

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
August 19, 2020 – 11:00 a.m.
Council Chambers – Pocatello City Hall

In-person attendance is allowed, but due to COVID-19 guidelines, strict social distancing measures are in place. Attendance is limited. Face coverings are required.

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with three days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.us, 208.234.6248, or 5815 South 5th Avenue, Pocatello, Idaho.

In the event this meeting is still in progress at 12:00 p.m., a ten-minute recess may be called.

- 1. CALL TO ORDER, DISCLOSURE OF CONFLICT OF INTEREST, AND ACKNOWLEDGMENT OF GUESTS.**
- 2. ACTION ITEM – Minutes.** The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners Regular Meeting held July 20, 2020. *See attached document.*
- 3. ACTION ITEM – Financial Report.** A financial report for the PDA will be provided by PDA Treasurer. The Board may wish to approve the financial report. *To be supplemented.*
- 4. ACTION ITEM – Expense Payments & Reimbursements.** The Board may wish to approve the payment or reimbursement of the following PDA expenses:
 - a. \$516.83 from General Fund to Elam & Burke for legal fees for the month of July re: Special Counsel General
 - b. \$60.74 from the North Portneuf fund to Carl Anderson for Portneuf Capital, LLC, Owner Participation Agreement recording fee.
 - c. \$81.31 from the General Fund to Ashley Linton-Welsh for the July 20, 2020, meeting lunch cost.
- 5. ACTION ITEM/PUBLIC HEARING – FY2021 Budget.** The Board will accept comment regarding the proposed FY2021 budget. Thereafter, the Board may wish to consider adoption of the proposed amendments. *See attached document.*
- 6. ACTION ITEM – Reimbursement of staff services.** The Board may wish to authorize payment in the amount of \$5,698.26 to the City of Pocatello for staff services for the period 04/1/2020 through 06/30/2020. *See attached document.*
- 7. ACTION ITEM – Airport TIF District.** The Board may wish to review and approve the following requested disbursements of funds under the previously approved reimbursement by the Board, and authorize the Chair's signature on the Confirmation of Agency Reimbursement. *See attached documents.*
 - a. Frigitek, LLC is requesting disbursement of \$55,897.30 under the owner participation agreement as approved by the Board on April 15, 2020 and authorized on September 18, 2019. The request is for civil engineering, geotechnical engineering and construction management services period of 03/01/20 – 4/30/20.
- 8. ACTION ITEM – Potential TIF District.** The Board may wish to consider the proposals submitted for professional services to conduct the eligibility and feasibility study for a potential TIF district in the South 5th area of Pocatello. *See attached documents.*
- 9. ACTION ITEM – Triangle Development Project.** The Board may wish to consider the Comprehensive Redevelopment agreement and Redevelopment Grant Agreement and all associated documentation for the property located within the Triangle Subdivision. The Board may wish to authorize the Chair to sign the release of the Deed of Trust attached to the subject property. *See attached documents.*
- 10. CALENDAR REVIEW –** The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
- 11. ADJOURN.**

AGENDA ITEM

NO. 2

POCATELLO DEVELOPMENT AUTHORITY
MEETING MINUTES
July 20, 2020

Members present: Mayor Brian Blad, Chad Carr, Scott Turner, Terrel Tovey, David Villareal

Members absent/excused: Heidi Adamson, Rob Lion, Thomas Ottaway, Scott Smith

Others present: Carl Anderson, Pocatello Senior Planner (Conference Call); Ashley Linton-Welsh, Treasurer (Conference Call); Jared Johnson, Pocatello City Attorney; John Regetz, Bannock Development Corporation; Tanner Hernandez, Prime Time Auctions; Mitch Greer, Rocky Mountain Engineering & Surveying; Meghan Sullivan Conrad, Elam & Burke (Conference Call); Phil Kushlan, Kushlan & Associates (Conference Call); Brent Tolman, Out west Policy Advisors (Conference Call), Chris Stevens, Pocatello City Council Member, and other members of the public

Agenda Item No. 1: Call to Order and Disclosure of Conflicts of Interest. Vice Chair Chad Carr called the meeting to order at approximately 11:06 a.m. No conflicts were disclosed. It was **MSC (B. Blad, T. Tovey)** to amend the date on the Agenda from July 17, 2020, to July 20, 2020.

Agenda Item No. 2: Minutes. The minutes from the Board of Commissioners Regular Meeting held May 20, 2020, were considered. It was then **MSC (T. Tovey, B. Blad)** to approve the minutes as presented.

Agenda Item No. 3: Financial Report Linton-Welsh indicated that the June financial report will be provided at the next available PDA meeting. She stated that the Board is waiting on the County for the land tax remittance. The Board discussed the status of the tax remittance and no further action was taken.

Agenda Item No. 4: Expense Payments & Reimbursements. The following invoices were considered for payment:

- a. \$4,686.56 from General Fund to Elam & Burke for legal fees for the month of June re: Special General Counsel.

Anderson reviewed the payment requests from Elam & Burke, stating the invoices accurately reflect work performed for services provided, and are appropriate for payment. It was then **MSC (B. Blad, T. Tovey)** to approve the payment requests.

Agenda Item No. 5: Petersen Inc. – Semi Annual Report. **Anderson** presented the semi-annual report from Petersen Inc. Inc. is in good standing with the grant and loan guarantee terms, exceeding the minimum of 50 full time employees and the minimum amount paid to full time employees exceeds the \$14.00 as required. Following the report, no further discussion was had.

Agenda Item No. 6: TetriDyn Solutions, Inc.: **Anderson** introduced the agenda item to consider the past economic development loan agreement with TetriDyn Solutions, Inc., from 2009 and consider writing off the loan amount of \$50,000. During the May 20th regular meeting, the Board received the 2019 audit report from Deaton and Company. During the report it was discussed that there is an outstanding Loan in the amount of \$50,000. Upon further discussion it was determined that the Loan in question is with TetriDyn which has since dissolved. It was discussed at the aforementioned meeting that the Board may wish to review the loan amount. The original loan agreement is from 2009. **Linton-Welsh** provided additional information regarding the current status of TetriDyn Inc., and stated that it is her recommendation that the Board write off the loan and get it off the books. The Board ensued in discussion regarding the TetriDyn loan. With no further discussion, it was then **MSC (B. Blad, S. Turner)** to write off the loan amount of \$50,000 understanding that there are no assets.

Agenda Item No. 7: Potential TIF District: **Anderson** introduced the agenda item to consider the proposals submitted for professional services to conduct the eligibility and feasibility study for a potential TIF district in the South 5th area of Pocatello. At the Board's previous regular meeting on June 17th, the Board voted to initiate the eligibility and feasibility study for a potential TIF in the South 5th Area of Pocatello. Since that time staff has solicited for Professional Services to complete the necessary studies. The proposals are in your agenda packet for review and representatives from Phil Kushlan of Kushlan & Associates and Brent Tolman of Outwest Policy Advisors are present to discuss their proposals and answer

any questions that the Board may have. **Phil Kushlan** presented his proposal and indicated that the proposal addressed the eligibility study and that he is available to conduct the feasibility study, if selected. **Brent Tolman** then presented his proposal and detailed his experience working in the area. Following the presentations, the Board discussed the proposals and inquired as to the request for services that was sent. **Anderson** provided the Board the original email sent to both individuals requesting professional services. The Board indicated that they would like additional time to review each proposal. With no further discussion, it was **MSC (T. Tovey, B. Blad)** to continue the agenda item to the next available meeting.

Agenda Item No. 8: Calendar Review: No calendar updates were provide. The Board discussed that they would like to discuss the mission of the Pocatello Development Authority and the types of projects that the Board will consider for funding from the general fund moving forward. The Board indicated that they would like to have a work session early in September 2020 to discuss these items.

Agenda Item No. 9: Adjourn: There being no further business, the meeting adjourned at approximately 11:48 p.m.

By: _____
Carl Anderson
Interim Executive Director

AGENDA ITEM

NO. 5

NOTICE OF PUBLIC HEARING
POCATELLO DEVELOPMENT AUTHORITY, POCATELLO, IDAHO BUDGET FOR FISCAL YEAR 2020-2021 (FY 2021)

Notice is hereby given that the Board members for the Pocatello Development Authority will hold a public hearing for consideration of a proposed budget for the fiscal period October 1, 2020 - September 30, 2021; all pursuant to the provisions of Section 50-1002, I. C. and Section 63-802, I.C., said hearing to be held at the City of Pocatello Council Chambers at 911 North 7th Avenue, Pocatello, Idaho, at 11:00 a.m. on August 19, 2020. At said hearing all interested persons may appear and show cause, if any they have, why the proposed budget should not be adopted.

Fund Name	FY 2019 Actual Expenditures	FY 2019 Actual Revenue	FY 2020 Budgeted Expenditures	FY 2020 Budgeted Revenue	FY 2021 Proposed Expenditures	FY 2021 Proposed Revenue
GENERAL FUND	\$ 933,078	\$ 174,319	\$ 697,043	\$ 39,236	\$ 895,218	\$ 35,367
North Yellowstone District	\$5,216,214	\$1,718,172	\$ -	\$ -	\$ -	\$ -
Naval Ordinance District	\$ 134,850	\$ 271,395	\$1,260,010	\$ 255,989	\$1,400,930	\$ 224,344
North Portneuf District	\$ 60,988	\$ 116,487	\$ 376,320	\$ 37,951	\$1,791,673	\$ 17,152
Pocatello Airport District	\$ -	\$ 110,176	\$ 706,205	\$ 97,116	\$ 635,564	\$ 87,082
Northgate District	\$ -	\$ -	\$ -	\$ -	\$ 10,200	\$ 10,200
TAX DISTRICTS	\$ 5,412,052	\$ 2,216,230	\$ 2,342,535	\$ 391,056	\$ 3,838,368	\$ 338,778
GRAND TOTAL:	\$6,345,130	\$2,390,549	\$3,039,578	\$ 430,292	\$4,733,585	\$ 374,145

I, Ashley Linton-Welsh, Treasurer of the Pocatello Development Authority, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for Fiscal Year 2020-2021 (FY 2021).

Dated this 24th day of July, 2020.

Published: August 5, 2020 and August 12, 2020 in the Idaho State Journal

AGENDA ITEM

NO. 6

Project selection

From project : PDA001 To project : PDA001

Type : O (O=Only, R=Range, S=Selective)

Description begins with :
Description contains . :

From project estimate . . : .00 To project estimate . . : 99,999,999,999.99

From project type : To project type : 99

From project sub-type . . : To project sub-type . . : 99

Sequence options

OPTION: 3 Project

Project options

Print projects without detail (Y/N/O) : Y
Print inactive projects (Y/N) : Y
Print budget projects (Y/N) : Y
Print projects miscellaneous info? (Y/N) : Y

Account selection

From fiscal year : 2020 To fiscal year : 2020

From account : 000-0000-000.00-00 To account : 999-9999-999.99-99

Type : R (O=Only, R=Range, S=Selective)

Account type selection : Assets: X Liabilities: X Revenue: X Expense: X

Print zero activity accounts (Y/N) : N

Transaction selection

From period : 07 of 2020 To period : 09 of 2020

From transaction date . . : 00/00/0000 To transaction date . . : 99999999

Transaction type. . . . : AJ . . :X AP . . :X CR . . :X EN . . :X TF . . :X BA . . . :

Print transaction detail? (Y/N) : Y
Print transaction description (Y/N) : Y
Print work order # and job # (Y/N) : N

Summary options

Print classification totals (Y/N) : Y
Print project estimate totals (Y/N) : Y
Print project totals (Y/N) : Y

PROJECT:PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -FLTIND-Fleet Indirect SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET #	DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
								TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
01-0200-414.10-01			PERS.-EXEMPT, FULL			.00		455.35	455.35	.00	455.35-
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	202.38		.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	101.19		.00	2020 08
								TRANSACTION TOTAL:	303.57	.00	
01-0200-414.21-01			MEDICAL			.00		62.08	62.08	.00	62.08-
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	25.61		.00	2020 08
								TRANSACTION TOTAL:	25.61	.00	
01-0200-414.21-02			LIFE			.00		.12	.12	.00	.12-
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	.05		.00	2020 08
								TRANSACTION TOTAL:	.05	.00	
01-0200-414.21-03			DENTAL			.00		3.00	3.00	.00	3.00-
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	1.24		.00	2020 08
								TRANSACTION TOTAL:	1.24	.00	
01-0200-414.22-00			WORKERS COMPENSATI			.00		.80	.80	.00	.80-
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	.35		.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	.18		.00	2020 08
								TRANSACTION TOTAL:	.53	.00	
01-0200-414.24-03			PERSI			.00		54.36	54.36	.00	54.36-
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	24.16		.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	12.08		.00	2020 08
								TRANSACTION TOTAL:	36.24	.00	
01-0200-414.24-04			MEDICAL SAVINGS			.00		7.50	7.50	.00	7.50-
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	2.50		.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	1.29		.00	2020 08
								TRANSACTION TOTAL:	3.79	.00	
01-0200-414.25-00			SOCIAL SECURITY			.00		32.89	32.89	.00	32.89-
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	14.65		.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	7.26		.00	2020 08
								TRANSACTION TOTAL:	21.91	.00	
01-0600-415.10-01			PERS.-EXEMPT, FULL			.00		9,950.16	9,950.16	.00	9,950.16-

PROJECT: PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -FLTIND-Fleet Indirect SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET #	PROJECT-TO-DATE DESCRIPTION	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	BALANCE FISC YR PERIOD
AJ		06/26/2020	PR0626				PAYROLL SUMMARY	621.55	.00	2020 09
AJ		06/12/2020	PR0612				PAYROLL SUMMARY	427.97	.00	2020 09
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	439.46	.00	2020 08
AJ		05/15/2020	PR0515				PAYROLL SUMMARY	290.50	.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	279.69	.00	2020 08
AJ		04/17/2020	PR0417				PAYROLL SUMMARY	368.87	.00	2020 07
AJ		04/03/2020	PR0403				PAYROLL SUMMARY	616.81	.00	2020 07
TRANSACTION TOTAL:								3,044.85	.00	

01-0600-415.10-02			PERS.-NONEXEMPT, FU			.00	232.77	232.77	.00	232.77-
AJ		06/26/2020	PR0626				PAYROLL SUMMARY	21.16	.00	2020 09
AJ		05/29/2020	PR0529				PAYROLL SUMMARY	26.45	.00	2020 08
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	10.58	.00	2020 08
TRANSACTION TOTAL:								58.19	.00	

01-0600-415.21-01			MEDICAL			.00	1,046.26	1,046.26	.00	1,046.26-
AJ		06/12/2020	PR0612				PAYROLL SUMMARY	97.89	.00	2020 09
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	67.79	.00	2020 08
AJ		04/03/2020	PR0403				PAYROLL SUMMARY	141.09	.00	2020 07
TRANSACTION TOTAL:								306.77	.00	

01-0600-415.21-02			LIFE			.00	2.35	2.35	.00	2.35-
AJ		06/12/2020	PR0612				PAYROLL SUMMARY	.31	.00	2020 09
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	.21	.00	2020 08
AJ		04/03/2020	PR0403				PAYROLL SUMMARY	.45	.00	2020 07
TRANSACTION TOTAL:								.97	.00	

01-0600-415.21-03			DENTAL			.00	48.30	48.30	.00	48.30-
AJ		06/12/2020	PR0612				PAYROLL SUMMARY	5.41	.00	2020 09
AJ		05/01/2020	PR0501				PAYROLL SUMMARY	3.74	.00	2020 08
AJ		04/03/2020	PR0403				PAYROLL SUMMARY	7.79	.00	2020 07
TRANSACTION TOTAL:								16.94	.00	

PROJECT:PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -FLTIND-Fleet Indirect SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
								TRANS AMT	TRANS ENCUMBERED	FISC YR PERIOD
01-0600-415.22-00						WORKERS COMPENSATI	.00	17.89	.00	
AJ	06/26/2020	PR0626				PAYROLL SUMMARY		1.13	.00	2020 09
AJ	06/12/2020	PR0612				PAYROLL SUMMARY		.75	.00	2020 09
AJ	05/29/2020	PR0529				PAYROLL SUMMARY		.82	.00	2020 08
AJ	05/15/2020	PR0515				PAYROLL SUMMARY		.51	.00	2020 08
AJ	05/01/2020	PR0501				PAYROLL SUMMARY		.51	.00	2020 08
AJ	04/17/2020	PR0417				PAYROLL SUMMARY		.65	.00	2020 07
AJ	04/03/2020	PR0403				PAYROLL SUMMARY		1.08	.00	2020 07
TRANSACTION TOTAL:								5.45	.00	
01-0600-415.24-03						PERSI	.00	1,220.76	.00	
AJ	06/26/2020	PR0626				PAYROLL SUMMARY		76.74	.00	2020 09
AJ	06/12/2020	PR0612				PAYROLL SUMMARY		51.11	.00	2020 09
AJ	05/29/2020	PR0529				PAYROLL SUMMARY		55.61	.00	2020 08
AJ	05/15/2020	PR0515				PAYROLL SUMMARY		34.69	.00	2020 08
AJ	05/01/2020	PR0501				PAYROLL SUMMARY		34.65	.00	2020 08
AJ	04/17/2020	PR0417				PAYROLL SUMMARY		44.53	.00	2020 07
AJ	04/03/2020	PR0403				PAYROLL SUMMARY		73.66	.00	2020 07
TRANSACTION TOTAL:								370.99	.00	
01-0600-415.24-04						MEDICAL SAVINGS	.00	227.87	.00	
AJ	06/26/2020	PR0626				PAYROLL SUMMARY		12.13	.00	2020 09
AJ	06/12/2020	PR0612				PAYROLL SUMMARY		8.16	.00	2020 09
AJ	05/29/2020	PR0529				PAYROLL SUMMARY		8.91	.00	2020 08
AJ	05/15/2020	PR0515				PAYROLL SUMMARY		5.38	.00	2020 08
AJ	05/01/2020	PR0501				PAYROLL SUMMARY		5.66	.00	2020 08
AJ	04/17/2020	PR0417				PAYROLL SUMMARY		6.83	.00	2020 07
AJ	04/03/2020	PR0403				PAYROLL SUMMARY		11.76	.00	2020 07
TRANSACTION TOTAL:								58.83	.00	

PROJECT:PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -FLTIND-Fleet Indirect SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS AMT	ENCUMBERED	FISC YR PERIOD
01-0600-415.25-00			SOCIAL SECURITY			.00	771.71	771.71	.00	771.71-
AJ	06/26/2020	PR0626				PAYROLL SUMMARY	48.80		.00	2020 09
AJ	06/12/2020	PR0612				PAYROLL SUMMARY	32.28		.00	2020 09
AJ	05/29/2020	PR0529				PAYROLL SUMMARY	35.34		.00	2020 08
AJ	05/15/2020	PR0515				PAYROLL SUMMARY	22.22		.00	2020 08
AJ	05/01/2020	PR0501				PAYROLL SUMMARY	21.88		.00	2020 08
AJ	04/17/2020	PR0417				PAYROLL SUMMARY	28.37		.00	2020 07
AJ	04/03/2020	PR0403				PAYROLL SUMMARY	46.53		.00	2020 07
TRANSACTION TOTAL:								235.42	.00	
01-0601-445.10-01			PERS.-EXEMPT, FULL			.00	1,622.11	1,622.11	.00	1,622.11-
AJ	06/26/2020	PR0626				PAYROLL SUMMARY	275.87		.00	2020 09
AJ	06/12/2020	PR0612				PAYROLL SUMMARY	88.28		.00	2020 09
AJ	05/29/2020	PR0529				PAYROLL SUMMARY	220.69		.00	2020 08
AJ	05/01/2020	PR0501				PAYROLL SUMMARY	88.28		.00	2020 08
AJ	04/03/2020	PR0403				PAYROLL SUMMARY	176.55		.00	2020 07
TRANSACTION TOTAL:								849.67	.00	
01-0601-445.21-01			MEDICAL			.00	276.29	276.29	.00	276.29-
AJ	06/12/2020	PR0612				PAYROLL SUMMARY	40.92		.00	2020 09
AJ	05/01/2020	PR0501				PAYROLL SUMMARY	40.92		.00	2020 08
AJ	04/03/2020	PR0403				PAYROLL SUMMARY	81.84		.00	2020 07
TRANSACTION TOTAL:								163.68	.00	
01-0601-445.21-02			LIFE			.00	.34	.34	.00	.34-
AJ	06/12/2020	PR0612				PAYROLL SUMMARY	.05		.00	2020 09
AJ	05/01/2020	PR0501				PAYROLL SUMMARY	.05		.00	2020 08
AJ	04/03/2020	PR0403				PAYROLL SUMMARY	.10		.00	2020 07
TRANSACTION TOTAL:								.20	.00	
01-0601-445.21-03			DENTAL			.00	10.68	10.68	.00	10.68-
AJ	06/12/2020	PR0612				PAYROLL SUMMARY	1.58		.00	2020 09

City of Pocatello
 PROJECT ACTIVITY LISTING

PROJECT: PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -FLTIND-Fleet Indirect SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
AJ		05/01/2020	PR0501			PAYROLL SUMMARY	1.58		.00	2020 08
AJ		04/03/2020	PR0403			PAYROLL SUMMARY	3.17		.00	2020 07
TRANSACTION TOTAL:							6.33		.00	
01-0601-445.22-00 WORKERS COMPENSATI						.00	17.00	17.00	.00	17.00-
AJ		06/26/2020	PR0626			PAYROLL SUMMARY	2.86		.00	2020 09
AJ		06/12/2020	PR0612			PAYROLL SUMMARY	.91		.00	2020 09
AJ		05/29/2020	PR0529			PAYROLL SUMMARY	2.29		.00	2020 08
AJ		05/01/2020	PR0501			PAYROLL SUMMARY	.91		.00	2020 08
AJ		04/03/2020	PR0403			PAYROLL SUMMARY	1.83		.00	2020 07
TRANSACTION TOTAL:							8.80		.00	
01-0601-445.24-03 PERSI						.00	192.95	192.95	.00	192.95-
AJ		06/26/2020	PR0626			PAYROLL SUMMARY	32.93		.00	2020 09
AJ		06/12/2020	PR0612			PAYROLL SUMMARY	10.54		.00	2020 09
AJ		05/29/2020	PR0529			PAYROLL SUMMARY	26.35		.00	2020 08
AJ		05/01/2020	PR0501			PAYROLL SUMMARY	10.54		.00	2020 08
AJ		04/03/2020	PR0403			PAYROLL SUMMARY	21.08		.00	2020 07
TRANSACTION TOTAL:							101.44		.00	
01-0601-445.24-04 MEDICAL SAVINGS						.00	24.51	24.51	.00	24.51-
AJ		06/26/2020	PR0626			PAYROLL SUMMARY	3.91		.00	2020 09
AJ		06/12/2020	PR0612			PAYROLL SUMMARY	1.29		.00	2020 09
AJ		05/29/2020	PR0529			PAYROLL SUMMARY	3.13		.00	2020 08
AJ		05/01/2020	PR0501			PAYROLL SUMMARY	1.29		.00	2020 08
AJ		04/03/2020	PR0403			PAYROLL SUMMARY	2.58		.00	2020 07
TRANSACTION TOTAL:							12.20		.00	
01-0601-445.25-00 SOCIAL SECURITY						.00	114.69	114.69	.00	114.69-
AJ		06/26/2020	PR0626			PAYROLL SUMMARY	19.67		.00	2020 09
AJ		06/12/2020	PR0612			PAYROLL SUMMARY	6.19		.00	2020 09
AJ		05/29/2020	PR0529			PAYROLL SUMMARY	15.74		.00	2020 08

PROJECT: PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -FLTIND-Fleet Indirect SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
AJ		05/01/2020	PR0501			PAYROLL SUMMARY		6.19	.00	2020 08
AJ		04/03/2020	PR0403			PAYROLL SUMMARY		12.39	.00	2020 07
TRANSACTION TOTAL:								60.18	.00	
01-0601-445.26-05			CLOTHING ALLOWANCE				1.25	1.25	.00	1.25-
TRANSACTION TOTAL:								.00	.00	
53-5300-416.64-99			OTHER MISC. CONTRA				6.23	6.23	.00	6.23-
AJ		06/26/2020	PR0626			PAYROLL SUMMARY		.31	.00	2020 09
AJ		04/17/2020	PR0417			PAYROLL SUMMARY		4.10	.00	2020 07
TRANSACTION TOTAL:								4.41	.00	

=== PROJECT: PDA001 ===== P R O J E C T T O T A L S =====

CLASSIFICATION TOTALS:	EXPENDITURES:	5,698.26		
TRANSACTION TOTAL:		5,698.26	.00	
ESTIMATE COMPARISON:	.00	16,400.22	16,400.22	16,400.22-
(ACTUAL) SUMMARY TOTAL:	.00	16,400.22	16,400.22	16,400.22-

MISCELLANEOUS INFO: CODE FREEFORM INFORMATION DATE

MISC TO TRACK TIME SPENT WORKING ON PDA IN CASE THE 06/18/2019

MISC CITY WANTS TO BILL THEM FOR SERVICES. 06/18/2019

AGENDA ITEM

NO. 7

Pocatello Development Authority

City of Pocatello
911 North 7th Avenue
Pocatello, Idaho 83201

An urban renewal agency for the City of Pocatello, Idaho

TO: Pocatello Development Authority, Board of Commissioners
FROM: Carl Anderson, Interim Executive Director
Merril Quayle, Public Works Development Engineer
DATE: August 19, 2020
SUBJECT: Frigitek, LLC – Issuance of Funds

BACKGROUND: As part of the Owner Participation Agreement with Frigitek LLC, the Board approved the TIF reimbursement request of \$4,578,117 which includes \$500,000 from existing district funds with the remainder as funds are available and sufficient increment is generated. Eligible costs include improvements outlined in the plan and approved OPA, associated with the development of the cold storage facility within the Airport TIF District.

