

POCATELLO DEVELOPMENT AUTHORITY  
Board of Commissioners Meeting  
October 10, 1995  
11:00 a.m.

City Hall, Council Chambers  
911 North 7th Avenue

11:00 a.m. Preliminary Matters

Call to Order and Introduction of new members by Peter Angstadt

Introduction of Robert Chambers, new Director of Community Development & Research  
Department

Acknowledgement of retiring Board member John Carlson

Disclosure of conflicts of interest, if any

Review of policies and procedures

Agenda - Add or delete Action or Discussion Items

11:15 a.m. Action Items

Election of chair

Minutes - Motion to Approve and/or Amend  
Review Income and Expenses for September, 1995

11:30 a.m.

Discussion of Proposals for Old Town Urban Renewal Area  
Discussion of Proposal for Alvin Ricken Drive URA

12:00 noon - Additional Discussion Items

Gateway West  
Old Kraft Road  
New Proposals, if any

Executive Session, if required

## **ITEMS FOR CONSIDERATION FOR APPROVAL/DENIAL OF PROJECTS**

- 1. Time length of district.** The OTP district may exist for a maximum of thirty years, but individual projects can be financed for varying numbers of years within that time frame, provided no single project uses all the revenue.
- 2. Time length for repaying bond funding.** Taxing districts have requested, and PDA has expressed the desire for, short-term projects so that new tax monies are "released" to the taxing entities within a reasonable amount of time.
- 3. Priorities for projects within the Old Town URA.** The adopted plan discusses need for building renovations, demolitions, property acquisition, infrastructure improvements, parks, and dozens of other possible projects. The tax revenues accruing to the district will not support even half of these proposals. The Board was to review the downtown area with the idea of identifying the possibilities and grouping projects in order of importance.
- 4. Maximum money available from district tax revenues as well as maximum projected annually.** Decide whether or not a large project should be broken into smaller ones to avoid large amounts of interest, etc.

Pocatello Development Authority  
Cash Budget - 1995

	Actual January	Actual February	Actual March	Actual April	Actual May	Actual June	Actual July	Actual August	Actual September	Estimated October	Estimated November	Estimate December	Total 1995
Beginning Balance	141,543.44	167,546.31	162,863.45	157,158.01	157,193.42	114,428.74	114,934.94	239,372.87	168,393.78	163,244.96	155,428.69	147,602.42	141,543.44
<b>SOURCES OF FUNDS</b>													
Gateway West District	0.00	0.00	0.00	0.00	0.00	0.00	69,856.56	0.00	0.00	0.00	0.00	0.00	69,856.56
Old Kraft Road District	2,763.03	0.00	0.00	0.00	0.00	0.00	136.08	0.00	0.00	0.00	0.00	0.00	2,899.11
Downtown Dev. District	3,541.08	0.00	0.00	0.00	0.00	0.00	4,446.28	0.00	0.00	0.00	0.00	0.00	7,987.36
Old Town	0.00	0.00	0.00	0.00	0.00	0.00	26,660.52	2,490.61	703.29	0.00	0.00	0.00	29,854.42
Newtown Urban District	20,444.69	0.00	0.00	0.00	0.00	0.00	30,913.35	1,297.14	1,758.18	0.00	0.00	0.00	54,413.36
Unrestricted Funds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Income	398.53	407.06	441.19	70.35	907.42	506.20	672.81	832.64	653.94	400.00	390.00	380.00	6,060.14
<b>TOTAL</b>	<b>27,147.33</b>	<b>407.06</b>	<b>441.19</b>	<b>70.35</b>	<b>907.42</b>	<b>506.20</b>	<b>132,685.60</b>	<b>4,620.39</b>	<b>3,115.41</b>	<b>400.00</b>	<b>390.00</b>	<b>380.00</b>	<b>171,070.95</b>
<b>CASH AVAILABLE</b>	<b>168,690.77</b>	<b>167,953.37</b>	<b>163,304.64</b>	<b>157,228.36</b>	<b>158,100.84</b>	<b>114,934.94</b>	<b>247,620.54</b>	<b>243,993.26</b>	<b>171,509.19</b>	<b>163,644.96</b>	<b>155,818.69</b>	<b>147,982.42</b>	<b>312,614.39</b>
<b>APPLICATION OF FUNDS</b>													
Gateway West District	0.00	0.00	0.00	0.00	0.00	0.00	8,216.27	8,216.27	8,216.27	8,216.27	8,216.27	20,346.65	61,428.00
Old Kraft Road District	992.36	4,873.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5,865.90
Downtown Dev. District	0.00	0.00	3,541.08	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,541.08
Old Town	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Newtown Urban District	0.00	0.00	0.00	0.00	43,655.91	0.00	0.00	67,383.21	0.00	0.00	0.00	10,450.00	121,489.12
Unrestricted Funds	152.10	216.38	2,605.55	34.94	0.00	0.00	31.40	0.00	47.96	0.00	0.00	0.00	3,088.33
Bank Charges	0.00	0.00	0.00	0.00	16.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	16.19
<b>TOTAL</b>	<b>1,144.46</b>	<b>5,089.92</b>	<b>6,146.63</b>	<b>34.94</b>	<b>43,672.10</b>	<b>0.00</b>	<b>8,247.67</b>	<b>75,599.48</b>	<b>8,264.23</b>	<b>8,216.27</b>	<b>8,216.27</b>	<b>30,796.65</b>	<b>195,428.62</b>
Ending Balance	167,546.31	162,863.45	157,158.01	157,193.42	114,428.74	114,934.94	239,372.87	168,393.78	163,244.96	155,428.69	147,602.42	117,185.77	117,185.77

