

# Pocatello Development Authority

Board of Commissioners Meeting  
September 20, 2017 – 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*

Call to order by Scott Smith, Chairman  
Acknowledge guests of the Board  
Disclosure of conflicts of interest  
Agenda; delete action or discussion items

## **Action and Discussion Items:**

### **Agenda Item No. 1: Minutes**

Motion to approve and/or amend the Regular and Executive Session Meeting Minutes of August 16, 2017.

### **Agenda Item No. 2: Financial Report**

Motion to approve and/or amend August 2017 Income and Expenses

### **Agenda Item No. 3: Payment Requests/Reimbursements**

- a. ICRMP in the amount of \$5,960 (10/1/17 to 9/30/18 Member Contribution)
- b. Idaho State Publishing in the amount of \$115.19 (publish budget hearing notice)
- c. Idaho State Publishing in the amount of \$357.80 (publish budget)

### **Agenda Item No. 4: Northgate Interchange – Olympus Road Extension Participation**

### **Agenda Item No. 5: Northgate Interchange Local Road Cooperative Agreement**

Motion to approve and authorize Chair's signature on Cooperative Agreement, subject to legal review.

### **Agenda Item No. 6: Bid for Property Clean Up Services**

Motion to approve release of bid for clean up and/or fencing of PDA property on Highway 30.

## **Executive Session:**

### **Matters exist for discussion in an executive session as per I.C. §74-206(1)(e)**

*Motion: "I move that we enter into an executive session as per Idaho Code §74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the PDA may be in competition with other jurisdictions."*

## **Upcoming Events/Information:**

Adjourn.

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with three (3) days' advance notice by contacting Dave Hunt at [dhunt@pocatello.us](mailto:dhunt@pocatello.us); 208.234.6248 or 5815 South 5<sup>th</sup> Avenue, Pocatello, ID

**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**September 20, 2017**

**Chairman Smith** called the meeting to order at 11:10 a.m.

**Members Present:** Brian Blad, Steve Brown, Chad Carr, Evan Frasure, Thomas Ottaway, and Scott Smith.

**Members Excused:** Larry Fisher, Russ Meyers and Scott Turner.

**Staff present:** Aceline McCulla P&DS Assistant; Kirk Bybee, Chief Civil Deputy Attorney (arrived 11:34 a.m.); Jeff Mansfield, Public Works Director/City Engineer; Merrill Quayle, Development Engineer; Joyce Stroschein, Treasurer; Tiffany Olsen, Bannock County (ex officio); and John Regetz with Bannock Development Corporation (ex-officio).

**Guests present:** Sean Luangrath (left at approximately 12:01 p.m.). Jared Johnson, Buck Swaney, Ken Pape, Tom Ballard, Nathan Wells, Todd Young, and Mike Jaglowski (all left the meeting approximately 12:25 p.m.).

**Introductions, Conflicts, and Agenda:** There were no conflicts disclosed.

To accommodate the guests, **Chair Smith** suggested a modification to the meeting to move directly into the executive session following Agenda item No. 4.

**1. Action and Discussion Items:**

**Agenda Item No. 1: Minutes**

The minutes of the regularly scheduled and executive session minutes of August 16, 2017, were reviewed. It was then **MSC (B. Blad, C. Carr)** to approve the minutes as written.

**Agenda Item No. 2: Financial Report**

**J. Stroschein** stated that at month end the Authority had cash on hand of \$7,116,733.09. The checking account balance was \$3,599,998.33, the savings account was \$746,587.45, and cash being held by Zion's Trust amounted to \$2,770,147.31. Pocatello Development Authority recognized normal financial activity during the month of August. The Authority received revenues totaling \$4,219.76, of which \$1,492.34 was interest earnings on cash invested and property tax. Rental income from the Positron facility was received for \$750.00, and property tax remittances totaled \$1,977.42. Expenses paid for the month totaled \$632,076.44. Administrative expenses were \$159.24 for the lunch meeting. North Yellowstone District debt service payment totaled \$630,917.20, and the Arbitrage Compliance payment totaled \$1,000.00. Year to date revenues of \$2,004,013.15 exceed expenses of \$1,160,977.50 for a net income of \$843,035.65. It was **MSC (B. Blad, E. Frasure)** to approve the August 2017 Financial Report as presented.

Stroschein received a letter from the Bannock County Clerk for tax years 2014, 2015, and 2016 stating a property tax allocation error between Pocatello urban monies and Pocatello's 2013 bond tax distributions occurred for \$23,692.41. Stroschein will issue a check to the City of Pocatello bond fund to resolve the issue; no further action is required by the PDA Board.

**Agenda Item No. 3: Payment Requests/Reimbursements**

**J. Stroschein** presented the following invoices for payments: 1) ICRMP in the amount of \$5,960 (10/1/17 to 9/30/18 Member Contribution). 2) Idaho State Publishing in the amount of \$115.19 (publish budget hearing notice). 3) Idaho State Publishing in the amount of \$357.80 (publish budget).

It was **MSC (C. Carr, T. Ottaway)** to approve the payment requests for August.

**2. Executive Session:**

**Chair Smith** called for a motion for the Board to go into an executive session to discuss a matter regarding negotiations involving matters of trade or commerce in which the PDA is in competition with other jurisdictions. It was **moved and seconded (S. Brown, E. Frasure)** to adjourn to the executive session pursuant to Idaho Code §74-206(1)(e) at 11:25 a.m. The motion passed by roll call vote (**Ayes: Blad, Brown, Frasure, Ottaway, Smith. Nays: None**).

Upon **MSC (E. Frasure, C. Carr)** the Board reconvened to regular session at approximately 12:02 p.m.

**Agenda Item No. 4 and 5: Northgate Interchange - Olympus Road Extension Participation and Local Road Cooperative Agreement**

**Chair Smith** noted that Agenda Item No. 4 and 5 would be one agenda item and combined during the discussion. The Board agreed to have a special meeting on September 29, 2017, at 12:00 p.m. to review and discuss the revised four-way Cooperative Agreement.

**Agenda Item No. 6: Bid for Property Clean Up Services**

**Quayle** stated a RFP has been developed to obtain bids for cleanup and fencing of the PDA property on Highway 30. The property in question was purchased for the purpose of an overpass over the railroad. The property is located between the highway and the railroad adjacent to Highway 30 and east of Batiste Road. This land has become a dumping ground of various debris, which will be taken to either site B for landfill or to site A. The RFP calls for a 12-foot wide gate, 300 feet of 48-inch fencing, and relocation of concrete barriers on the far drive, to keep people out once the property is cleaned up. The hope is to receive three or four quotes. It was **MSC (B. Blad, C. Carr)** to approve the release of the RFP to clean up the debris and fence the PDA property on Highway 30.

**Upcoming Events/Information:**

None at this time.

**3. Adjournment:**

With no other business, **Chair Smith** adjourned the meeting at 12:52 p.m.

Submitted by: *Aceline McCulla* Approved on: \_\_\_\_\_  
Aceline McCulla, PDS Assistant

**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**EXECUTIVE SESSION**  
**September 20, 2017**

**Members present:** Brian Blad, Steve Brown, Chad Carr, Evan Frasure, Thomas Ottaway, and Scott Smith.

**Members absent/excused:** Larry Fisher, Russ Meyers, and Scott Turner.

**Staff present:** Aceline McCulla, P&DS Assistant, Kirk Bybee, Chief Civil Deputy Attorney, Jeff Mansfield, Public Works Director/City Engineer, Merril Quayle, Development Engineer, Joyce Stroschein, Treasurer, Tiffany Olsen, Bannock County (ex-officio), and John Regetz, Bannock Development Corporation (ex-officio).

**Guests present:** Sean Luangrath

The Board of Commissioners adjourned from regular session into executive session at approximately 11:25 a.m. pursuant to I.C. §74-206(1)(e) to discuss negotiations involving matters of trade or commerce in which the PDA is in competition with other jurisdictions. It was **moved and seconded (S. Brown, E. Frasure)** to adjourn to the executive session pursuant to Idaho Code §74-206(1)(e). **The motion passed** by roll call vote (**Ayes: Blad, Brown, Frasure, Ottaway, Smith. Nays: None**).

Upon **MSC (E. Frasure, C. Carr)** the Board reconvened to regular session at approximately 12:02 p.m.

Submitted by: *Aceline McCulla* Approved on: \_\_\_\_\_  
Aceline McCulla, PDS Assistant

