

AMENDED AGENDA

11:00 a.m.

An urban renewal agency for the City of Pocatello, Idaho

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:

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."

Agenda Item No. 1: Minutes.

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

Agenda Item No. 2: Financial Report.

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

Agenda Item No. 3: Payment Requests/Reimbursements.

(A) Invoice from Craig Christensen, PDA Counsel for judicial foreclosure proceedings related to the Positron loan/leasehold interest.
(B) Administrative Costs – pay for paper/printing supplies

Agenda Item No. 4: Transfer of 10% Administrative Fee From Active Districts to the General Fund and Recommendation to Collapse the Consolidated Central Corridor Urban Renewal Area to the General Fund within the Financial Statements.

Agenda Item No. 5: Review of Outstanding Debts Owed to the PDA.

Agenda Item No. 6: Positron Facility Update and Review/Approval of MOU with ISU.

Agenda Item No. 7: Whitman Hotel Building Update.

Agenda Item No. 8: Naval Ordnance Plant Update.

Agenda Item No. 9: Review of Site Readiness Property Evaluation Deliverable for the Pocatello Airport Business Park.

Agenda Item No. 10: Legislative Update by Lon Crowell. See also
<https://legislature.idaho.gov/sessioninfo/2015/interim/urban.htm>

Upcoming Events/Information:

(A) Airport Property Update: Status of Second Appraisal. The Airport has selected an appraisal firm experienced with both FAA and Tribal jurisdiction issues. The airport has submitted most relevant information to the appraiser, such as the pertinent deeds, and the appraiser is reviewing the data and developing a scope of work. Once we have clarified the SOW we will negotiate a price and timeline. David Allen estimates that we will receive the product by December 23 of this year.
(B) Possibly moving the December PDA Meeting to Tuesday, December 15, 2015.

Adjourn.

AGENDA ITEM

NO. 1

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
November 18, 2015

Members present: Chad Carr, Larry Fisher, Cynthia Hill, Russell Meyers, and Michael Orr (Chair).

Members excused: Thomas Ottaway and Scott Smith

Members absent: Howard Manwaring and Brian Blad

Staff present: Lon Crowell, Executive Director; Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer, Joyce Stroschein, City Finance Dept., and Mike Ennis (ex-officio; Bannock Development Corporation).

Chair Orr called the meeting to order at 11:05 a.m.

Introductions, Conflicts, and Agenda: There were no guests in attendance and no conflicts pertaining to the Agenda. **Chair Orr** advised the Board there would not be an executive session as noticed in the Agenda but that there was some interest in the Hoku site.

1. Action and Discussion Items:

Agenda Item No. 1: Minutes. The Minutes of the regularly scheduled meeting of October 21, 2015, were reviewed. It was **MSC (C. Hill, B. Blad)** to approve the October Minutes as presented.

Agenda Item No. 2: Financial Reports. **J. Stroschein** presented the Financial Reports for the month of October 2015. At month end, the Authority had cash on hand of \$5,192,163.90. The checking account balance was \$2,473,209.29, the savings account was \$746,176.44, and cash being held by Zions Trust amounted to \$1,972,778.17. Pocatello Development Authority recognized normal financial activity during the month of October. The Authority received revenues totaling \$2,545.31 of which \$864.28 was interest earnings on cash invested. The \$1,000.00 received on the note receivable applied \$187.29 towards the principal of the note. Property tax revenue totaled \$1,237.34 for the North Yellowstone District. Expenses for the month totaled \$554,194.28. The expenses included a payment to T-O Engineering for the Environmental Assessment in the amount of \$4,052.50, a payment of \$250,000.00 was made to Alameda Plaza LLC for the demolition of the Alameda Plaza and a payment of \$300,000.00 towards the purchase of the HOKU property. The administrative expense was for lunch in the amount of \$141.78. Year to date revenues of \$2,545.31(see page 3 of the financial report) are not greater than expenses of \$554,194.28. Overall Net Loss of \$551,648.97. **J. Stroschein** again reiterated that the negative balance depicts spending of reserves. It was **MSC (B. Blad, L. Fisher)** to approve the October Financial Report as presented.

Agenda Item No. 3: Payment Requests/Reimbursements.

(A) Invoice from Craig Christensen, PDA Counsel for judicial foreclosure proceedings related to the Position loan/leasehold interest: Mr. Christensen's invoice for \$24,779.00 was discussed. A significant contributing factor for the relatively high invoice is due to Positron's President, Erik Oaas, being difficult to work with and often times causing the foreclosure process to be more complicated than necessary. In addition to the complexity, the legal descriptions had to be rewritten which took the better part of a month. **R. Meyers** asked if the Board had approved to pay up to a certain amount? **T. Olsen** reviewed the Minutes of previous meetings and the only

discussion regarding a “cap” amount was for the non-judicial foreclosure. Chair Orr explained the proceedings are nearly finished and the last invoice from Mr. Christensen should not near as large. It was **MSC (B. Blad, R. Meyers)** to approve Mr. Christensen’s invoice in the amount of \$24,779.00 to be paid from the PDA General Fund.

Agenda Item No. 6: Positron Facility Update and Review/Approval of MOU with ISU.

Chair Orr moved to Agenda Item No. 6 as it was related. He informed the Board that since the PDA has acquired the building of which Positron occupied, the PDA is now responsible for the accompanying utility fees. ISU attorney, David Alexander, prepared a MOU for the PDA’s signature which requires the PDA to pay a percentage of the utilities (power, sewer, garbage and water) since the ISU Accelerator Center and the Position building are not individually metered. During a meeting with ISU representatives and PDA Staff, Chair Orr asked ISU if it would be interested in purchasing the PDA’s interest in the facility. David Alexander will vet that option to purchase through the University’s Public Works Department and advise the Board thereafter. It was **MSC (B. Blad, R. Meyers)** to authorize Chair Orr to sign the MOU with ISU and to pay the monthly utilities beginning September 1, 2015 from the PDA General Fund.

Secondly, the Board asked for a status on the RFP for a Broker to list the Hoku property and secure a lease and/or purchaser for the Positron facility. **L. Crowell** advised the RFP has been issued, is going to be published in the Idaho State Journal on November 15 and 29 and will close December 10. The Board will be in a position to review and award the RFP to a Broker at the December PDA Meeting. **J. Stroschein** explained that in order to close the fiscal year 15’s financials, she will have to discuss how to treat this acquisition of the Positron facility/leasehold interest for the financial audit. She is not sure what the value of the facility/leasehold interest is. **L. Crowell** thought the selected Broker could determine a value and if not, perhaps an appraisal should be completed. **C. Hill** asked what the total investment in the facility/leasehold interest is. **J. Stroschein** responded with \$400,000 plus attorney’s fees so perhaps somewhere in the neighborhood of \$430,000. **B. Blad** wondered if it wouldn’t be better to have an appraisal completed so the PDA was transparent in the price. **L. Crowell** inquired as to why the PDA’s financials are incorporated with the City’s if the PDA is a separate body. **J. Stroschein** explained that the PDA is a discrete component unit of the City and it is required within the financials. **J. Stroschein** will consult with the Auditor and provide the Board with more valuation information at the December meeting.

Agenda Item No. 3: Payment Requests/Reimbursements.

(B) It was **MSC (C. Hill, R. Meyers)** to approve the paper/printing costs associated with the PDA packet as an administrative expense to be paid from the General Fund each month.

Agenda Item No. 4: Transfer of 10% Administrative Fee from Active Districts to the General Fund and Recommendation to Collapse the Consolidated Central Corridor Urban Renewal Area to the General Fund within the Financial Statements.

J. Stroschein recommended the Board transfer the statute allowed 10% of the district balances from the open districts which are the North Yellowstone District (\$130,961.38) and the Naval Ordnance District (\$21,855.78). In addition to this transfer, also transferring the \$11,000.00 left in the Central Corridor District for a transfer grand total of \$163,817.16. The administrative fee contained in the Airport and North Portneuf Districts would be left in those districts as they are the most active at this time. It was **MSC (B. Blad, C. Carr)** to transfer \$163,817.16 from the various Districts to the General Fund as an administrative fee. **J. Stroschein** requested a formal

vote from the Board to collapse the consolidated central corridor URA to the General Fund for the financial statements. Said request was **MSC (B. Blad, C. Hill)**.

Agenda Item No. 5: Review of Outstanding Debts Owed to the PDA. **L. Crowell** summarized the BBAD Investments, LLC debt: In March 2004, the PDA entered into an Economic Development Loan Agreement which provided for two loans and one grant, totaling \$560,000. A grant of \$275,000 was given to ensure the project was feasible for BBAD. A \$85,000 loan was given for landscaping and other land improvements which was secured by Promissory Note. Staff's recollection is that this loan was paid. **J. Stroschein** will attempt to verify. A second loan was issued for \$200,000 and it was secured by Deed of Trust and a Promissory Note. Full payment was due upon the sale of the first property or on March 15, 2010, whichever occurred first. On April 20, 2011, the PDA sent a letter extending the due date to March 15, 2013 and added 5% interest per annum from March 15, 2011 until paid in full. On January 24, 2013 reminding BBAD of its payment obligation. The PDA met with BBAD on April 17, 2013 and extended the payment of the loan until the sale of the property, but not later than 5 years from April 17, 2013, to require that interest be brought current within 30 days and to require that payments of \$1,000 per month be made on the loan and accruing interest beginning June 17, 2013 until the principal is paid in full. The ultimate due date is April 17, 2018.

L. Crowell summarized the Tetridyn Solutions, Inc. debt: In September 2009, the PDA entered into an Economic Development Loan Agreement which provided for a \$50,000 loan which was secured by a Promissory Note. Payment on the loan was due September 25, 2010. At the November 17, 2010 PDA Meeting, the Board agreed to extend the length of the loan to October 25, 2011 and required payment of the first year interest in the amount of \$2,500 (which was paid on November 30, 2010). Interest on the loan would accrue at 5% per annum and all other terms of the original Note applied. No payment since November 2010 has been made. The signatory, Dave Hempstead, has since deceased. There is no open probate in the State of Idaho. The Idaho Corporation appears to be active and possibly still operating in Idaho Falls. T. Olsen will continue to research potential recovery possibilities.

L. Crowell summarized the Whisper Idaho, LP d/b/a Whisper Creek Log Homes debt: In May 2008, the PDA entered into an Economic Development Grant Agreement which provided for two loans totaling \$225,000. The PDA issued a check for \$75,000 immediately upon execution of the document and never did issue a check for the remaining \$150,000 since Whisper failed to meet the milestones outlined in the Grant Agreement. The PDA sent a letter on May 27, 2011 demanding payment. Whisper is rumored to have filed bankruptcy however T. Olsen could not locate a bankruptcy action in Idaho or Utah using PACER. There is some confusion among City Staff if this was considered a "grant" or a "loan". The "loan" was never reported in the PDA financials as a loan. It is the position of the PDA, it was a grant. It was **MSC (R. Meyers, B. Blad)** to cease attempts to recover these monies.

Agenda Item No. 7: Whitman Hotel Building Update. **J. Stroschein** advised she contacted Allen Collins, the Accountant for CMW, LLC, and obtained the depreciation and asset schedules for the Whitman building. She also analyzed the Sales Agreement Value documentation as well as the Basis in Property related to the transaction. She determined there was a loss of \$138,351.00 with the real estate transaction when sold to Whitman, LLC. She also noted that the basis in CMW, LLC property is as of December 2014 which means there would be additional depreciation reported in 2015. The amount of depreciation should not be greater than \$9,188.97 which represents the current year depreciation amount. This additional depreciation would not change the outcome of the sale from a loss to a gain. Therefore, it is her professional opinion,

this sale did not produce a gain and the PDA does not have a claim for revenues pursuant to the Memorandum of Agreement. **D. Tranmer** advised he believes the above obligation was limited to one transaction (ie. CMW, LLC and the future buyer; in this instance, Whitman, LLC). Therefore, no further obligations are required for the commercial area in future transactions. It was **MSC (B. Blad, C. Carr, Chair Orr opposed)** to have D. Tranmer compose a letter to CMW, LLC as formal satisfaction of PDA's expectations in relation to the commercial area of the Whitman Hotel.

Agenda Item No. 8: Naval Ordnance Plant Update. L. Crowell, Chair Orr and M. Quayle met with Earl Swift to discuss the meter request and to request Swift to provide a 10 year capital improvement plan for the Plant. **Chair Orr** explained this plan will allow the PDA to better understand the needs within the Plant and financially plan for the improvements. **B. Blad** summarized the projects completed at the Plant (ie. rail and road improvements) and how they have received positive feedback. **B. Blad** asked Chair Orr to mention to Swift that there seems to still be a parking issue at the south end; he thought the newly paved road was to alleviate some travel issues. **Chair Orr** agreed and will report to the PDA after he/Merril visit with Swift in December.

Agenda Item No. 9: Review of Site Readiness Property Evaluation Deliverable for the Pocatello Airport Business Park. L. Crowell was contacted by Idaho Power who was seeking permission to release this report to the State. He explained this document will be beneficial to any prospective company looking to locate at the Airport. The Board had no issue with releasing this report to the State.

Agenda Item No. 10: Legislative Update by Lon Crowell. L. Crowell provided a letter from Idaho State Representative Lance W. Clow and Idaho State Senator Mary Souza dated November 4, 2015. He explained urban renewal law is a difficult topic that is discussed annually and is presently being considered for significant amendment. However, it seems no matter how much good occurs or positive remarks are given, only the negative comments are portrayed. **B. Blad** advised the Board that he has a Resolution, which will be on the December 17th Council Agenda for adoption, supporting urban renewal law and economic development in Idaho as well as a letter signed by the City of Pocatello Council Members. He assured the Board that he and Lon are doing all they can to make a presence at the legislative meetings/sessions and encourage urban renewal at a local level.

Upcoming Events/Information:

1. **R. Meyers** requested an update on the Hoku site. **Chair Orr** advised the Board of an interested party but the details were still being worked out. At one time the interested party had asked to be at this PDA meeting, however, could not make it. Perhaps a special meeting will be called in the coming weeks.
2. **Airport Property Update.** The Airport has selected an appraisal firm experienced with both FAA and Tribal jurisdiction issues. The airport has submitted most relevant information to the appraiser, such as the pertinent deeds, and the appraiser is reviewing the data and developing a scope of work. Once we have clarified the SOW we will negotiate a price and timeline. David Allen estimates that we will receive the product by December 23 of this year.

3. **December PDA Meeting** will be moved to Tuesday, December 15, 2015 due to Chair Orr's inability to attend the meeting on Wednesday, December 16, 2015. B. Blad will be unable to attend.

2. **Adjournment:**

There being no additional business or need for an executive session, it was **MSC (B. Blad, R. Meyers)** to adjourn the meeting at 12:35 p.m.

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

AGENDA ITEM

NO. 2

FINANCIAL

REPORTS

Pocatello Development Authority
Balance Sheet by Class
As of October 31, 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	1,977,414.46	11,000.00	49,949.24	205,991.72	0.00	228,853.87	2,473,209.29
Savings Wells Fargo	746,176.44	0.00	0.00	0.00	0.00	0.00	746,176.44
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	677,522.32	0.00	0.00	0.00	677,522.32
Zions Rev Alloc Fnd 7110526	0.00	0.00	1,295,253.59	0.00	0.00	0.00	1,295,253.59
Total Checking/Savings	2,723,590.90	11,000.00	2,022,727.41	205,991.72	0.00	228,853.87	5,192,163.90
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	2,784,168.09	608,487.02	2,044,553.35	205,991.72	10,212.12	228,853.87	5,882,266.17
TOTAL ASSETS	2,784,168.09	608,487.02	2,044,553.35	205,991.72	10,212.12	228,853.87	5,882,266.17
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	3,131,287.14	10,405.17	1,959,186.11	205,991.72	142,390.94	232,649.97	5,681,911.05
Opening Balance Equity	0.00	0.00	64,643.86	0.00	0.00	0.00	64,643.86
Net Income	-407,731.83	1,000.00	1,269.90	0.00	-142,390.94	-3,796.10	-551,648.97
Total Equity	2,723,555.31	11,405.17	2,025,099.87	205,991.72	0.00	228,853.87	5,194,905.94
TOTAL LIABILITIES & EQUITY	2,784,132.70	608,487.02	2,044,588.74	205,991.72	10,212.12	228,853.87	5,882,266.17
UNBALANCED CLASSES	35.39	0.00	-35.39	0.00	0.00	0.00	0.00

Pocatello Development Authority
Profit & Loss by Class
 October 2015

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense						
Income						
Interest Income	19.01	812.71	32.56	0.00	0.00	864.28
Miscellaneous Income	0.00	0.00	0.00	0.00	256.40	256.40
Principal received on notes	0.00	187.29	0.00	0.00	0.00	187.29
Property Taxes	0.00	0.00	1,237.34	0.00	0.00	1,237.34
Total Income	<u>19.01</u>	<u>1,000.00</u>	<u>1,269.90</u>	<u>0.00</u>	<u>256.40</u>	<u>2,545.31</u>
Gross Profit	19.01	1,000.00	1,269.90	0.00	256.40	2,545.31
Expense						
Administrative	141.78	0.00	0.00	0.00	0.00	141.78
Capital Construction	157,609.06	0.00	0.00	0.00	0.00	157,609.06
Capital Land purchase	0.00	0.00	0.00	142,390.94	0.00	142,390.94
Economic Grants Issued	250,000.00	0.00	0.00	0.00	0.00	250,000.00
Professional Services						
Engineering Services	0.00	0.00	0.00	0.00	4,052.50	4,052.50
Total Professional Services	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,052.50</u>	<u>4,052.50</u>
Total Expense	<u>407,750.84</u>	<u>0.00</u>	<u>0.00</u>	<u>142,390.94</u>	<u>4,052.50</u>	<u>554,194.28</u>
Net Ordinary Income	<u>-407,731.83</u>	<u>1,000.00</u>	<u>1,269.90</u>	<u>-142,390.94</u>	<u>-3,796.10</u>	<u>-551,648.97</u>
Net Income	<u>-407,731.83</u>	<u>1,000.00</u>	<u>1,269.90</u>	<u>-142,390.94</u>	<u>-3,796.10</u>	<u>-551,648.97</u>

At month end the Authority had cash on hand of \$5,192,163.90. The checking account balance was \$2,473,209.29, the savings account was \$746,176.44, and cash being held by Zions Trust amounted to \$1,972,778.17.

Pocatello Development Authority recognized normal financial activity during the month of October. The Authority received revenues totaling \$2,545.31 of which \$864.28 was interest earnings on cash invested. The \$1,000.00 received on the note receivable applied \$187.29 towards the principal of the note. Property tax revenue totaled \$1,237.34 for the North Yellowstone District.

Expenses for the month totaled \$554,194.28. The expenses included a payment to T O Engineering for the environmental assessment in the amount of \$4,052.50. A payment of \$250,000.00 was made to Alameda Plaza LLC for the demolition of the Alameda Plaza and a payment of \$300,000.00 towards the purchase of the HOKU property. The administrative expense was for lunch in the amount of \$141.78.

Year to date revenues of \$2,545.31 (see page 3) are not greater than expenses of \$554,194.28. Overall Net Loss of \$551,648.97.

AGENDA ITEM

NO. 3

CRAIG W. CHRISTENSEN, CHARTERED

414 South Garfield
P. O. Box 130
Pocatello, ID 83204-0130
208-234-9353
Federal ID # 82-0455091

CITY OF POCATELLO
c/o KIRK BYBEE
CITY ATTORNEY'S OFFICE
911 NORTH 7TH AVENUE
POCATELLO, ID 83201

Date: October 26, 2015
Account No: 3624.001
Invoice No: 22376

Re: PDA - Positron

FOR PROPER CREDIT, PLEASE NOTE ACCOUNT & INVOICE NUMBERS ON CHECK

Professional Services

		<u>Hours</u>	<u>Amount</u>
1/17/2014	CWC Telephone conference with Kirk Bybee re foreclosure of deed of trust on building built on leased ISU land; telephone conference with Mike Kirkham re research on HUD loans and judicial v. non-judicial foreclosures	0.30	67.50
1/22/2014	MK Research deed of trust issues	2.00	200.00
1/23/2014	CWC Telephone conference with Kirk Bybee re time frames for meeting to review documentation	0.10	22.50
	MK Research deed of trust and judicial foreclosure issues re state owned property	3.50	350.00
1/24/2014	MK Research deed of trust and judicial foreclosure issues re state owned property; review PDA financial reports; Urban Renewal Law, I.C. 50-2001, et seq; and Idaho Constitution VIII	6.00	600.00
1/31/2014	CWC Review Mike Kirkham's research as to municipal corporations, foreclosure, regulations and notices	1.30	292.50
2/5/2014	CWC Review Tiffany's e-mail and attached letter re status of case; e-mail to Tiffany re review and discussions with Bybee	0.20	45.00
2/14/2014	MK Review Positron documents, lease agreement, consulting agreement, PDA letter and economic development loan agreement	3.00	300.00
2/17/2014	MK Prepare for analysis of deed of trust; begin drafting memo re PDA's options for foreclosure	2.50	250.00
2/18/2014	CWC Telephone conference with Kirk Bybee re status of non-judicial foreclosure proceedings and discussions with title company as to judicial foreclosure	0.20	45.00

		<u>Hours</u>	<u>Amount</u>
2/24/2014	MK Draft memo re options for foreclosure; research Idaho case law re deeds of trust for leaseholds	6.50	650.00
2/25/2014	MK Continue drafting memo re options for foreclosure with section on non-judicial v. judicial	1.30	130.00
2/26/2014	MK Draft memo re foreclosure and conflicts of interest	5.50	550.00
3/4/2014	CWC Review Kirkham's Memorandum re deed of trust foreclosure of leasehold; telephone conference with Ryan Ward re status of liens; telephone conference with Mari Tusch of Alliance Title re status of land and issues as to foreclosure; telephone conference with Kirk Bybee re status	1.20	270.00
3/5/2014	CWC Telephone conference with Ryan Ward re Positron loan and foreclosure issues; telephone conference with Mary Tusch and Curtice Smith at Alliance Title re ISU land ownership and lease to third party and issues as to foreclosure	0.80	180.00
3/10/2014	CWC Telephone conference with Curtice Smith of Alliance Title re non-judicial foreclosure of lease with deed of trust; telephone conference with Kirk Bybee re proposal to governmental entity and options	0.30	67.50
3/14/2014	CWC Telephone conference with Curtice Smith at Alliance title re contact with underwriter re issuance of title policy, review of lease agreement and language requirements	0.20	45.00
3/19/2014	CWC Correspondence to Kirk Bybee re analysis of documents and options for foreclosure	0.30	67.50
4/17/2014	CWC Review Kirk Bybee's e-mail re retention for foreclosure proceedings	0.10	22.50
4/28/2014	CWC Telephone conference with Curtice Smith re title report and non-judicial foreclosure	0.10	22.50
4/30/2014	CWC Review file; conference with Curtice Smith at Alliance Title re trustee's sale guarantee, coordination of non-judicial foreclosure proceedings and issues as to judicial v non-judicial proceeding; telephone conference with David Alexander re non-judicial foreclosure procedures	0.90	202.50
5/27/2014	CWC Telephone conference with Curtice Smith re status of case and initiation of foreclosure	0.10	22.50
5/29/2014	CWC Telephone conference with Curtice Smith re review of lease agreement and various issues as to foreclosure	0.20	45.00
5/30/2014	CWC E-mail to Bybee re status of proceedings	0.10	22.50
6/11/2014	CWC Review Curtice Smith e-mail and preliminary title commitment for non-judicial foreclosure; e-mail to Smith re meeting to finalize documents for underwriter; e-mail to Kirk Bybee re status	0.30	67.50

			<u>Hours</u>	<u>Amount</u>
6/19/2014	CWC	Telephone conference with Curtice Smith re issuance of preliminary title commitment and concerns with access to property	0.20	45.00
	CWC	Review Curtice Smith e-mail of June 11, 2014 and commitment for foreclosure; letter to Kirk Bybee	0.30	67.50
6/30/2014	CWC	Telephone conference with David Alexander's office re possibility of coordinating meeting to discuss ISU issues	0.10	22.50
7/1/2014	CWC	Conference with Curtice Smith of Alliance Title to review commitment, maps and access issues; review possibility of judicial foreclosure to obtain right of way	1.00	225.00
7/2/2014	CWC	Review text from David Bagley re David Alexander; text to Bagley re need for contact with Alexander as to right-of-way issue	0.20	45.00
7/8/2014	CWC	Review Alliance non-judicial foreclosure packet; review updated financial information; e-mail financial information to Curtice Smith; e-mail to PDA Board re status; telephone conference with David Bagley re need for meeting with Alexander re right of way issues; telephone conference with Pat of Alexander's ISU office re appointment to review title commitment and foreclosure issues	0.60	135.00
7/9/2014	CWC	Review smith's e-mail re time frames for meeting to review documentation	0.10	22.50
7/24/2014	CWC	Conference with David Alexander at ISU re right of way and/or easement; review issues as to lease agreement, use of building and purpose of access; telephone conference with Kirk Bybee re meeting with Alexander, legal issues and concern of title company underwriters; telephone conference with Curtice Smith re meeting with Alexander and concern of underwriters as to easement	1.30	292.50
8/21/2014	CWC	E-mail to Kirk Bybee re status of meeting with ISU and need for right of way and/or easement	0.10	22.50
9/15/2014	CWC	Review Kirk Bybee's e-mail re meeting with Alexander, right-of-way/easement, and possible assignment; e-mail to Kirk re use of facility by ISU	0.20	45.00
9/18/2014	CWC	Review e-mail from Kirk Bybee; telephone conference with David Alexander's office for appointment	0.20	45.00
9/22/2014	CWC	E-mail to Maynes re status of right-of-way or easement agreement	0.10	22.50
9/23/2014	CWC	Conference with David Alexander and Howard Grimes re easements, option of ISU taking property back, third parties interest in facility and foreclosure; telephone conference Kirk Bybee re meeting with Alexander and Grimes; telephone conference with Curtice Smith of Alliance title re easement and initiation of non-judicial foreclosure proceeding	1.00	225.00

			<u>Hours</u>	<u>Amount</u>
9/27/2014	CWC	Telephone conference with Curtice Smith re initiation of non-judicial foreclosure proceeding	0.10	22.50
10/2/2014	CWC	Review Alliance Title e-mail re status of completion of building; e-mail to Alliance Title re building and use of ISU President's office for address	0.20	45.00
10/14/2014	CWC	Telephone conference with Rob Maynes re right of way and easement issues; review Maynes e-mail with proposed easement for inclusion in foreclosure proceedings; review proposed easement; e-mail to Maynes	0.70	157.50
	RJM	Draft Easement Agreement	1.70	340.00
10/20/2014	CWC	Review Alliance e-mail re judicial v. non-judicial foreclosure proceeding and issues of maturity of Promissory Note and Deed of Trust	0.10	22.50
10/24/2014	CWC	Review e-mail from Alliance Title re judicial v. non-judicial proceedings; review e-mail from Curtice Smith re contact with underwriters	0.20	45.00
11/1/2014	CWC	Review Curtice Smith e-mail re issues of foreclosure and concerns of underwriters; e-mail to Smith re need for decision	0.20	45.00
11/5/2014	CWC	Review Curtice Smith e-mail re underwriter's position; review Alliance Title analysis of transaction documentation; e-mail to Kirk Bybee and David Alexander	0.40	90.00
11/10/2014	CWC	E-mail to Kirk Bybee and David Alexander re underwriter concerns about the "due date" based on documentation and need for judicial foreclosure; telephone conference with Curtice Smith re insurance and need for judicial foreclosure	0.30	67.50
11/11/2014	CWC	Review Maynes e-mail re draft of Easement; e-mail to Maynes re review of easement and need for judicial foreclosure; e-mail to Bybee and Alexander re Easement Agreement and meeting to discuss	0.30	67.50
11/15/2014	CWC	Review Curtice Smith e-mail and Litigation Guarantee; e-mail to Smith re policy; e-mail to Bybee and Alexander re policy, joint petition for easement and drafting of complaint for foreclosure	0.30	67.50
11/19/2014	CWC	Review Bybee's e-mail re meeting with PDA and authorization to move forward with judicial foreclosure proceeding; e-mail to Bybee	0.20	45.00
11/20/2014	CWC	Review proposed Easement Agreement; review Litigation Guarantee	0.20	45.00
1/8/2015	CWC	Review Tiffany Olson e-mail re meeting with PDA and presentation as to status of case; e-mail to Tiffany re meeting	0.20	45.00
1/9/2015	CWC	Review contracts and correspondence; review notes from discussions with ISU legal counsel; review information from Alliance Title; draft Complaint, Lis Pendens and Summons	5.50	1,237.50

		<u>Hours</u>	<u>Amount</u>
1/10/2015	CWC Review contracts and correspondence; review notes from discussions with ISU legal counsel; review information from Alliance Title; prepare list of issues to be discussed at meeting with PDA; continue drafting Complaint, Lis Pendens and Summons	2.50	562.50
1/13/2015	CWC E-mail to Kirk Bybee with copy of state court pleadings	0.10	22.50
1/17/2015	CWC Modify complaint; contact Hanson and Alexander re fair market value of property	0.30	67.50
	CWC Review e-mail from David Alexander re "best guess" of fair market value of property; e-mail to Kirk Bybee re final information needed for complaint	0.20	45.00
1/18/2015	CWC Review Alexander's e-mail re establishment of fair market value; e-mail to Alexander re estimate of fair market value	0.20	45.00
1/19/2015	CWC Review Bybee's e-mail re review of complaint and meeting with board	0.10	22.50
1/20/2015	CWC Draft count re easement to add to complaint	1.50	337.50
1/21/2015	CWC Review Count Three of Complaint; review easement issues; review title report; prepare for and attend meeting with PDA	1.80	405.00
1/24/2015	CWC Modify complaint to add count for access, easement and right-of-way; e-mail to Bybee, Curtice Smith, and David Alexander	3.30	742.50
1/27/2015	CWC Telephone conference with Tiffany re Lis Pendens and Complaint	0.10	22.50
1/28/2015	CWC Telephone conference with Tiffany re review of complaint and information need for completion	0.20	45.00
1/30/2015	CWC Telephone conference with David Alexander re date of completion of construction, meeting to view file and records of ISU and arrangements to inspect file of facility manager's file	0.20	45.00
	CWC Telephone conference with Pat re records as to occupancy and ok to review files; conference with Pat to ISU to review facility files; conference with ISU Physics faculty to inspect records; review Kirk Bybee's e-mail re review; e-mail to David Alexander, Kirk Bybee and Curtice Smith with copy of proposed complaint	1.70	382.50
2/2/2015	CWC Review Alexander's e-mail re certificate of substantial completion; e-mail to Cheryl Nelson seeking documentation for 2003/2004 project; telephone conference with Cheryl Nelson re occupancy of facility	0.30	67.50
	CWC Review e-mail from Cheryl Hanson and attached certificate of substantial completion for 2003/2004 project; e-mail to Cheryl re receipt	0.20	45.00
2/7/2015	CWC Review information from ISU; modify complaint and exhibits; e-mail to parties to review final complaint	1.50	337.50

