

POCATELLO DEVELOPMENT AUTHORITY
Agenda for the meeting of
December 20, 2023 – 11:00 a.m.
Council Chambers – Pocatello City Hall
Iwamizawa Conference Room for Executive Session

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: 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).
- 3. Action Item: Meeting Minutes.** The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes held November 15, 2023, and approve the minutes as written.
- 4. Action Item: Pocatello Quinn LLC-IRG Second OPA Reimbursement Request No. 1.** The Board may wish to authorize payment of Pocatello Quinn LLC-IRG's reimbursement request no.1 on the OPA 2 for phase two public improvements to Building 12 in the amount of \$166,066.00, documents included with agenda item 4. Partial payment of \$57,000.00 will be paid from available funds, and the balance of \$109,066.00 will be paid upon receipt of future Bannock County TIF Remittances to the NOP District.
- 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: Doran Lambson will present the PDA Audit Report for Fiscal Year 2023 (FY23).** The Board will hear the update on the PDA Audit Report for FY23 by Doran Lambson.
- 7. Action Item: Update on the Professional Services for Eligibility and Economic Feasibility Study.** The Board may wish to hear an update by SB Friedman on the Professional Services for Eligibility and Economic Feasibility Study.
- 8. 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.
- 9. News for the Good of the Order.** The board may wish to discuss news for the Good of the Order.
- 10. Adjourn Meeting.**

Action Item 3

POCATELLO DEVELOPMENT AUTHORITY
Meeting Minutes for November 15, 2023 at 11:00 A.M.
Council Chambers, 911 N 7th Avenue, Pocatello, Id

AGENDA 2

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: Greg Gunter, Jeff Hough, Kirk Lepchenske, Scott Turner and David Villarreal.

Members excused/unexcused: Mayor Brian Blad, Rick Cheatum, Jim Johnston, and Nathan Richardson UE.

Others present: Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Development Engineer Merrill Quayle, City of Pocatello PW 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 Board of Commissioners' regular and executive session meeting minutes held October 18, 2023, and to approve the minutes as written.

It was moved by **G. Gunter** and seconded by **S. Turner** to approve the minutes as written from the Board of Commissioners' regular and executive session meetings held October 18, 2023. Those in favor: Greg Gunter, Jeff Hough, Kirk Lepchenske, Scott Turner, and David Villarreal. Unanimous. Motion Carried.

Agenda Item 3: Monthly Financial Report, Expenses, and Reimbursements.

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

Gunter asked if the Airport Professional Services were attributed to legal charges. **McLane** stated yes, pertaining to the Executive Session discussions.

It was moved by **K. Lepchenske** and seconded by **S. Turner** to approve the monthly financial report, expenses and reimbursements as presented. Those in favor: Greg Gunter, Jeff Hough, Kirk Lepchenske, Nathan Richardson, Scott Turner, and David Villarreal. Unanimous. Motion Carried.

Agenda Item 4: 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.

There was no discussion.

Agenda Item 5: News for the Good of the Order.

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

Gunter asked when the Zoom kick off meeting would be with SB Friedman. **McLane** stated he has a meeting with them on November 20 to discuss this with them.

Agenda Item 6: Adjourn Regular Meeting.

With no further business, **Villarreal** adjourned the meeting at 11:05 a.m.

Submitted by:

Aceline McCulla, Secretary

Approved on: *December 20, 2023*

Action Item 5

Pocatello Development Authority
Monthly Finance Report
December 20, 2023
Fiscal Year 2023

Expenditure Approvals:

Checks to be ratified:

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

Checks to be approved:

Vendor	Check #	Amount	Board Approval
ICCU VISA	dbt23-12	346.58	Texas Roadhouse (285.68), Walmart (41.85), Costco (19.05)
Thane Sparks	2005	1,500.00	December services
Elam & Burke	2006	27,488.30	Oct Invoices (205116, 205117, 205118) Nov Invoices (205641,205577)
Pocatello Quinn, LLC	2007	57,000.00	OPA-2 Reimbursement No. 1 partial payment
Aceline McCulla	2008	75.00	luncheon - cake reimbursement
Deaton & Company	2009	7,800.00	FY2023 annual audit

Cash Balances as of December 20, 2023

	General Fund		Naval Ordinance		North Portneuf		Airport		Northgate		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash	1,096,261.93		392.15		1,674,043.64		6,548.06		384,092.19		3,161,337.97	
Income												
Administrative fees	75,100										75,100	0.00
Property taxes	14,400		124,000		103,000		83,800		295,000		620,200	0.00
Note payments		1,839.89									-	1,839.89
Interest income	21,960	25,890.04	200		32,960		200		6,900		62,220	25,890.04
Other											-	0.00
Total Income	111,460	27,729.93	124,200	0.00	135,960	0.00	84,000	0.00	301,900	0.00	757,520	27,729.93
Expense												
Administrative expense			18,200		15,500		17,700		15,500		66,900	0.00
Luncheon costs	2,100	591.92									2,100	591.92
Office expenses	500	274.99									500	274.99
Dues and memberships											-	0.00
Insurance	8,500										8,500	0.00
Training and Travel												0.00
City admin charges	16,000	7,717.01									16,000	7,717.01
Professional services	130,000	15,822.00					15,000	45,615.88			145,000	61,437.88
Economic Development Grants												0.00
Non-capital Infrastructure	1,052,360		166,000	57,000.00	1,768,460		62,100		633,300		3,682,220	57,000.00
Total Expense	1,209,460	24,405.92	184,200	57,000.00	1,783,960	0.00	94,800	45,615.88	648,800	0.00	3,921,220	127,021.80

INVOICE

3003**TEXAS ROADHOUSE**

LEGENDARY FOOD & LEGENDARY SERVICE THROUGH LEGENDARY PEOPLE!

560 Bullock dr.
 Pocatello, ID 83202
 PHONE (208) 238-7427 FAX (208) 238-7430
store_pocatelloid@texasroadhouse.com

BILL TO:

NAME City of Pocatello - Pocatello Development Authority
ADDRESS 911 N 7th Avenue
CITY Pocatello **Id** Id **ZIP** 83201
PHONE Office 208.234.6184 Mobile 406.202.6444

DATE	CONTACT	EVENT	P.O. NUMBER	Full Service	TERMS
12/20/2023	Aceline McCulla	PDA Lunch		Yes	Due on Receipt

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	BBQ Chicken Platter	\$ 65.99	\$ 65.99
4.5	Lbs Pulled Pork	\$ 11.99	\$ 53.96
0.5	Mashed Potatoes (Cheese and Bacon)	\$ 39.99	\$ 20.00
0.5	House Salad (Ranch)	\$ 22.99	\$ 11.50
0.5	Corn	\$ 29.99	\$ 15.00
0.5	Green Beans	\$ 29.99	\$ 15.00
3	DZ Rolls with HC butter	\$ 4.99	\$ 14.97
	Tax Exempt #:82-6000244		\$ -
SUBTOTAL			\$ 196.40
GRATUITY 20.00%			\$ 39.28
Service Fee			\$ 50.00
TOTAL			\$ 285.67

THANK YOU FOR YOUR BUSINESS!

TRH will bring linen for tables, warmers, and serving items, plates, plastic utensil sets.

Set up time: 10:30 a.m. to 11:30 a.m.

Lunch ready to serve by 11:30 a.m.

Breakdown 1:00 p.m. to 1:30 p.m., or when Board members are finished eating the TRH food.

PDA will supply two 30" x 8' tables for food service

PDA will provide beverages, dessert, beverage cups, and dessert plates and napkins.