NOTE: As of January 1, 1995, line items for Main & Bonneville Property were deleted and those for Old Town Pocatello were added.

# Southeast Idaho Council of Governments, Inc.

280 South Arthur  
Pocatello, Idaho 83204  
(208) 233-4032  
FAX (208) 233-4841

**BANNOCK COUNTY**  
Chubbuck  
Downey  
Inkom  
Lava Hot Springs  
McCammon  
Pocatello  
Arimo

**BEAR LAKE COUNTY**  
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Georgetown  
Montpelier  
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Idaho Migrant Council

Japanese American  
Citizens League

National Association  
for the Advancement  
of Colored People

Pocatello Central Labor Union

The Shoshone Bannock Tribes

Idaho State University

SICOG  
Chuck Prince  
*Executive Director*

ECONOMIC  
DEVELOPMENT DIVISION  
Kathleen Lewis, *Director*

AREA AGENCY ON AGING  
Sister Anthony Marie  
*Director*

SOUTHEAST IDAHO  
PRIVATE INDUSTRY  
COUNCIL  
Brett Nelson, *Director*

BANNOCK PLANNING  
ORGANIZATION  
Donald C. Galligan, Jr.  
*Director*

October 4, 1995

Tim Whiteus  
Chairman New Business Committee  
Old Town Pocatello  
Post Office Box 222  
Pocatello, ID 83204

RE: Status report on SICOG services  
1995/96 Old Town Pocatello Tax Increment Financing

Dear Tim:

After just one week working on the update, we can provide a very brief status report. Activities have focused in the following areas:

1. Update of the tax increment projections

We have met with Bannock County and will have definitive numbers to revise the projections within the next three to four weeks. At this time, there is no indication that the update will differ from the March 1995 projections by more than 2% to 3% either way.

By way of a reminder, the tax exempt marketplace is very conservative. Only current increment from projects on the tax rolls is accepted as a secure revenue stream to debt service any bonds. Even then, the revenue stream must be 125% of the annual debt service. Only in limited circumstances will a bond issue be "sized" to include increment from projects not yet on the tax rolls. In those instances, those "non-enrolled" projects are typically already in construction or have all financing and permits in hand and are entering construction. These bonds are called escrowed issues. And even then, the portion of the bond proceeds secured by liens against the planned revenues are not released to the issuer until the revenue stream is sufficient. Most escrowed issues are used for fairly large deals often involving major chain stores and shopping malls.

We've been asked whether we've included or excluded in the Pioneer Building the tax increment projections. We've actually done neither. The Pioneer Building is included, as are all Old Town Pocatello properties, in the base year calculations. The property currently generates little increment so its impact on the tax increment projections is negligible.

## 2. Assemble finance team

We have been in contact with representatives of Skinner Fawcett Associates regarding their interest in serving as bond counsel. Their initial response is affirmative. Skinner, et al have done many of the tax allocation bonds issued in Idaho and have worked in Pocatello.

