

**POCATELLO DEVELOPMENT AUTHORITY**  
**Board of Commissioners Meeting**  
**\*\*July 20, 2020 – 11:00 a.m.\*\***  
**Council Chambers – Pocatello City Hall**

**\*\*Note: The Date on the Agenda has been amended\*\***

**In-person attendance is permitted, but due to COVID-19 guidelines, strict social distancing measures are in place. Attendance is limited.**

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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](mailto:sbeebe@pocatello.us), 208.234.6248, or 5815 South 5<sup>th</sup> Avenue, Pocatello, Idaho.

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

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1. **CALL TO ORDER, DISCLOSURE OF CONFLICT OF INTEREST, AND ACKNOWLEDGMENT OF GUESTS.**
2. **ACTION ITEM – Minutes.** The Board may wish to waive the oral reading of the minutes and approve the minutes from the Board of Commissioners Regular Meeting held June 17, 2020. *See attached document.*
3. **ACTION ITEM – Financial Report.** A financial report for the PDA will be provided by PDA Treasurer. The Board may wish to approve the financial report. *To be supplemented.*
4. **ACTION ITEM – Expense Payments & Reimbursements.** The Board may wish to approve the payment or reimbursement of the following PDA expenses:
  - a. \$4,686.56 from General Fund to Elam & Burke for legal fees for the month of June re: Special General Counsel
5. **REPORT – Petersen Inc. Annual Report** - The Board may receive a report concerning Petersen Inc.'s annual report and compliance with the terms of the grant provided by the PDA. *See attached documents.*
6. **ACTION ITEM – Tetridine Solutions, Inc** - The Board may wish to review the past economic development loan agreement with TetriDyn Solutions, Inc., from 2009 and consider writing off the loan amount of \$50,000.00. *See attached documents.*
7. **ACTION ITEM – Potential TIF District.** The Board may wish to consider the proposals submitted for professional services to conduct the eligibility and feasibility study for a potential TIF district in the South 5<sup>th</sup> area of Pocatello. *See attached documents.*
8. **CALENDAR REVIEW** – The Board may wish to take this opportunity to inform other Board members of upcoming meetings and events that should be called to their attention.
9. **ADJOURN.**

**AGENDA ITEM #2**

**POCATELLO DEVELOPMENT AUTHORITY**  
**MEETING MINUTES**  
**July 20, 2020**

**Members present:** Mayor Brian Blad, Chad Carr, Scott Turner, Terrel Tovey , David Villareal

**Members absent/excused:** Heidi Adamson, Rob Lion, Thomas Ottaway, Scott Smith

**Others present:** Carl Anderson, Pocatello Senior Planner (Conference Call); Ashley Linton-Welsh, Treasurer (Conference Call); Jared Johnson, Pocatello City Attorney; John Regetz, Bannock Development Corporation; Tanner Hernandez, Prime Time Auctions; Mitch Greer, Rocky Mountain Engineering & Surveying; Meghan Sullivan Conrad, Elam & Burke (Conference Call); Phil Kushlan, Kushlan & Associates (Conference Call); Brent Tolman, Out west Policy Advisors (Conference Call), Chris Stevens, Pocatello City Council Member, and other members of the public

**Agenda Item No. 1: Call to Order and Disclosure of Conflicts of Interest.** Vice Chair Chad Carr called the meeting to order at approximately 11:06 a.m. No conflicts were disclosed. It was **MSC (B. Blad, T. Tovey)** to amend the date on the Agenda from July 17, 2020, to July 20, 2020.

**Agenda Item No. 2: Minutes.** The minutes from the Board of Commissioners Regular Meeting held May 20, 2020, were considered. It was then **MSC (T. Tovey, B. Blad)** to approve the minutes as presented.

**Agenda Item No. 3: Financial Report Linton-Welsh** indicated that the June financial report will be provided at the next available PDA meeting. She stated that the Board is waiting on the County for the land tax remittance. The Board discussed the status of the tax remittance and no further action was taken.

**Agenda Item No. 4: Expense Payments & Reimbursements.** The following invoices were considered for payment:

- a. \$4,686.56 from General Fund to Elam & Burke for legal fees for the month of June re: Special General Counsel.

**Anderson** reviewed the payment requests from Elam & Burke, stating the invoices accurately reflect work performed for services provided, and are appropriate for payment. It was then **MSC (B. Blad, T. Tovey)** to approve the payment requests.

**Agenda Item No. 5: Petersen Inc. – Semi Annual Report.** **Anderson** presented the semi-annual report from Petersen Inc. Inc. is in good standing with the grant and loan guarantee terms, exceeding the minimum of 50 full time employees and the minimum amount paid to full time employees exceeds the \$14.00 as required. Following the report, no further discussion was had.

**Agenda Item No. 6: TetriDyn Solutions, Inc.:** **Anderson** introduced the agenda item to consider the past economic development loan agreement with TetriDyn Solutions, Inc., from 2009 and consider writing off the loan amount of \$50,000. During the May 20<sup>th</sup> regular meeting, the Board received the 2019 audit report from Deaton and Company. During the report it was discussed that there is an outstanding Loan in the amount of \$50,000. Upon further discussion it was determined that the Loan in question is with TetriDyn which has since dissolved. It was discussed at the aforementioned meeting that the Board may wish to review the loan amount. The original loan agreement is from 2009. **Linton-Welsh** provided additional information regarding the current status of TetriDyn Inc., and stated that it is her recommendation that the Board write off the loan and get it off the books. The Board ensued in discussion regarding the TetriDyn loan. With no further discussion, it was then **MSC (B. Blad, S. Turner)** to write off the loan amount of \$50,000 understanding that there are no assets.

**Agenda Item No. 7: Potential TIF District:** **Anderson** introduced the agenda item to consider the proposals submitted for professional services to conduct the eligibility and feasibility study for a potential TIF district in the South 5th area of Pocatello. At the Board's previous regular meeting on June 17<sup>th</sup>, the Board voted to initiate the eligibility and feasibility study for a potential TIF in the South 5<sup>th</sup> Area of Pocatello. Since that time staff has solicited for Professional Services to complete the necessary studies. The proposals are in your agenda packet for review and representatives from Phil Kushlan of Kushlan & Associates and Brent Tolman of Outwest Policy Advisors are present to discuss their proposals and answer

any questions that the Board may have. **Phil Kushlan** presented his proposal and indicated that the proposal addressed the eligibility study and that he is available to conduct the feasibility study, if selected. **Brent Tolman** then presented his proposal and detailed his experience working in the area. Following the presentations, the Board discussed the proposals and inquired as to the request for services that was sent. **Anderson** provided the Board the original email sent to both individuals requesting professional services. The Board indicated that they would like additional time to review each proposal. With no further discussion, it was **MSC (T. Tovey, B. Blad)** to continue the agenda item to the next available meeting.

**Agenda Item No. 8: Calendar Review:** No calendar updates were provide. The Board discussed that they would like to discuss the mission of the Pocatello Development Authority and the types of projects that the Board will consider for funding from the general fund moving forward. The Board indicated that they would like to have a work session early in September 2020 to discuss these items.

