

POCATELLO DEVELOPMENT AUTHORITY
Board of Commissioners Meeting
March 15, 2006
11:00 a.m.

City Hall
911 North 7th Avenue

11:00 a.m. Council Chambers

Call to Order – Chairman Brown

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 February 15, 2006 – Motion to Approve and/or Amend

Financial Report: February Income and Expenses

Central Corridor:

 Consider the Whitman Hotel Proposal

 Discussion and Consideration of the North 3rd Predevelopment Agreement

North Yellowstone:

 Consider Pay Request 24

Miscellaneous Items/Questions from Commissioners

Executive Session if Required

POCATELLO DEVELOPMENT AUTHORITY

February 2006

INCOME:

Newtown:	\$748.30 (Taxes Received)
Old Town:	\$7.89 (Taxes Received)
Board Disc:	\$150,000.00 (Partial Roosevelt Admin)
	\$85,000.00 (Repayment of South Cliff's Loan)
Interest Income:	\$263.51

EXPENSES:

Kress:	\$2,180.20 (Transfer to RAF)
Newtown:	\$20,994.83 (Transfer to RAF)
Old Town:	\$3,428.73 (Transfer to RAF)
Roosevelt:	\$150,000.00 (Partial Admin Fee)
Central Corridor:	\$61,763.33 (Transfer to RAF)
	\$406.40 (Bannock County correction for overpayment of taxes)
General Funds:	\$17.82 (PDA Lunch)

P.D. Courtyan Houston

DISTRICT ENDING BALANCES
February 28, 2006

Bank Balance		\$603,709.38
General Fund	24,847.19	
Discretionary Funds	500,940.99	
Kress Project	37.10	
Newtown District	748.30	
Alvin Ricken District	0.00	
Old Town District	7.89	
North Main District	0.00	
Roosevelt District	77,534.31	
Central Corridor District	-406.40	
North Yellowstone District	<u>0.00</u>	
District Totals		\$603,709.38

Pocatello Development Authority
Cash Budget - 2006

	Actual January	Actual February	Estimated March	Estimated April	Estimated May	Estimated June	Estimated July	Estimated August	Estimated September	Estimated October	Estimated November	Estimated December	Current Estimate 2006	Approved 2006
Beginning Balance	\$347,400.24	\$606,480.99	\$603,709.38	\$528,859.38	\$525,884.38	\$522,534.38	\$522,684.38	\$1,987,884.61	\$550,607.25	\$550,757.25	\$547,782.25	\$547,932.25	\$348,000.00	\$348,000.00
SOURCES OF FUNDS														
Kress District	2,180.19	0.00	0.00	0.00	0.00	0.00	2,591.00	0.00	0.00	0.00	0.00	0.00	\$4,771.19	\$4,771.19
Newtown District	20,994.83	748.30	0.00	0.00	0.00	0.00	28,141.44	0.00	0.00	0.00	0.00	0.00	\$49,884.57	\$49,884.57
Al Ricken Drive District	0.00	0.00	0.00	0.00	0.00	0.00	695,753.14	0.00	0.00	0.00	0.00	0.00	\$695,753.14	\$695,753.14
Old Town District	3,428.73	7.89	0.00	0.00	0.00	0.00	173,924.06	0.00	0.00	0.00	0.00	0.00	\$177,360.68	\$177,360.68
North Main District	0.00	0.00	0.00	0.00	0.00	0.00	56,465.61	0.00	0.00	0.00	0.00	0.00	\$56,465.61	\$56,465.61
Roosevelt District	178,194.08	0.00	0.00	0.00	0.00	0.00	200,601.04	0.00	0.00	0.00	0.00	0.00	\$378,795.12	\$378,795.12
Central Corridor District	61,763.33	0.00	0.00	0.00	0.00	0.00	264,039.27	0.00	0.00	0.00	0.00	0.00	\$325,802.60	\$325,802.60
North Yellowstone District	0.00	0.00	0.00	0.00	0.00	0.00	46,659.67	0.00	0.00	0.00	0.00	0.00	\$46,659.67	\$46,659.67
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
Board Disc.*	0.00	235,000.00	0.00	0.00	0.00	0.00	0.00	72,484.08	0.00	0.00	0.00	0.00	\$307,484.08	\$307,484.08
Interest Income	228.51	263.51	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	\$3,492.02	\$3,492.02
TOTAL	266,789.67	236,019.70	300.00	300.00	300.00	300.00	300.00	1,468,475.23	72,784.08	300.00	300.00	300.00	\$2,046,468.68	\$2,046,468.68
CASH AVAILABLE	\$614,189.91	\$842,500.69	\$604,009.38	\$529,159.38	\$526,184.38	\$522,834.38	\$1,991,159.61	\$2,060,668.69	\$550,907.25	\$551,057.25	\$548,082.25	\$548,232.25	\$2,394,468.68	\$2,394,468.68
APPLICATION OF FUNDS														
Kress District	0.00	2,180.20	0.00	0.00	0.00	0.00	0.00	2,591.00	0.00	0.00	0.00	0.00	\$4,771.20	\$4,771.20
Newtown District	0.00	20,994.83	0.00	0.00	0.00	0.00	0.00	28,141.44	0.00	0.00	0.00	0.00	\$49,136.27	\$49,136.27
Al Ricken Drive District	0.00	0.00	0.00	0.00	0.00	0.00	0.00	695,753.14	0.00	0.00	0.00	0.00	\$695,753.14	\$695,753.14
Old Town District	1,261.18	3,428.73	0.00	0.00	0.00	0.00	0.00	173,924.06	0.00	0.00	0.00	0.00	\$178,613.97	\$178,613.97
North Main District	0.00	0.00	0.00	0.00	0.00	0.00	0.00	56,465.61	0.00	0.00	0.00	0.00	\$56,465.61	\$56,465.61
Roosevelt District	0.00	150,000.00	0.00	0.00	0.00	0.00	0.00	242,337.25	0.00	0.00	0.00	0.00	\$392,337.25	\$392,337.25
Central Corridor	3,290.80	62,169.73	0.00	0.00	0.00	0.00	0.00	264,039.27	0.00	0.00	0.00	0.00	\$329,499.80	\$329,499.80
North Yellowstone District	0.00	0.00	0.00	0.00	0.00	0.00	0.00	46,659.67	0.00	0.00	0.00	0.00	\$46,659.67	\$46,659.67
Board Disc.	0.00	0.00	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	\$75,000.00	\$75,000.00
General Funds	3,156.94	17.82	100.00	3,225.00	3,600.00	100.00	3,225.00	100.00	100.00	3,225.00	100.00	100.00	\$17,049.76	\$17,049.76
Bank Charges	0.00	0.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	\$500.00	\$500.00
TOTAL	7,708.92	238,791.31	75,150.00	3,275.00	3,650.00	150.00	3,275.00	1,510,061.44	150.00	3,275.00	150.00	150.00	\$1,845,786.67	\$1,845,786.67
ENDING BALANCE	\$606,480.99	\$603,709.38	\$528,859.38	\$525,884.38	\$522,534.38	\$522,684.38	\$1,987,884.61	\$550,607.25	\$550,757.25	\$547,782.25	\$547,932.25	\$548,082.25	\$548,682.01	\$548,682.01

