

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: Minutes.

Motion to approve and/or amend the Regular and Executive Session Minutes of July 12, 2016.

Agenda Item No. 2: Financial Report.

Motion to approve and/or amend June and July 2016 Income and Expenses.

Agenda Item No. 3: FY2017 Budget Presentation and Adoption.

Agenda Item No. 4: Payment Requests/Reimbursements.

- (a) Positron Facility Billings for the months of April (\$943.51), May (\$952.22), and June (\$388.68)
- (b) Craig Christensen Invoice in the amount of \$5,374.15
- (c) Arbitrage Specialists in the amount of \$1,000.00

Agenda Item No. 5: Deaton & Company Engagement Letter for FY2016 Audit Services.

Agenda Item No. 6: ISU/Positron Facility Update and Consideration of Amendment to Lease Agreement to Include Office Space.

Agenda Item No. 7: Update on VA Metals, LLC

Upcoming Events/Information:

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.

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AGENDA ITEM

NO. 1

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
August 17, 2016

Members present: Brian Blad, Steve Brown, Chad Carr, Larry Fisher, Devin Hillam, Scott Smith (Chairman), and Scott Turner.

Members excused: Thomas Ottaway

Members absent: Russell Meyers

Staff present: Dean Tranmer (arrived at 11:07 a.m.) and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer, Melanie Gygli, Interim Planning and Development Services Director, Ashley Linton, City Finance Dept.; and John Regetz with Bannock Development Corporation (ex-officio).

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

Introductions, Conflicts, and Agenda: There were no conflicts disclosed and there were no deletions made to the agenda. Guests included Idaho Legislator Mark Nye who arrived at 11:05 a.m. and Michael Orr who arrived at 11:37 a.m. (both left at 11:53 a.m.).

1. Action and Discussion Items:

Agenda Item No. 1: Minutes. The Minutes of the Regular Meeting on July 12, 2016 were reviewed. It was **MSC (B. Blad, D. Hillam)** to approve the Minutes as presented.

Agenda Item No. 2: Financial Report. Ashley Linton, Accountant with the City's Finance Department, presented the financial report for the months of June and July 2016. At the end of June, the Authority had cash on hand of \$6,162,555.75. The checking account balance was \$3,127,555.09, the savings account was \$746,325.48 and cash being held by Zions Trust amounted to \$2,288,675.18. The PDA recognized normal financial activity for the month. It received revenues totaling \$218,822.13 of which \$1,635.81 was interest earnings on the cash invested and notes. The \$193,566.55 was received as final payment on the BBAD Promissory Note. Property tax revenue totaled \$23,619.77 for the North Yellowstone, Naval Ordnance and North Portneuf Districts. Expenses for the month included professional fees totaling \$959.50 (for the Positron water damage claim filed with ICRMP), utilities for the Positron facility in the amount of \$2,092.56 for the months of February and March 2016 and the lunch expense as well as 2 appreciation plaques for Cynthia Hill and Howard Manwaring totaled \$209.04. At the end of July, the Authority had cash on hand of \$6,997,551.50. The checking account balance was \$3,962,381.45, the savings account was \$746,344.50 and cash being held by Zions Trust amounted to \$2,288,825.55. The PDA recognized increased financial activity for the month. It received revenues totaling \$845,902.60 of which \$169.39 was interest earnings on the cash invested. Property tax revenue, including personal property tax replacement, totaled \$815,733.21 for the North Yellowstone, Naval Ordnance, North Portneuf and Airport Districts. Lease revenue from VA Metals was received in the amount of \$20,000 and \$10,000 in penalty fees related to the delayed closing for a total of \$30,000. Expenses for the month included \$195.45 and \$131.40 for the regular meeting on July 12th and the special meeting on June 29th. The annual audit fee for Deaton & Company's services for the FY15 audit totaled \$4,130. Year to date revenues of \$2,112,518.53 are greater than the expenses of \$823,498.40. Overall net income of \$1,289,020.13. It was **MSC (C. Carr, B. Blad)** to approve the June and July 2016 financial reports as presented.

Agenda Item No. 3: Fiscal Year 2017 Budget Presentation and Adoption. Ashley Linton presented the proposed Fiscal Year 2017 Budget. She reviewed the estimated administrative fees, which will be voted on in the October 2016 PDA Meeting, totaled \$153,226.00 (\$129,651 from the North Yellowstone District and \$23,575 from the Naval Ordnance District). Anticipated property tax revenue totals \$1,729,980 for the 4 Districts, interest on income is anticipated to be \$3,916. It was reminded the last payment to Costco will be paid in February 2017 in the amount of \$122,015. The PDA will make a payment of \$17,741 to the City of Pocatello in compliance with the Repayment Agreement dated September 17, 2015 associated with the Hoku property acquisition; this payment will occur annually until paid or by October 31, 2030. Current debt service totals \$679,354 for the North Yellowstone District. The General Fund contingency (indicated as note 3 but is note 4) pledges \$2,000,000.00 of the cash balance as of August 1, 2016 of \$3,020,470.23 for the Old Town project and other potential unplanned projects. Linton reminded the Board that these figures are estimations and by adopting the budget with these figures will allow the Board to use the monies designated, once formally approved by the Board, for expenditures. Any additional use of funds not mentioned herein will necessitate a budget amendment. It was **MSC (S. Brown, B. Blad)** to approve the FY17 Budget as presented. **T. Olsen** advised said adopted Budget will be published in the Idaho State Journal and the expense for this publication last year was \$118.50.

Agenda Item No. 4: Payment Requests/Reimbursements.

- (a) **T. Olsen** requested payment for 3 months of utilities at the Positron facility. The months of April and May are consistent at \$943.51 and \$952.22, however, the month of June is \$388.68. This substantial decrease in billing is a result of the installation of power upgrades to the facility. It was **MSC (C. Carr, B. Blad)** for payment to ISU in the amount of \$2,284.41. **T. Olsen** advised the Board that \$7,860.26 has been spent on utilities from November 2015 to June 2016.
- (b) **T. Olsen** requested payment to attorney Craig Christensen in the amount of \$5,374.15 for legal services related to the judicial foreclosure of the Positron facility. The PDA should expect one more invoice once the redemption period has concluded and the matter is finalized with the District Court. To date, \$41,798.65 has been paid for Mr. Christensen's services. It was **MSC (B. Blad, C. Carr)** to pay Mr. Christensen \$5,374.15.
- (c) Ashley Linton explained that arbitrage is the ability to obtain tax exempt bond proceeds and invest the funds in higher yielding taxable securities resulting in a profit. We hire Arbitrage Compliance Specialists to determine whether the PDA does not make interest income in excess of interest expense on our Series 2012 bond. The interest income is earned on the reserve fund and is subject to the rebate. Arbitrage Rebate requirements began in September 1986. This requirement is to rebate any profit to the federal government. This report indicates there is no final rebate payment due to the US Treasury (IRS) with respect to the Series 2012 A Bond for the North Yellowstone TIF District debt. It was **MSC (B. Blad, D. Hillam)** to issue payment to Arbitrage Compliance Specialists, Inc. in the amount of \$1,000.00 from the North Yellowstone TIF District funds.

Agenda Item No. 5: Deaton & Company Audit Engagement Letter. **T. Olsen** requested approval for the Chairman to sign the engagement letter with Deaton & Company for their audit services for the fiscal year beginning October 1, 2015 and ending September 30, 2016. It was

MSC (L. Fisher, B. Blad) for the Chairman to execute the engagement letter with the professional service charge of \$4,130.

Agenda Item No. 6: ISU/Positron Facility Update and Consideration of Amendment to Lease Agreement to Include Office Space. **T. Olsen** advised the Lease with ISU for the Positron Facility (less the office space) was fully signed on August 1st. She performed a final walk-thru inspection on July 29th and found the facility to be occupied thus the Lease term was modified to July 18th and rent will be pro-rated for the month of July. **T. Olsen** presented an Amended Lease Agreement with ISU for the office space portion of the building, with a rental amount of \$250.00, amending the total rental payment to \$750.00 per month plus utilities. **T. Olsen** responded to a water leak at the facility on August 3. It was determined by the Water Department to be a faulty back plate to the meter. It was replaced by the Water Department at no charge. **T. Olsen** provided an update to the Quik & Kleen payment issue. PDA Attorney D. Tranmer sent a letter to Randy Brodhead on July 26, 2016 indicating the PDA had made payment to Rock Creek in the amount of \$6,450.00 and therefore the PDA expected repayment of this amount no later than August 31, 2016. The letter was received by Mr. Brodhead via certified mail on July 28, 2016. No response or payment has been provided. If on September 1, 2016 there is no response and no payment, the surety bond company will be notified the PDA is making claim for reimbursement. It was **MSC (B. Blad, C. Carr)** to authorize Chairman Smith to execute the Amended Lease with ISU for the office space portion of the Positron facility.

Agenda Item No. 7: Update on VA Metals, LLC. **T. Olsen** informed the Board that VA Metals (VAM) has secured insurance on the property. The appraiser has been identified by VAM but the name of the company/person has not been provided to her. The \$1M security will be placed in an escrow account in the near future; VAM is still planning on purchasing the property and will be using this security towards the purchase price. The PDA may chose the financial institution. Merrill Quayle and T. Olsen visited the site on August 12th to discuss the location of a stormwater detention pond with VAM's site manager. It was initially proposed to be large enough to serve both the VAM facility and the Great Western facility however after Board discussion, alternative options related to two ponds, one on each property, will also be investigated. Separate stormwater areas may be easier for the property owners to maintain. Idaho Power representatives advised there is a metal building on their power easement near the substation location that will either need to be moved or the easement line adjusted in order to accommodate work/additional power supply at that location. Lastly, **T. Olsen** provided photographs of the old cement plant/Stinker Station site of which was purchased for secondary access to the Hoku property by the City, and now is the PDA's responsibility. The Sheriff's Department notified the PDA of some individuals sleeping in their car at the location and apparent dumping of junk material at the site. **T. Olsen** requested permission from the Board to trespass any individuals not permitted to be at the property as well as a PDA Board cleanup day to remove the excess material. It was **MSC (S. Brown, S. Turner)** to authorize the Sheriff to trespass any individuals not permitted to be at the property and to authorize T. Olsen to explore options for cleanup of the site, including Boy Scout projects, service projects and Board participation. Fencing and/or posting a "No Trespass" sign at the location was discussed. It was **MSC (B. Blad, D. Hillam)** to first clean the site and if dumping and/or trespass continues to be present, post a "No Trespass" sign. **T. Olsen** will monitor the property and advise if and when needed.

Upcoming Events/Information: Idaho Legislator Mark Nye asked the Board if they had any comments or suggestions given the urban renewal nature of our meeting. **B. Blad** expressed the need for protection from opponents of Urban Renewal and Development.

2. Executive Session:

B. Blad asked the Chairman if it was appropriate to excuse Ashley Linton and Merrill Quayle from the executive session. Chair Smith agreed. Ashley Linton left at 11:54 a.m. Merrill Quayle remained in the meeting to report on a few items in executive session and then left at 12:19 p.m. **Chair Smith** then 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: Brown, Blad, Carr, Fisher, Hillam, Smith and Turner; Nays: None**). The Board adjourned to executive session at approximately 11:53 a.m. Activity within the Naval Ordnance Plant was discussed as well as potential development within the City and the County for the possible creation of a TIF District/URA. The Board reconvened to regular session by **MSC (B. Blad, S. Turner)** at 12:38 p.m.

3. Adjournment:

There being no additional business, the meeting adjourned at 12:38 p.m. by **MSC (D. Hillam, C. Carr)**.

By: 
Tiffany G. Olsen, Secretary

POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES
MEETING EXECUTIVE SESSION
August 17, 2016

Members present: Brian Blad, Steve Brown, Chad Carr, Larry Fisher, Devin Hillam, Scott Smith (Chairman), and Scott Turner.

Members excused: Thomas Ottaway

Members absent: Russell Meyers

Staff present: Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer (left at 12:19 p.m.), Melanie Gygli, Interim Planning and Development Services Director; and John Regetz with Bannock Development Corporation (ex-officio).

The Board of Commissioners adjourned from regular session into executive session at 11:54 a.m. 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: Brown, Blad, Carr, Fisher, Hillam, Smith and Turner; Nays: None).** Activity within the Naval Ordnance Plant was discussed as well as potential development within the City and the County for the possible creation of a TIF District/URA. The Board reconvened to regular session by **MSC (B. Blad, S. Turner)** at 12:38 p.m.