**Agenda Item No. 9: Adjourn:** There being no further business, the meeting adjourned at approximately 11:48 p.m.

By: \_\_\_\_\_  
Carl Anderson  
Interim Executive Director

**ELAM & BURKE**  
ATTORNEYS AT LAW

251 East Front Street, Suite 300  
Post Office Box 1539  
Boise, Idaho 83701  
Telephone 208 343-5454  
Fax 208 384-5844

Tax Id No. 82-0451327

Pocatello Development Authority  
Attn: Carl Anderson  
City of Pocatello  
P.O. Box 4169  
Pocatello, ID 83205

JUNE 30, 2020

Invoice # 186252

Billing Atty - MSC

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

JUNE 30, 2020

Invoice # 186252

\*\*\* INVOICE SUMMARY PAGE \*\*\*

PROFESSIONAL FEES	4,601.00
COSTS ADVANCED	85.56
TOTAL INVOICE	4,686.56

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Pocatello, ID 83205

JUNE 30, 2020

Invoice # 186252

Billing Atty - MSC

FOR PROFESSIONAL SERVICES RENDERED

From JUNE 1, 2020 Through JUNE 30, 2020

RE: Special Counsel General

CLIENT/MATTER: 09212-00003

6/01/20	MSC	1.80	Review Frigitek OPA in preparation for call with Carl Anderson concerning processing payments. Draft email to Carl Anderson re same. Conference call with Carl Anderson to discuss processing OPA payments. Follow up with Scott Smith concerning special meeting; Conference call with Scott Smith concerning eligible projects in preparation for special meeting.	387.00
6/02/20	MSC	4.30	Review information in preparation for the PDA special meeting re Portneuf Development funding request. Review and follow up on email communication re processing Frigitek OPA payments. Attend and participate in the PDA special meeting. Call with Carl Anderson to discuss status of Frigitek OPA payments.	924.50
6/03/20	MSC	1.20	Follow up on email communication re public records request. Continue to assess and follow up on PDA special meeting action and thoughts concerning reimbursement agreement.	258.00
6/03/20	RPA	.20	Review information concerning reimbursement request for Portneuf Capital project and determine eligibility.	43.00

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JUNE 30, 2020

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6/04/20	MSC	.70	Review and follow up on post-special meeting tasks. Conference call with board chard to discuss next steps.	150.50
6/11/20	MSC	1.70	Conference call with Carl Anderson to discuss request for reimbursement and eligibility. Follow up re same. Begin to review and revise the draft owner participation agreement re Portneuf Development.	365.50
6/11/20	RPA	.30	Review details of request for reimbursement. Consider how it applies to the approved plan and other restrictions.	64.50
6/12/20	MSC	3.50	Review and revise draft OPA re portneuf development. Draft attachment 4 to the OPA. Circulate the draft to Agency staff with comments/instructions. Status update call re Carl Anderson. Review and revise the draft OPA and circulate the revised draft to Carl Anderson and Scott Smith.	752.50
6/15/20	MSC	1.70	Review participant comments to the OPA. Work on revising the draft OPA in preparation for finalizing the same for approval at the agency meeting. Review and assess potential agenda items. Call with Carl Anderson concerning status of pending issues.	365.50
6/15/20	RPA	.20	Review email concerning complaint by media over the release of public records and timing of such release.	43.00
6/15/20	RPA	.80	Review and comment on draft participation agreement, eligibility of items, and reimbursement process.	172.00
6/16/20	MSC	1.20	Work on revising the draft Portneuf Development OPA and circulate the redline to Carl Anderson and Scott Smith for the meeting packet. Review board packet and follow up with Carl Anderson re	258.00

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**ELAM & BURKE**

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CLIENT/MATTER: 09212-00003

JUNE 30, 2020

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			same.	
6/16/20	RPA	.80	Review, comment, and revise OPA for industrial subdivision, eligible expenses and payment process.	172.00
6/17/20	MSC	1.30	Prepare for, attend and participate in the agency board meeting. Review email communication concerning removal of agenda item. Follow up with Carl Anderson concerning eligibility proposals and thoughts concerning proposed next steps.	279.50
6/17/20	RPA	.20	Outline payment sequencing and eligibility of expenses.	43.00
6/19/20	MSC	.50	Review email requesting information concerning the proposed new TIF, and the response re same. Provide Mr. Anderson with a copy of a proposed funding MOU.	107.50
6/22/20	MSC	.10	Review and assess email communication concerning a potential LIHTC project in a proposed study area. Follow up re same.	21.50
6/22/20	RPA	.20	Consider process for new project area who will perform eligibility report and schedule for approval.	43.00
6/25/20	MSC	.50	Attend and participate in conference call with board chair and agency administrator concerning upcoming agenda items and status update re pending tasks.	107.50
6/29/20	RPA	.20	Follow up on selection of consultant and time line for eligibility report.	43.00

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**ELAM & BURKE**  
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RE: Special Counsel General

CLIENT/MATTER: 09212-00003  
JUNE 30, 2020  
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ATTORNEY	RATE	HOURS	AMOUNT	NON-CHARGEABLE	
				HOURS	AMOUNT
Armbruster, Ryan P. Shareholder	215.00	2.90	623.50	.00	.00
Conrad, Meghan S. Shareholder	215.00	18.50	3,977.50	.00	.00
		21.40	4,601.00	.00	.00

COSTS ADVANCED

Westlaw (searches by MSC: May 5,9,15, 2020)					82.71
Copies			19.00	.15	2.85
TOTAL COSTS ADVANCED				85.56	

INVOICE TOTAL	4,686.56
BALANCE FORWARD	10,363.00
BALANCE DUE	15,049.56

**AGENDA ITEM #5**

**Pocatello  
Development  
Authority  
&  
Petersen Inc.  
Status Update**

**June 30, 2020**



# PDA Agreement

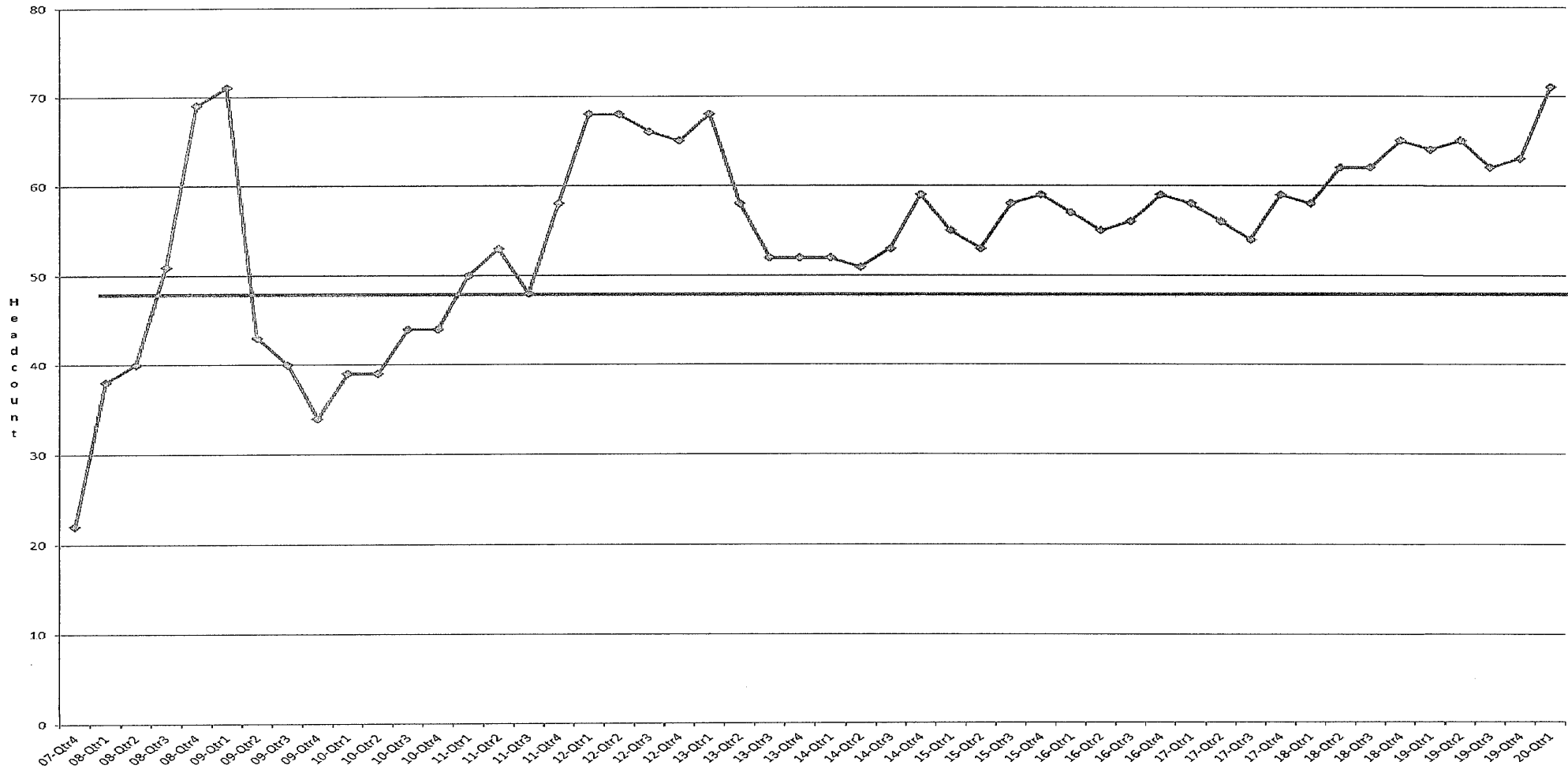
- Grant, Loan and guarantee terms contingent on Petersen Inc. performance
  - 50 full time employees
  - Period of fifteen years – Beginning 3/1/2011 thru 3/1/2026
  - Minimum wage of \$14.00/hour