		<u>Hours</u>	<u>Amount</u>
3/5/2015	CWC E-mail to David Alexander requesting fair market value of property so complaint can be finalized	0.10	22.50
3/23/2015	CWC E-mail to parties requesting fair market value of property for completion of complaint	0.10	22.50
3/25/2015	CWC Review Alexander's e-mail re fair market value of property, review Cheryl Hansen's e-mail re cost of project; e-mail to Alexander and Cheryl re need for fair market value to complete complaint	0.30	67.50
	CWC Review Alexander's e-mail re issues as to fair market value of property; review Cheryl Hanson's e-mail re cost of project; e-mail to Alexander and Hanson re valuation and information needed for complaint	0.30	67.50
3/30/2015	CWC E-mail to Kirk Bybee re status of case; telephone conference with Dan Heiner at Citizens Bank re valuation method for leasehold interests in real property	0.30	67.50
4/7/2015	CWC Review e-mail from David Alexander re valuation of property; e-mail to David Alexander re finalization of complaint	0.20	45.00
4/8/2015	CWC Review Alexander's updated replacement value information; modify complaint; finalize Lis Pendens	1.50	337.50
4/9/2015	CWC Conference with Kirk Bybee re arranging for signature on complaint and lis pendens	0.20	45.00
4/22/2015	CWC Conference with court personnel for filing of complaint, recording of Lis Pendens and issuance of summons; e-mail to Bybee, Smith and Alexander re filing of complaint and service of process	0.60	135.00
4/23/2015	CWC Review e-mails from Alexander and Smith re receipt of pleadings	0.10	22.50
5/4/2015	CWC Draft Acceptance of Service for David Alexander re ISU; correspondence to Tri County Process Serving service on Positron and Pioneer Title	0.50	112.50
5/13/2015	CWC Telephone conference with Jesse Hamilton, counsel for Pioneer Title, re status of case and entering into stipulation	0.20	45.00
5/26/2015	CWC Telephone conference with Jesse Hamilton re disclaimer of interest and stipulation as to Pioneer Title	0.20	45.00
	CWC Review e-mail from Tiffany Olsen to Erik Oaas as to PDA and Mike Orr as chairman	0.10	22.50
5/27/2015	CWC Review Erik Oaas e-mail and request for meeting with Chairman of Board and counsel for resolution; e-mail to Oaas re contact with PDA re available dates	0.20	45.00

		<u>Hours</u>	<u>Amount</u>
5/29/2015	CWC Review e-mail from Tiffany Olsen re availability of Mike Orr for meeting requested by Oaas; review e-mail from Tiffany re Orr schedule; e-mail to Tiffany	0.30	67.50
5/30/2015	CWC Review Oaas e-mail re meeting schedule and availability of parties; review proposed stipulation from Jesse Hamilton on behalf of Pioneer Title; e-mail to Hamilton re documentation	0.40	90.00
6/1/2015	CWC Review Oaas e-mail re request for extension of time to file answer to complaint; e-mail to Oaas re meeting on 6/11 and extension of time to file until 6/22; telephone conference with Janie re telephone call from Oaas demanding access to facility and threats if continuing denial; telephone conference with Mike Orr re contact by Oaas and demands for access to facility; telephone conference with Tiffany Olsen re contact with Oaas and his phone call and threats to her; telephone conference with Pat at Alexander's office re contact by Oaas and discussions with John Stoner; telephone conference with Erik Oaas re demands and access to facility; telephone conference with David Alexander re access	1.20	270.00
6/2/2015	CWC Review Oaas e-mail re agreement as to meeting date; review Tiffany's e-mail re accommodation of meeting room at city offices for meeting	0.20	45.00
6/3/2015	CWC Telephone conference with Mike Orr re meeting on 6/11 and individual meeting on 6/10	0.10	22.50
	CWC Review e-mail from Alexander re availability for meeting with Oaas; e-mail to Alexander re his attendance or attendance of representative at meeting; review e-mail from Oaas re attending at meeting	0.30	67.50
6/11/2015	CWC Review file and underlying agreements; prepare for meeting; conference with Mike Orr to review case status; conference with Orr and Oaas re possible resolutions	4.70	1,057.50
6/12/2015	CWC Prepare analysis for Orr to present to PDA board and to city council; e-mail to Tiffany Olsen	1.70	382.50
6/19/2015	CWC Review e-mail from Erik Oaas re meeting and status of settlement proposal; e-mail to Tranmer re results of meeting; e-mail to Oaas re status; review Tiffany's e-mail re need for quorum before decision; e-mail to Tranmer with notes from joint meeting; e-mail to Bybee re information; review Oaas e-mail re time frame for acceptance of settlement proposal; e-mail to Oaas re time frames	0.90	202.50
	CWC Review Oaas e-mail re request for additional time to file answer and query as to decision of PDA; e-mail to Oaas	0.20	45.00
6/23/2015	CWC Review Tiffany's e-mail re settlement proposal of Positron and counter proposal to be submitted; e-mail to Oaas declining settlement offer and advising of counter proposal after approval of ISU; e-mail to ISU counsel re settlement counter proposal; e-mail to PDA re response to Oaas	0.50	112.50

		<u>Hours</u>	<u>Amount</u>
6/24/2015	CWC Review Tiffany's e-mail and agreement to grant extension to Oaas for filing answer; e-mail to Oaas and ISU legal counsel re extension	0.20	45.00
6/25/2015	CWC Review Tiffany's e-mail and minutes of meetings pertaining to Positron; e-mail to Tiffany re contact with ISU	0.20	45.00
6/26/2015	CWC E-mail to Oaas re extension of time to file answer; review notes from meeting with Oaas, Bagley and Orr; review compiled notes; review PDA proposal and counter-proposal; conference with David Alexander to review terms of counter proposal; telephone conference with Dean Tranmer re meeting to review status	1.40	315.00
6/27/2015	CWC Review e-mail from Oaas re status of settlement proposal; e-mail to Oaas re settlement proposal from PDA and ISU	0.20	45.00
6/29/2015	CWC Conference with Dean Tranmer re status of discussions with Oaas, counter proposal for settlement, discussions with David Alexander and possible filing of bankruptcy; telephone conference with Curtice Smith at Alliance Title re possible settlement and need for approval of terms	0.60	135.00
7/2/2015	CWC Review e-mail from Oaas re extension to file answer and submission of counter proposal; e-mail to Oaas re status of counter proposal and agreement to extension	0.20	45.00
7/3/2015	CWC Review e-mail from David Alexander re approval of hazardous material information; review David Alexander e-mail re update on meeting with ISU technical safety staff; review Curtice Smith e-mail re settlement agreement and submission to underwriter	0.30	67.50
7/6/2015	CWC Draft settlement proposal; correspondence to counsel for review and approval of letter proposal	3.30	742.50
7/8/2015	CWC Review Orr's e-mail and approval of settlement proposal; review David Alexander's e-mail re information from accelerator people and retention or surrender of system; e-mail to Alexander	0.30	67.50
7/9/2015	CWC Review David Alexander's e-mail re language to be inserted into paragraph 7 of settlement proposal re removal of accelerator; e-mail to David Alexander re modifications; review Tranmer's e-mail re settlement proposal	0.30	67.50
7/10/2015	CWC Review Orr's e-mail and approval of revised settlement proposal; review Oaas e-mail and request for additional time to file answer	0.20	45.00
7/11/2015	CWC Review Orr's e-mail and approval of revised settlement offer; e-mail to Oaas re extension for filing answer from 7/17 to 7/24	0.20	45.00
7/13/2015	CWC Review Oaas e-mail re extension	0.10	22.50

		<u>Hours</u>	<u>Amount</u>
7/15/2015	CWC Finalize settlement proposal letter; e-mail to Oaas; e-mail to PDA and Alexander re modifications to proposal and submission to Oaas and establishment of time frame for response	2.00	450.00
7/16/2015	CWC Review Oaas e-mail re receipt of PDA counterproposal and questions as to removal provisions; forward Oaas e-mail to Alexander and PDA; e-mail to Oaas suggesting visiting with Alexander directly	0.30	67.50
7/17/2015	CWC Review Oaas e-mail re accelerator and "cell"; review Alexander's e-mail re accelerator and "cell"	0.20	45.00
	CWC Telephone conference with Curtice Smith to schedule meeting to review title issues if settlement is accepted	0.10	22.50
7/20/2015	CWC Review Oaas e-mail re response to PDA counter proposal and request for additional time to answer; e-mail PDA and City re response; review Orr's e-mail re not granting extension for additional time to answer	0.30	67.50
7/21/2015	CWC Review Oaas e-mail requesting time to address removal and disposal costs; review Orr's e-mail re request for additional time to file answer; e-mail to Oaas denying additional time	0.30	67.50
	CWC Review Oaas e-mail and suggest revisions to settlement proposal; e-mail to parties re Oaas counter proposal; review Oaas e-mail re retention of legal counsel and request for extension of time to file answer; review Orr's e-mail re response to Oaas proposal; e-mail to parties re meeting of members to discuss proposal	0.90	202.50
7/23/2015	CWC Review Mike Orr e-mail as to meeting today; e-mail to Mike as to time and place; review of Oaas e-mail as to response to query about filing answer and time frames	0.20	45.00
	CWC Conference with Mike Orr re Oaas latest proposal and request for additional time for response; e-mail to Oaas; telephone conference with David Alexander re counter proposal	1.00	225.00
7/24/2015	CWC Telephone conference with David Alexander re proposed stipulation and Oaas counter proposal, monies requested by Oaas, costs of removing hazardous materials and time frames for finalization; review Alexander's e-mail and suggested revisions to settlement proposal; e-mail to Alexander; review Oaas e-mail re PDA counter proposal; review Oaas e-mail re clarification of position of parties; e-mail to Oaas with clarifications as to PDA position	0.90	202.50
7/27/2015	CWC Review Oaas e-mail re value of property; modify settlement agreement to incorporate Alexanders suggested revisions; draft Disclaimer and Stipulation for Pioneer Title Company	9.80	2,205.00
7/28/2015	CWC Finalize Stipulation and Disclaimer with Pioneer Title Company; correspondence to Jesse Hamilton	0.50	112.50

		<u>Hours</u>	<u>Amount</u>
7/28/2015	CWC Telephone conference with Alyson Foster re representation of Positron; status of case; proposed settlement agreement	0.30	67.50
7/29/2015	CWC Review Jesse Hamilton's e-mail and signed Disclaimer of Interest; e-mail to parties re Disclaimer of title company; e-mail to parties re retention of Allison Foster by Positron; e-mail re contact with surveyor and legal description for easement/access	0.50	112.50
7/30/2015	CWC Review Kirk Bybee's e-mail re use of city surveyor; review e-mail between city departments re coordinating survey; review Alexander's e-mail re approval of settlement agreement and language as to "low level waste"; e-mail to Alexander re contact with Allison Foster	0.30	67.50
7/31/2015	CWC Telephone conference with Allison Foster re litigation and resolution of case and Oaas requests for modifications to agreement; e-mail to Alexander and City re discussions with Foster and agreement of Oaas to settle; e-mail to Alexander and City re coordination of survey for inclusion in transfer documentation; telephone conference with Merrill Quayle and Mark Jensen re survey procedures and time frames	0.90	202.50
8/3/2015	CWC E-mail to David Alexander re available dates for ISU to meet with city surveyors	0.10	22.50
8/4/2015	CWC Review e-mail from Allison Foster re review of settlement agreement and resolution of issues; review Settlement Agreement and Allison's requested modifications; make minor modifications to Settlement Agreement; e-mail to Allison re minor revisions to agreement but not making all modifications requested by Oaas; e-mail to Allison and Oaas setting deadline for signing and returning or filing answer to complaint	2.40	540.00
8/5/2015	CWC Review e-mail from Allison Foster re contact with Oaas re time frames for signing settlement agreement; telephone conference with Merrill Quayle and Mark Jensen re coordinating survey	0.30	67.50
8/6/2015	CWC Review Oaas e-mail and query on 2 additional changes; e-mail to Oaas of no authority to make changes and that judgment issue is contingent upon Alliance Title decision on insurability; review of agreement and requests as to paragraph 15.1 and additional 15.2	0.50	112.50
8/10/2015	CWC Review e-mail from Oaas with queries; e-mail to Alexander, Orr and City re coordinating signatures on settlement agreement; e-mail to Curtice Smith with copy of settlement agreement for discussions with underwriter	0.50	112.50
	CWC E-mail to Alexander and PDA re receipt of signed agreement from Oaas; e-mail to Curtice Smith re issues of determination of judicial foreclosure proceeding or deed in lieu procedures; telephone conference with Merrill Quayle re survey	0.30	67.50
8/11/2015	CWC Telephone conference with Pat at David Alexander's office re coordination of signing of settlement agreement by ISU and scheduling time to meet with surveyors; conference with Pat at ISU re signing of Settlement Agreement;	1.10	247.50

		<u>Hours</u>	<u>Amount</u>
	e-mail to Oaas, Alexander and City of Pocatello re coordination of signatures on settlement agreement; review e-mail from Curtice Smith re scheduling time to review agreement and questions raised by title company		
8/12/2015	CWC Telephone conference with Curtice Smith re issues of foreclosure through judicial process or deed in lieu and issues which may arise	0.30	67.50
8/13/2015	CWC Review Oaas e-mail to Alexander re radioactive information disclosures; conference with Alexander re signing of settlement agreement, meeting with city and ISU personnel re survey; time frames for removal of personal property and judicial foreclosure v. deed in lieu	0.30	67.50
8/17/2015	CWC Review e-mail from Oaas to Alexander requesting information on radioactive source supplies	0.10	22.50
8/19/2015	CWC Review Alexander's e-mail and execution of Agreement	0.10	22.50
8/20/2015	CWC Review Alexander's e-mail re time frame to pick up the documentation	0.10	22.50
8/25/2015	CWC Obtain signed settlement agreement; e-mail to parties re settlement agreement being fully signed and moving forward with judicial foreclosure; review Alexander's e-mail re survey for parking lot and driveway; e-mail to Alexander acknowledging scope of survey	0.40	90.00
8/28/2015	CWC Review Alexander's e-mail and request for additional information; e-mail to ISU re contact information; e-mail to Alexander re coordinating time frame to conduct survey	0.30	67.50
8/31/2015	CWC Telephone conference with Merrill Quayle re survey procedures and scheduling; e-mail to parties re status of survey procedures	0.30	67.50
9/7/2015	CWC Review Scofield's e-mail re survey meeting on 9-11 at 8:30 a.m.; e-mail to Curtice Smith re attendance at meeting; e-mail to Scofield re coordinating meeting	0.30	67.50
9/8/2015	CWC Review e-mail from Curtice Smith re meeting re survey; e-mail to Smith re survey and procedures; e-mail to Scofield re attendance by Smith	0.30	67.50
9/11/2015	CWC Conference with Scofield, Alexander, Smith and Quayle re survey for easement/right of way purposes; conference with John at Accelerator Building re meeting with Oaas to identify personal property and coordinate removal; conference with Alexander re status of state court pleadings and resolution of suit; e-mail to parties re meetings at ISU and survey plans and time frames	1.70	382.50
9/21/2015	CWC Review e-mail from Oaas re resolution of litigation; review e-mail from Merrill Quayle re survey, legal descriptions and coordination with title company	0.20	45.00

		<u>Hours</u>	<u>Amount</u>
9/22/2015	CWC Review Mark Jensen's e-mail and request for historical legal; review Curtice Smith e-mail and information re legal description; review Alexander's e-mail re correct legal description; review Merrill Quayle's e-mail re "blue area" description vs. "green area" description	0.40	90.00
9/24/2015	CWC Review Curtice Smith e-mail re title insurance quandry and possible resolution; e-mail to Smith re problem; review Alexander's e-mail re survey; review Quayle's e-mail re survey information; review Oaas e-mail re status of case; e-mail to Oaas re status of survey and finalization of documents; e-mail to parties re legal description, stipulation and judgment and decree; review Mark Jensen e-mail re legal description of lease	0.90	202.50
9/25/2015	CWC E-mail to parties re incorporation of lease agreement; draft amended lease agreement and stipulation with ISU re correct legal description; e-mail to parties with proposed stipulation; draft proposed judgment and decree incorporating stipulation and settlement agreement; draft affidavit of CWC re settlement agreement; telephone conference with Curtice Smith re legal descriptions and need for enlargement	4.50	1,012.50
9/29/2015	CWC Review Tiffany Olsen e-mail and suggested revisions to stipulation; e-mail to Tiffany re status of case and finalization of legal descriptions	0.20	45.00
9/30/2015	CWC Review Tiffany Olsen e-mail re issues as to correct legal description for easement	0.10	22.50
10/3/2015	CWC Review Curtice Smith e-mail re approval of easement designation; review David Alexander e-mail re approval as to legal description; review Tiffany Olsen e-mail re drafting of legal description for building; e-mail to Tiffany re legal description and procedure	0.50	112.50
10/6/2015	CWC Review e-mail from Quayle re legal description and time frames; e-mail to Quayle re finalization of legal descriptions; review Curtice Smith e-mail re easement and right of way	0.30	67.50
10/15/2015	CWC Telephone conference with Curtice Smith re survey, final documentation and working with underwriter to finalize	0.10	22.50
10/22/2015	CWC Review Merrill Quayle's e-mail and legal description; review e-mail from Mark Jensen re legal description formation	0.20	45.00
	For professional services rendered	<u>125.40</u>	<u>\$24,385.00</u>
	Additional Charges :		
4/22/2015	Bannock County Clerk - Filing Fee for Complaint		221.00
	Bannock County Recorder - Recording Lis Pendens		16.00
5/19/2015	Tri County Process Serving - Service on Pioneer Title		60.00

	<u>Amount</u>
5/27/2015 Tri County Process Serving - Service on Positron	97.00
Total costs	<u>\$394.00</u>
Total amount of this bill	<u>\$24,779.00</u>
Balance due	<u><u>\$24,779.00</u></u>

AGENDA ITEM

NO. 4

Pocatello Development Authority
Administrative Fee Review for FY 2015 Reporting
11/15/2015

	Geneal Fund	Central Corridor	North Yellowstone	Naval Ordinance	North Portneuf	Pocatello Airport	Totals
Checking & Savings 10/31/2015	\$ 2,723,590.90	\$ 11,000.00	\$ 1,345,202.83	\$ 205,991.72	\$ -	\$ 228,853.87	\$ 4,514,639.32
Administrative Fee Transfer for FY 2015	\$ 163,817.16	\$ (11,000.00)	\$ (130,961.38)	\$ (21,855.78)		* \$ -	\$ -
Checking & Savings	<u>\$ 2,887,408.06</u>	<u>\$ -</u>	<u>\$ 1,214,241.45</u>	<u>\$ 184,135.94</u>	<u>\$ -</u>	<u>\$ 228,853.87</u>	<u>\$ 4,514,639.32</u>
Commitments					**		\$ 4,514,639.32
Checking Savings uncommitted	<u>\$ 2,887,408.06</u>	<u>\$ -</u>	<u>\$ 1,214,241.45</u>	<u>\$ 184,135.94</u>	<u>\$ -</u>	<u>\$ 228,853.87</u>	

* Delay Administrative Transfers until development has been soldified.

** Purchase of HOKU property - payment complete for FY 2016
 Future Payments are \$25,250.18 per year for 14 years.

AGENDA ITEM

NO. 5

BBAD INVESTMENTS, LLC

March 2004 Economic Development Loan Agreement provided for 2 loans and 1 grant totaling \$560,000. Loans are secured by Deed of Trust and Promissory Note.

\$275,000 grant to ensure the project is feasible for BBAD

\$85,000 loan, secured by Promissory Note, to further the proposed BLM office building development and other area improvements

\$200,000 loan, secured by Deed of Trust and Promissory Note

Full payment due upon the sale of the first property or on March 15, 2010, whichever occurs first

- April 20, 2011: PDA letter extending due date to March 15, 2013 and add 5% per annum interest from March 15, 2011 until paid in full
- Chair Ward sent BBMAD a letter on January 24, 2013 reminding it of its payment obligation
- April 17, 2013 PDA Meeting: MSC to extend the payment date of the loan until the sale of the property, but not later than 5 years from April 17, 2013, to require that interest be brought current within 30 days and to require that payments of \$1,000 per month be made on the loan and accruing interest beginning June 17, 2013 until the principal is paid in full.

Due Date: April 17, 2018

ECONOMIC DEVELOPMENT LOAN AGREEMENT

This Agreement is made this 15th day of March, 2004, by and between BBAD Investments, L.L.C., a limited liability corporation formed under the laws of the State of Idaho (hereinafter referred to as "Developer"), and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter referred to as "PDA").

1. Recitals

1.1 Developer wants to construct and develop an approximately thirty(30) acre business park located near the I-15 interchange on South Fifth Avenue in Pocatello, Idaho. The first project proposed is to build and lease a portion of the above-named property to the U.S. Bureau of Land Management. The remainder of the property is earmarked for commercial enterprises.

1.2 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, 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.

1.3 In fulfillment of its statutory duties with respect to development in the Pocatello, Idaho area, PDA wishes to make funds available to assist developments that will retain and/or create jobs in the community and enhance the economic viability of the community.

1.4 Developer and PDA believe that it will be more feasible to attract commercial businesses to a site with the utility infrastructure (water and sewer lines, roadways, attractive entrance) already in place.

1.5 BBAD Investments, LLC, an Idaho limited liability company based in Pocatello, Idaho, and engaged in the development and construction of real estate projects, has developed a financing and construction plan for the location of a new U.S. Bureau of Land Management building and surrounding Commercial Business Park in Pocatello, Idaho.

1.6 PDA has determined that the above-described development project represents the type of urban area development to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development of the area and creation of jobs and increased tax base consistent with the applicable urban renewal plan. For that reason, PDA has committed to provide an amount not to exceed \$560,000.00 to Developer for specific uses in the project as delineated herein. Of said sum, \$285,000.00 shall be in the form of loans to Developer, one of which loan commitments is the subject of this Agreement. The remaining \$275,000.00 shall be in the form of a grant to ensure the project is feasible for Developer from a budgetary and accounting standards stand point and because of the resulting public benefits described above.

1.7 By this Agreement, PDA and Developer wish to memorialize their mutual undertaking and commitments with respect to the economic development loan described herein.

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

2. Loan of Funds

2.1 To further the proposed BLM office building development, and other area improvements and jobs enhancement expected therefrom, PDA agrees to loan to Developer the sum of \$85,000.00.

2.2 The loan proceeds shall be used by Developer for the construction of landscaping and site improvements.

2.3 Disbursement of the loan funds by PDA to Developer shall be through a special internal account to be maintained by PDA. The special account to be utilized by PDA shall identify and segregate the loan funds; and such funds shall be actually paid to Developer upon its presentation to the account administrator of invoices related to the total project costs and as allowed by law and the applicable urban renewal plan and as limited by Paragraph 2.2, above.

2.4 The loan shall be evidenced by a Promissory Note, executed on behalf of Developer. The Note shall provide that the loan is made without interest and is to be repaid either upon the sale of the first property within the business park or three years from the effective date of this Agreement, whichever occurs first. Developer shall have full right of prepayment.

3. Miscellaneous

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

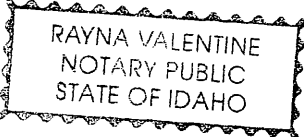
3.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors; but neither party may assign this Agreement without the express written consent of the other party.

3.3 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.

3.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement, including obtaining of any required resolution of its governing board.

3.5 This document constitutes the entire agreement of the parties with respect to this loan by PDA to Developer and supersedes any prior agreements of the parties.

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



Rayna Valentine
NOTARY PUBLIC FOR *Idaho*
Residing in *Bozelle*
My commission expires: *4/28/09*

THIS INSTRUMENT FILED FOR THE FIRST TIME BY FIRST AMERICAN TITLE COMPANY AS A CONDITION OF AGRADATION ONLY AND HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO THE EFFECT OF THE TITLE.

7-1
DEED OF TRUST

20405154

THIS DEED OF TRUST, made this 15th day of March, 2004, between BBAD Investments, L.L.C., a limited liability corporation formed under the laws of the State of Idaho, herein called Grantor, whose address is 444 Hospital Way, Suite 711, Pocatello, Idaho, 83201, and First American Title Company of Bannock County, herein called Trustee, and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho, herein called Beneficiary; and is made pursuant to Title 45, Chapter 15, Idaho Code, and successor statutes.

WITNESSETH: That Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee in trust, with power of sale, that certain real property located in Bannock County, Idaho, and more particularly described in Exhibit "A" hereto, together with real property improvements thereon.

FOR THE PURPOSE OF securing payment to beneficiary from Grantor of all indebtedness or obligations evidenced by or arising under:

a. Promissory Note dated March 15, 2004, executed by Grantor in favor of Beneficiary in the original principal sum of \$200,000.00, full payment due upon the sale of the first property within the business park or on March 15, 2010, whichever occurs first.

b. Economic Development Loan Agreement of March 15, 2004, between Grantor and Beneficiary.

THE PARTIES ACKNOWLEDGE that the real property is within an incorporated city (Pocatello, Idaho) and comprised of approximately 30 acres.

I. SECURITY OF PROPERTY

To protect the security of this Deed of Trust, Grantor agrees as follows:

FILE COPY

7-2

20405154

A. Maintenance of Premises. To keep said property and improvements in good condition and repair;

B. Insurance. To ensure the improvements on Grantor's property are insured against loss by casualty.

1. Coverage. The Grantor shall ensure any real property improvements on Grantor's real property described in Exhibit "A" are insured against loss by fire, lightning or windstorm, and in amounts equal to the lesser of: (a) the value of the real property improvements, or (b) the balance due on the Deed of Trust Note herein described. All insurance shall be in a form and content approved by Beneficiary and shall be carried by companies approved by Beneficiary consistent with this Deed of Trust.

2. Notice of Damage or Destruction . If the above-described property or any portion thereof shall be damaged or destroyed by any casualty whatsoever, Grantor shall immediately notify Beneficiary in writing of such fact. In Grantor's said written notice, Grantor shall indicate (i) whether the damage or destruction is covered by insurance; and (ii) Grantor's best estimate of the cost of restoring, repairing, replacing or rebuilding the property or part thereof damaged or destroyed.

3. Settlement and Application of Proceeds. In case of loss covered by insurance ("Insured Casualty"), the proceeds of the casualty loss insurance may be applied by Grantor or Grantor's lessee to restoration of the real property improvement; and proceeds not so applied will be paid to lienholders with respect to any leasehold interest in order of priority.

C. Defense of Claims. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.

D. Property Tax Obligation. To pay at least ten days before delinquency all real or personal property taxes imposed with respect to the real property, leasehold property, or improvements thereon.

E. Advances. To pay immediately and upon demand all sums expended by Beneficiary or the Trustee in performing any obligation of Grantor pursuant to the provisions hereof, as provided in the following paragraph.

1. Should Grantor fail to make any payment or to do any act as herein provided or contemplated, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Grantor and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof.

2. Beneficiary or Trustee is authorized to enter upon the real property or any leasehold property thereon for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and, in exercising such powers, or in enforcing this Deed of Trust by judicial foreclosure, pay necessary expenses, employ counsel and pay counsel's reasonable fees.

F. Grantor's obligations under this Section I of the Deed of Trust (maintenance and repair, insurance and property taxes) may be satisfied by maintenance and repair of the improvement, securing of insurance coverage and payment of taxes by Grantor's lessee with respect to any leasehold premises.

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20405154

II. ADDITIONAL AGREEMENTS

It is agreed by Grantor that:

A. The failure to comply with the obligations and requirements referred to in this Deed of Trust shall be a default on the part of the Grantor in the event the Grantor, within 30 days after notice relative to financial obligations and within 60 days after notice relative to non-financial obligations, fails to cure the breach; PROVIDED, HOWEVER, that if the non-financial obligation cannot be cured in said 60-day period, then if the Grantor shall have undertaken to cure the same within said 60-day period, and shall diligently pursue such cure to completion, the non-performance of the obligation within 60 days shall not be considered a default by Grantor.

B. By accepting payment of any sum secured hereby after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

C. At any time or from time to time, upon written request of Beneficiary, Trustee may reconvey all or any part of said property; consent to the making of any map or plat with respect to the property; or join in any extension agreement or any agreement subordinating the lien or charge hereof

D. Upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and the Deed of Trust Note to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder.

E. In the event of default by Grantor, Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the herein described real property to satisfy the obligations hereof, and shall cause such notice to be

7-5

recorded in the office of the Bannock County Clerk and Recorder, as provided in Idaho Code Section 45-1505(3), as the same now exists or may hereafter be amended.

Notice of sale having been given as then required by law, and not less than the time then required by law having elapsed, Trustee, without demand on Grantor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee shall deliver to the purchaser its deed conveying the real property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase the property at such sale, and in the case of Beneficiary, such purchase may be made in whole or in part, by credit bid.

After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of (1) all sums expended under the terms hereof, not then repaid; (ii) all other sums then secured hereby; and (iii) the remainder, if any, to the person or persons legally entitled thereto, as set out in Idaho Code Section 45-1507.