*Partial admin of the Roosevelt District will be taken in February with remainder of \$72484.08 taken in August

TO: Pocatello Development Authority Commissioners
FROM: Tim Tingey, Division Manager, Neighborhood and Community Services
DATE: March 8, 2006
RE: North 3rd Triangle Area Future Development

As discussed at the last PDA meeting, staff has prepared the attached Property Pre-development agreement for the North 3rd Triangle area with DDC LLC. The purpose of the agreement is to outline roles, expectations, responsibilities and timelines to which a selected developer and the Pocatello Development Authority will adhere prior to completing a Redevelopment Agreement. The following summarizes the basic elements of the agreement:

1. **Recitals**—defines the redevelopment project area (RPA) and outlines the authority the Pocatello Development Authority (PDA) has in assisting development efforts in the designated Central Corridor Urban Renewal Area;
2. **Agreement**—outlines obligations for negotiation for future redevelopment of this site as well as summarizing the **developer obligations** which include:
 - Providing more detailed site plans (must go to City Site Plan Review Committee) including architectural features (material types and colors);
 - Submittal of financial projections and pro-formas;
 - Development timelines;
 - A permanent land leasing and acquisition proposal;
 - If expansion of the project area occurs, presenting the PDA with information on the negotiations and appropriately facilitating relocation;
 - Seek to obtain land use processes (where required).

PDA's obligations include:

- Providing an appraisal of the site and assisting with necessary information to assist developers in preparation of the plans;
- Evaluation of development plans and financial projections with the developer as the information becomes available;
- Designate coordinators (Agency representatives) for the PDA which will include the Executive Director of the PDA and an additional City staff contact to act as liaisons to assist and cooperate with the developer in connection with the implementation of this agreement.

The document also outlines the term of the agreement which will be 90 days with options of extending up to two additional periods of 90 days each. There are also termination procedures, noticing requirements and contact information. Additionally, if the terms of the pre-development agreement are met in a satisfactory manner, a formal redevelopment agreement may be negotiated which will outline provisions for:

- Completion of any required land use process requirements with respect to the RPA;
- Leasing and acquisition terms of the RPA, including the requirement of a performance bond to ensure work completion;
- Public financing expectations and alternatives and contractual payment arrangements;
- Design of the project, consistent with the designs and land uses presented to the Agency prior to the Pre-development Agreement;
- Evidence of adequate financial resources so as to assure completion of the project free of contractor liens and stop work notices;
- Other materials and documents as appropriate for the Redevelopment Agreement.

The PDA may wish to discuss any other issues that may be considered for inclusion in the agreement. There may also be more discussion related to the contractor and proposed project. **Based on this information and other comments by the PDA, staff recommends the following:**

1. **Approval of the attached Pre-Development Agreement with any changes or additions deemed appropriate by the PDA;**
2. **Designate coordinators (Agency representatives) for the PDA;**

We also would like to have a generalized discussion including direction on the potential use of public financing for this project. This will enable the developer to ascertain how the PDA feels about the possibility of using public financing for this project. Additionally, it will allow staff to determine what other public improvements the PDA may wish to consider for this area (i.e. improvement of intersection problems on Lander Street and Pocatello Avenue, placement of a screening fence along Pocatello Avenue, additional curb, gutter and sidewalk improvements in the vicinity of the site and other needed enhancements for this area).

In order to facilitate potential development of this site during the 2006 construction season, and provided the developer submits the necessary information in timely manner and the PDA agrees with all elements of the proposal, the following is a tentative schedule for this redevelopment project:

April/May PDA Meetings

1. Formal evaluation and discussion on plans and financial data of the developer;
2. Review of public financing options and recommendation on how to proceed;
3. Initiate preparation of the redevelopment agreement

June/July PDA Meetings

1. Approval of Redevelopment Agreement;
2. Construction will begin on the site with monthly reporting of project status.

PRE-DEVELOPMENT AGREEMENT

THIS PRE-DEVELOPMENT AGREEMENT (the "**Agreement**"), dated for identification purposes as of March _____, 2006 and effective as of the date of execution set forth on the signature page below, is entered into by and between the **POCATELLO DEVELOPMENT AUTHORITY**, an Urban Renewal Agency formed under the laws of the State of Idaho (hereinafter the "**Agency**") and **DDC, LLC**, An Idaho limited liability company, and/or its designated affiliates (hereinafter the "**Developer**"), for development of a real property owned by the Agency in the redevelopment project area (hereinafter the "**RPA**") of North 3rd Avenue and Pocatello Avenue, Pocatello Idaho.

1. Recitals

1.1 Developer has its principal place of business at Pocatello (Bannock County), Idaho, where it is engaged in real property development and leasing. Developer has presented a proposal which was reviewed by the Agency on February 15, 2006 that met the requirements outlined in the Request for Proposals for development of this site attached hereto as Exhibit "A".

1.2 Agency is a public body created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency, it is charged with aiding and assisting development projects that will rehabilitate physical and/or economic deterioration in areas of municipalities, specifically Pocatello, Idaho; and with encouraging such development and rehabilitation by private enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law.

