

Pocatello Development Authority

Board of Commissioners Meeting
January 16, 2013 – 11:00 a.m.
Paradise Conference Room

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

An urban renewal agency for the City of Pocatello, Idaho

11:00 a.m.

Call to order – Ryan Ward

Acknowledge guests of the Board

Disclosure of conflicts of interest

Agenda – add or delete action or discussion items

Action and Discussion Items:

Minutes of December 19, 2012 – Motion to approve and/or amend

Financial Report: December Income and Expenses

Payment Request – South Valley Connector Reimbursement

Payment Request – Hoku Site/Temporary Railroad Crossing
Reimbursement

General Discussion: Jim Manning – Gateway West Industrial Center

Dave Swindell – North Yellowstone Bond Refinance

Items from staff:

Items from Commission members:

Upcoming Events:

Executive Session:

Matters exist for discussion in an executive session as per I.C. 67-2345 (1) (e)

Motion: "I move that we enter into an executive session as per Idaho Code 67- 2345 (1) (e) to consider preliminary negotiations involving matters of trade or commerce in which the PDA may be in competition with other jurisdictions."

Adjourn

4:15 PM
01/14/13
Accrual Basis

Pocatello Development Authority
Profit & Loss by Class
December 2012

	<u>1-General Fund</u>	<u>2-Central Corridor</u>	<u>3-North Yellowstone</u>	<u>TOTAL</u>
Income				
Interest Income	17.26	523.21	22.54	563.01
Property Taxes	0.00	2,782.93	0.00	2,782.93
Total Income	<u>17.26</u>	<u>3,306.14</u>	<u>22.54</u>	<u>3,345.94</u>
Gross Profit	17.26	3,306.14	22.54	3,345.94
Expense				
Administrative	146.13	0.00	0.00	146.13
Total Expense	<u>146.13</u>	<u>0.00</u>	<u>0.00</u>	<u>146.13</u>
Net Income	<u>-128.87</u>	<u>3,306.14</u>	<u>22.54</u>	<u>3,199.81</u>

4:14 PM

01/14/13

Accrual Basis

Pocatello Development Authority
Balance Sheet by Class
 As of December 31, 2012

	1-General Fund	2-Central Corridor	3-North Yellowstone	4-Naval Ordinance	6-North Portneuf
ASSETS					
Current Assets					
Checking/Savings					
Checking Wells Fargo	243,812.63	581,297.21	-148,139.73	415,635.04	210,902.91
Restricted Cash Bond 16839700	0.00	12.61	-12.61	0.00	0.00
Savings Wells Fargo	132,980.37	4,109,877.46	0.00	0.00	0.00
Zions 2004A Bnd Fnd 7110526A	0.00	0.00	0.64	0.00	0.00
Zions Bnd Reserve Fnd 7110526B	0.00	0.00	681,900.00	0.00	0.00
Zions Rev Alloc Fnd 7110526	0.00	0.00	2,059,161.57	0.00	0.00
Total Checking/Savings	376,793.00	4,690,987.28	2,592,909.87	415,635.04	210,902.91
Accounts Receivable					
Accounts Receivable	50,000.00	596,867.85	0.00	0.00	0.00
Total Accounts Receivable	50,000.00	596,867.85	0.00	0.00	0.00
Other Current Assets					
Accrued Interest Income	1.11	33.75	21.12	0.00	0.00
Property Tax Receivable	0.00	31,478.63	36,335.11	0.00	9,407.86
Total Other Current Assets	1.11	31,512.38	36,356.23	0.00	9,407.86
Total Current Assets	426,794.11	5,319,367.51	2,629,266.10	415,635.04	220,310.77
TOTAL ASSETS	426,794.11	5,319,367.51	2,629,266.10	415,635.04	220,310.77
LIABILITIES & EQUITY					
Liabilities					
Long Term Liabilities					
Deferred Notes Receivable Rev	50,000.00	596,867.85	0.00	0.00	0.00
Deferred Tax Revenues	0.00	25,929.55	36,335.11	0.00	9,407.86
Total Long Term Liabilities	50,000.00	622,797.40	36,335.11	0.00	9,407.86
Total Liabilities	50,000.00	622,797.40	36,335.11	0.00	9,407.86
Equity					
Fund Balance	377,140.34	4,684,548.36	2,528,220.19	415,635.04	210,902.91
Opening Balance Equity	0.00	0.00	64,643.86	0.00	0.00
Net Income	-346.23	12,021.75	66.94	0.00	0.00
Total Equity	376,794.11	4,696,570.11	2,592,930.99	415,635.04	210,902.91
TOTAL LIABILITIES & EQUITY	426,794.11	5,319,367.51	2,629,266.10	415,635.04	220,310.77

4:14 PM

01/14/13

Accrual Basis

Pocatello Development Authority
Balance Sheet by Class
As of December 31, 2012

TOTAL

ASSETS

Current Assets

Checking/Savings

Checking Wells Fargo	1,303,508.06
Restricted Cash Bond 16839700	0.00
Savings Wells Fargo	4,242,657.83
Zions 2004A Bnd Fnd 7110526A	0.64
Zions Bnd Reserve Fnd 7110526B	681,900.00
Zions Rev Alloc Fnd 7110526	2,059,161.57

Total Checking/Savings 8,287,228.10

Accounts Receivable

Accounts Receivable 646,867.85

Total Accounts Receivable 646,867.85

Other Current Assets

Accrued Interest Income 55.98
Property Tax Receivable 77,221.60

Total Other Current Assets 77,277.58

Total Current Assets 9,011,373.53

TOTAL ASSETS

9,011,373.53

LIABILITIES & EQUITY

Liabilities

Long Term Liabilities

Deferred Notes Receivable Rev 646,867.85
Deferred Tax Revenues 71,672.52

Total Long Term Liabilities 718,540.37

Total Liabilities

718,540.37

Equity

Fund Balance 8,216,446.84
Opening Balance Equity 64,643.86
Net Income 11,742.46

Total Equity 8,292,833.16

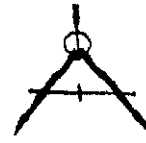
TOTAL LIABILITIES & EQUITY

9,011,373.53

PAYMENT REQUEST
FOR
SOUTH VALLEY
CONNECTOR



ENGINEERING DEPARTMENT
911 N. 7th
P.O. Box 4169
Pocatello, Idaho 83205-4169
(208) 234-6225 FAX (208) 234-6296



January 8, 2013

Pocatello Development Authority
C/o Lonnie Crowell, Director
City of Pocatello
PO Box 4169
Pocatello, ID 83205

Dear Lonnie:

Please consider this as the City's formal request for reimbursement of City of Pocatello funds for the South Valley Connector Project in the amount of \$197,445.00. The City recently paid this amount to the State as the local match for the Phase 1A Advanced Construction Project. This is the portion of the project that was advanced in order to retain federal earmark funds and includes construction between South 2nd Avenue and South 5th Avenue, minus the I-15 structures. The Phase 1A project has been approved and the earmark funds have been obligated to the project. The State will advertise the project for public bid in January or February of 2013. The remainder of the South Valley Connector Project will follow a few months later.

Last July, the PDA reimbursed the City for monies deposited into county court for the Isley and Christensen properties. The Christensen money still resides with the county as the lawyers continue to negotiate. The county released the Isley money to the City after the judge dismissed the case. The City used those funds plus other funds to reach an agreement with Mr. Isley. The amount that is eligible for federal reimbursement is still under consideration.

If you have any questions concerning this request, please contact me.

Sincerely,

Deirdre Castillo, City Engineer

Enc. - Copy of check, State/Local Construction Agreement

CITY OF POCATELLO • POCATELLO, IDAHO 83205-4169

INVOICE DATE	INVOICE NO.	INVOICE AMOUNT	INVOICE DATE	INVOICE NO.	INVOICE AMOUNT
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12/18/2012 CHEYENNE E 197,445.00



VENDOR'S NAME	PAYMENT DATE	CHECK NO.	REMITTANCE TOTAL
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IDAHO TRANSPORTATION DEPT POCATELLO 12/19/2012 7070101 \$****197,445.00

ORIGINAL DOCUMENT PRINTED ON CHEMICAL REACTIVE PAPER WITH MICROPRINTED BORDER

CITY OF POCATELLO

 12/19/2012

U.S. BANK
 BANK OF AMERICA
 POCATELLO, IDAHO

PAY TO THE ORDER OF DATE CHECK NO. PAY AMOUNT

\$****197,445 00 12/19/2012 7070101 \$****197,445.00

ONE HUNDRED NINETY SEVEN THOUSAND FOUR HUNDRED FORTY FIVE AND 00/100 DOLLARS

TO:
 IDAHO TRANSPORTATION DEPT POCATELLO
 DISTRICT 05 (ATTN: JESSE BARRUS)
 PO BOX 2700
 POCATELLO ID 83205-4700

VOID AT SIGNATURE

THE REVERSE SIDE OF THIS DOCUMENT INCLUDES A SECURITY SCREEN BACKER

⑈7070101⑈ 68281057098 458895059757⑈

STATE/LOCAL AGREEMENT
(CONSTRUCTION)
SOUTH VALLEY CONNECTOR, POCATELLO
BANNOCK COUNTY
KEY NO. 10735

PARTIES

THIS AGREEMENT is made and entered into this _____ day of _____, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereafter called the State, and the CITY OF POCATELLO, acting by and through its Mayor and Council, hereafter called the Sponsor:

PURPOSE

The Sponsor has requested federal participation in the costs of constructing South Valley Connector which has been designated as Project No. A010(735). This Agreement sets out the responsibilities of the parties in the construction and maintenance of the project.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act in obtaining federal participation in the construction of the project.
2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23, U.S. Code (Highways) and rules and regulations prescribed or promulgated by the Federal Highway Administration.
3. Checks for funds owed by the Sponsor shall be made payable to the "Idaho Transportation Department", and mailed to the District Five Office at PO Box 4700, Pocatello, ID 83205-4700.

4. All information, regulatory and warning signs, pavement or other markings, and traffic signals, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.
5. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.
6. During construction, the latest edition of the State's Guide for Utility Management will be followed in all matters relating to utilities.
7. This State/Local Agreement (Construction) upon its execution by both Parties, supplements the State/Local Agreement (Project Development) by and between the same parties for the Cheyenne Overpass, Key No. 07508 project dated October 16, 1998.
8. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

SECTION II. That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of construction costs.
2. Advertise, open bids, prepare a contract estimate of cost based on the successful low bid and notify the Sponsor thereof.

3. Award a contract for construction of the project, based on the successful low bid, if it does not exceed the State's estimate of cost of construction by more than ten (10) percent. If the low bid exceeds the estimate by more than 10%, the bid will be evaluated, and if justified, the contract will be awarded and the Sponsor will be notified.
4. Obtain concurrence of the Sponsor before awarding the contract if the Sponsor's share of the low bid amount exceeds the amount set forth in Section III, Paragraph 1 by more than ten (10) percent.
5. Provide to the Sponsor sufficient copies of the Contract Proposal, Notice to Contractors, and approved construction plans.
6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise and inspect construction of the project in accordance with the plans and specifications in the manner required by applicable state and federal regulations. This engineer, or his authorized representatives, will prepare all monthly and final contract estimates and change orders, and submit all change orders to the Sponsor for their concurrence. If the Sponsor's share of any change order exceeds \$1,000.00, the State will submit a statement to the Sponsor indicating the amount owed by the Sponsor.
7. Notify the Sponsor when construction engineering and inspection (CE&I) costs have reached approximately 85% of the estimated cost for CE&I.
8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.
9. Upon completion of the project, after all costs have been accumulated and the final voucher paid by the Federal Highway Administration, provide a statement to the Sponsor summarizing the estimated and actual costs, indicating an adjustment for or against the Sponsor. Any excess funds transmitted by the Sponsor and not required for the project will be applied to

any outstanding balance the Sponsor may have on a previously completed project. If no such outstanding balance exists, the excess funds will be returned to the Sponsor.

