

POCATELLO DEVELOPMENT AUTHORITY

Agenda for the meeting of

November 16, 2022 – 11:00 a.m.

Council Chambers – Pocatello City Hall

During low/medium community level designations, individuals are encouraged, but not required, to wear masks/face coverings.
During high community level designations, individuals will be required to wear masks/face coverings.

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, ROLL CALL, DISCLOSE CONFLICTS OF INTEREST, AND ACKNOWLEDGMENT OF GUESTS.**
- 2. ACTION ITEM –MEETING MINUTES.** The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners meeting held October 19, 2022.
- 3. ACTION ITEM – PDA OFFICER ELECTION-** The Board may wish to hold an election of officers.
- 4. ACTION ITEM – AMEND IRG OPA FOR BUILDING 16 AND AUTHORIZE REIMBURSEMENT NO. 3 FOR BUILDING 13–** The Board may wish to amend the IRG OPA to allow IRG to submit a partial reimbursement for the Building 16 painting of the tower only and authorize Reimbursement No. 3 for Building 13 in the amount of \$106,849.06.
- 5. ACTION ITEM - MONTHLY FINANCIAL REPORT, EXPENSES AND REIMBURSEMENTS-** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- 6. ACTION ITEM – SOUTH 5TH CORRIDOR TIF DISTRICT-** The Board may wish to discuss the possibility of a TIF District in the South 5th Corridor.
- 7. ACTION ITEM – PDA PROPERTY ON HWY 30 AND BATIST ROAD-** The Board may wish to discuss property options with an adjacent property owner.
- 8. ACTION ITEM: EXECUTIVE SESSION-** The Board may wish to go into Executive Session to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Idaho Code Section 74-206(1)(f).
- 9. 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.
- 10. NEWS FOR THE GOOD OF THE ORDER.** The board may wish to discuss news for the Good of the Order.
- 11. ADJOURN REGULAR MEETING.**

Action Item 2

POCATELLO DEVELOPMENT AUTHORITY

AGENDA 2

Meeting Minutes for October 19, 2022 at 11:00 A.M.
Council Chambers, 911 N 7th Avenue, Pocatello, Id

Agenda Item No. 1: Call to Order and Disclosure of Conflicts of Interest

Chair Villarreal called the meeting to order at approximately 11:00 a.m. No conflicts were disclosed.

Members present: Rick Cheatum, Greg Gunter, Jim Johnston, Kirk Lepchenske, Scott Turner and David Villarreal.

Members excused/unexcused: Mayor Brian Blad, Victoria Byrd (unexcused) and Terrel Tovey.

Others present: Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Development Engineer Merrill Quayle, City of Pocatello Attorney Jared Johnson, City of Pocatello Public Works Director/City Engineer Jeff Mansfield and other visitors.

Agenda Item No. 2: Approve the Minutes

The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners meetings held September 21, 2022, and the Work Session held September 28, 2022.

It was moved by **J. Johnson** and seconded by **R. Cheatum** to approve the minutes from the PDA meeting held September 21 and September 28, 2022. Those in favor were Victoria Byrd, Rick Cheatum, Greg Gunter, Jim Johnston, Kirk Lepchenske, Scott Turner and David Villarreal. Unanimous. Motion Carried.

Agenda Item 3: Fiscal Year 2022 Audit Scope and Objectives.

The Board may wish to discuss and then authorize the Chair to sign the Deaton & Company's Fiscal Year 2022 Audit Scope and Objectives letter.

Villarreal asked Sparks about the audit service fees would not exceed \$7,800.00 plus out of pocket costs. Would the out of pocket costs with the audit fees service exceed \$10,000.00? **Sparks** did not believe it would be over that amount, as D&C resides in Pocatello.

It was moved by **J. Johnston** and seconded by **S. Turner** to authorize the PDA Chair to sign the Deaton & company Fiscal year 2022 Audit Scope and Objectives letter. Those in favor were Victoria Byrd, Rick Cheatum, Greg Gunter, Jim Johnston, Kirk Lepchenske, Scott Turner and David Villarreal. Unanimous. Motion Carried.

Agenda Item 4: Monthly Financial Report, Expenses and Reimbursements.

The Board may wish to approve the monthly financial report, expenses and reimbursements.

Sparks presented the financial report, expenses and reimbursements included in the agenda packet.

It was moved by **R. Cheatum** and seconded by **J. Johnston** to approve the financial report, expenses and reimbursements as presented. Those in favor were Victoria Byrd, Rick Cheatum, Greg Gunter, Jim Johnston, Kirk Lepchenske, Scott Turner and David Villarreal. Unanimous. Motion Carried.

Agenda Item 5: 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.

Nothing to report.

Agenda Item 6: News for the Good of the Order.

The board may wish to discuss news for the Good of the Order.

Johnston asked if the PDA could help with the

McLane asked Stephanie Palagi of Pocatello Historic Downtown District to visit with the PDA about their interest in a Downtown TIF project.

Stephanie Palagi of Old Town Pocatello stated there is an interest in a Downtown TIF and a discussion ensued about possible projects to be considered. Villarreal asked to add an agenda item for further discussion on the November agenda.

Quayle provided a progress update on all the TIF District projects.

An adjacent owner of property adjacent to the land the PDA owns on the old Hoku site inquired about a land swap.

Agenda Item 9: Adjourn Regular Meeting.

With no further business, **Chair Villarreal** adjourned the meeting at 11:35 a.m.

Submitted by: _____ Approved on: _____
Aceline McCulla, Secretary



Why a strong and developing downtown area is important -

Main Street advocates are commonly asked by city governments and businesses, “Why should we invest in downtown?” In response, here are a few reasons why your downtown or neighborhood commercial district is an important and worthwhile investment in the economic health and quality of life in your community.