By: 
Tiffany G. Olsen, Secretary

AGENDA ITEM

NO. 2

FINANCIAL

REPORTS

Pocatello Development Authority
Balance Sheet by Class
As of June 30, 2016

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
Checking Wells Fargo	2,285,068.78	214,396.20	281,786.68	70,833.58	275,469.85	3,127,555.09
Savings Wells Fargo	746,289.28	36.20	0.00	0.00	0.00	746,325.48
Zions 2012 Bnd Fnd 7110526D	0.00	1.25	0.00	0.00	0.00	1.25
Zions Bnd Reserve Fnd 7110526B	0.00	677,762.34	0.00	0.00	0.00	677,762.34
Zions Rev Alloc Fnd 7110526	0.00	1,610,911.59	0.00	0.00	0.00	1,610,911.59
Total Checking/Savings	3,031,358.06	2,503,107.58	281,786.68	70,833.58	275,469.85	6,162,555.75
Other Current Assets						
Accrued Interest Income	14,006.82	0.00	0.00	0.00	0.00	14,006.82
Prepaid	1,122.00	0.00	0.00	0.00	0.00	1,122.00
Property Tax Receivable	0.00	16,368.29	0.00	11,665.93	0.00	28,034.22
Total Other Current Assets	15,128.82	16,368.29	0.00	11,665.93	0.00	43,163.04
Total Current Assets	3,046,486.88	2,519,475.87	281,786.68	82,499.51	275,469.85	6,205,718.79
Other Assets						
Inventory - Leasehold	424,779.00	0.00	0.00	0.00	0.00	424,779.00
Note Receivable	244,894.11	0.00	0.00	0.00	0.00	244,894.11
Total Other Assets	669,673.11	0.00	0.00	0.00	0.00	669,673.11
TOTAL ASSETS	3,716,159.99	2,519,475.87	281,786.68	82,499.51	275,469.85	6,875,391.90
LIABILITIES & FUND BALANCE						
Liabilities						
Long Term Liabilities						
Deferred Interest Receivable	13,606.34	0.00	0.00	0.00	0.00	13,606.34
Deferred Notes Receivable Rev	244,518.75	0.00	0.00	0.00	0.00	244,518.75
Deferred Tax Revenues	0.00	13,893.61	0.00	11,665.93	0.00	25,559.54
Total Long Term Liabilities	258,125.09	13,893.61	0.00	11,665.93	0.00	283,684.63
Total Liabilities	258,125.09	13,893.61	0.00	11,665.93	0.00	283,684.63
Fund Balance						
Fund Balance	3,543,184.37	2,023,968.39	205,991.72	142,390.94	228,597.47	6,144,132.89
Net Income	-85,149.47	481,613.87	75,794.96	-71,557.36	46,872.38	447,574.38
Total Fund Balance	3,458,034.90	2,505,582.26	281,786.68	70,833.58	275,469.85	6,591,707.27
TOTAL LIABILITIES & FUND BALANCE	3,716,159.99	2,519,475.87	281,786.68	82,499.51	275,469.85	6,875,391.90

Pocatello Development Authority
Profit & Loss by Class
 June 2016

	<u>1-General Fund</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordnance</u>	<u>6-North Portneuf</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
Interest Income	1,403.12	232.69	0.00	0.00	1,635.81
Principal received on notes	193,566.55	0.00	0.00	0.00	193,566.55
Property Taxes	0.00	20,772.36	369.39	2,478.02	23,619.77
Total Income	<u>194,969.67</u>	<u>21,005.05</u>	<u>369.39</u>	<u>2,478.02</u>	<u>218,822.13</u>
Gross Profit	194,969.67	21,005.05	369.39	2,478.02	218,822.13
Expense					
Administrative	209.04	0.00	0.00	0.00	209.04
Professional Services					
Other Professional Services	979.50	0.00	0.00	0.00	979.50
Total Professional Services	<u>979.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>979.50</u>
Utilities	2,092.56	0.00	0.00	0.00	2,092.56
Total Expense	<u>3,281.10</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,281.10</u>
Net Ordinary Income	<u>191,688.57</u>	<u>21,005.05</u>	<u>369.39</u>	<u>2,478.02</u>	<u>215,541.03</u>
Net Income	<u><u>191,688.57</u></u>	<u><u>21,005.05</u></u>	<u><u>369.39</u></u>	<u><u>2,478.02</u></u>	<u><u>215,541.03</u></u>

At month end the Authority had cash on hand of \$6,162,555.75. The checking account balance was \$3,127,555.09, the savings account was \$746,325.48, and cash being held by Zions Trust amounted to \$2,288,675.18.

Pocatello Development Authority recognized normal financial activity during the month of June. The Authority received revenues totaling \$218,822.13 of which \$1,635.81 was interest earnings on cash invested and notes. The \$193,566.55 was received as final payment on the note receivable. Property tax revenue totaled \$23,619.77 for the North Yellowstone, Naval Ordnance, and North Portneuf Districts.

Expenses paid for the month totaled \$3,281.10. PDA paid professional fees totaling \$979.50 for Positron furnace water damage claim. Utilities for the Positron facility totaled \$2,092.56 for the months of February and March. The administrative expenses were \$209.04 for the lunch meeting and appreciation plaque.

Year to date revenues of \$1,266,615.93 (see page 3) are greater than expenses of \$819,041.55. Overall Net income of \$447,574.38. Reminder a net loss indicates the use of cash reserves.

Pocatello Development Authority
Profit & Loss by Class
 October 2015 through June 2016

	<u>1-General Fund</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordnance</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense						
Income						
Interest Income	7,225.21	1,056.91	512.71	1,138.46	0.00	9,933.29
Miscellaneous Income	0.00	0.00	0.00	0.00	256.40	256.40
Personal Property tax replace	0.00	23,003.35	6,043.21	404.91	1,262.85	30,714.32
Principal received on notes	194,894.11	0.00	0.00	0.00	0.00	194,894.11
Property Taxes	0.00	664,244.49	91,094.82	69,908.21	52,753.13	878,000.65
Transfers in	152,817.16	0.00	0.00	0.00	0.00	152,817.16
Total Income	<u>354,936.48</u>	<u>688,304.75</u>	<u>97,650.74</u>	<u>71,451.58</u>	<u>54,272.38</u>	<u>1,266,615.93</u>
Gross Profit	354,936.48	688,304.75	97,650.74	71,451.58	54,272.38	1,266,615.93
Expense						
Administrative	1,496.32	0.00	0.00	0.00	0.00	1,496.32
Capital Land purchase	157,609.06	0.00	0.00	142,390.94	0.00	300,000.00
Debt Service						
Interest	0.00	73,729.50	0.00	0.00	0.00	73,729.50
Total Debt Service	<u>0.00</u>	<u>73,729.50</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>73,729.50</u>
Dues and Memberships	10,750.00	0.00	0.00	0.00	0.00	10,750.00
Economic Grants Issued	250,000.00	0.00	0.00	0.00	0.00	250,000.00
Professional Services						
Other Professional Services	12,625.00	2,000.00	0.00	618.00	7,400.00	22,643.00
Total Professional Services	<u>12,625.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>618.00</u>	<u>7,400.00</u>	<u>22,643.00</u>
Transfers out	0.00	130,961.38	21,855.78	0.00	0.00	152,817.16
Utilities	7,605.57	0.00	0.00	0.00	0.00	7,605.57
Total Expense	<u>440,085.95</u>	<u>206,690.88</u>	<u>21,855.78</u>	<u>143,008.94</u>	<u>7,400.00</u>	<u>819,041.55</u>
Net Ordinary Income	<u>-85,149.47</u>	<u>481,613.87</u>	<u>75,794.96</u>	<u>-71,557.36</u>	<u>46,872.38</u>	<u>447,574.38</u>
Net Income	<u><u>-85,149.47</u></u>	<u><u>481,613.87</u></u>	<u><u>75,794.96</u></u>	<u><u>-71,557.36</u></u>	<u><u>46,872.38</u></u>	<u><u>447,574.38</u></u>

Pocatello Development Authority
Balance Sheet by Class
As of July 31, 2016

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
Checking Wells Fargo	2,274,161.93	823,655.32	420,396.34	114,751.73	329,416.13	3,962,381.45
Savings Wells Fargo	746,308.30	36.20	0.00	0.00	0.00	746,344.50
Zions 2012 Bnd Fnd 7110526D	0.00	603,729.50	0.00	0.00	0.00	603,729.50
Zions Bnd Reserve Fnd 7110526B	0.00	677,806.87	0.00	0.00	0.00	677,806.87
Zions Rev Alloc Fnd 7110526	0.00	1,007,289.18	0.00	0.00	0.00	1,007,289.18
Total Checking/Savings	3,020,470.23	3,112,517.07	420,396.34	114,751.73	329,416.13	6,997,551.50
Other Current Assets						
A/R accounts	6,450.00	0.00	0.00	0.00	0.00	6,450.00
Accrued Interest Income	14,006.82	0.00	0.00	0.00	0.00	14,006.82
Prepaid	1,122.00	0.00	0.00	0.00	0.00	1,122.00
Property Tax Receivable	0.00	16,368.29	0.00	11,665.93	0.00	28,034.22
Total Other Current Assets	21,578.82	16,368.29	0.00	11,665.93	0.00	49,613.04
Total Current Assets	3,042,049.05	3,128,885.36	420,396.34	126,417.66	329,416.13	7,047,164.54
Other Assets						
Inventory - Leasehold	424,779.00	0.00	0.00	0.00	0.00	424,779.00
Note Receivable	244,894.11	0.00	0.00	0.00	0.00	244,894.11
Total Other Assets	669,673.11	0.00	0.00	0.00	0.00	669,673.11
TOTAL ASSETS	3,711,722.16	3,128,885.36	420,396.34	126,417.66	329,416.13	7,716,837.65
LIABILITIES & FUND BALANCE						
Liabilities						
Long Term Liabilities						
Deferred Interest Receivable	13,606.34	0.00	0.00	0.00	0.00	13,606.34
Deferred Notes Receivable Rev	244,518.75	0.00	0.00	0.00	0.00	244,518.75
Deferred Tax Revenues	0.00	13,893.61	0.00	11,665.93	0.00	25,559.54
Total Long Term Liabilities	258,125.09	13,893.61	0.00	11,665.93	0.00	283,684.63
Total Liabilities	258,125.09	13,893.61	0.00	11,665.93	0.00	283,684.63
FUND BALANCE						
Fund Balance	3,543,184.37	2,023,968.39	205,991.72	142,390.94	228,597.47	6,144,132.89
Net Income	-89,587.30	1,091,023.36	214,404.62	-27,639.21	100,818.66	1,289,020.13
Total Fund Balance	3,453,597.07	3,114,991.75	420,396.34	114,751.73	329,416.13	7,433,153.02
TOTAL LIABILITIES & FUND BALANCE	3,711,722.16	3,128,885.36	420,396.34	126,417.66	329,416.13	7,716,837.65

Pocatello Development Authority
Profit & Loss by Class
 July 2016

	<u>1-General Fund</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordnance</u>	<u>6-North Portneuf</u>	<u>7-Pocatello Regional Airport</u>	<u>TOTAL</u>
Ordinary Income/Expense						
Income						
Interest Income	19.02	150.37	0.00	0.00	0.00	169.39
Miscellaneous Income	0.00	0.00	0.00	30,000.00	0.00	30,000.00
Personal Property tax replace	0.00	23,003.35	6,043.21	404.91	1,262.85	30,714.32
Property Taxes	0.00	586,255.77	132,566.45	13,513.24	52,683.43	785,018.89
Total Income	<u>19.02</u>	<u>609,409.49</u>	<u>138,609.66</u>	<u>43,918.15</u>	<u>53,946.28</u>	<u>845,902.60</u>
Gross Profit	19.02	609,409.49	138,609.66	43,918.15	53,946.28	845,902.60
Expense						
Administrative	4,456.85	0.00	0.00	0.00	0.00	4,456.85
Total Expense	<u>4,456.85</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>4,456.85</u>
Net Ordinary Income	<u>-4,437.83</u>	<u>609,409.49</u>	<u>138,609.66</u>	<u>43,918.15</u>	<u>53,946.28</u>	<u>841,445.75</u>
Net Income	<u><u>-4,437.83</u></u>	<u><u>609,409.49</u></u>	<u><u>138,609.66</u></u>	<u><u>43,918.15</u></u>	<u><u>53,946.28</u></u>	<u><u>841,445.75</u></u>

At month end the Authority had cash on hand of \$6,997,551.50. The checking account balance was \$3,962,381.45, the savings account was \$746,344.50, and cash being held by Zions Trust amounted to \$2,288,825.55.

