

PROPOSED AGENDA  
PDA Meeting December 17, 1990  
Mayor's Conference Room

1. Administrative details
  - a. Call meeting to order
  - b. Approval of previous board minutes.
2. Insurance Proposal from Stein-McMurray
3. Main/Bonneville Project.
4. DOMSEA update
5. Ceratile update
6. Contract for executive director
7. Discussion of guidelines & policies for PDA
8. New/old business
9. Adjourn

NOTE: NEXT MEETING WILL BE SECOND MONDAY IN JANUARY (Jan. 14)

ABBREVIATED MINUTES  
POCATELLO DEVELOPMENT AUTHORITY  
December 17, 1990

Members present: John Carlson, Peter Angstadt, Dick Clay, Karen McGee, Bob Weppner, Mike Ransom, and Guy Price on behalf of Val Arvas

Others present: Steve Ernst, City C D & R Department

1. Administrative details

- A. Meeting called to order by John Carlson at 12:05 p.m.
- B. It was MSC to approve the minutes of the November meeting.

2. The insurance proposal was distributed for member review. Consensus reached that there is insufficient revenue to fund the policy. The Legal Department of the City is to contact the Attorney General's Office to see if one of its staff attorneys routinely handles litigation for those state agencies, like the PDA, which do not have specific attorneys assigned.

3. Item #6 on the agenda, the contract with SICOG, was discussed at this time. Peter reported that, because of the Board's concern over its lack of operating money, he asked Tom Arnold of Bannock Development and Mark Reid of the Community Development and Research Department of the City if their organizations could provide assistance to the PDA without charge. Mark indicated that grant work would pose no difficulty, but that the business development expertise should be sought elsewhere. Tom indicated that he could provide business development assistance with the approval of his Board but would prefer the grant work to be undertaken by others. Bannock Development Board subsequently authorized Tom Arnold to be "released" for sufficient time to handle business development matters for the PDA, should the PDA so request.

It was moved and seconded to request Bannock Development to provide executive director duties for the PDA in conjunction with the department of Community Development & Research. Prior to the vote, members reiterated their satisfaction with the work done by Nancy Taylor as executive director, and stressed the change being a fiscal matter rather than a personnel matter--a move dictated by economic necessity. No further discussion ensuing, the question was called, and the motion passed unanimously.

The Board expressed a desire to thank Nancy in writing for her past efforts on behalf of PDA. Letter will be drafted and signed by the Chairman on behalf of the entire board.

The change-over is to take place after the end of the year. Tom will be asked to contact Nancy and discuss pending matters, make arrangements for payment of any outstanding bills, transfer of records, etc.

4. Main/Bonneville. Peter reported that the move of City Hall offices is still in the discussion stage. A decision might be forthcoming by the end of January.

5. DOMSEA. Reports indicate that the plant may be closing. Questions arose as to the repayment of loan monies if the equipment is removed. [Note from recording secretary: See attached copy of pertinent section of loan agreement]

6. Ceratile. Company has closed. The sole customer is filing bankruptcy and there is no further news as to possible reopening or sale. [Note from recording secretary: See attached copy of financial report explaining PDA obligations under the lease]

7. Guidelines & policies. Board members raised concerns regarding lack of details about financing arrangements from the last proposal. Consensus reached that two policies need to be developed. 1) guidelines or criteria for approval of projects and 2) procedures and "checklist" of items to be included in requests for project approval, possibly including provision that records be maintained for PDA review. Peter will take a copy of the discussion document to Tom and ask for his input, also.

8. New/old business. The next regular meeting will fall on the Martin Luther King, Jr. holiday. Therefore, the Board set an alternate meeting date of January 14, 1991.

9. There being no further business, the meeting was adjourned.

*P. Valentine 12/19/90*

Paragraph. A copy of the note form to be signed by Borrower is attached hereto as Exhibit "A".

5) No Personal Liability. Except to the extent of its responsibility under the law to maintain a special fund and to disburse the proceeds therein to the Lender and to the City on a pro-rata basis, Borrower shall not otherwise be liable to Lender to repay the loan. In other words Lender may look for repayment only to 40.44% of Borrower's share of tax revenues generated from the valuation increment of the Kraft Road revenue allocation area. Except for its obligation to the City and to the Borrower as represented in this agreement, there are no claims to Borrower's share of the tax revenues generated from the valuation increment of the Kraft Road revenue allocation area. Thus, in the event the revenues due Borrower on the valuation increment are ever insufficient to maintain the semi-annual installments to the City and to the Lender, Borrower agrees to pay Lender 40.44% of the monies deposited into or maintained in the special fund. The City's pro-rata share of the monies in the special fund is 59.56%. A copy of the Borrower's installment note obligation to the City is attached hereto as Exhibit "B". Until the Borrower's loan has been satisfied Borrower shall not undertake any other project in the Kraft Road revenue allocation area

6) Legal Opinion. Prior to disbursement of this loan, and as a condition of the making of this loan, Borrower shall provide a written legal opinion by its counsel, Kirk Bybee, and the City of Pocatello shall provide a written legal opinion by the city attorney, Ivan Legler, which in effect cover the following points:

- A. Confirm the representations in Paragraph 2.
- B. State that the loan agreement, when signed shall be legally binding on the Borrower according to its terms.
- C. State that the installment note, attached hereto as Exhibit "A", shall when signed be legally binding on Borrower.
- D. State that the Borrower's agreement with Lender is consistent with the city's understanding of the loan

Attachment # 1

3. **Leases.** On March 1, 1990, Pocatello Development Authority entered into a lease agreement with Gateway West Industrial Center for a portion of Building 38. The initial lease period is five years but includes an option for up to three renewal periods of five years each. Concurrently, Pocatello Development Authority assigned its lease to Ceratile, Inc. The terms of the original lease and sublease require Ceratile to make monthly payments in 1990 of \$8,160; in 1991, \$8,925; in 1992, \$9,690; in 1993, \$10,455; in 1994, \$10,455. The base rental amount for any renewal of the lease after March 1, 1995 will be the prior period amount increase by 5%. Pocatello Development authority has agreed to pay toward the rent under the lease up to \$61,428 per year for a period not to exceed 7 years, or a total of \$429,996, commencing July 1, 1991, but limited to the extent of the Revenue Allocation created from the project.

*Attachment #2*

## LOAN AGREEMENT

THIS AGREEMENT is made and entered into this 22nd day of March, 1991, by and between FIRST INTERSTATE BANK OF IDAHO, herein referred to as "Lender", and OLDTOWN INVESTMENTS as "Borrower" and POCATELLO DEVELOPMENT AUTHORITY, herein, referred to as "Agency."

In consideration of the mutual covenants entered into herein, the parties hereby agree as follows:

1. Request for Loan. Borrower requests that Lender loan to Borrower the sum of \$73,000. Lender agrees to make the loan, as requested based upon Agency's representations contained in Paragraph 2 and pursuant to the terms of this agreement.
2. Agency's Representations. Agency represents as follows:
  - A. Agency is an "urban renewal agency", created by the City of Pocatello ("City") pursuant to I.C. 50-2006. Even though created by the City, the Agency is an "independent public body corporate and politic".
  - B. The Agency is also an urban renewal agency within the meaning of 50-2901, also known as the Local Economic Development Act.
  - C. The City has lawfully adopted, pursuant to City Ordinance No. 2343, a revenue allocation financing provision, as described in I.C. 50-2901 et seq., herein "revenue allocation plan". The revenue allocation plan was adopted as part of the City's urban renewal plan, which was created pursuant to I.C. 50-2008.