# Current Conditions

- We have had a strong start to 2020 with increasing demand
- Work has been steady all year
- Future bright, commitment strong
- Currently 71 heads on roll
  - 65 heads at/over \$14.00 per hour
  - Average wage of \$23.86 per hour

# Current Conditions

Petersen Inc.  
Idaho Facility Qtrly Headcount



**AGENDA ITEM #6**

## ECONOMIC DEVELOPMENT LOAN AGREEMENT

This Agreement made this \_\_\_\_\_ day of September, 2009, by and between TetriDyn Solutions, Inc., an Idaho corporation, (hereinafter referred to as "TetriDyn"), and the Pocatello Development Authority, an urban renewal agency formed in accordance with the laws of the State of Idaho (hereinafter referred to as "PDA").

### 1. Recitals

1.1 TetriDyn is a publicly owned, locally operated Idaho corporation engaged in systems and software engineering, which specializes in IT innovation and technology. To date, a computerized medical record storage and retrieval system is the most recognized accomplishment of the company.

1.2 PDA is a public body created as an urban renewal agency pursuant to Idaho Code §50-2006, part of the Idaho Urban Renewal Law of 1965. As an urban renewal agency, PDA is charged with aiding and assisting economic development in Pocatello, Idaho (hereinafter at times "the community"), including assisting developments that will retain and increase available jobs in the community; and is further charged with encouraging such development by private enterprise; all as more specifically provided in Idaho Code §§50-2002 and 50-2003, being part of the Idaho Urban Renewal Law, and Idaho Code §50-2902, being part of the Local Economic Development Act.

1.3 In fulfillment of its statutory duties with respect to development and jobs creation in the Pocatello, Idaho area, PDA has the power to make funds available to assist businesses that will retain and/or create jobs in the community and enhance the economic viability of the community.

1.4 TetriDyn is engaged in the development of a new product which will benefit the livestock industry, both nationally and globally. The new product involves the collection of data which

would be processed and stored at TetriDyn's corporate headquarters in Pocatello, Idaho, and would ultimately result in the creation of additional employment positions in TetriDyn's data processing center. The new product is ready for marketing, but start up costs for development have caused short term cash flow issues for TetriDyn.

1.5 PDA has determined that TetriDyn's new product is a viable development with global potential, and represents the type of urban area development to which it may apply revenue allocation funds (tax increment financing) under the applicable statutes; and that the same will promote economic development in the area and creation of jobs and increased tax base consistent with the applicable urban renewal plan. For that reason, PDA has committed to loan the sum of \$50,000.00 to TetriDyn to assist with the marketing of TetriDyn's new product.

1.6 By this Agreement, PDA and TetriDyn wish to memorialize their mutual undertaking and commitments with respect to the economic development loan described herein.

NOW, THEREFORE, it is agreed by and between the parties hereto, as follows:

**2. Loan of Funds**

2.1 To further the proposed product development currently being undertaken by TetriDyn, and the job enhancement expected therefrom, PDA agrees to loan to TetriDyn the sum of \$50,000.00.

2.2 The loan proceeds shall be used by TetriDyn to assist with start up costs and test marketing of the company's new product.

2.3 Disbursement of the loan funds by PDA to TetriDyn shall occur upon the execution of this Loan Agreement.

2.4 The loan shall be evidenced by a Promissory Note, executed by TetriDyn. The Note shall provide that the loan is made without interest, as long as TetriDyn retains its corporate presence and conducts business in Pocatello, Idaho during the term of the Note. The Note is to be repaid

in full within one year of the date of this Loan Agreement. If PDA should determine (in its sole discretion) that TetriDyn has reduced its Pocatello workforce from the current staff full time equivalent of 16 positions, closed its Pocatello office, or otherwise altered its current corporate structure as it exists in Pocatello during the term of the Note, interest shall accrue on the unpaid balance of the amount due under the Promissory Note at the rate of five (5) per cent per annum from the date of the loan.

2.5 The loan is unsecured.

**3. Miscellaneous**

3.1 This Agreement shall be governed by and construed under the laws of the State of Idaho.

3.2 This Agreement shall be binding upon and inure to the benefit of the respective parties and their legal successors; but neither party may assign this Agreement without the express written consent of the other party.

3.3 In any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees from the non-prevailing party. Determination of the prevailing party in any such litigation shall be made on the basis of the factors enumerated in Rule 54(d)(1)(b), Idaho Rules of Civil Procedure, as the same now exists or may subsequently be amended.

3.4 Each party represents to the other that it has full legal authority to enter into and execute this Agreement, including obtaining of any required resolution of its governing board.

3.5 This document constitutes the entire agreement of the parties with respect to the loan by PDA to TetriDyn.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

POCATELLO DEVELOPMENT AUTHORITY  
An urban renewal agency under the laws of the  
State of Idaho

TETRIDYN SOLUTIONS, INC.,  
an Idaho corporation

\_\_\_\_\_  
Steve Brown, Chairman

\_\_\_\_\_  
Dave Hempstead, President

STATE OF IDAHO                    )  
  ss:  
County of Bannock                )

On this \_\_\_\_\_ day of October, 2009, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Steve Brown, known to me to be the Chairman of the "PDA", of the City of Pocatello, and acknowledged to me that he executed the foregoing instrument for and on behalf of said agency and that said agency executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in Pocatello, Idaho  
My commission expires: \_\_\_\_\_

STATE OF IDAHO                    )  
  ss:  
County of Bannock                )

On this \_\_\_\_\_ day of October, 2009, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Dave Hempstead, known to me to be the President of TetriDyn Solutions, Inc., an Idaho corporation, who executed the foregoing instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

\_\_\_\_\_  
NOTARY PUBLIC FOR IDAHO  
Residing in \_\_\_\_\_  
My commission expires: \_\_\_\_\_

