

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
September 18, 2020 – 11:00 a.m.
Council Chambers – Pocatello City Hall

In-person attendance is allowed, but due to COVID-19 guidelines, strict social distancing measures are in place. Attendance is limited. Face coverings are required.

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 August 19, 2020. *See attached document.*
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. *To be supplemented.*
4. **ACTION ITEM – Expense Payments & Reimbursements.** The Board may wish to approve the payment or reimbursement of the following PDA expenses:
 - a. \$494.50 from General Fund to Elam & Burke for legal fees for the month of August re: Special Counsel General
 - b. \$6,702.00 from General Fund to ICRMP for FY2021 premium.
 - c. \$329.50 from General Fund to Idaho State Publishing for legal noticing of budget.
5. **ACTION ITEM – North Portneuf TIF District.** The Board may wish to review and approve the following requested disbursements of funds under the previously approved reimbursement by the Board, and authorize the Chair's signature on the Confirmation of Agency Reimbursement.
 - a. **North Portneuf TIF District** - Portneuf Capital, LLC, is requesting disbursement of \$420,000 under the owner participation agreement as approved by the Board on June 17, 2020 and authorized on June 02, 2020. The request is for the installation of utilities including, power, natural gas and fiber optics. *See attached document.*
6. **ACTION ITEM - EXECUTIVE SESSION - Potential Economic Development Opportunity.** The Board may approve participation in an executive session as outlined in Idaho Code §74-206(1) (e) to consider preliminary negotiations involving matters of trade or commerce in which the PDA may be in competition with other jurisdictions.
7. **CALENDAR REVIEW** – The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
8. **ADJOURN.**

ATTACHMENT ITEM

No. 2

POCATELLO DEVELOPMENT AUTHORITY
MEETING MINUTES
August 19, 2020

Members present: Heidi Adamson, Mayor Brian Blad, Chad Carr, Rob Lion, Scott Smith, Scott Turner, Terrel Tovey, David Villareal

Members absent/excused: Mayor Brian Blad, Thomas Ottaway

Others present: Carl Anderson, Pocatello Senior Planner; Ashley Linton-Welsh, Treasurer; Jared Johnson, Pocatello City Attorney; Jim Johnston, Bannock Development Corporation; Tanner Hernandez, Prime Time Auctions; Chris Stevens, Pocatello City Council Member, and other members of the public

Agenda Item No. 1: Call to Order and Disclosure of Conflicts of Interest. Chair Scott Smith called the meeting to order at approximately 11:04 a.m. No conflicts were disclosed.

Agenda Item No. 2: Minutes. The minutes from the Board of Commissioners Regular Meeting held July 20, 2020, were considered. It was then **MSC (T. Tovey, C. Carr)** to approve the minutes as presented.

Agenda Item No. 3: Financial Report A. Linton-Welsh presented the June financial report. At the end of the reporting period, the Authority had cash on hand of \$3,818,726.46, with checking account balance of \$3,818,701.46 and savings account was \$25.00. The Authority recognized financial activity as follows: net revenue totaled \$-97,968.78, of which \$33,715.55 was interest earnings, property taxes. Expenses totaled \$131,684.33 with \$168.83 in administrative expenses \$20.00 in bank fees, \$16,595.50 in professional serves and \$114,900 in capital construction. **A. Linton-Welsh** also presented the **July** financial report. At the end of the reporting period, the Authority had cash on hand of \$4,380,242.74, with checking account balance of \$4,380,217.74 and savings account was \$25.00. The Authority recognized financial activity as follows: net revenue totaled \$561,516.28, of which \$55,687.08 was interest earnings on cash invested and \$505,829.20 from personal and property tax. With no further discussion it was then **MSC (C. Carr, R. Lion)** to approve the June and July financial report.

Agenda Item No. 4: Expense Payments & Reimbursements. The following invoices were considered for payment:

- a. \$516.83 from General Fund to Elam & Burke for legal fees for the month of July re: Special Counsel General
- b. \$60.74 from the North Portneuf fund to Carl Anderson for Portneuf Capital, LLC, Owner Participation Agreement recording fee.
- c. \$81.31 from the General Fund to Ashley Linton-Welsh for the July 20, 2020, meeting lunch cost.

C. Anderson reviewed the payment requests, stating the invoices accurately reflect work performed for services provided, and are appropriate for payment. It was then **MSC (T. Tovey, D. Villareal)** to approve the payment requests.

Agenda Item/Public Hearing No. 5: FY2021 Budget. **S. Smith** stated that the budget for FY2021 is to be considered by the Board. He then opened the public hearing. **A. Linton-Welsh** briefly described and summarized the budget development process. The FY 2021 potential expenses are included in the contingency amount for the open districts and general fund. That creates sufficient authority for needed spending, but still requires authorization by the PDA for all expenses. It was clarified that this is only an allocation and not an appropriation. It was also stated that the Board currently has a moratorium for new request for projects funded from the general fund.

The public hearing was opened to the public to provide comment. **Heather Disselkoen** presented comment opposed to the FY2021 budget. **H. Disselkoen** indicated that she is opposed to funding projects from the general fund outside of TIF districts and that the general fund should be tied to specific TIF districts. Additionally, **H. Disselkoen** also stated that the

she believes the Board should be more transparent. **S. Smith** commented that the work session in September will address the general fund expenditures. With no further public comment, the public hearing was closed.

T. Tovey indicated that he would like a full legal opinion from Elam & Burke regarding projects funded from the general fund. The Board ensued in discussion and it was stated that staff would reach out to E & B for a legal opinion. Following discussion among Board members, it was then **MSC (T. Tovey, R. Lion)** to adopt the FY2021 budget as proposed.

Agenda Item No. 6: Reimbursement of staff services: **C. Anderson** reviewed the request for payment to the City reimbursing the cost of City staff support to the Board. Under the Boards agreement with the City of Pocatello, the Board may wish to authorize payment to the City of Pocatello for staff services. The estimated fiscal year amount was \$25,000 for staff services. The amount to be reimbursed is \$5,698.26 for the 3rd quarter, bringing the total to-to date to \$16,400.22 with one quarter remaining. With no further discussion, it was **MSC (H. Adamson, D. Villareal)** to approve payment to the City in the amount of \$5,698.26 for staff support.

Agenda Item No. 7: Airport TIF District: **C. Anderson** introduced the request from Frigitek, LLC for reimbursement of work completed under the previously approved authorization from the Board at the September 18, 2019 meeting. **M. Quayle** provided an update on the infrastructure work that has been done and discussed the timeline of the project. **T. Tovey** clarified that funds are from the Airport District and that the request is part of an approved project.

Anderson reviewed the payment requests, stating the invoices accurately reflect work performed or goods and services provided, and are appropriate for payment. Staff clarified that the lease agreement between the City of Pocatello and Frigitek Industrial Parks has been signed and returned to the City. It was then **MSC (T. Tovey, S. Turner)** to approve the reimbursement requests of \$55,897.30 and authorize the Chair to sign the confirmation of reimbursement.