10. Subject to the limitations hereinafter set forth, State shall indemnify, defend and save harmless Sponsor from and against any and all demands, claims or liabilities caused by or arising out of any negligent acts by State, or State's officers, agents, and employees while acting within the course and scope of their employment, which arise from this project. Any such indemnification hereunder by State is subject to the limitations of the Idaho Tort Claims Act (currently codified at chapter 9, title 6, Idaho Code). Such indemnification hereunder by State shall in no event cause the liability of State for any such negligent act to exceed the liability limits set forth in the Idaho Tort Claims Act. Such indemnification shall in no event exceed the amount of loss, damages, expenses or attorney fees attributable to such negligent act, and shall not apply to loss, damages, expenses or attorney fees attributable to the negligence of Sponsor.

SECTION III. That the Sponsor shall:

1. Pay to the State before the advertisement for bids, the amount of ONE HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS (\$197,445.00), which is the Sponsor's estimated share of the cost for construction plus preliminary engineering, and construction engineering & inspection (CE&I) by the State, and after deducting credit for the Sponsor's previous deposit as applies to Preliminary Engineering and the Sponsor's match for the project development services provided under Key No. 07508. The actual cost to the Sponsor will be determined from the total quantities obtained by measurement plus the actual cost of engineering and contingencies required to complete the work. Construction engineering and contingencies will be approximately 15% of the total construction cost.

2. Upon approval of the lowest qualified bid received, if the Sponsor's share exceeds the amount set forth in Section III, Paragraph 1, transmit to the State the Sponsor's portion of such excess cost.
3. Authorize the State to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications. Prior approval of the Sponsor will be obtained if it is necessary, during the life of the construction contract, to deviate from the plans and specifications to such a degree that the costs will be increased or the nature of the completed work will be significantly changed.
4. Designate an authorized representative to act on the Sponsor's behalf regarding action on change orders. That authorized representative's name is Deirdra Castillo, City Engr. Phone No. (208) 234-6587.
5. When change orders are submitted by the State for approval pursuant to Section II, Paragraph 6, the Sponsor or its authorized representative shall give approval of same as soon as possible, but no later than ten (10) calendar days after receipt of the change order. If approval is delayed, any claims due to that delay shall be the responsibility of the Sponsor.
6. Upon receipt of any statements referred to in Section II, Paragraphs 6 and 9, indicating an adjustment in cost against the Sponsor, promptly remit to the State a check or warrant in that amount.
7. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the entire roadway surface, shoulders, roadside cut and fill slopes, drainage structures, and such traffic control devices as are necessary for its safe and efficient utilization. Failure to maintain the project in a satisfactory manner will jeopardize the future allotment of federal-aid highway funds for projects within the Sponsor's jurisdiction.

8. Indemnify, save harmless, and defend, regardless of outcome the State from expenses of, and against suits, actions, claims, or losses of every kind, nature, and description, including costs, expenses, and attorney fees that may be incurred by reason of any negligence of the Sponsor in the work which is the subject of this Agreement.

EXECUTION

This Agreement is executed for the State by its Highways Program Oversight Engineer, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted corporate seal of the City of Pocatello.

IDAHO TRANSPORTATION DEPARTMENT

APPROVED BY:

Highways Program Oversight Engineer

Approved as to form

RECOMMENDED BY:


Deputy Attorney General

District Engineer

ATTEST:

CITY OF POCATELLO


City Clerk


Mayor

(SEAL)

By regular/special meeting
on Reviewed on 12/20/2012 and
Scheduled for ratification on 1/3/2013

hm:10735 SLAConst.docx

RESOLUTION NO. 2012-19 _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, AUTHORIZING THE EXECUTION OF A STATE/LOCAL AGREEMENT (CONSTRUCTION) BETWEEN THE STATE OF IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF POCATELLO SETTING OUT THE RESPONSIBILITIES OF THE STATE OF IDAHO TRANSPORTATION DEPARTMENT AND THE CITY OF POCATELLO IN THE CONSTRUCTION AND MAINTENANCE OF THE SOUTH VALLEY CONNECTOR PROJECT; PROVIDING THAT A COPY OF THIS RESOLUTION SHALL BE ATTACHED TO THE SAID AGREEMENT; PROVIDING THAT AN EXECUTED COPY OF THIS AGREEMENT AND RESOLUTION SHALL BE FURNISHED TO THE IDAHO TRANSPORTATION DEPARTMENT.

WHEREAS, the Idaho Transportation Department, hereinafter called the "State," has submitted an Agreement stating obligations of the State and the City of Pocatello, hereafter called the "City," for construction of the South Valley Connector; and

WHEREAS, the State is responsible for obtaining compliance with laws, standards, and procedural policies in the development, construction, and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the State involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, the State can only pay for work associated with the State Highway System; and

WHEREAS, the City is fully responsible for its share of project costs;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO AS FOLLOWS:

1. That the City Council hereby approves the execution of the State/Local Agreement (Construction) for Federal Aid Highway Project No. A010 (735).

2. That the City Clerk is hereby directed to verify that the Agreement is fully executed by the City of Pocatello and to ensure that the originals are returned to the Idaho Transportation Department.

3. That this Resolution be attached to the above-named Agreement and made a part thereof.

RESOLVED this 20th day of December, 2012.

CITY OF POCA TELLO, a municipal
corporation of Idaho



BRIAN C. BEARD, Mayor

ATTEST:



RUTH E. WHITWORTH, City Clerk



CITY CLERK'S OFFICE
911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83205
(208) 234-6215
Fax: (208) 234-6572

**EXCERPT OF UNAPPROVED MINUTES
REGULAR CITY COUNCIL MEETING
OF
CITY OF POCATELLO
JANUARY 3, 2013**

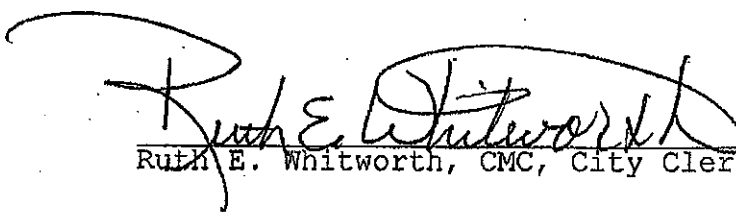
I, the undersigned, the duly qualified City Clerk of the City of Pocatello, do hereby certify that the following is an excerpt of Agenda Item #3(g) from the unapproved minutes of the January 3, 2013, meeting of the City Council of the City of Pocatello.

**EXCERPT OF UNAPPROVED MINUTES
AGENDA ITEM NO. 3(g)**

AGENDA ITEM NO. 3(g): Council was asked to ratify the adoption of RATIFICATIONS Resolution 2012-19 and authorize, subject to -RESOLUTION 2012-19 Legal Department review, the execution of a state/local agreement between the State of AND EXECUTION OF Idaho Transportation Department and City of AGREEMENT FOR SOUTH Pocatello for excavation, road construction VALLEY CONNECTOR and signalized intersection for a section of PROJECT the South Valley Connector Project.

A motion was made by Mr. Brown, seconded by Mr. Moore, to ratify and approve the adoption of Resolution 2012-19 and authorize, subject to Legal Department review, the execution of a state/local agreement between the State of Idaho Transportation Department and City of Pocatello for excavation, road construction and signalized intersection for a section of the South Valley Connector Project. Upon roll call, those voting in favor were Brown, Moore, Bray, Cooper and Johnston.


IN WITNESS WHEREOF, I have hereunto signed my name this 4th day of January, 2013.


Ruth E. Whitworth, CMC, City Clerk

**PAYMENT REQUEST
FOR
HOKU SITE/
RAILROAD CROSSING**

MEMORANDUM

TO: PDA Board of Commissioners

FROM: D. Taylor, Secretary 

DATE: Jan. 4, 2013

RE: Payment Request from City of Pocatello
Hoku Site/Temporary Railroad Crossing

It has come to the City's attention, via communication between Hoku legal counsel Joanne Hirase-Stacey and the Union Pacific Railroad (UPRR) that the one-time licensing fee of \$10,000.00 required under that certain Emergency Access Road Crossing Agreement entered into in October, 2011, between Hoku, the City, and UPRR (copy attached for reference; see page 2, Article II) has not been paid.

The Board may recall discussions in the fall of 2011 referring to the above-referenced agreement during which the City requested financial support from the PDA for costs incurred by the City necessary to provide a secondary access to the Hoku site. The above-referenced agreement provided for a temporary secondary access to the site pending the construction of an overpass to the site which Hoku has agreed to build. At the time the agreement was executed M. Quayle estimated the construction cost of the crossing to be in the neighborhood of \$80,000.00. In March, 2012, the Board approved an expenditure in the amount of \$37,758.00 for the benefit of the City for the costs incurred for the construction of the temporary railroad crossing at Philbin Road. M. Quayle advised the Board at that time that substantial savings for the cost of the temporary crossing were accomplished by altering the approach design and the road width of the temporary crossing.

Recently, upon its review of the agreement, UPRR has requested proof of payment of the \$10,000.00 one-time license fee. A review of both City financial records and PDA financial records failed to produce such proof, and the City now requests assistance from the PDA for payment of the \$10,000.00 one-time license fee to UPRR.

Without the secondary access, currently provided by the temporary railroad crossing at Philbin Road, Hoku will be at risk of not obtaining certificates of

occupancy for future areas of the plant, and the City will be at risk of breaching its obligations under the Lease Agreement with Hoku.

Folder: _____
Audit: _____

EMERGENCY ACCESS ROAD CROSSING AGREEMENT

Mile Post 217.65, Nampa Subdivision
Location: Pocatello, Bannock County, Idaho

THIS AGREEMENT is made this _____ day of _____, 2011, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at 1400 Douglas Street STOP 1690, Omaha, Nebraska 68179-1690 (hereinafter "Railroad"), **HOKU MATERIALS, INC.**, a Delaware corporation, to be addressed at One Hoku Way, Pocatello, Idaho 83204 (hereinafter "Hoku"), and the **CITY OF POCATELLO**, a municipal corporation of the State of Idaho, to be addressed at 911 North 7th Avenue, Pocatello, Idaho 83201 (hereinafter "City").

RECITALS:

Hoku is in the process of constructing a plant facility adjacent to Railroad's tracks at Mile Post 217.65 on the Nampa Subdivision, at or near Pocatello, Bannock County, Idaho. Pursuant to City Fire Code, Hoku is required to have a secondary access into the plant facility for use in case of emergency. Hoku therefore desires the installation and potential use of an emergency access road crossing into Hoku Materials property (hereinafter "Road Crossing"), consisting of one (1) 24-foot wide wood panel road crossing and all appurtenances thereto, including but not limited to any gates, cattle guards, stop signs or identification signs, drainage facilities, on, over and across the Railroad's right-of-way at Mile Post 217.65 on the Nampa Subdivision at or near Pocatello, Bannock County, Idaho, in the location shown on the attached print marked Exhibit A. This Road Crossing is an emergency access only into Hoku Materials property to satisfy City Fire Code requirements. The sole access to Hoku Materials, except in case of emergency, shall remain the existing Kraft Bridge Road.

The City also desires the construction of a new overpass bridge at Batiste Road to serve as a permanent alternate access into Hoku Materials property (hereinafter "Overpass"). Construction of the Overpass shall be completed before December 31, 2013. The parties agree that the Road Crossing shall be removed upon completion of the Overpass or on December 31, 2013, whichever shall first occur.

The Railroad is willing to grant the right to cross its right-of-way and tracks at the location shown on Exhibit A subject to the terms set forth below.

NOW, THEREFORE, the parties agree as follows:

Article I. RAILROAD GRANTS RIGHT.

The Railroad grants Hoku and City the right to cross its right-of-way and tracks at the location shown on Exhibit A in the event of emergency only. The Road Crossing shall be protected by locked gates on both sides of the tracks and closed to all except Railroad and emergency responders. The Road Crossing is subject to the terms set forth herein and in Exhibit B, attached hereto and hereby made a part hereof, together with the right of entry to control and remove from the Railroad's right-of-way, on each side of the Road Crossing, weeds and vegetation which may obstruct the view of motorists approaching the crossing area to any trains that may also be approaching the crossing area.