No. <b>C 135911</b>		<b>Due no later than Oct 31, 2009</b>		2. Registered Agent and Address <b>(NO PO BOX)</b>			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080  <b>NO FILING FEE IF RECEIVED BY DUE DATE</b>		<b>Annual Report Form</b>		DAVID W HEMPSTEAD 1651 ALVIN RICKEN DR POCATELLO ID 83201			
		<b>1. Mailing Address: Correct in this box if needed.</b>		3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
DIRECTOR	LARRY YBARRONDO	1651 ALVIN RICKEN DRIVE	POCATELLO	ID	USA	83201	
DIRECTOR	ORVILLE HENDRICKSON	1651 ALVIN RICKEN DRIVE	POCATELLO	ID	USA	83201	
SECRETARY	ANTOINETTE KNAPP	1651 ALVIN RICKEN DRIVE	POCATELLO	ID	USA	83201	
PRESIDENT	DAVID HEMPSTEAD	1651 ALVIN RICKEN DRIVE	POCATELLO	ID	USA	83201	
5. Organized Under the Laws of: <b>ID</b> <b>C 135911</b>		6. Annual Report must be signed.* Signature: A. R. Knapp Name (type or print): A. R. Knapp				Date: 10/07/2009 Title: Secretary	
Processed 10/07/2009		* Electronically provided signatures are accepted as original signatures.					

No. <b>C 135911</b>		Due no later than Oct 31, 2014		2. Registered Agent and Address <b>(NO PO BOX)</b>			
Return to: SECRETARY OF STATE 700 WEST JEFFERSON PO BOX 83720 BOISE, ID 83720-0080  <b>NO FILING FEE IF RECEIVED BY DUE DATE</b>		<b>Annual Report Form</b>		DAVID W HEMPSTEAD 1585 N SKYLINE DRIVE IDAHO FALLS ID 83402			
		<b>1. Mailing Address: Correct in this box if needed.</b> TETRIDYN SOLUTIONS, INC. ANTOINETTE R KNAPP 1585 N SKYLINE DRIVE IDAHO FALLS ID 83402		3. <u>New</u> Registered Agent Signature:*			
4. Corporations: Enter Names and Business Addresses of President, Secretary, and Directors. Treasurer (optional).							
Office Held	Name	Street or PO Address	City	State	Country	Postal Code	
DIRECTOR	LARRY YBARRONDO	1585 N SKYLINE DRIVE	IDAHO FALLS	ID	USA	83402	
DIRECTOR	ORVILLE HENDRICKSON	1585 N SKYLINE DRIVE	IDAHO FALLS	ID	USA	83402	
PRESIDENT	ANTOINETTE KNAPP	1585 N SKYLINE DRIVE	IDAHO FALLS	ID	USA	83402	
5. Organized Under the Laws of: <b>ID</b> <b>C 135911</b>		6. Annual Report must be signed.* Signature: Antoinette Knapp Name (type or print): Antoinette Knapp		Date: 09/13/2014 Title: President			
Processed 09/13/2014		* Electronically provided signatures are accepted as original signatures.					

**AGENDA ITEM #7**

June 25, 2020

Mr. Carl Anderson, Interim Executive Director, Pocatello Development Authority  
911 N 7<sup>th</sup> Avenue  
Pocatello, ID 83201

Re: Potential urban renewal district

Dear Mr. Anderson,

Thank you for reaching out to inquire of my interest in assisting the Pocatello Development Authority (PDA) in their consideration of a potential new urban renewal district in the city. As you now I served the PDA in support of their consideration of the Northgate Urban Renewal District established in 2019. In addition to that work, I have advised ten other Idaho cities and one Idaho county in similar assignments. In many of those cities, I have been involved in the establishment of more than one new district. Please see the attached resume for a complete listing of projects conducted in Idaho. Prior to establishing my consulting practice, I had served as the Executive Director of the Capital City Development Corporation, Boise's urban renewal agency, for twelve years.

I understand that your current focus is on properties proximate to Interstate 15 at Exit 67 and is prompted by an expression of interest by Mr. Hernandez, the property owner, seeking to develop new freeway-oriented development. The issues currently before the PDA Board are: (1) whether the area under consideration is eligible for the establishment of a new district under the criteria established in state law and (2) if additional areas also would qualify to create a broader district than Mr. Hernandez's properties.

As you can see from my resume, I have conducted reports on the eligibility of areas under consideration for new districts throughout the state. In addition, I have conducted specific reviews of potential boundaries on proposed districts in Hailey, Meridian, McCall and currently again on another project in Hailey.

The process that I have used in exploring potential boundaries of a district is to work with Agency Staff and Board of Commissioners in identifying a "Preliminary Study Area" that includes those properties expressing interest in inclusion as well as a broader area in which the Agency has an interest in receiving additional information. I often break the areas with unique characteristics into "Sub-Areas" for review. If a preliminary analysis suggests any "Sub-Area" should be eliminated from further consideration, that information will be shared with the Agency and a final determination made as to what areas should be included in the formal eligibility study for Agency consideration.

The eligibility study is then conducted with the remaining areas being reviewed separately and then as a single combined district in order to give the Commissioners and City Council broad flexibility in their decisions to move forward and in what configuration any new district might

have. The decision-makers can decide to (1) move forward with one Sub-area and not others, (2) create separate districts conforming to the Sub-areas, (3) combine the Sub-Areas into one consolidated district or (4) conversely choose to proceed with none of the Sub-areas.

My hourly rate for the services noted remain unchanged from those charged during the Northgate District process in 2017-19; \$150 per hour, plus direct expenses.

I have reviewed the area represented by the Hernandez properties and the surrounding areas including the areas to the south, west and north. A conversation with Agency Staff and Board would direct where my preliminary review should be focused.

I anticipate the phases of the project would be as follows:

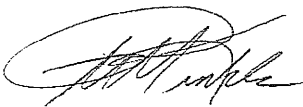
Boundary Determination:	\$1,500.00
Eligibility Report:	\$7,500.00

In addition, if the Board and City Council elect to proceed with the creation of a new district or districts, a financial feasibility report will be required as a part of the new urban renewal plan. I have prepared that report for each of the projects I have conducted and, even though that is not part of the current proposal request, I will note that I would expect an not to exceed amount of \$10,000 for that work, should you choose to have me do that.

The structure of the relationship with both McCall and Hailey is an On-Call Services Contract with specific projects defined and initiated by Task Orders. If you prefer, we can define the work in a discreet service agreement. I have attached the recently executed agreement with Hailey Urban Renewal Agency for your information.

Again, thank you for reaching out to me and I look forward to discussing your requirements further.

Sincerely,



Phil Kushlan, Principal

Attachments:

1. Phillip K. Kushlan Resume
2. Contract example with the City of Hailey, ID



**Kushlan | Associates** provides planning and management services to Idaho communities and non-profits. The foundation of the firm is experience and expertise that can address the unique challenges of local government in Idaho. A full range of services is provided, including: urban renewal, strategic planning, project management, municipal finance, general planning and zoning, community outreach and organizational development.

## **Phillip Kushlan**

E-mail: [pkushlan@fiberpipe.net](mailto:pkushlan@fiberpipe.net)

### **EXPERIENCE:**

**Kushlan | Associates, Principal (July 2011 – present)**  
Boise, ID

**Eligibility Report for the Woodside South Urban Renewal Area, Hailey Urban Renewal Agency, Hailey, ID: (2020)** Provide initial review of an area under consideration for the creation of a new urban renewal area for of the Hailey Urban Renewal Agency.