To date, a total of \$114,900.01 has been approved by the Board for reimbursement on projects including site surveying and construction management services. August 19, 2020 reimbursement request include:

7. KBCm Group - Pay application #3: \$55,897.30

August 19, 2020 request Total: \$55,897.30
Total disbursed: \$114,900.01
Total to Date: \$170,797.31

SUMMARY: No code-related permits or inspections were required as the work performed is primarily pre-construction. The work has been completed to the extent of the invoices included within attached pay application #3. The work completed attachment includes site civil engineering and geotechnical engineering. It is staff's determination that the reimbursement request is appropriate for payment for the requested items.

The applicable Agency Funded Public Improvements include the following:

Item	Estimated Cost
01-05500 – Civil Engineering	\$109,000
01-18000- Contingency	\$555,919

Upon approval, payment should be made to **Frigitek Industrial Parks**.

Attachment 4

CONFIRMATION OF AGENCY REIMBURSEMENT NO. _____

This Confirmation of Agency Reimbursement (“Confirmation”) is entered into between the Pocatello Urban Renewal Agency, commonly known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the “Law”), and undertaking projects under the authority of the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Frigitek Industrial Parks, Inc., a Texas corporation authorized to do business in the State of Idaho (hereinafter “Participant”). The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. **Agency Contribution**

Agency has, pursuant to the procedures set forth in the Owner Participation Agreement by and between the Agency and Participant with an effective date of _____ (the “OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the OPA and as specifically identified below, shall be _____ and ____/100 dollars (\$ _____) (the “Agency Reimbursement”) for the [identify Agency Funded Public Improvements subject to reimbursement in this Confirmation].

2. **Payment Terms.**

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date of this Confirmation pursuant to the Reimbursement Procedure set forth in the OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the OPA, are less than the Agency Reimbursement.

If the Agency Reimbursement is not fully reimbursed by December 31, 2033, the Agency will not be obligated to make any additional payments.

To the extent there is more than one Confirmation of Agency Reimbursement between the parties and pursuant to the OPA, then payment will be applied to the Confirmation with the earliest Effective Date first, until paid in full, or until December 31, 2033, or upon termination of the Urban Renewal Plan, whichever occurs first.

3. **Limitation on Making Payments**

It is the intention of the parties that Participant shall only be paid from the revenue allocation proceeds, if any, which are allocated to Agency as a direct result of the Private Development, as defined in the OPA, constructed by the Participant or others on or related to the Site. If, for any reason, the revenue allocation proceeds anticipated to be received by Agency as a direct result of the Private Development in the Project Area are reduced, curtailed or limited in any way by market conditions, actions by Participant, legislative enactments, initiative referendum, judicial decree, or other, the Agency shall have no obligation to pay the Agency Reimbursement to Participant as described in this Confirmation from other sources or monies which Agency has or might hereinafter received.

4. Except as expressly modified above, the terms and conditions of the OPA are still binding on Agency and Participant as set forth in such OPA.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY
POCATELLO URBAN RENEWAL AGENCY, A/K/A
THE POCATELLO DEVELOPMENT AUTHORITY

By: _____
_____, Chair

Date: _____

ATTEST:

By: _____

_____,
Secretary

PARTICIPANT
FRIGITEK INDUSTRIAL PARKS, INC.

By: _____
Gerald Dicker, President

Date: _____

KBCmGroup
YOUR VISION. OUR EXPERTISE.

8901 Tehama Ridge Pkwy
Suite 127140
Ft. Worth, TX 76177

Frigitek Industrial Parks

2020-102 TIF Improvements

Pay Application #3

*FOR ADVANCEMENT
THIS PAYMENT,
[Signature]
\$55,897.30 8/12/20*

(877) KBCM Group (office), (866) 275-1880 (fax), www.kbcmgroup.com

Pay Application Summary

1. **Report of Rejected Invoices:** Invoices rejected from contractor's billing
2. **Application for Payment:** Complete pay application in AIA form
3. **Subcontractor/Vendor Backup Invoices:** Each invoice is approved and stamped with the area and cost code
4. **Approved Change Orders:** Any approved change orders for the current pay period
5. **Commitment Report:** Report with committed cost to date
6. **Cost Report:** Snapshot of current job cost
7. **Cash Flow:** Estimate of cash flow projected month of month for the course of construction
8. **Lien Waiver Report:** Current lien waiver report and release from vendors for all payment against contracts with value of \$10,000 or more.

(877) KBCM Group (office), (866) 275-1880 (fax), www.kbcmgroup.com

KA

Rejected Invoices

Invoice #	Total	Notes
NA		
Total		

KB

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:

City of Pocatello
911 N 7th Avenue
Pocatello, Idaho 83201

PROJECT:

TIF Improvements
1950 Airport Way
Pocatello, Idaho 83204

APPLICATION NO: 3

INVOICE NO: 3

PERIOD: 03/26/20 - 04/25/20

PROJECT NO: 2020-102

CONTRACT DATE:

FROM CONTRACTOR:

Frigitek Industrial Parks, Inc
6565 N MacArthur Blvd, Suite 225
Dallas, Texas 75039

VIA ARCHITECT/ENGINEER:

Jake Ferrell (ASM Engineering Consultants)
202 E. Rhondda Ave.
Andover, Kansas 67002

CONTRACT FOR: TIF Improvements Prime Contract

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$4,578,117.00
2. Net change by change orders	\$0.00
3. Contract Sum to date (Line 1 ± 2)	\$4,578,117.00
4. Total completed and stored to date (Column G on detail sheet)	\$170,797.31
5. Retainage:	
a. 0.00% of completed work	\$0.00
b. 0.00% of stored material	\$0.00
Total retainage (Line 5a + 5b or total in column I of detail sheet)	\$0.00
6. Total earned less retainage (Line 4 less Line 5 Total)	\$170,797.31
7. Less previous certificates for payment (Line 6 from prior certificate)	\$114,900.01
8. Current payment due:	\$55,897.30
9. Balance to finish, including retainage (Line 3 less Line 6)	\$4,407,319.69

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:	\$0.00	\$0.00
Total approved this month:	\$0.00	\$0.00
Totals:	\$0.00	\$0.00
Net change by change orders:	\$0.00	

The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Frigitek Industrial Parks, Inc

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My commission expires:

ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$55,897.30

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: _____ Date: _____

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

DOCUMENT DETAIL SHEET

CONTINUATION SHEET

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 3
APPLICATION DATE: 4/25/2020
PERIOD: 03/26/20 - 04/25/20

Contract Lines										
ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	01-01 30 11 - Civil Engineer	Civil Engineer	\$83,150.00	\$24,900.00	\$52,097.30	\$0.00	\$76,997.30	92.60%	\$6,152.70	\$0.00
2	01-01 30 15 - Geotechnical Engineering	Geotechnical Engineering	\$3,800.00	\$0.00	\$3,800.00	\$0.00	\$3,800.00	100.00%	\$0.00	\$0.00
3	01-01 31 05 - Construction Management Over Site Delivery	Construction Management Over Site Delivery	\$90,000.00	\$33,246.76	\$0.00	\$0.00	\$33,246.76	36.94%	\$56,753.24	\$0.00
4	01-01 31 06 - Project Management	Project Management	\$80,000.00	\$27,984.72	\$0.00	\$0.00	\$27,984.72	34.98%	\$52,015.28	\$0.00
5	01-01 31 08 - Project Controls	Project Controls	\$50,000.00	\$12,660.16	\$0.00	\$0.00	\$12,660.16	25.32%	\$37,339.84	\$0.00
6	01-01 31 11 - Project Modeling	Project Modeling	\$20,000.00	\$9,941.13	\$0.00	\$0.00	\$9,941.13	49.71%	\$10,058.87	\$0.00
7	01-01 31 12 - Master Execution Plan	Master Execution Plan	\$10,000.00	\$3,369.50	\$0.00	\$0.00	\$3,369.50	33.70%	\$6,630.50	\$0.00
8	01-01 31 13 - Project Coordination	Project Coordination	\$50,000.00	\$2,797.74	\$0.00	\$0.00	\$2,797.74	5.60%	\$47,202.26	\$0.00
9	01-01 55 26 - Traffic Control	Traffic Control	\$13,800.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$13,800.00	\$0.00
10	01-01 55 29 - Staging Areas	Staging Areas	\$2,300.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,300.00	\$0.00
11	01-01 57 13 - Temporary Erosion and Sediment Control	Temporary Erosion and Sediment Control	\$40,250.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,250.00	\$0.00
12	01-01 71 13 - Mobilization	Mobilization	\$10,062.94	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$10,062.94	\$0.00
13	10-10 14 53 - Traffic Signage	Traffic Signage	\$2,875.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$2,875.00	\$0.00
14	26-26 56 13 - Lighting Poles and Standards	Lighting Poles and Standards	\$75,900.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,900.00	\$0.00
15	32-32 92 19 - Seeding	Seeding	\$51,923.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$51,923.00	\$0.00
16	32-32 94 19 - Landscape Surfacing	Landscape Surfacing	\$34,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$34,500.00	\$0.00
17	01-01 41 23 - Fees	Fees	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$50,000.00	\$0.00
18	01-01 71 13 - Mobilization	Mobilization	\$58,827.04	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$58,827.04	\$0.00
19	33-33 05 61 - Concrete Manholes	Concrete Manholes	\$28,750.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$28,750.00	\$0.00
20	33-33 05 71 - Cleanouts	Cleanouts	\$19,780.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$19,780.00	\$0.00
21	33-33 14 16 - Site Water Utility Distribution Piping	Site Water Utility Distribution Piping	\$299,539.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$299,539.00	\$0.00
22	33-33 14 19 - Valves and Hydrants for Water Utility Service	Valves and Hydrants for Water Utility Service	\$104,200.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$104,200.00	\$0.00

193

ITEM NO.	COST CODE	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
				23	33-33 31 00 - Sanitary Sewerage Piping					
24	33-33 32 13 - Packaged Wastewater Pumping Stations	Packaged Wastewater Pumping Stations	\$977,500.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$977,500.00	\$0.00
25	01-01 71 13 - Mobilization	Mobilization	\$44,153.65	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$44,153.65	\$0.00
26	02-02 41 00 - Demolition	Demolition	\$21,131.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$21,131.25	\$0.00
27	31-31 11 00 - Clearing and Grubbing	Clearing and Grubbing	\$8,050.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$8,050.00	\$0.00
28	31-31 24 13 - Roadway Embankments	Roadway Embankments	\$31,846.95	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$31,846.95	\$0.00
29	32-32 01 13 - Flexible Paving Surface Treatment	Flexible Paving Surface Treatment	\$305,571.75	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$305,571.75	\$0.00
30	32-32 11 16.16 - Aggregate Subbase Courses	Aggregate Subbase Courses	\$95,565.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$95,565.00	\$0.00
31	32-32 11 23 - Aggregate Base Courses	Aggregate Base Courses	\$305,048.25	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$305,048.25	\$0.00
32	32-32 12 16 - Asphalt Paving	Asphalt Paving	\$75,647.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$75,647.00	\$0.00
33	32-32 16 13 - Curbs and Gutters	Curbs and Gutters	\$82,282.50	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$82,282.50	\$0.00
34	01-01 71 13 - Mobilization	Mobilization	\$23,374.85	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$23,374.85	\$0.00
35	31-31 11 00 - Clearing and Grubbing	Clearing and Grubbing	\$35,333.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$35,333.00	\$0.00
36	31-31 23 16 - Excavation	Excavation	\$40,342.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$40,342.00	\$0.00
37	31-31 23 23 - Fill	Fill	\$141,197.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$141,197.00	\$0.00
38	34-34 11 26 - Ballasted Track Rail	Ballasted Track Rail	\$997,746.82	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$997,746.82	\$0.00
39	34-34 11 26.16 - Track Rail Subballast	Track Rail Subballast	\$168,130.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$168,130.00	\$0.00
TOTALS:			\$4,578,117.00	\$114,900.01	\$55,897.30	\$0.00	\$170,797.31	3.73%	\$4,407,319.69	\$0.00

Grand Totals

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	% (G / C)	BALANCE TO FINISH (C - G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
			GRAND TOTALS:						

EB



ENTERED AS JOB COST KBCM Group
 Date: 4/15/2020 4:15:12 PM
 By: Skyler_KBCM APPROVED
 PO/SC: PO 2020-102-001 REVISE
 Job: POCATELLO REJECTED

POCATELLO 2020-102 KBCM Group		
Pay Application: 3		
SUB JOB	COST CODE	TOTAL
SITE	01 30 11	19,382.50
Skyler_KBCM 04/15/2020 4:12:49 PM		

Frigitek Industrial Parks
 6565 N MacArthur Blvd.
 Suite 225
 Dallas, TX 75039
 Skyler Blankenfeld

Invoice number 16-2640
 Date 04/15/2020
 Project Pocatello Cold Storage Site Design
 (2322 R-1)

CCO #001 PO-2020-101-001

CCO #001 PO-2020-101-001

INVOICE -Hourly Not To Exceed

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
SITE VISITS	2,650.00	0.00	0.00	0.00
LEASE BOUNDARY ESTABLISHMENT	2,700.00	0.00	456.00	456.00
WAREHOUSE SITE AND UTILITY DESIGN	18,200.00	680.00	17,458.50	16,778.50
CONSTRUCTION STORMWATER PERMIT	2,200.00	0.00	2,148.00	2,148.00
Total	25,750.00	680.00	20,062.50	19,382.50

PROFESSIONAL FEES

	Hours	Billed Amount
Principal Engineer	2.00	340.00
Project Engineer	79.50	12,084.00
Project Designer	38.00	5,016.00
Designer	18.50	1,942.50
Professional Fees subtotal	138.00	19,382.50
Invoice total		19,382.50

Thank you for your business



ENTERED AS JOB COST
 Date: 5/19/2020 10:30:38 AM
 By: Skyler_KBCM APPROVED
 PO/SG: PO 2020-101-001 REVISE
 Job: POCATELLO REJECTED
 Commitment Change Order 002

POCATELLO 2020-102		
Pay Application: 4		
SUB JOB	COST CODE	TOTAL
SITE	01 30 11	32,714.80
Skyler_KBCM 05/19/2020 4:13:49 PM		

KCB

Frigitek Industrial Parks
 6565 N MacArthur Blvd.
 Suite 225
 Dallas, TX 75039
 Skyler Blankenfeld

Date 04/15/2020
 Project Pocatello Cold Storage Streets & Utilities (2322 R-2)

CCO #002 PO 2020-101-001
 CCO #002 PO 2020-101-001

INVOICE -Hourly Not To Exceed

Description	Contract Amount	Prior Billed	Total Billed	Current Billed
SITE VISITS	2,650.00	0.00	0.00	0.00
STREET DESIGN SURVEY	8,000.00	0.00	8,236.80	8,236.80
INDUSTRIAL PARK TRUCK ROUTE STREET DESIGN	18,200.00	0.00	8,025.00	8,025.00
RAILROAD CONSTRUCTION DESIGN	13,200.00	0.00	4,539.00	4,539.00
FIRE & DOMESTIC WATER SERVICE DESIGN	9,100.00	0.00	7,768.00	7,768.00
SEWER LINE DESIGN	4,900.00	0.00	2,298.00	2,298.00
STORMWATER PERMITTING	2,200.00	0.00	1,848.00	1,848.00
Total	58,250.00	0.00	32,714.80	32,714.80

PROFESSIONAL FEES

	Hours	Billed Amount
Principal Engineer	2.00	340.00
Project Engineer	109.50	16,644.00
Project Designer	17.00	2,244.00
Designer	50.00	5,250.00
Professional Fees subtotal	178.50	24,478.00

CONSULTANT


	Billed Amount
Survey Consultant	8,236.80
Consultant subtotal	8,236.80
Invoice total	32,714.80

Thank you for your business

Xcell Engineering, LLC

260 Laurel Lane
Chubbuck ID, 83202
208-237-5900

Invoice


ENTERED AS JOB COST 

Date: 5/13/2020 10:25:07 AM
 By: Skyler_KBCM APPROVED
 PO/SC: PO 2020-101-003 REVISE
 Job: POCATELLO REJECTED

Date	Invoice #
3/20/2020	2126

Bill To

Frigitek Industrial Parks, Inc
6565 N MacArthur Blvd Suite 225
Dallas, TX 75039

POCATELLO 2020-101 

Pay Application: NA

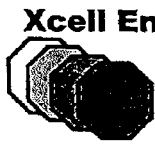
SUB JOB	COST CODE	TOTAL
SITE	01 30 15	3,800.00

Skyler_KBCM 05/13/2020 10:23:02 AM

P.O. No.	Terms	Project
P20416	Due on receipt	

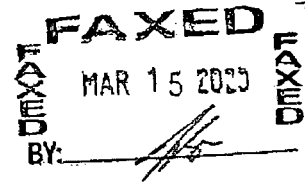
Quantity	Description	Rate	Amount
1	Engineering/GE Evaluation FRIGITEK INDUSTRIAL PARK/Pocatello Airport	3,800.00	3,800.00
Total			\$3,800.00

Handwritten signature



Xcell Engineering, LLC

260 Laurel Lane
Chubbuck, ID 83202
Phone (208) 237-5900
Fax (208) 237-5925
E-mail: paul@xcelleng.com



March 15, 2020
P20416

Mr. Scott Thompson
Frigitetek Industrial Parks, Inc.
6565 N. MacArthur Blvd Suite 225
Dallas, TX 75039

RE: **GEOTECHNICAL REPORT**
Frigitetek Industrial Park
Pocatello Airport
Pocatello, ID

Scott:

Xcell Engineering has performed the authorized geotechnical evaluation for the proposed industrial Park in Pocatello, Idaho. This evaluation was performed to assess the subsurface soil and groundwater conditions at the proposed site to depths of 12 feet or less. Geotechnical information in this report will be used to assist project planning, design and construction.

This report summarizes the results of our field evaluation, provides laboratory test results and presents our geotechnical findings and opinions. Specific geotechnical information is included in this report for soil and groundwater characteristics encountered during our field exploration. The report provides information based solely on our understanding of the project concept. If project plans are modified we recommend additional specific geotechnical evaluation be performed. Site dewatering during and post construction may be a significant component of design and construction for the project. Individual portions of this report cannot be relied upon without the supporting text throughout the report.

It has been our experience that maintaining geotechnical design continuity through all phases of the project reduces the potential for soil-engineering related errors during design and construction and contributes to overall project success and economy. We appreciate the opportunity to work with you on this project. Please contact our office if you have questions or comments.

Sincerely,
Xcell Engineering, LLC

J. Paul Bastian, PE
Project Engineer



Building on Excellence

Invoice Report

Project: Cold Storage Facility
 Frigitek Industrial Parks
 Pay Application #: 3
 Period: 3/26/2020 - 4/25/2020

Invoices

Invoice #	Vendor	Scope Billed	Amount Billed	Amount Approved	Variance	Total
ASM_16-2640	ASM Engineering Consultants	Civil Engineering	19,382.50	19,382.50	-	19,382.50
ASM_16-2641	ASM Engineering Consultants	Civil Engineering	32,714.80	32,714.80	-	32,714.80
XCELL_2126	Xcell Engineering	Geotechnical Report	3,800.00	3,800.00	-	3,800.00

Summary

Vendor	Total Approved	Check #	Remit Name	Address
ASM Engineering Consultants	52,097.30		ASM Engineering Consultants	P.O. Box 452, Andover, KS 67002
Xcell Engineering	3,800.00		Xcell Engineering, LLC	260 Laurel Lane, Chubbuck, ID 83202

FB

Committed Costs

Export Date 4/25/20020

Project	Number	Vendor	Title	Executed	Total Contract Amount	Invoices	Pending Change Orders	Total Payments	% Paid
2020-102 TIF Improvements	PO-2020-102-001	ASM Engineering Consultants	Site Civil Engineering TIF	Yes	79,497.30	76,997.30	-	24,900.00	31.32%
	PO-2020-102-002	KBCm Group - Construction Management	Construction Management Delivery and Over Site	Yes	180,000.00	90,000.00	-	90,000.00	50.00%
	PO-2020-102-003	Xcell Engineering	Geotechnical Engineering	Yes	3,800.00	3,800.00	-	-	0.00%

KB

Cost Report

2020-101 Pocatello Cold Storage
K3Cm Group Cost Report

Printed August 11, 2020 at 9:40 AM
Frigitex Industrial Parks
Pocatello, ID
United States

Export Date 4/25/2020

Project	Sub Job	Cost Code	Original Budget Amount	Approved COs	Revised Budget	Committed Costs	Direct Costs	Job to Date Costs	Forecast To Complete	Estimated Cost at Completion	Projected over Under
2020-102 TIF	1. STREETS	01-0171 13 - Mobilization	44,153.65	-	44,153.65	-	-	-	44,153.65	44,153.65	-
	1. STREETS	02-02 41 00 - Demolition	21,131.25	-	21,131.25	-	-	-	21,131.25	21,131.25	-
	1. STREETS	31-31 11 00 - Clearing and Grubbing	8,050.00	-	8,050.00	-	-	-	8,050.00	8,050.00	-
	1. STREETS	31-31 24 13 - Roadway Embankments	31,846.95	-	31,846.95	-	-	-	31,846.95	31,846.95	-
	1. STREETS	32-32 01 13 - Flexible Paving Surface Treatment	305,571.75	-	305,571.75	-	-	-	305,571.75	305,571.75	-
	1. STREETS	32-32 11 16.16 - Aggregate Subbase Courses	95,565.00	-	95,565.00	-	-	-	95,565.00	95,565.00	-
	1. STREETS	32-32 11 23 - Aggregate Base Courses	305,048.25	-	305,048.25	-	-	-	305,048.25	305,048.25	-
	1. STREETS	32-32 12 16 - Asphalt Paving	75,647.00	-	75,647.00	-	-	-	75,647.00	75,647.00	-
	1. STREETS	32-32 16 13 - Curbs and Gutters	82,282.50	-	82,282.50	-	-	-	82,282.50	82,282.50	-
	2. UTILITIES	01-01 41 23 - Fees	50,000.00	-	50,000.00	-	-	-	50,000.00	50,000.00	-
	2. UTILITIES	01-01 71 13 - Mobilization	58,827.04	-	58,827.04	-	-	-	58,827.04	58,827.04	-
	2. UTILITIES	33-33 05 07.24 - Casing Piping for Utility Jacking	-	-	-	-	-	-	-	-	-
	2. UTILITIES	33-33 05 61 - Concrete Manholes	28,750.00	-	28,750.00	-	-	-	28,750.00	28,750.00	-
	2. UTILITIES	33-33 05 71 - Cleanouts	19,780.00	-	19,780.00	-	-	-	19,780.00	19,780.00	-
	2. UTILITIES	33-33 14 16 - Site Water Utility Distribution Piping	299,539.00	-	299,539.00	-	-	-	299,539.00	299,539.00	-
	2. UTILITIES	33-33 14 19 - Valves and Hydrants for Water Utility Service	104,200.00	-	104,200.00	-	-	-	104,200.00	104,200.00	-
	2. UTILITIES	33-33 31 00 - Sanitary Sewerage Piping	45,540.00	-	45,540.00	-	-	-	45,540.00	45,540.00	-
	2. UTILITIES	33-33 32 13 - Packaged Wastewater Pumping Stations	977,500.00	-	977,500.00	-	-	-	977,500.00	977,500.00	-
	3. RAILROAD	01-01 71 13 - Mobilization	23,374.85	-	23,374.85	-	-	-	23,374.85	23,374.85	-
	3. RAILROAD	31-31 11 00 - Clearing and Grubbing	35,333.00	-	35,333.00	-	-	-	35,333.00	35,333.00	-
	3. RAILROAD	31-31 23 16 - Excavation	40,342.00	-	40,342.00	-	-	-	40,342.00	40,342.00	-
	3. RAILROAD	31-31 23 23 - Fill	141,197.00	-	141,197.00	-	-	-	141,197.00	141,197.00	-
	3. RAILROAD	34-34 11 26 - Ballasted Track Rail	997,746.82	-	997,746.82	-	-	-	997,746.82	997,746.82	-
	3. RAILROAD	34-34 11 26.16 - Track Rail Subballast	168,130.00	-	168,130.00	-	-	-	168,130.00	168,130.00	-
	4. SITE GENERAL	01-01 30 11 - Civil Engineer	83,150.00	-	83,150.00	79,497.30	-	76,997.30	3,652.70	83,150.00	-
	4. SITE GENERAL	01-01 30 15 - Geotechnical Engineering	3,800.00	-	3,800.00	3,800.00	-	3,800.00	-	3,800.00	-
	4. SITE GENERAL	01-01 31 05 - Construction Management Over Site Delivery	90,000.00	-	90,000.00	44,761.99	-	44,761.99	476.02	90,000.00	-
	4. SITE GENERAL	01-01 31 06 - Project Management	80,000.00	-	80,000.00	19,897.21	-	19,897.21	40,205.58	80,000.00	-
	4. SITE GENERAL	01-01 31 08 - Project Controls	50,000.00	-	50,000.00	9,538.63	-	9,538.63	30,922.74	50,000.00	-
	4. SITE GENERAL	01-01 31 11 - Project Modeling	20,000.00	-	20,000.00	9,918.23	-	9,918.23	163.54	20,000.00	-
	4. SITE GENERAL	01-01 31 12 - Master Execution Plan	10,000.00	-	10,000.00	1,684.75	-	1,684.75	6,630.50	10,000.00	-
	4. SITE GENERAL	01-01 31 13 - Project Coordination	50,000.00	-	50,000.00	4,199.19	-	4,199.19	41,601.62	50,000.00	-
	4. SITE GENERAL	01-01 51 13 - Temporary Electricity	1,500.00	-	1,500.00	-	-	-	-	1,500.00	-
	4. SITE GENERAL	01-01 55 26 - Traffic Control	13,800.00	-	13,800.00	-	-	-	13,800.00	13,800.00	-
	4. SITE GENERAL	01-01 55 29 - Staging Areas	2,300.00	-	2,300.00	-	-	-	2,300.00	2,300.00	-
	4. SITE GENERAL	01-01 57 13 - Temporary Erosion and Sediment Control	40,250.00	-	40,250.00	-	-	-	40,250.00	40,250.00	-
	4. SITE GENERAL	01-01 71 13 - Mobilization	10,062.94	-	10,062.94	-	-	-	10,062.94	10,062.94	-
	4. SITE GENERAL	10-10 14 53 - Traffic Signage	2,875.00	-	2,875.00	-	-	-	2,875.00	2,875.00	-
	4. SITE GENERAL	26-26 56 13 - Lighting Poles and Standards	75,900.00	-	75,900.00	-	-	-	75,900.00	75,900.00	-
	4. SITE GENERAL	32-32 92 19 - Seeding	51,923.00	-	51,923.00	-	-	-	51,923.00	51,923.00	-
	4. SITE GENERAL	32-32 94 19 - Landscape Surfacing	34,500.00	-	34,500.00	-	-	-	34,500.00	34,500.00	-
Total			4,579,617.00	-	4,579,617.00	173,297.30	-	170,797.30	4,314,819.70	4,579,617.00	-

