

# Pocatello Development Authority

**Board of Commissioners Special Meeting  
May 4, 2016 – 2:30 p.m.  
Paradise Conference Room**

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

*An urban renewal agency for the City of Pocatello, Idaho*

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

**Action and Discussion Items:**

**Agenda Item No. 1: Discussion/Approval of items related to the North Portneuf District.**

Matters exist for discussion in an executive session as per I.C. §74-206(1)(e)

*Motion: "I move that we enter into an executive session as per Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the PDA may be in competition with other jurisdictions."*

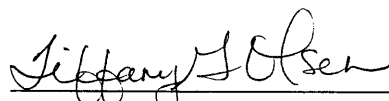
**Adjourn.**

**NOTICE OF SPECIAL MEETING**  
**POCATELLO DEVELOPMENT AUTHORITY**  
May 4, 2016

The Board of Commissioners of the Pocatello Development Authority will hold a special meeting at 2:30 p.m. on Wednesday, May 4, 2016, in the Paradise Conference Room at City Hall, 911 North 7<sup>th</sup>, Pocatello, Idaho, in order to discuss prospective business within the North Portneuf District.

An Executive Session of the Board of Commissioners will also be held pursuant to Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the Development Authority is in competition with governing bodies in other states or nations.

Dated this 27<sup>th</sup> day of April, 2016.

  
\_\_\_\_\_  
Tiffany G. Olsen, Secretary

**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**SPECIAL MEETING**  
**May 4, 2016**

**Members present:** Brian Blad, Steve Brown, Chad Carr, Devin Hillam, Thomas Ottoway (by phone), and Scott Smith (Chairman).

**Members absent:** Larry Fisher, Cynthia Hill, and Russell Meyers

**Staff present:** Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merril Quayle, Development Engineer, and Joyce Stroschein, City Finance Dept.

**Chairman Smith** called the meeting to order at 2:30 pm.

**Introductions and Conflicts:** No conflicts pertaining to the Agenda were disclosed and no guests were in attendance.

1. **Chairman Smith** called for a motion for the Board to 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 jurisdictions. **It was moved and seconded (S. Brown, B. Blad)** to adjourn to executive session pursuant to Idaho Code §74-206(1)(e). **The motion passed** by roll call vote (**Ayes: Blad, Brown, Carr, Hillam, Ottoway and Smith; Nays: None**). The Board adjourned to executive session at approximately 2:31 pm. Potential development within the North Portneuf District was discussed. The Board reconvened to regular session by **MSC (B. Blad, D. Hillam)** at 2:44 pm.

**2. Action and Discussion Items:**

**Agenda Item No. 1: Discussion/Approval of items related to the North Portneuf District.** It was **MSC (B. Blad, C. Carr)** to approve the Third Amendment to Assignment and Amendment of Land Lease Agreement and Release of JH Kelly LLC and the Agreement Relating to Third Amendment to Assignment and Amendment of Land Lease Agreement and Release of JH Kelly LLC upon receiving the signed Agreements from the representatives of Project Idaho Technology. The Board directed T. Olsen to prepare a letter to the project's attorney stating that once the other signatures were received, she would then secure Chairman Smith's signature to complete the fully executed agreements.

**3. Adjournment:**

There being no additional business on the Agenda, it was **MSC (C. Carr, B. Blad)** to adjourn the meeting at 2:45 pm.

By:   
Tiffany G. Olsen, Secretary

**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**SPECIAL MEETING EXECUTIVE SESSION**  
**May 4, 2016**

**Members present:** Brian Blad, Steve Brown, Chad Carr, Devin Hillam, Thomas Ottoway (by phone), and Scott Smith (Chairman).

**Members absent:** Larry Fisher, Cynthia Hill, and Russell Meyers

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

The Board of Commissioners adjourned from regular session into executive session at 2:31pm pursuant to I.C. §74-206(1)(e) to discuss negotiations involving matters of trade or commerce in which the PDA is in competition with other jurisdictions. **It was moved and seconded (S. Brown, B. Blad)** to adjourn to executive session pursuant to Idaho Code §74-206(1)(e). **The motion passed** by roll call vote (**Ayes: Blad, Brown, Carr, Hillam, Ottoway and Smith; Nays: None**). Potential development within the North Portneuf District was discussed. The Board reconvened to regular session by **MSC (B. Blad, D. Hillam)** at 2:44 pm.