**Economic Feasibility Analysis for the Union Urban Renewal Area, Meridian Development Corporation, Meridian, ID: (2020):** Provide statutorily required economic feasibility analysis for the Meridian Development Corporation.

**Eligibility Report for the Union Urban Renewal Area, Meridian Development Corporation, Meridian, ID: (2019-2020)** Provide initial review of an area under consideration for the creation of a new urban renewal area for of the Meridian Development Corporation.

**Interim Executive Director, Association of Idaho Cities (2019):** Provided interim oversight and organization analysis during absence of permanent Executive Director.

**Economic Feasibility Analysis for the Washington Street South Urban Renewal Area, Twin Falls Urban Renewal Agency, Twin Falls, ID: (2019):** Provide statutorily required economic feasibility analysis for the Twin Falls Urban Renewal Agency.

**Eligibility Report for the Washington Street South Urban Renewal Area, Twin Falls Urban Renewal Agency, Twin Falls, ID: (2019)** Provide initial review of an area under consideration for the creating of a new urban renewal area for of the Twin Falls Urban Renewal Agency.

**Economic Feasibility Analysis for the Urban Renewal Area 2-A, McCall Redevelopment Agency, McCall, ID: (2019):** Provide statutorily required economic feasibility analysis for the McCall Redevelopment Agency's second urban renewal district.

**Eligibility Report for Urban Renewal Areas 2-A and 2-B, McCall Redevelopment Agency, McCall, ID: (2018)** Provide initial review of two areas under consideration for creating new urban renewal areas for of the McCall Redevelopment Agency.

**Eligibility Report for North Urban Renewal Area Annexation, Sandpoint Urban Renewal Agency, Sandpoint, ID: (2018)** Provide initial review of an area under consideration for the annexation of an area to an existing urban renewal area for of the Sandpoint Urban Renewal Agency.

**Economic Feasibility Analysis District 5, Jerome Urban Renewal Agency, Jerome, ID (2018):** Provide statutorily required economic feasibility analysis for the Jerome Urban Renewal Agency's fifth urban renewal district.

**Eligibility Report for District 5, Jerome Urban Renewal Agency, Jerome, ID: (2018)** Provide initial review of an area under consideration for the establishment of the Jerome Urban Renewal Agency's fifth urban renewal district.

**Economic Feasibility Analysis for the Northgate Urban Renewal Plan, Pocatello Development Authority, Pocatello, ID: (Current):** Provide statutorily required economic feasibility analysis for the Pocatello Development Authority's fifth urban renewal district.

**Eligibility Report for Northgate Urban Renewal District, Pocatello Development Authority, Pocatello, ID: (2018)** Provided initial review of an area under consideration for the establishment of the Pocatello Development Authority's fifth urban renewal district.

**Economic Feasibility Analysis for the Jackson Hole Junction Urban Renewal Plan, Idaho Falls Redevelopment Agency, Idaho Falls, ID (2017):** Provided statutorily required economic feasibility analysis for the Idaho Falls Redevelopment Agency's fifth urban renewal district.

**Eligibility Report for Jackson Hole Junction Urban Renewal District, Idaho Falls Redevelopment Agency, Idaho Falls, ID: (2017)** Provided initial review of an area under consideration for the establishment of the Idaho Falls Redevelopment Agency's fifth urban renewal district.

**Eligibility Report for 41<sup>st</sup> Street Urban Renewal District, Garden City Urban Renewal Agency, Garden City, ID (2017):** Provided initial review of an area under consideration for the establishment of Garden City's second urban renewal district.

**Update of Twin Falls Community Strategic Plan, City of Twin Falls, ID (2017-2018):** Facilitate the update of the City's Strategic Plan.

**On-Call consultation on urban renewal issues, Twin Falls Urban Renewal Agency, Twin Falls, ID (2016 -2017):** Provide on-going professional services on an as-needed basis to the urban renewal agency

**Interim Executive Director, Twin Falls Urban Renewal Agency, Twin Falls, ID (January 2016 – September 2016):** Served as Interim Executive Director for the urban renewal agency during the recruitment and selection of the City's new Economic Development Director. Provided oversight

to the of design and process for implementation of the Main Avenue redevelopment project, restructured agency finances and initiated work on a downtown housing initiative.

**Economic Feasibility Analysis for the Front Street Urban Renewal Plan, Driggs Urban Renewal Agency, Driggs, ID (2016):** Provided statutorily required economic feasibility analysis for Driggs URA's new urban renewal district.

**Eligibility Report for consideration of Crossroads Point 2 Urban Renewal District, Jerome County Urban Renewal Agency, Jerome, ID (2016):** Provided initial review of an area under consideration for the establishment of Jerome County's second urban renewal district.

**Economic Development Initiative, Garden City Urban Renewal Agency, Garden City, ID (2016):** Provide support to the Urban Renewal Agency in exploring mechanisms to support and expand the growing winery, and brewery industry locating in Garden City.

**Ten Mile Interchange Urban Renewal District, City of Meridian, ID (2016):** Provide expertise and support to City and Urban Renewal Agency in their consideration of the community's second urban renewal district. Eligibility Report accepted by the Urban Renewal Agency Board of Commissioners. City Council consideration scheduled for February, 2016.

**Ada County Strategic Business Plan, Ada County, Boise, ID (2016):** As part of the process to update the Comprehensive Land Use Plan, we are executing a collaborative process for the development and ultimate adoption of the County's first-ever Strategic Business Plan.

**Downtown Revitalization Project, City of Jerome, ID (Current):** Support the Mayor, City Administrator and Economic Development officials in activities to revitalize downtown Jerome.

**Canyon Springs Road Improvement Community Involvement, City of Twin Falls, ID (2016):** Provide support for City staff, design consultant and Citizen Ad Hoc Committee to explore alternatives for improvements to the single roadway serving multiple uses located in the Snake River Canyon.

**Organizational Development, City of Twin Falls, Idaho (2015):** Provide support to the City Manager and senior staff in reviewing and making recommendations regarding organizational structure and processes that better align with the Community Strategic Plan and providing coaching to the City Manager.

**City Budget Review, Jerome, Idaho (2015):** Provide support for the City Administrator in reviewing and recommending improvements to the process for developing and executing the City's annual budget.

**Strategic Plan for the City of Jerome, Idaho (2015):** Working with the City Staff and Council in developing a community-based strategic Plan to guide municipal decision-making. City Council selected our firm and work on the project will commence in the new fiscal year.

**Urban Renewal Plan for Eagle Ridge Urban Renewal Area, Idaho Falls, Idaho (2014):** In concert with Agency Counsel, developing urban renewal plan consistent with statutory requirements for consideration by the Idaho Falls Redevelopment Agency Commission and City Council

**Eligibility Report for the Idaho Falls Redevelopment Agency (July, 2014):** Analyzed the eligibility of properties for inclusion in the proposed Eagle Ridge Urban Renewal Area located in Idaho Falls, Idaho. Reviewed historic, assessor and geological data regarding the area and compared findings to statutory requirements for creating an urban renewal area. Presented findings to the Urban Renewal Board of Commissioners.

**Urban Renewal Plans for the City of Jerome, Idaho Urban Renewal Agency (2013):** In concert with Agency Counsel, developing urban renewal plans consistent with statutory requirements for consideration by the Jerome Urban Renewal Agency Commission and City Council

**Eligibility Report for the City of Jerome, Idaho Urban Renewal Agency (December 2013 – April 2014):** Analyzed the eligibility of properties for inclusion in the city's proposed third and fourth urban renewal districts. Working with the city, county assessor and previous planning efforts, the report identifies the boundaries of two geographical areas with properties that meet the criteria for inclusion in an urban renewal district under Idaho Statutes. Prepared Supplemental Eligibility Report for Area 3 in response to property owner interest in being included in the proposed district.