- **Main Street is a symbol of community economic health, local quality of life, pride, and community history.** These are all factors in industrial, commercial and professional recruitment.
- **A vital Main Street retains and creates jobs, which also means a stronger tax base.** Long-term revitalization establishes capable businesses that use public services and provide tax revenues for the community.
- **Main Street is also a good incubator for new small businesses** – the building blocks of a healthy economy. Strip centers and malls are often too expensive for new entrepreneurs.
- **A vital Main Street area reduces sprawl** by concentrating retail in one area and uses community resources wisely, such as infrastructure, tax dollars and land.
- **A healthy Main Street core protects property values** in surrounding residential neighborhoods.
- **The traditional commercial district is an ideal location for independent businesses**, which in turn:
 - Keep profits in town. Chain businesses send profits out of town.
 - Supports local families with family-owned businesses
 - Supports local community projects, such as ball teams and schools
 - Provide an extremely stable economic foundation, as opposed to a few large businesses and chains with no ties to stay in the community
- **A revitalized Main Street increases the community’s options for goods and services:** whether for basic staples, like clothing, food and professional services or less traditional function such as housing and entertainment.
- **Many Main Street districts become tourist attractions** by virtue of the character of buildings, location, selection of unique businesses, and events held there.

Source: National Main Street Program sponsored by The National Trust For Historic Preservation.

Shopping
Business
Entertainment
History
Downtown



Tax Increment funds can be used for public improvements, i.e. curb and gutter, sidewalk, parking, landscaping, street lighting, public infrastructure, and as allowed by Idaho Code, Tax increment funds can also be used to purchase property and allow for some site improvements.

From 2003 Downtown Pocatello Revitalization Plan – Scope of purpose

The elimination of environmental deficiencies in the Project Area, including, among others, inappropriate land uses, deteriorated buildings and inadequate site improvements and public improvements, including certain streets, intersections, and streetlights;

The strengthening of the economic base of the Project Area and the community by the installation of needed site improvements to stimulate new commercial expansion, employment, and economic growth.

The strengthening of the tax base by encouraging private development, thus increasing the assessed valuation of properties within the Revenue Allocation Area and the Project Area as a whole and benefiting the various taxing districts in which the Urban Renewal Area is located; and

The providing of opportunities for participation by owners and tenants in the revitalization of their properties.

2018 Greater Idaho Falls Chamber of Commerce White Paper – Urban Renewal/Tax Increment Financing:

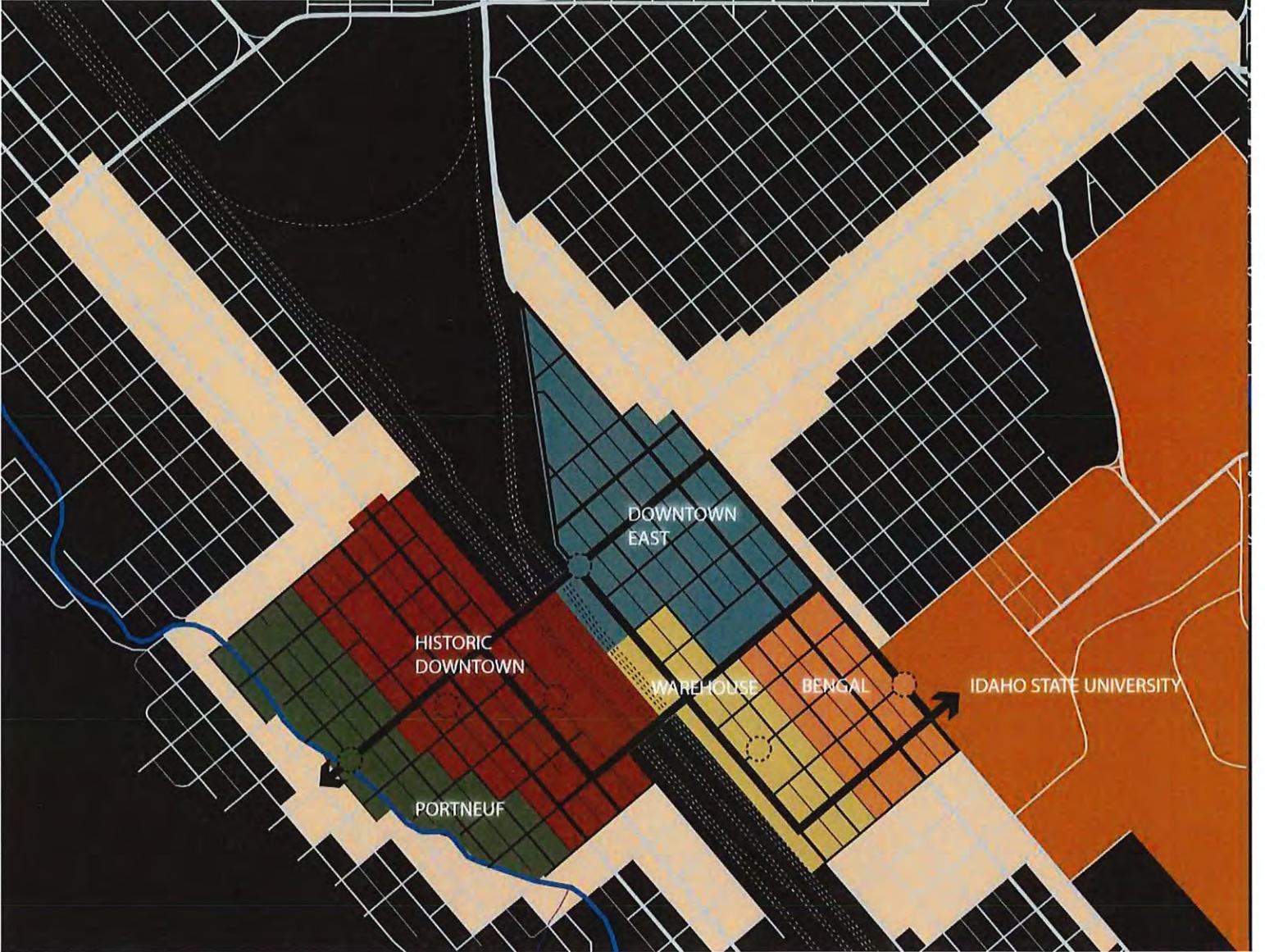
Tool for Idaho Economies Evidence shows that investment in public infrastructure through urban renewal development projects provides a significant return (ROI) to the local municipalities. The subsequent growth and development within an urban renewal district strengthens the tax base. Furthermore, urban renewal allows Idaho communities to restore public improvements in deteriorated areas. This benefits Idaho taxpayers. In Idaho Falls, urban renewal has provided a boon to the local economy. Since the creation of the city's first urban renewal district (Snake River Urban Renewal Area) in 1988, the taxable valuation of all urban renewal areas has increased by \$206,099,596.00, to say nothing of job growth, ancillary economic activity, multiplier effects, or the enhanced look and feel of the city as a whole. At least one study shows that an approximately \$18.4 million investment in streets and utilities spurred an

