

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
April 21, 2004
11:00 a.m.

City Hall
911 North 7th Avenue

11:00 a.m. Council Chambers

- Call to Order – Chairman Neuhardt
- Acknowledge Guests of Board, if any
- Disclosure of Conflicts of Interest, if any
- Agenda - Add or Delete Action or Discussion Items

Action and Discussion Items:

- Minutes for March 17, 2004 – Motion to Approve and/or Amend
- Financial Report: March Income and Expenses
- Consider Approving Payment of 1st Quarter 2004 Administrative Fees
- Kress District:
 - Consider Amending Agreement Terms
- Old Town Pocatello District:
 - Downtown Revitalization Project Update
 - Downtown Reinvestment Project Update
 - Consider Approving Payment of Requisition #E-50
 - Consider Approving Payment of Requisition #E-51
- Central Corridor District:
 - Update on South Cliffs Project
- Miscellaneous Items/Questions from Commissioners:
 - Review of TIF Valuation Spreadsheet

Executive Session, if required

POCATELLO DEVELOPMENT AUTHORITY

March 2004

INCOME:

Kress District:	tax revenues
Alvin Ricken:	“ “
Old Town:	“ “
North Main:	“ “
Central Corridor:	“ “
Interest Income:	\$282.65

EXPENSES:

Roosevelt District:	\$1,200—RMES
	\$176.20—legal notice
Central Corridor District:	\$95.68—legal noticed
General Funds:	\$94.05—PDA lunch

DISTRICT ENDING BALANCES
March 31, 2004

Bank Balance		\$557,971.05
General Fund	43,654.80	
Discretionary Funds	115,911.14	
Kress Project	32.73	
Newtown District	0.00	
Alvin Ricken District	10,019.48	
Old Town District	10,567.19	
North Main District	21,910.57	
Roosevelt District	202,521.12	
Central Corridor District	<u>153,354.02</u>	
District Totals		\$557,971.05

Pocatello Development Authority

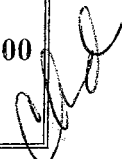
ISU Research and Business Park
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

An urban renewal agency for the City of Pocatello, Idaho

POCATELLO DEVELOPMENT AUTHORITY

Administration Invoice January 2004 through March 2004

Administration/Clerical*: 1 st Quarter 2004 (1/04 – 3/04)	3,000.00
Postage/Copies: 1 st Quarter 2043 (1/04 – 3/04)	<u>125.00</u>
INVOICE TOTAL:	\$3,125.00



* Timesheet breakdown attached.

POCATELLO DEVELOPMENT AUTHORITY

REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2000 SERIES A

REQUISITION PURSUANT TO BOND ORDINANCE

Wells Fargo Bank
MAC U1859-031
999 Main Street, 3rd Floor
Boise, Idaho 83702
Attn: Corporate Trust Services

COPY

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of July 27, 2000, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: E-50
2. Payment is due to: J-U-B Engineers, Inc.
3. The amount to be disbursed is: \$15,459.39
4. The funds are being disbursed from the Revenue Allocation Fund per Section 9 of the Ordinance for repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area. An amount equal to the aggregate of the next payment of principal and interest for all the outstanding bonds remain in the Revenue Allocation Fund after this disbursement.
5. All of this requested payment is for the items on the attached Schedule, which are costs of the Project. These costs have not been previously paid from the Revenue Allocation Fund or Construction Fund.

Attachments: See Attached Schedule of Costs to Requisition

DATED: April 21, 2004

POCATELLO DEVELOPMENT AUTHORITY

Authorized Representative

CITY OF POCATELLO

Authorized Representative

Terms used herein shall be as defined in the Bond Ordinance.

SCHEDULE OF COSTS TO REQUISITION
CERTIFICATE NO. E-50

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u>
Old Town Pocatello (97-A) downtown reinvestment project. (pay request #5)	J-U-B Engineers, Inc. Center 151 Building 151 North Third Avenue Pocatello, ID 83201	15,459.39

INVOICE TOTAL \$15,459.39

OK
COPY

The above are to be paid upon receipt by Trustee of an invoice therefor.



Invoice

J-U-B ENGINEERS, Inc.
ENGINEERS • SURVEYORS • PLANNERS

Center 151 Building
151 North Third Avenue
Pocatello, ID 83201

208-232-1313
Fax: 208-232-3489
www.jub.com

HARRY NEUHARDT
POCATELLO DEVELOPMENT AUTHORITY
1651 ALVIN RICKEN DRIVE
POCATELLO, ID 83201

April 7, 2004
Project No: 00-58-122
Invoice No: 0025229
Page 1 of 2

COPY TO:
GREG LANNING
PUBLIC WORKS DIRECTOR
CITY OF POCATELLO
911 N. 7TH STREET
POCATELLO, ID 83201

Project: 00-58-122 POCATELLO DOWNTOWN REINVESTMENT, PHASE I

Professional services from March 1, 2004 to April 3, 2004

Task: 020 PRELIMINARY DESIGN PHASE

Professional Personnel

	Hours	Amount	
TECHNICIAN	1.00	33.60	
CLERICAL	1.00	42.66	
Totals	2.00	76.26	
Total Labor			76.26

Reimbursable Expenses

PHONE/COPIES/OTHER	23.16	
Total Reimbursables		23.16

Billing Limits

	Current	Prior	To-date
Total Billings	99.42	117,627.07	117,726.49
Limit			117,735.51
Remaining			9.02

Total this task \$99.42

Billings to date

	Current	Prior	Total
Labor	76.26	113,249.25	113,325.51
Expense	23.16	3,253.42	3,276.58
Unit	0.00	1,124.40	1,124.40
Totals	99.42	117,627.07	117,726.49



Task: 030 FINAL DESIGN PHASE

Professional Personnel

	Hours	Amount
ADMINISTRATION	0.50	24.00
PROJECT MANAGER	15.00	2,487.45
PROJECT ENGINEER	22.50	2,211.25
DESIGN ENGINEER	82.50	5,452.54
TECHNICIAN	4.75	159.60
DRAFTER-CAD	62.70	3,808.39
CLERICAL	7.10	392.45
Totals	195.05	14,535.68

Total Labor 14,535.68

Billing Limits

	Current	Prior	To-date
Total Billings	14,535.68	71,831.71	86,367.39
Limit			86,368.00
Remaining			0.61

Total this task \$14,535.68

Total now due \$14,535.68

Billings to date

	Current	Prior	Total
Labor	14,535.68	71,280.08	85,815.76
Expense	0.00	551.63	551.63
Totals	14,535.68	71,831.71	86,367.39

Task: 040 BIDDING AND AWARD PHASE

Professional Personnel

	Hours	Amount
PROJECT MANAGER	4.00	530.04
PROJECT ENGINEER	2.50	214.65
Totals	6.50	744.69

Total Labor 744.69

Reimbursable Expenses

PHONE/COPIES/OTHER	79.60
Total Reimbursables	79.60

Billing Limits

	Current	Prior	To-date
Total Billings	824.29	0.00	824.29
Limit			6,555.00
Remaining			5,730.71

Total this task \$824.29

Billings to date

	Current	Prior	Total
Labor	744.69	0.00	744.69
Expense	79.60	0.00	79.60
Totals	824.29	0.00	824.29

Total this invoice \$15,459.39

Dale R. Baune
 DALE R. BAUNE, P.E.
 PROJECT MANAGER



Amendment #1 - Additional Services High School Gymnasium Sidewalk Improvements

POCATELLO DOWNTOWN REINVESTMENT PROJECT, PHASE I STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This Amendment #1 amends Exhibit A and Exhibit C dated November 7, 2003 of the Standard Form of Agreement between Owner and Engineer for the Pocatello Downtown Reinvestment Project. The improvements associated with this amendment are located within Phase II of the Project.