Agenda Item No. 8: Potential TIF District: **C. Anderson** provided an update stating that at the Board's regular meeting on June 17th, the Board voted to initiate the eligibility and subsequent feasibility study for a potential TIF in the South 5th Area of Pocatello. Since that time staff has solicited for Professional Services to complete the necessary studies. The proposals are in your agenda packet for review and representatives from Kushlan & Associates / and Outwest Policy Advisors are present to discuss their proposals and answer any questions that the Board may have. At the Board's meeting on July 20th, the Board continued the item to today's meeting to allow for additional time to review the proposals. **C. Anderson** stated that the first step in the process will be determining the eligibility of the area to be included in a potential TIF. Should the area be found to be eligible, the next step will be the feasibility study. The Board may wish to authorize the eligibility study, with the feasibility analysis contingent upon a finding of eligibility. **H. Adamson** clarified that the discussion was whether the Board was considering whether they wanted to move forward with the necessary studies to establish a new district.

The board ensued in discussion on the status of ITD's requirement of a new traffic signal to be installed at the existing interchange. It was stated that ITD is allowing Maverick to move forward without a new light at this time. **J. Mansfield** stated that, based on conversations with ITD, they are looking at a new interchange design in the location. **M. Quayle** provided an update on the City's plans for improvements along the South 5th corridor. **T. Tovey** suggested that the Board consider tabling the discussion until it is clear what ITD's future plans are. **T. Hernandez** stated that he believes that the statement that a light is not needed is incorrect. The Board discussed future actions that may be taken. With no further discussion, it was **MSC (H. Adamson, C. Carr)** the Board not proceed with an eligibility & feasibility study at this time.

Agenda Item No. 9: Triangle Development Project: **C. Anderson** provided a brief history of the project and summary of the request from Jesse Ward of Red Cedar Wealth Advisors. He stated that the subject request covers lots 3-13 Block 1 of the Triangle Subdivision, currently owned by JT Investments, LLC. Jesse Ward of Red Cedar Wealth Advisors is here to provide additional information on the request. The applicant is desirous of developing an office building consistent with the architectural standards of the Triangle Project. To date all improvements have been installed and the only remaining work are the designated live work units on the subject lots, as well as the development of Lot 2, not included in the

request. The development of the aforementioned lots is part of the 4th phase of the development as outlined in the redevelopment grant agreement. C. Anderson stated that the applicant attend the City of Pocatello site plan review meeting on August 11, 2020, and intends to remove the note on the Triangle subdivision plat for live-work units. It was noted that under the zoning code of the subject property, upper level housing may be constructed at any time provided parking requirements are met.

Following discussion, it was **MSC (T. Tovey, D. Villareal)** to authorize the Chair to sign the release of the deed of trust for the properties finding he Triangle project is in full performance of the agreement.

Agenda Item No. 10: Calendar Review: C. Anderson provided an update on the status of a work session in the second week in September. No additional calendar updates were provide.

Agenda Item No.11: Adjourn: There being no further business, the meeting adjourned at approximately 12:21 p.m.

By: _____
Carl Anderson
Interim Executive Director

Pocatello Development Authority
Balance Sheet by Class
As of August 31, 2020

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
ASSETS						
Current Assets						
Checking/Savings						
ICCU Checking	865,509.38	11,206.35	1,176,936.54	1,774,976.09	544,409.86	4,373,038.22
ICCU Savings	25.00	0.00	0.00	0.00	0.00	25.00
Total Checking/Savings	865,534.38	11,206.35	1,176,936.54	1,774,976.09	544,409.86	4,373,063.22
Accounts Receivable						
Notes Receivable	372,105.56	0.00	0.00	0.00	0.00	372,105.56
Total Accounts Receivable	372,105.56	0.00	0.00	0.00	0.00	372,105.56
Other Current Assets						
Accrued Interest Income	23,923.72	0.00	374.33	145.57	228.76	24,672.38
Property Tax Receivable	0.00	7,969.05	0.00	208,081.29	0.00	216,050.34
Total Other Current Assets	23,923.72	7,969.05	374.33	208,226.86	228.76	240,722.72
Total Current Assets	1,261,563.66	19,175.40	1,177,310.87	1,983,202.95	544,638.62	4,985,891.50
Other Assets						
Inventory - Leasehold	125,000.00	0.00	0.00	0.00	0.00	125,000.00
Total Other Assets	125,000.00	0.00	0.00	0.00	0.00	125,000.00
TOTAL ASSETS	1,386,563.66	19,175.40	1,177,310.87	1,983,202.95	544,638.62	5,110,891.50
LIABILITIES & EQUITY						
Liabilities						
Current Liabilities						
Other Current Liabilities						
Acct Payable	2,852.43	9,522.85	0.00	2,541.50	0.00	14,916.78
Total Other Current Liabilities	2,852.43	9,522.85	0.00	2,541.50	0.00	14,916.78
Total Current Liabilities	2,852.43	9,522.85	0.00	2,541.50	0.00	14,916.78
Long Term Liabilities						
Deferred Interest Receivable	23,632.57	0.00	0.00	0.00	0.00	23,632.57
Deferred Notes Receivable Rev	426,528.00	0.00	0.00	0.00	0.00	426,528.00
Deferred Tax Revenues	0.00	0.00	0.00	208,081.29	0.00	208,081.29
Total Long Term Liabilities	450,160.57	0.00	0.00	208,081.29	0.00	658,241.86
Total Liabilities	453,013.00	9,522.85	0.00	210,622.79	0.00	673,158.64
Equity						
Fund Balance	915,929.38	0.00	980,538.40	392,329.28	609,912.35	2,898,709.41
Net Income	17,621.28	9,652.55	196,772.47	1,380,250.88	-65,273.73	1,539,023.45
Total Equity	933,550.66	9,652.55	1,177,310.87	1,772,580.16	544,638.62	4,437,732.86
TOTAL LIABILITIES & EQUITY	1,386,563.66	19,175.40	1,177,310.87	1,983,202.95	544,638.62	5,110,891.50

Pocatello Development Authority
Profit & Loss by Class
October 2019 through August 2020

	1-General Fund	3-North Yellowstone	4-Naval Ordnance	6-North Portneuf	7-Pocatello Regional Airport	TOTAL
Ordinary Income/Expense						
Income						
Interest Income	2,136.55	1,580.78	2,534.98	56,472.19	1,592.42	64,316.92
Loan Interest Income	3,979.42	0.00	0.00	0.00	0.00	3,979.42
Miscellaneous Income	225.00	0.00	0.00	0.00	0.00	225.00
Personal Property tax replace	0.00	102.90	2,498.65	10,294.69	2,525.69	15,421.93
Proceeds from sale of property	124,082.50	0.00	0.00	1,250,000.00	0.00	1,374,082.50
Property Taxes	0.00	7,968.87	222,909.84	297,901.68	101,425.46	630,205.85
Rental Income	750.00	0.00	0.00	0.00	0.00	750.00
Total Income	131,173.47	9,652.55	227,943.47	1,614,668.56	105,543.57	2,088,981.62
Gross Profit	131,173.47	9,652.55	227,943.47	1,614,668.56	105,543.57	2,088,981.62
Expense						
Administrative	6,752.11	0.00	0.00	57.43	0.00	6,809.54
Bank Fee	0.00	0.00	0.00	15.00	20.00	35.00
Capital Construction	0.00	0.00	31,171.00	0.00	170,797.30	201,968.30
Debt Service						
Principal	0.00	0.00	0.00	224,247.51	0.00	224,247.51
Total Debt Service	0.00	0.00	0.00	224,247.51	0.00	224,247.51
Dues and Memberships	1,750.00	0.00	0.00	0.00	0.00	1,750.00
Economic Grants Issued	50,234.00	0.00	0.00	0.00	0.00	50,234.00
Economic Loans	22,354.20	0.00	0.00	0.00	0.00	22,354.20
Professional Services						
Other Professional Services	32,461.89	0.00	0.00	10,097.74	0.00	42,559.63
Total Professional Services	32,461.89	0.00	0.00	10,097.74	0.00	42,559.63
Total Expense	113,552.20	0.00	31,171.00	234,417.68	170,817.30	549,958.18
Net Ordinary Income	17,621.27	9,652.55	196,772.47	1,380,250.88	-65,273.73	1,539,023.44
Net Income	17,621.27	9,652.55	196,772.47	1,380,250.88	-65,273.73	1,539,023.44

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: Carl Anderson
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

AUGUST 31, 2020

Invoice # 187362

Billing Atty - MSC

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

AUGUST 31, 2020

Invoice # 187362

*** INVOICE SUMMARY PAGE ***

PROFESSIONAL FEES	494.50
COSTS ADVANCED	.00
TOTAL INVOICE	494.50

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AUGUST 31, 2020

Invoice # 187362

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED
From AUGUST 5, 2020 Through AUGUST 31, 2020

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

8/05/20	MSC	.20	Review correspondence from Mr. Anderson concerning distribution of written communications. Call with Mr. Anderson and follow up with Board Chair re same.	43.00
8/05/20	RPA	.20	Address issue concerning distribution of material from the Chair to the board and criticism raised by citizen group concerning transparency.	43.00
8/12/20	MSC	.20	Review and follow up on public comment from PAGE.	43.00
8/12/20	RPA	.20	Review formal request letter for transparency and release of information. Determine options for response.	43.00
8/19/20	MSC	.20	Call with Carl Anderson to discuss work session and preparation re same.	43.00
8/25/20	RPA	.20	Consider content of opinion about use of "general fund" monies and legal basis for doing so.	43.00
8/28/20	MSC	.90	Call with Carl Anderson and Scott Smith re topics for upcoming work session.	193.50
8/31/20	RPA	.20	Address requested opinion on use of general funds and legal basis for expenditures.	43.00

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

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

ELAM & BURKE
ATTORNEYS AT LAW

Tax Id No. 82-0451327

RE: Special Counsel General

CLIENT/MATTER: 09212-00003
AUGUST 31, 2020
Invoice # 187362

ATTORNEY	RATE	HOURS	AMOUNT	NON-CHARGEABLE	
				HOURS	AMOUNT
Armbruster, Ryan P. Shareholder	215.00	.80	172.00	.00	.00
Conrad, Meghan S. Shareholder	215.00	1.50	322.50	.00	.00
		2.30	494.50	.00	.00
COSTS ADVANCED					
TOTAL COSTS ADVANCED				.00	
INVOICE TOTAL				494.50	

Member Billing Contact:

Melanie Gygli
 Pocatello Development Authority
 PO Box 4169
 Pocatello, ID 83205

Invoice Date: 9/1/2020
Invoice Number: 18045 - 2021 - 1
Policy Period: 10-1-20 to 9-30-21
Policy Number: 40A18045100120

*pd
2.4.21*

Insurance Billing

DESCRIPTION
10/1/2020 - 9/30/2021 Policy Year Annual Premium: \$6,702.00 Minimum Due 10/1/2020: \$3,351.00 Balance Due 4/1/2021: \$3,351.00
For proper application, please do not combine other payments with your premium remittance.

Please Detach and Submit with Payment

Member:

Pocatello Development Authority
 PO Box 4169
 Pocatello, ID 83205

Make Checks Payable to:

ICRMP
 PO Box 15116
 Boise, ID 83715

Invoice Date:	9/1/2020
Invoice Number:	18045 - 2021 - 1
Due Date:	10/1/2020
Minimum Due:	\$3,351.00
Amount Paid:	

Write Amount Paid Here

 Address Corrections? Please make changes on the back of this form and enclose with your payment.

August 28, 2020

Pocatello Development Authority
Melanie Gygli
PO Box 4169
Pocatello, ID, 83205

RE: ICRMP Insurance Policy Changes effective October 1, 2020

Dear Melanie,

ICRMP has served Idaho public entities as a stable and reliable source of risk management resources as well as liability and property insurance for thirty-five years. We work closely with our members' governing boards, elected officials and administrative staff to facilitate your public duties while reducing risk exposure.

Attached to this letter is a Summary of Policy Changes for your ICRMP Multi-lines Insurance policy effective October 1, 2020. While we provide you a summary of policy changes every year, there are two specific changes that I want to highlight for this renewal.

EMPLOYMENT PRACTICES LIABILITY DEDUCTIBLE

There are numerous accidental happenings a public entity can face but taking adverse employment actions is not an accident. Employment actions are instead intentional, conscious decisions that can have significant financial impact on this Program. Employees are one of your biggest assets and one of your largest risk exposures. The employment practices liability insurance we provide protects you when an employee sues over employment-related issues. The ICRMP insurance policy pays to defend you against claims of wrongful employment practices and pays to cover damages if you are found liable. Wrongful employment practices claims are usually related to:

- Sexual Harassment
- Wrongful Termination
- Wrongful Discipline or Demotion
- Discrimination
- Equal Employment Opportunity Commission/Idaho Human Rights Commission

We continue to see a significant rise in both the number of employment practices claims and the amounts paid to defend and settle claims. Due to this rising claim frequency and severity we are amending our employment practices liability coverage to include a per claim deductible of \$5,000.00. The specific terms are detailed in your policy effective October 1, 2020 and in the attached Summary of Policy Changes. We understand the burden this deductible could have on a public entity's budget, so we are offering to waive it if you take the following risk management steps:

1. You must consult with us before taking any adverse employment actions, including termination or suspension of employment, and
2. You must follow all reasonable advice provided by us or an attorney assigned by us with respect to such employment action.


Please contact Carl Ericson, Risk Management Legal Counsel at 208-246-8209 or cericson@icrmp.org to begin the waiver process prior to taking an adverse employment action.

CYBER LIABILITY

Another insurance coverage that is experiencing significant claim growth is Cyber Liability. This coverage protects your entity for liability claims for data privacy breaches, as well as ransomware, data recovery costs and breach responses. Due to the increasing frequency and severity claim trends for members and the insurance marketplace, we must increase the deductible for this coverage. Effective October 1, 2020, your Cyber Liability per claim deductible will be \$10,000.00. If you are not already taking part in proactively reducing your cyber claim exposure by participating in ICRMP's KnowBe4 cyber liability risk management program, please do so as this could reduce your deductible.

I have mailed a copy of this letter and a summary of policy changes to the Governing Board of your entity as well as to you as the designated key contact person. If you have questions about any of the policy changes discussed, please contact me at 208-246-8212 or smoser@icrmp.org.

Sincerely,



Sandy Moser, CPCU
Underwriting Manager

**SUMMARY OF ICRMP PUBLIC ENTITY POLICY CHANGES
October 1, 2020 through September 30, 2021**

A. SECTION I. GENERAL INSURING AGREEMENT

Item 1: A. (1.) (g.) – CLARIFY

Clarified the general insuring agreement that no coverage exists without a demand for damages, unless specifically stated we will do so in the applicable coverage section.

B. SECTION II. GENERAL DEFINITIONS

Item 1: A. (25.) *Vehicle* – CLARIFY

Adopted the definition from standardized commercial property insurance and replaced every instance of "automobile" with "vehicle".

Item 2: A. (13.) *Insured Property* – CLARIFY

Adopted the definition from standardized commercial general property insurance and replaced every instance of "covered property" with "insured property". We also included watercraft as a type of mobile equipment.

C. SECTION V. PROPERTY INSURANCE

Item 1: Limit of Indemnification – *Debris Removal* - REDUCTION

Added the following provision to the sub-limit for Debris Removal as follows: We will pay the lesser of 25% of property damage, loss or limit shown which is \$2,500,000.

Item 2: Limit of Indemnification Increase – *Earthquake* - BROADEN

Increased the Sub-limit from \$50,000,000 to \$62,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year. In addition, modified the term Earth Movement and replaced with Earthquake. Only those losses defined by the loss of earthquake will be sub-limited as above. Earth movement losses are not subject to the sub-limit of earthquake.

Item 3: Limit of Indemnification Increase – *Flood Type 1* - BROADEN

Increased the Sub-limit from \$5,000,000 to \$12,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year.

Item 4: Limit of Indemnification Increase – *Flood Type2* - BROADEN

Increased the Sub-limit from \$50,000,000 to \$62,500,000 per occurrence and/or in the annual aggregate with all Public Entity members combined in this policy year.

Item 5: Limit of Indemnification Increase – *Inadvertently Omitted Items* - BROADEN

Increased the Sub-limit from \$500,000 to \$2,500,000 per occurrence and/or in the annual aggregate for multiple occurrences.

Item 6: Limit of Indemnification Increase – *Operational Disruption* - BROADEN

Increased the overall sub-limit for Operational Disruption from \$4,000,000 per occurrence to \$5,000,000 per occurrence. Increased the Extra Expense sub-limit as detailed in the

Item 19: Specific Condition C. (1.) (e.) – Operational Disruption Expense - BROADEN

Increased sub-limit from \$4,000,000 per occurrence to \$5,000,000 per occurrence.

Item 20: Specific Condition C. (1.) (f.) – Property in the Course of Construction - BROADEN

We clarified to add "soft costs" to this sub-limit. In the prior policy it was referred to as "Professional Fees" and had a sub-limit of \$1,000,000. Now, it is included within this sub-limit of \$5,000,000.

Item 21: Specific Condition C. (1.) (h.) – Valuable Papers/Records - CLARIFY

Amended to clarify what the additional coverage triggers of loss. Additionally, added standardized commercial insurance language.

Item 22: Specific Condition C. (3.) – Consequential Reduction in Value - REDUCTION

Added standardized commercial insurance language to clarify the reduction in value on merchandise that is part of pairs or sets.

Item 23: Specific Condition C. (7.) – Inadvertently Omitted Property - BROADEN

Increased limit from \$500,000 per occurrence to \$2,500,000 per occurrence for insured property inadvertently omitted from the schedule of values.

Item 24: Specific Condition C. (16.) (c.) – Property in Transit - REDUCTION

Added standardized commercial insurance language for property in transit.

Item 25: Specific Condition C. (16.) (i.) – All other Insured Property - BROADEN

Removed valuation provision regarding replacement cost as per the value in your schedule of values. That was a limiting factor to the maximum loss.

Item 26: Exclusion D. (1.) (b.) –Animals - REDUCTION

Added the word "animals" to items not covered when damage is directly or indirectly caused by the item. This does not apply to collision with animals.

Item 27: Exclusion D. (1.) (c.) –Depletion - REDUCTION

Added the word "depletion" to items not covered when damage is directly or indirectly caused by the item.

Item 28: Exclusion D. (1.) (d.) –Corrosion - REDUCTION

Added the words "corrosion and erosion" to items not covered when damage is directly or indirectly caused by the item.

Item 29: Exclusion D. (1.) (j.) –Theft - CLARIFY

Clarified the exclusion related to losses from any fraudulent, dishonest or criminal act, but not limited to "theft, committed alone or in collusion with others at any time by any insured.

G. SECTION XI. EMPLOYMENT PRACTICES LIABILITY INSURANCE

Item 1: Condition 2 – *Deductible* - REDUCTION

Added a deductible for claims for damages brought forth under this coverage section brought by any employee directly or indirectly reporting to you relating to personnel-related actions or omissions shall have the deductible apply as listed below. This deductible applies for any claim arising out of wrongful termination, constructive discharge, retaliation, breach of employment contract, violation of due process rights relating to employment and/or any other constitutional or statutory rights, unlawful discrimination, employment sexual harassment, employment harassment of any type, assault, battery, and/or any claim resulting from or related to any type of unlawful or unfair employment practice. This deductible applies whether the alleged damages arise from negligent, intentional or any other type of otherwise wrongful conduct. You will be responsible for the below referenced deductible of any settlement, judgment, or legal defense costs paid by us on your behalf with respect to any employment practices liability claims filed against you. However, this deductible will be waived if you consult with us before such employment action, including termination or suspension of employment, and followed all reasonable advice provided by us or an attorney assigned by us with respect to such employment action. The referenced deductible amount will be billed to you by us for any settlement, judgment or legal defense costs paid as the claim progresses. For each and every claim filed related to this coverage as detailed above, the deductible is as follows during the policy period: \$5,000.

H. SECTION XIII. SEXUAL MOLESTATION OR SEXUAL ABUSE LIABILITY INSURANCE

Item 1: Insuring Agreement A (1.) – *Sexual Molestation or Sexual Abuse Liability* - CLARIFY

Clarified text to simplify that all sexual molestation or sexual abuse bodily injury claims or related sexual molestation or sexual abuse bodily injury claims will be deemed one claim per the text as written. In addition, we clarified that the absolute first sexual molestation or sexual abuse occurrence must be on or after the retroactive date listed on the declarations page.

I. SECTION XV. ENDORSEMENTS

Item 1: #1 Accidental Discharge of Pollutants. – BROADEN

Increased the aggregate for multiple occurrences per policy period limit from \$100,000 to \$500,000.

Item 2: #2 Cyber & Technology Liability Endorsement. – BROADEN

Amended text throughout endorsement to align with language provided by the reinsurer. Added new sub-limits and/or coverages as listed:

- PCI DSS – Increased from \$500,000 to \$1,000,000 per occurrence.
- Data Breach Response – Increased from \$500,000 to \$1,000,000 per occurrence.
- Social Engineering Fraud – Increased from \$100,000 to \$250,000 per occurrence.

ADVERTISING RECEIPT

PO Box 431
 305 S Arthur Ave,
 Pocatello, ID 83204
 Ph. (208) 522-1800 Fax: (907) 452-5054

BILLING DATE:	ACCOUNT NO:
07/28/20	1321

RUTH NEWSOM
 CITY OF POCATELLO - LEGALS
 P.O. BOX 4169
 POCATELLO, ID 83205

AD #	DESCRIPTION	START	STOP	TIMES	AMOUNT
20253	NOPH-budget	08/05/20	08/12/20	2	\$329.50

Payments:

Date	Method	Card Type	Last 4 Digits	Check	Amount

Discount: \$0.00
 Surcharge: \$0.00
 Credits: \$0.00

Gross: \$329.50
 Paid Amount: \$0.00

Amount Due: \$329.50

ATTACHMENT ITEM

No. 5

Pocatello Development Authority

City of Pocatello
911 North 7th Avenue
Pocatello, Idaho 83201

An urban renewal agency for the City of Pocatello, Idaho

TO: Pocatello Development Authority, Board of Commissioners
FROM: Carl Anderson, Interim Executive Director
DATE: September 18, 2020
SUBJECT: Portneuf Capital, LLC – Issuance of Funds

BACKGROUND: As part of the Owner Participation Agreement with Portneuf Capital LLC, the Board approved the TIF reimbursement request of \$420,000 from existing district. Eligible costs include improvements outlined in the plan and approved OPA (Attachment 3 to OPA attached), associated with the development of the site within the Airport TIF District.

Reimbursement Request Summary	
Invoice	
	Total
Union Pacific Railroad Company & Fiber Broadband LLC Total	\$19,520
Bear River Electric	\$152,253.53
Direct Communication	\$20,000.00
Bortek Utilities	\$49,088.00
Idaho Power	\$180,353.00
Invoice Total:	\$421,214.53
Reimbursement Request Total:	\$420,000.00

SUMMARY: The invoices included as part of the request have been paid by Portneuf Capital, LLC, and final inspection of the completed work will take place prior to the September 18, 2020, regular meeting for staff acceptance.

The applicable Agency Funded Public Improvements on the following page.

Upon approval, payment should be made to **Portneuf Capital, LLC**.

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Attachment 3

Agency Funded Public Improvements

The Agency Funded Public Improvements include utility work within the public utility easement and does not include improvements from the easement to the private buildings.

Item	Description	Estimated Cost
Public Utility – Power – Idaho Power	Within easements as may be provided to Idaho Power Company, 3 transformer stations, 1 stepdown transformer station, disconnect switches inside of each transformer station, and wire from current electrical infrastructure to each transformer station	\$315,000
Public Utility – Natural Gas – Intermountain Gas Co.	Within the easement as may be provided to Intermountain Gas company, 1 regulator control box with sufficient pipe from main	\$20,000
Public Utility – Fiber Optics – Direct Communications	Within the easement, fiber optic infrastructure extension including railroad permit to run cable under tracks	\$85,000
TOTAL		\$420,000.00

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CONFIRMATION OF AGENCY REIMBURSEMENT NO. _____

This Confirmation of Agency Reimbursement ("Confirmation") is entered into between the Pocatello Urban Renewal Agency, commonly known as the Pocatello Development Authority, an independent public body, corporate and politic (hereinafter "Agency"), organized pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended (hereinafter the "Law"), and undertaking projects under the authority of the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (hereinafter the "Act"), and Portneuf Development, LLC, an Idaho limited liability company authorized to do business in the State of Idaho (hereinafter "Participant"). The Effective Date of this Confirmation is the date last signed by the parties.

WITNESSETH:

1. Agency Contribution

Agency has, pursuant to the procedures set forth in the Owner Participation Agreement by and between the Agency and Participant with an effective date of _____ (the "OPA"), determined the Actual Eligible Costs for those certain Agency Funded Public Improvements as those terms are defined in the OPA and as specifically identified below, shall be _____ and ____/100 dollars (\$ _____) (the "Agency Reimbursement") for the [identify Agency Funded Public Improvements subject to reimbursement in this Confirmation].

2. Payment Terms.

Agency agrees to reimburse Participant for the amount of the Agency Reimbursement, without interest from the Effective Date of this Confirmation pursuant to the Reimbursement Procedure set forth in the OPA.

Participant acknowledges that the Agency Reimbursement may not be paid in full if the revenue allocation proceeds available for reimbursement under the Urban Renewal Plan and pursuant to the OPA, are less than the Agency Reimbursement.

If the Agency Reimbursement is not fully reimbursed by December 31, 2030, or the date upon with the Urban Renewal Plan and Project Area terminates, whichever is earlier, the Agency will not be obligated to make any additional payments.

To the extent there is more than one Confirmation of Agency Reimbursement between the parties and pursuant to the OPA, then payment will be applied to the Confirmation with the earliest Effective Date first, until paid in full, or until December 31, 2030, or upon termination of the Urban Renewal Plan, whichever occurs first.

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3. **Limitation on Making Payments**

It is the intention of the parties that Participant shall only be paid from the existing revenue allocation proceeds. If, for any reason, the revenue allocation proceeds are reduced, curtailed or limited in any way legislative enactments, initiative referendum, judicial decree, or other, the Agency shall have no obligation to pay the Agency Reimbursement to Participant as described in this Confirmation from other sources or monies which Agency has or might hereinafter received.

4. Except as expressly modified above, the terms and conditions of the OPA are still binding on Agency and Participant as set forth in such OPA.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

AGENCY
POCATELLO URBAN RENEWAL AGENCY, A/KA
THE POCATELLO DEVELOPMENT AUTHORITY

By: _____, Chair

Date: _____

ATTEST:

By: _____,
Secretary

PARTICIPANT
PORTNEUF DEVELOPMENT LLC

By: _____

Date: _____

WIRELINE CROSSING AGREEMENT

Mile Post: 217.67, Nampa Subdivision
Location: Pocatello, Bannock County, Idaho

THIS AGREEMENT ("Agreement") is made and entered into as of July 14, 2020, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **FIBER BROADBAND LLC**, be addressed at 620 Pheasant Ridge Drive, Pocatello, Idaho 83202 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) underground fiber optic wireline crossing encased in a 2 inch HDPE conduit only, including any appurtenances required for the operation of said wireline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Pocatello, Bannock County, State of Idaho ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated July 09, 2020, attached hereto as Exhibit A and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) underground fiber optic wireline crossing encased in a 2 inch HDPE conduit, and (ii) not be used for any other purpose, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing Exhibit A. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of **Three Thousand Dollars (\$3,000.00)**.

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under Exhibit B, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
Attn: Analyst - Real Estate Utilities (03215-57)
1400 Douglas Street, MS 1690
Omaha, Nebraska 68179

If to Licensee: FIBER BROADBAND LLC
620 Pheasant Ridge Drive
Pocatello, Idaho, 83202

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

UNION PACIFIC RAILROAD COMPANY

By: _____

Valerie Harrill

Valerie Harrill
Mgr II Real Estate Contracts

FIBER BROADBAND LLC

By: _____

Darren Miller

Name Printed: Darren Miller

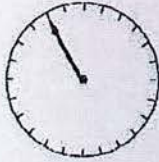
Title: Member

Article 3a

Additional Crossing Fees

Engineering of Submitted Plans	accepted	collected	2540.00
Easement / Survey	accepted	collected	1530.00
Track Safety	accepted	collected	3500.00
Track Insurance	accepted	collected	1900.00
Inspection	accepted	collected	1250.00
FRA Reporting / Inspection	accepted	collected	2900.00
Flagging	accepted	collected	1800.00
Final Inspection	accepted	collected	1100.00

PLACE ARROW INDICATING NORTH DIRECTION RELATIVE TO CROSSING



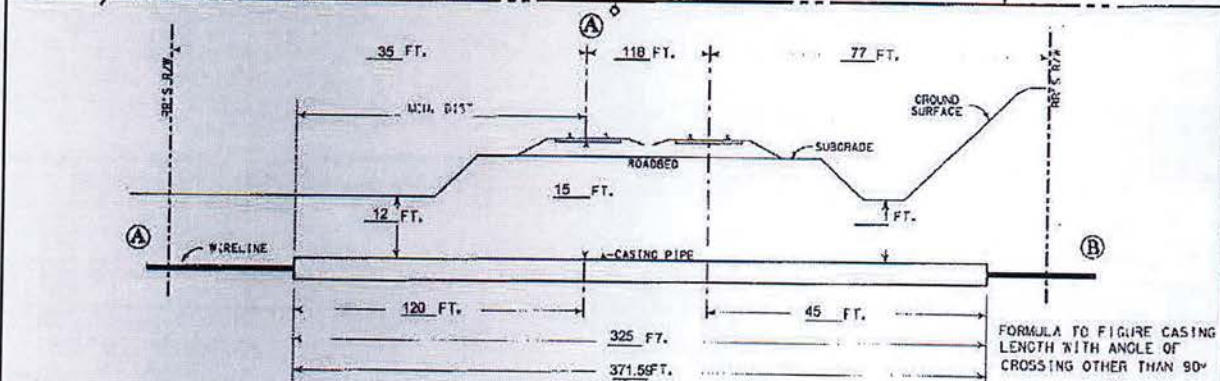
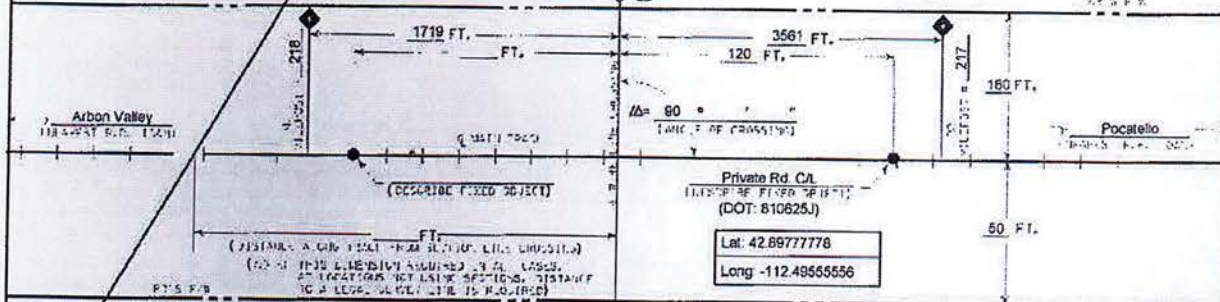
UNDERGROUND WIRELINE CROSSING

750 VOLTS OR LESS

NOTE: ALL AVAILABLE DIMENSIONS MUST BE USED IN CALCULATING THIS APPLICATION.

REV 10-26-2007
www.uprr.com
NO SCALE

LINE SECTION _____ TOWNSHIP _____ RANGE _____ MERIDIAN _____



NOTES 1

FORMULA TO FIGURE CASING LENGTH WITH ANGLE OF CROSSING OTHER THAN 90°

$$\frac{L}{\sin \Delta} = \frac{H}{\sin \theta}$$

1/2 CASING LENGTH
TRACK Δ

- A) TYPE WIRELINE CROSSING: FIBER OPTIC
- B) VOLTAGE TO BE CARRIED UNDER TRACK: 0 NO. OF WIRES: 1
- C) CASING TYPE TO BE INSTALLED: 2" HDPE SDR-11
- D) METHOD OF INSTALLING CASING PIPE UNDER TRACK(S):
(WEI BORE NOT PERMITTED): DIRECTIONAL BORE
- E) DISTANCE FROM CENTER LINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES TO TRACK: 45
- F) DISTANCE TO NEAREST ROAD CROSSING WITH SIGNAL LIGHTS OR GATES (IF LESS THAN ONE MILE): 0.757
- G) APPLICANT HAS CONTACTED 1-800-336-9193, U. P. COMMUNICATION DEPARTMENT, AND HAS DETERMINED FIBER OPTIC CABLE _____ EXIST IN VICINITY OF WORK TO BE PERFORMED. TICKET NO. _____

EXHIBIT "A"
FOR RAILROAD CROSSING OF 750 VOLTS OR LESS

UNION PACIFIC RAILROAD CO.

