

POCATELLO DEVELOPMENT AUTHORITY
Agenda for the meeting of
October 18, 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 5th 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: Executive Session.** The Board may wish to go into Executive Session to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. Idaho Code Section 74-206(1)(f).
- 3. Action Item: Meeting Minutes.** The Board may wish to waive the oral reading of the Board of Commissioners' meeting minutes held September 20, 2023, and approve the minutes as written.
- 4. Action Item: Monthly Financial Report, Expenses and Reimbursements.** The Board may wish to approve the monthly financial report, expenses and reimbursements.
- 5. Action Item: Discuss and Approve the FY23 Audit Scope and Objectives Consultant Agreement by Deaton & Company.** The Board may wish to discuss and then approve the FY2023 Financial Audit Scope and Objectives Consultant Agreement by Deaton & Company.
- 6. Action Item: Approve the SB Friedman Consultant Engagement Letter for the Professional Services for the Eligibility and Economic Feasibility Study and Resolution 23-5.** The Board may wish to approve the SB Friedman Consultant Engagement Letter for the Professional Services of Eligibility and Economic Feasibility Study and Resolution 23-5.
- 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.
- 8. News for the Good of the Order.** The board may wish to discuss news for the Good of the Order.
- 9. Adjourn Regular Meeting and Move into the Work Session.**

Action Item 3

POCATELLO DEVELOPMENT AUTHORITY
Meeting Minutes for September 20, 2023 at 11:00 A.M.
Council Chambers, 911 N 7th 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.

Members present: Rick Cheatum, Greg Gunter, Jim Johnston, Nathan Richardson, Scott Turner and David Villarreal.

Members excused: Mayor Brian Blad and Jeff Hough

Members unexcused: Kirk Lepchenske.

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

No conflicts were disclosed by the Board members.

Turner introduced Martin Blair, Vice President for Research and Economic Development at Idaho State University. Blair is interested in opening up everything ISU has to the PDA and City of Pocatello, and Blair would facilitate a meeting to discuss ideas to work together.

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 August 23, 2023.

It was moved by **J. Johnston** and seconded by **N. Richardson** to approve the minutes as written from the meeting held August 23, 2023. Those in favor were R. Cheatum, G. Gunter, J. Johnston, N. Richardson, S. Turner and D. Villarreal. Motion Carried.

Turner asked that some text be added to Cheatum's comments that agenda 3 did not reflect "to approve the Budget," in the agenda action item, so the budget approval would be placed on the September 20 meeting. The Board agreed to this request.

Agenda Item 3: Approve the 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.

It was moved by **G. Gunter** and seconded by **R. Cheatum** and to approve the Fiscal Year 2024 PDA Budget and authorize the Treasurer to submit to regulatory agencies. Those in favor were R. Cheatum, G. Gunter, J. Johnston, N. Richardson and S. Turner and D. Villarreal. Motion Carried.

Agenda Item 4: 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.

McLane identified the two businesses that submitted their proposals, that the RFP was publicly noticed and only two submissions were received. **Cheatum** asked McLane for his professional guidance on the two proposals and the cost difference. **McLane** explained that the proposal by SB Friedman is a lot more

detailed as to what they will be providing, and the cost of that reflects that detail. The Out West Policy Advisors proposal is a bargain, but it is unclear what detail they will be providing in the product they will produce for us. McLane is a little wary of the lack of detail, but the dollar amounts are so significantly different that it is something to consider. **Villarreal** noted that a vacated statement about services and you get down the road a little, it additional detail you wanted becomes an add-on or change order. The SB Friedman proposal provides clarity and a broader scope and the detail and a specific dollar value to their product. Whereas, if PDA went with Out West Policy Advisors agreement and not have probability of detail, PDA would then have to go back to them and ask for changes on the initial proposal. Villarreal's view is he has more clarity of detail on the SB Friedman proposal and a more serious proposal of services. **McLane** noted that the proposals are split up so the PDA does not have engage in the entirety of the proposal. The fees are broken down by study areas. The Board may choose one, two or three of the study areas, or select the specific areas you want them to engage. **Gunter** asked if the PDA could select on a cart basis? **McLane** clarified that the PDA could select two or three of the study areas. Outwest Policy Advisors have the same approach, the initial study covers all three study areas, which is the cheapest portion; and the PDA may add-on a further study for each area if you choose. **Johnston** asked if McLane spoke with businesses listed in the RFP for as reference checks on past work projects completed. **McLane** stated he did contact some references listed and asked questions, and received positive feedback on Out West Policy Advisors, but McLane did not mention our project. **Richardson** asked if add-on fees or change orders could exceed \$440,000.00. **Villarreal** commented that he has seen change order that are much greater than that amount. **Cheatum** asked if there is additional value in SB Friedman that would be more beneficial to the PDA's desired outcome. **McLane** noted the SB Friedman proposal has market analysis detail and economic impacts the City could have if those improvements were made. The Out West Policy Advisors may provide this information also, but it was unclear because it was not provided in the detail information. They mention State Code and Feasibility Studies, but they did not go into the specifics of what they were going to provide in those documents. The PDA could get a couple page report from Out West Policy Advisors, whereas SB Friedman you may have some real data that is beneficial and the PDA can really lean on to help the PDA in this process. **Cheatum** noted the SB Friedman proposal details what the PDA can expect in the end report. The Out West Policy Advisors proposal glosses over the details, which concerns Cheatum that the PDA may not have the information they want to make necessary decisions. Cheatum wants to motion for the SB Friedman proposal.

It was moved by **R. Cheatum** and seconded by **N. Richardson** to approve the proposal by SB Friedman as presented, have legal counsel prepare the Consultant Engagement Letter for signatures to move forward with the project, and to authorize the Chair to sign the Consultant Engagement Letter and Resolution 23-004. Those in favor were R. Cheatum, J. Johnston, N. Richardson, S. Turner, and D. Villarreal. Motion Carried. Unanimous.

The Board discussed the differences between the detailed and successful projects either similar or the same as the project the PDA wants done.

Agenda Item 5: Approve the Independent Contractor Agreement for Treasurer/Bookkeeper Services for Fiscal Year 2024 and Resolution 23-004. The Board may wish to approve the Independent Contractor Agreement for Treasurer/Bookkeeper for Fiscal Year 2024, and to authorize the Chair to sign the Independent Contractor Agreement for Treasurer/Bookkeeper for Fiscal Year 2024 and Resolution 23-004.