The Railroad's tracks, located at Mile Post 217.65, are active tracks, used regularly in Railroad's normal operations as a through-freight railroad. In the course of Railroad's normal operations, trains both pass the Road Crossing and block the Road Crossing. This Agreement does not impose upon Railroad any obligation to alter its normal operations. Therefore, the parties to this Agreement understand and agree that, by entering into this Agreement, Railroad does not warrant that the Road Crossing will be available for use by emergency vehicles at all times. To the contrary, the parties to this Agreement expressly acknowledge and agree that an emergency may occur at a time when the Road Crossing is blocked due to Railroad's normal operations.

Article II. LICENSE FEE.

In consideration of the license and permission granted herein, Hoku and City agree to observe and abide by the terms and conditions of this Agreement and City agrees to pay to the Railroad a one-time license fee of Ten Thousand Dollars (\$10,000.00).

Article III. WORK TO BE PERFORMED BY HOKU AND CITY.

Hoku, at its sole cost and expense, shall construct the roadway approaches and all other roadway appurtenances and work that will not be performed by Railroad as described in Article V herein. Hoku shall install gates on either side of the Road Crossing preventing general access to the tracks. Said gates shall remain locked at all times unless in use by Railroad in the course of railroad operations or by emergency responders for the City. No trespassing signs shall be posted at the Road Crossing. Railroad shall have the right to review and approve the roadway approaches and gates locations to prevent interference with Railroad operations. City shall reimburse Hoku for its actual costs incurred in performing the work as described under this Article.

Article IV. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

A. Hoku or its contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of commencing its work and at least ten (10) working days in advance of proposed performance of any work in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of the Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Hoku or its contractor whether a flagman need be present and whether Hoku or its contractor needs to implement any special protective or safety measures. If the Railroad performs any flagging, or other special protective or safety measures are performed by the Railroad, Hoku or its contractor agrees that it is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or

by agreement between the Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Hoku or its contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

C. Reimbursement to the Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which the Railroad is required to pay the flagman and which could not reasonably be avoided by the Railroad by assignment of such flagman to other work, even though Hoku or its contractor may not be working during such time. When it becomes necessary for the Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Hoku or its contractor must provide the Railroad a minimum of five (5) days' notice prior to the cessation of the need for a flagman. If five (5) days' notice of cessation is not given, Hoku or its contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days' notice must then be given to the Railroad if flagging services are needed again after such five day cessation notice has been given to the Railroad.

D. Arrangements for flagging are to be made with the Railroad's Manager of Track Maintenance. His name and phone number are as shown:

Dave Kula
Manager Track Maintenance
Union Pacific Railroad
1144 Centre Avenue
Idaho Falls, Idaho 93402

(208) 236-5403

Article V. WORK TO BE PERFORMED BY RAILROAD.

A. The work to be performed by the Railroad, at Hoku sole cost and expense, is described in the Railroad's Estimate dated October 6, 2011, marked Exhibit C, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Road Crossing is Forty-one Thousand Nine-hundred Sixty-five Dollars and No Cents (\$41,965.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to Hoku in the event Hoku does not commence construction of the Road Crossing within six (6) months from the date of the Estimate.

C. Hoku acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by Hoku in connection with flagging or other protective services provided by the Railroad in connection with the Road Crossing. All of such costs incurred by the Railroad are to be paid by Hoku.

D. Hoku agrees to reimburse the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Road Crossing as reflected in Exhibit C, including, but

not limited to, actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the Railroad's normal and customary additives (which shall include direct and indirect overhead costs) associated therewith. City shall reimburse Hoku for its actual costs incurred in reimbursing Railroad for the work performed pursuant to this Article.

Article VI. INSURANCE.

A. Before commencing any Roadway construction work on any portion of the Railroad's property, Hoku shall obtain the insurance coverage described in Exhibit B-1, attached hereto and hereby made a part hereof and to provide to the Railroad, the insurance policies, certificates, binders and endorsements described therein. Hoku shall retain the insurance described in Exhibit B-1 for the entire term of this Agreement, until the Road Crossing is removed.

B. Railroad recognizes the City's membership in the Idaho Counties Risk Management Program, which acts as the City's surety and provides coverage for the City for the negligent acts of City employees, agents and officers as provided and limited by the Idaho Tort Claims Act. The insurance provisions described in Exhibit B-1 attached hereto shall not apply to the City.

C. All insurance correspondence shall be directed to:

Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, Nebraska 68179
Attn.: Folder No. _____

Article VII. OVERPASS TO BE CONSTRUCTED.

The parties acknowledge that the Roadway Crossing is temporary and provides emergency access only. The parties further acknowledge that a permanent alternate access into Hoku property is necessary. Hoku hereby agrees to construct the Overpass to serve as the permanent alternate access into Hoku property. Hoku shall complete construction of the Overpass before December 31, 2013, and the Road Crossing shall then be removed. In the event the Overpass is not complete by December 31, 2013, the Road Crossing shall be removed as soon thereafter as is practicable for Railroad. Railroad shall have the right to terminate this Agreement upon 30 days written notice in the event that the Hoku has not begun construction of the Overpass by July 1, 2013. City shall reimburse Hoku for its actual costs incurred in performing the work as described under this Article.

Article VIII. TERM.

This Agreement shall be effective as of the date first herein written, and shall continue in full force and effect until December 31, 2013, or until completion of the Overpass pursuant to Article VII herein, or until termination pursuant to Article VII, whichever shall first occur. Railroad shall have the right to terminate this Agreement upon 30 days written notice in the event that Hoku has not begun construction of the Overpass by July 1, 2013.

Article IX. RAILROAD CONTACT.

In the event of an emergency Hoku and/or City shall immediately contact the following Railroad Official to coordinate use of the Road Crossing:

Dave Kula
Manager Track Maintenance
Union Pacific Railroad
1144 Centre Avenue
Idaho Falls, Idaho 93402
(208) 236-5403

Article X. OTHER AGREEMENTS.

This agreement cancels and supersedes the Private Road Crossing Agreement dated April 11, 2008, between Union Pacific Railroad and Hoku Materials, Inc. as well as any and all other Agreements between the parties affecting the Road Crossing herein.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

HOKU MATERIALS, INC.

By: _____

Director - Contracts


Digitally signed by James P Gade
DN: cn=James P Gade, o=Union
Pacific Railroad, ou,
email=jpgade@up.com, c=US
Date: 2011.10.07 16:39:53 -05'00'

By: _____

Title: _____

CITY OF POCATELLO

By: _____

Title: _____

Dave Kuhn
Manager Track Maintenance
Union Pacific Railroad
1144 Centre Avenue
Idaho Falls, Idaho 83402
(208) 236-5403

Article X. OTHER AGREEMENTS.

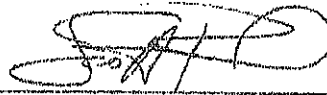
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

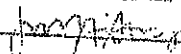
HOKU MATERIALS, INC.

By: _____
Director - Contracts

By: 
Title: CEO

CITY OF POCAATELLO

Hoku Legal Department
CONTRACT APPROVED AS TO FORM

Signed: 
Date: 6.7.11

By: _____
Title: _____

Dave Kula
Manager Track Maintenance
Union Pacific Railroad
1144 Centre Avenue
Idaho Falls, Idaho 93402
(208) 236-5403

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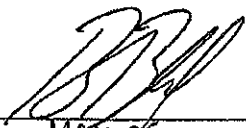
UNION PACIFIC RAILROAD COMPANY

HOKU MATERIALS, INC.

By: _____
Director -- Contracts

By: _____
Title: _____

CITY OF POCATELLO

By: 
Title: Mayor

APPROVED BY LEGAL

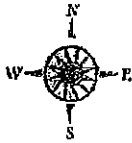
Date 10/7/11 Atty Bysee

Comments approved at

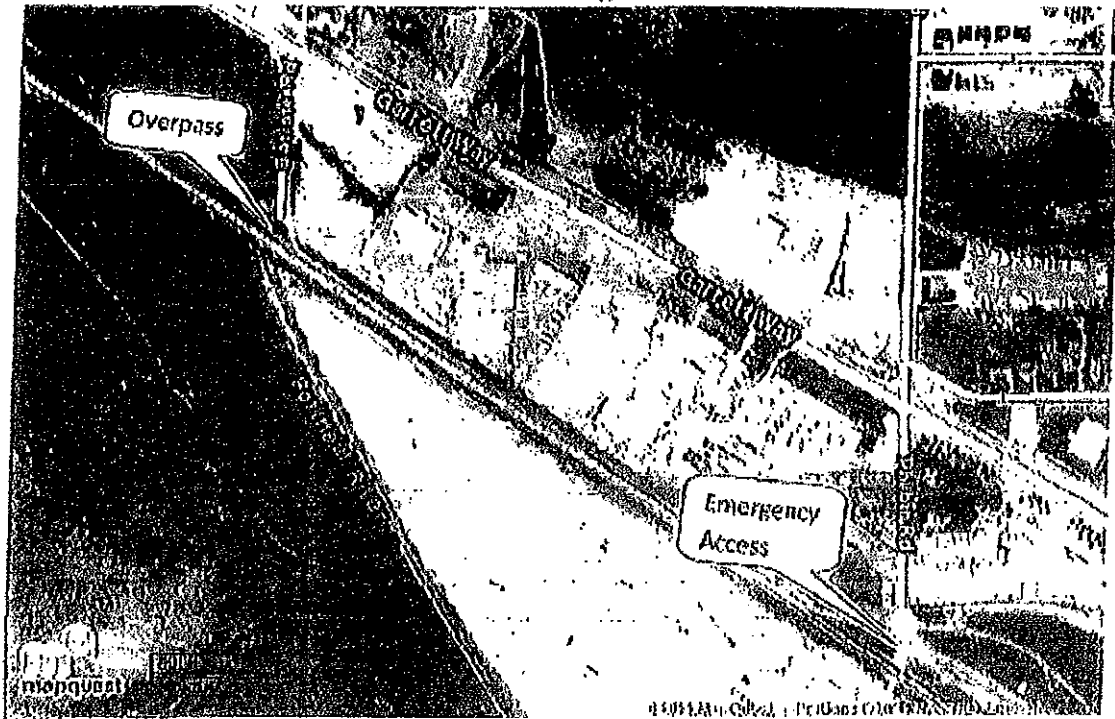
Oct 6, 2011 Council

meeting

REF: 11-11-11



EMERGENCY ACCESS ROAD CROSSING POCATELLO, IDAHO



PRIVATE ROAD CROSSING:

- Licensee shall remove all vegetation from Railroad right of way for 500 feet from each side of the centerline of the crossing.
- Licensee shall install a gate at the approach road (see above) to restrict others from accessing Railroad property via the crossing.
- Licensee shall become familiar with and strictly observe Railroad safety rules and all other rules, regulations, or directions of local Railroad officials.
- Railroad flagman shall be required whenever men or equipment are working within 25 feet of the centerline of any track.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
 NAMPA SUBDIVISION
 MILE POST 217.65
 POCATELLO, BANNOCK COUNTY, IDAHO.

Illustrative print showing location of Emergency Access Road Crossing project with Hoku Materials, Inc. & City of Pocatello.

Folder No. _____ Date: September 7, 2011

WARNING

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.
 PHONE: 1-(800) 336-9193

EXHIBIT "A"

EXHIBIT B

SECTION 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The rights granted to Hoku and City are subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire railroad right of way, and are also subject to the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics or other wire lines, pipelines and other facilities upon, along or across any or all parts of said right of way, any of which may be freely done at any time by the Railroad without liability to Hoku or City or to any other party for compensation or damages.

(b) Hoku and City's rights are also subject to all outstanding superior rights (including those in favor of Hoku and City, lessees of said right of way, and others) and the right of the Railroad to renew and extend the same, and are granted without covenant of title or quiet enjoyment.

(c) It is expressly stipulated that the Road Crossing will provide secondary emergency access to Hoku's industrial site for use by emergency responders only. It is not intended for public use. Hoku and City, without expense to the Railroad, will take any and all necessary action to limit use of the Road Crossing to secondary emergency access and prevent its use as a public road.

SECTION 2. MAINTENANCE AND USE.

(a) The Railroad, at the sole expense of City, shall maintain the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; provided, however, that such maintenance work shall be limited to that required for the safe and efficient operation of its tracks, and such other maintenance as the Railroad has agreed to perform on specific request of City or Hoku. City, at its own expense, shall maintain the remaining portion of the Road Crossing and shall keep the rail flangeways clear of obstructions.