**AGENDA ITEM**

**NO. 1**

**AGENDA ITEM**

**NO. 2**

**(monthly financial  
reports – to be  
supplemented later)**

Pocatello Development Authority  
Balance Sheet by Class  
As of August 31, 2017

|   | <u>1-General Fund</u> | <u>3-North<br/>Yellowstone</u> | <u>4-Naval Ordnance</u> | <u>6-North Portneuf</u> | <u>7-Pocatello<br/>Regional Airport</u> | <u>TOTAL</u>        |
|---|-----------------------|--------------------------------|-------------------------|-------------------------|---|---------------------|
| <b>ASSETS</b>                               |                       |                                |                         |                         |   |                     |
| Current Assets                              |                       |                                |                         |                         |   |                     |
| Checking/Savings                            |                       |                                |                         |                         |   |                     |
| Checking Wells Fargo                        | 2,329,715.84          | 102,130.11                     | 646,978.63              | 130,705.65              | 390,468.10                              | 3,599,998.33        |
| Savings Wells Fargo                         | 746,551.25            | 36.20                          | 0.00                    | 0.00                    | 0.00                                    | 746,587.45          |
| Zions 2012 Bnd Fnd 7110526D                 | 0.00                  | 71.78                          | 0.00                    | 0.00                    | 0.00                                    | 71.78               |
| Zions Bnd Reserve Fnd 7110526B              | 0.00                  | 677,500.00                     | 0.00                    | 0.00                    | 0.00                                    | 677,500.00          |
| Zions Rev Alloc Fnd 7110526                 | 0.00                  | 2,092,575.53                   | 0.00                    | 0.00                    | 0.00                                    | 2,092,575.53        |
| <b>Total Checking/Savings</b>               | <b>3,076,267.09</b>   | <b>2,872,313.62</b>            | <b>646,978.63</b>       | <b>130,705.65</b>       | <b>390,468.10</b>                       | <b>7,116,733.09</b> |
| Accounts Receivable                         |                       |                                |                         |                         |   |                     |
| Accounts Receivable                         | 750.00                | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 750.00              |
| <b>Total Accounts Receivable</b>            | <b>750.00</b>         | <b>0.00</b>                    | <b>0.00</b>             | <b>0.00</b>             | <b>0.00</b>                             | <b>750.00</b>       |
| Other Current Assets                        |                       |                                |                         |                         |   |                     |
| Accrued Interest Income                     | 16,786.74             | 168.24                         | 0.00                    | 0.00                    | 0.00                                    | 16,954.98           |
| Property Tax Receivable                     | 0.00                  | 31,587.23                      | 0.00                    | 73,911.63               | 0.00                                    | 105,498.86          |
| <b>Total Other Current Assets</b>           | <b>16,786.74</b>      | <b>31,755.47</b>               | <b>0.00</b>             | <b>73,911.63</b>        | <b>0.00</b>                             | <b>122,453.84</b>   |
| <b>Total Current Assets</b>                 | <b>3,093,803.83</b>   | <b>2,904,069.09</b>            | <b>646,978.63</b>       | <b>204,617.28</b>       | <b>390,468.10</b>                       | <b>7,239,936.93</b> |
| Other Assets                                |                       |                                |                         |                         |   |                     |
| Inventory - Leasehold                       | 424,779.00            | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 424,779.00          |
| Note Receivable                             | 50,000.00             | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 50,000.00           |
| <b>Total Other Assets</b>                   | <b>474,779.00</b>     | <b>0.00</b>                    | <b>0.00</b>             | <b>0.00</b>             | <b>0.00</b>                             | <b>474,779.00</b>   |
| <b>TOTAL ASSETS</b>                         | <b>3,568,582.83</b>   | <b>2,904,069.09</b>            | <b>646,978.63</b>       | <b>204,617.28</b>       | <b>390,468.10</b>                       | <b>7,714,715.93</b> |
| <b>LIABILITIES &amp; FUND BALANCE</b>       |                       |                                |                         |                         |   |                     |
| Liabilities                                 |                       |                                |                         |                         |   |                     |
| Long Term Liabilities                       |                       |                                |                         |                         |   |                     |
| Deferred Interest Receivable                | 16,786.74             | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 16,786.74           |
| Deferred Notes Receivable Rev               | 50,000.00             | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 50,000.00           |
| Deferred Tax Revenues                       | 0.00                  | 0.00                           | 0.00                    | 73,911.63               | 0.00                                    | 73,911.63           |
| <b>Total Long Term Liabilities</b>          | <b>66,786.74</b>      | <b>0.00</b>                    | <b>0.00</b>             | <b>73,911.63</b>        | <b>0.00</b>                             | <b>140,698.37</b>   |
| <b>Total Liabilities</b>                    | <b>66,786.74</b>      | <b>0.00</b>                    | <b>0.00</b>             | <b>73,911.63</b>        | <b>0.00</b>                             | <b>140,698.37</b>   |
| Fund Balance                                |                       |                                |                         |                         |   |                     |
| Fund Balance                                | 3,438,647.62          | 2,427,770.09                   | 420,396.34              | 114,751.73              | 329,416.13                              | 6,730,981.91        |
| Net Income                                  | 63,148.47             | 476,299.00                     | 226,582.29              | 15,953.92               | 61,051.97                               | 843,035.65          |
| <b>Total Fund Balance</b>                   | <b>3,501,796.09</b>   | <b>2,904,069.09</b>            | <b>646,978.63</b>       | <b>130,705.65</b>       | <b>390,468.10</b>                       | <b>7,574,017.56</b> |
| <b>TOTAL LIABILITIES &amp; FUND BALANCE</b> | <b>3,568,582.83</b>   | <b>2,904,069.09</b>            | <b>646,978.63</b>       | <b>204,617.28</b>       | <b>390,468.10</b>                       | <b>7,714,715.93</b> |

Pocatello Development Authority  
Profit & Loss by Class  
August 2017

|                                    | 1-General Fund | 3-North<br>Yellowstone | 6-North Portneuf  | TOTAL              |
|------------------------------------|----------------|------------------------|-------------------|--------------------|
| <b>Ordinary Income/Expense</b>     |                |                        |                   |                    |
| <b>Income</b>                      |                |                        |                   |                    |
| Interest Income                    | 19.02          | 1,473.32               | 0.00              | 1,492.34           |
| Property Taxes                     | 0.00           | 1,977.42               | 0.00              | 1,977.42           |
| Rental Income                      | 750.00         | 0.00                   | 0.00              | 750.00             |
| <b>Total Income</b>                | <b>769.02</b>  | <b>3,450.74</b>        | <b>0.00</b>       | <b>4,219.76</b>    |
| <b>Gross Profit</b>                | <b>769.02</b>  | <b>3,450.74</b>        | <b>0.00</b>       | <b>4,219.76</b>    |
| <b>Expense</b>                     |                |                        |                   |                    |
| Administrative                     | 159.24         | 0.00                   | 0.00              | 159.24             |
| Debt Service                       |                |                        |                   |                    |
| Interest                           | 0.00           | 66,177.00              | 0.00              | 66,177.00          |
| Principal                          | 0.00           | 547,000.00             | 17,740.20         | 564,740.20         |
| <b>Total Debt Service</b>          | <b>0.00</b>    | <b>613,177.00</b>      | <b>17,740.20</b>  | <b>630,917.20</b>  |
| Professional Services              |                |                        |                   |                    |
| Other Professional Services        | 0.00           | 1,000.00               | 0.00              | 1,000.00           |
| <b>Total Professional Services</b> | <b>0.00</b>    | <b>1,000.00</b>        | <b>0.00</b>       | <b>1,000.00</b>    |
| <b>Total Expense</b>               | <b>159.24</b>  | <b>614,177.00</b>      | <b>17,740.20</b>  | <b>632,076.44</b>  |
| <b>Net Ordinary Income</b>         | <b>609.78</b>  | <b>-610,726.26</b>     | <b>-17,740.20</b> | <b>-627,856.68</b> |
| <b>Net Income</b>                  | <b>609.78</b>  | <b>-610,726.26</b>     | <b>-17,740.20</b> | <b>-627,856.68</b> |

At month end the Authority had cash on hand of \$7,116,733.09. The checking account balance was \$3,599,998.33, the savings account was \$746,587.45, and cash being held by Zions Trust amounted to \$2,770,147.31.

Pocatello Development Authority recognized normal financial activity during the month of August. The Authority received revenues totaling \$4,219.76 of which \$1,492.34 was interest earnings on cash invested and property tax. Rental income from the Positron Facility was received in the amount of \$750.00. Property tax remittances totaled \$1,977.42.

Expenses paid for the month totaled \$632,076.44. The administrative expenses were \$159.24 for the lunch meeting. The North Yellowstone District debt service payment totaled \$630,917.20. The Arbitrage Compliance payment totaled \$1,000.00

Year to date revenues of \$2,004,013.15 (see page 3) are more than expenses of \$1,160,977.50 so overall net income is \$843,035.65.

Pocatello Development Authority  
**Profit & Loss by Class**  
October 2016 through August 2017

|                                    | <u>1-General Fund</u> | <u>3-North<br/>Yellowstone</u> | <u>4-Naval Ordnance</u> | <u>6-North Portneuf</u> | <u>7-Pocatello<br/>Regional Airport</u> | <u>TOTAL</u>        |
|------------------------------------|-----------------------|--------------------------------|-------------------------|-------------------------|---|---------------------|
| <b>Ordinary Income/Expense</b>     |                       |                                |                         |                         |   |                     |
| <b>Income</b>                      |                       |                                |                         |                         |   |                     |
| Interest Income                    | 205.53                | 11,649.42                      | 2,128.93                | 1,745.56                | 17.45                                   | 15,746.89           |
| Miscellaneous Income               | 6,450.00              | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 6,450.00            |
| Personal Property tax replace      | 0.00                  | 46,006.70                      | 12,086.42               | 809.82                  | 2,525.70                                | 61,428.64           |
| Property Taxes                     | 0.00                  | 1,353,807.47                   | 235,989.98              | 25,375.71               | 111,008.82                              | 1,726,181.98        |
| Rental Income                      | 8,250.00              | 0.00                           | 0.00                    | 20,000.00               | 0.00                                    | 28,250.00           |
| Transfers in                       | 165,955.64            | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 165,955.64          |
| <b>Total Income</b>                | <u>180,861.17</u>     | <u>1,411,463.59</u>            | <u>250,205.33</u>       | <u>47,931.09</u>        | <u>113,551.97</u>                       | <u>2,004,013.15</u> |
| <b>Gross Profit</b>                | 180,861.17            | 1,411,463.59                   | 250,205.33              | 47,931.09               | 113,551.97                              | 2,004,013.15        |
| <b>Expense</b>                     |                       |                                |                         |                         |   |                     |
| Administrative                     | 1,777.20              | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 1,777.20            |
| <b>Debt Service</b>                |                       |                                |                         |                         |   |                     |
| Interest                           | 0.00                  | 132,354.00                     | 0.00                    | 0.00                    | 0.00                                    | 132,354.00          |
| Principal                          | 0.00                  | 547,000.00                     | 0.00                    | 17,740.20               | 0.00                                    | 564,740.20          |
| <b>Total Debt Service</b>          | <u>0.00</u>           | <u>679,354.00</u>              | <u>0.00</u>             | <u>17,740.20</u>        | <u>0.00</u>                             | <u>697,094.20</u>   |
| Dues and Memberships               | 850.00                | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 850.00              |
| Economic Grants Issued             | 75,000.00             | 122,014.96                     | 0.00                    | 0.00                    | 52,500.00                               | 249,514.96          |
| Economic Loans                     | 26,000.00             | 0.00                           | 0.00                    | 0.00                    | 0.00                                    | 26,000.00           |
| <b>Professional Services</b>       |                       |                                |                         |                         |   |                     |
| Other Professional Services        | 14,085.50             | 3,000.00                       | 0.00                    | 2,700.00                | 0.00                                    | 19,785.50           |
| <b>Total Professional Services</b> | <u>14,085.50</u>      | <u>3,000.00</u>                | <u>0.00</u>             | <u>2,700.00</u>         | <u>0.00</u>                             | <u>19,785.50</u>    |
| Transfers out                      | 0.00                  | 130,795.63                     | 23,623.04               | 11,536.97               | 0.00                                    | 165,955.64          |
| <b>Total Expense</b>               | <u>117,712.70</u>     | <u>935,164.59</u>              | <u>23,623.04</u>        | <u>31,977.17</u>        | <u>52,500.00</u>                        | <u>1,160,977.50</u> |
| <b>Net Ordinary Income</b>         | <u>63,148.47</u>      | <u>476,299.00</u>              | <u>226,582.29</u>       | <u>15,953.92</u>        | <u>61,051.97</u>                        | <u>843,035.65</u>   |
| <b>Net Income</b>                  | <u>63,148.47</u>      | <u>476,299.00</u>              | <u>226,582.29</u>       | <u>15,953.92</u>        | <u>61,051.97</u>                        | <u>843,035.65</u>   |