D. As part of the revenue allocation plan, the City created "revenue allocation areas", as defined in I.C. 50-2903 (12), including the area designated as the "Downtown development district", herein Downtown revenue allocation area.

E. The Agency has prepared and adopted a revenue allocation area plan for the Kress Building, which plan has been approved by the City. The plan includes each of the elements listed in I. C. 50-2905.

F. The Agency has transmitted to the Bannock County Assessors Office, to each of the taxing districts within the county and to the state tax commission a copy of Ordinance No. 2343 together with a copy of the legal description of the boundaries of the Kress Building revenue allocation area and a map or plan indicating the boundaries of that area.

G. The Agency has undertaken an "urban renewal project", or "project", within the meaning of I.C. 50-2903 (10) which includes rehabilitation of an historic structure to meet current building codes. The cost of this rehabilitation is budgeted at \$160,000; \$50,000 of which is a loan from the Idaho Water Resources Board, \$34,000 loan from Rental Rehabilitation funds from the City, \$3,000 from the Historic Preservation Commission; and a loan from First Interstate Bank is to pay the remaining \$73,000.

H. This project is undertaken in connection with additional private development of the Kress Building by the owners, Oldtown Investments. The cost of the private development shall be approximately \$135,000 and shall herein be referred to as the Kress Building project.

I. The Agency has reviewed the plans and specifications for the improvements and development of the Kress Building revenue allocation area and estimates that the value of the real property will be increased as a result of the Kress Building project from a base year valuation of \$43,050 to a value of approximately \$322,250. The difference between the base year valuation and the estimated valuation after completion of the project and the private development shall be referred to herein as the "valuation increment".

J. Subject to limitations of I.C. 50-2908, the loan from First Interstate Bank to Borrower for \$73,000, identified in sub-paragraph G above, shall be repaid from the collection of additional tax levies assessed on the valuation increment of the Kress Building revenue allocation area. The tax monies paid to Agency pursuant to I.C. 50-2908 shall be deposited in a special fund, as required by the Act and used solely for purposes authorized by the Act.

K. Agency's board of directors approved the Kress Building development plan on November 19, 1990.

3. Amount and Term of Loan. The loan shall be in the amount of \$73,000 with interest charged thereon at the rate of 1-3/4% over prime FIID fully floating per annum. Interest shall accrue from March 22, 1991 which is the date of closing and loan disbursement; however no payment of principal or interest shall be due until August 1, 1991 at which time an interest only payment is due and payable from Old Town Investments to the Lender. Since tax increment revenues will not be available, the Borrower may not look to tax revenues or the Agency for this payment. On February 1, 1992 and semi-annually thereafter, Agency shall pay Lender the sum of approximately \$5,000 providing sufficient tax increment funds are available. Billings will be mailed to the Agency from the Lender 10 days prior to payment due dates. Payment of said installments, including accrued interest and principal, shall continue each year on the first day of February and the first day of August until the first day of August 2007 at which time the remaining unpaid principal balance, plus accrued interest thereon, shall be paid in full.
4. Promissory Note. The loan shall be evidenced by a promissory note which contains the payment terms recited in the preceding paragraph. A copy of the note form to be signed by Borrower is attached hereto as Exhibit "A".
5. Limitation of Agency Liability. The liability of Agency on this loan is limited by I. C. 50-2910 to monies deposited in a special fund as set out in 2J above. In other words, Lender may look for repayment only from tax

revenues generated from the valuation increment of the Kress Building revenue allocation area. Thus, in the event the revenues due Agency on the valuation increment and deposited in the special fund are ever insufficient to maintain the semi-annual installments to the Lender, Borrower will be obligated to pay Lender the deficiency.

6. Oldtown Investment Commitment. Lender shall not disburse the funds until after Borrower has provided evidence satisfactory to Lender that Oldtown Investment is committed to rehabilitation of the historic Kress Building.

IN WITNESS WHEREOF the parties, through their authorized officers, have executed this agreement on the days recited below:

FIRST INTERSTATE BANK OF IDAHO

\_\_\_\_\_  
Robert R. Flandro, Vice President

OLDTOWN INVESTMENTS, A General Partnership

\_\_\_\_\_  
Richard Carroll

\_\_\_\_\_  
Jo Ann Carroll

\_\_\_\_\_  
Douglas L. Houston

POCATELLO DEVELOPMENT AUTHORITY

\_\_\_\_\_  
Thomas Arnold, Executive Director

STATE OF IDAHO

SS

County of Bannock

On this \_\_\_\_\_ day of March, 1991 before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of FIRST INTERSTATE BANK OF IDAHO, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

(SEAL)

STATE OF IDAHO

ss

County of Bannock

On this \_\_\_\_\_ day of March, 1991, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the \_\_\_\_\_ and \_\_\_\_\_, respectively, of the POCATELLO DEVELOPMENT AUTHORITY, and acknowledged to me that such public agency executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

(SEAL)

## ADJUSTABLE RATE NOTE

This note contains a provision allowing for changes in our interest rate. If our interest rate increases, our semi-annual payments will be higher. If our interest rate decreases, our semi-annual payments will be lower.

March 22, 1991

Pocatello, Idaho

Property Address: 150 South Main Street, Pocatello, Idaho.

### 1. A. BORROWER'S PROMISE TO PAY

In return for a loan that we have received, we promise to pay U.S. \$73,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is FIRST INTERSTATE BANK OF IDAHO, N.A. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### B. DISBURSEMENTS

SEVENTY THREE THOUSAND AND NO/100 DOLLARS (\$73,000.00) shall be disbursed on the date this Note is executed, to be disbursed to cover loan proceeds to borrower, and to be disbursed to First Interstate Bank of Idaho, N.A. for costs and fees to be itemized.

### 2. INTEREST

Interest will be charged on that part of principal which has been disbursed and has not been paid beginning on the date we receive principal and continuing until the full amount of principal has been paid.

Beginning on the first date we receive any principal, we will pay interest at a rate of First Interstate Bank of Idaho, N.A. Prime Rate plus 1 3/4% per annum, fully floating. The interest rate that we will pay will change in accordance with Section 4 of this Note. The interest rate required by this Section and Section 4 of this Note is the rate we will pay both before and after any default described in Section 7(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

We will pay principal and interest by making payments every 6

months.

We will make our semi-annual payments on the 1st day of February and the 1st day of August beginning with the interest-only payment on August 1, 1991. We will make principal and interest payments every 6 months until we have paid all of the principal and interest and any other charges described below that we may owe under this Note. Our semi-annual payments will be applied to interest before principal. If on August 1, 1996, we still owe amounts under this Note, we will pay those amounts in full on that date, which is called the "maturity date."

We will make our semi-annual payments at First Interstate Bank of Idaho, N.A., 950 Yellowstone, P.O. Box 2577, Pocatello, Idaho 83206, or at a different place if required by the Note Holder.