additional tax value of \$143,818,890, while creating a vibrant corridor along the Snake River. New motels, restaurants, and businesses have replaced salvage yards, vacant lots, open storage lots, and abandoned warehouses that once dominated the landscape between the Snake River and I-15. This investment has increased tourism significantly throughout Idaho Falls and is now a staple of the Idaho Falls economy.

The Downtown Pocatello Development Plan approved by the Pocatello City Council identifies a number of projects including:

- Expansion of parking and multi-level parking facilities
- Enhanced lighting throughout the Downtown Area
- Completion of Phase 3 & 4 from the 2003 Redevelopment Project
- Union Plaza
- Portneuf Landing
- Pedestrian Bridge at Center Street Underpass
- Downtown East Plaza
- Varsity Commons

Just to list a few.



Action Item 5

**Pocatello Development Authority
 Monthly Finance Report
 November 16, 2022
 Fiscal Year 2023**

**Expenditure Approvals:
 Checks to be ratified:**

Vendor	Check #	Amount
--------	---------	--------

Checks to be approved:

Vendor	Check #	Amount	
Elam & Burke	1461	395.00	October services
Thane Sparks	1462	1,200.00	November services
ICCU	1463	288.10	October (\$150.64) & November (\$137.46) meeting lunch
Pocatello Quinn, LLC	1464	106,849.06	Reimbursement #3

Finance Report as of November 16, 2022

	General Fund		Naval Ordinance		North Portneuf		Airport ***		Northgate		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash	1,184,890.96		919,539.62		1,552,620.80				49,288.94		3,706,340.32	
Income												
Administrative fees	69,629										69,629	0.00
Property taxes			263,050		35,999		99,926		10,609		409,584	0.00
Note payments		1,839.89									-	1,839.89
Interest income	3,508	282.80	1,614	273.72	1,866	414.06	600	34.14	33	13.14	7,621	1,017.86
Other											-	0.00
Total Income	73,137	2,122.69	264,664	273.72	37,865	414.06	100,526	34.14	10,642	13.14	486,834	2,857.75
Expense												
Administrative expense			44,719		6,120		16,987		1,804		69,630	0.00
Luncheon costs	2,000	288.10									2,000	288.10
Office expenses	300										300	0.00
Dues and memberships											-	0.00
Insurance	7,500										7,500	0.00
Training and Travel												0.00
City admin charges	9,100	5,518.38									9,100	5,518.38
Professional services	48,000	2,775.00									48,000	2,775.00
Non-capital Infrastructure	1,143,113		1,802,996	106,849.06	1,579,785		129,430		42,663		4,697,987	106,849.06
Total Expense	1,210,013	8,581.48	1,847,715	106,849.06	1,585,905	0.00	146,417	0.00	44,467	0.00	4,834,517	115,430.54

*** at the end of 10/31/2022 the airport fund had a negative cash balance of \$(14,598.27), due to the general fund

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844

Tax Id No. 82-0451327

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

OCTOBER 31, 2022

Invoice # 198912

Billing Atty - MSC

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

OCTOBER 31, 2022

Invoice # 198912

***** INVOICE SUMMARY PAGE *****

PROFESSIONAL FEES	395.00
COSTS ADVANCED	.00
TOTAL INVOICE	395.00

From: [McCulla, Aceline](mailto:McCulla_Aceline)
To: huiekaren768@gmail.com
Cc: [Thane Sparks PDA Treasurer](#)
Subject: Order for the City of Pocatello PDA
Date: Thursday, October 13, 2022 9:08:00 AM
Attachments: [RED_HOT_ROASTERS_10.12.22.pdf](#)
[image005.png](#)
[image006.png](#)

Here you go karen,
 I will call you later with the credit card payment. Call with questions. Thank you.

City of Pocatello PDA Luncheon for **October 19, 2022**

Check payable to Red Hot Roasters

208.233.0902

Deliver to: **911 N 7th Ave, City Hall Council Chambers by 10:45 a.m.**

Call Aceline to confirm price & details on mobile 406.202.6444 / office 208.234.6184

Name	Items	Qty	Each Cost	Totals
Aceline	Chicken and Blue Cheese Salad NO CROUTONS with Toasted Sesame dressing	1	\$8.49	\$8.49
Brent	The Squeak w/red potato blue cheese salad	1	\$8.99	\$8.99
Jim	The Meaty McCabe with spring mix - 1000 island dressing	1	\$9.99	\$9.99
Jeff	The Meaty McCabe with Greek pasta salad	1	\$9.99	\$9.99
Merril	The Meaty McCabe NO BELL PEPPERS W/spring mix - ranch dressing	1	\$9.99	\$9.99
Victoria	The Meaty McCabe NO BELL PEPPERS w/red potato blue cheese salad	1	\$9.99	\$9.99
Greg	Chicken Cipotle Wrap w/Lays potato chips	1	\$8.49	\$8.49
Rick	The Classic Tuna COLD, NO ONIONS w/Lays potato chips	1	\$8.99	\$8.99
Thane	Turkey Bacon Swiss w/spring mix - blue cheese dressing	1	\$9.99	\$9.99
Jared	Turkey Bacon Swiss w/Greek pasta	1	\$9.99	\$9.99
David	The Italiano w/spring mix - Italian dressing	1	\$8.99	\$8.99
Scott	Chicken Club Wrap w/Nacho Cheese Doritos	1	\$8.49	\$8.49
Kirk	The Tuscany w/red potato blue cheese salad	1	\$8.99	\$8.99
TOTAL FOOD		13		\$121.37
Gratuity 20% on food				\$24.27
Delivery Charge				\$5.00
TOTAL CHECK AMOUNT				\$150.64

All dressings on side please
 Napkins 2-3 per person please

Create a Wonderful Day!