(b) City shall, at its sole expense, maintain, repair, renew and replace any gates, cattle guards, drainage facilities, traffic signs or devices, identification signs approved by the Railroad or other appurtenances shown on Exhibit "A." City shall, at its own expense, install and thereafter maintain any such appurtenances that may subsequently be required by the Railroad, by law, or by any public authority having jurisdiction. City shall control vegetation along the right of way on each side of the Road Crossing so that the line of sight to approaching trains is not impaired or obstructed by vegetation. All work performed by City on the right of way shall be done to the satisfaction of the Railroad.

(c) City shall require all vehicles approaching the crossing to stop a safe distance from the tracks before crossing the tracks. Hoku and City shall keep any gate affording access to the Road Crossing closed and locked at all times except during the time of actual passage through it onto or from the Road Crossing. Hoku and City shall not do, suffer or permit anything which will or may obstruct, endanger or interfere with, hinder or delay the maintenance and operation of the Railroad's railroad tracks or appurtenant facilities or the facilities or equipment of others lawfully using the Railroad's property. Hoku and City shall adequately supervise and police use of said Road Crossing so that no person, vehicle or livestock stops or stands on the Railroad's tracks or attempts to cross the Railroad's tracks when a train, engine, equipment, or car is approaching or occupying the Road Crossing.

SECTION 3. MODIFICATION OR RELOCATION OF ROAD CROSSING.

Whenever the Railroad deems it necessary or desirable in the furtherance of its railroad operating requirements or for the improvement and use of its property to modify or relocate the Road Crossing:

(a) the Railroad shall, at the sole expense of the Hoku, modify or move the portion of the Road Crossing lying between the rails of the tracks and for one (1) foot on the outside of each rail; and

(a) Hoku shall, at Hoku's sole expense, modify or move the remaining portion of the Road Crossing and the appurtenances thereto.

All the terms of this agreement shall govern the continued maintenance and use of the Road Crossing as modified or relocated pursuant to this section.

SECTION 4. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

(a) Fiber optic cable systems may be buried on the Railroad's property. Hoku shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Hoku. If it is, Hoku will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

(b) In addition to the liability terms elsewhere in this Agreement, Hoku shall indemnify and hold the Railroad harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorneys' fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Hoku, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by Hoku, and/or its contractor, agents and/or employees, on Railroad's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

SECTION 5. INDEMNITY.

(a) Indemnity Provided by Hoku. To the fullest extent permitted by law, Hoku shall indemnify, defend, and hold harmless Railroad from and against all claims, damages, losses, and expenses attributable to bodily injury, sickness, disease death, or to injury to or destruction of tangible property, including but not limited to attorneys' fees and costs, arising out of or resulting from construction or use of the Road Crossing, provided that such claim, damage, loss or expense is caused, at least in part, by the negligent acts or omissions of Hoku, its agents, contractors, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is also caused in part by Railroad. Such obligation to indemnify Railroad shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist.

(b) Indemnity Provided by City. The City of Pocatello agrees to defend, indemnify, and save Hoku and the Union Pacific Railroad, its agents, employees and public officials, harmless from any and all claims or causes of action of any nature whatsoever arising out of the activities or operations of the City of Pocatello, its agents, servants, invitees, officers, and employees in connection with this Agreement as provided in and limited by the Idaho Tort Claims Act.

(c) In order to effectuate the foregoing indemnification provisions the City has maintained and will continue to provide liability insurance as documented in Exhibit "D," a letter from Kirk Bybee, Chief

Civil Attorney for the City of Pocatello and the attached copy of the City's Certificate of Insurance from the City's surety, the Idaho Counties Risk Management Program. Availability of insurance coverage under any policy of insurance provided to Railroad pursuant to this Agreement is not determined or affected in any way by the indemnity provided for herein.

SECTION 6. TERMINATION ON BREACH OR ON NOTICE.

(a) It is agreed that Railroad shall have the right to terminate this Agreement and all rights of Hoku and City hereunder upon breach of any covenant, stipulation or condition herein contained to be kept and performed by either Hoku or City. Before termination, Railroad shall give reasonable notice and opportunity to cure to both Hoku and City. A waiver by the Railroad of a breach by either Hoku or City of any covenant or condition of this agreement shall not impair the right of the Railroad to terminate upon any subsequent breach thereof according to the terms of this Section.

(b) This agreement may be terminated by either party on thirty (30) days' written notice to the other party.

SECTION 7. REMOVAL OF ROAD CROSSING.

(a) Upon termination of this agreement howsoever, the Railroad shall, at the sole expense of Hoku, remove said Road Crossing and restore the premises of the Railroad to a condition comparable to that existing immediately prior to the construction of said Road Crossing.

(b) In the event of the removal of the Road Crossing as in this section provided, the Railroad shall not be liable to Hoku for any damage sustained by Hoku for or on account of such removal, and such removal shall not prejudice or impair any right of action for damage, or otherwise, which the Railroad may have against Hoku.

SECTION 8. ASSIGNMENT.

Neither Hoku nor City shall assign this agreement, or any interest therein to any purchaser, lessee or other holder of the property served by the crossing or to any other person, without the written consent of the Railroad. If either Hoku or City fails to secure the Railroad's consent to any assignment, Hoku or City will continue to be responsible for obligations and liabilities assumed herein.

SECTION 9. SUCCESSORS AND ASSIGNS.

Subject to the provisions of Section 8 hereof, this agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

SECTION 10. TERMINATION DUE TO NONAPPROPRIATION

This agreement is contingent upon the City receiving the necessary funding to cover the obligations of the City. In the event that such funding is not received or appropriated, then, and in that event, the City's obligations under the agreement shall cease and each party shall be released from further performance under the agreement without any liability to the other party.

In the event the City Council fails to appropriate funds to perform the terms of this agreement for future fiscal years, the City Attorney shall notify the parties hereto within thirty (30) days of that event.

SECTION 11. CORPORATE AUTHORITY

Any individual or individuals executing the within document on behalf of any corporation or limited liability company which is a party hereto, hereby acknowledge and represent that he, she, or they have the power and authority to so bind the authority, and that such authority was conferred by an act of the Board of Directors of the corporation or Members of the limited liability company, unless the binding of any such entity is within the power of the person or persons executing this document on such entity's behalf. In the event that the party or parties executing this document on behalf of any party hereto, do not have authority to so bind the entity for any cause or reason, then such person or persons shall be personally liable under the terms hereof.

SECTION 12. JURISDICTION AND VENUE

Any action or proceeding relative to this Agreement shall be maintained in the Sixth District Court, County of Bannock, State of Idaho.

SECTION 13. SEVERABILITY

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

SECTION 14. NOTICES

Except where previously provided herein, all notices under this Agreement shall be deemed to be properly served if sent by certified mail to the last address previously furnished by the parties hereto. Until hereafter changed by written notice, said addresses shall be as follows:

CITY:	City of Pocatello Attn: Kirk Bybee, Chief Civil Attorney P.O. Box 4169 Pocatello, ID 83205
HOKU:	Hoku Corporation Attn: Scott Paul, CEO 1288 Ala Moana Blvd. Suite 220 Honolulu, HI 96814
UPRR:	Union Pacific Railroad Company Attn: Reha Kamas Law Department 280 S. 400 W. Suite 250 Salt Lake City, UT 84101

Notice shall be complete upon receipt, unless the recipient ignores or refuses to sign for the certified letter, in which event notice shall be deemed to have been completed on the first attempted delivery by the United State Post Office.

EXHIBIT B-1

Union Pacific Railroad Contract Insurance Requirements

Public/Commercial/Industrial/Licensee's Grade Crossing and/or Encroachment

Hoku shall, at its sole cost and expense, procure and maintain during the life of this Agreement (except as otherwise provided in this Agreement) the following insurance coverage:

A. Commercial General Liability insurance. Commercial general liability (CGL) with a limit of not less than \$1,000,000 each occurrence and an aggregate limit of not less than \$5,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. Business Automobile Coverage insurance. Business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with the combined single limit of not less than \$1,000,000 for each accident.

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) if required by law.

C. Umbrella or Excess insurance. If Hoku utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

D. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). BOTH HOKU AND UNION PACIFIC INTEND AND EXPECT THAT UNION PACIFIC WILL BE PROVIDED WITH THE BROADEST POSSIBLE INSURANCE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED ENDORSEMENT CG 20 26 AND CA 20 48. THE COVERAGE AVAILABLE TO UNION PACIFIC SHALL NOT BE LIMITED TO HOKU'S LIABILITY UNDER THE INDEMNITY PROVISIONS OF THIS AGREEMENT.

E. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.

F. Hoku waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.

G. Before any work commences pursuant to this Agreement, Hoku shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.

H. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

I. The fact that insurance is obtained by Hoku will not be deemed to release or diminish the liability of Hoku, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Hoku or any third party will not be limited by the amount of the required insurance coverage.

EXHIBIT C

ESTIMATE SUMMARY OF WORK BY THE UNION PACIFIC RAILROAD COMPANY

HOKU EMERGENCY ACCESS CROSSING PROJECT

DESCRIPTION OF WORK: Construction of new emergency access road crossing at or near MP 217.65 on the Nampa Subdivision in Pocatello, Bannock County, Idaho. Includes UPRR crossing panel construction, installation, and removal.

LOCATION: Pocatello, Idaho

DATE: October 6, 2011

<u>DESCRIPTION</u>	<u>TOTAL</u>
24-foot wide crossing panel (double track)	40,800
Ballast	1,165
TOTAL PROJECT	41,965
EXISTING REUSABLE MATERIAL	0
SALVAGE NONUSABLE MATERIAL	0

TOTAL ESTIMATED COST OF PROJECT LESS CREDITS \$41,965.00

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OF AMOUNT OF MATERIAL OR LABOR REQUIRED, THE CITY / HOKU WILL BE BILLED FOR THE ACTUAL CONSTRUCTION COST AT THE CURRENT RATES EFFECTIVE THEREOF.



LEGAL DEPARTMENT
911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83203
(208) 234-6148
Fax: (208) 230-6986

A. DEAN TRANMER • City Attorney
NANCY A. BERRIS • Chief Deputy Attorney
KIRK BYBEE • Chief Clerk Deputy
RICHARD A. DIEHL, JR. • Deputy City Attorney
STEPHEN R. HERZOG • Deputy City Attorney
DARCY L. TAYLOR • Assistant to City Attorney
CARA LEWIS • Prosecution Coordinator
TIFFANY OLSEN • Prosecution Assistant

October 7, 2011


Bill Ince
Reha Kamas
280 South 400 West, Suite 250
Salt Lake City, Utah 84101

Re: Emergency Access Road Crossing Agreement

Dear Mr. Ince and Ms. Kamas:

The City of Pocatello is a member in good standing of the Idaho Counties Risk Management Program (ICRMP). ICRMP acts as the City's surety and provides coverage for the City of Pocatello for the negligent acts of City of Pocatello employees, agents and officers as provided and limited by the Idaho Tort Claims Act. Attached hereto is a copy of the Declarations Page for that insurance policy and the designated coverage's contained therein.