Kristi Klauser, Comptroller  
Auditing/Accounting Office  
Phone (208) 236-7335



– ROBERT POLEKI –  
Clerk of the District Court-Auditor-Recorder

Bannock County Courthouse  
624 East Center, Room 104  
Pocatello, Idaho 83201-6274

#2  
addition  
under  
end of financial  
report

September 18, 2017

Joyce Stroschein  
City of Pocatello

Dear Joyce,

When reviewing the City of Pocatello's L2, it came to my attention that there has been a property tax allocation error between the Pocatello urban monies and Pocatello's 2013 bond tax distributions. The monies that should have gone to the 2013 Bond (due to the increment value) instead went to the Pocatello Development Authority for the Pocatello urban renewal districts. After speaking with Gary Houde at the State Tax Commission, he agrees that this can be fixed within the City of Pocatello by writing a check from the PDA to the City of Pocatello bond fund. I have calculated the amount that should have been allocated to the bond by taking the increment value times the bond levy rate as follows:

|                   |   |
|-------------------|---|
| FY15 (2014 taxes) | $\$90,768,490 \times .000086033 = \$7,809.09$ |
| FY16 (2015 taxes) | $\$90,865,407 \times .000086542 = \$7,863.68$ |
| FY17 (2016 taxes) | $\$90,678,779 \times .000088440 = \$8,019.64$ |

Total for the 3 years = \$23,692.41

I will do some additional calculations in the next day or so to let you know how much each urban renewal district will have to be pay back by year. I know you have upcoming meetings that will allow you to forward this information to the Mayor and PDA so I wanted to at least have totals to you as soon as possible. Let me know if you have any additional questions and I will send you a follow up email by Thursday.

Sincerely,

Kristi Klauser  
Bannock County Comptroller

Cc: Robert Poleki

**AGENDA ITEM**

**NO. 3**



...more than just insurance

# Insurance Billing Invoice

Tiffany Olsen  
Pocatello Development Authority  
PO Box 4169  
Pocatello, ID 83205

**Date Billed:**  
9/1/2017  
**Policy Number:**  
37A18045100117

| DESCRIPTION  | AMOUNT  |
|--|---------|
| Total Annual Member Contribution for Policy Period 10-1-17 to 9-30-18          | \$5,960 |
| If you have already paid all or the minimum due, please disregard this notice. |         |
| Minimum 50% due on October 1, 2017   |         |
| Balance due on April 1, 2018   |         |

----- Return this portion with your payment -----

**Member:**

Pocatello Development Authority  
PO Box 4169  
Pocatello, ID 83205

**Address corrections?**

Please check this box and make changes on the back of this form and enclose with your payment.

**Make Checks Payable to:**

ICRMP  
PO Box 15116  
Boise, ID 83715

| Policy Number: | Due Date: |
|----------------|-----------|
| 37A18045100117 | 10/1/2017 |

| Minimum Due: |
|--------------|
| \$2,980.00   |

**IDAHO STATE PUBLISHING**  
 PO BOX 431  
 POCATELLO ID 83204

(208) 232-4161

Fax(208) 233-1642

Advertising Invoice

|                                   |                             |  |                                      |
|-----------------------------------|-----------------------------|--|--------------------------------------|
| 1  Billing Period<br>08/2017      |                             | 2  Advertiser/Client Name<br>CITY OF POCATELLO |                                      |
| 23  Total Amount Due<br>115.19    |                             | *Unapplied Amount                              | 3  Terms of Payment                  |
| 21  Current Net Amount Due<br>N/A | 22  30 Days<br>N/A          | 60 Days<br>N/A                                 | Over 90 Days<br>N/A                  |
| 4  Page Number<br>1               | 5  Billing Date<br>08/31/17 | 6  Billed Account Number<br>1067621            | 7  Advertiser/Client Number<br>96653 |

|  |  |                               |
|--|--|-------------------------------|
| 8  Billed Account Name and Address<br>CITY OF POCATELLO<br>PO BOX 4169<br>POCATELLO ID 83204 |  | Amount Paid:<br><br>Comments: |
|--|--|-------------------------------|

Please Return Upper Portion With Payment

| 10  Date | 11  Reference | 12 13 14  Description-Other Comments/Charges                                  | 15  SAU Size<br>16  Billed Units | 17  Times Run<br>18  Rate | 19  Gross Amount | 20  Net Amount |
|----------|---------------|---|----------------------------------|---------------------------|------------------|----------------|
| 08/31/17 | 1663074<br>L4 | LN24607 NOTICE OF ALL<br>POCATELO DEVELOPMENT A<br>08/31<br>ISJ<br>PO# BUDGET | 4.0X43.00<br>172.00              | 1<br>89.44                | 115.19           | 115.19         |

Date: \_\_\_\_\_  
 Acct. No: \_\_\_\_\_  
 Proj. Acct No: \_\_\_\_\_  
 Transaction Amt: \_\_\_\_\_  
 Appr. By: \_\_\_\_\_  
 Group No/Seq No:

**Statement of Account** - Aging of Past Due Amounts

Due date: 09/15/17

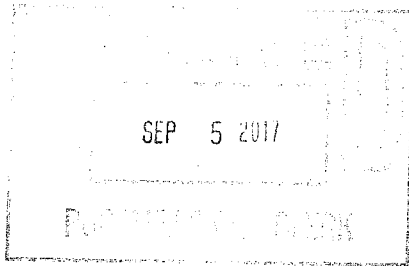
|                                   |                    |                |                     |                   |                                |
|-----------------------------------|--------------------|----------------|---------------------|-------------------|--------------------------------|
| 21  Current Net Amount Due<br>N/A | 22  30 Days<br>N/A | 60 Days<br>N/A | Over 90 Days<br>N/A | *Unapplied Amount | 23  Total Amount Due<br>115.19 |
|-----------------------------------|--------------------|----------------|---------------------|-------------------|--------------------------------|

**IDAHO STATE PUBLISHING**  
 (208) 232-4161

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

|                               |  |                                   |                                      |  |
|-------------------------------|--|-----------------------------------|--------------------------------------|--|
| 24  Invoice Number<br>1067621 | 25  Advertiser Information<br>1  Billing Period<br>08/2017 | 6  Billed Account Number<br>96653 | 7  Advertiser/Client Number<br>96653 | 2  Advertiser/Client Name<br>CITY OF POCATELLO |
|-------------------------------|--|-----------------------------------|--------------------------------------|--|

# PROOF OF PUBLICATION



**STATE OF IDAHO**  
**County of Bannock**

LN24607

KAREN MASON

being first duly sworn on oath deposes and says:  
 that SHE was at all times herein mention a citizen

**POCATELO DEVELOPMENT AUTHORITY**  
**Pocatello, Idaho**

**Annual Budget for 2017-2018**

The annual budget for the fiscal year beginning October 1, 2017 through September 30, 2018 has appropriated \$9,707,746 to defray the expenses and liabilities of the Pocatello Development Authority for said fiscal year.

Be it ordained by the board members of the Pocatello Development Authority, Pocatello, Idaho:

Section 1: That the sum of \$9,707,746 be, and the same is appropriated to defray the necessary expenses and liabilities of the Pocatello Development Authority, Pocatello, Idaho for the fiscal year beginning October 1, 2017.

Section 2: The objects and purposes for which such appropriation is made, and the amount of each object and purpose is as follows:

| Annual PDA Budget<br>2017-2018 | Revenues           | Expenditures        | Use of Reserves<br>Approved |
|--------------------------------|--------------------|---------------------|-----------------------------|
| General Fund                   | \$ 164,832         | \$ 3,240,470        | \$ 3,075,638                |
| North Yellowstone              | \$1,407,587        | \$ 4,889,568        | \$ 3,481,981                |
| Naval Ordinance                | \$ 250,076         | \$ 899,054          | \$ 648,978                  |
| North Portneuf                 | \$ 26,186          | \$ 174,631          | \$ 148,445                  |
| Pocatello Regional Airport     | \$ 113,555         | \$ 504,023          | \$ 390,468                  |
|                                | <u>\$1,962,236</u> | <u>\$ 9,707,746</u> |                             |

The budget was adopted on August 16, 2017 during the monthly meeting.

Submitted by Pocatello Development Authority Treasurer

/s/ Joyce A. Stroschein

August 31, 2017  
 LN24607

United States of America more than 21  
 age, and the Principal Clerk of the Idaho  
 Journal, a daily newspaper, printed and  
 ed at Pocatello, Bannock County Idaho and  
 a general circulation therein.

document or notice, a true copy of which  
 ed, was published in the said IDAHO  
 JOURNAL, on the following dates, to-

31 \_\_\_ 2017 \_\_\_ Aug. \_\_\_ 2017  
 \_\_\_ 2017 \_\_\_ Aug. \_\_\_ 2017  
 \_\_\_ 2017 \_\_\_ Aug. \_\_\_ 2017  
 \_\_\_ 2017 \_\_\_ Aug. \_\_\_ 2017

d paper has been continuously and  
 uptedly published in said County for a  
 of seventy-eight weeks prior to the  
 tion of said notice of advertisement and is a  
 per within the meaning of the laws of

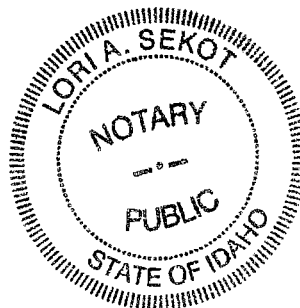
IDAHO  
 BANNOCK

*K. Mason*

of August in the year of 2017, before me, a  
 Notary Public, personally appeared KAREN MASON  
 Known or identified to me to be the person whose name  
 subscribed to the within instrument, and being by me  
 first duly sworn declared that the statements therein are  
 true, and acknowledge to me that he executed the same.