(B) Amount of Our Initial semi-annual Payments

Our initial semi-annual payments will be in the amount of U.S. \$1,340.00 plus interest. This amount may change to reflect changes in the interest rate that we must pay. The Note Holder will determine our semi-annual payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate we will pay will change whenever the Prime Rate of First Interstate Bank of Idaho, N.A. changes. First Interstate Bank of Idaho, N.A. Prime Rate is defined as that rate of interest announced by First Interstate Bank of Idaho, N.A. from time to time as its Prime Rate. Each date on which my interest rate changes is called a "Change Date."

(B) Calculation of Interest Rate

Our interest rate is calculated by adding one and three quarters percentage points (1 3/4%) to the Prime Rate. As of the date that we signed this note, the Prime Rate is 9%; therefore, our interest rate is 9% plus 1.75%, or 10.75%.

On each Change Date, the Note Holder will calculate our new interest rate by adding one and three quarters percentage points (1 3/4%) to the Prime Rate. The sum will be our new interest rate.

(C) Calculation of Semi-annual Payment Amount

(i) Except as described in Subsection (ii) below, our semi-annual payment amount shall be and remain at \$1,340.00 plus interest per semi-annual payment, even though our

interest rate may change. The amount of that semi-annual payment was calculated on the assumption that our interest rate equals 10.75% per annum and that the term of this loan is 15 years (i.e., a 15-year amortization schedule), although the actual term is 5½ years. If at any time during the life of this loan, our interest rate is less than 10.75% per annum, the excess amount of our semi-annual payment over what it would be if calculated according to the real interest rate and the 15-year amortization schedule, shall be applied to principal as partial prepayments of principal.

(ii) There shall be no negative amortization of principal on this loan. That means that if during the life of this loan our interest rate exceeds 10.75% per annum, our semi-annual payment amount will be increased to an amount which is sufficient to keep interest paid current, and to continue to make principal reductions according to the 15-year amortization schedule. If, after an increase in our payment amount, our interest rate subsequently decreases, our payment amount will also be changed to reflect the decrease; provided, however, that as described in Subsection (i) above, the amount of our semi-annual payment shall never be less than \$1,340.00 plus interest during the first five years.

#### (D) Effective Date of Changes

Our new interest rate will become effective on each Change Date. If our payment amount changes as described in Section 4(C)(ii) above, we will pay the amount of our new semi-annual payment beginning on the first semi-annual payment date after the Change Date until the amount of our semi-annual payment changes again.

#### (E) Notice of Changes

The Note Holder will mail or deliver to us a notice within a reasonable time after each Change Date. The notice will advise us of:

- (i) The new interest rate on our loan as of the Change Date;
- (ii) The amount of our semi-annual payment following the Change Date;
- (iii) Any additional matters which the Note Holder is required to disclose; and
- (iv) The title and telephone number of a person who will answer any question we may have regarding the notice.

(F) Floor and Ceiling on Rate

Notwithstanding anything contained in 4(B) above, the rate of interest which we pay will never be less than N/A% (the "floor" rate) nor shall that rate of interest ever exceed N/A% (the "ceiling" rate).

5. BORROWER'S RIGHT TO PREPAY

We have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When we make a prepayment, we will tell the Note Holder in writing that we are doing so.

We may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of our prepayments to reduce the amount of principal that we owe under this Note. If we make a partial prepayment, there will be no delays in the due date of our monthly payments unless the Note Holder agrees in writing to those delays.

6. LOAN CHARGES

If a law which applies to this loan and which sets maximum loan charges is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from us which exceeded permitted limits will be refunded to us. The Note Holder may choose to make this refund by reducing the principal we owe under this Note or by making a direct payment to us. If a refund reduces principal, the reduction will be treated as a partial prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of our monthly payments by the end of fifteen (15) calendar days after the date it is due, we will pay a late charge to the Note Holder. The amount of the charge will be four percent (4%) of our overdue payment. We will pay this late charge promptly but only once on any late payment.

(B) Default

If we do not pay the full amount of each semi-annual payment on the date it is due, we will be in default.

(C) Notice of Default

If we are in default, the Note Holder may send us a written notice telling us that if we do not pay the overdue amount by a certain date the Note Holder may require us to pay immediately the full amount of principal which has not been paid and all the interest that we owe on that amount. The date must be at least ten (10) days after the date on which the notice is mailed or delivered to us.

(D) No Waiver by Note Holder

Even if, at a time when we are in default, the Note Holder does not require us to pay immediately in full as described above, the Note Holder will still have the right to do so if we are in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required us to pay immediately in full as described above, the Note Holder will have the right to be paid back by us for all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to us under this Note will be given by mailing it by first class mail or by delivering it to us at the Property Address above or at a different address if we give the Note Holder a notice of a different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if we are given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay

all of the amounts owed under this Note.

10. WAIVERS

We and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, a Deed of Trust (the "Security Instrument") with an Adjustable Rate Rider, dated the same day as this Note, protects the Note Holder from possible losses which might result if we do not keep the promises which we make in this Note. That Security Instrument and Rider describe how and under what conditions we may be required to make immediate payment in full of all amounts that we owe under this Note. Some of those conditions are described as follows:

"Grantor may not sell or transfer said property or any part thereof without Beneficiary's prior written consent. Beneficiary may grant or withhold its consent in its absolute discretion. In the event of a sale or transfer of all or any part of said property without Beneficiary's prior written consent, all sums secured by this deed of trust shall become immediately due and payable in full, without the necessity of notice or demand by the Beneficiary upon the Grantor."

Notwithstanding a sale or transfer, Borrower will continue to be obligated under this Note and the Security Instrument unless Lender has released Borrower in writing.

Wherefore, the Borrower does promise and agree on the day and year first above-written.

OLD TOWN INVESTMENTS,  
a General partnership

By \_\_\_\_\_  
RICHARD J. CARROLL, as Partner  
and Individually

By \_\_\_\_\_  
DOUGLAS L. HOUSTON, as Partner  
and Individually

By \_\_\_\_\_  
JO ANN CARROLL, Individually

KRESS BUILDING PROJECT  
APPLICATION OF FUNDS  
(unaudited)

	1	2	3
1	LAND COST		\$ 23000
2			
3	CONSTRUCTION COSTS		
4	Sitework	\$ 1000 -	
5	Demolition	3000 -	
6	Roofing	15000 -	
7	Exterior Enclosure	50000 -	
8	Interior Construction	62755 -	
9	Plumbing/HVAC/Electrical	60245 -	
10	Total Construction Costs		\$ 192000 -
11	Total Land & Construction Costs		\$ 215000 -
12			
13	OTHER COSTS		
14	Permanent Loan Fee (on \$134,000 loan?)	\$ 1340 -	
15	Architectural Fee	16000 -	
16	Developer Fee	-	
17	Construction Interest	5000 -	
18	Attorney Fees	-	
19	Taxes During Construction	500 -	
20			\$ 22840 -
21	Total Project Costs		\$ 237480 -
22			
23			
24			
25			
26	ALLOCATION OF CONSTRUCTION COSTS		
27	Office & Retail Space		\$ 115200 -
28	Apartments		76800 -
29			\$ 192000
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			

2000  
4.26.91

*Kress Building*

*150 South Main Street  
Pocatello, Idaho*

*Development Plan*

**ACKNOWLEDGMENTS**

**Pocatello Development Authority**

John E. Carlson, Chairman (Labor)  
Peter Angstadt (City)  
Val Arvas (County)  
Karen McGee (City)

Robert Weppner (Schools)  
Mike Ransom (ISU)  
Dick Clay (Banking)

Nancy Taylor, Executive Director

Fred L. Ringe, Attorney

**Pocatello City Council**

Mayor Peter Angstadt

Robert Chambers  
Earl Pond  
Roger Chase

Karen McGee  
Babe Caccia  
Greg Anderson

**Community Development & Research Department**

Mark Reid, Director

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## KRESS BUILDING DEVELOPMENT PLAN

### I. Introduction

The Kress Building Development Plan (hereinafter "the Plan") provides specific directions for the use of Revenue Allocation Financing to carry out the following:

- To assist in creating new economic development in vacant and deteriorating commercial buildings within the designated Downtown Urban Renewal Area in South Pocatello; and
- To increase tax valuations within the Urban Renewal Area by encouraging private reinvestment in the downtown area; and
- To accomplish these objectives pursuant to the State of Idaho Urban Renewal Law (Chapter 20, Title 50, Idaho Code) and the Local Economic Development Act (Chapter 29, Title 50, Idaho Code), the Idaho Constitution and all other local laws.