We also requested and will be receiving an opinion letter from Skinner, et al on the eligible uses of bond proceeds and tax increment. Generally, the use of bond proceeds is limited to traditionally defined public facilities necessary to eliminate blight: curb, gutters, sidewalks, streetscape improvements, storm drains, streets, sanitary sewer, utilities, street lighting, rest rooms, etc. Proceeds use for private purposes is usually limited to two areas: 1.) Agencies may use proceeds to acquire a number of lots and consolidate them into one and then offer the one lot on a competitive sale basis. In addition, the agency may acquire property, remove or stabilize any existing structures and then resell the property to a developer, usually through a competitive request for qualifications process. And 2.), by using proceeds to assist in a facade repair program where the locality has secured enforceable facade easements. The same conditions also generally apply to the uses of tax increment.

## 3. Develop an administrative plan for use of tax allocation bond proceeds.

We've talked with staff of Pocatello CD&R and PDA about the use of proceeds and other resources in Old Town. SICOG will be developing a resource matrix outlining available resources, their uses and limitations and application and decision-making processes. We'll seek to develop a recommendation that Old Town Pocatello can present to the PDA regarding a project review and administration process.

Once we have current increment figures from the county we can develop the tax increment schedules. As I said at the start of this letter, this will be within the next three to four weeks.

If you have any questions please feel free to give me a call.

Sincerely,



Chuck Prince  
Executive Director

## ADDENDUM

As further consideration for the entry into the attached Memorandum Agreement by Pocatello and AHP, AHP agrees to provide, not later than March 31 of each year, beginning on March 31, 1997, a financial statement prepared by AHP's accountant showing the performance of the project for the previous calendar year ending December 31. With that statement, AHP shall remit a check payable to Pocatello in the amount of ten percent (10%) of the net income shown by said statement. This obligation shall continue for twenty (20) years and shall terminate for calendar year 2016 with submission of the financial statement on March 31, 2017.

## MEMORANDUM AGREEMENT

City of Pocatello, acting through the Pocatello Development Authority

and

Affirmative Housing Partners, L.L.C.

A Memorandum Agreement between the City of Pocatello, acting through the Pocatello Development Authority, for certain development of the Pioneer Block Building site at 102 S. Main, Pocatello, Idaho and legally described as:

The West 49 feet on the North by the West 49.6 feet on the south of Lots 1, 2, and 3 of Block 433, Pocatello, Townsite, as the same appears on the official plat thereof recorded in the official records of the County Recorder of Bannock County, Idaho.

## MEMORANDUM AGREEMENT

This Memorandum Agreement is made by and between:

The City of Pocatello,  
an Idaho municipal corporation  
acting through the Pocatello Development Authority  
("Pocatello")

and

Affirmative Housing Partners, L.L.C.,  
an Idaho limited liability company ("AHP")

### FACTS

- A. In 1993, Pocatello adopted the Old Town Urban Renewal Plan upon a declaration by the City Council of Pocatello that certain properties in the down town area were deteriorated.
- B. Block 433, Pocatello Townsite was one of the properties so designated.
- C. Pocatello desires to further the economic development of the City and maintain the welfare of the City and its trade, commerce and industry pursuant to Idaho Code § 50-302.
- D. AHP has acquired or will acquire the above-named property and desires to renovate the building upon the site which will contribute to and enhance downtown Pocatello.
- E. The subject real property is potentially subject to a condemnation and demolition as a result of its deteriorating state.
- F. Pocatello and AHP desire to enter into this Agreement for purposes of setting forth the agreement between the two that will allow rehabilitation of the existing



building upon the subject premises by AHP and will allow Pocatello to purchase a facade easement to control and maintain the facade of the building after its rehabilitation.

G. Section 302 (III B) of the Old Town Urban Renewal Plan states: "Less than fee acquisition may be utilized by the Authority when and if necessary to promote redevelopment in accordance with the objectives of the Plan."

H. Pocatello has determined that acquisition of a facade easement pursuant to the terms of this agreement would facilitate the rehabilitation of the subject property and promote the objective of the Old Town Urban Renewal Plan.

NOW THEREFORE in consideration of the covenants set forth herein, the parties agree as follows:

1. Facade Stabilization and Rehabilitation. Exhibit "C" attached hereto is an estimate of the cost of rehabilitating and structurally stabilizing the subject property, including the facade. The detail of work shown on Exhibit "C" may be subject to change by AHP based upon input solicited from the City of Pocatello, Old Town Pocatello, Inc., the Historic Preservation Commission and the Idaho State Historical Society.

2. Other Development of the Subject Premises. In addition to stabilization and rehabilitation of the facade, AHP proposes to rehabilitate the interior of the subject premises and lease it to a commercial or governmental entity. Exhibit "D" attached hereto is an outline of the overall scope of work for the project.