Notary of Public

*Lori A. Sekot*  
 Residing at Arimo exp. 3/3/2021



# PROOF OF PUBLICATION

SEP 5 2017

STATE OF IDAHO  
County of Bannock

LN24607

KAREN MASON

being first duly sworn on oath deposes and says: that SHE was at all times herein mention a citizen of the United States of America more than 21 years of age, and the Principal Clerk of the Idaho State Journal, a daily newspaper, printed and published at Pocatello, Bannock County Idaho and having a general circulation therein.

That the document or notice, a true copy of which is attached, was published in the said IDAHO STATE JOURNAL, on the following dates, to-wit:

Aug. 31 2017 Aug. 2017  
Aug. 2017 Aug. 2017  
Aug. 2017 Aug. 2017  
Aug. 2017 Aug. 2017

That said paper has been continuously and uninterruptedly published in said County for a period of seventy-eight weeks prior to the publication of said notice of advertisement and is a newspaper within the meaning of the laws of Idaho.

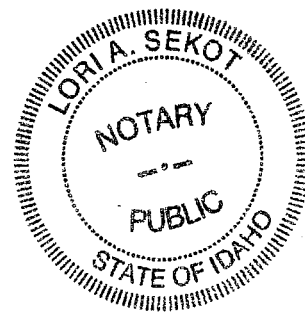
STATE OF IDAHO  
COUNTY OF BANNOCK

*K. Mason*

On this 31st. of August in the year of 2017, before me, a Notary Public, personally appeared KAREN MASON Known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn declared that the statements therein are true, and acknowledge to me that he executed the same.

Notary of Public

*Lori A. Sekot*  
Residing at Arimo exp. 3/3/2021



POCATELO DEVELOPMENT AUTHORITY  
Pocatello

**Annual Budget**

The annual budget for the fiscal year beginning October 1, 2017 has appropriated \$9,707,746 to defray the necessary expenses and liabilities of the Pocatello Development Authority for said fiscal year.

Be it ordained by the board members of the Pocatello Development Authority:

Section 1: That the sum of \$9,707,746 be, and the same be lawfully expended for the necessary expenses and liabilities of the Pocatello Development Authority for the fiscal year beginning October 1, 2017.

Section 2: The objects and purposes for which the sum of \$9,707,746 is appropriated and the amount of each object and purpose is as follows:

| Annual PDA Budget 2017-2018 | Revenues           |
|-----------------------------|--------------------|
| General Fund                | \$ 164,832         |
| North Yellowstone           | \$1,407,587        |
| Naval Ordinance             | \$ 250,076         |
| North Portneuf              | \$ 26,186          |
| Pocatello Regional Airport  | \$ 113,555         |
|                             | <u>\$1,962,236</u> |

The budget was adopted on August 16, 2017.

Submitted by Pocatello Development Authority

*/s/ Joyce A. Stroschein*

August 31, 2017  
LN24607

your belief in your things done over the persistence and hard

**WORD GAME**

PRAISE: PRAZE: Express average mark 21 words time limit 30 minutes

Can you find 27 or more words from the list will be published

**YESTERDAY**

|       |       |
|-------|-------|
| taboo | bang  |
| tang  | baton |
| tango | boast |
| toga  | boat  |
| tongs | bong  |
| oast  | bongo |
| onto  | boon  |

TO PURCHASE THE WORD GAME ORDER IT NOW

**RULES OF THE GAME**

1. Words that acquire four letters are not allowed. 2. "S" may not be used. 4. Proper nouns are not allowed. 5. Explicit words are not allowed. 6. To purchase the Word Game, write to Word Game, 130 Walnut St., Kansas City, MO 64101. Copyright 2017, Distributed by Word Game.

**IDAHO STATE PUBLISHING**

PO BOX 431  
POCATELLO ID 83204

(208) 232-4161

Fax(208) 233-1642

Advertising Memo Bill

|                                   |                               |  |                                      |
|-----------------------------------|-------------------------------|--|--------------------------------------|
| 1  Memo Bill Period<br>08/2017    |                               | 2  Advertiser/Client Name<br>CITY OF POCATELLO |                                      |
| 23  Total Amount Due<br>357.80    |                               | *Unapplied Amount                              | 3  Terms of Payment                  |
| 21  Current Net Amount Due<br>.00 | 22  30 Days<br>.00            | 60 Days<br>.00                                 | Over 90 Days<br>.00                  |
| 4  Page Number<br>1               | 5  Memo Bill Date<br>08/15/17 | 6  Billed Account Number<br>96653              | 7  Advertiser/Client Number<br>96653 |

|  |  |  |
|--|--|--|
| 8  Billed Account Name and Address<br>CITY OF POCATELLO<br>PO BOX 4169<br>POCATELLO ID 83204 |  | Amount Paid:<br><br>Comments:<br><br>Ad #: 1652951 |
|--|--|--|

Please Return Upper Portion With Payment

| 10  Date  | 11  Newspaper Reference | 12 13 14  Description-Other Comments/Charges                                   | 15  SAU Size<br>16  Billed Units | 17  Times Run<br>18  Rate | 19  Gross Amount | 20  Net Amount |
|---|-------------------------|--|----------------------------------|---------------------------|------------------|----------------|
| 08/08/17  | 1652951<br>L7           | LN24532 NOTICE OF PUBL<br>LN24532<br>08/08,15<br>ISJ<br>PO# NOTICE OF PUBLIC H | 7.0X48.00<br>336.00              | 2<br>0.00                 | 357.80           | 357.80         |
| Date: _____<br>Acct. No: _____<br>Proj. Acct No: _____<br>Transaction Amt: _____<br>Appr. By: _____<br>Group No/Seq No: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 20px; vertical-align: middle;"></span> |                         |  |                                  |                           |                  |                |

**Statement of Account - Aging of Past Due Amounts**

|                            |             |         |              |                   |                      |
|----------------------------|-------------|---------|--------------|-------------------|----------------------|
| 21  Current Net Amount Due | 22  30 Days | 60 Days | Over 90 Days | *Unapplied Amount | 23  Total Amount Due |
| 0.00                       | 0.00        | 0.00    | 0.00         |                   | 357.80               |

**IDAHO STATE PUBLISHING**

(208) 232-4161

\* UNAPPLIED AMOUNTS ARE INCLUDED IN TOTAL AMOUNT DUE

|                                      |  |
|--------------------------------------|--|
| 24  Invoice                          | 25  Advertiser Information                     |
| 1  Billing Period<br>08/2017         | 6  Billed Account Number<br>96653              |
| 7  Advertiser/Client Number<br>96653 | 2  Advertiser/Client Name<br>CITY OF POCATELLO |

# PROOF OF PUBLICATION

AUG 17 2017

STATE OF IDAHO  
County of Bannock

LN24532

KAREN MASON

being first duly sworn on oath deposes and says:

**NOTICE OF PUBLIC HEARING**  
**POCATELLO DEVELOPMENT AUTHORITY, POCATELLO, IDAHO BUDGET FOR FISCAL YEAR 2017-2018 (FY 2018)**

Notice is hereby given that the Board members for the Pocatello Development Authority will hold a public hearing for consideration of a proposed budget for the fiscal period October 1, 2017 - September 30, 2018; all pursuant to the provisions of Section 50-1002, I. C. and Section 63-802, I.C., said hearing to be held at the City of Pocatello Paradise Conference Room at 911 North 7th Avenue, Pocatello, Idaho, at 11:00 a.m. on August 16, 2017. At said hearing all interested persons may appear and show cause, if any they have, why the proposed budget should not be adopted.

| Fund Name                  | FY 2016 Actual Expenditures | FY 2016 Actual Revenue | FY 2017 Budgeted Expenditures | FY 2017 Budgeted Revenue | FY 2018 Proposed Expenditures | FY 2018 Proposed Revenue |
|----------------------------|-----------------------------|------------------------|-------------------------------|--------------------------|-------------------------------|--------------------------|
| <b>GENERAL FUND</b>        | \$460,568                   | \$356,032              | \$2,018,619                   | \$153,466                | \$3,240,470                   | \$164,832                |
| North Yellowstone District | \$933,435                   | \$1,337,236            | \$4,425,396                   | \$1,312,879              | \$4,889,568                   | \$1,407,587              |
| Naval Ordnance District    | \$ 21,856                   | \$236,259              | \$650,613                     | \$230,217                | \$899,054                     | \$250,076                |
| North Portneuf District    | \$420,477                   | \$392,838              | \$198,578                     | \$83,826                 | \$174,631                     | \$26,186                 |
| Pocatello Airport District | <u>\$7,400</u>              | <u>\$108,219</u>       | <u>\$436,150</u>              | <u>\$106,734</u>         | <u>\$504,023</u>              | <u>\$113,555</u>         |
| <b>TAX DISTRICTS</b>       | \$1,383,168                 | \$2,074,552            | \$5,710,737                   | \$1,733,656              | \$6,467,276                   | \$1,797,404              |
| <b>GRAND TOTAL:</b>        | <b>\$1,843,736</b>          | <b>\$2,430,584</b>     | <b>\$7,729,356</b>            | <b>\$1,887,122</b>       | <b>\$9,707,746</b>            | <b>\$1,962,236</b>       |

I, Joyce Stroschein, Treasurer of the Pocatello Development Authority, do hereby certify that the above is a true and correct statement of the proposed expenditures and revenues for Fiscal Year 2017-2018 (FY 2018).

