

# Pocatello Development Authority

Board of Commissioners Meeting  
December 21, 2016 – 11:00 a.m.  
Paradise Conference Room

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

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

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:** Fiscal Year 2016 Audit by Doran Lambson, Deaton & Company.

**Agenda Item No. 2:** Minutes.

Motion to approve and/or amend the Regular Meeting Minutes of November 16, 2016.

**Agenda Item No. 3:** Financial Report.

Motion to approve and/or amend November 2016 Income and Expenses.

**Agenda Item No. 4:** Payment Requests/Reimbursements.

**Agenda Item No. 5:** Project Updates:

- a. DeRive Power, LLC Economic Development Grant Agreement
- b. The Bridge BLGL, LLC Economic Development Grant and Loan Agreement
- c. Quik & Kleen Bond Claim
- d. VA Metals, LLC

**Agenda Item No. 6:** Discussion and Consideration regarding Project 16-25.

**Agenda Item No. 7:** Discussion regarding Goals and Projects of the PDA.

## **Executive Session:**

**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."*

## **Upcoming Events/Information:**

**Adjourn.**

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with three (3) days' advance notice by contacting Dave Hunt at [dhunt@pocatello.us](mailto:dhunt@pocatello.us); 208.234.6248 or 5815 South 5<sup>th</sup> Avenue, Pocatello, ID

**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**December 21, 2016**

**Members present:** Brian Blad (11:10 a.m.), Steve Brown, Chad Carr, Larry Fisher, Devin Hillam, Russell Meyers Scott Smith (Chairman), and Scott Turner.

**Members excused:** Thomas Ottaway

**Staff present:** Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer, Melanie Gygli, Interim Planning and Development Services Director, Joyce Stroschein, Treasurer; and John Regetz with Bannock Development Corporation (ex-officio).

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

**Introductions, Conflicts, and Agenda:** There were no conflicts disclosed and there were no deletions made to the agenda. Guests included Doran Lambson from Deaton & Company (left at 11:12 a.m.)

**1. Action and Discussion Items:**

**Agenda Item No. 1: FY2016 Comprehensive Financial Audit Report by Deaton and Company.** Doran Lambson, Auditor for Deaton and Company, provided an introduction to the Comprehensive Annual Financial Report for the year ending September 30, 2016. Lambson explained that in Deaton's opinion, the financial statements referred to in the audit present fairly, in all material respects, the respective financial position of the urban renewal activities and each major fund of the Pocatello Development authority for the 2016 fiscal year, in conformity with accounting principles generally accepted in the U.S. Lambson advised that based on his test of a sample of PDA records, the Authority is not out of compliance, and there are no material issues or deficiencies of the internal control over financial reporting. **J. Stroschein** presented a page by page summary of the financial audit. It was **MSC (D. Hillam, R. Meyers)** to adopt the FY2016 Comprehensive Financial Audit Report as presented.

**Agenda Item No. 2: Financial Report.** **Joyce Stroschein** presented the financial report for the month of November 2016. At month end, the Authority had cash on hand of \$6,304,162.56. The checking account balance was \$3,343,297.36, the savings account was \$746,419.34, and cash being held by Zions Trust amounted to \$2,514,445.86. The PDA recognized normal financial activity for the month. It received revenues totaling \$37,053.67 of which \$5,264.22 was interest earnings on the cash invested and property tax remitted. Rental income from the Positron facility was received in the amount of \$750.00. Property taxes for the North Yellowstone District was received in the amount of \$31,039.45. The transfers in revenue represent the administrative cash movements between the different districts and totaled \$165,955.64. Expenses for the month totaled \$3,029.86. The administrative expenses were \$179.86 for the lunch meeting. Professional service expense for the deposit on the appraisal at the Hoku site was \$2,000 and the PDA expended \$850.00 for dues with the Redevelopment Association of Idaho for the fiscal year of 2017. Year to date revenues of \$203,009.31 are less than the expenses of \$168,985.50. Overall net income is \$34,023.81. It was **MSC (S. Brown, B. Blad)** to approve the November 2016 financial report as presented.

**Agenda Item No. 3: Minutes.** The Minutes of the Regular Meeting and Executive Session on November 16, 2016 were reviewed. It was **MSC (C. Carr, S. Turner)** to approve the Minutes as presented.

**Agenda Item No. 4: Payment Requests/Reimbursements.** **T. Olsen** requested payment of \$3,000 to Free & Associates, the appraisal firm that completed the analysis on the Hoku property. This brings the total appraisal fee to \$5,000. It was **MSC (C. Carr, R. Meyers)** to approve payment to Free & Associates in the amount of \$3,000.