Handwritten mark

Lien Waiver Report

Printed August 11, 2020 at 9:48 AM
 Frigitek Industrial Parks
 Pocatello, ID
 United States

Export Date 4/25/2020

Project	Vendor	Invoices to Date	Payments to Date	Amount Billed for Selected	Waivers Collected for Selected	Current Pay App Period
				Period	Period	
2020-102 TIF Improvements	ASM Engineering Consultants	76,997.30	24,900.00	52,097.30	52,097.30	3
	Xcell Engineering	3,800.00	-	3,800.00	-	3
	KBCm Group	90,000.00	90,000.00	-	-	3

FB

AGENDA ITEM

NO. 8

Anderson, Carl

From: Anderson, Carl
Sent: Monday, June 22, 2020 11:50 AM
To: 'pkushlan@fiberpipe.net'
Subject: Request for professional services - Eligibility Study
Attachments: Preliminary URA Proposal - Nov. 2019.pdf; Preliminary Propsoal condtinued - PDA Jan. 15 2020.pdf; Preliminary Propsoal 2-19-2020.pdf; Preliminary Proposal 06172020.pdf

Hello,

I hope this email finds you well. My name is Carl Anderson and I am serving as the Interim Executive Director to the Pocatello Development Authority. The PDA has expressed interest retaining consulting services to prepare an eligibility study and assist with determining the best case boundaries of a new proposed Urban Renewal Area. At their meeting held last week the PDA authorized an eligibility and feasibility study for a potential TIF located in the South 5th area of Pocatello. The purpose of this email is to request a proposal for an eligibility study to present to the Board at their next regular meeting.

During late 2019 and spring of 2020 the Developer approached the PDA to discuss the possibility of examining certain properties generally within the "Prime Time Auction Site". There was some interest expressed in expanding the boundaries to North and South. As currently proposed, the URA would allow for the Development of the site and installation of the public utilities/infrastructure as required.

I've attached extracts of the preliminary proposal that have been circulated to the Board for your reference.

I am happy to discuss the details of the proposal and study area at your convenience.

Thank you for your time and consideration.

Sincerely,

CARL ANDERSON | CITY OF POCATELLO

Senior Planner | Planning & Development Services

911 N 7th Avenue | PO Box 4169 | Pocatello ID 83205-4169

Office 208-234-6278 | canderson@pocatello.us

Anderson, Carl

From: Anderson, Carl
Sent: Monday, June 22, 2020 11:50 AM
To: 'brentj.tolman@gmail.com'
Subject: Request for professional services - Eligibility Study
Attachments: Preliminary URA Proposal - Nov. 2019.pdf; Preliminary Propsoal 2-19-2020.pdf; Preliminary Propsoal condtinued - PDA Jan. 15 2020.pdf; Preliminary Proposal 06172020.pdf

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CARL ANDERSON | CITY OF POCATELLO

Senior Planner | Planning & Development Services

911 N 7th Avenue | PO Box 4169 | Pocatello ID 83205-4169

Office 208-234-6278 | canderson@pocatello.us

AGENDA ITEM

~~NO. 11~~

November 2019

**POCATELLO DEVELOPMENT AUTHORITY (PDA)
Preliminary Application for use of Tax Increment Financing**

Application:

Name: Tanner Hernandez, Prime Time Auctions Inc **Date:** Nov 10, 2019

Mailing Address: 3400 S 5th Pocatello 83204

Work Phone: 208 232-4912 **Cell Phone:** 208 221-9285

E-Mail: sold@primetimeauctions.com

Project Description: New Gas Station and Auction Warehouse Improvements

Project Location: 3200 – 3400 S 5th Pocatello

Is this project currently in an urban renewal area? No

Is the project currently in a revenue allocation area? No

Conditions associated with this location:

This property had 2 Gas Stations and a Restaurant Developed on it from 1950s – 1970s. A portion was platted as a Residential Development in 1950 and one home was built. The Freeway then dissected the development in the 1960s. It was since zoned as commercial property. The old gas station has been used as many different businesses. The others have been torn down. The fuel tanks have been removed and cleanup complete. Several factors have kept the area from developing and are hoping to change this and revitalize this area.

Current Assessed Value of Project Location:

Prime Time Subdivision Lots 1 & 2 4.5 Acres: \$597,000 (Tax \$13,231 year)

Prime Time Subdivision Lots 3 + Metes and Bounds

Total 6.5 Acres: \$586,000 (Tax \$7,920 year)

Calculated (S6-T7S-R35E TR LOT 5 TAX 429 0.70 AC TR LOT 5 TAX 437 1.65 AC COUNT PROP IN POCATELLO) Lot 3 \$262,200 taxed as undeveloped ground, \$236,500, \$15,700, \$27,400, \$44,200.

Estimated Construction Value of Project:

(Estimate of New Tax Value)

Prime Time Subdivision Lots 1 & 2

Total 4.5 Acres: \$1,317,000 to \$1,900,000 (Tax \$29,000 - \$42,231)

Prime Time Subdivision Lots 3 + Metes and Bounds

Total 6.5 Acres: \$800,000 - \$1,100,000 (Tax \$17,600 - \$23,600)

Total Current: \$21,151 Improved Value: \$46,600 - \$65,831

Potential Increase in dollars to TIF: Range - \$25,449 - \$44,680 Annually

Number of jobs created by this project: 8 - 15 Wage range of jobs: \$12 – \$30 per hour

Employee Benefits? Yes If yes, please describe: Paid Vacation, Company Sponsored Retirement, Company Sponsored Health Insurance, Bonuses, Commissions

Time frame for job creation: 2020

Construction start date for project: March 2020 Anticipated completion date: Oct 2020

Briefly describe other public benefit(s) associated with this project: Improved Public Infrastructure, Much Needed Services in the Area, Beautification, Removal of Old and New Installation,

Does this project compete with other, already established businesses? How? The Auction Business does not, it compliments and works with many businesses, Gas Station would add services not available in the area with RV and Diesel Services for Trucks, there is another gas station on the other side of freeway.

Is this project currently subject to a competitive bid process? Please explain: No

Are there other applicants that may be interesting in applying for PDA assistance for this same project? Please explain: Yes. There are other properties in the area that could use infrastructure improvements. Sidewalks, Go Underground with Cable Lines to remove deteriorating Telephone Poles, Potential Traffic Improvements, Improved Utilities.

Relationship of named applicant to the project: Owner

Type of Assistance Requested

- (check all that apply):
- Public Infrastructure (water, sewer, street, etc.).
 - Public Facility (building, park, parking lot, etc.).
 - Match for other funding.
 - Inspections, tests, surveys, appraisals, etc.
 - Property Acquisition.
 - Structure Demolition and Clearance.
 - Other? Please Specify _____

Amount of Assistance Requested: 70,000 – 350,000 Depending

Form of Assistance Requested:

- Grant of Funds.
- Loan of Funds.
- Reimbursement for Approved Expenditures.
- Pay-As-You Go.
- Bonding.
- Other? Please specify _____

Other helpful information? Please list: _____

Return completed application to:

PDA Executive Director
City of Pocatello
P O Box 4169
Pocatello ID 83205

Improvements being proposed, by priority:

Telephone Poles removed and Cable going underground

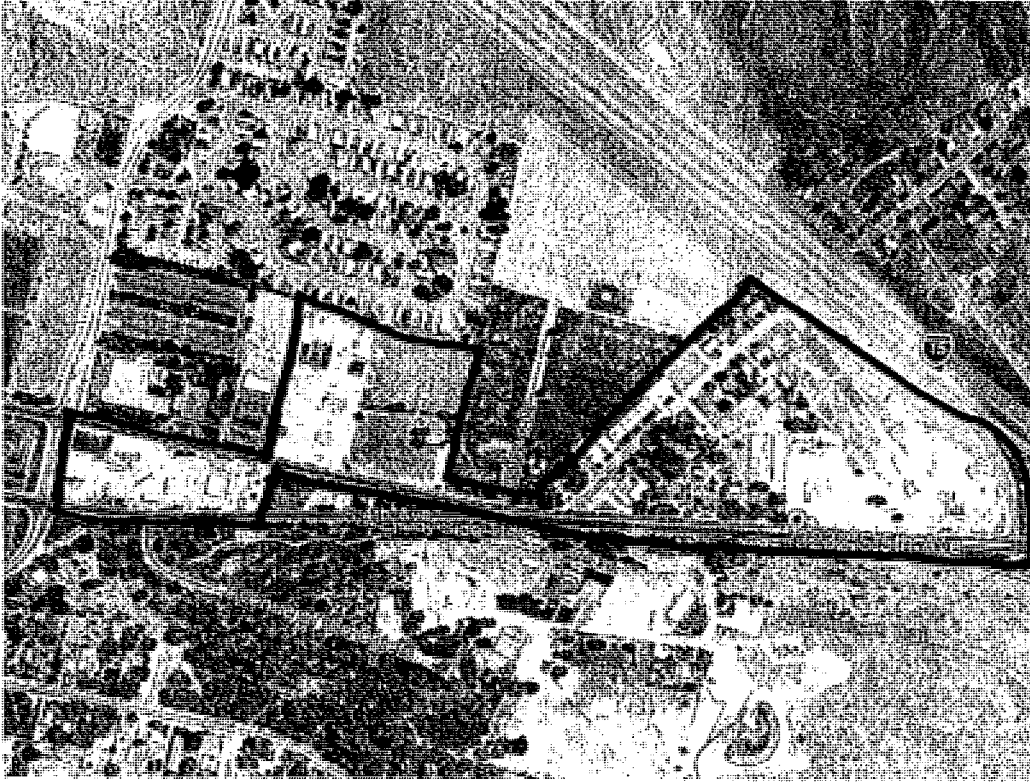
Sidewalks

Utility improvements

Improved Curb Cuts, Entry into property from State Property

Traffic Flow – Potentially working with ITD for Traffic Signals

Improving offramp



January 2020

Information provided by Tanner Hernandez

Project: South Pocatello Exit 67 Gas Station and Auction Facility

3400 S 5th Pocatello ID 83204

We would like to look at only the area surrounding the new gas station and auction facility development for this month.

We are waiting for the Traffic Study to be complete and will evaluate and add the information that is pertinent at that time.

TIF Improvement Details By Priority, Potential C Store, Auction Facility:

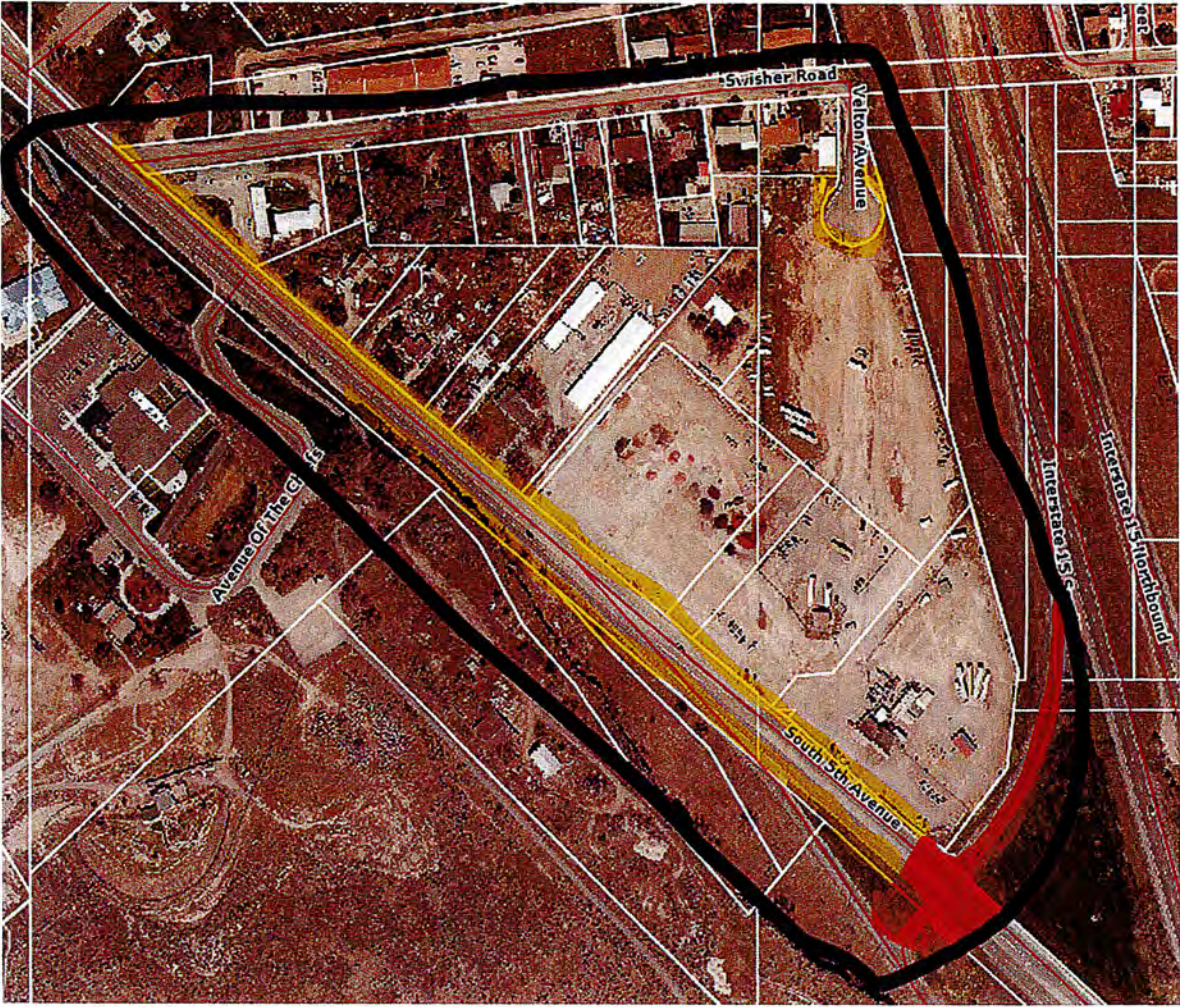
- 1 Telephone Poles Removed along S 5th underground 4 in front of 3380 - 3200 S 5th
Centurylink: \$24,287. Sparklight / Cableone: \$2,153.
- 2 Sidewalk from 3400 - 3200 S 5th - 750 ft \$6,000
- 3 Sidewalk around Velton Culdesac - 300 ft \$2,500
- 4 Telephone Poles Removed go Underground 3150 - 3020 S 5th 820 ft \$40,000
- 5 Sidewalk 3150 - 3020 S 5th 820 ft \$6,600
Subtotal - \$81,545
- 6 Stop Light at I 15 Exit 67 Off ramp - shared with ITD, City (\$ 250,000.00- \$350,000.00)
- 7 Improved S 5th Access per traffic study - update median, widen exit 67 offramp, deceleration lane (\$ 200,000.00 or more depending on the overall scope)

Potential other TIF in South Area - New Construction include:

- New Office Building being built at **443 Fredregill** Feurborn & Associates
- Potential New Storage Buildings being built at **2806 S 5th** Intermountain Storage
- Manufactured Home Sales** - S 4th in front of Bengal Creek Apartments
- Stop Light at S 4th & Barton Rd (\$ 200,000.00- \$300,000.00)
- Sidewalks on S 4th & S 5th

Other potential improvements

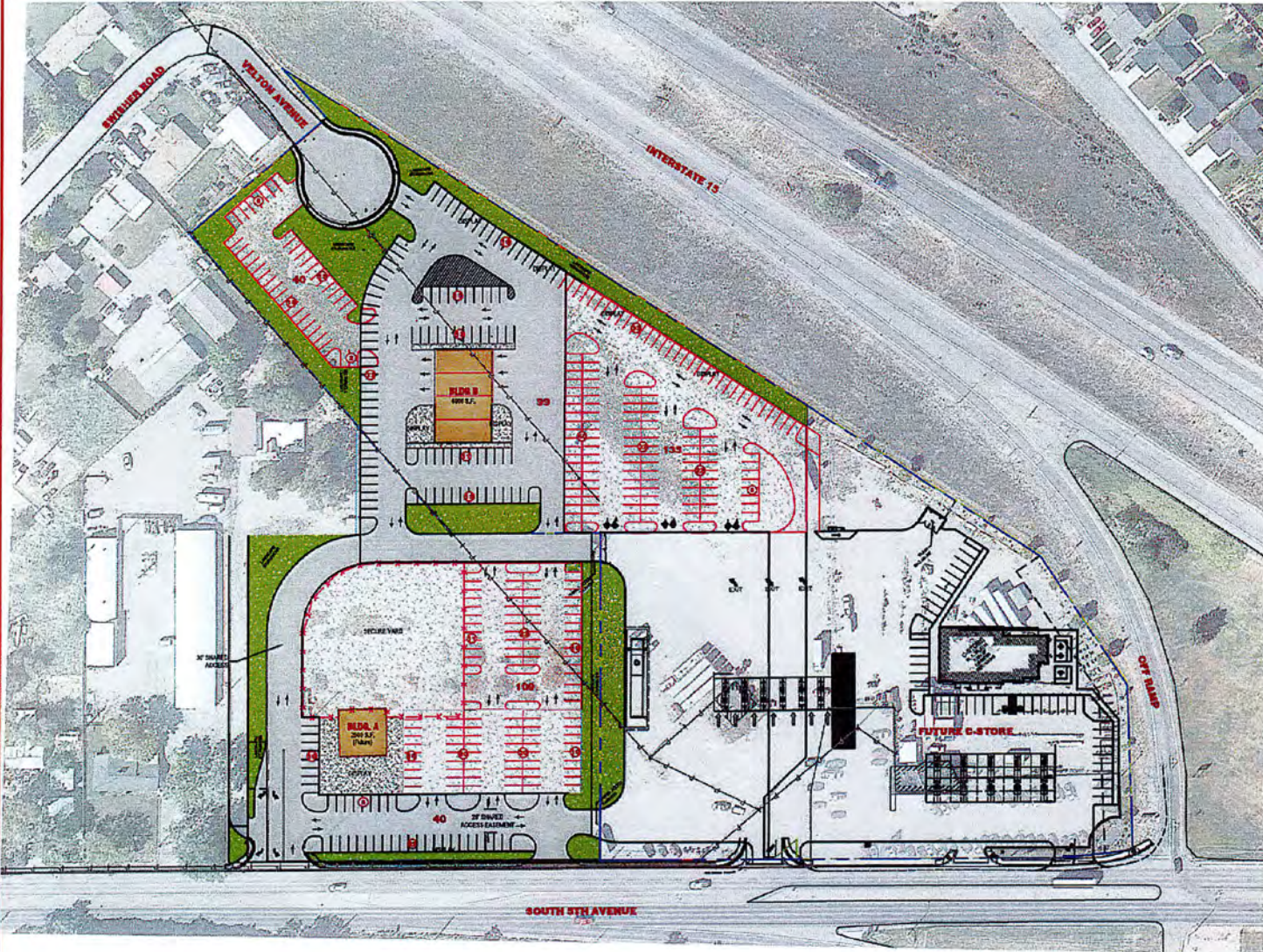
- Power Poles removed along easements and any new easements with updated services
- Utility Improvements to serve new potential buildings at 3200 - 3330 S 5th
- Utility Improvements to serve building at Velton Culdesac
- Gas Line rerouted in new easements



February 2020

OVERVIEW MAP FOR:
PRIME TIME COMMERCIAL DEVELOPMENT

LOCATED IN THE WEST 1/2 OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



VICINITY MAP
 LEGEND & NOTES



OVERVIEW MAP FOR:
PRIME TIME COMMERCIAL DEVELOPMENT

LOCATED IN THE WEST 1/2 OF THE NORTH 1/2 OF SECTION 6, TOWNSHIP 7 SOUTH, RANGE 35 EAST, OF THE BOISE MERIDIAN, BANNOCK COUNTY, IDAHO



DEVELOPER INFORMATION		ADDRESS	
NAME	PRIME TIME DEVELOPMENT	3400 SOUTH 5TH AVENUE	
CONTACT	TAMARA HERGENROTZ	PICKAVILLE, IDAHO, 83281	
PHONE	208-371-3357		
SHEET INFORMATION			
DESIGNED BY	DATE	CHECKED BY	DATE
PROJECT #	DATE CREATED	PROJECT #	DATE REVISED
BILL PATH	APP/PROPOSED	MAN/PLANS	2 ESD - 1800 2019-11-11 11:11 AM BLS (LPT)

RMES
 Engineers • Surveyors • Planners
 301 5th St. W. #130 • Washouk, WA 98091 • (701) 872-0110
 800 E. Oak St. • Pocatello, ID 83201 • (208) 234-0110

Anderson, Carl

From: Tanner Hernandez <sold@primetimeauctions.com>
Sent: Friday, February 7, 2020 4:42 PM
To: Anderson, Carl
Subject: February PDA Agenda
Attachments: Concept with Joint Easement Roads Paving.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Project: South Pocatello Exit 67 Gas Station and Auction Facility
3400 S 5th Pocatello ID 83204

We had a productive meeting with ITD on Feb 7, 2020 and have a plan to move forward.