Gunter asked when the Board discussed and approved the FY24 Independent Contractor Agreement for Treasurer/Bookkeeper on August 23. **McLane** noted that during the FY24 Budget discussion on the administrative line items, Treasurer duties and costs were discussed along with an increase from \$1,200.00 to \$1,500.00 and to have legal prepare the Independent Contractor Agreement for Treasurer/Bookkeeper and the Resolution. Staff were directed to add to this item to the September 20 agenda for approval by the

Board on have the Independent Contractor Agreement for Treasurer/Bookkeeper prepared by Legal. **Villarreal** asked Sparks about his professional insurance coverage and his services should reflect his contract amount. **Sparks** stated his coverage and costs.

It was moved by **R. Cheatum** and seconded by **S. Turner** to approve the Independent Contractor Agreement for Treasurer/Bookkeeper for Fiscal Year 2024 and Resolution 23-004, and to authorize the Chair to sign the Independent Contractor Agreement for Treasurer/Bookkeeper for Fiscal Year 2024 and Resolution 23-004. Those in favor were R. Cheatum, J. Johnston, N. Richardson, S. Turner and D. Villarreal. Those opposed: G. Gunter. Motion Carried.

Agenda Item 6: Monthly Financial Report, Expenses and Reimbursements.

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

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

Agenda Item 7: PDA Officer Election- The Board may wish to hold an election of officers with an effective date of October 18, 2023.

Johnston nominated David Villarreal as Chair.

Johnston nominated Scott Turner as Vice Chair.

It was moved by **J. Johnston** and seconded by **R. Cheatum** to reappoint David Villarreal as Chair and Scott Turner as Vice Chair. Those in favor were R. Cheatum, G. Gunter, J. Johnston, N. Richardson and S. Turner and D. Villarreal. Motion Carried.

Agenda Item 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.

Nothing was discussed.

Agenda Item 9: News for the Good of the Order.

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

Quayle provided an update on active TIF projects. Quayle noted the NOP has a 3,000 square foot sign that says *Welcome to Pocatello*, with graphic designs in each letter of activities or events that contributed to Pocatello's history over the years.

Quayle was contacted by the previous NOP owner's daughter. She presented Quayle with over 2000 pictures of the property over the years. Quayle plans to submit the pictures to the Historical Society to document historical events that occurred at the NOP.

Johnston noted the ribbon cutting at the Pocatello Regional Airport. **Quayle** noted areas that are available for leases would be identified. Teale Engineering is the Airport Consultant who is helping with new hangers and other design ideas to improve the airport.

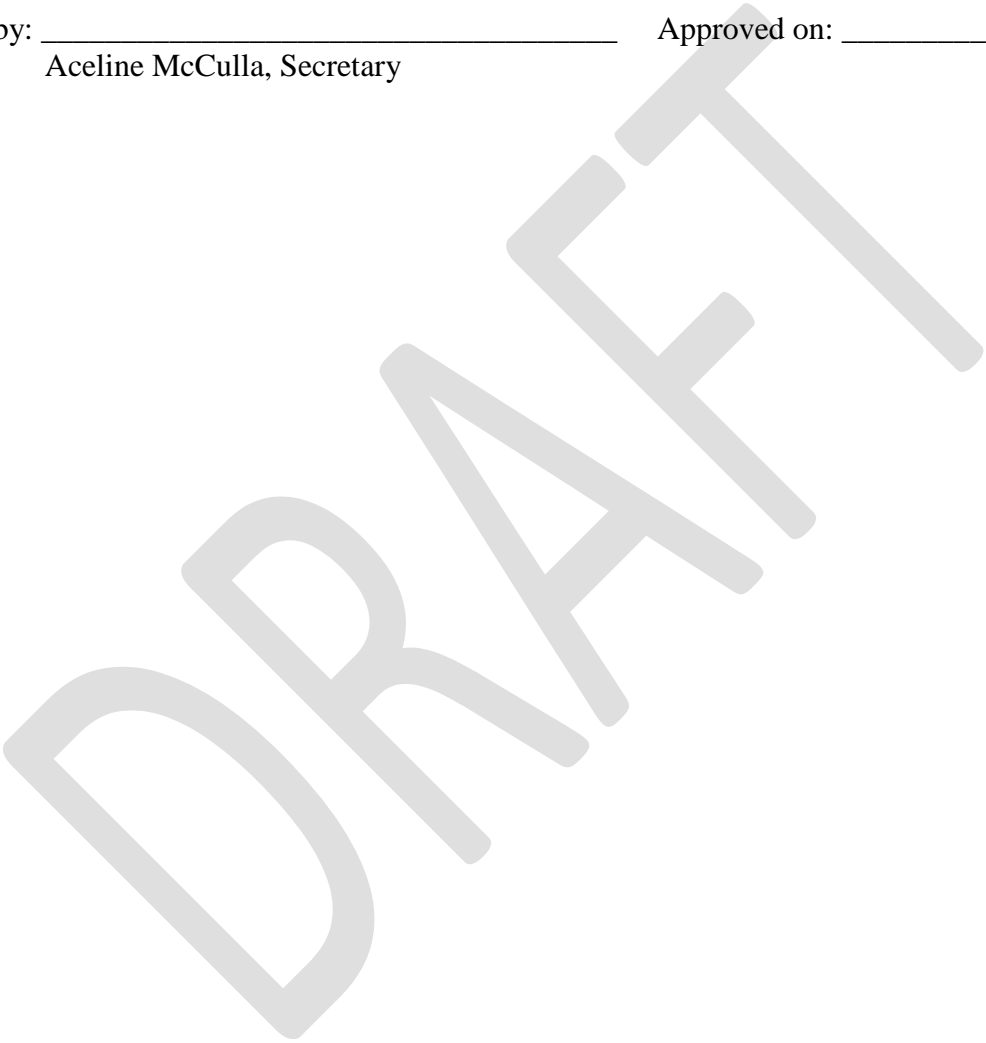
Great Western Malting and Portneuf Capital are working on a new plat to expand their businesses and improve the area.

Is anything happening in Downtown Historic Pocatello. **Quayle** noted that staff are applying for grants to assist with improving different areas of the City. The Terry First Street project is another grant being sought to improve this area and improve access to the downtown area.

Agenda Item 10: Adjourn Regular Meeting.

With no further business, **Villarreal** adjourned the meeting at 11:51p.m.