Amendment #1 to Exhibit A ENGINEER's Services

General Description of the Project: The new Pocatello High School Gymnasium located on the Northwest corner of Arthur Street and Clark Street is nearing completion. The original plans to replace the sidewalk adjacent to the new building did not include geometric reconfiguration providing for bulb-outs, trees, and pavers, which have become standard streetscape amenities for the Old Town Area. In an effort to minimize the need to demolish a newly constructed concrete sidewalk during Phase II construction in 2005, the City desires to commission the High School Contractor to make the improvements that would ultimately be included in Phase II of the Pocatello Downtown Reinvestment Project. In order to make the improvements, the City needs to develop a set of plan sheets and specifications for the Contractor's use. The tasks involved for the Preliminary Design Phase, Final Design Phase and Construction Phase follow:

A1.02 Preliminary Design Phase

A. ENGINEER shall:

1. Provide necessary field surveys and topographic and utility mapping for design purposes along the corridor of Arthur Street between Lander Street and Center Street and along the corridor of Clark Street between Main Street and Garfield Street. ENGINEER will contact Dig-Line for marking of utilities. Utility mapping will be based upon information obtained from utility owners. The survey will include horizontal and vertical location of existing survey monuments, building accesses, match points to existing facilities, and other features as necessary.
2. Create base mapping using topographic survey information and available City records.
3. Consider bulb-out and pedestrian ramp configurations in relation to gymnasium entrances, bus stop, and street alignment.
4. Consider surface and underground storm water conveyance to tie into overall Phase II improvement to be constructed in 2005.
5. Consider waterline replacement location and new service and fire hydrant within area adjacent to the new gymnasium.

6. Incorporate Old Town's Existing Concept Plan for aesthetic layout of intersection bulbs, trees, lights, and supporting infrastructure. (i.e. irrigation and power) Consider servicing irrigation system from school's system and maintaining lighting power circuit on separate circuit.
7. Develop preliminary design and layout and review with City's Technical Design Committee.
8. Develop a preliminary Opinion of Probable Construction Costs of improvements.

A1.03 Final Design Phase

A. After acceptance by OWNER of the Preliminary Design Phase documents and Opinion of Probable Construction Cost, but subject to any OWNER directed modifications or changes in the scope, extent, character, or design requirements of or for the project, ENGINEER shall:

1. Perform the following Final Design tasks or deliverables:
 - a. Site Demolition Plans showing project limits.
 - b. Infrastructure Plans and Profiles for water service, fire hydrant, and storm water stub out utilities with temporary drainage lines.
 - c. Roadway, Curb Gutter and Sidewalk Plans to lane line (max. temporary crown grade 4%) and Profiles and Detail Sheets as appropriate.
 - d. Streetscape Plans and Detail Sheets including irrigation system, under drain system, trees, lighting, and sidewalk scoring patterns.
 - e. Electrical sheets.
2. Prepare and furnish Plans and Specifications for review and approval by OWNER, DEQ, and Quality Control/Quality Assurance personnel within J-U-B as appropriate.

A1.05 Construction Phase

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from OWNER, ENGINEER shall:

1. Resident Project Representative (*RPR*). Provide the services of a full-time RPR at the Site to assist the ENGINEER and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not extend ENGINEER's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

3. Baselines and Benchmarks. As appropriate, establish baselines and benchmarks for locating the Work which in ENGINEER's judgment are necessary to enable Contractor to proceed. The following field staking will be set one time, re-staking will be at Contractor's expense.
 - a. Storm Sewer. Offset stakes with depth to invert on manholes and offset stakes with cut/fill to top face of curb on catch basins.
 - b. Streets. Cut and fill stakes for top face of curb grade at 100-foot intervals, cut and fill stakes for top face curb at PC and PT, grade breaks and 25-foot intervals on tangents.
 - c. Miscellaneous. Location of street light, traffic signal poles, water meters, fire hydrants, and lane lines.
4. Visits to Site and Observation of Construction. In connection with observations of Contractor's work in progress while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional, the progress and quality of the Work. Such visits and observations by ENGINEER and the Resident Project Representative are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress or to involve detailed inspections of Contractor's work in progress beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on ENGINEER's exercise of professional judgment as assisted by the Resident Project Representative. Based on information obtained during such visits and such observations, ENGINEER will determine, in general, if Contractor's work is proceeding in accordance with the Contract Documents, and ENGINEER shall keep OWNER informed of the progress of the Work.
 - b. The purpose of ENGINEER's visits to, and representation by the Resident Project Representative at the Site, will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, or for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, ENGINEER neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

5. Defective Work. Recommend to OWNER that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, ENGINEER believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of Exhibit A.
7. Inspections and Tests. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests.
8. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the Recommendation for Final Payment, ENGINEER shall also provide a notice in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of Paragraph A1.05.A.14.b) to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement.

B. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Amendment #1 to Exhibit C Payments to ENGINEER for Services and Reimbursable Expenses

C4.01 On a Lump Sum Basis

A. OWNER shall pay ENGINEER for Basic Services set forth in Amendment #1 to Exhibit A, for the Additional Services associated with the High School Gymnasium Sidewalk Improvements as follow:

a. Preliminary Design Phase	\$26,369
b. Final Design Phase	\$ 9,029
c. Construction Phase	\$14,305

All other provisions of the original agreement remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Pocatello Development Authority .

By: *Harry P. Neuhardt*
Harry Neuhardt

Title: Chairman .

Date Signed: 4-26-04 .

Address for giving notices:

Pocatello Development Authority .

1651 Alvin Ricken Drive .

Pocatello, Idaho 83201 .

Designated Representative (paragraph 6.02.A):

Greg Lanning .

Title: City of Pocatello Public Works Director

Phone Number: (208) 234-6189 .

Facsimile Number: (208) 234-6151 .

E-Mail Address: glanning@pocatello.us.

ENGINEER:

J-U-B ENGINEERS, Inc. .

By: *Dale R. Baune P.E.*
Dale R. Baune

Title: Vice President .

Date Signed: 4-22-04 .

Address for giving notices:

J-U-B ENGINEERS, Inc. .

