

**POCATELLO DEVELOPMENT AUTHORITY**  
**Agenda for the meeting of**  
**September 20, 2023 – 11:00 a.m.**  
**Council Chambers – Pocatello City Hall**  
**Iwamizawa Conference Room for Executive Session**

City Hall is accessible to persons with disabilities. Program access accommodations may be provided with three days' advance notice by contacting Skyler Beebe at sbeebe@pocatello.us, 208.234.6248, or 5815 South 5<sup>th</sup> Avenue, Pocatello, Idaho.

---

In the event this meeting is still in progress at 12:00 p.m., a ten-minute recess may be called.

---

- 1. Call to Order, Roll Call, Disclose Conflicts of Interest and Acknowledgment of Guests.**
- 2. Action Item: Meeting Minutes.** The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes held August 23, 2023, and approve the minutes as written.
- 3. Action Item: Approve PDA Fiscal Year 2024 (FY24) Budget.** The Board may wish to approve the Fiscal Year 2024 PDA Budget and authorize the Treasurer to submit to regulatory agencies.
- 4. Action Item: Discuss RFP - Professional Services for Eligibility and Economic Feasibility Study.** The Board may wish to discuss, select and approve one proposal from proposals received for the Professional Services for Eligibility and Economic Feasibility Study.
- 5. Action Item: Approve the Treasurer FY2024 Consultant Contract for Thane Sparks and Resolution 23-004.** The Board may wish to approve the Treasurer Consultant Contract for Fiscal Year 2024 that was approved on August 23, 2023, and to authorize the Chair to sign the Consultant Contract for Thane Sparks and Resolution 23-004.
- 6. Action Item: Monthly Financial Report, Expenses and Reimbursements.** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- 7. Action Item: PDA Officer Election-** The Board may wish to hold an election of officers with an effective date of October 18, 2023.
- 8. Calendar Review.** The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
- 9. News for the Good of the Order.** The board may wish to discuss news for the Good of the Order.
- 10. Adjourn Regular Meeting.**

# Action Item 2

**POCATELLO DEVELOPMENT AUTHORITY**  
**Meeting Minutes for August 23, 2023 at 11:00 A.M.**  
**Council Chambers, 911 N 7<sup>th</sup> Avenue, Pocatello, Id**

**AGENDA 2**

**Agenda Item No. 1: Call to Order and Disclosure of Conflicts of Interest**

**Vice Chair Turner** called the meeting to order at 11:00 a.m. No conflicts were disclosed.

**Members present:** Rick Cheatum, Greg Gunter, Jeff Hough, Jim Johnston, Kirk Lepchenske, Nathan Richardson, Scott Turner.

**Members excused/unexcused:** Mayor Brian Blad and David Villarreal.

**Others present:** Executive Director Brent McLane, Treasurer Thane Sparks, Secretary Aceline McCulla, City of Pocatello Development Engineer Merrill Quayle, City of Pocatello Attorney Jared Johnson, BDC Executive Director MiaCate Kennedy and other visitors.

**Agenda Item No. 2: Approve the Meeting Minutes.**

The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners meeting held July 19, 2023.

It was moved by **J. Johnston** and seconded by **K. Lepchenske** to approve the minutes as written with a change that the vote was unanimous from the meeting held July 19, 2023. Those in favor were R. Cheatum, G. Gunter, J. Johnston, K. Lepchenske, N. Richardson and S. Turner. Those abstained were J. Hough. Motion Carried.

**Agenda Item 3: PUBLIC HEARING – PDA Fiscal Year 2024 (FY24) Budget.** The Board will hear comments from the public on the FY24 PDA Budget.

It was moved by **K. Lepchenske** and seconded by **J. Hough** to open the public hearing at 11:02 a.m. Those in favor were R. Cheatum, G. Gunter, J. Hough, J. Johnston, K. Lepchenske, N. Richardson, S. Turner. Motion Carried.

**Turner** opened the hearing for public comments at 11:02 a.m.

**Public Comments:**

**Heather Disselkoen** recommended, for transparency, that under the Naval Ordnance Plant column, the OPA-2 for Pocatello Quinn LLC-IRG should be shown as a FY24 line item under the NOP, showing the funds are allocated for that purpose.

With no more public comment, **Turner** asked for a motion to close the public hearing at 11:05 a.m.

It was moved by **J. Hough** and seconded by **G. Gunter** to close the public comment segment of the public hearing. Those in favor were R. Cheatum, G. Gunter, J. Hough, J. Johnston, K. Lepchenske, N. Richardson, S. Turner. Motion Carried.

**Sparks** recommended changing the Contingency item name to Future Capital projects for transparency purposes.

The PDA ensued in discussion.

It was moved by **J. Hough** and seconded by **K. Lepchenske** to approve the budget as presented with exception to rename The Contingency line item to Capital Projects. No vote.

The PDA ensued in discussion.

**J. Hough** withdrew his motion.

It was moved by **G. Gunter** and seconded by **J. Johnson** to approve the budget as presented with exception to rename the Contingency line item to Contingency/Capital Projects. No vote.

The PDA ensued in discussion.

**G. Gunter** asked to amend the motion.

It was moved by **G. Gunter** and seconded by **J. Johnson** to approve the budget as presented with the exception to add a Capital Projects line and noting \$166,000 under the Naval Ordnance Plant. Those in favor were G. Gunter, J. Hough, J. Johnston, K. Lepchenske, N. Richardson and S. Turner. Motion Carried.

The FY24 Budget will be placed on the September 20 meeting for approval.

#### **Agenda Item 4: Development Ideas Discussion.**

The Board may wish to discuss potential development ideas.

**MiaCate Kennedy** of Bannock Development Corporation discussed potential development ideas with the Board. Kennedy asked the PDA to preplan and review developer ideas and select projects that may fit Pocatello's needs. The PDA would then select some developers to meet with the PDA and provide input with the developers to guide the projects to promote Pocatello's desires.

The PDA should create projects and then identify developers' projects that fit the PDA projects. Bannock Development Corporation can help with plans and designs and identify candidates that match the PDA projects.

**Cheatum** had concerns of the City and County checker board properties. **McLane** stated this topic will go before the City Council next month to discuss this concern. The Bannock County Planning Director is also on board.

**Kennedy** continued to discuss the benefits of creating plans for TIF Districts and identify possible projects for these areas.

#### **Agenda Item 5: Monthly Financial Report, Expenses and Reimbursements.**

The Board may wish to approve the monthly financial report, expenses and reimbursements.

It was moved by **J. Johnson** and seconded by **R. Cheatum** to approve the financial report, expenses and reimbursements as presented. Those in favor were R. Cheatum, G. Gunter, J. Hough, J. Johnston, K. Lepchenske, N. Richardson, S. Turner and D. Villarreal. Motion Carried.

**Agenda Item 6: Discuss Investment Options.** The Board may wish to discuss investing options.

This item will not be discussed, as there is no new information.

**Agenda Item 7: Calendar Review.**

The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.

**Turner** noted the Grand Opening of the Alumni Building will be this Friday, August 25 at 11:00 a.m.

**Agenda Item 8: News for the Good of the Order.**

The board may wish to discuss news for the Good of the Order.

**Kennedy** gave an update on the Airport project.

**Agenda Item 9: Adjourn Regular Meeting.**

With no further business, **Turner** adjourned the meeting at 12:10 p.m.

Submitted by: \_\_\_\_\_ Approved on: \_\_\_\_\_  
Aceline McCulla, Secretary

DRAFT

# Action Item 3

**Pocatello Development Authority - Budget 2023-2024 Fiscal Year**

	<b>Naval</b>					
	<b>General Fund</b>	<b>Ordinance</b>	<b>North Portneuf</b>	<b>Airport</b>	<b>Northgate</b>	<b>Total</b>
Estimated Beginning Cash Balance October 1, 2023	\$1,098,000	\$60,000	\$1,648,000	\$10,800	\$346,900	\$3,163,700
<b>INCOME:</b>						
Administrative fees - estimated	\$75,100					\$75,100
Property taxes	\$14,400	\$124,000	\$103,000	\$83,800	\$295,000	\$620,200
Interest Income	\$21,960	\$200	\$32,960	\$200	\$6,900	\$62,220
<b>Total Projected Income:</b>	<b>\$111,460</b>	<b>\$124,200</b>	<b>\$135,960</b>	<b>\$84,000</b>	<b>\$301,900</b>	<b>\$757,520</b>
<b>Amount Available for FY 2024 appropriations</b>	<b>\$1,209,460</b>	<b>\$184,200</b>	<b>\$1,783,960</b>	<b>\$94,800</b>	<b>\$648,800</b>	<b>\$3,921,220</b>
<b>EXPENSE:</b>						
Contingency (1)	\$1,052,360	\$0	\$1,768,460	\$62,100	\$633,300	\$3,516,220
Planned development projects		\$166,000				\$166,000
Administrative expense - estimated		\$18,200	\$15,500	\$17,700	\$15,500	\$66,900
Luncheon costs	\$2,100					\$2,100
Office expenses	\$500					\$500
Dues and memberships						\$0
Errors and omission insurance	\$8,500					\$8,500
City Administration Charges	\$16,000					\$16,000
Professional services	\$130,000			\$15,000		\$145,000
<b>Total Projected Expense:</b>	<b>\$1,209,460</b>	<b>\$184,200</b>	<b>\$1,783,960</b>	<b>\$94,800</b>	<b>\$648,800</b>	<b>\$3,921,220</b>
<b>CALCULATED ENDING BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

1. The General fund contingency covers any potential unplanned projects.  
The remaining contingencies in the other districts are for potential unplanned projects.

# Action Item 4





**POCATELLO DEVELOPMENT AUTHORITY**  
**REQUEST FOR PROPOSALS:**  
**PROFESSIONAL CONSULTANT SERVICES FOR**  
**ELIGIBILITY AND ECONOMIC FEASIBILITY STUDY**

**Due: September 13, 2023, 3:00PM MDT**

# TABLE OF CONTENTS

## **POCATELLO DEVELOPMENT AUTHORITY**

**Request For Proposals:**

**Professional Consultant Services for Eligibility and Economic Feasibility Study**

1	ENGAGEMENT LETTER
2	FIRM QUALIFICATIONS
3	REFERENCES
4	FORMS

## **SB FRIEDMAN DEVELOPMENT ADVISORS**

70 West Madison Street, Suite 3700

Chicago, IL 60602

T: (312) 424-4250

E: [info@sbfriedman.com](mailto:info@sbfriedman.com)

[sbfriedman.com](http://sbfriedman.com)

# 1 ENGAGEMENT LETTER

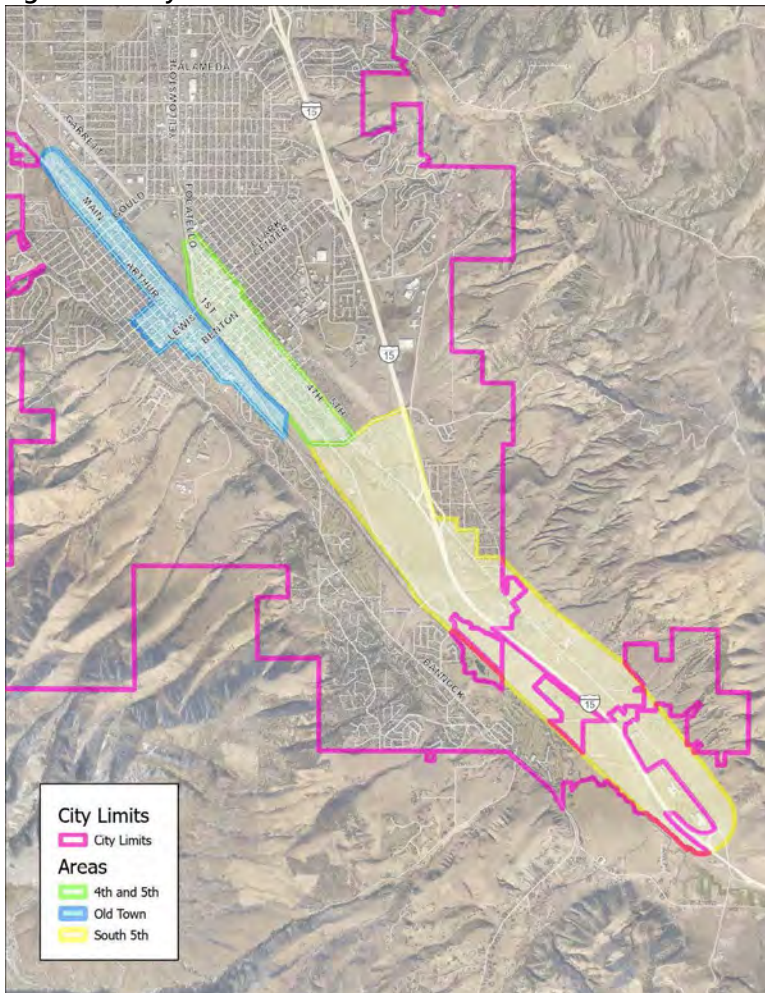
September 13, 2023

Pocatello Development Authority  
Attn: Brent McLane, Executive Director  
911 North 7th Avenue  
Pocatello, Idaho 83201

Dear Mr. McLane:

**SB Friedman Development Advisors, LLC (SB Friedman)** is pleased to submit a proposal to the Pocatello Development Authority (PDA) to conduct full eligibility studies and economic feasibility studies for three potential study areas: 4th and 5th, Old Town and South 5th (individually, the "Study Area", collectively, the "Study Areas"). All of the 4th and 5th and Old Town study areas appear to be in the City of Pocatello (the "City"). Portions of the South 5th study area are in the City, while some portions are in unincorporated Bannock County (the "County"). Please see **Figure 1** for a map of the Study Areas.

**Figure 1. Study Areas**



## BACKGROUND AND UNDERSTANDING

We understand that the PDA is considering pursuing the designation of up to three urban renewal districts (URDs). The scope of work outlined below would be substantially similar for each of the three study areas. To the extent that we can coordinate trips and research among the three study areas, we will do so. This coordination of efforts could result in a reduction in the overall cost to deliver all three eligibility studies and feasibility studies.

Phases 1 to 3 below are the eligibility study portion of the scope. Phases 4 to 11 encompass the economic feasibility study and adoption aspects of the process.

## SCOPE OF SERVICES

### PHASE 1 – PROJECT KICKOFF AND 10% TEST ASSESSMENT

1. **Conduct Kickoff Call.** We will conduct a call to verify the scope of our services, discuss any known planned developments or capital improvements in the Study Area, and the timetable of performance. After this kickoff, we will submit a request for additional data to feed into the study. These data may include:
  - » Prior plans and information on planned investments
  - » Parcel shapefiles
  - » Environmental studies
  - » Flooding studies
  - » Other studies as identified
2. **Validate Maximum Taxable Value (TV) in URAs.** State law limits the amount of TV that can be included in urban renewal areas (URAs). We will conduct the required analyses to ensure that the Study Area can be included in a URA without exceeding the 10% cap.

### PHASE 2 – CONDUCT ELIGIBILITY STUDY

1. **Obtain and Review Existing Data.** We will review existing studies and reports such as Federal Emergency Management Agency flood maps, environmental and soils studies, and others.
2. **Prepare Base Maps and Conduct Fieldwork.** We will travel to Pocatello and take notes and photos of every parcel in the Study Area.
3. **Assess Eligibility Factors for Improved Parcels and Open Land Parcels.** State law provides for different factors for improved and open land parcels. Independently and in coordination with the PDA staff, City staff, County staff and others, we will conduct research and analyses to assess the eligibility of the Study Area.
4. **Summarize Findings.** We will summarize our findings with tables, bullets and maps as needed.
5. **Conduct a Preliminary Findings Call.** We will conduct a call with PDA staff to discuss our preliminary findings.