Pocatello Development Authority recognized increased financial activity during the month of July. The Authority received revenues totaling \$845,902.60 of which \$169.39 was interest earnings on cash invested. Property tax revenue including personal property tax replacement totaled \$815,733.21 for the North Yellowstone, Naval Ordnance, North Portneuf, and Pocatello Regional Airport Districts. Lease revenue from VA Metals was received in the amount of \$20,000. PDA also received \$10,000 in penalty fees related to the delayed closings.

Expenses paid for the month totaled \$4,456.85. The administrative expenses were \$195.45 and 131.40 respectively, for the special meeting and the lunch meeting. The annual audit fee was paid in the amount of \$4,130.

Year to date revenues of \$2,112,518.53 (see page 3) are greater than expenses of \$823,498.40. Overall Net income of \$1,289,020.13. Reminder a net loss indicates the use of cash reserves.

Pocatello Development Authority
Profit & Loss by Class
October 2015 through July 2016

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
Ordinary Income/Expense						
Income						
Interest Income	7,244.23	1,207.28	512.71	1,138.46	0.00	10,102.68
Miscellaneous Income	0.00	0.00	0.00	30,000.00	256.40	30,256.40
Personal Property tax replace	0.00	46,006.70	12,086.42	809.82	2,525.70	61,428.64
Principal received on notes	194,894.11	0.00	0.00	0.00	0.00	194,894.11
Property Taxes	0.00	1,250,500.26	223,661.27	83,421.45	105,436.56	1,663,019.54
Transfers in	152,817.16	0.00	0.00	0.00	0.00	152,817.16
Total Income	354,955.50	1,297,714.24	236,260.40	115,369.73	108,218.66	2,112,518.53
Gross Profit	354,955.50	1,297,714.24	236,260.40	115,369.73	108,218.66	2,112,518.53
Expense						
Administrative	5,953.17	0.00	0.00	0.00	0.00	5,953.17
Capital Land purchase	157,609.06	0.00	0.00	142,390.94	0.00	300,000.00
Debt Service						
Interest	0.00	73,729.50	0.00	0.00	0.00	73,729.50
Total Debt Service	0.00	73,729.50	0.00	0.00	0.00	73,729.50
Dues and Memberships	10,750.00	0.00	0.00	0.00	0.00	10,750.00
Economic Grants Issued	250,000.00	0.00	0.00	0.00	0.00	250,000.00
Professional Services						
Other Professional Services	12,625.00	2,000.00	0.00	618.00	7,400.00	22,643.00
Total Professional Services	12,625.00	2,000.00	0.00	618.00	7,400.00	22,643.00
Transfers out	0.00	130,961.38	21,855.78	0.00	0.00	152,817.16
Utilities	7,605.57	0.00	0.00	0.00	0.00	7,605.57
Total Expense	444,542.80	206,690.88	21,855.78	143,008.94	7,400.00	823,498.40
Net Ordinary Income	-89,587.30	1,091,023.36	214,404.62	-27,639.21	100,818.66	1,289,020.13
Net Income	-89,587.30	1,091,023.36	214,404.62	-27,639.21	100,818.66	1,289,020.13

AGENDA ITEM

NO. 3

Pocatello Development Authority - Budget 2016-2017 fiscal year

	General Fund	North Yellowstone	Naval Ordinance	North Portneuf	Airport	Total
Beginning Cash Balance August 1, 2016	\$3,020,470.23	\$3,112,517.07	\$420,396.34	\$114,751.73	\$329,416.13	\$6,997,551.50
INCOME:						
Administrative fees - estimated	153,226.00					153,226.00
Property taxes		1,309,751.00	229,704.00	83,826.00	106,699.00	1,729,980.00
Interest Income	240.00	3,128.00	513.00	0.00	35.00	3,916.00
Total Projected Income:	153,466.00	1,312,879.00	230,217.00	83,826.00	106,734.00	1,887,122.00
EXPENSE:						
Contingency (3)	2,000,000.00	3,489,376.07	627,038.34	180,836.73	436,150.13	6,733,401.27
Cheyenne Crossing						0.00
Costco Employment incentive (1)		122,015.00				122,015.00
City payment for HOKU land purchase (3)				17,741.00		17,741.00
Administrative expense - estimated		129,651.00	23,575.00			153,226.00
Current year debt service (2)		679,354.00				679,354.00
Luncheon costs	1,800.00					1,800.00
Office expenses	300.00					300.00
Dues and memberships	10,750.00					10,750.00
Errors and omission insurance	1,069.00					1,069.00
Banking and Professional services	4,700.00	5,000.00				9,700.00
Total Projected Expense:	2,018,619.00	4,425,396.07	650,613.34	198,577.73	436,150.13	7,729,356.27
CALCULATED ENDING BALANCE	\$1,155,317.23	\$0.00	\$0.00	\$0.00	\$0.00	\$1,155,317.23

1. balance before payment \$122,014.96, scheduled to payoff in February 2017
 2. Scheduled to payoff on August 1, 2024
 3. Scheduled to payoff on October 31, 2030
 4. The General fund contingency covers the Old Town project and potential unplanned projects.
- The remaining contingencies in the other districts are for potential unplanned projects.

AGENDA ITEM

NO. 4



Questions? Contact us at:
 PO BOX 70, Boise, ID 83707.
 Or call (208) 388-2323 (Treasure Valley)
 or (800) 488-6151. Se habla español.
 For faster service please call
 Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: IDAHO STATE UNIV
 Account Number: 2206362358
 Billing Date: 05/27/2016
 Print Date: 05/27/2016

www.idahopower.com

Service Agreement No: 0030510811

Next Read Date: 05/31/2016

Service Location: 1500 ALVIN RICKEN DR ACC / POCATELLO, ID

Meter Number	Service Period		Number of Days	Reading Type	Meter Readings		Meter Constant	kWh Used
	From	To			Previous	Current		
10347311	04/01/16	04/30/16	30	Regular	0	14769	1	14769/OFF
10347311	04/01/16	04/30/16	30	Regular	0	26292	1	26292/MID
10347311	04/01/16	04/30/16	30	Regular	0	0	1	0/ON

On Peak kW	Billing kW	BLC	Actual kW	Power Factor	Power Factor Adj
0	263	397	227	77.68%	36

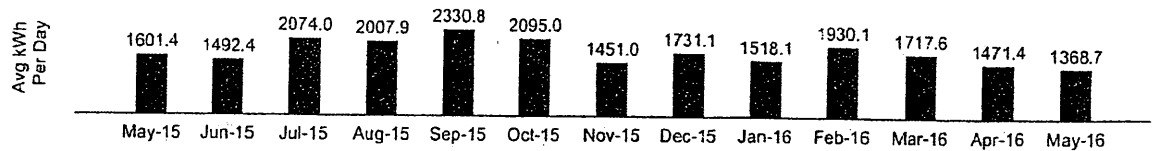
Large General Service
 Schedule 09P

Service Charge	\$285.00
Non-Summer Demand Charge 263 @ \$4.47 per kW	\$1,175.61
Basic Charge 397 @ \$1.28 per kW of BLC	\$508.16
Mid-Peak Non-Summer Energy Charge @ \$0.040556 per kWh	\$1,066.30
Off-Peak Non-Summer Energy Charge @ \$0.039194 per kWh	\$578.86
Annual Adjustment Mechanism	\$186.79
Franchise Fee 1.00%	\$38.01
Facility Charge	\$1,765.52
Energy Efficiency Services	\$144.56
Current Charges - Electric Service	\$5,748.81

3328.93
2419.88

CR = Credit kWh = Kilowatt-hour PCA = Power Cost Adjustment kW = Kilowatt BLC = Basic Load Capacity G = Generator

Your Electric Use Pattern



2206362358



SERVICE FOR
 IDAHO STATE UNIVERSITY
 1500 ALVIN RICKEN DR
 POCATELLO, ID 83201-2783

ACCOUNT NUMBER 030 140 3000 5
 DATE DUE May 31, 2016

BILL DATE May 12, 2016
 AMOUNT DUE \$582.92

In the Community to Serve™ www.intgas.com

ACCOUNT SUMMARY

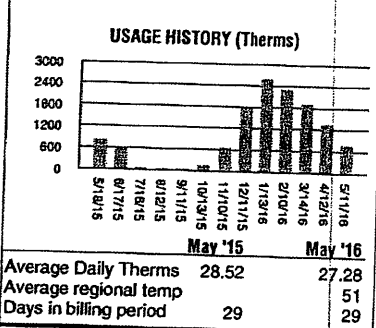
Previous Balance	\$1,000.45
Payment Received 4/25/2016 Thank you	-1,000.45
Current Gas Charges	582.92
Amount Due on 5/31/16	\$582.92

Any balance remaining after the due date is subject to a late payment charge of 1% per month.

(April)

Gas Charges

BILLING PERIOD 4/13/16 - 5/11/16
 DAYS 29
 METER NUMBER 482108029
 METER READ DATE 5/11/16
 Next scheduled read 6/15/16
 RATE GS-1 General



CURRENT READING	PREVIOUS READING	USAGE 100 CU FT	BILLING FACTOR	THERMS BILLED
4948	- 4207	= 741	x 1.066900	= 791
Customer Charge 2.00				
Weighted Average Cost of Gas 791 Therms x \$0.32764 259.16				
Pipeline Costs and PGA Adjustment 791 Therms x \$0.18403 145.57				
Distribution Charge 200 Therms x \$0.21751 43.50				
Distribution Charge 591 Therms x \$0.19578 115.71				
Municipal Franchise Fee 16.98				
Total Gas Charges				\$582.92

CUSTOMER SERVICE & EMERGENCY SERVICE
 208-377-6840 - Boise/Treasure Valley
 1-800-548-3679 - All Other

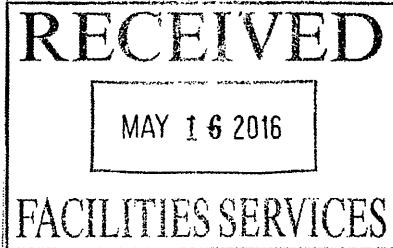
May						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Emergencies: 24 hours a day
 Non-emergencies: Mon-Fri, 7 a.m. - 7 p.m.

Email: customerservice@intgas.com
 Mail: Intermountain Gas Company,
 Attn: Customer Service, PO Box 7608, Boise, ID 83707-1608. Please include your account number.
 CALL BEFORE YOU DIG 811

Payment Due ▲
 See "Ways to Pay Your Bill" on the back of this page.

Note: Charges for current services are due and payable upon receipt of bill and are past due as noted. This bill does not extend the due date of past bills.



LACL 01

MESSAGE CENTER:

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.



ACCOUNT NUMBER
 030 140 3000 5

DATE DUE
 May 31, 2016

AMOUNT DUE
 \$582.92

Has your mailing address or phone number changed? Check here and provide details on back.



IDAHO STATE UNIVERSITY
 ATTN: JAMIE HANSEN
 PO BOX 8137
 POCATELLO ID 83209-0001

PO BOX 64
 BOISE ID 83732-0064

Please enter amount enclosed

\$ 582.92

Write account number on check and make payable to IGC.

480301403000500000582920000058292

SERVICE ADDRESS 1500 ALVIN RICKEN DR

ACCOUNT NUMBER	CYCLE	BILL DATE	DUE DATE
49855-31826	02-27	5/27/16	6/13/16

LAST BILL AMOUNT 257.71
 PAYMENTS 257.71
 ADJUSTMENTS .00
 BALANCE FORWARD .00

RATE CLASS	COMMERCIAL	257.71	5/11/16
Last payment amount/date:			

Service	Line	Service	Charge	Consumption	Charge	Total
SM	4/11/16	5/10/16	29	34817	17.70	31.91 ✓
WA	4/11/16	5/10/16	29	29849	8.99	17.70 ✓
WA	4/11/16	5/10/16	29	34676	12.57	9.90 ✓
WA	4/11/16	5/10/16	29	1.000	1.68	19.82 ✓
WA	4/11/16	5/10/16	29	1.000	151.82	169.53 ✓
WA	4/11/16	5/10/16	29	1.000	10.03	
SM	4 INCH FIRE LINE	4/30/16	5/31/16			
SM	BILLING FEE					
SM	CONSUMPTION					
SM	TOTAL SEWER					
GA	GARBAGE BILLING CHG	4/30/16	5/31/16			
GA	GARBAGE-CONTAINER	4/30/16	5/31/16			
GA	CONTAINER RENTAL	4/30/16	5/31/16			
GA	TOTAL GARBAGE					

TOTAL CURRENT CHARGES 240.86
 BALANCE FORWARD .00
 TOTAL AMOUNT DUE 240.86

MULTI-UNIT AND COMMERCIAL SEWER AVERAGES HAVE BEEN RECALCULATED EFFECTIVE THIS BILLING. IF QUESTIONS, PLEASE EMAIL UTILITIES@PDCATELLO.US OR CALL (208) 234-6241.



A MUNICIPAL CORPORATION OF IDAHO



April

SERVICE ADDRESS

1500 ALVIN RICKEN DR

ACCOUNT NUMBER 49855-31826

CYCLE 02-27

BILL DATE 6/28/16

DUE DATE 7/14/16

RATE CLASS COMMERCIAL

Last payment amount/date: 240.86 6/09/16

Service Period 5/10/16 6/09/16

Days Meter Number 30 34817

WA Service Period 5/10/16 6/09/16

Days Meter Number 30 28849

WA Service Period 5/10/16 6/09/16

Days Meter Number 30 34876

Service Line Service Charge Consumption 1.000 T GAL

WA Line Service Charge 3.00

WA Line Service Charge 3.00

SM Line Service Charge 8.00

SM Line Service Charge 17.70

FL 4 INCH FIRE LINE 5/31/16 6/30/16 23.12

SM Billing Fee 8.90

SM Consumption 12.57

GA Garbage Billing Chgs 18.82

GA Garbage-Container 151.82

GA Container Rental 10.03

TOTAL GARbage 163.53

LAST BILL AMOUNT 240.86
 PAYMENTS 240.86
 ADJUSTMENTS .00
 BALANCE FORWARD .00

Current Previous Usage
 USAGE FOR 6/15 297 8
 Current Previous Usage 2913 2910 3
 USAGE FOR 6/15 87 87 4

Charge 17.70
 5.46
 8.75
 Total

TOTAL CURRENT CHARGES 263.98
 BALANCE FORWARD 00
 TOTAL AMOUNT DUE 263.98

PLEASE HELP THE CITY PLAN ITS USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUND FOR THE NEXT 5 YEARS. TAKE THE SURVEY AT www.research.net/t/Pocatello1102016 TO HELP US GATHER INFORMATION ON HOUSING AND COMMUNITY DEVELOPMENT NEEDS IN POCATELLO. PAPER COPIES OF THE SURVEY ARE AT CITY HALL OR CALL 234-6186.



A MUNICIPAL CORPORATION OF IDAHO





An IDACORP Company

www.idahopower.com

Questions? Contact us at:
 PO BOX 70, Boise, ID 83707.
 Or call (208) 388-2323 (Treasure Valley)
 or (800) 488-6151. Se habla español.
 For faster service please call
 Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: IDAHO STATE UNIV
 Account Number: 2206362358
 Billing Date: 06/27/2016
 Print Date: 06/27/2016

Service Agreement No: 0030510811

Next Read Date: 06/30/2016

Service Location: 1500 ALVIN RICKEN DR PROP / POCATELLO, ID

Meter Number	Service Period		Number of Days	Reading Type	Meter Readings		Meter Constant	kWh Used
	From	To			Previous	Current		
10347311	05/01/16	05/31/16	31	Regular	0	16900	1	16900/OFF
10347311	05/01/16	05/31/16	31	Regular	0	28854	1	28854/MID
10347311	05/01/16	05/31/16	31	Regular	0	0	1	0/ON

On Peak kW	Billing kW	BLC	Actual kW	Power Factor	Power Factor Adj
0	286	397	246	77.44%	40

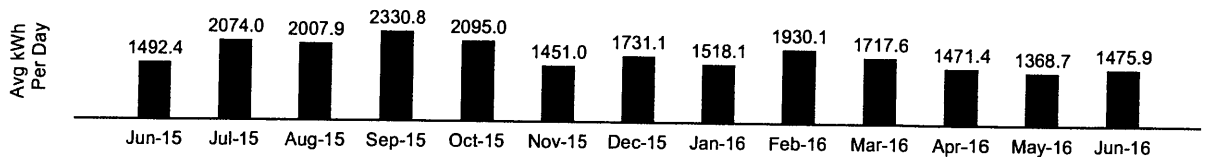
Large General Service Schedule 09P

Service Charge	\$285.00
Non-Summer Demand Charge 286 @ \$4.47 per kW	\$1,278.42
Basic Charge 397 @ \$1.28 per kW of BLC	\$508.16
Mid-Peak Non-Summer Energy Charge @ \$0.040556 per kWh	\$1,170.20
Off-Peak Non-Summer Energy Charge @ \$0.039194 per kWh	\$662.38
Annual Adjustment Mechanism	\$208.13
Franchise Fee 1.00%	\$41.12
Facility Charge	\$1,765.52
Energy Efficiency Services	\$156.17
Current Charges - Electric Service	\$6,075.10

3619.16
2455.94

CR = Credit kWh = Kilowatt-hour PCA = Power Cost Adjustment kW = Kilowatt BLC = Basic Load Capacity G = Generator

Your Electric Use Pattern



Service Agreement No: 0032387106

Service Location: 1500 ALVIN RICKEN DR PROP / POCATELLO, ID



If writing information below, please check the appropriate box on the reverse side.

Account Number: 2206362358

NEW CONTACT INFORMATION:

Does Idaho Power have your correct mailing address and phone number?
 If not, please write any changes below:

PROJECT SHARE PLEDGE

Please add the amount indicated to my monthly bill.

\$2 \$5 \$10

\$ _____

I would like to make a one-time contribution in the amount of \$ _____

Please round-up my monthly bill amount the nearest dollar and contribute the difference to Project Share.

Thank you and please remember to tax your tax-deductible donations.

Name _____

Street _____ Apt./Suite _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email Address _____



SERVICE FOR
 IDAHO STATE UNIVERSITY
 1500 ALVIN RICKEN DR
 POCATELLO, ID 83201-2783
 www.intgas.com

ACCOUNT NUMBER 030 140 3000 5
 DATE DUE Jul 5, 2016
 BILL DATE Jun 15, 2016
 AMOUNT DUE \$327.88

①

ACCOUNT SUMMARY

Previous Balance \$582.92
 Payment Received 5/20/2016 Thank you -582.92
 Current Gas Charges 327.88
Amount Due on 7/5/16 \$327.88

Any balance remaining after the due date is subject to a late payment charge of 1% per month.

CUSTOMER SERVICE & EMERGENCY SERVICE
 208-377-6840 - Boise/Treasure Valley
 1-800-548-3679 - All Other

Emergencies: 24 hours a day
 Non-emergencies: Mon-Fri, 7 a.m. - 7 p.m.

Email: customerservice@intgas.com
 Mail: Intermountain Gas Company,
 Attn: Customer Service, PO Box 7608, Boise, ID
 83707-1608. Please include your account number.

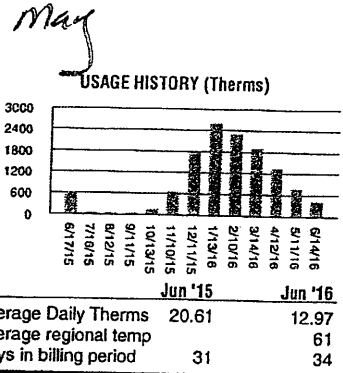
CALL BEFORE YOU DIG 811

July						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

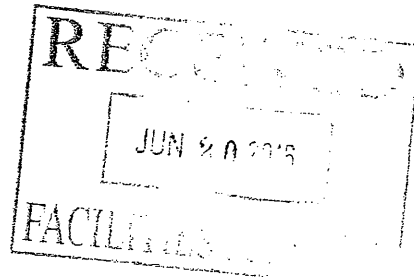
Payment Due ▲
 See "Ways to Pay Your Bill" on the back of this page.

Gas Charges

BILLING PERIOD 5/12/16 - 6/14/16 **DAYS** 34
METER NUMBER 482108029
METER READ DATE 6/14/16
 Next scheduled read 7/14/16
RATE GS-1 General



Note: Charges for current services are due and payable upon receipt of bill and are past due as noted. This bill does not extend the due date of past bills.



CURRENT READING	PREVIOUS READING	USAGE 100 CU FT	BILLING FACTOR	THERMS BILLED
5370	- 4948	= 422	x 1.044100	= 441
Customer Charge				
Weighted Average Cost of Gas 441 Therms x \$0.32764 144.49				
Line Costs and PGA Adjustment 441 Therms x \$0.18403 81.16				
Distribution Charge 200 Therms x \$0.21751 43.50				
Distribution Charge 241 Therms x \$0.19578 47.18				
Municipal Franchise Fee 9.55				
Total Gas Charges				\$327.88

LACLOI

MESSAGE CENTER:

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.



ACCOUNT NUMBER
 030 140 3000 5

DATE DUE
 Jul 5, 2016

AMOUNT DUE
 \$327.88

Has your mailing address or phone number changed? Check here and provide details on back.



IDAHO STATE UNIVERSITY
 ATTN: JAMIE HANSEN
 PO BOX 8137
 POCATELLO ID 83209-0001

PO BOX 64
 BOISE ID 83732-0064

Please enter amount enclosed

\$ 327.88

Write account number on check and make payable to IGC.

480301403000500000327880000032788



Questions? Contact us at:
 PO BOX 70, Boise, ID 83707.
 Or call (208) 388-2323 (Treasure Valley)
 or (800) 488-6151. Se habla español.
 For faster service please call
 Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: IDAHO STATE UNIVERSITY
 Account Number: 222368504
 Billing Date: 07/27/2016
 Print Date: 07/27/2016

Service Agreement No: 0032387812

Next Read Date: 08/24/2016

Service Location: 1500 ALVIN RICKEN DR ACC / POCATELLO, ID

Meter Number	Service Period		Number of Days	Reading Type	Meter Readings		Meter Constant	kWh Used
	From	To			Previous	Current		
64375203	06/24/16	07/25/16	32	Regular	60	217	40	6280

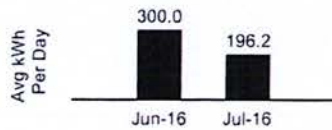
Billing kW	BLC
17	93

Large General Service Schedule 09S

Service Charge	\$16.00
Summer Demand Charge (0-20) 17 @ \$0.00 per kW	\$0.00
Basic Charge (0-20) 20 @ \$0.00 per kW of BLC	\$0.00
Basic Charge (Over 20) 73 @ \$1.02 per kW of BLC	\$74.46
Summer Energy Charge 2,000 kWh @ \$0.104314 per kWh	\$208.63
Summer Energy Charge 4,280 kWh @ \$0.048283 per kWh	\$206.65
Annual Adjustment Mechanism	\$35.75
Franchise Fee 1.00%	\$5.41
Energy Efficiency Services	\$20.23
Current Charges - Electric Service	\$567.13

CR = Credit kWh = Kilowatt-hour PCA = Power Cost Adjustment kW = Kilowatt BLC = Basic Load Capacity G = Generator

Your Electric Use Pattern



Kw Hr Usage
 25 day City = 382.50
 7 days IAC = 107.10

 ELEC. CH
 City = 60.50
 IAC = 16.94



If writing information below, please check the appropriate box on the reverse side.

Account Number: 222368504

NEW CONTACT INFORMATION:

Does Idaho Power have your correct mailing address and phone number?
 If not, please write any changes below:

PROJECT SHARE PLEDGE

Please add the amount indicated to my monthly bill.

\$2 \$5 \$10
 \$ _____

I would like to make a one-time contribution in the amount of \$ _____

Please round-up my monthly bill amount to the nearest dollar and contribute the difference to Project Share.

Thank you and please remember to track your tax-deductible donations.

Name _____

Street _____ Apt./Suite _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email Address _____



www.idahopower.com

Questions? Contact us at:
 PO BOX 70, Boise, ID 83707.
 Or call (208) 388-2323 (Treasure Valley)
 or (800) 488-6151. Se habla español.
 For faster service please call
 Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: IDAHO STATE UNIV
 Account Number: 2206362358
 Billing Date: 06/27/2016
 Print Date: 06/27/2016

Service Agreement No: 0030510811

Next Read Date: 06/30/2016

Service Location: 1500 ALVIN RICKEN DR PROP / POCATELLO, ID

Meter Number	Service Period		Number of Days	Reading Type	Meter Readings		Meter Constant	kWh Used
	From	To			Previous	Current		
10347311	06/01/16	06/09/16	9	Regular	0	3247	1	3247/OFF
10347311	06/01/16	06/09/16	9	Regular	0	5016	1	5016/MID
10347311	06/01/16	06/09/16	9	Regular	0	3147	1	3147/ON

On Peak kW	Billing kW	BLC	Actual kW	Power Factor	Power Factor Adj
93	289	397	251	78.06%	38

Large General Service Schedule 09P

Service Charge	\$85.50
Summer Demand Charge 289 @ \$5.11 per kW	\$443.04
Basic Charge 397 @ \$1.28 per kW of BLC	\$152.45
On-Peak Summer Demand Charge 93 @ \$0.96 per kW	\$26.78
On-Peak Summer Energy Charge @ \$0.049014 per kWh	\$154.25
Mid-Peak Summer Energy Charge @ \$0.045226 per kWh	\$226.85
Off-Peak Summer Energy Charge @ \$0.042749 per kWh	\$138.81
Annual Adjustment Mechanism	\$65.27
Franchise Fee 1.00%	\$12.93
Facility Charge	\$529.66
Energy Efficiency Services	\$49.11
Current Charges - Electric Service	\$1,884.65

1142.18
742.47

CR = Credit kWh = Kilowatt-hour PCA = Power Cost Adjustment kW = Kilowatt BLC = Basic Load Capacity G = Generator

Closing Bill

Closing bill for this Service



If writing information below, please check the appropriate box on the reverse side.

Account Number: 2206362358

NEW CONTACT INFORMATION:

Does Idaho Power have your correct mailing address and phone number?
 If not, please write any changes below:

PROJECT SHARE PLEDGE

Please add the amount indicated to my monthly bill.

\$2 \$5 \$10

\$ _____

I would like to make a one-time contribution in the amount of \$ _____

Please round-up my monthly bill amount the nearest dollar and contribute the difference to Project Share.

Thank you and please remember to tax your tax-deductible donations.

Name _____

Street _____ Apt./Suite _____

City _____ State _____ Zip Code _____

Telephone Number _____

Email Address _____



An IDACORP Company

www.idahopower.com

Questions? Contact us at:
 PO BOX 70, Boise, ID 83707.
 Or call (208) 388-2323 (Treasure Valley)
 or (800) 488-6151. Se habla español.
 For faster service please call
 Tuesday - Friday, 7:30 a.m. to 6:30 p.m.

Customer Name: IDAHO STATE UNIVERSITY
 Account Number: 2222368504
 Billing Date: 06/27/2016
 Print Date: 06/27/2016

Next Read Date: 07/25/2016

Service Agreement No: 0032387812

Service Location: 1500 ALVIN RICKEN DR ACC/POCATELLO, ID

Meter Number	Service Period		Number of Days	Reading Type	Meter Readings		Meter Constant	kWh Used
	From	To			Previous	Current		
64375203	06/16/16	06/23/16	8	Regular	0	60	40	2400

Billing kW	BLC
169	169

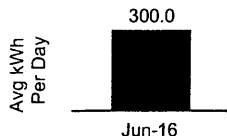
Large General Service Schedule 09S	Minimum Service Charge	\$5.00
	Summer Demand Charge (0-20) 20 @ \$0.00 per kW	\$0.00
	Summer Demand Charge (Over 20) 149 @ \$6.00 per kW	\$238.40
	Basic Charge (0-20) 20 @ \$0.00 per kW of BLC	\$0.00
	Basic Charge (Over 20) 149 @ \$1.02 per kW of BLC	\$40.53
	Summer Energy Charge 2,000 kWh @ \$0.104314 per kWh	\$208.63
	Summer Energy Charge 400 kWh @ \$0.048283 per kWh	\$19.31
	Annual Adjustment Mechanism	\$13.66
	Franchise Fee 1.00%	\$5.26
	Energy Efficiency Services	\$20.47
	Current Charges - Electric Service	\$551.26

504.87
44.35

Adjustments	Service Establishment Charge	\$20.00
	Current Adjustments	\$20.00

CR = Credit kWh = Kilowatt-hour PCA = Power Cost Adjustment kW = Kilowatt BLC = Basic Load Capacity G = Generation

Your Electric Use Pattern



For more information, visit our website at www.idahopower.com or call 1-800-488-6151.

NEW CONTACT INFORMATION:

Please provide your current contact information, address and phone number if you have any changes to your account information.

Account Number: 2222368504

PROJECT SHARE PLEDGE

Please add my amount indicated to my account bill.

01 88 010

I would like to make a one-time contribution to the project share of \$1,000.00.

I understand that my contribution will be used to purchase additional shares and contribute the difference to the project share.

I have read and understand the terms and conditions of the project share program.



In the Community to Serve

SERVICE FOR
 IDAHO STATE UNIVERSITY
 1500 ALVIN RICKEN DR
 POCATELLO, ID 83201-2783

www.intgas.com

ACCOUNT NUMBER 030 140 3000 5
 DATE DUE Aug 1, 2016

BILL DATE Jul 14, 2016
 AMOUNT DUE \$29.85

ACCOUNT SUMMARY

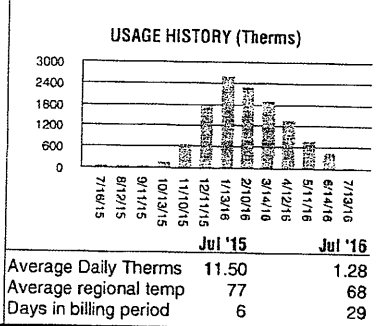
Previous Balance	\$327.88
Payment Received 6/24/2016 Thank you	-327.88
Current Gas Charges	29.85
Amount Due on 8/1/16	\$29.85

Any balance remaining after the due date is subject to a late payment charge of 1% per month.

(JUNE)

Gas Charges

BILLING PERIOD 6/15/16 - 7/13/16
 DAYS 29
 METER NUMBER 482108029
 METER READ DATE 7/13/16
 Next scheduled read 8/15/16
 RATE GS-1 General



CURRENT READING	PREVIOUS READING	USAGE 100 CU FT	BILLING FACTOR	THERMS BILLED
5406	- 5370	= 36	x 1.024900	= 37
Customer Charge 2.00				
Weighted Average Cost of Gas 37 Therms x \$0.32764 12.12				
Pipeline Costs and PGA Adjustment 37 Therms x \$0.18403 6.81				
Distribution Charge 37 Therms x \$0.21751 8.05				
Municipal Franchise Fee 0.87				
Total Gas Charges				\$29.85

CUSTOMER SERVICE & EMERGENCY SERVICE
 208-377-6840 - Boise/Treasure Valley
 1-800-548-3679 - All Other

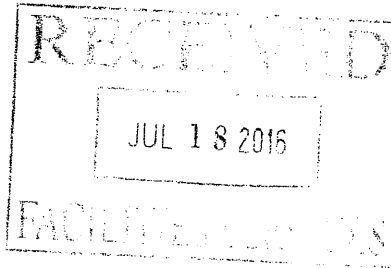
Emergencies: 24 hours a day
 Non-emergencies: Mon-Fri, 7 a.m. - 7 p.m.

Email: customerservice@intgas.com
 Mail: Intermountain Gas Company,
 Attn: Customer Service, PO Box 7608, Boise, ID 83707-1608. Please include your account number.
CALL BEFORE YOU DIG 811

August						
S	M	T	W	T	F	S
		2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Payment Due ▲
 See "Ways to Pay Your Bill" on the back of this page.

Note: Charges for current services are due and payable upon receipt of bill and are past due as noted. This bill does not extend the due date of past bills.



LACL 01 FY16

MESSAGE CENTER:

PLEASE KEEP THIS PORTION FOR YOUR RECORDS.

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT, MAKING SURE THE RETURN ADDRESS SHOWS IN THE ENVELOPE WINDOW.



In the Community to Serve

Has your mailing address or phone number changed? Check here and provide details on back.

ACCOUNT NUMBER
 030 140 3000 5

DATE DUE
 Aug 1, 2016

AMOUNT DUE
 \$29.85



IDAHO STATE UNIVERSITY
 ATTN: JAMIE HANSEN
 PO BOX 8137
 POCATELLO ID 83209-0001



PO BOX 64
 BOISE ID 83732-0064

Please enter amount enclosed

\$ 29.85

Write account number on check and make payable to IGC.

480301403000500000029850000002985

1500 ALVIN RICKEN DR

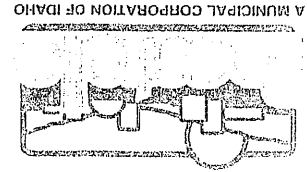
ACCOUNT NUMBER	49855-31826
CYCLE	02-27
BILL DATE	7/28/16
DUE DATE	8/15/16

LAST BILL AMOUNT 263.98
 PAYMENTS 263.98
 ADJUSTMENTS .00
 BALANCE FORWARD .00

RATE CLASS : COMMERCIAL
 Last payment amount/date: 263.98 7/13/16

SM	6/09/16	7/11/16	32	34817	1.000	TGAL	Current	305	Usage	18
SM	6/09/16	7/11/16	32	28849	1.000	TGAL	Current	2916	Usage	15
WA	6/09/16	7/11/16	32	34676	1.000	TGAL	Usage	2913	Usage	33
WA	6/09/16	7/11/16	32				Usage	87	Usage	0

Service	WA	LINE SERVICE CHARGE	3.00	Consumption	Charge	17.70	31.91
WA	LINE SERVICE CHARGE	3.00			5.46		
WA	LINE SERVICE CHARGE				8.75		
SM	LINE SERVICE CHARGE				17.70		
SM	LINE SERVICE CHARGE				52.02		
SM	CONSUMPTION	TOTAL SUMMERLINE WATER	18.00		17.70		
FL	4 INCH FIRE LINE	6/30/16	7/31/16		8.90		
SM	BILLING FEE				6.25		
SM	CONSUMPTION	TOTAL SEWER	3.00		12.57		
GA	GARBAGE BILLING CHG	6/30/16	7/31/16		1.68		
GA	GARBAGE-CONTAINER	6/30/16	7/31/16		151.82		
GA	CONTAINER RENTAL	6/30/16	7/31/16		10.03		
	TOTAL GARBAGE						163.53
	TOTAL CURRENT CHARGES						292.88
	BALANCE FORWARD						.00
	TOTAL AMOUNT DUE						292.88



Handwritten signature

4(b)

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: July 25, 2016
 Account No: 3624.001
 Invoice No: 22873

Re: PDA - Positron

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

Professional Services

		<u>Hours</u>	<u>Amount</u>
3/28/2016	CWC Continue drafting execution documentation; e-mail to Curtice Smith	3.00	675.00
3/29/2016	CWC E-mail to PDA re status of sheriff's sale documentation and submission to Alliance Title for review and approval	0.10	22.50
4/4/2016	CWC Review e-mail from Tiffany re fees for sheriff's sale and review of documentation by Tranmer; e-mail to Tiffany re statutory fees for sheriff	0.20	45.00
4/5/2016	CWC Telephone conference with Terra of Sheriff's office re sheriffs fees for sale	0.10	22.50
	CWC E-mail to Tiffany Olsen re sheriff's fees and costs; review Tiffany's response re administrative fees	0.20	45.00
	CWC Review e-mail from Curtice Smith re approval of sheriff's sale documents and query as to language for sheriff's deed; e-mail to Curtice re review of documents by Tranmer and Smith	0.20	45.00
4/8/2016	CWC Review analysis of documentation by Tiffany Olsen and final review by Smith and Tanner	0.20	45.00
4/12/2016	CWC Review e-mail from Tiffany Olsen re need to change title of Scott from President to Chairman; e-mail to parties re modification and moving forward with sheriff's sale	0.20	45.00
4/19/2016	CWC Telephone conference with Judge Brown's clerk re Judge being out of town but deliver Order and Judge will sign when he returns; conference with Judge Brown's clerk to deliver documentation; file Affidavit with Court; telephone conference with Curtice Smith re filing of Affidavit, delivery of Order for Sale and coordination of sale with sheriff	1.00	225.00

		<u>Hours</u>	<u>Amount</u>
5/9/2016	CWC E-mail to parties re recording of Order for Sale, issuance of Writ of Execution and coordinating sale with sheriff's office	0.10	22.50
5/11/2016	CWC Finalize sheriff's sale document and prepare packets; conference with sheriff's office re sheriff's sale	1.00	225.00
5/12/2016	CWC E-mail to parties re delivery of documents to sheriff for coordination of sheriff's sale	0.10	22.50
5/16/2016	CWC Telephone conference with Terra at sheriff's office re Instructions From Judgment Creditor, notices to be provided to parties and checks for sheriff's costs and recording fees	0.20	45.00
	CWC Telephone conference with Terra of Sheriff's office re possible street address for property	0.10	22.50
5/17/2016	CWC Review e-mail from Terra at sheriff's office re street address of property and sale of leasehold interest	0.10	22.50
5/23/2016	CWC Review Notice of Sale and revisions; e-mail to all parties re sale date	0.20	45.00
5/24/2016	CWC Review Oaas e-mail re numbers of bidders at sheriff's sale; e-mail to Oaas	0.20	45.00
	CWC Review e-mail from Tiffany re lease information from ISU for facility	0.10	22.50
5/25/2016	CWC Review e-mail from Terra re Notice of Sale to be sent to Idaho State Journal; review e-mail re sheriff's sale date and publication dates; review Notice of Sale; e-mail to Lorie Davie re need for modifications to formatting of Notice of Sale before publication	0.60	135.00
	CWC Telephone conference with Tiffany re sale of property, time frames and options for lease to ISU	0.10	22.50
5/26/2016	CWC Review e-mail from Idaho State Journal and requested modifications to Notice of Sale	0.20	45.00
5/27/2016	CWC Review Judgment and Decree of Foreclosure; review issues as to redemption period and third party bidding; telephone conference with Tiffany re ISU's lease proposal and use of facility; e-mail to Scott Smith re contact by Oaas with questions as to sale	0.40	90.00
6/7/2016	CWC Telephone conference with Scott Smith re query of Oaas re bidders at sheriff's sale, bidding procedures and issuance of title policy	0.20	45.00
6/8/2016	CWC Telephone conference with Terra at sheriff's office re failure of sheriff's office to timely post notices and need to reschedule sale; review statutes and notice requirements and need to postpone to meet statutory requirements	0.30	67.50

		<u>Hours</u>	<u>Amount</u>
6/9/2016	CWC Telephone conference with Terra at sheriff's office re revised Notice of Sale; county paying costs of first publication due to failure to timely post notice; review revised notice of sale; review Terra's e-mail to Idaho State Journal; e-mail to Idaho State Journal re minor typographical revisions to notice	0.40	90.00
6/24/2016	CWC Review e-mail from Tiffany Olsen re sheriff's sale; e-mail to Tiffany and Scott Smith re attendance at sale	0.20	45.00
6/27/2016	CWC Draft Sheriff's Certificates for credit bid and cash bid; review Judgment and Decree and Findings and Conclusions; calculate bid amount; e-mail to Scott Smith re review of certificates and bid	2.50	562.50
6/28/2016	CWC Review Scott Smith e-mail re bidding; e-mail to Scott re status and protocol; review Tiffany's e-mail re site of sale and contact with Smith	0.30	67.50
6/29/2016	CWC Telephone conference with Curtice Smith at Alliance re sheriff's sale documents and underwriter requirements	0.20	45.00
	CWC Conference with Scott Smith re sheriff's sale; review Judgment and Decree; modify calculations to factor in offset of interest; review issues as to redemption, deficiency and bid amount	0.70	157.50
7/5/2016	CWC Prepare for sheriff's sale; telephone conference with Terra at sheriff's office re sale of leasehold interest; telephone conference with Patriot Lending re sale of leasehold interest and purchase price/credit bid; attend sheriff's sale; conference with Tiffany Olsen and Scott Smith re redemption rights, issuance of title policy, reasonable rental and lease with ISU; e-mail to Curtice Smith re credit bid amount and issuance of Sheriff's Certificate; conference with Terra to deliver check for sheriff's fees and recording costs	3.00	675.00
7/6/2016	CWC Review e-mail from Curtice Smith re updated information as to sheriff's sale	0.10	22.50
7/8/2016	CWC Review Oaas e-mail re status of sheriff's sale, procedures and conclusion; e-mail to Oaas with response to queries	0.30	67.50
7/15/2016	CWC Review e-mail from Tiffany requesting Sheriff's Certificate; e-mail to Tiffany	0.20	45.00
	For professional services rendered	<u>17.00</u>	<u>\$3,825.00</u>
	Additional Charges :		
5/3/2016	Bannock County Recorder - Recording Order for Sale		112.00
	Bannock County Clerk - Issuing Writ of Execution		2.00
5/11/2016	Bannock County Sheriff - Sheriff's costs		100.00
	Bannock County Recording - recording costs for sheriff's sale documents		80.00

	<u>Amount</u>
5/16/2016 Bannock County Sheriff - Sheriff's costs for service/ mailing	120.00
5/25/2016 Idaho State Journal - Publication Fee for Notice of Sale	1,003.15
7/5/2016 Bannock County Sheriff - Fees for sale and recording	131.00
7/11/2016 Bannock County Sheriff - Additional recording fee	1.00
Total costs	<u>\$1,549.15</u>
Total amount of this bill	<u>\$5,374.15</u>
Previous balance	\$11,645.50
4/27/2016 Payment - Thank You	<u>(\$11,645.50)</u>
Total payments and adjustments	<u>(\$11,645.50)</u>
Balance due	<u><u>\$5,374.15</u></u>

Arbitrage Compliance Specialists, Inc.
5975 South Quebec Street #205
Centennial, CO 80111
Phone: (303) 756-5100 or (800) 672-9993
Fax: (303) 756-0901 or (800) 756-6505
General Email: arbitrage@rebatebyacs.com
Web: www.rebatebyacs.com

Invoice

To: Ms. Joyce Stroschein, CPA, CGFM, Chief Financial Officer
City of Pocatello, Idaho
P.O. Box 4169
Pocatello, ID 83205-4169

Invoice#: **1015790**
PO#:
Date: 02/17/16 - *Dated prior to signed engagement letter.*
Control#: 9.00
PAR: \$6,775,000.00
Bond: Pocatello Development Authority,
Revenue Allocation (Tax Increment)
Refunding Bonds 2012 Series A

Description	Amount
Arbitrage Rebate Calculation Interim 01/24/15 - 01/24/16	\$1,000.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
	\$0.00
Total	\$1,000.00
	\$0.00
Less Pre-payment	\$0.00
Balance Due	\$1,000.00

PAYMENT DUE UPON RECEIPT (may be paid from proceeds of the bonds)
Make checks payable to: Arbitrage Compliance Specialists, Inc.
Please remit a copy of this invoice with your payment.

AGENDA ITEM

NO. 5

Deaton & Company, Chartered
Certified Public Accountants
215 North 9th, Suite A
Pocatello, Idaho 83201-5278
(208) 232-5825

Members of Idaho Society of Certified Public Accountants
Members of American Institute of Certified Public Accountants

**DEATON
COMPANY**

Pocatello Development Authority
911 N. 7th Ave.
Pocatello, Idaho 83201

We are pleased to confirm our understanding of the services we are to provide Pocatello Development Authority for the year ended September 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Pocatello Development Authority as of and for the year ended September 30, 2016. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Pocatello Development Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Pocatello Development Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Combining and individual fund financial statements.

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplemental information referred to in the first paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Pocatello Development Authority and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Pocatello Development Authority's financial statements. Our report will be addressed to management and the governing board of Pocatello Development Authority. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Pocatello Development Authority is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and

detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Pocatello Development Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Pocatello Development Authority in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities; to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include

informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud, and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we may report.

You are responsible for the preparation of the supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's view on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Pocatello Development Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Deaton & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Deaton & Company personnel. Furthermore, upon request, we may provide

copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Doran Lambson, CFE, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Audit Fees

We estimate that our fees for the audit services will not exceed \$4,130 plus out-of-pocket costs (such as report reproduction, word processing, postage, photocopies, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Non-Attest Services and Fees

Estimates do not include additional nonattest services, if any. Additional nonattest services (such as reconciling trial balance accounts, preparing purposed adjusting entries, assisting in posting approved adjusted journal entries to the general ledger and any other nonattest bookkeeping services to complete the audit) will be billed out at our standard hourly rates. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to Pocatello Development Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Stanton & Company

Pocatello, Idaho
July 28, 2016

RESPONSE:

This letter correctly sets forth the understanding of Pocatello Development Authority

By: *Scott Smith*

Title: President PDA

Date: 8/17/2016

AGENDA ITEM

NO. 6

LEASE AGREEMENT FOR SPACE

THIS LEASE AGREEMENT FOR SPACE ("Lease Agreement") is entered effective upon the date of the last required signature (the "Effective Date"), by and between POCATELLO DEVELOPMENT AUTHORITY, an urban renewal agency formed under the laws of the State of Idaho, 911 N. 7TH AVENUE, PO BOX 4169, POCATELLO, ID 83201, ATTN: PDA Legal Counsel (the "Lessor") , and the STATE OF IDAHO, by and through IDAHO STATE UNIVERSITY (the "Lessee"), for the leasing of that real property described below and referred to as the "Premises." The Lessor and the Lessee may be referred to collectively as the "Parties." The Parties specifically agree and acknowledge that the approval signature of the Leasing Manager, Division of Public Works, Department of Administration, is a required signature.

WITNESSETH

WHEREFORE, in consideration of the mutual covenants, agreements, and conditions contained in this Lease Agreement, the Parties agree as follows.

1. LEASE OF PREMISES. The Lessor does hereby demise and lease to the Lessee the Premises situated in the City of POCATELLO, County of BANNOCK, State of Idaho, known and described as follows: 1500 ALVIN RICKEN DRIVE, POCATELLO, IDAHO. The lease of the Premises includes the right, together with other tenants of the Building and their employees and business invitees, to use the common public areas of the Building for their intended use and subject to the other provisions of this Lease Agreement but includes no other rights not specifically set forth herein.

2. TERM. The term of this Lease Agreement is SIXTY (60) months. As time is of the essence, the term of this Lease Agreement shall begin on JULY 18, 2016 and shall end at midnight on JUNE 30, 2021. The Parties agree that this Lease Agreement is subject to the termination, expiration and renewal rights set forth in this Lease Agreement. The Lessee may, at the expiration of the term of this Lease Agreement and without the necessity of renewing said Lease Agreement, continue in its occupancy of the Premises on a month-to-month basis upon the terms and conditions set forth in this Lease Agreement for a period not to exceed one (1) year. The Lessor may terminate the Lessee's month-to-month occupancy upon thirty (30) days' prior written notice to the Lessee.

3. PAYMENT. The Lessee shall pay to Lessor a fixed payment for the term of this Lease Agreement in monthly installments of \$500.00. The lease payment shall be computed at a rate of \$0.2273 per square foot, per year. The total square footage of the Premises is 2,200, subject to measurement using BOMA standard. More specifically, Lessee shall lease areas ACE105 (hall) and ACE104 (entry chamber), but not ACE 100, 101, 103, or 106 (office areas and adjacent hallway). The total yearly lease payment is \$6,000.00, plus all utilities. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Within thirty (30) days of receipt, Lessee shall forward the rent payment, utility payment, and copies of the utility bills to Lessor. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit. First month rent and utilities shall be prorated.

4. ACCEPTANCE OF PREMISES. Lessee waives inspection prior to start of the lease. At Lessee's discretion, Lessee may have particular conditions or parts of the Premises inspected by one trained or familiar with building inspections.

5. NO WASTE; REPAIRS. Lessee will not commit waste on the Premises, nor will it disfigure or deface any part of the building, grounds, or any other part of the Premises, including fixtures. Lessee further covenants that upon return, the Premises will be in the same condition as originally received, reasonable wear and tear excepted. Any repairs shall be done in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations.

6. SERVICES AND PARKING.

A. Lessee's Responsibilities. The Lessee will provide, perform and pay for the services and maintenance applicable to the Premises as follows:

1. Utilities:

- Domestic water and sewer.
- Electricity.

Natural gas.

Irrigation.

2. Facility Repair and Maintenance:

General building structure and related equipment (interior and exterior).

Heating system and related equipment.

Cooling and air handling system and related equipment.

Electrical system and related equipment.

Sewer and plumbing systems and related equipment.

Exterior lighting, including replacement of bulbs and tubes.

Cleaning grounds and parking areas.

Common area janitorial service as needed.

Trash removal from property weekly.

Furnishing of all washroom materials, including paper products, soap, cleaning supplies and equipment.

Light bulb and fluorescent tube replacement.

Outside ground maintenance shall be provided on an "as needed" basis.

Snow removal as needed.

Lawn and shrubbery care weekly during season.

3. Custodial Services:

Complete janitorial service as needed

Trash removal from Premises as needed

Window cleaning as needed

Shampoo carpet as needed.

B. Parking: A total of FIVE (5) lighted and paved automotive parking spaces will be maintained by Lessee with adequate ingress and egress available. Handicapped spaces will be provided equal to the requirements of the Americans with Disabilities Act (ADA).

7. SPECIAL PROVISIONS.

A. Taxes. Lessor shall pay and discharge all taxes and assessments whatsoever charged against the Premises whether charged by federal, state, county, city or other public authority.

8. FAILURE TO REPAIR, MAINTAIN OR SERVICE. Notwithstanding paragraph 6, in the event that the Lessor shall fail or refuse to make such repairs, perform such maintenance, provide services, or to take any other action required of the Lessor pursuant to this Lease Agreement, Lessee shall give Lessor reasonable notice, defined as 30 days, and time to cure and, failing such cure, Lessee may, at its option, make such repairs, perform such maintenance, provide such services, or take any such action, and deduct such sums expended doing so from the lease payments due to the Lessor. In the event that such failure or refusal prevents Lessee from occupying any or all of the Premises, Lessee may deduct a pro rata sum from its lease payments equal to the greater of the monthly cost per square foot of those Premises not acceptable for occupancy or the actual cost incurred by the Lessee to secure and occupy alternate premises. Lessee's decision to exercise this remedy shall not be deemed to limit its exercise of any other remedy available under this Lease Agreement, at law or in equity.

