

## Call to Order and Acknowledgment of Guests

### Agenda Item No. 1: Disclosure of Conflicts of Interest

### Agenda Item No. 2: Minutes – [ACTION ITEM]

Motion to approve and/or amend the Regular and Executive Session Meeting Minutes of 3/20/19.

### Agenda Item No. 3: Financial Report – [ACTION ITEM]

Motion to approve and/or amend the February and March 2019 Income and Expense Reports.

### Agenda Item No. 4: Payment Requests/Reimbursements – [ACTION ITEM]

- a. Elam & Burke for March services: \$2,600.00 on Northgate TIF (general fund); \$51.25 on Philbin Road/Hoku property (North Portneuf District); \$129.00 on North Yellowstone District closure (North Yellowstone District)
- b. Stacey & Parks in the amount of \$4,120.00 for March services on Philbin Road/Hoku property (North Portneuf District)

### Agenda Item No. 5: Request for Disbursement of Approved Grants or Loans [ACTION ITEM]

- a. BGS Holdings LLC
- b. Simmons Surgical LLC
- c. Station Square

### Agenda Item No. 6: Request for Grants and/or Loans [ACTION ITEM]

- a. Inergy, 695 West Maple (amendment of approved grant request)
- b. The Yellowstone, 230 West Bonneville (amendment of approved loan request)
- c. Station Square, 200 South Main (additional request)

### Agenda Item No. 7: Hoku Property Disposition – [ACTION ITEM]

Executive Session: Matters may exist for discussion in an executive session as per I.C. §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 and I.C. §74-206(1)(d & f) to communicate with legal counsel for the PDA to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated and to consider records that are exempt from disclosure.

### Agenda Item No. 8: Reports and Updates

- a. Naval Ordnance District
- b. Northgate TIF Plan
- c. North Yellowstone TIF Closure
- d. Discussion/Adoption of Agency Policies and Project Priorities Regarding Grants & Loans [ACTION ITEM]

## 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 Skyler Beebe at [sbeebe@pocatello.us](mailto:sbeebe@pocatello.us); 208.234.6248; or 5815 South 5<sup>th</sup> Avenue, Pocatello, ID.

**AGENDA ITEM**

**NO. 3**

**(to be supplemented)**

Pocatello Development Authority  
Balance Sheet by Class  
As of February 28, 2019

	1-General Fund	3-North Yellowstone	4-Naval Ordinance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
<b>ASSETS</b>						
<b>Current Assets</b>						
Checking/Savings						
ICCU Checking	1,025,330.91	106,846.09	970,468.93	335,769.23	554,628.02	2,993,043.18
ICCU Savings	25.00	0.00	0.00	0.00	0.00	25.00
Zions 2012 Bnd Fnd 7110526D	0.00	19.40	0.00	0.00	0.00	19.40
Zions Bnd Reserve Fnd 7110526B	0.00	683,551.82	0.00	0.00	0.00	683,551.82
Zions Rev Alloc Fnd 7110526	0.00	3,554,397.20	0.00	0.00	0.00	3,554,397.20
Total Checking/Savings	1,025,355.91	4,344,814.51	970,468.93	335,769.23	554,628.02	7,231,036.60
<b>Other Current Assets</b>						
Accrued Interest Income	23,932.63	4,424.57	173.37	66.66	100.00	28,697.25
Property Tax Receivable	0.00	99,168.01	0.00	201,165.23	0.00	299,333.24
Total Other Current Assets	23,932.63	102,592.58	173.37	201,231.91	100.00	328,030.49
Total Current Assets	1,049,288.54	4,447,407.09	970,642.30	537,001.14	554,728.02	7,559,067.09
<b>Other Assets</b>						
Inventory - Leasehold	424,779.00	0.00	0.00	0.00	0.00	424,779.00
Note Receivable	76,000.00	0.00	0.00	0.00	0.00	76,000.00
Total Other Assets	500,779.00	0.00	0.00	0.00	0.00	500,779.00
<b>TOTAL ASSETS</b>	<b>1,550,067.54</b>	<b>4,447,407.09</b>	<b>970,642.30</b>	<b>537,001.14</b>	<b>554,728.02</b>	<b>8,059,846.09</b>
<b>LIABILITIES &amp; FUND BALANCE</b>						
<b>Liabilities</b>						
<b>Current Liabilities</b>						
Other Current Liabilities						
Acct Payable	18,311.63	0.00	0.00	6,984.31	0.00	25,275.94
Security Deposit	0.00	0.00	0.00	200,000.00	0.00	200,000.00
Total Other Current Liabilities	18,311.63	0.00	0.00	206,984.31	0.00	225,275.94
Total Current Liabilities	18,311.63	0.00	0.00	206,984.31	0.00	225,275.94
<b>Long Term Liabilities</b>						
Deferred Interest Receivable	23,632.57	0.00	0.00	0.00	0.00	23,632.57
Deferred Notes Receivable Rev	76,000.00	0.00	0.00	0.00	0.00	76,000.00
Deferred Tax Revenues	0.00	10,399.03	0.00	201,025.90	0.00	211,424.93
Total Long Term Liabilities	99,632.57	10,399.03	0.00	201,025.90	0.00	311,057.50
Total Liabilities	117,944.20	10,399.03	0.00	407,990.21	0.00	536,333.44
<b>Equity</b>						
Fund Balance	1,931,837.57	3,590,235.69	868,662.92	136,330.61	499,607.73	7,026,674.52
Net Income	-499,714.23	846,772.37	101,979.38	-7,319.68	55,120.29	466,838.13
Total (Fund Balance	1,432,123.34	4,437,008.06	970,642.30	129,010.93	554,728.02	7,523,512.65
<b>TOTAL LIABILITIES &amp; Fund Balance</b>	<b>1,550,067.54</b>	<b>4,447,407.09</b>	<b>970,642.30</b>	<b>537,001.14</b>	<b>554,728.02</b>	<b>8,059,846.09</b>

Pocatello Development Authority  
Profit & Loss by Class  
February 2019

Ordinary Income/Expense	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
<b>Income</b>						
Interest Income	204.63	4,755.74	169.35	63.50	91.72	6,443.18
Property Taxes	0.00	29,485.25	0.00	0.00	0.00	29,485.25
Rental Income	0.00	1,156.24	0.00	0.00	0.00	0.00
<b>Total Income</b>	<b>204.63</b>	<b>35,399.23</b>	<b>169.35</b>	<b>63.50</b>	<b>91.72</b>	<b>35,928.43</b>
<b>Gross Profit</b>	<b>204.63</b>	<b>35,399.23</b>	<b>169.35</b>	<b>63.50</b>	<b>91.72</b>	<b>35,928.43</b>
<b>Expense</b>						
Administrative	314.65	0.00	0.00	0.00	0.00	314.65
Economic Grants Issued	48,806.72	0.00	0.00	0.00	0.00	48,806.72
Economic Loans	70,231.10	0.00	0.00	0.00	0.00	70,231.10
Professional Services	6,086.54	0.00	0.00	1,266.45	0.00	7,352.99
<b>Total Expense</b>	<b>125,439.01</b>	<b>0.00</b>	<b>0.00</b>	<b>1,266.45</b>	<b>0.00</b>	<b>126,705.46</b>
<b>Net Ordinary Income</b>	<b>-125,234.38</b>	<b>35,399.23</b>	<b>169.35</b>	<b>-1,202.95</b>	<b>91.72</b>	<b>-90,777.03</b>
<b>Net Income</b>	<b>-125,234.38</b>	<b>35,399.23</b>	<b>169.35</b>	<b>-1,202.95</b>	<b>91.72</b>	<b>-90,777.03</b>

6,683,815.72. The checking account balance was 2,993,043.18 the savings account was \$25.00, and cash being held by Zions Trust amounted to \$4,237,968.42

Pocatello Development Authority recognized normal financial activity during the month of February. The Authority received revenues totaling \$35,928.43 of which \$6,443.16 was interest earnings on cash invested was \$6,443.18. Property taxes for the North Yellowstone district - \$29,485.25 totalled \$29,485.25.

Total expenses for the month were \$126,705.46. Admin expenses were \$234.60 for the lunch meetings, \$166.97 for publishing costs. Economic grants were \$48,806.72. Economic loans \$70,231.10. Legal services totalled \$7352.99.

date revenues of \$1,068,290.33 (see page 3) are less than expenses of \$71,452.20 so overall net use of reserves is \$496,838.13.