### PHASE 3 – DRAFT ELIGIBILITY REPORT

1. **Draft Eligibility Study Memo.**
2. **Conduct a Review Call.** We will conduct a call with PDA staff to review the draft Memo.
3. **Finalize Eligibility Study Memo.** We will finalize the Eligibility Memo based on feedback from PDA staff, legal counsel and others as needed.

## **PHASE 4 – CONDUCT MARKET ASSESSMENT**

1. **Gather and Review Additional Data.**
2. **Identify Sites Susceptible to Change.** Based on fieldwork and information from the PDA and others, we will identify sites that are likely to be susceptible to redevelopment and will prepare a map for PDA review and comment. We will refine that map as the project progresses and new information comes to light.
3. **Conduct Calls with Key Informants.** After conducting fieldwork, we will likely have follow-up questions. We will conduct a round of calls with City staff, County staff, property and business owners, and others as identified to better understand the Study Area.
4. **Analyze Competitive Supply and Demand Considerations.** We will analyze the following land uses:
  - a. Retail
  - a. Rental Apartments
  - a. Single Family Detached Housing
  - a. Industrial
  - a. Hotel
5. **Prepare Development Program.** Based on market research and site analyses, we will draft a development program for the Study Area.

## **PHASE 5 – SUPPORT DEVELOPMENT OF INITIAL SITE CAPACITY STUDY**

We anticipate working with an urban designer or other design firm to draft a preliminary land plan for development within the Study Area. We have included an allowance for us to work with that firm but have not included an assumption about the fees required of an urban design firm in our budget.

## **PHASE 6 – PROJECT URA REVENUES**

We will build a tax projection model incorporating current TVs and projected TV of future development, tax rates and other key inputs to estimate revenues that could be available from the proposed new URA.

## **PHASE 7 – IDENTIFY PROJECTED URD EXPENSES**

We will work with PDA and City staff to project capital and operating expenses that might be required to facilitate redevelopment in the proposed URD.

## **PHASE 8 – CREATE ECONOMIC FEASIBILITY MODEL**

We will build a comprehensive model integrating revenue projections from Phase 6 and expense projections from Phase 7 to evaluate the overall financial feasibility of the redevelopment plan. We will iterate the model as needed to achieve a financially feasible plan.

## **PHASE 9 – FINALIZE SITE CAPACITY STUDY**

To the extent necessary, the physical plan developed in Phase 5 may need to evolve based on findings in Phase 8. We have included a small allowance of time to work with the design firm on this.

## PHASE 10 – DOCUMENT FINDINGS

We will prepare documents to serve as an appendix to the Urban Renewal Plan primarily prepared by the PDA's legal counsel and will work with the legal counsel to ensure our documents support the designation of the URD.

## PHASE 11 – PRESENT FINDINGS

We assume that we will be required to make two trips at the end of the process to present our findings and feasibility study to the PDA Board and City Council.

## ADDITIONAL SERVICES

We are available to attend additional meetings with staff, and/or elected or appointed boards, as requested by the PDA.

## TIMEFRAME AND FEES

Based on the scope of work outlined herein, and our experience with similar projects, we estimate that it will take approximately two months to complete the preliminary feasibility studies. Professional fees for this service will be based on the time required at our appropriate billing rates. The scope of the engagement and our experience with similar services indicate that our pro-fessional fees and expenses will be approximately \$170,000 per study area or approximately \$508,000 in total. The basis for this fee estimate and anticipated tasks are shown in **Table 1**. This fee estimate does not include the cost of a physical planner to support the feasibility study or other third-party costs.

Professional fees for this service will be based on time required at the then-current billing rates of the staff involved. Our experience with similar services indicates that it is difficult to estimate pro-fessional fees for this type of engagement with great precision. Estimates have been prepared, however, based on certain assumptions as to the time required. These estimates will serve as benchmarks for reporting to PDA to keep you informed of our progress and potential costs. The following current hourly rates apply to this engagement:

Senior Vice President/Partner	\$300
Vice President	\$260
Senior Project Manager	\$250
Project Manager	\$245
Associate Project Manager	\$225
Senior Associate	\$205
Associate	\$185
Research Associate	\$160

Rates will be in effect until December 31, 2024, except in the case of promotions of individuals. After this date, rates are subject to adjustment.

The budget estimate will not be exceeded without your agreement. It is subject to upward revision if the engagement entails more time than estimated due to problems that are encountered that could not reasonably have been foreseen at the commencement of the engagement, there are additional meetings other than those specified above, or if the scope is changed. In this event, we will discuss the matter with you so that a mutually acceptable revision may be made.

If the time spent on this engagement is less than we have estimated, we will bill you a lesser amount.

Additional meeting time and additional services, beyond those indicated in our scope of services, will be billed at the then-current hourly rates of the participants.

Invoices are payable within 30 days. We will bill you no more frequently than monthly and can bill at the completion of specific deliverables if preferred.

If, at any point the decision is made to discontinue our services, our fee will be based upon the actual time expended and out-of-pocket costs incurred to that date.

The attached "Limitations of Our Engagement" apply to this assignment.

**Table 1. Estimated Fees**

**URA of the City of Pocatello - URA Plan - Eligibility and Economic Feasibility Study  
Estimated Budget**

	Title: Rate:	Senior Vice President \$ 300	Vice President \$ 260	Associate \$ 185
<b>Phase 1 - Conduct Kickoff and 10% Test Assessment</b>				
Conduct Kickoff Call		1	1	1
Validate Maximum Base Taxable Value (TV)				
Confirm City Total TV			1	2
Calculate Current TV within the Proposed URA and Other Existing and Proposed Districts			2	2
Validate Total URA Base TV is less than 10% of City Total		1	1	2
Prepare a Summary Table for Discussion		1	1	1
Conduct Conference Call		1	1	1
<b>Subtotal Hours</b>		<b>4</b>	<b>7</b>	<b>9</b>
<b>Subtotal Professional Fees</b>	<b>\$4,685</b>	<b>\$1,200</b>	<b>\$1,820</b>	<b>\$1,665</b>
<b>Phase 2 - Conduct Eligibility Study</b>				
Obtain and Review Existing Data			1	2
Prepare Base Maps and Conduct Fieldwork (Trip 1)		4	24	32
Assess Eligibility Factors for Improved Parcels		2	8	24
Assess Eligibility Factors for Open Land Parcels		2	8	24
Summarize Findings		1	2	4
Conduct a Preliminary Findings Call		1	1	1
<b>Subtotal Hours</b>		<b>10</b>	<b>44</b>	<b>87</b>
<b>Subtotal Professional Fees</b>	<b>\$30,535</b>	<b>\$3,000</b>	<b>\$11,440</b>	<b>\$16,095</b>
<b>Phase 3 - Prepare Eligibility Report</b>				
Draft Eligibility Study Memo		4	8	24
Conduct a Review Call		1	1	1
Finalize Eligibility Study Memo		2	2	4
<b>Subtotal Hours</b>		<b>7</b>	<b>11</b>	<b>29</b>
<b>Subtotal Professional Fees</b>	<b>\$10,325</b>	<b>\$2,100</b>	<b>\$2,860</b>	<b>\$5,365</b>
<b>Phase 4 - Conduct Market Assessment</b>				
Gather and Review Additional Data				
Review Existing Planning & Site Analysis Documents		1	2	8
Identify Any Planned Developments for the URA Study Area		1	2	4
Identify Proposed Catalytic Capital Improvements in the URA Study Area		1	2	2
Identify Sites Susceptible to Change				
Evaluate Access, Visibility, Adjacencies and Zoning of Sites within the Study Area		2	2	2
Identify and Map Sites Susceptible to Change, Assign Land Use to Sites		2	2	8
Review Sites Susceptible to Change with PDA Staff and Legal		1	1	1
Conduct Calls with Key Informants		4		4
Analyze Competitive Supply and Demand Considerations				
Retail		2	6	12
Rental Apartments		2	6	12
Single Family Detached Housing		2	6	12
Industrial		4	6	16
Hotel		2	6	12
Prepare Development Program		2	8	8
<b>Subtotal Hours</b>		<b>26</b>	<b>49</b>	<b>101</b>
<b>Subtotal Professional Fees</b>	<b>\$39,225</b>	<b>\$7,800</b>	<b>\$12,740</b>	<b>\$18,685</b>
<b>Phase 5 - Support Development of Initial Site Capacity Study</b>				
Allowance to work with urban design firm		8	8	8
<b>Subtotal Hours</b>		<b>8</b>	<b>8</b>	<b>8</b>
<b>Subtotal Professional Fees</b>	<b>\$5,960</b>	<b>\$2,400</b>	<b>\$2,080</b>	<b>\$1,480</b>



<b>Phase 6 - Project URA Revenues</b>					
Project URA Revenue from New Development					
Analyze TV of New Comparable Developments by Land Use			2	6	12
Research Historic Growth in TV for the URA and Competitive Sites			2	6	12
Research and Analyze Historic Levy Rates			1	2	2
Build Flexible URA Revenue Model			4	12	16
Conduct Conference Call with Agency staff and Legal to Review Findings			1	1	1
<b>Subtotal Hours</b>			<b>10</b>	<b>27</b>	<b>43</b>
<b>Subtotal Professional Fees</b>		<b>\$17,975</b>	<b>\$3,000</b>	<b>\$7,020</b>	<b>\$7,955</b>
<b>Phase 7 - Identify Projected URA Expenses</b>					
<b>Gather and Summarize Data on Capital Costs</b>					
Conduct call with Agency staff and City Public Works staff to identify capital improvements			2	2	2
Work with Agency staff and/or Public Works Dept. to identify cost estimates for proposed improvements			4	4	2
<b>Gather, Analyze and Project Operating Expenses</b>					
Gather operating expense data from Agency staff and use data from prior experience			2	4	4
<b>Subtotal Hours</b>			<b>8</b>	<b>10</b>	<b>8</b>
<b>Subtotal Professional Fees</b>		<b>\$6,480</b>	<b>\$2,400</b>	<b>\$2,600</b>	<b>\$1,480</b>
<b>Phase 8 - Create Economic Feasibility Model</b>					
Conduct Call to Confirm Financing Assumptions			1	2	2
Construct and Refine Model					
Allocate Revenues to URA Capital and Operating Costs			8	12	24
Refine Model based on Feedback					
Discuss Financing Capacity with PDA and Other Necessary Entities			2	2	2
Refine Model per Agency Staff and Legal Comments			4	6	12
<b>Subtotal Hours</b>			<b>15</b>	<b>22</b>	<b>40</b>
<b>Subtotal Professional Fees</b>		<b>\$17,620</b>	<b>\$4,500</b>	<b>\$5,720</b>	<b>\$7,400</b>
<b>Phase 9 - Support Preparation of Final Site Capacity Study</b>					
Allowance to work with design firm to finalize Site Capacity Study			4	4	4
<b>Subtotal Hours</b>			<b>4</b>	<b>4</b>	<b>4</b>
<b>Subtotal Professional Fees</b>		<b>\$2,980</b>	<b>\$1,200</b>	<b>\$1,040</b>	<b>\$740</b>
<b>Phase 10 - Document Findings</b>					
Summarize Findings as a Feasibility Study Supplemental Attachment to include in the URA Plan			4	8	16
Review the Draft URP to Ensure Our Findings Fit Properly			2	2	2
<b>Subtotal Hours</b>			<b>6</b>	<b>10</b>	<b>18</b>
<b>Subtotal Professional Fees</b>		<b>\$7,730</b>	<b>\$1,800</b>	<b>\$2,600</b>	<b>\$3,330</b>
<b>Phase 11 - Present Findings</b>					
Prepare PowerPoint and Refine per Staff Feedback			4	6	12
Prepare and Present Preliminary Findings to the PDA Board of Commissioners/City Council (Trip 2)			12	12	
Present Draft Findings to the PDA Board of Commissioners/City Council (Trip 3)			12	12	
<b>Subtotal Hours</b>			<b>28</b>	<b>30</b>	<b>12</b>
<b>Subtotal Professional Fees</b>		<b>\$18,420</b>	<b>\$8,400</b>	<b>\$7,800</b>	<b>\$2,220</b>
<b>Total Professional Fees for 1 Study Area</b>		<b>\$ 161,935</b>			
<b>Design Firm Professional Fees and Expenses</b>		<b>TBD</b>			
<i><b>SB Friedman Expenses</b></i>					
Travel		\$ 5,500			
Data (CoStar, STR, ESRI, Moody's Analytics)		\$ 2,230			
<b>Total Estimated Fees and Expenses for One Study Area</b>		<b>\$ 169,665</b>			

**Total for Three Study Areas** **\$ 508,995**

# ACCEPTANCE PROCEDURES

We appreciate the opportunity to work with the PDA. Please call with any questions you may have.

To authorize us to begin this assignment, please sign below and return a copy to us as our authorization to proceed.

Sincerely,



Geoff Dickinson, AICP  
Senior Vice President & Partner  
(312) 384-2404

Accepted: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name Title

## **LIMITATIONS OF OUR ENGAGEMENT**

Our report will be based on estimates, assumptions and other information developed from research of local, state and federal government development assistance programs, knowledge of the industry and meetings during which we will obtain certain information. The sources of information and bases of the estimates and assumptions will be stated in the report. While sources used will be ones that we deem reliable, no guarantee can be made as to their accuracy. Some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from those described in our report and the variations may be material. Our report will contain a statement to that effect.

The terms of this engagement will be such that we will have no obligation to revise the report to reflect events or conditions that occur subsequent to the date of the report. These may include changes in local fiscal policy or other factors.

# 2 FIRM QUALIFICATIONS



**SB Friedman Development Advisors, LLC (SB Friedman)** provides analytical, strategic and financial consulting services in support of complex, high-impact development projects. Now in our 33rd year of operation, we develop and assist in implementing tools and strategies to revitalize communities, downtowns, corridors and sites.

Our firm has extensive experience in development finance and has assisted numerous municipalities throughout the Midwest with underwriting for public-private transactions. Over the past 12 years, we have served as analyst and advisor for \$4.9 billion of public-private financing in support of \$27.5 billion in development deals. Reflecting our role, SB Friedman is registered with the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor.

SB FRIEDMAN DEVELOPMENT ADVISORS, LLC  
70 W MADISON ST, SUITE 3700  
CHICAGO, IL 60602  
312-424-4250  
INFO@SBFRIEDMAN.COM  
[WWW.SBFRIEDMAN.COM](http://WWW.SBFRIEDMAN.COM)

## **THOUGHT LEADER IN PUBLIC-PRIVATE PARTNERSHIPS**

SB Friedman specializes in the use of various public finance tools including Urban Renewal Districts (URDs), Tax Increment Financing (TIF), Special Service Areas/BIDs, New Markets Tax Credits, Low Income Housing Tax Credits, value capture and infrastructure financing. We project revenues, evaluate feasibility of district designations, structure transactions and support public approval processes. Our firm is a proponent of best practices in public-private development finance.

