certain industrial properties for sale or lease, and to provide expectations of performance. Applicants will provide the Owner with adequate information for determining

qualifications and a clear understanding of Applicant's proposal. The following information may be used by anyone wishing to submit a proposal:

Section 1	Scope and Conditions of RFP.
Section 2	Proposal Procedures.
Section 3	A description of Proposal specifications.
Section 4	A description of instructions for Proposal preparation.
Section 5	A general discussion of the method that will be used by an evaluation team in selecting an Applicant to enter contract negotiations.
Attachments	Details supporting this basic RFP document

1.5 PROPOSAL DUE DATE AND TIME

All proposals must be received at the address below, no later than Monday, November 30, 2015, 5:00 p.m. MST. All proposals must be addressed to:

**RFP: INDUSTRIAL REAL ESTATE BROKER
Lon Crowell, Executive Director
Pocatello Development Authority
911 N 7th Ave
Pocatello, Idaho 83201**

All proposals must be submitted in a sealed envelope clearly marked with RFP: INDUSTRIAL REAL ESTATE BROKER SERVICES and the proposal due date and time. All submittals shall include fifteen (15) color copies. Any proposal received after the proposal due date and time will be unopened, documented and held for 30 days, after which they will be destroyed. All rejected proposals not claimed within 30 days of the date of rejection will be destroyed.

1.6 CONTRACT OBLIGATIONS

Although the Owner anticipates that any Applicant submitting a proposal will provide the major portion of the services as requested, subcontracting by the Applicant is acceptable in performing the requirements of this RFP. The Applicant is responsible for the performance of any obligations that may result from this RFP and shall not be relieved by the non-performance of any subcontractor. Any Applicant's proposal must identify all subcontractors and outline the contractual relationship between the Applicant and each subcontractor. A copy of the executed subcontract with the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Applicant must be in compliance with all State of Idaho statutes and be subject to the provisions thereof. For each portion of the proposed services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Applicant and any or all subcontractors will be considered in the Owner's evaluation. The Applicant must furnish information to the Owner as to the amount of the subcontract, the qualifications of the subcontractor, and any other data that may be required by the Owner. All subcontracts held by the Applicant must be made available upon request for inspection and examination by appropriate Pocatello Development Authority officials and such relationships must meet with the approval of the Owner.

1.7 CONTRACT DOCUMENTS

Any or all portions of this RFP and normally any or all portions of the Applicant's response will be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.8) will not be disclosed.

1.8 CONTRACT NEGOTIATIONS

After recommendation of a selected Applicant by appropriate officials of the Pocatello Development Authority, contract negotiations will commence. The contract will be based on a collaborative effort between the Owner and selected Applicant. If at any time contract negotiation activities are judged to be ineffective by the Chairman of the Pocatello Development Authority or designee, Owner will cease all activities with that Applicant and begin contract negotiations with the next highest ranked Applicant. This process may continue until either both the Applicant and the Owner execute a completed contract or Owner determines that no acceptable alternative proposal exists.

1.9 LENGTH OF CONTRACT

This contract will run for one (1) year with the option to renew the contract for one (1) additional term of one (1) year. The total term of the contract shall not exceed two (2) years. Contract extensions are subject to satisfactory performance.

1.10 CONFIDENTIAL INFORMATION

Applicants are advised that materials contained in proposals are subject to the Idaho Public Records Act, Title 74, and, after the contract award, may be viewed and copied by any member of the public, including news and competitors. Applicants claiming a statutory exception to the Idaho Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked "Confidential" and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Applicant must also specify which statutory exception provision applies. The Owner reserves the right to make determinations of confidentiality. If the Owner does not agree that the information designated is confidential under one of the disclosure exceptions to the Idaho Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Applicant. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the Owner will remove the proposal from consideration for award and return the proposal to the Applicant. The Owner will not consider prices to be confidential information.

1.11 PROPOSAL LIFE

All proposals made in response to this RFP must remain open and in effect for a period of not less than 90 days after the date due for proposals. Any proposal accepted by the Owner for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the Owner.

1.12 TIMELINE

The following timeline is intended to illustrate the anticipated time line for the RFP:

ACTIVITY ANTICIPATED COMPLETION DATE

RFP available Monday, November 2, 2015

Site Visit Friday, November 6, 2015 1:00 PM MST

Written questions due Monday, November 16, 2015 5:00 PM MST

Written responses to questions released Friday, November 20, 2015 5:00 PM MST

Proposals due Monday, November 30, 2015 5:00 PM MST

END OF SECTION 1

Section 2: Proposal Procedures

2.1 PROPOSAL DUE DATE AND TIME

All proposals must be received at the address below, no later than Monday, November 30, 2015, 5:00 p.m. MST. All proposals must be addressed to:

RFP: INDUSTRIAL REAL ESTATE BROKER
Lon Crowell, Executive Director
Pocatello Development Authority
911 N 7th Ave
Pocatello, Idaho 83201

All proposals must be submitted in a sealed envelope clearly marked with RFP: INDUSTRIAL REAL ESTATE BROKER SERVICES and the proposal due date and time. All submittals shall include ten (10) color copies. Any proposal received after the proposal due date and time will be unopened, documented and held for 30 days, after which they will be destroyed. All rejected proposals not claimed within 30 days of the date of rejection will be destroyed.

2.2 INQUIRIES ABOUT THE RFP

All inquiries and requests for information affecting this RFP must be submitted in writing no later than Monday, November 16, 2015 at 10:00 a.m. MST to:

RFP: INDUSTRIAL REAL ESTATE BROKER
Lon Crowell, Executive Director
Pocatello Development Authority
911 N 7th Ave
Pocatello, Idaho 83201
E-mail: lcrowell@pocatello.us

The Owner reserves the right to judge whether any questions should be answered. If responses are provided, the responses will be written. Copies of the written responses will be issued via Addendum and available on the Pocatello Development Authority website and/or distributed to all prospective Applicants who are known to have received a copy of the original RFP. No negotiations, decisions, or actions shall be initiated by any Applicant as a result of any verbal discussion with any consultant of the Owner or with any Owner employee.

Inquiries are not to be directed to any consultant or staff member of the Owner. Such action may disqualify Applicant from further consideration for a contract as a result of this RFP. The use of e-mail to lcrowell@pocatello.us is encouraged. The addendum will be available at

<http://pda.pocatello.us/>

2.3 PROPOSAL SUBMISSION

Fifteen (15) original color copies of the proposal for the INDUSTRIAL REAL ESTATE BROKER SERVICES - RFP must be received by the Owner's office on or before the due date and time as specified. Each copy of the proposal must follow the format indicated in Section Four of this document.