9. PERSONAL INJURY DAMAGES. Subject to any applicable provisions of the Idaho Tort Claims Act, Lessee agrees to defend and hold Lessor harmless for any and all claims based on proven personal injury damages suffered by public business invitees of the Lessee, provided, however, that Lessee shall have such obligation only for injuries and damages resulting from the negligent acts or omissions of employees of the Lessee and shall have no such obligation related to acts or omissions of employees or invitees of the Lessor.

10. PERSONAL INJURY DAMAGES. Subject to any applicable provisions of the Idaho Tort Claims Act, Lessor agrees to defend and hold Lessee harmless. for any and all claims based on proven personal injury damages suffered by public business invitees of the Lessor, provided, however, that Lessor shall have such obligation only for injuries and damages resulting from the negligent acts or omissions of employees of the Lessor and shall have no such obligation related to acts or omissions of employees or invitees of the Lessee.

11. USE OF PREMISES. Lessee shall use the Premises for the following purposes: TO CONDUCT THE BUSINESS OF IDAHO STATE UNIVERSITY. Lessor warrants that, upon delivery, the Premises will be in good, clean condition

and will comply with all laws, regulations or ordinances of any applicable municipal, county, state, federal or other public authority respecting such use as specified above, including but not limited to health, safety and building codes specified in Paragraph 28 of this Lease Agreement. Lack of compliance shall be an event of default and shall be grounds for termination of this Lease Agreement.

12. FIRE OR DAMAGE.

A. Damage or Destruction Renders Premises Unfit for Occupancy. If, during the term of this Lease Agreement, the Premises, or any portion thereof, shall be destroyed or damaged by fire, water, wind or any other cause not the fault of Lessee so as to render the Premises unfit for occupancy by Lessee, this Lease Agreement shall be automatically terminated and at an end. Lessee shall immediately surrender the Premises to Lessor and shall pay rent only to the time of such surrender. If comparable and acceptable office space can be provided by the Lessor within thirty (30) days of the date of destruction or damage, the Lessee may elect, at its sole option, to relocate to such substitute office space and all relocation costs shall be at the sole expense of the Lessor. Rents will be continued upon occupancy at the lesser of: (i) the current lease rate; or (ii) the market rate for the substitute space. Such relocation shall be for the remainder of this Lease Agreement or any extension.

B. Some Portion Fit for Occupancy. Notwithstanding any other provision of this Lease Agreement, if less than fifty percent (50%) of the Premises are destroyed or damaged, and if that portion of the Premises may be restored within ninety (90) days to as good a condition as originally received, the Lessee may elect to continue this Lease Agreement and Lessor shall have the option to restore the Premises. Lessee shall give written notice of its intention to continue this Lease Agreement within thirty (30) days after such damage or destruction occurs. If Lessor does not elect to restore the Premises, the Lessor shall provide the Lessee with written notice of that fact and this Lease Agreement shall automatically terminate effective as of the date of destruction or damage.

If the Lessor elects to restore or rebuild pursuant to the option provided in paragraph 12.B.), the rents otherwise due Lessor by Lessee shall be abated equal to the monthly cost per square foot of the unoccupied Premises for that period of time during which restoration or rebuilding of the Premises occurs. If the Lessee is unable to occupy all or part of the Premises during the restoration, then, at the option of the Lessee, the Lessee may be relocated to comparable and acceptable office space and all relocation costs shall be at the sole expense of the Lessor. If such restoration or rebuilding exceeds ninety (90) days beyond the date of the destruction or damage to the Premises, Lessee may terminate this Lease Agreement without liability of any kind save payment for actual occupancy of the Premises prior to termination.

C. Prepaid Rent. In the event that this Lease Agreement is terminated as the result of damage or destruction to the Premises during any period of its term for which the Lessee has prepaid rent, the Lessor shall, within ten (10) days from the date of notification of termination by the Lessee, refund the full amount of any prepaid rent not then applied to a period of the Lessee's actual occupancy of the Premises. In the event that the Lessor does not timely remit the full amount of any prepaid rent to the Lessee, the Lessee shall be entitled to collect the full amount of its prepaid rent from insurance proceeds in the manner set forth in this Lease Agreement.

13. ALTERATIONS. Except as otherwise agreed, subsequent to the Effective Date and during the term of this Lease Agreement and any extension, neither Lessor nor Lessee shall make any alterations, additions or improvements to the Premises without the prior written consent of the other. Any and all alterations and improvements made by Lessee shall be made at Lessee's sole expense and, subject to the exception for Trade Fixtures provided below, shall, upon termination of this Lease Agreement, and without disturbance or injury, become the property of the Lessor, and shall remain in and be surrendered with the Premises. Any such alterations, whether performed by Lessor or Lessee, must be made in a workmanlike manner and must comply with all applicable codes, ordinances, rules and regulations. Notwithstanding any other provision of this Lease Agreement, Trade Fixtures, as defined in this Lease Agreement, installed by Lessee shall, at the option of the Lessee, not become the property of the Lessor and, upon the termination of this Lease Agreement, the Lessee may remove such Trade Fixtures provided said removal does not cause any damage to the leased premises or HVAC systems of the facility and return the Premises in as close to original condition as possible, reasonable wear and tear excepted. For purposes of this Lease Agreement, a Trade Fixture is defined as personal property used by the Lessee in the conduct of its business and includes items such as, but not limited to, shelves and reception counters.

14. DEFAULT. In the event that either party shall default in the performance of any material term, covenant, or condition of this Lease Agreement, the party not in default may at its option terminate this Lease Agreement. The party alleging default must provide written notice of said default, specifying the alleged default, and the receiving party shall have fifteen (15) business days to cure or shall immediately provide written documentation that it is proceeding to cure the default in an expedited manner (e.g., working overtime, express delivery, etc.). Should Lessee be in default by surrendering occupancy of

the Premises in some manner violative of the terms of the Lease Agreement, Lessor may reenter the Premises without affecting its right of recovery of accrued rent therefore; provided, however, the Lessor shall exercise due diligence to mitigate any and all future losses of rent or damages that may result due to the failure of the Lessee to occupy the Premises.

15. SUFFICIENT APPROPRIATION BY LEGISLATURE REQUIRED. It is understood and agreed that the Lessee is a governmental entity, and this Lease Agreement shall in no way or manner be construed so as to bind or obligate the State of Idaho beyond the term of any particular appropriation of funds by the State legislature as may exist from time to time. The Lessee reserves the right to terminate this Lease Agreement in whole or in part if, in its judgment, the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for Lessee to continue such lease payments, or requires any return or "give-back" of funds required for the Lessee to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending. All affected future rights and liabilities of the Parties shall thereupon cease within ten (10) days after the notice to the Lessor. It is understood and agreed that the lease payments provided for in this Lease Agreement shall be paid from State legislative appropriations.

16. ASSIGNMENT BY LESSEE – RIGHT TO TERMINATE LEASE AGREEMENT AT DIRECTION OF IDAHO DEPARTMENT OF ADMINISTRATION. The parties to this Lease Agreement recognize and agree that Lessee, as an agency of the State of Idaho, is subject to the direction of the Idaho Department of Administration pursuant to Title 67, Chapter 57, Idaho Code, and, specifically, the right of that Department to direct and require Lessee to remove its operations from the Premises and relocate to other facilities owned or leased by the State of Idaho. Accordingly, it is agreed that, upon the occurrence of such event, Lessee may terminate this Lease Agreement at any time after a one (1) year period from the date of the commencement of the Lease Agreement as determined under Paragraph 2, provided that Lessor is notified in writing ninety (90) days prior to the date such termination is to be effective. Such action on the part of the Lessee will relieve the Lessee and the State of Idaho of liability for any rental payments for periods after the specified date of termination or the actual date of surrender of the Premises, if later.

17. OFFICIALS, AGENTS AND EMPLOYEES OF LESSEE NOT PERSONALLY LIABLE. It is agreed by and between the Parties that in no event shall any official, officer, employee or agent of the State of Idaho be in any way liable or responsible for any covenant or agreement contained in this Lease Agreement, express or implied, nor for any statement, representation or warranty made in or in any way connected with this Lease Agreement or the Premises. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the State of Idaho shall have any personal liability or responsibility under this Lease Agreement, and the sole responsibility and liability for the performance of this Lease Agreement and all of the provisions and covenants contained in this Lease Agreement shall rest in and be vested with the State of Idaho.

18. RELATION OF PARTIES. The Parties agree and acknowledge that neither shall be considered the employer, agent, representative, or contractor of the other by reason of this Lease Agreement.

19. NOTICES. Any notice required to be served in accordance with the terms of this Lease Agreement shall be sent by registered or certified mail. Any notice required to be sent by the Lessee shall be sent to the Lessor's last known address at C/O DEAN TRANMNER, PDA ATTORNEY, 911 N. 7TH AVENUE, P.O. BOX 4169, POCATELLO, ID 83201 and any notice required to be sent by the Lessor shall be sent to the address of the Premises and to the Lessee's address in POCATELLO, i.e., 921 SOUTH 8TH AVENUE, STOP 8137, POCATELLO, ID 83209. A copy of any such notice shall also be sent to the Department of Administration, Division of Public Works, Attn: State Leasing Manager, Post Office Box 83720, Boise, ID 83720-0072. In the event of a change of address by either Lessor or Lessee, the Parties agree to notify each other in writing within ten (10) days of the date of any such change.

20. INSURANCE. The Lessor shall maintain an insurance policy (or policies) for the purpose of insuring any property and liability risks regarding the Premises. Any such policy obtained by the Lessor shall be at its sole and absolute expense, and Lessee shall have no obligation to obtain or pay for such insurance. The Lessee acknowledges that its personal property is subject to coverage in accordance with state law. Lessee's general liability coverage is provided through a self-funded liability plan administered by the State of Idaho Risk Management Program and is subject to the Idaho Tort Claims Act, Idaho Code sections 6-901 through 6-929. The combined, aggregate limit of liability for any once occurrence under the State of Idaho Risk Management Program and the Idaho Tort Claims Act is \$500,000. Evidence of financial responsibility will be provided upon request and will consist of a Certificate of Financial Responsibility.

21. TERMINATION. This Lease Agreement shall automatically terminate at the end of its term unless otherwise continued, terminated, or renewed in accordance with the terms of this Lease Agreement. Notwithstanding any other provision of this Agreement, either party may terminate this Lease Agreement, without cause, upon thirty (30) days written notice.

22. HEIRS AND ASSIGNS. The terms of this Lease Agreement shall apply to the heirs, executors, administrators, successors and assigns of both the Lessor and the Lessee in like manner as to the original parties. Any assignment of this Lease Agreement must be approved by the State Board of Examiners in accordance with Idaho Code § 67-1027. If the Lessor assigns its interest in this Lease Agreement pursuant to a sale or other conveyance of the Premises (except a conveyance as contemplated by Paragraph 36) to a person or entity expressly assuming Lessor's obligations under this Lease Agreement, Lessee agrees, subject to obtaining the approval required by Idaho Code § 67-1027, to continue under this Lease Agreement and to recognize the new owner as the Lessor. This paragraph shall not in any way act as a release of any claim by Lessee as against the original Lessor nor shall it act as a waiver of any default under this Lease Agreement existing at the time of such sale or conveyance and assignment to the extent that any such default continues and remains uncured after such sale and assignment.

23. NON-WAIVER. The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants and agreements of this Lease Agreement or to exercise any option contained in this Lease Agreement shall not be construed as a waiver or relinquishment of any such covenant or agreement, but the same shall be and will remain in full force and effect unless such waiver is evidenced by the prior written consent of authorized representatives of the Lessor and Lessee.

24. MODIFICATION. This Lease Agreement may be modified only by the prior written consent of authorized representatives of the Lessor and Lessee. **Anything else contained herein notwithstanding, modifications to this Lease Agreement shall be of no force and effect until approved in writing by the Department of Administration, Division of Public Works.**

25. RENEWAL. This Lease Agreement may be renewed by the written consent of the Lessor and Lessee provided such consent is rendered sixty (60) days in advance of the expiration of the term of this Lease Agreement.