3. Availability of Funds. Pocatello will use a portion of the tax revenue generated by the tax increment financing district within which the subject property is located to purchase the facade easement, a copy of which is attached as Exhibit "A".

Pocatello agrees to irrevocably dedicate and assign to AHP tax revenue from that tax increment financing district necessary to debt service a bank loan of \$250,000 payable over a period of \_\_\_\_ years at 10.0% interest with the first payment from Pocatello to AHP being due not later than September 30, 1996 and then continuing on the 30th day of September thereafter until paid in full. AHP shall be solely responsible for procuring said bank loan which shall be in the name of AHP and AHP will bear all costs and fees associated with the loan.

4. AHP's Obligation. As a condition precedent to Pocatello being obligated to pay the sums mentioned in the previous paragraph, AHP shall be required to perform or do the following:

A. Acquire the subject property from the owner. AHP, at this time, has an option upon the property for acquisition.

B. Design, stabilize and rehabilitate the building facade so as to contribute to and enhance the historical streetscape of downtown Pocatello.

C. Solicit input and review of the design process of the rehabilitated building facade from the City of Pocatello, Old Town Pocatello, Inc. and the Historic Preservation Commission.

D. Execute and place in escrow the Deed of Facade Easement (Exhibit "A").

E. Complete in all material respects the Scope of Work attached as Exhibit "D".

5. Time Frame for Performance by AHP. AHP shall complete its obligations hereunder, including completion in all material respects of the Scope of Work attached

as Exhibit "D" on or before August 1, 1996. If AHP fails to complete performance by that date, Pocatello shall be released from all further obligations hereunder. If AHP completes performance pursuant to this Agreement, Pocatello shall execute the Irrevocable Assignment attached as Exhibit "B." The Deed For Facade Easement shall be placed in escrow with American Land Title Co. or some other party agreeable to Pocatello and AHP. Upon payment of the final payment due pursuant to paragraph 3 above and the Irrevocable Assignment (Exhibit "B"), the Deed For Facade Easement shall be released and recorded.

Dated: \_\_\_\_\_, 1995.

The City of Pocatello, a municipal corporation

By: \_\_\_\_\_  
Peter Angstadt, Mayor

Attest: \_\_\_\_\_  
Peter McDougall, Clerk

Dated: \_\_\_\_\_, 1995.

Pocatello Development Authority

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

Title: \_\_\_\_\_

Dated: \_\_\_\_\_, 1995.

Affirmative Housing Partners, L.L.C.

By: \_\_\_\_\_  
Brent Nichols, Member

By: \_\_\_\_\_  
Garry Ratzlaff, Member

STATE OF IDAHO)  
                                          :SS  
County of Bannock )

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned Notary Public in and for said State, personally appeared PETER ANGSTADT and PETER MCDUGALL, known to me to be the MAYOR and CITY CLERK, respectively, of the municipal corporation that executed the within instrument, or the persons who executed the instrument on behalf of the municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IDAHO  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO)  
:SS  
County of Bannock )

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned Notary Public, in and for said State, personally appeared \_\_\_\_\_, known to me to be \_\_\_\_\_ of the Pocatello Development Authority that executed the instrument or the person who executed the instrument on behalf of Pocatello Development Authority, and acknowledged to me that Pocatello Development Authority executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC-STATE OF IDAHO  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO)  
:SS  
County of Bannock )

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned Notary Public, in and for said State, personally appeared Brent Nichols, a member of Affirmative Housing Partners, L.L.C., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IDAHO  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO)

:SS

County of Bannock )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned Notary Public, in and for said State, personally appeared Garry Ratzlaff, a member of Affirmative Housing Partners, L.L.C., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IDAHO

Commission Expires: \_\_\_\_\_

(seal)

## DEED OF FACADE EASEMENT

This conveyance is made this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between Affirmative Housing Partners, L.L.C., an Idaho limited liability company, hereinafter sometimes called the Grantor, and the City of Pocatello, a municipal corporation, hereinafter sometimes called the Grantee.