Nampa Sub.
M. P. 217.67 E. S. 11494+09 ±

UNDERGROUND WIRELINE CROSSING

POCATELLO BANNOCK ID

FOR FIBER BROADBAND LLC

RR FILE NO. 0321557 DATE 7/9/2020

WARNING

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

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for aerial marker balls, shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering - Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration, Federal Energy Regulatory Commission, and Federal Aviation Administration regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. If Licensee's Facilities will be located underground, Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. Licensee shall not transmit electric current from Licensee's Facilities at a difference of potential in excess of the voltage indicated on **Exhibit A**. If the voltage indicated is in excess of seven hundred fifty volts (750V), and Licensee's Facilities will be buried at any location outside of track ballast or roadbed on Railroad Property, Licensee shall install metallic conduit, or non-metallic conduit encased in a minimum of three inches (3") of concrete with a minimum of four feet (4') of ground cover the entire length of Licensee's Facilities. Any of Licensee's Facilities buried by removal of soil shall have, at a depth of one foot (1') beneath the surface of the ground directly above Licensee's Facilities, with a six inch (6") wide warning tape labeled "Danger-High Voltage" or equivalent wording. Any of Licensee's Facilities

encased in conduit, jacked, or bored under Railroad Property must be identified with warning signs ("Warning Signs") at each edge of Railroad Property, to be installed and properly maintained at Licensee's cost and expense. Licensee shall not utilize Warning Signs in lieu of the warning tape where portions of the casing are installed by direct burial.

D. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this **Exhibit B**. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One

and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

Section 5. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed by Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensor and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property found at the link below.

Union Pacific Current Safety Requirements

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof. Licensee shall take all suitable precaution to prevent interference (by induction, leakage of electricity, or otherwise) with the operation of the signal, communication lines or other installations or facilities of Licensor or of its tenants. If, at any time, the operation or maintenance of Licensee's Facilities results in any electrostatic effects which Licensor deems undesirable or harmful, or causes interference with the operation of the signal, communication lines or other installations or facilities, as now existing or which may hereafter be

provided by Licensor and/or its tenants, Licensee shall, at the sole cost and expense of Licensee, immediately modify or take action as may be necessary to eliminate such interference.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**.

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall telephone Licensor during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except for holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator. Licensee shall make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of

Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, (i) in the furtherance of Railroad's Use, or (ii) as is necessary to ensure safe and reliable maintenance and operation of the facilities of Licensor and/or its tenants because of interference from Licensee's Facilities.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Wireline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors,

sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.

3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Electrical interference or other types of interference created or caused by or escaping from Licensee's Facilities;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR

PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION: REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online at [this link](#), for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located underground on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities.

For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations

of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this Exhibit B), accrued or otherwise, which may have arisen prior to such termination.

Approved: Insurance Group
Created: 5/19/18
Last Modified: 05/19/18
Form Approved, AVP-Law

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. Commercial General Liability Insurance. Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

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

B. Business Automobile Coverage Insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.

C. Workers' Compensation and Employers' Liability Insurance. Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor

Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. Railroad Protective Liability Insurance. Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement.

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

Other Requirements

F. All policy(ies) required above (except worker's compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Licensor as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Licensor's negligence whether sole or partial, active or passive, and shall not be limited by Licensee's liability under the indemnity provisions of this Agreement.

G. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

H. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

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

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

All future insurance notices should be forwarded to my attention per the address below with the Folder number identified:

Real Estate Department
Folder No: 03215-57
Union Pacific Railroad Company
1400 Douglas Street STOP 1690
Omaha, NE 68179-1690

Sincerely,



Valerie Harrill
Mgr II Real Estate Contracts - Real Estate
Email : VAHARRILL@up.com
Phone : (402) 544-8801



Invoice

591 W Highway 30
Soda Springs, ID 83276

Date	Invoice #
9/2/2020	11155

Bill To
Portneuf Capital

P.O. No.	Vendor #

Office Number : 208-547-4205

Item	Hours	Description	Rate	Amount
Labor	147	Labor for electrical work on the Hoku Control building Through 8/26/20	70.00	10,290.00
Materials		Cost of the materials used	8,358.17	8,358.17
Subcontractor		Pro Builders to remove footing and excavate 6" power conduit	1,436.60	1,436.60
Materials		Cost of the materials used, concrete and dye	564.60	564.60
rental		Mini Excavator rental	274.16	274.16
Electrical Permit		Electrical Permit	200.00	200.00
			Balance Due	\$21,123.53

Full payment is due upon receipt of invoice. All accounts past 30 days will be turned over to collections. A 3.5% processing fee will be assessed to all credit card payments. A finance charge of 18% APR will be charged on all past due accounts.

Bear River Electric

Industrial → Commercial → Residential → Agricultural

Quote

To: Portneuf Capital
1 Hoku Way
Pocatello ID 83201

Phone:
Cell: (208) 251-6878
Fax:
E-Mail LDB@portneufcapital.com

Attention: LD Bartleme

Reference: Facilities

Date: March 25, 2020

Facility Electrical

1 Admin Excavation	\$ 13,750.00
2 Warehouse Excavation	\$ 15,700.00
3 Control Building Transformer to Disconnect	\$ 26,600.00
4 Admin Building Disconnect	\$ 14,500.00
5 Warehouse Primary	\$ 19,300.00
6 Warehouse Disconnect with multi-meter base	\$ 35,300.00
7 Warehouse Interior Panels (Using Onsite Panels & Xfmr)	\$ 5,980.00
Total Project	\$ 131,130.00

Description of Line Items...

- 1 Excavation from the main power transformer to the Admin Building for IDPCo
- 2 Excavation from the main Sector to the Warehouse Building for IDPCo
- 3 Control Building Power from the IDPCo Transformer to the Main Building Disconnect. Includes Disconnect and installing grounding conductor to to MDP.
- 4 Admin Building Installation of Disconnect in the Main Electrical Room.
- 5 Warehouse Building Power from the IDPCo Transformer to the Main Building Disconnect.
- 6 Warehouse Interior Panels. Installation of 1- 480v Panel, 1- 45 kva XFMR, and 1- 120/208v Panel on the wall adjacent to the Main Service Disconnect. Interior Convenience outlets are not
- 7 included in this pricing.

Total Cost
\$131,130

1. This proposal is firm for 30 days.
2. City and or State Electrical Permit is included in price.
3. If you have any questions and/or comments please feel free to reach me at the number listed below.

Thank You,

Forrest Lusk
(208)-251-3484
FLuskBRE@Gmail.com
Bear River Electric, LLC

price without extending term at any time during initial term.

Description of Service	One-time Capital/ Installation Cost *	Monthly Price	QTY	Monthly Subtotal
<input checked="" type="checkbox"/> 1,500 x 1,500 Mbps Dedicated Internet Access 60 month agreement	\$0	\$1,545.00	1	\$1,545.00
<input type="checkbox"/> 2,000 x 2,000 Mbps Dedicated Internet Access 60 Month agreement	\$0	\$1,745.00	1	\$1,745.00
<input checked="" type="checkbox"/> Public Static IP Address Qty 5 (/29) Public Static IP Address - Quantity of 5 usable Traditional Statics- NOT PPPOE		\$50.00	1	\$50.00
Option to reduce monthly rate with up-front capital (please select if this option is desired)				
<input checked="" type="checkbox"/> Up-front capital of \$20,000 Selecting this option will reduce monthly payment by \$150.00	\$20,000.00	-\$150.00	1	-\$150.00
Total Monthly amount				\$1,595.00

* Capital cost is primarily an opportunity for Subscriber to assist with construction costs so as to reduce monthly charges depending on term of agreement, or one-time charges for equipment. The indicated amount will be invoiced on first billing cycle invoice.