Pocatello Development Authority  
Profit & Loss by Class  
October 2018 through February 2019

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
Interest Income	1,330.34	35,844.79	769.20	352.27	513.20	38,809.80
Personal Property tax replace	0.00	23,003.35	6,043.21	404.91	0.00	29,451.47
Property Taxes	0.00	837,091.84	95,166.97	9,004.92	54,807.09	995,870.82
Rental Income	3,000.00	1,158.24	0.00	0.00	0.00	4,158.24
<b>Total Income</b>	<b>4,330.34</b>	<b>897,096.22</b>	<b>101,979.38</b>	<b>9,762.10</b>	<b>55,120.29</b>	<b>1,068,290.33</b>
<b>Gross Profit</b>	<b>4,330.34</b>	<b>897,096.22</b>	<b>101,979.38</b>	<b>9,762.10</b>	<b>55,120.29</b>	<b>1,068,290.33</b>
<b>Expense</b>						
Administrative	1,078.76	0.00	0.00	278.41	0.00	1,357.17
Debt Service	0.00	0.00	0.00	0.00	0.00	0.00
Interest	0.00	50,325.85	0.00	0.00	0.00	50,325.85
<b>Total Debt Service</b>	<b>0.00</b>	<b>50,325.85</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>50,325.85</b>
Dues and Memberships	1,350.00	0.00	0.00	0.00	0.00	1,350.00
Economic Grants Issued	382,505.25	0.00	0.00	0.00	0.00	382,505.25
Economic Loans	70,231.10	0.00	0.00	0.00	0.00	70,231.10
Professional Services	42,782.92	0.00	0.00	14,490.70	0.00	57,283.62
Other Professional Services	6,086.54	0.00	0.00	2,312.67	0.00	8,399.21
Professional Services - Other	48,879.46	0.00	0.00	16,803.37	0.00	65,682.83
<b>Total Professional Services</b>	<b>504,044.57</b>	<b>0.00</b>	<b>0.00</b>	<b>17,081.78</b>	<b>0.00</b>	<b>571,452.20</b>
<b>Total Expense</b>	<b>504,044.57</b>	<b>50,325.85</b>	<b>0.00</b>	<b>17,081.78</b>	<b>0.00</b>	<b>571,452.20</b>
<b>Net Ordinary Income</b>	<b>-499,714.23</b>	<b>846,772.37</b>	<b>101,979.38</b>	<b>-7,319.68</b>	<b>55,120.29</b>	<b>496,838.13</b>
<b>Net Income</b>	<b>-499,714.23</b>	<b>846,772.37</b>	<b>101,979.38</b>	<b>-7,319.68</b>	<b>55,120.29</b>	<b>496,838.13</b>

**AGENDA ITEM**

**NO. 5**

**(to be supplemented)**

# Pocatello Development Authority

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

*An urban renewal agency for the City of Pocatello, Idaho*

TO: Pocatello Development Authority, Board of Commissioners  
FROM: Melanie Gygli, Interim Executive Director *MG*  
Merril Quayle, Public Works Development Engineer *MB*  
DATE: Meeting of April 17, 2019  
SUBJECT: BGS Holdings – Issuance of Funds

As part of the Economic Development Agreements with BGS Holdings, the Board approved loan funds of up to \$200,000.00 and a grant for \$60,000.00 for costs related to a variety of work on the building at 228 South Main.

A request for payment in the amount of \$43,720.00 has been submitted for the following items:

1. Masonry, electrical, HVAC, electrical, etc. (see attached invoice)

The necessary permits were obtained and the work has been completed to the extent of the invoice. Based on what has been done and the approval given, \$9,910.00 is applicable to the grant (façade work) and \$33,810.00 is applicable to the loan.

With this request, the total drawn on the loan is \$125,862.14, with \$74,137.86 remaining. The total drawn on the grant is \$15,910.00 with \$44,090.00 remaining.

It is our determination that the fund request is appropriate for payment. Payment should be made as follows:

1. CP Integrity Construction, \$43,720.00

# Pocatello Development Authority

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

*An urban renewal agency for the City of Pocatello, Idaho*

TO: Pocatello Development Authority Board of Directors  
FROM: Melanie Gygli, Interim Executive Director *mg*  
Merril Quayle, Public Works Development Engineer *MB*  
DATE: Meeting of April 17, 2019  
SUBJECT: Simmons Surgical – Issuance of Grant Funds

As part of the Economic Development Loan & Grant Agreements with Simmons Surgical, the Board provided grant funds of \$75,000.00 for costs related to restoration of the hardwood floors, original skylights, original ceiling, and façade and storefront, along with associated plans and demolition, for the building at 312 West Center.

Dane Simmons, representing Simmons Surgical, has submitted a request for \$16,277.28 covering a portion of the hardwood floor restoration, some framing work, and restoration of the skylights. On April 19, 2019, the work was inspected and we determined the fund request is proportionate to the work that has been done. Therefore, based on the PDA's action on 4/17/19, payment can be made.

With this request, the total drawn on this grant will be \$42,215.94; remaining to be drawn is \$32,784.06.

Please make a check payable to:

1. Simmons Surgical in the amount of \$3,262.28
2. CP Integrity Construction in the amount of \$6,140.00
3. Precision Glass in the amount of \$6,975.00

TO: Pocatello Development Authority Board of Directors  
FROM: Melanie Gygli, Interim Executive Director *MG*  
Merril Quayle, Public Works Development Engineer *MQ*  
DATE: Meeting of April 17, 2019  
SUBJECT: Simmons Surgical – Issuance of Loan Funds

As part of the Economic Development Loan & Grant Agreements with Simmons Surgical, the Board provided loan funds of \$125,000.00 for costs related to necessary repairs and add facilities to create a surgical skills training suite and an Air BnB-type lodging room in the building at 312 West Center.

Dane Simmons, representing Simmons Surgical, has submitted a request for \$13,460.00 covering materials and labor for a variety of interior work. On April 19, 2019, the work was inspected and we determined the fund request is proportionate to the work that has been done. Therefore, based on the PDA's action on 4/17/19, payment can be made.

With this request, the total drawn on this loan will be \$38,629.43; remaining to be drawn is \$86,370.57.


Please make checks payable to:

1. Simmons Surgical in the amount of \$2,450.
2. CP Integrity Construction in the amount of \$11,010.00

# Pocatello Development Authority

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

*An urban renewal agency for the City of Pocatello, Idaho*

TO: Pocatello Development Authority Board of Directors  
FROM: Melanie Gygli, Interim Executive Director   
Merril Quayle, Public Works Development Engineer   
DATE: Meeting of April 17, 2019  
SUBJECT: Station Square – Issuance of Grant Funds

As part of the Economic Development Loan & Grant Agreements with Station Square, the Board approved grant funds of \$100,000.00 for costs related to work on the fire sprinkler system, fires exist stairway in the atrium, and automatic doors on the front and back of the building at 200 South Main.

Denis Clijsters, representing Station Square, has submitted a request for \$15,059.00 covering installation of the automatic doors. The appropriate permits and inspections were completed, so the fund request is proportionate to the work that has been done.

With this request, the total drawn on the grant will be \$15,059.00; remaining to be drawn is \$84,941.00.

Please make checks payable to:

1. Overhead Door in the amount of \$13,866.00
2. Electrical Construction & Sales in the amount of \$1,192.00

# Pocatello Development Authority

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

*An urban renewal agency for the City of Pocatello, Idaho*

TO: Pocatello Development Authority Board of Directors  
FROM: Melanie Gygli, Interim Executive Director *MG*  
Merril Quayle, Public Works Development Engineer *MQ*  
DATE: Meeting of April 17, 2019  
SUBJECT: Station Square – Issuance of Loan Funds

As part of the Economic Development Loan & Grant Agreements with Station Square, the Board provided loan funds of \$100,000.00 for costs related to installation of a Class A hood in the existing restaurant and electric meters on the outside of the building at 200 South Main.

Denis Clijsters, representing Station Square, has submitted a request for \$43,523.72 covering installation of the Class A hood. The appropriate permits and inspections were completed, so the fund request is proportionate to the work that has been done.

With this request, the total drawn on this loan will be \$43,523.72; remaining to be drawn is \$56,476.28.

Please make checks payable to:

1. Mechanical Solutions Corp. in the amount of \$42,905.00
2. Denis Clijsters in the amount of \$618.72

**AGENDA ITEM  
NO. 6**

U U

**POCATELLO DEVELOPMENT AUTHORITY (PDA)  
Preliminary Application for use of Tax Increment Financing**

Application:

Name: Inergy Date: 3/12/19

Mailing Address: 620 Pheasant Ridge Dr, Chubbuck, ID 83202

Work Phone: 877-969-2432 Cell Phone: 208-220-5658 E-Mail: jared@inergysolar.com

Project Description: Site Improvements: Renovate existing shop area to create office space, research and development offices, and section off additional offices.

Project Location: 525 W Maple, Pocatello, ID 83201

Is this project currently in an urban renewal area?  Yes  No

Is the project currently in a revenue allocation area?  Yes  No

If you answered 'no' to both questions above, please describe the "deteriorated or deteriorating" conditions associated with this location:

Vacant and in poor interior condition from previous occupants.

Current Assessed Value of Project Location: Rental, property value of \$1,300,000

Estimated Construction Value of Project: \$75,000

Number of jobs created by this project: 10 Wage range of jobs: \$30 - 50k

Employee Benefits?  Yes  No If yes, please describe: \_\_\_\_\_

Health Insurance, Paid Time Off, Holiday Pay

Time frame for job creation: Within calendar year of 2019

Construction start date for project: 4/1/19 Anticipated completion date: 7/1/19

Briefly describe other public benefit(s) associated with this project: Locating a "hot" tech startup in the heart of Pocatello will help awareness to the opportunities that are here, and provide local, exciting employment opportunities to retain ISU graduates. Additional employees will also help increase local commerce. We want to be very visible and active in the local community with sponsorships and activities.

Does this project compete with other, already established businesses? How? No

---

Is this project currently subject to a competitive bid process? Please explain:

We are actively seeking competitive bids for the project

Are there other applicants that may be interesting in applying for PDA assistance for this same project? Please explain: No, the project owner is applying

---

Relationship of named applicant to the project: President of Inergy

Type of Assistance Requested

(check all that apply):

- Public Infrastructure (water, sewer, street, etc.).
- Public Facility (building, park, parking lot, etc.).
- Match for other funding.
- Inspections, tests, surveys, appraisals, etc.
- Property Acquisition.
- Structure Demolition and Clearance.
- Other? Please Specify Property Improvements

Amount of Assistance Requested: \$25,000

Form of Assistance Requested:

- Grant of Funds.
- Loan of Funds.
- Reimbursement for Approved Expenditures.
- Pay-As-You Go.
- Bonding.
- Other? Please specify \_\_\_\_\_

Other helpful information? Please list: We have a very strong humanitarian effort to provide renewable, reliable power to disaster stricken areas or poverty zones. In 2018 we donated over \$350,000 in products to various communities. These projects bring lots of press coverage regionally, and increasingly nationally.