151 North 3rd Avenue, Suite 101 .

Pocatello, Idaho 83201 .

Designated Representative (paragraph 6.02.A):

Dale R. Baune .

Title: Vice President .

Phone Number: (208) 762-8787 .

Facsimile Number: (208) 762-9797 .

E-Mail Address: dbaune@jub.com .

Amendment #1 - Additional Services
High School Gymnasium Sidewalk Improvements

POCATELLO DOWNTOWN REINVESTMENT PROJECT, PHASE I
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This Amendment #1 amends Exhibit A and Exhibit C dated November 7, 2003 of the Standard Form of Agreement between Owner and Engineer for the Pocatello Downtown Reinvestment Project. The improvements associated with this amendment are located within Phase II of the Project.

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1. Perform the following Final Design tasks or deliverables:
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2. Prepare and furnish Plans and Specifications for review and approval by OWNER, DEQ, and Quality Control/Quality Assurance personnel within J-U-B as appropriate.

A1.05 Construction Phase

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B. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. ENGINEER shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

Amendment #1 to Exhibit C Payments to ENGINEER for Services and Reimbursable Expenses

C4.01 On a Lump Sum Basis

A. OWNER shall pay ENGINEER for Basic Services set forth in Amendment #1 to Exhibit A, for the Additional Services associated with the High School Gymnasium Sidewalk Improvements as follow:

a. Preliminary Design Phase	\$26,369
b. Final Design Phase	\$ 9,029
c. Construction Phase	\$14,305

All other provisions of the original agreement remain in force.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

Pocatello Development Authority

By: Harry P. Neuhardt
Harry Neuhardt

Title: Chairman

Date Signed: 4-26-04

Address for giving notices:

Pocatello Development Authority
1651 Alvin Ricken Drive
Pocatello, Idaho 83201

Designated Representative (paragraph 6.02.A):

Greg Lanning

Title: City of Pocatello Public Works Director

Phone Number: (208) 234-6189

Facsimile Number: (208) 234-6151

E-Mail Address: glanning@pocatello.us

ENGINEER:

J-U-B ENGINEERS, Inc.

By: Dale R. Baune PE.
Dale R. Baune

Title: Vice President

Date Signed: 4-22-04

Address for giving notices:

J-U-B ENGINEERS, Inc.
151 North 3rd Avenue, Suite 101
Pocatello, Idaho 83201

Designated Representative (paragraph 6.02.A):

Dale R. Baune

Title: Vice President

Phone Number: (208) 762-8787

Facsimile Number: (208) 762-9797

E-Mail Address: dbaune@jub.com

Pocatello Development Authority
Cash Budget - 2004

	Actual January	Actual February	Actual March	Estimated April	Estimated May	Estimated June	Estimated July	Estimated August	Estimated September	Estimated October	Estimated November	Estimated December	Current Estimate 2004	Approved 2004
Beginning Balance	\$301,845.60	\$965,816.60	\$489,747.85	\$557,971.05	\$550,926.05	\$540,306.05	\$415,985.05	\$2,648,430.13	\$464,890.26	\$465,740.26	\$452,965.26	\$453,815.26	\$301,845.60	\$301,845.60
SOURCES OF FUNDS														
Kress District	2,379.21	0.00	32.73	0.00	0.00	0.00	3,799.72	0.00	0.00	0.00	0.00	0.00	\$6,211.66	\$5,699.58
Newtown District	23,756.01	0.00	0.00	0.00	0.00	0.00	38,714.38	0.00	0.00	0.00	0.00	0.00	\$62,470.39	\$58,071.57
Al Ricken Drive District	376,654.81	0.00	10,019.48	0.00	0.00	0.00	1,561,785.93	0.00	0.00	0.00	0.00	0.00	\$1,948,460.22	\$1,585,652.60
Old Town District	2,792.21	0.00	10,567.19	0.00	0.00	0.00	159,206.63	0.00	0.00	0.00	0.00	0.00	\$172,566.03	\$238,809.95
North Main District	19,464.77	0.00	21,910.57	0.00	0.00	0.00	69,564.97	0.00	0.00	0.00	0.00	0.00	\$110,940.31	\$104,347.46
Roosevelt District	211,787.32	0.00	0.00	0.00	0.00	0.00	299,173.21	0.00	0.00	0.00	0.00	0.00	\$510,960.53	\$448,759.81
Central Corridor District	30,116.60	0.00	27,212.51	0.00	0.00	0.00	227,646.24	0.00	0.00	0.00	0.00	0.00	\$284,975.35	\$342,827.69
General 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	\$0.00
Interest Income	282.13	264.17	282.65	1,000.00	1,000.00	1,000.00	1,000.00	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00	\$11,328.95	\$14,500.00
TOTAL	667,233.06	264.17	70,025.13	1,000.00	1,000.00	1,000.00	2,360,891.08	2,500.00	1,000.00	1,000.00	1,000.00	1,000.00	\$3,107,913.44	\$2,798,668.66
CASH AVAILABLE	\$969,078.66	\$966,080.77	\$559,772.98	\$558,971.05	\$551,926.05	\$541,306.05	\$2,776,876.13	\$2,650,930.13	\$465,890.26	\$466,740.26	\$453,965.26	\$454,815.26	\$3,409,759.04	\$3,100,514.26
APPLICATION OF FUNDS														
Kress District	0.00	2,379.21	0.00	0.00	0.00	0.00	0.00	3,799.72	0.00	0.00	0.00	0.00	\$6,178.93	\$5,699.58
Newtown District	0.00	23,756.01	0.00	0.00	0.00	0.00	0.00	38,714.38	0.00	0.00	0.00	0.00	\$62,470.39	\$58,071.57
Al Ricken Drive District	0.00	376,654.81	0.00	0.00	0.00	0.00	0.00	1,561,785.93	0.00	0.00	0.00	0.00	\$1,938,440.74	\$1,585,652.60
Old Town District	0.00	13,129.41	0.00	0.00	0.00	0.00	0.00	159,206.63	0.00	0.00	0.00	0.00	\$172,336.04	\$238,809.95
North Main District	0.00	19,464.77	0.00	0.00	0.00	0.00	0.00	69,564.97	0.00	0.00	0.00	0.00	\$89,029.74	\$104,347.46
Roosevelt District	0.00	7,890.00	1,376.20	4,770.00	4,770.00	125,171.00	125,171.00	125,172.00	0.00	0.00	0.00	49,395.81	\$443,716.01	\$448,759.81
Central Corridor	0.00	32,851.90	95.68	0.00	6,700.00	0.00	0.00	227,646.24	0.00	10,500.00	0.00	0.00	\$277,793.82	\$364,027.69
General Funds	3,262.06	201.43	330.05	3,225.00	100.00	100.00	3,225.00	100.00	100.00	3,225.00	100.00	100.00	\$14,068.54	\$13,700.00
Bank Charges	0.00	5.38	0.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	\$455.38	\$600.00
TOTAL	3,262.06	476,332.92	1,801.93	8,045.00	11,620.00	125,321.00	128,446.00	2,186,039.87	150.00	13,775.00	150.00	49,545.81	\$3,004,489.59	\$2,819,668.66
ENDING BALANCE	\$965,816.60	\$489,747.85	\$557,971.05	\$550,926.05	\$540,306.05	\$415,985.05	\$2,648,430.13	\$464,890.26	\$465,740.26	\$452,965.26	\$453,815.26	\$405,269.45	\$405,269.45	\$280,845.60