**Agenda Item No. 5: Project Updates.**

- (a.) **DeRive Power:** **T. Olsen** advised the Board she received a fully executed copy of the Economic Development Grant Agreement from DeRive on November 21, 2016. DeRive will compile the employee statistics in compliance with the Agreement before the grant of \$100,000 will be issued. **T. Olsen** will advise when that request has been made and the employee statistics have been received.
- (b.) **The Bridge BLGL, LLC:** **T. Olsen** advised that on December 8, 2016 M. Quayle and Steve Walling, the City's Electrical Inspector, performed an inspection and walk-thru of the restaurant. All upgrades to the electrical system for the main floor were determined to have been made appropriately and were operational. The grease interceptor (trap) was located in the basement. Quayle approved of the inspection. On December 12, 2016, **T. Olsen** and M. Quayle performed an inspection and walk-thru of the restaurant to ensure that the kitchen equipment identified in the Sales Agreement with Portneuf Valley Investment Partners, LLC were all installed and operational per the terms of the Loan Agreement. **T. Olsen** asked the Board for approval to pay the Grant and Loan as specified in the Agreement. It was **MSC (C. Carr, B. Blad)** to issue the Grant of \$25,000 for the electrical and grease interceptor work and to issue the loan of \$26,000 to Portneuf Valley Investment Partners, LLC for the relocation and installation of the kitchen equipment. **Chairman Smith** asked what the terms were for the repayment of the loan? **T. Olsen** provided that the Agreement stated the full amount of the loan, with interest of prime plus 1% beginning in the 2<sup>nd</sup> year, would be paid within 5 years from the date the loan was issued. The Board questioned if quarterly or annual payments would be more appropriate. It was determined to be an oversight by the Board in their review and approval of the Agreement. **T. Olsen** was directed to prepare an Addendum to the Contract with the repayment to be made quarterly and have the same executed with the delivery of the check.
- (c.) **Quik & Kleen Bond Claim:** **T. Olsen** advised the PDA received payment from State Farm Fire and Casualty on December 8, 2016 in the full amount of the claim of \$6,450.00 and the claim has been closed.
- (d.) **VA Metals, LLC:** **T. Olsen** advised the appraisal has been received from Free & Associates with a land value (without improvements or infrastructure) of \$1,030,000. The property was valued in a hypothetical condition of being vacant with no improvements or infrastructure in place at \$15,023 per acre. The appraisers were not provided with an estimate for the demolition costs for the buildings and therefore based their estimate of \$1.2M on the Marshall Valuation Manual which targeted an average of \$8.00 per square foot for demolition. With the administration, control/maintenance, post processing, reactor and waste treatments buildings being evaluation at this average, it totaled \$1.15M with the addition of 5% for an

entrepreneurial incentive (which is required for a developer to demolish existing improvements). They analyzed the market area data, property-specific market data, zoning land-use data and current data on comparable listings and transactions. They also interviewed people familiar with the subject property. They provided 6 comparable properties which were summarized. **Chairman Smith** asked T. Olsen to contact VA's attorneys and Gary Free to see if a revised appraisal could be performed to take into account the infrastructure improvements, specifically the power source, on the property to add to the value noted in the appraisal. **T. Olsen** also advised the Board she understood the gap assessment to be completed in the next 6 weeks or so. She will continue to keep in contact with Ben Krause, the facility manager, and VA's attorneys to ensure the project continues to move forward. **C. Carr** asked M. Quayle about the stormwater retention ponds and if the City had decided to move forward with one shared pond or two smaller separate ponds. **M. Quayle** advised it was his opinion 2 separate ponds would be desirable and given the respective infiltration rates, a smaller pond could be utilized and still meet the specifications of the Storm Water Manual. When greater detail is known, M. Quayle will provide the Board with an update.

## 2. Executive Session:

**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 (B. Blad, R. Meyers)** 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, Meyers, Smith and Turner; Nays: None**). The Board adjourned to executive session at approximately 11:30 a.m. Potential businesses who are interested in relocating to the Pocatello area and are in competition with other jurisdictions were discussed. The Board reconvened to regular session at 12:11 p.m.


## 3. Action and Discussion Items:

**Agenda Item No. 6: Discussion and Consideration of Project 16-25:** This item was not discussed.

**Agenda Item No. 7: Discussion regarding Goals and Projects of the PDA:** **Chairman Smith** encouraged the Board to think about where it would like to see the Board taking action in the next year. This action could be inside a TIF District or even a project within the PDA's jurisdiction. He thought a more proactive approach could be discussed at the next meeting and would like the Board's input at that time.

## 4. Adjournment:

There being no additional business, the meeting adjourned at 12:18 p.m.

By:   
Tiffany G. Olsen, Secretary


**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**MEETING EXECUTIVE SESSION**  
**December 21, 2016**

**Members present:** Brian Blad (11:10 a.m.), Steve Brown, Chad Carr, Larry Fisher, Devin Hillam, Russell Meyers, Scott Smith (Chairman), and Scott Turner.

**Members absent:** Thomas Ottaway

**Staff present:** Dean Tranmer and Tiffany Olsen, City Legal Dept.; Merrill Quayle, Development Engineer, Melanie Gygli, Interim Planning and Development Services Director, Joyce Stroschein, Treasurer; and John Regetz with Bannock Development Corporation (ex-officio).

The Board of Commissioners adjourned from regular session into executive session at 11:30 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 (B. Blad, R. Meyers)** 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, Meyers, Smith and Turner; Nays: None).** Potential businesses who are in competition with other jurisdictions were discussed. The Board reconvened to regular session by **MSC (B. Blad, R. Meyers)** at 12:11 p.m.

By:   
Tiffany G. Olsen, Secretary

AGENDA ITEM

NO. 2

AGENDA ITEM

NO. 3

Pocatello Development Authority  
**Balance Sheet by Class**  
 As of November 30, 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>
<b>ASSETS</b>						
<b>Current Assets</b>						
<b>Checking/Savings</b>						
Checking Wells Fargo	2,428,093.68	87,799.49	396,773.30	101,214.76	329,416.13	3,343,297.36
Savings Wells Fargo	746,383.14	36.20	0.00	0.00	0.00	746,419.34
Zions 2012 Bnd Fnd 7110526D	0.00	6.61	0.00	0.00	0.00	6.61
Zions Bnd Reserve Fnd 7110526B	0.00	677,652.19	0.00	0.00	0.00	677,652.19
Zions Rev Alloc Fnd 7110526	0.00	1,536,787.06	0.00	0.00	0.00	1,536,787.06
<b>Total Checking/Savings</b>	<b>3,174,476.82</b>	<b>2,302,281.55</b>	<b>396,773.30</b>	<b>101,214.76</b>	<b>329,416.13</b>	<b>6,304,162.56</b>
<b>Other Current Assets</b>						
A/R accounts	6,450.00	0.00	0.00	0.00	0.00	6,450.00
Accrued Interest Income	16,786.74	168.24	0.00	0.00	0.00	16,954.98
Property Tax Receivable	0.00	31,587.23	0.00	73,911.63	0.00	105,498.86
<b>Total Other Current Assets</b>	<b>23,236.74</b>	<b>31,755.47</b>	<b>0.00</b>	<b>73,911.63</b>	<b>0.00</b>	<b>128,903.84</b>
<b>Total Current Assets</b>	<b>3,197,713.56</b>	<b>2,334,037.02</b>	<b>396,773.30</b>	<b>175,126.39</b>	<b>329,416.13</b>	<b>6,433,066.40</b>
<b>Other Assets</b>						
Inventory - Leasehold	424,779.00	0.00	0.00	0.00	0.00	424,779.00
Note Receivable	50,000.00	0.00	0.00	0.00	0.00	50,000.00
<b>Total Other Assets</b>	<b>474,779.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>474,779.00</b>
<b>TOTAL ASSETS</b>	<b><u>3,672,492.56</u></b>	<b><u>2,334,037.02</u></b>	<b><u>396,773.30</u></b>	<b><u>175,126.39</u></b>	<b><u>329,416.13</u></b>	<b><u>6,907,845.40</u></b>