It would be good to break this proposal down into 3 groups:

1. **ITD would like to explore a joint venture** to install the traffic signal and some traffic improvements. If the City and PDA could partner with them they could potentially get the installation of needed improvements done sooner (1-2 years) rather than later (5-7 years). Chris Perisol, Sr Transportation Planner & Corey Krantz Traffic Engineer will be attending the PDA Meeting to explore options. Chris Perisol believes the investment would be \$400,000 to \$500,000. We propose that PDA use existing funds to help in this project. Then request the city put any funds and resources available to assist.
2. **Maverik will be installing** Deceleration and Acceleration Lanes, Sidewalks and Infrastructure Improvements. Doug Meldrum, Mavericks Land Entitlement Manager will be attending the PDA meeting and can discuss his ideas.
3. **TIF proposal infrastructure improvements:**
 - 1 Telephone Poles Removed along S 5th underground 4 in front of 3380 - 3200 S 5th Centurylink: \$24,287. Sparklight / Cableone: \$2,153.
 - 2 Sidewalk from 3400 - 3200 S 5th - 750 ft \$6,000
 - 3 Sidewalk around Velton Culesac - 300 ft \$2,500
 - 4 Telephone Poles Removed go Underground
3150 - 3020 S 5th 820 ft \$40,000 - \$100,000 waiting on details from centurylink
 - 5 Sidewalk 3150 - 3020 S 5th 820 ft \$6,600
 - 6 Other potential Sidewalks on Swisher St, Utility Improvements \$10,000Subtotal - \$91,545 - \$151,545

By estimates provided by Melanie Gygli last month - additional TIF funds could generate anywhere from \$293,000 - \$570,520 over a 20 year term or \$14,662 - \$28,526 per year. This situation fits the criteria for the TIF and is sure to be successful in rejuvenating the area.



The Traffic and Civil Engineers will be working on additional Maps and Documents. I will supply those to you when we have them.

Thank you,

Tanner Hernandez

C: (208) 221-9285 | O: (208) 232-4912, 3400 S 5th Ave. Pocatello, ID 83204
sold@primetimeauctions.com

On Thu, Feb 6, 2020 at 11:38 AM Anderson, Carl <canderson@pocatello.us> wrote:

That's great to hear!

Please remember that anything you would like to have on the PDA agenda in February will need to be submitted no later than 8AM Monday (February 10, 2020). If you're not ready by then, we can aim for the March agenda.

Thank you!

-Carl

From: Tanner Hernandez <sold@primetimeauctions.com>
Sent: Tuesday, February 4, 2020 12:58 PM
To: Anderson, Carl <canderson@pocatello.us>
Cc: Gygli, Melanie <mgygli@pocatello.us>
Subject: Re: February PDA Agenda request

Thank you. We are making progress.

Doug Meldrum and his team with Civil and Traffic Engineers, along with RMES will be meeting with ITD Friday at 1:00 to discuss. (Attaching the most recent Traffic Study)

From CenturyLink email on removing poles:

The scope of work to complete the relocation all the way to Swisher Rd is approximately 4 times larger in size. As such, I am comfortable providing an approximate cost estimate of \$100,000. I would require some form of commitment from you and the City if I am to narrow this cost further.

Biser Fan

CenturyLink Engineer II

930 W Cedar St

Pocatello, ID 83201

Tel: 208.234.0075

Fax: 208.234.3209

Biser.Fan@CenturyLink.com

We will send additional information to continue the process this month.

Tanner Hernandez

June 2020

Anderson, Carl

From: Tanner Hernandez <sold@primetimeauctions.com>
Sent: Monday, June 8, 2020 8:02 AM
To: Anderson, Carl
Subject: June PDA Meeting Agenda - S 5th S Pocatello
Attachments: 05-20-84 Maverik 5th Ave Letter.pdf; KMST LLC v County of Ada.pdf; Lochsa Falls LLC v State.pdf; Maverik Site-0199_Various Turning Movement Exhibits_050720(1).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

PDA / Carl Anderson please add this to the upcoming PDA Meeting.

Maverik and Prime Time Auctions are requesting the following:

For the PDA to fund as much as it can of the Stop Light at Exit 67 as it can from funds it currently has for community improvement.

Prime Time / Mavrik will get a loan to fund much of the other improvements down S 5th up to \$200,000, then being reimbursed by the new tif district.

See attached supporting documents:

TIF proposal infrastructure improvements:

- 1 Telephone Poles Removed along S 5th underground 4 in front of 3380 - 3200 S 5th Centurylink: \$24,287. Sparklight / Cableone: \$2,153.
 - 2 Sidewalk from 3400 - 3200 S 5th - 750 ft \$6,000
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- Subtotal - \$91,545 - \$151,545

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

From: Corey Krantz <Corey.Krantz@itd.idaho.gov>
Date: Tue, May 19, 2020 at 2:53 PM
Subject: RE: [EXTERNAL] Update and Timing S 5th Pocatello
To: Doug Meldrum <Doug.Meldrum@maverik.com>, Todd Hubbard <Todd.Hubbard@itd.idaho.gov>
Cc: Tanner Hernandez <sold@primetimeauctions.com>, Joe Tonumaipca <Joe.Tonumaipca@maverik.com>

Mr. Meldrum,

Here is the ITD reply for your permit.

June 25, 2020

Mr. Carl Anderson, Interim Executive Director, Pocatello Development Authority
911 N 7th Avenue
Pocatello, ID 83201

Re: Potential urban renewal district

Dear Mr. Anderson,

Thank you for reaching out to inquire of my interest in assisting the Pocatello Development Authority (PDA) in their consideration of a potential new urban renewal district in the city. As you now I served the PDA in support of their consideration of the Northgate Urban Renewal District established in 2019. In addition to that work, I have advised ten other Idaho cities and one Idaho county in similar assignments. In many of those cities, I have been involved in the establishment of more than one new district. Please see the attached resume for a complete listing of projects conducted in Idaho. Prior to establishing my consulting practice, I had served as the Executive Director of the Capital City Development Corporation, Boise's urban renewal agency, for twelve years.

I understand that your current focus is on properties proximate to Interstate 15 at Exit 67 and is prompted by an expression of interest by Mr. Hernandez, the property owner, seeking to develop new freeway- oriented development. The issues currently before the PDA Board are: (1) whether the area under consideration is eligible for the establishment of a new district under the criteria established in state law and (2) if additional areas also would qualify to create a broader district than Mr. Hernandez's properties.

As you can see from my resume, I have conducted reports on the eligibility of areas under consideration for new districts throughout the state. In addition, I have conducted specific reviews of potential boundaries on proposed districts in Hailey, Meridian, McCall and currently again on another project in Hailey.

The process that I have used in exploring potential boundaries of a district is to work with Agency Staff and Board of Commissioners in identifying a "Preliminary Study Area" that includes those properties expressing interest in inclusion as well as a broader area in which the Agency has an interest in receiving additional information. I often break the areas with unique characteristics into "Sub-Areas" for review. If a preliminary analysis suggests any "Sub-Area" should be eliminated from further consideration, that information will be shared with the Agency and a final determination made as to what areas should be included in the formal eligibility study for Agency consideration.

The eligibility study is then conducted with the remaining areas being reviewed separately and then as a single combined district in order to give the Commissioners and City Council broad flexibility in their decisions to move forward and in what configuration any new district might

have. The decision-makers can decide to (1) move forward with one Sub-area and not others, (2) create separate districts conforming to the Sub-areas, (3) combine the Sub-Areas into one consolidated district or (4) conversely choose to proceed with none of the Sub-areas.

My hourly rate for the services noted remain unchanged from those charged during the Northgate District process in 2017-19; \$150 per hour, plus direct expenses.

I have reviewed the area represented by the Hernandez properties and the surrounding areas including the areas to the south, west and north. A conversation with Agency Staff and Board would direct where my preliminary review should be focused.

I anticipate the phases of the project would be as follows:

Boundary Determination:	\$1,500.00
Eligibility Report:	\$7,500.00

In addition, if the Board and City Council elect to proceed with the creation of a new district or districts, a financial feasibility report will be required as a part of the new urban renewal plan. I have prepared that report for each of the projects I have conducted and, even though that is not part of the current proposal request, I will note that I would expect an not to exceed amount of \$10,000 for that work, should you choose to have me do that.

The structure of the relationship with both McCall and Hailey is an On-Call Services Contract with specific projects defined and initiated by Task Orders. If you prefer, we can define the work in a discreet service agreement. I have attached the recently executed agreement with Hailey Urban Renewal Agency for your information.

Again, thank you for reaching out to me and I look forward to discussing your requirements further.

Sincerely,



Phil Kushlan, Principal

Attachments:

1. Phillip K. Kushlan Resume
2. Contract example with the City of Hailey, ID



Kushlan | Associates provides planning and management services to Idaho communities and non-profits. The foundation of the firm is experience and expertise that can address the unique challenges of local government in Idaho. A full range of services is provided, including: urban renewal, strategic planning, project management, municipal finance, general planning and zoning, community outreach and organizational development.

Phillip Kushlan

E-mail: pkushlan@fiberpipe.net

EXPERIENCE:

Kushlan | Associates, Principal (July 2011 – present)
Boise, ID

Eligibility Report for the Woodside South Urban Renewal Area, Hailey Urban Renewal Agency, Hailey, ID: (2020) Provide initial review of an area under consideration for the creation of a new urban renewal area for of the Hailey Urban Renewal Agency.

Economic Feasibility Analysis for the Union Urban Renewal Area, Meridian Development Corporation, Meridian, ID: (2020): Provide statutorily required economic feasibility analysis for the Meridian Development Corporation.

Eligibility Report for the Union Urban Renewal Area, Meridian Development Corporation, Meridian, ID: (2019-2020) Provide initial review of an area under consideration for the creation of a new urban renewal area for of the Meridian Development Corporation.

Interim Executive Director, Association of Idaho Cities (2019): Provided interim oversight and organization analysis during absence of permanent Executive Director.

Economic Feasibility Analysis for the Washington Street South Urban Renewal Area, Twin Falls Urban Renewal Agency, Twin Falls, ID: (2019): Provide statutorily required economic feasibility analysis for the Twin Falls Urban Renewal Agency.

Eligibility Report for the Washington Street South Urban Renewal Area, Twin Falls Urban Renewal Agency, Twin Falls, ID: (2019) Provide initial review of an area under consideration for the creating of a new urban renewal area for of the Twin Falls Urban Renewal Agency.

Economic Feasibility Analysis for the Urban Renewal Area 2-A, McCall Redevelopment Agency, McCall, ID: (2019): Provide statutorily required economic feasibility analysis for the McCall Redevelopment Agency's second urban renewal district.

Eligibility Report for Urban Renewal Areas 2-A and 2-B, McCall Redevelopment Agency, McCall, ID: (2018) Provide initial review of two areas under consideration for creating new urban renewal areas for of the McCall Redevelopment Agency.

Eligibility Report for North Urban Renewal Area Annexation, Sandpoint Urban Renewal Agency, Sandpoint, ID: (2018) Provide initial review of an area under consideration for the annexation of an area to an existing urban renewal area for of the Sandpoint Urban Renewal Agency.

Economic Feasibility Analysis District 5, Jerome Urban Renewal Agency, Jerome, ID (2018): Provide statutorily required economic feasibility analysis for the Jerome Urban Renewal Agency's fifth urban renewal district.

Eligibility Report for District 5, Jerome Urban Renewal Agency, Jerome, ID: (2018) Provide initial review of an area under consideration for the establishment of the Jerome Urban Renewal Agency's fifth urban renewal district.

Economic Feasibility Analysis for the Northgate Urban Renewal Plan, Pocatello Development Authority, Pocatello, ID: (Current): Provide statutorily required economic feasibility analysis for the Pocatello Development Authority's fifth urban renewal district.

Eligibility Report for Northgate Urban Renewal District, Pocatello Development Authority, Pocatello, ID: (2018) Provided initial review of an area under consideration for the establishment of the Pocatello Development Authority's fifth urban renewal district.

Economic Feasibility Analysis for the Jackson Hole Junction Urban Renewal Plan, Idaho Falls Redevelopment Agency, Idaho Falls, ID (2017): Provided statutorily required economic feasibility analysis for the Idaho Falls Redevelopment Agency's fifth urban renewal district.

Eligibility Report for Jackson Hole Junction Urban Renewal District, Idaho Falls Redevelopment Agency, Idaho Falls, ID: (2017) Provided initial review of an area under consideration for the establishment of the Idaho Falls Redevelopment Agency's fifth urban renewal district.

Eligibility Report for 41st Street Urban Renewal District, Garden City Urban Renewal Agency, Garden City, ID (2017): Provided initial review of an area under consideration for the establishment of Garden City's second urban renewal district.

Update of Twin Falls Community Strategic Plan, City of Twin Falls, ID (2017-2018): Facilitate the update of the City's Strategic Plan.

On-Call consultation on urban renewal issues, Twin Falls Urban Renewal Agency, Twin Falls, ID (2016 -2017): Provide on-going professional services on an as-needed basis to the urban renewal agency

Interim Executive Director, Twin Falls Urban Renewal Agency, Twin Falls, ID (January 2016 – September 2016): Served as Interim Executive Director for the urban renewal agency during the recruitment and selection of the City's new Economic Development Director. Provided oversight

to the of design and process for implementation of the Main Avenue redevelopment project, restructured agency finances and initiated work on a downtown housing initiative.

Economic Feasibility Analysis for the Front Street Urban Renewal Plan, Driggs Urban Renewal Agency, Driggs, ID (2016): Provided statutorily required economic feasibility analysis for Driggs URA's new urban renewal district.

Eligibility Report for consideration of Crossroads Point 2 Urban Renewal District, Jerome County Urban Renewal Agency, Jerome, ID (2016): Provided initial review of an area under consideration for the establishment of Jerome County's second urban renewal district.

Economic Development Initiative, Garden City Urban Renewal Agency, Garden City, ID (2016): Provide support to the Urban Renewal Agency in exploring mechanisms to support and expand the growing winery, and brewery industry locating in Garden City.

Ten Mile Interchange Urban Renewal District, City of Meridian, ID (2016): Provide expertise and support to City and Urban Renewal Agency in their consideration of the community's second urban renewal district. Eligibility Report accepted by the Urban Renewal Agency Board of Commissioners. City Council consideration scheduled for February, 2016.

Ada County Strategic Business Plan, Ada County, Boise, ID (2016): As part of the process to update the Comprehensive Land Use Plan, we are executing a collaborative process for the development and ultimate adoption of the County's first-ever Strategic Business Plan.

Downtown Revitalization Project, City of Jerome, ID (Current): Support the Mayor, City Administrator and Economic Development officials in activities to revitalize downtown Jerome.

Canyon Springs Road Improvement Community Involvement, City of Twin Falls, ID (2016): Provide support for City staff, design consultant and Citizen Ad Hoc Committee to explore alternatives for improvements to the single roadway serving multiple uses located in the Snake River Canyon.

Organizational Development, City of Twin Falls, Idaho (2015): Provide support to the City Manager and senior staff in reviewing and making recommendations regarding organizational structure and processes that better align with the Community Strategic Plan and providing coaching to the City Manager.

City Budget Review, Jerome, Idaho (2015): Provide support for the City Administrator in reviewing and recommending improvements to the process for developing and executing the City's annual budget.

Strategic Plan for the City of Jerome, Idaho (2015): Working with the City Staff and Council in developing a community-based strategic Plan to guide municipal decision-making. City Council selected our firm and work on the project will commence in the new fiscal year.

Urban Renewal Plan for Eagle Ridge Urban Renewal Area, Idaho Falls, Idaho (2014): In concert with Agency Counsel, developing urban renewal plan consistent with statutory requirements for consideration by the Idaho Falls Redevelopment Agency Commission and City Council

Eligibility Report for the Idaho Falls Redevelopment Agency (July, 2014): Analyzed the eligibility of properties for inclusion in the proposed Eagle Ridge Urban Renewal Area located in Idaho Falls, Idaho. Reviewed historic, assessor and geological data regarding the area and compared findings to statutory requirements for creating an urban renewal area. Presented findings to the Urban Renewal Board of Commissioners.

Urban Renewal Plans for the City of Jerome, Idaho Urban Renewal Agency (2013): In concert with Agency Counsel, developing urban renewal plans consistent with statutory requirements for consideration by the Jerome Urban Renewal Agency Commission and City Council

Eligibility Report for the City of Jerome, Idaho Urban Renewal Agency (December 2013 – April 2014): Analyzed the eligibility of properties for inclusion in the city's proposed third and fourth urban renewal districts. Working with the city, county assessor and previous planning efforts, the report identifies the boundaries of two geographical areas with properties that meet the criteria for inclusion in an urban renewal district under Idaho Statutes. Prepared Supplemental Eligibility Report for Area 3 in response to property owner interest in being included in the proposed district.

Urban Renewal Plan for the City of Hailey, Idaho Urban Renewal Agency (April 2013 – June 2013): Worked with The Urban Renewal Agency Commission, staff and legal counsel developing an urban renewal plan that met the requirements of state law. Plan adopted in November 2013.

Eligibility Report for the City of Hailey, Idaho Urban Renewal Agency (December 2012 – May 2013): Analyzed the eligibility of properties for inclusion in the city's first proposed urban renewal district. Working with the city, county assessor and previous planning efforts, the report identifies the boundaries of a geographical area with properties that meet the criteria for inclusion in an urban renewal district under Idaho Statutes.

Strategic plan for the City of Twin Falls, Idaho (2012): The project began with an intensive public involvement program including in-depth interviews with over thirty community leaders, public meeting, social media interaction with the community, and junior high school workshop. Facilitated a city council retreat and meetings with the city staff leadership.

Capital City Development Corporation (CCDC), the Urban Renewal Agency for Boise City, Executive Director (1999 – 2011) Boise, ID

Served as Chief Executive Officer of the urban renewal agency serving Boise, Idaho. Responsibilities included directing the staff of 14 professionals and support staff, providing professional level staff support to the nine-member Board of Commissioners, providing strategic planning advise and processes, conducting board and organizational development programs, operating and capital budget development and execution, development agreement negotiations, community liaison activities, interagency coordination and state and federal legislative representation.

**Washington State Public Stadium Authority, Executive Director (August 1997 to July 1999)
Seattle, WA**

Served as the Executive Director of the Authority. The Public Stadium Authority (PSA) is a public entity created to oversee the construction of a new, voter approved professional 72,000-seat football and soccer stadium and 325,000 square foot exhibition hall in Seattle, Washington. The executive director responsibilities included supporting a seven-member Board of Directors, administering a staff of ten and overseeing the environmental and design processes, negotiating the development agreement and master lease with the NFL Team Affiliate, acquiring the property and structuring the financing for the project.

Phillip K. Kushlan and Associates, President (February 1995 to July 1999) Bellevue, WA

Phillip K. Kushlan and Associates was a consulting firm specializing in working with government agencies to find management, policy and planning solutions to current problems. Projects included capital improvement financing and development; organizational assessment and improvements; goal setting and retreat facilitation; annexation and incorporation studies; and executive recruitment.

City of Bellevue, Washington, City Manager (February 1985 – February 1995)

Served as Chief Executive Officer of City Government. With 105,000 residents, Bellevue was the fourth largest city in Washington. In 1994, Bellevue had an annual operating budget of \$132 million, and an annual capital budget of \$40 million. With nine General Fund departments and three utilities, the City employed 1,100 city workers.

City of Bellevue, Washington, Deputy City Manager (August 1981 to February 1985)

Key responsibilities as Deputy City Manager included the oversight of all City operations.

City of Cottage Grove, Oregon City Manager (December 1973 to July 1981)

Cottage Grove had a 1981 population of 7,200. At that time, the city had 83 employees, a \$7 million budget and operated police, fire, and public works departments, ambulance services, water and sewer utilities, and parks and library services.

City of Springfield, Oregon, Administrative Assistant to the City Manager (June 1970 to December 1973)

Supported the City Manager of a city of 25,000 that had a \$10 million operating budget and 250 employees.

EDUCATION:

Bachelor of Science, Public Administration
University of Oregon, Eugene, 1970

ADDITIONAL EDUCATION AND TRAINING:

1. Local Officials' Study Tour of the Soviet Union, July 1990
2. Senior Executive Institute, Harvard University, Cambridge, Massachusetts, July 1986
3. Rocky Mountain Program for Senior Executives in the Public Service, University of Colorado, August 1984.

ASSOCIATIONS:

- Member, New Market Tax Credit Advisory Panel, Idaho / Montana CDC (Present)
- International City/ County Management Association, Life Member,
- Urban Land Institute, Member, 1999 to 2011; Public / Private Partnership Council, 2003 – 2007; Idaho District Council Vice Chair 2004-2006
- International Downtown Association; Member, 2003 - 2011
- Boise Metro Chamber of Commerce; Member, 2000 - Present; Board of Directors – 2004 - 2009
- Boise Valley Economic Partnership; Board of Directors, 2002 - 2010
- Downtown Boise Association, Member, Board of Directors, 2000 - July 2011
- Community Planning Association of Southwest Idaho; Board of Directors, 1999 - July 2011
- Valley Regional Transit Agency, Board of Directors, 2000 - 2003
- Association of Idaho Cities, Legislative Committee, 2000 - 2003
- Western Idaho Fair Advisory Board, Member, 2002 - 2005
- Association of Washington Cities, Member 1981-1999
- Municipal League of Seattle, Member, 1981 - 1999
- Bellevue Sister Cities Association, Member, 1985 - 2002; Chair, Kladno, Czech Republic Committee, 1996 - 1999; Vice President, 1998 - 1999
- Washington City/County Management Association, Member, 1981 - 1999, Board of Directors, 1989 - 1990
- Bellevue, Washington Chamber of Commerce, Member, Board of Directors, 1985-1992
- Washington State Transportation Policy Institute; Board of Directors, 1992 – 1995
- King County Charter Review Committee, 1996 - 97
- King County Executive's Task Force of Kingdome Governance, 1995
- Oregon Section, International City Management Association, Member 1970 - 1981; President, 1980; Vice President, 1979; Board of Directors, 1978 - 1981
- League of Oregon Cities, Model Charter Review Committee, 1980–1981; Board of Directors, 1978 - 1980
- Cottage Grove, Oregon Chamber of Commerce, Member, Board of Directors, 1974 - 1981

AWARDS AND RECOGNITIONS:

- Outstanding Public Employee, Municipal League of Seattle/King County. 1995
- Best Public Official, Advance Bellevue, 1995
- Public Service Award, American Society of Public Administration, 1989

PRESENTATIONS:

Training sessions for local officials on strategic planning, capital improvement planning, local government budget and finance, intergovernmental cooperation, Council/Staff relations and municipal press relations. Presentations made at the Association of Idaho Cities, the Association of Washington Cities and the League of Oregon Cities and the National League of Cities. International presentations in Prague, Czech Republic on citizen participation to the Third International Conference on Regional and Municipal Cooperation, (1991); Vah Valley Council of Governments, Trencin, Slovakia, (1994); and on municipal policing in the United States to the International Conference on Policing, University of Ljubljana, Ljubljana, Slovenia (1996).

**PROFESSIONAL SERVICES AGREEMENT
On-Call Services**

TITLE: **On-Call Services**

PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into on the date listed below between the Hailey Urban Agency of Hailey, Idaho hereinafter referred to as "AGENCY" whose address is 115 Main Street, Hailey, ID 83333, whose telephone number is (208) 788-7097, and Kushlan | Associates, hereinafter referred to as "CONSULTANT", whose mailing address is Post Office Box 8463, Boise, ID 83707, whose business phone number is (208) 433-9352.

Section 1. Consultant Services.

CONSULTANT will be available to perform services on behalf of the AGENCY on an "on-call" basis at the direction of the Community Development Director of the City of Hailey. Such direction shall be provided in the form of a written Task Order, similar to the example shown in Attachment A detailing the tasks to be accomplished, deliverables expected and anticipated cost and timeline if known.

Section 2. Schedule

CONSULTANT shall be in a position to offer services from March 15, 2020 and shall continue to a time acceptable to the "AGENCY". However, the performance of any Services shall not continue past December 31, 2021 unless an extension of time is approved by the "AGENCY".

Section 3. Compensation.

For its Services, the "AGENCY" agrees to pay CONSULTANT on an hourly basis, and for all expenses related to travel, printing, postage and advertising as detailed on Attachment B.

Section 4. Method of Payment; Periodic Payments.

- A. CONSULTANT shall invoice the "AGENCY" no more than once per month.
- B. All invoices shall be paid by "AGENCY" within thirty (30) days of receipt of a proper invoice.
- C. CONSULTANT shall keep time and expense records, other cost records and accounts pertaining to this agreement, available for inspection by "AGENCY" representatives for three (3) years after final payment. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the agreement, CONSULTANT will correct or modify the work to comply with the agreement. The "AGENCY" may withhold payment for such work until the work meets the requirements of the agreement.

KUSHLAN AGREEMENT

Section 5. Discrimination and Compliance with Laws

- A. In performing the Services required herein, CONSULTANT agrees not to discriminate against any person in the performance of this agreement because of race, color, religion, sex, national origin, age or non-job related handicap, or because of prior military service or current military status, and shall comply with all applicable federal and state laws and regulations of governmental agencies relating to civil and human rights.
- B. CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- C. Violation of this section 5. shall be a material breach of this agreement and grounds for cancellation, termination, or suspension of the agreement by the "AGENCY" , in whole or in part, and may result in ineligibility for further work for the "AGENCY".

Section 6. Term and Termination of Agreement

- A. This agreement shall be effective upon signing and shall remain in effect until December 31, 2021 unless extended, or until terminated in accordance with paragraph B. of this section.
- B. This agreement may be terminated by either party without cause upon thirty (30) days written notice, in which event all finished or unfinished documents, reports, or other material or work of CONSULTANT pursuant to this agreement shall be submitted to the "AGENCY", and CONSULTANT shall be entitled to just and equitable compensation at the rate set forth in Section 3. for any satisfactory work completed prior to the date of termination.