We have been a member of the Illinois Tax Increment Association (ITIA) for over 20 years, and have senior personnel serving as national TIF curriculum advisor and instructor for the Council of Development Finance Agencies (CDFA). We have advised both public and private sector clients on TIF issues, ranging from conducting eligibility studies to providing support in the TIF application process and compliance phase.

## **STRENGTH IN DEAL STRUCTURING**

Our depth of experience in private and public-private real estate finance allows us to tailor solutions for our clients that strike an appropriate balance between minimizing risk to the public sector and achieving a financially-feasible private development project. We also have significant depth in term sheet negotiation and development, modeling of financial scenarios, and providing clear documentation of our findings and recommendations (both for internal client use and public consumption, if desired).

## **WE SUPPORT FAIR AND EQUITABLE DEVELOPMENT**

As a mission-driven firm, SB Friedman believes in:

- » Inclusive development that supports social equity, economic mobility, sustainability, economic revitalization, multimodal transportation, and quality urban design;
- » Objective analysis that allows our clients to make informed decisions and achieve ambitious goals; and
- » Judicious use of public resources to support publicly-beneficial development outcomes.

**OUR MISSION IS TO HELP OUR CLIENTS TO CREATE  
EQUITABLE, RESILIENT AND WELL-DESIGNED COMMUNITIES  
THROUGH THE PRACTICE OF REAL ESTATE ECONOMICS,  
DEVELOPMENT FINANCE AND URBAN PLANNING.**





## GEOFF DICKINSON, AICP

### SENIOR VICE PRESIDENT & PARTNER

Geoff is a real estate and economic development advisor with experience in special taxing district establishment, market and financial feasibility, economic development strategy, public-private finance partnerships, and project implementation advisory services. While at SB Friedman, Geoff has directed market and economic feasibility studies as part of the Urban Renewal District (URD) designation process in Boise, Idaho. He has also led numerous TIF district designations and eligibility studies for various suburban municipal clients in Illinois and the Kentucky Cabinet for Economic Development.

### EDUCATION

Master of Urban Planning, University of Michigan

Bachelor of Arts in History, Northwestern University

### PROFESSIONAL ORGANIZATIONS

American Planning Association (APA)/  
American Institute of Certified Planners (AICP) – IL and FL Chapters

Illinois City / County Management Association (ILCMA)

Illinois Tax Increment Association (ITIA) – Board Member

Lambda Alpha International-Ely Chapter

### SELECT PUBLICATIONS

2019, “Constructing Effective Public-Private Partnerships” (with L. Dorn), APA PAS Memo

2016, “Reviewing a Deal: Finding the Right Size and Structure” (with L. Dorn), ILCMA Newsletter

### SELECT PRESENTATIONS

“How the ‘New Normal’ Affects the Configuration of Our Central Business Districts” (Florida City and County Management Association, 2021)

“Public-Private Partnerships: Best Practices for a Successful Deal” (Council of Development Finance Agencies, 2019)

### PROJECT EXPERIENCE

#### URD Designation & Development Advisory Services • Boise, ID

Directed market assessments for various uses and economic feasibility studies as part of the URD designation process for multiple study areas in Boise

#### TIF District Designations/Eligibility Studies • Various Locations, IL

Led TIF eligibility analyses/designations for clients throughout Illinois including the Villages of Bensenville, Carpentersville, Lakewood, Mount Prospect and Scales Mound, and Cities of East Dubuque, Fulton, Moline, and Warrenville

#### Feasibility Studies for TIF Assistance • Various Locations, KY

Led market feasibility analyses and estimated tax revenues to assist in sizing public assistance for various mixed-use developments as well as a large-scale convention center expansion

#### Community Redevelopment Area Policy Revision • Pinellas County, FL

Directed a study to develop a mechanism that would allow the County to match investments with its policy goals; refined and recommended revisions to CRA policies

#### Mountain Area Master Plan • Steamboat Springs, CO

Led a market assessment and comparability analysis as part of a master planning process for the mountain base area for the City of Steamboat Springs

#### Land Feasibility Analysis • Buena Vista, CO

Directed a market analysis for retail, residential, hospitality and industrial product as part of a development feasibility strategy for a piece of land outside of Buena Vista

#### Decatur Township Corridor Plan • Indianapolis, IN

Leading market and economic impact assessments to inform land use planning adjacent to a planned major road extension in the southern part of the city of Indianapolis

#### Boundary Agreement Land Use Study • Council Bluffs, IA

Led a market analysis for a joint land use study that required analysis of historic land development patterns; provided guidance on infrastructure funding strategy and incremental property tax estimates



## CAREN KAY, AICP

### VICE PRESIDENT

Caren specializes in urban economics, land use planning and real estate development. She is passionate about helping communities achieve development objectives through creative economic development or public assistance strategies. Her experience includes conducting and managing market and economic feasibility studies as part of the Urban Renewal District (URD) designation process in Boise, Idaho. Caren is also currently managing a financial gap assessment for prototypical development scenarios in three Transit Oriented Centers in Salt Lake County, Utah.

### EDUCATION

Master of City and Regional Planning,  
Cornell University

Bachelor of Arts in Urban & Regional  
Planning and Public Administration, Miami  
University

### PROFESSIONAL ORGANIZATIONS

American Planning Association/American  
Institute of Certified Planners (AICP) - IL and  
OH Chapters

Illinois Housing Council

Urban Land Institute

### SELECT PUBLICATIONS

2021, "15-Minute Suburb? Expanding on  
the Strengths of Suburban Communities to  
Attract Millennials," ILCMA Newsletter

### SELECT PRESENTATIONS

"Catalyzing Redevelopment Projects" (CDFA  
National Development Finance Summit,  
2022)

"Development Finance and Incentives Best  
Practices" (APA IL Chicago Metro Section,  
2021)

"Intro to Housing Finance (Using Targeted  
Tools to Facilitate Housing Development)"  
(CDFA Webinar, 2019)

"Mind the (Financing) Gap" (APA Illinois,  
2019)

### SELECT PROJECT EXPERIENCE

#### URD Designation & Development Advisory Services • Boise, ID

Conducted and managed market assessments for various uses and economic feasibility studies as part of the URD designation process for multiple study areas in Boise

#### Prototypical TOD Feasibility Study • Salt Lake County, UT

Managing assessments of the financial gaps for various prototypical development scenarios in three Transit Oriented Centers; identified key assumptions driving a need for public assistance

#### TIF Consulting Services & Bush School TIF Designation • Johnsburg, IL

Conducted a TIF eligibility study and prepared a redevelopment plan for the proposed Bush School redevelopment project area in Johnsburg

#### Application for TIF Assistance • Champaign, IL

Assisted a developer in pursuing tax increment financing (TIF) assistance to support a mixed-use redevelopment adjacent to the Illinois Terminal in downtown Champaign

#### Transformational Brownfield Underwriting Analysis • Detroit, MI

Assisted in the underwriting of projects requesting state Transformational Brownfield TIF assistance; for the first review, evaluated the level of assistance needed to support a \$2.15 billion, multi-site redevelopment in downtown Detroit

#### Bronzeville Lakefront Redevelopment Strategy • Chicago, IL

Assisted in the negotiation and structuring of a public-private partnership to support redevelopment of a catalytic site in the Bronzeville neighborhood of Chicago

#### Decatur Township Corridor Plan • Indianapolis, IN

Managing market and economic impact assessments to inform land use planning adjacent to a planned major road extension in the southern part of the city of Indianapolis

#### Boundary Agreement Land Use Study • Council Bluffs, IA

Managed a market analysis for a joint land use study that required analysis of historic land development patterns; provided guidance on infrastructure funding strategy and incremental property tax estimates



# RELEVANT EXPERIENCE

SB Friedman brings 33 years of experience in a broad range of services including special funding districts and the review and structuring of public-private partnerships. Below is a list of our relevant project experience. Detailed project summaries are provided on the following pages.

- » Urban Renewal District Designation and Amendment Support | Boise, Idaho
- » The Fowler: Financial Deal Review Services | Boise, Idaho
- » Block 68 Development Advisory Services | Boise, Idaho
- » Redevelopment Project Feasibility Studies for TIF Assistance | Various Cities, Kentucky
- » TIF District Designations & Amendments | Chicago Suburbs, Illinois
- » Community Redevelopment Area Policy Revision | Pinellas County, Florida





## URD DESIGNATION AND AMENDMENT SUPPORT

### CAPITAL CITY DEVELOPMENT CORPORATION OF BOISE

#### LOCATION

Boise, ID

#### DATES OF ENGAGEMENT

Jun 2015 – Aug 2015

Jun 2017 – Dec 2021

SB Friedman has provided development advisory services to the Capital City Development Corporation (CCDC) to help facilitate growth in key areas of Boise, Idaho, including assisting in multiple Urban Renewal District (URD) designation processes.

As part of CCDC's efforts to facilitate growth in greenfield and redevelopment areas of the city, SB Friedman conducted eligibility studies for three URDs: the Shoreline District, the Gateway East District, and the Westside District (for an amendment). Two of these districts lie within mixed-use downtown neighborhoods, and the other is an industrial corridor on the city periphery.

As part of the URD designation process, we also prepared feasibility studies for the three districts, which included:

- » Preparing market assessments of retail, residential (for-sale and for-rent), office, industrial and hospitality uses to prepare a 20-year development program for each district.
- » Coordinating with planners and engineers to identify needed public improvements.
- » Developing a URD feasibility model which accounts for district revenues and expenses projected over the 20-year life of each URD.

SB Friedman also prepared a feasibility study for the State Street URD.

**Results:** The eligibility and feasibility studies for the Shoreline and Gateway East Districts were approved by the CCDC Board and subsequently adopted by Boise City Council in 2018. The Westside District Amendment Area eligibility study was approved by the Board and City Council in 2019 and the feasibility study was approved in the fall of 2020. The State Street URD was approved by Boise City Council in December 2021.



## THE FOWLER: FINANCIAL DEAL REVIEW SERVICES

### CAPITAL CITY DEVELOPMENT CORPORATION OF BOISE

#### LOCATION

Boise, ID

#### DATES OF SERVICE

Jun 2015 – Jul 2015

SB Friedman was engaged by Capital City Development Corporation of Boise, Idaho (CCDC) to conduct a preliminary financial review of The Fowler, a pioneering proposed mixed-use project in downtown Boise comprising 163 residential apartment units and 4,000 square feet of ground-floor retail space.

In order for the project to be economically viable, the developer requested that CCDC participate in the costs of certain public improvements associated with the development, including structured parking and streetscaping. We assisted CCDC in reviewing, underwriting and structuring an appropriate public financial assistance package. Our work included:

- » Assessing the reasonableness of project assumptions by benchmarking development costs and projected revenues and expenses against third-party sources and comparable projects;
- » Reviewing the proposed financing sources to determine the reasonableness of equity contributions, status of debt financing and assumed terms;
- » Analyzing developer returns with and without the requested public assistance package;
- » Conducting sensitivity analyses to determine the appropriate structure and term of public assistance required to ensure project feasibility; and
- » Providing structuring recommendations.

**Results:** Our analysis indicated that public assistance was needed to make the project financially feasible. Given several uncertainties related to the project, we recommended a construction cost true-up, through which the assistance package would be reduced if construction cost savings were realized, and an “upside” sharing provision, whereby CCDC would participate if the project substantially outperformed pro forma expectations. Based on SB Friedman’s analysis, the CCDC Board of Commissioners approved the project as a Type 3 Transformative Assistance Participation project in August 2015. The project was completed in 2018.



# BLOCK 68 & 69 CATALYTIC REDEVELOPMENT ADVISORY SERVICES

## CAPITAL CITY DEVELOPMENT CORPORATION OF BOISE

### LOCATION

Boise, ID

### DATES OF SERVICE

Mar 2023 – Ongoing

SB Friedman was engaged by Capital City Development Corporation (CCDC) to provide development advisory services for a proposed mixed-income multifamily development in Boise, Idaho.

The CCDC issued a Request for Proposals (RFP) to identify a development partner for multiple CCDC-owned sites within downtown Boise. After reviewing the submitted proposals, the CCDC selected a development partner who proposed the redevelopment of two sites:

- » Block 69 North - a 7-story mixed-use project including ground floor commercial, 65 market-rate housing units and 155 workforce housing units.
- » Block 68 South - a mixed-use high-rise building with ground floor commercial, approximately 200 units of senior housing, associated amenity space, and a structured public parking garage.

SB Friedman was engaged by CCDC to assist in evaluating and facilitating a responsible development and disposition agreement. Our work included:

- » Reviewing developer submittal materials to understand the request for public assistance;
- » Benchmarking project costs and developer returns; and
- » Providing recommendations to CCDC on how to structure the land disposition and public assistance agreements for both development sites.

**Results:** SB Friedman had preliminary conversations with the selected development partner in March 2023. After receiving pro formas and additional detail for each site, we engaged in multiple advisory calls with CCDC to provide guidance on deal terms and considerations. SB Friedman anticipates presenting financial feasibility results and recommended deal terms to a sub-committee of the CCDC Board in June 2023.



## REDEVELOPMENT PROJECT FEASIBILITY STUDIES FOR TIF ASSISTANCE

### KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT

#### LOCATION

Various Cities, KY

#### DATES OF SERVICE

Feb 2018 – Ongoing

The Commonwealth of Kentucky (the “Commonwealth”) engaged SB Friedman as part of a team to assess the market feasibility and the economic and fiscal impacts of several mixed-use and large-scale redevelopment projects. These analyses informed the scale of state tax increment financing (TIF) assistance.

The Commonwealth offers TIF assistance to qualified mixed-use and large-scale projects that have secured municipal financial support. To size the amount of assistance, the Commonwealth requires an analysis of each project’s feasibility and net economic and net fiscal impacts. We worked on:

- » A mixed-use, office, retail/restaurant, residential and hotel development anchored by a 10,000-seat soccer stadium adjacent to downtown Louisville;
- » A mixed-use, office and lab/research-oriented development on a research campus owned by the University of Kentucky in Lexington;
- » A mixed-use, office, retail/restaurant, residential and hotel development on publicly-owned land at a main entrance to Northern Kentucky University in Highland Heights;
- » An expansion and renovation of the Lexington Center convention center, Rupp Arena and a mixed-use, retail/restaurant, entertainment and hotel development in Lexington;
- » A mixed-use, retail/restaurant/entertainment, residential, hotel and manufacturing development, and riverfront public improvements in downtown Paducah; and
- » A mixed-use, hotel, office and retail/restaurant development with a structured parking garage in downtown Newport.

Our work includes analyzing unique data sources such as ticket sales data, assessing each project’s overall feasibility, evaluating the interaction of each project with other sites receiving state incentives, and estimating both state- and local-level incremental taxes generated.

**Results:** SB Friedman has presented our findings for each project to the Kentucky Economic Development Finance Authority board. The soccer stadium hosted its first match in July 2020. Construction on a medical office building, convention center expansion and basketball arena renovation and an adjacent entertainment complex is currently underway.



# TIF DISTRICT DESIGNATIONS & AMENDMENTS

## VARIOUS SUBURBAN CHICAGO CLIENTS

### LOCATION

Chicago Suburbs, IL

### DATES OF ENGAGEMENT

2000 – Ongoing

SB Friedman has substantial and notable experience with assisting various municipalities located in suburban Chicago in the designation and support of tax increment financing (TIF) districts.

