

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
July 24, 2019 – 11:00 a.m.
Paradise Conference Room – Pocatello City Hall

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with three days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.us, 208.234.6248, or 5815 South 5th Avenue, Pocatello, Idaho.

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

1. **CALL TO ORDER, DISCLOSURE OF CONFLICT OF INTEREST, AND ACKNOWLEDGMENT OF GUESTS.**
2. **ACTION ITEM – Minutes.** The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners Regular Meeting held June 19, 2019, and the Executive Session held June 19, 2019. *See attached documents.*
3. **ACTION ITEM - Financial Report.** A financial report for the PDA will be provided by PDA Treasurer. The Board may wish to approve the financial report. *See attached documents.*
4. **ACTION ITEM – Expense Payments & Reimbursements.** The Board may wish to approve the payment or reimbursement of the following PDA expenses.
 - a. \$2,608.40 from General Fund to Elam & Burke for legal fees re: Northgate TIF District creation.
 - b. \$71.50 from North Yellowstone District Fund to Elam & Buke for legal fees re: North Yellowstone District closure.
 - d. \$473.00 from General Fund to Elam & Burke for legal fees re: Special Counsel General
 - e. \$1,520.00 from North Portneuf District Fund to Stacey & Parks for legal services re: North Portneuf TIF District.
5. **ACTION ITEM – Disbursements under Previously Approved Grants & Loans.** The Board may wish to approve the following requested disbursements of funds under grants and loans previously approved by the Board. *See attached documents.*
 - a. BGS Holdings LLC is requesting disbursements of \$2,086.00 under the loan agreement approved by the Board on 11/1/18 and \$650.00 under the grant agreement approved by the Board on 10/17/18.
 - b. Simmons Surgical LLC is requesting disbursement of \$9,597.83 under the grant approved by the Board on 12/19/18.
6. **ACTION ITEM – BGS Loan Subordination.** The Board may wish to consider a request to subordinate the PDA's loan to Bank of Idaho. *To be supplemented.*
7. **REPORT – Petersen Inc. Annual Report** - The Board may receive a report concerning Petersen Inc.'s annual report and compliance with the terms of the grant provided by the PDA. *See attached documents.*
8. **REPORT – North Yellowstone District.** The Board may receive a report of the status and closure of the North Yellowstone District.
9. **REPORT – Northgate District.** The Board may receive a report of the status of the Northgate District.
10. **ACTION ITEM – Naval Ordnance District.** The Board may wish to approve a disbursement of \$134,850.00 for the paving project approved by the Board on 6/19/19. *See attached documents.*
11. **EXECUTIVE SESSION – North Portneuf TIF District.** The Board may approve participation in an executive session as outlined in Idaho Code § 74-206(1)(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, concerning the disposition of the Hoku property and the lawsuit filed by Celtic Life Sciences LLC with respect to the Hoku property.
12. **ACTION ITEM – North Portneuf TIF District.** The Board will receive a report of the status of the North Portneuf TIF District. This will include a report of the status of the sale by the PDA of the Hoku property, the status of the purchaser's compliance with the sale contracts, the status of unpaid property taxes on the Hoku property, and the status of the lawsuit filed by Celtic Life Sciences LLC with respect to the Hoku property.

13. **ACTION ITEM – Positron Building.** The Board may wish to consider disposition of the “Positron” building and ISU’s interest in acquiring the building.
14. **ACTION ITEM – Reimbursement to City.** The Board may wish to consider a request by the City of Pocatello for reimbursement of staff costs providing support to the PDA Board.
15. **ACTION ITEM – Career Path Internship Program.** The Board may wish to consider participation in Idaho State University’s Career Path Internship Program.
16. **CALENDAR REVIEW –** The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
17. **ADJOURN.**