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of October, 2003, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "the City"; and the Pocatello Development Authority, an urban renewal agency under the laws of the State of Idaho, hereinafter referred to as "PDA";

WITNESSETH:

WHEREAS, both the City and the PDA are engaged in efforts at rehabilitating properties within the city of Pocatello, including acquisition, nuisance abatement, demolition, redevelopment, and rehabilitation of various areas; and

WHEREAS, the parties have decided to work together on a major project within an Urban Renewal Area of the City, to be referred to as the "Triangle Redevelopment" to remove slum and blight conditions from the area and to take measures to encourage redevelopment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The City and the PDA agree to undertake a cooperative program of property acquisition, building demolition, nuisance abatement, and redevelopment for the Triangle, which consists of all of Blocks 342 and 343 and a portion of Block 328 of the original Pocatello Townsite.
2. The PDA agrees to provide a total of \$150,000.00 for the project and the City agrees to provide approximately \$92,000 of Community Development Block Grant (CDBG) funds and approximately \$61,000.00 in other City funds.
3. The parties agree that any property acquired shall be deeded to the PDA and that the purchase of these properties is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

FILE COPY

4. PDA agrees that the purpose of the project is to redevelop the area as a whole, and to that end, agrees to retain ownership and to refrain from renting or otherwise allowing use of individual parcels until such time as the redevelopment project comes to fruition and the properties can be sold together. Provided however, that the parties agree that this prohibition does not apply to the portion of Block 328 because of its potential for earlier use by adjacent property owners in conjunction with the redevelopment of this area.

5. The parties agree that parcels acquired with CDBG funds will be used to meet one of the national objectives outlined by HUD (benefiting low to moderate income persons, preventing or eliminating slums or blight, meeting community needs because of urgent conditions that exist which pose an immediate threat to the health or welfare of the community). In the event the stated objectives are not met, PDA agrees to an appraisal of the entire redevelopment area within 90 days of any changes in use or ownership and agrees to refund the CDBG fund the fair market value for individual parcels on a pro-rated basis as necessary to meet federal requirements and as set out in Paragraphs 6 & 7 below.

6. The parties agree that the CDBG-funded parcels requiring recovery of full fair market value include the South half of Lot 2 and all of Lot 3; Lot 6; Lots 7 and 8; and Lots 9 and 10; identified by parcel numbers on the attached Exhibit A as Parcels 9, 12, 13, and 14.

7. PDA further acknowledges the requirements for appraisal and recovery of the full market values for the other City-funded parcels and agrees to the same recovery methodology described in Paragraph #6 above for the following parcels in Block 343: Lots 11 and 12 and the west 55 feet of Lot 1 and the west 55 feet of the north half of Lot 2; Lots 1 and 2 of Block 342, and Lots 15 and 16 of Block 328. (See Exhibit A, parcels 17, 18, 7, 4, and 1.)

8. The parties acknowledge that 73% of the costs of acquisition of Lots 4 and 5, Block 342, were borne by PDA. Therefore, the parties agree that after appraisal, the City shall

be entitled to recovery of a sum equal to 27% of the full market value for Lots 4 and 5, Block 342. (See Exhibit A, parcel 6)

9. The parties agree that recovery of costs for the PDA-funded properties (Lot 3, Block 343, Lots 4, 5, 13, 14, 15-18, and the east 85 feet of Lot 1 and the east 85 feet of the north half of Lot 2, Block 343 will be entirely at the discretion of PDA. (See Parcel numbers 5, 10, 11, 16, 15, and 8 on Exhibit A)

10. PDA agrees to provide an area at the corner of North 3rd Avenue and Lander Street as a public historical easement area sufficient to accommodate a sign, plaque, or similar historical monument commemorating the area as required by the State Historic Preservation Office and in conformity with Department of Housing and Urban Development environmental review standards. PDA further agrees to allow a portion of the area currently occupied by a billboard structure to continue to be used for the billboard by means of a lease or other agreement with the owner of the structure.

11. The parties acknowledge that this agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570, Part I, and agree that no person shall be subject to discrimination as defined in the federal acts and regulations in regard to the sale, lease or rental, use or occupancy of the parcels of land, or of any improvements thereon or to be made thereon.

12. The City acknowledges that redevelopment may be dependent upon combining the two blocks and the intervening street into one parcel, and to that end, agrees to initiate rezoning procedures to rezone both Blocks 342 and 343 as Commercial-General, to initiate a petition to vacate the alley running through Block 343, and to initiate a petition to vacate the portion of East Fremont lying between the two Blocks. PDA agrees not to oppose either the

rezoning or the public right-of way vacations and its Chairman is hereby authorized to execute any documents required for either the rezoning or vacation procedures.

13. The City agrees to initiate the requisite environmental review for all the project property.

14. PDA agrees that if the redevelopment is not under active construction within 54 months of the date of this agreement, the PDA shall deed the parcels identified in Paragraphs 7 and 8 as having been purchased with City or CDBG funds to an entity specified by the City.

15. The term of this Agreement shall be five years, beginning October 1, 2003, and ending September 30, 2008. Provided, however, that the parties agree that the agreement shall automatically terminate at the time the properties are sold and the redevelopment of the area contemplated under this agreement occurs, or if no such redevelopment occurs, upon the reimbursements and transfer of title as specified in Paragraph 14 above.

16. The Contractors agree to indemnify, hold harmless and defend the City, its agents and employees from and against all claims, damages, demands, actions, costs and charges, for injury, death, property damage and other liabilities, including attorney's fees, arising out of or by reason of any act or failure to act of Contractors hereunder. The City agrees to indemnify, hold harmless and defend the Contractors, their agents and employees from and against all claims, damages, demands, actions, costs and charges, for injury, death, property damage and other liabilities, including attorney's fees, arising out of or by reason of any act or failure to act of the City.

17. This Agreement and Exhibit embody the entire agreement between parties and shall not be altered except in writing signed by both parties.

18. This Agreement shall be governed by the laws of the State of Idaho.



Exhibit A
 North 3rd Parcel Assembly Area

1:1500



- Area Boundary
- CDBG-Funded
- PDA-Funded
- Trust-Funded

The City of Pocatello does not guarantee any information contained in this map to be an accurate representation of actual conditions.

No reproduction of this material in any form is authorized without written consent of the City of Pocatello.

POCATELLO DEVELOPMENT AUTHORITY

REVENUE ALLOCATION (TAX INCREMENT) BONDS, 2000 SERIES A

REQUISITION PURSUANT TO BOND ORDINANCE

Wells Fargo Bank
MAC U1859-031
999 Main Street, 3rd Floor
Boise, Idaho 83702
Attn: Corporate Trust Services

COPY

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of July 27, 2000, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: E-51
2. Payment is due to: Kiggins Concrete
3. The amount to be disbursed is: \$12,417.24
4. The funds are being disbursed from the Revenue Allocation Fund per Section 9 of the Ordinance for repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area. An amount equal to the aggregate of the next payment of principal and interest for all the outstanding bonds remain in the Revenue Allocation Fund after this disbursement.
5. All of this requested payment is for the items on the attached Schedule, which are costs of the Project. These costs have not been previously paid from the Revenue Allocation Fund or Construction Fund.

Attachments: See Attached Schedule of Costs to Requisition

DATED: April 21, 2004

POCATELLO DEVELOPMENT AUTHORITY

Authorized Representative

CITY OF POCATELLO

Authorized Representative

Terms used herein shall be as defined in the Bond Ordinance.

SCHEDULE OF COSTS TO REQUISITION
CERTIFICATE NO. E-51

COPY

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u>
Old Town Pocatello (97-A) downtown revitalization project. (pay request #4—final)	Kiggins Concrete 3610 US Hwy. 30 West Pocatello, ID 83201	12,417.24

INVOICE TOTAL \$12,417.24



The above are to be paid upon receipt by Trustee of an invoice therefor.

April 14, 2004

Mr. Harry Neuhardt
Pocatello Development Authority
1651 Alvin Ricken Dr.
Pocatello, ID 83201

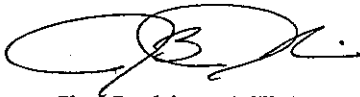
Re: Pocatello Downtown Revitalization 2003 – Contractor's Final Pay Request

Dear Mr. Neuhardt:

Enclosed is the Contractor's Final Pay Request for this project. I am submitting it to you today in anticipation of receiving final closeout documentation from the Contractor and City approval prior to your next scheduled PDA meeting. There are just a few outstanding items that should be resolved before the meeting. If not, I will so inform you and recommend not approving the Pay Request. My desire is to avoid delaying payment for another month. This project has been substantially complete and in-use by the Owner for several months. The delay in final closeout has been weather related.

Please contact me if you have any questions.

Sincerely,



Jim Jenkins, ASLA
Myers/Anderson Architects

tjj
Enclosure

APPLICATION AND CERTIFICATE FOR PAYMENT AIA DOCUMENT G702 (Instructions on reverse side) PAGE ONE OF PAGES

TO OWNER: City of Pocatello & PDA
 PROJECT: Downtown Revitalization
 APPLICATION NO.: 4
 PERIOD TO: 4-31-2004
 PROJECT NOS.:
 FROM CONTRACTOR: Kiggins Concrete
 VIA ARCHITECT: Myers & Anderson
 CONTRACT DATE: 9-1-2003
 CONTRACT FOR:

Distribution to:
 OWNER
 ARCHITECT
 CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM\$ 198,000.00
2. Net change by Change Orders\$ 1092.24
3. CONTRACT SUM TO DATE (Line 1 ± 2)\$ 199,092.24
4. TOTAL COMPLETED & STORED TO DATE\$ 199,092.24
(Column G on G703)
5. RETAINAGE:
 - a. 5% of Completed Work\$ 9954.61
(Columns D + E on G703)
 - b. % of Stored Material\$
(Column F on G703)
 Total Retainage (Line 5a + 5b or Total in Column I of G703)\$ 9954.61
6. TOTAL EARNED LESS RETAINAGE\$ 189,137.63
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)\$ 186,675.00
8. CURRENT PAYMENT DUE\$ 12,417.24
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6)\$ -0.00-

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
 By: [Signature] Date: 4-12-04

State of:
 County of:
 Subscribed and sworn to before me this _____ day of _____

Notary Public:
 My Commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED\$ 12,417.24

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:
 By: [Signature] Date: 4.14.04

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



Downtown Revitalization 2003

Schedule of Values

Period Start Date: 1/1/2004 Period End Date: 4/31/2004

Progress Payment #4 (4/12/04) Final

TO: Pocatello Development Authority, 911 N. 7th Ave. Pocatello, Id 83201

Phone: 208-232-3741 Fax: 208-232-3782

FROM: RIGGINS CONCRETE, 3610 HWY 30 W, POCATELLO, ID 83201, (208) 233-9165

Item #	Qty	Description	\$ Complete	% Complete	\$ Remaining	Contract \$
UP Area						
1	172.5	L.F. of Curb and Gutter	3450.00	100.0%	0.00	3450.00
2	300	S.F. of Approach	1350.00	100.0%	0.00	1350.00
3	1500	S.F. of 4" City Sidewalk	5250.00	100.0%	0.00	5250.00
4	1600	S.F. of 6" City Sidewalk	7200.00	100.0%	0.00	7200.00
5	5000	S.F. of Asphalt Patch	10000.00	100.0%	0.00	10000.00
6	304	L.F. of Spill Gutter	6080.00	100.0%	0.00	6080.00
7	50	L.F. of Curb and Gutter	1000.00	100.0%	0.00	1000.00
8	2	Handicap Ramps	1000.00	100.0%	0.00	1000.00
9	299	L.F. of Spill Gutter	5980.00	100.0%	0.00	5980.00
10	79	L.F. of Curb and Gutter	1580.00	100.0%	0.00	1580.00
11	1495	S.F. of 5', 6" City Sidewalk	6727.50	100.0%	0.00	6727.50
12	2	Handicap Ramps	1000.00	100.0%	0.00	1000.00
Light Pole Area						
13	8400	S.F. of Asphalt Patch and Trench	21000.00	100.0%	0.00	21000.00
14	1000	S.F. of concrete saw and Patch @ Light poles	5000.00	100.0%	0.00	5000.00
15	41	Ea. Light Pole Bases	10250.00	100.0%	0.00	10250.00
16	4	Ea. Remove existing Light Pole Bases	1000.00	100.0%	0.00	1000.00
17	1	L.S. Trees	15500.00	100.0%	0.00	15500.00
18	1	L.S. Irrigation System	22100.00	100.0%	0.00	22100.00
19	1	L.S. Electrical Package	59000.00	100.0%	0.00	59000.00
20	3300	L.F. for Sawcut	1485.00	100.0%	0.00	1485.00
21	1	L.S. of Mobilization & Band	8000.00	100.0%	0.00	8000.00
22	1	L.S. Traffic Control	2547.50	100.0%	0.00	2547.50
ALT1	1	L.S. Tree Grates	1500.00	100.0%	0.00	1500.00
CO	1	Change Order #2	1092.24	100.0%	0.00	1092.24
TOTALS.....			199092.24	100.0%	0.00	199092.24

Original Contract Amount	198000.00
Approved Change Orders/ PLUS EXTRA'S	1092.24
Adjusted Contract Amount	199092.24
Value of Work Completed to Date/or Material @ Site	199092.24
Value of Change Orders Completed to Date	1092.24
Total to Date (____% Complete)	199092.24
Less Amount Retained (5%)	9954.61
Total Less Retainage	189137.63
Less Previous Payments	186675.00
Balance to Finish, Including Retainage	9954.61

Amount Due this Request	2462.63
Amount Retainage Due	9954.61
Interest on amount Due	0.00
Total Amount Due	12417.24

**TIF INCREMENT BREAKDOWN
Inception to Current Valuation
April 2004**

DISTRICT	CREATION YEAR	ENDING YEAR	BASE VALUATION	CURRENT VALUATION	CONSTRUCTION VALUE	INCREMENT TO PDA (to date)	PROJECTS	KNOWN JOBS
Domsea	1988	1999	376,491.00	238,784.00	-\$137,707.00	\$69,275.87	sewer improvements, water upgrades	
Main & Bonneville	1988	1993	50,000 (sale price)	2,170,500.00	\$2,120,500.00	\$0.00	curb, gutter, sidewalk, streetscape	d
Kress	1990	2007	43,581.00	328,684.00	\$285,103.00	\$77,436.41	owner improvements, building rehab	
Gateway West	1989	1999	4,378,588.00	6,856,579.00	\$2,477,991.00	\$602,281.50	sewer upgrade, water line replacement, repair equipment	
Varsity Square	1997	2001	2,159,862.00	3,065,442.00	\$905,580.00	\$64,009.04	curb, gutter, sidewalk, streetscape	38
Roosevelt	1997	2006	1,298,309.00	23,745,958.00	\$22,447,649.00	\$1,191,653.95	curb, gutter, sidewalks, traffic signal	a 205
Central Corridor	2000	2009	14,624,134.00	36,412,348.00	\$21,788,214.00	\$1,359,374.35	roads, water, sewer, parking, property access	
Newtown	1991	2009	648,186.00	3,487,461.00	\$2,839,275.00	\$550,488.97	curbs, gutters, sidewalks, utility upgrades	b
Alvin Ricken	1996	2009	65,565,274.00	132,567,322.00	\$67,002,048.00	\$11,956,912.37	roads, water, sewer, gas, parking, land acquisition, lighting, electric upgrade, building--AMIS	b 764
Old Town	1997	2009	19,845,526.00	35,242,599.00	\$15,397,073.00	\$1,593,253.35	streetscape, curb, gutter, lighting, building façade	b,c 300
North Main	1997	2009	1,085,677.00	6,305,296.00	\$5,219,619.00	\$464,379.11	building facade, water, sewer, streetscape, parking, fiberoptics, demolition	b,c 800
NOTES:					Totals:	\$140,345,345.00	\$17,929,064.92	2,107

- a Original base valuation in the Roosevelt District prior to demolition was \$2,536,002.00.
- b Total construction value in 1999 of four districts included in the Central Corridor equaled \$135,060,358.00.
- c Original ending date for Old Town District was 2023, and 2011 for the North Main District.
- d The purpose of the Main & Bonneville project was to revitalize a vacant lot in Old Town Pocatello.

TIF INCREMENT BREAKDOWN
Inception to Current Valuation
April 2004

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Main & Bonneville	1988	1993	50,000 (sale price)	2,170,500.00	\$2,120,500.00	\$0.00	curb, gutter, sidewalk, streetscape	d
Kress	1990	2007	43,581.00	328,684.00	\$285,103.00	\$77,436.41	owner improvements, building rehab	
Gateway West	1989	1999	4,378,588.00	6,856,579.00	\$2,477,991.00	\$602,281.50	sewer upgrade, water line replacement, repair equipment	
Varsity Square	1997	2001	2,159,862.00	3,065,442.00	\$905,580.00	\$64,009.04	curb, gutter, sidewalk, streetscape	38
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Old Town	1997	2009	19,845,526.00	35,242,599.00	\$15,397,073.00	\$1,593,253.35	streetscape, curb, gutter, lighting, building façade	b,c 300
North Main	1997	2009	1,085,677.00	6,305,296.00	\$5,219,619.00	\$464,379.11	building facade, water, sewer, streetscape, parking, fiberoptics, demolition	b,c 800
NOTES:				Totals:	\$140,345,345.00	\$17,929,064.92		2,107

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IRON TRIANGLE REDEVELOPMENT PROJECT

DATE DESCRIPTION AMOUNT BALANCE

DATE	DESCRIPTION	AMOUNT	BALANCE
9/10/2002	Project Approval		\$150,000.00
12/17/2003	Property Purchase	50,000.00	\$100,000.00
12/19/2003	Property Tax Pymt.	920.49	\$99,079.51

October 15, 2003

7. Miscellaneous Financial Matters. The latest bill from the City for Cheyenne Crossing work was presented for payment. **It was MSC (Schroeder, Brown)** to approve payment. Requisition 3-35 for Tuscany Development (South Cliffs project) was presented for approval. **It was MSC (Chase, Schroeder)** to authorize the requisition in the amount of \$158,643.46.

8. Elections. Brief discussion as to candidates. **It was MSC (Monroe, Brown)** to nominate, select, and elect by unanimous consent the current officers and staff. [H. Neuhardt as Chair, S. Brown as Vice-Chair, R. Valentine as Secretary, C. DeWall as financial manager, and R. Burstedt as Executive Director]. Additionally, members discussed the renewal of the agreement with Bannock Development and **it was MSC** to renew the agreement for services through September 30, 2004.

9. Associated Foods Urban Renewal Area. Robert Chambers explained that there is a request for a new Urban Renewal Area and revenue allocation district for the Associated Foods site at the corner of Yellowstone and Quinn. There is a proposal to demolish the current structure, revamp the intersection, and build a new structure. The specific project information from the developer has not yet arrived, so no further discussion is possible, but members generally concurred that the site appeared to qualify for an urban renewal area designation.

10. Miscellaneous.

PDA members requested that Robert and his staff continue the process for the previously-approved amendment to the Consolidated Central Corridor area and to obtain more information from the owners of the Hospital Way site for the Board to consider.

It was MSC (Schroeder, Brower) to approve repayment to the City of \$50,000 expended for the acquisition of a deteriorated property near the "Iron Triangle" site under a previously-approved acquisition program for this area. Tim Tingey reviewed the program and noted that PDA had committed the sum of \$50,000 per year over the course of three years for acquisition of properties in the area; he is requesting a "compression" of the remaining \$100,000 to be made available in the next year. **It was MSC (Schroeder, Monroe; Brown dissenting)** to approve so doing.

Adjournment. There being no further business, the meeting was adjourned at 2:00 p.m.

Rayna Valentine

DEVELOPMENT AGREEMENT

THIS AGREEMENT is made and entered into this 16th day of October, 2003, by and between the City of Pocatello, a municipal corporation of Idaho, hereinafter referred to as "the City"; and the Pocatello Development Authority, an urban renewal agency under the laws of the State of Idaho, hereinafter referred to as " PDA";

WITNESSETH:

WHEREAS, both the City and the PDA are engaged in efforts at rehabilitating properties within the city of Pocatello, including acquisition, nuisance abatement, demolition, redevelopment, and rehabilitation of various areas; and

WHEREAS, the parties have decided to work together on a major project within an Urban Renewal Area of the City, to be referred to as the "Triangle Redevelopment" to remove slum and blight conditions from the area and to take measures to encourage redevelopment;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. The City and the PDA agree to undertake a cooperative program of property acquisition, building demolition, nuisance abatement, and redevelopment for the Triangle, which consists of all of Blocks 342 and 343 and a portion of Block 328 of the original Pocatello Townsite.
2. The PDA agrees to provide a total of \$150,000.00 for the project and the City agrees to provide approximately \$92,000 of Community Development Block Grant (CDBG) funds and approximately \$61,000.00 in other City funds.
3. The parties agree that any property acquired shall be deeded to the PDA and that the purchase of these properties is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

4. PDA agrees that the purpose of the project is to redevelop the area as a whole, and to that end, agrees to retain ownership and to refrain from renting or otherwise allowing use of individual parcels until such time as the redevelopment project comes to fruition and the properties can be sold together. Provided however, that the parties agree that this prohibition does not apply to the portion of Block 328 because of its potential for earlier use by adjacent property owners in conjunction with the redevelopment of this area.

5. The parties agree that parcels acquired with CDBG funds will be used to meet one of the national objectives outlined by HUD (benefiting low to moderate income persons, preventing or eliminating slums or blight, meeting community needs because of urgent conditions that exist which pose an immediate threat to the health or welfare of the community). In the event the stated objectives are not met, PDA agrees to an appraisal of the entire redevelopment area within 90 days of any changes in use or ownership and agrees to refund the CDBG fund the fair market value for individual parcels on a pro-rated basis as necessary to meet federal requirements and as set out in Paragraphs 6 & 7 below.

6. The parties agree that the CDBG-funded parcels requiring recovery of full fair market value include the South half of Lot 2 and all of Lot 3; Lot 6; Lots 7 and 8; and Lots 9 and 10; identified by parcel numbers on the attached Exhibit A as Parcels 9, 12, 13, and 14.

7. PDA further acknowledges the requirements for appraisal and recovery of the full market values for the other City-funded parcels and agrees to the same recovery methodology described in Paragraph #6 above for the following parcels in Block 343: Lots 11 and 12 and the west 55 feet of Lot 1 and the west 55 feet of the north half of Lot 2; Lots 1 and 2 of Block 342, and Lots 15 and 16 of Block 328. (See Exhibit A, parcels 17, 18, 7, 4, and 1.)

8. The parties acknowledge that 73% of the costs of acquisition of Lots 4 and 5, Block 342, were borne by PDA. Therefore, the parties agree that after appraisal, the City shall

be entitled to recovery of a sum equal to 27% of the full market value for Lots 4 and 5, Block 342. (See Exhibit A, parcel 6)

9. The parties agree that recovery of costs for the PDA-funded properties (Lot 3, Block 343, Lots 4, 5, 13, 14, 15-18, and the east 85 feet of Lot 1 and the east 85 feet of the north half of Lot 2, Block 343 will be entirely at the discretion of PDA. (See Parcel numbers 5, 10, 11, 16, 15, and 8 on Exhibit A)

10. PDA agrees to provide an area at the corner of North 3rd Avenue and Lander Street as a public historical easement area sufficient to accommodate a sign, plaque, or similar historical monument commemorating the area as required by the State Historic Preservation Office and in conformity with Department of Housing and Urban Development environmental review standards. PDA further agrees to allow a portion of the area currently occupied by a billboard structure to continue to be used for the billboard by means of a lease or other agreement with the owner of the structure.

11. The parties acknowledge that this agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and of 24 CFR 570, Part I, and agree that no person shall be subject to discrimination as defined in the federal acts and regulations in regard to the sale, lease or rental, use or occupancy of the parcels of land, or of any improvements thereon or to be made thereon.

12. The City acknowledges that redevelopment may be dependent upon combining the two blocks and the intervening street into one parcel, and to that end, agrees to initiate rezoning procedures to rezone both Blocks 342 and 343 as Commercial-General, to initiate a petition to vacate the alley running through Block 343, and to initiate a petition to vacate the portion of East Fremont lying between the two Blocks. PDA agrees not to oppose either the

rezoning or the public right-of way vacations and its Chairman is hereby authorized to execute any documents required for either the rezoning or vacation procedures.

13. The City agrees to initiate the requisite environmental review for all the project property.

14. PDA agrees that if the redevelopment is not under active construction within 54 months of the date of this agreement, the PDA shall deed the parcels identified in Paragraphs 7 and 8 as having been purchased with City or CDBG funds to an entity specified by the City.

15. The term of this Agreement shall be five years, beginning October 1, 2003, and ending September 30, 2008. Provided, however, that the parties agree that the agreement shall automatically terminate at the time the properties are sold and the redevelopment of the area contemplated under this agreement occurs, or if no such redevelopment occurs, upon the reimbursements and transfer of title as specified in Paragraph 14 above.

16. The PDA agrees to indemnify, hold harmless and defend the City, its agents and employees from and against all claims, damages, demands, actions, costs and charges, for injury, death, property damage and other liabilities, including attorney's fees, arising out of or by reason of any act or failure to act of PDA hereunder. The City agrees to indemnify, hold harmless and defend the PDA, its agents and employees from and against all claims, damages, demands, actions, costs and charges, for injury, death, property damage and other liabilities, including attorney's fees, arising out of or by reason of any act or failure to act of the City.

17. This Agreement and Exhibit embody the entire agreement between parties and shall not be altered except in writing signed by both parties.

18. This Agreement shall be governed by the laws of the State of Idaho.



PLANNING & DEVELOPMENT SERVICES

911 North 7th Avenue P.O. Box 4169
Pocatello, Idaho 83205-4169

INVOICE

Date: May 5, 2004
Request for Payment: Pocatello Development Authority
Submitted By: City of Pocatello, Planning and Development Services

For Iron Triangle Property Acquisition:

See attached spreadsheet itemizing costs. The property purchases were funded by City Community Development Block Grant (CDBG) funds and PDA funds. Property acquisition costs were assigned based on parameters established by the Department of Housing and Urban Development for the CDBG program.