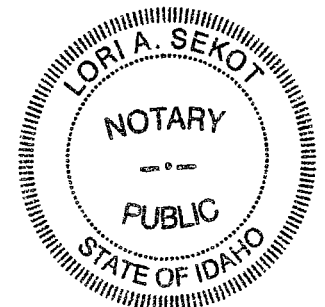
Dated this 1st day of August, 2017.

Published: **August 8, 2017**, and **August 15, 2017** in the Idaho State Journal

LN24532

first duly sworn declared that the statements therein are true, and acknowledge to me that he executed the same.

Notary of Public  
*Lori A. Sekot*  
Residing at Arimo exp. 3/3/2021



# PROOF OF PUBLICATION

AUG 17 2017

STATE OF IDAHO  
County of Bannock

LN24532

KAREN MASON

**2009 Cadillac CTS (V) 2ND Owner**  
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**CASH?**

**ISJ CLASSIFIEDS**  
232-4161 ■ 232-4780

Pocatello, Idaho 83201  
Telephone: (208) 232-4051  
Facsimile: (208) 232-2880  
Email: straton@krlawfirm.com

Attorney for Personal Representative,  
Patrick Marvin Woodward

### NOTICE TO CREDITORS

CASE NO. CV-2016-2700-IE

IN THE DISTRICT COURT OF THE  
SIXTH JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE  
COUNTY OF BANNOCK  
MAGISTRATE DIVISION

IN THE MATTER OF:

MARVIN EARL WOODWARD  
DOB: 04/03/1946,

Deceased.

NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative of the above-named decedent. All persons having claims against the decedent or the estate are required to present their claims within four (4) months after the date of the first publication of this Notice or said claims will be forever barred.

Claims must be presented to the undersigned at the address indicated, and filed with the Clerk of the Court.

DATED this 24th day of July, 2017.

/s/Patrick Marvin Woodward  
267 East Cooke Road  
Columbus, Ohio 43214

August 1, 8, 15, 2017  
LN24518

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8/4/2017  
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being first duly sworn on oath deposes and says: that SHE was at all times herein mention a citizen of the United States of America more than 21 years of age, and the Principal Clerk of the Idaho State Journal, a daily newspaper, printed and published at Pocatello, Bannock County Idaho and having a general circulation therein.

That the document or notice, a true copy of which is attached, was published in the said IDAHO STATE JOURNAL, on the following dates, to-wit:

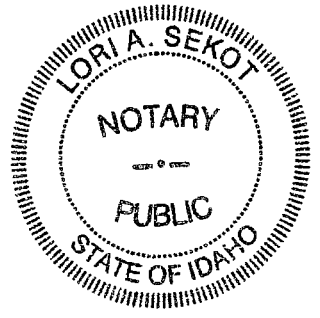
|            |      |            |      |
|------------|------|------------|------|
| Aug. 08    | 2017 | Aug. _____ | 2017 |
| Aug. 15    | 2017 | Aug. _____ | 2017 |
| Aug. _____ | 2017 | Aug. _____ | 2017 |
| Aug. _____ | 2017 | Aug. _____ | 2017 |

That said paper has been continuously and uninterruptedly published in said County for a period of seventy-eight weeks prior to the publication of said notice of advertisement and is a newspaper within the meaning of the laws of Idaho.

STATE OF IDAHO  
COUNTY OF BANNOCK

August 15th of August in the year of 2017, before me, a Notary Public, personally appeared KAREN MASON who known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn declared that the statements therein are true, and acknowledge to me that he executed the same.

Notary of Public  
*Lori A. Sekot*  
Residing at Arimo exp. 3/3/2021



**AGENDA ITEM**

**NO. 4**

**POCATELLO DEVELOPMENT AUTHORITY  
SPECIAL MEETING MINUTES  
April 26, 2017**

**Members present:** Mayor Brian Blad (left at 5:05 p.m.), Councilman Steve Brown, Chad Carr, Larry Fisher, Devin Hillam, Russell Meyers (by phone), Thomas Ottaway, Scott Smith (Chairman) and Scott Turner.

**Members absent:** None.

**Staff present:** Tiffany Olsen and Kirk Bybee, City Legal Dept.; Merrill Quayle, Development Engineer, Melanie Gygli, Interim Planning and Development Services Director, Joyce Stroschein, Treasurer; and John Regetz with Bannock Development Corporation (ex-officio).

**Chairman Smith** called the meeting to order at 4:06 p.m.

**Introductions, Conflicts, and Agenda:** There were no conflicts disclosed and no modifications to the agenda. Guests in attendance included Commissioner Evan Frasure and Tom Kirkman, City Street Department Superintendent and Interim Public Works Director.

**1. Executive Session:**

**Chairman Smith** called for a motion for the Board to go into an executive session to discuss a matter regarding negotiations involving matters of trade or commerce in which the PDA is in competition with other jurisdictions. **It was moved and seconded (S. Turner, D. Hillam)** to adjourn to executive session pursuant to Idaho Code §74-206(1)(e). **The motion passed** by roll call vote (**Ayes: Turner, Hillam, Blad, Brown, Carr, Fisher, Meyers, Ottaway and Smith; Nays: None**). The Board adjourned to executive session at approximately 4:07 p.m. The Board reconvened to regular session at 5:06 p.m.

**2. Action and Discussion Items:**

**Agenda Item No. 1: Discussion related to the Olympus Drive extension of roadway.** It was then MSC (**C. Carr, S. Turner**) to approve the commitment of up to two million dollars (\$2,000,000) from the PDA General Fund toward the installation of public utilities (water, sewer and stormwater) within the roadway and construction of the road from Olympus Drive to the new Siphon Road Interchange and for the Chairman to execute a letter affirming the same. **The motion passed** by roll call vote (**Ayes: Carr, Turner, Brown, Fisher, Hillam, Meyers, Ottaway and Smith; Nays: None**).

**3. Adjournment:**

There being no additional business, the meeting adjourned at 5:08 p.m.

By: Tiffany G. Olsen  
Tiffany G. Olsen, Secretary

Company based out of British Columbia. Jason Hawkins, the Operations Manager for DTH, summarized the operations of their high compression bailing business and the remodel/property improvements being made to the Airport property to facilitate their company's necessities and production. One major component in the remodel/infrastructure needs is power. Idaho Power performed a preliminary engineering assessment in the amount of \$149,000.00. However, Idaho Power representatives have determined that the preliminary assessment was high and given more detailed analysis of the location and the company's power usage, the engineering assessment has been reduced to approximately \$50,000.00. **T. Olsen** reminded the Board that the electrical upgrade of a facility is within the Pocatello Regional Airport Urban Renewal Area and Revenue Allocation District Plan as a reimbursable item (see page 7). **C. Carr** verified that the electrical upgrades would be sufficient for phase 1 and phase 2 of the plant operations. **J. Hawkins** reviewed the employee positions, wages and benefits provided with Phase 1. He further noted that the renovation budget is just over \$1 million dollars and the price of the hay press is approximately \$2 million dollars. Airport Manager David Allen explained the terms of the lease with the City and the rental abatement for period of five years for approved improvements. **R. Meyers** summarized that this is a good project for the PDA to give consideration to and that increasing the number of jobs/business within the District should be captured with a reimbursement incentive from the TIF District funds. It was then **MSC (B. Blad, R. Meyers)** to approve an Economic Development Grant to Driscoll TopHay, LLC, in the amount of up to \$50,000, for the electrical upgrades to 1511 Fortress within the PRA District upon receiving a verified paid invoice for the request. The reimbursement shall be a grant as long as Driscoll TopHay operates at the Fortress location for 5 years from the date of issuance. In the event the business is not operative for a period of 5 years, the grant shall convert to a loan with the terms to be agreed upon by the parties.

**Agenda Item No. 6: Recognition of Devin Hillam's service as a board member. Mr. Hillam was nominated in April 2016 by the Bannock County Commissioner's to fill their Board Member seat as their selected designee. His service is recognized by the Adoption of a Resolution.** Chairman Smith read Resolution 2017-1 and the Board unanimously approved the same. The Board thanked Mr. Hillam for his good service to the Board and encouraged his continued participation as County Staff.

## **2. Executive Session:**

**Chairman Smith** called for a motion for the Board to go into an executive session to discuss a matter regarding negotiations involving matters of trade or commerce in which the PDA is in competition with other jurisdictions. **It was moved and seconded (R. Meyers, B. Blad)** to adjourn to executive session pursuant to Idaho Code §74-206(1)(e). **The motion passed** by roll call vote (**Ayes: Meyers, Blad, Brown, Carr, Fisher, Smith and Turner; Nays: None**). The Board adjourned to executive session at approximately 11:52 a.m. The Board reconvened to regular session at 12:26 p.m.

## **3. Action and Discussion Items:**

**Agenda Item No. 5: Reconsideration of Motion related to the Olympus Drive Extension of Roadway.** It was **MSC (B. Blad, R. Meyers)** to reconsider the motion made on April 26, 2017 and approve the same commitment of up to two million dollars (\$2,000,000) from the PDA General Fund toward the installation of public utilities (water, sewer and stormwater) within the

roadway and construction of the road but to begin at the Butte/Olympus intersection north to the new Siphon Road Interchange to facilitate the water infrastructure construction/delivery requirements from Butte to Olympus/Chubbuck intersection AND to approve the payment of \$50,000.00 (from the committed \$2M) to Millennial Development Partners as contribution toward the initial survey, engineering and design work for the new Siphon Road Interchange.

**4. Adjournment:**

There being no additional business, the meeting adjourned at 12:28 p.m.

By: Tiffany G. Olsen  
Tiffany G. Olsen, Secretary

**POCATELLO DEVELOPMENT AUTHORITY MEETING MINUTES**  
**July 19, 2017**

**Chairman Smith** called the meeting to order at 11:07 a.m.

**Members present:** Councilman Steve Brown, Larry Fisher (arrived 11:17 a.m.), Commissioner Evan Frasure, Thomas Ottaway, Scott Smith (Chairman) and Scott Turner.