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

## Olsen, Tiffany

---

**From:** Scott W. Marotz <smarotz@ajhlaw.com>  
**ent:** Tuesday, April 26, 2016 1:04 PM  
**To:** Tranmer, Dean; Olsen, Tiffany; 'Bryce Lloyd'; 'Irfan Sharief'  
**Subject:** PDA Side Agreement  
**Attachments:** pda Side Agreement.pdf

Dean,

Attached is a proposed side agreement setting out a penalty to be paid by VA Metals concerning the Extension of the lease assignment agreement. It contains the amounts and terms previously provided by Tiffany. This is being provided under protest and in my opinion the PDA should reconsider the demand that a penalty be paid by VA Metals under these circumstances.

I do not believe that the PDA has the legal authority to demand a penalty for the fact that JHK and VA Metals has agreed to alter the closing date of a purchase agreement between them. Such a penalty demand is a taking of property without due process by the PDA based upon an agreement that has yet to be triggered. Given the amounts demanded by the PDA and the potential consequences associated with this demand by the PDA effecting the relationships between JHK and VA Metals I am not willing to refuse the penalty demand even though I question the legality of the same.

We have explained to the PDA the reasons for the delays in the closing with JHK and that we are not able to expedite the process set out by the Reserve Bank of India for the transfer of the money. We have also explained that to make any changes to the agreements currently sent to the RBI that to change the requirements of the agreements such as adding penalty could very well require us to start the process anew. That is the reason for the side agreement and not an amendment to the assignment agreement.

If the PDA continues to demand an illegal payment from VA Metals and that causes consequences that effect the closing or the relationship and requirements of the RBI my client will be looking to the PDA for compensation of my clients damages. Making a demand such as this at a critical time in the process when there has been no detrimental effect to the PDA merely because the PDA believes that it can demand such a penalty payment calls into question, in my mind, whether the PDA is truly interested in the development of the property in question.

Again I want to reiterate that the agreement is being sent under protest and should not be viewed as a waiver of any rights my client has or may have to contest the legality of the demanded penalty. It is being done merely to keep the project on track and insure that we all have the chance to complete the process and provide value to the hundreds of hours that have been undertaken to make this work. Please reconsider this demand.

Scott W. Marotz  
ANDERSON, JULIAN & HULL LLP  
C.W. Moore Plaza  
250 South Fifth Street, STE 700  
PO Box 7426  
Boise, ID 83707-7426  
PH: 208.344.5800  
FX: 208.344.5510

**AGREEMENT RELATING TO THIRD AMENDMENT TO ASSIGNMENT AND  
AMENDMENT OF LAND LEASE AGREEMENT AND RELEASE OF JH KELLY LLC**

THIS AGREEMENT RELATING TO THIRD AMENDMENT TO ASSIGNMENT AND AMENDMENT OF LAND LEASE AGREEMENT AND RELEASE OF JH KELLY LLC ("Agreement") is entered into on the \_\_\_ day of April, 2016, by and among the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho, 911 North 7th Avenue, Pocatello, Idaho 83205, ("Lessor" or "PDA") and V.A. METALS, LLC, an Idaho limited liability company ("Buyer"), P.O. Box 1047, Blackfoot, Idaho 83221. All of the defined entities herein shall be referred to as the "Parties" and each individual entity, a "Party."

**RECITALS**

WHEREAS, the parties, on April \_\_\_, 2016 entered into a Third Amendment and Extension to Asset Purchase Agreement (Third Extended APA) extending the due dates for the payment of the final purchase price for the property and setting out additional terms and consideration for such extension of time.

WHEREAS, it is acknowledged by the parties that the terms of the Third Extended APA requires Buyer to make the final payment on or before June 30, 2016.

WHEREAS, the parties desire to enter into an additional agreement related to the Third Extended APA for the purpose of establishing the penalty associated with the Third Amendment and Extension to Asset Purchase Agreement.

WHEREAS, it is the parties intent that all provisions of the previous agreements not specifically altered, changed or amended by this Agreement remain in full force and effect.