1.3 Pursuant to the Idaho Urban Renewal Law, property located in Bannock County, Idaho, and more particularly described on Exhibit "B" attached to and made a part of this Agreement, is within a previously designated urban renewal area as authorized by City of Pocatello (Idaho) Resolution No. 1998-37, dated October 1, 1998 and included in Agency's Urban Renewal Plan approved by the City of Pocatello Ordinance No. 2614 on December 17, 1998, in accordance with Title 50, Chapter 20, Idaho Code, as amended (Idaho Urban Renewal Law) and Title 50, Chapter 29, Idaho Code, as amended (Local Economic Development Act of 1988). The Urban Renewal Plan includes a description of a revenue allocation area and a description of an urban renewal project consisting of the development and redevelopment of the area described in Exhibit "A." As a result of the establishment of revenue allocation areas, and by reason of its status as the applicable urban renewal agency, Agency has received and will receive certain property tax revenues allocated to it pursuant to Idaho Code §50-2908 to be used for development and rehabilitation purposes as described in the Idaho Urban Renewal Law of 1965 and the Idaho Local Economic Development Act of 1988.

1.4 The real property to be improved is an approximate 2.5 acre commercial site more specifically illustrated in Exhibit "C," which is situated within the urban renewal area described in Paragraph 1.3 above, and presently consists of vacant parcels of land near Pocatello's downtown and Old Town Historic District and 5th Avenue which is a main thoroughfare into the community. The property is subject to a property development agreement (amended March 1, 2005), between the City of Pocatello and the Agency.

1.5 The urban renewal area would benefit from the development and improvement of the property and particularly from business activity that will make full utilization of the property in

connection with businesses and residences to be located on the property. The property was seriously dilapidated and is currently under-utilized, and the surrounding area is in similar condition. Rehabilitation of the subject property will enhance the area and will hopefully serve as a catalyst for rehabilitation of property in the surrounding area.

2. Agreement

2.1 NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual obligations of the parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

2.2 **Negotiation Obligations.** During the term of this Agreement, the Agency and Developer agree to negotiate in good faith with each other in respect to the proposed development of the RPA and the contemplated Redevelopment Agreement and the terms and conditions thereof. The Agency and Developer shall use good faith efforts during the term of this Agreement to meet with each other at periodic intervals to discuss and review the Project and any documents submitted to the Agency pursuant to this Agreement and other issues reasonably related to the redevelopment project and this Agreement.

2.3 **Developer Obligations.** Without limiting the generality of Section 1 above, during the term of this Agreement, Developer agrees to:

The developer shall attend a City of Pocatello Site Plan Committee meeting to ascertain additional elements to be included in the site plan and any additional steps to be undertaken for development of this site. After this review by the Site Plan Review Committee, deliver to the Agency the reviewed site plan with any changes recommended by the City and architectural elevations and renderings of the Project (collectively, the "**Site Plan**"). The Site Plan shall include a well defined concept showing vehicular circulation and access points, amounts and location of parking, location and size of all buildings (including height and perimeter dimensions), pedestrian circulation, landscaping, architectural features (including material types and colors) utilities and storm water storage or other components as otherwise required by the Agency. The Developer shall also provide such reports and studies (including traffic studies, and investigations) as may be required by applicable City Codes and begin any land use exception processes required by the City. Upon submission by the Developer of all plans and documents in accordance with City Code, the Agency shall consider timeframes for such planning, rezoning, planned development, variances and/or other land use proceedings, hearings or publications, as may be necessary or advisable, to approve permits and expedite the development and construction of the Project.

(a) Agency acknowledges Developer's reservation of the right to revise the Site Plan from time to time to reflect changes in the development and leasing plan for the project. The Developer acknowledges the Agency's requirement for preliminary and final site plan approval by the City as set forth in the City Code.

(b) Provide to the Agency (i) one or more alternative sets of financial projections, including development cost pro forma, source and use of funds schedule and pro forma projections of income, expense and return on investment, with and without a public financing component and (ii) narratives and reports describing the fundamental economics, public benefits and other

material aspects of the project, credentials qualifying Developer, and any other information or applications customarily required.

(c) Include plans and proposed time line for development including when construction will begin, when occupancy for all phases of the project will occur, an outline of the interior leasing of the building space and a definitive proposal for acquiring the RPA. Additionally, as necessary, and at the discretion of Developer, and in accord with Title 50, Chapter 20, Idaho Code, parcels surrounding this site which may be included, provided the plans include necessary relocation measures for any displaced residents, businesses and commercial tenants.

(d) Meet periodically with representatives of the Agency to discuss and report upon Developer's progress in acquiring the properties adjacent to the RPA, proposed tenant(s) for the Project, Developer's contacts with additional owners and tenants, and the status of any negotiations or letters of intent executed with respect to those owners and/or proposed tenants.

(e) Submit to the Agency any changes to the names of its initial architects, realtors, engineers, marketing consultants, attorneys, financial consultants, contractors, and other principal development team members. Contracts with these changed team members shall be subject to the prior approval of the Agency.

2.4 **Agency Obligations.** Without limitation of the generality of Section 1 above, during the term of this Agreement the Agency agrees to:

(a) Cooperate with and assist Developer, without direct costs to the Agency, in obtaining such reports, studies and investigations and historical data with respect to the individual parcels comprising the Property and to the RPA, including without limitation, appraisals, assessments, title and other reports, surveys and physical inspections, as Developer and the Agency deem reasonably necessary or advisable.

(b) Evaluate information provided by the Developer including alterations to development plans for the Project and related matters.

(c) Authorize and request the Agency Executive Director and/or the designated Coordinator for the Agency (each, an "**Agency Representative**") to act as liaison to and assist and cooperate with Developer in connection with the implementation of this Agreement.

2.5 **Term** The initial term of this Agreement shall commence on the date this Agreement is approved by the Board of Directors of the Agency (the "**Commencement Date**") and shall expire 90 days after the latest signature date (the "**Expiration Date**"); provided however, that if, as of the initial Expiration Date, a Redevelopment Agreement for the RPA has not been finalized, but Developer demonstrates to the reasonable satisfaction of the Agency Board that Developer has been pursuing the objectives of this Agreement with good faith and reasonable diligence, the Agency Board shall be authorized to extend this Agreement for up to two additional periods of ninety days (90) days each or until such matters have been completed, whichever is earlier.