Aceline McCulla

Aceline McCulla CAP, MEP
 Management Assistant to the Director
 Pocatello Development Authority Secretary
 City of Pocatello Planning & Development Services Department
 208.234.6184 | amcculla@pocatello.us



NOTICE: All communications transmitted within the City of Pocatello email system may be a public record and may be subject to disclosure under the Idaho Public Records Act (Idaho Code 74-101 et seq.) and as such may be copied and reproduced by members of the public.

Red Hot Roasters
 737 E CLARK ST, POCATELLO ID 83201
 Phone: 208.233.0902
 Contact: Karen
 Email: huiekaren768@gmail.com
City of Pocatello Tax Exempt ID: 82-6000244

City of Pocatello PDA Luncheon for **November 16, 2022**

Check payable to Red Hot Roasters 208.233.0902

Deliver to: **911 N 7th Ave, City Hall Council Chambers by 10:45 a.m.**

Call Aceline to confirm price & details on mobile 406.202.6444 / office 208.234.6184

Name	Items	Qty	Each Cost	Totals
1 Aceline	Chicken and Bue Cheese salad, NO CROUTONS w/toasted sesame dressing on side	1	\$ 8.49	\$ 8.49
2 Brent	Italiano w/Greek pasta	1	\$ 8.99	\$ 8.99
3 Jim	The Squeak w/Red potato blue cheese salad	1	\$ 8.99	\$ 8.99
4 Jared	The Meaty McCabe w/Greek pasta	1	\$ 9.99	\$ 9.99
5 Scott	The Big Bubba COLD w/Nacho Doritos	1	\$ 8.99	\$ 8.99
6 Kirk	The Big Bubba GRILLED w/Red potato blue cheese salad	1	\$ 8.99	\$ 8.99
7 Merrill	The Big Bubba COLD w/Nacho Doritos	1	\$ 8.99	\$ 8.99
8 Brian	The Tuscany w/Spring Mix, 1000 dressing	1	\$ 8.99	\$ 8.99
9 Greg	The Meaty McCabe w/Spring Mix, Vinaigrette dressing	1	\$ 9.99	\$ 9.99
10 Thane	The Squeak w/Greek pasta	1	\$ 8.99	\$ 8.99
11 Jeff	The Meaty McCabe NO LETTUCE w/Greek Pasta	1	\$ 9.99	\$ 9.99
12 David	The Classic Tuna on Croissant with Lays Chips	1	\$ 8.99	\$ 8.99
	TOTAL FOOD	12		\$ 110.38
	Gratuity 20% on food			\$ 22.08
	Delivery Charge			\$ 5.00
	TOTAL CHECK AMOUNT			\$ 137.46

Please cut all sandwiches in half
 All dressings on side please
 Napkins 2-3 per person please

Order emailed on November 10, 2022 and paid by CC on 11.10.22

CONFIRMATION OF AGENCY REIMBURSEMENT NO. ____

This Confirmation of Agency Reimbursement No. ____ (“Confirmation”) is entered into between the Urban Renewal Agency of the City of Pocatello, Idaho, also 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 Law and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the “Act”), and Pocatello Quinn, LLC, a Delaware limited liability company authorized to do business in the State of Idaho (hereinafter “Participant”). Collectively, Agency and Participant may be referred to as the “parties.” 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 One Hundred Six Thousand Eight Hundred Forty-Nine Dollars and ___/100 dollars (\$_____) (the “Agency Reimbursement”) for the [identify Agency Funded Public Improvements subject to reimbursement in this Confirmation]. All capitalized terms not otherwise set forth herein shall have those meanings set forth in the OPA.

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date, 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 total Agency Reimbursement.

If the Agency Reimbursement is not fully funded by December 31, 2030, or the date upon with the Urban Renewal Plan and Project Area terminates, whichever is earlier, 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 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, 2030, or upon termination of the Urban Renewal Plan, whichever occurs first as provided in the OPA.

3. **Limitation on Making Payments**

It is the intention of the parties that Participant shall first be paid from the existing revenue allocation proceeds, if any, collected within the Naval Ordnance Plant Urban Renewal Area Improvement Plan revenue allocation area (the "Site") pursuant to the terms and conditions set forth in the OPA. If existing revenue allocation proceeds are not sufficient to pay the Confirmation in full as of the Effective Date, the Participant shall be paid from revenue allocation proceeds received over time from the Site during the Reimbursement Term.

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 the event of a conflict between this Confirmation and the OPA, the OPA shall control.

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:

**URBAN RENEWAL AGENCY OF THE CITY OF POCA TELLO, IDAHO a/k/a
POCA TELLO DEVELOPMENT AUTHORITY**

By: _____, Chair

Date: _____

ATTEST:

By: _____, Secretary

PARTICIPANT:

POCA TELLO QUINN, LLC, a Delaware limited liability company.