Pocatello Development Authority  
**Balance Sheet by Class**  
 As of November 30, 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>
<b>LIABILITIES &amp; FUND BALANCE</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
<b>Other Current Liabilities</b>						
Deferred Receivables	6,450.00	0.00	0.00	0.00	0.00	6,450.00
<b>Total Other Current Liabilities</b>	<u>6,450.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>6,450.00</u>
<b>Total Current Liabilities</b>	6,450.00	0.00	0.00	0.00	0.00	6,450.00
<b>Long Term Liabilities</b>						
Deferred Interest Receivable	16,786.74	0.00	0.00	0.00	0.00	16,786.74
Deferred Notes Receivable Rev	50,000.00	0.00	0.00	0.00	0.00	50,000.00
Deferred Tax Revenues	0.00	0.00	0.00	73,911.63	0.00	73,911.63
<b>Total Long Term Liabilities</b>	<u>66,786.74</u>	<u>0.00</u>	<u>0.00</u>	<u>73,911.63</u>	<u>0.00</u>	<u>140,698.37</u>
<b>Total Liabilities</b>	73,236.74	0.00	0.00	73,911.63	0.00	147,148.37
<b>Fund Balance</b>						
Fund Balance	3,438,647.62	2,427,770.09	420,396.34	114,751.73	329,416.13	6,730,981.91
Net Income	160,608.20	-93,733.07	-23,623.04	-13,536.97	0.00	29,715.12
<b>Total Fund Balance</b>	<u>3,599,255.82</u>	<u>2,334,037.02</u>	<u>396,773.30</u>	<u>101,214.76</u>	<u>329,416.13</u>	<u>6,760,697.03</u>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>	<u><u>3,672,492.56</u></u>	<u><u>2,334,037.02</u></u>	<u><u>396,773.30</u></u>	<u><u>175,126.39</u></u>	<u><u>329,416.13</u></u>	<u><u>6,907,845.40</u></u>

Pocatello Development Authority  
**Profit & Loss by Class**  
 November 2016

	<u>1-General Fund</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordnance</u>	<u>6-North Portneuf</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Interest Income	18.41	5,245.81	0.00	0.00	5,264.22
Property Taxes	0.00	31,039.45	0.00	0.00	31,039.45
Rental Income	750.00	0.00	0.00	0.00	750.00
Transfers in	165,955.64	0.00	0.00	0.00	165,955.64
<b>Total Income</b>	<u>166,724.05</u>	<u>36,285.26</u>	<u>0.00</u>	<u>0.00</u>	<u>203,009.31</u>
<b>Gross Profit</b>	166,724.05	36,285.26	0.00	0.00	203,009.31
<b>Expense</b>					
Administrative	179.86	0.00	0.00	0.00	179.86
Dues and Memberships	850.00	0.00	0.00	0.00	850.00
Professional Services					
Other Professional Services	0.00	0.00	0.00	2,000.00	2,000.00
<b>Total Professional Services</b>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>2,000.00</u>
Transfers out	0.00	130,795.63	23,623.04	11,536.97	165,955.64
<b>Total Expense</b>	<u>1,029.86</u>	<u>130,795.63</u>	<u>23,623.04</u>	<u>13,536.97</u>	<u>168,985.50</u>
<b>Net Ordinary Income</b>	<u>165,694.19</u>	<u>-94,510.37</u>	<u>-23,623.04</u>	<u>-13,536.97</u>	<u>34,023.81</u>
<b>Net Income</b>	<u><u>165,694.19</u></u>	<u><u>-94,510.37</u></u>	<u><u>-23,623.04</u></u>	<u><u>-13,536.97</u></u>	<u><u>34,023.81</u></u>

At month end the Authority had cash on hand of \$6,304,162.56. The checking account balance was \$3,343,297.36, the savings account was \$746,419.34, and cash being held by Zions Trust amounted to \$2,514,445.86.

Pocatello Development Authority recognized normal financial activity during the month of November. The Authority received revenues totaling \$37,053.67 of which \$5,264.22 was interest earnings on cash invested and property tax remitted. Rental income from the Positron Facility was received in the amount of \$750.00. Property taxes for the North Yellowstone District was received in the amount of \$31,039.45. *The transfers in revenue represent cash movements between the different districts and the amount totaled \$165,955.64.*

Expenses paid for the month totaled \$3,029.86. The administrative expenses were \$179.86 for the lunch meeting. Professional service expense for the appraisal was \$2,000.00 and the PDA expended \$850.00 for dues with the Redevelopment Association for the fiscal year of 2017. *The transfers out in expenditures represent cash movements between the different districts and the amount totaled \$165,955.64.*

Year to date revenues of \$203,009.31 (see page 3) are less than expenses of \$168,985.50 so overall net income is \$34,023.81.