## AGREEMENT

NOW, THEREFORE, intending to be legally bound, and in mutual consideration of the promises contained herein, the parties agree as follows:

1. It is agreed by and between the PDA and Buyer that as a direct result of the delays in the closing of the transaction between Buyer and JH Kelly, LLC, as set out in the APA and any extensions thereto, that Buyer will pay to the PDA a penalty amount of Three Thousand (\$3,000.00) dollars if the closing with JH Kelly, LLC occurs on or before May 31, 2016 and the amount of Five Thousand (\$5,000.00) dollars in the event that the closing occurs after May 31, 2016 but before June 30, 2016. In the event that the closing occurs after June 30, 2016, Buyer agrees to pay the PDA the additional sum of Five Thousand (\$5,000.00) dollars per month beginning July 1, 2016 until the closing occurs. That any and all penalty payments required hereunder shall be paid within 14 days after the closing as referenced in the APA and any extensions thereto.
2. **Terms Not Altered.** Unless specifically set out in this Agreement, the terms of the ASSIGNMENT AND AMENDMENT OF LAND LEASE AGREEMENT AND RELEASE OF JH KELLY LLC, and the First, Second and Third Extension Agreements remain in full force and effect and shall govern this Agreement.
3. **Counterparts.** This Agreement may be executed in any number of identical counterparts, notwithstanding that all parties have not signed the same counterpart, with the same effect as if all parties had signed the same document.

All counterparts shall be construed as and shall constitute one and the same agreement.

4. **Signature Pages.** A facsimile or electronic (.PDF) copy of the signature page evidencing the signature of a party(s) to this Extension Agreement shall constitute an original signature(s).

**[Intentionally Left Blank]**

IN WITNESS WHEREOF, the parties hereto have entered into this Extension Agreement as of the date first specified above.

V.A. METALS, LLC

POCATELLO DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Scott Smith

Title: \_\_\_\_\_

Title: Chairman

# THIRD AMENDMENT TO ASSIGNMENT AND AMENDMENT OF LAND LEASE AGREEMENT AND RELEASE OF JH KELLY LLC

THIS THIRD AMENDMENT TO ASSIGNMENT AND AMENDMENT OF LAND LEASE AGREEMENT AND RELEASE OF JH KELLY LLC ("Agreement"), is entered into by and among JH KELLY LLC, a Washington limited liability company ("JHK" or "Seller"), 821 Third Avenue, P.O. Box 2038, Longview, Washington 98632, V.A. METALS, L.L.C, an Idaho limited liability company, P.O. Box 1047, Blackfoot, Idaho 83221 ("Lessee" or "Buyer"), and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho, 911 North 7<sup>th</sup> Avenue, Pocatello, Idaho 83205, ("Lessor" or "PDA"). All of the defined entities herein shall be referred to as the "Parties" and each individual entity, a "Party."

WHEREAS, it is acknowledged by the parties that JHK and Buyer have previously entered into three Amendment and Extension to Asset Purchase Agreements for the purpose of extending the closing date for Buyers purchase of certain property specifically identified in the Asset Purchase Agreement; and

WHEREAS, the Parties amended the terms of the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC in the First and Second Amendment and Extension to Asset Purchase Agreements for the purpose of conforming the terms with the amended APA; and

WHEREAS, it is the parties intent that all provisions of the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC not specifically altered, changed or amended by the First and Second Amendment to Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC remain in full force and effect and that all provisions of the First and Second Amendment to Assignment and Amendment of Land Lease Agreements and Release of JH Kelly, LLC not specifically altered, changed or amended by this Third Amendment to Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC remain in full force and effect; and

WHEREAS, the Parties acknowledge that the closing date set out in the APA and all extensions thereto has been extended to no later than June 30, 2016 and that the Parties desire to extend the effective date of the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC and all previous amendments thereto pursuant to the terms hereof; and

WHEREAS, Buyer, JHK and Lessor wish to enter into this Third Amendment to Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC to identify the terms and conditions constituting the agreed upon amendments to the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC.

NOW, THEREFORE, intending to be legally bound, and in mutual consideration of the promises contained herein, the Parties agree as follows:

**1. Recitals Incorporated.** The Recitals set forth above are incorporated by reference with the Parties agreeing that said recitals are not mere recitations, but are full and complete statements of the facts underlying the basis for the Parties respective agreements set out herein and are covenants of the Parties and a portion of the consideration for this Agreement.

**2. Agreements of the Parties.**

a. The Parties agree that the effectiveness of this Agreement is conditioned upon and subject to the occurrence of the Closing and the payment of the full Purchase Price as set out and required by the Third Amendment and Extension to Asset Purchase Agreement(Third Extension). In the event the Closing does not occur on or before June 30, 2016 pursuant to the terms of the Third Extension, this Agreement shall be null and void and the Recitals and terms hereof shall have no legal effect or prejudice to the rights of the Parties.

b. The Parties agree that the new Paragraph XII of the Lease as set out in Paragraph 3 of the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC shall be amended to provide that the required security instrument will be determined and agreed upon by and between Lessee and Lessor within 7 days after the closing and that Lessee shall have 14 days after such agreement to provide to Lessor the required One Million