Section 7. Ownership of Work Product

All data, materials, reports, memoranda, and other documents developed under this agreement shall become the property of the "AGENCY", shall be forwarded to the "AGENCY" at its request and may be used by the "AGENCY" as it sees fit.

Section 8. General Administration and Management

The Community Development Director of the City of Hailey shall oversee and approve all services to be performed, coordinate all communications and review and approve all invoices, under this agreement.

Section 9. Hold Harmless

- A. CONSULTANT shall protect, defend, indemnify and save harmless the "AGENCY", its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of CONSULTANT, its officers, employees and agents in performing this agreement.

KUSHLAN AGREEMENT

B. "AGENCY" shall protect, defend, indemnify and save harmless CONSULTANT, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the "AGENCY", its officers, employees and agents in performing this agreement.

Section 10. Independent Consultant

In all matters pertaining to this Agreement, CONSULTANT shall be acting as an independent CONSULTANT, and will not be deemed an employee or agent of the "AGENCY".

Section 11. Subletting or Assigning Contract

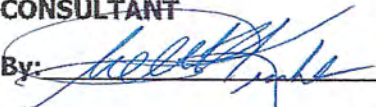
Neither the "AGENCY" nor CONSULTANT shall assign, transfer, or encumber any rights, duties, or interests accruing from this agreement without the express prior consent of the other.

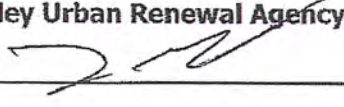
"AGENCY" acknowledges that CONSULTANT will assign certain tasks under the agreement to Shellan Rodriguez (SMR Development LLC) who will support CONSULTANT in this work.

Section 12. Extent of Agreement/Modification

This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements either written or oral. This agreement may be amended; modified; or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, "AGENCY" and CONSULTANT have executed this Agreement as of March 17, 2020

CONSULTANT
By: 
Principal

The Hailey Urban Renewal Agency
By: 
Chairman

Attachment A
Hailey Urban Renewal Agency
Task Order

Task Order # _____

Date: _____

Project Title: _____

Project Description:

Expected Deliverable:

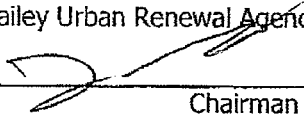
Anticipated Timeline (If known):

Anticipated Cost:

By: Consultant

Principal

By: Hailey Urban Renewal Agency



Chairman

March 2, 2020

**Hailey Urban Renewal Agency
Task Order**

Task Order HURA 2020-1

Date: March 15, 2020

Project Title: Woodside Urban Renewal District Development

Project Description:

Task 1A: Consultant will prepare required Eligibility Report comparing the circumstances existing in the Study Area defined in Task HURA 2020-1 with the statutory requirements for creating an urban renewal district in Idaho.

Consultant will meet with HURA Staff and Commission and the City Council in support of their consideration of the Report findings.

Task 1B: If, based upon the findings of the Eligibility Report prepared under Task HURA 1A, the Agency and City Council direct the creation of an Urban Renewal Plan, consultant will work with Agency Counsel in the preparation of the required economic feasibility report to be included as part of the Plan.

Consultant will work with City and Agency staff in defining a specific plan of improvements and development assumptions impacting the financial feasibility of the proposed district.

Expected Deliverable:

- 1A: Eligibility Report
- 1B: Attachment 5 to Urban Renewal Plan

Anticipated Timeline (If known):

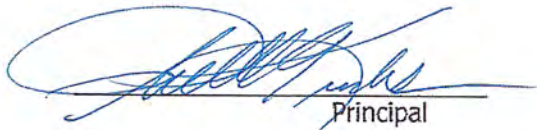
Work under this Task Order to be concluded by December 31, 2020

Anticipated Cost:

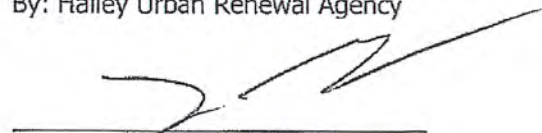
1A: Eligibility Report: Not to Exceed \$9,000 plus direct expenses

1B: Attachment 5: Not to Exceed \$12,000 plus direct expenses

By: Consultant


Principal

By: Hailey Urban Renewal Agency


Chairman

March 2, 2020

Attachment B

Rates

Phillip Kushlan ----- \$150.00 / hour

Mileage -----per federal reimbursement rate – currently \$0.575 / mile

Other travel ----- Actual cost w/o markup

March 2, 2020

**PROPOSAL FOR PROFESSIONAL SERVICES
POCATELLO DEVELOPMENT AUTHORITY**



OUTWEST POLICY ADVISORS

July 2, 2020

**PREPARED BY
BRENT TOLMAN**



Urban Renewal Project Tasks

This document outlines the tasks and estimated timelines necessary to develop a new urban renewal area within any political jurisdiction in the state of Idaho. The estimated timelines and process of creating an urban renewal district will vary based on ease of acquiring the required information and input from the Agency, the City, involved developers, and the ability to secure outside services as required in a timely manner.

1) Consultant's Tasks

A. Eligibility Report

Consultant will prepare an urban renewal eligibility report to determine if a proposed study area is a deteriorated or deteriorating area as required by Idaho Code 50-2008 (a), evaluating the characteristics described in Idaho Code 50-2018(8), Idaho Code 50-2018(9), and 50-2903 (8)(a-f) on the subject property described in Exhibit A (Project Description) for consideration by the Agency and the City Council.

i. Narrative Report

Consultant will provide a narrative report describing the property, geographical boundaries, and conditions found to exist after a visual inspection of the proposed study area. The report shall identify the eligibility criteria met under applicable Idaho Code and the types of needed improvements for consideration as an urban renewal area.

ii. Property Eligibility Report Map

Consultant will prepare a draft map of the study area identifying the characteristics of a deteriorating area in the proposed urban renewal area.

B. Economic Feasibility Study

Consultant will prepare an Economic Feasibility study (the "Study") in conformity with the requirements of Idaho Code Title 50 Chapter 20 inclusive and Idaho Code Title 50 Chapter 29 inclusive, specifically I.C. 50-2905 which requires specificity regarding:

1. The kind, number, and location of all proposed public work or improvements within the revenue allocation area;
2. An economic feasibility study, including estimated new development and resulting revenue;



3. A detailed list of estimated project costs for all proposed public works or improvements within the revenue allocation area;
4. A fiscal impact statement showing the impact of the revenue allocation area, both during and until and after any bonds are repaid, upon all taxing districts levying taxes upon property in revenue allocation area; and
5. A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred

C. Urban Renewal Plan

Consultant will review the text and appropriate attachments of the urban renewal plan prepared in consultation with legal counsel, to determine conformance with statutory requirements and proposed public improvements and facilities. The urban renewal plan shall conform to the requirements of Idaho Code Title 50 Chapter 20 inclusive and Idaho Code Title 50 Chapter 29 inclusive.

D. Consultation

Consult with Agency and City staff, consultants, developers, and impacted residents necessary for completion of the services proposed herein. Coordinate and collaborate with legal counsel in preparing and proofing the urban renewal plan.

E. Work Program and Meetings

Eligibility Study

Consultant anticipates at least three (3) meetings as described below:

1. Consultant will attend a work Session with Agency board, city staff, Agency legal counsel, and developers and others as needed to begin the eligibility study
2. Consultant will attend the meeting at which the eligibility study is presented to the Agency for approval and referral to the City Council
3. Consultant will attend the City Council meeting at which the Eligibility Study will be presented to the Council for a finding that the study area is a deteriorated or deteriorating area.

Consultant will be available to present any aspect of the plan, the feasibility study, and address questions raised by the meeting participants.



Feasibility Study

Consultant anticipates at least three (3) meetings as described below:

1. Consultant will attend a work session with the Agency, Agency Staff, developers, and others to seek input to the urban renewal plan
2. Consultant will attend a work session with the Agency, Agency Staff, developers, and others to review initial plan draft, consider a joint work session with City Council.
3. Consultant will attend the Agency meeting at which the Plan and Study will be considered for adoption and referral to City Council for Council approval of the plan.
4. After the City Council refers the proposed Urban Renewal Plan to the Planning and Zoning Commission for the required finding that the plan conforms to the City's comprehensive plan, Consultant will attend the Planning and Zoning Commission meeting and participate as requested
5. Consultant will attend the meeting at which the plan is presented to the City Council for a public hearing and formal adoption of the plan.

Consultant will be available to present any aspect of the plan, the feasibility study, and address questions raised by the meeting participants.

2) Agency\City Tasks

Agency\City shall undertake and complete the following:

- A. **Land Use Map** Prepare a land use map of the urban renewal or amended renewal area. Such map shall conform to the city's comprehensive plan, zoning map and such other information as may be appropriate. This map shall be prepared in a form to be included as an attachment to the urban renewal plan or amended renewal plan.
- B. **Required Public Improvements and Facilities** prepare the information for the list of public improvements and cost estimates specified in Sections 1 B1 and B3 of this exhibit and provide input regarding other financing sources for these improvements to prepare section 1 B5 of this exhibit. The city may defer this task to the developer.

3) Additional Tasks

The Agency\City shall cause the following tasks to be completed or instruct the Consultant to procure such services. Procurement of such services will be in addition to the proposed costs of the Feasibility Study with no markup of such procured services



other than time and expenses of Consultant to procure such services as agreed in the Consultant Agreement.

- A. **Property Eligibility Report Map** prepare a map from a draft prepared by consultant, identifying the characteristics of a deteriorating area in the proposed renewal area.
- B. **Legal Description** Prepare the legal description for the urban renewal area and other revenue allocation area(s) in a form that is acceptable to the Idaho State Tax Commission and the applicable County Assessor.
- C. **Urban Renewal Base Map** prepare an up-to-date map of the urban renewal area(s) describing lot patterns, street rights-of-way, and other such map data as may be appropriate. Such map shall include the project name, symbol, titles, legends, north point, and a graphic scale and shall be at a sufficient scale and detail to be accepted by the Idaho State Tax Commission and the applicable County Assessor.
- D. **Copying & Printing** Print and/or copy an adequate number of copies of the Eligibility Study, Feasibility Study, and Urban Renewal Plan as needed for review by the Agency board, City Council, and documents to be distributed to affected taxing districts and others interested parties as required.

REIMBURSABLE EXPENSES

All costs outlined below will be billed to the Client as a pass-through cost with no additional mark-up. This policy does not limit the reimbursable expenses to those outlined below. Other expenses incurred by Outwest Policy Advisors in the act of performing business related activities are reimbursable to Outwest Policy Advisors. Outwest Policy Advisors will endeavor to keep these expenses limited to reasonable and customary items and amounts.

Travel

Time and mileage to and from client meeting locations, mileage for property inspections, and mileage to meet with developers, city and county officials, and for other project needs will be reimbursable at the Federal Mileage rate in effect at the time of travel.

Copies

Any copies obtained by the consultant for use in completing the eligibility or feasibility studies and plan preparation, copies of documents provided to the Agency or other parties related to the studies and plan preparation shall be reimbursable. Outwest Policy Advisors will endeavor to minimize the amount of copies needed for completing the appropriate studies. Rate for an 8 ½" x 11" copy is currently \$0.15/black & white copy and \$0.50/color copy.

Mailings

Any mailings required to complete the agreed upon scope of work will be reimbursable by the Agency to Outwest Policy Advisors including postage, envelopes or related charges.



Outwest Policy Advisors

No man steps in the same river twice; for he is not the same man and it is not the same river.

76 S 222 W
 Burley, ID 83318
 Phone 208-431-7356



QUOTE

Prepared For:
 Pocatello Development Authority

DATE: July 1, 2020
 QUOTE #: P2020-6
 FOR: Consulting Services

PROJECT: Prime Time Area

DESCRIPTION	AMOUNT
RATE	\$90.00
Mileage Rate	\$0.575
Black & White Copy Rate (8 1/2" x 11")	\$0.15
Color Copy Rate (8 1/2" x 11")	\$0.50
Eligibility Study S 5th\Prime Time Auction area as defined in the Preliminary Proposal 2-19-2020, expansion of the potential boundaries will be an additional cost based on the number of parcels in the expanded boundary area and the complexity of issues to be addressed. Additional areas will be charged at a rate of \$90/hour not to exceed an additional \$1000. see scope of work on attached Urban Renewal Task List	\$ 5,000.00
Feasibility Study Prepare a feasibility study in conformity with Idaho Code 50-2905 as part of an Urban Renewal Plan for S 5th\Prime Time Auction Area expansion of the potential boundaries will be an additional cost based on the number of parcels in the expanded boundary area and the complexity of issues to be addressed. Additional areas will be charged at a rate of \$90/hour not to exceed an additional \$2000 see scope of work on attached Urban Renewal Task List	\$ 7,500.00
SUBTOTAL	\$ -
TOTAL	\$ 12,500.00

If you have any questions concerning this proposal, contact Brent - 208-431-7356 brentj.tolman@gmail.com

THANK YOU FOR YOUR BUSINESS!



GENERAL TIMELINE
FOR CONSIDERATION AND APPROVAL
OF AN
URBAN RENEWAL PLAN



OUTWEST POLICY ADVISORS

TIMELINE FOR CONSIDERATION AND APPROVAL
OF URBAN RENEWAL PLAN

DAY	TASK	NOTES
1-45	Identify/retain consultant to prepare eligibility report; Prepare eligibility report; Identify geographic area to be reviewed and compare to statutory criteria	
	Work on map to be included with the eligibility report	
	Obtain values: base values for existing revenue allocation area (RAA) and the new RAA and current values for the County	
	Work on identifying and obtaining consent from agricultural property owners (if any)	
	Consider any input from city if within city impact area	
	Prepare Agency Resolution approving eligibility report	
	Agency Board approves eligibility report	
	Prepare City Resolution approving eligibility report	
	City Council approves eligibility report	
45-105	Work on drafting the Urban Renewal Plan	
	Outreach with property owners/developers and other interested parties including taxing entities on the content of the Plan	
	Identify/retain consultant to prepare boundary map (may be smaller area than determined to be eligible, but not larger)	
	Preparation of boundary map	
	Identify/retain consultant to prepare legal description	
	Preparation of legal description	
	Identify/retain consultant to prepare the economic feasibility study (may be same consultant who prepared eligibility report)	



	<p>Preparation of Attachment 5 [economic feasibility study]</p> <ul style="list-style-type: none"> - Identify/confirm the overlapping taxing districts - Identify/confirm levy rates - Identify/confirm assessed values for City and the revenue allocation area [10% limitation] - Prepare TIF revenue projections (including estimates of levy rate and area assessed values) - Identify projects/expenses 	
	<p>Distribution of rough draft of the Urban Renewal Plan to the Agency Board</p> <ul style="list-style-type: none"> - Continue to conduct outreach with property owners/developers and other interested parties including taxing entities on the content of the Plan; - Schedule Work Session with Agency Board to review Plan - Work on finalizing plan exhibits/economic feasibility study 	
	Prepare Agency Resolution to approve the Plan	
	Agency board meeting to consider the Plan for Approval	
105-195	<p>Consult with City Attorney re City Procedures:</p> <ul style="list-style-type: none"> - Regular meeting/dates times; - Consolidation of ordinance readings; and - Scheduling meeting with Planning & Zoning Board - Confirm delegation of tasks 	
	Prepare letter from Agency to City formally submitting Plan to the City	
	<p>City submits Plan to the Planning & Zoning Board for review and recommendations as to the Plan's conformity with the general plan for the development of the City as a whole. Planning commission must submit its written recommendations with respect to the proposed plan to the City within sixty days after receipt of the Plan for review.</p> <ul style="list-style-type: none"> - Schedule/confirm date/time Planning Commission will review Plan 	
	Consult with City/confirm date of public hearing and final reading	



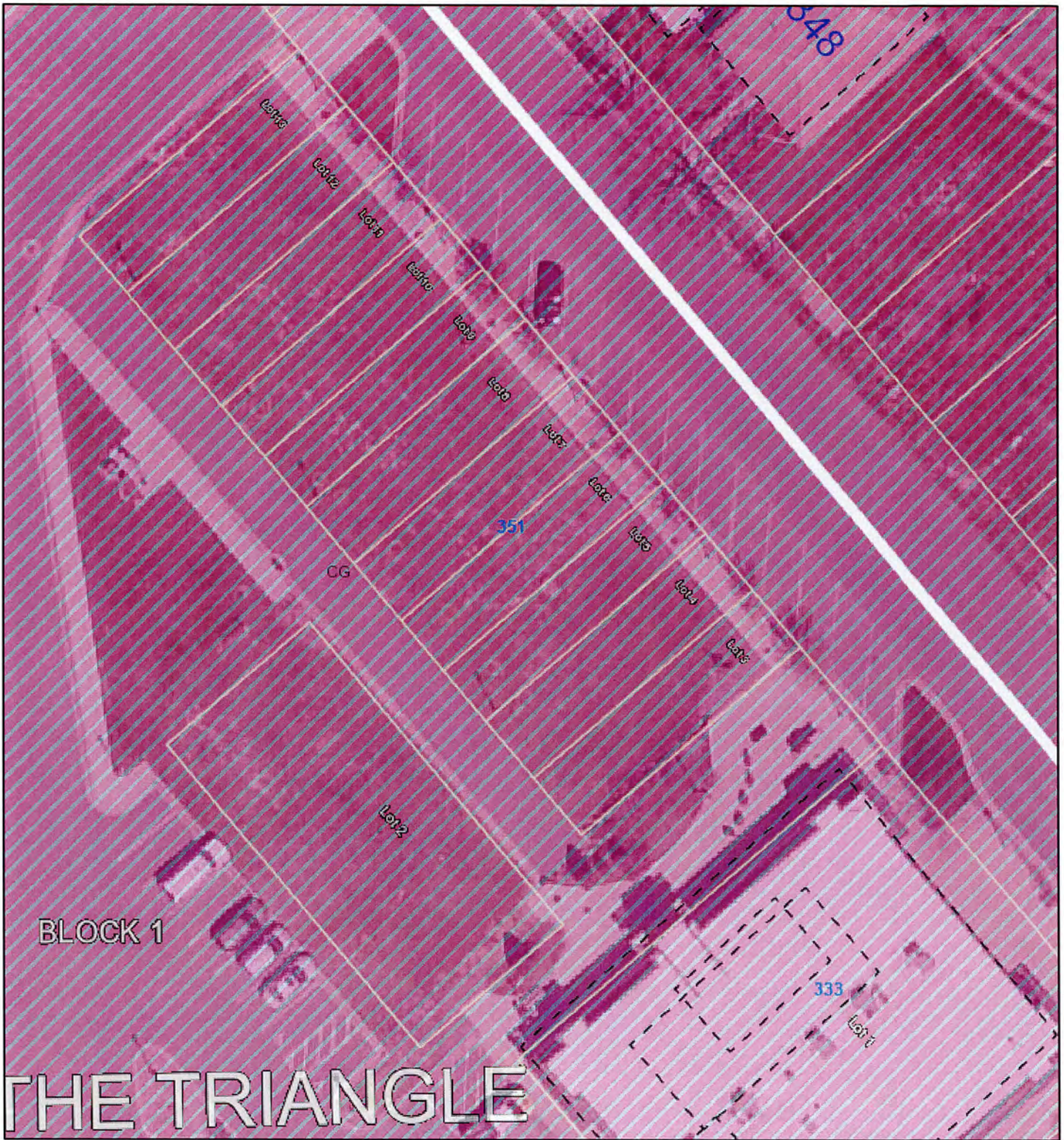
	Prepare public hearing notice. Notice shall state time, date and place of the public hearing to consider the Plan. Also publish map/boundary description	
	Prepare transmittal letters from the City to overlapping taxing districts	
	NOTE – City must publish/transmit notice at least 30 days prior to the date of the public hearing but not more than 60 days prior to the date set for final reading of the ordinance.	
	Publish notice of the public hearing in a newspaper of general circulation (2x – 7 days apart)	
	Transmit cover letter, copy of notice of the public hearing and the Plan (with attachments) to taxing districts	
	Consult with representatives of the State Taxing Commission re boundary map/legal descriptions	
	Consult with City Attorney re standard ordinances and work on drafting ordinance <ul style="list-style-type: none"> - Prepare and final exhibits to the Ordinance, including ordinance summary 	
	First reading and public hearing of the ordinance	
	Second reading of the ordinance	
	Third/final reading and passage of the ordinance	
	Publish ordinance summary (with map and legal)	
195-209	Draft post-ordinance cover letters for City; transmit copies of the ordinance, legal description and map to the following <ul style="list-style-type: none"> - county auditor - county assessor (file map and legal)* - county recorder (record map and legal)* - affected taxing districts; and - state tax commission (file map and legal)* *Within 30 days of publication of the ordinance summary	
	Filing and recording of documents with the County recorder, County assessor, Tax Commission, etc.	



AGENDA ITEM

NO. 9

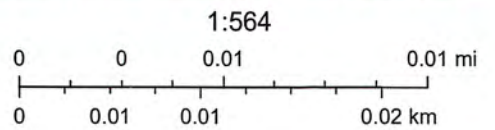
ArcGIS Web Map



7/27/2020, 1:11:00 PM

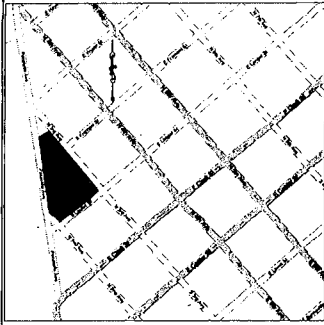
Zoning

- | | |
|---|---|
|  Central Commercial (CC) |  Public Land Facility (PLF) |
|  Commercial General (CG) |  Residential Commercial Professional (RCP) |
|  Industrial (I) |  Residential Estate (RE) |
|  Light Industrial (LI) |  Residential High Density (RH) |
|  Office Park (OP) |  Residential Low Density (RL) |
| |  Residential Medium Density Multi Family (RMM) |



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community, City of Pocatello, IDAHO

Vicinity Map:



Wyeth Street

BLOCK 328

Fremont Street

The Triangle Subdivision

Being a Replat of Lots 3-5 Block 342, Lots 1-18 Block 343 and a Portion of Vacated Fremont Street of the Pocatello Townsite Bannock County, Idaho

Found 2" City of Pocatello Al. Cap in intersection of Pocatello Ave and Wyeth Ave

TIE	BEARING	DISTANCE
Tie Pt #1	N85°10'08"W	42.39
Tie Pt #2	N79°01'03"W	187.89
Tie Pt #3	N50°44'06"W	162.76
Tie Pt #4	N44°18'32"W	410.07
Tie Pt #4	N54°06'14"W	147.32

PROJECT NOTES

- OWNERSHIP OF LOT 15 (COMMON AREA) SHALL BE PROPORTIONED BASED ON LOT SQUARE FOOTAGE. LOT 1 31.1%, LOT 2 12.2%, LOTS 3, 4, 7, 8, 11, 12, 13 3.5% EACH, LOTS 5, 6, 9, 10 3.1% EACH, AND LOT 14 19.1% INTEREST IN THE OWNERSHIP OF LOT 15 (COMMON AREA). LOT 15 SHALL NOT BE SOLD, SUBDIVIDED, OR CONSTRUCTED UPON EXCEPTING THE CONSTRUCTION APPROVED IN THIS DEVELOPMENT. LOT 15 IS COVERED IN ITS ENTIRETY BY A PUBLIC UTILITIES AND ACCESS EASEMENT.
- LOTS 3-13 ARE FOR INDIVIDUAL SALE AND SHALL BE RETAINED SPECIFICALLY FOR LIVE-WORK UNITS.
- LIVE-WORK UNITS ARE DEFINED AS-- MULTI FLOOR BUILDINGS WITH POSSIBLE COMMERCIAL OR RETAIL ON THE MAIN FLOOR WITH RESIDENTIAL ON THE TOP FLOOR.
- THIS DEVELOPMENT ALLOWS TOWNHOUSE TYPE CONSTRUCTION ON LOTS 3-13. HOMEOWNER DECLARATION OF CONVENTS AND RESTRICTIONS REQUIRES THE CITY OF POCATELLO LEGAL DEPARTMENT REVIEW AND APPROVAL.
- EASEMENTS DEDICATED ARE 10' WIDE AND ARE FOR PUBLIC UTILITIES AND DRAINAGE UNLESS OTHERWISE NOTED.
- BASIS OF BEARING PER CITY DATUM FROM GPS OBSERVATION ON CITY PK NAIL CONTRL POINT CALLED "CITY HALL" AND AMERICAN ROAD TRI-STATION. COORDINATES PROVIDED BY CITY OF POCATELLO SURVEYOR RICHARD GREEN.
- CENTERLINES OF 2ND AND 3RD AVENUE NORTH ARE BASED ON CALCULATIONS FROM RECORD OF SURVEY INST.# 20626208 BY RODNEY BURCH PLS 10900.
- MONUMENT EASEMENT IS FOR THE SOLE PURPOSE OF ERECTING AND MAINTAINING AN PYRAMID SHAPED MONUMENT. MONUMENT TO BE MAINTAINED BY THE HOME OWNERS ASSOCIATION.
- A PORTION OF FREMONT STREET THE ALLEY IN BLOCK 343 VACATED BY CITY ORDINANCE #2766 AND RECORDED IN INSTRUMENT #20512156

BOUNDARY DESCRIPTION

All of Block 343 and Lots 3-5 of Block 342 and a portion of the vacated Fremont Street in the Pocatello Original Townsite located in the southwest quarter of Section 26, Township 6 South, Range 34 East, B.M. Bannock County Idaho described as:

Beginning at the most easterly corner of Block 343 which corner being at the point of intersection of Northwesterly Right of Way line for East Lander Street with The Southwesterly Right of Way line of North 3rd Avenue; thence along said Northwesterly Right of Way line of East Lander Street S49°46'37"W 300.51 feet to the Northeastly Right of Way line of North 2nd Avenue, thence N40°10'11"W along said Right of Way line of said North 2nd Avenue 88.57 feet to the Easterly Right of Way line of Pocatello Avenue; thence N08°10'36"W along said Right of Way line of Pocatello Avenue 427.07 feet to the Northwesterly corner of said Lot 3 of Block 342 of the Pocatello Original Townsite; thence N49°47'05"E along the boundary of Lot 3 74.68 feet to said Southwesterly Right of Way line of North 3rd Avenue; thence S40°06'49"E along said Right of Way line 450.55 feet to the Point of Beginning

Parcel Contains 2.17 Acres more or less

30'

344.94'

30'

N40°06'49"W

North 3rd Ave.