**Members absent/excused:** Mayor Brian Blad, Chad Carr, Russ Meyers.

**Staff present:** Melanie Gygli, Planning & Development Services Director, Kirk Bybee, Chief Civil Deputy Attorney, Merril Quayle, Development Engineer, Joyce Stroschein, Treasurer, Tiffany Olson, Bannock County (ex officio), and John Regetz with Bannock Development Corporation (ex-officio).

**Guests present:** Buck Swaney, Ken Pape, Paul Feser, Nathan Wells (all left the meeting at approximately 12:30 p.m.).

**Introductions, Conflicts, and Agenda:** There were no conflicts disclosed. Chair **S. Smith** read a letter from Bannock County Commission Evan Frasure announcing that Devin Hillam no longer works for the County and that Tiffany Olsen, as their new management assistant, will be participating ex-officio with the PDA.

To accommodate the guests, S. Smith suggested a modification to the meeting to move directly into executive session.

**1. Executive Session:**

**Chair S. Smith** called for a motion for the Board to go into an executive session to discuss a matter regarding negotiations involving matters of trade or commerce in which the PDA is in competition with other jurisdictions. **It was moved and seconded (S. Brown, E. Frasure)** to adjourn to executive session pursuant to Idaho Code §74-206(1)(e). **The motion passed** by roll call vote (**Ayes: Brown, Frasure, Ottaway, Smith, Turner; Nays: None**). Upon **MSC (S. Turner, T. Ottaway)** the Board reconvened to regular session at approximately 12:23 p.m.

**2. Action and Discussion Items:**

**Agenda Item No. 7: Olympus Drive Extension.** It was **MSC (E. Frasure, T. Ottaway)** to add, within the PDA's \$2 million commitment, authorization for the funds to be used for surveying, roadway dedication platting, engineering design, soil exploration and geotechnical work, as well as targeted stubbing of utilities along the right-of-way both north and south of the planned Northgate Parkway.

L. Fisher left the meeting at approximately 12:29 p.m.

It was **MSC (S. Turner, T. Ottaway)** to authorize, subject to legal counsel's review, the Chair's signature on the Idaho Transportation Department Construction Cooperative Agreement for the

**AGENDA ITEM  
NO. 5**

## CONSTRUCTION COOPERATIVE AGREEMENT

### LOCAL ROAD CONSTRUCTION – EAST OF I-15 NORTHGATE INTERCHANGE BANNOCK COUNTY, IDAHO

This CONSTRUCTION COOPERATIVE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date"), by and among BANNOCK COUNTY ("County"), the CITY OF POCA TELLO ("City"), the POCA TELLO DEVELOPMENT AUTHORITY ("PDA"), and MILLENNIAL DEVELOPMENT PARTNERS ("Developer"). The Idaho Transportation Department ("ITD") is not party to this Agreement but may provide certain input or approvals as referenced herein.

#### RECITALS AND AGREEMENT

A. The parties intend to cooperate in an interagency partnership to complete the design and construction of a local road extending Olympus Drive north to serve the planned Northgate Interchange on Interstate 15 in Bannock County, Idaho, on the east side of the interchange which will provide connecting access to and from the interchange and existing state and local roadways and shall hereinafter be referred to as the "Project." Included in the project will be the design, installation of water, sewer and stormwater infrastructure within the roadway and construction of the local road. Furthermore, the Northgate Interchange will hereinafter be referred to as the "Interchange"; the new local road will be referred to as the "Local Road."

B. Subject to applicable federal control of interstate highways, ITD has jurisdiction over highways within the State of Idaho. ITD has previously studied, programmed, and contracted for construction of the Interchange.

C. Developer asserts that it is responsible for and has acquired the necessary right-of-way, and/or will obtain whatever other right-of-way may be required as the project proceeds. In the event that any of the other parties own, obtain, or control any right-of-way needed for the project, that entity will include that right-of-way within this project.

D. The parties enter into this Agreement to expedite funding, design and construction of the project. The parties intend for Pocatello to accept ownership, jurisdiction and control of the right-of-way outside of related ITD right-of-way, for the purpose of providing connection to the east side of the Interchange upon conveyance by the Developers..

E. This Agreement sets forth certain terms and conditions regarding the parties' respective efforts, all of which shall be in accordance with the provisions of this Agreement and in accordance with applicable laws, rules, regulations and specifications.

F. The parties intend that project design and engineering shall begin in 2017, and that reasonable efforts be made to complete the project in an expedited manner, but in no event not later than required to meet ITD requirements for completion of the Northgate Interchange project. The parties intend for project completion to occur in 2018; however, there is no specific completion deadline applicable to ITD.

G. The parties are authorized to enter into this Agreement pursuant to Idaho law, including but not limited to Idaho Code §40-317 and §67-2332.

NOW THEREFORE, for and in consideration of the mutual covenants and consideration in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1.**  
**GENERAL OBLIGATIONS**

- 1.1 Project Development. The project shall be completed generally in accordance with the terms and conditions in this Agreement.
- 1.2 Definition of Project Costs. For purposes of this Agreement, the term "Project Costs" means and includes any and all costs directly associated with the project.
- 1.3 Funding. The project depends on full funding being available in a timely manner. To insure adequate funding, the parties agree as follows:
  - 1.3.1 Developer Funding. The Developer's monetary contribution for the project will be determined after total project cost is set through the bidding and contracting process. The Developer's monetary contribution is separate and in addition to any amounts Developer has or will incur in acquiring right-of-way related to any aspect of this project or the Northgate Interchange project.
  - 1.3.2 Total Needed Funding Dependent on Accepted Bid. In accordance with public contracting processes, an overall cost for the project will be established via contract(s).
- 1.4 Other Requirements.
  - 1.4.1 Developer shall provide sufficient evidence that the Developer has acquired the necessary right-of-way for the entire project.
  - 1.4.2 Developer shall formally transfer the necessary right-of-way to connect Olympus Drive to the Interchange to the City of Pocatello , with such property being free of any liens or other encumbrances. Any right-of-way provided by the Developer is separate and apart from any cash contributions by Developer.
  - 1.4.3 **It is the intention of all parties that the property generally known as the "Northgate Development" will be annexed into the corporate limits of the City of Pocatello.**
  - 1.4.4 Fully executed copies of each construction contract related to this project shall be provided to ITD, and shall specify that completion of the project occur by or before the scheduled completion of the Interchange.
  - 1.4.5 All construction bonding protection provided to ensure completion of any portion of the local road project shall name ITD as an additional bond-protected entity.

1.5 Funding Contributions. The parties understand and agree as follows:

1.5.1 The funds allocated by Bannock County and the City of Pocatello shall be utilized for costs related to the engineering and construction of the east side local road to the interchange as set forth below:

(A) The City of Pocatello's Finance Department shall be responsible for the accounting of the entire local road project. This project will be accounted for in Fund 071 Street Special Projects. An update on the status of funds will be provided at the multi-jurisdictional meetings.

(B) In fiscal year 2017, the City of Pocatello will make a transfer of \$500,000 to Fund 071 Street Special Projects which accounts for their contribution to the local road project.

(C) In fiscal year 2017, the Bannock County Clerk and Auditing office shall establish a trust fund to hold the remaining dedicated funding of \$300,000. In fiscal year 2018, Bannock County shall establish a fund in the County's fiscal year budget and commit \$1,000,000, including in-kind services, toward the local road project.

(1) Payments drawing from the dedicated County monies shall be requested by the City of Pocatello on a reimbursement basis. Said requests shall include sufficient documentation and verification by County staff that the reimbursement is appropriate and thereafter shall be submitted for approval by the Board of Commissioners for payment.

1.5.2 The Pocatello Development Authority has committed \$2,000,000 to the construction of the local road including the water, sewer and stormwater infrastructure costs on the east side of the interchange, surveying, roadway dedication platting, engineering design, soil exploration and geotechnical work, as well as targeted stubbing of utilities along the right-of-way both north and south of the planned Northgate Parkway. The requests for payments will be executed on a reimbursement basis in fiscal year 2017 and fiscal year 2018.

1.5.3 If additional funding, beyond the above funds provided hereinabove by the three public entities, is needed to enter into a contract for the construction of the project, the Developer will expeditiously contribute the additional funds at that time. It is understood by all the parties that a contract for construction will not be executed until full funding for the local road construction has been provided to the City of Pocatello.

1.5.4 In the event that the Developer requests any local road modifications that lead to change orders or other increased costs, Developer agrees to increase its contribution so as to cover such change orders/increased costs. Similarly, if change orders or

other increased costs are at the request of the City or County, the respective requesting entity will increase its contribution so as to cover such change orders/increased costs.

- 1.6 Additional Project Related Expenses. As further contribution to the project, the City and the County agree to absorb staff time related to the following expenses: financial management, procurement, contract review and administration, reviewing or responding to any traffic, transportation or impact studies, aiding the Developer in reviewing or responding to appraisals or right-of-way acquisition issues, and provide inspections and other typical City and County project oversight.
- 1.7 Governmental Approvals. The parties shall cooperate as necessary to obtain any governmental approvals needed for the project.
- 1.8 Regulations. All work on the project shall be performed in accordance with applicable laws, ordinances, regulations, policies, procedures, and guidelines for state highways and local roads.
- 1.9 Environmental Matters. The parties shall cooperate as necessary to comply with any environmental regulations applicable to the project.
- 1.10 Right-of-Way Acquisition and Dedication. Developer has or shall acquire all right-of-way necessary for the project (Developer asserts that it has already acquired the needed right-of-way, but acknowledges its sole responsibility for obtaining any and all additional right-of-way if determined necessary by the City or County). Developer shall convey or cause to be conveyed to the City, by easement, deed or dedication, as appropriate, such ownership or easement rights for all right-of-way land necessary for the project. Notwithstanding any other provision herein, neither the City nor County shall be required to condemn any right-of-way. Both the completed project and the land occupied by the completed project shall be publicly owned and maintained by the City upon dedication. Developer shall prepare and provide to the City and County accurate legal descriptions for all right-of-way obtained for the project.
- 1.11 Documentation/Audit. Without limitation, the City and County's right to audit and documentation extends to Developer's right-of-way process, including any agreements reached and all costs incurred. In this regard, Developer shall keep full and detailed accounts and exercise such controls as may be reasonably necessary for proper financial management of the project. Nothing contained herein shall relieve the Developer of responsibility to provide accurate, complete and detailed records.
- 1.12 No Representations and Warranties. Developer acknowledges to the City and County, notwithstanding any other provision of this Agreement, as follows: (i) any future applications or requests to the City or County will be governed by rules and regulations in effect at the time of such request; (ii) nothing in this Agreement shall be construed to allow Developer any waiver or relief from any of the processes, rules and regulations Developer must follow and comply with to obtain any future approvals; (iii) nothing in this Agreement shall be construed to create any monetary liability against the City or County

for damages; and (iv) nothing in this Agreement shall be construed to provide any claim or benefit to a third party.