Pocatello Development Authority  
**Profit & Loss by Class**  
 October through November 2016

	<u>1-General Fund</u>	<u>3-North Yellowstone</u>	<u>4-Naval Ordnance</u>	<u>6-North Portneuf</u>	<u>TOTAL</u>
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
Interest Income	37.42	5,475.33	0.00	0.00	5,512.75
Property Taxes	0.00	31,587.23	0.00	0.00	31,587.23
Rental Income	1,500.00	0.00	0.00	0.00	1,500.00
Transfers in	165,955.64	0.00	0.00	0.00	165,955.64
<b>Total Income</b>	<u>167,493.06</u>	<u>37,062.56</u>	<u>0.00</u>	<u>0.00</u>	<u>204,555.62</u>
<b>Gross Profit</b>	167,493.06	37,062.56	0.00	0.00	204,555.62
<b>Expense</b>					
Administrative	321.86	0.00	0.00	0.00	321.86
Dues and Memberships	850.00	0.00	0.00	0.00	850.00
Professional Services					
Other Professional Services	5,713.00	0.00	0.00	2,000.00	7,713.00
<b>Total Professional Services</b>	<u>5,713.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>7,713.00</u>
Transfers out	0.00	130,795.63	23,623.04	11,536.97	165,955.64
<b>Total Expense</b>	<u>6,884.86</u>	<u>130,795.63</u>	<u>23,623.04</u>	<u>13,536.97</u>	<u>174,840.50</u>
<b>Net Ordinary Income</b>	<u>160,608.20</u>	<u>-93,733.07</u>	<u>-23,623.04</u>	<u>-13,536.97</u>	<u>29,715.12</u>
<b>Net Income</b>	<u><u>160,608.20</u></u>	<u><u>-93,733.07</u></u>	<u><u>-23,623.04</u></u>	<u><u>-13,536.97</u></u>	<u><u>29,715.12</u></u>

AGENDA ITEM

NO. 5(a)

## ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement made this 21<sup>st</sup> day of November, 2016, by and between DERIVE POWER, LLC, an Idaho Limited Liability Company, doing business as Bullydog, (hereinafter referred to as "Bullydog"), and the Pocatello Development Authority, an urban renewal agency formed in accordance with the laws of the State of Idaho (hereinafter referred to as "PDA").

### 1. Recitals

1.1 Bullydog was founded in 1998 and is known for innovation and creativity among truck owners and enthusiasts. In 2014, SCT (a similar performance company) and Bullydog merged to create Derive Systems (the parent company to Derive Power, LLC). This merger combined market leading technologies and resources for custom performance software and allowing Derive to become the leading automotive software company that offers solutions to customize a vehicle's performance, connecting customers to a more optimized vehicle. Bullydog has a marketing and production facility located at 2839 Highway 39, American Falls, Idaho 83211. With the expansion of their business, Bullydog wishes to create a centralized production and marketing office in Pocatello which would include technical professionals such as electrical and software engineers, a sales and marketing division, a finance and administration division, customer service representatives, a distribution center, shipping and transportation services department as well as the construction of a testing equipment facility specifically at the Kinport Junction building located at 815 South 1<sup>st</sup> Avenue, Pocatello, Idaho. In order to accommodate the needs of Bullydog at this Pocatello location, remodeling the facility and other office needs are required and monetary assistance has been requested and said monetary assistance has been offered by the PDA to expedite the process and assist in the retention and creation of jobs and tax revenue for the City.

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

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

1.4 PDA has determined that the creation of Bullydog's marketing office and expansion of services represents the type of urban area development to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development in the area and the creation of jobs and increased tax base consistent with the applicable urban renewal laws. For that reason, PDA has committed to grant the sum of \$100,000.00 to Bullydog to assist with its remodeling and office needs.

1.5 By this Agreement, PDA and Bullydog wish to memorialize their mutual undertaking and commitments with respect to the economic development grant described herein.

## 2. Provisions for the Economic Development Funds

2.1 To further the proposed development of the construction/remodel currently being undertaken by Bullydog, and the job retention and creation expected therefrom, PDA agrees to grant Bullydog the sum of \$100,000.00.

2.2 In return for PDA's agreement to grant said funds, Bullydog agrees to locate a centralized marketing and production facility at the Kinport Junction building located at 815 South 1<sup>st</sup> Avenue in Pocatello, Idaho for a continuous period of not less than five (5) years, with an average wage of no less than \$47,000 per year, beginning with the date the grant is distributed, subject to the following conditions:

A. For the first two years of this Agreement, the minimum number of full-time employment positions continuously provided and filled by Bullydog shall not be less than thirty-five (35) positions at any one time.

B. Beginning with the third year of this Agreement, the minimum number of full-time employment positions continuously provided and filled by Bullydog shall not be less than fifty (50) positions at any one time.

C. Bullydog agrees to submit to an employee verification study to be conducted by or at the direction of PDA upon reasonable notice. Bullydog and PDA agree to cooperate in the exchange of information for said study which may be conducted as frequently as every six months, but no less than once per year, so long as Bullydog is in compliance with the employment requirements provided in paragraphs A and B above. In the event Bullydog fails or refuses to meet any of the requirements of paragraphs A and B above, PDA reserves the right to conduct an employee verification study as frequently as every three months until Bullydog

is in compliance for two consecutive verification studies. For the purpose of this section, a "year" shall begin on the date described in paragraph C above.

D. In the event Bullydog fails or refuses to operate and maintain its marketing and production facility in Pocatello, Idaho for a continuous period of five years from the date the grant is issued, then PDA's grant of \$100,000 shall convert to a loan, accruing interest at prime plus 1%, beginning with the conversion date of the loan, to be repaid in full within five (5) years from the date of default, or as agreed to by the parties.

E. In the event Bullydog fails or refuses to maintain a minimum work force as described in paragraphs A and B above, for any continuous six month period, Bullydog agrees to repay the funds provided by the PDA with accruing interest at prime plus 1%, beginning with the conversion date of the loan, to be repaid in full within five (5) years from the date of default, or as agreed to by the parties.

### **3. Effect of Agreement**

3.1 It is understood by the parties to this Agreement that the amounts paid by PDA to Bullydog for the benefit of Bullydog are not to be construed as compensation for specific services by Bullydog for PDA. Rather, the intent of the parties is that the payment assists Bullydog in its need for relocation of its marketing and production facility and their ability to continue to operate.