**Urban Renewal Plan for the City of Hailey, Idaho Urban Renewal Agency (April 2013 – June 2013):** Worked with The Urban Renewal Agency Commission, staff and legal counsel developing an urban renewal plan that met the requirements of state law. Plan adopted in November 2013.

**Eligibility Report for the City of Hailey, Idaho Urban Renewal Agency (December 2012 – May 2013):** Analyzed the eligibility of properties for inclusion in the city's first proposed urban renewal district. Working with the city, county assessor and previous planning efforts, the report identifies the boundaries of a geographical area with properties that meet the criteria for inclusion in an urban renewal district under Idaho Statutes.

**Strategic plan for the City of Twin Falls, Idaho (2012):** The project began with an intensive public involvement program including in-depth interviews with over thirty community leaders, public meeting, social media interaction with the community, and junior high school workshop. Facilitated a city council retreat and meetings with the city staff leadership.

**Capital City Development Corporation (CCDC), the Urban Renewal Agency for Boise City, Executive Director (1999 – 2011) Boise, ID**

Served as Chief Executive Officer of the urban renewal agency serving Boise, Idaho. Responsibilities included directing the staff of 14 professionals and support staff, providing professional level staff support to the nine-member Board of Commissioners, providing strategic planning advise and processes, conducting board and organizational development programs, operating and capital budget development and execution, development agreement negotiations, community liaison activities, interagency coordination and state and federal legislative representation.

**Washington State Public Stadium Authority, Executive Director (August 1997 to July 1999)  
Seattle, WA**

Served as the Executive Director of the Authority. The Public Stadium Authority (PSA) is a public entity created to oversee the construction of a new, voter approved professional 72,000-seat football and soccer stadium and 325,000 square foot exhibition hall in Seattle, Washington. The executive director responsibilities included supporting a seven-member Board of Directors, administering a staff of ten and overseeing the environmental and design processes, negotiating the development agreement and master lease with the NFL Team Affiliate, acquiring the property and structuring the financing for the project.

**Phillip K. Kushlan and Associates, President (February 1995 to July 1999) Bellevue, WA**

Phillip K. Kushlan and Associates was a consulting firm specializing in working with government agencies to find management, policy and planning solutions to current problems. Projects included capital improvement financing and development; organizational assessment and improvements; goal setting and retreat facilitation; annexation and incorporation studies; and executive recruitment.

**City of Bellevue, Washington, City Manager (February 1985 – February 1995)**

Served as Chief Executive Officer of City Government. With 105,000 residents, Bellevue was the fourth largest city in Washington. In 1994, Bellevue had an annual operating budget of \$132 million, and an annual capital budget of \$40 million. With nine General Fund departments and three utilities, the City employed 1,100 city workers.

**City of Bellevue, Washington, Deputy City Manager (August 1981 to February 1985)**

Key responsibilities as Deputy City Manager included the oversight of all City operations.

**City of Cottage Grove, Oregon City Manager (December 1973 to July 1981)**

Cottage Grove had a 1981 population of 7,200. At that time, the city had 83 employees, a \$7 million budget and operated police, fire, and public works departments, ambulance services, water and sewer utilities, and parks and library services.

**City of Springfield, Oregon, Administrative Assistant to the City Manager (June 1970 to December 1973)**

Supported the City Manager of a city of 25,000 that had a \$10 million operating budget and 250 employees.

**EDUCATION:**

Bachelor of Science, Public Administration  
University of Oregon, Eugene, 1970

#### **ADDITIONAL EDUCATION AND TRAINING:**

1. Local Officials' Study Tour of the Soviet Union, July 1990
2. Senior Executive Institute, Harvard University, Cambridge, Massachusetts, July 1986
3. Rocky Mountain Program for Senior Executives in the Public Service, University of Colorado, August 1984.

#### **ASSOCIATIONS:**

- Member, New Market Tax Credit Advisory Panel, Idaho / Montana CDC (Present)
- International City/ County Management Association, Life Member,
- Urban Land Institute, Member, 1999 to 2011; Public / Private Partnership Council, 2003 – 2007; Idaho District Council Vice Chair 2004-2006
- International Downtown Association; Member, 2003 - 2011
- Boise Metro Chamber of Commerce; Member, 2000 - Present; Board of Directors – 2004 - 2009
- Boise Valley Economic Partnership; Board of Directors, 2002 - 2010
- Downtown Boise Association, Member, Board of Directors, 2000 - July 2011
- Community Planning Association of Southwest Idaho; Board of Directors, 1999 - July 2011
- Valley Regional Transit Agency, Board of Directors, 2000 - 2003
- Association of Idaho Cities, Legislative Committee, 2000 - 2003
- Western Idaho Fair Advisory Board, Member, 2002 - 2005
- Association of Washington Cities, Member 1981-1999
- Municipal League of Seattle, Member, 1981 - 1999
- Bellevue Sister Cities Association, Member, 1985 - 2002; Chair, Kladno, Czech Republic Committee, 1996 - 1999; Vice President, 1998 - 1999
- Washington City/County Management Association, Member, 1981 - 1999, Board of Directors, 1989 - 1990
- Bellevue, Washington Chamber of Commerce, Member, Board of Directors, 1985-1992
- Washington State Transportation Policy Institute; Board of Directors, 1992 – 1995
- King County Charter Review Committee, 1996 - 97
- King County Executive's Task Force of Kingdome Governance, 1995
- Oregon Section, International City Management Association, Member 1970 - 1981; President, 1980; Vice President, 1979; Board of Directors, 1978 - 1981
- League of Oregon Cities, Model Charter Review Committee, 1980–1981; Board of Directors, 1978 - 1980
- Cottage Grove, Oregon Chamber of Commerce, Member, Board of Directors, 1974 - 1981

#### **AWARDS AND RECOGNITIONS:**

- Outstanding Public Employee, Municipal League of Seattle/King County. 1995
- Best Public Official, Advance Bellevue, 1995
- Public Service Award, American Society of Public Administration, 1989

**PRESENTATIONS:**

Training sessions for local officials on strategic planning, capital improvement planning, local government budget and finance, intergovernmental cooperation, Council/Staff relations and municipal press relations. Presentations made at the Association of Idaho Cities, the Association of Washington Cities and the League of Oregon Cities and the National League of Cities. International presentations in Prague, Czech Republic on citizen participation to the Third International Conference on Regional and Municipal Cooperation, (1991); Vah Valley Council of Governments, Trencin, Slovakia, (1994); and on municipal policing in the United States to the International Conference on Policing, University of Ljubljana, Ljubljana, Slovenia (1996).

**PROFESSIONAL SERVICES AGREEMENT**  
**On-Call Services**

**TITLE: On-Call Services**

**PROFESSIONAL SERVICES AGREEMENT**

This agreement is entered into on the date listed below between the Hailey Urban Agency of Hailey, Idaho hereinafter referred to as "AGENCY" whose address is 115 Main Street, Hailey, ID 83333, whose telephone number is (208) 788-7097, and Kushlan | Associates, hereinafter referred to as "CONSULTANT", whose mailing address is Post Office Box 8463, Boise, ID 83707, whose business phone number is (208) 433-9352.