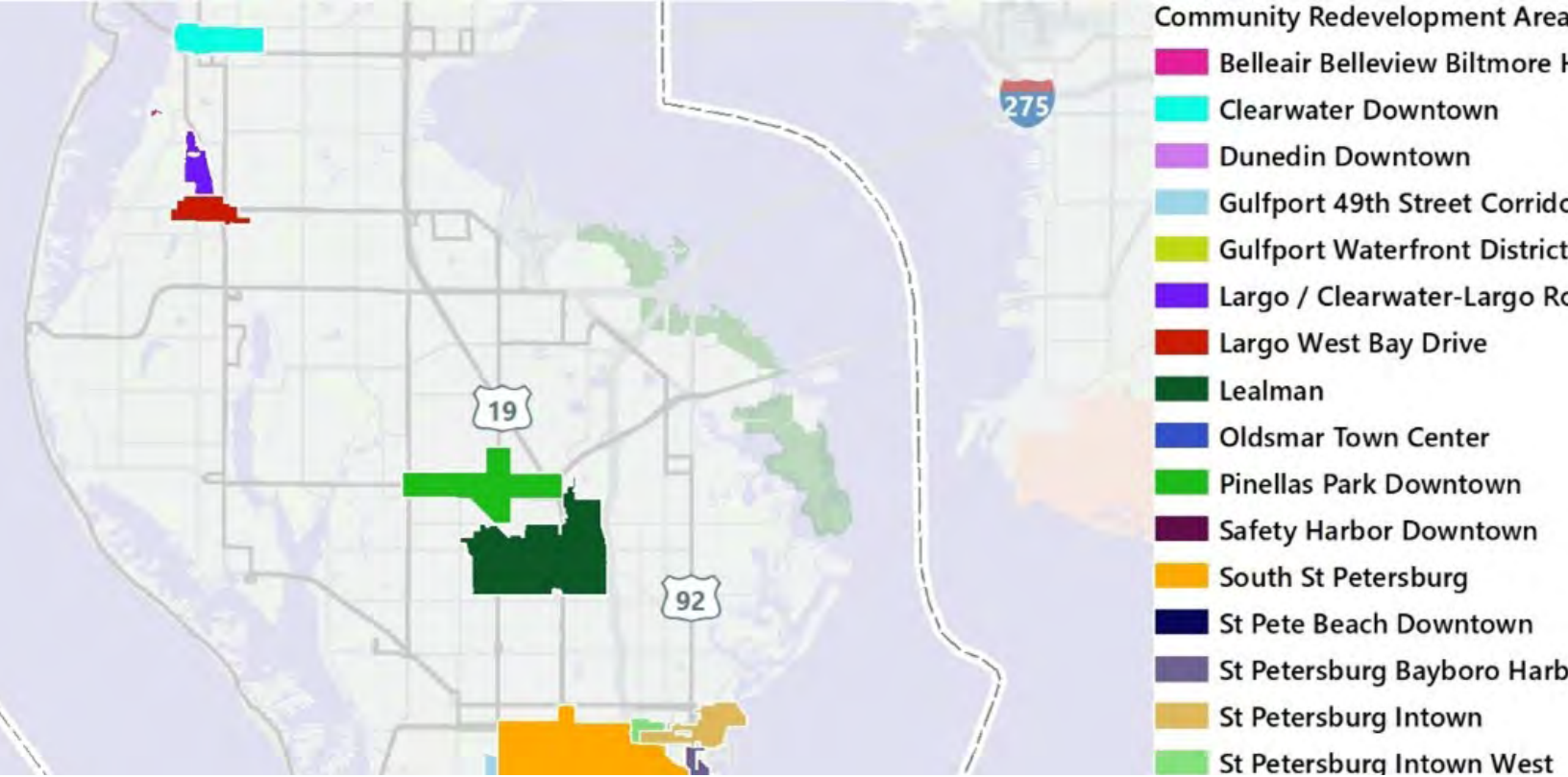
Our firm has expertise in the use of tax increment financing to facilitate high-quality development, redevelopment and infrastructure projects. We have been a member of the Illinois Tax Increment Association for over 20 years and edited the Council of Development Finance Agencies' "Advanced Tax Increment Finance Reference Guide." Our background and broad experience with TIF allows us to provide a broad range of TIF-related services, including:

- » Eligibility Studies, Plans, Amendments and District Adoption Support
- » Incremental Property Tax Revenue Projections
- » Pro Forma Financial Analysis and Deal Structuring
- » Negotiation Support/Term Sheet Development
- » Project and TIF District Compliance and Analytical Services

We have served, among others, the following suburban municipal clients

- » City of Geneva
- » City of Joliet
- » City of St. Charles
- » City of Wood Dale
- » Village of Bensenville
- » Village of Carpentersville
- » Village of Clarendon Hills
- » Village of Hanover Park
- » Village of Homewood
- » Village of La Grange Park
- » Village of Lemont
- » Village of Morton Grove
- » Village of Mount Prospect
- » Village of Palatine
- » Village of Riverwoods

**Results:** We have helped designate or amend 80 TIF districts in suburban Chicago. These various TIF districts have been used to support retail, commercial, mixed-use, residential and industrial development in areas where such projects would not have otherwise been feasible.



# COMMUNITY REDEVELOPMENT AREA POLICY REVISION

## PINELLAS COUNTY, FLORIDA

### LOCATION

Pinellas County, FL

### DATES OF ENGAGEMENT

Jun 2020 – Jul 2021

SB Friedman was engaged by Pinellas County, Florida to refine and recommend revisions to Community Redevelopment Area (CRA) policies. We developed a mechanism to align County financial contributions with its policy goals and created new evaluation and performance metrics for existing and future CRAs.

Pinellas County has a number of existing CRAs – districts that use local and county property taxes to support economic development. In 2018, the County developed a CRA policy that directed funds to higher need CRAs based on local designation scoring and wanted to evolve and enhance that policy to further meet County goals and recent changes to state law.

The County engaged SB Friedman to evaluate and recommend changes to its existing CRA policies, scoring systems and processes, and develop a unified approach to ensure County CRA funds are used to support the County’s goals. Our work included:

- » Reviewing existing CRA scoring, evaluation and funding processes;
- » Refining existing and developing new scoring criteria for CRA establishment;
- » Developing easily replicable methods for the County to implement scoring;
- » Creating benchmarks to assess County return on investment at CRA midpoint and closeout;
- » Assisting in developing new policy guidelines to direct County CRA match toward County priority issues; and
- » Adjusting annual reporting templates to include evaluation metrics.

**Results:** The proposed new policy, which included a revised process, “priority match” approach and scoring criteria, was presented to County staff in August 2020. This new policy was adopted by the Pinellas Board of County Commissioners in August 2021.

# 3 REFERENCES



# REFERENCES

## **Mr. Doug Woodruff**

Development Director  
Capital City Development Corporation  
City of Boise, Idaho  
(208) 319-1229  
dwoodruff@ccdcboise.com

## **Ms. Meghan Conrad**

Attorney  
Elam & Burke Attorneys at Law  
(208) 343-5454  
msc@elamburke.com

## **Mr. Evan Johnson**

Chief Planner, City Planning Department  
City of Tampa  
(813) 274-8211  
evan.johnson@tampagov.net

## **Mr. Michael Cassady**

Village Manager  
Village of Mount Prospect, Illinois  
(847) 392-6000  
mcassady@mountprospect.org

# 4 FORMS

**RESPONSE**

By submitting this proposal, the potential parties responding to this RFP certify the following:

1. This proposal is signed by the individual submitting the RFP.
2. The party responding to this RFP has read and understands the terms, conditions, and specifications set forth in this RFP.
3. Any exceptions to the terms, conditions, and/or specifications are specified in the proposal submitted by the parties responding to this RFP.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if their proposal is accepted within 30 days from the date of the opening, to negotiate a contract to furnish the subject services as outlined in this request.

BUSINESS NAME: SB Friedman Development Advisors, LLC

ADDRESS: 70 West Madison Street, Suite 3700

CITY, STATE, ZIP: Chicago, IL 60602


TELEPHONE NUMBER: 312-384-2404 (Geoff Dickinson)

E-MAIL ADDRESS: gdickinson@sbfriedman.com

EXHIBIT B-REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

The undersigned has read this waiver and release and fully accepts the Agency’s discretion and non-liability as stipulated herein, and expressly for, but not limited to, Agency’s decision to proceed with a qualification-based selection process in response to the Request for Proposals (RFP) to select a company to supply consultant services to Agency for the project.

- A. Discretion of Agency: The Proposer submitting a response to this RFP agrees that Agency has the right to, unless contrary to applicable state law:
  - a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the consultant services RFP;
  - b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer’s capability and experience for supplying consultant services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
  - c. Waive any formalities or defects as to form, procedure, or content with respect to Agency’s RFP to select a consultant and any response by any Proposer thereto;
  - d. Accept or reject any sealed proposal received in response to the RFP, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
  - e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.
  
- B. Non-Liability of Agency:
  - a. The undersigned agrees that Agency shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency as identified above.
  - b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFP and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

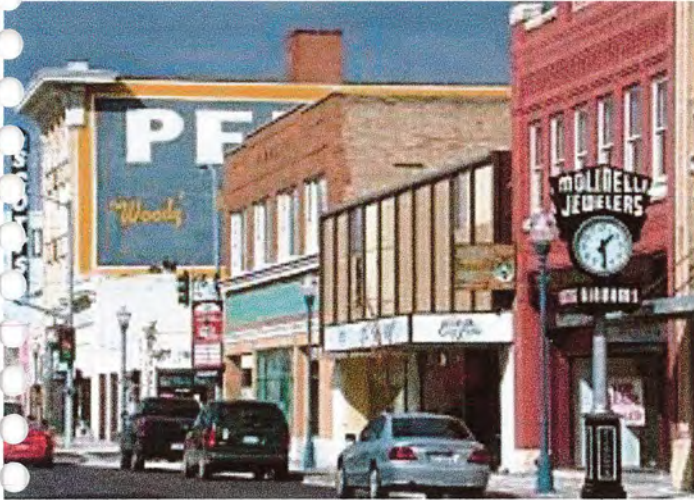
Proposer’s Signature: 

Print Name: Geoff Dickinson

Print Title: Partner

Name of Firm: SB Friedman Development Advisors, LLC

Date: 9/13/2023



PROFESSIONAL SERVICES FOR

## ELIGIBILITY AND FEASIBILITY STUDIES

Pocatello, Idaho

Prepared for the

**Pocatello Development Authority**

August 17, 2023



RECEIVED  
AUG 18 2023  
By *EMC* 2:59pm



Urban Renewal & Economic Development



*Outwest Policy Advisors*

225 S 30 W  
Burley, Idaho 83318  
208.431.7356  
brentj.tolman@gmail.com

**Brent J Tolman, MBA, CPM  
President**

August 17, 2023

Mr. Brent McLane, Executive Director  
Pocatello Development Authority  
911 North 7<sup>th</sup> Avenue  
Pocatello, ID 83201  
RE: Request for Professional Services

Outwest Policy Advisors is pleased to submit the attached proposal in response to the Request for Proposals for Professional Services. Our experience in economic and urban renewal projects spans more than 25 years and includes a mix of urban renewal plans encompassing downtown projects, single project manufacturing plans, and mixed use residential/commercial projects. This breadth of experience provides us with the knowledge, skills, and abilities to assist the Pocatello Development Authority with the projects outlined in the request for proposals.

Outwest Policy Advisors has completed numerous urban renewal projects across southern and southeast Idaho. The following three projects completed by Outwest Policy Advisors most closely resemble the proposed project areas for Pocatello:

- |                           |          |                                     |
|---------------------------|----------|-------------------------------------|
| • 2022 Downtown Plan      | Burley   | 1911 gross acres, 1658 net acres    |
| • 2020 Northside Crossing | Chubbuck | 226 acres, Chubbuck Creative Zoning |
| • 2020 Harvest Springs    | Chubbuck | 309 acres, Chubbuck Creative Zoning |

Brent Tolman will be the Project Manager with administrative and GIS support from Danielle Phillips, Together Brent and Danielle bring a wealth of knowledge to the planning process and can help PDA prepare plans to benefit the Agency, the city, and ultimately the businesses and residents of Pocatello.

We look forward to working with you and the Agency Board in helping to accomplish your goals for the project areas and meet the needs of the community.  
Sincerely

Outwest Policy Advisors

Brent J Tolman  
President | [brentj.tolman@gmail.com](mailto:brentj.tolman@gmail.com)

Danielle M Phillips  
Administrative Assistant



## TABLE OF CONTENTS

**COVER LETTER**

**OUTWEST POLICY ADVISORS TEAM**

**SCOPE OF WORK**

**COST PROPOSAL**

**RESPONSE CERTIFICATION**

**WAIVER & RELEASE**



## *Outwest Policy Advisors*

2207 Overland Ave  
Burley, Idaho 83318

208.431.7356

brentj.tolman@gmail.com

**Brent J Tolman, MBA, CPM**  
**President**

## *Brent Tolman*

### *Outwest Policy Advisors*



Mr. Tolman brings over twenty-five years of experience in economic, workforce, and urban renewal development to Outwest Policy Advisors (OPA). During that time Brent has worked to increase the viability of local communities through various economic development organizations, consulted with hundreds of companies on workforce development, and guided the Urban Renewal Agency for Heyburn, Idaho as an Agency Commissioner from its 2010 start-up through 2017, serving five years as the Agency Secretary/Treasurer.

Brent started Outwest Policy Advisors to assist Idaho communities with economic, workforce, and urban renewal development policy and activities. Brent has a passion for helping Idaho communities grow and prosper as they offer unique qualities and opportunities only found in rural America; and by all rights, Idaho is still considered a rural state. Outwest Policy Advisors provides administrative services to the Heyburn Urban Renewal Agency, the Jerome County Urban Renewal Agency, and the Rigby Urban Renewal Agency.

Brent earned an Executive Master of Business Administration from Boise State University and is a State of Idaho Certified Public Manager. While employed with the State of Idaho Department of Labor, Brent was recognized for his service to businesses receiving the Idaho State Chapter of the International Association of Workforce Professionals Outstanding Services to Business Customers award.

Brent has served on a variety of public agency and community boards. In addition to serving as a Heyburn URA Commissioner, he also served seven years as a member of the Board of Directors for the Mini-Cassia Chamber of Commerce, serving one year as Board President; has served as a member of the Board of Directors for Region IV Development Association since October 1999, serving as Chairman of the Board from 2015-2019, and the Board of Directors for the Redevelopment Association of Idaho, currently



serving as President of the Board. Previously Brent served as a member of the board for the Mini-Cassia Economic Development Commission and Southern Idaho Development.