Sincerely,


Kirk Bybee
Attorney at Law
City of Pocatello

AN EQUAL OPPORTUNITY EMPLOYER / VETERAN'S PREFERENCE



PUBLIC ENTITY MULTI-LINES INSURANCE POLICY DECLARATIONS

Issued By

IDaho COUNTIES RISK MANAGEMENT PROGRAM, UNDERWRITERS

Named Insured: **City of Pocatello**
 Address: **PO Box 4189**
Pocatello, Idaho 83205

Policy No.: **30A02160100110**
 Policy Period: **From: October 1, 2010**
To: September 30, 2011

Application Date: **August 1, 2010**
 Retroactive **October 1, 2010**
 Term for Section **II, Coverage D**
 Only:
 Retroactive: **October 1, 1998**
 Term for Section **IV:**

Member **\$685,341**
 Contribution:

TYPES OF COVERAGE	LIMITS OF COVERAGE	COVERAGE BASIS	DEDUCTIBLE
SECTION I - Buildings, Structures and Personal Property/Automobile Physical Damage/Operational Disruption Expense/Valuable Papers & Records			
A. Buildings, Structures and Personal Property;	Amount Reported in Schedule of Values		* The First \$2,000 of any Loss. This Deductible is applicable to Section I, Coverages A, B, C, and D.
• Architect's Fees	\$250,000	Per Covered Occurrence	
• Fine Arts	\$500,000	Per covered occurrence or in the aggregate for multiple occurrences	
• Ordinance Deficiency	\$8,000,000	Per Covered Occurrence	
• Preservation of Property	\$25,000	Per Covered Occurrence	
• Newly Acquired Property	\$10,000,000	Per Covered Occurrence	
• Property in Course of Construction			
New	\$250,000	Per Covered Occurrence	
Repair/Renovations of Existing	\$1,000,000	Per Covered Occurrence	
• Service Animals	\$10,000	Per Covered Occurrence	
B. Automobile/Mobile Equipment Physical Damage	\$1,000,000	Per Covered Occurrence	
C. Operational Disruption Expense	\$1,000,000	Per covered occurrence or in the aggregate for multiple occurrences.	
D. Valuable Papers and Records	\$1,000,000	Per covered occurrence or in the aggregate for multiple occurrences.	

TYPES OF COVERAGE	LIMITS OF INDEMNIFICATION		LIMITS OF DEFENSE COSTS	COVERAGE BASIS	DEDUCTIBLE
	For Claims Brought Pursuant to Title & Ch. 9, Idaho Code	For All Other Claims	For All Liability Claims		
SECTION II - General Liability and Premises Medical Payments Insuring Agreement -					
A. General Liability	\$ 500,000	\$3,000,000	\$2,000,000	Per Covered Occurrence	* \$0.00 (no deductible) for Section II, Coverages A, B, C & D.
• City/County Prosecutors Or Appointed City Attorneys serving as independent contractors	\$ 500,000	\$ 500,000	\$2,000,000	Per Covered Occurrence	
• Sewer Backup Mold & Fungus Abatement & Remediation	\$ 500,000	\$ 500,000	\$2,000,000	Per Covered Occurrence	
B. Premises and Operations Medical Payments	\$ 5,000 \$ 100,000	\$ 5,000 \$ 100,000		Each Person Each Accident	
C. Law Enforcement Liability	\$ 500,000	\$3,000,000	\$2,000,000	Per Covered Occurrence	
D. Sexual Molestation Coverage - CLAIMS MADE COVERAGE	\$ 500,000	\$ 3,000,000	\$2,000,000	Per Covered Claim	
SECTION III - Automobile Liability and Automobile Medical Payments					
A. Automobile Liability (Outside State of Idaho)	\$ 500,000	\$ 3,000,000	\$2,000,000	Per Covered Occurrence	* \$0.00 (no deductible) for Section III, Coverages A, B & C.
Automobile Liability (Inside State of Idaho)	\$ 500,000	\$ 500,000	\$2,000,000	Per Covered Occurrence	
B. Automobile Medical Payments	\$ 5,000 \$ 100,000	\$ 5,000 \$ 100,000		Each Person Each Accident	
C. Uninsured/Underinsured Motorists	\$ 100,000 \$ 300,000	\$100,000 \$ 300,000	\$2,000,000	Each Person Each Accident	
			\$2,000,000	Per Covered Occurrence for Section III, Coverage C.	
SECTION IV - Errors and Omissions Insurance					
CLAIMS MADE COVERAGE ONLY					
A. Errors and Omissions	\$ 500,000	\$3,000,000	\$2,000,000	Per Covered Claim	* \$0.00 (no deductible) for Section IV, Coverages A & B.
• City/County Prosecutors Or Appointed City Attorneys serving as independent contractors	\$ 500,000	\$ 500,000	\$2,000,000	Per Covered Claim	
B. Employee Medical Insurance Benefit Liability	\$ 500,000	\$3,000,000	\$2,000,000	Per Covered Claim	
<p>\$ 5,000,000 Indemnification Limit In the Aggregate Annually For Section II, III and IV Combined</p> <p>\$ 3,000,000 Defense Cost Limit In the Aggregate Annually For Section II, III and IV Combined</p>					

TYPES OF COVERAGE	LIMITS OF COVERAGE	COVERAGE BASIS	DEDUCTIBLE
SECTION V - Crime Insurance (Including Coverage for Public Officials in Lieu of Surety Bond Requirements)			
A. Employee Dishonesty	\$ 500,000	Per Covered Occurrence	* The First \$2,500 of any Loss. This Deductible is applicable to Section V, Coverages A, B, and C.
B. Loss Inside the Premises	\$ 500,000	Per Covered Occurrence	
C. Loss Outside the Premises	\$ 500,000	Per Covered Occurrence	
SECTION VI - Boiler and Machinery			* The First \$2,500 of any Loss. This Deductible is applicable to all of Section VI, all Coverages.
A. Damaged Property			
* Off-Premise Property Damage	\$ 100,000	Per Covered Occurrence	
* Data or Media (Property)	\$ 1,000,000	Per Covered Occurrence	
* Data or Media (Bus. Income & Extra Expense)	\$ 5,000,000	Per Covered Occurrence	
* Airborne Contamination	\$ 1,000,000	Per Covered Occurrence	
* Consequential Loss	\$ 1,000,000	Per Covered Occurrence	
* Hazardous Substances	\$ 500,000	Per Covered Occurrence	
* Water Damage	\$ 2,500,000	Per Covered Occurrence	
* Punguis	10,000	Per Covered Occurrence	
B. Expediting Expenses	\$ 2,500,000	Per Covered Occurrence	
C. Business Income and Extra Expense	Included in Annual Aggregate	Per Covered Occurrence	
D. Spoilage Damage	\$ 1,000,000	Per Covered Occurrence	
E. Utility Interruption	\$ 2,500,000	Per Covered Occurrence	
F. Newly Acquired Premises	\$ 5,000,000	Per Covered Occurrence	
G. Ordinance or Law	\$ 5,000,000	Per Covered Occurrence	
H. Errors and Omissions	\$10,000,000	Per Covered Occurrence	
Overall Aggregate Equipment Breakdown Limit	\$100,000,000	In the Aggregate Annually for all ICRMA Members Collectively.	

TYPES OF COVERAGE	LIMITS OF INDEMNIFICATION	LIMITS OF DEFENSE COSTS	COVERAGE BASIS	DEDUCTIBLE
SECTION VII - Chemical Spill/Leak Activities Liability, Medical Payments & Emergency Clean-Up Expenses				
CLAIMS MADE COVERAGE ONLY				
A. Chemical Spilling Activities Liability	\$ 500,000	\$ 800,000	Per Covered occurrence and/or in the aggregate for multiple occurrences.	* \$0.00 (no deductible) for Section VII, Coverages A, B & C.
B. Medical Payments	\$ 5,000 \$ 10,000		Each Person Each Accident	
C. Emergency Clean-Up Expenses	\$ 5,000 \$ 10,000		Each Person Each Accident	

NOTICE RE: INSURANCE GUARANTY ASSOCIATION

As required by Article VIII, Section 4 of the Idaho Constitution and Idaho Code Section 41-3603(10), the ICRMP Program is not a participant in the Idaho Insurance Guaranty Association. As such, ICRMP subscribers are not responsible for the costs of private insurer insolvencies, nor are they or claimants against them entitled to any of the protections which participation in the Guaranty Association would provide. This notice is provided in cooperation with the Idaho Insurance Guaranty Association. For additional information concerning this notice, contact the ICRMP Executive Director at 1-800-338-1298 or Barbara Steele at (208) 237-9696.

**NORTH YELLOWSTONE
BOND REFINANCE**

MEMORANDUM FOR: Chairman Ward and PDA Board Members

FROM: David Swindell, Chief Financial Officer

SUBJECT: Final Numbers, PDA North Yellowstone Debt Refinance

DATE: January 11, 2013

1. **FOR INFORMATION.**

2. **Purpose.** To summarize key points of the attached "final numbers" report.

3. **Discussion.**

a. **General.** We are in the process of finalizing the refinance transaction on the North Yellowstone debt. After going down several paths, we have an agreed upon private placement deal from the Western Bank Alliance (aka "Bank of Nevada") at 2.85% across all maturities. They will pay their own attorney and impose no purchasers fee. Additionally, we had to purchase treasury securities on the open market because the federal Treasury closed the normal State Local Government Securities (SLGS) window due to federal debt ceiling limits. As it turned out, we got a decent deal on those that beat the SLGS anyway. So with all that, the "final numbers" report is attached. Closing documents are being prepared and we plan to formally close on January 24.

b. **Key Parameters.**

Page 9 Debt Service Comparison: minor savings each year (example: FY13 = \$451.77) until 2024, when big savings start to accrue (achieves PDA goal of similar yearly debt service)

Page 9 Gross Savings \$2,916,437.77 (but \$1M came from us, so really \$1,916,437.77)

Page 9 Debt service comparison:

old last payment date of 08/01/2028, FY2028 payment of \$678,400.00

new last payment date of 08/01/2024 (four years sooner and it is smaller by \$191,305.50)

(achieves PDA goal of shortening debt service by 4 years).

Page 10 Present value of savings when discounted back to present value: \$986,401.92

(achieves PDA goal of PV savings of at least \$500,000)

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Table of Contents

Report

Prior Original Debt Service	1
Debt Service To Maturity And To Call	2
Summary Of Bonds Refunded	4
Debt Service Schedule	5
Pricing Summary	6
Sources & Uses	7
Net Debt Service Schedule	8
Gross Debt Service Comparison	9
Escrow Fund Cashflow	11
Operation of Debt Service Reserve Fund	13
Proof Of Bond Yield @ 2.8499262%	14
Primary Purpose Fund Optimized Dedicated Portfolio	15
DSR Transfers Fund Optimized Dedicated Portfolio	16
Cash Transfers Fund Optimized Dedicated Portfolio	17
Detailed Cash Flow Analysis	18
DTF Detailed Cash Flow Analysis	19
CTF Detailed Cash Flow Analysis	20

Pocatello Development Authority

\$7,755,000 Tax Increment Bonds

Series 2004A

Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2013	-	-	202,875.00	202,875.00	-
08/01/2013	275,000.00	5.500%	202,875.00	477,875.00	680,750.00
02/01/2014	-	-	195,312.50	195,312.50	-
08/01/2014	290,000.00	5.500%	195,312.50	485,312.50	680,625.00
02/01/2015	-	-	187,337.50	187,337.50	-
08/01/2015	305,000.00	5.500%	187,337.50	492,337.50	679,675.00
02/01/2016	-	-	178,950.00	178,950.00	-
08/01/2016	320,000.00	5.500%	178,950.00	498,950.00	677,900.00
02/01/2017	-	-	170,150.00	170,150.00	-
08/01/2017	340,000.00	5.500%	170,150.00	510,150.00	680,300.00
02/01/2018	-	-	160,800.00	160,800.00	-
08/01/2018	360,000.00	6.000%	160,800.00	520,800.00	681,600.00
02/01/2019	-	-	150,000.00	150,000.00	-
08/01/2019	380,000.00	6.000%	150,000.00	530,000.00	680,000.00
02/01/2020	-	-	138,600.00	138,600.00	-
08/01/2020	400,000.00	6.000%	138,600.00	538,600.00	677,200.00
02/01/2021	-	-	126,600.00	126,600.00	-
08/01/2021	425,000.00	6.000%	126,600.00	551,600.00	678,200.00
02/01/2022	-	-	113,850.00	113,850.00	-
08/01/2022	450,000.00	6.000%	113,850.00	563,850.00	677,700.00
02/01/2023	-	-	100,350.00	100,350.00	-
08/01/2023	480,000.00	6.000%	100,350.00	580,350.00	680,700.00
02/01/2024	-	-	85,950.00	85,950.00	-
08/01/2024	510,000.00	6.000%	85,950.00	595,950.00	681,900.00
02/01/2025	-	-	70,650.00	70,650.00	-
08/01/2025	540,000.00	6.000%	70,650.00	610,650.00	681,300.00
02/01/2026	-	-	54,450.00	54,450.00	-
08/01/2026	570,000.00	6.000%	54,450.00	624,450.00	678,900.00
02/01/2027	-	-	37,350.00	37,350.00	-
08/01/2027	605,000.00	6.000%	37,350.00	642,350.00	679,700.00
02/01/2028	-	-	19,200.00	19,200.00	-
08/01/2028	640,000.00	6.000%	19,200.00	659,200.00	678,400.00
Total	\$6,890,000.00	-	\$3,984,850.00	\$10,874,850.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	1/24/2013
Average Life	9.216 Years
Average Coupon	5.9683873%
Weighted Average Maturity (Par Basis)	9.216 Years