By: Debra A. Farrell AUTHORIZED AGENT

Date: 11.7.22

Submit Date: 11/07/2022

AGENCY REIMBURSEMENT NO. 3

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 08/08/2022	Draw #2 09/13/2022	Draw #3 11/07/2022	Draw #4	Draw #5	Total Drawn to Date	% Drawn	Balance to Complete
Initial TIF Reimbursement Amount												
TIF Reimbursement	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06			654,667.12	39.95%	984,239.88
Subtotal	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	0.00	0.00	654,667.12	39.95%	984,239.88
Building 13 Improvements												
Windows	59,451.00			59,451.00			59,451.00			59,451.00	100.00%	0.00
Paint	41,350.00			41,350.00			41,350.00			41,350.00	100.00%	0.00
IRGRA Project Fee - 4%	4,032.04			4,032.04			4,032.04			4,032.04	100.00%	0.00
IRGRA General Conditions - 2%	2,016.02			2,016.02			2,016.02			2,016.02	100.00%	0.00
Building 13 Totals	106,849.06			106,849.06			106,849.06			106,849.06	100.00%	0.00
Building 16 Improvements												
Façade	65,000.00	126,300.80	0.00	191,300.80						0.00	0.00%	191,300.80
Windows	149,760.00			149,760.00						0.00	0.00%	149,760.00
Paint	142,475.00			142,475.00						0.00	0.00%	142,475.00
GC General Conditions	55,650.25	22,420.46	0.00	78,070.71						0.00	0.00%	78,070.71
IRGRA Project Fee - 4%	16,515.41	4,078.30	0.00	20,593.71						0.00	0.00%	20,593.71
IRGRA General Conditions - 2%	8,257.71	2,039.16	0.00	10,296.87						0.00	0.00%	10,296.87
Building 16 Totals	437,658.37	154,838.72	0.00	592,497.09						0.00	0.00%	592,497.09
Building 36 Improvements												
Façade	45,000.00	(43,800.00)		1,200.00	1,200.00					1,200.00	100.00%	0.00
Paint	118,844.00			118,844.00	118,844.00					118,844.00	100.00%	0.00
GC General Conditions	55,648.25	(2,963.75)		52,684.50	52,684.50					52,684.50	100.00%	0.00
IRGRA Project Fee - 4%	8,779.69			8,779.69	8,779.69					8,779.69	100.00%	0.00
IRGRA General Conditions - 2%	4,389.84			4,389.84	4,389.84					4,389.84	100.00%	0.00
Building 36 Totals	232,661.78	(46,763.75)	0.00	185,898.03	185,898.03					185,898.03	100.00%	0.00
Building 37 Improvements												
Façade	45,000.00	(43,800.00)	0.00	1,200.00		1,200.00				1,200.00	100.00%	0.00
Paint	125,804.00	1,840.00	0.00	127,644.00		127,644.00				127,644.00	100.00%	0.00
GC General Conditions	55,648.25	(5,378.75)	0.00	50,269.50		50,269.50				50,269.50	100.00%	0.00
IRGRA Project Fee - 4%	9,058.09	(1,893.55)	0.00	7,164.54		7,164.54				7,164.54	100.00%	0.00
IRGRA General Conditions - 2%	4,529.05	(946.78)	0.00	3,582.27		3,582.27				3,582.27	100.00%	0.00
Building 37 Totals	240,039.39	(50,179.08)	0.00	189,860.31		189,860.31				189,860.31	100.00%	0.00
Building 38 Improvements												
Façade	45,000.00	(38,700.80)	0.00	6,299.20		6,299.20				6,299.20	100.00%	0.00
Paint	116,291.00			116,291.00		116,291.00				116,291.00	100.00%	0.00
GC General Conditions	55,648.25	(15,917.96)	0.00	39,730.29		39,730.29				39,730.29	100.00%	0.00

Submit Date: 11/07/2022

AGENCY REIMBURSEMENT NO. 3

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 08/08/2022	Draw #2 09/13/2022	Draw #3 11/07/2022	Draw #4	Draw #5	Total Drawn to Date	% Drawn	Balance to Complete
IRGRA Project Fee - 4%	8,677.57	(2,184.75)	0.00	6,492.82		6,492.82				6,492.82	100.00%	0.00
IRGRA General Conditions - 2%	4,338.79	(1,092.38)	0.00	3,246.41		3,246.41				3,246.41	100.00%	0.00
Building 38 Totals	229,955.61	(57,895.89)	0.00	172,059.72		172,059.72				172,059.72	100.00%	0.00
Project Contingency	391,742.80			391,742.80						0.00	0.00%	391,742.80
Subtotal	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	0.00	0.00	654,667.12	39.95%	984,239.89
Total Budget	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	0.00	0.00	654,667.12	39.95%	984,239.88
SOURCES												
TIF Reimbursement	1,638,907.00			1,638,907.00	185,898.03	361,920.03	106,849.06	0.00	0.00	654,667.12	39.95%	984,239.88
Total Funds	1,638,907.00	0.00	0.00	1,638,907.00	185,898.03	361,920.03	106,849.06	0.00	0.00	654,667.12	39.95%	984,239.88
Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

IRG Realty Advisors (IRGRA1)
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 44286

(330) 659-4060



08/16/2022

Account Number

Pocatello Quinn, LLC

P02880

MAKE CHECKS PAYABLE TO: IRG Realty Advisors

BALANCE DUE 22,322.66

Date	Code	Description	Amount
08/16/2022	CONSTR-BI	Tiff Painting Project Capital Control Number: 2021-2880-03	\$14,881.77
08/16/2022	GENERAL COND	Tiff Painting Project Capital Control Number: 2021-2880-03	\$7,440.89

08/16/2022

Account Number

Please send this portion of the statement with
 your remittance

INVOICE #: 126784

P02880

Pocatello Quinn, LLC

IRG Realty Advisors LLC
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 33286

Current	30	60	90	120	BALANCE DUE
\$22,322.66	\$0.00	\$0.00	\$0.00	\$0.00	\$22,322.66

IRG Realty Advisors (IRGRA1)
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 44286

(330) 659-4060



10/15/2022

Account Number

Pocatello Quinn, LLC

P02880

MAKE CHECKS PAYABLE TO: IRG Realty Advisors

BALANCE DUE 5,472.60

Date	Code	Description	Amount
10/15/2022	CONSTR-BI	TIF Painting Project Capital Control No.: 2021-2880-03	\$3,648.40
10/15/2022	GENERAL COND	TIF Painting Project Capital Control No.: 2021-2880-03	\$1,824.20