**AGENDA ITEM
NO. 2**

AGENDA ITEM

NO. 3

Pocatello Development Authority
Balance Sheet by Class
As of June 30, 2019

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
ICCU Checking	673,347.43	890,468.81	981,368.85	324,736.61	555,533.78	3,425,455.48
ICCU Savings	25.00	0.00	0.00	0.00	0.00	25.00
Total Checking/Savings	673,372.43	890,468.81	981,368.85	324,736.61	555,533.78	3,425,480.48
Accounts Receivable						
Accounts Receivable	2,250.00	0.00	0.00	0.00	0.00	2,250.00
Total Accounts Receivable	2,250.00	0.00	0.00	0.00	0.00	2,250.00
Other Current Assets						
Accrued Interest Income	23,932.63	4,424.57	173.37	66.68	100.00	28,697.25
Property Tax Receivable	0.00	98,168.01	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	899,555.06	993,061.39	981,542.22	525,968.52	555,633.78	3,755,760.97
Other Assets						
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
TOTAL ASSETS	1,200,334.06	993,061.39	981,542.22	525,968.52	555,633.78	4,256,539.97
LIABILITIES & FUND BALANCE						
Liabilities						
Current Liabilities						
Other Current Liabilities						
Acct Payable	18,311.63	0.00	0.00	6,964.31	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	206,964.31	0.00	225,275.94
Total Current Liabilities	18,311.63	0.00	0.00	206,964.31	0.00	225,275.94
Long Term Liabilities						
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
Fund Balance						
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	-849,447.71	-2,607,573.33	112,879.30	-18,352.30	56,026.05	-3,306,467.99
Total Equity	1,082,389.86	982,662.36	981,542.22	117,978.31	555,633.78	3,720,206.53
TOTAL LIABILITIES & EQUITY	1,200,334.06	993,061.39	981,542.22	525,968.52	555,633.78	4,256,539.97

Pocatello Development Authority
Profit & Loss by Class
June 2019

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
Ordinary Income/Expense						
Income						
Interest Income	199.75	308.53	254.23	81.72	145.27	989.50
Property Taxes	0.00	6,073.41	281.30	2,522.17	370.35	9,247.23
Rental Income	2,250.00	0.00	0.00	0.00	0.00	2,250.00
Total Income	2,449.75	6,381.94	535.53	2,603.89	515.62	12,486.73
Gross Profit	2,449.75	6,381.94	535.53	2,603.89	515.62	12,486.73
Expense						
Administrative	194.81	-1,000.00	0.00	0.00	0.00	-805.19
Economic Grants Issued	44,040.60	0.00	0.00	0.00	0.00	44,040.60
Economic Loans	32,548.65	0.00	0.00	0.00	0.00	32,548.65
Professional Services						
Other Professional Services	943.56	860.00	0.00	2,085.50	0.00	3,889.06
Total Professional Services	943.56	860.00	0.00	2,085.50	0.00	3,889.06
Total Expense	77,727.62	-140.00	0.00	2,085.50	0.00	79,673.12
Net Ordinary Income	-75,277.87	6,521.94	535.53	518.39	515.62	-67,186.39
Net Income	-75,277.87	6,521.94	535.53	518.39	515.62	-67,186.39

At month end, the Authority had cash on hand of \$3,425,480.48. The checking account balance was \$3,425,455.48 and the savings account balance was \$25.00.

Pocatello Development Authority recognized normal financial activity during the month of June. The Authority received revenues totaling \$12,486.73 of which \$989.50 was interest earnings on cash invested and property taxes. Property tax revenues were received from the North Yellowstone District (\$6,073.41), the Naval Ordinance District (\$281.30), the North Portneuf District (\$2,522.17), and the Airport District (\$370.35). Rental income from the Positron Facility was received in the amount of \$2,250.

Expenses paid for the month totaled \$79,673.12. The administrative expenses were \$194.81 for the lunch meeting in June and the PDA received a reimbursement check for \$1,000 from the City of Pocatello for Trustee Fees paid in error. Economic grants were issued in the amount of \$44,040.60 and economic loans were issued for \$32,548.65. Other professional services include \$2,169.06 to Elam & Burke for Northgate TIF creation, North Portneuf District and North Yellowstone District closure and \$1,720 to Stacey & Parks, PLLC for legal assistance on the HOKU Property.

Year to date revenues of \$1,183,175.88 (see page 3) are less than expenses of \$4,489,643.87, so there is an overall net use of reserves of \$3,306,467.99.