** PLEASE NOTE ** TERMS of this agreement are included below. By accepting this proposal, Subscriber acknowledges that these TERMS have been read and are acceptable with this proposal. Internet service term selected determines the length of term for all monthly services.

Applicable taxes (if any) for equipment or service not included in this proposal.

As is typical for telecommunication services, services are billed a month in advance. As such, the first invoice will likely contain a partial month billing, and depending on the date service begins, may have up to two months of service included in the first bill. Subsequent bills will have only one month of service. Please contact above noted Account Representative if questions.

AGREED TO AND ACCEPTED (authorized representative):

Darren Miller

06/30/2020

RECEIVED
7-1-20

Signature Certificate

Document Ref.: 47CVJ-ZOKFO-4IPSP-DTVZG

Document signed by:

	<p>Darren Miller Verified E-mail: dmiller@mytrufiber.com</p> <p>65.121.131.130 30 Jun 2020 19:27:33 UTC</p>	<p><i>Darren Miller</i></p> 
	<p>Drew Izatt Verified E-mail: drew@directcom.com</p> <p>104.129.214.91 30 Jun 2020 20:42:14 UTC</p>	<p><i>D.I.</i></p> 

Document completed by all parties on:
30 Jun 2020 20:42:14 UTC

Page 1 of 1



Signed with PandaDoc.com

PandaDoc is the document platform that boosts your company's revenue by accelerating the way it transacts.





Invoice Date 9-3-2020
Invoice # 1258

Customer Bear River Electric
Contact Forrest
Hoku Facility

Description	Units	Cost	total
horizontal drill UPRR Philbin crossing w/ Casing	1	21000.00	21000.00
HDPE 1 1/4" x2	1354	2	2708.00
Locates	1	3200.00	3200.00
extra bedding material	1	3000.00	3000.00
vaults / installed	3	1120	3360.00
trenching	1340	3	4020.00
rock clause	1	700.00	700.00
UPRR coordination	1	500.00	500.00
material haul off	1	2500.00	2500.00
splicing	1	3800.00	3800.00
UPRR license / UPRR Insurance	1	4300.00	4300.00
Total			49,088.00

Rec 7-3-20

DC # 1421



LG_U20200623203747_045-51-00000338

Questions? Contact your Customer Care team:
208-388-2323 or 1-800-488-6151 • M-F: 7:30 a.m.-6:30 p.m.
P.O. Box 70 • Boise, ID • 83707
Hablamos español.
For more information and/or self-help options,
visit idahopower.com.

NE 23, 2020

PORTNEUF CAPITAL
1 HOKU WAY
POCATELLO ID 83204-5079

Account Number: 2270697630

PAYMENT RECEIPT

Dear PORTNEUF CAPITAL,

Thank you for your payment of \$16973.00. We received your check #163 on 06/23/2020 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owing
1 HOKU WAY Work Order: 27550633 WORK ORDER: 275506	\$16,973.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at 208-388-2323 or 1-800-488-6151.

Thank you.



An IDACORP Company
P.O. BOX 70, BOISE, ID 83707
208-388-2323

000026 000000338



PORTNEUF CAPITAL
1 HOKU WAY
POCATELLO ID 83204-5079





UG_3120100613201761 ddt-M/12/22/138

Questions? Contact your Customer Care team:
208-388-2323 or 1-800-488-6151 • M-F: 7:30 a.m.-6:30 p.m.
P.O. Box 70 • Boise, ID • 83707
Hablamos español.
For more information and/or self-help options,
visit idahopower.com.

Page 1 of 1

JUNE 23, 2020

PORTNEUF CAPITAL
1 HOKU WAY
POCATELLO ID 83204-5079

Account Number: 2270697622

PAYMENT RECEIPT

Dear PORTNEUF CAPITAL,

Thank you for your payment of \$130654.00. We received your check #161 on 06/23/2020 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owning
1 HOKU WAY Work Order: 27550632 WORK ORDER: 275506	\$130,654.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at 208-388-2323 or 1-800-488-6151.

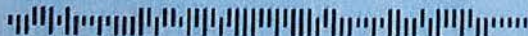
Thank you.



An IDACORP Company

P.O. BOX 70, BOISE, ID 83707
208-388-2323

000025 000000338



PORTNEUF CAPITAL
1 HOKU WAY
POCATELLO ID 83204-5079





LD 5120206-23201141 6/23/20 10:00:00

Questions? Contact your Customer Care team:
208-388-2323 or 1-800-488-6151 • M-F: 7:30 a.m.-6:30 p.m.
P.O. Box 70 • Boise, ID • 83707
Hablamos español.
For more information and/or self-help options,
visit idahopower.com.

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JUNE 23, 2020
PORTNEUF CAPITAL
1 HOKU WAY
POCATELLO ID 83204-5079

Account Number: 2270697648

PAYMENT RECEIPT

Dear PORTNEUF CAPITAL,

Thank you for your payment of \$32726.00. We received your check #162 on 06/23/2020 for the following construction project(s):

Description/Work Order #	Payment Amount	Balance Owing
1 HOKU WAY Work Order: 27550634 WORK ORDER: 275506	\$32,726.00	\$0.00

We appreciate the opportunity to serve you. If you have any questions regarding this receipt, please contact Idaho Power at 208-388-2323 or 1-800-488-6151.

Thank you.



An IDACORP Company
P.O. BOX 70, BOISE, ID 83707
208-388-2323

000024 000000338



PORTNEUF CAPITAL
1 HOKU WAY
POCATELLO ID 83204-5079



SANDY MOSER, CPCU
UNDERWRITING AND TECHNOLOGY MANAGER

June 1, 2020

Pocatello Development Authority
Melanie Gygli
PO Box 4169
Pocatello, ID 83205

ESTIMATE ONLY
DO NOT PAY

RE: 2020-2021 Membership Renewal Estimate

Dear Melanie:

Listed below is the estimated member contribution amount for the upcoming October 1, 2020 to September 30, 2021 policy renewal period. Your ICRMP agent should have already provided you with this information to assist you with your annual budget preparations. A renewal invoice will be mailed directly from ICRMP on September 1, 2020 along with a summary of policy changes.

2020-2021 Base Member Contribution:	\$6,702
Risk Management Discount Program:	— \$0
2020-2021 Billed Member Contribution:	<u>\$6,702</u>

Thank you for your continued membership and as always, feel free to contact me at 208-246-8212 or smoser@icrmp.org.

Sincerely,

Sandy

Sandy Moser,
Underwriting and Technology Manager