### WITNESSETH

WHEREAS, the Grantor is the owner in fee simple of certain premises know as the Pioneer Block Building located at 102 South Main Street in Pocatello, Idaho; and,

WHEREAS, the premises are architecturally significant and contribute to the architectural and historic integrity of the Pocatello Historic District; and,

WHEREAS, the grant of a facade easement, hereinafter referred to as the "Easement", by Grantor to Grantee on the premises will assist in preserving and maintaining the architectural ensemble of the Pocatello Historic District; and,

WHEREAS, Grantor desires to grant to Grantee, and Grantee desires to accept, the Easement as hereinafter expressed for the purpose of ensuring that the value of the premises for such purpose will not be destroyed, altered, or impaired;

NOW, THEREFORE, in consideration of the sum of One Dollar or other valuable consideration paid to Grantor, the receipt whereof is hereby acknowledged, the Grantor does hereby give, grant, bargain, sell, and convey, unto Grantee, an easement in the following described premises, hereinafter referred to as "Property" and bounded more particularly as follows:

The West 49 feet on the North by the West 49.6 feet on the south of Lots 1, 2, and 3 of Block 433, Pocatello Townsite, as the same appears on the official plat thereof recorded in the official records of the County Recorder of Bannock County, Idaho.

The easement granted herein shall be of the nature and character hereinafter expressed and shall be a covenant running with the land, in perpetuity, binding upon the Grantor, its successors and assigns. Grantor shall record this Easement Deed with the Bannock County Recorder at Pocatello, Idaho.

1. DESCRIPTION

The exterior walls facing Main Street and Center Street (the "facade") depicted in the photographs attached hereto and incorporated herein as Exhibit "A" and that exterior surface depicted in the attached Exhibit "A" are the premises being conveyed by this Deed of Easement.

The foregoing description may be amended, replaced or elaborated in more detail by any subsequent instrument in writing, signed by both parties hereto or their successors, making reference to this instrument and being filed of record in Bannock County.

2. MAINTENANCE

The Grantor agrees for Grantor and successor owners of said property to assume the cost of continued maintenance and repair of the Facade to preserve the architectural integrity of the Facade, in perpetuity. All maintenance and repairs shall be done in a professional and workmanlike manner and prosecuted in a manner which preserves the Facade as described herein.

3. ALTERATION

Any alterations to the facade must:

- A. Pass all local planning & zoning guidelines including those of the Historic Preservation Commission
- B. Not impair the aesthetics of the Property.
- C. Preserve the architectural integrity of the Pocatello Historic District.

4. INSPECTION

Grantor hereby agrees that representatives of Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the Facade. Inspections will normally take place from the street; however, Grantor agrees that representatives of Grantee, its successors or assigns, shall be permitted to enter and inspect the interior of the improvements on the premises to ensure maintenance of structural soundness. Inspection of the interior will be made at a time mutually agreed upon by Grantor and Grantee, and Grantor covenants not to withhold unreasonably its consent in determining a date and time for such inspection.



## 5. GRANTORS USE

Grantor reserves the free right and privilege to the use of the Facade for all purposes not inconsistent with the grant made herein. Nothing herein shall be construed to grant unto the general public or any other persons, other than Grantee and its agents, the right to enter upon the Property for the purposes set forth herein.

## 6. INSURANCE

Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire policies and comprehensive general liability insurance against claims for personal injury, death and property damage in an amount at least equal to the appraised value or fair market value, whichever is greater.

## 7. RELEASE

Grantor will be responsible for and will and does hereby release and relieve Grantee and hold and defend it harmless from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and of damages to Property occurring in or around the premises subject to this Deed of Facade occasioned in whole or in part by the negligence of Grantor, its agents or employees.

## 8. ENFORCEMENT

If Grantor fails to observe or if Grantor violates any covenant, agreement or provision contained herein, then Grantee shall, in addition to all other remedies available at law or in equity, have the right to enforce this Facade Deed, including each of its provisions, by specific performance. If Grantor shall fail to maintain the Facade in good condition and repair, and if such failure shall not be completely cured and remedied within a reasonable period of time following written notice sent by Grantee to Grantor, then Grantee shall have the right, itself or through agents or contractors, to restore, repair, or maintain the Property, and the Grantor shall, promptly upon request, reimburse Grantee for all sums so expended by Grantee, plus a reasonable inspection and attorney's fee. The amount of the debt shall be secured by a lien upon the Property and if Grantor shall fail to reimburse Grantee in full immediately after request, then Grantee may enforce the lien in the manner in which mechanic's liens are then enforced in the State of Idaho.

9. SUCCESSORS

The covenants and agreements set forth herein shall be binding upon and shall inure to the benefit of the Grantor and the Grantees and their respective successors and assigns. Grantee agrees that it will hold this Facade for conservation purposes; that is, it will not transfer this Facade for money, other property or services.