The Plan was written and is expected to be approved by the Pocatello Development Authority at its regularly scheduled (hereinafter "the PDA") on November 19, 1990. The PDA was formed on July 14, 1988 as a municipal corporation of the State of Idaho pursuant to Idaho Urban Renewal Law. The Plan complies with the Pocatello Comprehensive Plan and was approved by the Pocatello Community Development Commission on November 14, 1990. A final ordinance adopting the Plan will be considered on December 20, 1990 by the Pocatello City Council. The Plan was distributed, as required, to School District #25, Bannock County, and the City of Pocatello, and the public was notified according to the prescribed statutory process. (See Attachment A, Timetable of Activities and Notices.)

### II. Description of Project

#### Objectives and Scope

The Kress Building is located at 150 S. Main St. in downtown Pocatello within the traditional "Downtown" district and the Historic Preservation District (See Attachment B, Location Map). It is a two story brick building located among 200 business and professional service offices, retail stores, financial institutions and other related businesses.

The 65 year old two story building was originally constructed as a Kress variety store, but that use was abandoned more than 15 years ago. There have been periodic uses of the premises as an office supply store and a computer sales center, but mostly the property has remained vacant for the past several years, until acquired by Oldtown Investment in 1990.

Extensive renovation plans are presently underway of the 14,140 square foot building and will include 6,720 square feet of retail/commercial on the main floor and five apartments upstairs. Rental Rehabilitation funds were received from the City's to provide assistance with construction costs of the new low and moderate income rental units. Construction is to be completed by the end of 1990.

The building is zoned Commercial Central (CC) permitting most uses except those confined to warehouse, wholesale or industrial zones.

The City Council determined the downtown area to be deteriorated and designated it as appropriate for an urban renewal project on July 21, 1988. (See Attachment C).

Although revitalization of Downtown Pocatello is a recognized goal of the city, only small headway is evident. Obtaining conventional financing for downtown improvements has proven to be particularly difficult and a roadblock for many entrepreneurs. It is for this reason, that the Pocatello Development Authority has proposed financial assistance through tax increment financing for the owners. This would allow the increased tax revenues generated from the proposed renovation project to assist in financing building code renovations as allowed by the Idaho Local Economic Development Act. The following sections describe the eligible project activities, costs, financing and summarizes the project's overall economic impact.

#### Eligible Activities & Costs

The Local Economic Development Act was passed by the Idaho Legislature in 1988. It provides specific uses of revenue allocation financing for the purpose of assisting urban renewal agencies, as the Pocatello Development Authority, in achieving their economic development goals.

The Kress Building owners will be undertaking new electrical, stair wells and meeting required fire codes with tax increment revenues.

#### Project Financing

The PDA is authorized by law to assist in financing the expenses of building renovation. The project's anticipated total building cost of \$322,250 and list of financing sources are shown below:

- The owners will provide \$146,550 for the project.
- State Water Resources has provided \$50,000 of low interest funds to promote energy conservation construction
- The city of Pocatello has committed \$ 34,000 in Rental Rehab funds from the State.

- The Historic Preservation Commission is providing a loan of \$3,000 at 3% interest for 3 years.
- The PDA will use the increased tax revenues generated from the project to debt service a bank loan for approximately \$88,700.

Upon adoption of this Plan, the PDA is authorized by law to authorize the revenue allocation financing provision of Chapter 29, Title 50, Idaho Code, to finance the debt as previously described. The Bannock County Commissioners will direct the various county offices to apply all increases in revenue generated from the urban renewal area to the PDA until the approximate debt of \$88,700 is retired in full. The base valuation year is set retroactive to January 1, 1990 as allowed.

Economic Feasibility Study  
Revenue Allocation Financing (RAF)

The use of RAF will assist in creating a \$322,250 economic development project within a designated urban renewal area and create five new residential units available to low and moderate income families. The 1990 base year valuation for land and improvements is \$43,050. The successful, completed renovation of this building will increase the building's valuation for tax purposes to \$ 322,250 for 1991. The 1990 base year taxes were \$1,084 and 1991 anticipated taxes will be \$8,520. This increase in taxes will be pledged to retire debt incurred for building renovation - except for a special School District #25 tax which continues to be paid over the tax increment financing term. (See Attachment D)

Over the term of the RAF plan the county will allocate the revenue increment of the specific project area to the PDA which in turn makes payments directly to the designated bank. The principle amount is estimated at \$88,700 over the 15 year financing term. It is based upon an 5% annual increase in the mil levy, allowance for the School District #25 annual special school tax, and a 10% increase in assessed or market value in year 10.

III. Plan Duration and Enforcement

This Plan shall be in effect and enforceable and for a period not to exceed the amount of time needed to debt service all financial obligations of the PDA. This term may be amended as allowed by law.

IV. Amendment Procedures

This Plan may be amended by the PDA after all notice and public hearing requirements as set forth in Idaho law have been met and upon formal approval by the Pocatello City Council.

V. Severability

If any part of this Plan is declared contrary to the Idaho law and any provision or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of any remaining provisions of this plan.

VI. Conclusion

The Kress Building Development Plan uses the increased revenues from the extensive renovation to assist with financing the costs of construction including meeting current Uniform Building Code requirements. Upon its successful completion, the project will provide new prime commercial and retail space; and five quality rental units for low/moderate income and market rate rentals.

This plan complies with the provisions of the Local Economic Development Act and the Idaho Urban Renewal Law by providing the public with adequate notice or public hearings, it complies with the Comprehensive Plan of the city of Pocatello, it details the kind of proposed improvements within the Revenue Allocation Area, shows the project's economic feasibility, gives a list of estimated project costs, provides a fiscal impact statement on all affected taxing districts and describes the methods of financing and timing of financial obligations.

The successful implementation of this Plan will encourage additional, new economic development within the downtown area and the Greater Pocatello Area.

**ATTACHMENT A**  
**TIMETABLE OF ACTIVITIES & NOTICES**

TO: OLDTOWN INVESTMENT  
FROM: NANCY TAYLOR  
SUBJECT: KRESS BUILDING  
TAX INCREMENT FINANCING SCHEDULE  
DATE: OCTOBER 22, 1990

<u>Date</u>	<u>Action</u>
July 21, 1988 (1988-14)	City Council Approved Resolution Designating a Downtown Urban Renewal Area
Nov 1, 1990	PDA develops Urban Renewal Plan (URP), with Revenue Allocation Financing Provision (RAFP), and makes written recommendations.  PDA submits URP to CDC for review and also submits URP with written recommendations directly to City Council.
Nov 6, 1990	City has Notice of Council Public Hearing, and date set for final reading of adopting Ordinance. - published at least once in the Journal - transmitted to each taxing district in proposed Revenue Allocation Area (RAA) along with a copy of the URP and PDA's written recommendations.
Nov 14, 1990	CDC reviews URP for compliance with city's Comprehensive Plan and makes written recommendations to City Council.  CDC submits written recommendations to City Council. (Study Session Nov. 8)
Nov 15, 1990	City Council holds Public Hearing on URP; first reading of adopting Ordinance
Dec 6, 1990	Second Reading of Adopting Ordinance
Dec 20, 1990	Final Reading of Adopting Ordinance

# PROOF OF PUBLICATION

STATE OF IDAHO }  
County of Bannock } ss.

Sandra K. Wann

being first duly sworn on oath deposes and says: That she was at all times herein mentioned a citizen of the United States of America, more than 21 years of age, and the Principal Clerk of THE IDAHO STATE JOURNAL, a daily newspaper, printed and published at Pocatello, Bannock County, Idaho, and having a general circulation therein.

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

30 October	1990	_____	19__
_____	19__	_____	19__
_____	19__	_____	19__
_____	19__	_____	19__
_____	19__	_____	19__

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

Sandra K. Wann

STATE OF IDAHO  
COUNTY OF Bannock

On this 30th day of October in the year of 1990, before me, a Notary Public, personally appeared Sandra K. Wann, known or identified to me to be the person whose name subscribed to the within instrument, and being by me first duly sworn, declared that the statements therein are true, and acknowledged to me that he executed the same.

Jim L. Hansen  
Notary Public for Idaho  
Residing at Pocatello  
My commission expires: July 1991

### PUBLIC NOTICE CITY COUNCIL HEARING

November 15, 1990

Kress Building Development Plan Public Notice is hereby given that a public hearing will be conducted by the Pocatello City Council at its regular meeting on Thursday, November 15, 1990, to receive public comment on an Urban Renewal Plan which is being considered for the Kress Building 150 South Main Street within the Downtown Urban Renewal Area. The Council meeting will be held at the Municipal Building, 902 East Sherman, Pocatello, and begins at 6:00 p.m. The Kress Building Development Plan (the Urban Renewal Plan) involves the rehabilitation and conservation of an historic 2 story building. The Plan includes a Revenue Allocation Financing Provision under state law, which will permit any increased property tax revenues from the Urban Renewal Area (the Revenue Allocation Area) to be allocated to the Pocatello Development Authority to pay for the needed building improvements, as well as for other purposes.

After the close of the public hearing, the City Council may determine whether the Kress Building Development Plan will be adopted by Ordinance. The tentative date set for final reading of such an Ordinance is December 20, 1990.

This Public Notice fulfills the requirements of Idaho Code 50-2906. Comments or questions may be directed to: Mark Reid, Director  
Community Development & Research Department  
City of Pocatello  
902 East Sherman  
Pocatello, Idaho 83205  
(208) 234-6184  
October 30, 1990  
Ln900

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**NOTICE OF PUBLIC HEARING**  
**DATE: Wednesday, November 14, 1990**  
**TIME: 6:00 p.m.**  
**PLACE: Council Chambers, Municipal**  
**Building, 902 East Sherman,**  
**Pocatello, Idaho**  
**ORGANIZATION HOLDING HEARING:**  
**Community Development Commission**  
**SUBJECT: The Community Develop-**  
**ment Commission will hear comments**  
**from the public concerning the potential**  
**adoption of an urban renewal plan for**  
**the Kress-Building, 150 South Main**  
**Street located within the Downtown ur-**  
**ban renewal area. All interested citizens**  
**are invited to attend the hearing to ex-**  
**press their views. Written comments will**  
**be accepted prior to the hearing by the**  
**Community Development and Research**  
**Department. Additional information may**  
**be obtained by calling 234-6184.**  
**CITY OF POCATELLO October 26,**  
**1990**  
**October 26, 1990**  
**Ln899**

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COMMUNITY  
DEVELOPMENT & RESEARCH  
902 E. Sherman  
P.O. Box 4169  
Pocatello, Idaho 83205  
(208) 234-6184  
FAX (208) 234-6296

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## COMMUNITY DEVELOPMENT COMMISSION

Wednesday, November 14, 1990

6:00 p.m.

1. DISCLOSURE OF CONFLICT OF INTEREST.
2. APPROVAL OF MINUTES--The CDC may wish to approve the minutes of 10/24/90.
3. PUBLIC HEARING--KRESS BUILDING. The Community Development Commission will hear comments from the public concerning the potential adoption of an urban renewal plan for the Kress Building at 150 South Main. Nancy Taylor of SICOG and the developers (Old Town Investments) will be present to answer any questions the Commission may have. Following the public hearing, the CDC may wish to recommend adoption of this plan to the City Council. Such adoption is a necessary step toward procuring tax increment financing for this rehabilitation project. Pertinent information will be distributed at the meeting.
4. DOWNTOWN CIRCULATION STUDY--Don Galligan of NOBAMPO will be present to obtain input from the Commission concerning a downtown circulation study his agency will be conducting in the near future.
5. COMPREHENSIVE PLAN--Don Galligan of NOBAMPO and Robert Chambers will be present to discuss the idea of the City of Pocatello contracting with NOBAMPO for the City's Comprehensive Plan. NOBAMPO may have access to federal funds for such planning work.
6. PUBLIC HEARING--SUBDIVISION ORDINANCE. The Community Development Commission will hear comments from the public concerning proposed amendments to the Subdivision Ordinance. Following the hearing, the CDC may wish to recommend the proposed amendments to the City Council for their consideration. Copies of the proposed amendments are attached.

# Pocatello Development Authority

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- Certification of Receipt -

Kress Building Development Plan on November 14, 1990

=====

BANNOCK COUNTY

Mary Kelley  
Received By:

11-15-90  
Date

CITY OF POCATELLO

Terry L. Atkinson  
Received By:

11/15/90  
Date

POCATELLO SCHOOL DISTRICT #25

Jill King  
Received By:

11-14-90  
Date

# Pocatello Development Authority

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November 14, 1990

Peter McDougall, Clerk/Treasurer  
City of Pocatello  
Box 4169  
Pocatello, Idaho 83205-4169


Dear Mr. McDougall:

The Kress Building Development Plan was hand delivered to your office on November 14, 1990. The Plan will be approved by the Pocatello Development Authority on November 19, 1990 and will be reviewed by the Community Development Commission on November 14, 1990 prior to a public hearing that will be held before the City Council on November 15, 1990.

It will be the PDA's recommendation that the City Council pass an ordinance adopting the plan which authorizes the PDA to use the increased tax revenue from the proposed project to assist with financing needed building improvements within the Downtown Development Area.

Your support for this important economic development project is greatly appreciated.

Sincerely,

  
Nancy Taylor  
Executive Director

# Pocatello Development Authority

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November 14, 1990

Dr. Peck  
Pocatello Public School District #25  
3115 Poleline Road  
Pocatello, Idaho 83201

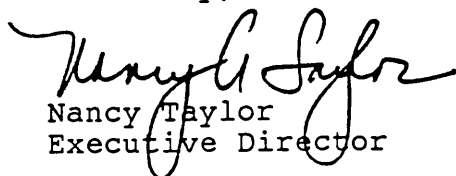
Dear Dr. Peck:

The Kress Building Development Plan was hand delivered to your office on November 14, 1990. The Plan will be approved by the Pocatello Development Authority on November 19, 1990 and will be reviewed by the Community Development Commission on November 14, 1990 prior to a public hearing that will be held before the City Council on November 15, 1990.

It will be the PDA's recommendation that the City Council pass an ordinance adopting the plan which authorizes the PDA to use the increased tax revenue from the proposed project to assist with financing needed building improvements within the Downtown Development Area.

Your support for this important economic development project is greatly appreciated.

Sincerely,

  
Nancy Taylor  
Executive Director

# Pocatello Development Authority

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November 14, 1990

Bannock County Commissioners  
Box 4016  
Pocatello, Idaho 83201

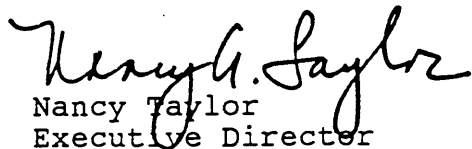
Dear Commissioners:

The Kress Building Development Plan was hand delivered to your office on November 14, 1990. The Plan will be approved by the Pocatello Development Authority on November 19, 1990 and will be reviewed by the Community Development Commission on November 14, 1990 prior to a public hearing that will be held before the City Council on November 15, 1990.

It will be the PDA's recommendation that the City Council pass an ordinance adopting the plan which authorizes the PDA to use the increased tax revenue from the proposed project to assist with financing needed building improvements within the Downtown Development Area.

Your support for this important economic development project is greatly appreciated.

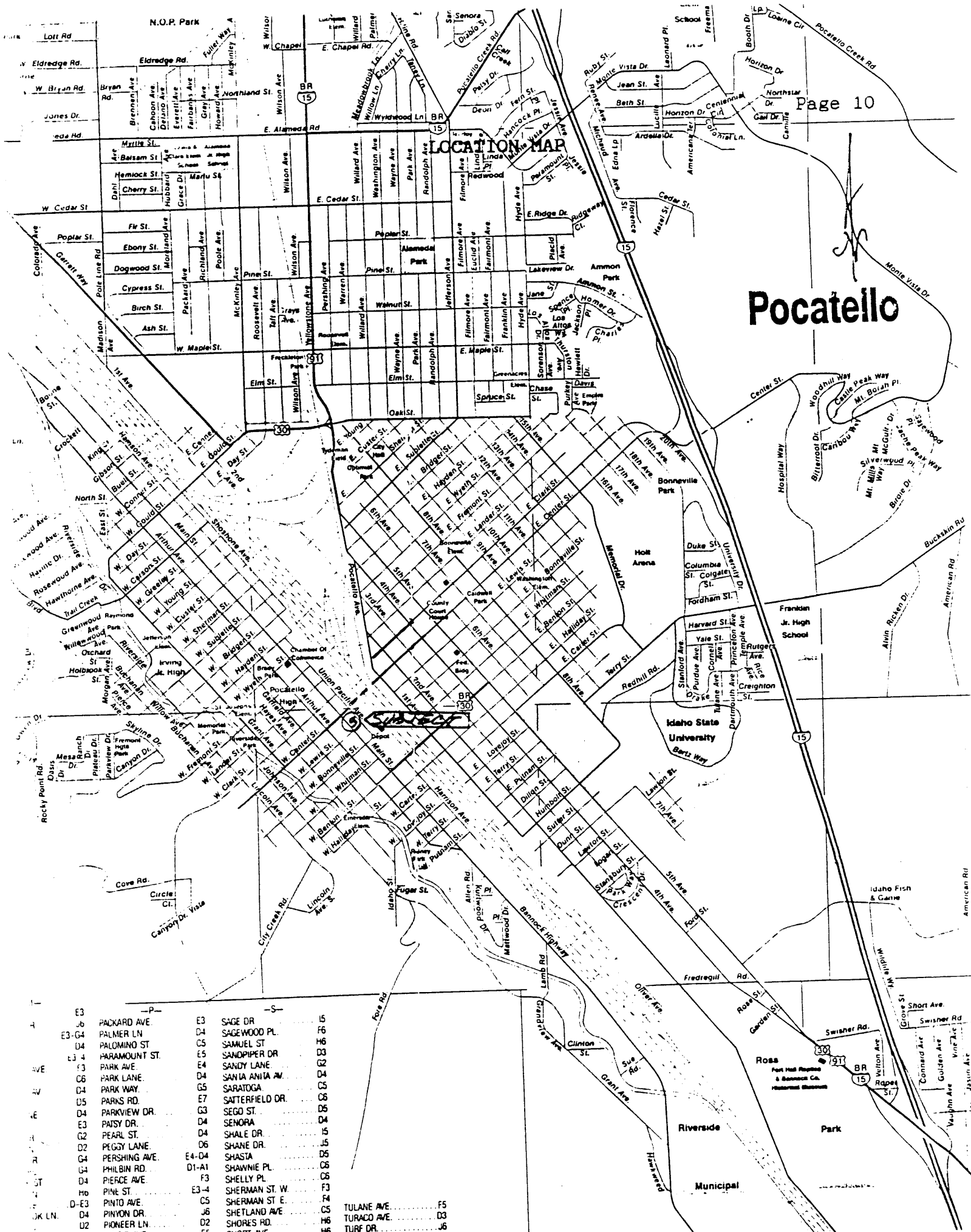
Sincerely,

  
Nancy Taylor  
Executive Director

**ATTACHMENT B**  
**LOCATION MAP**

LOCATION MAP

Pocatello



E3	PACKARD AVE	E3	SAGE DR	I5	TULANE AVE	F5
E3-G4	PALMER LN	D4	SAGEWOOD PL	F6	TURACO AVE	D3
D4	PALOMINO ST	C5	SAMUEL ST	H6	TURF DR	H6
E3-4	PARAMOUNT ST	E5	SANDPIPER DR	D3		
F3	PARK AVE	E4	SANDY LANE	G2		
C6	PARK LANE	D4	SANIA ANITA AV	D4		
D4	PARK WAY	G5	SARATOGA	C5		
D5	PARKS RD	E7	SATTERFIELD DR	C6		
D4	PARKVIEW DR	G3	SEGO ST	D6		
E3	PAITY DR	D4	SENORA	D4		
G2	PEARL ST	D4	SHALE DR	I5		
D2	PEGGY LANE	O6	SHANE DR	I5		
G4	PERSHING AVE	E4-D4	SHASTA	D5		
D4	PHILBIN RD	D1-A1	SHAWNIE PL	C6		
D4	PIERCE AVE	F3	SHELLY PL	C6		
H6	PINE ST	E3-4	SHERMAN ST. W	F3		
D-E3	PINTO AVE	C5	SHERMAN ST. E	F4		
D4	PINYON DR	J6	SHETLAND AVE	C5		
D2	PIONEER LN	D2	SHORES RD	H6		
F3	PLACID AVE	E5	SHORT AVE	H6		
F5	PLATEAU DR	G3	SHOSHONE AVE	F3		

PLAT MAP

WILSON PACIFIC AVENUE

OREGON



RIGHT - OF - WAY  
LINE



114

432

452

433

486

451

434

487

450

435

482

488

449

LEWIS

GARFIELD

STREET

HAYES

501

489

448

BONNEVILLE

500

490

436

502

WHITMAN

493

STREET

447

535

BENTON

AVENUE

HALLIDAY

AVENUE

536

491

495

URBAN RENEWAL PLAN  
ATTACHMENT C

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, MAKING FINDINGS OF FACT IN RELATION TO THE NEED FOR AN URBAN RENEWAL AGENCY TO FUNCTION WITHIN THE CITY OF POCATELLO; DESIGNATING THREE (3) URBAN RENEWAL AREAS, ONE (1) AT THE ZWEIGART PLANT AND KRAFT ROAD, ONE (1) AT THE FORMER PAFCO PLANT, AND ONE (1) IN THE DOWNTOWN AREA; PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, Idaho Code §50-2005 provides for a Mayor and Council to declare the need for an urban renewal agency to function within a municipality by making findings of fact; and

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

1. That the Mayor and Council find that the following deteriorating areas exist in the City of Pocatello:

- a. Zweigart Plant and Kraft Road
- b. Former PAFCO Plant
- c. Downtown Area

2. That the Mayor and Council find that the rehabilitation, redevelopment and conservation of these areas is necessary in the interest of the public health, safety and welfare of Pocatello residents.

3. That, as a result of the above findings of fact, the Mayor and Council find that the need exists for an urban renewal agency to function in the City of Pocatello ~~to be known as the Pocatello Development Authority~~, said agency to act as an arm of state government entirely separate and distinct from the City of Pocatello, as provided in Idaho Code §50-2006.

4. That Mayor Finlayson shall submit for Council approval the names of seven (7) appointees to serve on said agency, along with suggested terms for each so that no one term exceeds five (5) years, and so that no more than two (2) terms expire in any one year. Mayor Finlayson shall also appoint a chairperson for the board of commissioners of said agency for a one (1) year term.

5. That City Clerk Peter McDougall shall prepare certificates of appointment for members of the Pocatello Development Authority board of commissioners once the same are appointed, and shall maintain the certificates on file pursuant to Idaho Code.

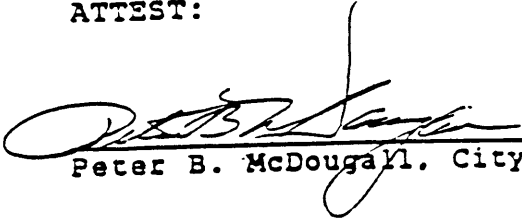
6. That the Department of Community Development and Research shall prepare detailed legal descriptions of the proposed urban renewal areas for adoption by future Resolution pursuant to Idaho Code §50-2008.

RESOLVED this 14th day of July, 1988.

CITY OF POCATELLO, a municipal  
corporation of Idaho

By:   
Richard S. Finlayson, Mayor

ATTEST:

  
Peter B. McDougall, City Clerk

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF POCATELLO, A MUNICIPAL CORPORATION OF IDAHO, DESIGNATING THREE (3) URBAN RENEWAL AREAS, BY LEGAL DESCRIPTION, WITHIN THE CITY OF POCATELLO; PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE UPON ITS PASSAGE.

WHEREAS, the Mayor and Council of the City of Pocatello have heretofore made findings of fact sufficient to cause an urban renewal agency, to be known as the Pocatello Development Authority, to function within the City; and

WHEREAS, Idaho Code §50-2008 requires urban renewal areas to be designated by Resolution before an urban renewal plan may be considered for any such area;

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

1. That the following areas of the City of Pocatello are hereby determined to be deteriorating and are designated as appropriate for an urban renewal project or projects:

a. a piece of land in Sections 16 and 21, T.6S., R.34E., B.M., more particularly described as follows:

Commencing at the intersection of the centerline of the Portneuf River and the west right-of-way line of Kraft Road, THE TRUE POINT OF THE BEGINNING; thence in a southerly direction along the west right-of-way line of Kraft Road approximately 300 feet to the South line of the North 1/2 of the Northeast 1/4 of the Northwest ~~1/4~~ of said Section 21; thence in a westerly ~~1/4~~ direction along said south line approximately 1300 feet to the west one-sixteenth line of said Section 21; thence in a northerly direction along the west one-sixteenth line of said Section 21, ~~1/4~~ approximately 650 feet to the south line of Section 16; thence in a northerly direction along the west one-sixteenth line of said Section 16, approximately 600 feet to the centerline of the Portneuf River.

b. Blocks 419-424, 426-437, 448-465, 483-490, 502-505, and 553, of the original Pocatello Townsite, Bannock County, Idaho.

c. A parcel of land located in the East one half of Section 15, Township 6 South, Range 34 East, Boise Meridian, a portion of the land described in instrument No. 724647 of the records of Bannock County, Idaho, being more particularly described as follows:

Commencing at the North one quarter corner of Section 15, Township 6 South, Range 34 East, Boise Meridian, said corner marked with an Aluminum Capped Monument; thence North  $89^{\circ}28'06''$  East 65.30 feet to a point in the East right-of-way line of Pole Line Road; thence South  $01^{\circ}18'55''$  East along the East right-of-way line of Pole Line Road 25.00 feet; thence continuing South  $01^{\circ}18'55''$  East 199.13 feet to an angle point; thence continuing along the East right-of-way line of Pole Line Road South  $00^{\circ}32'32''$  East 627.31 feet to the Southwest corner of the land described in instrument #732922 and depicted on the Record of Survey recorded as instrument 733159 of the records of Bannock County, Idaho, said corner marked by a 1/2-inch iron pin tagged LS-2652, the TRUE POINT OF BEGINNING; thence following the South and East boundaries of the said land described in instrument #732922 for the next five (5) courses:

- (1) North  $89^{\circ}25'44''$  East 662.29 feet (recorded as North  $89^{\circ}28'06''$  East 662.24 feet) to a 1/2-inch iron pin tagged LS-2652; thence
- (2) North  $65^{\circ}25'29''$  East 327.72 feet (recorded as North  $65^{\circ}25'05''$  East 327.76 feet) to a 1/2-inch iron pin tagged LS-2652; thence
- (3) North  $00^{\circ}31'05''$  West 274.76 feet (recorded as North  $00^{\circ}32'32''$  West 274.85 feet) to a 1/2-inch iron pin tagged LS-2652; thence
- (4) South  $89^{\circ}24'46''$  West 64.24 feet (recorded as South  $89^{\circ}28'06''$  West 64.25 feet) to a 1/2-inch iron pin tagged LS-2652; thence
- (5) North  $00^{\circ}33'46''$  West 417.75 feet (recorded as North  $00^{\circ}32'32''$  West 418.00 feet) to a point in the South right-of-way line of Infirmary Road (commonly referred to as Quinn Road), said point marked with a 1/2-inch iron pin tagged LS-2652; thence

North  $89^{\circ}28'06''$  East 354.97 feet along the South right-of-way line of Infirmary Road to an angle point, said point marked with a 5/8-inch iron pin tagged PE/LS-2652 thence continuing along the South right-of-way line of Infirmary Road North  $87^{\circ}45'06''$  East 470.47 feet (recorded as 470.62 feet) to the Northwest corner of the Armed Forces Reserve Training Area, said corner marked with a 1/2-inch iron pin tagged LS-977, a distance of

2.3 feet Easterly of a State of Idaho right-of-way monument identified as being 55 feet left of centerline station 93+60 of the Yellowstone Highway-Quinn Road Project; thence South 00°02'34" East 324.22 feet (recorded as South 00°01'29" East 324.93 feet) to the Southwest corner of the said training area, said corner marked with a "PK" nail tagged LS-977; thence North 89°57'26" East 614.32 feet (recorded as North 89°58'00" East 614.59 feet) to a brass cap monument set in concrete, marking the Southeast corner of the said training area; thence South 08°46'34" East 1568.57 feet (recorded as South 08°45'29" East 1568.22 feet) along the Westerly right-of-way line of the Union Pacific Railroad to a point of curvature, said point marked with an untagged 1/2-inch iron pin, from which the center of the curve bears South 81°22'51" West; thence continuing along the Westerly right-of-way line of the Union Pacific Railroad, following an 1860 foot radius nontangent curve, concave to the West, through a central angle of 21°34'18", for an arc distance of 700.28 feet (recorded as 700.4 feet) to a concrete monument marking the Northeast corner of N.O.P. Park (a City of Pocatello Park), from which the East one quarter corner of Section 15 bears South 86°53'02" East 109.83 feet; thence South 89°20'26" West on a nontangent line 1771.96 feet (recorded as South 89°21'27" West 1771.60 feet) to the Northwest corner of N.O.P. Park, said corner marked with a 1/2-inch iron pin tagged LS-977; thence South 00°04'43" West along the West boundary of N.O.P. Park 1325.68 feet to a point on the centerline of Eldredge Road; thence South 89°21'43" West along the centerline of Eldredge Road 739.45 feet to a point in the East right-of-way line of Pole Line Road; thence North 00°32'32" West 3067.61 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM: A parcel of land dedicated to the City of Pocatello for a municipal well, located within the bounds of the above described parcel and being more particularly described as follows:


Commencing at the North 1/16th corner on the East line of Section 15, Township 6 South, Range 34 East, Boise Meridian, Bannock County, Idaho; thence South 89°13' West along the North 1/16th line of the said Section, 570.2 feet to the West Side of Ducey Street; thence North along the West side of Ducey Street and extended 906.2 feet to the South side of Patterson Street Extended;

thence West along the said South side of Patterson Street and extended 362.60 feet to the East side of Ruddock Street; thence South along the East side of Ruddock Street, 155.0 feet; thence South 75°55' West 663.5 feet to a point on the North side of Duckett Street; thence North 129.5 feet to the POINT OF BEGINNING; thence continuing North 79.5 feet; thence West 30.4 feet; thence South 57°52' West 79.3 feet; thence South 37.32 feet; thence East 97.55 feet to the point of beginning.

2. That this Resolution shall be effective upon its passage.

RESOLVED this 21st day of July, 1988.

CITY OF POCA TELLO, a municipal corporation of Idaho

  
RICHARD S. FINLAYSON, Mayor

ATTEST:

  
PETER B. McDOUGALL, City Clerk

ATTACHMENT D

KRESS BUILDING

1991 PROJECT VALUATION, TAX INCREMENT AND PROJECTED REVENUE

1991 Value	\$322,250
1990 Base Year Value	\$ 43,050
Value Increment	\$279,300
1990 Tax Rate	.025180
Regular County, School and City Tax: \$43,050 x .025180	1,084
Special School Tax: \$279,300 x .00331	924
Pocatello Development Authority (Urban Renewal) (\$279,300 x .025180) - 924	6,109
Financing:	
Bank 1991 (Year 1 only)	6,000
Projected PDA Surplus - 1991	109
Debt Coverage:	1.02

FISCAL IMPACT ANALYSIS

YEAR	BASE TAX VALUATION	TOTAL VALUATION	INCREMENT	SCHOOL	COUNTY	CITY	RD & BR	AMB.	TOTAL
1991	"	322,250	279,200	2,335	1,423	2,898	276	98	7,303
1992	"	"	"	2,452	1,494	3,043	290	103	7,379
1993	"	"	"	2,575	1,569	3,195	305	108	7,752
1994	"	"	"	2,704	1,647	3,355	320	113	8,139
1995	"	"	"	2,839	1,730	3,523	336	119	8,546
1996	"	"	"	2,980	1,817	3,699	353	125	8,974
1997	"	"	"	3,129	1,908	3,884	371	131	9,423
1998	"	"	"	3,286	2,003	4,078	390	138	9,895
1999	"	"	"	3,450	2,103	4,282	409	145	10,389
2000	"	354,475	311,425	3,985	2,429	4,947	472	167	12,000
2001	"	"	"	4,184	2,550	5,194	496	175	12,599
2002	"	"	"	4,393	2,678	5,454	521	184	13,230
2003	"	"	"	4,613	2,812	5,727	547	193	13,892
2004	"	"	"	4,844	2,953	6,013	574	203	14,857
2005	"	"	"	5,086	3,101	6,314	603	213	15,317
TOTAL RAF IMPACT				52,855	32,217	65,606	6,263	2,215	159,152

ASSUMPTIONS:

1. TAX LEVY IS INCREASED 5% PER YEAR FOR ALL ENTITIES
2. THERE IS AN INCREASE IN ASSESSED VALUE OF 10% IN YEAR 10
3. THIS ANALYSIS DOES NOT SHOW THE SPECIAL TAX THAT SCHOOL DISTRICT #25 WILL RECEIVE OVER THE TERM.

Initials Date  
 Prepared By JCA 4/26/91  
 Approved By

National  
 45-806 Eye Line  
 45-906 20/20 Ball  
 Made in USA

### KRESS BUILDING PROJECT SOURCES OF FUNDS (unaudited)

					Percent of Project Cost
1	1990	Rental Rehabilitation Funds			
2		Grant from City ofocatello		\$ 34000 -	10.6%
3					
4	1990	Idaho Water Resources Board			
5		5-yr loan @ 6%		50000 -	15.5%
6					
7	1990	Historic Preservation Commission			
8		3-yr. loan @ 3%		3000 -	00.9%
9					
10	4-29-91	ocatello Development Authority			
11		15-yr. loan adj. rate, now 10.75%		73000 -	22.6%
12					
13	12-11-90	R. & J. A. Carroll personal loan			
14		7-yr. loan, estimated @ 10.75%		134017 -	41.6%
15					
16	3-22-91	First Interstate Bank			
17		5-yr. loan, adj. rate, now 10.75%		15000 -	4.7%
18					
19		Owners Contribution to Project,			
20		estimate only		13233 -	4.1%
21					
22	6.8.91	Value of Project Upon Completion:		\$ 322250	100.0%
23					
24		Value of Project less Obligations To		\$ 322250 -	
25		R. & J. Carroll	\$ 134017 -		
26		Idaho Water Resources Board	50000 -		
27		First Interstate Bank	15000 -		
28		Historic Preservation Commission	3000 -		
29					
30				\$ 202017 -	
31					
32		Net Value of Project		\$ 120233 -	
33		Owners Contribution To Project (estimated)		13233 -	
34				\$ 107000 -	
35					
36		Return On Invested Capital,			
37		exclusive of tax consequences:		\$ 107000	
38				\$ 13233 = 8.58 X	
39					
40					
41					
42					
43					
44					

\$7,000