Refunding Bond Information

Refunding Dated Date	1/24/2013
Refunding Delivery Date	1/24/2013

Series 2004A Tax Increment | SINGLE PURPOSE | 1/9/2013 | 2:00 PM

Pocatello Development Authority

\$7,755,000 Tax Increment Bonds

Series 2004A

Debt Service To Maturity And To Call

Part 1 of 2

Date	Refunded Bonds	Refunded Interest	D/S To Call	Principal
02/01/2013	-	202,875.00	202,875.00	-
08/01/2013	275,000.00	202,875.00	477,875.00	275,000.00
02/01/2014	-	195,312.50	195,312.50	-
08/01/2014	6,615,000.00	195,312.50	6,810,312.50	290,000.00
02/01/2015	-	-	-	-
08/01/2015	-	-	-	305,000.00
02/01/2016	-	-	-	-
08/01/2016	-	-	-	320,000.00
02/01/2017	-	-	-	-
08/01/2017	-	-	-	340,000.00
02/01/2018	-	-	-	-
08/01/2018	-	-	-	360,000.00
02/01/2019	-	-	-	-
08/01/2019	-	-	-	380,000.00
02/01/2020	-	-	-	-
08/01/2020	-	-	-	400,000.00
02/01/2021	-	-	-	-
08/01/2021	-	-	-	425,000.00
02/01/2022	-	-	-	-
08/01/2022	-	-	-	450,000.00
02/01/2023	-	-	-	-
08/01/2023	-	-	-	480,000.00
02/01/2024	-	-	-	-
08/01/2024	-	-	-	510,000.00
02/01/2025	-	-	-	-
08/01/2025	-	-	-	540,000.00
02/01/2026	-	-	-	-
08/01/2026	-	-	-	570,000.00
02/01/2027	-	-	-	-
08/01/2027	-	-	-	605,000.00
02/01/2028	-	-	-	-
08/01/2028	-	-	-	640,000.00
Total	\$6,890,000.00	\$796,375.00	\$7,686,375.00	\$6,890,000.00

Pocatello Development Authority

\$7,755,000 Tax Increment Bonds

Series 2004A

Debt Service To Maturity And To Call

Part 2 of 2

Date	Coupon	Interest	Refunded D/S	Fiscal Total
02/01/2013	-	202,875.00	202,875.00	-
08/01/2013	5.500%	202,875.00	477,875.00	680,750.00
02/01/2014	-	195,312.50	195,312.50	-
08/01/2014	5.500%	195,312.50	485,312.50	680,625.00
02/01/2015	-	187,337.50	187,337.50	-
08/01/2015	5.500%	187,337.50	492,337.50	679,675.00
02/01/2016	-	178,950.00	178,950.00	-
08/01/2016	5.500%	178,950.00	498,950.00	677,900.00
02/01/2017	-	170,150.00	170,150.00	-
08/01/2017	5.500%	170,150.00	510,150.00	680,300.00
02/01/2018	-	160,800.00	160,800.00	-
08/01/2018	6.000%	160,800.00	520,800.00	681,600.00
02/01/2019	-	150,000.00	150,000.00	-
08/01/2019	6.000%	150,000.00	530,000.00	680,000.00
02/01/2020	-	138,600.00	138,600.00	-
08/01/2020	6.000%	138,600.00	538,600.00	677,200.00
02/01/2021	-	126,600.00	126,600.00	-
08/01/2021	6.000%	126,600.00	551,600.00	678,200.00
02/01/2022	-	113,850.00	113,850.00	-
08/01/2022	6.000%	113,850.00	563,850.00	677,700.00
02/01/2023	-	100,350.00	100,350.00	-
08/01/2023	6.000%	100,350.00	580,350.00	680,700.00
02/01/2024	-	85,950.00	85,950.00	-
08/01/2024	6.000%	85,950.00	595,950.00	681,900.00
02/01/2025	-	70,650.00	70,650.00	-
08/01/2025	6.000%	70,650.00	610,650.00	681,300.00
02/01/2026	-	54,450.00	54,450.00	-
08/01/2026	6.000%	54,450.00	624,450.00	678,900.00
02/01/2027	-	37,350.00	37,350.00	-
08/01/2027	6.000%	37,350.00	642,350.00	679,700.00
02/01/2028	-	19,200.00	19,200.00	-
08/01/2028	6.000%	19,200.00	659,200.00	678,400.00
Total	-	\$3,984,850.00	\$10,874,850.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	1/24/2013
Average Life	9.216 Years
Average Coupon	5.9683873%
Weighted Average Maturity (Par Basis)	9.216 Years

Refunding Bond Information

Refunding Dated Date	1/24/2013
Refunding Delivery Date	1/24/2013

Series 2004A Tax Increment | SINGLE PURPOSE | 1/9/2013 | 2:00 PM

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Summary Of Bonds Refunded

Issue	Maturity	Type	of Bond	Coupon	Maturity Value	Call Date	Call Price
Dated 12/01/2004 Delivered 12/23/2004							
Series 2004A Tax Increment Bonds	08/01/2013	Term 1	Coupon	5.500%	275,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2014	Term 1	Coupon	5.500%	290,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2015	Term 1	Coupon	5.500%	305,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2016	Term 1	Coupon	5.500%	320,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2017	Term 1	Coupon	5.500%	340,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2018	Term 2	Coupon	6.000%	360,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2019	Term 2	Coupon	6.000%	380,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2020	Term 2	Coupon	6.000%	400,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2021	Term 2	Coupon	6.000%	425,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2022	Term 2	Coupon	6.000%	450,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2023	Term 2	Coupon	6.000%	480,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2024	Term 2	Coupon	6.000%	510,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2025	Term 2	Coupon	6.000%	540,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2026	Term 2	Coupon	6.000%	570,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2027	Term 2	Coupon	6.000%	605,000	08/01/2014	100.000%
Series 2004A Tax Increment Bonds	08/01/2028	Term 2	Coupon	6.000%	640,000	08/01/2014	100.000%
	Subtotal	-	-	-	\$6,890,000	-	-
	Total	-	-	-	\$6,890,000	-	-

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/24/2013	-	-	-	-	-
08/01/2013	580,000.00	2.850%	100,298.23	680,298.23	680,298.23
02/01/2014	-	-	88,278.75	88,278.75	-
08/01/2014	504,000.00	2.850%	88,278.75	592,278.75	680,557.50
02/01/2015	-	-	81,096.75	81,096.75	-
08/01/2015	517,000.00	2.850%	81,096.75	598,096.75	679,193.50
02/01/2016	-	-	73,729.50	73,729.50	-
08/01/2016	530,000.00	2.850%	73,729.50	603,729.50	677,459.00
02/01/2017	-	-	66,177.00	66,177.00	-
08/01/2017	547,000.00	2.850%	66,177.00	613,177.00	679,354.00
02/01/2018	-	-	58,382.25	58,382.25	-
08/01/2018	564,000.00	2.850%	58,382.25	622,382.25	680,764.50
02/01/2019	-	-	50,345.25	50,345.25	-
08/01/2019	579,000.00	2.850%	50,345.25	629,345.25	679,690.50
02/01/2020	-	-	42,094.50	42,094.50	-
08/01/2020	592,000.00	2.850%	42,094.50	634,094.50	676,189.00
02/01/2021	-	-	33,658.50	33,658.50	-
08/01/2021	610,000.00	2.850%	33,658.50	643,658.50	677,317.00
02/01/2022	-	-	24,966.00	24,966.00	-
08/01/2022	627,000.00	2.850%	24,966.00	651,966.00	676,932.00
02/01/2023	-	-	16,031.25	16,031.25	-
08/01/2023	648,000.00	2.850%	16,031.25	664,031.25	680,062.50
02/01/2024	-	-	6,797.25	6,797.25	-
08/01/2024	477,000.00	2.850%	6,797.25	483,797.25	490,594.50
Total	\$6,775,000.00	-	\$1,183,412.23	\$7,958,412.23	-

Yield Statistics

Bond Year Dollars	\$41,523.24
Average Life	6.129 Years
Average Coupon	2.850000%
Net Interest Cost (NIC)	2.850000%
True Interest Cost (TIC)	2.8499262%
Bond Yield for Arbitrage Purposes	2.8499262%
All Inclusive Cost (AIC)	3.1416515%

IRS Form 8038

Net Interest Cost	2.850000%
Weighted Average Maturity	6.129 Years

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
08/01/2013	Serial Coupon	2.850%	2.850%	580,000.00	100.000%	580,000.00
08/01/2014	Serial Coupon	2.850%	2.850%	504,000.00	100.000%	504,000.00
08/01/2015	Serial Coupon	2.850%	2.850%	517,000.00	100.000%	517,000.00
08/01/2016	Serial Coupon	2.850%	2.850%	530,000.00	100.000%	530,000.00
08/01/2017	Serial Coupon	2.850%	2.850%	547,000.00	100.000%	547,000.00
08/01/2018	Serial Coupon	2.850%	2.850%	564,000.00	100.000%	564,000.00
08/01/2019	Serial Coupon	2.850%	2.850%	579,000.00	100.000%	579,000.00
08/01/2020	Serial Coupon	2.850%	2.850%	592,000.00	100.000%	592,000.00
08/01/2021	Serial Coupon	2.850%	2.850%	610,000.00	100.000%	610,000.00
08/01/2022	Serial Coupon	2.850%	2.850%	627,000.00	100.000%	627,000.00
08/01/2023	Serial Coupon	2.850%	2.850%	648,000.00	100.000%	648,000.00
08/01/2024	Serial Coupon	2.850%	2.850%	477,000.00	100.000%	477,000.00
Total	-	-	-	\$6,775,000.00	-	\$6,775,000.00

Bid Information

Par Amount of Bonds	\$6,775,000.00
Gross Production	\$6,775,000.00
Bid (100.000%)	6,775,000.00
Total Purchase Price	\$6,775,000.00
Bond Year Dollars	\$41,523.24
Average Life	6.129 Years
Average Coupon	2.8500000%
Net Interest Cost (NIC)	2.8500000%
True Interest Cost (TIC)	2.8499262%

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Sources & Uses

Dated 01/24/2013 | Delivered 01/24/2013

Sources Of Funds

Par Amount of Bonds	\$6,775,000.00
Planned Issuer Equity contribution	1,000,000.00
Transfers from Prior Issue DSR Funds	681,909.18
Total Sources	\$8,456,909.18

Uses Of Funds

Deposit to Net Cash Escrow Fund	7,672,475.59
Deposit to Debt Service Reserve Fund (DSRF)	677,500.00
Costs of Issuance	106,445.00
Rounding Amount	488.59
Total Uses	\$8,456,909.18