2.4 DISCUSSION FORMAT

The Owner reserves the right to conduct discussions, either oral or written, with the Applicants determined by the Owner to be reasonably viable to being selected for award. If discussions are held, the Owner may request best and final offers.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified or it will not be considered.
- Notice of any changes in the Owner's requirements.

The Owner reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Applicant's best terms from a price and technical standpoint.

The Owner reserves the right to reopen discussions after receipt of best and final offers, if it is clearly in the Owner's best interest to do so and the PDA Board Chairman or designee makes a written determination of that fact. If discussions are reopened, the Owner may issue an additional request for best and final offers from all Applicants determined by the Owner to be reasonably susceptible to being selected for award.

Following evaluation of the best and final offers, the Owner may select for negotiations the offers that are most advantageous to the Owner, considering price or cost and the evaluation factors in the RFP.

The Owner also reserves the right to conduct clarifications to resolve minor issues. If only clarifications are sought, best and final offers may not be requested. The Owner retains sole authority to determine whether contact with Applicants is for clarification or discussion.

2.5 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to submitted RFP's will be accepted before Monday, November 30, 2015, 5:00 p.m. MST. Any modifications or changes to a proposal after the above date will not be accepted.

Modification to or withdrawal of a proposal received by the Owner after the exact hour and date specified for receipt of proposals will not be considered an acceptable proposal. If it becomes necessary to revise any part of this RFP or if additional data is necessary for an exact interpretation of provisions of this RFP prior to the due date for proposals, a supplement will be issued by the Owner. If such addenda issuance is necessary, Owner reserves the right to extend the due date and time of proposals to accommodate such interpretations or additional data requirements.

END OF SECTION 2

Section 3: Specifications

3.6 GENERAL INFORMATION

The Owner anticipates that a single contract will be awarded for INDUSTRIAL REAL ESTATE BROKER SERVICES and related services; however there are four (4) exceptions to this condition as follows:

- The City of Pocatello,
- Pocatello Development Authority,
- Bannock Development Corporation
- State of Idaho

The entities listed above reserve the right to entertain and consider all offers of sale or lease of subject properties. If buyer originates from any of the aforementioned four (4) sources, then the agreed upon commission shall be reduced by forty percent (40%).

Proposers are expected to use their own initiative in formulating a response to this RFP. The Owner encourages Applicants, in their proposals, to be as creative as possible regarding cost, as cost efficiency will be a consideration in determining whether a contract(s) will be awarded based on responses to the RFP.

3.1 DESCRIPTION OF OWNER

The Pocatello Development Authority manages urban renewal plans within the municipal boundaries of the City of Pocatello.

3.2 SCOPE AND QUALIFICATIONS

In general, this RFP involves the INDUSTRIAL broker services to list, market/advertise and sell and/or lease two (2) Owner properties at the following addresses:

SELL or LEASE: One Hoku Way, Pocatello, Idaho 83204 USA

LEASE: 1500 Alvin Ricken Drive, Pocatello, Idaho 83201

Additional information and maps of the properties are included as Attachment A.

In addition, the purpose of this RFP is to seek creative methods related to selling or leasing these properties to generate revenue for the Owner. Upon award of RFP, Owner will enter into a Listing Agreement utilizing successful Applicant's listing documents, of which shall be modified by Owner based on RFP requirements and other language as Owner may deem necessary.

3.3 MINIMUM QUALIFICATIONS

All Applicants must be licensed to sell Commercial Real Estate as a Broker in good standing within the state of Idaho. Applicants must have a minimum of 10 years experience in listing and leasing INDUSTRIAL properties. Applicant must have sold or leased a minimum of 1 million square feet of INDUSTRIAL PROPERTY transactions within the last 12 months. Industrial property shall be considered land sold or leased for the purpose of manufacturing but may also include property used for research and development.

3.4 CONFERENCE AND COMMUNICATIONS

Following award of contract, regular progress meetings between the Owner's and the successful Applicant will be scheduled.

3.5 CONSULTING SERVICES

From time to time, the Owner may require consulting assistance from the successful proposer regarding INDUSTRIAL REAL ESTATE BROKER SERVICES and related activities.

END OF SECTION 3

Section 4: Proposal Preparation Instructions

4.1 GENERAL

To facilitate the timely evaluation of the proposal, a standard format for proposal submission has been developed and is documented in this section. All Applicants are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Applicant's proposal or the proposal may be rejected.
- The transmittal letter should be submitted on company letterhead including the company name, address and contact information. The business and technical proposals must be organized under the specific section titles as listed below.
- The proposal must be no longer than 20 pages of 11 pt. type with margins at minimum of 1".
- The Owner may, at its option, allow all Applicants a five-calendar-day period to correct minor errors or omissions to their proposals. Should this necessity arise, the Owner will contact each Applicant affected. Each Applicant must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the Owner as a minor error or omission and will result in disqualification of the proposal from further evaluation.

4.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

4.2.1 Summary of Ability and Desire to Supply the Required Services

The transmittal letter must briefly summarize the Applicant's ability to supply the requested services that meet the application requirements. The letter must also contain a statement indicating the Applicant's willingness to provide the requested services subject to the terms and conditions set forth in this RFP including, but not limited to, the Owner's contract.

4.2.2 Summary of Ability to Meet the Required Minimum Qualifications

The transmittal letter must state that the Applicant meets the required qualifications listed in this RFP. Any exceptions must be noted and an explanation provided if applicable.

4.2.3 Summary of Milestones

Information contained in the technical proposal regarding dates of milestone events must be summarized. In order to show feasibility, a timetable setting forth appropriate milestones should be included in Applicant's proposal, with sufficient detail explaining how Applicant will meet those milestones.

4.2.5 Proposal Life

A statement must be included that indicates the length of time during which the Owner may rely on all proposal commitments. The Owner requires that this period of time be determined and defined within the Owner contract following award. Any proposal accepted by the Owner for the purpose of contract negotiations must remain as committed through the contract negotiation period.

4.2.6 Signature of Authorized Representative

A person authorized to commit the Applicant to its representations must sign the transmittal letter.

4.2.7 Other Information

This item is optional. Any other information the Applicant may wish to briefly summarize will be accepted.

4.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional."

4.3.1 General

This optional section of the business proposal may be used to introduce or summarize any information the Applicant deems relevant or important to the Owner's successful acquisition of the services requested in this RFP.

4.3.2 Applicant Company Structure

The legal form of the Applicant's business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization includes more than one product division, the division responsible for the development and marketing of the requested services in the United States must be described in more detail than other components of the organization. If the Applicant is a team of multiple organizations, the teaming arrangement must be described in this section including specific persons that will be responsible for this contract and their respective duties.