10. NOTICE

Any notice required herein shall be in writing sent by certified mail, return receipt requested. Grantor's address is: P.O. Box 426 Pocatello, Idaho 83204 and Grantee's address is P.O. Box 4169 Pocatello, Idaho 83205. All notice shall be directed to those addresses unless one party has notified the other in writing of a change of address.

11. ACCEPTANCE

Grantee hereby accepts the rights and interest granted to it in this Easement Deed.

This easement shall run with and bind the subject property and perpetuity. Subsequent owners of the property shall be bound by this easement. All references herein to Grantor shall mean the then owner of the property. Upon sale by Grantor signing below or a successor to another, Grantor or any successor shall be relieved of all duties and obligations set forth herein, said duties and obligations passing with grant of title to the property to the subsequent owner.

TO HAVE AND TO HOLD, the aforegranted and bargained Easement, with all the privileges and appurtenances thereof to the City of Pocatello, its successors and assigns, to its and their use and behoof, in perpetuity, from and after the date hereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1995.

Affirmative Housing Partners, L.L.C.

\_\_\_\_\_  
Brent Nichols, Member

\_\_\_\_\_  
Garry Ratzlaff, Member

DATED this \_\_\_\_ day of \_\_\_\_\_, 1995.

The City of Pocatello, a municipal corporation

By: \_\_\_\_\_  
Peter Angstadt, Mayor

Attest: \_\_\_\_\_  
Peter McDougall, Clerk

STATE OF IDAHO)  
:SS  
County of Bannock )

On this \_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned Notary Public, in and for said State, personally appeared Brent Nichols, a member of Affirmative Housing Partners, L.L.C., known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IDAHO  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO)  
:SS  
County of Bannock )

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\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IDAHO  
Commission Expires: \_\_\_\_\_

(seal)

STATE OF IDAHO)  
:SS  
County of Bannock )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1995, before me, the undersigned Notary Public in and for said State, personally appeared PETER ANGSTADT and PETER MCDOUGALL, known to me to be the MAYOR and CITY CLERK, respectively, of the municipal corporation that executed the within instrument, or the persons who executed the instrument on behalf of the municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF IDAHO  
Commission Expires: \_\_\_\_\_

(seal)



						\$0.00	
						\$0.00	
		Subtotal					\$28,980.00
<b>Division 05-Metals</b>							
Stabilize parapet walls		Ls		1	\$4,000.00	\$4,000.00	
Exterior fire stair		Ls		1	\$37,495.00	\$37,495.00	
Misc repairs/gussets		Ls		1	\$1,000.00	\$1,000.00	
						\$0.00	
						\$0.00	
		Subtotal					\$42,495.00
<b>Division 06- Wood &amp; Plastics</b>							
Steel studs @ beams		Ls		1	\$435.00	\$435.00	
Sheathing		Ls		1	\$400.00	\$400.00	
FPR column shrouds		ea.		11	\$936.00	\$10,296.00	
Column base		ea.		11	\$276.00	\$3,036.00	
Column capital		ea.		11	\$295.00	\$3,245.00	
						\$0.00	
						\$0.00	
						\$0.00	
		Subtotal					\$16,977.00
<b>Division 07- Thermal &amp; Moisture</b>							
Caulk & sealant		Ls		1	\$795.00	\$795.00	
Exterior finish		Ls		1	\$23,680.00	\$23,680.00	
						\$0.00	
						\$0.00	
						\$0.00	
		Subtotal					\$23,680.00
<b>Division 08- Doors &amp; Windows</b>							
Store front to meet historical requirements		Sf		1012	\$39.92	\$40,399.04	
Wood frame upper window work		ea.		19	\$435.00	\$8,265.00	
" " "		ea.		1	\$525.00	\$525.00	
" " "		ea.		1	\$485.00	\$485.00	
Entry system		SF		132	\$41.02	\$5,414.64	
Service doors channel frame		ea.		2	\$307.75	\$615.50	
Doors & hardware		Ls		1	\$850.00	\$850.00	
Historically correct wood entry system		Ls		1	\$4,316.25	\$4,316.25	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
						\$0.00	
		Subtotal					\$60,870.43
<b>Division 09- Finishes</b>							
						\$0.00	
						\$0.00	
		BY OWNER/TENANT				\$0.00	