2.6 **Negotiation of Redevelopment Agreement.** The Agency and the Developer shall commence after the date of this Agreement and continue during the term hereof, to negotiate in

good faith one or more Redevelopment Agreements for the RPA. The Redevelopment Agreement(s) shall include, without limitation, provisions for:

Completion of any required land use process requirements with respect to the RPA;

Leasing and acquisition terms of the RPA, including the requirement of a performance bond to ensure work completion;

Public financing expectations and alternatives and contractual payment arrangements;

Design of the Project, consistent with the designs and land uses presented to the Agency prior to the Pre-development Agreement;

Evidence of adequate financial resources so as to assure completion of the Project free of contractor liens and stop work notices;

Other materials and documents as appropriate for the Redevelopment Agreement.

2.7 The Redevelopment Agreement shall provide in reasonable detail the tasks and timeframes to be completed by the Developer and the Agency in the development process and the projected date of completion for each such task.

3. **Agency Approvals.** Developer acknowledges and agrees that the Agency shall not be obligated to take any official action with respect to the Project beyond the approval of this Agreement and the negotiation and cooperation obligations set forth herein unless and until the parties enter into the Redevelopment Agreement. The Agency acknowledges and agrees that this Agreement does not constitute a disposition of property or exercise of control over property. Execution of this Agreement by the Agency constitutes its binding agreement to enter into a period of negotiation, according to the terms hereof, while at the same time reserving discretion to approve any Redevelopment Agreement and to make any decisions and conduct any proceedings in connection herewith. This Agreement is a public document.

4 **Termination.** The Agency may terminate this Agreement if the Developer fails to comply with and perform in a timely manner any material provisions hereof to be performed by the Developer or the Developer fails to negotiate the Redevelopment Agreement in good faith, subject to the Developer's right to cure following written notice by the Agency. The Agency shall give thirty (30) days written notice to the Developer specifying any failure of the Developer to comply with any material terms of this Agreement. The Agency shall not terminate this Agreement if the Developer commences to cure the deficiencies specified in the notice within such 30-day period and to thereafter diligently and continuously pursue such cure to completion. This Agreement shall also terminate upon any final order of a court of jurisdiction that the tax increment district under which the Plan was adopted is invalid and contrary to law. This Agreement may be terminated upon mutual written agreement of the parties.

5. **No Other Agreement.** This Agreement constitutes the entire agreement of the parties hereto with respect to the Project and the RPA and the other subject matter of this Agreement. There are no other agreements or understandings between the parties and no representations by either party to the other as an inducement to enter into this Agreement, except as expressly set forth herein. All prior negotiations, restrictions, promises, representations, warranties,

agreements, understandings, and undertakings between the parties with respect to the within subject matter are superseded by this Agreement. This Agreement may not be altered, amended, or modified except in writing executed by both parties.

6 **Notices.** Any notice which is required or which may be given hereunder shall be (i) delivered personally, (ii) sent by overnight commercial courier, (iii) sent by confirmed electronic facsimile transmission or by email, with a confirming copy by first class U.S. Mail, postage prepaid, or (iv) mailed, registered or certified U.S. mail, postage prepaid, addressed to the party to be notified, as follows:

If to the Developer: DDC, LLC
2043 East Center Street, Suite 108
P.O. Box 7
Pocatello, ID 83204
Ph: (208) 234-4028
Fax; (208) 232-7202

If to the Agency: Pocatello Development Authority
1651 Alvin Ricken Drive
Attn: Bannock Development
Corporation Executive Director
Ph: (208) 233-3500
Fax: (208) 233-0268

With copies to: Dean Tranmer
City of Pocatello
911 North 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Ph: (208) 234-6148
Fax: (208) 239-6986

AND

Tim Tingey
City of Pocatello
911 North 7th Avenue
P.O. Box 4169
Pocatello, ID 83205
Ph: (208) 234-6188
Fax: (208) 234-6586

Such notices shall be effective on the date of actual receipt (or the date of actual refusal to accept delivery) as evidenced by the delivering carrier's or courier's certification receipt with respect to delivery by (i), (ii) or (iv) above, or the next business day, if delivered by (iii) above.

7. **Authority.**

Developer represents and warrants that it has full right, power and authority to enter into and to perform this Agreement.

The Agency represents and warrants that it has full right, power and authority to enter into and to perform this Agreement.

8. **Miscellaneous.** This Agreement and the legal relations between the parties hereto shall be governed by and construed and enforced in accordance with the laws of the State of Idaho. This Agreement can only be amended by an amendment in writing signed by all the parties, and any term herein can be waived only by a written waiver signed by the party against whom such waiver is to be asserted. This Agreement may be executed in counterparts, each of which when so executed shall be deemed an original, and all of which, together, shall constitute one and the same instrument, and provided that no counterpart shall be effective until such time as at least one counterpart has been executed by each of the signatories below.

IN WITNESS WHEREOF, the Agency and the Developer have executed this Pre-development Agreement in the City of Pocatello, Bannock County, Idaho, as of the _____ day of March, 2006.

DEVELOPER:

DDC LLC, a Idaho Limited Liability Company

By: _____
Name:
Title Member:

By: _____
Name:
Title Member:

AGENCY:

POCATELLO DEVELOPMENT AUTHORITY, an urban renewal agency formed under the laws of the State of Idaho

By: _____
Name:
Title: Pocatello Development Authority Chair

ATTEST:

PDA Secretary

EXHIBIT A

**POCATELLO DEVELOPMENT AUTHORITY REQUEST FOR PROPOSALS
DOCUMENT**

EXHIBIT B

LEGAL DESCRIPTION OF PROJECT AREA

[TO BE ATTACHED]

EXHIBIT C

MAP OF TRIANGLE REDEVELOPMENT PROJECT AREA

[TO BE ATTACHED]

Exhibit A



PLANNING & DEVELOPMENT SERVICES

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

TO: Whom It May Concern

FROM: ^{BTJ} B. Tim Tingey, Division Manager, Neighborhood and Community Services

DATE: November 28, 2005

RE: Request for Qualifications and Proposals in Pocatello

The Pocatello Development Authority is issuing a Request for Qualifications and Proposals to obtain services of an experienced and creative developer to redevelop an approximate 2.5 acre commercial site in Pocatello. Enclosed is a copy of the Request for Qualifications and Proposals.