Return completed application to:

PDA Executive Director  
City of Pocatello  
P O Box 4169  
Pocatello ID 83205

## ECONOMIC DEVELOPMENT GRANT AGREEMENT

This Agreement made this 16th day of May, 2018, by and between Inergy Holdings, LLC, an Idaho Limited Liability Company, dba Inergy Solar (hereinafter referred to as "Inergy"), and the Pocatello Development Authority, an urban renewal agency formed in accordance with the laws of the State of Idaho (hereinafter referred to as "PDA").

### **1. Recitals**

**1.1** Inergy is an Idaho company engaged in the business of portable devices for the collection and storage of solar power for use with personal devices. Monetary assistance has been requested for enhancements to the property at 880 North 5<sup>th</sup> Avenue, to be used by Inergy as an office and production facility. Said monetary assistance has been offered by the PDA to expedite the process and assist in the retention and creation of jobs and tax revenue for the City.

**1.2** PDA is a public body created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency, PDA is charged with aiding and assisting economic development in Pocatello, Idaho (hereinafter at times "the community"), including assisting developments that will retain and increase available jobs in the community; and is further charged with encouraging such development by private enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code §50-2902, being part of the Local Economic Development Act.

**1.3** In fulfillment of its statutory duties with respect to development and job retention and creation in the Pocatello, Idaho area, PDA has the power to make funds available to assist businesses that will retain and/or create jobs in the community and enhance the economic viability of the community.

1.4 PDA has determined that the expansion of Inergy's business establishment represents the type of urban area development to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development in the area and the creation of jobs and increased tax base consistent with the applicable urban renewal law. For that reason, PDA has committed to grant the sum of twenty-five thousand dollars (\$25,000.00) to Inergy to assist with its building enhancements.

1.5 By this Agreement, PDA and Inergy wish to memorialize their mutual undertaking and commitments with respect to the economic development grant described herein.

## 2. Provisions for the Economic Development Funds

2.1 PDA agrees to grant Inergy the sum of twenty-five thousand dollars (\$25,000.00). Said grant shall be used exclusively for building enhancements including but not limited to the remodeling of a bathroom and construction of a roof deck at Inergy's location at 880 North 5<sup>th</sup> Avenue, , Pocatello, Idaho.

2.2 In return for PDA's agreement to grant said funds, Inergy agrees as follows:

A. To add at least ten (10) new employees to its payroll, with an average annual salary of not less than thirty thousand dollars (\$30,000), no later than close of business December 31, 2018.

B. To maintain these employment numbers and wages for a minimum period of three (3) years from establishing this benchmark.

C. To submit an employee verification study to be conducted by or at the direction of PDA upon reasonable notice. Inergy and PDA agree to cooperate in the exchange of information for said study, which may be conducted as frequently as every six months, but no less than once per year, so long as Inergy is in compliance with the employment requirements provided

in paragraphs A and B above. In the event Inergy fails or refuses to meet any of the requirements of paragraphs A or B above, PDA reserves the right to conduct an employee verification study as frequently as every three months until Inergy is in compliance for two consecutive verification studies. For the purpose of this section, a "year" shall begin on the date described in paragraph B above, or at such time as the employment benchmark is met.

D. In the event Inergy fails or refuses to meet any of the requirements of paragraphs A or B above, PDA's grant of \$25,000.00 shall convert to a loan, accruing interest at prime plus 1% (beginning with the conversion date from a grant to a loan) to be repaid in full in monthly installments within five (5) years from the date of default, or as agreed to by the parties.

### **3. Effect of Agreement**

3.1 It is understood by the parties to this Agreement that the amounts paid by PDA to Inergy for the benefit of Inergy are not to be construed as compensation for specific services by Inergy for PDA. Rather, the intent of the parties is that the payment assists Inergy in its need for additional space.

3.2 The parties acknowledge that the effect of the payments by PDA required hereunder will inure to the benefit of Inergy, while having the corresponding benefit to the public purposes of PDA as described above.

### **4. Miscellaneous**

4.1 This Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

4.2 In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

4.3 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors. Inergy may assign this Agreement with the express written consent of the PDA, which consent shall not be unreasonably withheld.

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

4.5 Notices by either party to the other shall be made in writing and delivered by first class mail, postage prepaid, to the parties as follows:

COMPANY: Inergy Holdings, LLC  
dba Inergy Solar  
Attn: Sean Luangrath  
880 North 5<sup>th</sup> Avenue  
Pocatello, ID 83201

PDA: Pocatello Development Authority  
Attn: Executive Director for the PDA  
911 North 7<sup>th</sup> Avenue  
Pocatello, ID 83201

4.6 This document constitutes the entire agreement of the parties with respect to the guarantee of payment by PDA to Inergy and supersedes any prior agreements of the parties.

4.7. This Agreement may be altered only by written Addendum or Amendment executed by both parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

POCATELLO DEVELOPMENT AUTHORITY  
An urban renewal agency under the laws of the  
State of Idaho

INERGY HOLDINGS, LLC, an Idaho  
Limited Liability Company, dba Inergy  
Solar

Scott Smith, Chairman

Sean Luangrath, Member

**ACKNOWLEDGEMENTS**

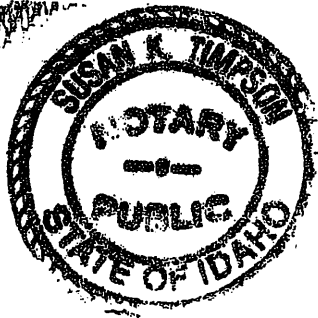
**FOR THE POCATELLO DEVELOPMENT AUTHORITY:**

STATE OF IDAHO                    )  
  ss:  
County of Bannock                )

On this 16<sup>th</sup> day of May, 2018, before me, the undersigned, a Notary Public in and for the State, personally appeared Scott Smith known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the date and year in this certificate first above written.

(SEAL)



Susan K. Timpson  
NOTARY PUBLIC FOR IDAHO  
Residing in: McCammon, ID  
My commission expires: 2/22/2024

**ENERGY HOLDINGS, LLC, AN IDAHO LIMITED LIABILITY COMPANY dba Inergy Solar**

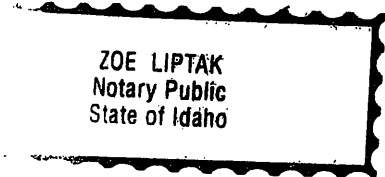
STATE OF IDAHO )  
County of Bannock )  
SS:

On this 8th day of May, 2018 before me, the undersigned, a Notary Public in and for the State, personally appeared Sean Luangrath, known to me or proved to me to be a Member of Inergy Holdings, LLC, an Idaho Limited Liability Company, dba Inergy Solar, whose name is subscribed to the foregoing instrument on behalf of said company, and acknowledged to me that he executed the same for and on behalf of said company by authority of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

Zoe Liptak  
NOTARY PUBLIC FOR IDAHO  
Residing in Chubbuck, ID  
My commission expires: 10/6/2020



District (50,148.51). Expenses totaled \$648,890.49, including \$132.04 for the August lunch meeting, debt service payment of \$58,382.25 and principal payment of \$564,000 on the North Yellowstone bond, \$17,740.20 in principal payment to the City on the North Portneuf property, and professional services payment to Elam & Burke of \$3,350 and \$5,286 Elam & Burke for work on the Northgate TIF plan and the Hoku property. Following discussion, it was then **MSC (T. Tovey, S. Turner)** to approve the August 2018 financial reports as presented.

**Agenda Item No. 5: Engagement of Auditor for FY2018 Audit.** **Stroschein** presented a proposal by Deaton & Company to perform the PDA's FY2018 audit. This firm also does the City's audit. Following brief discussion it was **MSC (T. Tovey, C. Carr)** to engage Deaton & Company to do the PDA's FY2018 audit and authorize the Chair to sign the proposal.

**Agenda Item No. 4: Request for Funding – Yellowstone Restaurant (The Bridge).** **Gygli** explained The Bridge has been purchased by new owners and is now The Yellowstone. Because of this change, the funding assistance approved for The Bridge must be reconsidered. Also, there was some confusion regarding the form of the assistance, whether loan, grant, or a combination.

**Clijsters** and **Erchul**, representing The Yellowstone, reviewed their proposal. They have assumed the loan originally made by the PDA to Lisa Willmore for The Bridge. Additionally, they are asking for \$16,795 as a loan to allow creation of an outdoor patio area (total loan with assumption of \$42,795) and \$27,623.88 in grant funds to cover the remaining unpaid costs from moving The Bridge from its original location, for a total funding request of \$70,418.88. They would like to have the same loan terms as originally given to The Bridge, specifically, a five-year term, with 0 percent interest and no payments for one year, with the balance due over four years at prime plus one percent, payable in quarterly payments.

In response to questions from Board members, **Clijster** and **Erchul** stated business has been excellent, with sales exceeding projected numbers. They have begun working on the patio, keeping costs down by using their own labor as much as possible. Following discussion, it was **MSC (C. Carr, J. Johnston)** to provide a loan in the amount of \$16,795 for the patio project, to be added to the loan assumed from The Bridge, for a total loan of \$42,795.00, with a five-year term, at 0 percent interest and no payments for one year, with the balance due over four years at prime plus one percent, payable in quarterly payments. The loan is to be guaranteed by the four owners. Further, a grant will be provided in the amount of \$27,623.88 to cover unpaid moving expenses from when the The Bridge moved from its 1<sup>st</sup> Avenue location.

**Agenda Item No. 8: Reports and Updates.**

- a. **Positron:** **Gygli** reported a follow up letter is being sent to Idaho State University inquiring about the University's interest in acquiring this property. Mike Smith has offered tours of the facility to members of the Board, if desired.
- b. **Naval Ordnance District:** No update on the lawsuit status was available.
- c. **Peterson, Inc.:** **Gygli** briefly reviewed the semi-annual employment report for June 2018. Peterson continues meeting all employment benchmarks.
- d. **District Closeouts:** **Stroschein** provided Board members with a spreadsheet showing cash balances and commitments for each of the TIF districts and general fund. After talking with Zions Bank, she calculates that the bonds can be paid off by March of 2019, and steps can be made to close this district, as all obligations have been met. This will result in at least \$73M of value being returned to the general tax rolls. As regards the Naval Ordnance Plant District, the Board needs to determine how to proceed, given the continuing lawsuit, with potential projects. If no further projects are anticipated, this district could be closed. Also, when the Philbin Road/Hoku property transaction is completed, the North Portneuf District could be closed.

# ECONOMIC DEVELOPMENT LOAN & GRANT AGREEMENT

is Economic Development Loan and Grant Agreement (hereinafter "Agreement") is made this 17th day of October 2018, between **Yellowstone Restaurant LLC**, an Idaho Limited Liability Company, whose address is 230 West Bonneville, Pocatello, Idaho 83204 (hereinafter referred to as "Yellowstone"), and the **Pocatello Development Authority**, an urban renewal agency formed under the laws of the State of Idaho (hereinafter referred to as "PDA") whose address is 911 North 7th Avenue, Pocatello, ID 83201.

## Recitals

A. By Economic Development Grant and Loan Agreement dated October 19, 2016, the PDA agreed to contribute to the cost of the relocation of The Bridge Steak and Seafood Restaurant from the Kinport Junction building, located on South 1st Avenue, Pocatello, Idaho to the Yellowstone Hotel building located at 200 West Bonneville Street, Pocatello, Idaho. The relocation was necessary to facilitate a new tenant, Derive Power, LLC, an Idaho Limited Liability Company, doing business as Bullydog, who desired to occupy the Kinport Junction building to use as a larger centralized production and marketing office.

B. After the move to the Yellowstone Hotel building, the owners of The Bridge sold their business interest in The Bridge to Yellowstone, which will continue the restaurant operation in the Yellowstone Hotel building. Yellowstone has agreed to assume the debt incurred by The Bridge to PDA under the referenced Economic Development Grant and Loan Agreement in the amount of twenty-six thousand dollars (\$26,000.00).

C. Subsequent to The Bridge's relocation to the Yellowstone Hotel building and the sale of the business to Yellowstone, additional expenses have arisen associated with needed upgrades and installations to facilitate the restaurant's kitchen needs and to ensure the safety of the employees and customers at this new location. Further, Yellowstone desires to create an outdoor seating area for patrons to increase business opportunities.

D. PDA is an independent public body, corporate and politic, created as an urban renewal agency pursuant to Idaho Code § 50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency established by the City Council of the City of Pocatello, PDA is charged with aiding and assisting economic development in the Pocatello area, including assisting developments that will retain and increase available jobs and valuation in the community; and is further charged with encouraging such development by private enterprise; all as more specifically provided in Idaho Code §§ 50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code § 50-2902, being part of the Local Economic Development Act.

E. PDA has determined that the improvements are necessary for the viability and operation of the restaurant and more importantly represent the type of development which PDA can assist with and support under the applicable statutes; that such assistance and support will reduce and alleviate urban blight and will promote economic development of the area by assisting this business to continue to grow, which will increase employment and increase the tax base valuation with the City.

F. For these purposes and reasons, the PDA has committed to provide from the PDA General Fund a loan of \$16,795.00 pursuant to the terms and conditions set forth below. This loan is in addition to the assumption of the original loan to The Bridge in the amount of \$26,000.00. Further, the PDA has committed to provide from the PDA General Fund a grant of \$27,623.88 to pay costs associated with moving the restaurant operation from its original location.

## Agreement

1. **Assumption of The Bridge Debt.** Upon execution of this Agreement, Yellowstone unconditionally assumes all of the debt and liabilities of The Bridge under the Economic Development Grant and Loan Agreement dated October 19, 2016

2. **Economic Development Loan.** Upon the PDA's receipt of detailed invoices from qualified contractor(s) and/or Yellowstone and verification by the PDA that work creating the backyard patio, including concrete, miscellaneous yard work and fence, gas connection and fire pits, and Main Street signage, has been completed, inspected, and is fully operational, the PDA shall loan Yellowstone an additional amount of up to sixteen thousand, seven hundred ninety-five and no/00 dollars (\$16,795.00). Said loan shall be paid within five (5) years from the date the loan is issued; the first year will accrue interest at 0 percent and each year thereafter the interest will be prime plus 1 percent.

3. **Economic Development Grant.** Upon the PDA's receipt of detailed invoices from qualified contractor(s) and/or Yellowstone and verification by the PDA that miscellaneous building improvements including removing exhaust hood, exhaust fan, and make-up air unit and walk-in cooler from 1<sup>st</sup> Street to West Bonneville; necessary electrical and plumbing upgrades;

and installation of necessary fire extinguishers has been completed, inspected, and is fully operation, the PDA shall grant Yellowstone up to twenty-seven thousand, six hundred twenty-three and 88/100 dollars (\$27,623.88) for payment of costs associated with moving The Bridge from its original location on South 1<sup>st</sup> Avenue.

**Promissory Note.** Yellowstone shall execute the Promissory Note attached hereto as Exhibit A. The amount of the Promissory Note shall include the total indebtedness owed under the Assumption referenced in Paragraph 1 above and the Economic Development Loan referenced in Paragraph 2 above.

5. **Personal Guarantee.** Each owner and member of Yellowstone shall execute the Guaranty attached hereto as Exhibit B. The amount guaranteed under Guaranty shall include all indebtedness owed by Yellowstone to the PDA.

6. **Indemnification.** Yellowstone shall be responsible to contract, schedule, manage and pay for qualified contractor(s) to perform all necessary work and improvements referenced in this Agreement. Yellowstone shall indemnify and hold harmless the PDA from any and all claims, causes of action, and liabilities arising from or related in any way to that work and improvements.

7. **Miscellaneous.**

7.1. It is understood by the parties that the amounts paid by PDA to Yellowstone for the benefit of Yellowstone and previously The Bridge are not to be construed as compensation for specific services by Yellowstone or The Bridge for PDA. Rather, the intent of the parties is that the grant and loans assist Yellowstone in its need for reestablishment of its restaurant and their ability to continue to operate

7.2 The parties acknowledge that the effect of the grant and loans by PDA required hereunder will inure to the benefit of Yellowstone, while having the corresponding benefit to the public purposes of PDA as described above.

7.3. This Agreement shall be governed by and construed under the laws of the State of Idaho; venue shall be the Sixth Judicial District for the County of Bannock.

7.4. In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party.

7.5. This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors. Yellowstone may not assign this Agreement without the express written consent of the PDA.

7.6. Each party represents to the other that it has full legal authority to enter into and execute this Agreement and that the persons signing on behalf of each party have full legal authority to execute this Agreement.

7.7. Notices by either party to the other shall be made in writing and delivered by first class mail, postage prepaid, to the parties as follows:

YELLOWSTONE:             Yellowstone Restaurant LLC  
                                      Attn: Michael McCormick, Registered Agent  
                                      1215 McKinley Avenue  
                                      Pocatello, ID 83201

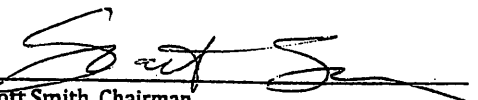
PDA:                           Pocatello Development Authority  
                                      Attn: Executive Director for the PDA  
                                      911 North 7th Avenue  
                                      Pocatello, ID 83201

7.8. This document constitutes the entire agreement of the parties with respect to the reimbursement for payments by PDA to Yellowstone for services rendered by qualified contractors to make the described improvements at the Yellowstone Hotel building and supersedes any prior agreements of the parties.

7.9. This Agreement may be altered only by written Addendum or Amendment by the signatures of both parties to this Agreement.

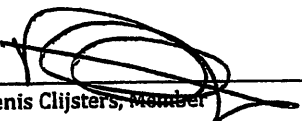
**IN WITNESS HEREOF**, the parties have executed this Agreement the day and year first above written.

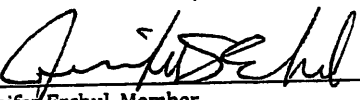
**POCATELLO DEVELOPMENT AUTHORITY**  
An Idaho Urban Renewal Agency


By:   
Scott Smith, Chairman

**YELLOWSTONE RESTAURANT LLC**  
An Idaho Limited Liability Company

By:   
Michael McCormick, Member

By:   
Denis Clijsters, Member

By:   
Jennifer Erchul, Member

By:   
Rory Erchul, Member

60

**POCATELLO DEVELOPMENT AUTHORITY (PDA)  
Preliminary Application for use of Tax Increment Financing**

Application:

Name: Denis Clijsters Date: april 4<sup>th</sup> 2019

Mailing Address: 340 S Arthur Ave apt #401

Work Phone: 801 386 9898 Cell Phone: same E-Mail: Denis.clijsters@gmail.com

Project Description: Awning upgrade, new windows where old leaded windows used to be (now it's only covered with old sheet rock). This will freshen up the 80's looking façade and provide light inside.

Project Location: 200 S Main St

Is this project currently in an urban renewal area?  Yes  No

Is the project currently in a revenue allocation area?  Yes  No

If you answered 'no' to both questions above, please describe the "deteriorated or deteriorating" conditions associated with this location:

Current Assessed Value of Project Location: 500K

Estimated Construction Value of Project: 30K (20K windows and 10K upgrade)

Number of jobs created by this project: \_\_\_\_\_ Wage range of jobs: \_\_\_\_\_

Employee Benefits?  Yes  No If yes, please describe: \_\_\_\_\_

Time frame for job creation: \_\_\_\_\_

Construction start date for project: 05/01/2019 Anticipated completion date: 07/01/2019

Briefly describe other public benefit(s) associated with this project: Facade renewal, fresher look from the street side and more windows and business activity visible.

Does this project compete with other, already established businesses? How? no \_\_\_\_\_

---

Is this project currently subject to a competitive bid process? Please explain:

\_ I'm still going through several contractor bids, the current price is a first estimate \_\_\_\_\_

Are there other applicants that may be interesting in applying for PDA assistance for this same project? Please explain: \_\_\_\_\_

---

Relationship of named applicant to the project: \_\_\_\_\_

Type of Assistance Requested

(check all that apply):

- Public Infrastructure (water, sewer, street, etc.).
- Public Facility (building, park, parking lot, etc.).
- Match for other funding.
- Inspections, tests, surveys, appraisals, etc.
- Property Acquisition.
- Structure Demolition and Clearance.
- Other? Please Specify \_\_\_\_\_

Amount of Assistance Requested: \_\_\_\_\_

Form of Assistance Requested:

- Grant of Funds.
- Loan of Funds.
- Reimbursement for Approved Expenditures.
- Pay-As-You Go.
- Bonding.
- Other? Please specify \_\_\_\_\_

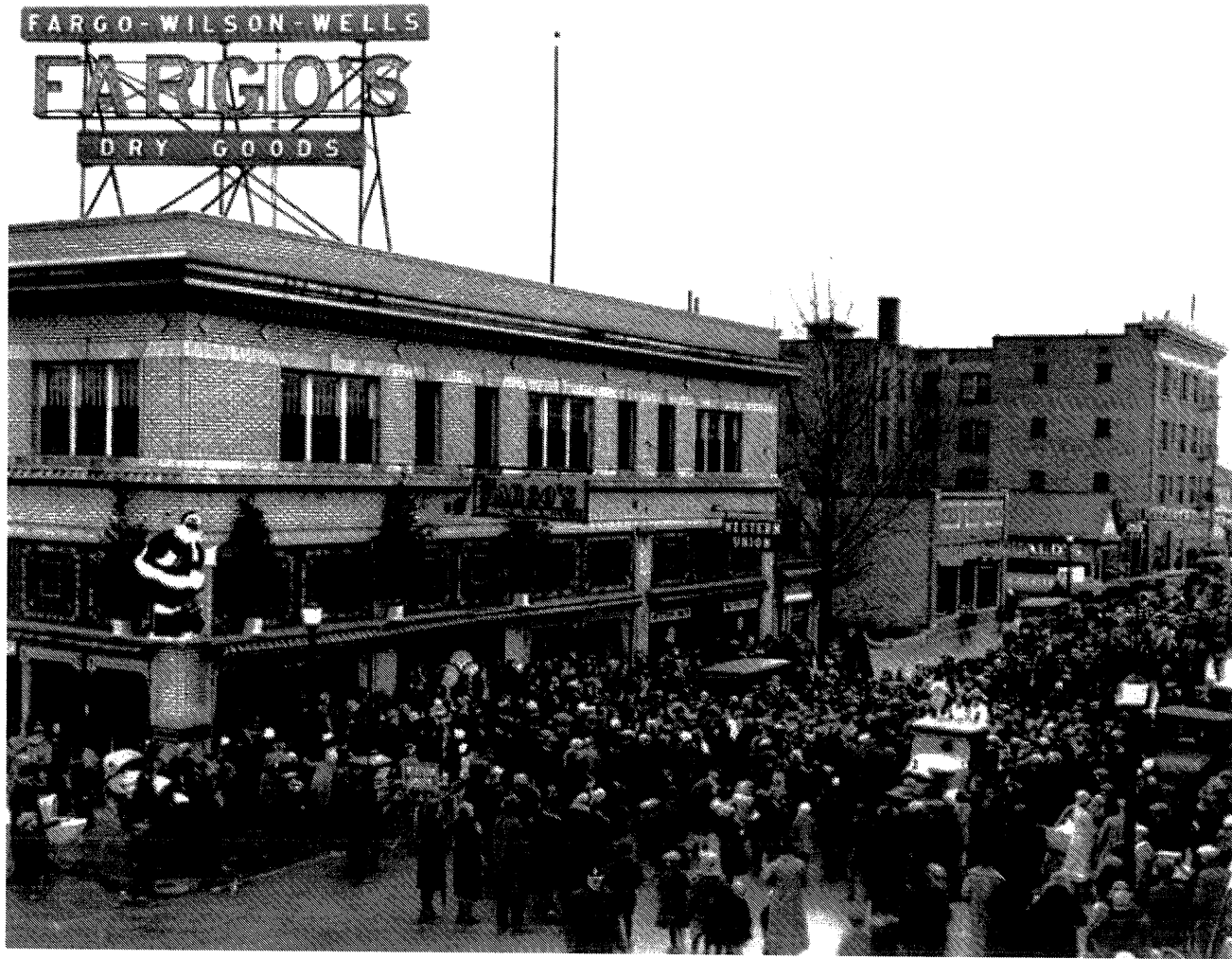
Other helpful information? Please list: \_\_\_\_\_

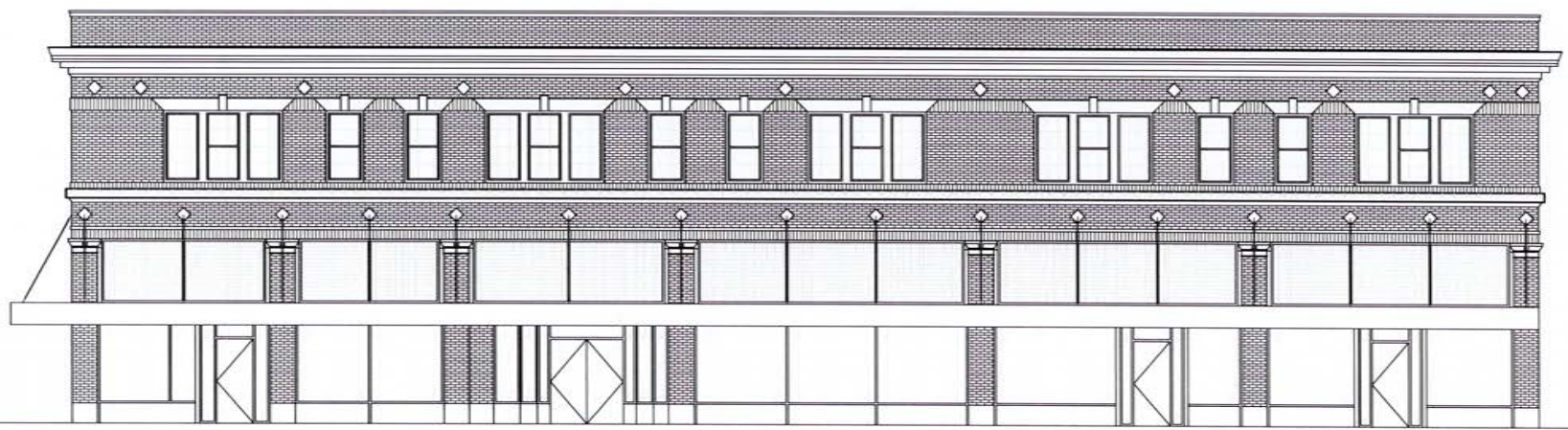
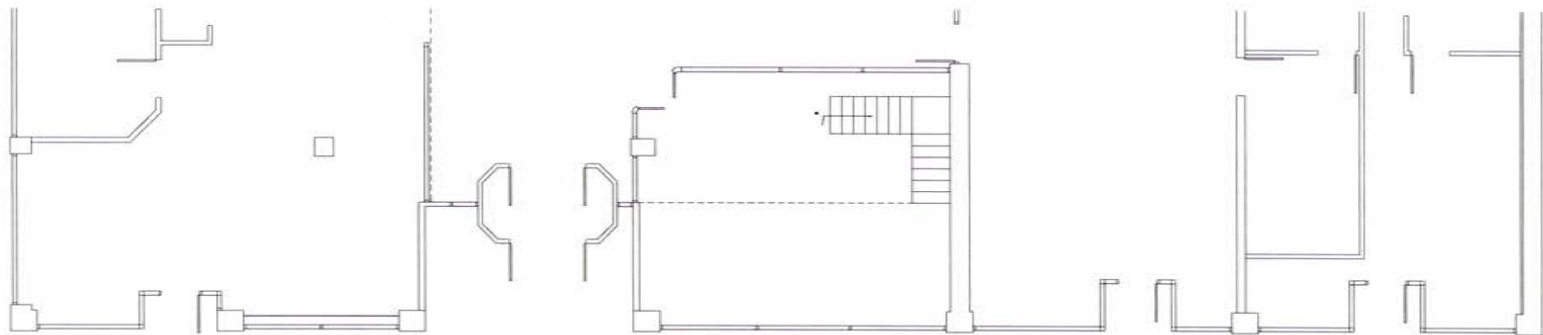
---

---

Return completed application to:

PDA Executive Director  
City of Pocatello  
P O Box 4169  
Pocatello ID 83205





MAIN STREET ELEVATION

CONTRACTOR

PROPOSED REMODEL TO:  
**Station Square**  
200 South Main Street  
Pocahontas, Idaho

340 East Clark Street, Suite A  
Pocahontas, Idaho 83001  
Phone (208) 233-6586  
Fax (208) 233-6586  
email info@bootharchitecture.com

**BOOTH**  
Architecture PLLC

Elevation

Date  
4/16/2019  
Sheet No. **A1.0**

# Gateway West Industrial Center

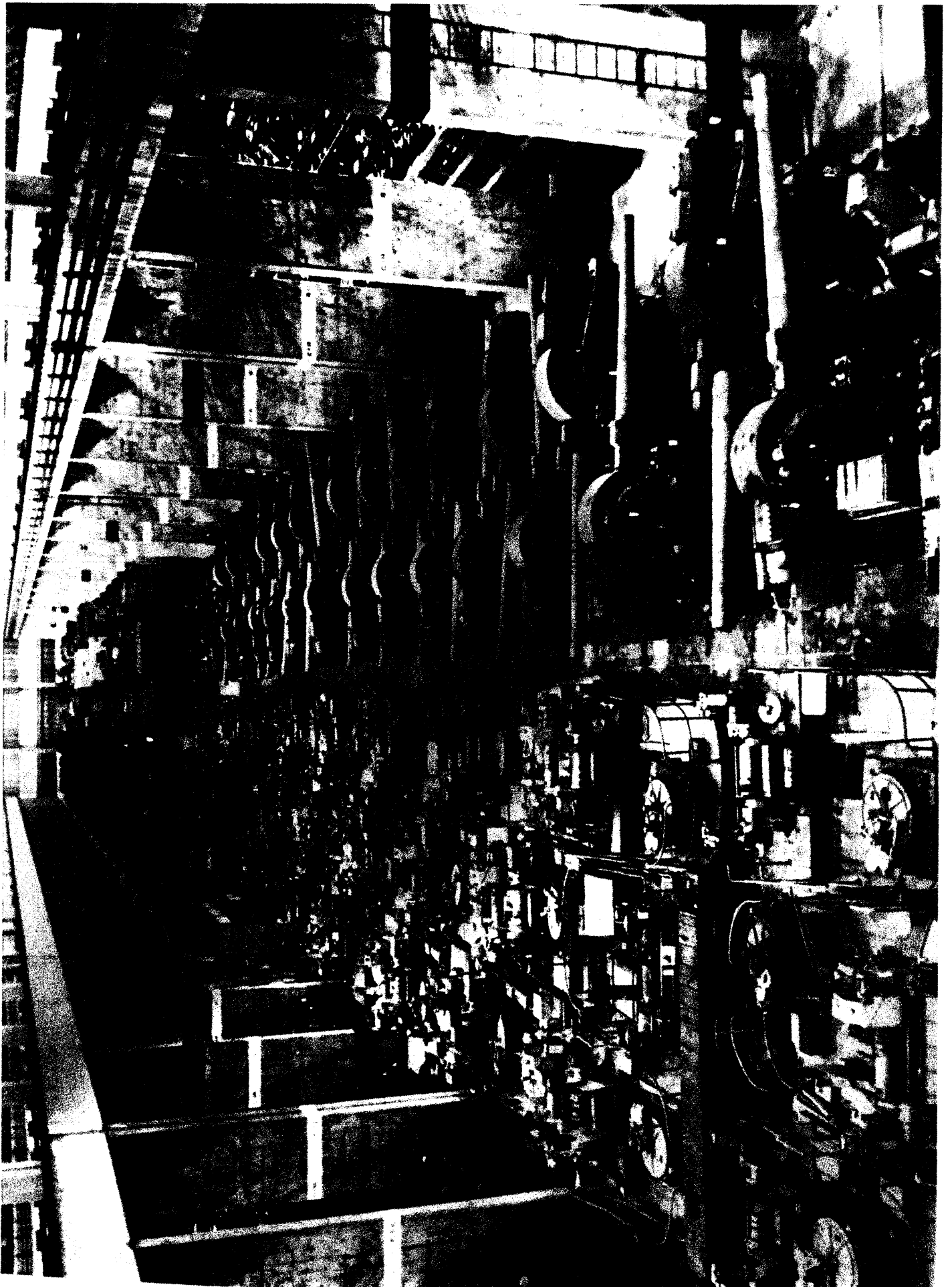
Established 1989

30+ years

Barbara Wischerath

# History

- Originally the Naval Ordnance Plant (NOP)
- Built in 1942-44 after Pearl Harbor attack
- Manufacture, assemble & repair wide variety of weapons and ammunition, but known for “Big Guns” – 16” cannons used on battleships
- Went through a couple of private ownerships after closing in 1961







# Gateway West Industrial Center

- 150 acres and 24 Buildings
- 1,400,000 square feet of rentable space
- History and the original use of the buildings makes our facility unique and draws interest
- Rail access
- Cranes– 5 ton up to 250 ton
- Size of Buildings and Ceiling heights

# Gateway West Industrial Center

- 30 Tenants, some world-class corporations
- Over 600 jobs and growing
  - Virginia Transformer - 260 jobs
  - SME Steel/Core Brace - 200+ jobs
  - ATCO – 140 jobs
- Qualifies us to be in top ten employers in Pocatello

# Top 10 Employers in Pocatello

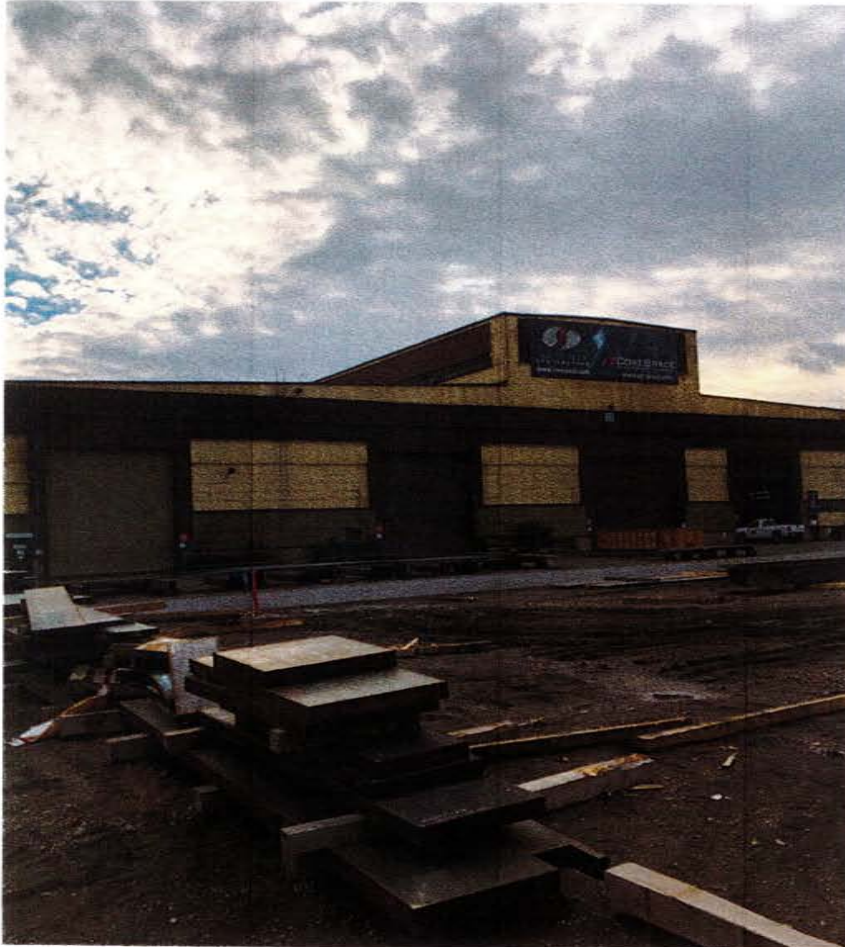
Employers	Number of Employees
Idaho State University	3,811
School District #25	1,716
Portneuf Medical Center	1,294
ON Semiconductor	700
Pocatello City Government	654
Convergys Business Services	564
Union Pacific Railroad	470
Bannock County Government	420
Allstate	411
J.R. Simplot Company	360

# ATCO Structures & Logistics

**Produces Relocatable Office Spaces, Workforce Housing, Classrooms, Dormitories and Hotels.**

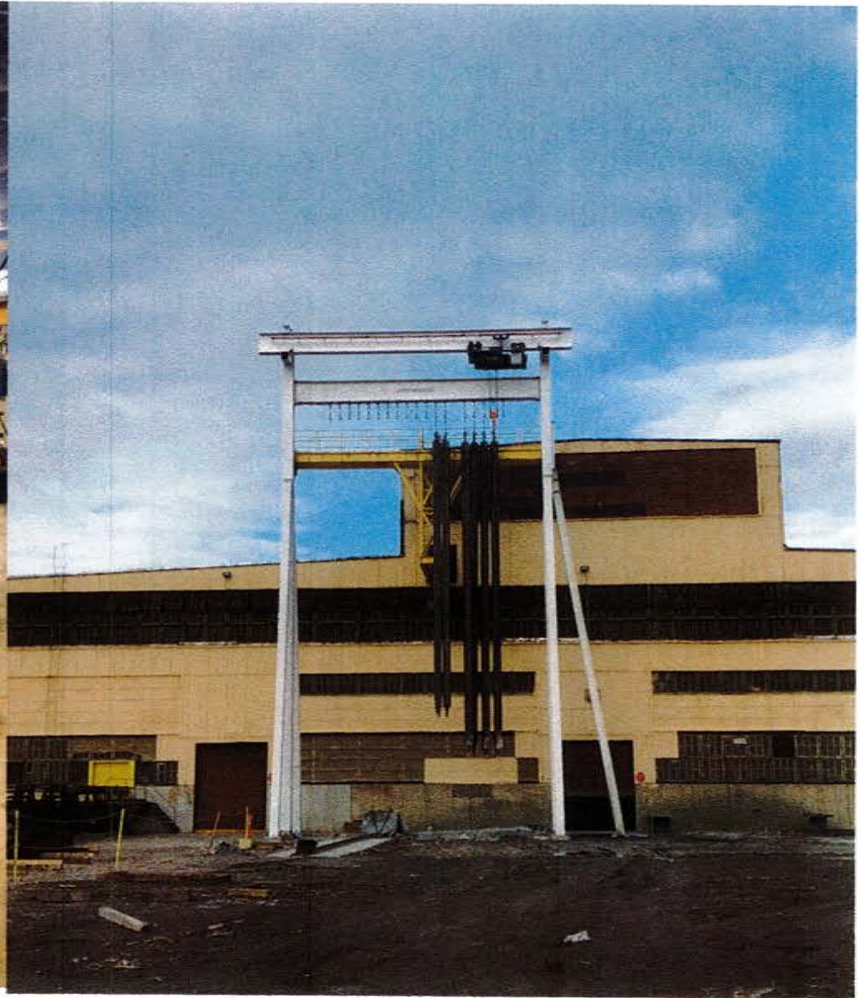


# SME Steel and Core Brace



- Tenant since 1997
- One of the largest Fabricator/Erectors of Structural Steel in US
- CoreBrace Division produces braces for seismic performance
- Numerous Patents
- Received the 2018 Presidential “E” Award

# SME Steel and CoreBrace



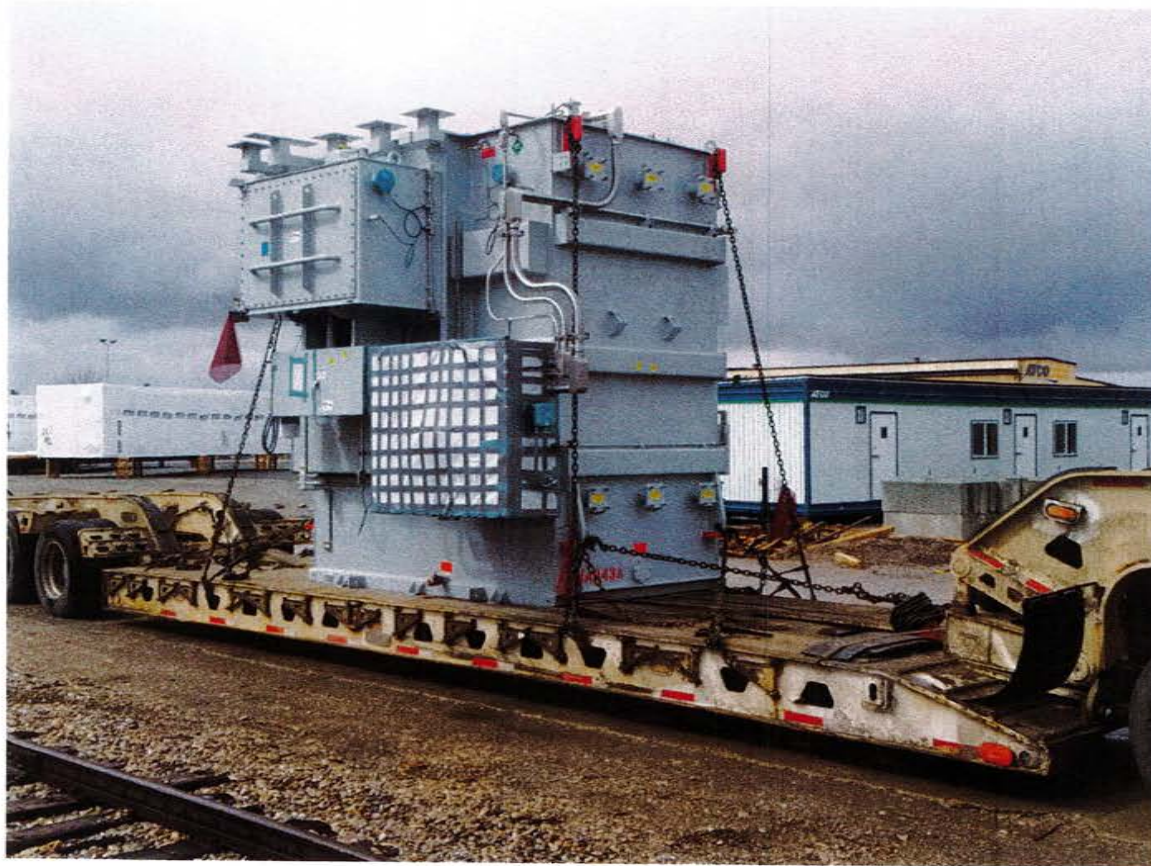


## Notable SME Steel and CoreBrace Projects

San Francisco 49ers Levi Stadium  
San Francisco Giants AT&T Park  
Avaya Stadium, San Jose, CA  
Wynn Resort, Las Vegas  
Marriott Library

LA Rams Stadium  
Caesars Colosseum  
New SLC Airport  
Honda Center, Anaheim, CA  
T Mobile Arena, Las Vegas

Facebook  
Disneyland  
111 S. Main in SLC (1<sup>st</sup> of kind)  
Cancer Hospitals  
Prince Thomas Bridge, LA



## Virginia Transformer

Based in Roanoke, Virginia  
Tenant since 2003  
Builds Electric Transformers  
Employs 260 people, shifts 7 x 24



## Eaton Metals

Based in Denver

Tenant since 1995

Produces Large Pressure Vessels and Storage Tanks

# Revolution Sports Gymnastics



# Driven Fitness

**Pound Class**



**Yoga and Pilates**



# Naval Ordinance Plant TIF

- Established in 2006
- Created to address issues of:
  - Poor Building Façade
  - Rail Line Deterioration
  - Equipment Obsolescence
  - Road Deterioration
- Few Distributions
- On hold last 2 ½ years
- Tenants deserve to benefit from fund
- Need to attract new businesses and keep existing tenants

# NOP TIF

- Not due to expire until 2026
- Considered for potential closing and not sure why given the existing jobs and potential
- No lack of Capital Projects
- Disservice to all these large employers
- Time to begin releasing funds
- Should be considered for a perpetual TIF

# Potential Projects

- Painting Exterior Of Buildings
- Paving
  - Immediate need for some general road and SME Laydown areas
- Direct Connection of B36, 37 and 38 to Idaho Power at Poleline Road
- Cranes in Building 12
- Fire Hydrants
- Rail Improvements

# Summary

- Common Goals – Partnership
- Our own city with a lot of infrastructure
- Long standing success in Pocatello
- We maintain a strong tenant base and jobs
- Continue to promote Pocatello
- Attract new business and jobs

**ELAM & BURKE**

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Melanie Gygli  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

MARCH 31, 2019

Invoice # 178677

Billing Atty - RPA

RE: Northgate Plan

CLIENT/MATTER: 09212-00001

MARCH 31, 2019

Invoice # 178677

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

PROFESSIONAL FEES	2,600.00
COSTS ADVANCED	.00
TOTAL INVOICE	2,600.00

PAGE 5

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

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Melanie Gygli  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

MARCH 31, 2019

Invoice # 178677

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From MARCH 5, 2019 Through MARCH 31, 2019

RE: Northgate Plan

CLIENT/MATTER: 09212-00001

3/05/19	MSC	.20	Review email communication from Ms. Gygli including the revised legal description. Draft follow up email communication to Melissa Madden, STC re same.	40.00
3/06/19	MSC	.10	Review email communication from Melissa Madden confirming corrections made to legal and tentative approval of the map/legal. Follow up with Ms. Gygli re same.	20.00
3/07/19	MSC	.90	Work on reviewing and revising the publication notice. Follow up on small difference in mapping and seek confirmation on dates. Follow up with Ms. Gygli re status of county action.	180.00
3/07/19	RPA	.20	Review notice content and schedule for public hearing as well as ordinance approval.	40.00
3/09/19	MSC	1.40	Review and follow up on email communication from Ms. Gygli concerning plan finalization process and documents. Work on drafting form plan transmittal receipt for the taxing districts. Assess order of city council approval of the IGA's and note city preference for holding public hearing and ordinance readings at separate meetings. Draft follow up email communication to	280.00

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

Tax Id No. 82-0451327

RE: Northgate Plan

CLIENT/MATTER: 09212-00001  
MARCH 31, 2019  
Invoice # 178677

			Ms. Gygli re same.	
3/10/19	RPA	.20	Review emails concerning status of approval and notice to taxing entities for city council consideration.	40.00
3/12/19	KSK	2.40	Work on preparing draft city council ordinance and ordinance summary adopting Northgate Plan.	240.00
3/13/19	MSC	.20	Review and respond to email communication from Ms. Gygli concerning finalizing plan packet for distribution to the taxing entities.	40.00
3/14/19	MSC	.90	Review packet for distribution to the taxing entities and review and respond to multiple email communications with Ms. Gygli re same. Draft follow up email communication to Anita Hymas concerning revised map and legal and updated status. Review transmittal letters and follow up internally re same.	180.00
3/14/19	RPA	.10	Review taxing entity letters and suggested contact and review by the Tax Commission concerning map and legal description.	20.00
3/18/19	RPA	.10	Review status of plan approval and city council meeting.	20.00
3/19/19	MSC	1.00	Review and assess public records request. Review and follow up on response requirements set forth in Idaho Code title 74, chapter 1. Review draft response letter invoking the 10 days. Follow up with Ms. Gygli re same. Review transmittal receipts and letters and follow up with Ms. Gygli re same.	200.00
3/19/19	RPA	.20	Address status of public records request and response. Consider potential exemptions.	40.00
3/20/19	MSC	1.20	Review and follow up on email communication from Ms. Gygli re transmittal letters. Review and follow up on information concerning the PRR. Review information concerning change to parcel	240.00

PAGE 2

**ELAM & BURKE**  
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: Northgate Plan

CLIENT/MATTER: 09212-00001  
MARCH 31, 2019  
Invoice # 178677

			numbers and follow up re same.	
3/20/19	RPA	.20	Review public records response schedule for release and potential exemptions of documents.	40.00
3/25/19	MSC	.80	Work on drafting and revising the PDA ordinance.	160.00
3/27/19	MSC	3.90	Work on drafting and revising the city council ordinance to include provisions related to the eligibility report, including open land factors, multi-jurisdictional project area, ag consents, etc. Work on drafting and revising the ordinance summary. Circulate the same to City Attorney and Ms. Gygli for review and comment, and confirmation of the timeline.	780.00
3/27/19	RPA	.20	Review status of approval ordinance and city council meeting schedule.	40.00

ATTORNEY	RATE	HOURS	AMOUNT	NON-CHARGEABLE	
				HOURS	AMOUNT
Armbruster, Ryan P. Shareholder	200.00	1.20	240.00	.00	.00
Conrad, Meghan S. Shareholder	200.00	10.60	2,120.00	.00	.00
Kline, Kim S. Paralegal	100.00	2.40	240.00	.00	.00
		14.20	2,600.00	.00	.00