10/15/2022

Account Number

Please send this portion of the statement with
 your remittance

INVOICE #: 129195
 Pocatello Quinn, LLC

P02880

IRG Realty Advisors LLC
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 33286

Current	30	60	90	120	BALANCE DUE
\$35,368.78	\$9,001.75	\$0.00	\$0.00	\$0.00	\$44,370.53

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Building 13 Improvements
 Job Cost No. 2021-2880-2

APPLICATION #: 1
 PERIOD TO: 07/30/22
 PROJECT NOS:

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Partneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:
 N/C

CONTRACT DATE: 06/30/22

CONTRACT FOR: Building 13 Improvements

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-----	\$	<u>100,801.00</u>
2. Net change by Change Orders-----	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	<u>100,801.00</u>
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		<u>20,000.00</u>
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	<u>2,000.00</u>
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	<u>0.00</u>
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet-----	\$	<u>2,000.00</u>
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	<u>18,000.00</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	<u>0.00</u>
8. CURRENT PAYMENT DUE-----	\$	<u>18,000.00</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>82,801.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

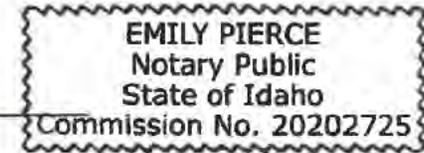
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By: Johansen LLC John Johansen Date: 7/29/22

State of: Idaho
 County of: Bannock

Subscribed and sworn to before me this 29th day of July, 2022



Notary Public: Emily Pierce
 My Commission expires: 7/29/2024

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED ----- \$

(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 conform to the amount certified.)

ARCHITECT:

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 any rights of the Owner of Contractor under this Contract.

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho

COUNTY OF Bannock

Whereas, Johansen, LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as TIF Painting + Windows Building B (Project), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of Eighteen thousand (\$18,000.00) ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of 7/29/22 ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of _____ (\$ _____) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

Given under hand and seal this 29 day of July 20 22.

CONTRACTOR:

Schansen LLC
a(n) _____

Signed: _____

By: John Schansen

Title: owner

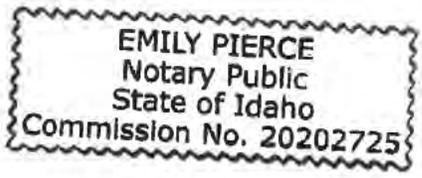
(SEAL)

SUBSCRIBED AND SWORN TO before me this 29 day of July 20 22.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 7/29/2026

Emily Pierce
Signature of Notary Public



SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 13** ("Project") which is located in **Bannock County** at **669 West Quinn Road in Pocatello, Idaho 83202** referred to as the ("Property"), and is owned by **Pocatello Quinn, LLC** ("Owner").

PARTIAL WAIVER: Upon the receipt of the sum of \$ 18,000⁰⁰ ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the ("Current Date") 10/28/22 and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

Given under hand and seal this 28th day of October 20 22.

SUBCONTRACTOR:

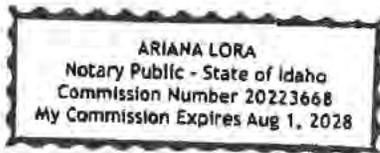
Big Bear Home Repair Inc.

Signed: [Signature]

By: Chad Bearup

Title: President

(SEAL)



SUBSCRIBED AND SWORN TO before me the 28th day of October 20 22.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: Aug 1, 2028

[Signature]
Signature of Notary Public

Cleared Check Image

Payer: Pocatello Quinn, LLC

Payee: Johansen LLC

Payment ID: 591

AvidPay Check Number: 0133092384

Amount: \$18000.00

Cleared Date: 08/31/2022

Check Front:

FOR SECURITY PURPOSES, THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK

Please post payment for:
 Pocatello Quinn, LLC
 IRG Realty Advisors, LLC
 Payment ID: 591
 Payment delivered by AvidPay Bill Payment

AvidXchange, Inc.
 PO BOX 36250
 CHARLOTTE, NC 28236
 704-808-7891

CHECK NO. **0133092384**
 KeyBank National Association 6-103/410

DATE	AMOUNT
08/18/2022	\$*****18,000.00

MEMO Please review check stub for payment application

PAY **Eighteen Thousand And 0/100 Dollars**

VOID AFTER 90 DAYS

TO THE ORDER OF **JOHANSEN LLC**
 8173 W PORTNEUF RD
 POCATELLO, ID 83204-7339

16742

[Signature]
 AUTHORIZED SIGNATURE

THIS CHECK HAS A BLUE BACKGROUND - BORDER CONTAINS ARTIFICIAL WATERMARK

Check Back:

THIS CHECK IS VOID WITHOUT A BLUE BACKGROUND - BORDER CONTAINS AN ARTIFICIAL WATERMARK

THIS CHECK ALSO CONTAINS THE FOLLOWING SECURITY FEATURES

1. MICRO PRINTING on border on face and back. Under magnification LOOK FOR - PRESIDENT CHECK
2. Face of check has a COLOR PRINTED BACKGROUND.
3. SIGNATURE AREA on face has a very fine background.
4. HOLD PAPER AT ANGLE TO VIEW ARTIFICIAL WATERMARK.
5. Other Security Features are present.