Submitted by: _____ Approved on: _____
Aceline McCulla, Secretary



Action Item 4

**Pocatello Development Authority
 Monthly Finance Report
 October 18, 2023
 Fiscal Year 2023**

Expenditure Approvals:

Checks to be ratified:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
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Checks to be approved:

<u>Vendor</u>	<u>Check #</u>	<u>Amount</u>
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ICCU VISA	dbt23-9	91.84	Jimmy John's (lunch)
Thane Sparks	2001	1,500.00	October services
City of Pocatello	2002	7,717.01	quarterly staff time reimbursement
Elam & Burke	2003	21,649.58	September services, #204642, #204643, #204644 August services, #204188, #204189

Cash Balances as of October 18, 2023

	General Fund		Naval Ordinance		North Portneuf		Airport		Northgate		Total	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Cash	1,104,550.15		57,392.15		1,674,043.64		13,842.78		384,092.19		3,233,920.91	
Income												
Administrative fees	75,100										75,100	0.00
Property taxes	14,400		124,000		103,000		83,800		295,000		620,200	0.00
Note payments											-	0.00
Interest income	21,960		200		32,960		200		6,900		62,220	0.00
Other											-	0.00
Total Income	111,460	0.00	124,200	0.00	135,960	0.00	84,000	0.00	301,900	0.00	757,520	0.00
Expense												
Administrative expense			18,200		15,500		17,700		15,500		66,900	0.00
Luncheon costs	2,100										2,100	0.00
Office expenses	500										500	0.00
Dues and memberships											-	0.00
Insurance	8,500										8,500	0.00
Training and Travel												0.00
City admin charges	16,000	7,717.01									16,000	7,717.01
Professional services	130,000	2,489.00					15,000	19,160.58			145,000	21,649.58
Economic Development Grants												0.00
Non-capital Infrastructure	1,052,360		166,000		1,768,460		62,100		633,300		3,682,220	0.00
Total Expense	1,209,460	10,206.01	184,200	0.00	1,783,960	0.00	94,800	19,160.58	648,800	0.00	3,921,220	29,366.59

PDA Luncheon for October 18, 2023

Jimmy John's

625 S 5th Ave, Pocatello, ID 83204

208-478-1693

City of Pocatello Tax Exempt ID: 82-6000244

Deliver by 10:45 AM on 10.18.2023 - Nick okay'd 10:45 a.m. delivery time

# of Sand	Items	Qty	Each Cost	Totals
3	#1 Pepe - H&C - Giant	1	\$ 13.49	\$ 13.49
3	#2 Big John - RB - Giant	1	\$ 13.49	\$ 13.49
3	#4 Turkey Tom - Giant (1 no Lettuce, write JEFF on outside of wrapper)	1	\$ 13.49	\$ 13.49
3	#12 Beach Club Giant (has turkey & Avacado)	1	\$ 16.49	\$ 16.49
0	11 Chips (2 Jale, 3 Classic, 3 S&V, 3 BBQ)	11	\$ 1.59	\$ 17.49
12	TOTAL CHECK AMOUNT			\$ 74.45
	Delivery Charge			\$ 2.50
	Paid with Credit Card ending in 0272			\$ 76.95
	Gratuity 20% of food			\$ 14.89

* Cut each Giant in thirds and wrap each 1/3 Giant sandwich individually. There will be twelve (12) 4" sandwiches for the final sandwich count.

* All sandwiches will be dry and add lettuce and tomato to each one, except for for (1) 1/3 Turkey Tom, do not add Lettuce(allergy) and write "JEFF" on the wrapper)

* Include 1 mayo & 1 mustard packets for each sandwich and three (3) napkins for each sandwich

PROJECT: PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS ENCUMBERED		FISC YR PERIOD
01-0200-414.31-03			POSTAGE			.00	3.99	3.99	.00	3.99-
AP	7151520	12/30/2022		004343	17110	U S POSTAL SERVICE-POST	1.71	.00		2023 03
						METERED MAIL FOR DEC22				
AP	7151243	12/01/2022		002331	17110	U S POSTAL SERVICE-POST	1.71	.00		2023 03
						METERED MAIL FOR NOV22				
AP	7150408	10/31/2022		000518	17110	U S POSTAL SERVICE-POST	.57	.00		2023 01
						METERED MAIL FOR OCT22				
						TRANSACTION TOTAL:	3.99	.00		
01-0200-414.40-20			CENTRAL COPIER			.00	47.91	47.91	.00	47.91-
AP	7150410	10/31/2022		000505	22841	VALLEY OFFICE SYS (NEW	47.91	.00		2023 01
						845 COLOR COPIES				
						MAILROOM COPIER-PDA				
						TRANSACTION TOTAL:	47.91	.00		
01-0600-415.10-01			PERS.-EXEMPT, FULL			.00	3,963.47	3,963.47	.00	3,963.47-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY	414.48	.00		2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY	1,243.44	.00		2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	259.05	.00		2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY	103.62	.00		2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY	181.34	.00		2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	1,787.45	.00		2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	129.53-	.00		2023 01
						TRANSACTION TOTAL:	3,859.85	.00		
01-0600-415.10-02			PERS.-NONEXEMPT, FU			.00	1,138.60	1,138.60	.00	1,138.60-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY	276.61	.00		2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY	64.33	.00		2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	244.45	.00		2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY	25.73	.00		2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY	373.09	.00		2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	186.55	.00		2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	186.55-	.00		2023 01
						TRANSACTION TOTAL:	984.21	.00		
01-0600-415.21-01			MEDICAL			.00	1,022.90	1,022.90	.00	1,022.90-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY	122.74	.00		2023 03

PROJECT: PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

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AJ		12/09/2022	PR1209			PAYROLL SUMMARY		269.45	.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY		85.76	.00	2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY		25.06	.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY		97.69	.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY		402.44	.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY		26.61-	.00	2023 01
TRANSACTION TOTAL:								976.53	.00	
01-0600-415.21-02 LIFE						.00	1.04	1.04	.00	1.04-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY		.29	.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY		.31	.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY		.44	.00	2023 01
TRANSACTION TOTAL:								1.04	.00	
01-0600-415.21-03 DENTAL						.00	32.59	32.59	.00	32.59-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY		4.09	.00	2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY		8.13	.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY		2.93	.00	2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY		.79	.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY		3.63	.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY		12.32	.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY		.98-	.00	2023 01
TRANSACTION TOTAL:								30.91	.00	
01-0600-415.22-00 WORKERS COMPENSATI						.00	9.18	9.18	.00	9.18-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY		1.09	.00	2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY		2.88	.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY		.79	.00	2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY		.21	.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY		.89	.00	2023 01