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

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
Ordinary Income/Expense						
Income						
Interest Income	2,216.76	48,025.49	1,724.47	670.23	932.70	53,569.65
Loan Interest Income	0.00	0.00	0.00	0.00	115.91	115.91
Personal Property tax replace	0.00	23,003.35	6,043.21	404.91	0.00	29,451.47
Property Taxes	0.00	921,672.70	105,111.62	11,527.09	54,977.44	1,093,288.85
Rental Income	6,750.00	0.00	0.00	0.00	0.00	6,750.00
Total Income	8,966.76	992,701.54	112,879.30	12,602.23	56,026.05	1,183,175.88
Gross Profit	8,966.76	992,701.54	112,879.30	12,602.23	56,026.05	1,183,175.88
Expense						
Administrative	1,618.57	2,000.00	0.00	278.41	0.00	3,896.98
Debt Service						
Interest	0.00	62,651.87	0.00	0.00	0.00	62,651.87
Principal	0.00	3,533,000.00	0.00	0.00	0.00	3,533,000.00
Total Debt Service	0.00	3,595,651.87	0.00	0.00	0.00	3,595,651.87
Dues and Memberships	1,350.00	0.00	0.00	0.00	0.00	1,350.00
Economic Grants Issued	487,595.54	0.00	0.00	0.00	0.00	487,595.54
Economic Loans	302,524.32	0.00	0.00	0.00	0.00	302,524.32
Professional Services						
Other Professional Services	56,510.50	2,623.00	0.00	24,192.20	0.00	83,325.70
Professional Services - Other	8,815.54	0.00	0.00	6,483.92	0.00	15,299.46
Total Professional Services	65,326.04	2,623.00	0.00	30,676.12	0.00	98,625.16
Void check	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	858,414.47	3,600,274.87	0.00	30,954.53	0.00	4,489,643.87
Net Ordinary Income	-849,447.71	-2,607,573.33	112,879.30	-18,352.30	56,026.05	-3,306,467.99
Net Income	-849,447.71	-2,607,573.33	112,879.30	-18,352.30	56,026.05	-3,306,467.99

Name	General Fund Obligations (w/payments requested as of 7/15/19)			Loan			Payments Start
	Grant	Drawn	Remaining	Drawn	Drawn	Remaining	
Northgate TIF				\$2,000,000.00	(\$2,000,000.00)	\$0.00	2021 - TIF reimbursement begins
Station Square	\$100,000.00	(\$15,059.00)	\$84,941.00	\$100,000.00	(\$47,882.44)	\$52,117.56	NA 8/1/2020 (\$6,250 + interest quarterly)
The Yellowstone				\$16,795.00	\$0.00		Not yet disbursed, \$1,050 + interest quarterly
The Yellowstone/Bridge				\$26,000.00	(\$26,000.00)	\$0.00	1/1/2020 (\$1,625 + interest quarterly)
Inergy	\$25,000.00	\$0.00	\$25,000.00				Only if employment incentive not met
BGS	\$60,000.00	(\$59,550.00)	\$450.00	\$200,000.00	(\$190,628.19)	\$9,371.81	NA 6/1/2020 (\$12,500 + interest quarterly)
Simmons	\$75,000.00	(\$55,818.18)	\$19,181.82	\$125,000.00	(\$60,100.29)	\$64,899.71	NA 6/1/2020 (\$7,813 + interest quarterly)
Snyder	\$75,000.00	(\$37,000.00)	\$38,000.00				NA
Barthlome	\$10,000.00	(\$10,000.00)	\$0.00	\$17,500.00			NA Chose not to take loan

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

JUNE 30, 2019

Invoice # 180141

Billing Atty - RPA

RE: Northgate Plan

CLIENT/MATTER: 09212-00001

JUNE 30, 2019

Invoice # 180141

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	80.00
COSTS ADVANCED	2,528.40
TOTAL INVOICE	2,608.40

PAGE 3

ELAM & BURKE

ATTORNEYS AT LAW

251 East Front Street, Suite 300
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Pocatello Development Authority
Attn: Melanie Gygli
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

JUNE 30, 2019

Invoice # 180141

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From JUNE 4, 2019 Through JUNE 30, 2019

RE: Northgate Plan

CLIENT/MATTER: 09212-00001

6/04/19	MSC	.10	Review and follow up on email communication from Melissa Madden confirming establishment of the Northgate RAA.	20.00
6/04/19	RPA	.10	Review status of plan boundary approval by Tax Commission.	20.00
6/18/19	MSC	.20	Follow up with consultant concerning next steps and information re development agreements.	40.00

ATTORNEY	RATE	HOURS	AMOUNT	NON-CHARGEABLE	
				HOURS	AMOUNT
Armbruster, Ryan P. Shareholder	200.00	.10	20.00	.00	.00
Conrad, Meghan S. Shareholder	200.00	.30	60.00	.00	.00
		.40	80.00	.00	.00

ELAM & BURKE
ATTORNEYS AT LAW

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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
JUNE 30, 2019
Invoice # 180141

COSTS ADVANCED

Kushlan Associates (professional fees)	2,528.40
TOTAL COSTS ADVANCED	2,528.40
INVOICE TOTAL	2,608.40

ELAM & BURKE
ATTORNEYS AT LAW

251 East Front Street, Suite 300
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Pocatello Development Authority
Attn: Melanie Gygli
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

JUNE 30, 2019

Invoice # 180142

Billing Atty - RPA

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

JUNE 30, 2019

Invoice # 180142

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	473.00
COSTS ADVANCED	.00
TOTAL INVOICE	473.00

PAGE 3

ELAM & BURKE
ATTORNEYS AT LAW

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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

JUNE 30, 2019

Invoice # 180142

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From JUNE 11, 2019 Through JUNE 30, 2019

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

6/11/19	MSC	1.60	Review and assess property disposition issue and draft follow up email communication to Ms. Gygli re same. Review and assess I.C. 50-2011 and 50-2015. Review title 50, chapter 14 and contemplate additional methods to dispose of parcel. Review and assess open meetings law question re executive session.	344.00
6/14/19	MSC	.40	Review and follow up on email communication from Ms. Gygli providing additional information on the status of the Positron facility and options moving forward.	86.00
6/18/19	RPA	.10	Address potential disposition of property to ISU and content of any DDA. Address ability to dispose of property to governmental entity without consideration.	21.50
6/20/19	RPA	.10	Address disposition issues concerning parcel to ISU.	21.50

PAGE 1

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: Special Counsel General

CLIENT/MATTER: 09212-00003

JUNE 30, 2019

Invoice # 180142

ATTORNEY	RATE	HOURS	AMOUNT	NON-CHARGEABLE	
				HOURS	AMOUNT
Armbruster, Ryan P. Shareholder	215.00	.20	43.00	.00	.00
Conrad, Meghan S. Shareholder	215.00	2.00	430.00	.00	.00
		2.20	473.00	.00	.00

COSTS ADVANCED

TOTAL COSTS ADVANCED .00

INVOICE TOTAL 473.00

ELAM & BURKE
ATTORNEYS AT LAW

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Tax Id No. 82-0451327

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

JUNE 30, 2019

Invoice # 180143

Billing Atty - RPA

RE: North Yellowstone District Closure

CLIENT/MATTER: 09212-00004

JUNE 30, 2019

Invoice # 180143

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	71.50
COSTS ADVANCED	.00
TOTAL INVOICE	71.50

ELAM & BURKE

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Tax Id No. 82-0451327

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

JUNE 30, 2019

Invoice # 180143

Billing Atty - RPA

FOR PROFESSIONAL SERVICES RENDERED

From JUNE 13, 2019 Through JUNE 30, 2019

RE: North Yellowstone District Closure

CLIENT/MATTER: 09212-00004

6/13/19	MSC	.10	Review and follow up on email communication from Ms. Gygli concerning status of the termination ordinance.	21.50
6/17/19	KSK	.50	Draft post ordinance taxing entity letter.	50.00

ATTORNEY		RATE	HOURS	AMOUNT	NON-CHARGEABLE	
					HOURS	AMOUNT
Conrad, Meghan S.	Shareholder	215.00	.10	21.50	.00	.00
Kline, Kim S.	Paralegal	100.00	.50	50.00	.00	.00
			.60	71.50	.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
JUNE 30, 2019
Invoice # 180143

COSTS ADVANCED

TOTAL COSTS ADVANCED .00

INVOICE TOTAL 71.50

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 \$1,520.00
Invoice # 00159
Invoice Date July 11, 2019
Payment Terms Net 30
Due Date August 10, 2019

Hoku Property Sale

Time Entries

Date	EE	Activity	Description	Rate	Hours	Line Total
06/14/2019	MP	Communication with Opposing Party	Telephone call with Solargise attorney Fahd Riaz and County Attorney Matt Kerbs regarding tax deed hearing, unpaid taxes, and extension and reduction requests. Review and assess statutes concerning tax deed sales and requirements for same, including potential reduction and extension. Follow up with Scott Smith, Chad Carr, and Melanie Gygli regarding same. Telephone call with Melanie Gygli regarding same.	\$200.00	2.5	\$500.00
06/17/2019	MP	Third Party Communication	Telephone call with County Clerk Tiffany Olsen regarding tax issue, hearing appearance, background on Solargise and tax payments, and request for extension concerning issuance of tax deed. Follow up regarding same.	\$200.00	0.6	\$120.00
06/17/2019	MP	Hearing Attendance	Prepare for and attend hearing regarding tax deed issuance.	\$200.00	0.5	\$100.00
06/17/2019	MP	Client Communication	Draft emails to PDA board members and to Solargise regarding tax deed issuance and extension regarding same.	\$200.00	0.4	\$80.00
06/17/2019	MP	Document Review and Assessment	Review tax deed notices and statutory provisions regarding impact of issuance of tax deed for purpose of assessing potential scenario wherein County and PDA cooperate on unifying title and subsequent disposition of property. Draft follow up email to PDA board members concerning same.	\$200.00	1.6	\$320.00
06/20/2019	MP	Communication with Opposing Party	Telephone call with Chad Hansen (Celtic Life) regarding tax deed issue, pending lawsuit, and settlement regarding same.	\$200.00	0.7	\$140.00

06/20/2019	MP	Third Party Communication	Telephone call with Bob Faucher at Holland & Hart regarding DDA and his representation of VA Metals.	\$200.00	0.2	\$40.00
06/24/2019	MP	Communication with Opposing Party	Telephone call with Fahd Riaz regarding closing deadline, curing default, and tax deed matters.	\$200.00	0.6	\$120.00
07/01/2019	MP	Document Preparation	Prepare notice of hearing and communicate with court regarding hearing schedule.	\$200.00	0.5	\$100.00

Totals: **7.6 \$1,520.00**

Time Entry Sub-Total:	\$1,520.00
Sub-Total:	\$1,520.00
Total:	\$1,520.00
Amount Paid:	\$0.00
Balance Due:	\$1,520.00

**AGENDA ITEM
NO. 5**

Pocatello Development Authority

5a

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 July 24, 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 \$2,736.00 has been submitted for a variety of work on the interior and exterior. The necessary permits and inspections were obtained and the work has been completed to the extent of the invoices. The request is divided between the loan (\$2,086.00) and the grant (\$650.00).

With this request, the total drawn on the loan is \$190,628.19, with \$9,371.81 remaining. The total drawn on the grant is \$59,550.00 with \$450.00 remaining.

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

1. CP Integrity Construction, \$2,736.00

Pocatello Development Authority

5b

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

TO: Pocatello Development Authority Board of Directors *An urban renewal agency for the City of Pocatello, Idaho*

FROM: Melanie Gygli, Interim Executive Director *MG*
Merril Quayle, Public Works Development Engineer *MB*

DATE: Meeting of July 24, 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 \$9,597.83 covering a variety of interior work and materials, including skylight restoration. Copies of outstanding bills and/or paid invoices have been submitted and we determined the fund request is proportionate to the work that has been done.

With this request, the total drawn on this grant will be \$55,818.18; remaining to be drawn is \$19,181.82. Payment will be made as follows:

1. Overhead Door in the amount of \$5,189.00
2. Simmons Surgical in the amount of \$4,408.83

**AGENDA ITEM
NO. 7**

Pocatello Development Authority & Petersen Inc.

Status Update

June 30, 2019



PDA Agreement

- Grant, Loan and guarantee terms contingent on Petersen Inc. performance
 - 50 full time employees
 - Period of fifteen years – Beginning 3/1/2011 thru 3/1/2026
 - Minimum wage of \$14.00/hour

*Regional
Development Alliance, Inc.*

East Idaho's Partner in Growth

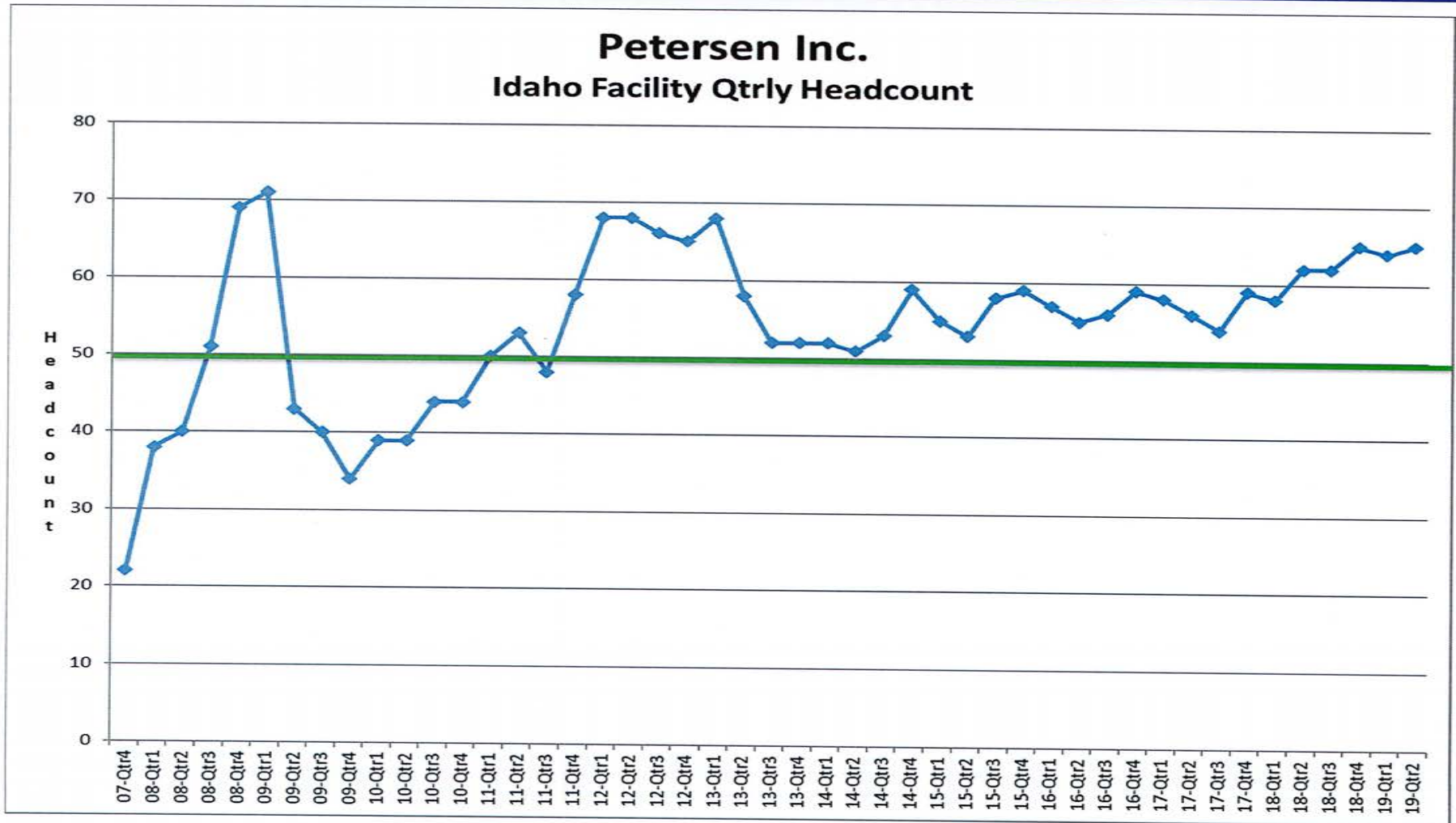
Current Conditions

- Work has been steady all year
- Several large projects recently awarded to Petersen Inc.
- Future bright, commitment strong
- Currently 65 heads on roll
 - 63 heads at/over \$14.00 per hour
 - Average wage of \$23.38 per hour

East Idaho's Partner in Growth



Current Conditions



AGENDA ITEM

NO. 10

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*

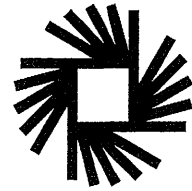
DATE: Meeting of July 24, 2019

SUBJECT: Gateway West – Issuance of Funds

Consistent with the provisions of the Naval Ordnance Plant Urban Renewal Area Plan, the Board approved funding in the amount of \$134,850.00 for paving projects within the area boundaries. A request for payment in that amount has been submitted. No permits were required. The project owner, Barbara Wischerath representing Gateway West, has indicated her acceptance of the work and PDA staff has completed required inspections.

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

1. Superior Asphalt, Inc., \$134,850.00



SOLARGISE

The Pocatello Development Authority
Pocatello, Idaho

July 22, 2019

Subject: Request for 90 day extension to complete the purchase the site known as One, Hoku Way, Pocatello

Dear Sirs/Madam,

As you will recall, our original proposal to you was that we will remove/relocate the polysilicon plant and in its place build a 500mw solar panel plant.

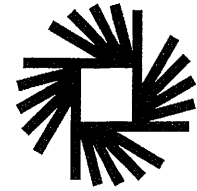
After months of thorough investigation, careful consideration and discussion with various stakeholders including Idaho Power, Department of Commerce, Workforce Development Council, meeting with Mayor Blad and potential customers like On Semiconductors we decided to not only build the 1) 500mw solar panel plant to produce our unique next generation solar panels which are plastic free, 99% recyclable, have virtually nil degradation and higher output than any standard panel in production today but also 2) restart the polysilicon plant, 3) add a new ingot plant and 4) a wafering plant for semiconductors to provide hyper pure wafers to companies like On Semiconductors and Micron to replace the products they are currently having to import, and we can do this commercially competitively right here in Pocatello.

Our manufacturing plants are designed as zero emission plants using state of the art tooling made in USA, Germany and Switzerland and have minimal environmental impact.

Over the last few months we have completed the initial engineering study to assess the restarting the site, adding the new plants, the entire material input cost analysis, financial modelling, appointing design and engineering firms, progress with financing options with US based banks and insurance firms to assist with financing specifically for the new plan for the Pocatello site and holding stakeholder meetings especially with Idaho Power on the special contract for 192mw of power required for the site.

This project now represents an investment in excess of USD 500M and will create circa 400 full time skilled jobs and generate over a billion dollars in revenue annually. Work on the site is tentatively planned to begin Q1 2020, the polysilicon plant will take 12 month to recommission and the new plants will take 14-18 months to commission, all work will be done in parallel. We are interviewing contractors on site from tomorrow and will update you as we progress.

And we have done all the above whilst putting up with nuisance from companies like Celtic Life who are in dispute with VA Metals the previous owners of the plant and are spreading rumours and gossip about the site. Our understanding is that there is no valid



SOLARGISE

agreement between VA Metals and Celtic Life so the matter should be resolved in VA Metals favour soon.

This brings us on to another outstanding issue with the site, the property taxes owed to Bannock County which are the responsibility of VA Metals and not Solargise. On receiving notices from Bannock County, we also noticed that the taxes have been assessed incorrectly, that have been assessed on the assumption that the site has been occupied since 2015 when in reality the site has been vacant.

As a gesture of goodwill and to demonstrate our seriousness we have requested a meeting with all three county commissioners and are proposing to pay the correctly assessed taxes to enable us to move forward with our project at the site. We are meeting the county officials either later today or tomorrow, awaiting to hear back from them on the meeting schedule. I also hereby request your intervention and support in this matter with Bannock County and respectfully request that you grant an extension of 90 days to us to resolve the above matter and complete the purchase of the site.

I am in Idaho every other week and here now for the next 7-10 days and would be happy to meet you in person to discuss the project in greater detail if you have some time. I am also planning to attend the PDA meeting on July 24th, 2019 in person. Thank you.

Yours Sincerely

Raj Basu
Group Executive Chairman

AGENDA ITEM

NO. 15

Career Path Internship Agreement Off-Site Work

This Agreement between IDAHO STATE UNIVERSITY having its principal business address at 921 S. 8th, Stop 8108, Pocatello, ID 83209 (“ISU”) and _____, having its principal office located at _____ (“City”), (each a “Party”, collectively the “Parties”), takes effect on _____.

Background

- ISU provides opportunities for students to work as interns in positions concomitant with their academic and professional interests.
- The Career Path Internship Program was developed to enhance student success by giving students hands-on experience to enhance their job readiness skills as employees of outside entities.
- Students are encouraged to hold off-campus internship positions as employees to gain a paraprofessional experience that they may not otherwise have.

Agreement

In consideration of the promises and conditions contained herein, and for other valuable consideration, the receipt and sufficiency of which are acknowledged by ISU and the City, the Parties mutually agree as follows:

I. Duties and Responsibilities of ISU:

- A. ISU will organize and coordinate internship program, which will provide ISU interns (“Interns”) opportunities to work for the City.
- B. ISU will certify the academic eligibility of Interns registering for internship positions. Each Intern will have the educational background and skills required and will meet departmental requirements for participation. ISU does not guarantee completion of the internship by the Intern nor the quality of work of the Intern.
- C. ISU will designate a faculty supervisor for each Intern. The faculty supervisor shall serve as a liaison to better foster communication, expectations, and cooperative efforts between the Parties.
- D. ISU is a governmental entity and as such, maintains coverage through the State of Idaho’s Risk Management Division Self-retained Risk Program (see Idaho Tort Claims Act, §6-901 - §6-929) and retains all governmental immunities.

- E. ISU represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.

II. Duties and Responsibilities of the City:

- A. City agrees to prepare a position description that specifies the duties and responsibilities of the position so that ISU can determine the suitability of the Intern to the position and to determine the suitability of the internship for academic credit.
- B. City agrees to provide each Intern workspace and resources sufficient for the Intern to complete their work. City shall give each Intern an opportunity to perform a variety of tasks within the position description in order for the Intern to acquire and practice various skills.
- C. City agrees to provide all necessary work orientation, training, supervision, and evaluations. City will provide a safe work environment and adhere to all applicable laws and regulations.
- D. City agrees to keep an accurate account of each hour that an Intern has worked and provide such records upon ISU's request.
- E. City agrees to designate an individual who will serve as the liaison with ISU and each Intern.
- F. City represents that it is an equal opportunity employer and prohibits unlawful discrimination, harassment, and retaliation.

III. General Terms and Conditions:

- A. Either Party can terminate this Agreement by giving thirty (30) days' notice in writing. Should the City wish to terminate this Agreement prior to the completion of the semester term, any Intern(s) shall have the opportunity to complete their work for City.
- B. Either Party can require the withdrawal or dismissal of any Intern if his/her performance record or conduct does not justify continuance.
- C. In the event the City or any of its officers, agents, employees, insurers, or indemnitors have any claims, demand, suit, or judgment asserted against them which arises from acts of omissions of ISU, its officers, agents, or employees, ISU shall, to the extent permitted pursuant to the Idaho Tort Claims Act, defend and indemnify the City, its officers, agents, employees, insurers, and indemnitors, and hold them harmless.

In the event ISU or any of its officers, agents, employees, insurers, or indemnitors have any claims, demand, suit, or judgment asserted against them which arises from acts of omissions of City, its officers, agents, or employees, City shall, at its expense and to the extent permitted pursuant to the Idaho Tort Claims Act, defend and indemnify the State Board of Education, ISU, its officers, agents, employees, insurers, and indemnitors, and hold them harmless.

- D. Any notice required or permitted to be given under this Agreement is sufficient if made in writing and sent by first class mail, postage prepaid, to the address of the other party as set forth below or other address that the parties may later designate in writing.

If to ISU:

Lowell Richards
Assistant Vice President for Student Affairs
921 So. 8th Ave., Stop 8123
Pocatello, ID 83209

with copy to: The Office of General Counsel
921 So. 8th Ave., Stop 8410
Pocatello, ID 83209

If to City:

- E. The laws of the State of Idaho will govern the validity of this agreement and its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in Bannock County.
- F. Neither Party shall assign or subcontract any portion of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent may be withheld for any reason or no reason at all.
- G. The failure by any Party to insist upon the strict performance of any term or condition of this Agreement, or to exercise any rights or remedy consequent upon a breach thereof, shall not constitute a waiver of any such breach or of such, or any other, term or condition. No waiver shall affect or alter the remainder of this Agreement, but each and every other term and condition hereof shall continue in full force and effect with respect to any other then existing or subsequently occurring breach.
- H. Each Party is an independent party and shall not be considered, nor represent itself as, a joint venture, partner, or agent of the other Party. This Agreement shall

not create any rights in or inure to the benefit of any third-parties other than the student interns.

- I. This Agreement supersedes any other document, or other oral or written understanding that the Parties may have negotiated. This Agreement may only be modified by a writing signed by both Parties.

AGREED:

IDAHO STATE UNIVERSITY

By: _____

Name: Lowell Richards

Title: Associate V.P. for Student Affairs

Date: _____

CITY

By: _____

Name: _____

Title: _____

Date: _____