## **Relevant Project Experience**

Through his work with Urban Renewal Agencies in Heyburn, Jerome County and Rigby, Mr. Tolman has developed the knowledge and insight in guiding communities on public projects that ultimately can help to attract new jobs and expand community offerings and enhance the quality of life. Outwest Policy Advisors has completed or is working on the following projects:

- McCain Foods URD Feasibility Study Update – Burley
- The Boulevard – Heyburn
- Business Park 208 – Heyburn
- Crossroads Point Deannexation Plan Amendment – Jerome County
- Crossroads Point Phase 2 – Jerome County
- The Boulevard Plan Amendment – Heyburn
- Highway 48 East Eligibility Study – Rigby
- Rigby Lake Eligibility Study – Rigby
- South Rigby Eligibility Study – Rigby
- Rigby 4000 East Eligibility Study - Rigby
- Siphon Road West Eligibility Study Update 2020 – Chubbuck
- Harvest Springs Feasibility Study – Chubbuck
- Northside Crossing Feasibility Study – Chubbuck
- North Bridge Junction – Jerome County
- Burley Development Authority Deannexation Plan RAA 7 – Burley
- Burley Downtown Plan (RAA 8) – Burley
- Northgate Development – Heyburn
- INH/Exit 211 - Heyburn

Prior to starting Outwest Policy Advisors, Mr. Tolman assisted over 100 companies in relocation and expansion efforts across the state of Idaho and helped many of these companies apply for and manage their Workforce Development Training Fund Grants. With over a 95% success rate in helping companies apply for these training grants, Mr. Tolman has the experience and ability to interpret grant requirements and communicate them effectively to stakeholders both in the private and public sectors. Additionally, Mr. Tolman helped Region IV Development in securing a \$5,000,000 grant from the US Departments of Labor and Commerce to integrate workforce and economic development in South Central Idaho. Further, Mr. Tolman was a key partner in the submission of an application to the US Department of Commerce, Economic Development Administration for designation of the Magic Valley as a Manufacturing Community under the Investing in Manufacturing Communities Partnership program, one of only 24 communities so recognized across the country.



*Outwest Policy Advisors*

225 S 30 W

Burley, Idaho 83318

208.431.7356

brentj.tolman@gmail.com

**Brent J Tolman, MBA, CPM**

**President**



*Danielle Phillips*

*Outwest Policy Advisors*

Danielle has a degree in Natural Resources Biology with a focus in GIS technology and soil science. Danielle has compiled GIS information from multiple sources to build visual analyses to distill complex data sets into easily utilized information. Danielle's background in soil science gives her a unique understanding of how the local environment affects the analysis and development of economic feasibility studies and urban renewal plans. Danielle's ability to integrate GIS information coupled with her Natural Resources degree enable her to see potential issues in urban renewal projects that others often miss. Danielle also brings a wealth of knowledge in technical writing and proposal presentation. Danielle and her husband Jacob currently reside in Rupert, Idaho on 20 acres with their two sons Lincoln and Levi



*Outwest Policy Advisors*

225 S 30 W  
Burley, Idaho 83318

208.431.7356

brentj.tolman@gmail.com

**Brent J Tolman, MBA, CPM**

**President**

## REFERENCES

Chris James, Chair

Heyburn Urban Renewal Agency

[jamemich@isu.edu](mailto:jamemich@isu.edu)

C: 208.312.6605

Devin Hillam, Administrator

Chubbuck Development Authority

[DHillam@cityofchubbuck.us](mailto:DHillam@cityofchubbuck.us)

O: 208.239.3239

C: 208.844.1436

Steven Huettig, Acting Chair

Jerome County Urban Renewal Agency

[idwindstar@protonmail.com](mailto:idwindstar@protonmail.com)

C: 208.308.3718

Scott Bybee, Administrator

Buhl Urban Renewal Agency

[sbybee@mionspring.com](mailto:sbybee@mionspring.com)

C: 208.316.8299

Steve Abbott, Chair

Rigby Urban Renewal Agency

[abbottstores@gmail.com](mailto:abbottstores@gmail.com)

C: 208.716.3290

Tony Morley, City Administrator

City of Heyburn

[tmorley@heyburncity.org](mailto:tmorley@heyburncity.org)

O: 208.679.8158

C: 208.312.4101

**PROPOSAL FOR PROFESSIONAL SERVICES  
POCATELLO DEVELOPMENT AUTHORITY**



**OUTWEST POLICY ADVISORS**

**August 17, 2023**

**PREPARED BY  
BRENT TOLMAN**

## **Urban Renewal Project Scope of Work**

This document outlines the tasks and estimated timelines necessary to develop a new urban renewal area within any political jurisdiction in the state of Idaho. The estimated timelines and process of creating an urban renewal district will vary based on ease of acquiring the required information and input from the Agency, the City, involved developers, and the ability to secure outside services as required in a timely manner.

### **1) Consultant's Tasks**

#### **A. Eligibility Report**

Consultant will prepare an urban renewal eligibility report to determine if a proposed study area is a deteriorated or deteriorating area as required by Idaho Code 50-2008 (a), evaluating the characteristics described in Idaho Code 50-2018(8), Idaho Code 50-2018(9), and 50-2903 (8)(a-f) on the subject properties as determined by the Agency. Upon executing this agreement, the Agency and Consultant will define the general geographic boundaries of the study area and describe those in Exhibit A (Project Description) to be included for consideration by the Agency and the City Council.

##### **i. Narrative Report**

Consultant will provide a narrative report describing the property, geographical boundaries, and conditions found to exist after a visual inspection of the proposed study area. The report shall identify the eligibility criteria met under applicable Idaho Code and the types of needed improvements for consideration as an urban renewal area. Consultant will prepare.

##### **ii. Property Eligibility Report Map**

Consultant will prepare a draft map of the study area identifying the characteristics of a deteriorating area in the proposed urban renewal area.

#### **B. Economic Feasibility Study**

Consultant will prepare an Economic Feasibility study (the "Study") in conformity with the requirements of Idaho Code Title 50 Chapters 20 and Chapter 29 inclusive, specifically I.C. 50-2905 which requires specificity regarding:

1. The kind, number, and location of all proposed public work or improvements within the revenue allocation area;
2. An economic feasibility study, including estimated new development and resulting revenue;
3. A detailed list of estimated project costs for all proposed public works or improvements within the revenue allocation area;
4. A fiscal impact statement showing the impact of the revenue allocation area, both during and until and after any bonds are repaid, upon all taxing districts levying taxes upon property in revenue allocation area; and
5. A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred

**C. Urban Renewal Plan**

Consultant will review the text and appropriate attachments of the urban renewal plan prepared in consultation with legal counsel, to determine conformance with statutory requirements and proposed public improvements and facilities. The urban renewal plan shall conform to the requirements of Idaho Code Title 50 Chapters 20 and 29 inclusive.

**D. Consultation**

Consult with Agency and City staff, consultants, developers, impacted residents, and other interested parties as necessary to complete the eligibility and economic feasibility studies proposed herein. Additionally, the Consultant will coordinate and collaborate with legal counsel as needed in preparing and proofing the urban renewal plan.

**E. Work Program and Meetings**

**Eligibility Study**

Consultant will conduct an onsite review of the proposed study area and evaluate existing conditions against the statutory criteria for eligibility; will work with Agency staff, city officials, residents, and developers in conducting the study and will prepare a written Eligibility Study report as described in Section 1.A.

Consultant anticipates at least three (3) meetings as described below:



1. Consultant will attend a work Session with Agency board, city staff, Agency legal counsel, developers, and other parties as needed to conduct the onsite review of the study area.
2. Consultant will attend the meeting at which the eligibility study is presented to the Agency for approval and referral to the City Council
3. Consultant will attend the City Council meeting at which the Eligibility Study will be presented to the City Council for a finding that the study area is a deteriorated or deteriorating area.

Consultant will be available to present any aspect of the plan, the Study, and address questions raised by the meeting participants.

### **Feasibility Study**

Consultant will meet with interested parties and conduct an onsite review of previously determined eligible areas to assess the needs of public infrastructure improvements, identify potential new development projects and determine resulting incremental tax revenues; will work with Agency staff, city officials, residents, developers, and other interested parties in conducting the study and will prepare a written Feasibility Study report as described in Section 1.B.

Consultant anticipates five (5) meetings as described below:

1. Consultant will attend a work session with the Agency, Agency Staff, developers, and others to seek input on anticipated new development in the proposed project area.
2. Consultant will attend a work session with the Agency, Agency Staff, developers, and others to review initial plan draft, consider a joint work session with City Council.
3. Consultant will attend the Agency meeting at which the Plan and Study will be considered for adoption and referral to City Council for Council approval of the plan.
4. After the City Council refers the proposed Urban Renewal Plan to the Planning and Zoning Commission for the required finding that the plan conforms to the City's comprehensive plan, Consultant will attend the Planning and Zoning Commission meeting and participate as requested
5. Consultant will attend the meeting at which the plan is presented to the City Council for a public hearing and formal adoption of the plan.

Consultant will be available to present any aspect of the plan, the Feasibility Study, and

address questions raised by the meeting participants.

## 2) Agency\City Tasks

Agency\City shall undertake and complete the following:

- A. **Land Use Map** Prepare a land use map of the urban renewal or amended renewal area. Such map shall conform to the city's comprehensive plan, zoning map and such other information as may be appropriate. This map shall be prepared in a form to be included as an attachment to the urban renewal plan or amended renewal plan.
- B. **Required Public Improvements and Facilities** prepare the information for the list of public improvements and cost estimates specified in Sections 1 B1 and B3 of this exhibit and provide input regarding other financing sources for these improvements to prepare section 1 B5 of this exhibit. The city may defer this task to the developer.

## 3) Additional Tasks

The Agency\City shall cause the following tasks to be completed or instruct the Consultant to procure such services. Procurement of such services will be in addition to the proposed costs of the Feasibility Study with no markup of such procured services other than time and expenses of Consultant to procure such services as agreed in the Consultant Agreement.

- A. **Property Eligibility Report Map** prepare a map from a draft prepared by consultant, identifying the characteristics of a deteriorating area in the proposed project area.
- B. **Legal Description** Prepare the legal description for the urban renewal area and other revenue allocation area(s) in a form that is acceptable to the Idaho State Tax Commission and the applicable County Assessor.
- C. **Urban Renewal Project Area Map** prepare an up-to-date map of the urban renewal area(s) describing lot patterns, street rights-of-way, and other such map data as may be appropriate. Such map shall include the project name, symbol, titles, legends, north point, and a graphic scale and shall be at a sufficient scale and detail to be accepted by the Idaho State Tax Commission and the applicable County Assessor.
- D. **Copying & Printing** Print and/or copy an adequate number of copies of the Eligibility Study, Feasibility Study, and Urban Renewal Plan as needed for review by the Agency board, City Council, and documents to be distributed to affected taxing districts and



others interested parties as required. Consultant may be asked to prepare these copies subject to the applicable reimbursement rates as described below.

## **REIMBURSABLE EXPENSES**

All costs outlined below will be billed to the Agency as a pass-through cost with no additional mark-up. This policy does not limit the reimbursable expenses to those outlined below. Other expenses incurred by Outwest Policy Advisors in the act of performing business related activities are reimbursable to Outwest Policy Advisors. Outwest Policy Advisors will endeavor to keep these expenses limited to reasonable and customary items and amounts.

### Travel

Reimbursable travel expenses include time and mileage to and from client meeting locations, mileage for property inspections, and mileage to meet with developers, city and county officials, and other project needs. Travel time will be charged at an hourly rate of \$90.00 per hour. Mileage will be reimbursed at the Federal Mileage rate in effect at the time of travel.

### Copies

Any copies obtained by the consultant for use in completing the eligibility or feasibility studies and plan preparation, copies of documents provided to the Agency or other parties related to the studies and plan preparation shall be reimbursable. Outwest Policy Advisors will endeavor to minimize the number of copies needed for completing the appropriate studies. Rate for an 8 1/2" x 11" copy is currently \$0.15/black & white copy and \$0.80/color copy.

### Mailings

Any mailings required to complete the agreed upon scope of work will be reimbursable by the Agency to Outwest Policy Advisors including postage, envelopes, or related charges.

# Outwest Policy Advisors

No man steps in the same river twice; for he is not the same man and it is not the same river.

225 S 30 W  
 Burley, ID 83318  
 Phone 208-431-7356



## QUOTE

**Prepared For:**

Pocatello Development Authority  
 Brent McLane, Executive Director  
 911 North 7th Avenue  
 Pocatello, ID 83201

**DATE:** August 17, 2023  
**QUOTE #:** PDA-2023-8  
**FOR:** Consulting Services

DESCRIPTION	AMOUNT
Mileage Rate	\$0.620
Black & White Copy Rate (8 1/2" x 11")	\$0.15
Color Copy Rate (8 1/2" x 11")	\$0.80
<b>Eligibility Studies</b>	
4th & 5th Project Area Eligibility Study	\$ 7,500.00
Old Town Project Area Eligibility Study	\$ 7,500.00
South 5th Project Area Eligibility Study	\$ 7,500.00
<u>Total for all Eligibility Studies</u>	<b>\$ 22,500.00</b>
<b>Feasibility Studies &amp; Plan Preparation</b>	
<i>(subject to city council finding of a deteriorated area for any of the studies above)</i>	
Prepare a feasibility study in conformity with Idaho Code 50-2905 for the 4th & 5th Project Area, assist with plan preparation, and plan processing requirements	\$ 12,500.00
Prepare a feasibility study in conformity with Idaho Code 50-2905 for the Old Town Project Area, assist with plan preparation, and plan processing requirements	\$ 12,500.00
Prepare a feasibility study in conformity with Idaho Code 50-2905 for the South 5th Project Area, assist with plan preparation, and plan processing requirements	\$ 12,500.00
<b>Total Cost for Feasibility Study and Plan Preparation Assistance</b>	<b>\$ 37,500.00</b>
<b>Total Costs for all eligibility and feasibility studies</b>	<b>\$ 60,000.00</b>
<i>Reimbursable Expenses are not included in this estimate. Scope of Work and Reimbursable Expenses are outlined in Professional Services Proposal</i>	

If you have any questions concerning this proposal, contact Brent - 208-431-7356 brentj.tolman@gmail.com

**RESPONSE**

By submitting this proposal, the potential parties responding to this RFP certify the following:

1. This proposal is signed by the individual submitting the RFP.
2. The party responding to this RFP has read and understands the terms, conditions, and specifications set forth in this RFP.
3. Any exceptions to the terms, conditions, and/or specifications are specified in the proposal submitted by the parties responding to this RFP.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, if their proposal is accepted within 30 days from the date of the opening, to negotiate a contract to furnish the subject services as outlined in this request.

BUSINESS NAME: Outwest Policy Advisors

ADDRESS: 225 S. 30 W

CITY, STATE, ZIP: Burley ID 83318

TELEPHONE NUMBER: 208-431-7356

E-MAIL ADDRESS: brent.j.tolman@gmail.com

EXHIBIT B-REQUIRED WAIVER & RELEASE (REQUIRED FOR SUBMISSION)

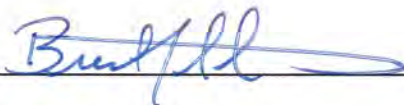
The undersigned has read this waiver and release and fully accepts the Agency's discretion and non-liability as stipulated herein, and expressly for, but not limited to, Agency's decision to proceed with a qualification-based selection process in response to the Request for Proposals (RFP) to select a company to supply consultant services to Agency for the project.

A. Discretion of Agency: The Proposer submitting a response to this RFP agrees that Agency has the right to, unless contrary to applicable state law:

- a. Modify or suspend any and all aspects of the process seeking proposals and making any decisions concerning the consultant services RFP;
- b. Obtain further information from any person, entity, or group regarding the Proposer, and to ascertain the depth of Proposer's capability and experience for supplying consultant services and in any and all other respects to meet with and consult with any Proposer or any other person, entity, or group;
- c. Waive any formalities or defects as to form, procedure, or content with respect to Agency's RFP to select a consultant and any response by any Proposer thereto;
- d. Accept or reject any sealed proposal received in response to the RFP, including any sealed proposal submitted by the undersigned; or select any one proposal over another in accordance with the selection criteria; and
- e. Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of proposal.