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

4. Miscellaneous

4.1 This Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

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

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

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

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

DERIVE:                    DERIVE POWER, LLC  
                                  Attn: Ted Klassen  
                                  4150 Church Street, Suite 1024  
                                  Sanford, FL 32771

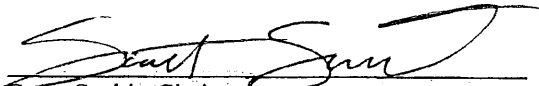
PDA:                        Pocatello Development Authority  
                                  Attn: Attorney for the PDA  
                                  911 North 7<sup>th</sup> Avenue  
                                  Pocatello, ID 83201

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

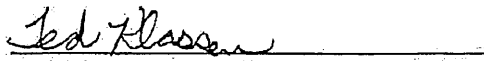
4.7. This Agreement may be altered only by written Addendum or Amendment executed by both parties to this Agreement.

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

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

  
\_\_\_\_\_  
Scott Smith, Chairman

DERIVE POWER, LLC  
an Idaho Limited Liability Company

  
\_\_\_\_\_  
Ted Klassen, Controller

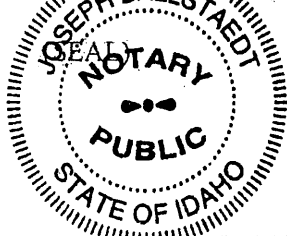
ACKNOWLEDGEMENTS

FOR THE POCA TELLO DEVELOPMENT AUTHORITY:

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

On this 21<sup>st</sup> day of November, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Scott Smith, known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

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



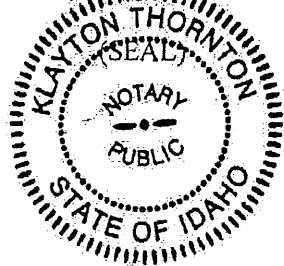
Jan Ballstaedt  
NOTARY PUBLIC FOR IDAHO  
Residing in Pocatello  
My commission expires: 12/18/2021

DERIVE POWER, LLC, AN IDAHO LIMITED LIABILITY COMPANY

STATE OF Idaho )  
 )  
 ) ss:  
 )  
County of Power )

On this 18<sup>th</sup> day of November, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Ted Klassen known to me or proved to me to be the Controller of Derive Power, LLC, an Idaho Limited Liability Company, whose name is subscribed to the foregoing instrument on behalf of said company, and acknowledged to me that she executed the same for and on behalf of said limited liability company by authority of the company.

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



Clayton Thornton  
NOTARY PUBLIC FOR Power County  
Residing in Power County  
My commission expires: July 24, 2020

AGENDA ITEM

NO. 5(b)

## Memorandum

To: Pocatello Development Authority Board Members  
From: Tiffany G. Olsen, Secretary to the Board/Paralegal to the City Attorney *TO*  
Merril Quayle, Public Works Engineer *MB*  
Date: December 15, 2016  
Re: The Bridge BLGL, LLC

Pursuant to the terms and conditions contained in the *Economic Development Grant and Loan Agreement* (dated October 19, 2016), inspections of electrical upgrades, grease interceptors, and the relocation and reinstallation of kitchen equipment have been performed at The Bridge Restaurant and The Depot Bar located at 200 West Bonneville in the former Yellowstone Hotel building. Findings are as follows:

### GRANT OF \$25,000

Section 2.3 of said Agreement reads “*Upon the PDA’s receipt of detailed invoices from the qualified contractor(s) and/or The Bridge and verification by the PDA that said electrical upgrades and installation of a grease trap have been made, inspected, and are fully operational, the PDA shall reimburse The Bridge in an amount not to exceed \$25,000.*”

On December 8, 2016 Merrill and Steve Walling (the City’s Electrical Inspector) performed an inspection and walk-thru of the business. All upgrades to the electrical system for the main floor were determined to have been made appropriately by Electric Construction & Sales, LLP and were operational. In addition, The Bridge purchased a grease interceptor and was installed by B&G Plumbing which has been installed in the basement of the building. This equipment met with the approval by the City’s Building Department. Evidence of the satisfactory inspections and correlating invoices are attached hereto as Exhibit “A”.

It is the opinion of the PDA Staff that the grant of \$25,000 should be issued as this component of the Agreement has been satisfied. Since payment to the contractor, Electric Construction and Sales, LLP has yet to be made, issuance of a check in the amount of \$25,000 would be appropriate addressed to this company.

### LOAN OF UP TO \$26,000

Section 2.4 of said Agreement reads “*Upon the PDA’s receipt of detailed invoices and verification by the PDA that said kitchen equipment has been relocated and is fully operational, the PDA shall loan The Bridge up to \$26,000 for the relocation and reinstallation of kitchen equipment at the Yellowstone Hotel....*”

On December 12, 2016, Merrill and Tiffany performed an inspection and walk-thru of the business and found that all pieces of equipment identified in the Sales Agreement and Invoice, attached hereto as Exhibit “B”, were located within the Yellowstone Hotel and were found to be operational.

It is the opinion of the PDA Staff that the loan of up to \$26,000 should be issued. Payment of this amount shall be directed to Portneuf Valley Investment Partners, LLC as they have not received payment from The Bridge for this equipment.

## Exhibit A

This summary is produced due to the number of supporting detailed invoices and other statements related to the electrical upgrades and interceptor. A full copy of the supporting information is available upon request.

**Invoice #840824 Electric Construction & Sales, LLP** is for 1200 Amp Service with 22 meter bases. 3 of the 22 meter bases were necessary to be utilized by The Bridge. 3 of these meter bases are calculated to be **\$3,834.00** and have been verified to be installed and operational at The Bridge.