If you are interested in submitting a proposal for this project, a pre-submittal meeting will be held on Tuesday December 20, 2005 at 10:00 a.m. in the Pocatello City Council Chambers at 911 North 7th Avenue. This meeting will allow for representatives of the City of Pocatello and Pocatello Development Authority to describe the project area and clarify information outlined in the Requests for Qualifications and Proposals. The due date for the proposals/qualifications is Friday, January 20, 2006.

If you have any questions prior to the pre-submittal meeting, you may contact me at (208) 234-6188 or by email at tingey@pocatello.us.

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

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

**Permits & Licenses/
Building & Inspection
Services**
Phone: (208) 234-6158
Fax: (208) 234-6257
(208) 234-6586

**Pocatello Development Authority
Request for Qualifications/ Proposals**

I. Executive Summary

The Pocatello Development Authority is issuing a Request for Qualifications and Proposals to obtain services of an experienced and creative developer to redevelop an approximate 2.5 acre commercial site in Pocatello. The site is located near Pocatello's downtown and Old Town Historic District and 5th Avenue which is one of the main thoroughfares into the community.

The redevelopment project area was recently purchased through a partnership of the City of Pocatello and the Pocatello Development Authority (PDA). Fifteen separate parcels were acquired and an alleyway and a portion of Fremont Avenue (between North 3rd Avenue and Pocatello Avenue) were recently vacated to assemble a larger area for redevelopment. This area was also recently rezoned from Industrial to Commercial General which is more in line with the majority of surrounding land uses in the area. The redevelopment site is also located within the Central Corridor Urban Renewal Area and Tax Increment Financing district which was created in December, 1998. The Urban Renewal Area plan for this area is available for review at the City of Pocatello Planning and Development Services Department.

The Pocatello Development Authority is requesting responses which detail the developer's qualifications and proposals for site redevelopment. An important component in the evaluation process will be the development team's experience with similar projects and public/private partnerships. The proposals should specify the layout of buildings, parking, landscaping, and potential uses that would be allowed under a Commercial General zoning district. Proposals involving vehicle sales will be rejected. Respondents are not precluded from including adjacent areas not located in the site area in their concept plan(s). A pre-submittal meeting will be held on Tuesday December 20, 2005 at 10:00 a.m. at the City of Pocatello Council Chambers at 911 north 7th Avenue, and the due date for the proposals/qualifications is Friday, January 20, 2006.

A selection committee will evaluate proposals based on the submittal requirements and evaluation criteria as detailed in the RFQ/P and select a short list of respondents to interview. A recommendation will be forwarded to the Pocatello Development Authority for deliberation and final decision. The PDA reserves the right to reject any and all responses at their sole discretion.

Upon selection of a developer, the PDA will enter into a Pre-Redevelopment Agreement that governs the interim period following selection until a more comprehensive redevelopment agreement is executed.

II. Definition of Terms

Due Date: A date and time selected by the PDA for all respondents to the RFQ/P to submit their individual redevelopment proposals.

Pre-Redevelopment Agreement: An interim agreement outlining roles, expectations, responsibilities and timelines to which a selected developer and the Pocatello Development Authority will adhere prior to completing a Redevelopment Agreement.

Pre-Submittal Meeting: An opportunity to learn more about the redevelopment project area, the Central Corridor Urban Renewal Area, and the RFQ/P process.

Redevelopment Agreement: A formal legal contract between a selected developer and the PDA outlining specific obligations of both the Development Authority and developer to implement the redevelopment project.

Redevelopment Project Area: The area consists of a triangular property consisting of Blocks 343& 342 of the Original Pocatello Townsite, and bounded on the Southeast by East Lander and on the Northeast by North 3rd Avenue and on the Northwest by Pocatello Avenue with an additional 60' by 140' parcel to the Northeast in Block 328.

Selection Committee: A committee selected by the Pocatello Development Authority consisting of the PDA Chair and selected commissioners, the PDA Executive Director, and City of Pocatello staff who will evaluate proposals and make recommendations to the Pocatello Development Authority Board of Commissioners.

III. Site Information

Exhibit A depicts the boundaries of the area. The PDA owns each of the parcels and former rights-of-way depicted in the map and has demolished or relocated all buildings and equipment on the site. The site includes 15 parcels and portions of the right-of-way of the site which is located one block from the City's designated Downtown Historic District and local Business Improvement District. With the exception of the Union Pacific Railroad property and General Mills property to the west of the proposed redevelopment area, the surrounding area is currently zoned Commercial General. Most surrounding properties are retail/commercial and professional office uses. This proposal should be designed to strengthen compatibility of current uses and promote more stability in the affected neighborhood by promoting additional congruent uses.

The redevelopment area includes a number of underutilized sites and vacant sites that are targeted for redevelopment. Existing businesses range from professional office uses to parking areas to automotive repair businesses. The condition of many of the existing businesses is good but there is a need for redevelopment of the areas for the underutilized and vacant properties. No major change in the delivery of services in this area should be proposed.

IV. Project Objectives

Redevelopment of the project area should fulfill and must adhere to the objectives identified in the Central Corridor Urban Renewal Area Plan. Although the PDA is not specifying the exact use or type of development, the following elements must be taken into account to ensure a quality development for the site:

1. The PDA's goal is to redevelop the entire project area, thereby increasing property values in the area. An integrated site plan shall reflect provisions for access to properties outside of the proposal as appropriate. The property is to be developed as one site and will not be subdivided into separate parcels.

2. The site will be developed with an historic easement (an approximate 30' by 30' triangle area) on the southeasterly edge of the site (adjacent to East Lander). The proposal must allow for an eventual monument/memorial surrounded by appropriate landscaping to be maintained in perpetuity by the developers and/or future owners which depict the site as being historically significant because of the rich ethnic history of this area.