PROJECT: PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK #	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	3.21		.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	.24-		.00	2023 01
TRANSACTION TOTAL:							8.83		.00	
01-0600-415.24-03 PERSI						.00	686.42	686.42	.00	686.42-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY	82.51		.00	2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY	211.76		.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	60.12		.00	2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY	15.52		.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY	66.22		.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	237.26		.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	17.86-		.00	2023 01
TRANSACTION TOTAL:							655.53		.00	
01-0600-415.24-04 MEDICAL SAVINGS						.00	84.96	84.96	.00	84.96-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY	10.51		.00	2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY	17.07		.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	7.94		.00	2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY	9.19		.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY	11.25		.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	26.89		.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	3.04-		.00	2023 01
TRANSACTION TOTAL:							79.81		.00	
01-0600-415.25-00 SOCIAL SECURITY						.00	415.30	415.30	.00	415.30-
AJ		12/23/2022	PR1223			PAYROLL SUMMARY	50.04		.00	2023 03
AJ		12/09/2022	PR1209			PAYROLL SUMMARY	128.52		.00	2023 03
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	36.58		.00	2023 02
AJ		11/10/2022	PR1110			PAYROLL SUMMARY	9.32		.00	2023 02
AJ		10/28/2022	PR1028			PAYROLL SUMMARY	40.33		.00	2023 01

PROJECT: PDA001-POCATELLO DEVELPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE										
TYPE	CHK#	TRAN DT	REF #	VOUCH#	VEND #	BUDGET DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	142.57		.00	2023 01
AJ		10/13/2022	PR1014			PAYROLL SUMMARY	11.00-		.00	2023 01
TRANSACTION TOTAL:							396.36		.00	
01-0601-445.10-01						PERS.-EXEMPT, FULL	.00	199.12	.00	199.12-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	149.34		.00	2023 02
TRANSACTION TOTAL:							149.34		.00	
01-0601-445.21-01						MEDICAL	.00	43.19	.00	43.19-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	32.39		.00	2023 02
TRANSACTION TOTAL:							32.39		.00	
01-0601-445.21-02						LIFE	.00	.07	.00	.07-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	.07		.00	2023 02
TRANSACTION TOTAL:							.07		.00	
01-0601-445.21-03						DENTAL	.00	1.28	.00	1.28-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	.96		.00	2023 02
TRANSACTION TOTAL:							.96		.00	
01-0601-445.22-00						WORKERS COMPENSATI	.00	2.91	.00	2.91-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	2.22		.00	2023 02
TRANSACTION TOTAL:							2.22		.00	
01-0601-445.24-03						PERSI	.00	23.77	.00	23.77-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	17.83		.00	2023 02
TRANSACTION TOTAL:							17.83		.00	
01-0601-445.24-04						MEDICAL SAVINGS	.00	2.53	.00	2.53-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	1.88		.00	2023 02
TRANSACTION TOTAL:							1.88		.00	
01-0601-445.25-00						SOCIAL SECURITY	.00	14.32	.00	14.32-
AJ		11/23/2022	PR1123			PAYROLL SUMMARY	10.70		.00	2023 02
TRANSACTION TOTAL:							10.70		.00	
84-8400-490.31-99						OTHER GENERAL SUPP	.00	456.65	.00	456.65-
AJ		12/09/2022	PR1209			PAYROLL SUMMARY	456.65		.00	2023 03
TRANSACTION TOTAL:							456.65		.00	

PROJECT: PDA001-POCATELLO DEVELOPMNT AUTH. TYPE: -DEFAULT SUB-TYPE: - STATUS: ACTIVE

TYPE	CHK#	TRAN DT REF #	VOUCH#	VEND #	BUDGET #	DESCRIPTION	PROJECT-TO-DATE	YEAR-TO-DATE	ENCUMBERED	BALANCE
							TRANS AMT	TRANS	ENCUMBERED	FISC YR PERIOD

=== PROJECT: PDA001 ===== P R O J E C T T O T A L S =====

CLASSIFICATION TOTALS:	EXPENDITURES:	7,717.01		
TRANSACTION TOTAL:		7,717.01	.00	
ESTIMATE COMPARISON:	.00	8,150.20	8,150.20	8,150.20-
(ACTUAL) SUMMARY TOTAL:	.00	8,150.20	8,150.20	8,150.20-

MISCELLANEOUS INFO:	CODE	FREEFORM INFORMATION	DATE
MISC		TO TRACK TIME SPENT WORKING ON PDA IN CASE THE	06/18/2019
MISC		CITY WANTS TO BILL THEM FOR SERVICES.	06/18/2019

PDA Color Copies and Postage FY23 October 1 - December 22					
Month	Fund	Color	B/W	Cost	Postage
October-December 2022	001.0200.414.40.20	845	0	\$ 47.91	
October 2022	001.0200.414.31.03				\$ 0.57
December 2022	001.0200.414.31.03				\$ 3.42
Totals				\$ 47.91	\$ 3.99

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



August 31, 2023

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 204188
Client No. 9212
Matter No. 3
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from August 24, 2023 through August 31, 2023.

RE: Special Counsel General

Total Professional Services	\$ 222.50
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 222.50

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



August 31, 2023

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 204189
Client No. 9212
Matter No. 5
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from August 1, 2023 through August 31, 2023.

RE: Frigitek Litigation

Total Professional Services	\$ 11,020.00
Total Costs Advanced	<u>\$ 373.36</u>
TOTAL THIS INVOICE	\$ 11,393.36

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



September 30, 2023

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 204642
Client No. 9212
Matter No. 2
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from September 15, 2023 through September 30, 2023.

RE: Hoku Property Disposition

Total Professional Services	\$ 1,125.00
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 1,125.00

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



September 30, 2023

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 204643
Client No. 9212
Matter No. 3
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from September 10, 2023 through September 30, 2023.

RE: Special Counsel General

Total Professional Services	\$ 1,141.50
Total Costs Advanced	<u> \$.00</u>
TOTAL THIS INVOICE	\$ 1,141.50

251 E. Front Street, Suite 300
Boise, Idaho 83702
Tax ID No. 82-0451327
Telephone 208-343-5454
Fax 208-384-5844



September 30, 2023

Pocatello Development Authority
Attn: Brent McLane
City of Pocatello
P.O. Box 4169
Pocatello, ID 83205

Invoice No. 204644
Client No. 9212
Matter No. 5
Billing Attorney: MSC

INVOICE SUMMARY

For Professional Services Rendered from September 1, 2023 through September 30, 2023.

RE: Frigitek Litigation

Total Professional Services	\$ 6,900.00
Total Costs Advanced	<u>\$ 867.22</u>
TOTAL THIS INVOICE	\$ 7,767.22

Action Item 5



Pocatello Development Authority
911 N. 7th Ave.
Pocatello, Idaho 83201

We are pleased to confirm our understanding of the services we are to provide Pocatello Development Authority for the year ended September 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Pocatello Development Authority as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Pocatello Development Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Pocatello Development Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules.
3. Combining and individual fund financial statements.

We have also been engaged to report on supplementary information other than RSI that accompanies Pocatello Development Authority's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented; in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error

and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Pocatello Development Authority and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have not identified any significant risk(s) of material misstatement as part of our audit planning.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party

service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Controls

We will obtain an understanding of the government and its environment, including the system of internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Pocatello Development Authority's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of Pocatello Development Authority in conformity with accounting principles generally accepted in the United States of America based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statement

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and

grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information. (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's view on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Pocatello Development Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Deaton & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Deaton & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party (ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Doran Lambson, CFE, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Audit Fees

We estimate that our fees for the audit services and preparation of financial statements will not exceed \$7,800 plus out-of-pocket costs (such as report reproduction, word processing, postage, photocopies, etc.). Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Non-Attest Services and Fees

Estimates do not include additional nonattest services, if any. Additional nonattest services (such as reconciling trial balance accounts, preparing purposed adjusting entries, assisting in posting approved adjusted journal entries to the general ledger and any other nonattest bookkeeping services to complete the audit) will be billed out at our standard hourly rates. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Reporting

We will issue a written report upon completion of our audit of Pocatello Development Authority's financial statements. Our report will be addressed to management of Pocatello Development Authority. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Pocatello Development Authority is subject to an audit requirement that is

not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Pocatello Development Authority and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

A handwritten signature in cursive script that reads "Deaton & Company".

Pocatello, Idaho
September 25, 2023

RESPONSE:

This letter correctly sets forth the understanding of Pocatello Development Authority

By: _____

Title: Chair

Date: October 18, 2023

Action Item 6

**SB FRIEDMAN DEVELOPMENT ADVISORS
PROFESSIONAL SERVICES AGREEMENT
URBAN RENEWAL/REVENUE ALLOCATION DISTRICT ELIGIBILITY AND
ECONOMIC FEASIBILITY STUDIES**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made and entered into by and between the URBAN RENEWAL AGENCY OF THE CITY OF POCATELLO, IDAHO a/k/a POCATELLO DEVELOPMENT AUTHORITY (hereinafter referred to as the "AGENCY"), an independent public body corporate and politic, exercising governmental functions and powers and organized and existing under the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, and the Local Economic Development Act, title 50, chapter 29, Idaho Code, and SB FRIEDMAN DEVELOPMENT ADVISORS, LLC (hereinafter referred to as "CONSULTANT"). The AGENCY and the CONSULTANT may hereinafter collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

A. On July 21, 2023, the AGENCY issued a Request for Proposals for professional consultant services to conduct an eligibility study and prepare an eligibility report for one or more geographic areas and to prepare an economic feasibility study for one or more urban renewal plans as part of an urban renewal planning process (the "RFP").

B. The deadline to respond to the RFP was September 13, 2023.

C. At a public meeting on September 20, 2023, the AGENCY Board discussed the responsive proposals and thereafter selected the proposal from the CONSULTANT.

NOW, THEREFORE, in consideration of the above Recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **SCOPE OF SERVICES AND SCHEDULE.** Upon execution of this Agreement, the CONSULTANT shall perform and furnish to the AGENCY all services as described in Exhibit A, ("Scope of Services" or "Scope"), incorporated herein by this reference, together with any amendments that may be agreed to in writing by the Parties. The CONSULTANT shall begin work upon execution of this Agreement and work diligently to complete Phases 1 to 3 concerning the eligibility study portion of the Scope by February 29, 2024. The CONSULTANT shall complete services and deliver the work product described in Phases 4 to 11 of the Scope according to the schedule as agreed to by the Parties.

2. **EFFECTIVE DATE.** The effective date of this Agreement (“Effective Date”) shall be the date on which this Agreement was signed by the last of the Parties to execute it.

3. **TERM OF AGREEMENT.** This Agreement shall begin on the Effective Date and shall continue until 1) completion of the services or 2) December 31, 2025, whichever comes first. At the AGENCY’s sole discretion, an extension may be granted.

4. **NOTICE TO PROCEED.** Services to be performed under this Agreement shall commence upon the AGENCY issuing a written notice to proceed. The written notice to proceed may be transmitted by U.S. Mail, courier, e-mail, or fax.

5. **PAYMENT.**

(a) **Amount and Method of Payment.** The AGENCY agrees to pay the CONSULTANT a not-to-exceed amount of ONE HUNDRED SIXTY-NINE THOUSAND, SIX HUNDRED SIXTY-FIVE DOLLARS (\$169,665) for each “study area” as set forth in the Scope. The AGENCY shall pay the CONSULTANT for the Scope of Services performed under this agreement based on hours expended on the Scope.

(b) **Hourly Rates.** The CONSULTANT shall perform services at the hourly rates indicated in Exhibit A.

(c) **Reimbursable Expenses.** Reimbursable expenses may include general out-of-pocket expenses such as long-distance telephone charges, copying expenses, overnight or standard mailing expenses, travel-related expenses and the like and shall be billed to the AGENCY at the actual cost to the CONSULTANT with no mark-up. The reimbursable expenses are included in the not-to-exceed limit set for the CONSULTANT’s charges.

(d) **Notice Required Prior to Overages.** The CONSULTANT must notify the AGENCY if the CONSULTANT anticipates that costs for the Scope of Services will exceed the not-to-exceed limit set for this Agreement. The AGENCY will determine in its sole judgment if an amendment to the not-to-exceed limit is appropriate. Any amendment must be approved by the AGENCY in writing prior to the CONSULTANT incurring costs in excess of the not-to-exceed limit.

(e) **Invoices.** Invoices shall be submitted to the AGENCY at the address for Notification listed herein or by email to amcculla@pocatello.gov. Each invoice shall be in a format acceptable to the AGENCY and shall specify charges as they relate to the tasks of the Agreement. Each invoice also shall specify current billing and previous payments with a total of costs incurred and payments made to date.

(f) **Payment of Invoices.** All invoices shall be paid by the AGENCY within sixty (60) days of receipt of invoice, subject to Correction of Deficiencies, herein set forth, and Termination provisions set forth below. Disputes of any invoiced amounts must be sent to the CONSULTANT in writing within five (5) business days of billing.

6. **CONSULTANT RESPONSIBILITIES.** The CONSULTANT assumes all responsibility for production and delivery of all materials and services detailed in this Agreement, whether or not the CONSULTANT is the manufacturer or producer of the materials or services. The CONSULTANT shall supply, at the CONSULTANT's sole expense, all equipment, tools, materials, and/or supplies to accomplish the services specified in the Agreement. Further, the CONSULTANT will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of items selected.

7. **CONSULTANT WARRANTY.** The CONSULTANT represents that it possesses the requisite skill, knowledge, and experience necessary to perform the services under this Agreement. The CONSULTANT warrants that its services under this Agreement shall be performed in a professional manner consistent with the professional skill and care ordinarily provided by analytical, strategic, and financial professionals practicing in the same or similar locality under the same or similar circumstances. In the event of nonconformity, to the extent the professional standard of care for design professionals has not been met, and without limitation upon any other remedy, the AGENCY shall have no financial obligation in regard to the nonconforming goods or services. This right is not to the exclusion of any other right that the AGENCY has in law or equity. Without limiting the foregoing, the CONSULTANT recognizes its obligation to work with the AGENCY to correct any errors resulting from its negligence.

8. **CONSULTANT RELIANCE.** The CONSULTANT shall be entitled to rely on the accuracy and completeness of any information furnished by the AGENCY, except in such circumstances that the CONSULTANT should, in the exercise of reasonable care, consistent with the professional skill and care ordinarily provided by consultants practicing under the same or similar circumstances, know the information to be incorrect, unreliable, or incomplete. The CONSULTANT shall provide prompt notice to the AGENCY if the CONSULTANT becomes aware of any errors, omissions, or inconsistencies in such information.

9. **CORRECTING DEFICIENCIES.** If a service or work product subject to a specific invoice does not meet the requirements of this Agreement as the AGENCY may reasonably determine, the AGENCY shall notify the CONSULTANT in writing and identify specific deficiencies in the service or work product that do not meet the requirements. The CONSULTANT shall have ten (10) business days to correct or modify the service or work product to comply with the requirements of the Agreement as set forth in the AGENCY's written notice. If the AGENCY again reasonably determines the services or work product fails to meet the requirements, the AGENCY may withhold payment until

deficiencies have been corrected to the AGENCY's reasonable satisfaction or may terminate this Agreement for cause as set forth in this Agreement.

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

11. **INDEPENDENT CONSULTANT RELATIONSHIP.** The CONSULTANT is an independent contractor and is not an officer, employee, servant, agent, partner, or joint venturer of the AGENCY. The AGENCY shall determine the services and work products to be done by the CONSULTANT, but the CONSULTANT shall determine the legal means by which it accomplishes the services and work products specified by the AGENCY. This Agreement shall not be construed to create any employer-employee relationship between the AGENCY and the CONSULTANT. The CONSULTANT shall not be entitled to any benefits provided by the AGENCY to employees.

12. **RECORDS ACCESS AND AUDITS.** The CONSULTANT shall maintain complete and accurate records with respect to costs incurred and manpower expended under this Agreement. All such records shall be maintained according to generally accepted accounting principles, shall be clearly identified, and shall be readily accessible. Upon request, such records shall be available for review by the AGENCY representatives for three (3) years after final payment.

13. **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 the AGENCY on behalf of the CONSULTANT or the employees of the CONSULTANT. The CONSULTANT shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The CONSULTANT is responsible to pay, according to law, the CONSULTANT's income tax. The CONSULTANT may be liable for self-employment (Social Security) tax to be paid by the CONSULTANT according to law.

14. **FRINGE BENEFITS.** Because the CONSULTANT is engaged in its own independently established business, the CONSULTANT is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of the AGENCY.

15. **PROPRIETARY RIGHTS.** All documents, reports, and any other data developed by the CONSULTANT for the AGENCY in the performance of this Agreement, whether finished or not, shall become the property of the AGENCY, shall be forwarded to the AGENCY at its request, and may be used by the AGENCY as it sees fit. the AGENCY agrees that if it uses products prepared by the CONSULTANT for purposes other than

those intended in this Agreement, it does so at its sole risk, and it agrees to hold the CONSULTANT harmless, therefore.

16. **CONFIDENTIALITY.** The Parties acknowledge that the existence and the terms of this Agreement and any oral or written information exchanged between the Parties in connection with the preparation and performance of this Agreement are regarded as confidential information. Each Party shall maintain confidentiality of all such confidential information and, without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties except for the information that a) is or will be in the public domain (other than through the receiving Party's unauthorized disclosure); b) is under the obligation to be disclosed pursuant to the applicable laws or regulations or orders of the court or other government authorities; or c) is required to be disclosed by any Party to its own officers, board members, legal counsel, or financial advisors regarding the transaction contemplated hereunder, provided that such officers, board members, legal counsel, or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section. Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this Agreement. This Section shall survive the termination of this Agreement for any reason.

17. **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 supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

18. **GENERAL ADMINISTRATION AND MANAGEMENT.** The AGENCY Administrator and/or the Chair of the AGENCY, or their designee, shall be the 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 of the AGENCY under this Agreement.

19. **CHANGES TO THE SCOPE OF SERVICES.** The AGENCY reserves the right to make changes from time to time to the Scope of Services identified in Exhibit A.

20. **AMENDMENTS.** This Agreement may be amended only in writing, upon mutual agreement of both the AGENCY and the CONSULTANT.

21. **ASSIGNMENT.** It is expressly agreed and understood by the parties hereto that the CONSULTANT 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 the AGENCY.