**Invoice #840825 Electric Construction & Sales, LLP** is for furnishing and installing breaker panels, HVAC power with conduit and wire, excavation, conduits run into basement, and electrical permit. The original quote for this work was \$39,426.00 the amount of this invoice is for \$32,000.00 with the remainder to be billed when the panels have been energized. Upon review of the documents and discussion with the electrical contractor approximately 3/4 of the cost was work done for The Bridge and is thereby represented as **\$24,000.00**

**Invoice #840858 Electric Construction & Sales, LLP** is for the remainder of the work from invoice #840825 when the system had been energized. In conformance with the shared work, 3/4 is calculated at **\$5,569.50**

**Invoice #840892 Electric Construction & Sales, LLP** is for electrical work classified on the invoice as "extras". These extras were for wiring of kitchen and other equipment needed to run the restaurant, lighting upgrades inside and outside the building, and for code compliant corrections required by the City Building Department. This invoice has been verified for the amount of **\$18,790.31**

**Invoice #39278 B&G Plumbing & Heating Co.** interceptor and related plumbing has been verified for the amount of **\$6,219.52**

Grand total of electrical upgrades for The Bridge **\$58,413.33**

Electric Construction & Sales, LLP

PO BOX 4054  
ID 83205

# Invoice

Date	Invoice #
9/28/2016	840824

Bill To
Dick Carroll P.O. Box 5 Pocatello, Idaho 83204

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	<p>YELLOWSTONE HOTEL SERVICE</p> <p>Quote to Furnish and Install a 1200 Amp Service and (22) Meter Bases</p> <p><i>Pd 10/11/16 CK # 6918</i></p>	28,116.00	28,116.00
		<b>Total</b>	\$28,116.00

Electric Construction & Sales, LLP

PO BOX 4054  
ID 83205

# Invoice

Date	Invoice #
9/28/2016	840825

Bill To
Dick Carroll P.O. Box 5 Pocatello, Idaho 83204

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	<p>YELLOWSTONE HOTEL</p> <p>Furnish and Install Breaker Panels, HVAC Power with Conduit and Wire, Excavation, Conduits Run into Basement, and Electrical Permit. Quote - <u>\$39,426.00</u></p> <p>Amount Now Due</p> <p>Will Bill the Remainder when the Panels have been Energized</p> <p><i>pd 10/11/16</i></p>	32,000.00	32,000.00
		<b>Total</b>	\$32,000.00

--

Electric Construction & Sales, LLP

PO BOX 4054  
ID 83205

# Invoice

Date	invoice #
10/28/2016	840858

Bill To
Dick Carroll P.O. Box 5 Pocatello, Idaho 83204

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	<b>YELLOWSTONE HOTEL</b> Furnish and Install Breaker Panels, HVAC Power with Conduit and Wire, Excavation, Conduits Run into Basement, and Electrical Permit. Quote - \$39,426.00 Amount Paid - \$32,000.00      10/11/2016 Amount Now Due	7,426.00	7,426.00
<b>Total</b>			\$7,426.00

*Pd 11/16/16*

Electric Construction & Sales, LLP

PO BOX 4054  
ID 83205

# Invoice

Date	Invoice #
12/13/2016	840892

<b>Bill To</b>
Dick Carroll P.O. Box 5 Pocatello, Idaho 83204

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	EXTRA'S for THE BRIDGE/YELLOWSTONE		
	Additional Amount Added to Permit	93.00	93.00
	Bridge Equipment Layout, Walk In Cooler, Conduit and Wire Material / Labor	4,764.58	4,764.58
	Kitchen Demo, Lighting, Pass Thrum Window Circuits and Misc. Power	5,314.77	5,314.77
	West Kitchen Refrigerator, Dishwasher and Misc. Power	1,325.92	1,325.92
	Ice Machine	378.79	378.79
	Water Heater	524.30	524.30
	Tracklights, Power and Undercounter Light at Bars	2,791.26	2,791.26
	Hood Vents	1,681.28	1,681.28
	Outside Lighting	510.00	510.00
	Corrections made to Building per Inspector Exit/ Emergency Light Rework GFI Outlets at East Bar Junction Box Covers at Basement	1,406.41	1,406.41
		<b>Total</b>	<b>\$18,790.31</b>

B & G PLUMBING & HEATING CO.  
 625 WEST CENTER  
 POCA TELLO, IDAHO 83204  
 (208)232-5632 FAX (208)232-7210

# Invoice

DATE	INVOICE #
12/15/2016	39278

<b>BILL TO</b>
DICK CAROLL 230 WEST BONNIVILLE POCA TELLO, IDAHO 83204

P.O. NO.	TERMS	PROJECT

QUANTITY	DESCRIPTION	RATE	AMOUNT
	TO PROVIDE AND INSTALL 100# HYDROMECHANICAL GREASE INTERCEPTOR INCLUDING DRAINAGE, VENTING. TO PUMP EXISTING 100# HYDRO MECHANICAL GREASE INTERCEPTOR INCLUDING REPIPING DRAINAGE AND VENTS WITH NEW FLOW CONTROL DEVICE. JOB ADDRESS: 230 WEST BONNIVILLE.		
40	JOURNEYMAN LABOR/ COLE M 11-10-16	70.00	2,800.00
40	APPRENTICE LABOR	45.00	1,800.00
1	ENDURA 100# GREASE TRAP	759.46	759.46
1	CANPLAS FLOW CONTROL	76.46	76.46
1	CORE DRILL	30.00	30.00
1	MATERIALS FOR PIPING AND BRACKETS. HANGERS, GLUE	600.00	600.00
1	PERMIT	153.60	153.60
		<b>Total</b>	\$6,219.52

## Exhibit B

**INVOICE**

**From: PVIP**

**718 South 2<sup>nd</sup> Ave.  
Pocatello, ID 83204**

**To: The Bridge**

**Date: 12/8/16**

**Amount Due: \$26,000 – See attached cost breakdown.**

Item's to purchase from PVIP for  
The Bridge re-location:

Wine Shelves- \$600

Wine Hanger-\$200

Tables- 32

Chairs-58

Bar Stools-30

S-shape tables-2

Potium-1

Long table-1

2-table 2-top-5

\$2000 total

Kitchen purchase-

Baker pride oven-\$1600

Fryer-\$850

Royal Grill-\$2400

Am. Range Salamander- \$1800

Radiance Stove- \$1565

Soup range-\$650

Three Sink- \$680

Green World Freezer-\$5400

Ice Machine-\$2500

Stage curtains-\$700

Utility Sink- \$1050

Kalt Walk Inn- \$5500

Wine Cooler-\$1300

Sm. Fridge- 2 \$1080 @\$540 ea.