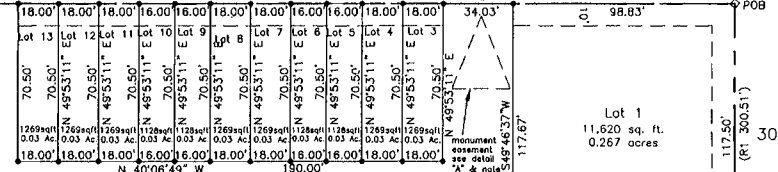
705.01'

360.07'

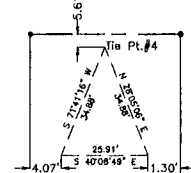
Oronge Coast Equities LLC Deed Inst# 20214995

Lot 14
6,926 sq. ft.
0.159 acres

S 40°06'49" E (R1 S 40°06'58" E) 450.55' Tie Pt.#2 (R1 450.80' E)



DETAIL "A"



LEGEND:

- POB
- POINT OF BEGINNING
- EASEMENT SIDE LINE (See Note# 4)
- ROAD CENTERLINE
- LOT LINES
- SUBDIVISION LINE
- SET 1/2"x24" IRON ROD WITH PLASTIC CAP STAMPED 12224
- SET 5/8"x30" IRON ROD WITH ALUMINUM CAP STAMPED PLS 12224
- △ FOUND CENTERLINE 2" ALUMINUM CAP PLS 2341 PER ROS INST#20719269 (unless otherwise noted)
- FOUND 5/8" IRON ROD WITH PLASTIC CAP PLS 10900 REPLACED CAP WITH 2" ALUMINUM CAP PLS 12224
- (R1.....) RECORD BEARING AND DISTANCES PER RECORD OF SURVEY INST# 20626209

RECORDING INSTRUMENT NO.

The Triangle Subdivision

Being a Replat of Lots 3-5 Block 342, Lots 1-18 Block 343 and the vacated Fremont Street in the Pocatello Townsite, Bannock County, Idaho

Scale: 1:40 Drawn By: cqs Job #: 208041-001
 Date: 8-14-08 Checked: cqs Sheet: 1 of 2
 Drawing File: 208041 Triangle FP 8-13-08.dwg

KELLER
associates

356 West Sunnyside, Suite B
 Idaho Falls, Idaho 83404
 Ph: (208) 542-6120
 Fax: (208) 542-6287



0003810330



STATE OF IDAHO
Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0003810330
 Date Filed: 3/10/2020 2:13:53 PM

Entity Name and Mailing Address:
JT INVESTMENTS LLC
 The file number of this entity on the records of the Idaho Secretary of State is: 0000488543
 Address: 890 DELL RD
 CHUBBUCK, ID 83202-4957

Entity Details:
 Entity Status: Active-Existing
 This entity is organized under the laws of: IDAHO
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: W160945

The registered agent on record is:
 Registered Agent: VIRGIL LARSON
 Registered Agent
 Physical Address: 890 DELL RD
 CHUBBUCK, ID 83202
 Mailing Address:

Limited Liability Company Managers and Members

Name	Title	Business Address
TRENT YOST	Member	890 DELL RD CHUBBUCK, ID 83202

The annual report must be signed by an authorized signer of the entity.
Virgil Larson _____ 03/10/2020
 Sign Here _____ Date _____
 Job Title: Agent

B0492-3992 03/10/2020 2:13 PM Received by ID Secretary of State Lawrence Denney

COMPREHENSIVE REDEVELOPMENT AGREEMENT

This Agreement is made this 20th day of March, 2008, by and between

Triangle, Inc., a corporation formed under the laws of the State of Idaho (hereinafter "Triangle"), and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter "PDA").

1. Recitals

1.1 PDA is the urban renewal agency for the City of Pocatello, Idaho (hereinafter "City"), formed pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency, PDA aids and assists development projects that will redevelop and rehabilitate physical and/or economic deterioration in areas of the City.

1.2 Heretofore, the City and PDA had identified an area in Pocatello that had become seriously dilapidated and blighted, and was underutilized with a number of vacant lots and vacant buildings. The area is an approximate 2.5 acre parcel commonly known as the North 3rd Triangle. This triangular property is bounded on the southeast by East Lander, on the northeast by North 3rd Avenue, and on the northwest by Pocatello Avenue; and includes a 60' by 140' parcel located to the Northeast in Block 328. The legal description for the property is set out in Exhibit "A" attached hereto and made a part hereof.

1.3 To enable redevelopment of the property comprising the North 3rd Triangle, in 2005, a partnership of the City and PDA acquired the real property in the North 3rd Triangle in a series of purchases. Legal title to the property was acquired in the name of the PDA, where it vests at this time.

1.4 Based on the encouragement of the Legislature to afford opportunities for redevelopment and rehabilitation work by private developers (Idaho Code §50-2002 and 2003), PDA issued a Request for Qualifications and Proposals to developers and realtors soliciting plans and designs for redevelopment of the area.

1.5 A Selection Committee, composed of representatives from PDA and the City of Pocatello staff, reviewed the proposals submitted, ranked them and made recommendations to the Board of Directors of PDA. DDC, LLC, an Idaho Limited liability company (hereinafter "DDC") submitted a proposal and presented the same to the Selection Committee. DDC is engaged in development, design and construction of real estate projects, and has its headquarters at Pocatello, Idaho. One other real estate entity submitted a proposal.

1.6 On January 30, 2006, DDC was advised that its proposal for redevelopment of the North 3rd Triangle Area had been selected by the Selection Committee for consideration by the PDA Board.

1.7 After additional meetings with PDA and further negotiations, on April 11, 2006, PDA and DDC entered into a Pre-Development Agreement, the purpose of which was to establish the parameters for a full redevelopment agreement to be entered into between PDA and DDC following further consideration, discussion and negotiations and preparation by DDC of preliminary plans.

1.8 The Preliminary plans were prepared by DDC, reviewed with staff of the City of Pocatello and PDA, and subsequently revised as a result of that review and discussion.

1.9 DDC has determined that its prospective lenders for the redevelopment project will require that development occur through a newly-formed single purpose entity; and for this

reason, DDC has formed Triangle, Inc. to serve as the redevelopment entity exclusively for the redevelopment of the North 3rd Triangle Area. It is by reason of these circumstances that Triangle, Inc. is the direct developer party to this Comprehensive Redevelopment Agreement.

1.10 By this Comprehensive Redevelopment Agreement, PDA and Triangle, Inc. wish to carry out the terms of the Pre-Development Agreement and to memorialize their mutual undertakings and commitments with respect to the redevelopment of the North 3rd Triangle Area.

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

2. Redevelopment

2.1 Triangle will undertake redevelopment of the North 3rd Triangle Area generally in accordance with the Site Plan referred to in Paragraph 1.1 of the Redevelopment Grant Agreement between the parties to this Agreement and of even date herewith. Said Site Plan is attached to this Agreement as Exhibit "B" and incorporated herein.

2.2 Triangle shall report to PDA quarterly with regard to: (a) progress that has occurred in the redevelopment in the preceding quarter; and (b) anticipated schedule of continued redevelopment of the North 3rd Triangle Area in the coming quarter. Phases for the construction and development are set out in Paragraphs 4.4 and 4.7 of the Redevelopment Grant Agreement between the parties to this Agreement and of even date herewith.

3. Site Conveyance

3.1 To enable Triangle to commence the redevelopment of the North 3rd Triangle Area, following execution of this Comprehensive Redevelopment Agreement, PDA shall convey to Triangle fee simple title to the real property comprising the North 3rd Triangle Area, as described in Exhibit "A" hereto.

3.2 Such conveyance by PDA to Triangle shall be in the form of the Warranty Deed attached hereto as Exhibit "C."

3.3 The conveyance from PDA to Triangle shall be, in form and substance, a grant in furtherance of the redevelopment contemplated by this Comprehensive Redevelopment Agreement.

3.4 In connection with such conveyance, PDA shall provide to Triangle, but at Triangle's expense, a standard form owner's title insurance policy naming Triangle as the insured party; and subject only to the exceptions set out in the Warranty Deed (Exhibit "C" hereto).

3.5 If, during any of the following stated years, the property is not exempt from real property taxes, then the following allocation of real property taxes shall be made: (a) all real property taxes assessed against the property for 2007 and prior years, and unpaid, shall be paid at closing of the conveyance by PDA; (b) Any real property taxes assessed for 2008 shall be prorated to date of closing; and (c) Triangle shall be responsible for all real property taxes assessed for 2009 and subsequent years.

3.6 Triangle shall pay all of the closing costs incurred with Pioneer Title Company of Bannock County on the closing of the conveyance from PDA to Triangle.

4. **Redevelopment Grants**

4.1 In addition to a land grant valued at \$627,400, to enable redevelopment of the deteriorated area described here as the North 3rd Triangle Area, which development would otherwise be economically impractical for a developer, PDA shall provide to Triangle two additional redevelopment grants, as described in Paragraphs 4.2 and 4.3, below.

4.2 The first additional redevelopment grant shall be in the sum of \$300,000, and is limited to work and improvements related to the perimeter of the redevelopment of the North 3rd Triangle Area. Included in the work to be done under this redevelopment grant is the engineering work package (engineering drawings) to be prepared final form at a later time for this portion of the project, the preparation costs of which are an allowable expense to be paid from the redevelopment grant referred to in this paragraph.

4.3 The second additional redevelopment grant shall be in the sum of \$632,801.57, and is limited to infrastructure and site work in the North 3rd Triangle Area (including the common area), together with additional work and improvements related to the perimeter of the redevelopment of the North 3rd Triangle Area. Included in the work to be done under this redevelopment grant is the engineering work package (engineering drawings) to be prepared in final form at a later time for this portion of the project, the preparation costs of which are an allowable expense to be paid from the redevelopment grant referred to in this paragraph.

4.4 The third redevelopment grant is the real property conveyance provided for in Paragraph 3.1, above, and referred to in Paragraph 4.1, above, which grant is valued at \$627,400.

4.5 Each of the grants shall be subject to the terms and conditions of the Redevelopment Grant Agreement, to be executed by the parties, and a copy of which is attached hereto as Exhibit "D."

5. Security

5.1 To secure Triangle's performance of its obligations under this Comprehensive Redevelopment Agreement and the Redevelopment Grant Agreement, Triangle shall (simultaneously with the conveyance from PDA to Triangle provided for in Paragraph 3, above)

grant to PDA a Deed of Trust for recording in the real property records of Bannock County, Idaho.

5.2 The Deed of Trust shall be in the form of Exhibit "E" hereto.

5.3 The Deed of Trust shall initially encumber all of the property in the North 3rd Triangle Area, as described in Exhibit "A" hereto.

5.4 Upon completion of the parking area, as identified in the Site Plan, PDA will release the lien of the Deed of Trust with respect to the parking area. Further, upon approval of the subdivision plat for the North 3rd Triangle Area by the appropriate governmental authorities, and recording of the same, PDA will release the lien of its Deed of Trust with respect to the common areas within the subdivision.

5.5 Upon Triangle entering into any contract for sale of property within the North 3rd Triangle Area that has been improved, directly or indirectly, by the redevelopment work referred to in Paragraphs 4.2 and 4.3, above, (perimeter, infrastructure and site work (including common area)), or in connection with Triangle obtaining financing to construct improvements for lease on property of which it will retain ownership, the lien of the Deed of Trust will be released as to that specific property to enable Triangle or a third-party purchaser to finance construction of residential and/or commercial improvements upon the property to be sold; PROVIDED THAT, PDA has approved the performance of Triangle under this Agreement. PDA may require Triangle, or third-party purchaser, to obtain a performance bond or to provide other performance security (such as evidence of a committed loan for construction) as to any property released from the lien of PDA's Deed of Trust to enable Triangle, or third-party purchaser, to construct improvements on the property.

5.6 Upon full performance by Triangle of this Agreement and the Redevelopment Grant Agreement, PDA will release any remaining lien of its Deed of Trust.

6. Subordination and Assignment

6.1 Triangle and PDA acknowledge that PDA will not have the monies to enable it to fund the redevelopment grant referred to in Paragraph 4.3, above, until sometime during the period of January 1, 2008 to September 1, 2008.

6.2 For that reason, Triangle and PDA intend that Triangle will obtain interim financing to enable the redevelopment work to proceed, notwithstanding the deferral in Triangle's receipt of the grant funds, as set out in Paragraph 6.1, above.

6.3 To facilitate such interim financing, PDA will cooperate to permit assignment by Triangle to a lender of its right under this Agreement and the Redevelopment Grant Agreement to receive the grant funds referred to in Paragraphs 4.3, above; and PDA will subordinate, as needed, the lien of its Deed of Trust to the lien of a lender providing such interim financing.

6.4 To effect subordination, PDA shall execute and deliver to the lender such form of subordination agreement as the lenders may reasonably require; provided the same preserves PDA's lien in a second lien position of priority.

7. Redevelopment Plan

7.1 Parties to this Comprehensive Redevelopment Agreement mutually acknowledge their compliance with the Pre-Development Agreement which remains effective to date of execution of this Comprehensive Redevelopment Agreement.

7.2 This Comprehensive Redevelopment Agreement, and the related Redevelopment Grant Agreement and Deed of Trust, shall supersede the Pre-Development Agreement of April 11,

2006, between PDA and DDC upon execution of the Comprehensive Redevelopment Agreement.

8. Condition to Closing

8.1 Written waiver by Triangle of any objection to the environmental condition of the property (described in Exhibit "A" hereto) shall be a condition precedent to: (a) closing of the transaction by execution and recording of the Warranty Deed, provided for in Paragraph 3, above; (b) binding effect on the parties of the provisions of the Redevelopment Grant Agreement and the other provisions of this Comprehensive Redevelopment Agreement.

8.2 To enable Triangle to determine whether or not to execute the written waiver referred to in Paragraph 8.1, above, PDA shall cooperate to provide Triangle access to the property (described in Exhibit "A") for such environmental review and assessment as Triangle, acting through its members, deems necessary; including (but not limited to) sampling or testing on the property.

8.3 The parties to this Agreement (PDA and Triangle) acknowledge that Triangle has, prior to the execution of this Agreement, had access to the property for Phase 1 environmental assessment and limited Phase 2 assessment. In the event Triangle deems more extensive Phase 2 environmental assessment to be warranted, the parties will enter into a license agreement in usual form permitting Triangle's access to the property for such purpose.

9. Miscellaneous

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

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

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

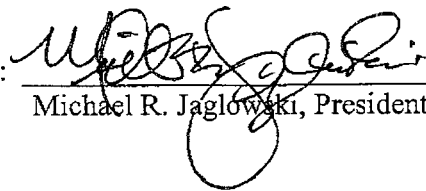
9.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement, including obtaining of any required resolution of its governing board.

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

TRIANGLE, INC., an Idaho corporation

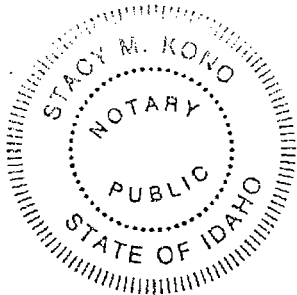
By: 
Steven Brown, Chair

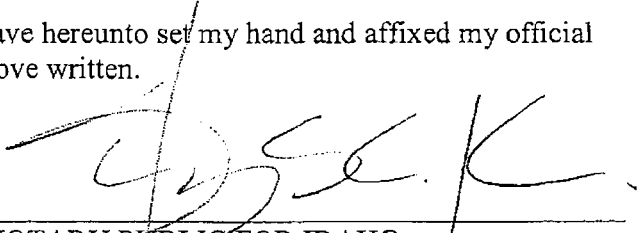
By: 
Michael R. Jaglowski, President

STATE OF IDAHO)
) ss.
County of Bannock)

On this 20th day of March, 2008, before me, a notary public in and for said State, personally appeared **STEVEN BROWN**, known or identified to me to be the Chair of the Pocatello Development Authority, the urban renewal agency that executed the within instrument, or the person who executed the instrument on behalf of said agency, and acknowledged to me that said agency executed the same.

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

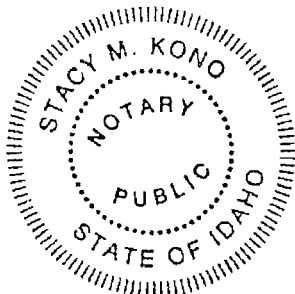



NOTARY PUBLIC FOR IDAHO
Residing at Pocatello ID
My Commission Expires 02/27/09

STATE OF IDAHO)
) ss.
County of Bannock)

On this 20th day of March, 2008, before me, a Notary Public in and for said State, personally appeared **MICHAEL R. JAGLOWSKI**, known or identified to me to be the President of **TRIANGLE, INC.**, the corporation that executed the instrument, or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



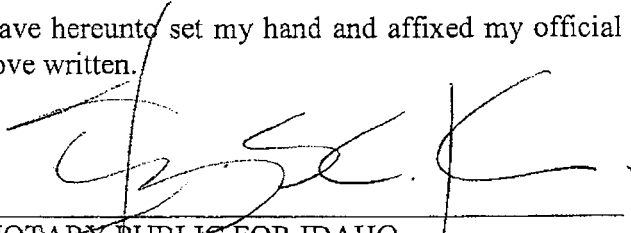

NOTARY PUBLIC FOR IDAHO
Residing at Pocatello ID
My Commission Expires 02/27/09

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 15 and 16, Block 328, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

Lots 3, 4, and 5, Block 342, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

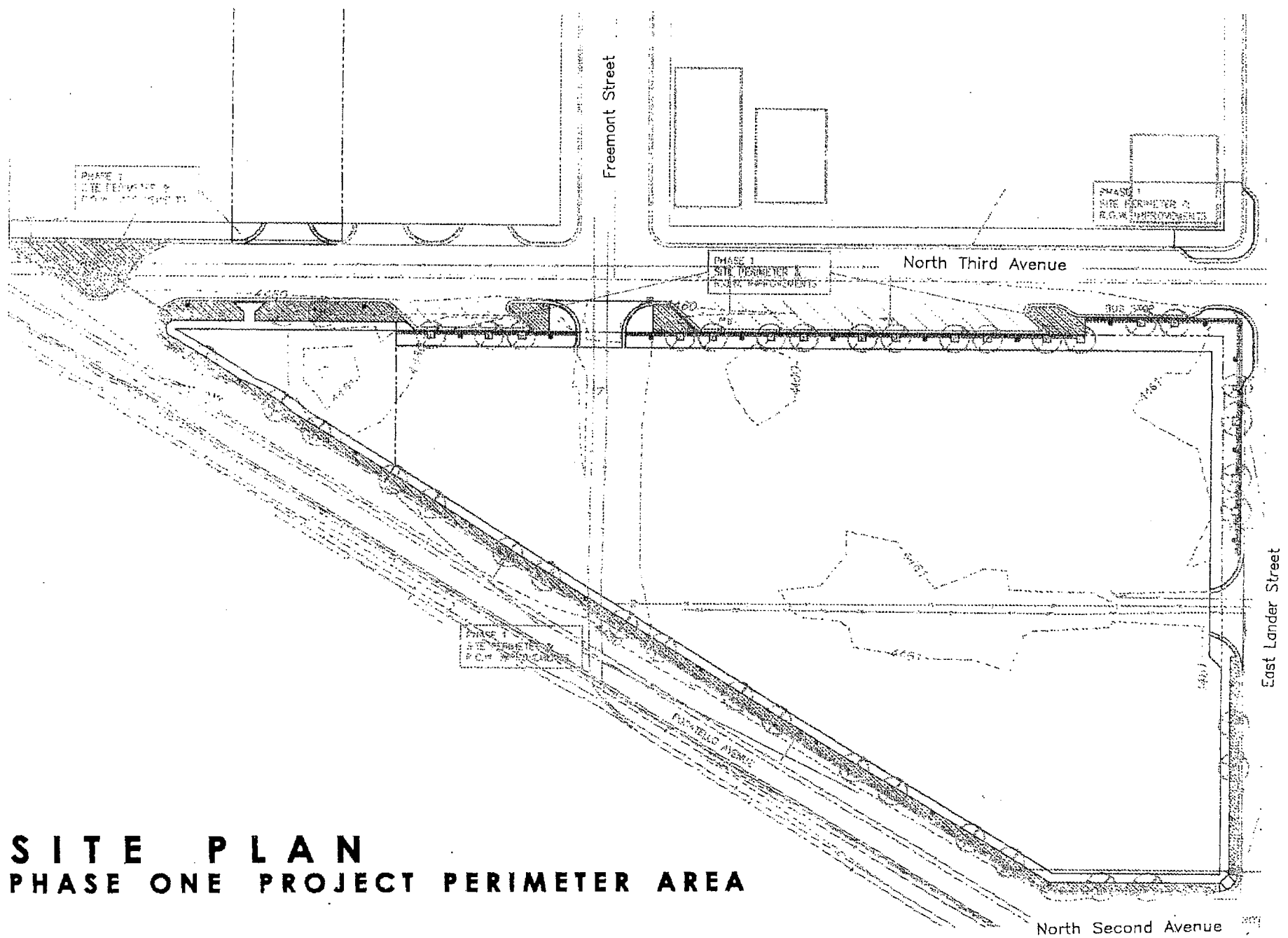
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 343, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

Together with that portion of alley in Block 343 vacated by Ordinance No. 2766, recorded June 21, 2005 as instrument No. 20512156.

Together with that portion of Fremont Street adjacent to Blocks 342 and 343 vacated by Ordinance No. 2766, recorded June 21, 2005 as instrument No. 20512156.