F. This Deed of Trust applies to, inures to the benefit of, and binds all parties herein, their successors and assigns. The term "Beneficiary" shall have, in this Deed of Trust, the meaning ascribed to it in Idaho Code Section 45-1502(1) or like provision of successor statute. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

G. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, as provided in Idaho Code

7-7

20405154

EXHIBIT A FOR
DEED OF TRUST DATED MARCH 15, 2004

That portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, lying Southwesterly of the Northeasterly line of that parcel of land deeded to Bannock County, Idaho, for highway purposes by instrument recorded in Book 60 of Deeds, page 227, records of said county.

EXCEPTING THEREFROM: That certain parcel deeded to Bannock County, Idaho, for highway purposes, recorded in Book 60 of Deeds, page 227, records of said county.

ALSO EXCEPTING THEREFROM: A parcel of land being on both sides of the centerline of Interstate 15, Project No. I-15-1(9)61 Highway Survey as shown on the plans thereof now on file in the office of the Department of Highways of the State of Idaho, and being a portion of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 7 South, Range 35 East, Boise Meridian, Bannock County, Idaho, described as follows:

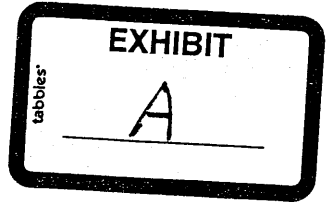
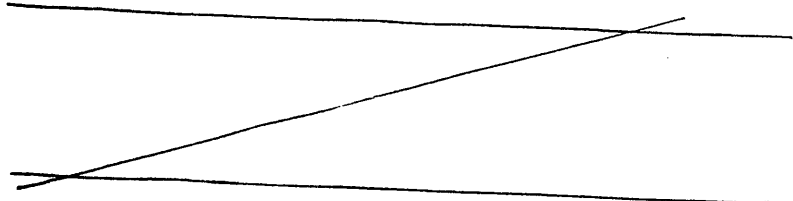
Beginning at the Northwest corner of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 6, Township 7 South, Range 35 East, Boise Meridian; thence Southerly along the West line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 830.91 feet to a point that bears South 73°21'44" West 120.98 feet from Station 44+00.17 of said Interstate 15, Project No. I-15-1(9)61 Highway Survey;

Thence South 15°50'14" East 508.28 feet to a point in the South line of said Section 6 that bears South 68°24'12" West 150.0 feet from Station 39+04.28 of said Highway Survey; thence South 89°52'37" East along said South line 322.0 feet, more or less, to a point in a line parallel with and 150.0 feet Northeasterly from the centerline and bears North 67°11'11" East from Station 1519+44.67 of said Highway Survey;

Thence along said last parallel line as follows: Northwesterly along a 5579.58 foot radius curve right 114.34 feet to a point opposite Station 1520+62.08 Back equals Station 39+00 Ahead of said Highway Survey, continuing Northwesterly along said 5579.58 foot radius curve right 584.29 feet to a point opposite Station 45+00 of said Highway Survey;

Thence leaving said parallel line North 11°35'55" West 673.61 feet to a point in the North line of said SW $\frac{1}{4}$ SE $\frac{1}{4}$ that bears North 74°21'37" East 197.47 feet from Station 51+71.94 of said Highway Survey; thence South 89°54'59" West along said North line 94.20 feet to the point of beginning.
Highway Station Reference: 1520+08.26 to 51+71.94.

ALSO EXCEPTING THEREFROM: Lot 2, Block 1, South Cliffs Subdivision, Bannock County, Idaho



PROMISSORY NOTE

\$200,000.00

March 15th, 2004

FOR VALUE RECEIVED, BBAD Investments, L.L.C., a limited liability corporation formed under the laws of the State of Idaho (Maker), promises to pay to the order of the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (Promisee), 911 North 7th Avenue, Pocatello, Idaho 83201, or at such other place as the holder may designate in writing, the principal sum of Two Hundred Thousand Dollars (\$200,000.00), without interest, lawful money of the United states of America.

Said sum being payable upon sale of the first property within Maker's business park or six years from the effect date of the Economic Loan Agreement, whichever occurs first.

This note is secured by Deed of Trust of even date herewith effecting lien on real property interest (leasehold interest) located in Bannock County, Idaho, and more particularly described in said Deed of Trust.

This note is to be construed and enforced according to the laws of the State of Idaho.

This note may be prepaid, in whole or in part.

In the event suit is commenced and counsel is employed by Promisee to collect all or any portion of the amount due under this note, the Maker agrees to pay, in addition to such costs and disbursements as may be allowed by law, reasonable attorney fees incurred by Promisee.

The Maker and endorser hereof severally waive presentment for payment, protest, notice of protest and of non-payment of this note.

BBAD Investments, L.L.C.

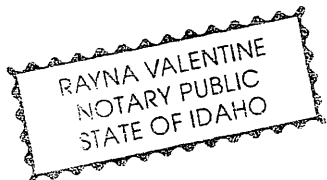
By: [Signature]
Bill Isley, Member

By: [Signature]
Brad Frasure, Member

STATE OF Idaho
County of Bannock ^{SS:}

On this 15th day of March, 2004, before me, the undersigned, a Notary Public in and for the State, personally appeared Bill Isley and Brad Frasure, known to me to be the members of BADD Investments, L.L.C., who executed the foregoing instrument on behalf of said limited liability corporation, and being duly sworn, acknowledged to me that they executed the same by authority of its bylaws and that such limited liability 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.



[Signature]
NOTARY PUBLIC FOR Idaho
Residing in Castillo
My commission expires: 4/26/04

PROMISSORY NOTE

\$85,000.00

March 5th, 2004

FOR VALUE RECEIVED, BBAD Investments, L.L.C., a limited liability corporation formed under the laws of the State of Idaho (Maker), promises to pay to the order of the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (Promisee), 911 North 7th Avenue, Pocatello, Idaho 83201, or at such other place as the holder may designate in writing, the principal sum of Eighty-five Thousand Dollars (\$85,000.00), without interest, lawful money of the United States of America.

Said sum being payable on or before March 15, 2007.

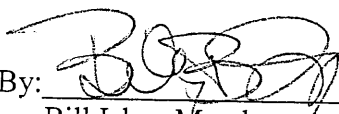
This note is to be construed and enforced according to the laws of the State of Idaho.

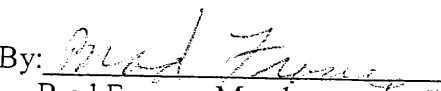
This note may be prepaid, in whole or in part.

In the event suit is commenced and counsel is employed by Promisee to collect all or any portion of the amount due under this note, the Maker agrees to pay, in addition to such costs and disbursements as may be allowed by law, reasonable attorney fees incurred by Promisee.

The Maker and endorser hereof severally waive presentment for payment, protest, notice of protest and of non-payment of this note.

BBAD Investments, L.L.C.

By: 
Bill Isley, Member

By: 
Brad Frasure, Member

Pocatello Development Authority

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

An urban renewal agency for the City of Pocatello, Idaho

April 20, 2011

Bill Isley and Brad Frasure, Members
BBAD Investments, L.L.C.
444 Hospital Way, Ste. 555
Pocatello, ID 83201

Re: Deed of Trust Note, Bannock County Instrument #20405154,
Promissory Note dated March 15, 2004, and
Economic Development Agreement Loan dated March 15, 2004

Dear Mr. Isley and Mr. Frasure:

This letter shall serve as the Pocatello Development Authority's (PDA) notice to BBAD Investments, LLC of the PDA Board of Commissioner's determination regarding BBAD Investments, LLC's request to the PDA to extend the due date of that certain Promissory Note executed on March 15, 2004 by BBAD Investments, L.L.C. for the benefit of the PDA in the amount of \$200,000.00.

After Mr. Chase's presentation to the Board, and upon deliberation, the PDA Board of Commissioners determined that it is willing to extend the due date of the Promissory Note made by BBAD Investments, L.L.C. in favor of the Pocatello Development Authority until March 15, 2013 with the added condition that the principal amount due according to said Promissory Note, \$200,000.00, shall accrue interest at the rate of five per cent (5%) per annum from March 15, 2011 until paid in full. Any payments made on said Note shall be applied first to accrued interest, then to the principal amount. All other terms and conditions provide for in said Promissory Note and the Deed of Trust recorded as Instrument #20405154 in the official records of Bannock County, and the Economic Development Loan Agreement dated March 15, 2004 shall remain in full force and effect. Previous agreements between BBAD Investments, L.L.C. and the PDA regarding the collateral on the Promissory Note shall also remain in full force and effect.

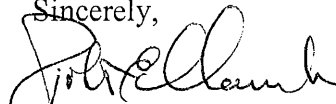
Assuming BBAD Investments, L.L.C. finds the terms for payment of the Promissory Note dated March 15, 2004 to be satisfactory, the PDA asks that each of you, as members of BBAD Investments, L.L.C., execute a duplicate original of this letter and return same to the PDA in care of the City of Pocatello Legal Department at P.O. Box

April 18, 2011
Page 2

4169, Pocatello, ID 83205-4169. If BBAD Investments, L.L.C. is not in accord with the terms presented by the PDA, please contact Robert Chambers, Interim Executive Director, immediately regarding payment of the Promissory Note.

The PDA remains supportive of the South Cliffs project and looks forward to its growth as a viable commercial development in the City of Pocatello

Sincerely,



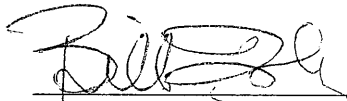
Robert Chambers, Interim Director
Pocatello Development Authority

RC/dt

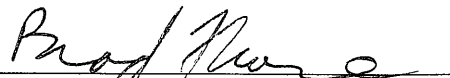
ACKNOWLEDGEMENT by BBAD Investments, L.L.C.:

We are the members of BBAD Investments, L.L.C., and as such, do hereby agree to the terms and conditions contained in this letter.

Dated this 22nd day of April, 2011.



Bill Isley, Member



Brad Frasure, Member

Pocatello Development Authority

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

An urban renewal agency for the City of Pocatello, Idaho

January 24, 2013

Bill Isley and Brad Frasure, Members
BBAD Investments, LLC
444 Hospital Way, Ste 555
Pocatello, ID 83201

Re: Deed of Trust Note, Bannock County Instrument #20405154
Promissory Note date March 15, 2004
Economic Development Loan Agreement dated March 15, 2004

Dear Mr. Isley and Mr. Frasure:

On March 15, 2004, an Economic Development Agreement was executed between the Pocatello Development Authority (PDA) and BBAD Investments, LLC., for the purpose of developing the "South Cliffs Project." A copy of this agreement is included.

On March 16, 2011, you attended a regularly convened PDA meeting and requested that the Board consider extending the loan due date, originally due on March 15, 2010. The Board's determination was as follows:

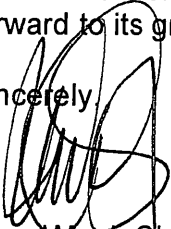
"...to extend the repayment date of the \$200,000.00 loan until March 15, 2013, and to charge interest on the unpaid balance at the rate of 5 percent per annum from March 15, 2011, until paid in full."

Consistent with that letter dated April 20, 2011, and signed by Bill Isley and Brad Frasure on April 22, 2011, in agreement with the terms of the PDA as stated above, on March 15, 2013, the total amount due will be as follows:

Principal	\$200,000.00
<u>Interest at 5% per annum</u>	<u>\$20,000.00</u>
Total Due	\$220,000.00

On January 16, 2013, the PDA Board regularly convened and requested that a letter be sent to BBAD Investments as a reminder of upcoming payment due and to inform BBAD Investments, LLC., that the PDA Board will not consider additional loan extensions. The letter serves to invite a response from BBAD Investments, LLC., as to its intentions regarding this agreement. The PDA would appreciate such a response in writing at your earliest convenience. The PDA remains supportive of the South Cliffs project and looks forward to its growth as a viable commercial development in the City of Pocatello.

Sincerely,

A handwritten signature in black ink, appearing to be "Ryan Ward", written over the word "Sincerely,".

Ryan Ward, Chair
Pocatello Development Authority

RW/lc

Enclosure: Economic Development Agreement
Letter of Determination, dated April 20, 2011
Deed of Trust, dated March 15, 2004
Promissory Note, dated March 15, 2004

POCATELLO DEVELOPMENT AUTHORITY MINUTES

Meeting April 17, 2013

Members present: Brian Blad, Roger Bray, Larry Fisher, Cynthia Hill, Russ Meyers, Michael Orr, and John Regetz (ex officio)

Members absent: Karl Anderson, Darlene Gerry (excused), and Ryan Ward (excused)

Staff present: Lonnie Crowell, Executive Director; Merrill Quayle, City Planning Engineer; A. Dean Tranmer and Darcy Taylor, City Legal Dept.; Dave Swindell and Jerry Higgins, City Finance Dept.

Vice-Chair R. Meyers called the meeting to order at 11:01 a.m.

1. Preliminary matters:

A. Introductions, Conflicts, and Agenda. No guests were in attendance other than those individuals appearing on agenda items. Additions to the agenda included a presentation of a PDA Pre-Application Review Matrix by Lon Crowell, and a Legislative Committee Report by **R. Meyers**. No disclosures or conflicts with agenda items were acknowledged by the Commissioners.

B. Minutes. The minutes of the regularly scheduled meeting of March 20, 2013 were reviewed. It was **MSC (C. Hill, L. Fisher)** to approve the minutes as presented.

C. Financial Report. J. Higgins presented the financial report for the month of March, 2013. Total cash available as of March 31, 2013 was \$6,980, 932.80. During the month of March the PDA received cash in the amount of \$46,382.51, which included \$436.79 in interest, tax increment payments of \$35,945.72, of which \$7,840.41 was attributed to the Central Corridor District, \$3,586.81 was attributed to the North Yellowstone District, and \$24,518.50 was attributed to the Pocatello Regional Airport District (from Power County). The sum of \$10,000.00 was transferred to the General Fund from the Central Corridor District as an advance on the administrative fee from the Central Corridor. This amount is attributed as income to the General Fund, and as an expense to the Central Corridor Fund. Expenses for March totaled \$11,274.33, which included the aforementioned administrative fee of \$10,000.00, together with administrative expenses in the amount of \$158.03 from the General Fund, and arbitration fees of \$1,116.30. After a brief discussion, it was **MSC (C. Hill, M. Orr)** to approve the financial report for March, 2013.

2. General Discussion Items:

A. Positron Update. **R. Meyers** introduced Eric Oaas and Tim Wilson, President and Chief Technical Officer respectively, of Positron, who requested time with the Board of Commissioners in response to **Chairman Ward's** letter to Positron dated January 24, 2013. Mr. Oaas began his presentation to the Board by expressing his appreciation for the Board's patience with Positron over the last several years. (**B. Blad** arrived at 11:10 a.m.) Oaas presented a power point presentation which outlined two separate business opportunities being pursued by Positron. The first technology was Induced Positron Annihilation (IPA) technology, and the second was Phase Contrast Analysis (PCA) technology, which utilizes x-ray technology to determine and find hidden flaws in materials, such as aircraft. Oaas assured the Board that the PCA technology has a very significant marketability. He advised the Board that Positron is not asking for an extension on the payment of the \$400,000.00 promissory note owed to the PDA, but is proposing to pay back on the note over time. Tim Wilson related that the core technology for the IPA technology was developed at the Idaho State University (ISU) site. The technology

is being considered by the U.S. Air Force to address issues with metallic components. Following a more detailed presentation regarding the technology being developed by Positron, Oaas proposed a repayment schedule on the promissory note as follows: payments of \$1,000.00 per month beginning September 2013 through August 2013, followed by monthly payments of \$3,000.00 per month from September 2014 through August 2015, payments of \$5,000.00 per month from September 2015 through August 2016, and a balloon payment of \$292,000.00 on September 1, 2016. Discussion followed among Board members regarding the terms of payment of the promissory note and the nature of the collateral for the note, which is a leasehold interest in the Positron building situated on property owned by Idaho State University. Information was not readily available on the length of the term of the lease between Positron and ISU. D. Swindell advised the Board that although the failure of Positron to make timely payments on the note has prompted criticism of the development authority, the offer of monthly payments by Positron is a good first step at getting some return on the Board's investment. However, he noted that the Board may wish to consider the value of the collateral on the note prior to making a determination as to the viability of Positron's offer. J. Regetz noted that there has been some interest in the collateralized leased property by ISU and others in the recent past, but not necessarily anything that would be viable in the next year or two. After further discussion, **R. Bray** suggested that additional information be obtained regarding Positron's use of the collateralized premises as follows: 1) details of the lease between Positron and ISU, 2) if Positron would consider a more aggressive payment schedule, 3) the functionality of ISU's presence in Positron's endeavor, and 4) if there is another viable entity interested in the leased premises. **Bray** requested that this information be obtained for discussion at the next Board meeting. **M. Orr** further requested that the treasurer and financial division present an amortization of the payment schedule with regard to interest due on the promissory note at the rate of 5% interest since March of 2013.

B. BBAD Investments, LLC. Bill Isley and Brad Frasure appeared on behalf of BBAD Investments, LLC (BBAD) to discuss the \$200,000.00 promissory note due from BBAD to the PDA. Mr. Isley provided a brief history of the South Cliffs project and the PDA's investment in that project. Isley advised the Board that unlike the previously discussed matter (Positron), the PDA's collateral for BBAD's promissory note, consisting of six acres across from the existing BLM building, was strong and secure. However, he continued, BBAD's liquid assets are in a less desirable position, and the company is currently making deferred payments on its bank loans by paying only the accrued interest at this time. Isley provided information on the proposed construction of a BLM building on one of the lots in the South Cliffs subdivision which in Isley's opinion effectively precludes any future connectivity of the South Cliff lots to the South Valley Connector. Isley proposed the following terms regarding the promissory note owed to the PDA: 1) the due date of the promissory note be extended until the secured property is sold, or 2) convert the amount due into a grant, which BBAD could potentially use to obtain a loan from a bank and pay off a portion of the loan. Board discussion followed, during which time **M. Orr** inquired if the PDA was in a position to proceed with a foreclosure action. Isley advised the Board that although foreclosure could be pursued it would be foolhardy in light of the fact that BBAD pays its property taxes on the property, which is returned to the PDA in the form of TIF money. **C. Hill** asked if BBAD was in a position to make the interest payment due on the loan, and Isley stated if the Board would defer action for thirty days he would make a proposal to do that. **R. Meyers** reiterated the options available to the Board, which he considered to be: 1) convert the loan to a grant to allow BBAD to get refinancing and potentially see repayment within sixty days; 2) extend the term of the note with potential payment of interest due in thirty

to sixty days; or 3) start foreclosure proceedings on the collateral. Isley advised the Board that he would take preventative actions to halt any foreclosure action against the collateral, as afforded by law. Isley expressed an opinion that the BLM's decision to construct a new building has caused a loss to both the City of Pocatello, with regard to access to the South Valley Connector, and to BBAD with regard to its financial investment in infrastructure in the South Cliffs development. **M. Orr** expressed concern regarding the public's impression that the PDA does not collect on the debts owed it. After further discussion, **it was moved and seconded (M. Orr, B. Blad)** to extend the due date of the loan for ninety days from April 17, 2013, and if the loan is not paid in full, to proceed with foreclosure action. Discussion followed during which time **B. Blad** and **M. Orr** expressed concern that BBAD would preclude the PDA's ability to be repaid on the loan by evading foreclosure. **R. Bray** inquired if BBAD could pay \$1,000.00 per month on the debt. Isley offered to pay interest, or in the alternative, asked for a grant of half the amount due. **L. Fisher** inquired if BBAD could make payments if interest was waived. **R. Meyers** called for a vote on the **motion, which failed by a vote of two ayes (M. Orr, B. Blad) and three nays (L. Fisher, R. Bray, C. Hill)**. Thereafter **it was moved and seconded (R. Bray, C. Hill)** to accept a monthly payment of \$1,000.00 per month, to extend the loan for an additional two years, and to extend the interest requirement and payment. Thereafter, **R. Bray withdrew the motion**. After additional discussion **it was moved and seconded (R. Bray, C. Hill)** to extend the payment date of the loan until the sale of the property, but not later than five years from April 17, 2013, to require that interest be brought current within thirty days, and to require that payments of \$1,000.00 per month be made on the loan and accruing interest beginning June 17, 2013 until the principal is paid in full. **The motion passed by a vote of three ayes (R. Bray, L. Fisher, C. Hill) and one nay (M. Orr).**

3. Executive Session:

R. Meyers called for a motion for the Board go into an executive session to discuss a matter regarding negotiations involving matters of trade or commerce in which the PDA is in competition with other governing bodies. **It was moved and seconded (R. Bray, C. Hill)** to adjourn to executive session pursuant to Idaho Code §67-2345(1)(e). **The motion passed by roll call vote (Ayes: B. Blad, R. Bray, L. Fisher, C. Hill, R. Meyers, and M. Orr; Nays: None)**. The Board adjourned to executive session at 1:16 p.m. (**C. Hill** left at 1:40 p.m.) The Board reconvened to regular session at 1:42 p.m.

4. Liability, Errors and Omission Insurance:

D. Swindell presented the Board with a proposed policy for Board liability, errors and omission insurance from ICRMP to the Board, explaining that it was standard practice to protect a board with such a policy. After a brief discussion, **it was MSC (L. Fisher, M. Orr)** to expend money from the General Fund to purchase the insurance policy.

5. Adjournment:

It was MSC (L. Fisher, M. Orr) to table the remaining business of the meeting, i.e., the Cheyenne Connector update, the PDA Pre-Application Review Matrix, and the Legislative Committee Report, until the next regularly scheduled Board Meeting. Thereafter, **it was MSC (M. Orr, R. Bray)** to adjourn the meeting at 1:45 p.m.

POCATELLO DEVELOPMENT AUTHORITY
SPECIAL MEETING MINUTES
June 26, 2013

Members present: Brian Blad, Roger Bray, Larry Fisher, Darlene Gerry, Cynthia Hill, John Regetz (ex officio), and Ryan Ward

Members absent: Karl Anderson, Russ Meyers (excused), and Michael Orr (excused)

Staff present: Lonnie Crowell, Executive Director; Merrill Quayle, City Planning Engineer; Deirdre Castillo, City Engineer; A. Dean Tranmer, Darcy Taylor and Tiffany Olsen, City Legal Dept.; Dave Swindell and Jerry Higgins, City Finance Dept.; and David Allen, Pocatello Regional Airport Manager

Chair R. Ward called the meeting to order at 11:06 a.m.

1. Preliminary matters:

Introductions, Conflicts, and Agenda. Guests in attendance included Jimmy Hancock, Idaho State Journal; reporters from KPVI Channel 8 and KIFI Channel 3, and Eva Nye, Pocatello City Council member. There were no conflicts noted, and no additions or deletions to the agenda.

2. General Discussion Items:

A. BBAD Investments, LLC. **Chair Ward** directed the Board's attention to a letter dated June 14, 2013 from BBAD Investments, LLC (BBAD), regarding the \$200,000 note owed by BBAD to the PDA. **Ward** then turned the meeting over to Bill Isley, a managing member of BBAD. Isley presented the Board with a map and brief history of the South Cliffs development, which were included in a packet of information outlining the negotiations which occurred between the Bureau of Land Management (BLM) and BBAD for the construction of a Hot Shot Facility by the BLM. Isley reported the details of the agreement between the BLM and BBAD for the placement of the facility had altered, making further development of the South Cliffs Subdivision more difficult to achieve. The BLM changed the site location of its proposed facility and requested access to said facility via the right-of-way of the South Valley Connector from the City of Pocatello, which was granted by the Pocatello City Council. Isley represented to the Board that the access to the BLM facility from the South Valley Connector is not in the best interest of the City, nor of the PDA, because it limits the potential for future commercial development of the surrounding area, and consequently limits the potential tax base of the area.

Discussion followed regarding the details of the intentions of the BLM and BBAD with regard to the construction of the BLM facility. Isley claimed the City Council did not understand the full effect of allowing the BLM access to its property from the South Valley Connector. He represented that the cost of access from the Connector is much greater than the cost of access from the South Cliffs Subdivision, and that the access between the existing BLM facility and the proposed Hotshot facility would only be available by a circuitous route along South Fifth Avenue. **D. Gerry** questioned why BBAD did not raise an objection to the BLM's request for access from the Connector when the item came before the City Council. Isley responded that BBAD was unaware of the BLM's request until after the City Council meeting and felt it should have received notice of the request. Isley was asked what BBAD expected the Board to do with the information presented. **Chair Ward** advised the Board that he had called the special meeting to make sure the Board understood the events which occurred between BBAD and the BLM in light of BBAD's recent presentation to the Board regarding payment of its debt to the PDA.

Isley affirmed to the Board that the note and interest would be paid in full, and that in the event the BLM approached the Board with an offer or request regarding the Connector access, the Board would have knowledge of the history of the Hotshot project. **R. Bray** advised the Board that when the City Council made the decision to grant the right-of-way access to the BLM, it did so upon the condition that the BLM continue its negotiations with BBAD for access. However, the City Council was also interested in making sure the Hotshot Facility would be built in the City, and if access wasn't available through the South Cliffs Subdivision, an alternate route would be available. **Chair Ward** concluded that the negotiations of this matter are between the BLM and BBAD, but that the PDA Board appreciated hearing BBAD's perspective of the issue. **Ward** then directed the Treasurer to bill BBAD for the interest due on the note owed by BBAD.

B. Pocatello Regional Airport. Lon Crowell requested the Board consider authorizing the expenditure of Pocatello Regional Airport (PRA) district funds in an amount not to exceed \$7,500.00 in order to contract with Keller Engineering for a review and assessment of existing and necessary infrastructure for potential business development in the PRA district. Crowell further requested the Board grant him permission to enter into such a contract from time to time as potential businesses make inquiries. He noted that such inquiries often want information on infrastructure quickly, and having to wait for a regular PDA Board meeting to get approval to enter into such a contract slows potential projects down. **It was MSC (D. Gerry, B. Blad)** to authorize Crowell to enter into an agreement on behalf of the PDA to contract with Keller Engineering for a review and assessment of existing and required infrastructure for a potential business at the PRA urban renewal area. **D. Gerry** noted that she preferred to be informed of the specific process and mechanisms which would be necessary before any such contract would be authorized by the Board, and **B. Blad** agreed. After further discussion, **Chair Ward** instructed Crowell to work with the PDA legal counsel to establish a protocol for temporary contracts of infrastructure review and assessment.

3. Executive Session:

Chair Ward called for a motion for the Board go into an executive session to discuss a matter regarding negotiations involving matters of trade or commerce in which the PDA is in competition with other governing bodies. **It was moved and seconded (D. Gerry, B. Blad)** to adjourn to executive session pursuant to Idaho Code §67-2345(1)(e). The motion passed by roll call vote (**Ayes: B. Blad, R. Bray, L. Fisher, D. Gerry, C. Hill, and R. Ward; Nays: None**). The Board adjourned to executive session at approximately 12:20 p.m. The Board reconvened to regular session at approximately 12:47 p.m.

4. Fund Transfer:

Upon return to regular session, **it was MSC (B. Blad, D. Gerry)** to authorize the transfer of \$250,000.00 from the Central Corridor district fund to the General fund as part of the administrative fee for administrative costs of managing the Central Corridor Revenue Allocation Area plan projects completed pursuant to said Plan. Thereafter, **it was MSC (B. Blad, D. Gerry)** to approve an expenditure from the General fund of not more than \$250,000.00, upon receipt of invoices for work performed and approval of said invoices by the City Engineer, for the demolition of a deteriorated building within a commercial area situated outside of any urban renewal area within the City of Pocatello.

Adjournment:

There being no additional business, **it was MSC (C. Hill, B. Blad) to adjourn the meeting at approximately 12:55 p.m.**

TETRIDYN SOLUTIONS, INC.

September 2009 Economic Development Loan Agreement provided for \$50,000 loan; secured with a Promissory Note

- Due September 25, 2010
- November 17, 2010: PDA agreed to
 - (1) extend the loan length to October 25, 2011;
 - (2) required payment of the first year interest in the amount of \$2,500 (Paid 11/30/2010);
 - (3) Interest on the loan extension will be 5% per annum;and
 - (4) all other terms of the original note apply.

Recovery: unknown

Mr. Hempstead is deceased (the signer to the EDLA).

The Idaho Corporation is active – operation base Idaho Falls, ID

Also appears to be operating in Lancaster, PA

Of note: Tetridyn Solutions was loaned \$45,000 in 2008 and the PDA was timely paid in full.

POCATELLO DEVELOPMENT AUTHORITY MINUTES
Meeting September 16, 2009

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

Staff present: R. Chambers, Interim Executive Director; A. Dean Tranmer 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 no guests were present. **Chairman Brown** noted changes and additions to the agenda as follows: an item regarding trade or commerce, pursuant to Idaho Code §67-2345(1)(e), needed to be discussed in executive session; and the South Valley Connector payment item was expanded to include an update on the project. The item for executive session was presented to the Chairman of the Board the day prior to the meeting, and after the agenda was set the Executive Director received information which could affect South Valley Connector project from FEMA and the Army Corps of Engineers. **Chairman Brown** further noted that said executive session of the meeting would be heard after the financial report and prior to the South Valley Connector agenda item.

B. Minutes. Minutes of the regularly scheduled July meeting were reviewed, and it was **MSC (T. Brower, D. Johnson)** to approve those minutes.