Provide a detailed description of the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be responsible for the project. Description must include all relevant information regarding qualifications, training, continuing education, certifications, etc. A project organizational chart should be included in this section.

Staff may be changed if those personnel leave the organization, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the Owner. However, in either case, the Owner retains the right to approve or reject replacements. Other personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

4.3.3 Applicant Company Capabilities

Describe the organization's experience and capabilities in providing similar work in scope of services, size and complexity. In addition, disclose all positive enforcement actions by professional licensing boards, courts or other bodies or other matters which may reflect on the Applicant Company's professional qualifications. Describe any pending litigation or other factors that could affect the organization's ability to perform this contract.

4.3.5 References

The Applicant should include a list of at least three (3) clients for whom the Applicant has provided services that are the same or similar to those services requested in this RFP. The more similar the referenced services are to those requested in this RFP; the greater weight will be attached to the references in the Owner evaluation process. Listed organizations may be contacted to determine the quality of work performed and personnel assigned to the project. The results of the references may be provided to the evaluation team and used in scoring the written proposals.

Applicant should include the following information for each reference:

- a) Name of the organization;
- b) Initial dates service started;
- c) Date of the most recent transaction;
- d) Responsible official or contact person;
- e) Address, telephone number and email address.

4.3.6 Registration to do Business

Applicants proposing to provide the services required by this RFP are required to be licensed and registered to do business within the State of Idaho.

4.3.7 Independence

Applicant should provide an affirmative statement that it is independent of the Owner as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards (1988).

The Applicant should list and describe the firm's proposed subcontractors' professional relationships involving the Owner or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

4.3.8 Warranties

Provide affirmative statements of the following warranties:

- a) The Applicant warrants that it is willing and able to comply with the State of Idaho laws with respect to foreign (non-State of Idaho) corporations (where necessary);

b) The Applicant warrants that it is willing and able to obtain a comprehensive liability insurance policy in the amount of \$1,000,000 combined single limit to indemnify PDA from any and all public liability claims. Further, such policy shall include coverage for fire legal liability to repair or replace the demised premises. PDA shall be named as an additional insured or be acknowledged by Applicant's insurance carrier as a covered entity under the terms of said policy. Moreover, the Applicant is required to put its surety on notice, that said surety may not change or cancel the existing insurance policy with Applicant without first giving Pocatello Development Authority at least thirty (30) days written notice.

c) The Applicant warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Owner;

d) The Applicant warrants that all information provided by it in connection with this proposal is true and accurate;

4.3.9 Subcontractors

The Applicant must list any subcontractors that are proposed to be used in providing the required services. The subcontractor's responsibilities under the proposal, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Applicant of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal.

4.3.10 Applicant Contract Requirements

Applicant is to provide a blank copy of their INDUSTRIAL REAL ESTATE listing contract with the RFP response.

4.3.11 Financial Information

Company's financial information, including the Applicant's income statement and a balance sheet for each of the two most recently completed fiscal years. If the organization(s) includes more than one product division, separate financial statements must be provided for the division responsible for the development and marketing of the requested products and services.

4.3.12 Legal

Include a list of any and all legal proceedings (civil or criminal actions or administrative proceedings (incl.) Department of Insurance) within the last three (3) calendar years in which the Applicant was a party

4.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into sections as described below. Every point made in each section must be addressed in the order given with the question first stated followed by the Applicant's response. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and a paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The

reference document must be included as an appendix to the technical proposal with referenced sections clearly marked; this appendix will not be considered as part of the proposal's total page length limit. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the Owner.

4.4.1 General Section

Generally describe how you meet or exceed each of the minimum and preferred qualifications in the Purpose and Scope section of this document. Provide a brief description explaining why the Owner should choose you. Describe what unique features or qualifications your organization can offer the Owner.

4.4.2 Overview of the Proposed Method for Provision of the Requested Services.

This overview must consist of a concise summary of the requested services proposed by the Applicant in response to this RFP. By reading the overview, the Owner must be able to gain a comfortable grasp at a general level of the services to be provided and the methods proposed by the Applicant to provide them. A detailed explanation should be included to understand how the services comply with the technical documents of this RFP.

4.4.3 Project Approach

The description must explain the MARKETING and ADVERTISING methodology the Applicant will follow to fulfill the requirements of the scope. The Owner intends that each Applicant provide a detailed and comprehensive description of all Services that the Applicant will provide if it enters into a contract pursuant to the RFP.

Applicants are required to provide the following information:

- a) Detail similar buildings or properties currently represented by Applicant, by address and submarket location;
- b) Listing of similar transactions occurring over the last 12 months by building type/class, transaction square feet, type of tenant i.e. local, regional or national based company;
- c) Provide a detailed analysis of the target market that is relative to each property and how that market will be attracted through a marketing campaign;
- d) Detail how your company will present the properties to prospective lessees with regard to the property features;
- e) Provide a detailed marketing program utilizing the appropriate media channels available in the target market;
- f) Provide a marketing plan timeline;
- g) Provide samples of marketing materials to be used in the campaign;
- h) Give details of comparable properties that are on the market currently and which properties will be direct competition. Explain how you intend to remove their impact from your proposed marketing campaign;
- i) Provide evidence of recent sales and leasing campaigns that support your recommendations

for the properties listed in the RFP;

- j) Estimate of the extent, level of involvement, and timing of work to be performed by Owner's personnel during the engagement.

4.4.4 Summary of Compensation

Owner requires pricing and/or commission fees associated with this RFP to be included and to be considered as firm. Proposed pricing shall be included in Applicant's proposed asking price for sale or lease of subject properties. Additional compensation through Owner or other alternative sources shall not be considered or available except as defined in 4.3.4 of this RFP.

Applicant should specifically state the fee your firm proposes for services as described in this RFP. If there are any services described in the Purpose and Scope section that would not be included in such compensation, so state specifically, along with an indication of any proposed additional charges. See "disclosure" statement below for further information in completing your response with regard to fee proposal and overall compensation.

Proposers should also include a detailed summary of any additional services including the price for all such services, (if any), rendered that would be considered outside of the fee proposal.

The pricing proposal will include all commissions, fees, costs, charges and other amounts, associated directly or indirectly, with providing all things necessary to perform INDUSTRIAL REAL ESTATE BROKER SERVICES for the Owner.

The Owner requires the pricing associated with this RFP be a firm fixed price and must remain open and in effect for the term of the RFP. Only pricing filed in accordance with the RFP will be used to calculate the Owner's costs for evaluation and payment purposes.

All pricing and charges by Applicant shall be included by Applicant as a portion of the property sale or lease price. The Owner will not be liable for any charges beyond those detailed in the proposal by Applicant.