								\$0.00	
								\$0.00	
									\$0.00
<b>Subtotal</b>									
<b>Division 10- Specialties</b>									
								\$0.00	
								\$0.00	
<b>BY OWNER/TENANT</b>									
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	\$0.00
<b>Division 12- Residential Equipment</b>									
								\$0.00	
								\$0.00	
<b>BY OWNER/TENANT</b>									
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	\$0.00
<b>Division 15- Mechanical</b>									
								\$0.00	
								\$0.00	
<b>BY OWNER/TENANT</b>									
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	\$0.00
<b>Division 16- Electrical</b>									
								\$0.00	
								\$0.00	
<b>BY OWNER/TENANT</b>									
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	
								\$0.00	\$0.00
<b>Grand Total</b>									
									\$255,842.93

Preliminary

**Sources & Uses of Funds**  
**Pioneer Block Project**  
Pocatello, Idaho

	Uses	Amount
	<b>To Purchase Land &amp; Building</b>	
1	Acquire Pioneer Property	\$ 133,738.38
2	Acquire Page 2 Property	\$ 52,131.42
3	Prepaid Parking Lease	\$ 30,000.00
4	Legal Costs	\$ 2,500.00
5	Title & Closing Costs	\$ 1,000.00
	<b>For Renovation</b>	
6	Construction Costs	\$ 337,492.08
7	USPS Tenant Improvements (Estimate)	\$ 75,000.00
8		
9		
	<b>For Architecture &amp; Engineering Fee</b>	
10	Architects Fee - Design 3%	\$ 12,374.76
11	Architects Fee - Supervision 3%	\$ 12,374.76
12	Engineering Fees	\$ 4,800.00
	<b>For Financing Fees &amp; Exp.</b>	
13	Mortgage Reports	\$ 240.00
14	Loan Origination Fees	\$ 12,700.00
15	Construction Interest	\$ 22,183.33
	Title and Recording /Closing	\$ 1,670.25
17	Legal / Consultant Costs	\$ 7,500.00
18	Other	
	<b>For Soft Costs</b>	
19	Property Appraisal	\$ 2,500.00
20	Market Study	\$ -
21	Environmental Report (Required by lender & USPS)	\$ 3,650.00
22	Soils Tests	
23	Tax Credit Fees	
24	Organizational Costs	
25	<b>Total Uses</b>	<b>\$ 711,854.98</b>

	Sources	Amount
26	Bank Financing	\$ 279,000.00
27	Owner Equity/Capital/	\$ 105,454.98
28	United States Postal Service (Estimate)	\$ 75,000.00
29	HPC Grant	\$ 2,400.00
30	PDA Gap Funding	\$ 250,000.00
31	<b>Total Sources</b>	<b>\$ 711,854.98</b>





OFFICE OF THE MAYOR  
911 N. 7th  
P.O. Box 4169  
Pocatello, Idaho 83205  
(208) 234-6163  
FAX (208) 234-6297

PETER J. ANGSTADT  
Mayor

Pocatello City Council:  
GREGORY R. ANDERSON  
L. ED BROWN  
I. J. "BABE" CACCIA  
ROGER W. CHASE  
KAREN A. MCGEE  
HARRY NEUHARDT

October 6, 1995

John E. Carlson  
2550 Woodhill Way  
Pocatello, Idaho 83201

Dear Mr. Carlson:

I would like to express my sincere appreciation for your efforts on behalf of the Pocatello Development Authority. I realize it takes a great deal of time and energy to conduct the necessary duties of the Pocatello Development Authority.

You have contributed significantly to the commission and the performance of your duties was always characterized by an obvious dedication to doing the job well. Your dedication and devotion to this duty has had a valuable effect not only on the Community Development Commission but has benefitted all of the citizens of Pocatello.

I commend you for your excellent service and thank you on behalf of the City Council and myself.

Sincerely,

PETER J. ANGSTADT  
MAYOR

CB/tlc

cc: Connie Blackburn  
Rayna Valentine



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HARRY NEUHARDT

October 6, 1995

Carol Lish  
1765 Beth  
Pocatello, ID 83201

Dear Ms. Lish:

On October 6, 1995, the City Council confirmed your appointment to the Pocatello Development Authority (PDA). Your term begins October 5, 1995, and will expire October 5, 1999.

Meetings are held the second Tuesday of each month at 11:00 AM, at the municipal Building, 911 North Seventh.