C. Financial Report. J. Higgins presented the financial report for the months of July and August. Total cash available as of July 31, 2009 was \$2,740,658.19. During the month of July, the PDA received cash in the amount of \$1,745,145.18, which included \$22.90 in interest, and tax increment payments of \$1,745,122.28 (\$1,211,343.83 for the Central Corridor, \$528,767.23 for North Yellowstone, \$4,611.35 for the Naval Ordnance Plant, and 399.87 for North Portneuf). There was a transfer of \$75,000.00 from the Naval Ordnance fund to the General fund to repay a loan made by the General Fund. Expenses for July totaled \$36,650.49, which expenses included the last payment to the Triangle, Inc. of \$36,506.64, PDA lunch costs of \$124.90, and bank fees of \$18.95. (**K. Monroe** arrived at 11:06; **R. Ward** arrived at 11:08) The financial report for August reflected total cash available as of August 31, 2009 in the amount of \$2,150,509.03. During the month of August, the PDA received cash in the amount of 24.53 in interest, and tax increment payments in the amounts of \$44,214.69 for the Central Corridor and \$22.32 for North Yellowstone, for a total of \$44,261.54. Additionally, a loan repayment in the amount of \$32,171.69 was made from North Yellowstone to the General Fund. Expenses for August included the 2008 audit cost of \$3,713.54, \$172,490.81 to the City of Pocatello for engineering expenses for the South Valley Connector, a \$351,662.50 North Yellowstone bond payment, and bank service charges of \$32.86. Discussion regarding the financial reports followed. **C. Hill** questioned the continuing bank fees. J. Higgins committed to contacting the bank for an explanation and hopefully, a discontinuation of fees. With regard to the \$172,490.81 payment to the City for engineering expenses on the South Valley Connector project, J. Higgins advised the Board that although it was the City's understanding that FEMA issues prohibited the Idaho Transportation Department (ITD) from paying any fees on engineering expenses, ITD had nonetheless made that payment to the City. The PDA also approved payment of the expense by a separate poll on August 18, 2009, which payment was made. Once it is determined whether or not the ITD payment was proper, the City will refund any overpayments made on the project to the PDA. J. Higgins further advised the Board of several disbursements which were due to be made by the PDA, and requested approval of those disbursements, namely, \$19.70 to D. Taylor for lunch supplies, \$91.28 for the September PDA lunch, \$2,250.00 for Trustee fees on the Central Corridor 2000 A Series Bond, \$246,522.51 to Wells Fargo Trust, and \$13,026.00 to the

City of Pocatello for 20% matching fees for the South Valley Connector engineering expenses, as well as a ratification of the poll approving the payment of \$172,490.81 to the City for engineering services on the South Valley Connector. **It was MSC (C. Hill, D. Johnson)** to approve the July financial report, **it was MSC (R. Ward, D. Johnson)** to approve the August Financial Report, and **it was MSC (R. Ward, C. Hill)** to approve and ratify the payments as briefed by Mr. Higgins.

On a final matter, J. Higgins referred the Board to his Memo dated September 16, 2009, in which he reported that the North Yellowstone District has \$183,287.70 cash available for unbudgeted payments. The memo outlined the options available to the Board, which included doing nothing with the unbudgeted cash, repay the General Fund for monies loaned to the North Yellowstone District, make an early payment under the development agreement with Costco Wholesale, or any combination of the above. Discussion followed, including limitations on using the unbudgeted funds under different scenarios. Thereafter, **it was MSC (T. Brower, K. Monroe)** to transfer the \$183,287.70 from the North Yellowstone Fund to the General Fund to repay previously loaned money.

2. Executive Session:

At approximately 11:26 a.m., **it was MSC (R. Chase, D. Johnson)** to adjourn to executive session pursuant to I.C. §67-2345(1)(e) to consider preliminary negotiations involving two matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. A roll call vote was taken on the motion, with results as follows: **K. Anderson, T. Brower, S. Brown, R. Chase, C. Hill, D. Johnson, K. Monroe, and R. Ward voted aye; none opposed.** The regular meeting was reconvened at 11:54 a.m.

3. Consolidated Central Corridor:

A. **TetriDyn Solutions.** TetriDyn Solutions Dave Hempstead advised the Board of a project TetriDyn is working on, and explained the company's need for a short-term cash infusion for operating costs in order to bring the project to fruition. Hempstead requested a short term loan from PDA in the amount of \$50,000.00. Discussion followed regarding TetriDyn's ability to repay the loan, and Hempstead reminded the Board that TetriDyn had paid back a prior loan made to the company by PDA, and that the company had steady income from its various hospital contracts. Thereafter, **it was MSC (K. Monroe, C. Hill)** to approve a loan from the PDA General Fund to TetriDyn in the amount of \$50,000.00 for a one year term, which loan shall be interest free as long as TetriDyn maintains at least its current level of operation at its business in Pocatello, and to authorize the Chairman to do all things necessary to complete said loan. Upon passage of the motion, the PDA legal counsel was instructed to prepare the necessary documents.

B. **Positron.** Steve Yano and Eric Oaas appeared before the Board to renew Positron's request for relief from the PDA of the \$400,000.00 loan to Positron in order to assist Positron in launching a new venture previously presented to the Board in December, 2008. Yano provided an update on the progress of the new business venture involving the production of medical isotopes used in the diagnosis of certain cancers. Yano reported that since last December market research has been done, and the company continues to work on building business venture associations. A company called Accelor Solutions, LLC ("Accelor") was co-formed by Positron to market medical isotopes. Yano provided general technical information regarding the potential business application of Accelor. As was reported in December, 2008, it remains difficult for Positron to acquire funding for this project when it shows an outstanding debt of \$400,000.00 to the PDA. In December, discussions centered around a proposal under which the PDA would receive a number of shares in the newly formed marketing company in exchange for forgiveness of the \$400,000.00 debt owed by Positron. Oaas and Yano return at this time to

present a proposal for the forgiveness of the \$400,000.00 debt owed by Positron to the PDA, as follows: the PDA would receive 100,000 shares of common stock in Acceloris in return for forgiveness of the \$400,000.00 note due to the PDA in 2011. Oaas represented to the Board that eliminating the debt owed to the PDA strengthens Positron's balance sheets, making financing easier to obtain for the project. Oaas further stated that Positron intends to pursue fifty per cent of the money needed for the project from banks, and to obtain the remainder of the funds needed through equity agreements such as the proposal to the PDA.

Through the course of discussions regarding the equity proposal, it was disclosed that some shareholders and investors in Acceloris would receive preferred stock. The 100,000 shares of stock issued to the PDA would remain common stock, which would initially be valued at approximately eighty cents per share. Board members questioned how long the PDA would have to own the stock, if Acceloris or Positron would be willing to buy back the stock at some future time, and if there was any chance of repayment of the loan if the stock option was refused. Oaas noted that the company was under no obligation to repurchase the stock, and Yano indicated that the real goal would be to have a larger company acquire Acceloris, which could result in a bigger return on the PDA's stock investment. Without the PDA's willingness to take a reduced value in its 100,000 shares of stock, the company would most likely not be able to attract the necessary investors to make the company succeed. That inability to attract additional investors would definitely result in the inability of Positron to repay any of the \$400,000 loan. Board members continued to present alternative options: **R. Ward** noted that the lien held by PDA on the building was worth far more than the \$80,000 represented by 100,000 shares of common stock; **C. Hill** inquired whether extending the term of the loan would be advantageous; and **D. Johnson** asked if there could be a combination of the equity shares and a lesser lien position on the building. Oaas was of the opinion that none of those options would benefit Positron's efforts to raise funds. **R. Chase** presented the option that the PDA receive 200,000 shares of common stock in return for release of the lien. Oaas said Positron would make that work. Thereafter it was moved (**R. Chase**) to forgive the \$400,000 loan from Positron in exchange for 200,000 shares of the common stock of Acceloris Isotopes, LLC. Upon making the motion, **Chase** noted that the proposed motion would help Positron and Idaho State University, and if the PDA didn't do something, it wouldn't get paid in 2011. **D. Johnson** seconded the motion, for the purpose of discussion. Oaas advised the Board that providing the PDA with an equity interest of 200,000 shares would be a stretch, but in the interest of achieving the goal, Positron would make it work. After another brief discussion by Board members, **the motion carried.**

C. South Valley Connector. **R. Chase** advised the Board that the City of Pocatello intended to stop work on the design of the South Valley Connector at this time. Due to recent communications the City has had with both FEMA and the Army Corps of Engineers, questions have arisen regarding the feasibility of the location of the connector at this time. After a brief discussion it was the general consensus of the Board to agree to hold off on engineering design work until more clarification is received from FEMA and the Army Corps of Engineers.

4. Items from Commissioners:

Chairman Brown advised the Board that elections for Board officers are scheduled to occur during the October meeting, pursuant to the By-laws, and requested nominations for officers. After a brief discussion, it was **MSC (C. Hill, K. Anderson)** that the current officers be nominated to retain their positions for the upcoming year. Current officers are S. Brown, Chairman, D. Johnson, Vice-Chairman, R. Ward, Treasurer, and D. Taylor, Secretary. Thereafter, since only one nomination was made for each office, **Chairman Brown** declared each nominee elected by acclamation, effective October 2009.

5. Adjournment:

There being no further business, it was MSC (D. Johnson, K. Monroe) to adjourn the meeting at approximately 1:35 p.m.

Darcy L. Jangle



TETRIDYN
SOLUTIONS



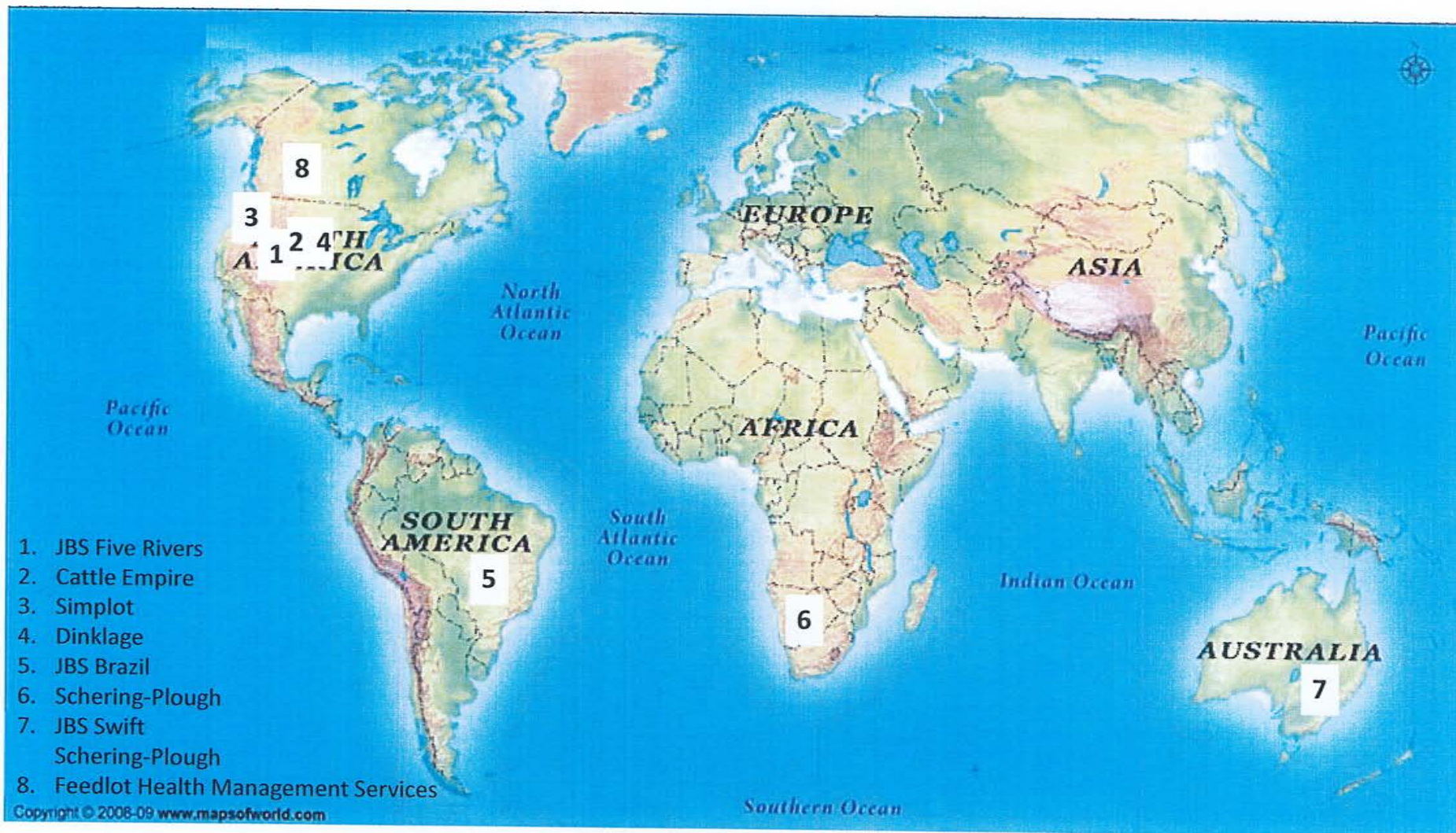
SouthFork Solutions, Inc.

Subsidiary of TetriDyn Solutions, Inc.



CONFIDENTIAL

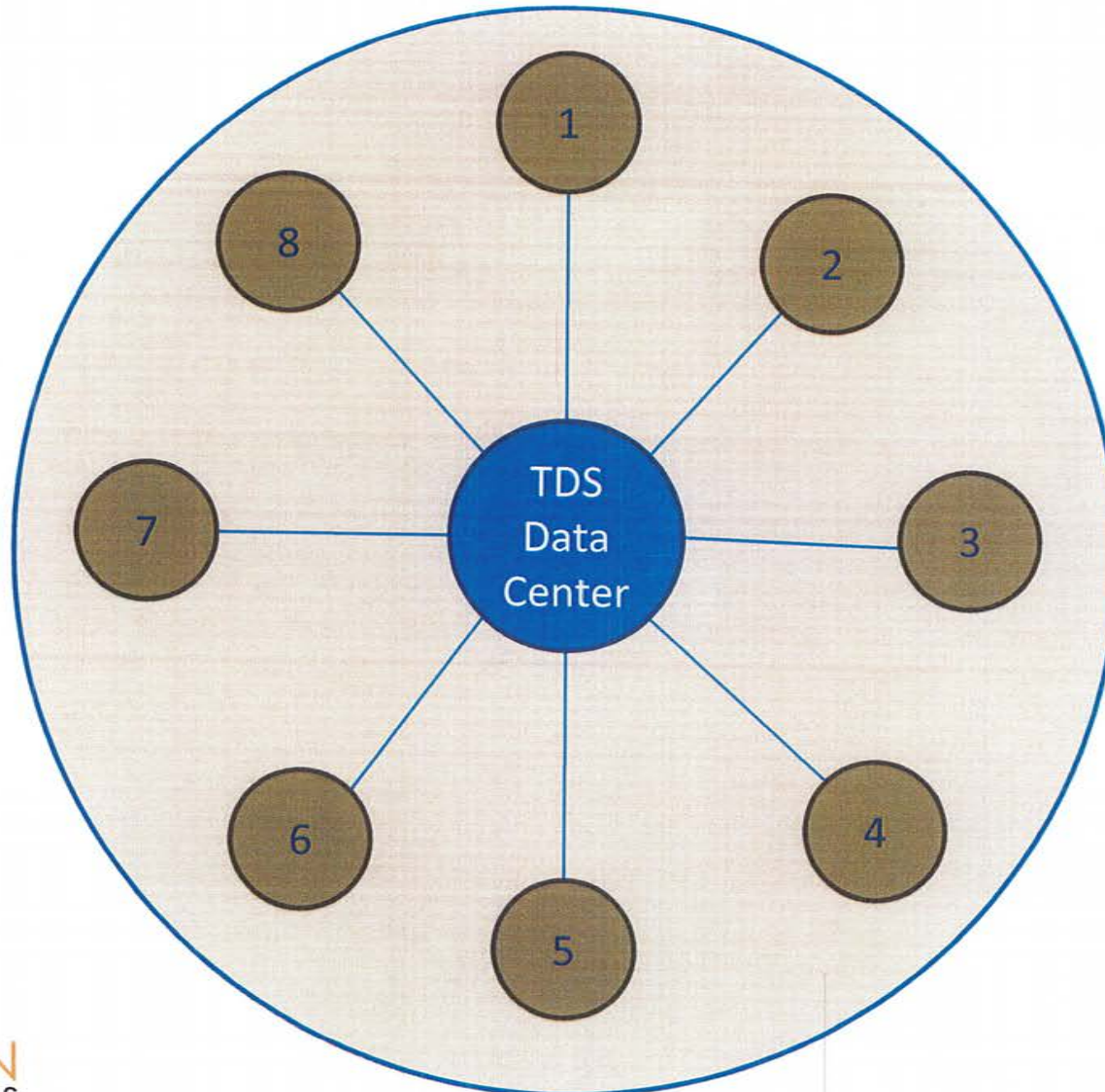
Copyright 2009 TetriDyn Solutions, Inc.





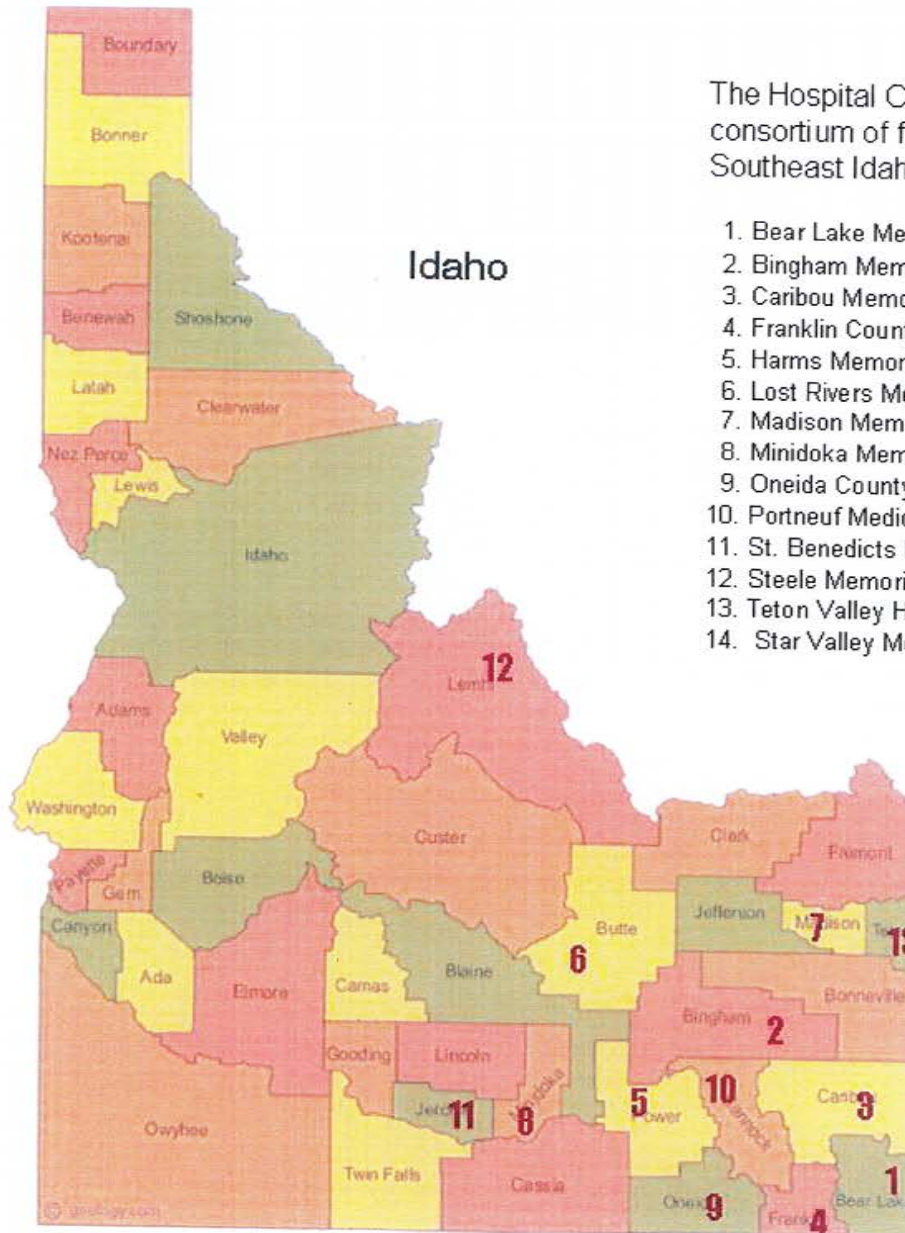
SouthFork Solutions, Inc.

Subsidiary of TetriDyn Solutions, Inc.



Our Hybrid Approach

- Systems Engineering
 - Software Engineering
 - Engineering Management
 - Project Management
 - Leveraged Service & Delivery Infrastructure
 - Leadership in IT Innovation & Technology Enhancement
-
- Commitment to Excellence
 - Guiding our Customers' Visions
 - Promotion of Clients' Success



The Hospital Cooperative is a consortium of fourteen hospitals in Southeast Idaho and West Wyoming.

1. Bear Lake Memorial Hospital, Montpelier
2. Bingham Memorial Hospital, Blackfoot
3. Caribou Memorial Hospital, Soda Springs
4. Franklin County Medical Center, Preston
5. Harms Memorial Hospital, American Falls
6. Lost Rivers Medical Center, Arco
7. Madison Memorial Hospital, Rexburg
8. Minidoka Memorial Hospital, Rupert
9. Oneida County Hospital, Malad
10. Portneuf Medical Center, Pocatello
11. St. Benedicts Family Medical Center
12. Steele Memorial Medical Center, Salmon
13. Teton Valley Hospital, Driggs
14. Star Valley Medical Center, Afton, WY



The Hospital Cooperative

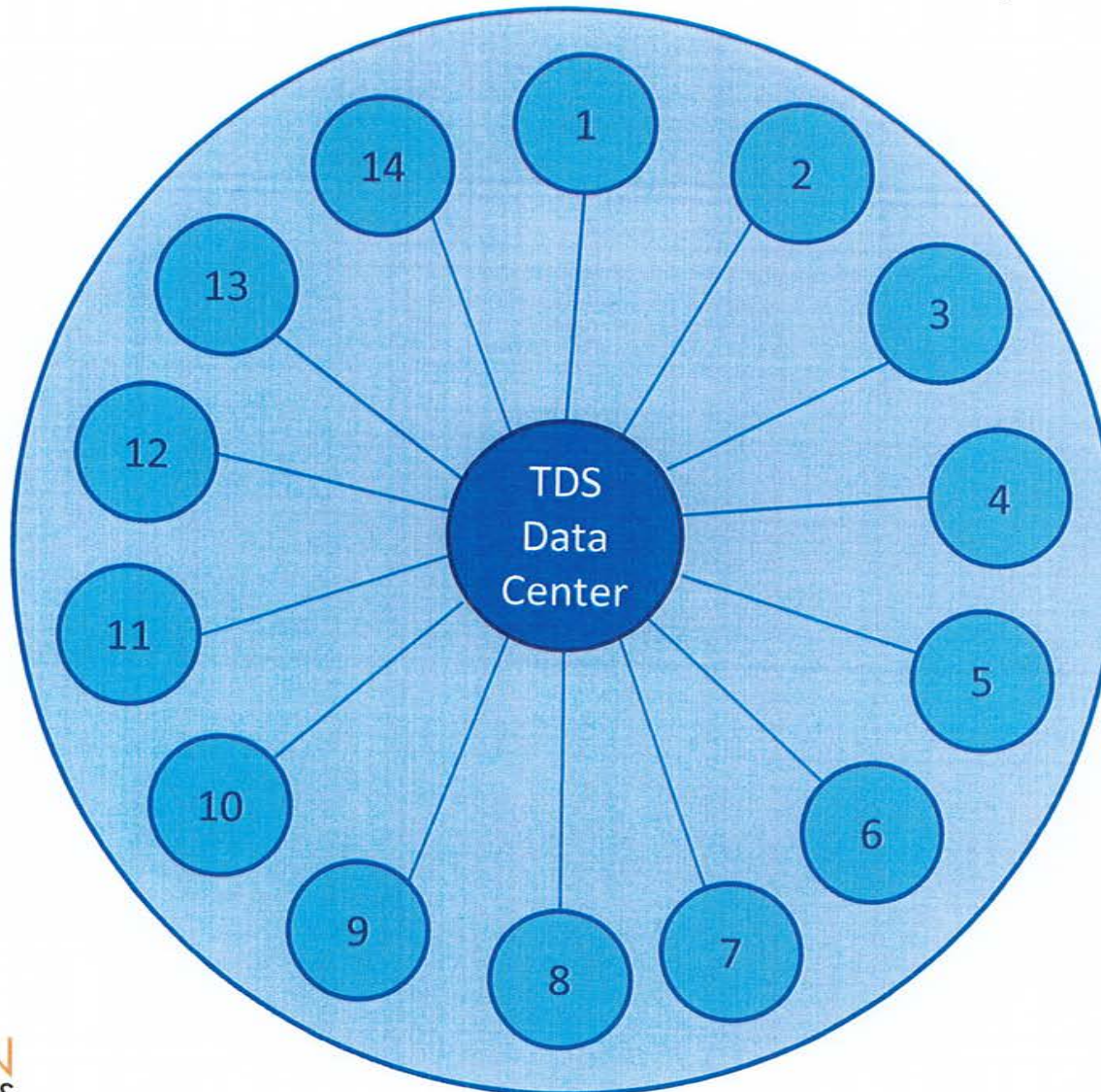
*Connecting Health Care in
The Intermountain West*



CONFIDENTIAL

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Regional Healthcare Information Organization (RHIO)



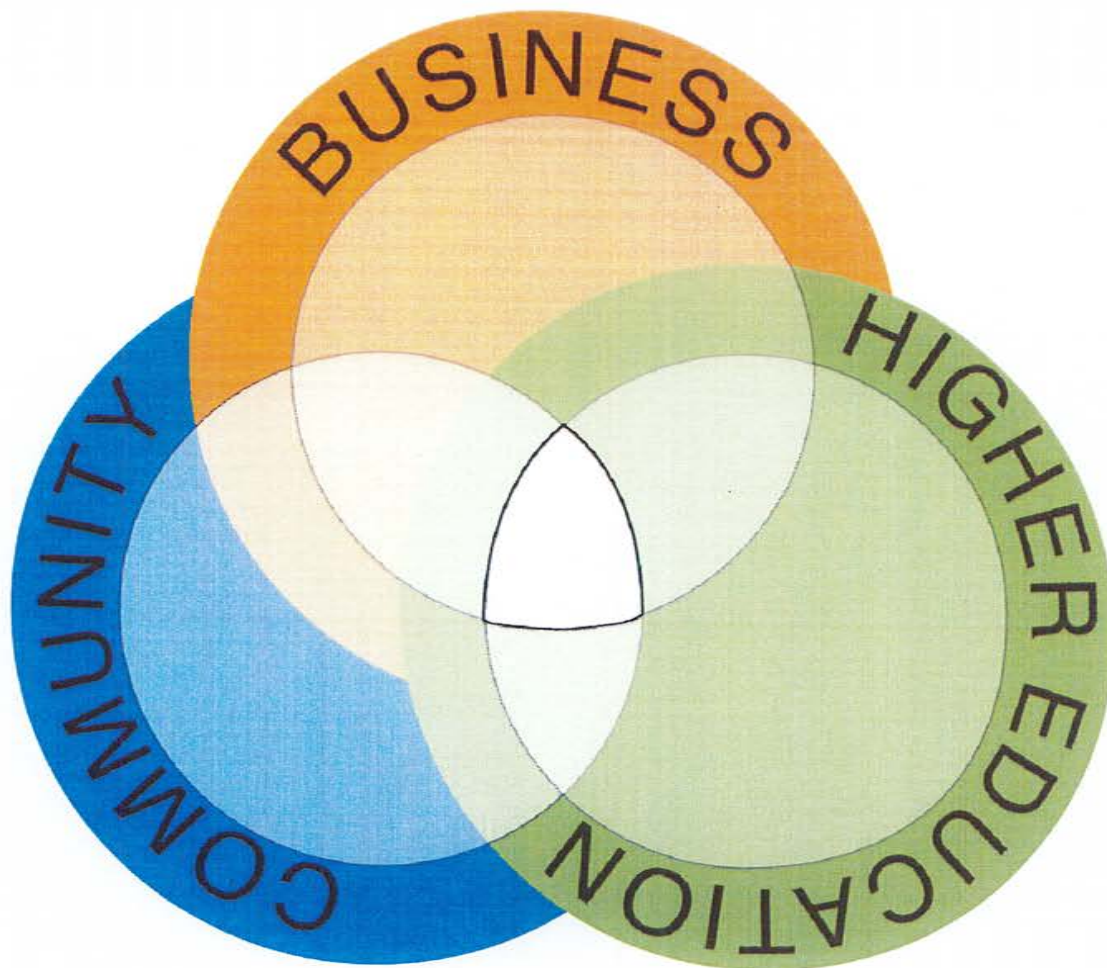
Stakeholders:

- TetriDyn
- BDC
- Congressman Simpson
- ISU
- PDA
- SEICOG
- E. Idaho Community

RHIO Benefits

- Job Creation
 - Business Development
 - Research / Publications
1. Improved Healthcare
 2. World-class Healthcare Organization
 3. World-class Data Center
 4. IRON 10GB Internet
 5. Internships
 6. Rural Development
 7. Economic Development

Synergistic Success



When each of these entities operates in the most effective manner, they act as a catalyst for one another.

As they work together, the success of any one circle is a success for all.

Agreement Extension granted for 1-year; 11/17/10. 1st year interest applied. Payable for Extension to execute. Interest on 1-year extension will be 5%.

ECONOMIC DEVELOPMENT LOAN AGREEMENT

This Agreement made this _____ day of September, 2009, by and between TetriDyn Solutions, Inc., an Idaho corporation, (hereinafter referred to as "TetriDyn"), and the Pocatello Development Authority, an urban renewal agency formed in accordance with the laws of the State of Idaho (hereinafter referred to as "PDA").

1. Recitals

1.1 TetriDyn is a publicly owned, locally operated Idaho corporation engaged in systems and software engineering, which specializes in IT innovation and technology. To date, a computerized medical record storage and retrieval system is the most recognized accomplishment of the company.

1.2 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, 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.

1.3 In fulfillment of its statutory duties with respect to development and jobs creation in the Pocatello, Idaho area, PDA has the power to make funds available to assist businesses that will retain and/or create jobs in the community and enhance the economic viability of the community.

1.4 TetriDyn is engaged in the development of a new product which will benefit the livestock industry, both nationally and globally. The new product involves the collection of data which

would be processed and stored at TetriDyn's corporate headquarters in Pocatello, Idaho, and would ultimately result in the creation of additional employment positions in TetriDyn's data processing center. The new product is ready for marketing, but start up costs for development have caused short term cash flow issues for TetriDyn.

1.5 PDA has determined that TetriDyn's new product is a viable development with global potential, and represents the type of urban area development to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development in the area and creation of jobs and increased tax base consistent with the applicable urban renewal plan. For that reason, PDA has committed to loan the sum of \$50,000.00 to TetriDyn to assist with the marketing of TetriDyn's new product.