3. The overall architectural, landscape, and site design shall be of high quality, exemplifying the best of contemporary design for the type of development. Brick is preferred as the primary building material. Building designs should be attractive and reflect appropriate levels of visual interest through the use of architecturally harmonious blending of textures, colors, roof treatments, building offsets, vertical focal elements (such as major tenant entrances, corner features), and other architectural elements. The provision of windows in storefronts is strongly encouraged.

The submitted plan must conform to current City of Pocatello requirements regarding building parking and other site specifications identified in City Code. The redevelopment plan should accommodate appropriate pedestrian access to and within the site. Service and loading areas should be well screened from view.

4. The design plan should provide for the ability to update the buildings over time so that it is easy to renovate and update on a periodic basis as needed.

5. Access and streetscape enhancement is of key importance. Development plans should include proposals for these elements. Parking lot or site lighting should be compatible with that found in the nearby Downtown Historic District.

6. All signage should be coordinated and blend with the development and complement its architectural character. No off premise signage will be allowed.

V. Submittal Requirements

1. Format – Ten sets of the response shall be submitted with one complete set containing original signatures marked ORIGINAL, and left unbound. Conceptual site plans should be reduced to a minimum of 11" x 17" for inclusion in the submittal proposal. Ten additional copies of site plans, and building elevations on full size plans shall also be provided.

Failure to comply with the instructions of this RFQ/P may be cause for rejection due to non-responsiveness to the RFQ/P. The PDA reserves the right to accept or reject any or all responses and/or any part or parts thereof. The PDA further

reserves the right to seek clarification of information submitted in response to this RFQ/P.

2. **Submission Requirements** – The developer’s qualifications shall be submitted in detail. All aspects of the proposed development, including financial details, shall be included. All responses shall contain the following items and be organized with tabs that correspond to the sections enumerated below. With respect to confidentiality, the respondent may designate portions of the response which contain proprietary data and which must remain confidential. Pages should be clearly marked as confidential, if applicable.

General Qualifications:

A. **Cover Letter** – A cover letter signed by an authorized representative of the respondent which provides a summary of the development team and their approach to the project.

B. **Development Team Information** – Description of the anticipated development team structure and key development team staff (including realtor involvement if proposed). Describe the specific role key individuals will play in the development as well as the roles these individuals have played in projects identified in the Relevant Project Experience section below. The PDA recognizes that it is early in the development process and it might not be possible to identify all of the team members at this point.

C. **Relevant Project Experience** – Describe current and previous (last seven years) experience of the firm and/or development team on similar projects. Include all relevant experience in the design and implementation of developments similar to the type of development proposed. Details regarding the process used to complete these projects, gross values at project completion, development partners (lenders, general contractors, etc.) and whether projects met budgetary and scheduling goals should be included.

Of special interest to the PDA are similar public/private partnerships in which the developer has participated. Respondents should describe the role the developer performed in the development partnership with the municipality. Emphasis should be placed on public/private development projects commensurate with the scope and nature of this project.

D. **Financial Data** – The PDA recognizes that it may be premature to identify specific sources of debt and equity financing for this project. However, information is requested on the financing of past projects and a detailed description of the developer’s commitment and capability in providing the capital to competently and successfully finance this project. Annual reports, prospectuses and other financial statements that speak to the financial capacity of the developer shall be included.

E. **References** – Provide financial and development references (name, title, entity, telephone number and contractual relationship to respondent) that can be contacted with respect to current and past project development experience, particularly key public officials and staff involved in the respective project(s). Also provide any relevant letters of recommendation.

F. **History** – Provide a credit report of involved individuals, teams or firms, if available. If not available, provide information typically included in such a report, including a listing and brief description of all legal actions for the past seven years in which the developer has been: a debtor in bankruptcy; a defendant in a lawsuit for deficient performance under a contract; or a defendant in an administrative action for deficient performance on a project; or a defendant in any criminal action.

Project Specific (minimum requirements):

A. **Project Approach** – Describe the respondent's approach to managing the design, phasing, financing, development and construction of this project. The project approach shall be in substantial conformance with the project objectives stated previously in Section IV.

B. **Concept Site Plan(s)** – The respondent shall submit ten concept site plans as part of the submittal. Concept site plans shall show the location of buildings, parking layout and number of spaces, landscaping, square footage of building(s) and parking areas, conceptual storm water detention facilities, and any additional information needed (including an infrastructure assessment) to provide a clear understanding of the site plan.

C. **Architectural Elevations** – One set of color elevations/sketches in sufficient detail (which includes all four sides) for all principal buildings shall be submitted in order to illustrate the quality of development from a design perspective. Elevations shall include the types of materials contemplated. Photos (8.5" x 11") of other projects may also be submitted to supplement the elevations in order to illustrate the type of development contemplated.

D. **Project Time Line** – A conceptual time line for development shall be provided. The PDA would prefer construction to begin within 18 months and occupancy occurring within 36 months.

E. **Financial Assistance** – The PDA recognizes that specific details on funding are not yet fully known, however the respondent shall provide a narrative on how the project may likely be financed and how public funds might be expected to contribute to the project. The respondent shall fully substantiate the need for public funds and provide information on expected terms as well as the percentage of equity to be contributed by the developer. Also indicate under what circumstances/financial conditions public funds would be necessary, and indicate the anticipated amount of public funds and their targeted use. The PDA may

consider a no cost land lease with the selected developer, subject to a performance bond.

VI. Submission Date

Ten copies of the response shall be submitted no later than 5:00 P.M. MST, January 20, 2006. Responses shall be submitted to:

City of Pocatello
Attention: Tim Tingey
911 North 7th Avenue
Pocatello, ID 83205

Notice: All materials submitted become the property of the Pocatello Development Authority. Any requirement of the respondent prohibiting publication of the materials submitted with a proposal may disqualify the respondent. Materials specified by the respondent as "Confidential" or "Proprietary" shall be kept confidential as lawfully permitted. Any material misrepresentations made by the respondent will void the proposal response and eliminate the respondent from further consideration. The PDA reserves all rights with regard to this solicitation.

VII. Evaluation Criteria

The following selection criteria are only examples and are not necessarily in priority order or equal in weight:

1. Experience in public/private development partnerships, financial strength and capacity to complete a project of this scope on-budget and on-schedule.
2. Demonstrated ability and experience to structure a public/private redevelopment agreement, including reducing the public participant's capital investment and risk.
3. Developer's and architect's experience in designing and constructing high quality commercial development.
4. References for the project team.
5. Quality of project, including site layout, architectural design, types of tenants, and other site and design amenities. Special consideration may be given to creative site layout/design.
6. Estimated property tax revenues for a minimum of ten years.