22. **SUBCONSULTANTS.** The CONSULTANT may propose to the AGENCY the use of subconsultants ("SUBCONSULTANTS") for performance of a particular aspect of the work. The AGENCY shall have the right to approve the use of SUBCONSULTANTS

and the amount and method of SUBCONSULTANTS' compensation prior to commencement of any work by SUBCONSULTANTS, and such approval shall be in writing. The AGENCY shall also determine whether the selection of SUBCONSULTANTS should be made through any required selection process or through a selection process the AGENCY deems in its best interest. The AGENCY shall have the right to approve any change in the use of SUBCONSULTANTS. Such changes in SUBCONSULTANTS shall be approved by the AGENCY in writing and shall not affect the amount of payment stated in the Agreement unless specifically authorized by the AGENCY in writing. The AGENCY shall have no liability to said SUBCONSULTANTS and the CONSULTANT shall be responsible for services performed or work product produced by SUBCONSULTANTS and payment to said SUBCONSULTANTS.

23. DEFAULT AND TERMINATION OF AGREEMENT.

(a) **For Cause.** If, through any cause, the CONSULTANT shall fail to perform any of the covenants or conditions of this Agreement or fails to fulfill its obligations in compliance with the schedule under this Agreement, and the CONSULTANT does not cure such defects in performance within ten (10) days after receipt of written notice, the AGENCY shall thereupon have the right to terminate this Agreement. Upon termination for cause, the CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the default date.

Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the AGENCY by virtue of any breach of this Agreement by the CONSULTANT, and the AGENCY may withhold any payments to the CONSULTANT for the purpose of set-off until such time as the exact amount of damages due the AGENCY from the CONSULTANT is determined. In any case, the CONSULTANT's liability by virtue of any breach of this Agreement shall not exceed the contract amount. The CONSULTANT shall also provide the AGENCY with all products or works generated prior to date of termination.

(b) **Termination for Convenience of Agency.** The AGENCY may terminate this Agreement at any time, for any reason, upon giving fifteen (15) days' notice in writing. If this Agreement is terminated by the AGENCY as provided herein, the CONSULTANT shall be paid an amount for the actual services satisfactorily performed in accordance with this Agreement through the termination date.

The CONSULTANT shall also provide the AGENCY with all work products of consulting generated to date of termination. Notwithstanding any other provision in this Agreement, the AGENCY may terminate this Agreement immediately if the CONSULTANT becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver or other liquidating officer is appointed for substantially all of the business of the

CONSULTANT, or if the CONSULTANT makes an assignment for the benefit of creditors.

24. **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 delivered in person, by courier, or mailed in the United States mail, certified, return receipt requested, addressed as follows:

To AGENCY:

Brent McLane, Agency Administrator
Pocatello Development Authority
P.O. Box 4169
Pocatello, ID 83205-4169
208-234-6583
bmclane@pocatello.gov

To CONSULTANT:

Geoff Dickinson, AICP, Senior Vice President
SB Friedman Development Advisors
70 W. Madison Street Suite 3700
Chicago, IL 60602
312-424-4250
gdickinson@sbfriedman.com

Telephone numbers and e-mail addresses are for convenience and not to be used for notices required to be in writing. Informal notices and communication may be delivered in person or by telephone, mail, courier, e-mail, or fax. Either Party may, by written notice, change the contact information listed above.

25. **DISCRIMINATION PROHIBITED.** In performing the services required herein, the CONSULTANT shall not discriminate against any person on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical or mental handicap, gender identity/expression, sexual orientation, veteran's status, or national origin. Violation of this section shall constitute a material breach of this Agreement and be deemed grounds for termination of the Agreement by the AGENCY, in whole or in part, and may result in ineligibility for further work for the AGENCY.

26. **INDEMNIFICATION.** The CONSULTANT agrees to indemnify, defend, and hold harmless the AGENCY and its officers, agents, and employees from and against all claims, losses, actions, or judgments for damages or injury to persons or property, including attorney fees, arising from any negligent or tortious acts or omissions of the CONSULTANT or the CONSULTANT's agents, employees, subconsultants, or representatives. In case any action or proceeding is brought against the AGENCY or its

officers, agents, or employees by reason of negligent or tortious acts or omissions of the CONSULTANT, its agents, employees, subconsultants, or representatives, the CONSULTANT, upon written notice from the AGENCY, shall, at the CONSULTANT's expense, resist or defend such action or proceeding.

27. **INSURANCE.** Prior to commencing services under this Agreement, the CONSULTANT 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. All insurance coverage shall be written on an occurrence basis and provided by a company or companies which are authorized to do business in Idaho. The CONSULTANT shall provide to the AGENCY proof of insurance coverage before commencing its performance as herein provided. The CONSULTANT shall notify the AGENCY a minimum of ten (10) days prior to cancellation of said policy or policies.

(a) Worker's compensation as required by applicable law or regulation. If worker's compensation insurance is not required under the circumstances, the CONSULTANT shall provide proof to the AGENCY that such coverage is not required.

(b) Employer's liability insurance in the minimum amount required by applicable law or regulation.

(c) Commercial general liability insurance policy with minimum coverage of \$1,000,000 per occurrence and a minimum aggregate policy limit of \$2,000,000. The commercial general liability insurance policy shall name the AGENCY as an Additional Insured and protect its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONSULTANT's negligence during the performance of this Agreement.

(d) Professional liability insurance policy with minimum coverage of \$1,000,000 per claim and a minimum aggregate policy limit of \$1,000,000.

28. **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.

29. **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.

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

31. **ATTORNEYS' 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 a 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.

32. **DISPUTES.** In the event that a dispute arises between the AGENCY and the CONSULTANT 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.

33. **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.

34. **THIRD PARTY BENEFICIARIES.** The AGENCY and the CONSULTANT are the only Parties to this Agreement. The Parties do not intend that any non-party or third-party will have any rights whatsoever under this Agreement.

35. **COORDINATION WITH OTHER CONSULTANTS.** The CONSULTANT recognizes that the AGENCY has or may enter into agreements with other consultants. Upon request, the CONSULTANT agrees to coordinate with and work in conjunction with other consultants when the need arises.

36. **CONFLICTS OF INTEREST.** The CONSULTANT covenants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services described hereunder. The CONSULTANT further covenants that, in performing this Agreement, it will employ no person who has any such interest.

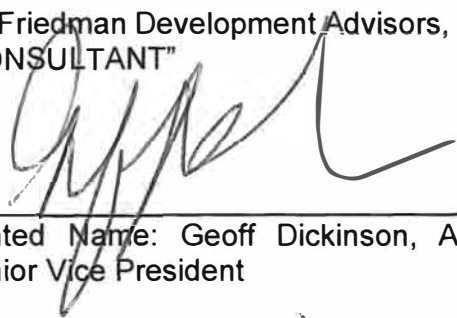
37. **ANTI-BOYCOTT AGAINST ISRAEL ACT.** Pursuant to Idaho Code § 67-2346, if payments under this Agreement exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000) and the CONSULTANT employs ten (10) or more persons, the CONSULTANT certifies that it is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control. The terms in this Paragraph that are defined in Idaho Code § 67-2346 shall have the meaning defined therein.