Give us feedback @ survey.walmart.com
Thank you! ID #:7SL78LPLPYM



208-237-5090 Mgr: TODD
4240 YELLOWSTONE AVE
CHUBBUCK ID 83202
ST# 01995 OP# 000396 TE# 92 TR# 01278
ITEMS SOLD 17
TC# 3748 8188 6752 6253 8775



WHT RLD FNDT	007089604033	F	8.68	0
REY HD 37.5	001090000024		4.78	0
CAKE BOX	694312734876		1.97	0
CAKE BOARD	694312734908		4.48	0
SMALL PLATE	003993898934		2.98	0
RND TC	001117988780		0.97	0
LARGE NAPKIN	003993898937		2.98	0
CUTLERY	007874211676		3.94	0
CAORNGCRM1L	007874212810	F	0.76	0
PLASTIC CUP	084026674133		3.28	0
CAORNGCRM1L	007874212810	F	0.76	0
SC CA PEACH	007874220622	F	0.76	0
SC CA BK CHR	007874220625	F	0.76	0
1LCLRTANGMAN	007874229532	F	0.76	0
1LCLRTANGMAN	007874229532	F	0.76	0
SC CA BK CHR	007874220625	F	0.76	0
3CT RED TC	001117999553		2.47	0
			SUBTOTAL	41.85

VOIDED BANKCARD TRANSACTION
VISA CREDIT **** * 9086 I 3
AID A000000031010
TERMINAL # SC011156

CUSTOMER CANCELLED BANKCARD
11/17/23 12:43:16
TOTAL 41.85
VISA TEND 41.85

VISA CREDIT **** * 0272 I 0
APPROVAL # 011626
REF # 1042000314
TRANS ID - 383321710129914
VALIDATION - RQBV
PAYMENT SERVICE - E
AID A000000031010
AAC 2A47541AD158E382
TERMINAL # SC011156
*NO SIGNATURE REQUIRED

11/17/23 12:43:36
CHANGE DUE 0.00
Low Prices You Can Trust. Every Day.
11/17/23 12:43:52
CUSTOMER COPY



Become a member
Scan for free 30-day trial





Pocatello #1033
305 West Quinn Rd.
Pocatello, ID 83202

SELF-CHECKOUT

V5 Member	111854619394	
E	782796 ***KSWTR40PK	3.99 A
E	782796 ***KSWTR40PK	3.99 A
E	34423 COOKIES 24CT	9.99 A
	SUBTOTAL	17.97
	TAX	1.08
***	TOTAL	19.05

XXXXXXXXXXXX0272 CHIP Read
 AID: A0000000031010
 Seq# 204677 App#: 014556
 Visa Resp: APPROVED
 Tran ID#: 331900204677....

APPROVED - Purchase
 AMOUNT: \$19.05
 11/15/2023 10:28 1033 204 9 704

Visa	19.05
CHANGE	0.00

A 6.00 % TAX RATE	1.08
TOTAL TAX	1.08
TOTAL NUMBER OF ITEMS SOLD -	3
11/15/2023 10:28 1033 204 9 704	



21103320400092311151028

OP#: 704 Name: SCD

Thank You!
 Please Come Again
 Whse:1033 Trm:204 Trn:9 OP:704

Items Sold: 3
V5 11/15/2023 10:28

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



October 31, 2023

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

Invoice No. 205116
Client No. 9212
Matter No. 2
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from October 3, 2023 through October 31, 2023.

RE: Hoku Property Disposition

Total Professional Services	\$ 825.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 825.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



October 31, 2023

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

Invoice No. 205117
Client No. 9212
Matter No. 3
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from October 5, 2023 through October 31, 2023.

RE: Special Counsel General

Total Professional Services	\$ 158.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 158.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



October 31, 2023

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

Invoice No. 205118
Client No. 9212
Matter No. 5
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from October 2, 2023 through October 31, 2023.

RE: Frigitek Litigation

Total Professional Services	\$ 5,525.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 5,525.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



November 30, 2023

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

Invoice No. 205641
Client No. 9212
Matter No. 2
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from November 21, 2023 through November 30, 2023.

RE: Hoku Property Disposition

Total Professional Services	\$ 50.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 50.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



November 30, 2023

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

Invoice No. 205577
Client No. 9212
Matter No. 5
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from November 1, 2023 through November 30, 2023.

RE: Frigitek Litigation

Total Professional Services	\$ 19,675.00
Total Costs Advanced	<u>\$ 1,255.30</u>
TOTAL THIS INVOICE	\$ 20,930.30

CONFIRMATION OF AGENCY REIMBURSEMENT NO. 1

This Confirmation of Agency Reimbursement No. 1 (“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 Second Owner Participation Agreement by and between the Agency and Participant with an effective date of July 19, 2023, (the “Second OPA”), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the Second OPA and as specifically identified below, shall be One Hundred Sixty Six Thousand Sixty Six Dollars and 00/100 dollars (\$ 166,066.00) (the “Agency Reimbursement”) for the Agency Funded Public Improvements to building 12. 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 Second 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 Second 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.

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 Second 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 Second OPA are still binding on Agency and Participant as set forth in such Second OPA. In the event of a conflict between this Confirmation and the Second OPA, the Second 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 J. Harrell AUTHORIZED AGENT

Date: 12.5.23

AGENCY OPA-2 REIMBURSEMENT NO. 1

USES	Original TIF Budget	Previous Changes	Current Changes	Revised TIF Budget	Draw #1 12/4/23	Total Drawn to Date	% Drawn	Balance to Complete
Initial OPA-2 TIF Reimbursement Amount								
OPA-2 TIF Reimbursement	166,066.00			166,066.00	166,066.00	166,066.00	100.00%	0.00
Subtotal	166,066.00			166,066.00	166,066.00	166,066.00	100.00%	0.00
Building 12 Improvements								
Paint / Panel Repair	158,566.04			158,566.04	158,566.04	158,566.04	100.00%	0.00
IRGRA Project Fee - 4%	6,342.64			6,342.64	6,342.64	6,342.64	100.00%	0.00
IRGRA General Conditions - 2%	1,157.32			1,157.32	1,157.32	1,157.32	100.00%	0.00
Building 12 Totals	166,066.00			166,066.00	166,066.00	166,066.00	100.00%	0.00
Subtotal	166,066.00	0.00	0.00	166,066.00	166,066.00	166,066.00	100.00%	0.00
Total Budget	166,066.00	0.00	0.00	166,066.00	166,066.00	166,066.00	100.00%	0.00
SOURCES								
OPA-2 TIF Reimbursement	166,066.00			166,066.00	166,066.00	166,066.00	100.00%	0.00
Total Funds	166,066.00	0.00	0.00	166,066.00	166,066.00	166,066.00	100.00%	0.00
Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	0.00

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

PROJECT:
 TIF Siding Repairs & Painting Building 12
 Job Cost No: 2023-2880-07
 NXS# JOHANS-2880
 P.O. BOX 7807 Merrifield, VA 22116-7807
VIA ARCHITECT:
 N/C

APPLICATION #: 1200
PERIOD TO: 08/30/23
PROJECT NOS:
CONTRACT DATE: 07/31/23

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: TIF Siding Repairs & Painting Building 12

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 -----	\$	158,566.04
2. Net change by Change Orders -----	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	158,566.04
4. TOTAL COMPLETED & STORED TO DATE -\$		47,589.81
<small>(Column G on Continuation Sheet)</small>		
5. RETAINAGE:		
a. <u>0.0%</u> of Completed Work	\$	4,756.98
<small>(Columns D+E on Continuation Sheet)</small>		
b. <u>10.0%</u> of Stored Material	\$	0.00
<small>(Column F on Continuation Sheet)</small>		
Total Retainage (Line 5a + 5b or		
Total in Column 1 of Continuation Sheet	\$	4,756.98
6. TOTAL EARNED LESS RETAINAGE -----	\$	42,812.83
<small>(Line 4 less Line 5 Total)</small>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
<small>(Line 6 from prior Certificate)</small> -----	\$	0.00
8. CURRENT PAYMENT DUE -----	\$	42,812.83
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
<small>(Line 3 less Line 6)</small>	\$	115,753.21

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, Date: 8/14/23

State of: IDAHO
 County of: BAUDOCCK
 Subscribed and sworn to before me this 14th day of August

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

Notary Public: Sabrina Connelly
 My Commission expires: 12/16/28

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 Siding Repairs & Painting Building 12
Job Cost No: 2023-2880-07
P.O. BOX 7807
Merrifield, VA 22116-7807

Page 2 of 2 Pages
APPLICATION NUMBER: 1200
APPLICATION DATE: 08/14/23
PERIOD TO: 08/30/23
ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D 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
			From Previous Application (D + E)	This Period		% (G/C)			
1	Finishes & Furnishings -12000	158,566.04	0.00	47,569.81		47,569.81	30%	110,996.23	4,756.98
2		0.00	0.00	0.00		0.00	0%	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		158,566.04	0.00	47,569.81	0.00	47,569.81	30%	110,996.23	4,756.98

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 **2023 TIF Building 12** (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 Forty two thousand eight hundred twelve dollars & 83/100 (\$ 42,812.83) ("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 08/14/2023 ("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.