THIS CHECK CONTAINS MICRO PRINTING AND MAY BE SEEN UNDER MAGNIFICATION - LOOK FOR - PRESIDENT CHECK ON SIDE BELOW - RESERVED FOR FINANCIAL INSTITUTION USE

[Signature]
 Johansen LLC

Associated Invoices:

Invoice No.	Invoice Date	Description	Gross	Discount	Net Amount Paid
1	07/30/2022	Bldg 13	\$18000.00	\$0.00	\$18000.00

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
 Pocatello Quinn, LLC
 C/O IRG Realty Advisors, LLC
 4020 Kinross Lakes Parkway, Suite 200
 Richfield, Ohio 44286

PROJECT:
 TIF Painting and Windows
 Building 13 Improvements
 Job Cost No. 2021-2880-2

APPLICATION #: 2
 PERIOD TO: 08/26/22
 PROJECT NOS:

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

FROM CONTRACTOR:
 Johansen, LLC
 8173 W. Partneuf Road
 Pocatello, Idaho 83204

VIA ARCHITECT:
 N/C

CONTRACT DATE: 06/30/22

CONTRACT FOR: Building 13 Improvements

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 \$ 100,801.00
 2. Net change by Change Orders \$ 0.00
 3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 100,801.00
 4. TOTAL COMPLETED & STORED TO DATE \$ 100,801.00
 (Column G on Continuation Sheet)
 5. RETAINAGE:
 a. 0.0% of Completed Work \$ 0.00
 (Columns D+E on Continuation Sheet)
 b. 10.0% of Stored Material \$ 0.00
 (Column F on Continuation Sheet)
 Total Retainage (Line 5a + 5b or
 Total in Column 1 of Continuation Sheet \$ 0.00
 6. TOTAL EARNED LESS RETAINAGE \$ 100,801.00
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
 (Line 6 from prior Certificate) \$ 18,000.00
 8. CURRENT PAYMENT DUE \$ 82,801.00
 9. BALANCE TO FINISH, INCLUDING RETAINAGE
 (Line 3 less Line 6) \$ 0.00

The undersigned Contractor 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 for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: Johansen LLC Tom Johansen Date: Sept 6-22

State of: Idaho
 County of: Bannock

Subscribed and sworn to before me this 6 day of September 2022

SARAH HIBBERT
 Notary Public
 State of Idaho
 Commission No. 20215618

Notary Public: Jam Hubbs
 My Commission expires: 11/19/2027

CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$

(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 conform to the amount certified.)

ARCHITECT:

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 any rights of the Owner of Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	
Total approved this Month	\$0.00	
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION
 PROJECT:
 TIF Painting and Windows
 Building 13 Improvements

APPLICATION NUMBER: 2
 APPLICATION DATE: 08/26/22
 PERIOD TO: 08/26/22
 ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D + E Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)		H Balance To Finish (C - G)	I Retainage
			D From Previous Application (D + E)	E This Period		% (G/C)			
1	Windows (0880)	59,451.00	0.00	59,451.00		59,451.00	100%	0.00	0.00
2	Exterior Painting (12000)	41,350.00	20,000.00	21,350.00		41,350.00	100%	0.00	0.00
3		0.00	0.00	0.00			0%	0.00	
4		0.00	0.00	0.00					
5		0.00	0.00	0.00					
6		0.00	0.00	0.00					
7		0.00	0.00	0.00					
8		0.00	0.00	0.00					
9		0.00	0.00	0.00					
10		0.00	0.00	0.00					
11		0.00	0.00	0.00					
12		0.00	0.00	0.00					
13		0.00	0.00	0.00					
14									
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		100,801.00	20,000.00	80,801.00	0.00	100,801.00	100%	0.00	0.00

CONTRACTOR WAIVER AND RELEASE OF LIEN

STATE OF Idaho

COUNTY OF Bannock

Whereas, Johansen LLC ("Contractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order for the project known as TIF Painting+Windows Bldg-13 (Project"), which is located at 669 West Quinn Road in Pocatello, Idaho 83202 referred to as the ("Property"), and is owned by Pocatello Quinn, LLC ("Owner").

Please Check the Applicable Waiver:

PARTIAL WAIVER: Upon receipt of the sum of _____ (\$ _____) ("Current Payment"), the Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the date of _____ ("Current Date") and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. Further, the Contractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, subcontractors and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

FINAL WAIVER: Contractor acknowledges its receipt of Eighty two thousand eight hundred & 12/100 (\$ 82,801.00) as full and final payment for all work, materials, equipment, services, and/or labor furnished for the Project ("Final Payment"). The Contractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Property, and the Project or any right against any labor and/or material payment bond it has or may have. Further, the Contractor covenants and agrees to apply sums received as the Final Payment first, and in no event later than 15 days after the receipt of the Final Payment, to pay all employees, laborers, material men, subcontractors and sub-consultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Final Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Contractor's work on the Project. The Contractor acknowledges that this Final Waiver and Release was given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

UNCONDITIONAL WAIVER: The Contractor further represents that all employees, laborers, material men, subcontractors and sub-consultants employed by the Contractor in connection with the Project and all bills previously paid by Owner for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Contractor in connection with the execution of the Contractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Contractor to such parties. The Contractor further waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Contractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Contractor. The Contractor further agrees to indemnify, defend and hold harmless the Owner, Project, and the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

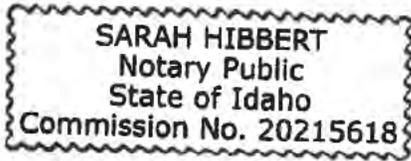
The undersigned executing this Waiver and Release of Lien hereby represents and warrants that he/she has full power and authority to bind the Contractor to the terms hereof.

Given under hand and seal this 6 day of September 20 22.

CONTRACTOR:

Johansen LLC
a(n) _____

(SEAL)



Signed: Tom Johansen

By: Tom Johansen

Title: Owner

SUBSCRIBED AND SWORN TO before me this 6 day of Sept 20 22.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: 11/19/2027

Sarah Hibbert
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 13** ("Project") which is located in **Bannock County** at **669 West Quinn Road in Pocatello, Idaho 83202** referred to as the ("Property"), and is owned by **Pocatello Quinn, LLC** ("Owner").

FINAL WAIVER: Upon the receipt of the sum of \$ 41,451.⁰⁰ ("Current Payment"), the Subcontractor waives and releases any and all liens or claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have through the ("Current Date") 10/28/22 and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. Further, the Subcontractor covenants and agrees to apply sums received as the Current Payment first, and in no event later than 15 days after the receipt of the Current Payment, to pay all employees, laborers, materialmen, and subconsultants employed by the undersigned in connection with the Project and all bills or indebtedness incurred through the Current Date for materials, equipment, services, and/or labor and taxes, furnished by such parties to the undersigned in connection with the execution of the Subcontractor's work on the Project. The Subcontractor acknowledges that this Waiver and Release is given to induce the payment recited above, and that this Waiver and Release is in substantial conformance with the requirements of applicable law.