VIII. Selection Process

The PDA anticipates the following sequence of events:

Pre-submittal Meeting – Tuesday, December 20, 2005, 10:00 a.m. MST

Attendance is not mandatory but is strongly encouraged. The meeting will be held at the Pocatello City Hall, 911 North 7th Avenue. Minutes of the meeting will be available to individuals who request the information from Tim Tingey, City of Pocatello, 208-234-6188 ttingey@pocatello.us or Lee Ann Dutton, City of Pocatello, 208-234-6186 ldutton@pocatello.us.

Due Date

Responses will be due on Friday, January 20, 2006 no later than 5:00 p.m. MST.

Selection Committee

The Selection Committee will review proposals, rank them, and make recommendations to the PDA Board for final selection via an interview and presentation process.

Pre-Redevelopment Agreement

The Pre-Redevelopment Agreement (PRA) will outline roles, expectations, responsibilities and timelines which both the selected developer and PDA must follow prior to closing on a Redevelopment Agreement. If a realtor is involved in securing a developer that is selected through the RFP/Q process, a negotiated commission may be considered by the PDA. If the PDA and developer cannot agree upon terms for the PRA, the PDA reserves the right to terminate or extend negotiations with the developer. If the PDA terminates the PRA process with that developer, the PDA may elect to proceed with negotiations with another developer, or the PDA can cancel or postpone the process.

Redevelopment Agreement

The PDA and developer shall then negotiate a formal Redevelopment Agreement outlining the specific obligations of both the PDA and developer in implementing the project.

Questions can be directed to:

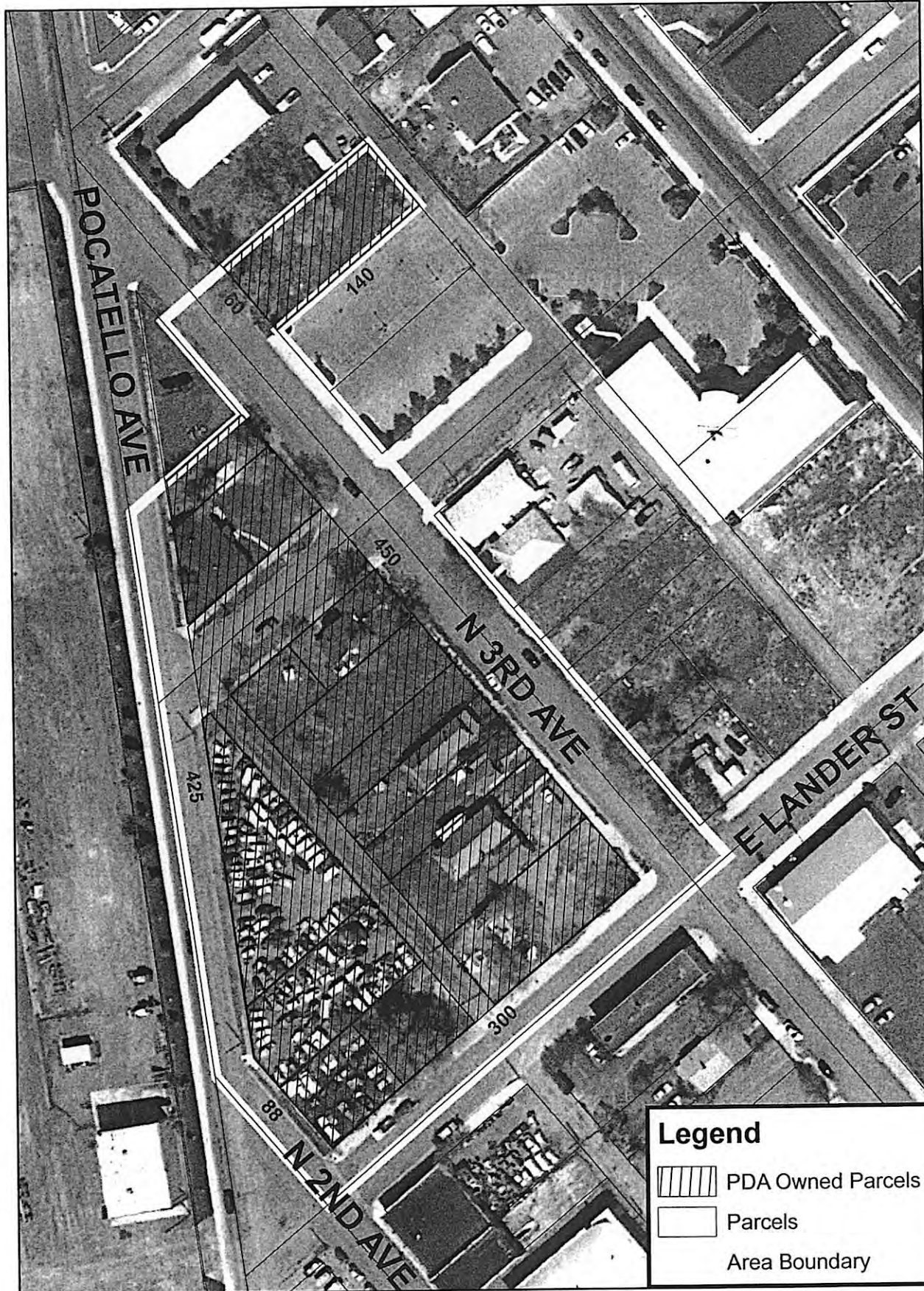
**Tim Tingey
Planning and Development Services
City of Pocatello
911 North 7th Avenue
Pocatello, ID 83205
208-234-6188
ttingey@pocatello.us**

Exhibit B

**Proposed Rezone North 3rd Avenue Area
Legal Description**

A triangular property consisting of Blocks 343, 342 of the Original Pocatello Townsite, and bounded on the Southeast by the centerline of Clark Street right-of-way on the Northeast by North 3rd Avenue centerline right-of-way line and on the Northwest by the centerline of Pocatello Avenue.