## **SECTION 2.**

### **DESIGN AND CONSTRUCTION PROCESS**

- 21 Design and Construction of Project. The parties shall coordinate design and construction of the project. The City of Pocatello will be the contracting entity for contracts related to the design and construction of the Local Road. At all times, the parties, collectively, shall provide oversight of the engineering and construction contracts in an effort to control cost and project completion which shall benefit all involved parties. Copies of the contracts and drawings related to this project will be provided to ITD. As required by federal, state or local law, necessary approvals will be obtained by the parties from FHWA, ITD or other applicable governmental entities. ITD has enforcement authority to require completion of the Local Road, or to take other reasonable actions so as to ensure that the Interchange has access via the Local Road by the time the Interchange is scheduled for completion.

All engineering and design shall comply with applicable ITD and/or City of Pocatello adopted Engineering standards. The contracting procurement process is anticipated to result in a contract for project construction.

- 2.1.1 The City has initiated survey, road alignment, and legal description work related to the project, which will be incorporated as the design is completed.

- 22 Contract Provisions. The construction contract will include those provisions typically included in the City's standard public works contracts. Without limitation, these may include bonding requirements, public works licensing requirements, inspection and correction provisions, completion deadlines, insurance protections, indemnification obligations, environmental compliance requirements, and warranty protection.

- 23 Conditions Precedent to Execution of the Construction Contract. All conditions listed in Sections 1.4 and 1.5 of the Agreement shall be satisfied prior to execution of the construction contract.

- 24 Finalizing the Design. The County, City, and Developers will prepare the final design for the project. The parties acknowledge that design modifications may occur if required by ITD's interstate design standards or by the FHWA. In the event that the parties disagree as to requested changes in the design, the dispute will be mediated by the parties involved.

## **SECTION 3.**

### **OBLIGATIONS AND INVOLVEMENT OF THE PARTIES**

- 3.1 Bannock County Involvement and Obligations. The County shall:

- 3.1.1 In conjunction with the parties, ensure that the project within the County's jurisdiction

will be completed by or before the scheduled completion of the Interchange. Specifically, this will include participation in the funding, design, and construction of the Olympus Drive-to-Interchange roadway connection.

3.1.2 Collaborate with the City and the PDA to develop and execute a transfer of powers ordinance, if needed, which would allow for establishment of an Urban Renewal Area, with revenue allocation districts within unincorporated Bannock County.

3.1.3 In fiscal year 2017, provide the remaining balance of the dedicated funding of \$300,000 in a trust fund managed by Bannock County toward the immediate design and construction of the Olympus Drive-to-Interchange roadway connection together with in-kind resources for earthmoving work

In fiscal year 2018, provide \$1,000,000 toward the immediate design and construction of the Olympus Drive-to-Interchange roadway connection together with in-kind resources for earthmoving work.

Payments drawing from the dedicated County monies shall be made pursuant to Section 1.5.1 (C)(1) above.

3.2 City of Pocatello Involvement and Obligations. The City shall:

3.2.1 In conjunction with the parties, ensure that the project within the City's jurisdiction will be completed by or before the scheduled completion of the Interchange. Specifically, this will include project contract and construction management, and participation in the design and construct the Olympus Drive-to-Interchange roadway connection.

3.2.2 The City of Pocatello shall provide \$500,000 to fund the engineering, surveying, and construction staking, as well as roadway construction, for the extension of Olympus Drive up to its intersection with Northgate Parkway. These funds will be transferred to Fund 071 Street Special Projects and will be isolated for the use on the local road project.

3.2.3 The City of Pocatello shall accept full control and jurisdiction of the right-of-way, newly constructed road, and associated facilities for connections within Pocatello. This will include the road from the Interchange to Olympus Drive (unless otherwise within ITD's jurisdiction and control for all such properties/road).

3.3 Pocatello Development Authority Involvement and Obligations.

3.3.1 Notwithstanding any of the other terms contained in this Agreement, involvement and obligation of Pocatello Development Authority shall be limited to providing an amount up to and not greater than \$2,000,000 for road and infrastructure improvements from Olympus Drive to the Interchange as further defined in Section 1.5.2 above. These funds will be provided on a reimbursement basis.

**SECTION 4.**  
**REMEDIES**

- 4.1 Default. No Party shall be deemed to be in default under this Agreement except upon the expiration of thirty (30) days after receipt of written notice from another Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement ("Notice of Default"), unless such Party, prior to expiration of said thirty (30) day period, has rectified the particulars specified in the Notice of Default. If the cure is not one that is capable of being completed within such thirty (30) day period but is commenced within such thirty (30) day period and is being diligently prosecuted, then there shall be no default.
- 4.2 Default by City, County, or PDA. Apart from their respective financial contributions as specified in this Agreement, if the City, County, or PDA default in the performance of their respective obligations under the terms and provisions of this Agreement, Developer shall only be entitled to non-monetary remedies, such as specific performance, declaratory relief, and injunctive relief. In the event that ITD declines to initiate construction of the Interchange, Developer is entitled to no specific remedies under the terms of this Agreement beyond return of any funds already donated to the other parties.
- 4.3 Attorneys' Fees. Should any party find it necessary to employ an attorney for representation in any action seeking enforcement of any of the provisions of this Agreement, the unsuccessful party (or parties) in any final judgment or award entered therein shall reimburse the prevailing party for all reasonable costs, charges and expenses, including reasonable attorneys' fees expended or incurred by the prevailing party in connection therewith and in connection with any appeal, and the same may be included in such judgment or award.

**SECTION 5.**  
**OTHER PROVISIONS**

- 5.1 Notices. All notices, requests, consents, approvals, payments in connection with this Agreement, or communications that the Parties desire or are required or permitted to give or make to any other Party under this Agreement shall only be deemed to have been given, made and delivered, when made or given in writing and personally served, or deposited in the United States mail, certified or registered mail, postage prepaid, or sent by reputable overnight courier (e.g., FedEx) and addressed to the Party's designated representative identified below:

BANNOCK COUNTY

Tiffany G. Olsen  
Administrative Manager  
Office of the Board  
of County Commissioners  
[tiffanyo@bannockcounty.us](mailto:tiffanyo@bannockcounty.us)  
(208) 236-7211  
624 E. Center, Room 103  
Pocatello, ID 83201

CITY OF POCATELLO

Jeffrey L. Mansfield, PE  
Public Works Director/City Engineer  
[jmansfield@pocatello.us](mailto:jmansfield@pocatello.us)  
(208) 234-6212  
911 N 7th Avenue  
Pocatello, ID  
83201

CITY OF POCATELLO

Joyce Stroschein, CPA CGFM  
Chief Financial Officer/Treasurer  
[jstroschein@pocatello.us](mailto:jstroschein@pocatello.us)  
(208) 234-6218  
911 N 7th Avenue  
Pocatello, ID 83201

POCATELLO DEVELOPMENT  
AUTHORITY

Melanie Gygli  
Executive Director  
[mgygli@pocatello.us](mailto:mgygli@pocatello.us)  
(208) 234-6583  
c/o City of Pocatello  
PO Box 4169  
Pocatello, ID 83205

MILLENNIAL DEVELOPMENT  
PARTNERS

Buck Swaney  
[buckswaney@gmail.com](mailto:buckswaney@gmail.com)  
(801) 694-4279  
1685 E. Haven Brook Cir  
Salt Lake City, UT 84121

Notice shall be deemed given upon actual receipt (or attempted delivery if delivery is refused), if personally delivered or rejected. Any Party may designate a new or substitute representative by so notifying the other Parties as specified in this Section.

- 5.2 Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the Party obligated to perform, shall excuse the performance by such Party for a period equal to any such prevention, delay or stoppage.
- 5.3 Choice of Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Idaho.
- 5.4 Jurisdiction. The state courts of the State of Idaho shall have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the Parties may

now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The Parties submit to the in personam jurisdiction of the State, to venue in the state courts within the State, and consent to service of process being effected upon them by certified mail sent to the addresses set forth in this Agreement.

- 5.5 Entire Agreement. This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the transaction contemplated herein, and no Party shall be liable or bound to any other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein.
- 5.6 Acknowledgments and Modifications. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by each Party hereto. In the event that all or any part of this Agreement is judicially found or declared to be unenforceable or contrary to applicable law, the Parties agree to modify the terms hereof to the slightest extent possible to cause the Agreement to be enforceable and consistent with applicable law.
- 5.7 Headings. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- 5.8 Successors and Assigns; Survival. This Agreement may be assigned only upon written consent of the parties, with such consent not being unreasonably withheld. All provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, successors and assigns and shall survive any transfer or assignment by a Party or their heirs, successors or assigns. This Agreement shall remain effective notwithstanding the expiration, cancellation, termination or completion of this Agreement as may be necessary for any Party to enforce the terms and provisions of this Agreement.
- 5.9 Counterparts. This Agreement may be executed in two or more counterparts, any of which shall be deemed an original but both of which together shall constitute one and the same instrument.
- 5.10 No Third Party Beneficiary Rights. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.
- 5.11 Time is of the Essence. Time is of the essence for this Agreement.
- 5.12 Sufficient Appropriation. It is understood and agreed that the City, the County, and PDA are governmental entities. Accordingly, this Agreement shall in no way be construed so as to bind or obligate these parties beyond the term of any particular appropriation of funds.

5.13 Effective Date. This Agreement shall become effective on the first date mentioned above and shall remain in effect until amended or replaced upon the mutual consent of all Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the Effective Date.