[Remainder of page intentionally left blank.]

Given under hand and seal this 14th day of August 2023.

CONTRACTOR:

Johansen LLC,
a(n) _____

(SEAL) **SABRINA CONNELLY**
Notary Public
State of Idaho
Commission # 20225855

Signed: *Tom Johansen*

By: Tom Johansen

Title: Owner

SUBSCRIBED AND SWORN TO before me this 14th day of August 2023.

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

My Commission Expires: 12/16/28

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

JIM DALEY ("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 SIDING REPAIRS & PAINTING BLDG 12** ("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 \$ 29,968.99 ("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") 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 14th day of August, 2023..

SUBCONTRACTOR:

(SEAL) SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

Signed: Jim Daley

By: Jim DALEY

Title: Jim DALEY OWNER

SUBSCRIBED AND SWORN TO before me the 14 day of August 2023.

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

My Commission Expires: 12/16/28

Sabrina Connelly
Signature of Notary Public

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

PROJECT:
 TIF Siding Repairs & Painting Building 12
 Job Cost No: 2023-2880-07
 NXS# JOHANS-2880
 P.O. BOX 7807 Merrifield, VA 22116-7807
 VIA ARCHITECT:
 N/C

APPLICATION #: 1201
 PERIOD TO: 08/30/23
 PROJECT NOS:
 CONTRACT DATE: 07/31/23

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: TIF Siding Repairs & Painting Building 12

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	\$	158,566.04
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	158,566.04
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		89,569.81
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	8,956.98
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$	8,956.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	80,612.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	42,812.83
8. CURRENT PAYMENT DUE	\$	37,800.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	77,953.21

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, Tom Johansen Date: 9/12/23
 State of: IDAHO
 County of: Bannock
 Subscribed and sworn to before me this 12TH day of September, 2023
 Notary Public: Sabrina Connelly
 My Commission expires: 12-16-28

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

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.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1201

PROJECT:

TIF Siding Repairs & Painting Building 12

APPLICATION DATE: 09/12/23

Job Cost No: 2023-2880-07

PERIOD TO: 09/30/23

P.O. BOX 7807

ARCHITECT'S PROJECT NO:

Merrifield, VA 22116-7807

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J Retainage
			From Previous Application (D + E)	This Period					
1	Finishes & Furnishings -12000	158,566.04	47,569.81	42,000.00		89,569.81	56%	68,996.23	8,956.98
2		0.00	0.00	0.00		0.00	0%	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					
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SUBTOTALS PAGE 2		158,566.04	47,569.81	42,000.00	0.00	89,569.81	56%	68,996.23	8,956.98

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 2023 TIF Building 12 (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 (Thirty seven thousand eight hundred dollars & no/100) (\$37,000.00), 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 September 12, 2023 ("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, material men, 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.

[Remainder of page intentionally left blank.]

Given under hand and seal this 12TH day of September 2023.

CONTRACTOR:

Johansen LLC
a(n) _____

(SEAL)

Signed: Tom Johansen

By: TOM JOHANSEN

Title: OWNER

SUBSCRIBED AND SWORN TO before me this 12TH day of Sept. 2023.

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

My Commission Expires: 12-16-28

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

JIM DALEY ("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 SIDING REPAIRS & PAINTING BLDG 12** ("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 \$ 28,333.33 ("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") 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 12th day of September 2023..

SUBCONTRACTOR:

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

Jim Daley

Signed: Jim Daley

By: Jim DALEY

Title: OWNER

SUBSCRIBED AND SWORN TO before me the 12 day of September 2023

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

My Commission Expires: 12-16-23

Sabrina Connelly
Signature of Notary Public

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

PROJECT:
 TIF Siding Repairs & Painting Building 12
 Job Cost No: 2023-2880-07
 NXS# JOHANS-2880
 P.O. BOX 7807 Merrifield, VA 22116-7807
VIA ARCHITECT:
 N/C

APPLICATION #: 3
PERIOD TO: 09/30/23
PROJECT NOS:
CONTRACT DATE: 07/31/23

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: TIF Siding Repairs & Painting Building 12

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	\$	158,566.04
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	158,566.04
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	139,569.81
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	13,956.98
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$	13,956.98
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	125,612.83
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	80,612.83
8. CURRENT PAYMENT DUE	\$	45,000.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 8)	\$	32,953.21

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, LLC Date: 9/29/23
 State of: IDAHO **SABRINA CONNELLY**
 County of: Bannock **Notary Public**
 State of Idaho
 Commission # 20225855
 Subscribed and sworn to before me this 29th day of September
 Notary Public: Sabrina Connelly
 My Commission expires: 12-16-28

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.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT:

TIF Siding Repairs & Painting Building 12

APPLICATION DATE: 09/29/23

Job Cost No: 2023-2880-07

PERIOD TO: 09/30/23

P.O. BOX 7807

ARCHITECT'S PROJECT NO:

Merrifield, VA 22116-7807

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Finishes & Furnishings -12000	158,566.04	89,569.81	50,000.00		139,569.81	88%	18,996.23	13,956.98
2		0.00	0.00	0.00		0.00	0%	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					
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SUBTOTALS PAGE 2		158,566.04	89,569.81	50,000.00	0.00	139,569.81	88%	18,996.23	13,956.98

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 2023 TIF Building 12 (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 (Forty five thousand dollars and no/100) (\$45,000.00), 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 September 29, 2023 ("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.

[Remainder of page intentionally left blank.]

Given under hand and seal this 29 day of September 2023.

CONTRACTOR:

Schansen LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

Signed: [Signature]

By: John Schansen

Title: Owner

SUBSCRIBED AND SWORN TO before me this 29 day of Sept. 2023.

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

My Commission Expires: 12-16-28

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

Jim Daley ("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 SIDING REPAIRS & PAINTING BLDG 12** ("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 29th day of September 2023.

SUBCONTRACTOR: Jim DALEY

(SEAL) SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

Signed: Jim Daley

By: Jim DALEY

Title: OWNER

SUBSCRIBED AND SWORN TO before me the 29th day of September 2023.

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

My Commission Expires: 12-16-28

Sabrina Connelly
Signature of Notary Public

SUBCONTRACTOR WAIVER AND RELEASE OF LIEN

JIM DALEY ("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 SIDING REPAIRS & PAINTING BLDG 12** ("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").

FINAL WAIVER: Upon the receipt of the sum of **\$1,689.68** ("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") **09/29/2023** 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 29TH day of September 2023.

SUBCONTRACTOR:

Jim DALEY

Signed: Jim Daley

By: Jim DALEY

Title: OWNER

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

SUBSCRIBED AND SWORN TO before me the 29TH day of September 2023

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

My Commission Expires: 12-16-28

Sabrina Connolly
Signature of Notary Public

APPLICATION AND CERTIFICATE FOR PAYMENT

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

PROJECT:
 TIF Siding Repairs & Painting Building 12
 Job Cost No: 2023-2880-07
 NXS# JOHANS-2880
 P.O. Box 7807 Merrifield, VA 22116-7807

APPLICATION #: 4
PERIOD TO: 10/30/23
PROJECT NOS:

CONTRACT DATE: 07/31/23

Distribution to:
 Owner
 Const. Mgr
 Architect
 Contractor

CONTRACT FOR: TIF Siding Repairs & Painting Building 12

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	\$	158,566.04
2. Net change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	158,566.04
4. TOTAL COMPLETED & STORED TO DATE		158,566.04
<small>(Column G on Continuation Sheet)</small>		
5. RETAINAGE:		
a. 0.0% of Completed Work	\$	0.00
<small>(Columns D+E on Continuation Sheet)</small>		
b. 0.0% of Stored Material	\$	0.00
<small>(Column F on Continuation Sheet)</small>		
Total Retainage (Line 5a + 5b or Total in Column 1 of Continuation Sheet)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	158,566.04
<small>(Line 4 less Line 5 Total)</small>		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
<small>(Line 6 from prior Certificate)</small>	\$	125,612.83
8. CURRENT PAYMENT DUE	\$	32,953.21
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
<small>(Line 3 less Line 6)</small>	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	\$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: 10-18-23

State of: Idaho
 County of: Bannock

SABRINA CONNELLY
 Notary Public
 State of Idaho
 Commission # 20225855

Subscribed and sworn to before me this 18TH day of October

Notary Public: Sabrina Connelly
 My Commission expires: 12/16/28

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.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER:

PROJECT:
 TIF Siding Repairs & Painting Building 12
 Job Cost No: 2023-2880-07
 P.O. Box 7807 Merrifield, VA 22116-7807

APPLICATION DATE: 10/18/23

PERIOD TO: 10/30/23

ARCHITECT'S PROJECT NO:

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Finishes & Furnishings - 12000	158,566.04	139,569.81	18,996.23	0.00	158,566.04	100%	0.00	0.00
2		0.00	0.00	0.00		0.00	0%	0.00	0.00
3		0.00	0.00	0.00		0.00	0%	0.00	0.00
4		0.00	0.00	0.00		0.00	0%	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									
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22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		158,566.04	139,569.81	18,996.23	0.00	158,566.04	100%	0.00	0.00

Given under hand and seal this 18 day of October 2023.