38. **CONTRACT WITH A COMPANY OWNED OR OPERATED BY THE GOVERNMENT OF CHINA PROHIBITED.** Pursuant to Idaho Code § 67-2359 the CONSULTANT, by entering into this Agreement, hereby certifies it is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

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

Urban Renewal Agency of the City of
Pocatello a/k/a Pocatello Development
Authority
"AGENCY"

SB Friedman Development Advisors, LLC
"CONSULTANT"



By: _____
Printed Name: David Villareal
Title: Chair

By: _____
Printed Name: Geoff Dickinson, AICP,
Senior Vice President

DATE: _____

DATE: 10/5/23

EXHIBITS

- A. Consultant's Proposal dated September 13, 2023

EXHIBIT A

(Consultant's Proposal dated September 13, 2023)

4870-6595-9553, v. 5

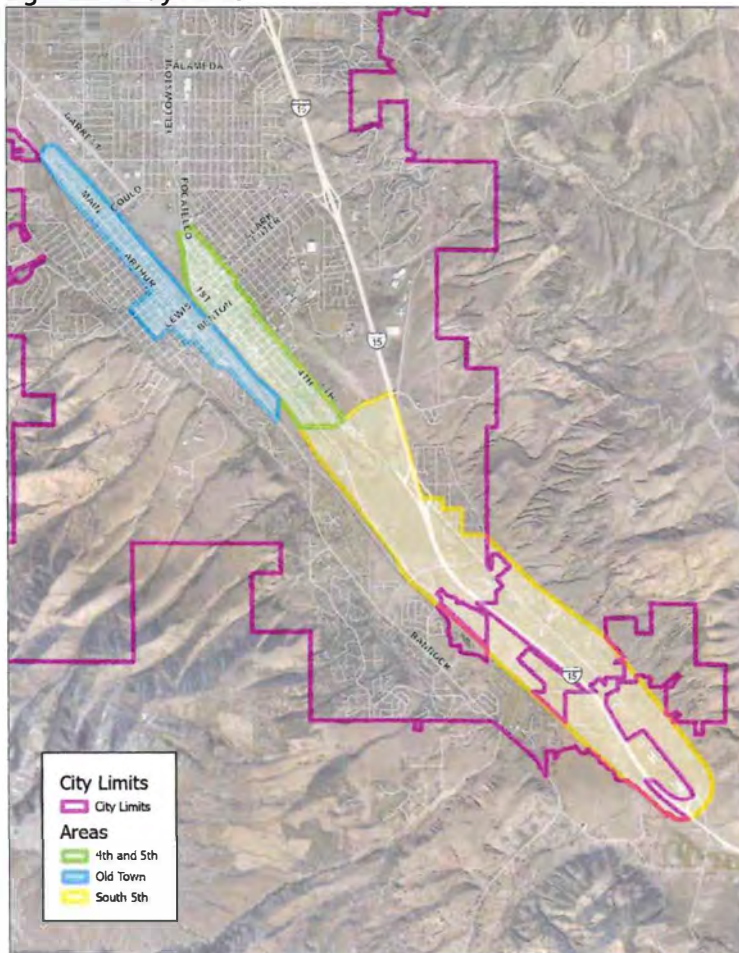
September 13, 2023

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
Phase 1 - Conduct Kickoff and 10% Test Assessment				
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
Subtotal Hours		4	7	9
Subtotal Professional Fees	\$4,685	\$1,200	\$1,820	\$1,665
Phase 2 - Conduct Eligibility Study				
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
Subtotal Hours		10	44	87
Subtotal Professional Fees	\$30,535	\$3,000	\$11,440	\$16,095
Phase 3 - Prepare Eligibility Report				
Draft Eligibility Study Memo		4	8	24
Conduct a Review Call		1	1	1
Finalize Eligibility Study Memo		2	2	4
Subtotal Hours		7	11	29
Subtotal Professional Fees	\$10,325	\$2,100	\$2,860	\$5,365
Phase 4 - Conduct Market Assessment				
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
Subtotal Hours		26	49	101
Subtotal Professional Fees	\$39,225	\$7,800	\$12,740	\$18,685
Phase 5 - Support Development of Initial Site Capacity Study				
Allowance to work with urban design firm		8	8	8
Subtotal Hours		8	8	8
Subtotal Professional Fees	\$5,960	\$2,400	\$2,080	\$1,480

Phase 6 - Project URA Revenues					
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
Subtotal Hours			10	27	43
Subtotal Professional Fees		\$17,975	\$3,000	\$7,020	\$7,955
Phase 7 - Identify Projected URA Expenses					
Gather and Summarize Data on Capital Costs					
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
Gather, Analyze and Project Operating Expenses					
Gather operating expense data from Agency staff and use data from prior experience			2	4	4
Subtotal Hours			8	10	8
Subtotal Professional Fees		\$6,480	\$2,400	\$2,600	\$1,480
Phase 8 - Create Economic Feasibility Model					
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
Subtotal Hours			15	22	40
Subtotal Professional Fees		\$17,620	\$4,500	\$5,720	\$7,400
Phase 9 - Support Preparation of Final Site Capacity Study					
Allowance to work with design firm to finalize Site Capacity Study			4	4	4
Subtotal Hours			4	4	4
Subtotal Professional Fees		\$2,980	\$1,200	\$1,040	\$740
Phase 10 - Document Findings					
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
Subtotal Hours			6	10	18
Subtotal Professional Fees		\$7,730	\$1,800	\$2,600	\$3,330
Phase 11 - Present Findings					
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	
Subtotal Hours			28	30	12
Subtotal Professional Fees		\$18,420	\$8,400	\$7,800	\$2,220
Total Professional Fees for 1 Study Area		\$ 161,935			
Design Firm Professional Fees and Expenses		TBD			
<u>SB Friedman Expenses</u>					
Travel		\$ 5,500			
Data (CoStar, STR, ESRI, Moody's Analytics)		\$ 2,230			
Total Estimated Fees and Expenses for One Study Area		\$ 169,665			

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:

Signatures appear on Professional Services Agreement

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.