Exhaust Hood and system

\$13,400

Total \$43,275

Offer

Total cost \$26,000

**Sales Agreement Between the Bridge and PVIP**

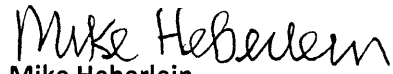
The attached breakout accurately reflects the value of the equipment being sold to the Bridge from PVIP.



Lisa Wilmore

The Bridge

Date: 12/12/16



Mike Heberlein

PVIP

Date: 12/8/16

Item's to purchase from PVIP for  
The Bridge re-location:

Wine Shelves- \$600

Wine Hanger-\$200

Tables- 32

Chairs-58

Bar Stools-30

S-shape tables-2

Potium-1

Long table-1

2-table 2-top-5

\$2000 total

Kitchen purchase-

Baker pride oven-\$1600

Fryer-\$850

Royal Grill-\$2400

Am. Range Salamander- \$1800

Radiance Stove- \$1565

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Ice Machine-\$2500

Stage curtains-\$700

Utility Sink- \$1050

Kalt Walk Inn- \$5500

Wine Cooler-\$1300

Sm. Fridge- 2 \$1080 @\$540 ea.

Exhaust Hood and system  
\$13,400

Total \$43,275

Offer

Total cost \$26,000

## ECONOMIC DEVELOPMENT GRANT AND LOAN AGREEMENT

This Agreement is made this 19<sup>th</sup> day of October, 2016, between The Bridge, BLGL, LLC, an Idaho Limited Liability Company, whose address is 2245 Ada Street, Pocatello, Idaho 83201 (hereinafter referred to as "The Bridge"), and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter referred to as "PDA") whose address is 911 North 7<sup>th</sup> Avenue, Pocatello, ID 83201.

### 1. Recitals

1.1 The PDA has agreed to contribute to the cost in the relocation of The Bridge Steak and Seafood Restaurant from the Kinport Junction building, located on South 1st Avenue, Pocatello, Idaho to the Yellowstone Hotel building located at 200 West Bonneville Street, Pocatello, Idaho. The relocation is necessary to facilitate a new tenant, Derive Power, LLC, an Idaho Limited Liability Company, doing business as Bullydog, who desires to occupy the Kinport Junction building to use as a larger centralized production and marketing office. As a part of The Bridge's relocation to the Yellowstone Hotel building, The Bridge will need to move, make upgrades to the electrical system as well as the purchase and installation of a grease trap and other restaurant/kitchen equipment not only to facilitate the restaurant's kitchen needs but also to ensure the safety of the employees and customers at this new location.

1.2 PDA is an independent public body, corporate and politic, created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency established by the City Council of the City of Pocatello, PDA is charged with aiding and assisting economic development in the Pocatello area, including assisting developments that will retain and increase available jobs and valuation in the community; and is further charged with encouraging such development by private

enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code §50-2902, being part of the Local Economic Development Act.

**1.3** PDA has determined that the building and kitchen improvements are necessary for the viability and operation of the restaurant and more importantly represents the type of development which PDA can assist with and support under the applicable statutes; and that such assistance and support will promote economic development of the area by allowing this business to relocate, allow the Kinport Junction building to be used as a centralized production and marketing location which will increase employment and increasing the tax base valuation with the City. For those reasons, the PDA has committed to provide the repayment of up to \$51,000 for the above mentioned improvements as more specifically described in Section 2.1 below. Said repayment shall be made from the PDA General Fund.

**1.4** By this Agreement, PDA and The Bridge wish to memorialize their mutual undertakings and commitments with respect to the project described herein and therefore, agree as follows:

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

**2.1** To assist with the relocation of kitchen equipment and upgrading of the electrical system for the new location to meet The Bridge's needs to continue to operate and to ensure the safety of its employees and customers at this location, PDA agrees to provide (1) a grant of twenty five thousand dollars (\$25,000.00) to be attributed to the electrical upgrades and the purchase of a grease trap; and (2) a loan of twenty-six thousand dollars (\$26,000.00) for the relocation and installation of kitchen equipment.

2.2 The Bridge shall contract, schedule, manage and pay for qualified contractor(s) to perform electrical upgrades, the installation of a grease trap in the kitchen of the new location and other kitchen equipment needs.

2.3 Upon the PDA's receipt of detailed invoices from the qualified contractor(s) and/or The Bridge and verification by the PDA that said electrical upgrades and installation of a grease trap have been made, inspected, and are fully operational, the PDA shall reimburse The Bridge in an amount not to exceed \$25,000.

2.4 Upon the PDA's receipt of detailed invoices and verification by the PDA that said kitchen equipment has been relocated and is fully operational, the PDA shall loan The Bridge up to \$26,000 for the relocation and reinstallation of kitchen equipment at the Yellowstone Hotel. Said loan shall be paid within five (5) years from the date the loan is issued; the first year will accrue interest at 0% and each year thereafter the interest will be prime plus 1%. The loan shall be secured by a personnel guarantee which shall be executed once the total amount is known.

2.5 Personal Guarantee. The undersigned hereby covenants and agrees that if there shall occur any default by The Bridge in the payment of the loan referenced above the undersigned shall in each and every instance pay to the PDA all consequential damages that may be incurred by the PDA as the result of the nonpayment including, and without limitation, all attorneys' fees and disbursements incurred by the PDA as a result of any such default.