CONTRACTOR:

Johansen LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

Signed: Tom Johansen

By: Tom Johansen

Title: Owner

SUBSCRIBED AND SWORN TO before me this 18 day of Oct 2023.

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

My Commission Expires: 12/16/28

Sabrina Connelly
Signature of Notary Public

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 2023 TIF Building 12 (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 (_____) (\$ _____), 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.

X FINAL WAIVER: Contractor acknowledges its receipt of Thirty two thousand nine hundred fifty three dollars & 21/100

(\$32,953.21) 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.

X 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.

[Remainder of page intentionally left blank.]

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 **2023 TIF Building 12** (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 _____ (\$ _____) 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 14 day of November 2023.

CONTRACTOR:

Johansen LLC
a(n) _____

SABRINA CONNELLY
Notary Public
State of Idaho
Commission # 20225855

(SEAL)

Signed: Tom Johansen

By: Tom Johansen

Title: Owner

SUBSCRIBED AND SWORN TO before me this 14th day of Nov 2023.

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

My Commission Expires: 12/16/29

Sabrina Connelly
Signature of Notary Public

Pocatello Quinn, LLC
c/o IRG Realty Advisors, Agent
4020 Kinross Lakes Pkwy
Suite 200



Date: 8/24/2023 Check No.: 288001212 Check Amount: 84,267.03

Eighty Four Thousand Two Hundred Sixty Seven AND 03/100 Dollars

VOID IF NOT CASING WITHIN 120 DAYS WITHIN BANK OF ISSUE

PAY TO THE ORDER OF:
JOHANSEN LLC
8173 WEST PORTNEUF RD
POCATELLO, ID 83204

[Handwritten Signature]



11 Document last 11 Security Features

- Document checks are Check 21 compliant
- Photo "QR" on front when deactivated
- Patented background light only ensures attention
- Security warning is printed on front of check
- Hologram on back can be seen when check is held on an angle
- Color-ink on watermark disappears when overlaid with a coin
- Check watermark matrix is part of the watermark
- Watermark from contour, the Document name and is difficult to copy
- Anti-ghost black ink printing of the watermark
- Document name prints "QR" when deactivated
- Security Features Plus 123 tamper-resistant substrate

Presence of any of these features may indicate activation. Presence of a redaction mark at the Check Payment System Association.

Scratch box for verification number



END OF CHECK HERE

[Handwritten Signature]

DATE: 8/24/2023

DO NOT WRITE, SIGN OR STAMP BELOW THIS LINE

CHECK HERE AT / MOBILE OR REMOTE DEPOSIT



IRG Realty Advisors
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 44286
 (330) 659-4060 Ext.1526
 billing@irgra.com

Invoice Date: **08/15/2023**
 Invoice Number: **138610**
 Account Number: **P02880**
 Invoice Amount: **4,067.22**

Bill To:
 Pocatello Quinn, LLC - 2880
 NXS IRGRA1-
 C/O IRG Realty Advisors

Date	Item ID	Description	Item Amount
08/15/2023	CONSTR-BI	2023 TIF Bldg 12 Capital Control Number: 2023-2880-07	\$2,996.90
08/15/2023	GENERAL COND	2023 TIF Bldg 12 Capital Control Number: 2023-2880-07	\$1,070.32

Total Due	\$4,067.22
------------------	-------------------

Remit To:
 IRG Realty Advisors LLC
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 33286
 330-659-4060 Ext.1526

138610138610

Invoice: Paid

Pocatello Quinn LLC (2880) | IRG REALTY ADVISOR

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Notes:
 8/16/2023 Dan, progress TIFF project fee invoice. Tracked and coded. Gail M.

History Log

Date/Time	Message	Submitted By	Submitted To
08/15/2023 4:20pm	Image was scanned (pocatello quinn llc - 2880 inv 138610)	CPERKINS@IRGRA.COM	
08/15/2023 4:31pm	Image was indexed (pocatello quinn, llc 2880 inv 138610)	CPERKINS@IRGRA.COM	
08/15/2023 4:31pm	Invoice was created	CPERKINS@IRGRA.COM	
08/15/2023 4:33pm	Optional Workflow Workflow rule applied for Optional Workflow	CPERKINS@IRGRA.COM	GAIL MODZELEWSKI
08/16/2023 8:36am	Invoice	GMODZELEWSKI@IRGRA.COM	
08/16/2023 8:38am	Optional Workflow Workflow rule applied for Optional Workflow	GMODZELEWSKI@IRGRA.COM	DAN CARROCCIO
08/22/2023 6:03pm	Optional Workflow Workflow rule applied for Optional Workflow	DCARROCCIO@IRGRA.COM	
08/23/2023 7:51am	Invoice was Submitted for Payment by user.	AMULLEN@IRGRA.COM	

Invoice Forwards

Sent From	Sent To Email	Sent To
No forwards found		

Invoice Payments

Payment Num...	Date	Status	Paid By	Payment Method	Payment Amount	Applied Amount
1	08/24/2023	Paid		Check #288001210	\$4,067.22	



IRG Realty Advisors
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 44286
 (330) 659-4060 Ext.1526
 billing@irgra.com

Invoice Date: 11/02/2023
Invoice Number: 141249
Account Number: P02880
Invoice Amount: 7,828.78

Bill To:
 Pocatello Quinn, LLC - 2880
 NXS IRGRA1-
 C/O IRG Realty Advisors

Date	Item ID	Description	Item Amount
11/02/2023	CONSTR-BI	2023 TIF Bldg 12 Capital Control No.: 2023-2880-07	\$2,832.10
11/02/2023	GENERAL COND	2023 TIF Bldg 12 Capital Control No.: 2023-2880-07	\$4,996.68

Total Due	\$7,828.78
------------------	-------------------

Remit To:
 IRG Realty Advisors LLC
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 33286
 330-659-4060 Ext.1526

141249141249

Invoice: Paid

Pocatello Quinn LLC (2880) | IRG REALTY ADVISOR

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History Log

Date/Time	Message	Submitted By	Submitted To
11/03/2023 8:36am	Image was scanned (pocatello quinn, llc - 2880 inv 141249)	CPERKINS@IRGRA.COM	
11/03/2023 8:59am	Image was indexed (pocatello quinn, llc - 2880 inv 141249)	CPERKINS@IRGRA.COM	
11/03/2023 8:59am	Invoice was created	CPERKINS@IRGRA.COM	
11/03/2023 9:01am	Invoice was placed on hold by user Reason: Workflow Modification Notes: No valid workflow rule error	CPERKINS@IRGRA.COM	
11/03/2023 11:21am	Activated On Hold Invoice	CPERKINS@IRGRA.COM	
11/03/2023 11:21am	Optional Workflow Workflow rule applied for Optional Workflow	CPERKINS@IRGRA.COM	GAIL MODZELEWSKI
11/03/2023 3:36pm	Optional Workflow Workflow rule applied for Optional Workflow	GMODZELEWSKI@IRGRA.COM	DAN CARROCCIO
11/03/2023 3:36pm	Optional Workflow Workflow rule applied for Optional Workflow	GMODZELEWSKI@IRGRA.COM	
11/07/2023 8:11pm	Optional Workflow Workflow rule applied for Optional Workflow	DCARROCCIO@IRGRA.COM	
11/08/2023 7:07am	Invoice was Submitted for Payment by user.	AMULLEN@IRGRA.COM	

Invoice Forwards

Sent From	Sent To Email	Sent To
No forwards found		

Invoice Payments

Payment Num...	Date	Status	Paid ...	Payment Method	Payment Am...	Applied Am...	Amount Rema...	De...
1	11/09/2023	Paid		Check #288001308	\$8,708.78	\$7,828.78	\$0.00	



IRG Realty Advisors
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 44286
 (330) 659-4060 Ext.1526
 billing@irgra.com

Invoice Date: 11/02/2023
Invoice Number: 141249
Account Number: P02880
Invoice Amount: 7,828.78

Bill To:
 Pocatello Quinn, LLC - 2880
 NXS IRGRA1-
 C/O IRG Realty Advisors

Date	Item ID	Description	Item Amount
11/02/2023	CONSTR-BI	2023 TIF Bldg 12 Capital Control No.: 2023-2880-07	\$2,832.10
11/02/2023	GENERAL COND	2023 TIF Bldg 12 Capital Control No.: 2023-2880-07	\$4,996.68

Total Due	\$7,828.78
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Remit To:
 IRG Realty Advisors LLC
 4020 Kinross Lakes Pkwy, #200
 Richfield, OH 33286
 330-659-4060 Ext.1526

141249141249

Invoice: Paid

Pocatello Quinn LLC (2880) | IRG REALTY ADVISOR

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History Log

Date/Time	Message	Submitted By	Submitted To
11/03/2023 8:36am	Image was scanned (pocatello quinn, llc - 2880 inv 141249)	CPERKINS@IRGRA.COM	
11/03/2023 8:59am	Image was indexed (pocatello quinn, llc - 2880 inv 141249)	CPERKINS@IRGRA.COM	
11/03/2023 8:59am	Invoice was created	CPERKINS@IRGRA.COM	
11/03/2023 9:01am	Invoice was placed on hold by user Reason: Workflow Modification Notes: No valid workflow rule error	CPERKINS@IRGRA.COM	
11/03/2023 11:21am	Activated On Hold Invoice	CPERKINS@IRGRA.COM	
11/03/2023 11:21am	Optional Workflow Workflow rule applied for Optional Workflow	CPERKINS@IRGRA.COM	GAIL MODZELEWSKI
11/03/2023 3:36pm	Optional Workflow Workflow rule applied for Optional Workflow	GMODZELEWSKI@IRGRA.COM	DAN CARROCCIO
11/03/2023 3:36pm	Optional Workflow Workflow rule applied for Optional Workflow	GMODZELEWSKI@IRGRA.COM	
11/07/2023 8:11pm	Optional Workflow Workflow rule applied for Optional Workflow	DCARROCCIO@IRGRA.COM	
11/08/2023 7:07am	Invoice was Submitted for Payment by user.	AMULLEN@IRGRA.COM	

Invoice Forwards

Sent From	Sent To Email	Sent To
No forwards found		

Invoice Payments

Payment Num...	Date	Status	Paid ...	Payment Method	Payment Am...	Applied Am...	Amount Rema...	De...
1	11/09/2023	Paid		Check #288001308	\$8,708.78	\$7,828.78	\$0.00	

Aceline McCulla
904F McKinley Ave
Pocatello, ID 83201
406.202.6444

Invoice Date: December 12, 2023

Invoice #: 23-1

City of Pocatello
Pocatello Development Authority
911 N 7th Ave
Pocatello, ID 83201
Tax Exempt: 82-6000244

Delivery Date: December 20, 2023

Delivery Time: 10:45 a.m.

Delivery Location: City Hall Paradise Conference Room

Description	Qty	Cost
Yule Log Cake serves 24	1	\$75.00

Total Due Upon Receipt :

\$75.00



December 13, 2023

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

RE: Billing for Services

Professional Services Performed	Total
Audit Services	
Audit report for the year ended September 30, 2023	\$ 7,800.00
Combined total	\$ 7,800.00

Action Item 6



To the Board of Commissioners
Pocatello Development Authority

We have audited the financial statements of the governmental activities, and each major fund information of Pocatello Development Authority for the year ended September 30, 2023, and have issued our report thereon dated December 8, 2023. Professional standards require that we provide you with the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated September 25, 2023, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

Because an audit is designed to provide reasonable, but not absolute, assurance and because we did not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not have been detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we reported to you any material errors and any fraudulent financial reporting or misappropriation of assets that came to our attention. We also informed you of any violations of laws or governmental regulations that came to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, we communicated to you internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

We as auditors did not audit and are not responsible for other information in the Authority's ACFR in addition to the entity's financial statements and report. Our audit did not extend beyond the financial information identified in the report. As auditors we do not have an obligation to perform any procedures to corroborate other information contained in these documents. We have limited our services to reading the additional information and therefore, do not provide an opinion on such information. After reading the additional information nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation appearing in the financial statements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in engagement letter on September 25, 2023.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Pocatello Development Authority are described in Note 1 to the financial statements. During the year, the Authority was not required to implement any new standards. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The Authority had no estimates affecting the financial statements.

Difficulties Encountered in Performing the Audit

During the audit we found various deficiencies in internal controls that required addition procedures to overcome the various risk of material misstatements. These issues with internal controls have been reported with the financial statements and in a management comment letter. We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. During the audit we propose adjusting entries that were not material to the financial statements, however, management approved all adjusting entries.

Over all the adjustments made were to correct property taxes receivable, and deferred notes receivable and reclassifications of cash allocations to proper funds.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 8, 2023.

Management Consultations with Other Independent Accountants

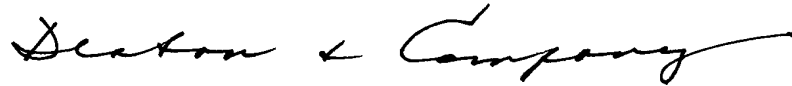
In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of Board of Commissioners and management of Pocatello Development Authority and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,

A handwritten signature in black ink that reads "Deaton & Company". The signature is written in a cursive, flowing style with a long horizontal tail on the word "Company".

Pocatello, Idaho
December 8, 2023

Pocatello Development Authority

A COMPONENT UNIT OF THE CITY OF POCATELLO, IDAHO

ANNUAL FINANCIAL REPORT

FOR THE YEAR ENDED SEPTEMBER 30, 2023

**POCATELLO DEVELOPMENT AUTHORITY
COMPREHENSIVE ANNUAL FINANCIAL REPORT
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**POCATELLO DEVELOPMENT AUTHORITY
LIST OF OFFICIALS**

David Villareal, Board Member, Chairman

Scott Turner, Board Member, Vice Chairperson

Brian Blad, Mayor of Pocatello, Board member

Jeff Hough, Bannock County Commissioner, Board member

Rick Cheatum, Pocatello City Council President, Board member

Greg Gunter, Board member

Kirk Lepchenske, Board Member

Jim Johnston, Board Member

Nathan Richardson, Board Member

Brent McLane, City of Pocatello, Executive Director

Aceline McCulla, City of Pocatello, Secretary

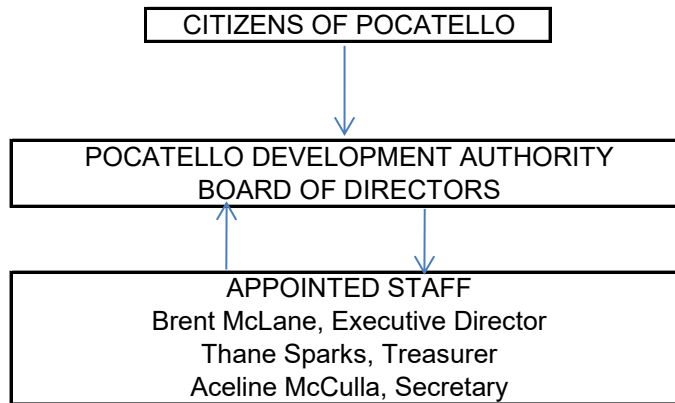
Thane Sparks, Treasurer

LIST OF EX-OFFICIO ADVISORS

Meghan Conrad, Legal Counsel

MiaCate Kennedy, Bannock Development Authority, ex-officio member

POCATELLO DEVELOPMENT AUTHORITY
ORGANIZATION CHART



Advisory Staff:

Meghan Conrad, Attorney, Legal counsel



INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Pocatello Development Authority
Pocatello, Idaho

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of the governmental activities and each major fund information of Pocatello Development Authority, (the Authority) a component unit of City of Pocatello as of and for the year ended September 30, 2023, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund information of the Pocatello Development Authority, as of September 30, 2023, and the respective changes in financial position, thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Pocatello Development Authority, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Pocatello Development Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and Government Auditing Standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the budgetary comparison information on pages 20-21 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

We also have previously audited, in accordance with auditing standards generally accepted in the United States of America, the Authority's basic financial statements for the year ended September 30, 2022, and we expressed unmodified opinions on the respective financial statements of the fiduciary fund information. That audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Trust's basic financial statements as a whole. The summarized comparative information is consistent, in all material respects, with the audited financial statements from which it has been derived.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The introductory section is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The introductory section has not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated December 8, 2023, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the Trust's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "Deaton & Company". The signature is written in black ink and is positioned above the typed text.

Pocatello, Idaho
December 8, 2023

POCATELLO DEVELOPMENT AUTHORITY
STATEMENTS OF NET POSITION
SEPTEMBER 30, 2023
WITH COMPARATIVE TOTAL AT SEPTEMBER 30, 2022

	Governmental Activities	
	2023	2022
ASSETS		
Cash and cash equivalents	\$ 3,264,879	\$ 3,818,960
Prepaid expense	-	3,695
Property tax receivable	2,459	1,323
Notes receivable (less reserve for bad debts)	1,813	8,800
Total assets	3,269,151	3,832,778
LIABILITIES		
Accounts payable	\$ 29,367	\$ 5,528
Total liabilities	29,367	5,528
NET POSITION		
Unrestricted	3,239,784	3,827,250
Restricted	-	-
Total net position	\$ 3,239,784	\$ 3,827,250

**POCATELLO DEVELOPMENT AUTHORITY
STATEMENTS OF ACTIVITIES
FOR THE YEAR ENDED SEPTEMBER 30, 2023
WITH COMPARATIVE TOTAL FOR THE ENDED SEPTEMBER 30, 2022**

	Governmental Activities	
	<u>2023</u>	<u>2022</u>
EXPENSES		
General	\$ 170,870	\$ 63,113
Naval Ordinance Plant	1,092,452	570,699
North Portneuf	-	1,437
Airport	36,351	8,815
Northgate	<u>1,727</u>	<u>1,030</u>
	<u>1,301,400</u>	<u>645,094</u>
 GENERAL REVENUES		
Property taxes	651,865	462,878
Interest	62,069	29,287
Administrative fees	-	34,163
Proceeds collection from bad debts	<u>-</u>	<u>32,860</u>
	<u>713,934</u>	<u>559,188</u>
 NET CHANGE IN NET POSITION	 (587,466)	 (85,906)
 BEGINNING NET POSITION - restated	 <u>3,827,250</u>	 <u>3,913,156</u>
 ENDING NET POSITION	 <u><u>\$ 3,239,784</u></u>	 <u><u>\$ 3,827,250</u></u>

**POCATELLO DEVELOPMENT AUTHORITY
BALANCE SHEETS
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2023
WITH COMPARATIVE TOTAL AT SEPTEMBER 30, 2022**

	General Fund	Naval Ordinance Plant	North Portneuf	Airport	Northgate	2023	2022
ASSETS							
Cash and cash equivalents	\$ 1,097,187	\$ 57,392	\$ 1,674,044	\$ 52,164	\$ 384,092	\$ 3,264,879	\$ 3,818,960
Prepaid expense	-	-	-	-	-	-	3,695
Property tax receivable	-	-	2,404	-	55	2,459	1,323
Notes receivable	1,813	-	-	-	-	1,813	8,800
Due from other funds	-	-	-	-	-	-	14,616
	<u>\$ 1,099,000</u>	<u>\$ 57,392</u>	<u>\$ 1,676,448</u>	<u>\$ 52,164</u>	<u>\$ 384,147</u>	<u>\$ 3,269,151</u>	<u>\$ 3,847,394</u>
LIABILITIES							
Accounts payable	\$ 10,206	\$ -	\$ -	\$ 19,161	\$ -	\$ 29,367	\$ 5,528
Due to other funds	-	-	-	-	-	-	14,616
DEFERRED INFLOWS OF RESOURCES							
Unavailable tax revenues	-	-	2,404	-	55	2,459	1,323
Unavailable notes receivable revenues	-	-	-	-	-	-	8,800
	<u>10,206</u>	<u>-</u>	<u>2,404</u>	<u>19,161</u>	<u>55</u>	<u>31,826</u>	<u>30,267</u>
FUND BALANCES							
Nonspendable	-	-	-	-	-	-	3,695
Committed	-	57,392	1,674,044	33,003	384,092	2,148,531	2,627,598
Assigned	-	-	-	-	-	-	-
Unassigned	1,088,794	-	-	-	-	1,088,794	1,185,834
	<u>1,088,794</u>	<u>57,392</u>	<u>1,674,044</u>	<u>33,003</u>	<u>384,092</u>	<u>3,237,325</u>	<u>3,817,127</u>
	<u>\$ 1,099,000</u>	<u>\$ 57,392</u>	<u>\$ 1,676,448</u>	<u>\$ 52,164</u>	<u>\$ 384,147</u>		

Amounts reported for governmental activities in the statements of net position are different because:

Certain receivables are not current resources and are reported as deferred revenues in the governmental funds.	<u>2,459</u>	<u>10,123</u>
Net Position of Governmental Activities	<u>\$ 3,239,784</u>	<u>\$ 3,827,250</u>

The accompanying notes are an integral part of these financial statements

POCATELLO DEVELOPMENT AUTHORITY
STATEMENTS OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2023
WITH COMPARATIVE TOTAL FOR YEAR ENDED SEPTEMBER 30, 2022

	General Fund	Naval Ordnance Plant	North Portneuf	Airport	Northgate	2023	2022
REVENUES							
General and property taxes	\$ 17,633	\$ 120,562	\$ 97,613	\$ 83,594	\$ 331,327	\$ 650,729	\$ 507,892
Administrative fees	-	-	-	-	-	-	34,163
Interest	28,694	3,167	24,224	376	5,216	61,677	5,883
Interest from notes	392	-	-	-	-	392	23,404
	<u>46,719</u>	<u>123,729</u>	<u>121,837</u>	<u>83,970</u>	<u>336,543</u>	<u>712,798</u>	<u>571,342</u>
EXPENDITURES							
Administration	20,718	-	-	-	-	20,718	63,893
Projects and grants	84,941	1,091,089	-	-	-	1,176,030	547,818
Professional services	65,211	1,363	-	36,351	1,727	104,652	33,383
	<u>170,870</u>	<u>1,092,452</u>	<u>-</u>	<u>36,351</u>	<u>1,727</u>	<u>1,301,400</u>	<u>645,094</u>
EXCESS REVENUES OR (EXPENDITURES)	(124,151)	(968,723)	121,837	47,619	334,816	(588,602)	(73,752)
OTHER FINANCING SOURCES/(USES):							
Notes receivable collections	8,800	-	-	-	-	8,800	319,834
NET CHANGE IN FUND BALANCE	(115,351)	(968,723)	121,837	47,619	334,816	(579,802)	246,082
BEGINNING FUND BALANCE	1,204,145	1,026,115	1,552,207	(14,616)	49,276		
ENDING FUND BALANCE	<u>\$ 1,088,794</u>	<u>\$ 57,392</u>	<u>\$ 1,674,044</u>	<u>\$ 33,003</u>	<u>\$ 384,092</u>		

Amounts reported for governmental activities in the statements of activities are different because:

Governmental funds only report taxes received within sixty days as current fund revenues. All taxes receivable are treated as revenues in the statement of activities.	1,136	(45,014)
Principal payments on notes payable are current fund expenditures in governmental funds, but are presented as reductions of long-term debt in the statements of net position.	(8,800)	(319,834)
Change in net position of Governmental Activities	<u>\$ (587,466)</u>	<u>\$ (118,766)</u>

The accompanying notes are an integral part of these financial statements

POCATELLO DEVELOPMENT AUTHORITY NOTES TO FINANCIAL STATEMENTS

NOTE 1 - Summary of Significant Accounting Policies

A. Reporting entity

The Idaho Urban Renewal Law of 1965 authorized the Mayor, with advice and consent of the City Council, to appoint a board of commissioners for an urban renewal agency to function within the municipality of Pocatello, provided that the Council has first passed a resolution finding that one or more blighted areas are in existence, and that there is a need for an urban renewal agency to function in the City.

Pocatello's urban renewal agency, Pocatello Development Authority (the Authority), was found necessary by resolution in 1988 and the board members were appointed thereafter. Unlike other advisory boards to the City Council, state law declares this agency to be "an independent public body corporate and politic" and gives it a wide range of authority to effectuate urban renewal.

Under generally accepted accounting principles, as adopted by the Governmental Accounting Standards Board, the Authority is included in the Annual Financial Statements of the City of Pocatello as a discretely presented component unit.

B. Government-wide and fund financial statements

The government-wide financial statements (i.e., the statement of net position and the statement of changes in net position) report information on all of the nonfiduciary activities of the government. For the most part, the effect of interfund activity has been removed from these statements.

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the authority considers revenues to be available if they are collected within 60 days of the end of the current fiscal year.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Property taxes and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the authority.

POCATELLO DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - Summary of Significant Accounting Policies (Continued)

D. *Assets, liabilities, and net position or equity*

1. Deposits and investments

Unrestricted cash balances from all funds are combined and invested in investments authorized under Idaho State Code. Earnings from these investments are credited to the funds based on the monthly balance of cash in each fund. Cash includes cash on hand, deposits and other investments which are immediately convertible to cash or have a maturity of less than 90 days.

the Authority is authorized under State Code to invest in obligations of the U.S. Treasury, U.S. Government backed institutions, commercial paper, and repurchase agreements. the Authority's policy is to restrict investment to highly liquid money market accounts.

2. Receivables and payables

Property taxes receivable are recorded when certified by the State Tax Commission in October of each year. Taxes not received within sixty days of year-end are deferred. The taxing authorities, within each tax increment financing district, levy property taxes by the third Monday of September on a market value basis. These taxes are billed to the taxpayers in November and are due December 20. Real property taxes not paid constitute a lien on the property when entered on the real property assessment roll as delinquent on the first day of January of the succeeding year. Property taxes are assessed and collected for the Authority by Bannock County.

3. Inventory

Inventory is reported at the lower of cost or fair market value. The Authority had no inventory.

4. Restricted assets

The assets of the special revenue funds are restricted as to usage by the State Code to payment of District expenses and debt service and an administrative fee to the General Fund of the Authority. Remaining net position representing property taxes collected are to be refunded to the taxing districts from which the taxes were collected.

It is the Authorities policy to first apply restricted resources when an expense is incurred for purposes in which both restricted and unrestricted net assets are available.

5. Capital Assets

The Authority has no capital assets.

6. Compensated Absences

The Authority has no liability for compensated absences.

7. Long-term obligations

The Authority had no long-term obligations.

8. Fund Equity

In the fund financial statements, governmental funds report restrictions of fund balance for amounts that are subject to externally enforceable legal restrictions. Commitments of fund balance represent amounts whose use is constrained by limitations that the Board has imposed upon itself.

**POCATELLO DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS**

NOTE 2 - Reconciliation of Government-wide and Fund Financial Statements

Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position.

The governmental fund balance sheet includes the reconciliation between *fund balance - total governmental funds* and *net position - governmental activities* as reported in the government-wide statement of net position.

One element of the reconciliation explains that "Certain receivables are not current resources and are reported as deferred revenues in the governmental funds".

Deferred property taxes	\$	2,459
Deferred notes receivable		-
	<u>\$</u>	<u>2,459</u>

NOTE 3 - Stewardship, Compliance and Accountability

A. *Budgetary Information*

The budget is prepared on a modified accrual basis by fund, (each tax increment financing district is represented by it own fund), and includes information about the current year.

The Board of the Pocatello Development Authority holds a public meeting in conjunction with adoption of its annual budget. The new budget is submitted to the board at its meeting in August as part of the cash report presented by the Treasurer. When the cash report is approved by the board the budget is approved as well. Budgets may be amended by the same procedure used to adopt the budget. The Budget is published as required.

NOTE 4 - Detailed Notes on all Funds

A. *Deposits and Investments*

Cash and cash equivalents at yearend consist of the following:

Deposits		
Cash in bank		\$ 3,252,434
Cash on books		\$ 3,264,879

The Authority has no investments

Deposits - Custodial Credit Risk for deposits is the risk that, in the event of bank failure, the government's deposits may not be returned to it. At year-end, the Authority's carrying amount (reconciled balance reported in the financial statements) of deposits was \$3,264,879 and the bank balance (balance per bank statements) was \$3,252,434. Of the cash balance, \$250,000 was covered by federal depository insurance. Some of the Authority's deposits including the State of Idaho, Local Government Investment Pool (LGIP), were not insured nor collateralized in the amount of \$3,002,434.

Deposits and Investment transactions are subject to a variety of risks.

Interest Rate Risk is the risk that changes in interest rates will adversely affect the value of an investment. This risk does not exist since the Authority has no investments.

Credit Risk is the risk that an issuer or a counter party to an investment will not fulfill its obligations.

**POCATELLO DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS**

NOTE 4 - Detailed Notes on all Funds - (Continued)

B. Property Taxes and Abatements

Property tax revenues are recognized and accrued when billed by Bannock County. The Authority's property taxes, levied by the third Monday of September on a market value basis, are billed to the taxpayers in November. Half of the real, personal and mobile home property taxes are due on December 20 and the remainder is due the following June 20. Other property taxes are due December 20. Real property taxes not paid constitute a lien on the property when entered on the real property assessment roll as delinquent on the first day of January of the succeeding year. Property taxes are assessed and collected for the Authority by Bannock County.

The Authority had no tax abatements

C. Notes Receivable

\$26,000 was loaned to a local limited liability company with a terms of a quarterly payment of \$1,840. This payments covers 6.0% interest and principal with a maturity date of November 1, 2023.

	Balance
	\$ 1,813
Less: Allowance for doubtful accounts	\$ -
	\$ 1,813

D. Property Tax Receivable and Deferred Property Taxes

At yearend, property tax receivable and deferred tax revenues were as follows:

	Receivables	Deferred Tax
Northgate	\$ 55	\$ 55
North Portneuf District	2,404	2,404
	\$ 2,459	\$ 2,459

E. Grants

Pocatello Development Authority has provided grants to businesses wanting to locate in Pocatello, Idaho. These grants contain conditions requiring the grantee to perform specified conditions to receive the grant awards. The grantee is required to repay the grant if the conditions of the grant are not met.

F. Fund Equity

In the fund financial statements, governmental funds report the following fund balance classifications:

Nonspendable Assets

Nonspendable amounts that cannot be spent because they are not in spendable form or that are legally or contractually required to be maintained intact.

Restricted Assets

Restricted amounts are used for a particular purpose, primarily to satisfy regulatory or contractual requirements.

**POCATELLO DEVELOPMENT AUTHORITY
NOTES TO FINANCIAL STATEMENTS**

NOTE 4 - Detailed Notes on all Funds - (Continued)

F. Fund Equity - Continued

Committed Assets

The tax revenues of special revenue funds are committed by state law to pay for expenditures of Tax Increment Financing Districts. The Districts are established by ordinances passed by the City. The ordinance establishing the District define types of construction, bonded debt, administrative costs, and collected taxes to be refunded to the taxing districts from which they were derived.

Assigned Assets

Assigned amounts are intended to be used for certain purposes as determined by the board with a majority vote pursuant to accounting rules for fund balance reporting and the definition of Governmental Fund Type.

The Pocatello Development Authority's Board of Directors has not assigned any amounts for purposes of future projects.

Unassigned Assets

Unassigned residual balances in the General Fund that have not been restricted, committed or assigned.

Other governmental funds may report a negative unassigned fund balance should the total of nonspendable, restricted, and committed fund balances exceed the total net resources for the fund.

It is the Authority's policy to first use restricted resources and then unrestricted resources as needed. When restricted resources are available for use, it is the Authority's policy to use resources in the following order; first committed, then assigned, and finally unassigned. Fund balance commitments may be established, modified or rescinded by the board.

NOTE 5 - Other Information

A. Contingent Liabilities

The majority of the revenue collected by the Authority is derived from tax increment financing. Tax increment financing is a method of segregating a portion of the property taxes paid on properties within an urban renewal district to fund improvements for which the district was formed. This is accomplished by freezing the market value of property within the district.

A contingent liability exists when the market value increase in the district is not large enough to fund any debt incurred by the district to finance the improvements within the district.

B. Litigations, Torts, Theft or Damage, Errors and Omissions, and Natural Disasters

The Authority is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. The Authority may be party to various pending or threatened litigations, however, liabilities are only reported when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated.

NOTE 6 - Subsequent Events

Subsequent events were evaluated up to December 8, 2023, the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

POCATELLO DEVELOPMENT AUTHORITY
STATEMENT OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL
FOR THE YEAR ENDED SEPTEMBER 30, 2023

	Original Budget Amounts	Actual Amounts	Variance
REVENUES			
GENERAL FUND			
General taxes	\$ 13,160	\$ 17,633	\$ 4,473
Administrative fees	42,129	-	(42,129)
Interest	3,508	28,694	25,186
Miscellaneous	-	392	392
	<u>58,797</u>	<u>46,719</u>	<u>(12,078)</u>
SPECIAL REVENUE FUNDS			
Naval Ordnance Plant	202,160	123,729	(78,431)
North Portneuf	55,185	121,837	66,652
Pocatello Regional Airport	138,410	83,970	(54,440)
Northgate	29,645	336,543	306,898
Subtotal special revenue funds	<u>425,400</u>	<u>666,079</u>	<u>240,679</u>
Total revenue all funds	484,197	712,798	228,601
EXPENDITURES			
GENERAL FUND			
Administration	18,300	20,718	(2,418)
Projects and grants	-	84,941	(84,941)
Professional services	33,000	65,211	(32,211)
Contingency	1,144,573	-	1,144,573
	<u>1,195,873</u>	<u>170,870</u>	<u>1,025,003</u>
SPECIAL REVENUE FUNDS			
Naval Ordnance	1,785,210	1,092,452	692,758
North Portneuf	1,603,225	-	1,603,225
Pocatello Regional Airport	184,301	36,351	147,950
Northgate	63,469	1,727	61,742
Subtotal special revenue funds	<u>3,636,205</u>	<u>1,130,530</u>	<u>2,505,675</u>
Total expenditures all funds	<u>4,832,078</u>	<u>1,301,400</u>	<u>3,530,678</u>
EXCESS REVENUES OR (EXPENDITURES)	(4,347,881)	(588,602)	3,759,279
OTHER FINANCING SOURCES (USES)			
Notes receivable collections	-	8,800	8,800
Total other financing sources (uses)	<u>-</u>	<u>8,800</u>	<u>8,800</u>
CHANGE IN NET POSITION	(4,347,881)	(579,802)	3,768,079
BEGINNING NET POSITION	<u>\$ 4,347,881</u>	<u>3,817,127</u>	<u>\$ (530,754)</u>
ENDING NET POSITION		<u>\$ 3,237,325</u>	

POCATELLO DEVELOPMENT AUTHORITY
NOTES TO STATEMENT OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL

NOTE 1 - Expenditures in excess of budget

During the year there were expenditures in excess of their budget for administration, professional services, and projects and grants, in the general fund.

These expenditures in excess of budget were covered by decreased expenditures in budgeted contingency expenses within the general fund.



**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL
STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

To the Board of Commissioners
Pocatello Development Authority
Pocatello, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund, and the aggregate remaining fund information of Pocatello Development Authority, a component unit of the City of Pocatello, Idaho, as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise Pocatello Development Authority's basic financial statements, and have issued our report thereon dated December 8, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered Pocatello Development Authority's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Pocatello Development Authority's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Pocatello Development Authority's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Pocatello Development Authority's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "Deaton & Company". The signature is written in a cursive, flowing style.

Pocatello, Idaho
December 8, 2023

**POCATELLO DEVELOPMENT AUTHORITY
SCHEDULE OF FINDINGS AND RESPONSES
SEPTEMBER 30, 2023**

Findings

No reportable issues noted.

**POCATELLO DEVELOPMENT AUTHORITY
SCHEDULE OF PRIOR YEAR FINDINGS AND RESPONSES
SEPTEMBER 30, 2022**

Findings

No reportable issues noted.

Action Item 7

DRAFT

Proposed Urban Renewal District Feasibility Studies

Pocatello Development Authority

Board Meeting | December 20, 2023



VISION
ECONOMICS
STRATEGY
FINANCE
IMPLEMENTATION

01 Background and Approach

Who We Are

SB Friedman Development Advisors, LLC (SB Friedman) is a Chicago-based consultancy working with the public and private sectors in a range of disciplines

- Special District Eligibility and Feasibility
- Market Analysis and Real Estate Economics
- Development Strategy and Planning
- Public-Private Partnerships and Implementation

Geoff Dickinson, AICP
Senior Vice President

Adam Daniel
Associate

Lille Van der Zanden
Associate

Gabriel Vara
Research Associate

Our Approach

URDs are tools to help achieve community goals

- Policy Informed
- Collaborative
- Data driven, detail-oriented and tactical
- Strategic
- Defensible and reasonable
 - “with specificity” standard
 - Meaningfully present and reasonably distributed eligibility factors

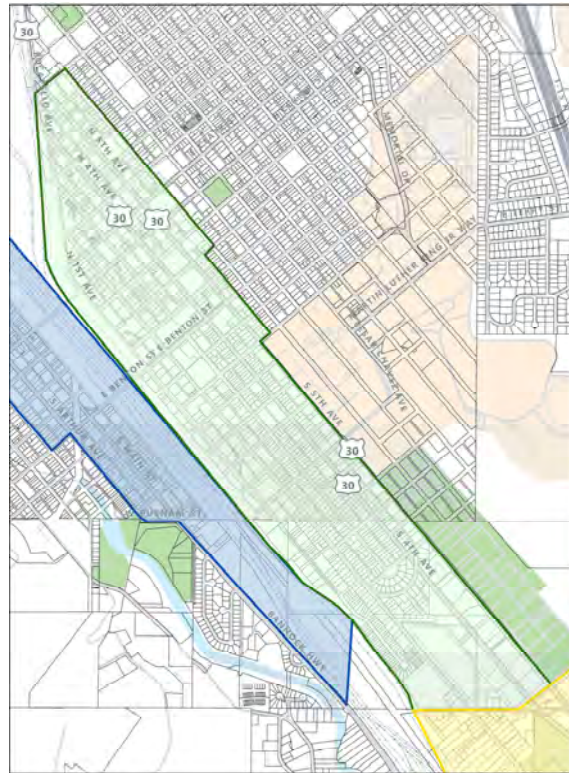
02 Study Areas and Scope

Study Areas

Old Town



4th and 5th



South 5th



Phases 1 - 3

Key Steps

- Gather and review background information
- Conduct initial research and data gathering from a variety of sources
- Summarize initial findings and key questions for PDA staff and Board
- Gather feedback, conduct supplemental research
- Arrive at final recommended URD boundaries
- Document findings

Phases 4 – 5

Conduct Market Assessments and Prepare Land Plans

- Conduct market assessments
- Identify sites susceptible to change (in partnership with a physical planning firm)
- Gather feedback
- Define optimistic development programs for each study area
- Land planning teammate prepares concept plans for each study area
- Gather feedback and refine

Phases 6 – 10

Conduct Financial Analyses and Support District Approval Processes

- Prepare tax projections
- Identify priority URD projects to help unlock development
- Get cost estimates for priority URD projects
- Develop plans to finance URD projects
- Model projected revenues and URD expenditures
- Refine URD projects to arrive at feasible and specific URD plans to drive community goals and outcomes
- Prepare final documentation
- Support staff and legal counsel on adoption processes

03 Questions

Questions for PDA Board

- What are the greatest challenges in each Study Area?
- What are major goals? Where do you think URD funds should be spent?
 - Land use hopes and dreams?
 - Spending ideas
 - We have heard about Old Town streetscaping projects in the past
 - We have heard about non-motorized transportation improvements as a potential priority
 - Utility and road extensions?
 - Others

Questions for SB Friedman

Ask away!



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MARKET ANALYSIS AND REAL ESTATE ECONOMICS

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