B. Non-Liability of Agency:

- a. The undersigned agrees that Agency shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency as identified above.
- b. The undersigned, including all team members, have carefully and thoroughly reviewed the RFP and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

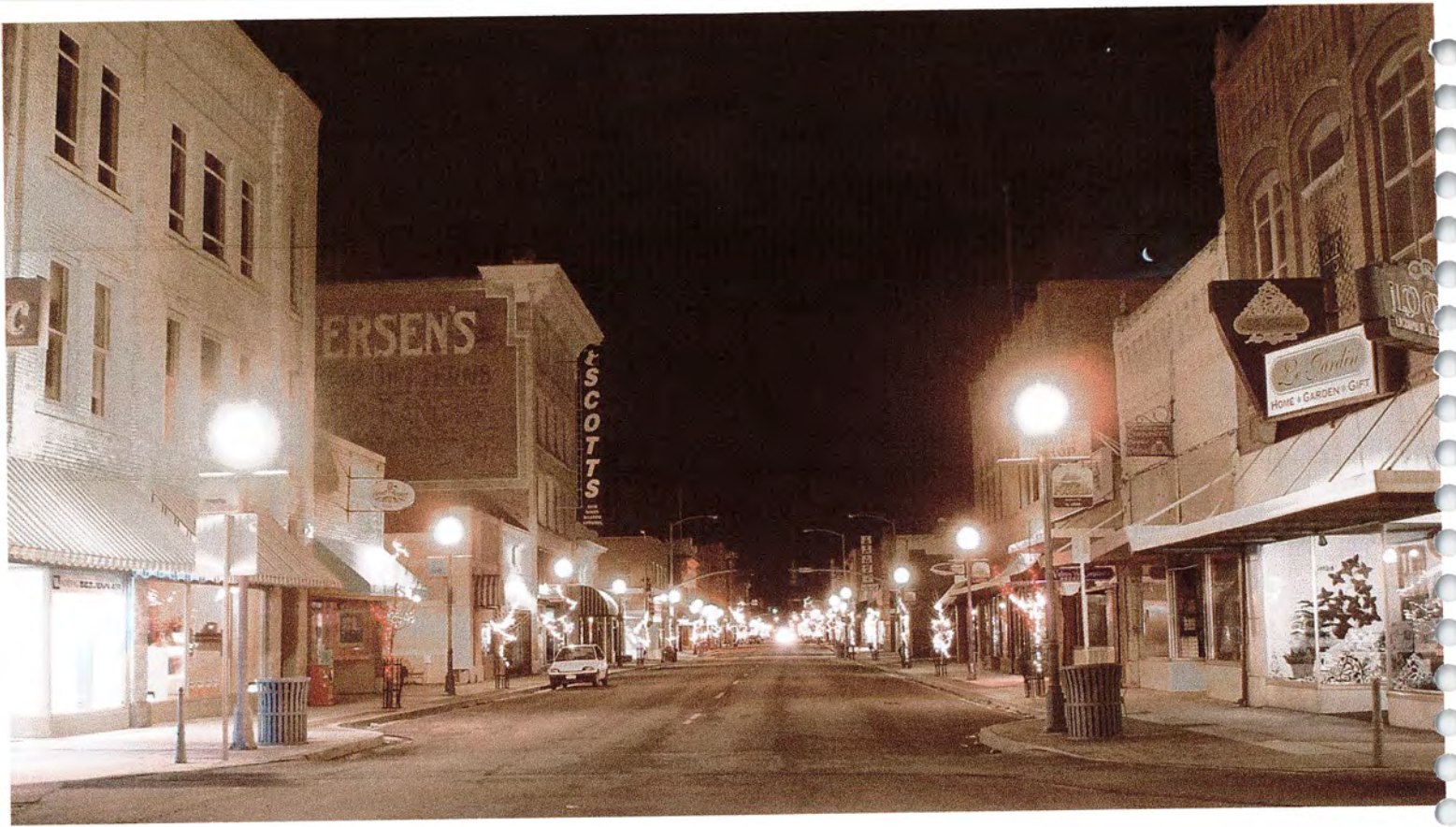
Proposer's Signature: 

Print Name: Brent J. Tolman

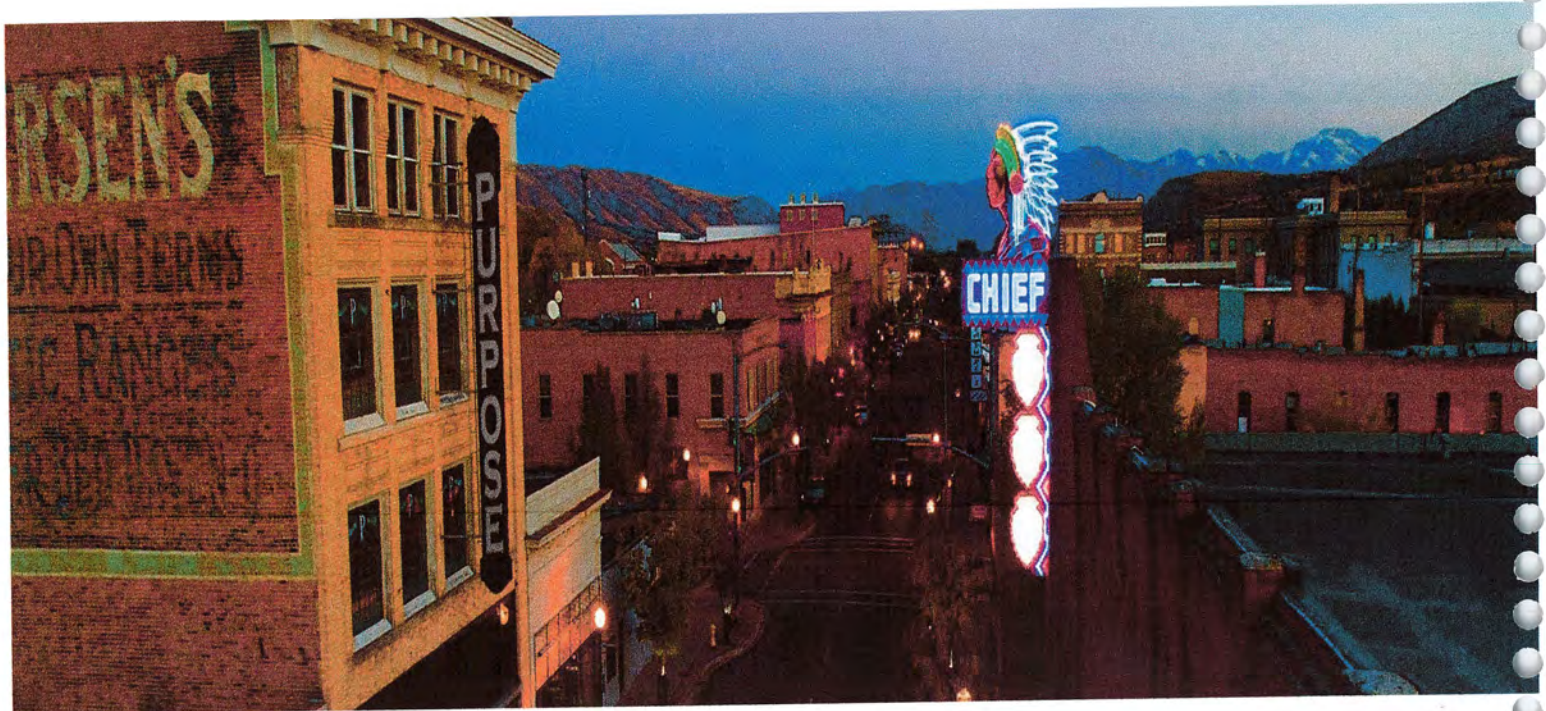
Print Title: President

Name of Firm: Outwest Policy Advisors

Date: August 17 2023



*Historic Downtown Pocatello Idaho*  
*Ross Mitchell via Wikimedia Commons*



# Action Item 5

RESOLUTION NO. 2023-004

BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO, ALSO KNOWN AS THE POCATELLO DEVELOPMENT AUTHORITY, APPROVING THE INDEPENDENT CONTRACTOR AGREEMENT FOR TREASURER/BOOKKEEPER SERVICES RELATED TO THE AGENCY WITH THANE SPARKS; AUTHORIZING THE CHAIR OR VICE-CHAIR TO EXECUTE THE AGREEMENT AND ANY OTHER NECESSARY DOCUMENTS; AUTHORIZING ANY TECHNICAL CORRECTIONS TO THE AGREEMENT; AUTHORIZING THE APPROPRIATION OF CERTAIN FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

THIS RESOLUTION, made on the date hereinafter set forth by the Urban Renewal Agency of the City of Pocatello, Idaho, also known as the Pocatello Development Authority, an independent public body corporate and politic, authorized under the authority of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended (hereinafter the “Law”) and the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (hereinafter the “Act”), a duly created and functioning urban renewal agency for Pocatello, Idaho, hereinafter referred to as the “Agency.”

WHEREAS, Agency currently contracts with Thane Sparks (the “Contractor”) for the Agency’s Treasurer/Bookkeeper Services pursuant to the Independent Contractor Agreement, which term of agreement ends on September 30, 2023 (the “2023 Agreement”). The 2023 Agreement provides the Agreement may be extended upon mutual agreement of the parties;

WHEREAS, Agency seeks to retain Contractor to provide Treasurer/Bookkeeper services for the 2024 fiscal year and to increase the monthly payment for services;

WHEREAS, Agency finds it in the best interests of the Agency to enter into the Independent Contractor Agreement – 2024 Fiscal Year (the “2024 Agreement”);

WHEREAS, Contractor and Agency Counsel have prepared a proposed 2024 Agreement, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference;

WHEREAS, the Agency Board of Commissioners finds it in the best interests of the Agency and of the public to approve the 2024 Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO, AS FOLLOWS:

Section 1: That the above statements are true and correct.

Section 2: That the Agreement, set forth as **Exhibit A** hereto, be and the same is hereby approved.

Section 3: That the Chair or Vice-Chair are hereby authorized to sign and enter into the above-referenced 2024 Agreement, set forth as **Exhibit A** hereto, and, further, are hereby authorized to execute all necessary documents required to implement the 2024 Agreement, subject to representations by the Chair and Agency legal counsel that all conditions have occurred; the Chair is further authorized to approve and accept any necessary technical changes to the 2024 Agreement, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the 2024 Agreement presented to the Agency Board at its September 20, 2023, meeting; the Chair is further authorized to perform any and all other duties required pursuant to the 2024 Agreement, including the expenditure of funds.

Section 4: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Pocatello, Idaho, on September 20, 2023. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners on this 20<sup>th</sup> day of September 2023.

APPROVED:

By \_\_\_\_\_  
David Villarreal Jr., Chair of the Board

ATTEST:

By \_\_\_\_\_  
Aceline McCulla, Secretary



EXHIBIT A

Independent Contractor Agreement  
(Treasurer/Bookkeeper Services)  
2024 Fiscal Year

4871-1239-5083, v. 1

INDEPENDENT CONTRACTOR AGREEMENT  
(Treasurer/Bookkeeper Services)

This AGREEMENT (“Agreement”) is made by and between the Urban Renewal Agency of the City of Pocatello, Idaho, d/b/a Pocatello Development Authority, an independent public body corporate and politic, organized and existing under the laws of the state of Idaho (“AGENCY”) and Thane Sparks (“CONTRACTOR”), who agree as follows:

1. **SCOPE OF SERVICES:** The CONTRACTOR shall undertake the services as described in the attached Scope of Services (Exhibit A) for the consideration stated below in Section 2.
  
2. **PRICE AND PAYMENT:** As consideration for performing the work described in the Scope of Services, AGENCY agrees to pay CONTRACTOR as follows:
  - (a) \$1,200 per month for services described in the Scope of Services related to the Treasurer/Bookkeeper services, which includes all travel costs.
  
  - (b) Reimbursable expenses for costs of mailing, copies, Agency letterhead, envelopes, and related expenses specifically for the benefit of the AGENCY shall be billed to AGENCY for the actual cost of any such expenses, without mark-up. Other reimbursable expenses that exceed \$25.00 shall be requested in writing prior to incurring those expenses and approved by the Chair or Vice-Chair of the AGENCY. Mileage will not be reimbursed.

Additionally, AGENCY and CONTRACTOR, may agree to additional scopes of services beyond those described in the attached Scope of Services, to be set forth on the form Task Order form attached here to as Exhibit B. AGENCY agrees to pay CONTRACTOR \$75.00 per hour, excluding travel time, for any such agreed upon additional defined services. Reimbursable expenses shall be the same as set forth in subsection 2(b).

3. **INVOICE:** CONTRACTOR shall maintain expense records and provide them to AGENCY each month in a format acceptable to AGENCY. Each invoice shall include an explanation of services provided, and shall specify current billing and previous payments for the fiscal year, with a total of costs incurred and payments made to date during the fiscal year. There shall be separate invoices for billing services described in the Scope of Services and for billing those agreed upon additional defined services the AGENCY and CONTRACTOR may enter into from time to time as set forth in a Task Order. Except as stated in the following sentence, CONTRACTOR’s invoices shall be paid within thirty (30) days, following approval by the AGENCY board. If the services subject to the invoice do not meet the requirements of this Agreement as AGENCY may determine, AGENCY shall notify CONTRACTOR in writing and specify all deficiencies in the work that do not meet the requirements. CONTRACTOR shall have seven (7) working days to correct or modify the work to comply with the requirements of the Agreement as set forth in AGENCY’s written notice. If AGENCY again determines the work fails to meet the requirements, AGENCY may withhold payment until deficiencies have been

corrected to AGENCY's satisfaction or may terminate this Agreement for cause as set forth in Section 18 of this Agreement.

4. **RIGHT OF CONTROL:** AGENCY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his or her other contracts and services shall not interfere with the performance of his or her services under this Agreement. AGENCY agrees to coordinate project schedules, respective commencements and deadlines with CONTRACTOR.

5. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of AGENCY. AGENCY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by AGENCY. This Agreement shall not be construed to create any employer-employee relationship between AGENCY and CONTRACTOR.

6. **RECORDS ACCESS AND AUDITS:** CONTRACTOR shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Such records shall be available for review by AGENCY representatives for three (3) years after final payment. Copies shall be made available upon request.

7. **FEDERAL, STATE, AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by AGENCY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

8. **COMPLIANCE WITH LAW:** CONTRACTOR agrees to comply with all applicable laws, ordinances, and codes of Federal, State, and local governments in the performance of the services hereunder.

9. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein, except AGENCY will issue CONSULTANT a laptop computer to use, including any necessary software and external hard drives, to be used solely for AGENCY purposes.

10. **PROPRIETARY RIGHTS:** All data, materials, reports, maps, graphics, tables, memoranda and other documents or products developed under this Agreement whether finished or not shall become the property of AGENCY, shall be forwarded to AGENCY at its request and

may be used by AGENCY as it sees fit. AGENCY agrees that if it uses products prepared by CONTRACTOR for purposes other than those intended in this Agreement, it does so at its sole risk and it agrees to hold CONTRACTOR harmless, therefore.