4.4.5 Sales Tax

The Applicant's proposed pricing should include Sales Tax for the State of Idaho.

END OF SECTION 4

Section 5: Proposal Evaluation

5.1 PROPOSAL EVALUATION PROCEDURE

The Owner has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated below.

The categories of evaluation criteria are as follows:

- Minimum Qualifications
- Transmittal Letter and Proposal Format
- Business Proposal
- Technical Proposal
- Price of Requested Services

Each of these categories is described in greater detail in this section.

The procedures for evaluating the proposals against the evaluation criteria may be summarized as follows:

5.1.1 Each proposal will be evaluated for mandatory criteria including minimum qualifications on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.

5.1.2 Each proposal will be evaluated on the business approach, technical and the other criteria using a points system. The basis of cost/price will be of importance in the evaluation of proposals.

5.1.3 Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous for the INDUSTRIAL REAL ESTATE BROKER SERVICES - RFP, taking into account all of the evaluation factors, may be selected by Owner for further action, such as contract negotiations. If, however, Owner decides that no proposal is sufficiently advantageous to the Owner, the Owner may take whatever further action that is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Applicant, Owner may begin contract preparation with the next qualified Applicant or determine that no such alternate proposal exists.

END OF SECTION FIVE

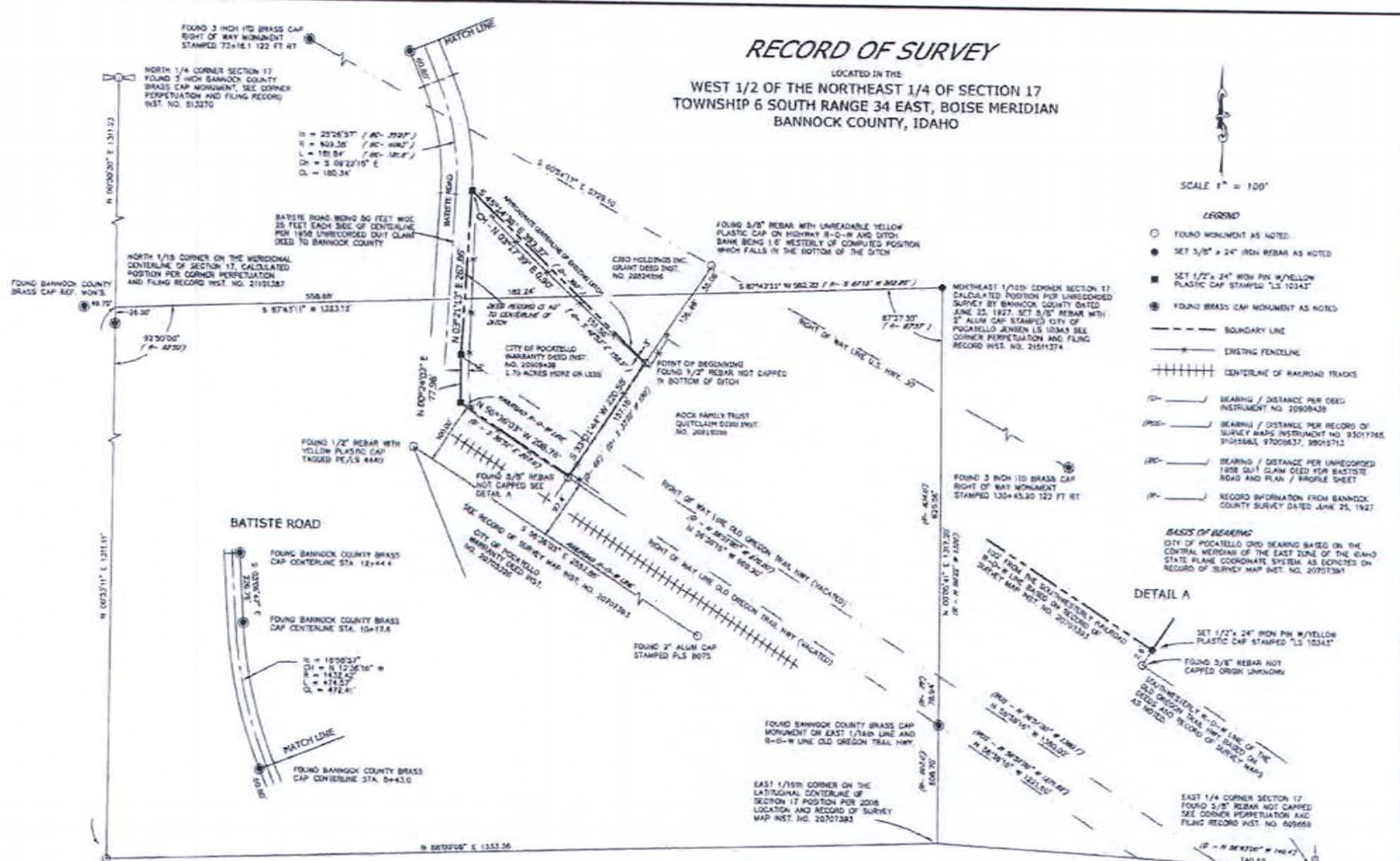
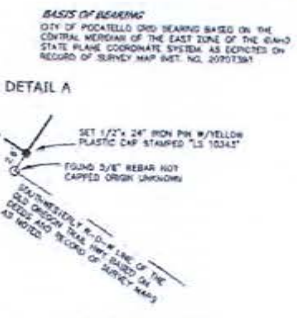
END OF REQUEST FOR PROPOSAL

RECORD OF SURVEY

LOCATED IN THE
WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17
TOWNSHIP 6 SOUTH RANGE 34 EAST, BOISE MERIDIAN
BANNOCK COUNTY, IDAHO



- LEGEND**
- FOUND MONUMENT AS NOTED
 - SET 3/8" x 24" IRON REBAR AS NOTED
 - SET 1/2" x 24" HIGH PIN W/YELLOW PLASTIC CAP STAMPED "LS 10343"
 - ⊙ FOUND BRASS CAP MONUMENT AS NOTED
 - BOUNDARY LINE
 - EXISTING FENCING
 - +++++ CENTERLINE OF RAILROAD TRACKS
 - BEARING / DISTANCE PER DEED INSTRUMENT NO. 20909438
 - BEARING / DISTANCE PER RECORD OF SURVEY MAPS INSTRUMENT NO. 93017768, 93056661, 97006837, 99057512
 - BEARING / DISTANCE PER UNRECORDED 1898 DUTY CLAIM DEED FOR BATTISTE ROAD AND PLAN / PROFILE SHEET
 - RECORD INFORMATION FROM BANNOCK COUNTY SURVEY DATED JUNE 25, 1927