1.6 By this Agreement, PDA and TetriDyn wish to memorialize their mutual undertaking and commitments with respect to the economic development loan described herein.

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

2. Loan of Funds

2.1 To further the proposed product development currently being undertaken by TetriDyn, and the job enhancement expected therefrom, PDA agrees to loan to TetriDyn the sum of \$50,000.00.

2.2 The loan proceeds shall be used by TetriDyn to assist with start up costs and test marketing of the company's new product.

2.3 Disbursement of the loan funds by PDA to TetriDyn shall occur upon the execution of this Loan Agreement.

2.4 The loan shall be evidenced by a Promissory Note, executed by TetriDyn. The Note shall provide that the loan is made without interest, as long as TetriDyn retains its corporate presence and conducts business in Pocatello, Idaho during the term of the Note. The Note is to be repaid

in full within one year of the date of this Loan Agreement. If PDA should determine (in its sole discretion) that TetriDyn has reduced its Pocatello workforce from the current staff full time equivalent of 16 positions, closed its Pocatello office, or otherwise altered its current corporate structure as it exists in Pocatello during the term of the Note, interest shall accrue on the unpaid balance of the amount due under the Promissory Note at the rate of five (5) per cent per annum from the date of the loan.

2.5 The loan is unsecured.

3. Miscellaneous

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

3.2 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.

3.3 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.

3.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement, including obtaining of any required resolution of its governing board.

3.5 This document constitutes the entire agreement of the parties with respect to the loan by PDA to TetriDyn.

PROMISSORY NOTE

\$50,000 Pocatello,

Bannock County, Idaho

September 25, 2009

FOR VALUE RECEIVED TetriDyn Solutions, Inc., an Idaho corporation (hereinafter "TetriDyn"), promises to pay to the order of the Pocatello Development Authority, an urban renewal agency formed in accordance with the laws of the State of Idaho (hereinafter "PDA"), the sum of fifty thousand dollars (\$50,000.00), said amount being payable on or before the 25th day of September, 2010; payable in lawful money of the United States at Pocatello City Hall, 911 North 7th, Pocatello, Idaho.

This Note is subject to and in conjunction with that certain Economic Development Loan Agreement by and between the PDA and TetriDyn, dated September 25, 2009. Pursuant to said Agreement, interest at five (5) per cent per annum may accrue on the principal amount of this loan under certain conditions.

TetriDyn waives demand, protest and notice of maturity, non-payment or protest and all requirements necessary to hold him liable as maker and endorser.

TetriDyn further agrees to pay all costs of collection, including reasonable attorneys' fees in case this note is not paid at the maturity thereof, whether suit be brought or not.

There is no penalty for prepayment of this Note.

This Note is to be construed and enforced according to the laws of the State of Idaho.

DATED this 28 day of September, 2009.

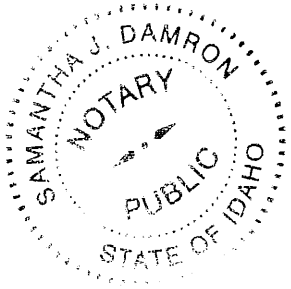
TETRIDYN SOLUTIONS, INC., an
Idaho corporation


DAVE HEMPSTEAD, President

ATTEST:

ANTOINETTE R. KNAPP
Name: A.R. Knapp
Corporate Secretary

2009. SUBSCRIBED AND SWORN TO BEFORE ME this 28th day of September,



Samantha J. Damron
NOTARY PUBLIC FOR IDAHO
Residing in Pocatello, Idaho
Commission Expires: 3/20/2014

Pocatello Development Authority

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

An urban renewal agency for the City of Pocatello, Idaho

November 18, 2010

To: Mr. Dave Hempstead, President
Tetridyn Solutions, Inc.
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

Re: Loan Extension Request

Dear Mr. Hempstead:

The Pocatello Development Authority (PDA) Board of Directors met on November 17, 2010 to discuss your request for an extension of the \$50,000 loan made to you on October 25, 2010. It is the Board's decision to grant the extension request with the following terms and conditions:

1. First year interest of \$2,500 (5% per cent per annum from the date of the loan) must be paid for the extension of the loan to execute. This interest is required due to the employment standard being altered below the stipulated number of sixteen full-time equivalent jobs (see agreement, item 2.4).
2. Interest on the loan for the extension period will be five (5) per cent per annum.
3. The new repayment date for this loan and interest is October 25, 2011.
4. All other terms and conditions of the original note apply.

If you have questions regarding any of these terms or conditions I invite your call.

We look forward to the business success of Tetridyn Solutions, Inc. We are pleased and appreciative of your company's presence in our community.

Sincerely,



Robert E. Chambers
Interim Executive Director

TETRIDYN SOLUTIONS, INC.

1651 Alvin Ricken Drive
Pocatello, ID 83201
(208) 232-4200

WESTMARK CU
P.O. Box 2869
Idaho Falls, ID 83403
92-730773241

8069

11/30/2010

7207 INDJET INC. # 205 1-800-433-8919

PAY TO THE ORDER OF Pocatello Development Authority

\$ **2,500.00

Two Thousand Five Hundred and 00/100*****DOLLARS

Pocatello Development Authority
911 North 7th Avenue
Pocatello, ID 83205

MEMO

A.R. Knapp MP

⑈008069⑈ ⑆324173079⑆ 601754012⑈

TetriDyn Solutions, Inc.

8069

Pocatello Development Authority

Date Type Reference
11/16/2010 Bill

Original Amt.
2,500.00

Balance Due
2,500.00

11/30/2010

Discount

Check Amount

Payment
2,500.00
2,500.00

Westmark Checking

2,500.00

Exhibit 99.01

TetriDyn Solutions, Inc., Announces it has Signed a Letter of Intent (LOI) with The Ameriglobal Senior Living Group, LLC

Lancaster, Pennsylvania, October 27, 2015 – TetriDyn Solutions, Inc. (OTCMarkets: TDYS) announced today that the company has entered into a letter of intent (LOI) with The Ameriglobal Senior Living Group, Inc. (ASLG).

The principal terms of the LOI consist of the following two phases:

Phase One: TetriDyn and ASLG agree that ASLG will carry out a beta trial of TetriDyn's Silver Key Solution product line, including peer review, at two senior healthcare facilities in Allentown, Pennsylvania. The trial will determine the viability of the Silver Key Solution product line for the medical industry as a professional medical management and tracking solution that addresses problem areas in the healthcare segment, including issues surrounding patient care, optimized business processes for the healthcare providers, improved reporting of incidents, and increased revenues for provided services. The beta trial will last up to six months, at the end of which ASLG will present to TetriDyn a marketing plan for the Silver Key Solution product line for domestic sales and marketing, with sales projections for five years.

Phase Two: Provided that the results of the beta trial of the Silver Key Solution product line justify further commercialization, the parties have agreed to negotiate in good faith a technology transfer agreement that provides for ASLG to market and sell Silver Key Solution product line products throughout the United States (but not internationally) in consideration of a cash payment and a royalty on all sales during the ensuing 10 years.

Randall Weston, CEO of ASLG and CEO of The Weston Group, will manage and oversee the beta trial of the Silver Key Solution product line in conjunction with Weston Group IT personnel who will review and assist with the technical aspects, including making suggested modifications and enhancements to the system, if necessary.

About TetriDyn Solutions, Inc.

TetriDyn Solutions, Inc. provides business information technology (IT) solutions primarily to the healthcare industry. The company's business IT solutions fall into four major categories: Silver Key Solution, ChargeCatcher Revenue Recovery Services, Healthcare Software Solutions, and Consulting Services. Silver Key Solution is the company's radio-frequency identification (RFID) product. Silver Key addresses problem areas in the healthcare segment, including issues surrounding patient care. It creates an integrated system that includes hardware devices worn by individuals, communications equipment, complex databases, and software systems that provide reporting and analysis tools. In 2011, the company established its first beta-test sites for healthcare RFID solutions that include automatic patient fall detection, motion detection, identification of location within a facility, and proximity of facility employee to facility resident. ChargeCatcher Revenue Recovery Services is the company's new proprietary product. ChargeCatcher specifically targets revenue recovery in hospital environments. It performs advanced data mining and statistical correlation methodologies on a hospital's chargeable items, while also employing artificial intelligence algorithms, to identify services and materials that were expended but never billed. The company provides consulting services to customers needing assistance with various aspects of their IT services. It offers enterprise IT assessments, policy and procedure review and creation, IT strategic planning, and project management and planning.

WHISPER IDAHO, LP

d/b/a

WHISPER CREEK LOG HOMES

May 2008 Economic Development Grant Agreement
(unsigned) provided for 2 loans totaling \$225,000

\$75,000 issued immediately; no payments received to date

- issued from the General Fund to WI. The NOP District reimbursed the General Fund at a later date.
- PDA letter dated May 27, 2011 demanding payment.

\$150,000 was never issued since the WI failed to meet milestones

Recovery: rumored to have filed bankruptcy although cannot verify via PACER

IDSOS admin is dissolved July 12, 2011

(Delaware foreign LP)

Interesting: This document is called a “Grant Agreement” not a “Loan Agreement”

The financial system recognizes it as a grant – never reported as a loan

ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement is made this 6th day of May, 2008, between Whisper Idaho, LP, a Delaware limited partnership qualified to do business in Idaho, doing business as Whisper Creek Log Homes (hereinafter referred to as "Whisper Idaho"), whose address is 997 W. 950 N., Ste. 100, Centerville, UT 84014, and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter referred to as "PDA") whose address is 1651 Alvin Ricken Drive, Pocatello, ID 83201.

1. Recitals

1.1 Whisper Idaho intends to establish a log home manufacturing business which shall be located in the Naval Ordnance Plant Urban Renewal Area within the City of Pocatello, Idaho.

1.2 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 established by the City Council of the City of Pocatello, PDA is charged with aiding and assisting economic development in the Pocatello area, 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.

1.3 As a part of the incentive package offered to Whisper Idaho in return for Whisper Idaho's commitment to establish a log home manufacturing business in Pocatello, Idaho, the Pocatello Development Authority, agrees to make funds available through a grant, providing certain milestones are met by Whisper Idaho, as described below. The grant funds

are earmarked for Whisper Idaho's use in locating its manufacturing business operation in Pocatello, Idaho.

1.4 PDA has determined that the establishment of a log home manufacturing business is the type of economic development it can assist and support under the applicable statutes; and that such assistance and support will promote economic development of the area by creating jobs and increasing the tax base consistent with the applicable urban renewal plan.

1.5 By this Agreement, PDA and Whisper Idaho wish to memorialize their mutual undertakings and commitments with respect to the project described herein and therefore, agree as follows:

2. **Provisions for the Payment/Repayment of Economic Development Funds**

2.1 To further the proposed development and increased tax base expected therefrom, PDA agrees to provide a grant in the total amount of \$225,000 providing certain milestones are met at varying stages, as described below. The grant is intended to be a reimbursement for expenses related to the relocation and establishment of Whisper Idaho's manufacturing operations in Pocatello, Idaho, with the first payment in the amount of \$75,000.00 available upon execution of this agreement and PDA's receipt of an invoice which shall be approved by the Pocatello Development Authority at a regularly scheduled meeting. The balance of \$150,000 shall be disbursed upon Whisper Idaho's second consecutive year of achieving the milestones set out in Sections 2.2(A) and 2.2(B), and as funds become available in PDA's discretionary fund account, or, in the event Whisper Idaho's plant remains located within the boundaries of the Naval Ordnance Plant Urban Renewal Area, no sooner than 2010 and as sufficient tax increment finance funds accrue in that district.

2.2 In return for PDA's agreement to provide this grant, Whisper Idaho agrees to locate a log home manufacturing plant in Pocatello, Idaho for a continuous period of not less than ten (10) years, subject to the following conditions:

A. The minimum number of full-time employment positions continuously provided and filled by Whisper Idaho during the ten (10) year period shall not be less than seventy (70) positions for a period of eight consecutive months during any one year, and not less than forty (40) positions for the remaining four months of any one year.

B. The wage paid to qualifying full time employment positions during the ten year period shall be a minimum of twelve dollars (\$12.00) per hour together with health insurance and vacation/sick leave benefits for at least 60% of the employees employed at the Pocatello plant operations, not including corporate administrative non-resident employees.

C. The term of the continuous ten year period of relocation shall begin on the first day that Whisper Idaho achieves the threshold of employing seventy full time employees with a minimum wage of twelve dollars (\$12.00) per hour together with health insurance and vacation/sick leave benefits for at least 60% of the employees employed at the Pocatello plant operations, not including corporate administrative non-resident employees, as described in paragraph B above, but not later than two (2) years from the date of this Agreement.

D. Whisper Idaho agrees to submit to an employee verification study to be conducted by or at the direction of PDA upon reasonable notice. Whisper Idaho and PDA agree to cooperate in the exchange of information for said study which may be conducted as frequently as every six months, but no less than once per

year, so long as Whisper Idaho is in compliance with the employment requirements provided in paragraphs A and B above. In the event Whisper Idaho fails to meet any of the requirements of paragraphs A and B above, PDA reserves the right to conduct an employee verification study as frequently as every three months until Whisper Idaho is in compliance for two consecutive verification studies. For the purpose of this section, a "year" shall begin on the date described in paragraph C above, and continue for a full calendar year from that date.

E. In the event Whisper Idaho fails to operate and maintain its log home manufacturing plant in Pocatello, Idaho in accordance with the above terms through at least 2010 and for a continuous period of ten years from the date described in paragraph C above, then PDA's obligation to fund the additional \$150,000 grant shall cease, and the original \$75,000 is subject to repayment by Whisper Idaho to PDA as set forth hereafter.

F. Funding of the additional \$150,000 grant shall not be considered by PDA until Whisper Idaho has sustained a work force pursuant to the terms of Sections 2.2(A) and 2.2(B) for a period of two consecutive years.

G. In the event Whisper Idaho fails to maintain a minimum work force at the Pocatello plant as described in Sections 2.2(A) and 2.2(B), for any one year period of the ten year commitment period described in Section 2.2(C), Whisper Idaho agrees to repay to the PDA one-tenth (1/10th) of the total funds provided to Whisper Idaho by the PDA. For example, should Whisper Idaho fail to provide a minimum of seventy (70) employment positions for a period of eight consecutive months and a minimum of forty (40) positions for the remaining four months of any one year, sixty per cent (60%) of which positions shall be paid a minimum of

twelve dollars (\$12.00) per hour together with health insurance and vacation/sick leave benefits, not including corporate administrative non-resident employees, during a one year period, then Whisper Idaho shall be responsible for the repayment of one-tenth of the full loan/grant amount provided by the Pocatello Development Authority. For the purpose of this provision, "one year" shall be defined as the 365 days (366 days in leap years) including and following the anniversary date of the first day that Whisper Idaho achieves the threshold of meeting the employment milestone described in Sections 2.2(A) and 2.2(B), but not later than two (2) years from the date of this Agreement. Any annual pro-rata payments due and owing by Whisper Idaho shall be made to PDA within sixty days notice by PDA to Whisper Idaho of the amount due and owing.

2.3 Whisper Idaho agrees to submit to a review by PDA, or its authorized agent, of Whisper Idaho's financial reports within thirty (30) days prior to each disbursement of grant funds to assure the viability of the project prior to distribution. Said review of financial reports shall be at a time and location mutually agreed upon by the parties.

3. Effect of Agreement

3.1 It is understood by the parties to this Agreement that the funds provided by PDA are to assist Whisper Idaho in its need for capital in connection with the development project, and the parties shall take all action necessary to carry out that intent.

3.2 The parties acknowledge that the effect of the payments by PDA required hereunder will inure to the benefit of Whisper Idaho, while having the corresponding benefit to the public purposes of PDA described above.

4. Miscellaneous

4.1 The parties agree that this Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

4.2 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.

4.3 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors. Whisper Idaho may assign this Agreement only with the express written consent of the PDA, which consent shall not be unreasonably withheld.

4.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement and that the persons signing on behalf of each party have full legal authority to execute this Agreement.

4.5 Notices by either party to the other shall be made in writing and delivered by first class mail, postage prepaid, to the parties as follows:

WHISPER IDAHO: Whisper Idaho, LP,
dba Whisper Creek Log Homes
997 W 950 N Ste 100
Centerville, UT 84014

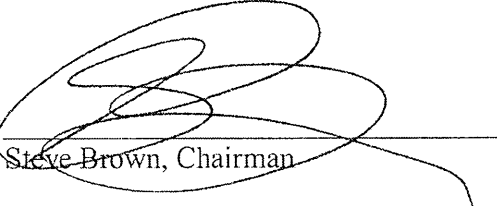
PDA: Pocatello Development Authority
Attn: Executive Director
1651 Alvin Ricken Dr.
Pocatello, ID 83201


4.6 This document constitutes the entire agreement of the parties with respect to the guarantee of payment by PDA to Whisper Idaho and supersedes any prior agreements of the parties.

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

POCATELLO DEVELOPMENT AUTHORITY
An Idaho Urban Renewal Agency

WHISPER IDAHO, LP, a Delaware
Limited Partnership

By: 
Steve Brown, Chairman

By: 
David B. Holthe, Manager of
Whisper Creek Homes GP, LLC, as
General Partner of Whisper Idaho, LP

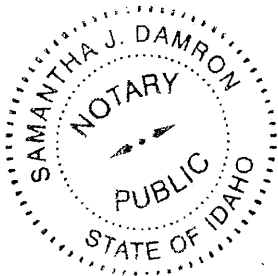
ACKNOWLEDGEMENTS

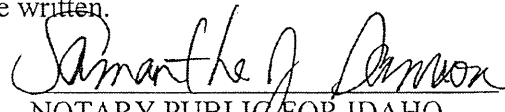
FOR THE POCATELLO DEVELOPMENT AUTHORITY:

STATE OF IDAHO)
)
) ss:
)
County of Bannock)

On this 6th day of May, 2008, 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
My commission expires: 3/20/2014



INVOICE

DATE: 5/22/2008
INVOICE #

1001

BILL TO:

Pocatello Development Authority
C/O Gynii A. Gilliam
Bannock Development Corp.
1651 Alvin Ricken DR.
Pocatello, ID 83201

DESCRIPTION	AMOUNT
Invoice in accordance with the terms of the Economic Development Grant Agent Start up of Whisper Idaho's log home manufacturing plant located at 669 W Quinn Rd Bldg 36 Pocatello	
Trucking expenses for shipment of inventory and equipment from Cardston, Alberta to Pocatello Idaho (see attached detail & invoice copies)	23,505.00
Plant startup and cleaning costs (see attached detail)	58,785.85
Total Incurred	82,290.85
Initial amount due to Whisper Idaho under terms of the agreement	75,000.00

OTHER COMMENTS

1. Terms due upon receipt of Invoice

SUBTOTAL	\$ 75,000.00
TAX RATE	0.000%
TAX	\$ -
OTHER	\$ -
TOTAL	\$ 75,000.00

If you have any questions about this invoice, please contact
Paul Murphy
Ph: (801) 561-8600 E-Mail paulm@wclh.com
Thank You For Your Business!

POCATELLO DEVELOPMENT AUTHORITY MINUTES

Meeting May 21, 2008

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

Staff present: Gynii Gilliam and Angie Lee of Bannock Development; A. Dean Tranmer, Esq. and Darcy Taylor of the City Legal Dept.; Robert Chambers and Tim Tingey of City Planning and Development Services Dept.

The meeting was called to order at 11:10 a.m., by **Chairman S. Brown**.

1. Preliminary matters:

No conflicts of interest were declared. **Chairman Brown** noted the addition of two agenda items, specifically, in the Central Corridor District, an update on the Triangle will be provided together with a pay request, and in the Miscellaneous Items section, the May 18, 2008 Journal article will be discussed.

2. Minutes and financial matters:

Minutes for the regular April meeting and executive session were reviewed. There being no noted corrections or amendments, it was **MSC (T. Brower, G. Moore)** to approve the minutes of April 16, 2008.

Due to on-going reorganization and staff changes within Bannock Development Corporation, financial records for the Pocatello Development Authority for this month are not complete. **Chairman Brown** suggested tabling the April financial report until the June Meeting.

3. Central Corridor:

A. Kinport Junction. Rob Myres and Kim Brown appeared on behalf of Portneuf Valley Investment Partners (PVIP), the developer of the Kinport Junction project, to report on the project development and to discuss the possible early release of committed funds. In 2007, the PDA committed a total of \$85,000.00 to the project, \$40,000.00 of which was committed from discretionary funds, and released in 2007, with an additional \$45,000.00 committed from the Central Corridor District, to be released in 2009 as tax increment funds were received in the District. R. Myres advised the Board that the Kinport Junction project is a success; however the total cost of the project totaled in excess of 1.15 million dollars. Despite PVLP's best efforts to obtain additional financing from various sources, and an influx of additional money from the partners themselves, PVLP remains in debt to contractors in the amount of \$70,000.00 to \$75,000.00. PVLP asked the Board to consider an early distribution of the remaining \$45,000.00 commitment. Discussion followed, but the lack of information available from the financial reports rendered it impossible to ascertain the availability of funds from the Central Corridor District at this time. (**R. Chase** arrived at 11:19.) **G. Gilliam** advised the Board that according to the April financial report, the cash flow is available to make the payment, but without updated records, it was impossible for the Board to make a commitment. Discussion followed in which Board members praised the Kinport Junction project, and there was a general consensus among the Board that if funds were available, an early payment, or even an early partial payment would be possible. The matter was postponed to the next regular meeting of the Board.

B. Triangle Redevelopment Project. Mike Jaglowski of Triangle, Inc., and Jim Jenkins, the landscape architect of the project, appeared to provide the Board with an update of the Triangle project. M. Jaglowski advised that construction is underway, but that the project is

behind due to DEQ requirements. DEQ approval is expected within the next two weeks, and scheduling of the project includes almost a five week buffer, so M. Jaglowski anticipates there will be adequate time to make up the time lost on the project. He further reported that there is an interest in the buildings included in the project, and meetings are taking place regarding the plaza dedication. Thereafter, M. Jaglowski presented Pay Request #4 in the amount of \$34,133.69 for approval by the Board. After a brief discussion regarding the submitted invoice, **it was MSC (G. Moore, K. Monroe)** to approve payment of Pay Request #4 in the amount of \$34,133.69 to Triangle, Inc.

4. Miscellaneous:

A. Whisper Creek. **G. Gilliam** reported that Whisper Idaho had requested amendments to the development agreement between the company and the PDA. The PDA's financial commitment was to provide \$75,000.00 initial funding, and a subsequent commitment of \$150,000.00 upon Whisper Idaho's completion of specific employment milestones as provided for in the development agreement. Upon reviewing the proposed agreement, Whisper Idaho requested that the required number of employment positions be reduced from 100 positions, as initially proposed, to 70 positions during eight consecutive months of the year, and 40 positions during the remaining four months of the year. Of those positions, sixty per cent are required to pay a minimum wage of no less than \$12.00 per hour, and provide health insurance and leave benefits. **G. Gilliam** explained that Whisper Idaho claims some of its work is seasonal in nature, and even with the reduction of the number of employment positions, the investment is still a good one as it requires an investment of only \$2,000 per job. Additionally, if Whisper Idaho fails to meet the milestones required in the agreement, the second commitment of \$150,000.00 will not be paid as per the agreement. Board discussion regarding the agreement followed, with **R. Chase** noting that perhaps the Board needs to do a better job in defining the due diligence required by new companies seeking assistance from the PDA. **G. Moore** concurred by stating his concern at the reduction of the number of employment positions, and suggesting that the language used in negotiating development agreements be more specific from the beginning. **G. Gilliam** advised the Board that she researched Whisper Idaho and its affiliate companies and found them to be in good standing, and while the agreement carries some risk, she doesn't feel it is a large risk due to the milestones built into the development agreement. Some members of the Board stated they felt somewhat deceived by Whisper Idaho, and it was agreed by all that the terms of future development agreements should be more specifically spelled out prior to any request for financial commitment by the PDA. **Thereafter, it was moved and seconded (R. Chase, G. Moore)** to approve the pending development agreement with Whisper Idaho. **The motion carried with six in favor (S. Brown, R. Chase, C. Hill, D. Johnson, K. Monroe and G. Moore) and two opposed (T. Brower, R. Ward).**

B. Idaho State Journal Article. **S. Brown** initiated a discussion regarding the poor press tax increment financing districts received in a recent Idaho State Journal article regarding high tax assessments in Bannock County. Discussion followed during which Board members brainstormed about ways to promote more positive press regarding the establishment and use of tax increment financing districts.

5. Adjournment:

There being no further business, and **it was MSC (D. Johnson, T. Brower)** to adjourn the meeting at approximately 12:20 p.m.

Darcy L. Taylor

POCATELLO DEVELOPMENT AUTHORITY MINUTES

Meeting March 19, 2008

Members present: Terry Brower, Roger Chase, Larry Ghan, Cynthia Hill, Darsi Johnson, Ken Monroe, Gary Moore, and Ryan Ward.

Staff present: Gynii Gilliam and Sari David of Bannock Development; A. Dean Tranmer, Esq. and Darcy Taylor of the City Legal Dept.; Tim Tingey of City Planning and Development Services; Jerry Higgins, City Treasurer

The meeting was called to order at 11:05 a.m., by **Vice-Chairman D. Johnson** who advised the Board that **Chairman Brown** had requested to be excused from the meeting due to a scheduling conflict with his employment.

1. Preliminary matters:

No conflicts of interest were declared. No guests were available for introduction at the beginning of the meeting. The agenda was amended to include a report by Jerry Higgins, City Treasurer, on the Authority's financial report for Fiscal Year 2007. County officials scheduled to present the County update were delayed in another meeting, so that item was delayed pending their arrival.

2. Minutes and financial matters:

Minutes for the regular February meeting and executive session were reviewed. There being no noted corrections or amendments, **it was MSC (K. Monroe, G. Moore)** to approve the minutes of February 20, 2008.

S. David presented the financial report for February. The ending balance of all districts as of February 29, 2008, was \$386,097.65. Income for February consisted of interest earned in the amount of \$1,165.28. Expenses in February included payment of the fourth quarter administrative fees in the amount of \$3,125.00 and copy charges of \$1.98, for a total of \$3,126.98. S. David advised the Board that the Central Corridor Cash Flow Projection spreadsheet has been adjusted to reflect the AMI repayment of \$600,000.00 in 2008. The notation on the spreadsheet indicates the actual repayment amount is believed to be \$433,786.14, however \$600,000.00 was the initial estimate by the County, and shall remain the amount used for calculations on the spreadsheet until all accounts are settled. The adjustment will ultimately be deducted from funds earmarked for the Connector project in 2012. S. David further advised the Board that the Board Discretionary Cash Flow Projection spreadsheet was adjusted to include the Petersen Contract and the AMI repayment. After a brief discussion **it was MSC (G. Moore, K. Monroe)** to approve the February financial report.

Jerry Higgins, City Treasurer, presented Board members with a copy of the year end report and Financial Statements for the PDA for FY 2007 (ending September 30, 2007) and the calendar year ending December 31, 2006, as prepared by Deaton & Company. Mr. Higgins reminded the Board that the Board's fiscal year had been changed this year. It was noted there were no irregularities in the financial report, and that the Central Corridor is on track to close in 2010. After brief discussion, **it was MSC (T. Brower, R. Chase)** to approve the financial report for FY 2007.

3. Central Corridor:

Triangle Update: T. Tingey reported to the Board that the Comprehensive Redevelopment Agreement and Redevelopment Grant Agreement between the Board and Triangle, Inc. were signed on March 3, 2008, which also included conveying the real property to the developer. Under the documents, the developer is required to fulfill certain elements within specifically timed phases before the PDA's is required to release its lien on the real property. The timed phases require the perimeter, subdivision work, and interior elements of the project, including parking and landscaping, to be completed by August 1, 2008. The remainder of the construction is to be completed by March, 2010. No additional funds other than those already committed by the Board are included under the agreements, which provide for a \$300,000.00 commitment for perimeter work and a \$632,801.57 commitment for additional elements and interior work.

The payment procedure for the allotted funds was discussed by the Board. A recommendation was made to make regularly scheduled payments to Triangle, Inc. for the first \$300,000.00 commitment, pursuant to the phases of work completion. Triangle, Inc. would still be required to submit invoices, but payments would be based on a schedule rather than the work detailed in the invoices. City Public Works Director Greg Lanning expressed concerns whether his departmental staff was qualified to review invoices submitted by Triangle, Inc., stating a review could accomplish monitoring whether the work meets City standards, however a review of issues regarding specific performance was beyond the scope of the department's expertise. **D. Johnson** expressed concern about making installment payments without some review mechanism in place to insure the project was proceeding as planned. Garry Ratzlaff of Triangle, Inc., introduced Mike Jaglowski, the new President of Triangle, Inc., a registered civil engineer and the lead person on the Triangle Redevelopment project. Together, Ratzlaff and Jaglowski provided the Board with assurances that the development was proceeding according to the plan provided for in the agreements. The first pad in the development has been designed and sold and there are tentative offers on the live/work units. **R. Chase** asked Ratzlaff and Jaglowski who was ultimately responsible to see the Triangle project to completion, and how the funds committed by PDA were to be spent. Jaglowski responded he is a 98% owner of Triangle, Inc., and that he has the resources to complete the project. He further advised the Board that the initial expenses to complete the first phase of the project would far exceed \$300,000.00, and that Triangle would be footing the bill and be responsible to see that the phases were completed on schedule. A portion of the expenses to be paid with the \$300,000.00 included but were not limited to project design, in excess of \$44,000.00, architectural fees, environmental and geo-technical assessments, placement of utilities and public work projects, platting the subdivision, construction engineering and reports, and preparation of a photo journal log. **R. Chase** noted that the investment of the principals of Triangle, Inc., had altered and asked what their plan was for the development of the Triangle Redevelopment. T. Tingey reminded the Board that the development agreements included developmental milestones within specific timelines. **R. Chase** reiterated his previously expressed concerns about the manner in which some projects, once approved and financed by PDA, change in their final form. **D. Johnson** reiterated her concern that invoices be submitted by the Triangle, Inc. for payment as a way to provide a check that milestones are being met pursuant to the development agreements. City Attorney D. Tranmer advised the Board that under the terms of the development agreements, invoices and a review thereof were required, and payments from PDA to the Triangle, Inc. would be authorized based on those invoices. G. Ratzlaff advised the Board that the amounts of the invoices submitted for work would not necessarily match the payment amount being requested by the Triangle, Inc. It was determined that these variances could be internally adjusted by the Triangle, Inc.