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	DSR	Net New D/S	Fiscal Total
01/24/2013	-	-	-	-	-	-	-
08/01/2013	580,000.00	2.850%	100,298.23	680,298.23	-	680,298.23	680,298.23
02/01/2014	-	-	88,278.75	88,278.75	-	88,278.75	-
08/01/2014	504,000.00	2.850%	88,278.75	592,278.75	-	592,278.75	680,557.50
02/01/2015	-	-	81,096.75	81,096.75	-	81,096.75	-
08/01/2015	517,000.00	2.850%	81,096.75	598,096.75	-	598,096.75	679,193.50
02/01/2016	-	-	73,729.50	73,729.50	-	73,729.50	-
08/01/2016	530,000.00	2.850%	73,729.50	603,729.50	-	603,729.50	677,459.00
02/01/2017	-	-	66,177.00	66,177.00	-	66,177.00	-
08/01/2017	547,000.00	2.850%	66,177.00	613,177.00	-	613,177.00	679,354.00
02/01/2018	-	-	58,382.25	58,382.25	-	58,382.25	-
08/01/2018	564,000.00	2.850%	58,382.25	622,382.25	-	622,382.25	680,764.50
02/01/2019	-	-	50,345.25	50,345.25	-	50,345.25	-
08/01/2019	579,000.00	2.850%	50,345.25	629,345.25	-	629,345.25	679,690.50
02/01/2020	-	-	42,094.50	42,094.50	-	42,094.50	-
08/01/2020	592,000.00	2.850%	42,094.50	634,094.50	-	634,094.50	676,189.00
02/01/2021	-	-	33,658.50	33,658.50	-	33,658.50	-
08/01/2021	610,000.00	2.850%	33,658.50	643,658.50	-	643,658.50	677,317.00
02/01/2022	-	-	24,966.00	24,966.00	-	24,966.00	-
08/01/2022	627,000.00	2.850%	24,966.00	651,966.00	-	651,966.00	676,932.00
02/01/2023	-	-	16,031.25	16,031.25	-	16,031.25	-
08/01/2023	648,000.00	2.850%	16,031.25	664,031.25	-	664,031.25	680,062.50
02/01/2024	-	-	6,797.25	6,797.25	-	6,797.25	-
08/01/2024	477,000.00	2.850%	6,797.25	483,797.25	(677,500.00)	(193,702.75)	(186,905.50)
Total	\$6,775,000.00	-	\$1,183,412.23	\$7,958,412.23	(677,500.00)	\$7,280,912.23	-

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Gross Debt Service Comparison

Part 1 of 2

Date	Principal	Coupon	Interest	New D/S	OLD D/S	Savings	Fiscal Total
01/24/2013	-	-	-	-	-	-	-
02/01/2013	-	-	-	-	202,875.00	202,875.00	-
08/01/2013	580,000.00	2.850%	100,298.23	680,298.23	477,875.00	(202,423.23)	451.77
02/01/2014	-	-	88,278.75	88,278.75	195,312.50	107,033.75	-
08/01/2014	504,000.00	2.850%	88,278.75	592,278.75	485,312.50	(106,966.25)	67.50
02/01/2015	-	-	81,096.75	81,096.75	187,337.50	106,240.75	-
08/01/2015	517,000.00	2.850%	81,096.75	598,096.75	492,337.50	(105,759.25)	481.50
02/01/2016	-	-	73,729.50	73,729.50	178,950.00	105,220.50	-
08/01/2016	530,000.00	2.850%	73,729.50	603,729.50	498,950.00	(104,779.50)	441.00
02/01/2017	-	-	66,177.00	66,177.00	170,150.00	103,973.00	-
08/01/2017	547,000.00	2.850%	66,177.00	613,177.00	510,150.00	(103,027.00)	946.00
02/01/2018	-	-	58,382.25	58,382.25	160,800.00	102,417.75	-
08/01/2018	564,000.00	2.850%	58,382.25	622,382.25	520,800.00	(101,582.25)	835.50
02/01/2019	-	-	50,345.25	50,345.25	150,000.00	99,654.75	-
08/01/2019	579,000.00	2.850%	50,345.25	629,345.25	530,000.00	(99,345.25)	309.50
02/01/2020	-	-	42,094.50	42,094.50	138,600.00	96,505.50	-
08/01/2020	592,000.00	2.850%	42,094.50	634,094.50	538,600.00	(95,494.50)	1,011.00
02/01/2021	-	-	33,658.50	33,658.50	126,600.00	92,941.50	-
08/01/2021	610,000.00	2.850%	33,658.50	643,658.50	551,600.00	(92,058.50)	883.00
02/01/2022	-	-	24,966.00	24,966.00	113,850.00	88,884.00	-
08/01/2022	627,000.00	2.850%	24,966.00	651,966.00	563,850.00	(88,116.00)	768.00
02/01/2023	-	-	16,031.25	16,031.25	100,350.00	84,318.75	-
08/01/2023	648,000.00	2.850%	16,031.25	664,031.25	580,350.00	(83,681.25)	637.50
02/01/2024	-	-	6,797.25	6,797.25	85,950.00	79,152.75	-
08/01/2024	477,000.00	2.850%	6,797.25	483,797.25	595,950.00	112,152.75	191,305.50
02/01/2025	-	-	-	-	70,650.00	70,650.00	-
08/01/2025	-	-	-	-	610,650.00	610,650.00	681,300.00
02/01/2026	-	-	-	-	54,450.00	54,450.00	-
08/01/2026	-	-	-	-	624,450.00	624,450.00	678,900.00
02/01/2027	-	-	-	-	37,350.00	37,350.00	-
08/01/2027	-	-	-	-	642,350.00	642,350.00	679,700.00
02/01/2028	-	-	-	-	19,200.00	19,200.00	-
08/01/2028	-	-	-	-	659,200.00	659,200.00	678,400.00
Total	\$6,775,000.00	-	\$1,183,412.23	\$7,958,412.23	\$10,874,850.00	\$2,916,437.77	-

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Gross Debt Service Comparison

Part 2 of 2

PV Analysis Summary (Gross to Gross)

Net FV Cashflow Savings	2,916,437.77
Gross PV Debt Service Savings	1,990,322.51
Total Cash contribution	(1,000,000.00)
Transfers from Prior Issue DSR Fund	(681,909.18)
Amount deposited into new DSR Fund	677,500.00
Contingency or Rounding Amount	488.59
Net Present Value Benefit	\$986,401.92
Net PV Benefit / \$6,890,000 Refunded Principal	14.316%
Net PV Benefit / \$6,775,000 Refunding Principal	14.559%

Refunding Bond Information

Refunding Dated Date	1/24/2013
Refunding Delivery Date	1/24/2013

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Escrow Fund Cashflow

Part 1 of 2

Date	Principal	Rate	Interest	+Transfers
01/24/2013	-	-	-	-
01/31/2013	82,762.56	2.875%	75,832.17	44,529.03
02/01/2013	-	-	-	-
07/31/2013	298,257.53	3.375%	74,642.46	104,700.01
08/01/2013	-	-	-	-
01/31/2014	82,762.56	1.750%	69,609.36	42,781.83
02/01/2014	-	-	-	-
07/31/2014	5,248,395.68	2.625%	68,885.19	1,492,945.38
08/01/2014	-	-	-	-
Total	\$5,712,178.33	-	\$288,969.18	\$1,684,956.25

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Escrow Fund Cashflow

Part 2 of 2

Date	Receipts	Disbursements	Cash Balance	Fiscal Total
01/24/2013	271.24	-	271.24	-
01/31/2013	203,123.76	-	203,395.00	-
02/01/2013	-	202,875.00	520.00	-
07/31/2013	477,600.00	-	478,120.00	-
08/01/2013	-	477,875.00	245.00	680,750.00
01/31/2014	195,153.75	-	195,398.75	-
02/01/2014	-	195,312.50	86.25	-
07/31/2014	6,810,226.25	-	6,810,312.50	-
08/01/2014	-	6,810,312.50	-	7,005,625.00
Total	\$7,686,375.00	\$7,686,375.00	-	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	Securities
Default investment yield target	Bond Yield
Cost of Investments Purchased with Fund Transfers	1,681,909.18
Cash Deposit	271.24
Cost of Investments Purchased with Bond Proceeds	5,990,295.17
Total Cost of Investments	\$7,672,475.59
Target Cost of Investments at bond yield	\$5,767,761.52
Actual positive or (negative) arbitrage	(222,804.89)
Yield to Receipt	0.1229099%
Yield for Arbitrage Purposes	2.8499262%

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Operation of Debt Service Reserve Fund

Date	Principal	Rate	Receipts	Disbursements	Cash Balance	Fiscal Total
01/24/2013	-	-	-	-	-	-
08/01/2024	677,500.00	-	677,500.00	677,500.00	-	677,500.00
Total	\$677,500.00	-	\$677,500.00	\$677,500.00	-	-

Investment Parameters

Investment Model [PV, GIC, or Securities]	GIC
Default investment yield target	Unrestricted
Cost of Investments Purchased with Bond Proceeds	677,500.00
Total Cost of Investments	\$677,500.00
Target Cost of Investments at bond yield	\$489,033.48
Yield to Receipt	-9.64E-13
Yield for Arbitrage Purposes	2.8499262%

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Proof Of Bond Yield @ 2.8499262%

Date	Cashflow	PV Factor	Present Value	Cumulative PV
01/24/2013	-	1.0000000x	-	-
08/01/2013	680,298.23	0.9854082x	670,371.46	670,371.46
02/01/2014	88,278.75	0.9715638x	85,768.44	756,139.90
08/01/2014	592,278.75	0.9579139x	567,352.03	1,323,491.92
02/01/2015	81,096.75	0.9444557x	76,592.29	1,400,084.21
08/01/2015	598,096.75	0.9311867x	556,939.71	1,957,023.92
02/01/2016	73,729.50	0.9181040x	67,691.35	2,024,715.27
08/01/2016	603,729.50	0.9052052x	546,499.06	2,571,214.33
02/01/2017	66,177.00	0.8924876x	59,062.15	2,630,276.48
08/01/2017	613,177.00	0.8799486x	539,564.25	3,169,840.73
02/01/2018	58,382.25	0.8675858x	50,651.61	3,220,492.34
08/01/2018	622,382.25	0.8553967x	532,383.75	3,752,876.09
02/01/2019	50,345.25	0.8433789x	42,460.12	3,795,336.21
08/01/2019	629,345.25	0.8315299x	523,319.40	4,318,655.61
02/01/2020	42,094.50	0.8198474x	34,511.07	4,353,166.68
08/01/2020	634,094.50	0.8083290x	512,556.97	4,865,723.65
02/01/2021	33,658.50	0.7969724x	26,824.90	4,892,548.55
08/01/2021	643,658.50	0.7857754x	505,771.03	5,398,319.58
02/01/2022	24,966.00	0.7747357x	19,342.05	5,417,661.63
08/01/2022	651,966.00	0.7638511x	498,004.97	5,915,666.60
02/01/2023	16,031.25	0.7531195x	12,073.45	5,927,740.05
08/01/2023	664,031.25	0.7425386x	493,068.81	6,420,808.85
02/01/2024	6,797.25	0.7321063x	4,976.31	6,425,785.16
08/01/2024	483,797.25	0.7218206x	349,214.84	6,775,000.00
Total	\$7,958,412.23	-	\$6,775,000.00	-

Derivation Of Target Amount

Par Amount of Bonds	\$6,775,000.00
Original Issue Proceeds	\$6,775,000.00

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Primary Purpose Fund Optimized Dedicated Portfolio

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
01/31/2013	T-NOTE	2.875%	-0.016%	100.0550000%	82,763	82,808.08	1,144.45	83,952.53
07/31/2013	T-NOTE	3.375%	0.030%	101.7360000%	298,258	303,435.28	4,841.62	308,276.90
01/31/2014	T-NOTE	1.750%	0.089%	101.6910000%	82,763	84,162.07	696.62	84,858.69
07/31/2014	T-NOTE	2.625%	0.131%	103.7830000%	5,248,396	5,446,942.49	66,264.56	5,513,207.05
-	-	-	-	-	\$5,712,178	\$5,917,347.92	\$72,947.25	\$5,990,295.17

Composition Of Initial Deposit

Cost of Investments Purchased with Fund Transfers	1,681,909.18
Cash Deposit	271.24
Cost of Investments Purchased with Bond Proceeds	5,990,295.17
Total Cost of Investments	\$7,672,475.59

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

DSR Transfers Fund Optimized Dedicated Portfolio

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
01/31/2013	T-NOTE	2.875%	-0.016%	100.0550000%	9,421	9,426.51	130.28	9,556.79
07/31/2013	T-NOTE	3.375%	0.030%	101.7360000%	33,952	34,541.75	551.15	35,092.90
01/31/2014	T-NOTE	1.750%	0.089%	101.6910000%	9,421	9,580.64	79.30	9,659.94
07/31/2014	T-NOTE	2.625%	0.131%	103.7830000%	597,455	620,056.27	7,543.27	627,599.54
-	-	-	-	-	\$650,250	\$673,605.17	\$8,304.00	\$681,909.17

Composition Of Initial Deposit

Cash Deposit	0.01
Cost of Investments Purchased with Fund Transfers	681,909.17
Total Cost of Investments	\$681,909.18