CENTER 1/4 CORNER SECTION 17
FOUND 3/8" REBAR NOT CAPPED
PER RECORD OF SURVEY MAP
INST. NO. 21017774, 92702383

COUNTY RECORDER'S CERTIFICATE

INSTRUMENT NO. 21511375 3.44 p.m. AUG. 13, 2015

BOOK 994 PAGE TIME DATE

COUNTY RECORDER

SURVEYOR'S CERTIFICATE

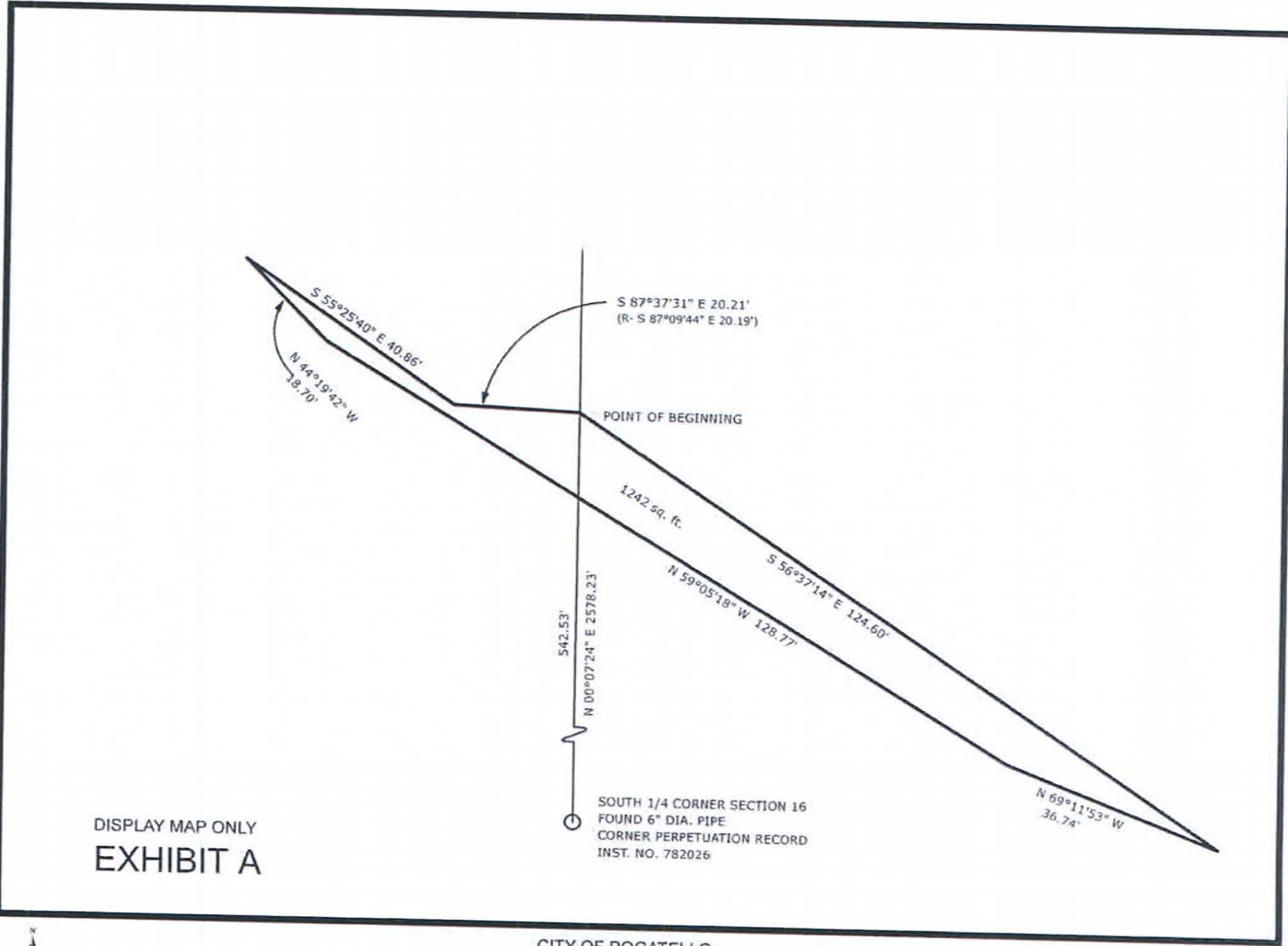
I, MARK JENSEN, PLS 10343 IDAHO, HEREBY CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME, IN CONFORMANCE WITH THE LAWS, CHAPTER 19, TITLE 55, IDAHO CODE, AT THE REQUEST OF THE CITY OF POCATELLO



PROJECT NUMBER		FOR THE CITY OF POCATELLO WARRANTY DEED INSTRUMENT NO. 20909438	
APPROVED BY:	DATE:	DATE:	DATE:
CITY ENGINEER, OR	DATE:	CITY ENGINEER, OR	DATE:
APPROVED BY:	DATE:	CITY ENGINEER, OR	DATE:
TITLE:	DATE:	CITY ENGINEER, OR	DATE:
DATE:	DATE:	CITY ENGINEER, OR	DATE:

EXHIBIT A

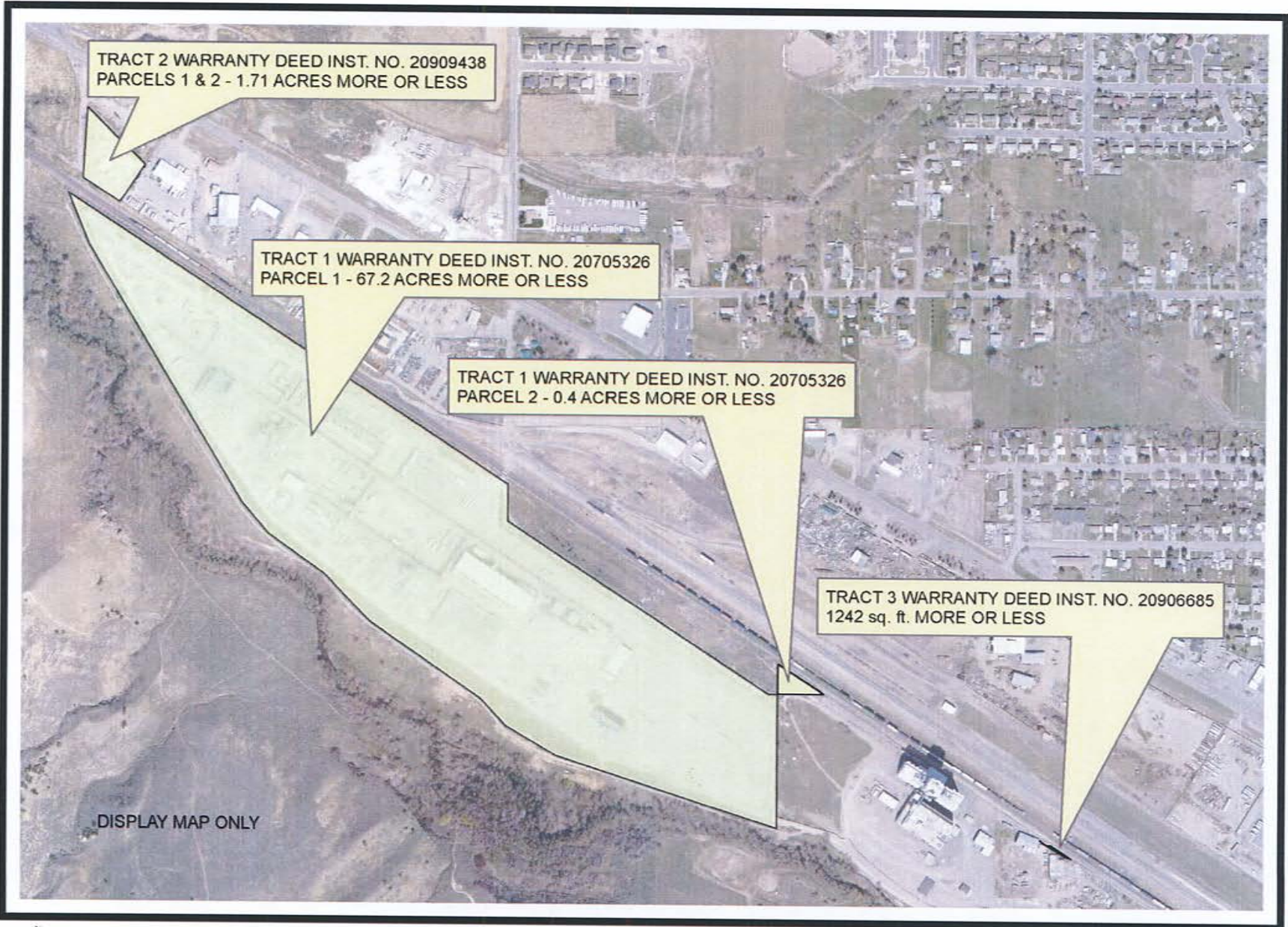
Attachment C Site Map of Rail Access



DISPLAY MAP ONLY
EXHIBIT A

CITY OF POCA TELLO
TRACT 3 WARRANTY DEED 20906685
1242 sq. ft. MORE OR LESS

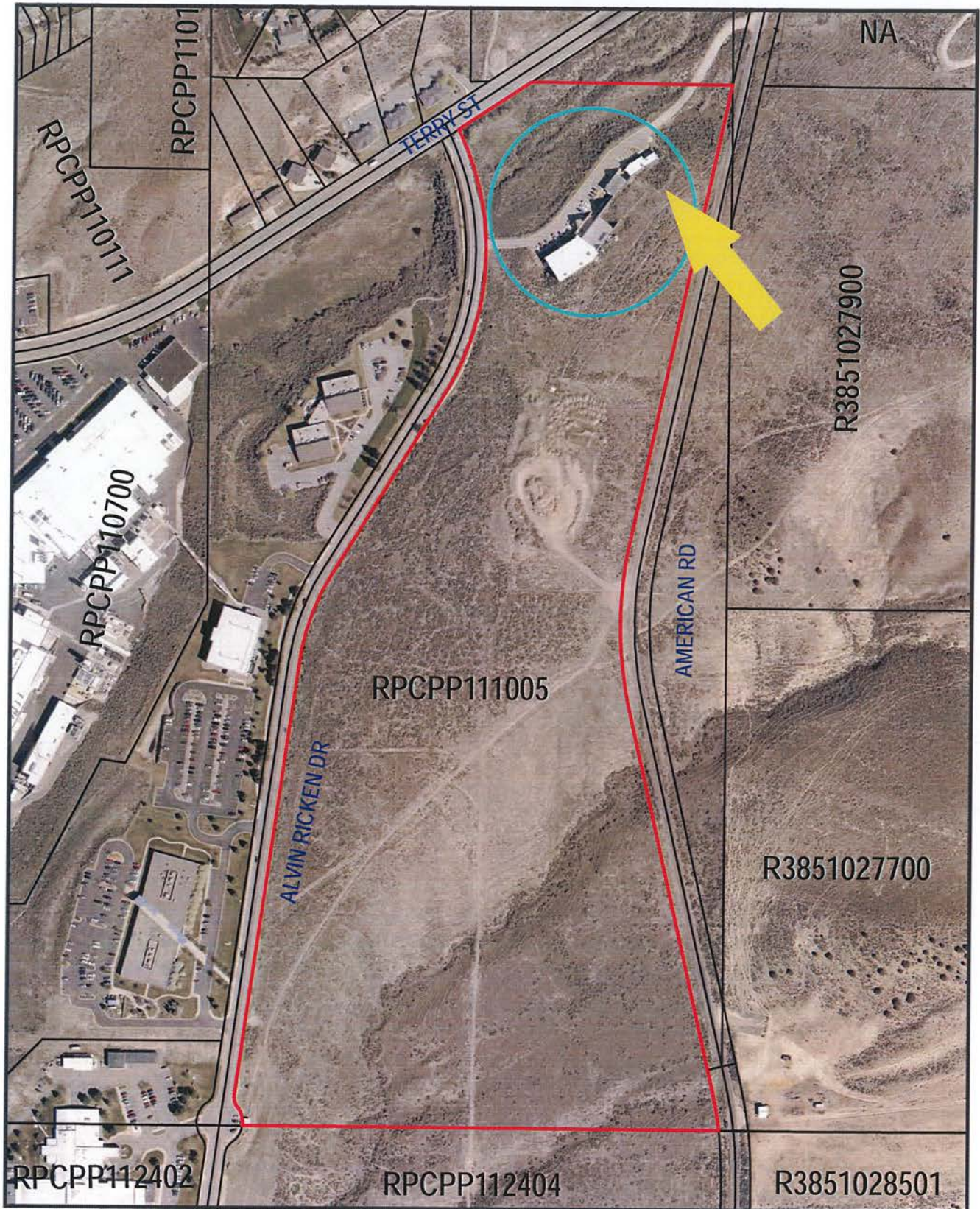




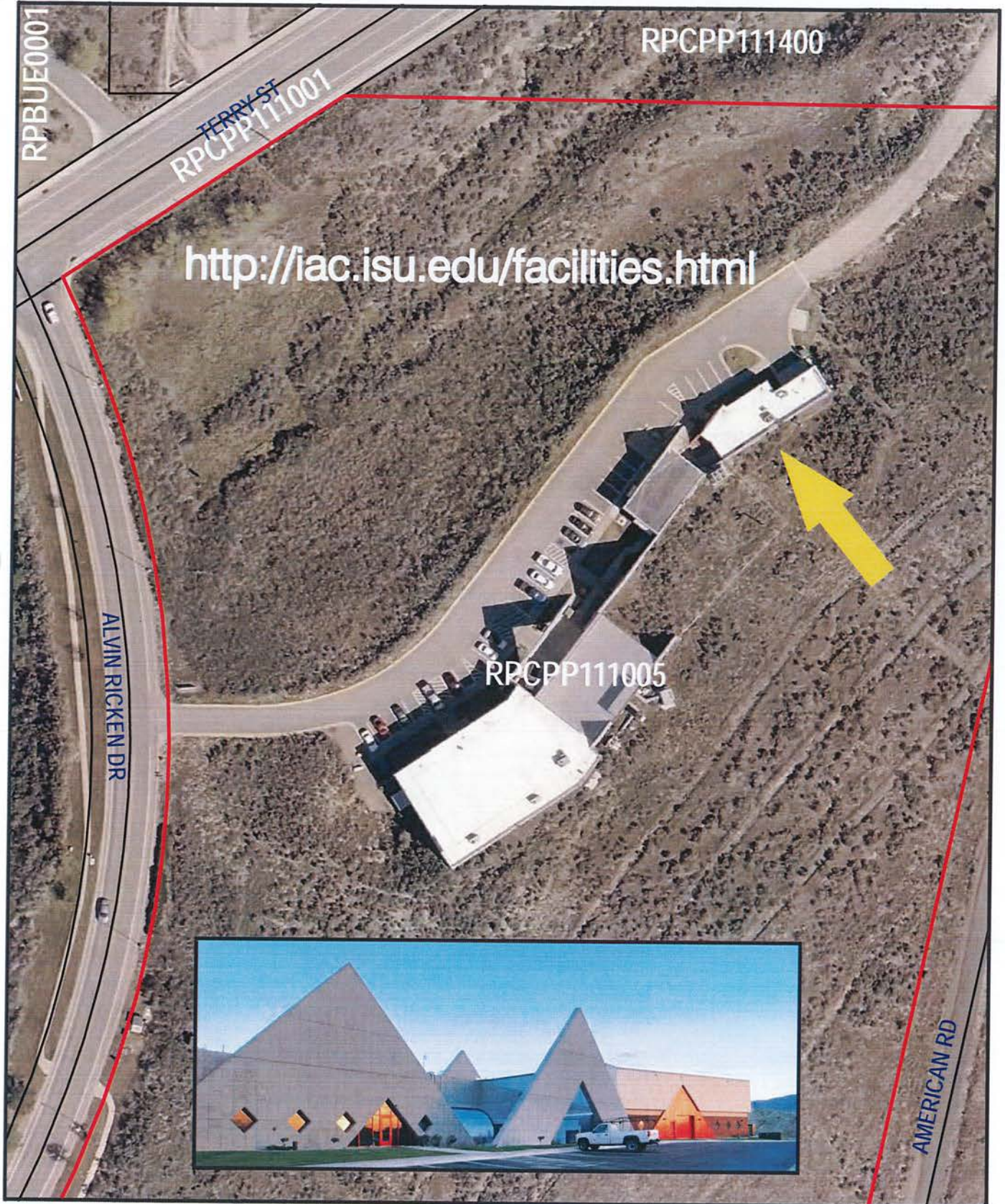
CITY OF POCATELLO

TRACT 1 WARRANTY DEED NO. 20705326, TRACT 2 WARRANTY DEED NO. 20909438, TRACT 3 WARRANTY DEED NO. 20906685

Attachment D Site Map of Properties Idaho State Accelerator Center



Attachment E Site Map of Properties Idaho State Accelerator Center



Pocatello Development Authority

Pocatello, Idaho U.S.A.



HEAVY INDUSTRIAL PROPERTY | BUILD TO SUIT

Industrial Land For Sale or Lease



Pocatello Development Authority

Meeting your Urban Renewal Needs

Michael L. Orr, Chair
208.251.7662
911 N. 7th Ave, Pocatello, ID 83205
spell@cablone.net

69 acres: Industrial Land For Sale or Lease

258,304 s.f. of existing building space negotiable



Adjacent to, with on-site direct access to Union Pacific rail available, nearby access to Highway 30, Interstates 15 & 84 and Pocatello Regional Airport

Prime logistical location to serve the Northwest, nearby intersection of I-84 and I-15 Corridors

All Utilities On Site:

Water 1 million gallons per day*

Sewer 600 gallons per minute*

Power 1.3 MW

*Existing substation adjacent to property.
Additional power available through Idaho Power to meet your needs*

CONTACT:

Michael L. Orr

Chairman

Pocatello Development Authority

208.251.7662

911 N. 7th Ave, Pocatello, ID 83205

spcllc@cableone.net

* Potential for increase based on actual data and capacity needs



Pocatello Development Authority

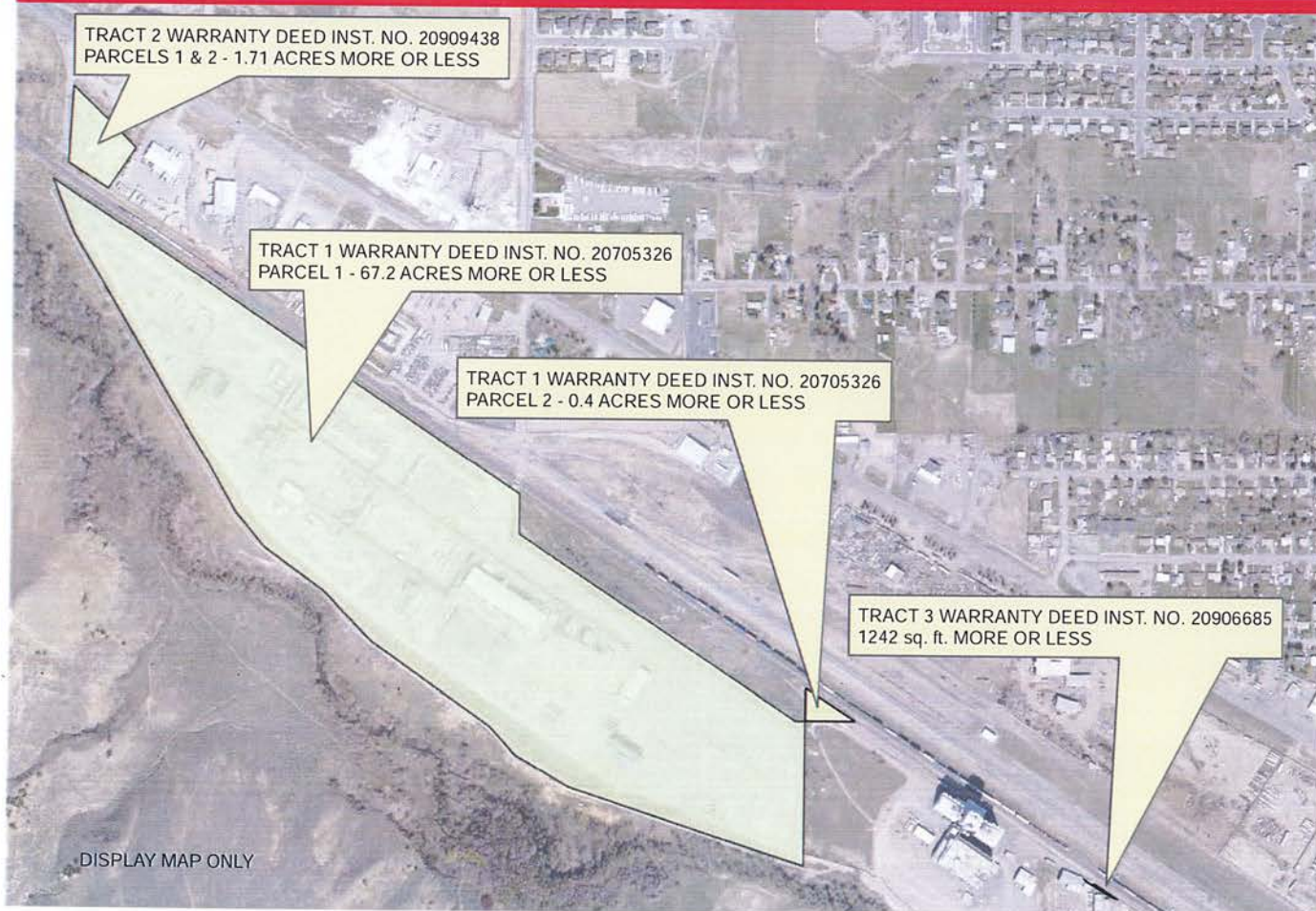
Meeting your Urban Renewal Needs

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spcllc@cableone.net

69 acres: Industrial Land For Sale or Lease

258,304 s.f. of existing building space negotiable



EXISTING STRUCTURES (negotiable with purchase)

	Length	Width	Subtotal	Floors	Total s.f.
Administration Bldg	150	74	11100	4	44400
Post Bldg	313	168	52584	1	52584
Control	170	60	10200	1	10200
Reactor	420	166	69720	2	139440
Reactor HVAC	60	28	1680	1	1680
Wastewater	100	100	10000	1	10000
Total					258304 s.f.



Pocatello Development Authority

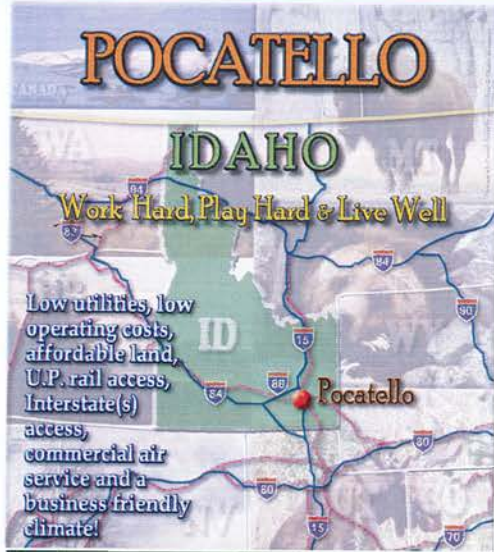
Meeting your Urban Renewal Needs

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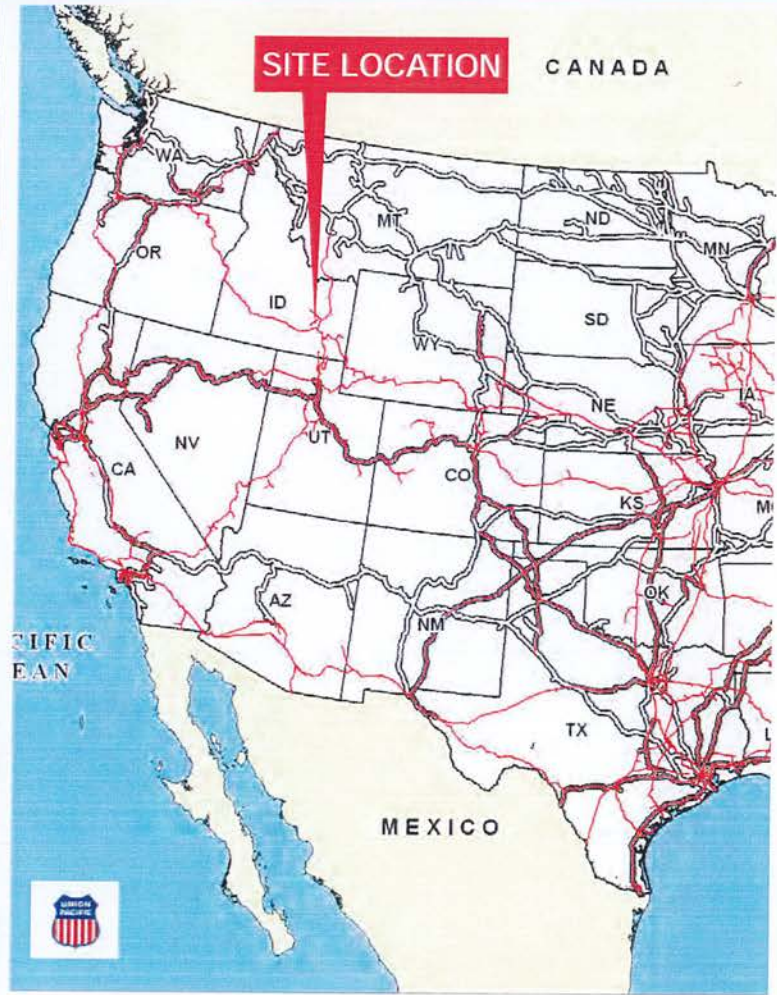
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spcllc@cablone.net

69 acres: Industrial Land For Sale or Lease

258,304 s.f. of existing building space negotiable



Access the Northwest with the #1 Industrial & Innovative Leader in Idaho



Pocatello Development Authority

Meeting your Urban Renewal Needs

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