Exhibit C



Proposed Redevelopment Area



1:100

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, 2004 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

The undersigned, who is authorized to make such request under Section 11 of the Bond Ordinance, dated as of December 8, 2004, between First Security Bank, N.A. ("Trustee") and the Pocatello Development Authority (the "Agency"), hereby requests the above Trustee as follows:

1. Requisition Number: 24
2. Payment is due to: City of Pocatello
3. The amount to be disbursed is: \$3,816.00
4. The obligation mentioned above for which payment is requested in this Requisition is due, is a proper charge against the Construction Fund and has not been previously paid from said Fund or from the proceeds of the Bonds.
5. All of this requested payment is for the items on the attached Schedule, which are costs of acquisition and construction or costs of issuing the Bonds.

COPY

Attachments: See Attached Schedule of Costs to Requisition

DATED: March 15, 2006

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. 24**

<u>Description of Costs</u>	<u>Payee and Location</u>	<u>Amount</u>
Pocatello Square-Traffic Control-Invoice 10806	City of Pocatello PO Box 4169 Pocatello ID 83205	\$3,816.00 SD

COPY

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

CITY OF POCATELLO
911 NORTH 7TH AVENUE
P O BOX 4169
POCATELLO, ID 83205-4169

(208) 234-6214

TO: POCATELLO DEV AUTHORITY
1651 ALVIN RICKEN
POCATELLO, ID 83201

INVOICE NO: 10806
DATE: 3/03/06

CUSTOMER NO: 495/660

TYPE: EN - ENGINEERING CUSTOMERS

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1.00	ENG/REFUNDS/REIMB/OTHER TRAFFIC CONTROL POC SQUAR	3,816.00	3,816.00



*** THE CITY OF POCATELLO THANKS YOU FOR YOUR ***
** PROMPT PAYMENTS !!! **

A MUNICIPAL CORPORATION OF IDAHO TOTAL DUE: \$3,816.00

PLEASE DETACH AND SEND THIS COPY WITH REMITTANCE

DATE: 3/03/06 DUE DATE: 4/03/06
CUSTOMER NO: 495/660

NAME: POCATELLO DEV AUTHORITY
TYPE: EN - ENGINEERING CUSTOMERS

REMIT AND MAKE CHECK PAYABLE TO:
CITY OF POCATELLO
ATTN: FINANCE DEPT
P O BOX 4169
POCATELLO

ID 83205-4169 (208) 234-6214

INVOICE NO: 10806
TERMS: NET 30 DAYS

AMOUNT: \$3,816.00

Eagle Rock Blasting, Inc.

255 East Stanley St.
 Idaho Falls, ID 83401
 (208) 524-4618

INVOICE	
DATE	INVOICE #
12/12/2005	2005-670

City of Pocatello Street Department
 1080 South 1st. St.
 Pocatello, ID 83201
 Attn: Curt Naville

Engineering

PROJECT		TERMS	DUE DATE
Milling & Paving on Yellowstone			12/12/2005
QUANTITY	DESCRIPTION	RATE	AMOUNT
	Work from 10-16-05 to 10-26-05		
8	Rent Sign Class B	65.00	520.00
100	Rent Portable Tublar Markers	7.00	700.00T
78	Rent Arrow Panel Type C	1.50	117.00
58	Traffic Control Maintenance	28.00	1,624.00
47.5	Flagging	18.00	855.00
	Sales Tax	5.00%	35.00
DATE _____ ACCT.# _____ PROJ.# _____ TL.INV.AMT.\$ _____ APPR.BY. _____ GROUP# <input type="text"/> TRANS.# <input type="text"/>			3816.00
Thank you for your business.		Total	\$3,851.00



ENGINEERING DEPARTMENT
911 N. 7th
P.O. Box 4169
Pocatello, Idaho 83205-4169
(208) 234-6225 FAX (208) 234-6151



FAX TRANSMISSION COVER SHEET

DATE: 3/2/06

TOTAL NUMBER OF PAGES 2 (including cover sheet)

TO: PDA

ATTENTION: Sari

FAX NUMBER: 233-0268

FROM: Brenda

SENDER'S FAX NUMBER: (208) 234-6151

YOU SHOULD RECEIVE 2 PAGES, INCLUDING THE COVER SHEET. IF YOU DO NOT RECEIVE ALL OF THE PAGES PLEASE CALL

(208)234-6225 AND ASK FOR Brenda

REMARKS: You will be getting an invoice from our Finance Dept.

I wanted to make sure you got a copy of this bill from Eagle Rock. It is for traffic control at Pocatello Square - We paid the bill and are asking for reimbursement from PDA. If you have any questions, please call Jesse 239-6984 or 681-6212 *Thy*

AN EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER



OFFICE OF THE MAYOR
911 North 7th Avenue
P.O. Box 4169
Pocatello, Idaho 83205
(208) 234-6163
Fax: (208) 234-6297
www.pocatello.us

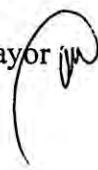
ROGER W. CHASE
Mayor

Pocatello City Council:
ROGER J. BRAY
RON FRASURE
GARY MOORE
EVA JOHNSON NYE
RICHARD STALLINGS
BRIAN T. UNDERWOOD

March 15, 2006

MEMORANDUM

TO: Pocatello Development Authority Executive Director, Chair, & Secretary

FROM: Anne Nichols, Assistant to the Mayor 

SUBJECT: Term Expirations – Eligible

The following terms will expire soon:

Terry Brower – May 1, 2006
Roger Chase – May 1, 2006
Jim Guthrie – May 1, 2006

All are eligible for reappointment, as they have served less than eight years. If they are interested in continuing on the Board of Directors, please have them send a letter to the Mayor requesting reappointment by April 12, 2006. If the Mayor approves, I will then make arrangements to have them reappointed at the April 20, 2006 Regular City Council Meeting.

If one or more are not interested in being reappointed, please have him send a letter indicating his intentions. I will then either advertise the at-large vacancy to the media or contact the appropriate government agency for the name of another individual to serve on the Board as their representative.

If you have any questions, please feel free to contact me. Thank you for your prompt attention to this matter.

cc: City Council Members
Bannock County