11. **CONFIDENTIALITY:** CONTRACTOR agrees to maintain confidentiality of all work product produced under this Agreement, including both interim and draft, materials, reports, maps, graphics, tables, memoranda, and other documents, unless and until AGENCY signifies its written approval that such work product may be published as final work product. AGENCY reserves the right to distribute the final work product as it sees fit, provided that CONTRACTOR may use final reports as approved and adopted by the AGENCY Board of Commissioners in the marketing of CONTRACTOR'S services.

12. **TERM OF AGREEMENT:** This Agreement shall be effective August 1, 2022, and shall continue through September 30, 2023, unless earlier terminated as described in Section 18 of this Agreement. AGENCY and CONTRACTOR acknowledge that this Agreement may be extended upon mutual agreement of the CONTRACTOR and AGENCY.

13. **ENTIRE AGREEMENT:** This Agreement, along with any and all Exhibits attached hereto and incorporated herein by reference, contains the entire Agreement of the parties and supercedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

14. **GENERAL ADMINISTRATION AND MANAGEMENT:** The AGENCY Chair, or his/her designee, shall be AGENCY's representative, and shall oversee and approve all services to be performed, coordinate all communications, review and approve all invoices, and carry out any and all tasks as may be required under this Agreement.

15. **CHANGES:** AGENCY reserves the right to makes changes from time to time in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in CONTRACTOR's compensation, which are mutually agreed upon by and between AGENCY and CONTRACTOR, shall be incorporated in written amendments to this Agreement and/or set forth in a Task Order.

16. **AMENDMENTS:** This Agreement may be amended only in writing, upon mutual agreement of both AGENCY and CONTRACTOR.

17. **ASSIGNMENT:** It is expressly agreed and understood by the parties hereto, that CONTRACTOR shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of AGENCY.

18. **TERMINATION OF AGREEMENT:**

- (a) **FOR CAUSE:** If, through any cause, the CONTRACTOR shall fail to fulfill its obligations in compliance with the Scope of Services under this Agreement, or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this Agreement, AGENCY shall thereupon have the right to

terminate this Agreement by giving written notice to the CONTRACTOR and specifying the effective date thereof at least fifteen (15) days before the effective date of such termination. If this Agreement is terminated for cause, CONTRACTOR shall be paid an amount for the actual services performed in accordance with this Agreement through the cancellation date.

- (b) **TERMINATION FOR CONVENIENCE:** AGENCY or CONTRACTOR may terminate this Agreement at any time, for any reason, by giving at least fifteen (15) days' notice in writing to the non-terminating party. If this Agreement is terminated as provided herein, CONTRACTOR shall be paid a prorated amount for the unpaid monthly payment amount through the termination date. CONTRACTOR shall also provide AGENCY all products or works of consulting generated to date of termination.

19. **NOTICES:** Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addresses as follows:

To AGENCY:

Brent McLane, Executive Director  
Pocatello Development Authority  
911 North 7<sup>th</sup> Avenue  
Pocatello, ID 83201

To CONTRACTOR:

Thane Sparks  
122 N. 3500 E.  
Rigby, ID 83442

20. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless AGENCY and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with CONTRACTOR's negligence or intentionally wrongful acts or omissions during the performance of this Agreement by CONTRACTOR or CONTRACTOR's agents, employees, or representatives. In case any action or proceeding is brought against AGENCY or its officers, agents, or employees by reason of or arising out of connection with CONTRACTOR's negligence or intentionally wrongful acts or omissions during the performance of this Agreement, CONTRACTOR, upon written notice from AGENCY, shall at CONTRACTOR's expense, resist or defend such action or proceeding.

21. **INSURANCE:** Prior to commencing to provide services under this Agreement, CONTRACTOR shall obtain at its sole cost and expense, and thereafter maintain for the term of this Agreement, at least the minimum insurance coverages set forth below:

- (a) CONTRACTOR shall maintain in full force and effect worker's compensation and Employer's Liability as required by applicable law or regulation and provide proof to AGENCY of such coverage or that such worker's compensation insurance is not required under the circumstances.
- (b) CONTRACTOR agrees to obtain and keep in force during the term of this Agreement an automobile liability insurance policy with minimum coverage of \$300,000 per claim and a minimum aggregate policy limit of \$300,000 unless alternative coverage and policy limit amounts are agreed to by the AGENCY Board.
- (c) As may be requested by the AGENCY Board, CONSULTANT agrees to obtain and keep in force during the term of this Agreement an E&O insurance policy for bookkeepers with minimum coverage of \$500,000 per claim and a minimum aggregate policy limit of \$500,000 unless alternative coverage and policy limit amounts are agreed to by the AGENCY Board.
- (d) CONTRACTOR shall provide to AGENCY proof of workers compensation and automobile liability coverage as set forth above before commencing its performance as herein provided and shall require insurer to notify AGENCY ten (10) days prior to cancellation of said policy or policies.

22. **NONWAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

23. **APPLICABLE LAW:** Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

24. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

25. **ATTORNEY FEES:** Should any litigation or arbitration be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to costs and reasonable attorneys' fees as determined by arbitrator or court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

26. **DISPUTES:** In the event that a dispute arises between AGENCY and the CONTRACTOR regarding application or interpretation of any provision of this Agreement, the aggrieved party shall promptly notify the other party to this Agreement of the dispute within ten (10) days after such dispute arises. If the parties shall have failed to resolve the dispute within thirty (30) days after delivery of such notice, the parties may first endeavor to settle the dispute in an amicable manner by mediation. If the parties elect to mediate their dispute, the parties will select a mediator by mutual agreement and agree to each pay half of the mediator's costs and fees. The mediation will take place in Pocatello, Idaho, unless otherwise agreed by the parties in

writing. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation, each party shall have the right to pursue any rights or remedies it may have at law or in equity. If the parties do not mutually agree to mediate the dispute, either party may pursue any rights or remedies it may have at law.

27. **COORDINATION WITH OTHER CONTRACTORS:** CONTRACTOR recognizes that AGENCY has or may enter into agreements with other CONTRACTORS that provide other services. Upon request, CONTRACTOR agrees to coordinate with and work in conjunction with other consultants when the need arises.

28. **SUCCESSORS IN INTEREST:** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereby and their respective successors and assigns.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR have executed this Agreement as of the effective date specified above.

**AGENCY**

**CONTRACTOR**

By: 

By: Shane Sparks

Printed Name: David Villanueva, Jr.

Shane Sparks

Title: Customer

\_\_\_\_\_

DATE: 08/30/2022

DATE: 8/29/2022



EXHIBIT A  
SCOPE OF SERVICES

CONTRACTOR shall provide the following services:

A. Treasurer/Bookkeeper Services

- Attend Agency board meetings
- Documenting transaction details for multiple revenue allocation areas
- Recording financial transactions for multiple revenue allocation areas, including review of parcel records and tax payments from the County as may be necessary
- Preparation and presentation of monthly financial reports for board meetings
- Reconciliation of bank statements
- Preparation of revenue projections
- Determining borrowing/cash flow capacity for eligible projects
- Fact-checking accounting data
- Cash flow management
- Submission of bills to Agency Board for approval
- Payment of bills following Board approval
- Preparation of annual budget, any related notices for publication, and submission to the City Clerk
- Retain and provide necessary information to the auditors, including preparation of financial statements
- Make payments on Agency contractual obligations
- Retain Agency records and documents as directed by the Agency's Executive Director
- Assist in the preparation and filing of the Agency's annual report and other annually required reporting information

EXHIBIT B  
FORM  
TASK ORDER NO. \_\_\_\_\_

1. Project Description.

2. Scope of Services. Under the terms of this Task Order, the Contractor shall perform the following:

3. Estimated Time of Performance.

4. Estimated Costs.

IN WITNESS WHEREOF, AGENCY and CONTRACTOR have executed this Agreement as of the effective date specified above.

**AGENCY**

**CONTRACTOR**

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

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

Printed Name: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

4889-5242-5004, v. 1

# Action Item 6

**Pocatello Development Authority  
 Monthly Finance Report  
 September 20, 2023  
 Fiscal Year 2023**

**Expenditure Approvals:**

**Checks to be ratified:**

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>	
ICCU VISA	dbt23-7	69.99	Microsoft Office 365 annual subscription

**Checks to be approved:**

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>	
ICCU VISA	dbt23-8	107.47	Subway - lunch
Thane Sparks	1492	1,200.00	September services
ICRMP	1493	4,249.50	1st half Insurance FY2024

**Cash Balances as of September 20, 2023**

	<u>General Fund</u>		<u>Naval Ordinance</u>		<u>North Portneuf</u>		<u>Airport</u>		<u>Northgate</u>		<u>Total</u>	
	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>
<b>Cash</b>	1,099,613.42		57,392.15		1,674,043.64		33,003.36		384,092.19		3,248,144.76	
<b>Income</b>												
Administrative fees	69,629										69,629	0.00
Property taxes		17,633.06	263,050	120,562.35	35,999	97,613.27	99,926	83,593.95	10,609	331,327.22	409,584	650,729.85
Note payments		7,359.56									-	7,359.56
Interest income	3,508	16,220.62	1,614	3,166.79	1,866	24,223.63	600	376.21	33	5,216.17	7,621	49,203.42
Other		20.00									-	20.00
<b>Total Income</b>	<b>73,137</b>	<b>41,233.24</b>	<b>264,664</b>	<b>123,729.14</b>	<b>37,865</b>	<b>121,836.90</b>	<b>100,526</b>	<b>83,970.16</b>	<b>10,642</b>	<b>336,543.39</b>	<b>486,834</b>	<b>707,312.83</b>
<b>Expense</b>												
Administrative expense			44,719		6,120		16,987		1,804		69,630	0.00
Luncheon costs	2,000	1,961.26									2,000	1,961.26
Office expenses	300	513.06									300	513.06
Dues and memberships											-	0.00
Insurance	7,500	7,944.00									7,500	7,944.00
Training and Travel												0.00
City admin charges	9,100	18,519.39									9,100	18,519.39
Professional services	48,000	33,803.61		1,363.00			36,350.91		1,727.00		48,000	73,244.52
Economic Development Grants		84,941.00										84,941.00
Non-capital Infrastructure	1,143,113		1,802,996	1,091,088.95	1,579,785		129,430		42,663		4,697,987	1,091,088.95
<b>Total Expense</b>	<b>1,210,013</b>	<b>147,682.32</b>	<b>1,847,715</b>	<b>1,092,451.95</b>	<b>1,585,905</b>	<b>0.00</b>	<b>146,417</b>	<b>36,350.91</b>	<b>44,467</b>	<b>1,727.00</b>	<b>4,834,517</b>	<b>1,278,212.18</b>

**From:** [Treasurer PDA](#)  
**To:** [McCulla, Aceline](#)  
**Subject:** FW: Your purchase of Microsoft 365 Personal has been processed  
**Date:** Wednesday, August 23, 2023 11:03:29 AM

---

Renewal of Microsoft office, yearly subscription. PDA Laptop – Credit Card purchase 8/23/2023

---

**From:** Microsoft <microsoft-noreply@microsoft.com>  
**Sent:** Wednesday, August 23, 2023 11:00 AM  
**To:** pdatreasurer@outlook.com  
**Subject:** Your purchase of Microsoft 365 Personal has been processed



## Your purchase of Microsoft 365 Personal has been processed

Thanks for subscribing to Microsoft 365 Personal. We're happy you're here.

We've charged USD 69.99 to Visa \*\*0272. For a complete breakdown of charges, see your [order details](#).

Starting Saturday, September 14, 2024, you'll be billed every 1 year at USD 69.99 plus applicable taxes to Visa \*\*0272.

We'll tell you if this price ever changes. Cancel to stop future charges or change how you pay by visiting your [Microsoft account](#) or [Contacting Support](#). [How do I cancel my subscription?](#)

[Discover benefits >](#)

[Install Office >](#)

### Subscription Information

**Subscription:** Microsoft 365 Personal

**Order Number:** 6934477294

**Plan Price:** USD 69.99 plus applicable taxes/1 year

**Renewal Date:** September 14, 2024

Subway			
114 S 5th Ave STE A			
Pocatello ID 83201			
208.242.3822 (GM Nicole call direct for special orders at 208.252.0222) email order: sweetking80@att.net			
<b>City of Pocatello Tax Exempt ID: 82-6000244</b>			
<b>City of Pocatello PDA Luncheon for September 20, 2023</b>			
Check payable to Subway      Brian/Trinity 208.242.3822, 208.252.0222 DM Nicole Mobile			
Deliver to: <b>911 N 7th Ave, City Hall Council Chambers by 10:45 a.m.</b>			
<b>Call Aceline to confirm price &amp; details      mobile 406.202.6444 / office 208.234.6184</b>			
Items	Qty	Each Cost	Totals
12" Steak & Cheese, PepperJack, Artisan Italian Tst'd	1	\$ 10.19	\$ 10.19
6" Steak & Cheese, PepperJack, Artisan Intl Tst'd (Label Jeff no lettuce)	1	\$ 6.59	\$ 6.59
12" Meatball Marinara, PepperJack, Artisan Italian Tst'd	1	\$ 8.19	\$ 8.19
12" Spicy Italian, PepperJack, Artisan I Let, Tom Tst'd	1	\$ 8.39	\$ 8.39
12 Rotisserie-Style CK, PepperJack, Artisan Italian, Let, Tom Tst'd	1	\$ 10.19	\$ 10.19
12" Black Forest Ham, PepperJack, Artisan Italian, Let, Tom Tst'd	1	\$ 8.29	\$ 8.29
12" Oven Rstd Turkey, PepperJack, Artisan Italian, Let, Tom Tst'd	1	\$ 9.19	\$ 9.19
12 - 4 Rasp/ChCake, 4 White Chip Mac Nut, 4 Choc Chip	4	\$ 2.29	\$ 9.16
13 Chips (2 Cool, 2 Classic, 3 Jale, 3 NC Doritos, 3 Harvest Sun )	13	\$ 1.49	\$ 19.37
<b>TOTAL FOOD</b>			<b>\$ 89.56</b>
Gratuuity 20% on food			\$ 17.91
Coupon Discount			\$ -
<b>TOTAL CHECK AMOUNT</b>			<b>\$107.47</b>
<b>Instructions for packaging each sandwich:</b>			
1) cut whole subs in half, and then cut each 6" sub in half before wrapping.			
2) all subs are dry (mustard, mayo & (4) O/V packets on side)			
3) each cookie should be in its own wrapper			
4) napkins 2-3 per person please			
5) <b>Write Jeff's's name on his sandwich, as he is allergic to lettuce</b>			



**Member Billing Contact:**

Brent McLane  
 Pocatello Development Authority  
 PO Box 4169  
 Pocatello, ID 83205

**Invoice Date:** 9/1/2023  
**Invoice Number:** 18045 - 2024 - 1  
**Policy Period:** 10-1-23 to 9-30-24  
**Policy Number:** 43A18045100123

## Insurance Billing

DESCRIPTION
<p>10/1/2023 - 9/30/2024 Policy Year Annual Premium: \$8,499.00</p> <p>Minimum Due 10/15/2023: \$4,249.50            Balance Due 4/15/2024: \$4,249.50</p> <p><b>For proper application, please do not combine other payments with your premium remittance.</b></p>

Please Detach and Submit with Payment

**Member:**

Pocatello Development Authority  
 PO Box 4169  
 Pocatello, ID 83205

**Make Checks Payable to:**

ICRMP  
 PO Box 15116  
 Boise, ID 83715

<b>Invoice Date:</b>	9/1/2023
<b>Invoice Number:</b>	18045 - 2024 - 1
<b>Due Date:</b>	10/15/2023
<b>Minimum Due:</b>	<b>\$4,249.50</b>
<b>Amount Paid:</b>	