**ELAM & BURKE**

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: Northgate Plan

CLIENT/MATTER: 09212-00001

MARCH 31, 2019

Invoice # 178677

COSTS ADVANCED

TOTAL COSTS ADVANCED .00

INVOICE TOTAL 2,600.00

## CONTRACTOR ESTIMATE SHEET

OWNER: Brandi Roberts

ADDRESS: 25 Willowood Ave, Pocatello, ID 83204

PROJECT: Roof Replacement

**SCOPE OF WORK AS FOLLOWS:**

QUANTITY	UNIT	UNIT COST	DESCRIPTION OF WORK	AMOUNT
		\$ -	Remove and dispose of existing shake shingles on main house structure.	\$ -
		\$ -	Install Radiant barrier sheathing	\$ -
		\$ -	Install 30# felt. new asphalt shingles, including hips and ridges. Install flashing.	\$ -
		\$ -	Install 4 roof vents and ridge cap.	\$ -
		\$ -	Install two (2) new stationary skylights, match existing (non functional)	\$ -
		\$ -	Clean up and dispose of garbage and unused materials.	\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
		\$ -		\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>
				<b>\$ -</b>

**ELAM & BURKE**

ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Melanie Gygli  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

MARCH 31, 2019

Invoice # 178678

Billing Atty - RPA

RE: Hoku Property Disposition

CLIENT/MATTER: 09212-00002

MARCH 31, 2019

Invoice # 178678

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

PROFESSIONAL FEES	43.00
COSTS ADVANCED	8.25
TOTAL INVOICE	51.25

PAGE 3

UNLESS OTHERWISE AGREED, ALL ACCOUNTS ARE DUE WITHIN 30 DAYS OF THIS STATEMENT.  
*We also accept Visa, MasterCard, Discover and American Express.*

**ELAM & BURKE**  
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Melanie Gygli  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

MARCH 31, 2019

Invoice # 178678

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From MARCH 20, 2019 Through MARCH 31, 2019

RE: Hoku Property Disposition

CLIENT/MATTER: 09212-00002

3/20/19	RPA	.20	Review email concerning formal termination of agreement interest and next steps.	43.00
3/25/19	MSC	.10	[NO CHARGE] Review and follow up on several email communications from Mr. Parks re current status, status of title and concerns with tax payment deficiency.	
3/27/19	MSC	.40	[NO CHARGE] Conference call with Matt Parks re status update.	

ATTORNEY	RATE	HOURS	AMOUNT	NON-CHARGEABLE	
				HOURS	AMOUNT
Armbruster, Ryan P. Shareholder	215.00	.20	43.00	.00	.00
Conrad, Meghan S. Shareholder	.00	.00	.00	.50	107.50
		.20	43.00	.50	107.50

**ELAM & BURKE**  
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: Hoku Property Disposition

CLIENT/MATTER: 09212-00002  
MARCH 31, 2019  
Invoice # 178678

**COSTS ADVANCED**

Conference Calls Unlimited (conference call fee for call on 12/7/18)	8.25
<b>TOTAL COSTS ADVANCED</b>	<b>8.25</b>
<b>INVOICE TOTAL</b>	<b>51.25</b>

**ELAM & BURKE**  
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Melanie Gygli  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

MARCH 31, 2019

Invoice # 178680

Billing Atty - RPA

RE: North Yellowstone District Closure

CLIENT/MATTER: 09212-00004

MARCH 31, 2019

Invoice # 178680

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

PROFESSIONAL FEES	129.00
COSTS ADVANCED	.00
TOTAL INVOICE	129.00

PAGE 3

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

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Melanie Gygli  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

MARCH 31, 2019

Invoice # 178680

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From MARCH 14, 2019 Through MARCH 31, 2019

RE: North Yellowstone District Closure

CLIENT/MATTER: 09212-00004

3/14/19	MSC	.10	Review and respond to email communication from Ms. Gygli concerning the distribution of the notice of intent to terminate letter.	21.50
3/19/19	MSC	.10	Review status of termination letter and follow up with Ms. Gygli re same.	21.50
3/20/19	MSC	.30	Review and follow up on transmittal letters and provide additional information concerning I.C. 50-2909(4).	64.50
3/23/19	MSC	.10	Review email communication from Alan Dornfest concerning distribution of property tax replacement dollars re the terminating district.	21.50

ATTORNEY		RATE	HOURS	AMOUNT	NON-CHARGEABLE HOURS	AMOUNT
Conrad, Meghan S.	Shareholder	215.00	.60	129.00	.00	.00
			.60	129.00	.00	.00

**ELAM & BURKE**  
ATTORNEYS AT LAW

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

Tax Id No. 82-0451327

RE: North Yellowstone District Closure

CLIENT/MATTER: 09212-00004  
MARCH 31, 2019  
Invoice # 178680

COSTS ADVANCED

TOTAL COSTS ADVANCED .00

INVOICE TOTAL 129.00

**Stacey & Parks, PLLC**  
 802 W Bannock Suite LP 110  
 BOISE, ID 83702  
 United States  
 (208) 917-7780

**Stacey & Parks, PLLC**

**Melanie Gygli**  
 sent via email

**Balance** \$4,120.00  
**Invoice #** 00127  
**Invoice Date** April 8, 2019  
**Payment Terms** Net 30  
**Due Date** May 08, 2019

**Hoku Property Sale**

**Time Entries**

Date	EE	Activity	Description	Rate	Hours	Line Total
03/08/2019	MP	Client Communication	Telephone call with Scott Smith.	\$200.00	0.2	\$40.00
03/08/2019	MP	Document Preparation	Revise and finalize letter to Raj Basu regarding closing.	\$200.00	0.3	\$60.00
03/08/2019	MP	Third Party Communication	Draft email to Fahd Riaz regarding closing and grant of extension.	\$200.00	0.3	\$60.00
03/14/2019	MP	Client Communication	Follow up with Melanie Gygli regarding meeting agenda. Follow up with title company regarding closing and escrow and instructions regarding same. Draft email to Fahd Riaz regarding Idaho Power easement.	\$200.00	0.9	\$180.00
03/18/2019	MP	Third Party Communication	Follow up with First American regarding opening escrow.	\$200.00	0.2	\$40.00
03/19/2019	MP	Third Party Communication	Receive email from FATCO regarding closing. Review lease documents in order to answer question posed by FATCO. Draft response. Follow up with Fahd Riaz regarding closing and title issues.	\$200.00	0.8	\$160.00
03/25/2019	MP	Communication with Opposing Party	Follow up email to Fahd Riaz regarding title report and tax issues.	\$200.00	0.2	\$40.00
03/25/2019	MP	Document Review and Assessment	Review preliminary title report and assess encumbrances that can be potentially removed by PDA.	\$200.00	0.9	\$180.00

03/26/2019	MP	Document Review and Assessment	Review preliminary title commitment exceptions on Schedule B and corresponding documents relating to liens and encumbrances created by or arising from Hoku's interest in the land (as lessor) and as fee owner of the buildings and improvements. Assess each document re validity of lien or encumbrance and assess methods of removing exceptions stemming from Hoku's prior ownership of the buildings and improvements as opposed to the underlying ground. Follow up with First American regarding same.	\$200.00	3.8	\$760.00
03/27/2019	MP	Document Review and Assessment	Review and assess exceptions to title in preliminary commitment for purpose of establishing exceptions that should be removed and determining necessary documentation to provide to the title company to facilitate removal.	\$200.00	1.1	\$220.00
04/01/2019	MP	Document Review and Assessment	Review title exceptions and documents purporting to create encumbrances that are reflected on Schedule B of the preliminary title commitment. Review lease agreement regarding ownership of leasehold improvements. Review and assess Idaho case law regarding same. Telephone conference with title office at First American regarding same. Review and assess deed of trust and scope of encumbrances. Review bankruptcy pleadings and orders regarding sale of Hoku assets free and clear of encumbrances and assessment of legal impact on purported encumbrances set forth in the preliminary title commitment. Develop strategy regarding removal of encumbrances purportedly created by Hoku stemming from lease and prior construction work on the property.	\$200.00	5.0	\$1,000.00
04/02/2019	MP	Client Communication	Communicate with Melanie Gygli and Solargise regarding tax deed sale and notice from county regarding same.	\$200.00	0.2	\$40.00
04/03/2019	MP	Analysis and Drafting	Review title commitment and linked recorded documents and assess and develop strategy to have liens and encumbrances lifted from exceptions to the title policy and providing clean title to future owners.	\$200.00	3.5	\$700.00
04/03/2019	MP	Document Review and Assessment	Review bankruptcy pleadings to establish ownership of Hoku property, leasehold interests that have been extinguished, and ownership of buildings and improvements.	\$200.00	0.8	\$160.00
04/04/2019	MP	Analysis and Drafting	Continue to work on strategy regarding removal of title exceptions and cleaning title for future disposition. Draft request to remove exceptions 22, 26, 30, 31, 34, and 35 to First American.	\$200.00	1.6	\$320.00
04/04/2019	MP	Communication with Opposing Party	Draft email to Fahd Riaz regarding title commitment and exceptions.	\$200.00	0.2	\$40.00
04/08/2019	MP	Document Review and Assessment	Follow up with Fahd Riaz regarding closing. REview DDA regarding closing conditions and penalties for failing to close. Follow up with Melanie Gygli regarding same.	\$200.00	0.6	\$120.00

---

Totals:            **20.6**        **\$4,120.00**

Time Entry Sub-Total:	\$4,120.00
<b>Sub-Total:</b>	<b>\$4,120.00</b>
<b>Total:</b>	<b>\$4,120.00</b>
<b>Amount Paid:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$4,120.00</b>