Enclosed for your information is a current membership list of the Pocatello Development Authority and a general information pamphlet about Pocatello.

We appreciate your interest in serving our community as a member of the Pocatello Development Authority. Thank you for helping make Pocatello a great place to live.

Sincerely,

PETER J. ANGSTADT  
MAYOR

t/c

Enclosures

cc: Connie Blackburn  
Rayna Valentine



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ROGER W. CHASE  
KAREN A. MCGEE  
HARRY NEUHARDT

October 6, 1995

Tom Bernasek  
555 University  
Pocatello, ID 83201

Dear Mr. Bernasek:

On October 6, 1995, the City Council confirmed your appointment to the Pocatello Development Authority (PDA). Your term begins October 5, 1995, and will expire October 5, 1999.

Meetings are held the second Tuesday of each month at 11:00 AM, at the municipal Building, 911 North Seventh.

Enclosed for your information is a current membership list of the Pocatello Development Authority and a general information pamphlet about Pocatello.

We appreciate your interest in serving our community as a member of the Pocatello Development Authority. Thank you for helping make Pocatello a great place to live.

Sincerely,

PETER J. ANGSTADT  
MAYOR

tlc

Enclosures

cc: Connie Blackburn  
Rayna Valentine



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PETER J. ANGSTADT  
Mayor

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ROGER W. CHASE  
KAREN A. MCGEE  
HARRY NEUHARDT

October 6, 1995

*Robert Weppner  
457 South 19th  
Pocatello, ID 83201*

*Dear Mr. Weppner:*

*On October 5, 1995, the City Council confirmed your reappointment to the Pocatello Development Authority (PDA). Your term began July 21, 1995, and will expire July 21, 1999.*

*Meetings will be held the second Tuesday of every month at 11:00 AM at the Municipal Building, 911 North 7th.*

*We appreciate your interest in serving our community as a member of the Pocatello Development Authority. Thank you for helping make Pocatello a great place to live.*

*Sincerely,*

**PETER J. ANGSTADT  
MAYOR**

*tlc*

*cc: Connie Blackburn  
Rayna Valentine*

# Pocatello Development Authority

ISU Research and Business Park  
1651 Alvin Ricken Drive  
Pocatello, Idaho 83201

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

THOMAS A. ARNOLD  
*Executive Director*

October 3, 1995

~~Mr. Tim Whiteus  
OLD TOWN POCATELLO  
P. O. Box 222  
Pocatello, ID 83204-0222~~

via FAX 232-7545

Dear Tim,

At PDA's Board Meeting last week, I was asked to clarify the agency's position regarding tax increment financing of projects within the Downtown Urban Renewal Area and this letter is written for that purpose.

The Board has approved the general concept of improving the downtown area with projects involving sidewalk, curb, gutter and lighting renovations. However, the Board has not committed to utilizing the entire TIF funds for any one purpose.

The approval of the Urban Renewal Plan listed numerous projects for consideration by the Board. All proposals for such projects are to be evaluated by the Board to determine how much money will be allocated for each project.

At the September 25 meeting of the PDA, the Commissioners approved \$5,000 to be allocated for a proposal to be prepared by SICOG. Also at that meeting, the Board approved in concept a plan favoring renewal of the Pioneer Building, and recommended that the developers of that project work with OTP for incorporating that project in the proposal to be made at PDA's next Board meeting on October 10 at 11 AM.

If any further clarification of the Board's intent is required, please feel free to direct it to me at our office in the ISU Research Park.

Cordially,



Thomas A. Arnold

TAA:chd

## ITEMS FOR CONSIDERATION FOR APPROVAL/DENIAL OF PROJECTS

- 1. Time length of district.** The OTP district may exist for a maximum of thirty years, but individual projects can be financed for varying numbers of years within that time frame, provided no single project uses all the revenue.
- 2. Time length for repaying bond funding.** Taxing districts have requested, and PDA has expressed the desire for, short-term projects so that new tax monies are "released" to the taxing entities within a reasonable amount of time.
- 3. Priorities for projects within the Old Town URA.** The adopted plan discusses need for building renovations, demolitions, property acquisition, infrastructure improvements, parks, and dozens of other possible projects. The tax revenues accruing to the district will not support even half of these proposals. The Board was to review the downtown area with the idea of identifying the possibilities and grouping projects in order of importance.
- 4. Maximum money available from district tax revenues as well as maximum projected annually.** Decide whether or not a large project should be broken into smaller ones to avoid large amounts of interest, etc.