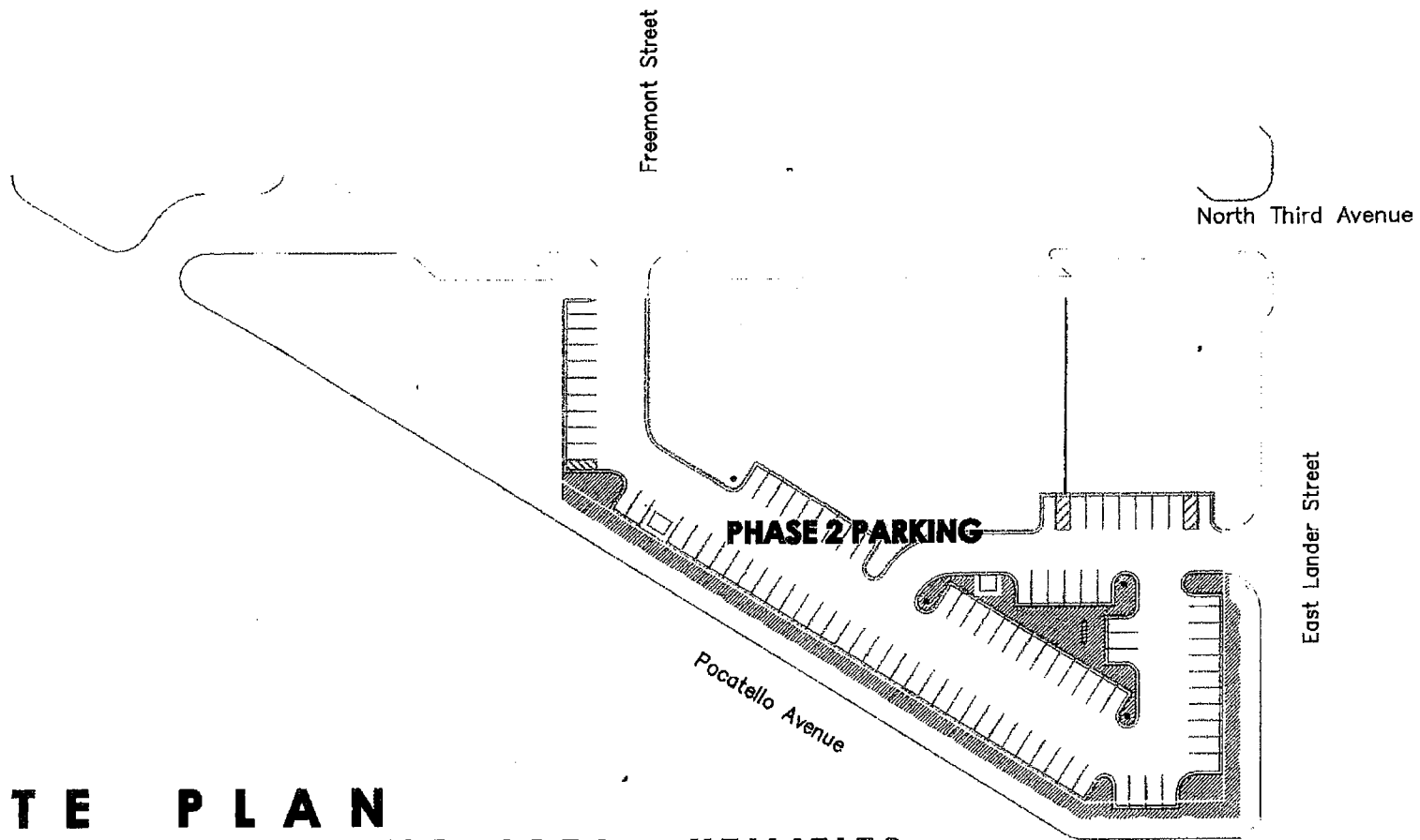
EXHIBIT "B"

SITE PLAN



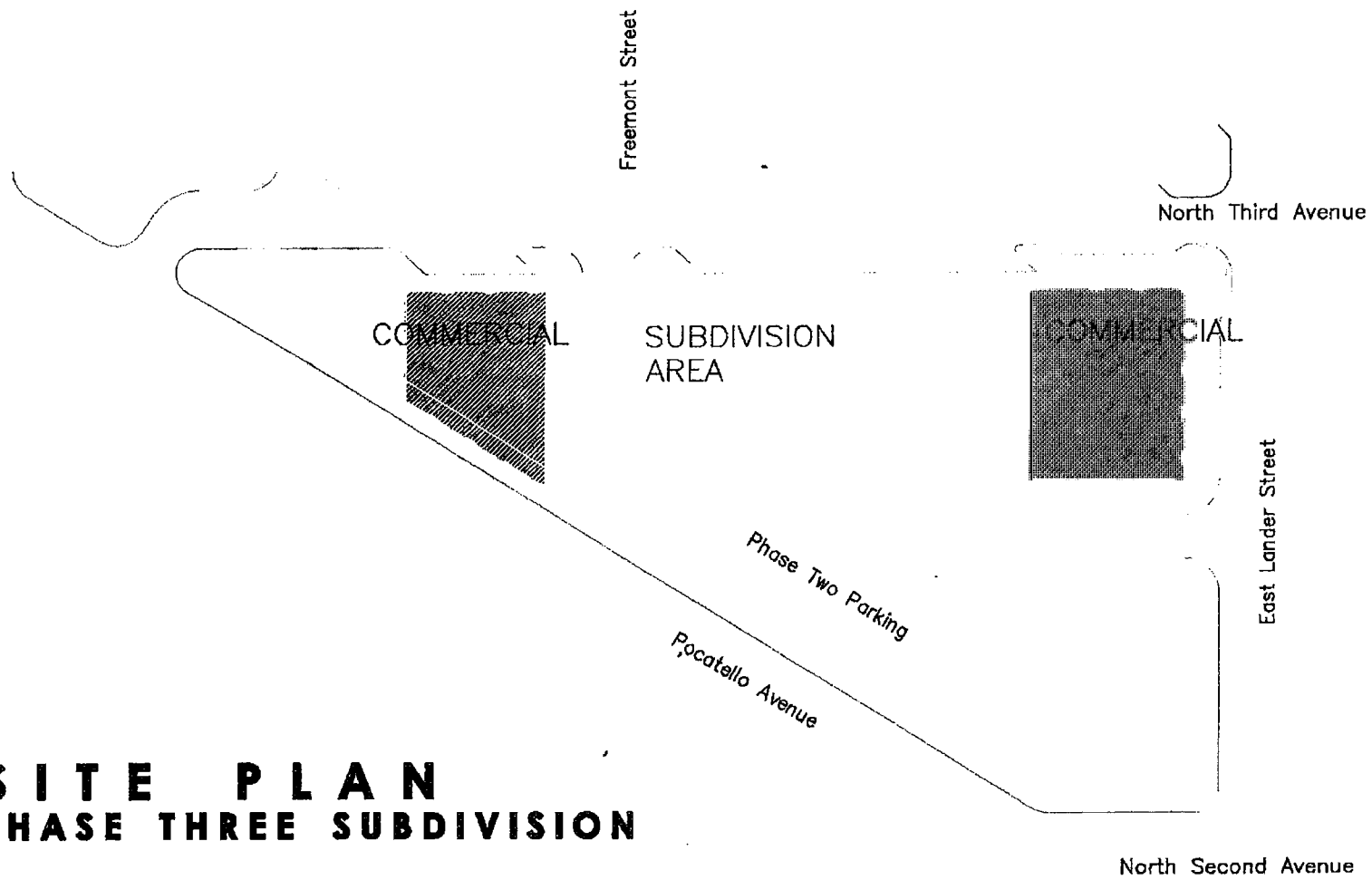
S I T E P L A N
PHASE ONE PROJECT PERIMETER AREA





S I T E P L A N
PHASE TWO PARKING AREA & UTILITIES





S I T E P L A N
P H A S E T H R E E S U B D I V I S I O N



Triangle Public Works and City Review and Invoice Process

- Developer agrees to enter into a contract with each selected contractor who will perform the work in accordance with the approved plans and City of Pocatello specifications. Developer agrees to provide the Pocatello Development Authority (PDA) with a copy of said contracts.
- Developer agrees to hire an Engineering firm or a qualified third party inspector as approved by the PDA and City of Pocatello to review the construction work, review and qualify pay applications from the contractor, prepare bi-weekly reports on the progress and status of the improvement project, and prepare and provide to the PDA record drawings ("as built" drawings) within sixty (60) days of substantial completion of the project.
- Developer agrees to conduct a weekly construction meeting on-site with the contractors, inspectors, Engineers, and City of Pocatello personnel. The purpose of the meeting is to review this project's progress, budget, schedule, and possible work changes/issues.
- Developer shall present packet with request letter and qualified (with either engineering stamp or other authorization that the invoices are valid) invoices to the City's Engineering Department for payment by PDA no later than 5:00 p.m. on the first Friday of every month. The packet will be mailed for presentation to the PDA the second Wednesday of the month. Such qualified invoices shall be for work identified in the approved plans. Invoices must be accompanied by a statement from the project engineer verifying that the labor and materials for which payment is claimed has actually been performed and installed.
- Developer shall provide to PDA such additional information respecting the work and payments as PDA may reasonably request.
- Overall architectural, landscape, and site design shall conform with plans formally approved by the PDA as submitted by Triangle, Inc. and inspection will be required by City staff to ensure conformance with approved plans.
- Developer will acquire and pay for all required Building and Right-of-Way permits and follow established City protocol for requesting inspections.
- Developer agrees to use licensed public works contractors for any work in the right-of-way exceeding \$10,000.00.
- All contractors and sub-contractors employed on this project will have current City of Pocatello and State of Idaho Contractors licenses appropriate for the work being performed.

EXHIBIT "C"
WARRANTY DEED

WARRANTY DEED

FOR VALUE RECEIVED, the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho, Grantor, does hereby grant, bargain, sell and convey unto Triangle, Inc., a corporation formed under the laws of the State of Idaho, Grantee, whose current address is 2999 William Street Pocatello, Idaho 83201, real property located in Bannock County, Idaho, and more particularly described in Exhibit "A," attached hereto and made a part hereof.


Subject to:

- a. Rights reserved in Federal patents;
- b. Building or use restrictions;
- c. Building and zoning ordinances of any governmental unit;
- d. Ordinances, agreements, easements and rights-of-way of record as disclosed in Commitment to Insure of Pioneer Title Company of Bannock County (Old Republic National Title Insurance Company, insurer), effective August 31, 2007, Order Number 20071546.

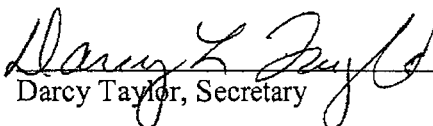
TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, its successors and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that it is the owner in fee simple of said premises; that they are free from all liens and encumbrances (save and except those referenced above); and that Grantor will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the Grantor, pursuant to a resolution of its Board of Directors, has caused its name to be hereunto subscribed by its Chair, and attested to by its Secretary, this 20 day of March, 2008.

POCATELLO DEVELOPMENT AUTHORITY, an urban renewal agency formed under the laws of the State of Idaho

By: 
Steven Brown, Chair

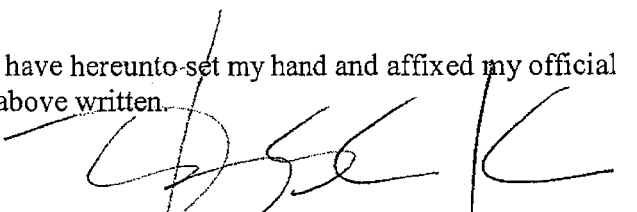
ATTEST:

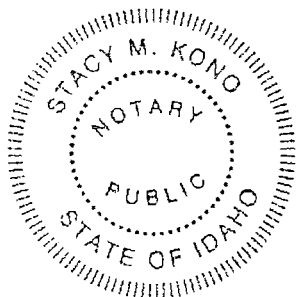

Darcy Taylor, Secretary

STATE OF IDAHO)
County of Bannock) ss.
)

On this 23rd day of March, 2008, before me, the undersigned Notary Public in and for said State, personally appeared STEVEN BROWN and DARCY TAYLOR, known or identified to me to be the Chair and Secretary, respectively, of POCATELLO DEVELOPMENT AUTHORITY, the urban renewal agency that executed the instrument or the persons who executed the instrument on behalf of said agency, and acknowledged to me that such agency executed the same.

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





NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 02/27/09

EXHIBIT "A"

Lots 15 and 16, Block 328, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

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Together with that portion of Fremont Street adjacent to Blocks 342 and 343 vacated by Ordinance No. 2766, recorded June 21, 2005 as instrument No. 20512156.

EXHIBIT "D"
REDEVELOPMENT GRANT AGREEMENT

REDEVELOPMENT GRANT AGREEMENT

This Agreement made this 3rd day of March, 2008, by and between Triangle, Inc., a corporation formed under the laws of the State of Idaho (hereinafter "Triangle"), and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho (hereinafter "PDA"). Triangle and PDA are at times hereinafter referred to collectively as "the parties to this Agreement."

1. Recitals

1.1 Triangle is a single purpose entity formed by the developer party, DDC, LLC (described in Paragraph 1.5, below) for the sole purpose of acquiring and developing, as a mixed use redevelopment project, certain real property located in the City of Pocatello (Bannock County), Idaho; which real property consists of a triangular parcel encompassing Blocks 342 and 343 of the Original Pocatello Townsite; and which is bounded on the southeast side by East Lander, on the northeast side by North 3rd Avenue and on the northwest side by Pocatello Avenue; together with an additional 60-foot by 140-foot parcel in Block 328 of the Original Pocatello Townsite.

The real property subject of the redevelopment, and described above, is hereinafter referred to as the "Project Area;" and is more particularly described in Exhibit "A" attached hereto and made a part, hereof. Exhibit "B," attached hereto and made a part hereof, is the site plan for the Project Area, showing the general and expected layout of the redevelopment of the Project Area.

Exhibit "B" is hereinafter referred to as "the Site Plan." An historic easement for commemoration of the history of the Project Area will be included on the subdivision plat to be prepared by Triangle, presented for acceptance to the appropriate governmental authorities and recorded with the Bannock County, Idaho Recorder.

1.2 PDA is a public body created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency, PDA is charged with aiding and assisting economic development in Pocatello, Idaho (hereinafter at times “the community”), including assisting developments that will eliminate deteriorated areas in the community and bring them to greater and improved utilization; and is further charged with encouraging, to the extent possible, 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 of 1965, and Idaho Code §50-2902, being part of the Local Economic Development Act of 1988.

1.3 The Project Area became a deteriorated area that included auto repair facilities where numerous used vehicles and parts of vehicles were stored on the premises, vacant lots, and dilapidated houses and former commercial buildings that were no longer occupied.

1.4 Heretofore, in preparation for redevelopment of the Project Area, the City of Pocatello, Idaho, and the PDA cooperated (in a redevelopment partnership) in order for the PDA to acquire the real property now included in the Project Area; in the course of which acquisition said redevelopment partnership acquired fifteen separate parcels of real property in the Project Area, and obtained rezoning of the Project Area from the “Industrial” classification to the “Commercial General” classification, which is a classification more suited to the redevelopment of the Project Area.

1.5 DDC, LLC, the developer party, is an Idaho limited liability company based in Pocatello, Idaho, and is engaged in the development, design and construction of real estate projects (DDC, LLC is hereinafter referred to as “DDC”). DDC has developed a design, financing and

construction plan for mixed use redevelopment of the Project Area (hereinafter the "Redevelopment Plan").

1.6 The Redevelopment Plan includes commercial and professional office development, retail space development and combination live/work units where residential units will be paired with commercial or professional work locations or retail space; together with parking areas to support the residential, commercial, professional and retail uses of the Project Area. The Redevelopment Plan contemplates primarily the sale to third-parties of the commercial and professional office improvements, retail space and the combination live/work units, with the associated land. The Redevelopment Plan shall be substantially similar to the development shown on the Site Plan; and the commercial and professional office development, retail space development and combination live/work units (ground level) shall comprise approximately 26,400 square feet. The plan also includes a combination of public and private financing. Preparation of a subdivision plat for the Project Area and obtaining government approval and recording of the plat will be required by reason of the sales to third-parties described above. Triangle will prepare the subdivision plat and conditional use permit application and obtain concurrent approval and recording of the same at its sole cost and expense. The subdivision plat shall include designation of the historic easement and public ways which shall be dedicated to the public upon recording of the subdivision plat. As indicated above in this Paragraph, the development of the Project Area will be a mixed use development. The parking area shall comprise not less than 104 automobile parking spaces, and shall be an asphalt surface appropriately striped for automobile parking. The architectural form for buildings within the Project Area shall be as designated in an architectural standard to be prepared under the authority

of this Agreement, unless deviation therefrom is authorized in writing by PDA. A draft of the architectural standard is attached as Exhibit "C." Subsequent to execution of this Agreement, the final form of the architectural standard shall be approved by PDA or its representatives, and such final, approved standard shall be incorporated by Triangle into the conditions and covenants of the subdivision referred to in this paragraph. The Redevelopment Plan will observe the objectives identified in the Central Corridor Urban Renewal Area Plan and will include the following:

- (a) The goal of the parties to this Agreement is to redevelop the entire project area, thereby increasing property values in the area. The Site Plan shall reflect provisions for access to properties outside of the Project Area, as appropriate.
- (b) The historic easement will be an approximate 30' by 30' triangle area on the southeasterly edge of the site, adjacent to North Third Avenue (or such other location as may be approved by PDA or a PDA representative). The Site Plan allows for an eventual monument/memorial surrounded by appropriate landscaping to be maintained in perpetuity by the future owners' association or associations for the Project Area, which monument will depict the site as being historically significant because of the rich ethnic history of this area.
- (c) The overall architectural, landscape, and site design shall be of high quality, exemplifying the best of contemporary design for the type of development. Building designs will be attractive and reflect appropriate levels of visual interest through the use of architecturally harmonious blending of textures, colors, signage, roof treatments, building offsets, vertical focal elements (such as major tenant entrances, corner features), and other architectural elements. Provision will be made for windows in the store fronts in the Project.
- (d) The Redevelopment Plan will conform to current City of Pocatello requirements regarding building, parking and other site specifications identified in City Code. The Redevelopment Plan will accommodate appropriate pedestrian access to and within the site. Service and loading areas will be well screened from view.

- (e) Parking lot or site lighting will be compatible with that found in the nearby Downtown Historic District.
- (f) All signage will be coordinated and blend with the development and complement its architectural character. No off premise signage will be allowed.

1.7 The Project Area is within a previously designated urban renewal area as authorized by the City of Pocatello, Idaho Resolution No. 1998-37, dated October 1, 1998, and included in PDA's Urban Renewal Plan approved by City of Pocatello, Idaho, in Ordinance No. 2614, dated December 17, 1998, in accordance with Title 50, Chapter 20, Idaho Code, as amended (the same being the Idaho Urban Renewal Law of 1965), together with Title 50, Chapter 29, Idaho Code, as amended (the same being the Idaho Local Economic Development Act of 1988). The Urban Renewal Plan referred to above includes identification of a revenue allocation area and a description of an urban renewal project consisting of the development and redevelopment of the Project Area. As a result of the establishment of the revenue allocation area, and by reason of its status as the applicable urban renewal agency, PDA has received, and will receive, certain property tax revenues allocated to it pursuant to Idaho Code §50-2908 to be used for development and redevelopment or rehabilitation purposes as described in the Idaho Urban Renewal Law of 1965 and the Idaho Local Economic Development Act of 1988.

1.8 Construction lender and long-term lender requirements for the redevelopment require that the project be conducted through, and the real property in the Project Area owned by, a newly-formed single purpose entity which is engaged in no other business activities other than design, financing, construction and lease and sale of the residential, commercial and professional facilities to be constructed in the Project Area under the Plan.

1.9 For the reasons explained in the preceding subparagraph, the principals of the developer entity, DDC, have caused to be formed the separate, single purpose entity of Triangle, all as more fully stated in the introductory paragraph to this Agreement and in Paragraph 1.1, above.

1.10 DDC has entered into a Pre-Development Agreement with PDA, providing for negotiation of a comprehensive agreement regarding (within the Project Area) development, financing, construction and lease and sale of the improved real property to third-parties by Triangle. On the authority of the Pre-Development Agreement, and as a result of the negotiations between the parties, PDA and Triangle have, contemporaneously with entry into this Redevelopment Grant Agreement, entered into a Comprehensive Redevelopment Agreement.

1.11 PDA has determined that the above-described development project represents the type of urban area development and redevelopment to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development of the area, added tax base valuation and the creation of jobs consistent with the applicable Urban Renewal Plan. For that reason, PDA has committed to certain grants to Triangle, described below, for use in the redevelopment of the Project Area.

1.12 By this Agreement, PDA and Triangle wish to memorialize their mutual undertakings and commitments with respect to the grants hereinafter described and to supplement their Comprehensive Redevelopment Agreement with specific terms applying to such grants.

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

2. PDA's Undertaking

2.1 To further the proposed development and the property improvement and jobs enhancement expected therefrom, PDA agrees to provide to Triangle the following redevelopment grants:

- (a) Transfer to Triangle of the real property located in the Project Area, City of Pocatello, Bannock County, Idaho, with an appraised value of \$627,400.00, and more particularly described in Exhibit "A" hereto.
- (b) Up to a maximum amount of \$300,000 for work and improvements related to the perimeter of the Project Area, including (but not limited to) architectural design or other design, engineering and hard costs.
- (c) Up to a maximum amount of \$632,801.57 needed for additional work and improvements related to the perimeter of the Project Area together with infrastructure and site work in the Project Area (including the common area), and to the extent not needed for site work, for façade work and improvements to enhance the aesthetics of the Project Area; together with all other redevelopment uses authorized by the Idaho Urban Renewal Law of 1965, as amended, and the Local Economic Development Act of 1988, as amended.

2.2 The amount provided in Paragraph 2.1(b), above, shall be paid through an internal account known as the "perimeter construction account," into which PDA shall deposit the funds to be used to make the payments. The perimeter construction account shall be an account held and maintained by PDA, but for the purpose of identifying and segregating the funds to be paid out in accordance with Paragraph 2.1(b), above. The perimeter construction account referred to in this paragraph shall be separate from the account established under Paragraphs 2.4 and 2.5 of this Redevelopment Grant Agreement.

2.3 From the perimeter construction account, PDA shall pay Triangle in response to qualified invoices for services provided to Triangle, such invoices to be submitted by Triangle in connection with the redevelopment project. "Qualified invoices," as that term is used in this

Paragraph 2.3, shall mean invoices including adequate detail of the charges represented thereby, and which relate to that portion of the redevelopment work described in Paragraph 2.1(b), above, or similar work, and consistent with the Urban Renewal Plan and Idaho Urban Renewal Law.

2.4 The amount provided in Paragraph 2.1(c), above, shall be paid through an internal account, known as the "interior construction account," into which PDA shall deposit the funds to be used to make the payments. The interior construction account shall be an account held and maintained by PDA, but for the purpose of identifying and segregating the funds to be paid out in accordance with Paragraph 2.1(c), above. The interior construction account referred to in this paragraph shall be separate from the account established under Paragraphs 2.2 and 2.3, above.

2.5 From the interior construction account, PDA shall pay Triangle in response to qualified invoices for labor and materials submitted by Triangle in connection with the redevelopment project. "Qualified invoices," as that term is used in this Paragraph 2.5, shall mean invoices including adequate detail of the charges represented thereby, and which relate to that portion of the redevelopment work described in Paragraph 2.1(c), above, or similar work, and consistent with the applicable Urban Renewal Plan and Urban Renewal Law.

2.6 Payment pursuant to Paragraph 2.3 above, shall be made promptly following the submission of Qualified invoices after the date of this Redevelopment Grant Agreement, and funds to meet submitted invoices under Paragraph 2.3 shall be available from PDA by that date. With respect to payments pursuant to Paragraph 2.5, above, the parties to this Agreement acknowledge that PDA does not currently have the monies available to pay Qualified invoices under Paragraph 2.5; but will be receiving such funds in the time period of January 1, 2008 to September 1, 2008. Accordingly, until such funds are available to PDA, which PDA represents

will be no later than September 1, 2008, Triangle shall seek interim financing to enable payment of Triangle's development and construction costs and expenses pending availability of the funds from PDA. Upon PDA's receipt prior to September 1, 2008 of all or any portion of the funds to be used to make the payments required of PDA under Paragraph 2.5, above, PDA shall promptly pay Triangle for Qualified invoices submitted by Triangle to that time to the extent of funds available to PDA at that time; which payment Triangle may apply to repay the interim financing. No later than September 1, 2008, PDA shall pay Triangle for all Qualified invoices submitted by Triangle to that time, and thereby enable Triangle to repay all of the interim financing; and thereafter PDA shall promptly pay Triangle for all additional Qualified invoices up to the full amount of the redevelopment grant referred to in Paragraph 2.1(c), above.

2.7 The invoice submission, approval and payment provisions of Paragraphs 2.2 through 2.6, above, shall be deemed to be supplemented by the "Public Works, City of Pocatello Review and Invoice Process" attached hereto and made a part hereof.

3. **Triangle's Undertaking on Payments**

3.1 Triangle shall provide Qualified invoices for the amount of the payments by PDA relating to the purchase of goods and services necessary and useful to the redevelopment of the Project Area.

3.2 Triangle shall provide to PDA such additional information respecting the work and payments as PDA may reasonably request.

4. **Character of Redevelopment and Triangle's Undertaking on Redevelopment**

4.1 In implementing the redevelopment in the Project Area, Triangle shall establish a mixed use development in which portions of the Project Area will be utilized for commercial and

professional activities, portions for retail space and portions for residential occupation and portions for live/work areas where the improvements constructed will be designed to include residential components and commercial or professional components in the same structure.

4.2 The redevelopment shall follow the Site Plan or any approved Amended Site Plan substantially similar to the Redevelopment Plan; PROVIDED, HOWEVER, PDA approval must be obtained for: (a) any substantial amendments to the Site Plan (which is defined for purposes of this Agreement as any reduction in overall building square footage by 15% from the original Site Plan building square footage of 34,800 square feet); or (b) significant changes in proposed uses of the property; or (c) architectural standard modifications. The north and south ends of the property will be utilized for commercial developments as shown on the Site Plan.

4.3 The emphasis of the redevelopment shall be sale of property improvements and the associated land to third-parties, rather than retention of ownership and lease by Triangle. Construction by or on behalf of third-party purchasers shall conform to the architectural standard established under Paragraph 1.6 of this Agreement, and which standard will be included in the conditions and covenants of the subdivision.