### **3. Effect of Agreement**

3.1 It is understood by the parties that the amounts paid by PDA to The Bridge for the benefit of The Bridge are not to be construed as compensation for specific services by The Bridge for PDA. Rather, the intent of the parties is that the repayments assist The Bridge in its need for relocation of its restaurant and their ability to continue to operate.

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

**4. Miscellaneous**

4.1 This Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

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

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

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

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

THE BRIDGE:           The Bridge BLGL, LLC  
                                  Attn: Lisa Willmore, Managing Member  
                                  2245 Ada Street  
                                  Pocatello, ID 83201


PDA: Pocatello Development Authority  
Attn: Attorney for the PDA  
911 North 7<sup>th</sup> Avenue  
Pocatello, ID 83201

4.6 This document constitutes the entire agreement of the parties with respect to the reimbursement for payments by PDA to The Bridge for services rendered by qualified contractors to make electrical and kitchen improvements at the Yellowstone Hotel building and supersedes any prior agreements of the parties.

4.7 This Agreement may be altered only by written Addendum or Amendment by the signatures of both parties to this Agreement.

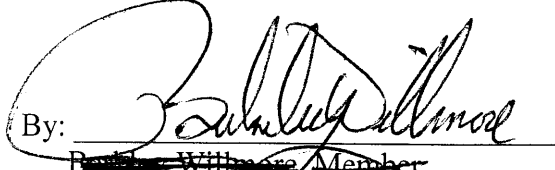
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

POCATELLO DEVELOPMENT AUTHORITY  
An Idaho Urban Renewal Agency

By:   
Scott Smith, Chairman

THE BRIDGE BLBL, LLC  
An Idaho Limited Liability Company

By:   
Lisa Willmore, Managing Member

By:   
~~Berkeley Willmore, Member~~  
Berkeley Willmore, Member

ACKNOWLEDGEMENTS

FOR THE POCATELLO DEVELOPMENT AUTHORITY:

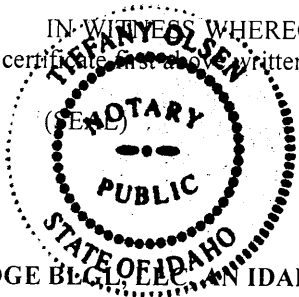
STATE OF IDAHO )

ss:

County of Bannock )

On this 19th day of October, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Scott Smith, known to me to be the ~~Chairman~~ Vice-Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same. Chad Carr

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



Tiffany Olsen  
NOTARY PUBLIC FOR IDAHO  
Residing in Pocatello  
My commission expires: 10/3/17

THE BRIDGE BLGL, LLC, AN IDAHO LIMITED LIABILITY COMPANY

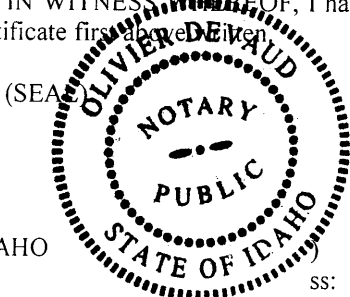
STATE OF IDAHO )

ss:

County of Bannock )

On this 12 day of October, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Lisa Willmore known to me or proved to me to be the Managing Member of The Bridge BLGL, LLC, an Idaho Limited Liability Company, whose name is subscribed to the foregoing instrument on behalf of said company, and acknowledged to me that she executed the same for and on behalf of said limited liability company by authority of the company.

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



Olivier Devaud  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_



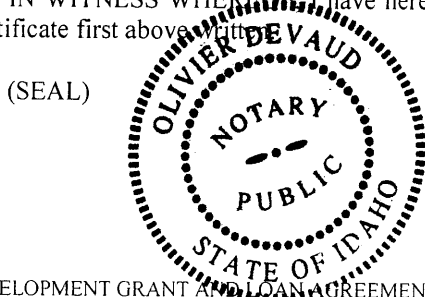
STATE OF IDAHO )

ss:

County of Bannock )

On this 12 day of October, 2016, before me, the undersigned, a Notary Public in and for the State, personally appeared Berkley Willmore known to me or proved to me to be a Member of The Bridge BLGL, LLC, an Idaho Limited Liability Company, whose name is subscribed to the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same for and on behalf of said limited liability company by authority of the company.

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



Olivier Devaud  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_



AGENDA ITEM

NO. 5(c)

PAYMENT NO 1 15 591477 J  
PAYMENT AMOUNT \$6,450.00  
ISSUE DATE 11-30-2016  
AUTHORIZED BY TATE, JOYCE  
PHONE (855) 856-3381

CLAIM NO 12-22R2-296  
LOSS DATE 07-01-2013  
POLICY NO 93-BL5767-9  
INSURED BROADHEAD, RANDY DBA

POCATELLO DEVELOPMENT AUTHORITY  
PO BOX 4169  
POCATELLO ID 83205-4169

REMARKS Attention Tiffany Olsen

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
THEFT	BROADHEAD, RANDY DBA	6,450.00

### RETAIN STUB FOR RECORDS

**State Farm** STATE FARM FIRE AND CASUALTY COMPANY 1 15 591477 J  
FIRE US BANK NA 75-1592/912  
CASUALTY COMM FA PCQ2615.P26F EAST GRAND FORKS, MN 3  
DATE 11-30-2016  
MM DD YYYY  
CLAIM NO 12-22R2-296 INSURED BROADHEAD, RANDY DBA  
LOSS DATE 07-01-2013

\*\*\*\*\*EXACTLY SIX THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS

\$\*\*\*\*\*6,450.00

Pay to the  
Order of: POCATELLO DEVELOPMENT AUTHORITY

*Michael J. Larson*  
AUTHORIZED SIGNATURE  
*Jon C. Farney*  
AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈ 1517591477⑈ ⑆091215927⑆ 152100011229⑈

VOID IF GREEN COI OR ED BACKGROUND IS MISSING

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT