MEETING AGENDA CITY OF POCATELLO POCATELLO DEVELOPMENT AUTHORITY FEBRUARY 19, 2025 | 11:00 AM COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE, POCATELLO, IDAHO

In accordance with the Americans with Disabilities Act, it is the policy of the City of Pocatello to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are disabled and require an accommodation, please contact Skyler Beebe with two (2) business days' advance notice at sbeebe@pocatello.gov; 208.234.6248; or 5815 South 5th Avenue, Pocatello, Idaho. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

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

- 1. CALL TO ORDER, ROLL CALL, DISCLOSE CONFLICTS OF INTEREST AND ACKNOWLEDGMENT OF GUESTS.
- **2. ACTION ITEM: MEETING MINUTES.** The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes held January 15, 2025, and approve the minutes as presented.
- **3. ACTION ITEM: MONTHLY FINANCIAL REPORT, EXPENSES AND REIMBURSEMENTS.** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- **4. ACTION ITEM: DONATION AGREEMENT MONARCH BUILDING.** The Board may wish to approve and execute the Donation Agreement Monarch Building and Form 8283.
- 5. ACTION ITEM: PROFESSIONAL SERVICES AGREEMENT AND TASK ORDER NO. 1. The Boad may wish to review, approve, and execute the Professional Services Agreement and the Task Order No. 1 with Brad Cramer of Perspective Planning and Consulting LLC for the Eligibility Study and Feasibility Study for the Naval Ordinance Plant URA 2025.
- 6. ACTION ITEM: APPROVE FISCAL YEAR 2024 (FY24) ANNUAL REPORT. The Board may wish to approve and publish the FY24 Annual Report.
- **7. 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.
- 8. ADJOURN MEETING.

Action Item 2

MINUTES

CITY OF POCATELLO POCATELLO DEVELOPMENT AUTHORITY MEETING

JANUARY 15, 2025 – 11:00 AM COUNCIL CHAMBERS | 911 NORTH 7TH AVENUE, POCATELLO

1. CALL TO ORDER AND DISCLOSURE OF CONFLICTS OF INTEREST

Villarreal called the meeting to order at 11:00 AM. No conflicts were disclosed.

Members present: Mayor Brian Blad, Jeff Hough, Linda Leeuwrik, David Villarreal, and Ruby Walsh. Members excused/unexcused: Kirk Lepchenske, Fred Parrish and Nathan Richardson. Others present: Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Development Engineer Merril Quayle, City of Pocatello Attorney Jared Johnson, City of Pocatello PW Director/City Engineer Jeff Mansfield, and other visitors.

2. REVIEW, APPROVE, AND EXECUTE THE FISCAL YEAR 2024 (FY24) FINANCIAL AUDIT REPORT

The Board may wish to review, approve, and execute the FY24 Financial Audit Report completed by Doran Lambson of Deaton and Company.

Doran Lambson of Deaton and Company identified their independent status and that they are a third party entity to review the prepared financial statements per United States government auditing requirements and to meet requirements for generally accepted accounting principles. Lambson stated Deaton and Company prepares an audit report of compliance for the FY24 Certified Audit Financial Report (CAFR) included in the agenda materials. During the audit, Lambson did not identify any weakness or flag in the financial reports or findings, that he could identify. Lambson noted two proposed adjustment entries that affected the financial statements for two material proposed adjustments: **1) noncapital infrastructure payment in the North Portneuf URA for \$174,460.00**, this was a timing decision for services rendered in FY24 and determined to be included in FY24 finances, and not in the FY25 when paid; and **2) Property Tax Income from Bannock County was not properly identified and placed in the General Fund, with requested breakdown, the funds were reallocated into the appropriate URA Districts just under \$34,000.00.**

Lambson disclosed that management representation is required by the PDA, and a management representation letter, as well as the Audit Report were dated January 10, 2025. To Deaton and Company's knowledge, there was no disagreement with the audit report findings and adjustments identified by the PDA. The PDA has the option, if they choose, to engage in a second audit review by another organization, if they have a disagreement of a financial nature.

Blad commented that he read through the audit and it looks good and everything was taken care of and Blad had no concerns. **Hough** asked if Sparks would identify the accounts payable item of \$225,000.00. **Sparks** stated that is the amount of expenses to be paid in October for the feasibility study project by SB Friedman, and the \$2,200.00 included bills from the City of Pocatello (staff, prints and postage) and Elam and Burke for work completed in the previous year.

It was moved by **B. Blad** and seconded by **L. Leeuwrik** to approve and execute the FY24 CAFR as presented. Those in favor: B. Blad, J. Hough, L. Leeuwrik, D. Villarreal and R. Walsh. Those against: none. Unanimous. Motion carried.

3. APPROVE MEETING MINUTES

The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners regular and executive session meetings held December 18, 2024.

It was moved by **B. Blad** and seconded by **R. Walsh** to approve the meeting minutes as written held December 18, 2024. Those in favor: B. Blad, J. Hough, L. Leeuwrik, D. Villarreal and R. Walsh. Those against: none. Unanimous. Motion carried.

4. MONTHLY FINANCIAL REPORT, EXPENSES AND REIMBURSEMENTS

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

It was moved by **B. Blad** and seconded by **L. Leeuwrik** to approve the financial report, expenses and reimbursements as presented. Those in favor: B. Blad, J. Hough, L. Leeuwrik, D. Villarreal and R. Walsh. Those against: none. Unanimous. Motion carried.

5. CALENDAR REVIEW

The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.

Villarreal noted the Idaho Economic Outlook Symposium on Friday, January 24 from 8:30 a.m. to 1:00 p.m. for those who would like to attend.

6. ADJOURN REGULAR MEETING.

With no further business, Villrreal adjourned the meeting at 11:18 AM.

Submitted by:

Aceline McCulla, Secretary

Approved on:

Action Item 3

Pocatello Development Authority Monthly Finance Report February 19, 2025 Fiscal Year 2025

Expenditure Approvals:

Checks to be ratified:

Vendor	Check #	Amount
Aceline McCulla	2053	8.47 reimbursement lunch costs

Checks to be approved:

Vendor	Check #	Amount	
ICCU VISA	dbt25-2	128.48	Red Hot Roasters, lunch
Thane Sparks	2054	1,500.00	February invoice
Elam & Burke	2055	550.00	invoice # 213013
City of Pocatello	2056	3,308.76	staff reimbursement 10/1 - 12/31

Cash Balances as of February 19, 2025

	General Fund		Naval Oro	Naval Ordinance		ortneuf	Airport		Northgate		Total	
Cash*	1,021,	485.37	134,91	.2.11	1,662,	267.65	-	87.53		,504.70	3,706,	857.36
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Income												
Administrative fees	-	-	-	-	-	-		-	-	-	-	0.00
Property taxes	17,000	-	142,000	74,618.64	98,000	66,838.98	82,000	38,674.60	415,000	462,065.24	754,000	642,197.46
Interest income	100,000	44,525.41	-	-	-	-		-	-	-	100,000	44,525.41
Other (mou closure)		-	-	13,000.00	-	-		-	-	-	-	13,000.00
Total Income	117,000	44,525.41	142,000	87,618.64	98,000	66,838.98	82,000	38,674.60	415,000	462,065.24	854,000	699,722.87
Expense												
Administrative expense	-	_	-	-	-	-	-	-	-	-	-	0.00
Luncheon costs	2,500	946.55	-	-	-	-	-	-	-	-	2,500	946.55
Office expenses	500	-	-	-	-	-	-	-	-	-	500	0.00
Dues and memberships	-	-	-	-	-	-	-	-	-	-	-	0.00
Insurance	11,900	-	-	-	-	-	-	-	-	-	11,900	0.00
City admin charges	20,000	5,730.21	-	-	-	-	-	-	-	-	20,000	5,730.21
Professional services	85,000	20,425.00	-	-	75,000	-	-	-	-	-	160,000	20,425.00
New district/feasibility study	125,000	64,607.50	-	-	-	-	-	-	-	-	125,000	64,607.50
Reimbursement - district imp.	-	-	-	-	-	-	-	-	685,000	-	685,000	0.00
Planned development projects	-	-	-	-	450,000	174,640.00	-	-	-	-	450,000	174,640.00
Non-capital Infrastructure	979,100	-	172,000	-	843,000	-	84,100	-	-	-	2,078,200	0.00
Total Expense	1,224,000	91,709.26	172,000	0.00	1,368,000	174,640.00	84,100	0.00	685,000	0.00	3,533,100	266,349.26

Board Approval



Reimburse Aceline McCulla

Dessert for 1.15.25 meeting

Red Hot Roasters 737 E CLARK ST, POCATELLO ID 83201 Phone: 208.233.0902 Contact: Karen Email: huiekaren768@gmail.com

City of Pocatello Tax Exempt ID: 82-6000244

City of Pocatello PDA Meeting for February 19, 2025

Deliver by 10:40 AM to: 911 N 7th Ave, City Hall Council Chambers, located across from the Utility Billing Windows, if you reach the restrooms, you have gone too far).

Will you please call Aceline to confirm price, details, & take payment on my mobile 406.202.6444 by 10 AM on Thursday, 2.13.2025. Thank you very much.

Name	Items	Qty	Each Cost	Totals
Aceline	Veggie substitute side w/cup of Tomato Basil Soup	1	\$ 11.99	\$ 11.99
Brent	The Squeak w/Greek pasta salad	1	\$ 9.49	\$ 9.49
Thane	The Squeak w/Greek pasta salad	1	\$ 9.49	\$ 9.49
Ruby	Big Bubba Grilled, NO MAYO, substitute side w/cup of Tomato Basil Soup	1	\$ 11.99	\$ 11.99
Jeff H	Meaty McCabe w/Red Potato-Blue Cheese Salad	1	\$ 10.49	\$ 10.49
Jeff M	Meaty McCabe, NO LETTUCE w/Greek pasta	1	\$ 10.49	\$ 10.49
Merril	Meaty McCabe NO BELL PEPPERS w/Spring Mix and Ranch Dressing	1	\$ 10.49	\$ 10.49
Brian	Tuscany w/Greek Pasta salad	1	\$ 9.49	\$ 9.49
Nathan	Tuscany w/Greek Pasta salad	1	\$ 9.49	\$ 9.49
David	Classic Tuna, COLD w/Lays	1	\$ 9.49	\$ 9.49
	TOTAL FOOD	10		\$102.90
	Gratuity 20% on food			\$ 20.58
	Delivery Charge			\$ 5.00
	TOTAL CREDIT CARD PAYMENT PAID			\$ 128.48

INSTRUCTIONS:

Will you please cut sandwiches in half, wrap and write the person's name on their sandwich.

Napkins 2-3 per person please and appropriate utensils

Thank you, your food and friendly services is greatly appreciated.



Thane Sparks

3506 E 126 N Rigby, Idaho 83442 (208) 206-8457

BILL TO:

Pocatello Development Authority 911 N 7th Avenue Pocatello, Idaho 83201

DESCRIPTION		AMOUNT
Professional Services - February 2025		\$ 1,500.00
	SUBTOTAL	\$ 1,500.00
	TAX RATE	
	SALES TAX	\$ -
	OTHER	
	TOTAL	\$ 1,500.00

Make all checks payable to .

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

DATE:February 19, 2025INVOICE #25-2FOR:Professional Services

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



January 31, 2025

Pocatello Development Authority	Invoice No.	213013
Attn: Brent McLane	Client No.	9212
City of Pocatello	Matter No.	3
P.O. Box 4169	Billing Attorney:	MSC
Pocatello, ID 83205		

INVOICE SUMMARY

For Professional Services Rendered from January 8, 2025 through January 31, 2025.

RE: Special Counsel General

Total Professional Services	\$ 550.00
Total Costs Advanced	<u>\$.00</u>
TOTAL THIS INVOICE	\$ 550.00

<u>Project selection</u> From project : PDA001 To project : PDA001 Type : O (0=Only, R=Range, S=Selective) Description begins with : Description contains . : From project estimate . : .00 To project estimate . . : 99,999,999,999.99 From project type . . . : To project type : 99 From project sub-type . : To project sub-type . . : 99 Sequence options OPTION: 3 Project Project options Print projects without detail (Y/N/O) Y Print inactive projects (Y/N) Y Print budget projects (Y/N) Y Print projects miscellaneous info? (Y/N) . . . : Y <u>Account selection</u> From fiscal year . . . : 2025 To fiscal year . . . : 2025 From account : 001-0000-400.00-00 To account : 999-9999-999.99-99 Type : S (0=Only, R=Range, S=Selective) Account type selection : Assets: X Liabilities: X Revenue: X Expense: X Print zero activity accounts (Y/N) : N Transaction selection From period : 01 of 2025 To period : 03 of 2025 From transaction date . : 00/00/0000 To transaction date . . : 99999999 Transaction type....: AJ ...:X AP ...:X CR ...:X EN ...:X TF ...:X BA . . : Print transaction description (Y/N) Y Print work order # and job # (Y/N) : N Summary options Print classification totals (Y/N) Y Print project estimate totals (Y/N) Y Print project totals (Y/N Y

City of Pocatello PROJECT ACTIVITY LISTING

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AJ		11/22/2024	PR1122			PAYROLL	SUMMARY		58.30	.00	2025	02
AJ		11/08/2024	PR1108			PAYROLL	SUMMARY		58.30	.00	2025	02
AJ		10/25/2024	PR1025			PAYROLL	SUMMARY		116.60	.00	2025	01
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AJ		12/20/2024	PR1220			PAYROLL	SUMMARY	20.72	84.81	.00		
AJ		12/06/2024	PR1206			PAYROLL	SUMMARY		84.81	.00	2025	03
AJ		11/22/2024	PR1122			PAYROLL	SUMMARY		197.90	.00	2025	02
AJ		11/08/2024	PR1108			PAYROLL	SUMMARY		204.96	.00	2025	02
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AJ		11/22/2024	PR1122			PAYROLL	SUMMARY		44.43	.00	2025	02
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City of Pocatello PROJECT ACTIVITY LISTING

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City of Pocatello PROJECT ACTIVITY LISTING

PAGE ACCOUNTING PERIOD 04/2025

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AJ		11/22/2024	PR1122			PAYROLI	L SUMMARY			30.64	.00	2025	02
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City of Pocatello PROJECT ACTIVITY LISTING

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01-06	01-445.2	 21-05 EAP			.00		.41	.41	•	00	.41-
AJ		12/06/2024	PR1206			LL SUMMARY		.09		00 202	
AJ		10/11/2024	PR1011		PAYROL	LL SUMMARY		.70	.(00 202	025 01
AJ		10/11/2024	PR1011		PAYROL	LL SUMMARY		.42-	′	00 202	025 01
I					TR	RANSACTION	TOTAL:	.37	. '	00	
01-06	01-445.2	22-00 WORKER	RS COMPENS/	ATI	.00		5.61	5.61	• • • • •	00	5.61

PAGE 5 ACCOUNTING PERIOD 04/2025

PREPARED 02/03/2025, 15:51:19 PROGRAM GM186L

City of Pocatello PROJECT ACTIVITY LISTING

PROJECI	.':PDA001-POC	CATELLO) DEVELPMNT A	AUTH. '	TYPE:	-DEFAUL	Т		SUB-TYPE: -			S	TATUS:	ACTIVE
TYPE	снк# т	TRAN DT		VOUCH		BUDGET # DESCR			YEAR-TO-D TRANS		ENCUMBEI TRANS ENCUMBEI		FISC '	BALANCE YR PERIOD
AJ	12/(J6/2024	PR1206			PAYRO	LL SUMMARY		1	.42		.00	2025	03
AJ	10/2	25/2024	PR1025			PAYRO	LL SUMMARY		2	.53		.00	2025	01
AJ	10/2	11/2024	PR1011			PAYRO	LL SUMMARY			.67		.00	2025	01
AJ	10/2	11/2024	PR1011			PAYRO	LL SUMMARY			.40-		.00	2025	01
						T.	RANSACTION	TOTAL:	4	.22		.00		
01-060 AJ	01-445.24-03 12/0	 3 PERSI 06/2024					LL SUMMARY		105 13	.52 .08		.0000	2025	105.52- 03
AJ	10/2	25/2024	PR1025			PAYRO	LL SUMMARY		53	.54		.00	2025	01
AJ	10/2	11/2024	PR1011			PAYRO	LL SUMMARY		64	.56		.00	2025	01
AJ	10/2	11/2024	PR1011			PAYRO	LL SUMMARY		38	.74-		.00	2025	01
						T'	RANSACTION	TOTAL:	92	.44		.00		
01-060 AJ	01-445.24-04 12/0	4 MEDICA 06/2024					LL SUMMARY			.57 .29		.0000	2025	13.57- 03
AJ	10/2	25/2024	PR1025			PAYRO	LL SUMMARY		б	.88		.00	2025	01
AJ	10/1	11/2024	PR1011			PAYRO	LL SUMMARY		10	.30		.00	2025	01
AJ	10/1	11/2024	PR1011			PAYRO	LL SUMMARY		б	.18-		.00	2025	01
						T	RANSACTION	TOTAL:	12	.29		.00		
01-060 AJ	01-445.25-00 12/0	0 SOCIAI 06/2024				.00 PAYRO	LL SUMMARY	27.85		.85 .93		.0000	2025	27.85- 03
AJ	10/2	25/2024	PR1025			PAYRO	LL SUMMARY		12	.04		.00	2025	01
						T.	RANSACTION	TOTAL:	19	.97		.00		
01-060 AJ		5 CLOTHI 25/2024	IING ALLOWANC PR1025	CE		.00 PAYRO	LL SUMMARY	13.75		.75 .75		.0000	2025	13.75- 01
						T	RANSACTION	TOTAL:	13	.75		.00		
53-530 AJ		9 OTHER 22/2024	PURCH. PROF PR1122	 Z.		.00 PAYRO	LL SUMMARY	.79		.79 .79		.0000	2025	.79- 02
						T	RANSACTION	TOTAL:		.79		.00		

PREPARED 02/03/2025, 15:51:19 PROGRAM GM186L

City of Pocatello PROJECT ACTIVITY LISTING

PAGE 6 ACCOUNTING PERIOD 04/2025

PROJEC	T:PDA001-POC	CATELLO DE	VELPMN'	F AUTH.	TYPE:	-DEFAUL	Т	SUB-TYPE: -		STATUS:	ACTIVE
TYPE	СНК# 7	FRAN DT RE	- -	VOUC	'H# VEND	BUDGET # DESCR	PROJECT-TO-DATE IPTION	YEAR-TO-DATE TRANS AMT	ENCUMBERED TRANS ENCUMBERED	FISC	BALANCE YR PERIOD
	CLA	ASSIFICATI	ON TOT	ALS:			EXPENDITURES:	3,308.76			
		TRANSACT ESTIMATE C	OMPARI	SON:		.00	4,322.66	<mark>3,308.76</mark> 4,322.66	.00		4,322.66-
		TUAL) SUMM				.00	4,322.66	4,322.66	.00		4,322.66-
M	IISCELLANEOUS	5 INFO:	CODE	FREEFOR	M INFOR	MA'1'LON 		DATE			
			MISC MISC				KING ON PDA IN CASE FOR SERVICES.	THE 06/18/2019 06/18/2019			

REMITTANCE REPORT

From County Auditor of Bannock County

POCATELLO URBAN

To:

Remittance No. 030 January 25, 2025 Date:

	PREPAID	CURRENT			D E L	INQUENT	TAXES-		INTEREST	MISC	TOTAL
SOURCE AND FUND	2025	2024	2023	2022	2021	2020	2019	2018			COLLECTION
NORTH YELLOWSTONE (1-0013)											0.00
NAVAL ORDINANCE (1-0014)		66,477.30									66,477.30
NORTH PORTNEUF 801 (1-0016)		46,331.89									46,331.89
NORTHGATE (1-0017)		449,427.01							41.53		449,468.54
NORTHGATE (1-0018)		21.39									21.39
NORTHGATE (83-0000)		8.80									8.80
NORTHGATE (84-0000)		0.03									0.03
NORTH PORTNEUF 802 (82-0000)		18,354.82		0.45	707. 9 6				271.41		19,334.64
PRSN PROPERTY RPLCMNT		\$ 8,596.29									8,596,29
CIRCUIT BREAKER	-	629.98									629.98
HOMEOWNER TAX RELIEF	27 27 2 2 2	3,577.98									3,577.98
ADDITIONAL TAX RELIEF		-									0.00
		- ·									0.00
COLUMN TOTALS	0.00	593,425.49	0.00	0.45	707.96	0.00	0.00	0.00	312.94	0.00	594,446.84
									Amount	of Remittance	594,446.84
STATE OF IDAHO, }											

COUNTY OF BANNOCK }

}ss.

I, JASON C. DIXON, County Clerk in and for the County aforesaid, being duly sworn on oath, make the following statement: That the foregoing is a full, true, and correct report, in accordance with Section 3326, Compiled Statutes of Idaho, as amended by

Chapter 169, laws of 1925, by source and fund, of all monies paid into the treasury of said county and apportioned to the 31ST OF DECEMBER since the the date of my last report. Subscribed and sworn to in duplicate before me on the POCATELLO URBAN and included district 25TH OF JANUARY

Notary Public of Bannock County.

N B. The Clerk will countersign the attached order and transmit same to the treasurer of the municipality or district accompanied by a duplicate of this report.

County Clerk: JASON C. DIXON Deputy Auditor



POCATELLO URBAN				
Dec-24		PTR/CB	HTR	PPR
NORTH YELLOWSTONE (1-0013)				
NAVAL ORDINANCE (1-0014)				\$8,141.34
NORTH PORTNEUF 801 (1-0016)				\$417.80
NORTHGATE (1-0017)		\$629.98	\$3,533.03	
(1-0018)				\$37.15
NORTHGATE (83-0000)				
NORTHGATE (84-0000)				
NORTH PORTNEUF 802 (82-0000)			\$44.95	
	TOTAL	\$629.98	\$3,577.98	\$8,596.29

.

01/17/2025

REMITTANCE REPORT

FOR THE PERIOD ENDING 12/31/2024

REMITTED TO POCATELLO DEVELOPMENT AUTHORITY

> P.O BOX 4169 POCATELLO ID 83205

THE ATTACHED CHECK IS A REMITTANCE OF FUNDS COLLECTED BY POWER COUNTY, AS DESCRIBED BELOW.

---COUNTY REFERENCE---

C	OUNTY REF	ERENCE		COLLECTION
REF #	DATE	ACCOUNT #	DESCRIPTION	AMOUNT
2025505	12/18/2024	9016-00-0024-0005	PERSONAL PROPERTY REPLACEMENT	1,224.68
2025505	12/18/2024	9016-00-0024-0005	PERSONAL PROPERTY REPLACEMENT	38.17
			TOTAL ACCOUNT - 0024-0005	1,262.85
2025505	12/18/2024	9016-00-0024-0022	HB389 PP REPLACEMENT	1,108.01
			TOTAL ACCOUNT - 0024-0022	1,108.01
2025537	12/31/2024	9016-00-0301-2024	PROPERTY TAXES - REAL 2024	36,017.08
			TOTAL ACCOUNT - 0301-2024	36,017.08
			TOTAL REMITTANCE	38,387.94

WARRANT NO.	2025-0000970
DATED	12/31/2024

I HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF MONIES RECEIVED, APPORTIONED AND DUE TO THE ABOVE ACCOUNT AS OF 12/31/2024. SHAREE SPRAGUE, POWER COUNTY AUDITO

> DATED 12/31/2024 BY

Action Item 4

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement is entered into effective the 19th day of February, 2025 ("Effective Date"), between MONARCH BUILDING, LLC ("Donor"), with a mailing address of P.O. Box, Pocatello, Idaho 83204 and the Urban Renewal Agency of the City of Pocatello, Idaho also known as the POCATELLO DEVELOPMENT AUTHORITY ("PDA" or "Donee"), an independent public body corporate and politic organized and authorized pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended (the "Act"), with a business address at 911 N 7th Ave Pocatello, ID 83201. The Donor and PDA are referred to herein individually as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, the PDA is the Urban Renewal Agency of the City of Pocatello, Idaho with the powers provided for by the Law and the Act; and

WHEREAS, with approval by the City of Pocatello, the PDA has the power to acquire real property in anticipation of establishing an urban renewal area pursuant to Idaho Code § 50-2007(d); and

WHEREAS, the Donor is the owner of real property located in the City of Pocatello, Bannock County, Idaho at 244 W. Center St., Pocatello, Idaho 83204, more particularly described in Exhibit A attached hereto (the "Property"), and

WHEREAS, the Donor seeks to donate and convey all of its rights and interests in the Property to the PDA, and the PDA seeks to accept and be the successor to all such rights and interests in the Property. The Parties acknowledge the Property is located outside of an existing urban renewal/revenue allocation area administered by the PDA, and

WHEREAS, the donation of the Property to PDA is for the purpose of remediating a blighted condition by demolishing and removing any structures on the property and to pay all associated costs related to the demolition, and to further a public purpose or use;

The Parties agree as follows:

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

I. GIFT BY DONOR

- 1.1 Donor intends to donate the Property to the PDA for zero and 00/100 Dollars (\$0.00).
- 1.2 Closing Closing shall occur on or before March 14, 2025 ("Closing Date"), unless the Closing Date is extended in writing signed by the Parties. Unless extended, if the Closing does not occur by the Closing Date, the Agreement is automatically terminated.
- 1.3 Transfer. Donor agrees to donate the Property to PDA and PDA agrees to accept the Property from Donor on the terms and conditions set forth herein.

REAL PROPERTY DONATION AGREEMENT

This Real Property Donation Agreement is entered into effective the <u>19th</u> day of February _____, 2025 ("Effective Date"), between MONARCH BUILDING, LLC ("Donor"), with a mailing address of P.O. Box 6, Pocatello, Idaho 83204 and the Urban Renewal Agency of the City of Pocatello, Idaho also known as the POCATELLO DEVELOPMENT AUTHORITY ("PDA" or "Donee"), an independent public body corporate and politic organized and authorized pursuant to the Idaho Urban Renewal Law of 1965, chapter 20, title 50, Idaho Code, as amended (the "Law") and the Local Economic Development Act, chapter 29, title 50, Idaho Code, as amended (the "Act"), with a business address at 911 N 7th Ave Pocatello, ID 83201. The Donor and PDA are referred to herein individually as a "Party" and collectively referred to as the "Parties."

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- 1.3 Transfer. Donor agrees to donate the Property to PDA and PDA agrees to accept the Property from Donor on the terms and conditions set forth herein.

TW AG

- 1.4 Title Company and Deed. Donor shall convey to PDA title to Donor's interests in and to the Property on the Closing Date by Quitclaim Deed. Donor shall be responsible for recording the Deed following the Closing Date. Donor will cause AmeriTitle, 441 E Chubbuck Road, Chubbuck, Idaho 83202 (the "Title Company") to issue a standard coverage Title Policy, with any permitted exceptions, to PDA at Closing. Donor shall provide all escrow and closing services through a title insurance company of its choice licensed or authorized to provide such services in Idaho.
- 1.5 Title and Examination.

1.5.1 Within two (2) business days after the Effective Date, Donor will cause Title Company to deliver a current Preliminary Title Report and copies of all exceptions ("Title Report") for a standard coverage title insurance policy in the amount of the current assessed value ("Title Policy") for the Property to Donee and Donor. Donor will pay for a standard coverage Title Policy. Donee will pay for any desired extended coverage and endorsement. If Donee is dissatisfied with any exception in the Title Report, then Donee may: (i) terminate this Agreement by giving written notice of termination to Donor prior to March 3, 2025, or (ii) provisionally accept the title subject to Donor's agreement to cause the removal of Donee's disapproved exceptions or objections. Donor will notify Donee in writing within five (5) business days after receiving Donee's written notice of disapproval of any exception whether Donor intends to remove or address such exception. Donor's lack of response will be deemed as Donor's agreement to remove the objectionable exceptions (or obtain title insurance endorsements to address if acceptable to Donee) prior to Closing. If written notice of dissatisfaction is not given by Donee to Donor prior to March 3, 2025, then Donee will be deemed to have approved of the condition of the title of the Property as shown by the Title Report.

1.5.2 Donor's conveyance of the Property will be free and clear of all liens, encumbrances, and other exceptions of title, except the liens of taxes and assessments not yet due and payable, those exceptions approved or deemed approved by Donee pursuant to this Agreement ("Permitted Exceptions").

1.5.3 In the event the Title Report is amended to include new exceptions that are not set forth in a prior Title Report, Donee will have the ability to object to such new exceptions or terminate this Agreement, subject to Donor's agreement to cause the removal of any new disapproved exceptions or objections. If Donor does not intend to remove such exceptions and objections before Closing, then Donee may elect in writing to: (i) terminate the Agreement; or (ii) Donee may waive such objections and the transaction will close as scheduled.

- 1.6 Taxes and Utilities. The Parties agree that Donor will be responsible for all expenses due as of the Closing Date, including but not limited to municipal water and sewer charges, utility charges, all ad valorem taxes and assessments (taxes will not be prorated), etc. All other costs, expenses, fees and other amounts due and paid at or through escrow or the Closing shall be paid by Donor.
- 1.7. Conditions to Closing. Prior to conveyance, the City of Pocatello must consent to the donation of the Property to the PDA as the Property is located outside of an existing urban renewal area, but is within the boundaries of a proposed urban renewal area currently under review by the PDA and City.

II. TAX CONSIDERATION

- 2.1 The Donor acknowledges that this pledge may be tax-deductible to the extent allowed by law and agrees to consult with a tax advisor regarding the tax implications of this pledge. PDA is not making any representations, warranties and covenants to the Donor as to the tax benefits of the donation Pursuant to the donation of the Property, Donor intends to complete and file Internal Revenue Service (IRS) Form 8283, which requires an acknowledgment by the PDA. Donor has represented to PDA that PDA is an entity entitled to receive the donation.
- 2.2 To the extent the IRS makes a determination in writing that PDA is not a qualified organization under section 170(c), Donor agrees to indemnify, protect, defend, and hold PDA harmless from and against any and all liabilities, claims, losses, costs or damages, including, but not limited to, court costs and attorneys' fees, which may be incurred by Donor or PDA resulting from the IRS determination. Donor agrees to pay any taxes arising from this Agreement and the filing of IRS Form 8283.

III. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE DONOR

3.1 The Donor hereby represents and warrants to the PDA that:

3.1.1 Donor has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement.

3.1.2 Donor has taken all necessary action to authorize its execution, delivery and performance of this Agreement.

IV. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF THE PDA

4.1 The PDA hereby represents and warrants to the Donor that:

4.1.1 The PDA has the requisite right and legal authority to execute and deliver, this Agreement, including, without limitation, the right to acquire the Property, subject to approval by the City of Pocatello.

4.1.2 Subject only to the City of Pocatello's approval of such acceptance of donation as described in Section 4.1.1 above, the PDA has taken all necessary action to authorize its execution, delivery and performance of this Agreement.

V. MISCELLANEOUS

- **5.1 Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Idaho, without regard to principles of conflicts of law.
- **5.2** Modification and Waiver. No provisions of this Agreement may be amended, waived, or modified except by an instrument in writing signed by the party to be bound.
- **5.3** Severability. Unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision of this Agreement.

TW AG

- 5.4 Notice. All notices permitted or required hereunder shall be in writing, signed by the party giving such notice and delivered either personally, by mail addressed to the party at the address stated in the preamble herein, or delivered by a nationally recognized courier service. Notice by mail shall be by registered or certified United States mail addressed to the party to be notified, and with proper postage affixed thereto. Notice shall be effective upon receipt.
- 5.5 **Termination of Agreement.** If either Party terminates the Agreement when permitted to so, the Parties shall have no further obligation to each other, except as to any provision that survives the termination of the Agreement.
- **5.6 Counterparts.** The Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. An electronic signature or scanned copy of the signature to the Agreement shall be treated as an original and shall be deemed to be binding, valid, genuine, and authentic as an originally signed agreement for all purposes.
- 5.7 **Dispute Resolution**: At the request of either Party, any dispute arising under this Agreement shall be submitted to mediation before resorting to court action. Mediation fees shall be divided equally, and each Party shall bear its own attorney's fees and costs.
- **5.8** Attorney's Fees and Costs: In any action or proceeding arising out of, brought under, or relating to the terms or enforceability of the Agreement and the other Party is required to employ an attorney, the prevailing Party as determined by the court, is entitled to the payment of all costs and expenses, as determined by the court including, but not limited to, reasonable attorneys' fees incurred by the prevailing party.

[signatures on the following page]

TW AG

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and year first written above.

POCATELLO DEVELOPMENT AUTHORITY

David Villarreal, Chair

DATE

ATTEST:

Aceline, McCulla, Secretary

DATE

MONARCH BUILDING, LLC

Tiffani Wilson

Tiffani Wilson, Member

Alison Gorny

Alison Gorny, Member

02/05/2025 03:02 PM 02/05/2025 03:02 PM

DATE

Acknowledgment and Consent by the City of Pocatello, Idaho

CITY OF POCATELLO, IDAHO, a municipal corporation

Mayor

ATTESTED TO:

City Clerk

DATE

EXHIBIT A

THE WEST 50 FEET OF THE EAST 90 FEET AND THE SOUTH 7 ½ FEET OF LOT 7, AND THE WEST 50 FEET OF THE EAST 90 FEET OF LOTS 8, 9, AND 10, BLOCK 432, POCATELLO TOWNSITE, BANNOCK COUNTY, IDAHO, AS THE SAME APPEARS ON THE OFFICIAL PLAT THEREOF.

TW AG

Form **8283** (Rev. December 2023) Department of the Treasury Internal Revenue Service

Noncash Charitable Contributions

OMB No. 1545-0074

Attach one or more Forms 8283 to your tax return if you claimed a total deduction of over \$500 for all contributed property. Go to www.irs.gov/Form8283 for instructions and the latest information.

Attachment Sequence No. 155

Identifying number

81-2064956

Name(s) shown on your income tax return

ENDURANCE HOME INVESTMENTS, LLC

Enter the entity name and identifying number from the tax return where the noncash charitable contribution was originally reported, if different from above.

Name:

Identifying number:

Check this box if a family pass-through entity made the noncash charitable contribution. See instructions **Note:** Figure the amount of your contribution deduction before completing this form. See your tax return instructions.

Section A. Donated Property of \$5,000 or Less and Publicly Traded Securities—List in this section only an item (or a group of similar items) for which you claimed a deduction of \$5,000 or less. Also list publicly traded securities and certain other property even if the deduction is more than \$5,000. If you need more space, attach a statement. See instructions.

	allacii	a statement. Se		.								_	-			
1		me and address of the onee organization		eck th	ated p e box. ber (u	Also	o ente	r the	vehic	le ic	lentifi	icatio		(For	escription and condition r a vehicle, enter the year nileage. For securities an see instruction	, make, model, and d other property,
A						-	[1		-		-	_	i i i		
				11	Ц	-	1	+	Ц			-	4	-		
В					Π	T	Ц	T					П	1		
С				П	П	Т	П		П	T	П	T	П			
D	Ч. —		П	П	П	Т			П	T	П	Т	П			
Note	If the amount y	ou claimed as a c	deduction for a	n ite	m is	\$50)0 or	les	s, yo	u d	lo no	ot h	ave	to co	mplete columns (e)	, (f), and (g).
	(d) Date of the contribution	(e) Date acquired by donor (mo., yr.)	(f) How acqui by donor) Don adjus			()			rket v ructio		(i) Method used the fair mar	
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D															LAN A STREET	
Par 2	t I Informa Check the box a Art (cor b Qualifie b(1) Cert NPS #	ation on Donate (that describes the this tribution of \$20,0 d conservation cons	ed Property ne type of prop 00 or more) ontribution cture		dona d e f g	atec	d. Se other quip ecur	e in rea mer ities	struc l esta nt s	ctio ate	ns f			itions i [j [Link Construction Vehicles Clothing and hou Digital assets Other 	
_	c 🗌 Art (cor	tribution of less th	nan \$20,000)		h [itelle	ectua	al pr	ope	erty					
3		ion of donated propert ace, attach a separate													as donated, give a brief rty at the time of the gift.	(c) Appraised fair market value
Α	MONARCH BUIL	DING AND LOT - 24	44 W CENTER S	ST B	uildir	ng p	artia	lly d	lestr	oye	d by	fire	; pa	rt of s	tructure remains.	\$45,000
В																
С	A				1.11	_	_				_		_			
	(d) Date acquired by donor (mo., yr.)	(e) How	acquired by donor	r		(1			cost o basis	or		enter	argair amo ceiveo		(h) Qualified conservation contribution relevant basis (see instructions)	(i) Amount claimed as a deduction (see instructions)
A	03/17	PURCHASE		-								_				
в																
С	Lange I															

For Paperwork Reduction Act Notice, see separate instructions.

ame(s) sn	auro on your income tay return		Page 2
	own on your income tax return		Identitying number
Part II	Partial Interests and Restricted Use Prop Complete lines 4a through 4e if you gave le Complete lines 5a through 5c if conditions attach the required statement. See instruct	ess than an entire interest in a property I were placed on a contribution listed in S	isted in Section B, Part I.
	er the letter from Section B, Part I that identifies th		entire interest
	ection B, Part II applies to more than one property	이 사람, 김 씨님, 그 나는 것이 많이 많이 없는 것이다.	
b Tot	al amount claimed as a deduction for the property	 / listed in Section B, Part I: (1) For this tax (2) (2) For any prio 	
from	me and address of each organization to which any n the donee organization in Section B, Part V, belo me of charitable organization (donee)	such contribution was made in a prior year	
Add	dress (number, street, and room or suite no.)	City or town, state, and ZIP co	ode
d For	tangible property, enter the place where the prop	erty is located or kept	
	ne of any person, other than the donee organization		i,
201			
	the second s		Yes No
b Did org the	here a restriction, either temporary or permanent, or you give to anyone (other than the donee organ anization in cooperative fundraising) the right to the property, including the right to vote donated secu- ignate the person having such income, possessio	nization or another organization participatin he income from the donated property or to urities, to acquire the property by purchase of	g with the donee the possession of or otherwise, or to
c Is th	nere a restriction limiting the donated property for	a particular use?	
Part III	Taxpayer (Donor) Statement—List each it as having a value of \$500 or less. See instru		that the appraisal identifies
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Action Item 5

PROFESSIONAL SERVICES AGREEMENT RELATED TO THE POCATELLO DEVELOPMENT AUTHORITY

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made by and between the URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO A/K/A POCATELLO DEVELOPMENT AUTHORITY, an independent public body corporate and politic, organized and existing under the laws of the state of Idaho as the urban renewal agency of the city of Pocatello, Idaho, (hereinafter referred to as "AGENCY") and PERSPECTIVE PLANNING AND CONSULTING, LLC, whose address is 1742 Avalon Street, Idaho Falls, Idaho 83402 (hereinafter referred to as "CONSULTANT"), who agree as follows:

1. **SCOPE OF SERVICES**: The CONSULTANT will undertake the services on behalf of the AGENCY on an "on-call" basis at the direction of the Chairman of the Board or Executive Director/Administrator of the AGENCY. Such direction will be provided in the form of a written Task Order, which form is set forth in Exhibit A. The scope of services will be performed by Brad Cramer.

2. **COMPENSATION**: As consideration for performing the work described in any Task Order, AGENCY agrees to pay CONSULTANT on an hourly basis, excluding mileage reimbursement, which rates are detailed on Exhibit B and may increase annually upon agreement by the parties. Reimbursable expenses will be billed to AGENCY for the actual cost of any such expenses, without mark-up, provided such expenses shall be requested in writing prior to incurring those expenses and approved by the Chair or Vice-Chair of the AGENCY.

3. **INVOICE**: CONSULTANT shall maintain time and expense records and provide them to AGENCY each month in a format acceptable to AGENCY for work performed. Each invoice shall specify by Task Order number current billing and previous payments for the calendar year, with a total of costs incurred and payments made to date during the calendar year. Except as stated in the following sentence, CONSULTANT's invoices shall be paid within sixty (60) days. If the services subject to the invoice do not meet the requirements of this Agreement as AGENCY may determine, AGENCY shall notify CONSULTANT in writing and specify all deficiencies in the work that do not meet the requirements. CONSULTANT shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in AGENCY's written notice. If AGENCY again determines the work fails to meet the requirements, AGENCY may withhold payment until deficiencies have been corrected to AGENCY's satisfaction or may terminate this Agreement for cause as set forth in Section 20 of this Agreement.

4. **RIGHT OF CONTROL**: AGENCY agrees that it will have no right to control or direct the details, manner, or means by which CONSULTANT accomplishes the results of the services performed hereunder. CONSULTANT has no obligation to work any particular hours or days or any particular number of hours or days. CONSULTANT agrees, however, that his other contracts and services shall not interfere with the performance of his services under this Agreement. AGENCY agrees to coordinate project schedules, respective commencements and deadlines with CONSULTANT.

5. **INDEPENDENT CONSULTANT RELATIONSHIP:** CONSULTANT is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of AGENCY. AGENCY shall determine the work to be done by CONSULTANT, but

CONSULTANT shall determine the legal means by which it accomplishes the work specified by AGENCY. This Agreement shall not be construed to create any employer-employee relationship between AGENCY and CONSULTANT.

6. **RECORDS ACCESS AND AUDITS:** CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by AGENCY representatives for three (3) years after final payment. Copies shall be made available upon request.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES**: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by AGENCY on behalf of CONSULTANT or the employees or independent contractors of CONSULTANT. CONSULTANT and its employees or independent contractors shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONSULTANT is responsible to pay, according to law, CONSULTANT's income tax. CONSULTANT may be liable for self-employment (Social Security) tax to be paid by CONSULTANT according to law.

8. **LICENSES AND LAW:** CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary, as well as all licenses (if any) required to perform the services under this Agreement. CONSULTANT further agrees to comply with all applicable laws, ordinances, and codes of Federal, State and local governments in the performance of the services hereunder.

9. **FRINGE BENEFITS:** Because CONSULTANT is engaged in its own independently established business, CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of AGENCY.

10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONSULTANT shall supply, at CONSULTANT's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

11. **PROPRIETARY RIGHTS:** With the exception of computer models created by CONSULTANT, all other data, materials, reports, maps, graphics, tables, memoranda and other documents or products developed under this Agreement whether finished or not shall become the property of AGENCY, shall be forwarded to AGENCY at its request and may be used by AGENCY as it sees fit. AGENCY agrees that if it uses products prepared by CONSULTANT for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONSULTANT harmless therefore.

12. **CONFIDENTIALITY:** CONSULTANT agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda and other documents, unless and until AGENCY signifies its written approval that such work product may be published as final work product. AGENCY reserves the right to distribute the final work product as it sees fit, provided that CONSULTANT may use final reports as approved and adopted by the AGENCY Board of Commissioners in the marketing of its firm.

13. **TERM OF AGREEMENT:** This Agreement shall be effective February 19, 2025, and shall continue through completion of the services described in the approved Task Order(s), unless earlier terminated as described in Section 20 of this Agreement. Unless otherwise agreed to, CONSULTANT will begin to perform the requested services described in each Task Order upon written notice to proceed issued by the Board Chair, and will diligently continue work until the services are completed or until this Agreement terminates as described in Section 20 of this Agreement. AGENCY and CONSULTANT acknowledge that this Agreement may be extended upon mutual agreement of the CONSULTANT and AGENCY, and that CONSULTANT and AGENCY may amend and/or issue new Task Order(s).

14. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits, attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

15. **GENERAL ADMINISTRATION AND MANAGEMENT**: The Executive Director and/or the Chair of the AGENCY, or their designee, shall be AGENCY's representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

16. **CHANGES TO THE SCOPE OF SERVICES:** AGENCY reserves the right to makes changes from time to time in the scope of the services identified in the Task Order(s) to be performed hereunder.

17. **AMENDMENTS:** This Agreement may be amended only in writing, upon mutual agreement of both AGENCY and CONSULTANT.

18. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that CONSULTANT shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of AGENCY.

19. **SUBCONSULTANTS:** CONSULTANT may propose to AGENCY the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the work. AGENCY shall have the right to approve the use of SUBCONSULTANTS and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any work by SUBCONSULTANTS, and such approval shall be in writing. AGENCY shall also determine whether the selection of subconsultants should be made through any required selection process or through a selection process AGENCY deems in its best interest. AGENCY shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by AGENCY in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by AGENCY in writing. AGENCY shall have no liability to said SUBCONSULTANTS and CONSULTANTS shall be responsible for work by the SUBCONSULTANTS and payment to said SUBCONSULTANTS.

20. TERMINATION OF AGREEMENT:

(a) **FOR CAUSE**: If, through any cause, the CONSULTANT shall fail to fulfill its obligations under this Agreement, or if the CONSULTANT shall violate any of the

covenants, agreements, or stipulations of this Agreement, AGENCY shall thereupon have the right to terminate this Agreement by giving written notice to the CONSULTANT and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to AGENCY by virtue of any breach of this Agreement by the CONSULTANT, and AGENCY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due AGENCY from the CONSULTANT is determined. In any case, CONSULTANT's liability by virtue of any breach of this Agreement shall not exceed the contract amount. CONSULTANT shall also provide AGENCY all products or works generated prior to date of termination. All products or work generated, whether complete or not, are the property of AGENCY, as set forth in Section 11 of this Agreement.

(b) **TERMINATION FOR CONVENIENCE**: AGENCY or CONSULTANT may terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to the non-terminating party. If this Agreement is terminated by AGENCY as provided herein, CONSULTANT shall be paid an amount for the actual services performed in accordance with this Agreement through the termination date. CONSULTANT shall also provide AGENCY all products or works of consulting generated to date of termination.

21. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To AGENCY:

David Villarreal, Chair Pocatello Development Authority 911 N. 7th Avenue Pocatello, ID 83201

To CONSULTANT:

Brad Cramer Perspective Planning and Consulting, LLC 1742 Avalon Street Idaho Falls, Idaho 83402

22. **DISCRIMINATION PROHIBITED:** In performing the services required herein, CONSULTANT shall not discriminate against any person on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for termination of the

Agreement by Agency, in whole or in part, and may result in ineligibility for further work for Agency.

23. **WARRANTY:** CONSULTANT warrants that all services will be performed in good faith and in a workmanlike manner. CONSULTANT acknowledges that it will be liable for any breach of this warranty.

24. **INDEMNIFICATION:**

(a) CONSULTANT agrees to indemnify, defend and hold harmless AGENCY, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with CONSULTANT's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by CONSULTANT or CONSULTANT's agents, employees, or representatives. In case any action or proceeding is brought against AGENCY or its officers, agents or employees by reason of or arising out of connection with CONSULTANT's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, consultant, upon written notice from AGENCY, shall at CONSULTANT's expense, resist or defend such action or proceeding.

(b) AGENCY agrees to indemnify, defend and hold harmless CONSULTANT, and its officers, agents and employees, from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with AGENCY's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by AGENCY or AGENCY's agents, employees, or representatives. In case any action or proceeding is brought against CONSULTANT or its officers, agents or employees by reason of or arising out of connection with AGENCY's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, AGENCY, upon written notice from CONSULTANT, shall at AGENCY's expense, resist or defend such action or proceeding.

25. **INSURANCE:** CONSULTANT shall maintain Automobile Insurance, Statutory Workmen's Compensation Insurance Coverage, Employer's Liability, Professional Liability Insurance, and Comprehensive General Liability Insurance coverage. The Professional Liability Insurance and Comprehensive General Liability Insurance shall have minimum limits of one million dollars (\$1,000,000) per occurrence.

26. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

27. **APPLICABLE LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

28. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

29. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

30. **DISPUTES:** In the event that a dispute arises between AGENCY and the CONSULTANT regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties may first endeavor to settle the dispute in an amicable manner by mediation. If the parties elect to mediate their dispute, the parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Pocatello, Idaho unless otherwise agreed by the parties in writing. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity. If the parties do not mutually agree to mediate the dispute, either party may pursue any rights or remedies it may have at law.

31. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby, and their respective successors and assigns.

32. **THIRD PARTY BENEFICIARIES:** AGENCY and CONSULTANT are the only parties to this Agreement. The parties do not intend that any non-party or third party will have any rights whatsoever under this Agreement.

33. **COORDINATION WITH OTHER CONSULTANTS:** CONSULTANT recognizes that AGENCY has or may enter into agreements with other consultants that provide other services. Upon request, CONSULTANT agrees to coordinate with and work in conjunction with other consultants when the need arises.

34. **STANDARD OF CARE:** CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by AGENCY, except in such circumstances that CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable or incomplete. CONSULTANT shall provide prompt notice to AGENCY if CONSULTANT becomes aware of any errors, omissions or inconsistencies in such information.

35. **CONFLICTS OF INTEREST.** CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services described hereunder. CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest.

36. **ANTI-BOYCOTT AGAINST ISRAEL ACT**. Pursuant to Idaho Code § 67-2346, if payments under this Agreement exceed one hundred thousand dollars (\$100,000) and CONSULTANT employs ten (10) or more persons, CONSULTANT certifies that it is not

currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE 37. GOVERNMENT OF CHINA PROHIBITED. Pursuant to Idaho Code § 67-2359 CONSULTANT, by entering into this Agreement, hereby certifies it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING 38. **CERTAIN SECTORS.** Pursuant to Section 67-2347A, Idaho Code, CONSULTANT, its wholly owned subsidiaries, majority owned subsidiaries, parent companies and affiliates, are not currently engaged in, and will not for the duration of this Agreement, as may be amended, engage in, a boycott of any individual or company because the individual or company (a) engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or agriculture; or (b) engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in Section 18-3302(2)(d), Idaho Code.

IN WITNESS WHEREOF, AGENCY and CONSULTANT have executed this Agreement as of the effective date specified above.

Date:

Urban Renewal Agency of the City of Perspective Planning and Consulting, LLC Pocatello, Idaho, also known as Pocatello Development Authority "AGENCY"

"CONSULTANT"

Bv:

Printed Name: Brad Cramer Title: Manager

By: Printed Name: David Villarreal Title: Chair

Date: February 19, 2025

ATTEST:

Aceline McCulla, Secretary

Date: February 19, 2025

EXHIBIT A

TASK ORDER

Task Order No.: Date: Project Title: Project Description:

Expected Deliverable:

Anticipated Timeline:

Anticipated Cost:

Urban	Re	enewal	Agen	cy	of	the	City	of	Pe
Pocatel	lo,	Idaho,	also	kn	own	as	Pocate	ello	"(
Development Authority									
"AGENCY"					B				

By:_____ Printed Name: David Villarreal Title: Chair

erspective Planning and Consulting, LLC CONSULTANT"

-			
I	_	* 7	
I	7	v	

y:_____ Printed Name: Brad Cramer Title: Manager

Date: _____

Date:

ATTEST:

Printed Name: Title: Secretary

Date: _____

EXHIBIT B

RATES

Brad Cramer

Technical Assistance to Agency/General Planning Consulting Services	\$165.00/hour
Other (Examples Below)	\$165.00/hour
Work Related to Study of Certain Geographic Areas for Eligibility;	
Preparation of Eligibility Report; Meeting with Property Owners,	
Developers and Others; Presentations to Agency Board and City	
Council Regarding Eligibility; and Similar Tasks Related to	
Eligibility	
Work Related to Preparation of an Economic Feasibility Study;	
Meeting with Property Owners, Developers and Others; Economic	
Projections; Identification of Eligible Projects and Costs;	
Presentations to Agency Board and City Council Regarding	
Economic Feasibility; Coordination with Agency and Legal	
Counsel on Preparation of the Urban Renewal Plan	
Work Related to RAA Termination Planning; Identification of	
Projects; Projections; Termination Implementation	
Paid for travel time with no mileage reimbursement	\$65.00/hour

4891-1769-7352, v. 1

Pocatello Development Authority

City of Pocatello - PDA 911 N 7th Avenue Pocatello ID 83201 208.234.6184

Task Order #1

Effective Date: February 19, 2025

Project Title: Review of Certain Geographic Area for Eligibility Pursuant to Chapters 20 and 29, Title 50, Idaho Code, and Preparation of an Eligibility Report (Proposed New Revenue Allocation Area including area from a To Be Terminated Revenue Allocation Area).

Project Description No.1: Review specific geographic areas as directed by the Board Chair and/or Executive Director and work to determine boundaries of the proposed study area, which area is generally located east of Pole Line Road, south of W. Quinn Road, west of McKinley Avenue, and north of Eldredge Road. Work on preparing the eligibility report.

Expected Deliverable for No. 1: Present draft eligibility report for the area reviewed to the Board at the time of the April 2025, Board Meeting. Agency Board consideration of the eligibility report at the time of the May Board Meeting.

Timeline: City Council consideration of the eligibility study in June 2025; if approved, then City Council consideration of the plan prior to December 31, 2025.

Anticipated Cost: Estimated cost for preliminary geographic review and preparation of the eligibility study is \$7,000.00.

Urban Renewal Agency of the City of Pocatello, Idaho, also known as Pocatello Development Authority "AGENCY"

By: Printed Name: David Villarreal Title: Chair

Date: February 19, 2025

ATTEST:

Perspective Planning and Consulting, LLC "CONSULTANT"

By: Brad bane

Printed Name: Brad Cramer Title: Manager

Date: 2/10/25

Aceline McCulla, Secretary Date: February 19, 2025

BRAD CRAMER, MPA, AICP

Idaho Falls, ID 83402 | (208) 589-0020 | brad@perspective-planning.com | LinkedIn

Planning and Project Manager Profile

Versatile and accomplished leader with expertise in land use planning, implementation plans, project management, public engagement strategies, policy development, and relationship building.

Versatile leader adept at leading planning, policy and program development processes and creating and executing implementation strategies. Ability to support governmental relations programs to build cohesive relationships with stakeholders, agency, and teams. Proven success in spearheading and delivering projects that impacted the community and achieved long-range goals within time and budget constraints. Excellent communication skills including strong public speaking, people management, and media.

CORE PROFICIENCIES

Land Use Planning | Policy Development & Analysis | Change Management | Community Engagement | Relationship Building | Project & Program Management | Code Writing and Development | Communication & Negotiation | Budget Management | Conflict Resolution | Team Building & Leadership

PROFESSIONAL EXPERIENCE

Perspective Planning and Consulting, LLC January, 2023-Present Owner

Owner of business founded with the mission to provide access to professional planning services to small communities. Perspective Planning offers land use planning services including audits of comprehensive plans and zoning and subdivision codes, plan and code writing, plan implementation strategies, tax increment financing feasibility studies, development plan review, grant writing, community outreach, report writing, permitting and entitlement, and presentations and training. Perspective Planning also offers urban renewal services ranging from agency creation and management, budgeting, eligibility reports, and financial feasibility studies. Services vary from fixed price to hourly.

Idaho National Laboratory January, 2023-2025 Campus Master Planner

Responsible for development of campus plans for all INL facilities both in Idaho Falls and on the desert site. This includes facility, utility, transportation, and design guideline planning for five campuses and three test ranges. Coordination with space and land use planning programs. Outreach and communication with all programs, missions, and directorates at the laboratory to understand immediate and long-term needs. Implementation of the campus master plan through development of pre-conceptual plans for new buildings and facilities, special studies and reports. Develop relationships with external partners including surrounding communities and service providers. Manage annual budget of over \$2M.

Selected Accomplishments:

• Developed 50-year vision for a new research campus, the Energy Technology Proving Ground, with an accompanying 10-year implementation strategy.

BRAD CRAMER

- Migrated the campus master plan from a PDF, static document to an interactive ESRI Story map, including linkages to multiple live databases.
- Developed 10-year implementation plans for the Research and Education Campus and the Central Facilities Area, including a fiscal analysis of anticipated costs to budgets.
- Re-wrote internal development and aesthetic standards for the laboratory.

City of Idaho Falls 2013 to 2023

Director, Community Development Services Department

Lead overall operations of 16 staff such as hiring, personnel issues, and strategic program planning to ensure smooth workflow. Provide daily support to staff in researching, reporting, reviewing legal documents, budgeting, and meeting with developers and project managers. Develop and execute general city policies/procedures while collaborating with development and business community, elected officials, federal contractors, state government agencies, and other stakeholders. Ensure continuous city development and growth in conjunction with internal/external groups and organizations. Provide effective advice to mayor, city council, planning/zoning commission, and redevelopment agency for on-time resolution of issues regarding zoning, building activity, and urban renewal. Direct annual budget of over \$3M.

Selected Accomplishments:

- Developed Imagine IF plan to move Idaho Falls forward together in collaboration with city departments and citizens.
- Led critical municipal department to paperless workflow through the introduction of digital permit and project management systems.
- Successfully demonstrated strong leadership and ability to execute change management through mentorship and career path development of all staff members.
- Conducted a two-year rewrite and update process of the zoning code for the 4th largest city in Idaho, resulting in direct improvements to the development and regulation process.
- Conceptualized community-wide public engagement strategy with innovative techniques to accommodate COVID-19 restrictions.
- Oversaw project to create a downtown master plan and implementation strategy, which received the 2018 *Outstanding Plan Award* from the Idaho Chapter of the APA.

City of Idaho Falls 2007 to 2013 Assistant Planning Director/Zoning Administrator

Drove operational excellence by leading day-to-day activities of city planning division. Adhered to city ordinances by reviewing site and subdivision plans. Engaged with developers to discuss potential/current projects. Acted as point of contact for citizens to resolve queries regarding projects affecting neighborhoods as well as responded to zoning, subdivision, and sign code interpretation/enforcement related questions. Crafted and presented staff reports for current projects to planning/zoning commission and board of adjustment. Oversaw code enforcement staff in enforcement of nuisance codes.

Selected Accomplishments:

- Co-created award-winning comprehensive plan by conducting detailed research.
- Increased process efficiency and effectiveness by developing new templates and structure for key departmental reports.
- Established new city commission while focusing on beautification efforts at request of city council, the commission was given City Achievement Award by the Association of Idaho Cities.

Additional Experience:

Professional Development Officer, Idaho APA 2024-present

BRAD CRAMER

- Facilitator, Arbinger Institute (Internal to City of Idaho Falls only)
- Code Enforcement Officer, City of Idaho Falls
- Self-Employed, Pocatello
- Landscape Designer/Crew Foreman, Evergreen Services

EDUCATION

PhD Student in Environmental Science | University of Idaho

Master of Public Administration | Idaho State University

Bachelor of Arts in International Studies, emphasis in Political & Economic Development | Idaho State University

Associate of Arts in General Studies | BYU-Idaho

CERTIFICATIONS

Certified Planner through the American Institute of Certified Planners | Certified Community Development Block Grant Administrator

AWARDS & RECOGNITIONS

Distinguished Under 40, Idaho Falls Chamber of Commerce

American Planning Association, Idaho Chapter 2015 Outstanding Plan award for Idaho Falls Comprehensive Plan Association of Idaho Cities, City Achievement Award for Public Outreach, Idaho Falls Zoning Ordinance YouTube Videos American Planning Association, Idaho Chapter 2018 Outstanding Plan award for Idaho Falls Downtown Master Plan and Implementation Strategy

Action Item 6

2024 ANNUAL REPORT

Pocatello Development Authority



Board of Commissioners (During 2024)

David Villarreal, Jr (Chair) Bannock County Commissioner Jeff Hough (Vice-Chair) Pocatello Mayor Brian Blad Jim Johnston Councilwoman Linda Leeuwrik Kirk Lepchenske Fred Parrish Nathan Richardson Ruby Walsh

PDA/City Staff

Brent McLane (Executive Director)

Thane Sparks (Treasurer)

Aceline McCulla (Secretary)

Merril Quayle (Public Works Development Engineer)

Profile of the Pocatello Development Authority

The Pocatello Development Authority was created by the City of Pocatello in 1988 by Resolution 1988-13 in accordance with the Urban Renewal Law of 1965 and the Local Economic Development Act. The Authority is an independent public body, corporate, political and a discrete component of the City of Pocatello.

The purpose of the Pocatello Development Authority is to promote urban renewal projects in areas designated by the City of Pocatello to be deteriorating and to implement the rehabilitation, conservation, redevelopment, or a combination thereof, of such area or areas, in the interest of the public health, safety, morals, or welfare of the residents of the City of Pocatello. The Authority is to afford maximum opportunity, consistent with the needs of the City of Pocatello as a whole, to rehabilitate or redevelop urban renewal areas by private enterprise.

The Board of Commissioners of the Pocatello Development Authority consists of nine members. Membership includes the President of the Pocatello City Council; a member of the Board of Bannock County Commissioners (or designee); the Mayor of the City of Pocatello; one member with financial expertise such as accounting, banking or lending-institution experience; one member from the education community; and four other members from the citizenry at large. Each commissioner serves a four (4) year term and may serve up to two (2) consecutive terms or eight (8) years. Terms are staggered in such a fashion that no more than two Board members expire in any given year.

At the regular meeting in October, the Board elects the Chairman, Vice-Chairman, Secretary, and Treasurer for a term of one year. The Board may also appoint other positions as may be determined necessary. The Chairman of the Board is the chief presiding officer of the Pocatello Development Authority. The Chairman executes all deeds, bonds, contracts and other legal documents authorized by the Board. Some of the Chairman's duties may be delegated by the Board to the Executive Director of the Authority.

HOW DOES THE PDA WORK?

The Pocatello Development Authority (PDA) works with the City of Pocatello, Bannock Development Corporation and the private sector to remedy blighted and/or deteriorating or deteriorated areas in accordance with Idaho State Law. The PDA administers the funding for this process using tax increment financing according to an urban renewal plan approved by the local legislative body.

The City of Pocatello (via the City Council) is responsible for determining which areas of the City qualify under urban renewal law to be categorized as deteriorated or deteriorating and considered as an urban renewal area (URA). These areas typically lack adequate infrastructure, which may include water, sewer, power, roads or access. These improvements are in most cases too costly for a developer (or the City) to fund up-front and in many cases includes property outside of the primary developer's control.

Once an urban renewal area is established, the City recruits businesses or works through other recruiting efforts such as Bannock Development Corporation to attract businesses to these areas. Businesses that are interested in moving are looking for a site that makes business sense and, in some instances, will consider moving if there is financial aid for infrastructure development or other construction costs such as demolition. This is where the PDA steps in, through the use of tax increment financing (TIF).

Tax increment financing is a mechanism that allows for funding of urban renewal projects according to an adopted urban renewal plan. When the City establishes a TIF district the value of the property in the district is frozen at its current valuation, creating the base value. The property taxes collected on this base value continue to be distributed to the various taxing entities providing services to that property, (e.g., cities, counties, and school districts), but the property taxes paid on the increased valuation goes to the Pocatello Development Authority (property values typically increase due to new development based on added value). The PDA can issue bonded debt, based upon expected valuation increases, or provide reimbursement to provide funding for infrastructure or site development necessary for the business to build in the district. Approximately two years after the business has moved in, property taxes begin to be collected on the increased valuation and allocated to the Authority to pay debt or reimburse costs. If planned projects are completed and all debt is paid prior to the maximum 20 year period the district may be closed "early" and the added valuation is returned to the various taxing districts.

The mission of the Pocatello Redevelopment Agency (PDA) is to strengthen the tax base of the City of Pocatello and Bannock County through the encouragement of growth and development within the Portneuf Valley. To achieve this goal, four urban renewal districts are currently open. Through the financing of public improvements such as water, sewer, streets, and storm drainage facilities, the PDA has contributed the following to the tax base:

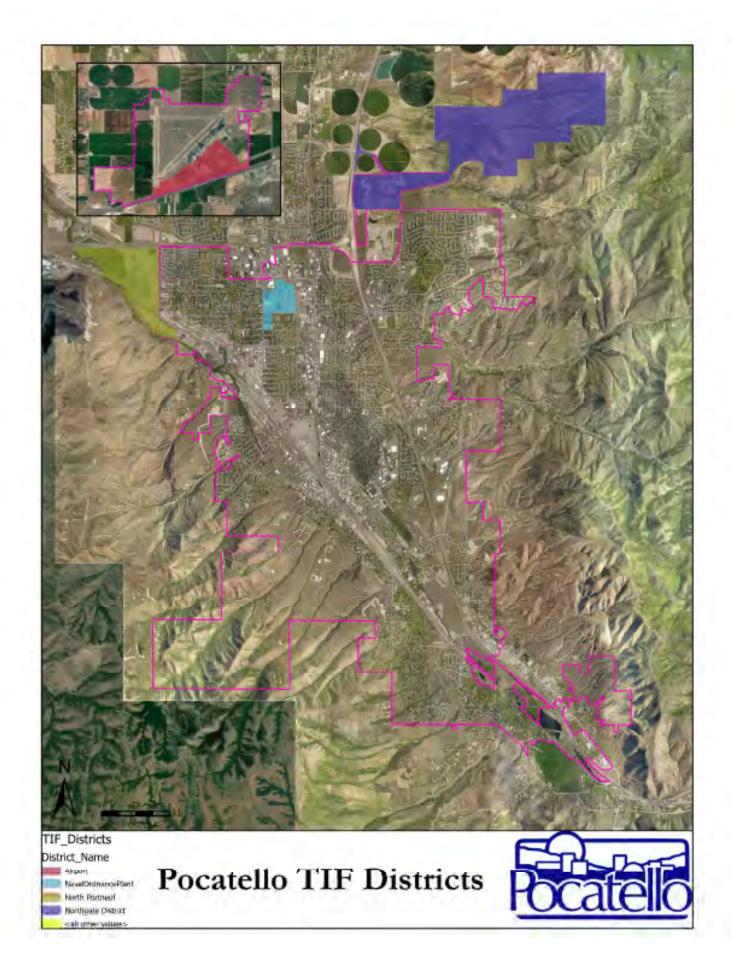
Urban Renewal District	Year Created	Year of Termination	Tax Increment Value, 2024
Naval Ordnance Plant District	2006	2030	\$155,967
North Portneuf District	2007	2030	\$96,025
Pocatello Regional Airport District	2010	2033	\$80,182
Northgate District	2019	2039	\$592,959

The land area of these four urban renewal districts is approximately 3,032 acres. Of the total district land area about 589 acres are located in Power County and the remaining 2,443 acres are located in Bannock County. The amount of land that is within a district located within the Pocatello city limits is approximately 1,128 acres, or 5.39% of the City's total land area. The Fiscal Year 2024 tax increment value of all districts was about \$925,775. This was an increase in increment value of approximately \$275,045 from last year.

In the year 2024, the following progress was made in the PDA's Urban Renewal Districts:

- Pocatello Quinn LLC IRG (Industrial Realty Group) completed their building improvements with TIF funds per the Owner Participation Agreement (OPA) on improvements including painting, siding repairs, and replacing windows. The PDA is continuing discussions about further upgrades to the facility.
- The Northgate District has seen continued activity in the development of the multi-family portion of the district. In 2023 the PDA began to see increment generated in the Northgate District, and in 2024 the increment value took a significant step. In 2024, the increment value increased from \$331,327 to \$592,959 an increase of 78.965%. The district has begun reimbursing contributing government entities.
- The PDA has engaged consultant services with SB Friedman to complete the feasibility study for a potential new district in the South 5th Corridor.





NAVAL ORDNANCE PLANT DISTRICT

Established:	2006
Expires:	2030
2024 Tax Increment:	\$155,967
Fund Balance:	\$47,293
Bonded Debt:	None
Non-Bonded Debt:	None

Some Companies Currently in the District:

IRG Realty Advisers LLC SME Steel Virginia Transformer VTCU Corp. Mountainland Supply LLC Western Industrial Motor and Machine McNabb Manufacturing LLC Novatech PC Pocatello Storage and Logistics LLC The Portneuf Valley Soccer Club



Improvements:

Most recently the improvements to the facades of the buildings in the Naval Ordnance Plant were completed per the Owner Participation Agreement (OPA). Pocatello Quinn LLC - IRG has invested great energy into rebranding the facility into the Titan Center and is looking forward to future potential opportunities to partner with the PDA. Additionally, IRG is actively pursuing new tenants and is looking to developing a new commercial center along Quinn Road on the northern end of the property. The Portneuf Valley Soccer Club is expected to open its new indoor soccer facility in March 2025.



2025 Aerial of Titan Center (NOP URA)

NORTH PORTNEUF DISTRICT

Established:	2007
Expires:	2030
2024 Tax Increment:	\$96,025
Fund Balance:	\$1,595,609
Bonded Debt:	None
Non-Bonded Debt:	None

Some Companies Currently in the District:

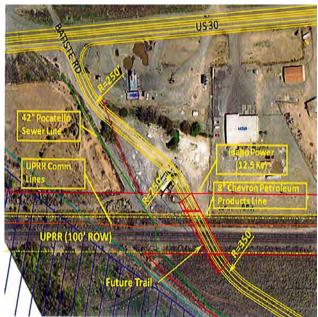
Portneuf Capital Great Western Malt Reddaway Salmon River Diesel Shop Idaho Materials



2025 Aerial of North Portneuf District

Improvements:

The PDA has engaged with Keller Engineering to create a preliminary design for a rail crossing and access road to connect River Park Way to US Highway 30. This connection would be vital to the growth of industry in the North Portneuf District, as it would provide a primary truck route that would reduce travel time and carbon foot print. Additionally, Portneuf Capital LLC has nearly completed the removal of the concrete structures of the remaining Hoku development. This cleanup is key to the redevelopment of this site.



Draft design of the potential rail crossing

POCATELLO REGIONAL AIRPORT DISTRICT

Established:	2010
Expires:	2033
2024 Tax Increment:	\$80,182
Fund Balance:	\$46,012
Bonded Debt:	None
Non-Bonded Debt:	None

Some Companies Currently in the District:

McNabb Trucking Peterson Inc. Driscoll Tophay LLC KASE/Warbonnett Inc. Larson & Associates Inc.



Peterson Inc.

Improvements:

Bannock Development Corporation has been working to develop a master plan encompassing some of the property around the airport aviation property. This plan incorporates property located within the Airport District, and will help to direct the future growth and development of this area. Additionally, the PDA is working with the City of Pocatello to finalize a right-of-way plat for a road network and future rezoning to provide clarity for future investors of what land is available for development.



Aerial photo of the Pocatello Regional Airport

NORTHGATE DISTRICT

Established:	2019
Expires:	2039
2024 Tax Increment:	\$592,959
Fund Balance:	\$341,439
Bonded Debt:	None
Non-Bonded Debt:	None

Some Projects Currently in the District:

Kartchner Homes Multi-Family Development

Northgate Villas Division 1.

Portneuf Health Trust North Campus

Beard, St. Clair, & Gaffney Attorneys BBSI



Aerial photo of the Northgate District, 2025

Improvements:

The Crossings Division 1 and 2 are about 60 percent filled. There has also been progress in the development of Northgate District Division 2 with the extension of sewer and water infrastructure, as well as, District Lane and District Drive, which consists of 14 commercial lots are ready for development. The new Northgate Villas has twenty nine lots, an extension of Fairgrounds Road. In the district, the Beard, St. Clair, & Gaffney Attorneys and the BBSI office building was completed in 2024.



Beard, St. Clair, & Gaffney Attorneys and the BBSI office building