After further discussion regarding the development goals for the Triangle Redevelopment project, and the method of payment to the Triangle, Inc., Pay Request 2 in the amount of \$44,676.88 from Myers Anderson for Triangle, Inc. was submitted to the Board. **It was moved and seconded (R. Chase, G. Moore)** to approve payment of said request. (**L. Ghan** arrived at 11:35 a.m.). As a followup to the prior discussion, **T. Brower** asked T. Tingey if he was confident the \$300,000.00 in committed funds was being properly spent for the redevelopment. T. Tingey assured the Board he was comfortable with the project and the pay request as submitted. **T. Brower** followed up by questioning why G. Lanning expressed concern regarding review of the Triangle, Inc., invoices. T. Tingey advised the Board that a significant amount of the work performed to date on the project was work authorized by the PDA in the initial agreement with the Triangle, Inc. After further discussion, **D. Johnson** called for a vote. **The motion carried (T. Brower, R. Chase, C. Hill, D. Johnson, K. Monroe, G. Moore, R. Ward; L. Ghan abstained).**

With regard to the payment procedure for the Triangle Redevelopment Project, D. Tranmer advised the Board that until the agreement is amended, invoice submission and review is required for payment. He suggested following this course to see how it works, and amending the agreement if necessary. The Board further discussed the payment procedure for the initial \$300,000.00 commitment, and **it was moved and seconded (T. Brower, R. Ward)** to make installment payments on the project, pursuant to the recommendation of the City Public Works Director. **R. Chase amended the motion** to include a provision that invoices still be submitted by Triangle, Inc., in order to document the quality and progress of the project. **D. Johnson** asked for a legal recommendation on the motion before the Board and D. Tranmer advised the Board to follow the terms of the development agreement by requiring invoices be submitted for payment. G. Lanning advised the Board that he was unaware of the requirement of the terms of the development agreements and that his suggestion for installment payments was out of order. **T. Brower** withdrew the motion from the table.

County Update: JoLynn Anderson, Cricket Hawkins, and Geoff Ranere of the Bannock County Assessor Office, and Kristi Klauser of the Bannock County Auditor Office addressed the Board regarding the circumstances which led to the tax overpayment by AMIS, and the steps taken by the County to address the problem. The problem arose as a result of a clerical error on personal property lists when a qualified investment exemption was claimed by AMIS. The County entered into negotiations to correct the error, and as part of the negotiations, AMIS request full reimbursement of the \$482,092.28 overpayment. The PDA's portion of the repayment was calculated at \$433,786.14. The PDA's share of the repayment was deducted from the January 2008 tax increment payment for the Central Corridor. **T. Brower** expressed his dismay that the error had occurred, noting that the ramifications of the miscalculation led the PDA to scale back plans and limit financial commitments. Board members expressed their appreciation to the County staff for their willingness to provide the Board an explanation of the matter.

4. Executive Session: At approximately 12:05 p.m. **it was MSC (L. Ghan, R. Chase)** to adjourn to executive session (pursuant to I.C. §67-2345(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. The regular meeting was reconvened at 1:26 p.m. (L. Ghan excused himself at 12:35p.m.)

5. Miscellaneous:

Hoku Access: The Board discussed the options presented regarding Hoku Scientific's request for assistance in establishing an access road on the property leased to Hoku by the City. The road, including an overpass across the railroad tracks near Batiste Road, will cost approximately 9.1 million dollars. Methods of financing such a project were discussed, and

thereafter, **it was MSC (R. Chase, K. Monroe)** to approve a funding reimbursement schedule and proceed with the necessary steps to finance a public road across City property through a bond process, including authorizing the Chair of the PDA to enter into an agreement with necessary parties, including adjacent land owners and lessees to establish said public road.

Whisper Creek: Whisper Creek Log Homes presented its business plan to the Board and requested financial assistance with relocation and set up costs at a location within the Naval Ordnance Plant Urban Renewal Area. G. Gilliam recommended support of the project, stating that \$75,000.00 in discretionary funds earmarked for IsoRay did not appear to be needed, at this time. Discussion ensued regarding the perceived longevity of the business by Board members and the employment opportunities which may be presented by the business. **After further discussion, it was MSC (R. Chase, T. Brower)** to commit the sum of \$75,000.00 from discretionary funds to Whisper Creek Log Homes for relocation and set up costs, with the intent to commit an additional \$150,000.00 to the project from discretionary funds or Naval Ordnance Plant TIF funds as those funds become available. The commitment of the additional \$150,000.00 shall be dependent upon the accrual of sufficient tax increment finance funds and upon Whisper Creek's performance of specific milestones which shall be enumerated in a development agreement entered into by and between Whisper Creek Log Homes and the PDA.

EDA Grant Application: T. Tingey outlined the possibility working in conjunction with the Southeast Idaho Council of Government (SICOG) in applying for federal funds available through a grant application. For its part in the application, the PDA would be required to provide the matching funds required under the grant. Any grant monies would be applied toward public improvements associated with the Naval Ordnance Plant Urban Renewal Area. Investigation regarding the match requirements and applicability of the grant to the URA's purpose under the plan is continuing. It is possible that the PDA's guarantee of the \$750,000.00 loan from the Regional Development Alliance to Petersen, Inc. will qualify as matching funds, as well as other funds already committed within the URA. T. Tingey asked for the Board's approval to pursue this course of action. After discussion, **it was MSC (R. Chase, C. Hill)** to enter into a memorandum of understanding with SICOG to pursue the possibility of applying for federal funding and to provide matching funds required under the grant.

6. There being no further business, **it was MSC (R. Chase, G. Moore)** to adjourn the meeting at approximately 1:35 p.m.

Pocatello Development Authority

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

An urban renewal agency for the City of Pocatello, Idaho

May 27, 2011

Whisper Idaho, LP
dba Whisper Creek Log Homes
Attn: General Manager
997 West 950 North, Ste. 100
Centerville, UT 84014

Re: Pocatello Development Authority Economic Development Grant Agreement

Dear General Manager:

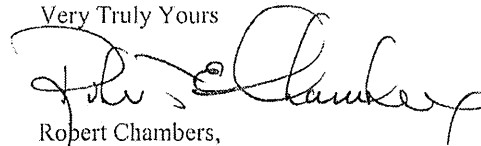
This letter is written in response to notification received by the Pocatello Development Authority that Whisper Creek Log Homes has closed its log home manufacturing business which was located at the Gateway West Industrial Center in Pocatello, Idaho.

On May 6, 2008, Whisper Idaho, LP, dba Whisper Creek Log Homes, entered into an Economic Development Grant Agreement with the Pocatello Development Authority (PDA) which provided that the PDA would grant up to \$225,000.00 to Whisper Idaho, LP upon certain conditions being met by Whisper Idaho. A copy of the Economic Development Grant Agreement is enclosed with this letter for your easy reference.

The first disbursement of \$75,000.00 was made to Whisper Idaho, LP in May of 2008, pursuant to paragraph 2.1 of the enclosed Agreement. The remaining amount \$150,000.00 was never disbursed to Whisper Idaho, LP because the conditions for said disbursement provided for in section 2 of the agreement were never met. It is now the PDA's understanding that Whisper Idaho, LP has permanently closed its doors at the Pocatello facility. Such a closure triggers the terms contained in paragraph 2.2E of the enclosed agreement, which provides for repayment of the \$75,000.00 grant by Whisper Idaho, LP to the PDA.

Please consider this letter the PDA's demand for repayment by Whisper Idaho, LP of the \$75,000.00 grant made by the PDA to Whisper Idaho, LP. Said repayment shall be considered to be past due if payment is not received within sixty (60) days from the date of this letter. In the event the PDA is mistaken in its understanding that Whisper Creek Log Homes has closed its Pocatello facility, please advise. Otherwise, we look forward to receiving reimbursement of the grant money, which will terminate the Economic Development Grant Agreement between the PDA and Whisper Idaho, LP.

Very Truly Yours



Robert Chambers,
Interim Executive Director

RC/dt

cc: CT Corporation System



Civil Party Search
 Mon Nov 9 14:00:06 2015
 10 records found

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 Client: legal
 Search: Civil Party Search Name whisper Tenth Circuit Page: 1

Party Name	Court	Case	NOS	Date Filed	Date Closed
1 Whispering Falls LLC (dft)	ksdce	2:2013-cv-02580	480	11/07/2013	03/07/2014
2 Whispering Pines Nursing Home (crd)	okwdce	5:2000-cv-01092	190	06/21/2000	04/18/2003
3 Whispering Pines Nursing Home (dft)	okwdce	5:2000-cv-01092	190	06/21/2000	04/18/2003
4 Whispering Pines Nursing Home (cc)	okwdce	5:2000-cv-01092	190	06/21/2000	04/18/2003
5 Whispering Oats Farms (pla)	ksdce	2:2014-md-02591	891	12/22/2014	
6 Whispering Oats Farms (pla)	ksdce	2:2015-cv-02032	385	01/06/2015	
7 Whispering Oats Farms, Inc. (pla)	ksdce	2:2015-cv-02981	385	04/08/2015	06/01/2015
8 Whisper Investment (pla)	utdce	2:2001-cv-00199	160	03/23/2001	08/23/2004
9 Whispering Oats Farms, Inc. (pla)	ksdce	2:2014-md-02591	891	12/22/2014	
10 Whispering Pines Nursing Center LLC (dft)	okwdce	5:2005-cv-01180	442	10/07/2005	05/01/2006

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Civil Party Search
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1 Whispering Palms Community Council (crc)	casdce	3:1999-cv-02496	443	11/23/1999	12/14/2001
2 Whispering Timbers Homeowners Association (dft)	nvdce	2:2011-cv-00535	890	04/08/2011	12/11/2013
3 Whisperz (dft)	casdce	2:2008-cv-00960	490	02/12/2008	07/03/2008
4 Whisper Rock Association (dft)	nvdce	2:2011-cv-00535	890	04/08/2011	12/11/2013
5 Whispering Palms Community Council (cc)	casdce	3:1999-cv-02496	443	11/23/1999	12/14/2001
6 Whispering Winds Properties LLC (dft)	azdce	2:2009-cv-00676	850	04/02/2009	12/18/2009
7 Whispering Pines Apartments (dft)	wawdce	2:1989-cv-00353	220	03/14/1989	08/29/1989
8 Whispering Winds Properties LLC (db)	azdce	2:2012-cv-00922	423	05/01/2012	06/18/2012
9 Whispering Pines Camp Incorporated (dft)	azdce	3:2015-cv-08117	110	07/01/2015	
10 Whisperz Bar & Grill (dft)	casdce	2:2008-cv-00960	490	02/12/2008	07/03/2008
11 Whispering Pine Press Inc (dft)	waedce	2:2015-cv-00023	870	01/27/2015	
12 Whisper Creek Archery Partnership (dft)	ordce	6:2007-cv-00729	830	05/17/2007	01/16/2008
13 Whispering Hope Care Center, Inc. (dft)	caedce	2:2012-cv-02522	190	10/05/2012	01/07/2014
14 Whisper Communications, Inc. (dft)	candce	3:2008-cv-04999	791	11/03/2008	03/20/2009
15 Whispering Elms Mobilehome Estates (pla)	casdce	2:1992-cv-01504	440	03/09/1992	09/28/1993
16 Whispering Palms Apartments (pla)	casdce	5:2015-cv-00514	230	03/17/2015	03/20/2015
17 Whispering Winds Properties LLC (db)	azdce	2:2015-cv-02212	423	11/02/2015	
18 Whisper Creek Archery of Utah, LLC (dft)	ordce	6:2007-cv-00729	830	05/17/2007	01/16/2008
19 Whisperz Cocktails (dft)	casdce	2:2008-cv-00960	490	02/12/2008	07/03/2008
20 Whispering Pines Apartments (dft)	azdce	4:2014-cv-01320	440	02/03/2014	04/01/2014
21 Whispering Oaks-MDR (pla)	casdce	2:2000-cv-01494	190	02/11/2000	10/19/2001
22 Whispering Pine Press Inc (dft)	waedce	2:2015-cv-00259	870	09/25/2015	
23 Whispering Pines Morgans (dft)	ordce	3:1987-cv-01254	220	11/12/1987	09/09/1988
24 Whispering Pines Apartments (dft)	casdce	3:1993-cv-00140	443	01/27/1993	02/10/1994
25 Whispering Ridge Homeowners Association (dft)	casdce	3:2011-cv-00508	440	03/15/2011	12/06/2011
26 Whispering Winds Properties LLC (db)	azdce	2:2010-cv-01215	422	06/07/2010	10/05/2010
27 Whispering Pines Homeowners Association (dft)	casdce	2:1995-cv-04546	210	07/10/1995	07/06/1998
28 Whisper (dft)	iddce	1:2014-cv-00438	550	10/14/2014	01/26/2015
29 Whisper Creek Archery, LLC (dft)	ordce	6:2007-cv-00729	830	05/17/2007	01/16/2008
30 Whispering Pine Log Home and Construction (cd)	mtdce	1:1997-cv-00104	220	08/27/1997	09/01/1999
31 Whispering Pine Log Home and Construction (pla)	mtdce	1:1997-cv-00104	220	08/27/1997	09/01/1999
32 Whispering Pines Mobile Home Park, Ltd. (pla)	candce	5:1991-cv-20751	440	10/31/1991	03/06/1992
33 Whispering Winds Inc (cd)	wawdce	2:1998-cv-01278	840	09/11/1998	03/19/1999
34 WhisperText, Inc. (dft)	candce	5:2014-cv-00424	890	01/28/2014	09/09/2015
35 Whispering Winds Inc (pla)	wawdce	2:1998-cv-01278	840	09/11/1998	03/19/1999
36 WhisperText, LLC (dft)	candce	5:2014-cv-00424	890	01/28/2014	09/09/2015
37 Whispering Palms Community Council (dft)	casdce	3:1999-cv-02496	443	11/23/1999	12/14/2001
38 Whispering Trees Apt (dft)	casdce	3:1995-cv-03882	442	12/06/1995	08/01/1996
39 Whisperz After Dark (dft)	casdce	2:2008-cv-00960	490	02/12/2008	07/03/2008
40 Whispering Pine Log Home and Construction (crd)	mtdce	1:1997-cv-00104	220	08/27/1997	09/01/1999
41 Whispering Winds Catholic Conference Center, Inc. (pla)	casdce	3:2005-cv-01911	110	10/06/2005	08/06/2007
42 Whispers Music Inc (pla)	casdce	2:2013-cv-08216	190	11/06/2013	02/19/2015

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 Description Civil Party Search
 Name whisper Ninth Circuit Page: 1
 Pages 1 (\$0.10)

State of Idaho

Office of the Secretary of State

CERTIFICATE OF AUTHORITY

OF

WHISPER IDAHO, LP

File Number L 6387

I, BEN YSURSA, Secretary of State of the State of Idaho, hereby certify that an Application for Certificate of Authority, duly executed pursuant to the provisions of the Idaho Limited Partnership Act, has been received in this office and is found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Authority to transact business in this State and attach hereto a duplicate of the Application.

Dated: April 22, 2010



Ben Yursa

SECRETARY OF STATE

By *Sally Lloyd*

FILED EFFECTIVE



APPLICATION FOR CERTIFICATE OF AUTHORITY FOR FOREIGN LIMITED PARTNERSHIP (Instructions on back of application)

10 APR 22 AM 10:38

SECRETARY OF STATE STATE OF IDAHO

The undersigned limited partnership applies for a Certificate of Authority and states as follows:

- 1. The name of the limited partnership is: Whisper Idaho, LP
2. The name which it shall use in Idaho is: Whisper Idaho, LP
3. It is formed under the laws of: Delaware and its date of formation is 1/25/2008
4. The business address of the office located in its jurisdiction of domicile: c/o The Corporation Trust, Corporation Trust Center, 1209 Orange Street, Wilmington, DE 19801
5. The address of its principal office in Idaho is: 669 W Quinn Road, Bldg 36, Pocatello, Idaho 83202
6. The address to which correspondence should be addressed, if different from item 5, is: 997 W 950 N, Suite 100, Centerville, Utah 84014
7. The name and physical street address of the registered agent in Idaho is: CT Corporation System, 1111 West Jefferson, Suite 530, Boise, Idaho 83702
8. This limited partnership [] is [X] a limited liability limited partnership.
9. The names and respective business and mailing addresses of its general partners:

Table with 3 columns: Name, Street Address, Mailing Address. Row 1: Whisper Creek Homes GP, LLC, 2355 E Camelback Rd. 750, 2355 E Camelback Rd., Ste 750, Phoenix, AZ 85016, Phoenix, AZ 85016.

Dated: April 16, 2010
Signature: David Holthe
Typed Name: David Holthe
Capacity: Manager of General Partner
The signer must be a general partner of the limited partnership.

Customer Acct #:
(if using pre-paid account)
Secretary of State use only

Complimentary Renewal of authority Foreign LP Limit Renewal 07/2008

L 6387
IDAHO SECRETARY OF STATE
04/22/2010 05:00
CK: 3662 CT: 247298 BH: 1218896
1 @ 100.00 = 100.00 REG FOR LP # 2
1 @ 20.00 = 20.00 EXPEDITE C # 3

Delaware

PAGE 1

The First State

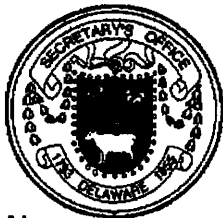
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WHISPER IDAHO, LP" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE SIXTEENTH DAY OF APRIL, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

4495161 8300

100391789

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7935888

DATE: 04-16-10

AGENDA ITEM

NO. 6

Craig W. Christensen
CRAIG W. CHRISTENSEN, CHARTERED
 414 South Garfield
 P.O. Box 130
 Pocatello, Idaho 83204-0130
 Telephone: (208) 234-9353
 Fax: (208) 234-9357
 E-Mail: cwcc@ida.net
 Idaho State Bar No. 2086
 Utah State Bar No. 10355

Attorneys For: Pocatello Development Authority

IN THE DISTRICT COURT OF THE SIXTH JUDICIAL DISTRICT OF THE
 STATE OF IDAHO, IN AND FOR THE COUNTY OF BANNOCK

POCATELLO DEVELOPMENT AUTHORITY,)	
an Urban Renewal Agency formed under the laws)	Case No. CV-2015-1377-OC
of the State of Idaho,)	
)	
Plaintiff,)	
)	
-vs-)	
)	STIPULATION BETWEEN IDAHO
POSITRON SYSTEMS, INC., a Delaware)	STATE UNIVERSITY AND
Corporation authorized to conduct business in the)	POCATELLO DEVELOPMENT
State of Idaho; IDAHO STATE UNIVERSITY, a)	AUTHORITY
body politic and corporate; PIONEER TITLE)	
COMPANY OF BANNOCK COUNTY, INC., an)	
Idaho Corporation,)	
)	
Defendants,)	
)	

COMES NOW, Plaintiff, POCATELLO DEVELOPMENT AUTHORITY (hereinafter referred to as "PDA"), and the Defendant, IDAHO STATE UNIVERSITY (hereinafter referred to as "ISU"), by and through their counsel of record and agree and stipulate as follows:

1. On or about September 30, 2003, ISU, entered in to a Lease Agreement with Positron Systems, Inc. (hereinafter referred to as "Positron") by the terms of which ISU leased to Positron
- STIPULATION BETWEEN ISU AND CITY OF POCATELLO

certain unimproved real property (hereinafter referred to as "Leased Premises") adjacent to the Idaho Accelerator Center on Alvin Ricken Drive in Pocatello, Idaho to be used for the development and construction of a new accelerator cell building at the Accelerator Center for Positron's research purposes, together with appurtenant utility connections, access ways, parking areas and landscaping. A copy of said Lease Agreement is attached hereto as Exhibit "A" and by reference incorporated herein.

2. The real property which was the subject matter of the Lease Agreement, Exhibit "A" hereto was particularly described as that certain real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, together with real property improvements thereon, more particularly described as:

A parcel of land located in the Southwest 1/4 of Section 30, Township 6 South, Range 35 East, Boise Meridian, Bannock County, described as follows:

Commencing at the West 1/4 of Section 30, being marked by a Bannock County Monument as indicated in the Corner Perpetuation and Filing record instrument number 575624, thence South 89° 26' 48" East, along the Latitudinal centerline to the West 1/16 corner on the Latitudinal centerline being marked by a Bannock County Monument as indicated in the Corner Perpetuation and Filing record instrument number 97015769, a distance of 1,181.84 feet; thence continuing along the Latitudinal centerline South 89° 26' 48" East a distance of 999.50 feet; thence South 00° 33' 12" West a distance of 207.06 feet to the True Point of Beginning:

Thence South 54° 44' 09" East a distance of 157.32 feet;
Thence North 40° 39' 21" East a distance of 55.59 feet;
Thence North 33° 35' 57" West a distance of 144.21 feet;
Thence South 54° 27' 51" West a distance of 80.64 feet;
Thence South 38° 02' 24" West a distance of 31.22 feet; to the True Point of Beginning. (Containing 0.29 acres)

Together with the tenements, hereditaments and appurtenances thereunto belonging.

3. The said Lease Agreement, Exhibit "A" hereto, provides in part as follows:

"3.1 The term of the lease shall commence upon commencement of construction of the proposed cell, but no later than September 30, 2003.

- 3.2 The lease shall continue for a period of fifty (50) years, and through September 30, 2053.
- 3.3 Positron shall have exclusive possession of the Leased Premises beginning on the date of this agreement.
- 6.1 Positron shall construct, and is authorized to construct, upon the Leased Premises an accelerator cell building, together with appurtenant utility connections, access ways, parking areas and landscaping.
- 13.1 Positron may encumber by mortgage, deed of trust, assignment of security, Uniform Commercial Code security agreement or other proper instrument, its leasehold interest in the Leased Premises under this Lease Agreement, together with all buildings and improvements constructed by Positron on the Leased Premises, as security for indebtedness incurred by Positron in connection with constructing the buildings and improvements, long-term financing or refinancing of the construction costs or remodeling, restoration or maintenance and repair of the buildings and improvements, or any other additional financing or refinancing.”
- 13.5 ISU agrees to subordinate its interest with respect to the Leased Premises to the mortgage or deed of trust of a lender who loans funds for the purposes set out in Paragraph 13.1.”

4. On or about December 16, 2003, Positron entered into an Economic Development Loan Agreement with PDA by the terms of which up to the sum of \$400,000.00 of the PDA economic development revolving loan fund was to be loaned to Positron to assist Positron with the development and construction of a new accelerator cell building at the Accelerator Center for Positron’s research purposes, together with appurtenant utility connections, access ways, parking areas and landscaping and for its research and test facility project on the real property leased by Positron from ISU at the Idaho State University Research and Business Park, adjacent to the Idaho Accelerator Center in Pocatello, Idaho. A copy of said Economic Development Loan Agreement is attached hereto as Exhibit “B” and by reference incorporated herein.

5. By the terms of said Economic Development Loan Agreement, Exhibit “B” hereto, the sum of \$400,000.00 was loaned to Positron to enable Positron to construct a research and test facility,

including the development and construction of a new accelerator cell building at the Accelerator Center for Positron's research purposes, together with appurtenant utility connections, access ways, parking areas and landscaping and for its research and test facility project on the real property leased by Positron from ISU at the Idaho State University Research and Business Park, adjacent to the Idaho Accelerator Center in Pocatello, Idaho.

6. As part of said Economic Development Loan Agreement, Exhibit "B" hereto, the parties agreed as follow:

- "2.4 The loan shall be evidenced by a Deed of Trust Note, executed on behalf of Positron. The Note shall provide that the loan is made without interest and is to be repaid within seven (7) years from the date of the Note. Positron shall have full right of prepayment."
- "3.1 To secure repayment to the PDA of the loan funds, Positron (as grantor) shall execute in favor of PDA (as beneficiary) a Deed of Trust encumbering the Positron interest of the long-term lease with Idaho State University, together with the improvements (research and test facility) to be constructed thereon."
- "3.2 To define the relationship between the PDA, as a secured lender, and Positron and Idaho State University, as parties to leases respecting the property, the PDA will enter into such subordination and non-disturbance agreement as Positron and Idaho State University may reasonably require."
- "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."

7. As part of said Economic Development Loan Agreement, Exhibit "B" hereto, Positron, on or about March 25, 2004, executed and delivered to PDA a Deed of Trust Note in the principal amount of \$400,000.00 with interest thereon at the rate of 0.0% per annum, "payable within seven (7) years from completion of the construction of the building at the Idaho Accelerator Center more particularly

described in said Deed of Trust". A copy of said Deed of Trust Note is attached hereto as Exhibit "C" and by reference incorporated herein.

8. In order to secure the payment of said Deed of Trust Note, Exhibit "C" hereto, on the 25th day of March, 2004, the Defendant, Positron, executed and delivered to PDA its Deed of Trust, by the terms of which Defendant, Positron, pledged as collateral to PDA "that certain real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, and more particularly described in Exhibit "A" hereto, together with real property improvements thereon", more particularly described as:

A parcel of land located in the Southwest 1/4 of Section 30, Township 6 South, Range 35 East, Boise Meridian, Bannock County, described as follows:

Commencing at the West 1/4 of Section 30, being marked by a Bannock County Monument as indicated in the Corner Perpetuation and Filing record instrument number 575624, thence South 89° 26' 48" East, along the Latitudinal centerline to the West 1/16 corner on the Latitudinal centerline being marked by a Bannock County Monument as indicated in the Corner Perpetuation and Filing record instrument number 97015769, a distance of 1,181.84 feet; thence continuing along the Latitudinal centerline South 89° 26' 48" East a distance of 999.50 feet; thence South 00° 33' 12" West a distance of 207.06 feet to the True Point of Beginning:

Thence South 54° 44' 09" East a distance of 157.32 feet;
Thence North 40° 39' 21" East a distance of 55.59 feet;
Thence North 33° 35' 57" West a distance of 144.21 feet;
Thence South 54° 27' 51" West a distance of 80.64 feet;
Thence South 38° 02' 24" West a distance of 31.22 feet; to the True Point of Beginning. (Containing 0.29 acres)

Together with the tenements, hereditaments and appurtenances thereunto belonging.

Said Deed of Trust was duly recorded in the official records of Bannock County, Idaho, on the 12th day of May, 2004, as instrument number 20409858; a copy of said Deed of Trust is attached hereto as Exhibit "D" and by reference incorporated herein.

9. Said Deed of Trust, Exhibit "D" hereto, provides in part as follows:

"FOR THE PURPOSE OF securing payment to Beneficiary from Grantor of all indebtedness or obligations evidenced by or arising under:

- a. Deed of Trust Note dated March 25, 2004, executed by Grantor in favor of Beneficiary in the original principal sum of \$400,000 full payment due seven (7) years from date of completion of the building.
- b. Economic Development Loan Agreement of December 16, 2003, between Grantor and Beneficiary.

10. Positron initiated the development and physical construction of the new accelerator cell and improvements at the Accelerator Center for Positron's research purposes on the Leased Premises and completed development and physical construction of the new accelerator cell and improvements at the Accelerator Center for Positron's research purposes on the Leased Premises on or about June 7, 2004, as evidenced by Substantial Completion Certification; a copy of said Substantial Completion Certification is attached hereto as Exhibit "E" and by reference incorporated herein.

11. The Deed of Trust Note, Exhibit "C" hereto, provided for a maturity date of "within seven (7) years from completion of the construction of the building at the Idaho Accelerator Center more particularly described in said Deed of Trust", i.e. March 24, 2011.

12. Positron failed to pay said Deed of Trust Note upon its maturity, i.e. March 24, 2011; Positron failed to pay said Deed of Trust Note upon the two (2) year PDA approved extension date, ie. March 15, 2013.

13. The Defendant, Positron, is in default under the terms and conditions of the Economic Development Loan Agreement, Deed of Trust Note, and the Deed of Trust, Exhibits "B", "C", and "D" hereto, having failed to pay the indebtedness in full.

14. The Defendant, Positron, failed and refused to cure the default; as a result of said default and failure to pay the indebtedness in full, PDA elected to accelerate the payment of the entire indebtedness due and owing to PDA under said Deed of Trust Note, Exhibit "C" hereto.

15. After applying all payments, credits, and offsets, as of April 8, 2015, the balance due and payable to PDA on the Deed of Trust Note, Exhibit "C" hereto, was the sum of \$497,841.14, comprised of a principal balance of \$400,000.00; accrued interest of \$97,841.14; late charges of \$-0-; and advances of \$-0-; plus advances for the Alliance Title & Escrow Corp Litigation Guarantee. Interest accrues at the rate of twelve percent (12.0%) per annum from March 25, 2013 ("money after the same comes due" per I.C. § 28-22-104(1)(2)) until paid in full (i.e. \$131.51 per day).

16. That at all times herein mentioned PDA is the owner and holder of said Economic Development Loan Agreement, Deed of Trust Note, and the Deed of Trust, Exhibits "B", "C", and "D" hereto, and other underlying loan documentation.

17. PDA, ISU and Positron entered into a Settlement Agreement on or about August 7, 2015 to resolve all of the disputes and issues amongst the parties.

18. The Defendant, ISU, may claim some right, title, or interest in the above described real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, together with real property improvements thereon, collateral and fixtures or a portion thereof, by virtue of its ownership interest in said above described real property; that said claimed right, title or interest is subordinate and inferior to the claims of Plaintiff, PDA.

19. The security interest of PDA in said real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, together with real property improvements thereon, collateral and fixtures should be declared a valid and existing first lien against the subject real property interest in the form of leasehold with respect to real property located in Bannock County,

Idaho, together with real property improvements thereon, collateral and fixtures and superior to and having priority over all claims of Defendant, ISU; and any and all persons or entities claiming an interest by or through said Defendant, ISU, should be foreclosed according to law.