4.4 The general redevelopment shall be constructed and developed in phases, as follows (assuming expedited review and approval by City of Pocatello, Community Development Commission and City Council):

- (a) First Phase -- Project Area perimeter (with intended completion by August 1, 2008);
- (b) Second Phase -- Parking area and utilities and infrastructure for the Center Project Area (including common area) (with intended completion by August 1, 2008); and

- (c) Third Phase - Subdivision of Project Area (with intended completion by August 1, 2008).
- (d) Fourth Phase – Sale and development of lots, including completion of buildings (with intended completion by March, 2010, (subject to market conditions, governmental approval, availability of residential financing for the live/work units and unforeseen delays)).

4.5 All Project Area perimeter work to be done in the right-of-way shall be done by contractors licensed to do work in the City of Pocatello right-of-way.

4.6 The additional parking area east of North 3rd Avenue will be retained for parking, serving the whole Project Area, and will not be separately marketable (except with PDA approval).

4.7 Following the construction and development phases set out in Paragraph 4.4, above, lots will be marketed for the mixed use purposes herein described, with resulting construction of buildings by Triangle or lot purchasers to occur in connection with sale of the lots. This Paragraph 4.7 shall not be construed to limit Triangle's ability to sell or pre-sell lots following recordation of the subdivision plat, regardless of the stage of completion of the construction and development work called for by Paragraph 4.4(d), above.

4.8 The development shall be completed in the phases of construction and development set out in Paragraph 4.4, above.

4.9 The historic public easement shall be designated on the Subdivision Plat for the Project Area which will be prepared by the engineering firm employed by Triangle. Upon recording of the Subdivision Plat, the historic easement shall be dedicated to the public; PROVIDED THAT use by the public of the historic easement shall be limited to opportunity to observe and photograph the monument/memorial and uses incidental thereto; and use by the public shall be

subject to reasonable regulation by the Project Area property owners' association or associations. The property owners' association or associations for property owners within the Project Area will be responsible for ongoing maintenance of the monument to be constructed by third-parties within the historic public easement.

5. **Insurance**

5.1 During the construction of the redevelopment project, Triangle shall maintain or cause to be maintained, casualty loss insurance on the buildings constructed in the Project Area for the purpose of restoration of the buildings in the event of casualty loss. Triangle's obligation under this Paragraph 5.1 with respect to maintenance of casualty loss insurance on buildings shall terminate upon sale to a third-party of real property that includes any of the buildings; but only with respect to the buildings sold.

5.2 During the construction of the redevelopment project, Triangle shall maintain general liability insurance with PDA as an additional insured.

6. **Effect of Agreement**

6.1 The funds to be paid by PDA to Triangle under this Agreement, through PDA's payment of invoices submitted by Triangle, are intended to, and shall become, a permanent part of Triangle's working capital and capital investment in that the funds shall be used for capital improvements that Triangle will own and utilize in its redevelopment of the Project Area; and all such funds shall be utilized only for capital expenditures and not for operating expenses.

6.2 It is further intended by the parties to this Agreement that the amounts paid by PDA to Triangle hereunder, through payment of invoices submitted by Triangle, not be paid as compensation for specific services by Triangle for PDA. Rather, the intent of the parties is that

the payments assist Triangle in its need for capital in connection with the redevelopment project, and the parties shall take all action necessary to carry out that intent.

6.3 The contractual undertaking of PDA to pay amounts hereunder to Triangle, through payment of invoices submitted by Triangle, is the product of the parties' negotiations over a period of time, and is not a unilateral offer on the part of PDA.

6.4 Parties acknowledge that the effect of the payments by PDA required hereunder, as applied to capital improvements to be used in Triangle's real estate development business, will inure to the benefit of Triangle, while having the corresponding benefit for the public purposes of PDA, described above.

6.5 It is the further intent of the parties that the payments required of PDA hereunder, through invoices submitted by Triangle, shall be utilized in redevelopment and rehabilitation of the Project Area with respect to Triangle, and so as to enhance Triangle's realization of return (income) on the total investment in the redevelopment property, and parties shall take all action appropriate to accomplish that intent.

7. Miscellaneous

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

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

7.3 In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Determination of the prevailing party in any such litigation shall be made on the basis of the factors enumerated in Rule

54(d)(1)(B), Idaho Rules of Civil Procedure, as the same now exists or may subsequently be amended.

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

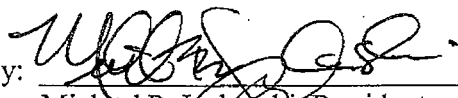
7.5 Notwithstanding the cooperation of the parties contemplated by this Redevelopment Grant Agreement to accomplish the redevelopment project, the parties to this Agreement (PDA and Triangle) shall not be deemed partners or joint venturer with respect to the redevelopment project.

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

TRIANGLE, INC.

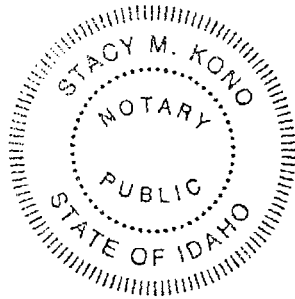
By: 
Steven Brown, Chair

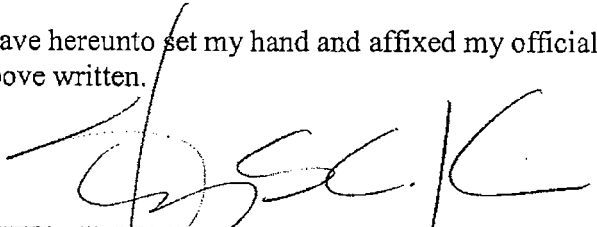
By: 
Michael R. Jaglowski President

STATE OF IDAHO)
) ss.
County of Bannock)

On this 20th day of March, 2008, before me, a notary public in and for said State, personally appeared **STEVEN BROWN**, known or identified to me to be the Chair of the Pocatello Development Authority, the urban renewal agency that executed the within instrument, or the person who executed the instrument on behalf of said agency, and acknowledged to me that said agency executed the same.

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



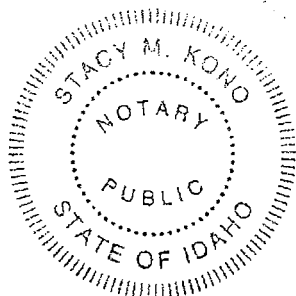


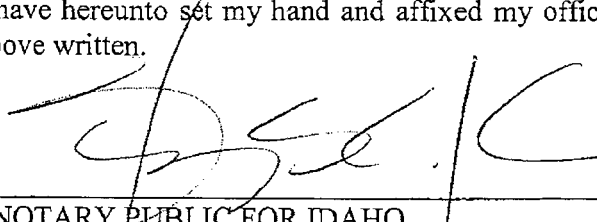
NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 02/27/09

STATE OF IDAHO)
) ss.
County of Bannock)

On this 20th day of March, 2008, before me, a Notary Public in and for said State, personally appeared **MICHAEL R. JAGLOWSKI**, known or identified to me to be the President of **TRIANGLE, INC.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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





NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 02/27/09

EXHIBIT "A"
LEGAL DESCRIPTION

Lots 15 and 16, Block 328, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

Lots 3, 4, and 5, Block 342, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 and 18, Block 343, POCATELLO TOWNSITE, Bannock County, Idaho, according to the official plat of survey of said lands by the Surveyor General.

Together with that portion of alley in Block 343 vacated by Ordinance No. 2766, recorded June 21, 2005 as instrument No. 20512156.

Together with that portion of Fremont Street adjacent to Blocks 342 and 343 vacated by Ordinance No. 2766, recorded June 21, 2005 as instrument No. 20512156.

EXHIBIT "E"
DEED OF TRUST

DEED OF TRUST

THIS DEED OF TRUST, made this 27th day of March, 2008, by and between Triangle, Inc., a corporation formed under the laws of the State of Idaho, herein called Grantor, whose address is 2999 William Street, Pocatello, Idaho 83201, and Pioneer Title Company of Bannock County, herein called Trustee, and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho, herein called Beneficiary; and is made pursuant to Title 45, Chapter 15, Idaho Code, and successor statutes.

WITNESSETH: That Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee in trust, with power of sale, real property located in Bannock County, Idaho, and more particularly described in Exhibit "A," attached hereto and made a part hereof.

FOR THE PURPOSE OF securing performance by Grantor of its obligations evidenced by or arising under:

- a. Comprehensive Redevelopment Agreement by and between Grantor and Beneficiary, dated March 3, 2008, and any indebtedness related thereto;
- b. Redevelopment Grant Agreement by and between Grantor and Beneficiary, dated March 3, 2008, and any indebtedness related thereto; and
- c. This Deed of Trust and any indebtedness related thereto.

PARTIES ACKNOWLEDGE that the underlying real property subject of this Deed of Trust is:

- a. Within an incorporated city (Pocatello, Idaho); and
- b. Comprised of less than 40 acres.

I. SECURITY OF PROPERTY

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

- 1. Maintenance of Premises. To keep said real property in good condition; and not to commit or permit waste thereon.
- 2. Defense of Claims. To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee.

3. Property Insurance. To continuously, and until reconveyance of this Deed of Trust, maintain casualty loss insurance on all insurable improvements constructed upon the real property subject to this Deed of Trust, excluding any property subsequently released from the lien of this Deed of Trust. Such insurance shall insure the improvements to their full fair market value; and Grantor shall be the loss payee with respect to such insurance.

4. Property Tax Obligation. To pay at least ten days before delinquency all real property taxes imposed with respect to the real property.

5. Advances. To pay immediately and upon demand all sums expended by Beneficiary or the Trustee in performing any obligation of Grantor pursuant to the provisions hereof, or as required by the Comprehensive Redevelopment Agreement and Redevelopment Grant Agreement referred to above, as provided in the following paragraphs.

(A) Should Grantor fail to perform any obligation under the Comprehensive Redevelopment Agreement or Redevelopment Grant Agreement referred to above, or to make any payment or to do any act related thereto, after written notice to Grantor from Beneficiary and expiration of thirty (30) days without cure by Grantor if the obligation can be cured within 30 days, then Beneficiary or Trustee, but without obligation so to do, and without releasing Grantor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof.

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

6. Grantor's obligations under this Section I of the Deed of Trust (maintenance, defense of claims, property taxes and advances) shall be satisfied by maintenance, defense of claims, payment of taxes and advances by Grantor's lessee with respect to any portion of the above-described premises leased by Grantor to third-parties.

II. ADDITIONAL AGREEMENTS

It is agreed by Grantor that:

1. The failure to comply with the obligations and requirements referred to in this Deed of Trust shall be a default on the part of the Grantor in the event the Grantor, within 30 days after notice, fails to cure the breach; PROVIDED, HOWEVER, that if the obligation cannot be cured in said 30-day period, then if the Grantor shall have undertaken to cure the same within said 30-day period and shall diligently pursue such cure to completion, the non-performance of the obligation within 30 days shall not be considered a default by Grantor. Additional events of default hereunder (subject to the default cure mechanism described above) are:

- a. Appointment of a receiver to take possession of the assets of Grantor.
- b. Abandonment of the North 3rd Triangle redevelopment project.
- c. A general assignment for the benefit of creditors by Grantor under Idaho Code §§68-201 and 28-9-309(12).
- d. A complete liquidation of Grantor.
- e. The failure of Grantor to construct the improvements shown on its project plan in accordance with the terms of the Redevelopment Grant Agreement.

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

3. Upon written request of Beneficiary stating that Grantor has fully performed all of its obligations under the Comprehensive Redevelopment Agreement and the Redevelopment Grant Agreement referred to above, and upon surrender of this Deed of Trust to Trustee for cancellation and retention and upon payment of its fees, Trustee shall reconvey, without warranty, the real property then held hereunder. The recitals in any reconveyance executed under this Deed of Trust of any matters or facts shall be conclusive proof of the truthfulness thereof.

4.

(A) In the event of default by Grantor, and ascertainment of the resulting monetary liability of Grantor (by written agreement or court decree), Beneficiary shall execute or cause the Trustee to execute a written notice of such default and of its election to cause to be sold the herein described real property to satisfy the ascertained obligation, and shall cause such notice to be recorded in the office of the Bannock County, Idaho Recorder, as provided in Idaho Code §45-1505(3), as the same now exists or may hereafter be amended.

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

be conclusive proof of the truthfulness thereof. Any person, including Grantor, Trustee, or Beneficiary, may purchase at such sale.

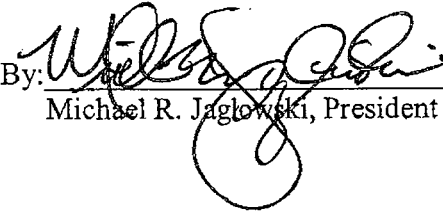
(C) After deducting all costs, fees and expenses of Trustee and of this trust, including cost of evidence of title and reasonable counsel fees in connection with sale, Trustee shall apply the proceeds of sale to payment of: (i) the ascertained liability, not then repaid; and (ii) the remainder, if any, to the person or persons legally entitled thereto, as set out in Idaho Code §45-1507.

5. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their successors and assigns. The term "Beneficiary" shall have, in this Deed of Trust, the meaning ascribed to it in Idaho Code §45-1502(1), or like provision of successor statute.

6. In the event of dissolution or resignation of the Trustee, the Beneficiary may substitute a trustee or trustees to execute the trust hereby created, as provided in Idaho Code §45-1504(2), and when any such substitution has been filed for record in the office of the Recorder of the county in which the real property is situated, it shall be conclusive evidence of the appointment of such trustee or trustees, and such new trustee or trustees shall succeed to all of the powers and duties of the trustee or trustees named herein.

IN WITNESS WHEREOF, this Deed of Trust is executed the day and year first above written.

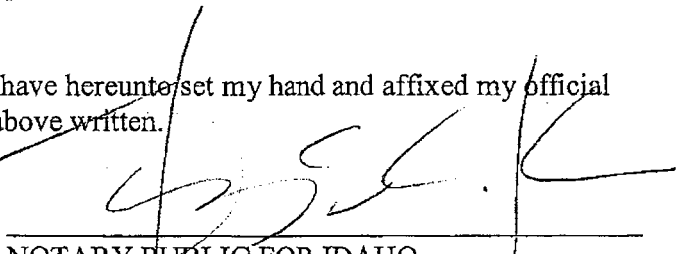
TRIANGLE, INC.

By: 
Michael R. Jaglowski, President

STATE OF IDAHO)
) ss.
County of Bannock)

On this 3rd day of March, 2008, before me, a Notary Public in and for said State, personally appeared MICHAEL R. JAGLOWSKI, known or identified to me to be the President of TRIANGLE, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 02/27/09

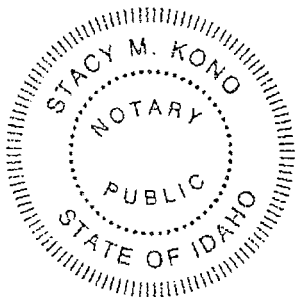


EXHIBIT "A"

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20071546 SUX 144

OFFICIAL RECORD BK# 905
BANNOCK COUNTY IDAHO

RECORDED AT REQUEST OF
FEE 18 DEPUTY 200

DEED OF TRUST

PIONEER TITLE

THIS DEED OF TRUST, made this 20 2008 day of March, 2008, 2008 MAR -3 P 2:14 by and between Triangle, Inc., a corporation formed under the laws of the State of Idaho, herein called Grantor, whose address is 2999 William Street, Pocatello, Idaho 83201, and Pioneer Title Company of Bannock County, herein called Trustee, and the Pocatello Development Authority, an urban renewal agency formed under the laws of the State of Idaho, herein called Beneficiary; and is made pursuant to Title 45, Chapter 15, Idaho Code, and successor statutes.

WITNESSETH: That Grantor does hereby irrevocably grant, bargain, sell and convey to Trustee in trust, with power of sale, real property located in Bannock County, Idaho, and more particularly described in Exhibit "A," attached hereto and made a part hereof.

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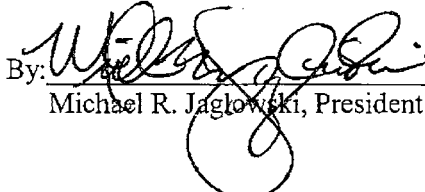
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IN WITNESS WHEREOF, this Deed of Trust is executed the day and year first above written.

TRIANGLE, INC.

By: 
Michael R. Jaglowki, President

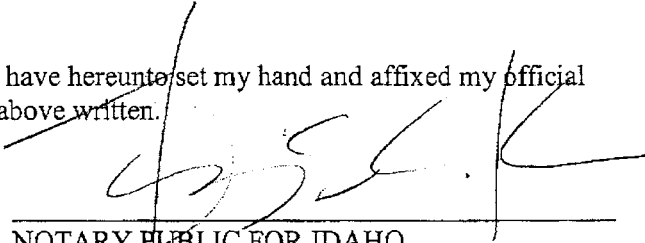
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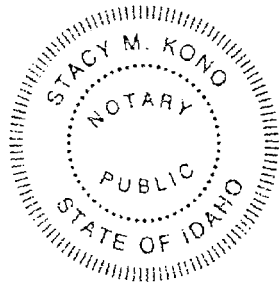
STATE OF IDAHO)
) ss.
County of Bannock)

On this 2nd day of March, 2008, before me, a Notary Public in and for said State, personally appeared MICHAEL R. JAGLOWSKI, known or identified to me to be the President of TRIANGLE, INC., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



NOTARY PUBLIC FOR IDAHO
Residing at Pocatello, ID
My Commission Expires 02/27/09



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EXHIBIT "A"

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***Triangle Project
Architectural Standards***

April 18, 2008

Triangle Project
Architectural Standards

1. Goal

The goal of the Triangle Project is to develop the Triangle site into an attractive street scape which promotes a safe, comfortable, and desirable place to live, work, and shop. Additionally, it is hoped that the new neighborhood created will spur further growth and development in surrounding neighborhoods. To achieve these goals, the neighborhood will need building and site amenities with architectural features and patterns that provide visual interest on the pedestrian level.

2. Design

Buildings and site amenities shall be designed to exemplify the best of contemporary design based upon time tested techniques. The idea is to learn from the past not to copy the past. Building massing should be simple compositions with a sensible hierarchy of forms. Detail and scale should be used in conjunction with massing to create visual interest. Architectural embellishments are not discouraged, however, they shall be carefully considered and used to enhance the form and function of a building. Gratuitous decoration applied to buildings is strongly discouraged and is adequate grounds for the Architectural Design Review Committee (ADRC) to disapprove a design. Buildings shall not exceed three stories in height or 25' without ADRC and City approval. Emphasis on form, scale, massing, context, and building to ground relationships are strongly encouraged.

3. Designer

All structures in the Triangle Project, either new, replacement, or renovation shall be designed by a licensed Idaho architect. The designer shall be fully familiar with the requirements of this standard and shall produce a design which is harmonious and compatible with the overall development.

4. Design Elements

- A. Materials: The first ten feet of all buildings shall be brick (Cooperstown, Architectural Classics by Robinson Brick Company) or as approved by the ADRC. Materials above ten feet may be brick, stucco or composite wood products. Flashing and coping may be pre-painted or painted sheet metal and/or unfinished copper.

The arrangement of different building materials shall express the specific properties of the materials, for example, heavy material such as brick should

support lighter material such as wood.

Stone may be used as a substitute for brick with prior approval of the ADRC. No faux materials are allowed except that limited use of an exterior insulation finish system as an accent may be used with prior approval of the ADRC.

- B. Colors: All exterior colors shall be approved by the ADRC. Colors may not be changed and/or modified without the approval of the ADRC.

Primary and secondary colors shall be earth tones which harmonize rather than contrast with other building materials.

- C. Roof & Gutters: Live/Work units shall have gable roofs with a minimum 4:12 pitch. Roof materials may be asphalt shingles, metal or slate on pitched roofs with colors as approved by the ADRC. Dormers are acceptable when proportioned correctly and symmetrically located. Parapet walls shall be a minimum of 36" high. Fascias, drip edges, and soffits may be finished with paint or painted sheet metal of approved colors. Rafter tails shall not be left exposed. Shed roofs are not allowed. Roofs shall have continuous gutters on the drainage edges with down spouts connected to the drainage system. Gutters shall match or harmonize with fascia and soffit colors.

Commercial buildings may use low slope roofs ($\frac{1}{2}$ " per foot or greater) with a minimum 36" parapet wall on all sides. Commercial buildings may have single ply or built up roofs when not exposed to view. All mechanical equipment shall be screened from view. Form and shapes created with a parapet are encouraged, however, the complexity and scale must be studied carefully.

- D. Storefronts & Windows: Storefronts are required on street/public sides of all buildings. Public sides are to include Live/Work units adjacent to parking or drive areas (Live/Work units are only required to have store fronts on one side). Storefronts shall be dark bronze, hunter green, or cranberry red in color. Other colors may be used if approved by the ADRC. Naturally finished or clear finished aluminum is not allowed. Storefront materials may be either wood or aluminum with the correct finish. Storefront window patterns shall emulate those as established on the Keller Office Building. Commercial Buildings with multiple street facades may reduce the amount of storefront by substituting architectural features to create visual interest, establish scale and to reduce massing as approved by the ADRC. Storefront independent glass panels shall not exceed 6 feet in height or 4 feet in width. The bottom line of storefronts shall be not lower than 24" nor higher than 36" above sidewalk grade. Storefronts shall comprise a minimum of 40% of the ground floor facade including doors and windows.

- E. Minimum Height: Commercial structures shall have a minimum parapet height of 15 feet on all public ways.
- F. Trellises, Awnings, Canopies and Belvederes: Trellises, Awnings and Canopies are considered permanent parts of the exterior and may not be removed or added to buildings without ADRC approval.

Trellises are to be used only on facades not directly adjacent to public view. Trellises may be constructed from wood or metal and painted to harmonize with surrounding structures.

Canopies may be used on commercial or Live/Work facades. Canopies may not be used for advertising. Canopies may not project over public walkways without prior approval of a right-of-way encroachment licensed by the Pocatello City Council and the ADRC. Canopies may not drain or discharge drainage onto the public way. Canopies may be constructed of any permanent material and in colors to harmonize with the facade.

Awnings may be used on commercial or Live/Work facades. Round and/or curved awnings are not allowed on first level. Awnings shall be constructed with metal frames and canvas covers. Retractable awnings are allowed. Awnings shall not be used for advertising. The location of awnings must relate to window and door openings.

Belvederes may be used on commercial buildings with materials to match or harmonize with the building facades. Roof lines should complement the building and be proportionately pleasing.

- G. Fences and Equipment Enclosures: Fences are allowed only at Live/Work units. Fences shall be constructed of brick, concrete and decorative iron. Fences between units may be solid brick to match the building with a height not to exceed 5 feet. Fences adjoining common areas shall be iron or a combination of brick and iron with the solid portion being no greater than 30 inches high and the overall fence no greater than five feet. Iron portions of fence shall be decorative wrought iron.

Equipment Enclosures - All equipment for commercial buildings located on the ground shall be surrounded by a sight obscuring enclosure. The enclosure is to be constructed of brick to match the building with a stone or concrete cap at a minimum height of 5 feet or 18" higher than the equipment whichever is higher. The enclosure gate shall be sight obscuring and built from wood and painted to harmonize with the brick.

- H. Signs: All signs shall be approved by the ADRC and by separate permit per City of Pocatello municipal code requirements.

Live/Work units shall be allowed one projecting sign with a maximum face of 18" x 24". The sign shall be surface lit (external light source) with no internal or back lit letters. Projecting signs shall be no more than ten feet and no less than 8 feet above the walkway and may not project over the public way without approval of a right-of-way encroachment licensed by the Pocatello City Council.

Commercial building signs shall have a positive visual impact and be in colors to complement the building. Back lit and/or internally lit letters are not allowed. Signs shall be flat against the building surface and shall not exceed the sign limitation as per the City of Pocatello's Sign Ordinance. Variations or exceptions need approval of both the City of Pocatello and the ADRC.

Awning signs are not allowed.

Canopy signs are not allowed.

Pole signs are not allowed.

Off-premise signs are not allowed.

Pedestal signs are not allowed.

Display windows shall not be used as a facade for advertising.

- I. Paving: Areas between the public way and the building facade shall be paved with brick pavers to match the walkway pavers or concrete to match the walkway. The paving shall be maintained at building owners' expense in a good serviceable fashion. Areas of lots designated for landscaping shall be not paved over.
- J. Lighting: Exterior lighting on all buildings shall be used to enhance and highlight architectural features and to provide a safe pedestrian environment. Live/Work units may have lighting in the patio areas but such lighting shall not extend beyond the property of origination. Exterior lighting shall use incandescent or halogen fixtures as a light source.
- K. Sheds: Sheds and out buildings are not allowed on any property.
- L. Satellite Dishes and other Building Appurtenances: Satellite Dishes and other building appurtenances shall not be allowed facing public ways and must be discretely located on the private sides of buildings.