Total: \$63,533.89

Submitted By: Tim Tingey, Division Manager
Neighborhood & Community Services
City of Pocatello
911 N. 7th
Pocatello, ID 83205

**Plan Review/
Planning Services**
Phone: (208) 234-6161
Fax: (208) 234-6257
(208) 234-6586

**Neighborhood &
Community Services**
Phone: (208) 234-6185
Fax: (208) 234-6586

IRON TRIANGLE PURCHASES 11/13/03 to 5/5/04:

	#1 430 No. 3rd Ave Doster	#8 343 N. 3rd McCormack	#11 333 N. 3rd Sanford	#7 Behind 355 N. 3rd McDevitt
Initial Appraisal	\$ 13,900	\$ 26,900	34,000	6,800
Review County Appraisal	\$ 10,500	\$ 29,100	8,250?	\$ 3,600
Appraisal Fees Paid	\$ 150	\$ 150	150	\$ 150
Taxes Paid After Purchase	\$ 57	\$ 220	\$ 68.45	52.30 approx.
Purchase Price / per sq. ft	13,900/1.65	\$28,000/7.32	\$34,000/8.10	\$5200/2.10
Title Ins / Closing Cost	352	448	497	328
Demolition Costs - Grant	NA			
Size of Lot	60x140 (8400)	45x85 (3825)	30 x 140 (4200)	55x45(2475)
Moving Related Expenses	N/A	Pending	Pending	NA
Total Cost	\$ 14,458.60	\$ 28,818.44	\$34,715.45	5730.3
Recoverable Value @ 1.85	15,540	7,076	7,770	\$ 4,579
Source of Funding	955	PDA	PDA	955
PDA Share Paid	NA--955	No	No	NA--955
Dev. Agreement Recording #				NA--955
Deed Recording	20405780	20407874		
Closing Date	3/23/2004	4/19/2004	5/3/2004	4/28/04?
	TOTAL EXPENDED ON THESE 4 PARCELS:			83,722.79
	PDA SHARE:			\$63,533.89
<p>*The Property Development Agreement for these parcels specifies that (once a developer is identified) an appraisal will be conducted to determine the actual recoverability that will occur at the time the property is transferred and begins redevelopment. The actual amount of "recoverability" will be the greater amount of either the estimate shown here or a proration (by square footage) of the updated appraisal. The CDBG recoverability is federally required, the 955 trust fund purchases are also recoverable; it will remain the PDA's decision whether to recover the cleared land's value (presently estimated at \$34,965) or "forgive" the investment as a development incentive.</p>				
<p>NOTE: CDBG will separately pay the relocation/demolition expenses on these parcels as well as provide ongoing staff support.</p>				

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

B. TYPE OF LOAN		
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FMHA	3. <input type="checkbox"/> CONV. UNINS.
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> CONV. INS.	
6. FILE NUMBER: 3010410128		7. LOAN NUMBER:
8. MORTGAGE INS. CASE NO.:		

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Pocatello Development Authority
1651 Alvin Ricken Drive, Pocatello, ID 83201

E. NAME & ADDRESS OF SELLER: Kerry McCormack
321 Arrowrock Lane, Boise, ID 83705

F. NAME & ADDRESS OF LENDER:

G. PROPERTY LOCATION: 355 N. 3rd Avenue, Pocatello, ID 83201

H. SETTLEMENT AGENT: Alliance Title & Escrow
PLACE OF SETTLEMENT: 312 W. Center, P.O. Box 1176, Pocatello, ID 83204 (208) 232-6163

I. SETTLEMENT DATE: 4/19/2004 Final

DATE: 04/16/04
 FUNDIDEST: 955-9704-
 ACCT. #: 500-82-01
 PROJECT #: 00780 F03031
 AMOUNT: 28,227.56
 AFFIDIT: Jd BT

FOR: 70%

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract sales price	28,000.00	401. Contract sales price	28,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower: (line 1400)	448.00	403.	
104.		404.	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower:	28,448.00	420. Gross Amount Due To Seller:	28,000.00
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Property Tax-2003 Second Half Taxes	369.38
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/04 to 04/19/04	220.44	511. County taxes 01/01/04 to 04/19/04	220.44
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower:	220.44	520. Total Reductions In Amount Due Seller:	589.52
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	
301. Gross amount due from borrower (line 120)	28,448.00	601. Gross amount due to seller (line 420)	28,000.00
302. Less amount paid by/for borrower (line 220)	220.44	602. Less reductions in amount due seller (line 520)	589.52
303. Cash (X)FROM ()TO Borrower:	28,227.56	603. Cash (X)TO ()FROM Seller:	27,410.48

Previous Edition Is Obsolete Form No. 1541

1307			
1308			
1309			
1310			
1311			

A. U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT

B. TYPE OF LOAN

1. FHA 2. FMHA 3. CONV. UNINS.
 4. VA 5. CONV. INS.
 6. FILE NUMBER: 3010410324 7. LOAN NUMBER:
 8. MORTGAGE INS. CASE NO.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals.

D. NAME & ADDRESS OF BORROWER: Pocatello Development Authority
1651 Alvin Rickes Drive, Pocatello, ID 83201

E. NAME & ADDRESS OF SELLER: Thomas A. Sanford and Beverly Sanford
123 Plateau Drive, Pocatello, ID 83204-4821

DATE: 04/20/04
 FUND/DEPT: 955-9704
 ACCT. #: 500-82-01
 PROJECT #: E03031
 AMOUNT: 34,428.55

FOR TO

F. NAME & ADDRESS OF LENDER:

G. PROPERTY LOCATION: 333 N. 3rd Avenue, Pocatello, ID 83201

H. SETTLEMENT AGENT: Alliance Title & Escrow
PLACE OF SETTLEMENT: 312 W. Center, P.O. Box 1176, Pocatello, ID 83204 (208) 232-6163

I. SETTLEMENT DATE: 4/15/2004 Final

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due From Borrower:		400. Gross Amount Due To Seller:	
101. Contract sales price	34,000.00	401. Contract sales price	34,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	497.00	403. GROUP	
104.		404. TRANS	
105.		405.	
Adjustments For Items Paid By Seller In Advance:		Adjustments For Items Paid By Seller In Advance:	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower:	34,497.00	420. Gross Amount Due To Seller:	34,000.00
200. Amounts Paid By Or In Behalf Of Borrower:		500. Reductions In Amount Due To Seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506. Property Tax-2003 Second Half Taxes	118.97
207.		507.	
208.		508.	
209.		509.	
Adjustments For Items Unpaid By Seller:		Adjustments For Items Unpaid By Seller:	
210. City/town taxes to		510. City/town taxes to	
211. County taxes 01/01/04 to 04/15/04	68.45	511. County taxes 01/01/04 to 04/15/04	68.45
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For U Borrower:	68.45	520. Total Reductions In Amount Due Seller:	187.42
300. Cash At Settlement From/To Borrower:		600. Cash At Settlement From/To Seller:	
301. Gross amount due from borrower (line 120)	34,497.00	601. Gross amount due to seller (line 420)	34,000.00
302. Less amount paid by/for borrower (line 220)	68.45	602. Less reductions in amount due seller (line 520)	187.42
303. Cash (X) FROM () TO Borrower:	34,428.55	603. Cash (X) TO () FROM Seller:	33,812.58

Handwritten note: I figured I might as well do this now, while it's fresh in my

9MT6