26. ASBESTOS AND HEALTH HAZARDS. Lessor agrees to comply promptly with all requirements of any legally constituted public authority made necessary by any unknown or existing health hazard including, but not limited to, such hazards which may exist due to the use or suspected use of asbestos or asbestos products in the Premises. The Lessor warrants that it has inspected the Premises for health hazards, specifically for the presence of asbestos, and the inspection has not detected asbestos, or if Lessor's inspection has revealed asbestos, then Lessor warrants that it has been removed or been encapsulated in accordance with current law and regulations. In the event that asbestos or another health hazard is discovered on the Premises, the Lessor agrees to protect the Lessee and its employees and to take immediate corrective action to cure the problem. It is agreed that, in the event the Lessee is unable to continue occupancy of the Premises due to the presence of asbestos or any other health hazard, or because of any governmental, legislative, judicial or administrative act, rule, decision or regulation, the Lease Agreement may be terminated by the Lessee upon ten (10) days' written notice to the Lessor.

27. NON-DISCRIMINATION. The Lessor hereby agrees to provide all services funded through or affected by this Lease Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and to comply with all relevant sections of: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and The Age Discrimination Act of 1975; and to comply with pertinent amendments to these acts made during the term of this Lease Agreement. The Lessor further agrees to comply with all pertinent parts of federal rules and regulations implementing these acts. The Lessor hereby agrees to provide equal employment opportunity and take affirmative action in employment on the basis of race, color, national origin, religion, sex, age, physical/mental impairment, and covered veteran status to the extent required by: Executive Order 11246; Section 503 of the Rehabilitation Act of 1973, as amended; and Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; and to comply with all amendments to these acts and pertinent federal rules and regulation regarding these acts during the term of the Lease Agreement.

28. HANDICAP ACCESSIBILITY. Lessee agrees to meet standards for handicap accessibility as set out in the American National Standards Institute (ANSI A117-1); Americans with Disabilities Act, Americans with Disabilities Accessibility

Guidelines (ADAAG) and applicable regulations; the International Building Code; all state-adopted codes and standards; and such federal regulations as may be applicable to the occupying agency.

29. CONSTRUCTION OR RENOVATION OF BUILDINGS. All buildings owned or maintained by any State government agency or entity, or which are constructed or renovated specifically for use or occupancy by any such agency or entity shall conform to all existing state codes, including but not restricted to, the Idaho General Safety and Health Standards, the International Building Code, the International Mechanical Code and the International Fire Code. If any conflict arises between applicable codes, the more stringent code shall take precedence. Prior to construction or remodeling of such buildings, where appropriate, construction plans shall be reviewed and approved by the Division of Building Safety, the State Fire Marshal's Office and the Permanent Building Fund Advisory Council.

30. LONG TERM ENERGY COSTS. Long-term energy costs, including seasonal and peaking demands upon the suppliers of energy, are to be a major consideration in the construction of all State buildings and the execution of lease agreements. Special attention shall include energy conservation considerations including: (i) Chapter 13 of the International Building Code, 2000 Edition; (ii) use of alternative energy sources; (iii) energy management systems and controls to include effective means to monitor and maintain systems at optimal operations; and (iv) "state-of-the-art" systems and equipment to conserve energy economically.

31. NON-SMOKING BUILDINGS. All State-owned or State-leased buildings, facilities or area occupied by State employees shall be designated as "non-smoking" except for custodial care and full-time residential facilities. The policy governing custodial care and full-time residential facilities may be determined by the directors of such facilities.

32. UTILITY INFORMATION. State agencies are required to develop an inventory of greenhouse gas emissions and to implement strategies to reduce greenhouse gases. The Lessor agrees to provide Lessee with ongoing permission to access the utility information of the building to determine the amount of electricity and heating fuel consumed within the Premises. If Lessee is not able to access this information directly from the utility companies, Lessor agrees to furnish said information to Lessee on a calendar year basis.

33. MATERIAL REPRESENTATIONS. The Parties agree and acknowledge that the representations and acknowledgments made in this Lease Agreement are material and the Parties have relied upon them in entering this Lease Agreement.

34. SEVERABILITY. If any term or provision of this Lease Agreement is held by the courts to be illegal or in conflict with any existing law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be continued and enforced as if the invalid term or provision were not contained in this Lease Agreement.

35. LESSOR'S RIGHT TO LEASE. The Lessor warrants that it is lawfully possessed of the Premises and has good, right and lawful authority to enter into this Lease Agreement and that the Lessor shall put the Lessee into actual possession of the Premises at the commencement of the term of this Lease Agreement and shall ensure to the Lessee the sole, peaceable, and uninterrupted use and occupancy of the Premises during the full term of this Lease Agreement and any extension.

36. MORTGAGES BY LESSOR. Lessee recognizes that Lessor may encumber the Premises by a mortgage(s) or other instrument securing Lessor's obligations to a lender. In such event, the following provisions apply as to the holder of any such mortgage or security instrument and to any person or entity acquiring an interest in the Premises through such mortgage or security interest:

A. In the event of a foreclosure or acquisition by the holder of such mortgage or security instrument (or by a third party at a foreclosure sale), this Lease Agreement shall continue in full force and effect and the holder or other acquiring party shall be entitled to the benefits of the Lessee's performance under this Lease Agreement and shall have such remedies as are available to the Lessor under this Lease Agreement with respect to any default by the Lessee then existing or thereafter occurring.

B. Upon written notification to Lessee of a completed foreclosure or other acquisition by the holder or third party purchaser at a foreclosure sale, Lessee will attorn to the acquiring party and shall thereafter perform.

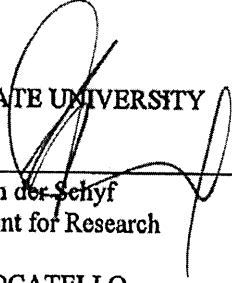
C. In the event of a foreclosure or acquisition by the holder of such mortgage or other security instrument (or by a third party purchaser at a foreclosure sale), claims by Lessee against the Lessor arising prior to acquisition by the holder or third party purchaser shall not apply to such holder or third party purchaser; provided, however, that this shall not act as a

38. COMPLETE STATEMENT OF TERMS. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Agreement, shall be deemed to enlarge, limit or otherwise affect the operation of this Lease Agreement.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

Signatures

IDAHO STATE UNIVERSITY

By: 
Cornelis Van der Schyf
Vice President for Research


8/1/16
Date

CITY OF POCATELLO

By: 
Scott Smith, PDA Chairman

7/28/2016
Date

APPROVED BY:


Linda S. Miller, Statewide Leasing Manager
Division of Public Works, Department of Administration

8/1/2016
Date

AMENDED LEASE AGREEMENT FOR SPACE

THIS AMENDED LEASE AGREEMENT FOR SPACE ("Amended Lease") is made as of the ___ day of August 2016, by and between POCATELLO DEVELOPMENT AUTHORITY, an urban renewal agency formed under the laws of the State of Idaho, 911 N. 7TH AVENUE, PO BOX 4169, POCATELLO, ID 83201, ATTN: PDA Legal Counsel (the "Lessor"), and the STATE OF IDAHO, by and through IDAHO STATE UNIVERSITY (the "Lessee").

WITNESSETH

WHEREAS, Lessor and Lessee entered into a Lease Agreement for Space ("Agreement") on July _____, 2016;

WHEREAS, the parties desire to amend the Agreement;

WHEREAS, Lessor owns additional space that Lessee would like to lease;

WHEREAS, Lessor and Lessee have determined that it is beneficial for both parties to amend the Agreement;

WHEREAS, the Lessee is legally authorized to enter into this amendment by power granted by Title 67, Chapter 57 of the Idaho Code, with the approval of the Department of Administration; and

NOW, THEREFORE, Lessor and Lessee do hereby agree as follows:

1. Section 3. Payment shall be amended to read: The Lessee shall pay to Lessor a fixed payment for the *remainder of the* term of this Lease Agreement in monthly installments of \$750.00. The lease payment shall be computed at a rate of \$0.2273 per square foot, per year. The total square footage of the Premises is 3,300, subject to measurement using BOMA standard. More specifically, Lessee shall lease areas ACE105 (hall) and ACE104 (entry chamber), *as well as* ACE 100, 101, 103, or 106 (office areas and adjacent hallway). The total yearly lease payment is \$9,000.00, plus all utilities. The lease payments shall be paid pursuant to the Lessor's timely submission of invoices for payment. Within thirty (30) days of receipt, Lessee shall forward the rent payment, utility payment, and copies of the utility bills to Lessor. It is expressly covenanted and agreed that any prepayment of rent made by the Lessee under the terms of this Lease Agreement shall be considered as an advance payment of rent only and no part thereof shall be considered as a security or cash deposit.
2. No additional provisions: The parties agree that all provisions of the original Agreement shall remain in force. No other understanding, whether oral or written, whether made prior to or contemporaneously with this Lease Amendment, shall be deemed to enlarge, limit, or otherwise affect the operation of the Agreement or Amended Lease.

IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as set forth above.

Signatures

IDAHO STATE UNIVERSITY

By: _____

Cornelis Van der Schyf

Vice President for Research

Date

CITY OF POCA TELLO

By: _____

Scott Smith, PDA Chairman

Date

APPROVED BY:

Linda S. Miller, Statewide Leasing Manager

Division of Public Works, Department of Administration

Date

Pocatello Development Authority

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

An urban renewal agency for the City of Pocatello, Idaho

July 26, 2016

Mr. Randy Broadhead
Quik & Kleen, Inc.
542 Pershing
Pocatello, ID 83201

**SENT VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

Re: Pocatello Development Authority / Positron Facility Outstanding Balance

Dear Mr. Broadhead:

As you are aware, the Pocatello Development Authority ("PDA") retained your services at the Positron Facility located at 1500 Alvin Ricken Road, Pocatello, ID. The total balance of \$11, 582.09 was paid to Quik & Kleen in two (2) payments (ICRMP issued a check in the amount of \$10,602.59 and the PDA issued a check in the amount of \$979.50). Both payments to you have been cashed.

It has come to the PDA's attention that your business has failed to pay the subcontractor, Rock Creek Fire Protection ("Rock Creek"), for its repair service at the Positron Facility in the amount of \$6,450.00. The reasoning you gave in your defense for failing to make said payment is unacceptable.

Upon review of the Proposal with Rock Creek signed by the then PDA Executive Director, the PDA may be responsible for the payment of Rock Creek. In accordance with this determination, the PDA has paid Rock Creek the outstanding amount.

The PDA is sorry to hear of your financial issues but the PDA must be made whole. Please consider this letter as the PDA's offer to cure the outstanding balance of \$6,450.00 with payment being made, via certified money order or cashier's check, no later than August 31, 2016. If payment is not received by August 31, 2016, the PDA will have no choice but to file a claim against your surety policy with State Farm Fire and Casualty Company and seek full reimbursement.

If you have any questions, please contact me.

Sincerely,



A. Dean Tranmer
Attorney for the Pocatello Development Authority

ADT/to
CC: Scott Smith, PDA Chairman









Olsen, Tiffany

From: Nichols, Anne
Sent: Friday, July 22, 2016 10:51 AM
To: Blad, Brian; Olsen, Tiffany
Subject: FW: Pocatello Development Authority/Bannock Development Corporation - Subcontractor Recommendations for Upcoming Federal Project

*H/M 7-29-16
9:30 am*

From: John Regetz [mailto:john@bannockdevelopment.org]
Sent: Friday, July 22, 2016 10:50 AM
To: Stamoulis, George
Cc: Scott Smith; Nichols, Anne; john@bdcidaho.org
Subject: Re: Pocatello Development Authority/Bannock Development Corporation - Subcontractor Recommendations for Upcoming Federal Project

Dear Mr. Stamoulis,

We would be happy to develop a list of construction subcontractors for you.

Have a great weekend,

John Regetz

On Jul 22, 2016 9:21 AM, "Stamoulis, George" <George.Stamoulis@whiting-turner.com> wrote:

Dear Mr. Chairman Scott Smith and Mr. Executive Director John Regetz,

I hope that my email finds you both well. I am reaching out to you regarding an upcoming federal project that I am certain you are aware of, the expansion of the Pocatello FBI Investigation Center. The Whiting-Turner Contracting Company has been selected by the FBI to bid this very important project.

We respectfully request your assistance regarding a potential contact list of qualified/interested subcontractors within your community to provide expertise, manpower, and materials to help construct this project.

Additionally, any information that can be provided regarding applicable city/county/state tax rates for this project would be greatly appreciated.

Please advise if you can help with this request or provide contact information to someone who may be directly responsible.

Thank you,

George Stamoulis



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George S. Stamoulis
Project Manager
The Whiting-Turner Contracting Company
6305 Ivy Lane, Suite 800, Greenbelt, Maryland 20770
Office: 240-297-3129
Mobile: 410-382-8531
www.whiting-turner.com