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Cash Transfers Fund Optimized Dedicated Portfolio

Maturity	Type	Coupon	Yield	\$ Price	Par Amount	Principal Cost	+Accrued Interest	= Total Cost
01/31/2013	T-NOTE	2.875%	-0.016%	100.0550000%	13,816	13,823.71	191.05	14,014.76
07/31/2013	T-NOTE	3.375%	0.030%	101.7360000%	49,790	50,654.48	808.24	51,462.72
01/31/2014	T-NOTE	1.750%	0.089%	101.6910000%	13,816	14,049.74	116.29	14,166.03
07/31/2014	T-NOTE	2.625%	0.131%	103.7830000%	876,150	909,294.51	11,061.99	920,356.50
-	-	-	-	-	\$953,572	\$987,822.44	\$12,177.57	\$1,000,000.01

Composition Of Initial Deposit

Cash Deposit	(0.01)
Cost of Investments Purchased with Fund Transfers	1,000,000.01
Total Cost of Investments	\$1,000,000.00

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

Detailed Cash Flow Analysis

Event Date	Event	Type	Maturity	Principal	Coupon	Interest	Cash Flow	Balance
01/24/2013	Transfer	CASH	-	-	-	-	271.24	271.24
01/31/2013	Receipt	T-NOTE	01/31/2013	82,762.56	2.875%	1,189.71	83,952.27	84,223.51
01/31/2013	Receipt	T-NOTE	07/31/2013	-	3.375%	5,033.10	5,033.10	89,256.61
01/31/2013	Receipt	T-NOTE	01/31/2014	-	1.750%	724.17	724.17	89,980.78
01/31/2013	Receipt	T-NOTE	07/31/2014	-	2.625%	68,885.19	68,885.19	158,865.97
01/31/2013	Transfer	CASH	-	-	-	-	44,529.03	203,395.00
02/01/2013	Disburse	-	-	-	-	-	(202,875.00)	520.00
07/31/2013	Receipt	T-NOTE	07/31/2013	298,257.53	3.375%	5,033.10	303,290.63	303,810.63
07/31/2013	Receipt	T-NOTE	01/31/2014	-	1.750%	724.17	724.17	304,534.80
07/31/2013	Receipt	T-NOTE	07/31/2014	-	2.625%	68,885.19	68,885.19	373,419.99
07/31/2013	Transfer	CASH	-	-	-	-	104,700.01	478,120.00
08/01/2013	Disburse	-	-	-	-	-	(477,875.00)	245.00
01/31/2014	Receipt	T-NOTE	01/31/2014	82,762.56	1.750%	724.17	83,486.73	83,731.73
01/31/2014	Receipt	T-NOTE	07/31/2014	-	2.625%	68,885.19	68,885.19	152,616.92
01/31/2014	Transfer	CASH	-	-	-	-	42,781.83	195,398.75
02/01/2014	Disburse	-	-	-	-	-	(195,312.50)	86.25
07/31/2014	Receipt	T-NOTE	07/31/2014	5,248,395.68	2.625%	68,885.19	5,317,280.87	5,317,367.12
07/31/2014	Transfer	CASH	-	-	-	-	1,492,945.38	6,810,312.50
08/01/2014	Disburse	-	-	-	-	-	(6,810,312.50)	-
Total	-	-	-	85,712,178.33	-	\$288,969.18	-	-

Date And Term Structure

Dated	1/24/2013
Delivery Date	1/24/2013

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

DTF Detailed Cash Flow Analysis

Event Date	Event	Type	Maturity	Principal	Coupon	Interest	Cash Flow	Balance
01/24/2013	Transfer	CASH	-	-	-	-	0.01	0.01
01/24/2013	Transfer	CASH	-	-	-	-	(0.01)	0.00
01/31/2013	Receipt	T-NOTE	01/31/2013	9,421.33	2.875%	135.43	9,556.76	9,556.76
01/31/2013	Receipt	T-NOTE	07/31/2013	-	3.375%	572.95	572.95	10,129.71
01/31/2013	Receipt	T-NOTE	01/31/2014	-	1.750%	82.44	82.44	10,212.15
01/31/2013	Receipt	T-NOTE	07/31/2014	-	2.625%	7,841.59	7,841.59	18,053.74
01/31/2013	Transfer	CASH	-	-	-	-	(18,053.74)	0.00
07/31/2013	Receipt	T-NOTE	07/31/2013	33,952.34	3.375%	572.95	34,525.29	34,525.29
07/31/2013	Receipt	T-NOTE	01/31/2014	-	1.750%	82.44	82.44	34,607.73
07/31/2013	Receipt	T-NOTE	07/31/2014	-	2.625%	7,841.59	7,841.59	42,449.32
07/31/2013	Transfer	CASH	-	-	-	-	(42,449.32)	0.00
01/31/2014	Receipt	T-NOTE	01/31/2014	9,421.33	1.750%	82.44	9,503.77	9,503.77
01/31/2014	Receipt	T-NOTE	07/31/2014	-	2.625%	7,841.59	7,841.59	17,345.36
01/31/2014	Transfer	CASH	-	-	-	-	(17,345.36)	0.00
07/31/2014	Receipt	T-NOTE	07/31/2014	597,454.56	2.625%	7,841.59	605,296.15	605,296.15
07/31/2014	Transfer	CASH	-	-	-	-	(605,296.15)	-
Total	-	-	-	\$650,249.56	-	\$32,895.01	-	-

Date And Term Structure

Dated	1/24/2013
Delivery Date	1/24/2013

Pocatello Development Authority

\$6,775,000 Tax Increment Refunding Bonds

Series 2013

(Final Numbers)

CTF Detailed Cash Flow Analysis

Event Date	Event	Type	Maturity	Principal	Coupon	Interest	Cash Flow	Balance
01/24/2013	Transfer	CASH	-	-	-	-	0.01	0.01
01/31/2013	Receipt	T-NOTE	01/31/2013	13,816.11	2.875%	198.61	14,014.72	14,014.73
01/31/2013	Receipt	T-NOTE	07/31/2013	-	3.375%	840.21	840.21	14,854.94
01/31/2013	Receipt	T-NOTE	01/31/2014	-	1.750%	120.89	120.89	14,975.83
01/31/2013	Receipt	T-NOTE	07/31/2014	-	2.625%	11,499.47	11,499.47	26,475.30
01/31/2013	Transfer	CASH	-	-	-	-	(26,475.29)	0.01
07/31/2013	Receipt	T-NOTE	07/31/2013	49,790.12	3.375%	840.21	50,630.33	50,630.34
07/31/2013	Receipt	T-NOTE	01/31/2014	-	1.750%	120.89	120.89	50,751.23
07/31/2013	Receipt	T-NOTE	07/31/2014	-	2.625%	11,499.47	11,499.47	62,250.70
07/31/2013	Transfer	CASH	-	-	-	-	(62,250.69)	0.01
01/31/2014	Receipt	T-NOTE	01/31/2014	13,816.11	1.750%	120.89	13,937.00	13,937.01
01/31/2014	Receipt	T-NOTE	07/31/2014	-	2.625%	11,499.47	11,499.47	25,436.48
01/31/2014	Transfer	CASH	-	-	-	-	(25,436.47)	0.01
07/31/2014	Receipt	T-NOTE	07/31/2014	876,149.76	2.625%	11,499.47	887,649.23	887,649.24
07/31/2014	Transfer	CASH	-	-	-	-	(887,649.23)	0.01
Total	-	-	-	\$953,572.10	-	\$48,239.58	\$0.01	-

Date And Term Structure

Dated	1/24/2013
Delivery Date	1/24/2013

4:14 PM

01/14/13

Accrual Basis

Pocatello Development Authority
Balance Sheet by Class
As of December 31, 2012

	1-General Fund	2-Central Corridor	3-North Yellowstone	4-Naval Ordinance	6-North Portneuf
ASSETS					
Current Assets					
Checking/Savings					
Checking Wells Fargo	243,812.63	581,297.21	-148,139.73	415,635.04	210,902.91
Restricted Cash Bond 16839700	0.00	12.61	-12.61	0.00	0.00
Savings Wells Fargo	132,980.37	4,109,677.46	0.00	0.00	0.00
Zions 2004A Bnd Fnd 7110526A	0.00	0.00	0.64	0.00	0.00
Zions Bnd Reserve Fnd 7110526B	0.00	0.00	681,900.00	0.00	0.00
Zions Rev Alloc Fnd 7110526	0.00	0.00	2,059,161.57	0.00	0.00
Total Checking/Savings	376,793.00	4,690,987.28	2,592,909.87	415,635.04	210,902.91
Accounts Receivable					
Accounts Receivable	50,000.00	596,867.85	0.00	0.00	0.00
Total Accounts Receivable	50,000.00	596,867.85	0.00	0.00	0.00
Other Current Assets					
Accrued Interest Income	1.11	33.75	21.12	0.00	0.00
Property Tax Receivable	0.00	31,478.83	36,335.11	0.00	9,407.86
Total Other Current Assets	1.11	31,512.36	36,356.23	0.00	9,407.86
Total Current Assets	426,794.11	5,319,367.51	2,629,266.10	415,835.04	220,310.77
TOTAL ASSETS	426,794.11	5,319,367.51	2,629,266.10	415,835.04	220,310.77
LIABILITIES & EQUITY					
Liabilities					
Long Term Liabilities					
Deferred Notes Receivable Rev	50,000.00	596,867.85	0.00	0.00	0.00
Deferred Tax Revenues	0.00	25,929.55	36,335.11	0.00	9,407.86
Total Long Term Liabilities	50,000.00	622,797.40	36,335.11	0.00	9,407.86
Total Liabilities	50,000.00	622,797.40	36,335.11	0.00	9,407.86
Equity					
Fund Balance	377,140.34	4,684,548.36	2,528,220.19	415,635.04	210,902.91
Opening Balance Equity	0.00	0.00	64,643.86	0.00	0.00
Net Income	-346.23	12,021.75	66.94	0.00	0.00
Total Equity	376,794.11	4,696,570.11	2,592,930.99	415,635.04	210,902.91
TOTAL LIABILITIES & EQUITY	426,794.11	5,319,367.51	2,629,266.10	415,835.04	220,310.77

4:14 PM

01/14/13

Accrual Basis

Pocatello Development Authority
Balance Sheet by Class
As of December 31, 2012

	<u>TOTAL</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking Wells Fargo	1,303,508.06
Restricted Cash Bond 16839700	0.00
Savings Wells Fargo	4,242,657.83
Zions 2004A Bnd Fnd 7110526A	0.64
Zions Bnd Reserve Fnd 7110526B	681,900.00
Zions Rev Alloc Fnd 7110526	2,059,161.57
Total Checking/Savings	<u>8,287,228.10</u>
Accounts Receivable	
Accounts Receivable	646,867.85
Total Accounts Receivable	<u>646,867.85</u>
Other Current Assets	
Accrued Interest Income	55.98
Property Tax Receivable	77,221.60
Total Other Current Assets	<u>77,277.58</u>
Total Current Assets	<u>9,011,373.53</u>
TOTAL ASSETS	<u><u>9,011,373.53</u></u>
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Deferred Notes Receivable Rev	646,867.85
Deferred Tax Revenues	71,672.52
Total Long Term Liabilities	<u>718,540.37</u>
Total Liabilities	718,540.37
Equity	
Fund Balance	8,216,446.84
Opening Balance Equity	64,643.86
Net Income	11,742.46
Total Equity	<u>8,292,833.16</u>
TOTAL LIABILITIES & EQUITY	<u><u>9,011,373.53</u></u>

4:15 PM

01/14/13

Accrual Basis

Pocatello Development Authority
Profit & Loss by Class
December 2012

	1-General Fund	2-Central Corridor	3-North Yellowstone	TOTAL
Income				
Interest Income	17.26	523.21	22.54	563.01
Property Taxes	0.00	2,782.93	0.00	2,782.93
Total Income	17.26	3,306.14	22.54	3,345.94
Gross Profit	17.26	3,306.14	22.54	3,345.94
Expense				
Administrative	146.13	0.00	0.00	146.13
Total Expense	146.13	0.00	0.00	146.13
Net Income	-128.87	3,306.14	22.54	3,199.81