BANNOCK COUNTY:

\_\_\_\_\_  
By: Ken Bullock, its Chairman

CITY OF POCATELLO:

\_\_\_\_\_  
By: Brian C. Blad, its Mayor

POCATELLO DEVELOPMENT AUTHORITY:

\_\_\_\_\_  
By: Scott J. Smith, its Chairman

DEVELOPER:  
MILLENNIAL DEVELOPMENT PARTNERS

\_\_\_\_\_  
By:  
Its:

**AGENDA ITEM**

**NO. 6**

**DRAFT**

**POCATELLO DEVELOPMENT AUTHORITY  
REQUEST FOR BID  
COMMERCIAL SITE CLEAN-UP AND BARRIER INSTALLATION**

**COORDINATOR:** City of Pocatello, Planning & Development Services

**LOCATION:** 14371 U.S. 30  
Pocatello, ID

**PROJECT MANAGER:** Adam Lane, CDBG Program Manager  
Office: 234-6186 ♦ Cell: 681-9432 ♦ Email: [alane@pocatello.us](mailto:alane@pocatello.us)

**BID RELEASE DATE:**

The Pocatello Development Authority (PDA) is seeking bids for a commercial site clean-up project to begin as soon as possible. Bidders can mail, hand-deliver, fax or email the **completed bid forms**. **Page 3 of the bid documents must be filled out completely, signed and returned.** Mailed or hand-delivered bids can be mailed to City of Pocatello, Planning & Development Services Department, P.O. Box 4169, Pocatello ID 83205 or delivered to Planning & Development Services Department, Pocatello City Hall, 911 N. 7<sup>th</sup>. Bid documents can also be faxed to 208-234-6586 or emailed to [ncs@pocatello.us](mailto:ncs@pocatello.us).

**To inspect the site please contact Adam Lane at 208-234-6186 to schedule an appointment.**

**Bids are due no later than**

**Fill out all line items on required pages. Bid must be good for 90 days.**

The PDA will select the most responsive and responsible bidder offering the lowest total price. The PDA may also take into consideration the bidder's capacity to complete the project in a timely manner, and past performance of the bidder. The PDA reserves the right to reject any or all bids. Contractors will be notified of the award by phone. The contractor selected will be notified of the date and time set for the required preconstruction conference and contract signing. All permits, labor and materials costs must be included in bid.

**The successful bidder shall have five (5) business days only from being notified that they are the apparent low bidder, in which to provide evidence of current certification, insurance, bonding, city and state licensing.**

**SCOPE OF WORK:**

The Pocatello Development Authority is seeking bids from qualified construction firms for the clean-up of a commercial site and the installation of temporary barriers. The site has been the subject of illegal dumping of construction debris and yard waste and household materials.

Remove and dispose of all construction debris, yard waste and household materials that have been dumped on the site, excluding concrete material that is located in several locations. Any vehicle tires located on site are to be removed and disposed of.

Install a 12' wide x 6' high chain-link gate across the front entrance of the property.

Install approximately 300 lf of 48" safety fencing where indicated on the site plan.

Relocate two (2) concrete barriers to block rear entrance.

This project is not subject to Davis-Bacon wage requirements.

**GENERAL CONDITIONS – (as applicable to the above scope):**

GENERAL: Contractor agrees to furnish all of the materials, obtain necessary approvals and permits, and perform all of the labor to complete the repairs and improvements being bid. Contractor agrees to perform all work in accordance with applicable building codes for the total price listed.

Contractor must save and protect all surrounding property and right-of-way areas. Any damage of any sort must be repaired at Contractor's expense, prior to release of final payment.

PRE-BID REVIEW & INSPECTION: Before submitting a bid, Contractor shall carefully examine any specifications, addenda, and plans; visit the work site, including attending the walk-through, if required; verify all measurements; fully inform him/herself as to all existing conditions and limitations; and include in the bid a sum to cover the cost of all items included in the bid request. Change orders shall not be granted for anything concerning which the bidder might have fully informed him/herself about prior to bidding.

WORKERS COMPENSATION: If contractor or subcontractor plans to use current or new employees for this project, proof of Workers Compensation coverage must be presented for verification before contract is signed.

NEW MATERIALS REQUIRED: All materials used in connection with this project are to be new, of first quality, and without defects, unless stated otherwise and pre-approved by the Owner and Rehabilitation Specialist. All material costs are to be included in the bid, unless explicitly stated in the bid request that the Owner will supply a particular material, fixture, etc. Quality of materials provided by owner shall be "B" grade at a minimum.

MATERIALS DISPOSAL: All materials removed from the project site must be properly disposed of at a legal landfill and meet all federal, state, and local requirements. Any materials removal/handling requirements for a given landfill are the Contractor's full responsibility. **Where applicable, a copy of the "Asbestos Waste Shipment Report" of disposal will be required.** A receipt of proper disposal for all loads must be submitted with pay requests for any loads requiring special handling. Neither the City of Pocatello nor any of its employees makes any warranty, expressed or implied, or assumes any legal liability for potentially hazardous materials removed from any site.

DRAFT

I have reviewed the project description for the Commercial Site Clean-up at 14371 U.S. 30 Pocatello, Idaho, and verified the project bid total before signing this bid.

TOTAL PROJECT BID AMOUNT: \$ \_\_\_\_\_

Anticipated Start Date: \_\_\_\_\_

Total Completion Time: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Signature: \_\_\_\_\_

Company Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Email: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

City License No.: \_\_\_\_\_

State License No.: \_\_\_\_\_

**DRAFT**

**Subcontractor List:**

If contractor plans to subcontract any part of this work, please list those subcontractor(s) below. If none, please write N/A. Any changes to your list must be approved by the PDA prior to contract signing. At contract signing, final subcontractor(s) and their license number(s) must be provided. Failure to complete and return this form may render the bid unresponsive and void.

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Install gate at entrance to property.



Yard waste to be removed

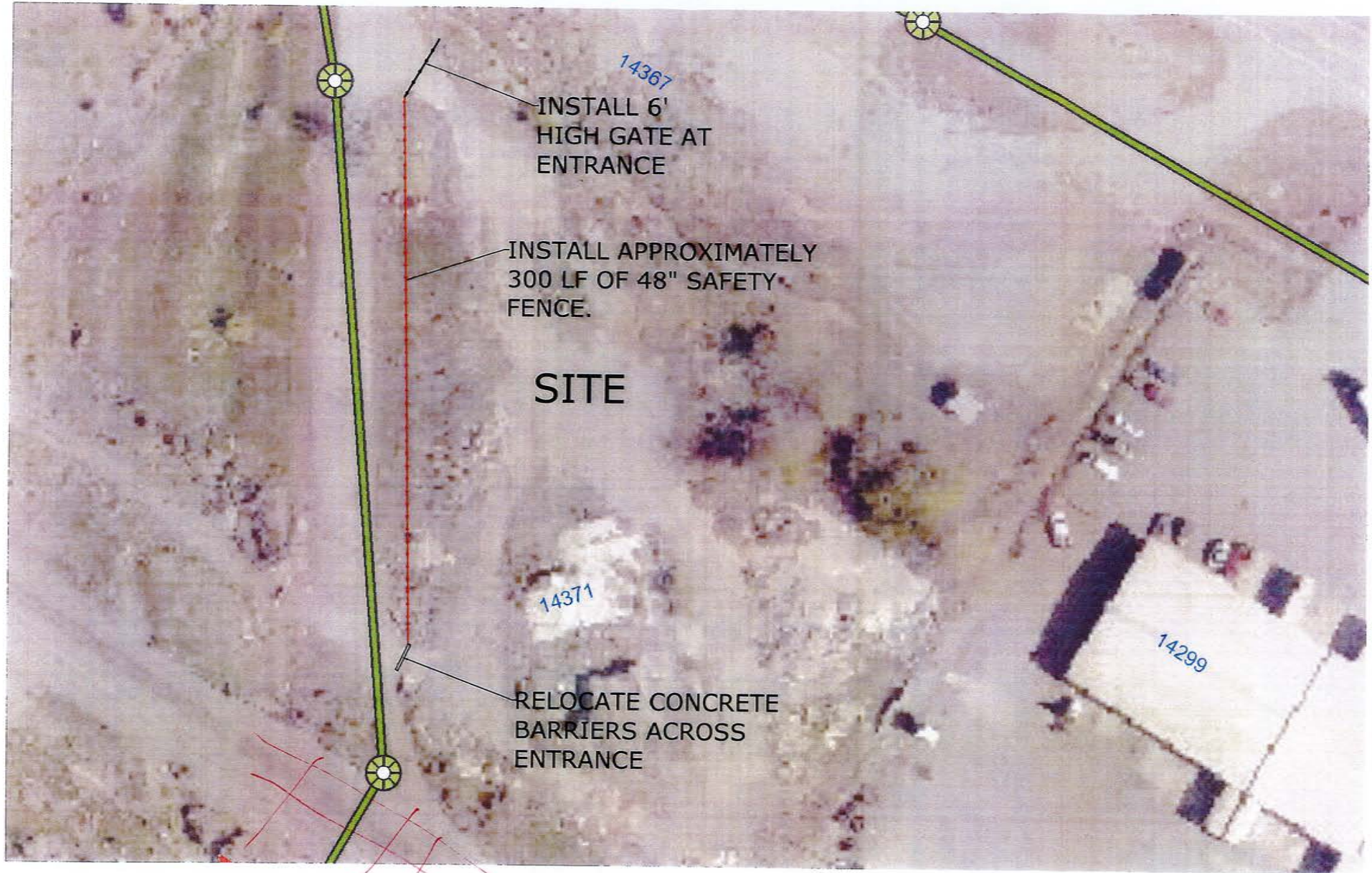


Construction debris and household items to be removed.



Install safety fence along existing fence line.

Hwy 30



14367

INSTALL 6'  
HIGH GATE AT  
ENTRANCE

INSTALL APPROXIMATELY  
300 LF OF 48"  
SAFETY  
FENCE.

SITE

14371

RELOCATE CONCRETE  
BARRIERS ACROSS  
ENTRANCE

14299

~~RR~~

Scale:NTS