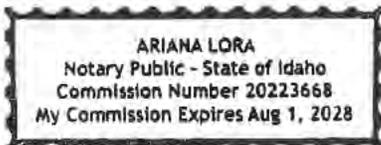
Given under hand and seal this 28th day of October 2022.

SUBCONTRACTOR:

Big Bear Home Repair Inc

Signed: [Signature]

(SEAL)



By: Chad Bearup

Title: President

SUBSCRIBED AND SWORN TO before me the 28th day of October 2022.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: Aug 1, 2028

[Signature]
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

BIG BEAR HOME REPAIR INC. ("Subcontractor") who has furnished certain materials, equipment, services, and/or labor pursuant to a contract agreement or purchase order with **JOHANSEN LLC**, ("General Contractor") for the project known as **TIF PAINTING & WINDOWS BLDG 13** ("Project") which is located in **Bannock County at 669 West Quinn Road in Pocatello, Idaho 83202** referred to as the ("Property"), and is owned by **Pocatello Quinn, LLC** ("Owner").

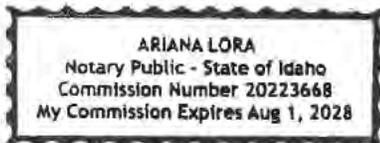
UNCONDITIONAL WAIVER: The Subcontractor represents that all employees, laborers, material men, and sub-consultants employed by the Subcontractor in connection with the Project and all bills previously paid by General Contractor for materials, equipment, services and/or labor, and taxes, furnished by such parties to the Subcontractor in connection with the execution of the Subcontractor's work on the Project, have been fully paid and that no obligation, legal, equitable or otherwise, are owed by the Subcontractor to such parties. The Subcontractor further waives and releases any and all liens or claims of liens and all claims of liens and all claims, demands, actions, causes of action or other rights against the General Contractor, Owner, Project, and the Property or any right against any labor and/or material payment bond it has or may have in connection with such previously paid amounts, and reserving those rights and liens that the Subcontractor might have in any retainage on account of materials, equipment, services and/or labor furnished by the undersigned to or on account of the Subcontractor. The Subcontractor further agrees to indemnify, defend and hold harmless the General Contractor, Owner, Project, and the the Property for and against any and all liabilities, losses, costs, expenses and fees, including reasonable attorney's fees and court costs by reason of claims or liens for any labor, materials or services furnished for the Project in violation of this waiver and release of lien.

Given under hand and seal this 28th day of October 2022.

SUBCONTRACTOR: Big Bear Home Repair Inc.

Signed: 

(SEAL)



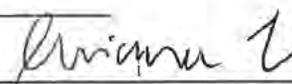
By: Chad Benrup

Title: President

SUBSCRIBED AND SWORN TO before me the 28th day of October 2022.

This is a jurat. An oath or affirmation was administered to the signer with regard to the notarial act.

My Commission Expires: Aug. 1, 2028


Signature of Notary Public

INVOICE # 2

VIEW Header

Header

1 of 4

70%

Const. Mgr
Architect
Contractor

INVOICE #
INVOICE TOTAL
MATCH POLICY
MATCH STATUS
INVOICE DATE 08/30/2022
INVOICE POSTING DATE 08/30/2022
INVOICE DUE DATE 09/29/2022
SUPPLIER **Johansen LLC (JOHANS)**
5172 West Parkwood Rd
Pocahontas, MO 65270

LUK and Nancy Johnson, LLC
4020 Kinross Lakes Parkway, Suite 200
Bethesda, Ohio 44205
FROM CONTRACTOR:
Johansen, LLC
5172 W. Parkwood Road
Pocahontas, MO 65270
CONTRACT FOR: Building 15 @ 20000000

MAINTENANCE
Job Cost No. 2021-2805-2
VIA ARCHITECT
M/C

CONTRACT DATE: 08/30/22

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	\$	100,801.00
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Lines 1 + 2)	\$	100,801.00
4. TOTAL COMPLETED & STORED TO DATE (Column D on Continuation Sheet)	\$	100,801.00
5. RETAINAGE:		
a. 0% of Completed Work (Column D+E on Continuation Sheet)	\$	0.00
b. 10.0% of Stored Material (Column F on Continuation Sheet) Total Retainage (Line 5a + 5b) Total in Column 5 of Continuation Sheet	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	100,801.00
7. LESS PREVIOUS CERTIFICATE FOR PAYMENT (Line 6 from prior Certificate)	\$	18,000.00
8. CURRENT PAYMENT DUE	\$	82,801.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3, less Line 8)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by the Application for Payment has been completed in accordance with the Contract Documents. That all amounts hereon paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and all other payments shown therein are due.

CONTRACTOR:
By *Johansen LLC Tom Johnson* Date *Sept 6-22*
Site of: *Idaho*
County of: *Bannock*
Subscribed and sworn to before me this *6* day of *September*
Notary Public: *Jam Hobbie*
My Commission Expires: *11/12/2022*

SARAH HIBBERT
Notary Public
State of Idaho
Commission No. 20215618

CERTIFICATE FOR PAYMENT
In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed to and beyond the quality of the Work as is evidenced by the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$
Amount represents Payment certified after the amount required for initial all items on this application and

- Distributions
- Line Items
- Attachments
- Comments
- Workflow
- History
- Payments

Payments

Drag a column header and drop it here to group by that column

Acct	AvidPay Check # / e-Pay	Source	Payment Date	Cleared D.	Last Sync Date	Remit Type	Payment Status	Amount
673		AvidSync	10/13/2022		11/3/2022 3:01 PM	Check	Cleared	82,801.00
								Total: 82,801.00

Action Item 6