20. By reason of the aforesaid payment defaults by Defendant, Positron, and pursuant to said Economic Development Loan Agreement, Deed of Trust Note and Deed of Trust, Exhibits "B", "C", and "D" respectively hereto, PDA has the right to take immediate possession of the said real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, together with real property improvements thereon, collateral and fixtures above described, and to sell, lease, or otherwise dispose of the same in its present condition, or following repair, reconditioning or processing, and to apply the proceeds thereof to the expenses of retaking, protecting, holding, preparing for sale, selling or otherwise realizing on the said real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, together with real property improvements thereon, collateral and fixtures, and to reasonable attorney fees and costs necessarily incurred herein by PDA, and thereafter apply the balance to the unpaid principal balance, accrued interest, late charges, advances, costs and fees owed by Defendant, Positron, to PDA as described above.

21. The Lease Agreement, the Economic Development Loan Agreement, and the Deed of Trust (Exhibits "A", "B", and "D") pertain to the said real property interest in the form of leasehold with respect to real property located in Bannock County, Idaho, together with real property improvements thereon, collateral and fixtures described therein and the Accelerator Center constructed thereon, but fail to provide for an access, private way of necessity, an easement or right-of-way from Alvin Ricken Drive to the Accelerator Center constructed thereon.

22. At the time of execution of The Lease Agreement, the Economic Development Loan Agreement, and the Deed of Trust (Exhibits “A”, “B”, and “D”), Idaho State University was, and still is, the record owner of the therein described real property.

23. That at all times said Lease Agreement and the Economic Development Loan Agreement were in effect, as aforesaid, Positron Systems, Inc. had, and still has, access via a constructed roadway from Alvin Ricken Drive across real property owned by Idaho State University to the Accelerator Center constructed thereon.

24. That there is no specific legal description particularly describing the roadway or providing access for a private way of necessity, an easement or right-of-way from Alvin Ricken Drive to the Accelerator Center constructed thereon.

25. The original legal description of the real property used for the development and construction of the new accelerator cell building at the Accelerator Center, together with appurtenant utility connections, access ways, parking areas and landscaping as included in the Lease Agreement, Exhibit “A” hereto, was inaccurately described. Attached hereto as Exhibit “F” is an aerial plat map color coded “**IN GREEN**” depicting the original and erroneous legal description as contained in the Lease Agreement, Exhibit “A” hereto.

26. The actual and accurate legal description of the real property used for the development and construction of the new accelerator cell building at the Accelerator Center, together with appurtenant utility connections, access ways, and landscaping which should have been included and substituted in the Lease Agreement, Exhibit “A” hereto, is depicted in attached Exhibit “G”, which is an aerial plat map color coded “**IN GOLD**”.

27. Within the actual leasehold premises, particularly defined **“IN GOLD”**, is the actual real property used for the development and construction of the new accelerator cell building at the Accelerator Center, together with appurtenant utility connections, which is depicted in attached Exhibit **“G”**, and color coded **“IN YELLOW”**.

28. That the correct legal description of the subject real property which was used for the actual development and construction of the new accelerator cell building at the Accelerator Center for Positron’s research purposes, together with appurtenant utility connections, and landscaping (i.e. aerial plat map color coded **“IN GOLD”**)“is as follows:

INSERT QUAYLE/JENSEN LEGAL DESCRIPTION OF **“GOLD”** PLAT

29. That the correct legal description of the subject real property which was used for the development and construction of an access, easement, and right of way and parking area is as follows:

NEED TO INSERT CORRECT LEGAL DESCRIPTION FOR EASEMENT

A copy of the Display Map reflecting the access, easement, and right of way and parking is attached hereto as Exhibit **“H”** and by reference incorporated herein.

30. At the present time, and continuing during the entire remaining period of the Lease Agreement, Exhibit **“A”** hereto, PDA, and any successors in interest, or lessees, shall have: (1) a valid, enforceable lease of the subject real property which was used for the development and construction of the new accelerator cell building at the Accelerator Center, together with appurtenant utility connections and landscaping, particularly described as follows:

INSERT QUAYLE/JENSEN LEGAL DESCRIPTION OF **“GOLD”** PLAT

and (2) the right of an access, an easement or right-of-way from Alvin Ricken Drive to the Accelerator Center constructed on, across, or adjacent to the "Leased Premises" and to be also used as a parking area, and particularly provided and described as follows:

NEED TO INSERT CORRECT LEGAL DESCRIPTION FOR EASEMENT

31. The Plaintiff, PDA, and the Defendant, ISU, and their agents, employees, successors and assigns, and all persons claiming under them, or any of them, shall be restrained and permanently enjoined from maintaining locked gates, or any obstruction to the use of said easement or right-of-way from Alvin Ricken Drive to the Accelerator Center and from preventing either party, and their agents, employees, successors and assigns, and all persons claiming under them, or any of them, and the public from using said easement or right-of-way from Alvin Ricken Drive to the Accelerator Center.

DATED This ____ day of _____, 2015.

CRAIG W. CHRISTENSEN, CHARTERED

By _____
Attorneys for Pocatello Development Authority

POCATELLO DEVELOPMENT AUTHORITY

Chairman

**RACINE, OLSON, NYE, BUDGE AND BAILEY,
CHTD.**

By _____
Attorneys for Idaho State University

IDAHO STATE UNIVERSITY

Authorized Signature

Summary of all utilities FY 15

Idaho Accelerator Utilities FY15

	July	Aug.	Sept	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	June	TOTAL
Electrical	\$ 7,240.27	\$ 6,671.02	\$6,135.76	\$ 5,770.25	\$6,038.05	\$5,351.40	\$5,185.06	\$4,851.30	\$ 5,390.65	\$5,202.76	\$5,121.76	\$6,435.87	\$ 69,394.15
Water	\$ 253.83	\$ 308.16	\$ 273.54	\$ 293.98	\$ 260.01	\$ 273.93	\$ 282.63	\$ 247.83	\$ 239.13	\$ 271.04	\$ 230.27	\$ 533.54	\$ 3,467.89
Gas	\$ 6.03	\$ 75.78	\$ 176.88	\$ 1,171.32	\$1,322.29	\$2,049.04	\$1,330.92	\$1,276.96	\$ 1,009.33	\$ 672.24	\$ 520.27	\$ 58.42	\$ 9,669.48
Positron	\$ 1,239.30	\$ 1,164.38	\$1,129.57	\$ 1,326.94	\$1,551.21	\$1,264.26	\$1,124.27	\$1,067.01	\$ 1,182.86	\$ 960.15	\$ 920.24	\$1,282.74	\$ 14,212.93

TOTAL	\$ 96,744.45
IAC	\$ 82,531.52
POSITRON	\$ 14,212.93

Water/Garbage/Sewer & Gas

Building	Address	JULY		AUGUST		SEPTEMBER		OCTOBER		NOVEMBER		DECEMBER		JANUARY		FEBRUARY		MARCH		APRIL		MAY		JUNE		JUNE PART II		TOTAL YEAR
		11	1,000 GAL COST	28		16		25		15		23		28		8		3		4		3		13		3		
Accelerator Center	1500 Alvin Ricken Dr. -water	\$68.04		\$112.01		\$77.39		\$92.82		\$58.85		\$72.77		\$81.47		\$46.67		\$37.97		\$69.88		\$53.47		\$80.41		\$95.47		\$854.40
Accelerator Center garbage	1500 Alvin Ricken Dr. -garb	\$153.36		\$153.36		\$153.36		\$158.37		\$158.37		\$158.37		\$158.37		\$158.37		\$158.37		\$158.37		\$158.37		\$158.37		\$158.37		\$1,885.41
Accelerator Center sewer	1500 Alvin Ricken Dr. -sewer	\$32.43		\$42.79		\$42.79		\$42.79		\$42.79		\$42.79		\$42.79		\$42.79		\$42.79		\$42.79		\$18.43		\$22.49		\$18.43		\$476.89

Meter #	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE	TOTAL YEAR												
	THERMS	COST																							
437701	5	\$6.03	93	\$75.78	221	\$176.88	1,510	\$1,171.32	1,818	\$1,322.29	2,853	\$2,049.04	1,830	\$1,330.92	1,755	\$1,276.96	1,300	\$1,009.33	863	\$672.24	666	\$520.27	71	\$58.42	\$10,840.80



Power Allocation Table

Building Breakdown						
	Transformer Size (KVA)	% of Total KVA	Power Investment	% of power Investment	Average Charge of services	
Accel Center	1000	25%	\$ 13,758.30	22%	24%	
Isis	2500	63%	\$ 35,843.53	58%	60%	
Positron	500	13%	\$ 11,947.34	19%	16%	
Total	4000		\$ 61,549.17			

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Aug-14		385	279	61,936	285.00	492.80	1,578.99	3,089.77	57.94	1,765.52	347.52	217.86	7,835.40

Total Individual Charges

Total of All Charges Except kWh		4,745.63
Cost Breakdown		
Accel Center	24%	1,138.95
Isis	60%	2,847.38
Positron	16%	759.30

16%

kWh\$-Positron		
East Meter Reading Use	203	
Multiplier	40	
kWh Used		8,120
Average kWh Cost		0.05
Total kWh \$		405.08

Total to Bill Positron

\$1,164.38

15%

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Sep-14		385	264	69,124	285.00	492.80	1,314.18	2,772.86	52.53	1,765.52	387.85	194.59	7,265.33

Total Individual Charges

Total of All Charges Except kWh		4,492.47
Cost Breakdown		
Accel Center	24%	1,078.19
Isis	60%	2,695.48
Positron	16%	718.80

kWh\$-Positron		
East Meter Reading Use	256	
Multiplier	40	
kWh Used		10,240
Average kWh Cost		0.04
Total kWh \$		410.77

Total to Bill Positron \$1,129.57

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Nov-14		399	361	66,350	285.00	510.72	1,738.83	2,653.76	55.61	1,765.52	372.29	207.53	7,589.26

Total Individual Charges

Total of All Charges Except kWh **4,935.50**

Cost Breakdown

Accel Center	24%	1,184.52
Isis	60%	2,961.30
Positron	16%	789.68

kWh\$-Positron

East Meter Reading Use	476	
Multiplier	40	
kWh Used		19,040
Average kWh Cost		0.04
Total kWh \$		761.53

Total to Bill Positron **\$1,551.21**

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Dec-14		399	231	57,347	285.00	510.72	1,220.31	2,293.64	46.31	1,765.52	321.77	172.39	6,615.66

Total Individual Charges

Total of All Charges Except kWh 4,322.02

Cost Breakdown

Accel Center	24%	1,037.28
Isis	60%	2,593.21
Positron	16%	691.52

kWh\$-Positron

East Meter Reading Use	358
Multiplier	40
kWh Used	14,320
Average kWh Cost	0.04
Total kWh \$	572.74

Total to Bill Positron

\$1,264.26

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Jan-15		397	222	52,561	285.00	508.16	1,148.79	2,101.80	43.39	1,765.52	294.92	161.75	6,309.33

Total Individual Charges

Total of All Charges Except kWh	4,207.53
Cost Breakdown	
Accel Center	24% 1,009.81
Isis	60% 2,524.52
Positron	16% 673.20

kWh\$-Positron	
East Meter Reading Use	282
Multiplier	40
kWh Used	11,280
Average kWh Cost	0.04
Total kWh \$	451.06

Total to Bill Positron \$1,124.27

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Feb-15		397	229	43,743	285.00	508.16	1,175.61	1,750.18	39.64	1,765.52	245.44	148.76	5,918.31

Total Individual Charges

Total of All Charges Except kWh		4,168.13
Cost Breakdown		
Accel Center	24%	1,000.35
Isis	60%	2,500.88
Positron	16%	666.90

kWh\$-Positron		
East Meter Reading Use	250	
Multiplier	40	
kWh Used		10,000
Average kWh Cost		0.04
Total kWh \$		400.11

Total to Bill Positron \$1,067.01

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Mar-15		397	251	56,046	285.00	508.16	1,238.19	2,245.20	45.91	1,765.52	314.47	171.06	6,573.51

Total Individual Charges

Total of All Charges Except kWh		4,328.31
Cost Breakdown		
Accel Center	24%	1,038.79
Isis	60%	2,596.99
Positron	16%	692.53

kWh\$-Positron		
East Meter Reading Use	306	
Multiplier	40	
kWh Used		12,240
Average kWh Cost		0.04
Total kWh \$		490.33

Total to Bill Positron **\$1,182.86**

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
Apr-15		397	233	48,044	285.00	508.16	1,211.37	1,924.16	41.98	1,765.52	269.57	157.15	6,162.91

Total Individual Charges

Total of All Charges Except kWh		4,238.75
Cost Breakdown		
Accel Center	24%	1,017.30
Isis	60%	2,543.25
Positron	16%	678.20

kWh\$-Positron		
East Meter Reading Use	176	
Multiplier	40	
kWh Used		7,040
Average kWh Cost		0.04
Total kWh \$		281.95

Total to Bill Positron \$960.15

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$	
May-15		397	229	46,265	285.00	508.16	1,180.08	1,849.89	40.83	1,765.52	259.59	152.93	6,042.00

Total Individual Charges

Total of All Charges Except kWh 4,192.11

Cost Breakdown

Accel Center	24%	1,006.11
Isis	60%	2,515.27
Positron	16%	670.74

kWh\$-Positron

East Meter Reading Use	156	
Multiplier	40	
kWh Used		6,240
Average kWh Cost		0.04
Total kWh \$		249.50

Total to Bill Positron

\$920.24

Power Bill Breakdown

Date	BLC	Actual kW	kWh Used	Cust Srv\$	BLC \$	kW \$	kWh \$	F Fee \$	Facility	PCA \$	Other \$	Total \$
Jun-15	397	270	44,014	285.00	508.16	1,502.34	3,101.85	56.80	1,765.52	283.05	215.89	7,718.61

Total Individual Charges

Total of All Charges Except kWh		4,616.76
Cost Breakdown		
Accel Center	24%	1,108.02
Isis	60%	2,770.06
Positron	16%	738.68

kWh\$-Positron		
East Meter Reading Use	193	
Multiplier	40	
kWh Used		7,720
Average kWh Cost		0.07
Total kWh \$		544.06

Facilities reads meter

Total to Bill Positron **\$1,282.74**

AGENDA ITEM NO. 7

An urban renewal agency for the City of Pocatello, Idaho

November 16, 2015

Pocatello Development Authority Board Members:

I have reviewed the information regarding the sale of the Whitman Condominiums 2 & 3 and have calculated the net gain or loss related to the sale.

Review of Sale of Whitman Condominiums Units 2 & 3

Sales Agreement Value <i>See attached agreement</i>	\$ 210,000.00
CMW LLC Basis in Property <i>see attached asset detail</i>	<u>\$ 348,351.00</u>
Net Gain or (Loss) on Sale	<u>\$ (138,351.00)</u>

I would also note that the basis in CMW LLC property is as of December 2014 which means there would be additional depreciation reported in 2015. The amount of depreciation should not be greater than \$9,188.97 which represents the current year depreciation amount.

This additional depreciation would not change the outcome of the sale from a loss to a gain.

Therefore, this sale does not produce a gain on the sale and the Pocatello Development Authority does not have a claim from section 1.3 Revenues of the Memorandum of Agreement.

Joyce Stroschein

Pocatello Development Authority Treasurer

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PURCHASE AND SALE AGREEMENT

This purchase and sale agreement ("Agreement") is made effective as of Oct 07, 2015 (Effective Date) between EMIL 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 \$ 66,005.82 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)

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

Allan Collins
Tim Whiters

(Typed Name)

BUYER

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

Tax Asset Detail 1/01/14 - 12/31/14

Asset Id	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: Building											
5	BUILDING IMPROVEMENT	12/31/09	50,280.00	0.00	0.00	4,689.24	1,160.31	5,849.55	44,430.45	S/L	39.0
6	Suite B remodel	6/15/10	5,337.00	0.00	0.00	484.67	136.85	621.52	4,715.48	S/L	39.0
7	New Exterior sign	10/31/11	909.94	0.00	0.00	598.74	124.48	723.22	186.72	200DB	5.0
	Building		<u>56,526.94</u>	<u>0.00c</u>	<u>0.00</u>	<u>5,772.65</u>	<u>1,421.64</u>	<u>7,194.29</u>	<u>49,332.65</u>		
Group: Land											
2	Land - LAND & BUILDING	11/01/09	5,500.00	0.00	0.00	0.00	0.00	0.00	5,500.00	Land	0.00
	Land		<u>5,500.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,500.00</u>		
Group: Original Purchase											
3	BUILDING	11/01/09	16,175.00	0.00	0.00	1,710.96	414.74	2,125.70	14,049.30	S/L	39.0
4	BUILDING RENOVATION	11/01/09	316,446.00	0.00	0.00	30,124.36	7,302.59	37,426.95	279,019.05	S/L	39.0
	Original Purchase		<u>332,621.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>31,835.32</u>	<u>7,717.33</u>	<u>39,552.65</u>	<u>293,068.35</u>		
Group: Other Assets											
1	START OP COSTS	1/01/09	750.00	0.00	0.00	250.00	50.00	300.00	450.00	Amort	15.00
	Other Assets		<u>750.00</u>	<u>0.00c</u>	<u>0.00</u>	<u>250.00</u>	<u>50.00</u>	<u>300.00</u>	<u>450.00</u>		
	Grand Total		<u>395,397.94</u>	<u>0.00c</u>	<u>0.00</u>	<u>37,857.97</u>	<u>9,188.97</u>	<u>47,046.94</u>	<u>348,351.00</u>		

AGENDA ITEM

NO. 9

**IDAHO POWER SITE READINESS EVALUATION PROGRAM
PROPERTY EVALUATION DELIVERABLE**

**Property Name: Pocatello Airport Business Park
Site Location: Pocatello, Power County, ID
Category: Super Park**

OVERVIEW OF EVALUATION

In this report, we have divided our evaluation of the property into three areas. The first is a technical evaluation of the property, and the second is a marketing evaluation of the property. For the first two sections, we have grouped the findings into three categories: green, yellow, and red. The green category is strengths of the property and the red category is weaknesses of the property. The yellow category is items that are somewhere in between. The final section is recommendations on ways to improve the readiness of the property.

TECHNICAL EVALUATION OF PROPERTY

The technical evaluation is a review of the property from a construction or developability standpoint. We are assessing the property on its ability to be developed for industrial use. The information documented in this section was provided by the applicant either in the evaluation application or during the site visit.

PROPERTY CHARACTERISTICS	
	<ul style="list-style-type: none">• The property has one owner, the City of Pocatello.• A preliminary soil evaluation was completed on Parcel 3 (and adjacent property) on February 7, 2014.
	<ul style="list-style-type: none">• Phase I ESA, wetlands delineation, threatened and endangered species study, and an archaeological and historical investigation have not been conducted on the property.• The property consists of three non-contiguous parcels, which may prove difficult when marketing the property.• The property is zoned Airport District, with a portion in a Manufacturing subzone and another portion in the Air Operations Development subzone. Limitations over acceptable uses within the zonings may impact a prospect's willingness to develop the property.• FEMA has not studied the property. Therefore, a flood zone designation has not been determined for the property.• The property is available for lease only.

- The lease rates are subject to city council approval, which can take 30 to 60 days from the date a lease rate agreement is reached.
- A base lease rate to open negotiations has not yet been established.

TRANSPORTATION

- The property is adjacent to the Pocatello Regional Airport.
- The property has direct access to I-86, is adjacent to U.S. Route 30 (four-lane highway), and is 7.8 miles from I-15.
- An existing rail spur currently connects Parcel 3 to the Union Pacific Mainline.
- A Master Development Plan has not been developed for the park that includes a rail plan to provide rail service to the other parcels of the park.
- The rail spur is owned by Bill McNabb, and he would have to grant usage to an industrial user of the property. An agreement is currently in place with the city that others can use it, but some prospects may be deterred due to the rail spur being owned by a private entity.
- In order to provide rail service to the park, an upgrade and extension of the rail spur is required. An estimated cost and schedule to upgrade and extend the rail spur has not been established.

UTILITIES

- Up to 15 MW of electric service can be provided to the property within nine months.
- Up to 32,500 mcf per month of natural gas service can be provided to the property within nine months.
- The property is currently served by a system of water wells that are capable of providing 2,500 gallons per minute of service and will be able to provide 5,000 gallons per minute once the system upgrade is completed in December of 2015.
- The property is served by a wastewater treatment plant that has 5 million gallons per day of excess capacity, 2.2 million gallons per day of which is unencumbered.
- The park can be served with fiber and can have connections from T-1 to 1 Gig.

- A plan for providing utility services to each of the three parcels, including an estimated cost and schedule, has not been developed.
- A one-mile water line extension of 12-inch water line would be required to serve the property and could be completed within four to six months.

- The property is currently served by a 12.47 kV distribution feeder that has 1 MW of available capacity. Estimated cost to provide 15 MW of electric service is \$4,650,000. Estimated timeline to secure the required rights-of-way to provide up to 15 MW of electric service is six to twelve months. The route of the electrical extension will have to cross privately owned land and obtain rights-of-way from the Idaho Transportation Department, Union Pacific Railroad, Eastern Idaho Railroad, and the Fort Hall Indian Reservation.
- A four-inch steel natural gas line operating at 55 PSIG is 16,000 feet from the property. To provide 32,500 mcf per month, the line will need to be upgraded to operate at 400 PSIG and the upgrade will cost \$432,000.
- Estimated timeline to provide water and wastewater service to Parcel 2 is up to 12 months. An additional lift station would also need to be constructed to provide wastewater service to Parcel 2.
- Estimated cost to provide water service at 900,000 gallons per day to the property is \$425,000.
- An eight-inch force main currently serves the property and is limited by lift station capacity of 518,400 gallons per day (360 gallons per minute) but will be upgraded to 648,000 gallons per day (450 gallons per minute) by December 2017.

OTHER

- Two active gravel mines are in close proximity to the property: one to the northeast (1 mile) and one to the east (1.2 miles).
- The timeline to remove the property from FAA jurisdiction is six months, which may provide more development flexibility.
- The property currently has active leases with a trap club and a motocross track. While both of these entities are willing to vacate on short notice (30 days), this still could be a deterrent to some prospects.
- The property is in a non-attainment zone for particulate matter 10, which could increase the permitting timeline for prospects.

MARKETING EVALUATION OF PROPERTY

The marketing evaluation is a review of the property based on how it may be perceived by prospects. While some of the information is the same as in the technical evaluation, we are now evaluating that information from a marketing perspective rather than a technical perspective.

COMMUNITY/WORKFORCE

(Note: In site selection projects, the initial research conducted by prospects is on a county level, so for this high level evaluation, we selected a few community/workforce statistics in order to evaluate the property, which is located in Power County. Per the request of Bannock Development Corporation, we have also added Bannock County.)

- Low union activity in Power County. Power County has had one union election, and one win reported. *Bannock County has had two union elections, and no wins reported. (2005 to August 2015).*
 - Percentage of workforce employed in manufacturing is 40.0% for Power County (2014), a rate significantly higher than the State of Idaho at 11.2%. *Bannock County has 6.9% employed in manufacturing.*
 - Idaho State University is located in Pocatello and is in close proximity to the park.
-
- Power County had less overall job growth over the past three published years, 2012-2014 (4.0% job growth compared to Idaho average of 6.0% job growth). *Bannock County has had 4.8% job growth.*
 - High School Attainment in Power County is lower than Idaho average;
 - Power County: 80.3% (*Bannock County: 91.8%*)
 - Idaho Average: 88.8%
-
- Bachelor's Degree Attainment in Power County is lower than Idaho average;
 - Power County: 15.9% (*Bannock County: 26.8%*)
 - Idaho Average: 25.1%

TRANSPORTATION

- The property is adjacent to the Pocatello Regional Airport.
 - The property has direct access to I-86, is adjacent to U.S. Route 30 (four-lane highway), and is 7.8 miles from I-15.
 - A rail spur currently connects Parcel 3 to the Union Pacific Mainline.
-
- A Master Development Plan has not been developed for the park that includes a rail plan to provide service to the other parcels of the park.

- The rail spur is owned by Bill McNabb, and he would have to grant usage to an industrial user of the property.
- In order to provide rail service to the park, an upgrade and extension of the rail spur is required. An estimated cost and schedule to upgrade and extend the rail spur has not been established.

START-UP SCHEDULE

- Up to 15 MW of electric service can be provided to the property within nine months.
- Up to 32,500 mcf per month of natural gas service can be provided to the property within nine months.
- The property is currently served by a system of water wells that are capable of providing 2,500 gallons per minute of service, and will be able to provide 5,000 gallons per minute once the system upgrade is completed in December of 2015.
- The property is served by a wastewater treatment plant that has 5 million gallons per day of excess capacity, 2.2 million gallons per day of which is unencumbered.

- Estimated timeline to secure the required rights-of-way to provide 15 MW of electric service is six to twelve months.
- A plan for providing utility services to each parcel, including an estimated cost and schedule, has not been developed.

- Lease rates are subject to city council approval, which can take 30 to 60 days from the date a lease rate agreement is reached.
- The property currently has active leases with a trap club and a motocross track.
- In order to provide rail service to the park, an upgrade and extension of the rail spur is required. An estimated cost and schedule to upgrade and extend the rail spur has not been established.
- Estimated timeline to provide water and wastewater service to Parcel 2 is up to one year. An additional lift station would also need to be constructed to provide wastewater service to Parcel 2.
- The property is in a non-attainment zone for particulate matter 10, which could increase the permitting timeline for prospects.

SITE COSTS

- Water, wastewater, and telecommunications lines are on-site at Parcel 3.
- In order to provide rail service to the park, an upgrade and extension of the rail spur is required. An estimated cost and schedule to upgrade and extend the rail spur has not been established.
- The property is currently served by a 12.47 kV distribution feeder that has only 1 MW of available capacity. Estimated cost to provide 15 MW of electric service is \$4,650,000.
- A 4-inch steel natural gas line operating at 55 PSIG is 16,000 feet from the property. The line will need to be upgraded to operate at 400 PSIG to provide 32,500 mcf per month and the upgrade will cost \$432,000.
- Estimated cost to provide water service at 900,000 gallons per day to the property is \$425,000.
- Lease rate is not established for the property.

OTHER

- Two active gravel mines are in close proximity to the property: one to the northeast (1 mile) and one to the east (1.2 miles).
- Timeline to remove the property from FAA jurisdiction is six months, which may provide more development flexibility.
- The property currently has active leases with a trap club and a motocross track. While both of these entities are willing to vacate on short notice (30 days), this still could be a deterrent to some prospects.
- Property is in a non-attainment zone for particulate matter 10, which could increase the permitting timeline for prospects.

RECOMMENDATIONS

Based upon our technical and marketing evaluations of the property, we have developed some recommendations on ways to further improve the readiness of the property for industrial prospects. Some of these are short-term items that may be able to be addressed quickly, but others may be more long-term items that will take time and money to complete.

- Establish a range of acceptable lease rates for the property. Property prices are one of the first items reviewed during a project, and negotiable or to be determined is not an acceptable answer for many projects. Since the timeframe for lease rate approval is up to 60 days, it is important to start negotiations early on in the process.
- Consider revising the timeframe for lease rate approval. We would recommend no longer than 30 days.
- Conduct due diligence studies on the property, which includes the following:
 - Phase I Environmental Site Assessment. The Phase I ESA should be performed to the current ASTM standard which is 1527-13. In addition, steps should be taken to mitigate any recognized environmental conditions if these are found on the property.
 - Wetlands Delineation. After the wetlands delineation has been completed, it should be submitted to the U.S. Army Corps of Engineers for an approved Jurisdictional Determination.
 - Threatened and Endangered Species Study. An effect determination should be completed for the property for any threatened and endangered species that may be present for the property.
 - Archaeological and Historical Investigation Report. If available, having the State Historic Preservation sign off on the findings would be advantageous.
 - Geotechnical Report. We would recommend one drilling or sounding per 50 developable acres. We would recommend drillings be to at least 25 feet.

We would recommend focusing on one parcel at a time beginning with Parcel 3.

- Develop a Master Development Plan for the property that takes into consideration all easements, utilities, and airport height restrictions. The Master Development Plan should show proposed lots, existing and proposed utilities, ingress/egress, and conceptual rail spur(s).
- Develop a Rail Concept Plan, with cost and schedule estimates, for the park with priority being given to Parcel 3.
- Develop cost and schedule estimates to provide utility service to each parcel of the park.
- Obtain documentation from Bill McNabb regarding rail service to other areas of the park. This documentation should ensure that he will grant use of his rail line to a future prospect and document any responsibilities of an end user. Examples would be who would be responsible for the cost of upgrades and maintenance of the line, would another user have to pay Bill McNabb for trackage rights, etc.

**IDAHO POWER
SITE READINESS EVALUATION PROGRAM
EVALUATION APPLICATION AND SITE VISIT ASSESSMENT**

**Site Name: Pocatello Airport Business Park
Site Location: Pocatello, Power County, Idaho
Category: Super Park**

Overview

In addition to evaluating properties to determine their readiness, an objective of the Idaho Power Site Readiness Evaluation Program is to help communities be better prepared when competing for projects. McCallum Sweeney Consulting (MSC) helps communities be better prepared by providing an evaluation of both the evaluation application and the site visit.

It is by design that the evaluation application closely resembles a siting project request for information (RFI). MSC evaluated your community's site submission to evaluate the site's technical features, but we also evaluated several elements related to the quality of the submission. In our experience as site consultants, a communities' ability to effectively respond to an RFI is an indication of its ability to support a major project. Criteria included in our evaluation of your submission include:

- Responsiveness
- Presentation
- Organization / Ease of Reference
- Electronic Submission
- Thoroughness
- Additional Information
- Graphic Content
- Documentation
- Consistency
- Overall Submission

Similarly, MSC performed an evaluation of the communities' ability to conduct a site visit. In many cases, a site visit is the introduction of your community to representatives of the company who will be decision makers in the ultimate location of the project. The way a site visit is conducted is a reflection on your community and can have a major impact on whether your site is retained or eliminated from contention. Criteria included in our evaluation of the site visit include:

- Correspondence
- Location
- Accuracy
- Agenda / Site Visit Schedule
- Project Team
- Follow Up Items
- Transportation
- Time

To evaluate the submission and site visit, MSC has provided grades (A-B-C-F) for each evaluation criterion so that you have an understanding of areas of strength and those with room for improvement. The purpose of the evaluation is for MSC to provide candid feedback to the applicant team on ways to be better prepared for projects. **Feedback provided is for internal use and is up to the local applicant team on how the information is shared and delivered. MSC, Idaho Power, and Idaho Department of Commerce will not deliver this report in a public forum.**

APPLICATION EVALUATION

Responsiveness

Site selection projects are almost always driven by a company's schedule challenges and submission of materials by the deadline is critical to staying on schedule. Accordingly, it is important for both the hard copy and electronic copy of submissions to arrive (not just be postmarked) by the deadline. For an actual project, it is not uncommon for a property to be eliminated if it arrives after the stated deadline.