Write Amount Paid Here

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



**SUMMARY OF ICRMP PUBLIC Entity POLICY CHANGES**  
**October 1, 2023 through September 30, 2024**

**A. SECTION II, GENERAL DEFINITIONS**

**Item 1: A. (22.) *Personal Injury* – CLARIFY**

Removed duplicitous terms already contained within “bodily injury” definition, as this removes ambiguity. (Page 4)

**Item 2: A. (24.) *Pollutants* – CLARIFY**

Added to the definition to include “PFAS” or Perfluoroalkyl and Polyfluoroalkyl Substances are considered a pollutant. (Page 4)

**Item 3: A. (30.) *Terrorism* – CLARIFY**

Amended the definition to align with program reinsurers to mirror within the policy issued to ICRMP members as this removes ambiguity. (Page 5)

**B. SECTION III, GENERAL CONDITIONS**

**Item 1: A. (4.) *Cancellation* – CLARIFY**

Added language to explain the premium refund to the member in the event of a cancellation. (Page 8)

**Item 2: A. (6.) *Deductibles* – CLARIFY**

Amended language to include how a percentage deductible will apply to a covered loss, as well as how the deductible(s) apply to a loss. (Page 9)

**C. SECTION IV, GENERAL EXCLUSIONS**

**Item 1: A. (2.) *Asbestos, Dioxin, Polychlorinated Biphenyls or PFAS* – REDUCTION**

Added PFAS (Perfluoroalkyl and Polyfluoroalkyls Substances) to this exclusion to remove coverage for claims related to PFAS. Additionally, expanded language to match that of reinsurers (Page 15)

**Item 2: A. (3.) *Bids or Estimates* – REDUCTION**

Added wording “or failure to comply with bid statutes” to align with intent of exclusion (Page 15)

**Item 3: A. (9.) *Course and Scope* – CLARIFY**

Removed language surrounding malice and criminal intent as its own stand-alone exclusion to remove ambiguity. (Page 16)

**Item 4: A. (10.) *Criminal and Malicious Acts* – REDUCTION**

Added exclusion to not cover claims resulting from an act performed with malice or criminal intent. This language was previously found in the Course and Scope exclusion and is now an exclusion on its own. (Page 16)

**Item 5: A. (17.) *Fungi* – REDUCTION**

Expanded the exclusion to match reinsurers exclusion language to ICRMP. (Page 18)

**Item 6: A. (18.) *Hostile or Warlike* – REDUCTION**

Expanded the exclusion to match reinsurers exclusion language to ICRMP. (Page 18-19)

**Item 7: A. (26.) *Library Materials* – REDUCTION**

Added exclusion for claims stemming from allegations of materials accessed through a library, claimed to be harmful to a minor, or in violation of any section contained in Idaho Code Title 18, Chapter 15, or any other local, state or federal law or rule. Included in this exclusion are claims brought for enforcement or compliance with state law pertaining to duties. (Page 20)

**Item 8: A. (31.) *Silica* – REDUCTION**

Expanded the exclusion to match reinsurers exclusion language to ICRMP. (Page 22)

**D. SECTION V, PROPERTY INSURANCE**

**Item 1: Property Insurance – CLARIFY**

Updated “limit of indemnification” to “limit(s) of insurance” (Throughout)

**Item 2: Property Insurance A. 1. (2) *Debris Removal* – REDUCTION**

The sublimit for debris removal is now whichever is lesser, instead of greater (Page 23)

**Item 3: Property Insurance A. 1. (3) *Increased Cost of Construction* – REDUCTION**

The sublimit is reduced to \$2,500,000 per occurrence (Page 23-24)

**Item 4: Property Insurance A. 1. (5) *Operational Disruption Expense* – REDUCTION**

The sublimit is reduced to \$500,000 per occurrence (Page 24)

**Item 5: Property Insurance A. 1. (6) *Property in the Course of Construction* – REDUCTION**

The sublimit is reduced to \$1,000,000 per occurrence (Page 25)

**Item 6: Property Insurance A. 1. (7) *Protection and Preservation of Property* – REDUCTION**

Sublimited to \$250,000 per occurrence, where it was not previously sublimited (Page 25)

**Item 7: Property Insurance A. 1. (8) *Valuable Papers and Records* – REDUCTION**

The sublimit is reduced to \$250,000 per occurrence (Page 25-26)

**Item 8: Property Insurance A. 7. *Property in Transit* – REDUCTION**

The sublimit is reduced to \$250,000 per occurrence. Amended language to include coverage for insured property while being transported by others on the named insureds behalf. ICRMP will be secondary to any insurance available to those transporting the property. (Page 26)

**Item 9: Property Insurance A. 9. *Inadvertently Omitted Property* – REDUCTION**

Removed coverage for Inadvertently Omitted Property. (Page 26)

**Item 10: Property Insurance A. 9. *Newly Acquired Property* – REDUCTION**

The sublimit is reduced to \$1,000,000 per occurrence. (Page 26-27)

**Item 11: Definitions 3. *Cosmetic Damage* – CLARIFY**

Added a definition to match that of the reinsurer to the program. (Page 27)

- Item 12: Definition B. 4. – Coverings and Roof-Mounted Equipment - CLARIFY**  
Amended definition to align with that of the reinsurer to the program. (Page 27)
- Item 13: Definition B. 10. – Lease Interest - CLARIFY**  
Amended definition to apply only to buildings and structures. (Page 28)
- Item 14: Definition B. 11. – Net Lease Interest - CLARIFY**  
Amended definition to apply only to buildings and structures. (Page 28)
- Item 15: Definition B. 21. – Wind - CLARIFY**  
Added definition of Wind, to mean gust or sustained wind 50 mph or more. (Page 29)
- Item 16: Conditions 2. – Borrowed Vehicles from Other Public Entities - CLARIFY**  
Added condition that vehicles borrowed from other entities, for less than 90 days, need not be listed on the schedule of values.. (Page 29)
- Item 17: Conditions 4. – Deductibles - REDUCTION**  
Amended to better explain how deductibles are applied to the limit of insurance and not the overall loss, including percentage deductibles. (Page 29-30)
- Item 18: Property Deductibles – Flood Type 2 - REDUCTION**  
The deductible for Flood Type 2 is increased to \$50,000 per covered occurrence. (Page D-2)
- Item 19: Property Deductibles – Gymnasium Flooring - REDUCTION**  
A new deductible for water damage to Gymnasium Flooring is added at 20% of the loss per covered occurrence. (Page D-2)
- Item 20: Conditions 4. e. – Gymnasium Floor - REDUCTION**  
Explains when Gymnasium Floor deductible is applicable. (Page 30)
- Item 21: Property Deductibles – Hail - REDUCTION**  
A new deductible for Hail is added at 5% of the loss per covered occurrence. (Page D-2)
- Item 22: Conditions 4. f. – Hail - REDUCTION**  
Explains when Hail deductible is applicable. (Page 30)
- Item 23: Property Deductibles –Weight of Snow - REDUCTION**  
A new deductible for Weight of Snow is added at 10% of the loss per covered occurrence. (Page D-2)
- Item 24: Conditions 4. g. –Weight of Snow - REDUCTION**  
Explains when Weight of Snow deductible is applicable. (Page 30)
- Item 25: Property Deductibles – Wind - REDUCTION**  
A new deductible for Wind is added at 5% of the loss per covered occurrence. (Page D-2)
- Item 26: Conditions 4. g. – Wind - REDUCTION**  
Explains when Wind deductible is applicable. (Page 30)
- Item 27: Property Deductibles – Earthquake - REDUCTION**  
The deductible for Earthquake is increased to \$50,000 per covered occurrence. (Page D-2)

**Item 28: Property Deductibles – *Hail* - REDUCTION**

A new deductible for hail damage to insured property is added at 5% of the loss per covered occurrence. (Page D-2)

**Item 29: Condition C. 5. – *Earthquake* - CLARIFY**

Amended this condition to clarify how the overall sublimit of earthquake coverage will apply if multiple members are impacted in one Earthquake. Earthquake limit is now shared between public entities, public education and colleges. (Page 30-31)

**Item 30: Condition C. 6. – *Flood* - CLARIFY**

Amended this condition to clarify how the overall sublimit of flood coverage will apply if multiple members are impacted in one Flood. Flood limit is now shared between public entities, public education and colleges. (Page 31)

**Item 31: Property Limits of Insurance – *Pipes or Fittings Failure* - CLARIFY**

Added this sublimit for Pipes or Fittings Failure at \$100,000 per occurrence. (D-2)

**Item 32: Condition C. 7. – *Pipes or Fittings Failure* - CLARIFY**

Added this condition to explain how a sublimit for Pipes or Fittings Failure applies. (Page 31)

**Item 33: Condition C. 8. – *Schedule of Values* - REDUCTION**

Amended this condition to explain what must be listed on the schedule of values for coverage to extend, and that if an item is listed that is excluded in the language of the policy, no coverage exists. Where previously, mobile equipment items less than \$100,000 needn't be listed individually, now that threshold is \$25,000 (Page 31-32)

**Item 34: Condition C. 9. a. – *Valuation of Loss, Contents* - REDUCTION**

Added this condition to clarify that the most we shall pay for loss or damage to contents inside or associated with a building or structure is up to the value of contents per location as listed on the schedule of values you have on file with us. Also added valuations clause for most we will pay will not exceed the lesser of the options listed. (Page 32)

**Item 35: Condition C. 9. b. – *Valuation of Loss, Mobile Equipment, Vehicles, etc* - REDUCTION**

Amended item to clarify section as to when replacement cost or actual cash values will be used depending on the purchase date of the insured property. Additionally, limited the amount payable to 110% of the stated value for that insured property using actual cash valuations. (Page 32-33)

**Item 36: Condition C. 9. j. – *Valuation of Loss, All Other Insured Property* - REDUCTION**

Amended this condition to clarify that we shall not pay for loss or damage in excess of 110% of the stated value per location as listed on the schedule of values you have on file with us. This applies to every building and structure, regardless of the value placed on the location. We removed condition C. 8. k., as that is no longer applicable. (Page 34-35)

**Item 37: Condition C. 11. – *Wind* - REDUCTION**

Added this condition to explain how the sublimit for wind damage claims will be applied, and how a loss in excess of the public entity program aggregate will be divided among affected members. (Page 35)

**Item 38: Exclusion D. 2. g. – *Ground Water Seepage* - REDUCTION**

Amended this exclusion to not provide coverage for physical damage caused by water or other liquid under the ground surface pressing on, or flowing or seeping through. (Page 37)

**Item 39: Exclusion D. 2. h. – *Cosmetic Damage* - REDUCTION**

Added new exclusion to not provide coverage for physical damage to insured property coverings and roof-mounted equipment, where the damage is only cosmetic. (Page 37)

**Item 40: Exclusion D. 2. i. – *Sprinkler System Cessation* - REDUCTION**

Added new exclusion to not provide coverage for physical damage to insured property, where the damage is caused by fire in which the fire suppression system or sprinkler system has been out of service or otherwise intentionally caused to cease operation. (Page 37)

**Item 41: Exclusion D. 4. a. – *Service Animals* - BROADEN**

Increased limit for your service animals from \$25,000 to \$30,000 per occurrence. (Page 37)

**Item 41: Exclusion D. 4. i. – *Canal Tunnels* - REDUCTION**

Amended exclusion to clarify intent to exclude “canal tunnels”. (Page 37)

**E. SECTION VI – CRIME INSURANCE**

**Item 1: Insuring Agreement A. 4. – *Notary Public*– CLARIFY**

Amended this insuring agreement to remove “Policy in Lieu of Public Officials Surety Bond”. No change has been made to coverage; rather, we removed this language because there’s no need for an insuring agreement for the Public Officials Surety Bond, as the Crime Insurance provided is “in lieu of” the Bond. Instead, the only item remaining here is coverage for Notary Public and is the same as it was in prior year. (Page 39)

**F. SECTION VIII – GENERAL LIABILITY**

**Item 1: Exclusion C. 1. t. – *Prescribing Medication* – REDUCTION**

Added this exclusion to clarify that claims involving the prescription of medication are not covered. (Page 50)

**G. SECTION IX, LAW ENFORCEMENT LIABILITY INSURANCE**

**Item 1: Definition B. 1. – *Personal Injury* – CLARIFY**

Amended this definition to remove components that are found in the definition of Bodily Injury, as Bodily Injury is included in the definition already. (Page 51)

**H. SECTION XII, EMPLOYMENT PRACTICES LIABILITY INSURANCE**

**Item 1: Exclusion D. 1. f. – *Bodily Injury* – BROADEN**

Amended this exclusion to exclude bodily injury instead of personal injury. (Page 58)

## **I. SECTION XV, ENDORSEMENTS**

### **Item 1: #1 Pollutants Amendatory Endorsement. – CLARIFY**

Amended the name of the endorsement to better communicate this endorsement's coverage.  
(Page 64)

### **Item 2: #2 Cyber Privacy or Security Event Endorsement. – REDUCTION**

Placed sublimits of \$500,000 on Privacy Response Expenses, Regulatory Proceedings & Penalties and PCI-DSS Assessments, where they were previously included in the overall \$1,000,000 limit.

(Pages D-2; 65-74)

<b>REMITTANCE REPORT</b>	
From County Auditor of Bannock County	

**To: POCATELLO URBAN**

Remittance No.	030
Date:	August 23, 2023

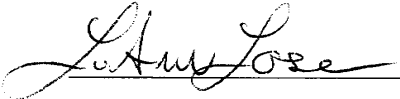
SOURCE AND FUND	PREPAID	CURRENT	-----DELINQUENT TAXES-----					INTEREST	MISC	TOTAL	
	2023	2022	2021	2020	2019	2018	2017	2016/Prior		COLLECTION	
NORTH YELLOWSTONE (1-0013)										0.00	
NAVAL ORDINANCE (1-0014)		0.03								0.03	
NORTH PORTNEUF 801 (1-0016)										0.00	
NORTHGATE (1-0017)		791.69							70.94	862.63	
NORTHGATE (83-0000)										0.00	
NORTHGATE (84-0000)										0.00	
NORTH PORTNEUF 802 (82-0000)										0.00	
PRSN PROPERTY RPLCMNT										0.00	
CIRCUIT BREAKER										0.00	
<b>COLUMN TOTALS</b>	0.00	791.72	0.00	0.00	0.00	0.00	0.00	0.00	70.94	0.00	862.66

<b>Amount of Remittance</b>	<b>862.66</b>
-----------------------------	---------------

STATE OF IDAHO,     }  
                                  }ss.  
COUNTY OF BANNOCK }

I, JASON C. DIXON, County Clerk in and for the County aforesaid, being duly sworn on oath, make the following statement:

That the foregoing is a full, true, and correct report, in accordance with Section 3326, Compiled Statutes of Idaho, as amended by Chapter 169, laws of 1925, by source and fund, of all monies paid into the treasury of said county and apportioned to the POCATELLO URBAN and included district since the 31st DAY OF JULY the date of my last report. Subscribed and sworn to in duplicate before me on the 25th DAY AUGUST 2023

 Notary Public of Bannock County.

County Clerk: JASON C. DIXON

By  Deputy Auditor

N B. The Clerk will countersign the attached order and transmit same to the treasurer of the municipality or district accompanied by a duplicate of this report.