**Section 1. Consultant Services.**

CONSULTANT will be available to perform services on behalf of the AGENCY on an "on-call" basis at the direction of the Community Development Director of the City of Hailey. Such direction shall be provided in the form of a written Task Order, similar to the example shown in Attachment A detailing the tasks to be accomplished, deliverables expected and anticipated cost and timeline if known.

**Section 2. Schedule**

CONSULTANT shall be in a position to offer services from March 15, 2020 and shall continue to a time acceptable to the "AGENCY". However, the performance of any Services shall not continue past December 31, 2021 unless an extension of time is approved by the "AGENCY".

**Section 3. Compensation.**

For its Services, the "AGENCY" agrees to pay CONSULTANT on an hourly basis, and for all expenses related to travel, printing, postage and advertising as detailed on Attachment B.

**Section 4. Method of Payment; Periodic Payments.**

- A. CONSULTANT shall invoice the "AGENCY" no more than once per month.
- B. All invoices shall be paid by "AGENCY" within thirty (30) days of receipt of a proper invoice.
- C. CONSULTANT shall keep time and expense records, other cost records and accounts pertaining to this agreement, available for inspection by "AGENCY" representatives for three (3) years after final payment. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the agreement, CONSULTANT will correct or modify the work to comply with the agreement. The "AGENCY" may withhold payment for such work until the work meets the requirements of the agreement.

KUSHLAN AGREEMENT

## **Section 5. Discrimination and Compliance with Laws**

- A. In performing the Services required herein, CONSULTANT agrees not to discriminate against any person in the performance of this agreement because of race, color, religion, sex, national origin, age or non-job related handicap, or because of prior military service or current military status, and shall comply with all applicable federal and state laws and regulations of governmental agencies relating to civil and human rights.
- B. CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- C. Violation of this section 5. shall be a material breach of this agreement and grounds for cancellation, termination, or suspension of the agreement by the "AGENCY" , in whole or in part, and may result in ineligibility for further work for the "AGENCY".

## **Section 6. Term and Termination of Agreement**

- A. This agreement shall be effective upon signing and shall remain in effect until December 31, 2021 unless extended, or until terminated in accordance with paragraph B. of this section.
- B. This agreement may be terminated by either party without cause upon thirty (30) days written notice, in which event all finished or unfinished documents, reports, or other material or work of CONSULTANT pursuant to this agreement shall be submitted to the "AGENCY", and CONSULTANT shall be entitled to just and equitable compensation at the rate set forth in Section 3. for any satisfactory work completed prior to the date of termination.

## **Section 7. Ownership of Work Product**

All data, materials, reports, memoranda, and other documents developed under this agreement 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.

## **Section 8. General Administration and Management**

The Community Development Director of the City of Hailey shall oversee and approve all services to be performed, coordinate all communications and review and approve all invoices, under this agreement.

## **Section 9. Hold Harmless**

- A. CONSULTANT shall protect, defend, indemnify and save harmless the "AGENCY", its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of CONSULTANT, its officers, employees and agents in performing this agreement.

KUSHLAN AGREEMENT

B. "AGENCY" shall protect, defend, indemnify and save harmless CONSULTANT, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the "AGENCY", its officers, employees and agents in performing this agreement.

**Section 10. Independent Consultant**

In all matters pertaining to this Agreement, CONSULTANT shall be acting as an independent CONSULTANT, and will not be deemed an employee or agent of the "AGENCY".

**Section 11. Subletting or Assigning Contract**

Neither the "AGENCY" nor CONSULTANT shall assign, transfer, or encumber any rights, duties, or interests accruing from this agreement without the express prior consent of the other.

"AGENCY" acknowledges that CONSULTANT will assign certain tasks under the agreement to Shellan Rodriguez (SMR Development LLC) who will support CONSULTANT in this work.

**Section 12. Extent of Agreement/Modification**

This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements either written or oral. This agreement may be amended; modified; or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, "AGENCY" and CONSULTANT have executed this Agreement as of March 17, 2020

CONSULTANT

By: 

Principal

The Hailey Urban Renewal Agency

By: 

Chairman

**Attachment A**  
**Hailey Urban Renewal Agency**  
**Task Order**

Task Order # \_\_\_\_\_

Date: \_\_\_\_\_

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

Project Description:

Expected Deliverable:

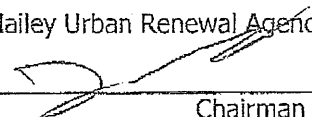
Anticipated Timeline (If known):

Anticipated Cost:

By: Consultant

\_\_\_\_\_  
Principal

By: Hailey Urban Renewal Agency

  
\_\_\_\_\_  
Chairman

March 2, 2020

**Halley Urban Renewal Agency  
Task Order**

Task Order HURA 2020-1

Date: March 15, 2020

Project Title: Woodside Urban Renewal District Development

Project Description:

Task 1A: Consultant will prepare required Eligibility Report comparing the circumstances existing in the Study Area defined in Task HURA 2020-1 with the statutory requirements for creating an urban renewal district in Idaho.

Consultant will meet with HURA Staff and Commission and the City Council in support of their consideration of the Report findings.

Task 1B: If, based upon the findings of the Eligibility Report prepared under Task HURA 1A, the Agency and City Council direct the creation of an Urban Renewal Plan, consultant will work with Agency Counsel in the preparation of the required economic feasibility report to be included as part of the Plan.

Consultant will work with City and Agency staff in defining a specific plan of improvements and development assumptions impacting the financial feasibility of the proposed district.

Expected Deliverable:

- 1A: Eligibility Report
- 1B: Attachment 5 to Urban Renewal Plan

Anticipated Timeline (If known):

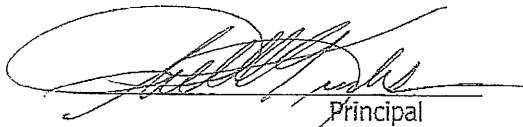
Work under this Task Order to be concluded by December 31, 2020

Anticipated Cost:


1A: Eligibility Report: Not to Exceed \$9,000 plus direct expenses

1B: Attachment 5: Not to Exceed \$12,000 plus direct expenses

By: Consultant

  
Principal

By: Halley Urban Renewal Agency

  
Chairman  
March 2, 2020

**Attachment B**

**Rates**

Phillip Kushlan ----- \$150.00 / hour  
Mileage -----per federal reimbursement rate – currently \$0.575 / mile  
Other travel ----- Actual cost w/o markup

March 2, 2020

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**PROPOSAL FOR PROFESSIONAL SERVICES  
POCATELLO DEVELOPMENT AUTHORITY**



**OUTWEST POLICY ADVISORS**

**July 2, 2020**

**PREPARED BY  
BRENT TOLMAN**



## Urban Renewal Project Tasks

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

### 1) Consultant's Tasks

#### A. Eligibility Report

Consultant will prepare an urban renewal eligibility report to determine if a proposed study area is a deteriorated or deteriorating area as required by Idaho Code 50-2008 (a), evaluating the characteristics described in Idaho Code 50-2018(8), Idaho Code 50-2018(9), and 50-2903 (8)(a-f) on the subject property described in Exhibit A (Project Description) for consideration by the Agency and the City Council.

##### i. Narrative Report

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

##### ii. Property Eligibility Report Map

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

#### B. Economic Feasibility Study

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

1. The kind, number, and location of all proposed public work or improvements within the revenue allocation area;
2. An economic feasibility study, including estimated new development and resulting revenue;



3. A detailed list of estimated project costs for all proposed public works or improvements within the revenue allocation area;
4. A fiscal impact statement showing the impact of the revenue allocation area, both during and until and after any bonds are repaid, upon all taxing districts levying taxes upon property in revenue allocation area; and
5. A description of the methods of financing all estimated project costs and the time when related costs or monetary obligations are to be incurred

**C. Urban Renewal Plan**

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

**D. Consultation**

Consult with Agency and City staff, consultants, developers, and impacted residents necessary for completion of the services proposed herein. Coordinate and collaborate with legal counsel in preparing and proofing the urban renewal plan.