Criteria	Grade	Comments
Evaluation Application deadline was August 18, 2015. One hard copy and one electronic copy (CD or jump drive) were submitted.	A	A hard copy and an electronic copy were received on August 17, 2015.

Presentation

When requesting site and community information for a project, the project representative (site consultant or company representative) will often provide instruction as to how the materials are to be submitted. Some require only electronic submissions while others may require multiple hard copies of the same materials. The important thing to remember is to read the instructions for submission or ask the appropriate project representative the best format for submission. For the Idaho Power program, you were asked to provide hard copy materials in a three-ring binder so individual sections can be removed if needed. A cover should always be included that clearly identifies the applicant, community, and property, so that it is easy for someone reviewing multiple locations to easily identify which submission they are evaluating. In addition, a Table of Contents always helps to allow for easy access to information as well as to know what all is included.

Criteria	Grade	Comments
Evaluation Application was submitted in a three-ring binder with a cover that clearly identifies the applicant and property. It is recommended that a table of contents also be included.	A	Evaluation application was in a three-ring binder with a cover page that identified the property, the program, and the applicant. A table of contents was also included.

Organization and Ease of Reference

When reviewing the required documentation for a project, remember that there is a reason that each and every document, map, or exhibit is requested. By not providing requested documentation, you are causing additional uncertainty associated with your property and community, which will weaken your chances of moving forward. Documentation should be clearly labeled by numbered tabs that match a table of contents or with the numbering system provided in the instructions for submission. For the Idaho Power program, all items requested in Phase I and II help us do a complete and thorough evaluation of the property. If an item is not submitted due to a delay outside of your control, an explanation should be provided as well as a date when we should expect it to be provided.

Criteria	Grade	Comments
All of the evaluation phase requested attachments were provided in the appropriate order and separated by number tabs that correspond to the number in the <i>Items Requested for Evaluation</i> . If an attachment was not provided, there was an explanation.	A	The attachments were provided in the appropriate order and separated by numbered tabs which corresponded to the <i>Items Requested for Evaluation</i> .

Electronic Submission

Having a digital version of a site submission is necessary for many reasons, and most project representatives will require an electronic submission, whether it be a CD, jump drive, or through a file share program like DropBox. A common reason for needing electronic submissions is portability. Due to our travel schedules, there are often times when it is easier to pack the electronic copy to take on the road to evaluate. It is also common for us to need to share one or two portions of your submission to our clients over email. For this need, it is important to provide separate files of each document instead of grouping all documents into one large PDF file. While we appreciate the ease of a submission delivered via a file share website or email, remember that we do not always have internet access, making a CD or jump drive more useful.

Criteria	Grade	Comments
Electronic copy was provided and each attachment was provided in a separate file and labeled accordingly to correspond to the hard copy submission.	A	The electronic copy had each file separate and labeled according to the corresponding hard copy.

Thoroughness

The thoroughness of responses in the questionnaire is a reflection of your community's understanding of the site, ability to meet project requirements, and ability to follow directions. A project representative's ability to evaluate your site is contingent upon the information that is provided in the questionnaire. When questions are not answered, the project representative must take additional steps to obtain the information or may choose to dismiss the property from consideration due to uncertainty. If there is a question you do not yet have the answer to, we recommend you state that you are working on an answer and will provide by a certain date. Respond with "N/A" or "not applicable" if an item does not apply to your property. Always provide additional explanation than what is requested if you think it will more completely paint a picture of the conditions for your property or in your community.

Criteria	Grade	Comments
Questionnaire and attachments provided, and if anything was not provided, there was indication of a reason and when we should expect to receive it.	A	All of the attachments were included.

Additional Information

A critical element to the evaluation of a property's developability is environmental due diligence, including a Phase I environmental site assessment, geotechnical assessment, archaeological and cultural resources investigation, wetlands investigation, and endangered species study. As you progress in contention for a project, project representatives will likely ask for completed due diligence if it has already been conducted. While we do not require due diligence as part of the Idaho Power program, we do request that any additional information that has been completed on the property be provided.

Criteria	Grade	Comments
Any additional information that has been completed (i.e. due diligence) was provided.	A	A geotechnical study and the Airport Master Plan were provided.

Graphic Content

At the time of submission of an RFI, the project representatives are likely not yet familiar with your property. As such, a significant portion of required documentation for a project will be visual representations of the site identifying various site features. Maps and visuals of the property are a critical portion of your submission and should be prepared with a professional appearance. All maps and visuals should always have a title to clearly identify what the map or visual is showing. Other elements to include are a scale, north arrow, and clearly identifiable property boundaries. It is also important to include a date to know when the map or visual was created since some conditions of a site may change over time. Maps and visuals should never be hand drawn.

Criteria	Grade	Comments
All maps have a title and show a scale, a north arrow, clearly identified boundaries of the property, and a date.	C	All maps had the required elements (title, scale, north arrow, date), but most of the maps did not show the parcel boundaries.

Documentation

When it comes to commitments for the availability of service from a utility provider or the ability for a municipal agency to make changes to zoning, etc., a letter stating that commitment is the optimal documentation. Economic developers are in the business of making things happen for a project, but sometimes are not in a position to make necessary commitments. As a result, letters stating willingness and feasibility of service from the provider are critical. An official letter on letterhead with a date and a signature are typically requested.

Criteria	Grade	Comments
All letters from service providers and other partners are on appropriate letterhead and include a date and a signature. Email correspondence is not acceptable.	B	Some of the utility information was provided by email. Electric and water/wastewater letters were on letterhead with a date and a signature(s).

Consistency

Information provided from utility providers in a formal letter is going to be considered a reliable source and a trusted reflection of conditions at the site. Make sure that utility information provided in the questionnaire is consistent with information in a letter from the utility provider. If there are inconsistencies regarding the capacity of a utility system, the availability of capacity, or the size and location of infrastructure, project representatives will have uncertainties, creating a risk to the project at your location. Ensure information is consistent across all submitted materials. If conditions change, remember to update all documentation related to the change.

Criteria	Grade	Comments
Information provided in the questionnaire is consistent with information provided in the requested attachments.	C	Questionnaire and attachments sometimes provided conflicting information. Some information submitted in Questionnaire and attachments were unclear.

Overall Submission

The submission of a request for information (RFI) is usually the first opportunity for a community to present itself and its property to project representatives. The professional appearance and quality of content of a submission of site and community materials can give you the edge needed to stay in consideration. For the Idaho Power program and site selection projects alike, your submission is a reflection of your community and the team's ability to meet the needs of the project. Even if your site doesn't make the cut, a professionally submitted RFI means that site consultants will welcome opportunities to work with you in the future.

Criteria	Grade	Comments
Overall submission is presented in a professional manner, and it is clear that care has been taken to ensure that information provided is accurate and to the best of the applicant's knowledge.	B	While the application was presented well, it was difficult to evaluate the parcels being submitted for evaluation because most of the visuals did not reference the specific parcels and the letters only referenced providing service to the overall property.

Application Recommendations for Improvement

Based on our evaluation of the applicant team's site evaluation submission, MSC makes the following recommendations:

- Ensure that the Questionnaire and the supporting materials provide consistent information.
- Provide all correspondence in letter form on signed, dated letterhead.
- Include the property boundaries on every map.

SITE VISIT

Correspondence

After company representatives have performed an initial evaluation of your site, it may be determined that a visit to the site is necessary to further evaluate conditions. A site visit typically means that your community has made the first cut. It is typical to have very little time between the time you find out that the project would like to visit and when the visit will occur due to a project's overall schedule. As a result, it is imperative that there is a primary point of contact in your organization to communicate with the project representative leading up to the visit to confirm meeting dates, location, and requests. Correspondence is a key aspect to a successful site visit.

Criteria	Grade	Comments
Applicant was quick to respond to questions before and after submission of proposal and in advance of site visit.	C	MSC had to follow-up multiple times before the site visit, and the site visit time ended up being contingent upon the flight schedule.

Location

The time allocated for each community's site visit is dependent upon factors such as the number of sites to be visited, the geographic dispersion of communities, and the project team members attending the visits. In most cases, project representatives who may be traveling on the visits are driven by tight schedules, making the efficiency and effectiveness of short visits a necessity. In order to best utilize the time allocated to your community, it is suggested that visits take place at a meeting location that is easy to find and accessible to all participants. Holding the in-office portion of a visit in close proximity to the site being evaluated further ensures efficient use of time in the community.

Criteria	Grade	Comments
Site visit office meeting location was easy to locate and provided an acceptable environment for a site visit meeting. Location was in close proximity to the site.	A	Site visit office meeting was in close proximity to the park. The conference room in the airport was a convenient location for us arriving via air and in close proximity to the property.

Accuracy

Project representatives do not like to be surprised on a site visit with information that conflicts with what has already been submitted. This is especially true if representatives of the company are present. The purpose of a site visit is to further enhance understanding of a location. When site visits become opportunities to uncover unknown or concealed risks, it is likely that your community will not be making the short list. Make sure that all information presented in the initial submission is an accurate reflection of your site and community and reduce all chances for unwanted surprises.

Criteria	Grade	Comments
Initial submission was an accurate reflection of the conditions present at the site, and additional detail at site visit enhanced understanding of the site.	A	The site visit helped to clear up some information relevant to the site.

Agenda/Site Visit Schedule

The time allocated by the project representatives for the site visit may seem shorter than necessary to best present your site and community. While it would be ideal to have the project representatives spend a day or two in town to get a real feel for the community, it is highly unlikely that there is time available for such a visit. To best utilize the time you have, MSC suggests that you prepare an agenda and allocate segments of time for each topic to be discussed. Even if discussion drifts away from the schedule, you can have comfort in knowing you have allocated time for each topic and can make changes accordingly.

Criteria	Grade	Comments
Applicant team prepared a planned agenda for the site visit and managed the allotted time accordingly.	B	Applicant team managed the allotted time well. An agenda was not provided for the site visit.

Project Team

Just as it is important to establish a team of partners in advance of the RFI phase of the project, those team members should be represented at the site visit as well. Typical representatives asked to be at a site visit, in addition to the economic development team, include utility providers, planning/zoning representatives, city/county representatives, property owners, rail providers, and site engineers. Having strong representation present at a site visit not only allows the project representatives to have all of his/her questions answered, but it is also a reflection on your community's ability to respond to project needs.

Criteria	Grade	Comments
Applicant invited the appropriate representatives of the project team, and team members were present to answer questions.	B	Project team present at the site visit was able to address some questions. The natural gas and telecommunications providers were not present.

Follow-up Items

The project representatives are likely to uncover questions from the initial submission that will require further clarification at the site visit. Some project representatives may notify the community in advance to be prepared to respond to certain questions at the meeting. If provided a list of items for discussion in advance of the meeting, you can be certain that these are important items to the project requiring thoughtful consideration. MSC provided a list of items that require clarification in advance of the Idaho Power site visit.

Criteria	Grade	Comments
Information was provided based on requests made in the site visit letter, which was provided in advance of the visit.	A	Information was provided based on requests made in the site visit letter. A hard copy and electronic copy of follow-up items were provided.

Transportation

Due to the limited time project representatives have available to be in your community, it is imperative that you maximize the time you have to present your community. The drive between the in-office meeting and the physical evaluation of the property is an excellent opportunity to further present information about the community or to share sensitive information in a more isolated environment. The applicant team should ideally provide transportation to and from the property and the vehicle should comfortably fit both the project representatives and key members of your project team who can answer questions or discuss important aspects of the site and community.

Criteria	Grade	Comments
The applicant team managed transportation to and from property. Appropriate team members were in the vehicle and provided community information en route to site.	A	Transportation was provided by Idaho Department of Commerce. Appropriate team members were in the vehicle to answer questions about the site and the community.

Time

Time is an important commodity in the site selection process and the time that has been allotted for your community's site visit is only a small portion of a much larger site visit schedule that may include multiple communities, states, and regions. By misusing the time allotted to you or going over the allotted time, you are potentially causing major schedule delays that could impact several other visits that day. It is important to respect the time that has been provided to you for the visit and adjust itineraries accordingly to stay within the allotted time requested by the project representative.

Criteria	Grade	Comments
Site Visit was conducted in the allotted time requested by the McCallum Sweeney team.	A	Site visit was conducted in the allotted time.

Site Visit Recommendations for Improvement

Based on our evaluation of the site visit to your community, MSC makes the following recommendations:

- While the team ended up riding in one vehicle, there was some discussion at the visit about transportation. Transportation should be determined and arranged prior to the site visit.
- Ensure that appropriate utility providers and community representatives attend the meeting.
- Provide an agenda for the site visit. Also, make sure the agenda includes a list of attendees and their company.

AGENDA ITEM

NO. 10



November 4, 2015

Legislative Interim Committee on Urban Renewal

Re: Proposed Modifications to Urban Renewal Laws

It has been suggested that members of the committee provide suggested talking points for potential changes to the URA Laws. We have heard from the stakeholders at several meetings and it is time that we focus on what we will recommend to the legislature for the 2016 Session.

Senator Souza and I have worked on issues that we believe can be addressed in the following list:

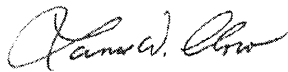
- **Election and, or appointment of URA Board Members:**
 - **Election of URA – Board Members:** Provide an “option”, by local ordinance, for the local sponsoring government to establish elections:
 - Elections would be held in the election cycle of the sponsoring local government.
 - Board Members must live within the sponsoring local government.
 - If a city council member, Mayor or county commissioner wishes to serve on the URA Board they should be allowed to be on the ballot for either the city or county, as well as the URA ballot.
 - **Board Members:** URA Boards may allow for elected members of the sponsoring local government, however, in no case should the board include a majority of members from any particular elected commission or council. For purposes of a majority, a mayor would be included in the limitation of a majority.
 - **Appointments and Terms of URA Board Members:** If an URA has an appointed board, the Mayor shall appoint and the council shall confirm all appointments to the URA Board, including vacancies. The URA shall establish a limit on the number of consecutive terms any citizen may serve and the length of such terms. The limits established by local ordinance shall be within the following:
 - One term can be up to 3 years.
 - A maximum of three terms shall be allowed. The appointment to a vacated term shall not count toward the number of terms established as a limit.
 - **URA Support Staff and Operating Expenses:** Staff, operations and space requirements of the URA may be contracted with the city or county. An elected official may not serve in a paid or contracted position for the URA.
 - **Limits on use of TIF:** The local sponsoring government may, by ordinance, detail the acceptable uses of tax increment financing within its municipal boundaries, or URA District if it extends beyond the respective city or county limits.

- **Limits on Revenue Allocation Areas (RAA):**
 - URA shall establish a long term map/district for redevelopment, which may be amended by ordinance.
 - URA shall establish a plan for development within the URA District.
 - URA may establish Revenue Allocation Areas, within the URA District, with specific purposes, goals and time limits based upon specific redevelopment or economic development projects.
- **Impacts on Local Governments and overall market values:** URA goals should include how the investments within the district and the revenues from the RAA will have short and long term impacts on the local governments whose taxes would be allocated to the RAA.
 - **Base Values of RAA:** At the establishment on an RAA the all properties will be identified as to their current values and the local taxing jurisdictions shall retain the taxable value for their tax rolls. Each property value shall be identified by the underlying land value and the improvements. The land value shall always be retained as the base for local taxing jurisdictions. If a property is razed as part of a redevelopment project, the value of the original improvements shall be considered part of the underlying land value. The new construction and improvements shall be considered Incremental Value for the RAA.
 - This will provide for the increasing values of the land within the RAA to help support the local government services provided to properties and citizens within the RAA. It also recognizes that a razed building value was included for the value of the land, and not the building. And, that the cost of demolition and remedial environmental cost, which will be included in the incremental value, was considered as a discount to the original base valuation.
- **Revenues Streams directed for local government services:** Local government jurisdictions do have increased demands by growth within the RAA and should participate in the growth to generate a stream of revenue to help offset the costs of operating the local governments. Therefore it is proposed that we consider some level of sharing revenues based upon the expected demands on services.
 - **Residential Properties:** Single Family Residential Properties (which includes 1-4 family units) within an RAA shall have the taxes on the value of their improvements split between the RAA and the local taxing districts. It is suggested that the local taxing districts shall retain 70% of the improvements, plus the value of the land. The RAA would receive 30% of the improvements.
 - **Multi-Family Residential Properties:** (Residential Properties with greater than 4 family units). It is suggested that the local taxing districts shall retain 50% of the improvements, plus the value of the land. The RAA would receive 50% of the improvements.
 - **Mixed Use Residential/Commercial Properties:** Properties with four or more residential units and Commercial units. It is suggested that the local taxing districts shall retain 20% of the improvements, plus the value of the land. The RAA would receive 80% of the improvements.
 - **Commercial Properties:** It is suggested that the local taxing districts shall retain 10% of the improvements, plus the value of the land. The RAA would receive 90% of the improvements.
 - **Industrial Property:** It is suggested that the local taxing districts shall retain 5% of the improvements, plus the value of the land. The RAA would receive 95% of the improvements.
- **Transparency:** Requirements and local policy appears to vary by jurisdiction. Urban Renewal Budgets, meeting schedules and notices, reports, plans and public records

should be easily found by a link to the local governing entity, identified as the Urban Renewal Agency.

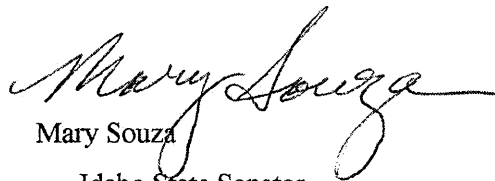
- The Secretary of State can accommodate a repository for any records for cities or counties that sponsor an URA, but do not have a website. The state site can simply provide links to the URA websites or actually provide storage for digital access.
 - Annual Reports to the Sponsoring local government must be properly noticed and part of a regular meeting, not a special meeting.
 - Any committee or sub-committee created by the URA governing body shall be governed by the open meeting laws, including the rules that apply to Executive Sessions.
 - Political or quasi-political lobbying may only be done through the sponsoring local government. No tax increment financing shall be used for this purpose.
 - All Urban Renewal Agencies would be required to operate and disclose records as identified under state law, for example The Twin Falls Urban Renewal Agency. This would not eliminate the use of a DBA for marketing purposes. However, all legal records and notices must reflect the official agency name and identifiable as the Urban Renewal Agency.
- **Public Buildings Funded by URA:** HB239 addressed this with the text similar to the following. The urban renewal agency shall not use revenue allocation funds to construct municipal buildings. For purposes of this section, a municipal building is a central administrative *public safety* building, a city hall, a library, a court house or other judicial building.
 - Except where the municipal building can be specifically determined to be necessary to the redevelopment or economic development purposes of the RAA, or as a renovation of an existing municipal building within the RAA. This does not exclude the URA use of RAA funds to provide the infrastructure needs for the public building that would be provided to an otherwise qualified non-municipal property. RAA funds may be used in support of the municipal building that has been placed before the voters for bonding of the local government's portion of the project; or, built/remodeled with reserved funds of the local government.
 - **Oversight:** It is the responsibility of the sponsoring local government to monitor, track and address any complaints regarding the URA Board. Unresolved alleged violations of the URA Laws may be appealed to the County Prosecutor or the Attorney General's office.
 - **Penalties:** The URA laws should specifically reference the penalties associated with civil and criminal violations found within Idaho Code and any local ordinance. This clarifies that those involved with URA are not exempt from penalties and fines.

Respectfully submitted,



Lance W. Clow

Idaho State Representative



Mary Souza

Idaho State Senator

Olsen, Tiffany

From: Crowell, Lon
Sent: Friday, November 13, 2015 2:24 PM
To: Olsen, Tiffany
Subject: FW: Idaho Power SREP - Evaluation Phase Deliverable - Pocatello Airport Business Park
Attachments: Pocatello Airport Business Park Property Deliverable Revised.pdf

Tiffany,

You will not be happy, however I have been asked by Mark Lupo to request permission to release the site ready study today. I would like the PDA to at least see it. We can amend or at least just print and add to the packet on Monday.

Thanks.

Thank You,

Lon Crowell, AICP

Director

Planning & Development Services

*Economic Development, Planning,
CDBG/HUD, Pocatello Regional Airport*

City of Pocatello

1 North 7th Avenue | P.O. Box 4169
Pocatello, ID 83205-4169

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From: John Regetz [mailto:john@bannockdevelopment.org]

Sent: Friday, November 13, 2015 12:31 PM

To: Crowell, Lon; Orr, Michael; Nichols, Anne

Cc: Rick G. Phillips; Mark J. Lupo

Subject: Fwd: Idaho Power SREP - Evaluation Phase Deliverable - Pocatello Airport Business Park

FYI, with report.

Have a great weekend,

John
John Regetz

Executive Director



Bannock Development Corporation
ISU Research and Business Park
1651 Alvin Rickert Dr - Pocatello, ID 83201
www.bannockdevelopment.org
Phone: (208) 233-3500 (work)
(208) 530-1400 (cell)



----- Forwarded message -----

From: **Kyle Neu** <kneu@mccallumsweeney.com>

Date: Thu, Nov 12, 2015 at 2:59 PM

Subject: RE: Idaho Power SREP - Evaluation Phase Deliverable - Pocatello Airport Business Park

To: John Regetz <john@bannockdevelopment.org>

Cc: "Thornton, Dave" <DThornton@idahopower.com>, "Bokenkamp, Karl"

<KBokenkamp@idahopower.com>, "mlupo@idahopower.com" <mlupo@idahopower.com>, Lindsey Myers

<lmyers@mccallumsweeney.com>

John,

Attached is the updated version of the evaluation including Bannock County, per your request. Power County is still included as it is the county that the site is located in, and will be the county studied by site consultants and prospects on their initial evaluation of the property (prior to contacting the state or your organization). This is to get an "apples to apples" comparison in order to compare the locations. Again, the purpose of including the workforce data was for you to understand some of the items that prospects are looking at before you are contacted.

Kyle Neu

Consultant

McCallum Sweeney Consulting

15 South Main Street, Suite 950

Greenville, SC 29601

(864) 553-7041 (direct)

(864) 423-3322 (mobile)

kneu@mccallumsweeney.com

John

3:26 PM (21 hours ago)

Regetz <john@bannockdevelopment.org>

to Kyle, Lonnie, Dave, Karl, mlupo, Lindsey

Thank you very much Kyle,

will be helpful if anyone views this report, with out a Bannock County economic development representative present, to see the work force data from the primary labor source counties.

We will provide subsequent data to complete the labor supply information when possible. I greatly appreciate your team including this data.

Sincerely,

John

John Regetz

Executive Director



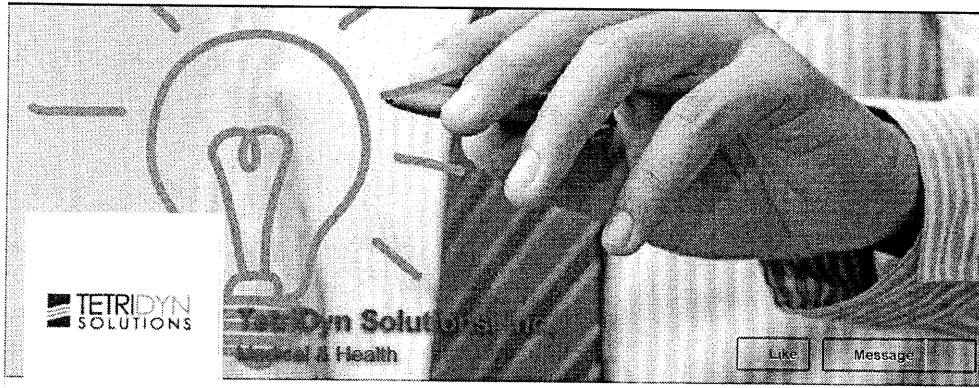
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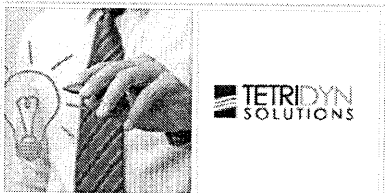
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September 20 ·

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HIGHLIGHTS ▾

Claudia Marsh Allen and Nicole Pickens are now friends.

Jill Bowers likes John Blasucci's photo.

Jerry Schwetfeger likes Anita Roberts's post.

Danica Clark Harker commented on Jacob Eck's post.

Kim Stouse likes Lime Lush Boutique.

Roberto Velasquez likes Kirk Mastala's post.

Jill Bowers

Morgan Fenstermaker

Derrick Fullmer

Drew-Kate Geiger

Wade Tydeman

Cate Callantine

Anna Riggers

Dustin Reynolds

Nicole Pickens

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Claudia Marsh Allen

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Use of Forward-Looking Statements

This press release contains forward-looking statements such as the statements regarding TetriDyn's plans or expectations for the beta trial of Silver Key Solutions on the terms in the LOI. These statements involve risks and uncertainties that can cause actual results to differ materially from those in such forward-looking statements. These risks and uncertainties, include, without limitation: a decision by any of the interested parties to not enter into a definitive agreement; the inability of the parties to successfully negotiate and enter into a definitive agreement; the inability of the parties to meet every closing condition contained in such definitive agreement and the protection and maintenance of TetriDyn's intellectual property rights. Additional information and factors that could cause actual results to differ materially from those in the forward-looking statements are contained in TetriDyn's periodic reports filed with the Securities and Exchange Commission under the heading "Risk Factors." Undue reliance should not be placed on forward-looking statements, which speak only as of the date they are made, and the facts and assumptions underlying the forward-looking statements may change. Except as required by law, TetriDyn disclaims any obligation to update these forward-looking statements to reflect future information, events or circumstances.

CONTACT:

Becky Wink

Investor and Media Relations

717-715-0238

Becky.Wink@jpfventures.com



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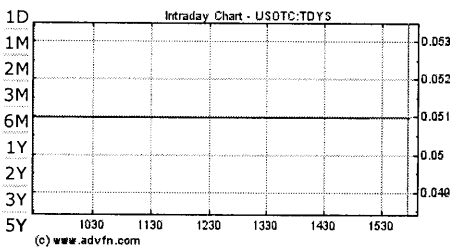
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TDYS 22m OS BBer..more info to come TetriDyn Solutions, Inc. Signs a Technology Vendor Agreement With The Hospital Cooperative Jun 9, 2010 2:30:00 PM POCATELLO, ID -- (MARKET WIRE) -- 06/09/10 -- TetriDyn Solutions, Inc. (OTCBB: TDYS), a multi-channel technology innovator in the Information Technologies sector, announced today that it entered into an agreement for distribution of hardware, software, and technical services to The Hospital Cooperative of Pocatello, Idaho and its affiliated membership. The Hospital Cooperative is a dynamic network of 14 hospitals in southeastern Idaho and western Wyoming established in 2000. Jon Smith, Executive Director of The Hospital Cooperative, stated, "We signed this agreement to provide the best pricing and value available for our members. TetriDyn has been a great advocate for our rural hospital members and has always provided great support." TetriDyn offers the healthcare industry solutions that add value, efficiency, and generate greater revenue. Dave Hempstead, CEO of TetriDyn Solutions, commented, "We look forward to collaborating with The Hospital Cooperative. TetriDyn is committed to the success of our rural area critical access hospitals. TetriDyn has become our region's go-to solution provider through innovation and creative problem-solving." In all of its work, TetriDyn's approach is based on standard healthcare business practices. TetriDyn prides itself on being an end-to-end solutions company for any healthcare specialty by offering technology solutions, consulting, management, support, and maintenance of technology or business processes. About TetriDyn Solutions, Inc. TetriDyn Solutions, Inc. (OTCBB: TDYS) specializes in providing business information technology (IT) solutions to its customers. TetriDyn Solutions optimizes business and IT processes by utilizing systems engineering methodologies, strategic planning, and system integration to add efficiencies and value to its customers' business processes and to help its customers identify critical success factors in their business. For more information about the company, visit www.tetridyn.com. For Further Information: Phone 208-232-4200 Public Relations TetriDyn Solutions, Inc.

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- TDYS News: Annual Report (10-k)
- TDYS News: Quarterly Report (10-q)

- 10/27/2015 03:38:10 PM
- 10/02/2015 10:39:56 AM
- 08/31/2015 01:57:46 PM
- 08/31/2015 01:51:17 PM
- 08/31/2015 01:48:18 PM

PDA
Schedule of Notes Receivable
9/30/2010

Receivable From			General Fund	Consolidated Corridor	Total
Prime Holding, Inc. - AMIS Project -issued 6/11/02	0% interest	Due 6/11/2012		1,200,000.00	1,200,000.00
South Cliff's Project - Phase 2 (2)	0% interest	Due by 12-16-09		196,867.85	196,867.85
Positron Systems (1)	0% interest	Seven years from 12-16-2003 ✓		400,000.00	400,000.00
Tertidyne Solutions (3)	5% interest	Due Jan 2012	50,000.00		50,000.00
			<u>50,000.00</u>	<u>1,796,867.85</u>	<u>1,846,867.85</u>

(1) - amount for Positron reported as allowance for bad debts - unable to collect on the note and have been negotiating with them for a solution - perhaps an equity position in the company.

(2) - Collection on this note has been deffered. The City was negotiating with the owner for some land.

(3) - At the January 2011 meeting the Board extended the note for one year with 5% interest and assessed 5% interest for the 1st year.

Naval Ordinance: Fast Facts

- Established July, 2006
- Expires Dec 31, 2026; Last tax dollar cash receipts: July, 2027
- Bonded debt: None
- Non-bonded debt: \$75,000 due back to the General Fund (Whisper Creek payment)
- Loans / Debt Receivables: None
- Projected cash as of 1 Oct 2008: **\$5,195**
 - No restrictions

NOP: More Facts

- Designed to support activity at Gateway West
- No major income until investments made by new buyer who won't close until 1 Oct 08
- Future projects dictated by pace of new investment and valuation