(\$1,000,000.00) dollar security instrument in the form to be agreed upon by the parties. It is further agreed that the amendments to the Lease as evidenced in the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC or any amendment or extension thereof shall not be effective until the agreed upon security instrument is in place and effective.

c. It is agreed and understood by and between Lessee and Lessor that the lessee shall undertake the feasibility study associated with the property purchased from JHK and the real property leased from Lessor immediately upon the closing with JHK and the transfer of the lease to Lessee.

d. It is agreed by the PDA that the release of JHK from any obligations under the Lease and the assignment of the Lease by JHK to Buyer shall be effective upon JHK verifying to PDA and Buyer that all amounts required have been paid pursuant to the Third Amendment and Extension to Asset Purchase Agreement.

e. It is agreed by and between PDA and Buyer that Paragraph 4.a. of the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC shall be amended to provide that Buyer shall have until June 30, 2016 to identify the appraiser.

f. Unless specifically set out in this First, Second or Third Amendment to Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC the terms of the Assignment and Amendment of Land Lease Agreement and Release of JH Kelly, LLC remain in full force and effect and shall govern this agreement.

**3. Counterparts.** This Agreement may be executed in any number of identical counterparts, notwithstanding that all Parties have not signed the same counterpart, with the same effect as if all Parties had signed the same document. All counterparts shall be construed as and shall constitute one and the same agreement.

**4. Signature Pages.** A facsimile of the signature page evidencing the signature of a Party(s) to this Agreement shall constitute an original signature(s).

**5. Authority to Execute.** The Parties hereto verify that the person or persons executing this agreement have full and complete authority to execute this agreement and bind the entity for which they are signing.

IN WITNESS WHEREOF, the Parties have entered this THIRD AMENDMENT TO ASSIGNMENT AND AMENDMENT OF LAND LEASE AGREEMENT AND RELEASE OF JH KELLY LLC as of the \_\_\_\_\_ day of April, 2016.

**SELLER**

JH KELLY LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSEE**

V.A. METALS, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LESSOR**

POCATELLO DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

Scott Smith, Chairman



OFFICE OF THE MAYOR  
911 North 7th Avenue  
P.O. Box 4169  
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Fax: (208) 234-6297  
www.pocatello.us

BRIAN C. BLAD  
Mayor

Pocatello City Council:

ROGER BRAY  
STEVE BROWN  
CRAIG COOPER  
W. JAMES JOHNSTON  
GARY MOORE  
MICHAEL L. ORR

April 22, 2016

Steve Brown  
400 Fairway Drive  
Pocatello, ID 83201

Dear Mr. Brown:

This is to confirm, with many thanks, your reappointment as a member of the Pocatello Development Authority Board for an additional four-year term, which begins May 1, 2016 and expires May 1, 2020.

You have performed an outstanding service for the community as a member of this organization, and we deeply appreciate your willingness to continue in this capacity.

Sincerely,

Brian C. Blad  
Mayor

/ssf

Enclosure

cc: Lon Crowell, Executive Director  
Anne Nichols, Assistant to the Mayor  
Scott Smith, Committee Chair  
Tiffany Olsen, Committee Secretary



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BRIAN C. BLAD  
*Mayor*

Pocatello City Council:

ROGER BRAY  
STEVE BROWN  
CRAIG COOPER  
W. JAMES JOHNSTON  
GARY MOORE  
MICHAEL L. ORR

April 22, 2016

Howard Manwaring  
1025 Gray Avenue  
Pocatello, ID 83201-4957

Dear Mr. Manwaring:

I would like to express my sincere appreciation for your efforts on behalf of the Pocatello Development Authority Board of Directors.

You have contributed significantly to this Board. The performance of your duties has always been characterized by an obvious dedication to doing the job well. Your devotion to this position has had a valuable effect not only on the Board but has also benefited all of the citizens of Pocatello.

I commend you and thank you for your excellent service. Best wishes.

Sincerely,

Brian C. Blad  
Mayor

/ssf

Enclosure

cc: Tiffany Olsen, Committee Secretary  
Scott Smith, Committee Chair  
Lon Crowell, Executive Director  
Anne Nichols, Assistant to the Mayor



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W. JAMES JOHNSTON  
GARY MOORE  
MICHAEL L. ORR

April 22, 2016

Chad Carr  
2356 Andrew Street  
Pocatello, ID 83201-7913

Dear Mr. Carr:

This is to confirm, with many thanks, your reappointment as a member of the Pocatello Development Authority Board for an additional four-year term, which begins May 1, 2016 and expires May 1, 2020.

You have performed an outstanding service for the community as a member of this organization, and we deeply appreciate your willingness to continue in this capacity.

Sincerely,

Brian C. Blad  
Mayor

/ssf

Enclosure

cc: Lon Crowell, Executive Director  
Anne Nichols, Assistant to the Mayor  
Scott Smith, Committee Chair  
Tiffany Olsen, Committee Secretary



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BRIAN C. BLAD  
Mayor

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STEVE BROWN  
CRAIG COOPER  
W. JAMES JOHNSTON  
GARY MOORE  
MICHAEL L. ORR

April 22, 2016

Devin Hillam  
5500 South 5<sup>th</sup> Avenue  
Pocatello, ID 83204

Dear Mr. Hillam:

I am pleased to inform you the Pocatello Development Authority Board of Directors (PDA) confirmed your appointment to the board at their April 20, 2016 meeting. Your term began April 21, 2016 and will expire May 1, 2019.

Meetings are held at 11 a.m. on the third Wednesday of each month in the Paradise Conference Room, 911 North 7th Avenue. Tiffany Olsen serves as the secretary for PDA. Please feel free to call her at 234-6149 if you have any questions or need additional information.

We appreciate your interest in serving our community as a member of the Pocatello Development Authority. Thank you for helping to make Pocatello a great place to live.

Sincerely,

Brian C. Blad  
Mayor

/ssf

Enclosures

cc: Anne Nichols, Assistant to the Mayor  
Lon Crowell, Executive Director  
Tiffany Olsen, Committee Secretary  
Scott Smith, Committee Chair



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BRIAN C. BLAD  
*Mayor*

Pocatello City Council:

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MICHAEL L. ORR

May 20, 2016

Pete Black  
2249 Cassia Street  
Pocatello, ID 83201

Dear Mr. Black:

We received your application as a prospective board member for the **Pocatello Development Authority**. After a lengthy review process, I regret to inform you that you were not selected as a member of the board.

The selection process was very difficult, as all candidates were well qualified. However, due to your interest and the quality of your application, your name will be kept on file for one year in case of a resignation or other unanticipated occurrence. You are also welcome to reapply after your current application expires in May 2017.

Thank you for your civic spirit and willingness to become involved in City government. Our community needs people like you to make it successful.

Sincerely,

Brian C. Blad  
Mayor

BCB/ssf

cc: Anne Nichols, Assistant to the Mayor  
Scott Smith, Committee Chair  
Tiffany Olsen, Committee Secretary



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W. JAMES JOHNSTON  
GARY MOORE  
MICHAEL L. ORR

May 20, 2016

Scott Turner  
3655 Ridgewood Road  
Pocatello, ID 83201

Dear Mr. Turner:

I am pleased to inform you that the City Council confirmed your appointment to the Pocatello Development Authority (PDA) at their May 19, 2016 meeting. Your term begins May 20, 2016 and expires May 1, 2020.

Meetings are held at 11:00 a.m. on the third Wednesday of each month in the Paradise Conference Room, 911 North 7th Avenue. Tiffany Olsen serves as the secretary for PDA. Please feel free to call her at 234-6149 if you have any questions or need additional information.

We appreciate your interest in serving our community as a member of the Pocatello Development Authority. Thank you for helping to make Pocatello a great place to live.

Sincerely,

Brian C. Blad  
Mayor

/ssf

Enclosures

cc: Anne Nichols, Assistant to the Mayor  
Tiffany Olsen, Committee Secretary  
Scott Smith, Committee Chair



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STEVE BROWN  
CRAIG COOPER  
W. JAMES JOHNSTON  
GARY MOORE  
MICHAEL L. ORR

May 20, 2016

Cynthia Hill  
620 South 8<sup>th</sup> Avenue  
Pocatello, ID 83201

Dear Ms. Hill:

I would like to express my sincere appreciation for your efforts on behalf of the Pocatello Development Authority Board of Directors.

You have contributed significantly to this Board. The performance of your duties has always been characterized by an obvious dedication to doing the job well. Your devotion to this position has had a valuable effect not only on the Board but has also benefited all of the citizens of Pocatello.

I commend you and thank you for your excellent service. Best wishes.

Sincerely,

Brian C. Blad  
Mayor

/ssf

Enclosure

cc: Tiffany Olsen, Committee Secretary  
Scott Smith, Committee Chair  
Lon Crowell, Executive Director  
Anne Nichols, Assistant to the Mayor