**E. Work Program and Meetings**

**Eligibility Study**

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

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

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



## Feasibility Study

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

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

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

### 2) Agency\City Tasks

Agency\City shall undertake and complete the following:

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

### 3) Additional Tasks

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



other than time and expenses of Consultant to procure such services as agreed in the Consultant Agreement.

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

## REIMBURSABLE EXPENSES

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

### Travel

Time and mileage to and from client meeting locations, mileage for property inspections, and mileage to meet with developers, city and county officials, and for other project needs will be reimbursable at the Federal Mileage rate in effect at the time of travel.

### Copies

Any copies obtained by the consultant for use in completing the eligibility or feasibility studies and plan preparation, copies of documents provided to the Agency or other parties related to the studies and plan preparation shall be reimbursable. Outwest Policy Advisors will endeavor to minimize the amount of copies needed for completing the appropriate studies. Rate for an 8 ½" x 11" copy is currently \$0.15/black & white copy and \$0.50/color copy.

### Mailings

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



# Outwest Policy Advisors

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

76 S 222 W  
 Burley, ID 83318  
 Phone 208-431-7356



## QUOTE

Prepared For:  
 Pocatello Development Authority

DATE: July 1, 2020  
 QUOTE #: P2020-6  
 FOR: Consulting Services

PROJECT: Prime Time Area

DESCRIPTION	AMOUNT
RATE	\$90.00
Mileage Rate	\$0.575
Black & White Copy Rate (8 1/2" x 11")	\$0.15
Color Copy Rate (8 1/2" x 11")	\$0.50
Eligibility Study S 5th\Prime Time Auction area as defined in the Preliminary Proposal 2-19-2020, expansion of the potential boundaries will be an additional cost based on the number of parcels in the expanded boundary area and the complexity of issues to be addressed. Additional areas will be charged at a rate of \$90/hour not to exceed an additional \$1000.  see scope of work on attached Urban Renewal Task List	\$ 5,000.00
Feasibility Study  Prepare a feasibility study in conformity with Idaho Code 50-2905 as part of an Urban Renewal Plan for S 5th\Prime Time Auction Area  expansion of the potential boundaries will be an additional cost based on the number of parcels in the expanded boundary area and the complexity of issues to be addressed. Additional areas will be charged at a rate of \$90/hour not to exceed an additional \$2000  see scope of work on attached Urban Renewal Task List	\$ 7,500.00
<b>SUBTOTAL</b>	\$ -
<b>TOTAL</b>	<b>\$ 12,500.00</b>

If you have any questions concerning this proposal, contact Brent - 208-431-7356 [brentj.tolman@gmail.com](mailto:brentj.tolman@gmail.com)

THANK YOU FOR YOUR BUSINESS!



GENERAL TIMELINE  
FOR CONSIDERATION AND APPROVAL  
OF AN  
URBAN RENEWAL PLAN



OUTWEST POLICY ADVISORS

TIMELINE FOR CONSIDERATION AND APPROVAL  
OF URBAN RENEWAL PLAN

DAY	TASK	NOTES
1-45	Identify/retain consultant to prepare eligibility report; Prepare eligibility report; Identify geographic area to be reviewed and compare to statutory criteria	
	Work on map to be included with the eligibility report	
	Obtain values: base values for existing revenue allocation area (RAA) and the new RAA and current values for the County	
	Work on identifying and obtaining consent from agricultural property owners (if any)	
	Consider any input from city if within city impact area	
	Prepare Agency Resolution approving eligibility report	
	Agency Board approves eligibility report	
	Prepare City Resolution approving eligibility report	
	City Council approves eligibility report	
45-105	Work on drafting the Urban Renewal Plan	
	Outreach with property owners/developers and other interested parties including taxing entities on the content of the Plan	
	Identify/retain consultant to prepare boundary map (may be smaller area than determined to be eligible, but not larger)	
	Preparation of boundary map	
	Identify/retain consultant to prepare legal description	
	Preparation of legal description	
	Identify/retain consultant to prepare the economic feasibility study (may be same consultant who prepared eligibility report)	



	<p>Preparation of Attachment 5 [economic feasibility study]</p> <ul style="list-style-type: none"> <li>- Identify/confirm the overlapping taxing districts</li> <li>- Identify/confirm levy rates</li> <li>- Identify/confirm assessed values for City and the revenue allocation area [10% limitation]</li> <li>- Prepare TIF revenue projections (including estimates of levy rate and area assessed values)</li> <li>- Identify projects/expenses</li> </ul>	
	<p>Distribution of rough draft of the Urban Renewal Plan to the Agency Board</p> <ul style="list-style-type: none"> <li>- Continue to conduct outreach with property owners/developers and other interested parties including taxing entities on the content of the Plan;</li> <li>- Schedule Work Session with Agency Board to review Plan</li> <li>- Work on finalizing plan exhibits/economic feasibility study</li> </ul>	
	Prepare Agency Resolution to approve the Plan	
	Agency board meeting to consider the Plan for Approval	
105-195	<p>Consult with City Attorney re City Procedures:</p> <ul style="list-style-type: none"> <li>- Regular meeting/dates times;</li> <li>- Consolidation of ordinance readings; and</li> <li>- Scheduling meeting with Planning &amp; Zoning Board</li> <li>- Confirm delegation of tasks</li> </ul>	
	Prepare letter from Agency to City formally submitting Plan to the City	
	<p>City submits Plan to the Planning &amp; Zoning Board for review and recommendations as to the Plan's conformity with the general plan for the development of the City as a whole. Planning commission must submit its written recommendations with respect to the proposed plan to the City within sixty days after receipt of the Plan for review.</p> <ul style="list-style-type: none"> <li>- Schedule/confirm date/time Planning Commission will review Plan</li> </ul>	
	Consult with City/confirm date of public hearing and final reading	



	Prepare public hearing notice. Notice shall state time, date and place of the public hearing to consider the Plan. Also publish map/boundary description	
	Prepare transmittal letters from the City to overlapping taxing districts	
	<b>NOTE – City must publish/transmit notice at least 30 days prior to the date of the public hearing but not more than 60 days prior to the date set for final reading of the ordinance.</b>	
	Publish notice of the public hearing in a newspaper of general circulation (2x – 7 days apart)	
	Transmit cover letter, copy of notice of the public hearing and the Plan (with attachments) to taxing districts	
	Consult with representatives of the State Taxing Commission re boundary map/legal descriptions	
	Consult with City Attorney re standard ordinances and work on drafting ordinance <ul style="list-style-type: none"> <li>- Prepare and final exhibits to the Ordinance, including ordinance summary</li> </ul>	
	First reading and public hearing of the ordinance	
	Second reading of the ordinance	
	Third/final reading and passage of the ordinance	
	Publish ordinance summary (with map and legal)	
195-209	Draft post-ordinance cover letters for City; transmit copies of the ordinance, legal description and map to the following <ul style="list-style-type: none"> <li>- county auditor</li> <li>- county assessor (file map and legal)*</li> <li>- county recorder (record map and legal)*</li> <li>- affected taxing districts; and</li> <li>- state tax commission (file map and legal)*</li> </ul> *Within 30 days of publication of the ordinance summary	
	Filing and recording of documents with the County recorder, County assessor, Tax Commission, etc.	

