



## Urban Renewal Agency Agenda

Monday, December 13, 2021, 12:00 PM

Council Chambers  
203 Main Avenue East- Twin Falls, Idaho

**Members:** Rudy Ashenbrener, Andy Hohwieler, Dan Brizee, Jan Rogers, Alexandra Caval, JJ McBride, Dave McAlindin

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Conflict of Interest Declaration
- 3) Consent Calendar
  - a) **ACTION ITEM:** Request to approve 1) Minutes for the November 8, 2021 meeting; 2) November 2021 Financial Report; 3) December 2021 Accounts Payable.  
By: Lorrie Bauer, Administrative Assistant
- 4) Reports/Updates
  - a) **INFORMATIONAL:** Executive Director's Report  
By: Travis Rothweiler, City Manager & Acting URA Executive Director
- 5) Items of Consideration
  - a) **ACTION ITEM:** Request to approve the Proforma for the Children's Museum to be located on real property owned by the Urban Renewal Agency of the City of Twin Falls.  
By: Travis Rothweiler, City Manager & Acting URA Executive Director
  - b) **ACTION ITEM:** Consider approval of Resolution No. 2021-06 approving a Second Amendment to the Agreement to Negotiate Exclusively with Galena for the 2nd & Hansen project.  
By: Travis Rothweiler, City Manager & Acting URA Executive Director
  - c) **ACTION ITEM:** Request to approve up to \$5,328.00 for the installation of a RenoSys PVC Membrane in the Downtown Fountain water tank.  
By: Kevin Skelton, Parks Superintendent, Wendy Davis, Parks and Recreation Director
  - d) **PRESENTATION:** Presentation by Summit Creek Development concerning a proposed new revenue allocation area.  
By: Tyler Davis-Jeffers, Summit Creek Development
  - e) **ACTION ITEM:** Consider approval of a memorandum of understanding between the Agency and Summit Creek Development regarding payment for advance planning costs for a proposed new revenue allocation area.  
By: Travis Rothweiler, City Manager & Acting URA Executive Director
  - f) **ACTION ITEM:** Retain Kushlan Associates to study a certain geographic area and prepare an Eligibility Report.  
By: Travis Rothweiler, City Manager & Acting URA Executive Director

- g) **PRESENTATION:** Dedication of the newest downtown public art (mural project) "Magic of the Valley", by artist Matt Sunderman. *(Dedication will take place at the mural location (alley side of City Hall) at the end of the public portion of the meeting.)*

By: Leon Smith, URA Downtown Arts Subcommittee Chair

6) General Input/Announcements - Public/Staff

7) Upcoming Meeting(s)

- a) Regular meeting - January 10, 2022 @ 12:00 p.m.  
Special meeting - Visioning for the Future - January 11, 2022 @ 1:30 p.m.

8) Executive Session

- a) **ACTION ITEM:** Pursuant to Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency; and  
Idaho Code §74-206(1)(f) 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.

*(The meeting will not return to open session.)*

9) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lorrie Bauer (208) 735-7313 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.





## Urban Renewal Agency Minutes

Monday, November 8, 2021, 12:00 PM

Council Chambers  
203 Main Avenue East- Twin Falls, Idaho

**Members:** Rudy Ashenbrener, Andy Hohwieler, Dan Brizee, Jan Rogers, Alexandra Caval, JJ McBride, Dave McAlindin

### 1) Confirmation of Quorum/Call Meeting to Order

Chair Ashenbrener called the meeting to order at 12:03 PM. A quorum was present.

Present: Rudy Ashenbrener, Jan Rogers, JJ McBride, Dave McAlindin, Dan Brizee, Andy Hohwieler

Absent: Alexandra Caval

Staff Present: Lorrie Bauer, Administrative Assistant; Jesse Schuerman, Staff Engineer; Brent Hyatt, Assistant Finance Director; Travis Rothweiler, City Manager & Acting Executive Director; Jonathan Spendlove, Planning & Zoning Director; Meghan Conrad, Special Counsel; Ruth Pierce, City Council Liaison; Breanna Howard, Finance Director; Don Hall, County Commissioner

### 2) Conflict of Interest Declaration

None.

Chair Ashenbrener announced action item 8a) Executive Session has been canceled for today's meeting.

### 3) Consent Calendar

- a) Request to approve 1) Minutes for the October 19, 2021 meeting; 2) October 2021 Financial Report; 3) November 2021 Accounts Payable.

**MOTION:** Jan Rogers motioned to approve the consent calendar as presented. Andy Hohwieler seconded the motion. Roll call vote showed all members present voted in favor of the motion, 6 to 0.

### 4) Reports/Updates

- a) Executive Director's Report

Parking Structure: Rothweiler shared the project is moving forward with the Galena Group as they are currently working through the land use entitlement process with Planning and Zoning.

Visioning for the future recap: The URA will be closing Area 4-1, returning properties back to the taxing entities. The Agency has discussed what the next area could look like with the idea of having an area ready for implementation at the time Area 4-1 closes. A series of meetings included 1) conversations to understand what urban renewal is and what tools are available to assist with economic development and the elimination of blight; 2) a tour of Agency and city-owned properties within a general geographic area to understand what opportunities could be available; and 3) the creation of two potential areas for consideration moving forward (both maps were included in the packet). Another visioning meeting will be scheduled at a later date

to validate the two potential areas and explore opportunities that could be placed within a specified area. These opportunities will help build the next urban renewal plan. Rothweiler reviewed the maps. Both maps include the old town part of the community. Chair Ashenbrenner added that public participation is welcome and invited everyone to come to the meetings.

## 5) Items of Consideration

- a) Request to approve the Building Design Concepts for the Children's Museum to be located on real property owned by the Urban Renewal Agency of the City of Twin Falls.

Judy Baxter, resident of Twin Falls and member of the Board of Directors of the Children's Museum, introduced the agenda item. Showing slides, Bethany Bell, Board President, presented the architectural design concepts of the museum. The 14,000SF museum will be located in the historic warehouse district. The quiet phase of the capital campaign has been launched.

**MOTION:** Jan Rogers moved to approve the building design concepts for the Children's Museum to be located on real property owned by the Urban Renewal Agency of the City of Twin Falls. JJ McBride seconded the motion. Roll call vote showed all members present voted in favor of the motion, 6 to 0.

- b) Request to approve the Reuse Appraisal proposal from Valbridge Property Advisors | Mountain States in the amount of \$8,500 for the 2nd & Hansen property.

Rothweiler introduced the agenda item. A reuse appraisal process is required by Idaho Code in order to exchange property for a specified price. Discussion ensued.

**MOTION:** Andy Hohwieler moved to approve the reuse appraisal proposal from Valbridge Property Advisors | Mountain States in the amount of \$8,500 for the 2nd & Hansen property. Dan Brizee seconded the motion. Roll call vote showed all members present voted in favor of the motion, 6 to 0.

- c) Consideration of a request to approve the Schedule of Regular Meetings for 2022.

**MOTION:** Jan Rogers motioned to approve the schedule of regular meetings for 2022. Dave McAlindin seconded the motion. Roll call vote showed all members present voted in favor of the motion, 6 to 0.

## 6) General Input/Announcements - Public/Staff

None.

## 7) Upcoming Meeting(s)

- a) December 13, 2021 @ 12:00 p.m.

## 8) Executive Session

- a) Executive Session pursuant to Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency.

*(The meeting will not return to open session.)*

The Executive session was cancelled.

9) **Adjournment**

**MOTION:** Andy Hohwieler moved to adjourn. JJ McBride seconded the motion. Roll call vote showed all members present voted in favor of the motion, 6 to 0.

The meeting adjourned at 12:40 PM.

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Lorrie Bauer, Administrative Assistant

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Profit & Loss**  
November 2021

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|                              | Nov 21            |
|------------------------------|-------------------|
| Ordinary Income/Expense      |                   |
| Income                       |                   |
| Investment Income            | 265.55            |
| Property Taxes               | 4,257.64          |
| Rental Income                | 2,333.33          |
|                              | <hr/>             |
| Total Income                 | 6,856.52          |
|                              | <hr/>             |
| Gross Profit                 | 6,856.52          |
| Expense                      |                   |
| General Development Projects | 39,944.57         |
| RAA 4-1                      |                   |
| City Property Expense        |                   |
| Commons (129 Hansen) & Main  | 304.72            |
| Bowyer Park (122 4th Ave S)  | 10.57             |
|                              | <hr/>             |
| Total City Property Expense  | 315.29            |
| Downtown Art                 | 7,500.00          |
|                              | <hr/>             |
| Total RAA 4-1                | 7,815.29          |
| Dues and Subscriptions       | 4,600.00          |
| Legal Expense                | 3,245.00          |
| Meeting Expense              | 125.00            |
|                              | <hr/>             |
| Total Expense                | 55,729.86         |
|                              | <hr/>             |
| Net Ordinary Income          | -48,873.34        |
|                              | <hr/>             |
| Net Income                   | <b>-48,873.34</b> |
|                              | <hr/> <hr/>       |

**Urban Renewal Agency of the City of Twin Falls, ID**  
**P&L Over (Under) Budget - YTD**

October through November 2021

|                                    | Oct - Nov 21      | Budget               | \$ Over Budget        | % of Budget |
|------------------------------------|-------------------|----------------------|-----------------------|-------------|
| <b>Ordinary Income/Expense</b>     |                   |                      |                       |             |
| Income                             |                   |                      |                       |             |
| Washington Fed. Bond Proceeds      | 0.00              | 942,700.00           | -942,700.00           | 0.0%        |
| Bank Bond Proceeds                 | 0.00              | 900.00               | -900.00               | 0.0%        |
| Investment Income                  | 540.01            | 3,325.00             | -2,784.99             | 16.2%       |
| Other Income                       | 0.00              | 150,000.00           | -150,000.00           | 0.0%        |
| Property Taxes                     | 29,964.44         | 7,820,517.00         | -7,790,552.56         | 0.4%        |
| Rental Income                      | 4,666.66          | 30,000.00            | -25,333.34            | 15.6%       |
| <b>Total Income</b>                | <b>35,171.11</b>  | <b>8,947,442.00</b>  | <b>-8,912,270.89</b>  | <b>0.4%</b> |
| <b>Gross Profit</b>                | <b>35,171.11</b>  | <b>8,947,442.00</b>  | <b>-8,912,270.89</b>  | <b>0.4%</b> |
| <b>Expense</b>                     |                   |                      |                       |             |
| General Development Projects       | 39,944.57         |                      |                       |             |
| RAA 4-1                            |                   |                      |                       |             |
| City Property Expense              |                   |                      |                       |             |
| Commons (129 Hansen) & Main        | 785.30            |                      |                       |             |
| Bowyer Park (122 4th Ave S)        | 21.74             |                      |                       |             |
| <b>Total City Property Expense</b> | <b>807.04</b>     |                      |                       |             |
| Downtown Art                       | 8,314.00          |                      |                       |             |
| Other Properties/Projects          | 8,597.99          |                      |                       |             |
| RAA 4-1 - Other                    | 0.00              | 2,871,218.00         | -2,871,218.00         | 0.0%        |
| <b>Total RAA 4-1</b>               | <b>17,719.03</b>  | <b>2,871,218.00</b>  | <b>-2,853,498.97</b>  | <b>0.6%</b> |
| <b>RAA 4-3 (Chobani)</b>           |                   |                      |                       |             |
| Debt Pay. (Chobani) Interest       | 0.00              | 1,419,167.00         | -1,419,167.00         | 0.0%        |
| Debt Pay. (Chobani) Principal      | 0.00              | 2,356,000.00         | -2,356,000.00         | 0.0%        |
| <b>Total RAA 4-3 (Chobani)</b>     | <b>0.00</b>       | <b>3,775,167.00</b>  | <b>-3,775,167.00</b>  | <b>0.0%</b> |
| Bond Trustee Fees                  | 0.00              | 5,000.00             | -5,000.00             | 0.0%        |
| Community Relations & Website      | 0.00              | 500.00               | -500.00               | 0.0%        |
| Debt Payments - Interest           | 0.00              | 656,487.00           | -656,487.00           | 0.0%        |
| Debt Payments - Principal          | 0.00              | 2,945,100.00         | -2,945,100.00         | 0.0%        |
| Dues and Subscriptions             | 4,600.00          | 5,000.00             | -400.00               | 92.0%       |
| Insurance Expense                  | 0.00              | 1,680.00             | -1,680.00             | 0.0%        |
| Legal Expense                      | 11,232.60         | 65,000.00            | -53,767.40            | 17.3%       |
| Management Fee                     | 0.00              | 208,000.00           | -208,000.00           | 0.0%        |
| Meeting Expense                    | 470.03            | 1,500.00             | -1,029.97             | 31.3%       |
| Miscellaneous                      | 0.00              | 500.00               | -500.00               | 0.0%        |
| Office Expense                     | 0.00              | 500.00               | -500.00               | 0.0%        |
| Prof. Dev.\Training                | 0.00              | 2,500.00             | -2,500.00             | 0.0%        |
| Professional Fees                  | 0.00              | 30,000.00            | -30,000.00            | 0.0%        |
| Repairs and Maintenance            | 0.00              | 69,890.00            | -69,890.00            | 0.0%        |
| <b>Total Expense</b>               | <b>73,966.23</b>  | <b>10,638,042.00</b> | <b>-10,564,075.77</b> | <b>0.7%</b> |
| <b>Net Ordinary Income</b>         | <b>-38,795.12</b> | <b>-1,690,600.00</b> | <b>1,651,804.88</b>   | <b>2.3%</b> |
| <b>Other Income/Expense</b>        |                   |                      |                       |             |
| Other Income                       |                   |                      |                       |             |
| Transfers In                       | 0.00              | 4,334,827.00         | -4,334,827.00         | 0.0%        |
| Transfers Out                      | 0.00              | -4,334,827.00        | 4,334,827.00          | 0.0%        |
| <b>Total Other Income</b>          | <b>0.00</b>       | <b>0.00</b>          | <b>0.00</b>           | <b>0.0%</b> |
| <b>Net Other Income</b>            | <b>0.00</b>       | <b>0.00</b>          | <b>0.00</b>           | <b>0.0%</b> |
| <b>Net Income</b>                  | <b>-38,795.12</b> | <b>-1,690,600.00</b> | <b>1,651,804.88</b>   | <b>2.3%</b> |

**Twin Falls Urban Renewal December 2021 Accounts Payable**

| <u>Check #</u> | <u>Date</u> | <u>Paid Amount</u> | <u>Name</u>                     | <u>Account</u>              | <u>Fund</u>       | <u>Memo</u>                                    |
|----------------|-------------|--------------------|---------------------------------|-----------------------------|-------------------|------------------------------------------------|
| 4578           | 11/24/2021  | 7,500.00           | Liquid Sol Inc.                 | Downtown Art                | RAA 4-1(Original) | 2/2 Compensation for CH Alley Mural            |
| 4579           | 12/10/2021  | 7,077.50           | Elam & Burke                    | Legal Expense               | General           | Professional Fees for misc tasks / #193162     |
| 4580           | 12/10/2021  | 11.53              | Idaho Power                     | Bowyer Park (122 4th Ave S) | RAA 4-1(Original) | Power for #2220512228 for 20211110             |
| 4580           | 12/10/2021  | 240.88             | Idaho Power                     | Commons (129 Hansen) & Main | RAA 4-1(Original) | Power for #2224040226 for 20211110             |
| 4581           | 12/10/2021  | 95.63              | Intermountain Gas Company       | Commons (129 Hansen) & Main | RAA 4-1(Original) | Gas for #73747812375 for 20211116              |
| 4582           | 12/10/2021  | 1,372.84           | Kushlan Associates              | Professional Fees           | General           | Professional Fees for 20211019 Meeting         |
| 4583           | 12/10/2021  | 165.55             | Lorrie Bauer                    | Meeting Expense             | General           | Reimb.Lunch for 20211108 Meeting (Chik-fil-A)  |
| 4584           | 12/10/2021  | 69.00              | Lytle Signs, Inc.               | Downtown Art                | RAA 4-1(Original) | Artist Sign for City Hall Alley Mural #DP31549 |
| 4585           | 12/10/2021  | 38,126.00          | REG Contracting                 | Professional Fees           | RAA 4-1(Original) | 2nd Ave Breezeway                              |
| 4586           | 12/10/2021  | 183.75             | Skinner Fawcett                 | Legal Expense               | RAA 4-4(Clif)     | Bond Counsel for Series 2016A / #44758         |
| 4587           | 12/10/2021  | 49.64              | Southern Idaho Landscape Center | Commons (129 Hansen) & Main | RAA 4-1(Original) | Plants by P&R Dept - Inv. #29303 - URA portion |
| 4588           | 12/10/2021  | 42.42              | Twin Falls County Treasurer     | Property Tax Expense        | RAA 4-1(Original) | 2021 Canal Water Shares for RPT00107166005A    |
| 4588           | 12/10/2021  | 30.30              | Twin Falls County Treasurer     | Property Tax Expense        | RAA 4-1(Original) | 2021 Canal Water Shares for RPT00107171241A    |
| 4588           | 12/10/2021  | 12.04              | Twin Falls County Treasurer     | Property Tax Expense        | RAA 4-1(Original) | 2021 Canal Water Shares for RPT00107212550A    |



**Date:** Monday, December 13, 2021  
**To:** Urban Renewal Agency of the City of Twin Falls  
**From:** Travis Rothweiler, City Manager & Acting URA Executive Director

### **ACTION ITEM**

**Request:**

Request to approve the Proforma for the Children's Museum to be located on real property owned by the Urban Renewal Agency of the City of Twin Falls.

**Background:**

The Urban Renewal Agency of the City of Twin Falls (Agency) and the Children's Museum of the Magic Valley, Inc., (CMMV) have been working together on the creation of a museum in Twin Falls.

The mission of the Children's Museum of the Magic Valley is "to engage children of all ages and abilities in learning through imaginative play and discovery." The vision is "to be a gathering place that builds wonder and curiosity."

In December 2020, CMMV submitted a response to the Agency's request for proposals. The exclusive right to negotiate was approved by the Agency on April 2, 2021. The Agency owns real property located on the corner of 3rd Avenue South and Idaho Street South. The property is underutilized as a parking lot.

CMMV proposed the parking lot be transformed into a 15,000 square foot children's museum: a center for hands-on exploration and creativity.

The Agency is required to approve the Proforma, as outlined in their 2020 RFP.

The next steps include:

- Museum Submittal Funding – 1/27/22
- Deadline Museum Notice to Proceed – 4/4/22
- Agency Orders Reuse Appraisal – 45 days after Notice to Proceed
- Negotiation Period Deadline (signed Disposition & Development Agreement) – 60 days after receipt of Reuse Appraisal.

**Approval Process:**

The approval process is 50% +1 of the Agency members present.

**Budget Impact:**

There is no budget impact at this time.

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends approval of the proforma.

**Attachments:**

1. Children's Museum - Proforma 20211122





PROFORMA

# 3rd Ave S Idaho St S

Twin Falls  
Urban Renewal Agency





Urban Renewal Agency  
Attn: Travis Rothweiler, Interim Executive Dir.  
203 Main Ave. E  
P.O. Box 1907  
Twin Falls, ID 83303

November 19, 2021

Urban Renewal Agency Board:

On behalf of the Children's Museum of the Magic Valley Board of Directors, I am pleased to submit this Proforma for the redevelopment of 3rd Ave. S/Idaho St. S.

The mission of the Children's Museum of the Magic Valley is "to engage children of all ages and abilities in learning through imaginative play and discovery." The vision is "to be a gathering place that builds wonder and curiosity." To this end, we are working with CSHQA, Laughlin Ricks Architecture, EHM Engineers, and FRAME Integrative Design Strategies to design and provide cost estimates for a building that will enhance the surrounding structures and reflect the local aesthetics.

We have been working with these teams over the last several months and have enclosed our Proforma documents.

Sincerely,

Bethany Bell  
Board President

## PROFORMA DETAILS

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### Cost Estimates \_\_\_\_\_ 3

Construction Costs

Soft Costs

Financing Costs

### Revenue \_\_\_\_\_ 5

Expected Revenue During Construction

Estimated Developer Return

### Project Schedule \_\_\_\_\_ 7

### Desired Developer Participation \_\_\_\_\_ 8

# COST ESTIMATES

Cost estimates are based on a workshop the Board of Directors completed with Alissa Rupp of FRAME Integrative Design Strategies in July 2021, in addition to estimates provided by Laughlin Ricks Architecture in November 2021.

## Construction Costs

FRAME | Integrative Design Strategies  
Meeting Notes

CMMV Costs Update  
NOTES – 2021-07-01

|                                                                      |       |       |                     |
|----------------------------------------------------------------------|-------|-------|---------------------|
| <b>Exhibit Fabrication and Installation Costs:</b>                   |       |       |                     |
| Dream Ship                                                           | 1,400 | sf    | \$550               |
| Water                                                                | 1,400 | sf    | \$400               |
| New Interior Exhibits                                                | 2,200 | sf    | \$300               |
| Refurbished or "Conventional" Interior Exhibits                      | 2,000 | sf    | \$125               |
| (subtotal interior exhibits)                                         | 7,000 |       | \$320               |
| Art Studios and Activity Rooms, kitchen                              | 600   | sf    | \$50                |
| Class and Party Rooms                                                | 400   | sf    | \$20                |
| Library or Reading Room                                              | 0     | sf    | \$50                |
| (subtotal other visitor spaces)                                      | 1,000 | sf    | \$100               |
| Outdoor Exhibits – Allowance                                         | 2,000 | sf    | \$264               |
| Subtotal Exhibit Costs                                               |       |       | \$2,868,000         |
| Bonding for Fabricator                                               |       | 0%    | \$ -                |
| Escalation-midpoint of construction                                  |       | 6.00% | \$ 172,080          |
| <b>EXHIBIT GMP</b>                                                   |       |       | <b>\$ 3,040,080</b> |
| Sales Tax                                                            |       | 0.00% | \$ -                |
| <b>Total Exhibits Contract</b>                                       |       |       | <b>\$ 3,040,080</b> |
| Exhibit Construction Contingency                                     |       | 10%   | \$304,008           |
| <b>Total Exhibit Construction (assuming all Contingency is used)</b> |       |       | <b>3,344,088</b>    |

|                                                                                       |        |                |                    |
|---------------------------------------------------------------------------------------|--------|----------------|--------------------|
| <b>Site Development Costs:</b>                                                        |        |                |                    |
| Site Preparation                                                                      | 20,000 | sf             | \$3                |
| Site Improvements - Planting, hardscape, surfacing                                    | 10,000 | sf             | \$20               |
| Site Improvements – Furnishings amenities fencing                                     | 5,000  | LS             | \$20               |
| Site Civil/Mechanical Utilities                                                       | 20,000 | sf             | \$3                |
| Site Electrical                                                                       | 5,000  | sf             | \$5                |
| Subtotal Un-escalated Site Development Costs                                          |        |                | \$ 445,000         |
| <b>Facility Costs:</b>                                                                |        |                |                    |
| New Construction - Main Floor                                                         | 8,500  | sf             | \$325              |
| New Construction - Second Floor                                                       | 5,500  | sf             | \$300              |
| New Construction - Roof Deck - Occupied                                               | 5,500  | sf             | \$50               |
| Subtotal Un-escalated Facility Costs                                                  |        |                | \$4,687,500        |
| 19,500                                                                                |        |                |                    |
| Subtotal Construction                                                                 |        |                | \$5,132,500        |
| General Conditions and Insurance                                                      |        | 12.00%         | \$ 615,900         |
| Escalation for future construction                                                    |        | 6.00%          | \$ 307,950         |
| <b>MACC</b>                                                                           |        |                | <b>\$6,056,350</b> |
| Sales Tax                                                                             |        | 6.00%          | \$ 363,381         |
| Total Construction Contract                                                           |        |                | \$6,419,731        |
| Construction Contingency                                                              |        | 10%            | \$ 641,973         |
| <b>Total Facility &amp; Site Construction Cost (assuming all Contingency is used)</b> |        |                | <b>\$7,061,704</b> |
|                                                                                       | \$320  | psf before tax |                    |

## Soft Costs

### Laughlin Ricks Architecture Fee Proposal

With Projects of this size and scope the fees are based on a percentage of the estimated cost of construction. In this case, the design fees are 9.78% of the estimated cost of \$7,000,000. These design fees include Architectural, Structural, Mechanical, Electrical, and On-site Civil Engineering and will be called "Basic Services". The design phases each represent a percentage of the overall costs.  $\$7,000,000 \times .0978 = \$684,600$

The breakdown for Basic Services is as follows.

#### Basic Services:

|                                           |            |
|-------------------------------------------|------------|
| Schematic Design Phase: 18% . . . . .     | \$ 123,228 |
| Design Development Phase: 20%. . . . .    | \$ 136,920 |
| Construction Documents Phase: 31% . . .   | \$ 212,226 |
| Bidding Phase: 2% . . . . .               | \$ 13,692  |
| Construction Administration Phase: 27%. . | \$ 184,842 |
| Project Closeout 2% . . . . .             | \$ 13,692  |

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Total: \$ 684,600

In addition to Basic Services, this project will require what are considered "Additional Services". Anticipated consultants and estimated costs are listed below.

#### Additional Services:

|                                                             |           |
|-------------------------------------------------------------|-----------|
| Historic Preservation . . . . .                             | \$ 2,000  |
| Interior Design . . . . .                                   | \$ 60,000 |
| Kitchen Consultant. . . . .                                 | \$ 5,000  |
| Civil Engineering (Off-Site, not to exceed ) . . . . .      | \$ 20,000 |
| Acoustical Consultant (not to exceed) . . . . .             | \$ 50,000 |
| Communications/Technology Consulting (not to exceed). . . . | \$ 20,000 |
| Security / Camera (not to exceed) . . . . .                 | \$ 20,000 |
| Audiovisual Consultant (not to exceed) . . . . .            | \$ 20,000 |
| Access Controls (not to exceed) . . . . .                   | \$ 20,000 |
| Specialty Lighting (not to exceed) . . . . .                | \$ 50,000 |
| Landscape Architect (not to exceed) . . . . .               | \$ 25,000 |
| Travel Time/Expense (not to exceed) . . . . .               | \$ 50,000 |

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|                                               |             |
|-----------------------------------------------|-------------|
| Additional Services Estimated Total           | \$342,000   |
| Basic Services                                | \$ 684,000  |
| Additional Services (Estimate, not to exceed) | \$ 342,000  |
|                                               | \$1,026,600 |

Consultants have not yet provided Laughlin Ricks Architecture with fees. The amounts listed under Additional Services are an estimate. Specialty consultants will be contacted to get updated estimates based on Schematic Design. The Exhibit Design by FRAME is NOT included in the design costs above.

### Exhibit Design Fee Proposal from FRAME Integrative Design Strategies

#### Exhibit Soft Costs:

|                                                              |                |                 |           |                |
|--------------------------------------------------------------|----------------|-----------------|-----------|----------------|
| Interpretive Design Fees - PreDesign + Concept               | exhibit GMP x  | 2%              | \$        | 60,802         |
| Interpretive Design Fees - SD / DD                           | exhibit GMP x  | 7%              | \$        | 212,806        |
| Interpretive Design Fees - Fabrication Documents             | exhibit GMP x  | 8%              | \$        | 243,206        |
| Interpretive Design Fees - Art Direction + Fabrication Admin | exhibit GMP x  | 7%              | \$        | 212,806        |
| <b>24.0%</b>                                                 |                |                 | <b>\$</b> | <b>729,619</b> |
| Interpretive Design Fees - Donor Recognition Design          | exhibit cost x | 1%              | \$        | 30,401         |
| Design Team Expenses                                         |                | <del>6.0%</del> | \$        | 45,601         |
| Design Team Expenses                                         |                | <del>8.0%</del> | \$        | 60,802         |
| Design Team Contingency                                      | 1   %age       | 10.0%           | \$        | 72,962         |
| Fees (Permitting, inspections)                               | 1   \$         | -               | \$        | -              |
| <b>Total Exhibit Soft Costs</b>                              |                |                 | <b>\$</b> | <b>939,385</b> |

### Anticipated Administrative Fees

|                                                    |               |        |           |                |
|----------------------------------------------------|---------------|--------|-----------|----------------|
| <b>C. ADMINISTRATIVE &amp; OPERATIONS COSTS</b>    |               |        | <b>\$</b> | <b>812,800</b> |
| <b>Administrative Soft Costs:</b>                  |               |        |           |                |
| Moving & Transition Costs                          | 0   \$        | 50,000 | \$        | -              |
| FF&E - Building and Administrative Furnishings     | 1,500   SF    | 10     | \$        | 15,000         |
| Supplies and Equipment for programs through Year 1 | 12   month \$ | 2,400  | \$        | 28,800         |
| Museum Staff and Admin Costs through Year 1        | 12   month \$ | 42,000 | \$        | 504,000        |
| Museum Staff and Admin Costs through Years 0       | 24   month \$ | 10,000 | \$        | 240,000        |
| Appraisal                                          | 1   \$        | 10,000 | \$        | 10,000         |
| Appraisal offset by URA                            | -1   \$       | 10,000 | \$        | (10,000)       |
| Feasibility/Marketing Study                        | 0   \$        | 15,000 | \$        | -              |
| Pre-Campaign Initiatives                           | 1   \$        | 25,000 | \$        | 25,000         |
| Capital Campaign Costs                             | 0   \$        | 50,000 | \$        | -              |
| <b>Total Admin and Other Soft Costs</b>            |               |        | <b>\$</b> | <b>812,800</b> |

PRELIMINARY  
ONLY!



**FRAME | Integrative Design Strategies**  
**PROJECT DEVELOPMENT COST/BUDGET FORM**

**PRELIMINARY INFO ONLY**

V1.1 2020-10-30 **Children's Museum of the Magic Valley** \$ 13,305,966 **Total Project Price - Calculated Per Below**  
**New Children's Museum!** \$ 12,000,000 **Total Project Budget - Insert Budget Number**

|                                                                |                 |
|----------------------------------------------------------------|-----------------|
| Summary:                                                       |                 |
| Total Building, Site, Exhibits Construction Costs              | \$9,459,811     |
| Total Design Fees/expenses (and percent of Construction Costs) | \$1,757,064 19% |
| Total Contingency (and percent of Construction Costs)          | \$1,159,786 12% |
| Total Admin Costs (and percent of Construction Costs)          | \$812,800 9%    |
| Total Building Purchase / Site Development Costs               | \$59,900        |

**A. BUILDING & SITE** \$ 8,209,694

|                                                                                       | Area/Qty/Unit | Cost/Unit | Total               | Remarks                                                                 |
|---------------------------------------------------------------------------------------|---------------|-----------|---------------------|-------------------------------------------------------------------------|
| <b>CONTRACTOR COSTS</b>                                                               |               |           |                     |                                                                         |
| <b>Site Development Costs:</b>                                                        |               |           |                     |                                                                         |
| Site Preparation                                                                      | 0 SF          |           |                     |                                                                         |
| Site Improvements - Planting, hardscape, surfacing                                    | 20,000 sf     | \$ 3      | \$ 60,000           | Civil Scope - Confirm new water/sewer service to bldg?                  |
| Site Improvements - Furnishings, Amenities, Fencing                                   | 10,000 sf     | \$ 20     | \$ 200,000          | Civil and Landscape Estimate                                            |
| Site Civil/Mechanical Utilities                                                       | 5,000 LS      | \$ 20     | \$ 100,000          | Civil and Landscape Estimate                                            |
| Site Electrical                                                                       | 20,000 sf     | \$ 3      | \$ 60,000           | Civil Estimate                                                          |
|                                                                                       | 5,000 sf      | \$ 5      | \$ 25,000           | Civil and Electrical Estimate                                           |
| Subtotal Un-escalated Site Development Costs                                          |               |           | \$ 445,000          | Costs in today's dollars                                                |
| <b>Facility Costs:</b>                                                                |               |           |                     |                                                                         |
| New Construction - Main Floor                                                         | 8,500 sf      | \$ 325    | \$ 2,762,500        | Preliminary Cost Estimate                                               |
| New Construction - Second Floor                                                       | 5,500 sf      | \$ 300    | \$ 1,650,000        | Preliminary Cost Estimate                                               |
| New Construction - Roof Deck - Occupied                                               | 5,500 sf      | \$ 50     | \$ 275,000          | Preliminary Cost Estimate                                               |
| Subtotal Un-escalated Facility Costs                                                  |               |           | \$ 4,687,500        | Costs in today's dollars                                                |
| 19,500                                                                                |               |           |                     |                                                                         |
| Subtotal Construction                                                                 |               |           | \$ 5,132,500        | Building and Site, Today's Dollars                                      |
| General Conditions and Insurance                                                      |               |           | 12.00% \$ 615,900   | GC Costs - Confirm                                                      |
| Escalation for future construction                                                    |               |           | 6.00% \$ 307,950    | 3% per year for 2 years?                                                |
| MACC                                                                                  |               |           | \$ 6,056,350        |                                                                         |
| Sales Tax                                                                             |               |           | 6.00% \$ 363,381    | Edit per jurisdiction                                                   |
| Total Construction Contract                                                           |               |           | \$ 6,419,731        |                                                                         |
| Construction Contingency                                                              |               |           | 10% \$ 641,973      | HOLD 10-20% until structural, elec, mech and seismic evals are complete |
| <b>Total Facility &amp; Site Construction Cost (assuming all Contingency is used)</b> |               |           | <b>\$ 7,061,704</b> |                                                                         |
| \$311 psf before tax                                                                  |               |           |                     |                                                                         |

|                                                 |      |        |             |                                                                              |
|-------------------------------------------------|------|--------|-------------|------------------------------------------------------------------------------|
| <b>OWNER COSTS</b>                              |      |        |             |                                                                              |
| <b>Land &amp; Development Costs:</b>            |      |        |             |                                                                              |
| Purchase/Lease of Property                      | 1 ls | \$ 100 | \$ 100      | PURCHASE FROM CITY                                                           |
| Site Clean Up / HazMat Mitigation (if required) | 1 ls | \$ -   | \$ -        | - Per geotech and soils report or bldg assessment                            |
| Neighborhood Mitigation Requirements            | 1 ls | \$ -   | \$ -        | - Fences, Utility Connections, Curb Cuts, Public Meetings, etc               |
| Cleanup/Neighborhood contingency                | 1 ls | \$ -   | \$ -        | -                                                                            |
| Other Site-Specific Costs                       | 1 ls | \$ -   | \$ -        | -                                                                            |
| Other Property Acquisition Costs                | 1 ls | \$ -   | \$ -        | - Attorneys, Deed/Title Review, Property Acquisition Consulting, Real Estate |
| URA Provisions                                  |      |        | \$ (60,000) |                                                                              |
| Subtotal Land & Development Costs               |      |        | \$ (59,900) |                                                                              |

|                                                                |                       |           |                     |                                                                                                                                                                                                           |
|----------------------------------------------------------------|-----------------------|-----------|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project Soft Costs:</b>                                     |                       |           |                     |                                                                                                                                                                                                           |
| Architectural & Engineering Fees (Preliminary Design)          | MACC Building Costs x | 1.5%      | \$ 90,845           | A/E Fees include Architecture, Landscape Architecture, Civil Engineer, Mechanical, Electrical, Plumbing, Cost Estimating, through Construction Administration. (Other specialty consultants noted below.) |
| Architectural & Engineering Fees (Schematic Design)            | MACC Building Costs x | 4.0%      | \$ 242,254          |                                                                                                                                                                                                           |
| Architectural & Engineering Fees (Design Development)          | MACC Building Costs x | 7.0%      | \$ 423,945          |                                                                                                                                                                                                           |
| Architectural & Engineering Fees (Construction Administration) | MACC Building Costs x | 2.5%      | \$ 151,409          |                                                                                                                                                                                                           |
| Architectural & Engineering Fees (CCA)                         |                       | 15.0%     | \$ 908,453          | <b>A/E Base Design Fee</b>                                                                                                                                                                                |
| Design Team Expenses                                           | 1 %age                | 2.0%      | \$ 18,169           | Travel, Repro, Shipping, Research                                                                                                                                                                         |
| Design Team Contingency                                        | 1 %age                | 10.0%     | \$ 90,845           | Hold 10% for unforeseen circumstances or late changes                                                                                                                                                     |
| A/E Additional Services (LEED, graphics, models)               | 1 ls                  | \$ -      | \$ -                | - To be contracted if required                                                                                                                                                                            |
| Fundraising Renderings Phase                                   | 1 ls                  | \$ 25,000 | \$ 25,000           | - To be contracted if required                                                                                                                                                                            |
| Retail Consultant                                              | 0 %                   | 2%        | \$ -                | JUDY!                                                                                                                                                                                                     |
| Food Service Consultant                                        | 0 sf                  | \$ -      | \$ -                | - To be contracted if required                                                                                                                                                                            |
| Acoustical Consultant                                          | 1 %                   | 2%        | \$ 18,169           | - To be contracted if required                                                                                                                                                                            |
| Specialty Lighting                                             | 1 %                   | 3%        | \$ 27,254           | - To be contracted if required                                                                                                                                                                            |
| Environmental Engineering                                      | 1 ls                  | \$ -      | \$ -                | - By Owner                                                                                                                                                                                                |
| Survey                                                         | 1 ls                  | \$ -      | \$ -                | - By Owner                                                                                                                                                                                                |
| Traffic Impact Analysis                                        | 1 ls                  | \$ -      | \$ -                | - If Required, by City?                                                                                                                                                                                   |
| Geotech Report and Borings                                     | 1 ls                  | \$ -      | \$ -                | - By Owner or by City?                                                                                                                                                                                    |
| Tree Assessment                                                | 1 ls                  | \$ -      | \$ -                | - By Owner or by City?                                                                                                                                                                                    |
| Utility Engineering Fees (if required by local utility)        | 1 ls                  | \$ -      | \$ -                | - Review with Civil, Utilities                                                                                                                                                                            |
| City inspection and permit fees                                | 1 ls                  | \$ 70,000 | \$ 70,000           | - Review with City - course of project                                                                                                                                                                    |
| Public Art Obligation                                          | 1 %age                | 1%        | \$ -                | - 1% of MACC, if required                                                                                                                                                                                 |
| City PM admin costs                                            | 1 ls                  | \$ -      | \$ -                | - Costs to project?                                                                                                                                                                                       |
| Soft Cost Contingency                                          | 1 ls                  | \$ 50,000 | \$ 50,000           | (allowance for above items or others)                                                                                                                                                                     |
| <b>Total Building and Site Soft Costs</b>                      |                       |           | <b>\$ 1,207,689</b> |                                                                                                                                                                                                           |

Not Included Above: Construction Insurance, Loan & Debt Servicing Costs **PRELIMINARY ONLY!**

**B. EXHIBITS** \$ 4,283,473

|                                                                           | Area/Unit | Cost/Unit | Total               | Remarks                                                                          |
|---------------------------------------------------------------------------|-----------|-----------|---------------------|----------------------------------------------------------------------------------|
| <b>Exhibit Fabrication and Installation Costs:</b>                        |           |           |                     |                                                                                  |
| Dream Ship                                                                | 1,400 sf  | \$ 550    | \$ 770,000          | Dream ship and water                                                             |
| Water                                                                     | 1,400 sf  | \$ 400    | \$ 560,000          |                                                                                  |
| New Interior Exhibits                                                     | 2,200 sf  | \$ 300    | \$ 660,000          | Fabricated Exhibits                                                              |
| Refurbished or "Conventional" Interior Exhibits                           | 2,000 sf  | \$ 125    | \$ 250,000          | Community Built Exhibits                                                         |
| (subtotal interior exhibits)                                              |           |           | \$ 2,240,000        |                                                                                  |
| Art Studios and Activity Rooms, kitchen                                   | 200 sf    | \$ 50     | \$ 10,000           | Studio theming and finishes,                                                     |
| Class and Party Rooms                                                     | 800 sf    | \$ 20     | \$ 16,000           | Theming and specialty items                                                      |
| Temporary Gallery                                                         | 2,000 sf  | \$ 50     | \$ 100,000          | Preparation for traveling exhibits, and/or initial temporary exhibit design      |
| Library or Reading Room                                                   | 0 sf      | \$ 50     | \$ -                | - Theming and specialty items                                                    |
| (subtotal other visitor spaces)                                           |           |           | \$ 100,000          |                                                                                  |
| Outdoor Exhibits                                                          | 2,000 sf  | \$ 264    | \$ 528,000          | Overall allocation - costs PSF will vary with intensity and level of fabrication |
| Subtotal Exhibit Costs                                                    |           |           | \$ 2,868,000        |                                                                                  |
| Borings for Fabricator                                                    |           |           | 0%                  |                                                                                  |
| Escalation to mid-point of construction                                   |           |           | 6.00% \$ 172,080    | 3-6% annual interpretive exhibit escalation rate (estimate)                      |
| <b>EXHIBIT GMP</b>                                                        |           |           | <b>\$ 3,040,080</b> |                                                                                  |
| Sales Tax                                                                 |           |           | 0.00% \$ -          | Usually not paid on educational installations                                    |
| Total Construction Contract                                               |           |           | \$ 3,040,080        |                                                                                  |
| Exhibit Construction Contingency                                          |           |           | 10% \$ 304,008      | assume 10-20% for exhibits depending on ability to lock in design                |
| <b>Total Exhibit Construction Cost (assuming all Contingency is used)</b> |           |           | <b>\$ 3,344,088</b> | <b>Target =</b>                                                                  |

|                                                              |                |       |                   |                                                                                                                                                        |
|--------------------------------------------------------------|----------------|-------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exhibit Soft Costs:</b>                                   |                |       |                   |                                                                                                                                                        |
| Interpretive Design Fees - PreDesign + Concept               | exhibit GMP x  | 2%    | \$ 60,802         |                                                                                                                                                        |
| Interpretive Design Fees - SD / DD                           | exhibit GMP x  | 7%    | \$ 212,806        | Varies with exhibit design scope, e.g. graphics and content development, level of engagement with Fabricator, specialty exhibits to design/build, etc. |
| Interpretive Design Fees - Fabrication Documents             | exhibit GMP x  | 8%    | \$ 243,206        |                                                                                                                                                        |
| Interpretive Design Fees - Art Direction + Fabrication Admin | exhibit GMP x  | 2%    | \$ 212,806        |                                                                                                                                                        |
| 24.0%                                                        |                |       | \$ 729,619        | <b>Exhibit Base Design Fee</b>                                                                                                                         |
| Interpretive Design Fees - Donor Recognition Design          | exhibit cost x | 1%    | \$ 30,401         | Design specific tasks related to donor acknowledgement - separate phase                                                                                |
| Design Team Expenses                                         |                | 6.0%  | \$ 45,601         | Travel, Repro, Shipping, Research (6-7% once math is done)                                                                                             |
| Design Team Expenses                                         |                | 8.0%  | \$ 60,802         | Assume 10% of all subs, which is +/- 70-80% of fee                                                                                                     |
| Design Team Contingency                                      | 1 %age         | 10.0% | \$ 72,962         | Hold 10% for unforeseen circumstances or late changes                                                                                                  |
| Fees (Permitting, inspections)                               | 1 ls           | \$ -  | \$ -              | Verify with city, based on exhibit costs                                                                                                               |
| <b>Total Exhibit Soft Costs</b>                              |                |       | <b>\$ 939,385</b> |                                                                                                                                                        |

**C. ADMINISTRATIVE & OPERATIONS COSTS** \$ 812,800

|                                                    |           |           |                   |                                                                           |
|----------------------------------------------------|-----------|-----------|-------------------|---------------------------------------------------------------------------|
| <b>Administrative Soft Costs:</b>                  |           |           |                   |                                                                           |
| Moving & Transition Costs                          | 0 ls      | \$ 50,000 | \$ -              | Transport of furnishings, exhibits, office, computer, phones              |
| FF&E - Building and Administrative Furnishings     | 1,500 SF  | \$ 10     | \$ 15,000         | Recommend using \$10-20/sf for non-exhibit areas; includes Museum Store   |
| Supplies and Equipment for programs through Year 1 | 12 months | \$ 2,400  | \$ 28,800         | Assume one year of exhibit supplies and consumables                       |
| Museum Staff and Admin Costs through Year 1        | 12 months | \$ 42,000 | \$ 504,000        | Staffing FTE for opening and 1 year of operation, average per month       |
| Museum Staff and Admin Costs through Years 0       | 24 months | \$ 10,000 | \$ 240,000        | Staffing FTE for pre-opening                                              |
| Appraisal                                          | 1 ls      | \$ 10,000 | \$ 10,000         |                                                                           |
| Appraisal offered by URA                           | -1 ls     | \$ 10,000 | \$ (10,000)       |                                                                           |
| Feasibility/Marketing Study                        | 0 ls      | \$ 15,000 | \$ -              | Due diligence per financing requirements                                  |
| Pre-Campaign Initiatives                           | 1 ls      | \$ 25,000 | \$ 25,000         | Campaign printing and entertainment and engagement costs                  |
| Capital Campaign Costs                             | 0 ls      | \$ 50,000 | \$ -              | Assume costs for raising funds, campaign consultant, etc. (% or flat fee) |
| <b>Total Admin and Other Soft Costs</b>            |           |           | <b>\$ 812,800</b> |                                                                           |

**Items in Yellow: Owner responsibility. Will not appear in consultant fee proposals or contractor/fabricator cost estimates.**

## Financing Costs

Based on discussions with local mortgage lenders, we anticipate that lending fees would include a one percent loan origination fee, as well as an appraisal of approximately \$6,500. We anticipate that a bridge loan would include an interest rate tied to the prime rate, with a current rate being around 4.75%. Any inspection fees will be dependent upon the number of inspections required.

## REVENUE

The Children's Museum of the Magic Valley (CMMV) is a 501(c)(3) non-profit corporation governed by a volunteer working board. CMMV was incorporated as a charitable nonprofit on November 13, 2018. Our EIN is 83-2068910. We do not anticipate any revenue based on the cost of development during the construction outside of our capital campaign and outreach program revenue.

## Expected Revenue During Construction

### Capital Campaign Gift Chart

|  |                        |                       |                     |                      |                         |                     |
|-------------------------------------------------------------------------------------|------------------------|-----------------------|---------------------|----------------------|-------------------------|---------------------|
| CAPITAL CAMPAIGN GIFT TABLE                                                         |                        |                       |                     |                      |                         |                     |
| \$12 MILLION GOAL                                                                   |                        |                       |                     |                      |                         |                     |
| Number of Prospects Needed                                                          | Number of Gifts Needed | Gift Level            | Total               | Actual Gifts Pledged | Actual \$ Pledged/Given | Remaining Goal      |
| 3                                                                                   | 1                      | \$3,000,000           | \$3,000,000         | 0                    | \$0                     | \$3,000,000         |
| 6                                                                                   | 2                      | \$2,000,000           | \$4,000,000         | 0                    | \$0                     | \$4,000,000         |
| 6                                                                                   | 2                      | \$1,000,000           | \$2,000,000         | 0                    | \$0                     | \$2,000,000         |
| 9                                                                                   | 3                      | \$500,000             | \$1,500,000         | 0                    | \$0                     | \$1,500,000         |
| 24                                                                                  | 8                      | \$100,000             | \$800,000           | 0                    | \$0                     | \$800,000           |
| <b>48</b>                                                                           | <b>16</b>              | <b>Next 16 Gifts</b>  | <b>\$11,300,000</b> | <b>0</b>             | <b>\$0</b>              | <b>\$11,300,000</b> |
| Tier 1 Gifts = 93% of Campaign Goal                                                 |                        |                       |                     |                      |                         |                     |
| 21                                                                                  | 7                      | \$50,000              | \$350,000           | 0                    | \$0                     | \$350,000           |
| 24                                                                                  | 8                      | \$25,000              | \$200,000           | 0                    | \$0                     | \$200,000           |
| 21                                                                                  | 7                      | \$10,000              | \$70,000            | 0                    | \$0                     | \$70,000            |
| <b>66</b>                                                                           | <b>22</b>              | <b>Next 22 Gifts</b>  | <b>\$620,000</b>    | <b>0</b>             | <b>\$0</b>              | <b>\$620,000</b>    |
| Tier 2 Gifts = 5% of Campaign Goal                                                  |                        |                       |                     |                      |                         |                     |
| 75                                                                                  | 25                     | \$5,000               | \$125,000           | 0                    | \$0                     | \$125,000           |
| 150                                                                                 | 50                     | \$2,500               | \$125,000           | 0                    | \$0                     | \$125,000           |
| 300                                                                                 | 100                    | \$1,000               | \$100,000           | 0                    | \$0                     | \$100,000           |
| <b>225</b>                                                                          | <b>175</b>             | <b>Next 175 Gifts</b> | <b>\$350,000</b>    | <b>0</b>             | <b>\$0</b>              | <b>\$350,000</b>    |
| Tier 4 Gifts = 3% of Campaign Goal                                                  |                        |                       |                     |                      |                         |                     |
| <b>GRAND TOTAL:</b>                                                                 | <b>213</b>             |                       | <b>\$12,270,000</b> | <b>0</b>             | <b>\$0</b>              | <b>\$12,270,000</b> |



## Outreach Program Revenue

| Outreach Event Type                                          | Cost  |
|--------------------------------------------------------------|-------|
| Family STEAM Night at elementary schools                     | \$600 |
| Education-led program at after school & summer camp programs | \$60  |
| Single exhibits at summer camps & organizations              | \$225 |

| Potential Outreach Event Revenue<br>During Construction Nov 2022-May 2024 |           |                 |           |                 |           |                 |
|---------------------------------------------------------------------------|-----------|-----------------|-----------|-----------------|-----------|-----------------|
|                                                                           | Low       |                 | Avg       |                 | High      |                 |
|                                                                           | #         | \$              | #         | \$              | #         | \$              |
| Nov                                                                       | 2         | \$1,200         | 4         | \$1,500         | 4         | \$1,500         |
| Dec                                                                       | 0         | \$0             | 1         | \$600           | 2         | \$1,200         |
| Jan                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| Feb                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| Mar                                                                       | 2         | \$1,200         | 3         | \$1,425         | 5         | \$2,000         |
| Apr                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| May                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| June                                                                      | 3         | \$500           | 4         | \$600           | 6         | \$750           |
| Jul                                                                       | 3         | \$500           | 4         | \$600           | 6         | \$750           |
| Aug                                                                       | 3         | \$500           | 4         | \$600           | 6         | \$750           |
| Sept                                                                      | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| Oct                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| Nov                                                                       | 2         | \$1,200         | 4         | \$1,500         | 4         | \$1,500         |
| Dec                                                                       | 0         | \$0             | 1         | \$600           | 2         | \$1,200         |
| Jan                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| Feb                                                                       | 2         | \$1,200         | 4         | \$1,500         | 6         | \$2,150         |
| Mar                                                                       | 2         | \$1,200         | 3         | \$1,425         | 5         | \$2,000         |
| Apr                                                                       | 2         | \$1,200         | 3         | \$1,425         | 5         | \$2,000         |
| May                                                                       | 1         | \$600           | 2         | \$1,200         | 3         | \$1,425         |
| <b>Totals</b>                                                             | <b>36</b> | <b>\$17,700</b> | <b>65</b> | <b>\$23,475</b> | <b>96</b> | <b>\$32,275</b> |

## Estimated Developer Return

The Children's Museum of the Magic Valley is a 501(c)(3) non-profit corporation governed by a volunteer working board. CMMV was incorporated as a charitable nonprofit on November 13, 2018. Our EIN is 83-2068910. We do not anticipate a financial return on investment.

## Project Schedule

Schematic Design: 16 weeks  
 Design Development: 12 weeks  
 Construction Documents: 16 weeks  
 City Review and Bidding: 8 Weeks  
 Construction: 18 Months

### Proposed Project Schedule

| 12-16 Weeks                                                                                                                                                                                                                                                                                                                                           | 12 Weeks                                                                                                                                      | 16 Weeks                                                                                                                                     | 8 Weeks                                                                                                       | 18 Months                                                                                                                                                                                        |               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Schematic Design                                                                                                                                                                                                                                                                                                                                      | Design Development                                                                                                                            | Construction Documents                                                                                                                       | City Review & Bidding                                                                                         | Construction                                                                                                                                                                                     | Grand Opening |
| (Jan 3-Mar 25, 2022)                                                                                                                                                                                                                                                                                                                                  | (Mar 28-Jun 17, 2022)                                                                                                                         | (Jun 20-Oct 7, 2022)                                                                                                                         | (Oct 10-Nov 2, 2022)                                                                                          | (Nov- Apr 2024)                                                                                                                                                                                  | (May 2024)    |
| <ul style="list-style-type: none"> <li>Kick off meeting with FRAME &amp; Laughlin Ricks</li> <li>Site Plan</li> <li>Floor Plans</li> <li>Roof Plans</li> <li>Exterior Elevations</li> <li>Building Sections</li> <li>Model, Renderings, Concept.</li> <li>Outline Specifications</li> <li>Code Analysis</li> <li>Preliminary Cost Estimate</li> </ul> | <ul style="list-style-type: none"> <li>Engineering systems coordination</li> <li>Materials selection</li> <li>Update Cost Estimate</li> </ul> | <ul style="list-style-type: none"> <li>Completion of contract documents &amp; project specifications</li> <li>Final Cost Estimate</li> </ul> | <ul style="list-style-type: none"> <li>Building Permit Plan</li> <li>Contract Documents to bidders</li> </ul> | <ul style="list-style-type: none"> <li>Contractor coordination</li> <li>Review RFIs &amp; Contractor Questions</li> <li>Prepare Punchlists</li> <li>Exhibit Installation Coordination</li> </ul> |               |



## **Desired Developer Participation**

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CMMV is proposing to purchase a clean site at Lots 10 through 16, of Block 133 from the Twin Falls Urban Renewal Agency (TFURA) for \$100. The site would have all asphalt removed, taking care to preserve existing perimeter landscaping, and be ready for site preparation. Further, CMMV may seek financial assistance from the URA in securing utilities to the site.

According to our Project Development Costs/Budget Form, Section A, lines 15, 18, and 19 (on page 4 of this report), we have estimates of \$60,000, \$60,000, and \$25,000 as placeholders for site preparation, civil/mechanical utilities, and site electrical. We have not reached the point in our design work where a better estimate can be provided, but we will submit bids when we are able to do so.



**Date:** Monday, December 13, 2021

**To:** Urban Renewal Agency of the City of Twin Falls

**From:** Travis Rothweiler, City Manager & Acting URA Executive Director

### **ACTION ITEM**

**Request:**

Consider approval of Resolution No. 2021-06 approving a Second Amendment to the Agreement to Negotiate Exclusively with Galena for the 2nd & Hansen project.

**Background:**

In May 2020, the Agency accepted a proposal from Galena Opportunity Fund ("Galena") for the redevelopment of multiple contiguous, underdeveloped lots, owned by the City of Twin Falls generally located at 2nd Ave S and Hansen St. Otherwise described as Lots 25-32 of Block 103, Twin Falls Townsite owned by the city of Twin Falls, commonly known as the 2nd & Hansen property ("Property").

The Agency and Galena entered into an Agreement to Negotiate Exclusively with Galena to determine the design and financial feasibility of the proposed project ("ANE"). On October 19, 2021, the Board approved an amendment to the ANE to extend dates for agreement on entitlements and negotiation of the Disposition and Development Agreement ("DDA"). The Board also approved the Design Development Plan at the meeting.

On November 11, 2021, the City's Planning and Zoning Commission approved use of the Property as a parking garage and issued a special use permit. The Planning and Zoning Commission also recommended approval of the height variance. The City Council will review the height variance at its January 10, 2022 meeting.

The fair reuse appraisal of the Property is currently being prepared by Valbridge Property Advisors and is to be completed by December 22, 2021. The fair reuse appraisal value is included in the terms of the DDA. The parties are also continuing to negotiate the DDA terms, including milestone dates, timing of Agency payment, and proof of financing.

Accordingly, the parties desire to extend the ANE's entitlement dates and DDA finalization deadline to coincide with the above City Council date and next regular Board meeting, both on January 10, 2022. Additionally, the parties expect the fair reuse appraisal to be completed by such date, which will permit completion of the final terms of the DDA.

**Approval Process:**

A majority vote by the Board will approve the Second Amendment with Galena.

**Budget Impact:**

N/A

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends approval of the Second Amendment between the Agency and Galena.

**Attachments:**

1. Resolution 2021-06 = 2nd Amd to ANE-Galena

## **RESOLUTION NO. 2021- 06**

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, APPROVING THE SECOND AMENDMENT TO AN AGREEMENT TO NEGOTIATE EXCLUSIVELY BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS AND GALENA OPPORTUNITY, INC.; AND AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID SECOND AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR AND VICE-CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE SECOND AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE SECOND AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No. 909, dated July 19, 1965, the Board of Commissioners of the City of Twin Falls, Idaho (the "City") created an urban renewal agency pursuant to the Law;

WHEREAS, on June 30, 1997, the City Council of the City of Twin Falls, Idaho (the "City Council"), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4 (the "Area #4 Plan"). The Area #4 Plan has been amended several times;

WHEREAS, on May 4, 1998, the City Council of the City of Twin Falls, Idaho ("City"), by Ordinance No. 2579 adopted the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the "RAA #4-1 Plan") establishing a revenue allocation area for Urban Renewal Area #4, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, on August 26, 2013, the City, by Ordinance No. 3056 adopted the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the "Amended RAA #4-1 Plan") seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act. Collectively, the RAA #4-1 Plan as amended by the Amended RAA #4-1 Plan is referred to as the "Plan," and the revenue allocation area established by the Plan, is referred to as the "Project Area";

WHEREAS, pursuant to Idaho Code §§ 50-2007(f) and 50-2015, City and Agency are authorized and empowered to enter into contracts as may be necessary to carry out the

purposes of the Law and the Act, including the acquisition of real property for the revitalization of areas within the Project Area;

WHEREAS, the City owns several underdeveloped contiguous lots within the Project Area, generally located along 2nd Avenue South, bordering Hansen Street, described as Lots 25 through 32 of Block 103, Twin Falls Townsite, Twin Falls, Idaho ("Site"). The Site is currently used for parking;

WHEREAS, Agency seeks to initiate a redevelopment project on the Site to revitalize the Project Area in compliance with the Plan and which could also serve as a catalyst for redevelopment of other properties in the Project Area;

WHEREAS, the Agency, with City consent, issued a Request for Proposals for redevelopment of the Site. The sole proposal for development of the Site proposed development of a structured parking facility together with forty-four multifamily residential units ("Developer Proposal") was submitted by Galena Opportunity, Inc. and/or Galena Opportunity Fund LLC (collectively, "Developer");

WHEREAS, at a public meeting on May 11, 2020, the Agency reviewed the information presented in the response to the RFP, including the Developer Proposal, and moved to defer the final decision on acceptance to a future scheduled special public meeting;

WHEREAS, at the special public meeting on May 21, 2020, the Agency determined the Developer Proposal was in compliance with the RFP and accepted the Developer Proposal;

WHEREAS, Agency and Developer entered into an Agreement to Negotiate Exclusively dated January 15, 2021, as amended by that certain First Amendment to Negotiate Exclusively dated October 19, 2021 (collectively "Agreement") to assess the Site and negotiate definitive terms for a Disposition and Development Agreement ("DDA") to redevelop the Site based on the RFP and the Developer Proposal. Any capitalized terms not defined in this Amendment will have the same meaning as in the Agreement;

WHEREAS, Developer is still in the process of obtaining the City Approval for the height of the Project;

WHEREAS, Developer and Agency are negotiating terms to the DDA including, but not limited to, milestone dates for construction of the Project, Agency contribution and timing, and parking stalls. The Agreement has a Negotiation Deadline of December 15, 2021, for a signed DDA approved by Agency Staff and submitted to the Agency Board.

WHEREAS, Agency staff and legal counsel have negotiated a Second Amendment to Agreement (the "Second Amendment") between Agency and Developer, to address the time extensions under the Agreement to complete the above, a copy of which Second Amendment is attached hereto as **Exhibit A** and incorporated herein as if set out in full;

WHEREAS, Agency staff has reviewed the Second Amendment and recommends approval of the Second Amendment;

WHEREAS, the Board finds it in the best public interest to approve the Second Amendment and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Second Amendment, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2. That the Second Amendment, attached hereto as **Exhibit A**, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted recognizing technical changes or corrections which may be required prior to execution of the Second Amendment.

Section 3. That the Chair or Vice-Chair of the Agency are hereby authorized to sign and enter into the Second Amendment and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Second Amendment subject to representations by the Executive Director and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Second Amendment or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Second Amendment and the comments and discussions received at the December 13, 2021, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on December 13, 2021. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 13th day of December 2021.

APPROVED:

\_\_\_\_\_  
Andy Hohwieler, Vice Chair

ATTEST:

\_\_\_\_\_  
Dan Brizee, Secretary



**Exhibit A**

**Second Amendment to Agreement to Negotiate Exclusively**

[4 pages attached]

4847-9612-6206, v. 1

**SECOND AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY**  
**2nd and Hansen Development**  
**Twin Falls, Idaho**

**THIS SECOND AMENDMENT TO AGREEMENT TO NEGOTIATE EXCLUSIVELY** ("Amendment") is entered into by and between the URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, an independent public body, corporate and politic ("Agency"), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended ("Law"), and undertaking projects under the authority of the Law and the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended ("Act"), and GALENA OPPORTUNITY, INC., an Idaho corporation ("Developer"). Collectively, the Agency and the Developer may be referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below. The "Effective Date" of this Amendment is the last date signed by all Parties below.

**RECITALS**

A. On May 4, 1998, the City Council of the City of Twin Falls, Idaho ("City"), by Ordinance No. 2579 adopted the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the "RAA #4-1 Plan") establishing a revenue allocation area for Urban Renewal Area #4, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

B. On August 26, 2013, the City, by Ordinance No. 3056 adopted the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the "Amended RAA #4-1 Plan") seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act. Collectively, the RAA #4-1 Plan as amended by the Amended RAA #4-1 Plan is referred to as the "Plan," and the revenue allocation area established by the Plan, is referred to as the "Project Area;"

C. Pursuant to Idaho Code §§ 50-2007(f) and 50-2015, City and Agency are authorized and empowered to enter into contracts as may be necessary to carry out the purposes of the Law and the Act, including the acquisition of real property for the revitalization of areas within the Project Area;

D. The City owns several underdeveloped contiguous lots within the Project Area, generally located along 2<sup>nd</sup> Avenue South, bordering Hansen Street, described as Lots 25 through 32 of Block 103, Twin Falls Townsite, Twin Falls, Idaho ("Site"). The Site is currently used for surface parking;

E. Agency seeks to initiate a redevelopment project on the Site to revitalize the Project Area in compliance with the Plan and which could also serve as a catalyst for redevelopment of other properties in the Project Area;

F. The Agency, with City consent, issued a Request for Proposals for redevelopment of the Site ("RFP"). The sole proposal for development of the Site was submitted by Developer ("Developer Proposal");

G. At a public meeting on May 11, 2020, the Agency reviewed the information presented in the response to the RFP, including the Developer Proposal, and moved to defer the final decision on acceptance to a future scheduled special public meeting;

H. At the special public meeting on May 21, 2020, the Agency determined the Developer Proposal was in compliance with the RFP and accepted the Developer Proposal;

I. Agency and Developer entered into an Agreement to Negotiate Exclusively dated January 15, 2021 ("Agreement") to assess the Site and negotiate definitive terms for a Disposition and Development Agreement ("DDA") to redevelop the Site based on the RFP and the Developer Proposal, as amended by that certain First Amendment to the Agreement to Negotiate dated October 19, 2021 (collectively "Agreement"). Any capitalized terms not defined in this Amendment will have the same meaning as in the Agreement;

J. Pursuant to the Agreement, Developer is still in the process of obtaining the City Approval for the height of the Project.

K. Additionally, Developer and Agency are negotiating terms to the DDA including, but not limited to, milestone dates for construction of the Project, Agency contribution and timing, and parking stalls. The Agreement has a Negotiation Deadline of December 15, 2021, for a signed DDA approved by Agency Staff and submitted to the Agency Board.

L. Agency and Developer desire to amend the Agreement to provide an extension of the Negotiation Period to negotiate the final terms of the DDA, subject to the terms and conditions of this Amendment and the Agreement.

## **AGREEMENT**

NOW, THEREFORE, for valuable consideration, the sufficiency of which is agreed and acknowledged, the Agency and Developer agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein, and hereby further agree as follows:

**1. NEGOTIATION PERIOD.** The first sentence of Section 4 is amended by deleting "December 15, 2021" and replacing it with "January 10, 2022".

**2. ENTITLEMENTS.** Section 4.2.4 of the Agreement is amended by deleting "December 13, 2021" and is replaced with "January 10, 2022".

**3. SCHEDULE OF PERFORMANCE.** The Schedule of Performance attached to the Agreement as Exhibit F is deleted and replaced with the updated Schedule of Performance attached as Exhibit A to this Amendment.

**4. MISCELLANEOUS.** This Amendment is the entire agreement between the parties on the subject matter hereof. Recitals and exhibits are incorporated and made a part of this Amendment. Except as modified by this Amendment, the Agreement remains in full force and effect. In the event of a conflict or inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment will control.

EXECUTED EFFECTIVE as of the Effective Date.

\_\_\_\_\_, 2021

AGENCY

URBAN RENEWAL AGENCY OF THE CITY OF  
TWIN FALLS

\_\_\_\_\_  
Andy Hohwieler, Vice Chair

DEC. 7, 2021

DEVELOPER

Galena Opportunity, Inc.  
an Idaho corporation

By \_\_\_\_\_  
William Truax, President

Exhibits

Exhibit A      Exhibit F - Schedule of Performance

**EXHIBIT A**

**EXHIBIT F  
SCHEDULE OF PERFORMANCE**

| <b>Section</b> | <b>Action</b>                                             | <b>Due Date</b>                                   |
|----------------|-----------------------------------------------------------|---------------------------------------------------|
| 2              | Developer Deposit Delivered to Agency                     | 5 Business Days after Effective Date              |
| 3.3            | Developer Submission of Design Development Plan to Agency | 90 Days after Effective Date                      |
| 3.2(a)         | Parking Supplement Deadline                               | October 13, 2021                                  |
| 3.2(b)         | Acquisition Agreement Deadline                            | October 15, 2021                                  |
| 3              | Design Development Plan Approval Deadline                 | October 19, 2021                                  |
| 4.1.1          | Developer Submission of Proforma to Agency                | 15 Days after Approval of Design Development Plan |
| 4.1.2          | Agency Order Reuse Appraisal                              | 15 Days after Receipt of Reuse Appraisal Data     |
| 4.2.4          | City Approval Deadline                                    | January 10, 2022                                  |
| 4              | Negotiation Period Deadline                               | January 10, 2022                                  |



**Date:** Monday, December 13, 2021  
**To:** Urban Renewal Agency of the City of Twin Falls  
**From:** Wendy Davis, Parks and Recreation Director

### **ACTION ITEM**

**Request:**

Request to approve up to \$5,328.00 for the installation of a RenoSys PVC Membrane in the Downtown Fountain water tank.

**Background:**

The restroom building in the downtown commons houses the circulation tank, pump and equipment for the fountain. The concrete tank has multiple cracks at the base of it that have been getting progressively worse and are now leaking. The Twin Falls Parks Department has secured a bid from RenoSys to install a liner in the Twin Falls City Pool. It was determined that a PVC Membrane would also solve the problem with the tank, so a separate bid for the tank was included in the request for bids. Installation will occur at the same time as the pool project.

The request for \$5,320 includes \$4,440.00 for the purchase and installation of a PVC membrane in the concrete tank as provided in the proposal plus 20% contingency in case it's needed.

**Approval Process:**

A majority vote by the Board will approve this request.

**Budget Impact:**

\$5,328.00

**Regulatory Impact:**

Approval will allocate the funds to purchase and install the liner.

**Conclusion:**

Twin Falls Parks Department believe this is an economical solution to the problem and recommend approval of this request.

**Attachments:**

1. Tank Seep, Spalling (1)
2. Tank Seep, Spalling (3)
3. Tank Seep, Spalling (5)
4. Tank Seep, Spalling (6)
5. Tank Seep, Spalling (7)
6. RenoSys Proposal 20211117

























# RenoSys®

## Twin Falls, ID Water Fountain

RenoSys PVC Membrane Installation

### Proposal

Install the liner in the existing fountain employing the RenoSys PVC membrane system, including the following components and services:

#### INSTALLATION OF THE RENOSYS PVC MEMBRANE

- Broom clean fountain surface and void it of all loose debris.
- Coat interior of the fountain with sanitizing agent. Apply RenoFelt adhesive required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the fountain – as required.
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- Termination to be at top of fountain wall.
- All penetrations will be terminated with compression flanges.
- Complete additional perimeter caulking, detail work, finish work to make a complete watertight installation.
- Clean site suitable for fountain filling and perform final inspection.
- Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**. (e.g. caulk, fasteners at compression fittings etc...)

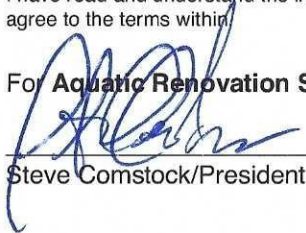
**Water Fountain PVC Membrane..... \$4,440.00**

Price is valid for 30 days. Includes minimal surface preparation (2 man hours). Fountain is 8'-0" x 12'-0" with a depth of 5'-0". **Dumpster is to be furnished by others at no charge to RenoSys Corporation.** Should RenoSys be required to remobilize our crew due to non-readiness of the swimming fountain or concealed conditions requiring additional work, then a \$2,500 change order for remobilization will be assessed. All designs and data included and implied within the contents of these documents are proprietary to ARS. ARS will not be held liable based upon inaccurate, unknown or limited information or conditions provided by the purchaser/owner to create enclosed contents. All submitted drawings, details and data are subject to verification, accuracy and approval by the purchaser/owner. No taxes (sales, use, local, county, state, B&O, privilege and/or other applicable taxes), permits, or additional fees are included in this estimate.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For **Aquatic Renovation Systems, Inc.**

For **City of Twin Falls Parks & Recreation**

 Date 11/17/21

Steve Comstock/President

\_\_\_\_\_  
Date \_\_\_\_\_

1 of 3

Visit us on the web at... "[www.renosys.com](http://www.renosys.com)"

**RenoSys Corporation**

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "[renosys@aol.com](mailto:renosys@aol.com)"



# RenoSys®

## **Agreement for Installation of a RenoSys PVC Membrane System**

This contract, entered into between **Aquatic Renovation Systems, Inc.**, and "Purchaser" is for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services or options, if any, as outlined on page #1 of the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for a RenoSys PVC Membrane System.

This contract is subject to the following terms and conditions:

- 1) The contract sum listed on page #1 covers only the products and services specifically mentioned therein. No modifications, additions, or deletions will be accepted except by written request via re-submission of modifications to the contract scope and/or approved amount authorized by written change order signed by both parties.
- 2) Every effort has been made to be as accurate and complete in the submittal documents and the related scope of work as possible. Verification shall be the responsibility of the purchaser during the submittal approval process. No work will proceed without the written approval "sign-off" of the submittal package by the purchaser.
- 3) Payment terms for the contracted work will be paid as follows: Net 30.
- 4) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that have been completed to date. Utilization of the fountain constitutes substantial completion and acceptance of the PVC Membrane System. Aquatic Renovation Systems will invoice for stored material, when applicable.
- 5) Although every effort will be made to meet the delivery and installation requirements, ARS will not be held liable for any delays caused by transportation, strikes, fires, Government entities, acts of God or under any circumstances such as *force majeure*. Please be advised that vagaries in weather can and will affect the installation schedule. Any and all Liquidated or Consequential damages are not part of this contract and ARS shall not be financially penalized for any reason by any or all delays.
- 6) Labor will be performed and invoiced by Aquatic Renovation Systems, Inc.
- 7) Material will be furnished, shipped and invoiced by Fountainequip LLC.
- 8) Pricing is provided in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of any change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order; unless other arrangements are agreed upon in writing by both parties.
- 10) No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required to be paid by the purchaser, even if the entity is tax exempt.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives and/or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby agrees that the State of Indiana and Marion County possesses exclusive jurisdiction to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential or liquidated damages. In addition, damages resulting from any hydrostatic "ground water" conditions or from a leaking recirculation system causing the fountain membrane to fail from such damage is not a warranted item. When applicable; existing fountain piping, perimeter gutters and hydrostatic ground water testing will be the complete responsibility and cost to the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).
- 16) RenoSys Corporation is not responsible for filling or draining of the swimming fountain water; nor will RenoSys Corporation absorb such cost for any reason.
- 17) Please be advised that in the event that the project is cancelled by the owner or owners' representative, 25% of the total contract amount will be assessed to the purchaser.

Visit us on the web at... "[www.renosys.com](http://www.renosys.com)"

**RenoSys Corporation**

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "[renosys@aol.com](mailto:renosys@aol.com)"





# RenoSys®

## **Specifications and Contract Conditions for a RenoSys PVC Membrane System Installed**

Primary fountain lining membrane shall be a flexible 60 mil double ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial fountain environments. Clients purchasing RenoSys materials are solely responsible for determining the suitability and compatibility of the RenoSys products for their application. RenoSys will not be responsible for materials reaction to water, substrate, soil or fountain chemicals.

Geo-textile fabric underlayment of 100% polyester approximately 150 mils thick to isolate and separate the RenoSys PVC Membrane from the fountain wall and floor. Depending on field conditions the use of a factory applied of equivalent quality Felt-back membrane product will be utilized. Geo-textile is an "if required" product and may not be applicable on every project. RenoSys shall be the sole agent to determine if Geo-Textile is necessary for your project.

Provide as required PVC coated RenoSys Metal to make for a satisfactory installation. Sanitizing agents to be applied as required onto the fountain substrate to discourage microbial growth under the membrane system. Adhesives as required to attach the Geotextile fabric or membrane to the fountain, or the membrane to the Geotextile. Flanges of 1/4" Hard White PVC, custom fabricated for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of (10) years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturers' warranty period, whichever is greater. Fountain equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean-up and training of the owner's representative in operation and maintenance of the PVC membrane.

ARS shall maintain the right to salvage any fittings, PVC membrane or equipment replaced in the course of executing this installation contract. Standard material overages are supplied for the efficient execution of the project. Any excess material shall remain the property of ARS.

This proposal is based upon an assumption that the fountain is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchors and other drive type fasteners to secure the membrane system at the perimeter and around fountain penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.

By entering into this contract, ARS assumes no responsibility for the correctness of the swimming fountains depth in any area of the existing fountain. The existing depth of the fountain, diving hopper and any modifications required due to any misinformation in their regard are the responsibility of the purchaser. It shall remain the owner's responsibility to assure that all depths, safety features, and markings in the fountain comply with applicable local and state fountain codes.

Warranties for the completed scope of work will go into effect when the project is paid in full. There will be no warranties, or guarantees given, expressed or implied, by ARS, RenoSys Corporation or its agents except those provided in the official issued Warranty, as stated herein. The warranty offered covers only the fountain shell membrane (and/or deck surface membrane if included in the contract) and excludes any contracted work associated with an existing perimeter overflow gutter system. In no event will ARS, RenoSys Corporation or its agents be held liable for any consequential or other damages whatsoever unless agreed upon in writing.

Unless other arrangements are made in advance and stipulated as part of this contract; others are responsible for removing, storing and re-installation of all obstructions that would hinder our work. These items include, but are not limited to: bulkheads, ladders, handrails, climbing walls, water features, equipment, furnishings, fountain covers, etc...

The use of the fountain by the owner, or those authorized to use the fountain by the owner, shall constitute final completion and acceptance of the project by the owner. Issues that may arise with the fountain subsequent to final completion shall be addressed in accordance with the terms and conditions of the warranty set forth herein. The parties specifically agree that any warranty issue, or a possible controlled leak, such as through a weep hole, shall not be reason for delayed payment of the amounts due under the terms and conditions of the contract.

## **RenoSys Installation Requirements:**

This agreement must be executed and returned with the required "start-up" payment. This is to ascertain your understanding of the scope of work, our quote, and your responsibilities in the successful execution of your project. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your informing us of any potential complications before construction begins can save time and money. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in accommodating our following needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1.) Restroom facilities.
- 2.) Water with at least 40 lbs. of pressure within 50 feet of fountains.
- 3.) 110 electric service & 230V, 60-amp service (when applicable for metal welding) within 50 feet of fountains.
- 4.) Clear and reasonable access to the fountain.
- 5.) Fountains & fountain decks are to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews will have complete access to the facility to work unrestricted hours at no additional cost to ARS.
- 7.) Provide parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.

Photos and/or videos may be taken of your project for our own quality internal communication, advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.

Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon in writing prior to work commencing. Please direct all communication regarding scope of work or request modifications to your assigned ARS project manager. Owner shall appoint one individual who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise.

The RenoSys PVC membrane is a reflective material, and any existing depressions, pits, cracks, or voids may remain visible upon completion.

Unless otherwise noted this quotation does not cover: special conditions, state, local or use taxes, Union affiliates, Davis-Bacon Wages, or differing site conditions from those detailed.

Initial \_\_\_\_\_

Visit us on the web at... "[www.renosys.com](http://www.renosys.com)"

**RenoSys Corporation**

2825 East 55th Place • Indianapolis, IN 46220

Phone: 800.783.7005 • 317.251.0207

Fax: 317.251.0360 • e-mail: "[renosys@aol.com](mailto:renosys@aol.com)"



**Date:** Monday, December 13, 2021  
**To:** Urban Renewal Agency of the City of Twin Falls  
**From:** Tyler Davis-Jeffers, Summit Creek Development

**Presentation by Summit Creek Development concerning a proposed new revenue allocation area.**

**Attachments:**

1. Proposal by Summit Creek Dev
2. Proposal by Summit Creek Dev 20211213-2



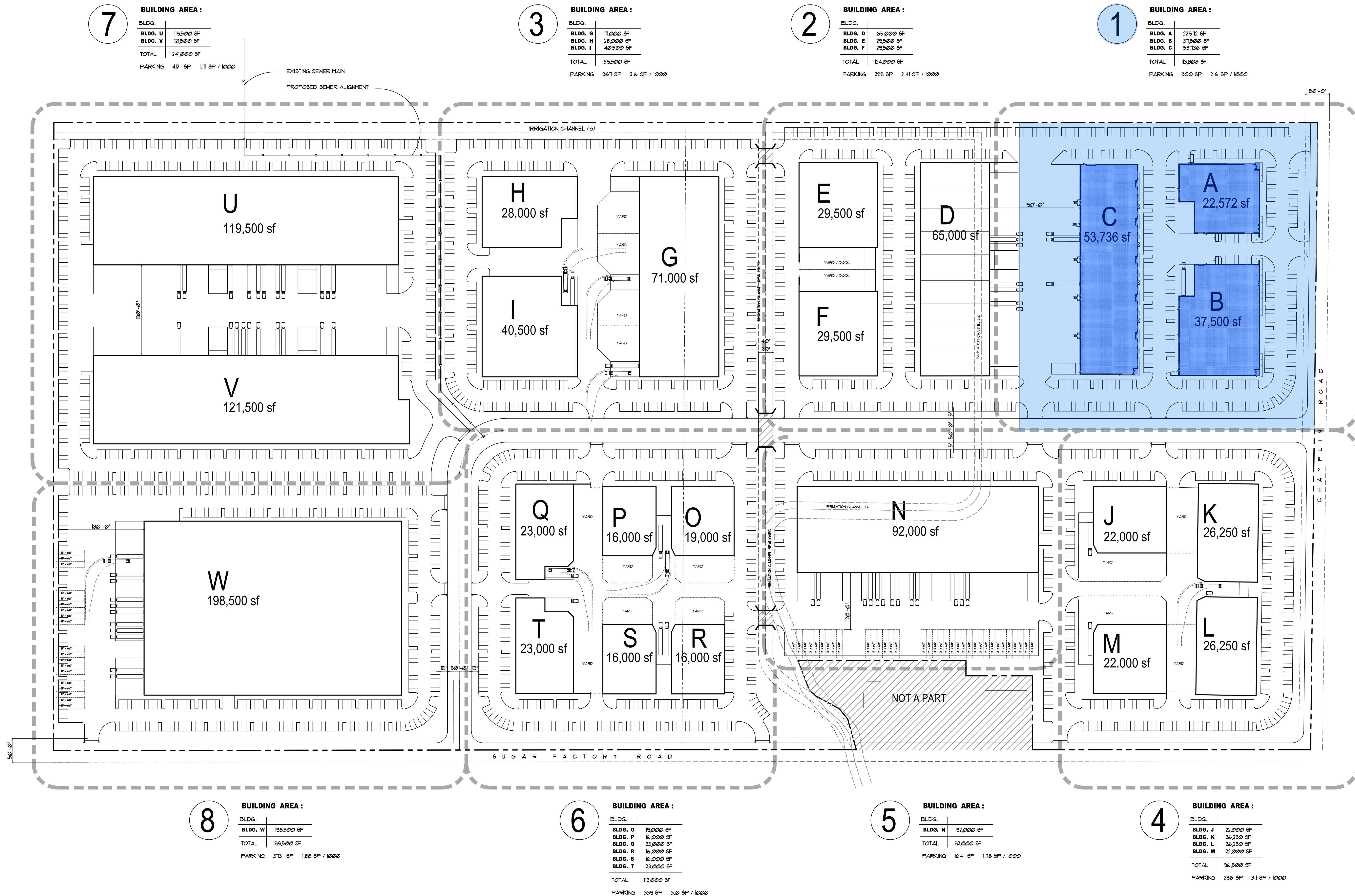
## Twin Falls Industrial Park

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### Meeting Discussion Points:

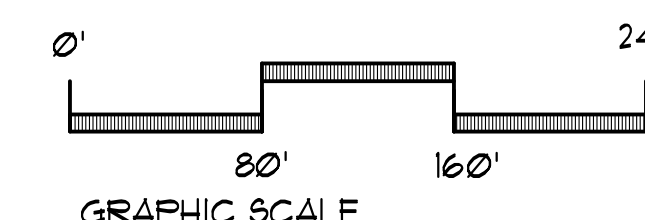
- 1) Current draft site plan includes 1,000,000 SF of for lease industrial space, serving a variety of different businesses from 5,000 SF users to 200,000 SF users. This project would be built out in phases with both build-to-suit product as well as ready-to-lease product.
- 2) Summit Creek Development has partnered with Hamann Construction- an experienced concrete tilt-up general contractor with over 30 years of experience in Southern California. SCD will act as general contractor utilizing our local sub-contractor relationships. Our partnership plans to construct a Class A industrial park- the first of its kind in the area. Quality product has grown much more expensive recently, and we will need to compete against neighboring developments such as that in Jerome which received infrastructure assistance from the Jerome Urban Renewal Agency to incentivize the project.
- 3) There is a lack of industrial space for companies looking to relocate to Southern Idaho or expand from their existing location. As one point of contact for businesses, SCD will act as developer, general contractor, landlord, and property manager. This streamlines the entire process for businesses, allowing them to focus on their core operation model.
- 4) Clif bar is located on 89 acres compared to our site of 80 acres. The current property tax assessment for Clif is \$46 million. A conservative assessment on 1,000,000 SF at \$80/SF would be \$80 million.
- 5) This is an opportunity for SCD to work directly with the Economic Development Department to help companies grow, relocate, and thrive in Twin Falls.
- 6) Our objective is to work through entitlement and begin site work in Spring '22, and construction in Summer '22.





**PROJECT DATA :**

|                    |                   |          |         |              |
|--------------------|-------------------|----------|---------|--------------|
| GROSS LAND AREA:   | 3,423,715 SF      | 10.60 AC | PHASE 1 | 113,808 SF   |
| PRIVATE STREET:    | 118,989 SF        | 2.73 AC  | PHASE 2 | 124,000 SF   |
| STREET DEDICATION: | 89,475 SF         | 2.05 AC  | PHASE 3 | 139,500 SF   |
| DRAINAGE CHANNEL:  | 91,810 SF         | 2.11 AC  | PHASE 4 | 96,500 SF    |
| NET LAND AREA:     | 3,123,433 SF      | 11.11 AC | PHASE 5 | 92,000 SF    |
| COVERAGE:          | 35.8% OF NET LAND |          | PHASE 6 | 113,000 SF   |
|                    |                   |          | PHASE 7 | 241,000 SF   |
|                    |                   |          | PHASE 8 | 198,500 SF   |
|                    |                   |          | TOTAL   | 1,118,308 SF |



**SITE PLAN**

SCALE: 1" = 80'-0"





**Date:** Monday, December 13, 2021  
**To:** Urban Renewal Agency of the City of Twin Falls  
**From:** Travis Rothweiler, City Manager & Acting URA Executive Director

### **ACTION ITEM**

**Request:**

Consider approval of a memorandum of understanding between the Agency and Summit Creek Development regarding payment for advance planning costs for a proposed new revenue allocation area.

**Background:**

Summit Creek Development has approached the Agency to discuss the possibility of examining certain properties totaling approximately 78.5 acres located south of the Urban Renewal Plan for Revenue Area #4-3 ("RAA #4-3") generally along Sugar Factory Road and Champlin Road (the "Study Area") for inclusion within a new urban renewal area.

The memorandum of understanding ("MOU") between Summit Creek Development and the Agency outlines several business points related to funding, drafting, consideration of a potential eligibility report ("Eligibility Report") related to the area, and if eligible, the economic feasibility report ("Economic Feasibility Report") and ultimately the development of an urban renewal plan. The terms of the MOU establish that funding will be provided by Summit Creek Development in the amount of \$7,500 to facilitate the preparation, consideration, and adoption of the Eligibility Report. In the event that the Eligibility Report shows potential for an urban renewal area and is approved by City Council, Summit Creek Development has agreed to provide additional funding in the amount of \$30,000 to prepare the anticipated urban renewal plan and necessary action items. Summit Creek Development is agreeing to fund these initial costs in anticipation of entering into an owner-participation agreement with the Agency, and the Agency funding certain public improvements as may be identified in the new urban renewal plan.

**Approval Process:**

A majority vote by the Board will approve the MOU with Summit Creek Development.

**Budget Impact:**

None anticipated. As outlined, the MOU contemplates initial funding by Summit Creek Development.

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends approval of the MOU between the Agency and Summit Creek Development.

**Attachments:**

1. Summit Creek MOU 20211207
2. Proposal by Summit Creek Dev
3. Proposal by Summit Creek Dev 20211213-2



## **MEMORANDUM OF UNDERSTANDING**

### **THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS**

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between The Urban Renewal Agency of the City of Twin Falls, an independent public body, corporate and politic of the state of Idaho (hereinafter the “Agency”), and Summit Creek Development, LLC, an Idaho limited liability company (hereinafter the “Developer”), collectively referred to as the “Parties.”

### **RECITALS**

WHEREAS, the Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, Title 50, Chapter 20, Idaho Code, as amended and supplemented (the “Law”), as duly established and created by the Board of Commissioners of the City of Twin Falls, Idaho pursuant to Resolution No. 909 adopted on July 19, 1965;

WHEREAS, on June 30, 1997, the City Council (“City Council”) of the city of Twin Falls, Idaho (“City”), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project known as Urban Renewal Area #4 (the “Area #4 Plan”). The Area #4 Plan has been amended several times;

WHEREAS, on May 4, 1998, the City Council, by Ordinance No. 2579 adopted the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the “RAA #4-1 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, on August 26, 2013, the City Council, by Ordinance No. 3056 adopted the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the Amended RAA #4-1 Plan”) seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code Section 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act. Collectively, the RAA #4-1 Plan as amended by the Amended RAA #4-1 Plan is referred to as the “RAA #4-1 Plan” and the revenue allocation area established by the Plan is referred to as the “RAA #4-1 Project Area”;

WHEREAS, on December 12, 2011, the City Council, by Ordinance No. 3022 adopted the Urban Renewal Plan for Urban Renewal Area #4-3 (the “RAA #4-3 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, on June 1, 2015, the City Council, by Ordinance No. 3097 adopted the Urban Renewal Plan for Revenue Allocation Area #4-4 (the “RAA #4-4 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;



WHEREAS, on December 16, 2019, effective upon publication on January 10, 2020, the City Council, by Ordinance No. 2019-015 adopted the Urban Renewal Plan for the Washington Street South Urban Renewal Project (the “Washington Street South Plan”) to redevelop a portion of the City within the boundaries of the Washington Street South Project Area, pursuant to the Law and the Act;

WHEREAS, the Developer has approached the Agency Board to discuss the possibility of examining certain properties totaling approximately 78.5 acres located south of RAA #4-3 generally along Sugar Factory Road and Champlin Road (parcel nos.: RP10S17E241810 and RP10S17E248400) (the “Study Area”) for inclusion within a new urban renewal/revenue allocation area;

WHEREAS, Developer owns or controls the Study Area or has an interest or option rights in the parcels;

WHEREAS, the Agency has retained or will retain a consultant to determine the eligibility of the Study Area for an urban renewal project pursuant to Idaho Code § 50-2008(a) (the “Eligibility Report”), and if deemed eligible, the Agency Board may recommend that such Eligibility Report be approved, and forward the Eligibility Report to the City Council for its consideration and approval;

WHEREAS, in order to commence and complete the Eligibility Report and other planning activities, the Agency is in need of funds to pay for costs and expenses related to the preparation and approval of the Eligibility Report by the Agency and the City Council, along with funds to complete the process of developing and approving the urban renewal plan (the “Anticipated Urban Renewal Plan”) through City Council approval and statutory filings;

WHEREAS, the Developer is interested in developing all or a portion of the Study Area;

WHEREAS, the Developer has offered to provide to the Agency advance funding of costs and expenses in order to complete the Eligibility Report process;

WHEREAS, if the Study Area is deemed eligible, the Developer has also offered to provide to the Agency advance funding of costs and expenses for the preparation of the Anticipated Urban Renewal Plan;

WHEREAS, the Agency and Developer desire to analyze several development opportunities within the proposed new urban renewal/revenue allocation area in order to accommodate the objectives of the Developer and goals of the Agency, including, but not limited to, establish an industrial park; certain public improvements, including improvements to existing or additional rights-of-way, utility improvements, public access and open space improvements; and other eligible public infrastructure improvements;

WHEREAS, the Parties seek to memorialize several business points relating to the drafting, consideration, and adoption of the Eligibility Report and the Anticipated Urban Renewal Plan and the potential uses by the Developer of certain properties within the urban

renewal area and to continue discussions to reach an acceptable agreement regarding the use and ownership of those certain properties;

NOW, THEREFORE, LET IT BE UNDERSTOOD AS FOLLOWS:

### AGREEMENTS

1. For purposes of this Memorandum of Understanding (“MOU”) the costs for which the Agency seeks funding are generally the retention and cost of the consultant to review the Study Area and preparation of the Eligibility Report, and if the Study Area is deemed eligible, the costs of processing the approval of the Eligibility Report. Additionally, the Agency seeks funding for the costs to prepare the Anticipated Urban Renewal Plan and any costs related to processing the approval of the Anticipated Urban Renewal Plan. A more specific description of the advance-funded costs is set forth in Paragraphs 5 and 6.

2. The effective date of this MOU shall be the date last executed by the Agency and the Developer and shall continue for a period of twelve (12) months, unless extended in writing by mutual agreement of the Parties. This MOU shall terminate prior to the expiration of the twelve (12) month period if the Eligibility Report or Anticipated Urban Renewal Plan is not adopted by the City Council; however, the Developer shall pay all fees and costs incurred to the termination date.

3. This MOU does not constitute a disposition of property or exercise of control over property by the Agency or Developer and does not require a public hearing. Execution of this MOU by the Parties is an expression of the Parties’ understanding of certain terms and conditions, which may be included within a proposed agreement, reserving final discretion and approval by the Agency and Developer as to any agreement and all proceedings and decisions in connection therewith.

4. The Parties intend to enter into an acceptable Owner-Participation Agreement, which will provide, *inter alia*, for the future development of certain properties within the Anticipated Urban Renewal Plan area now under the ownership and control of the Developer or properties upon which the Developer has an interest or option rights. The Parties intend to enter into such Owner-Participation Agreement within ninety (90) days of the formal adoption of the City Council Ordinance approving the Anticipated Urban Renewal Plan for the city of Twin Falls for the geographic area under consideration for an urban renewal project.

5. **Eligibility Report.** Developer agrees to provide funding in the estimated total amount of \$7,500 to facilitate the preparation, consideration, and ultimate adoption of the Eligibility Report. This funding includes any consultant fees, allocated expenses of City planning staff and City public works, and attorney’s fees and costs. Developer shall tender and deliver said amount to the Agency as follows:

A. An amount of \$2,500 is due upon the effective date of this MOU.

- B. Any balance due and owing on the date of City Council action on the Eligibility Report.

6. **Anticipated Urban Renewal Plan.** In the event of approval of the Eligibility Report by the City Council, Developer agrees to provide funding in the additional estimated total amount of \$30,000 to prepare the Anticipated Urban Renewal Plan for consideration and ultimate adoption by the Agency Board and the City Council and to negotiate the Owner-Participation Agreement and proceed with the financing of certain public improvements as may be identified in the Anticipated Urban Renewal Plan. This funding includes any consultant fees and attorney's fees and costs along with allocated expenses of City planning staff and City public works. Developer shall tender and deliver said amount to the Agency as follows, in addition to the amounts set forth in Paragraph 5:

- A. An amount of \$20,000 within seven (7) days of City Council approval of the Eligibility Report.
- B. Any balance due and owing within thirty (30) days after the payment made in Paragraph 6A.

Such funds as set forth in Paragraphs 5 and 6 shall be delivered to the Agency as directed by the Agency Board. Agency agrees to provide an accounting of said funds to the Developer describing the activities for which those funds have been used. Those funds shall be used for the purpose of funding the preparation, consideration, and development of the Eligibility Report and the Anticipated Urban Renewal Plan, including the costs of any consultants and attorneys retained by the Agency, allocated City expenses, and other administrative costs, including insurance, publication costs, and other lawful expenses authorized by the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, as amended (the "Act") or the Law, for negotiation of the Owner-Participation Agreement, proceeding with the placement of financing, and for any other lawful purpose.

The amounts set forth in this section do not include any surveying or mapping costs. Agency and Developer agree that surveying or mapping costs shall include the mapping and surveying costs related the Anticipated Urban Renewal Plan. It is further agreed that any surveying or mapping costs as described will be the responsibility of the Developer unless such tasks are accepted by the City. Such costs may be considered as reimbursable expenses in the Owner Participation Agreement to be paid from the incremental tax revenues generated from the revenue allocation project area.

7. If payments are not timely made as set forth in Paragraphs 5 and 6, then the Agency will not be obligated to complete the tasks set forth therein. Further, should the Agency or City Council in its discretion fail to approve and/or adopt the Eligibility Report or the Anticipated Urban Renewal Plan, the Developer shall pay for all costs as set forth in Paragraphs 5 and 6 incurred to the date of Agency and/or City Council action. Developer may halt or terminate efforts to advance the urban renewal project at any time and, upon Developer's notice, Agency will promptly refund to Developer any unspent funds previously advanced by the Developer.

8. Developer and Agency agree to consider the inclusion within the Anticipated Urban Renewal Plan the specific authority of the Agency to invoke its authority under the Act and Law to acquire property through condemnation as allowed for purposes described in the Act and the Law.

9. Without infringing upon the Parties' ability to negotiate acceptable terms of an Owner-Participation Agreement, the Parties agree to address the following issues:

- A. The phasing of the Developer's project, the public improvements required for each phase, and the use of the property.
- B. The authority of the Developer to undertake the construction of the public improvements and compliance with all applicable public bidding laws and review by the Agency, using City or other resources, of the proposed construction costs.
- C. Joint cooperation by the Developer and Agency to obtain approval from other governmental entities.
- D. The ability of the Developer to assign its interest to another qualified developer.
- E. Formal submission of Developer's marketing and finance plan for the revenue allocation area, quantifying and providing evidence of the anticipated private development, and the generation of revenue allocation funds.
- F. Agreement on the amount of revenue allocation committed to the Developer's project, the appropriate percentage of revenue allocation for each year or by phase, determination of the eligibility of the public improvements, the process for determining the reasonableness and verification of the cost of the improvements, the sign off or approval of expenditures and other like subjects, the number of years of revenue allocation commitment, the terms of payment including frequency, amount, and other financial terms, economic development objectives to be achieved, leveraging of revenue allocation proceeds, and other sources of funds.

Both Parties acknowledge the discretion of Agency and Developer in terms of entering into such Owner-Participation Agreement.

10. Agency and Developer agree to pursue funding sources for the purpose of financing the contemplated development activities under the Anticipated Urban Renewal Plan, including planning costs and other public improvements. Agency and Developer agree to cooperate in any application process for such funds including applications for bank financing. Developer agrees to consider, if necessary to obtain such financing, to defer any reimbursement of Developer's costs by Agency until the financing is formally approved and the closing of such



loan transaction. The Parties agree that all funds advanced by Developer pursuant to this MOU or for any other interim financing provided by Developer for the proposed urban renewal project are reimbursable expenses from revenue allocation funds from the new urban renewal/revenue allocation area, if formed.

11. The Anticipated Urban Renewal Plan may address the issue of Agency acquisition of real property, if appropriate. Without limiting the discretion of the Agency and City to address the issue of acquisition of real property, Developer does hereby indemnify and agree to forever hold harmless the City and the Agency from and against any violations of federal, state, or local environmental protection laws and regulations and any expenditures now or hereafter required for compliance with any federal, state, or local laws or regulations now in force relating to the protection of the environment, including, without limitation, any removal costs, fines, penalties, or other costs or expenses incurred by reason of the existence on the real property of any hazardous material whether said property is purchased directly by Developer or subsequently purchased by the Developer from the Agency, provided that nothing herein will require Developer to indemnify the Agency or make the Developer liable in any way for claims or expenses arising from activities by the Agency or the Agency's contractors, employees, or invitees or from activities during any of the time the Agency owns the property. As used herein, the term hazardous material means any hazardous or toxic substances, material, or waste that is regulated by any federal authority or by any state or local authority where the substance, material, or waste is located.

12. Developer acknowledges the Agency, and ultimately the City Council, retain discretion on approval of the Eligibility Report and the Anticipated Urban Renewal Plan area and the content of the Anticipated Urban Renewal Plan. Should the Eligibility Report or the Plan not be adopted by the City Council or other impediments prevent the adoption of the Plan, Developer recognizes it will have no right or claim against the Agency or City.

13. Developer and Agency warrant that all necessary action on the part of each party to be taken in connection with execution, delivery, and performance of this MOU have been duly and effectively taken. Each party agrees to provide the other with evidence of such authority if requested.

14. It is expressly agreed that neither party shall have the right to assign its rights under this MOU without the prior written consent of the other party.

15. Developer acknowledges any participation by the Agency, including reimbursement of funds advanced for the Eligibility Report study and approval along with the Anticipated Urban Renewal Plan approval, is dependent upon taxes generated from the Study Area or Plan Area by the private development contemplated by the Developer. As such, Developer understands any property tax exemption or property tax abatement will result in less tax revenues and ability of the Agency to participate. Therefore, in recognition of that fact, Developer shall not, without the written consent of the Agency file any application with the City of Twin Falls, Twin Falls County, or the state of Idaho which could result in such property tax exemption or property tax abatement including, but not limited to the following:

The Idaho Small Employer Incentive Act of 2005, Chapter 44, Title 63, Idaho Code  
The Idaho Small Employer growth incentive exemption, Idaho Code § 63-606A  
New Capital Investment Incentive Act, Chapter 45, Title 63  
Idaho Code § 63-602NN, business property tax exemption.

EXECUTED EFFECTIVE as of the Effective Date.

AGENCY:

\_\_\_\_\_, 2021

THE URBAN RENEWAL AGENCY OF THE  
CITY OF TWIN FALLS

By \_\_\_\_\_  
Rudy Ashenbrener, Chair

\_\_\_\_\_, 2021

DEVELOPER:

SUMMIT CREEK DEVELOPMENT, LLC, an  
Idaho limited liability company

By \_\_\_\_\_  
\_\_\_\_\_  
Its \_\_\_\_\_

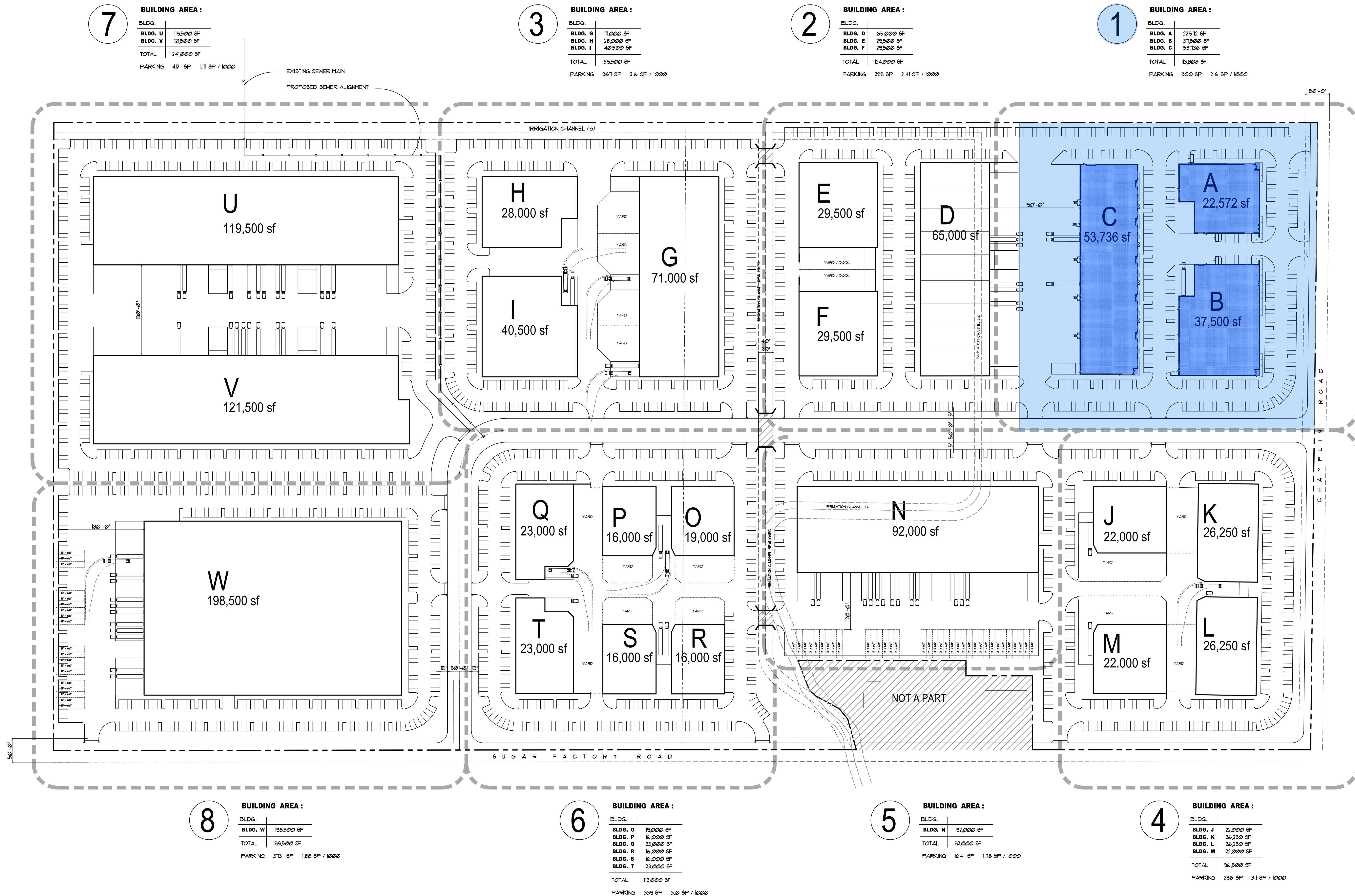
## Twin Falls Industrial Park

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### Meeting Discussion Points:

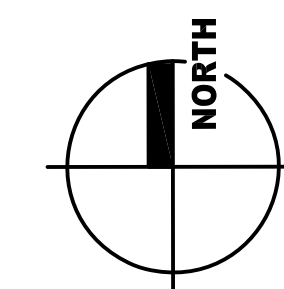
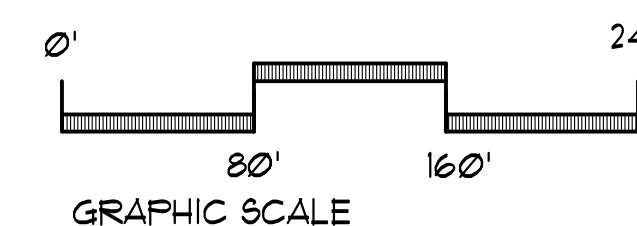
- 1) Current draft site plan includes 1,000,000 SF of for lease industrial space, serving a variety of different businesses from 5,000 SF users to 200,000 SF users. This project would be built out in phases with both build-to-suit product as well as ready-to-lease product.
- 2) Summit Creek Development has partnered with Hamann Construction- an experienced concrete tilt-up general contractor with over 30 years of experience in Southern California. SCD will act as general contractor utilizing our local sub-contractor relationships. Our partnership plans to construct a Class A industrial park- the first of its kind in the area. Quality product has grown much more expensive recently, and we will need to compete against neighboring developments such as that in Jerome which received infrastructure assistance from the Jerome Urban Renewal Agency to incentivize the project.
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- 4) Clif bar is located on 89 acres compared to our site of 80 acres. The current property tax assessment for Clif is \$46 million. A conservative assessment on 1,000,000 SF at \$80/SF would be \$80 million.
- 5) This is an opportunity for SCD to work directly with the Economic Development Department to help companies grow, relocate, and thrive in Twin Falls.
- 6) Our objective is to work through entitlement and begin site work in Spring '22, and construction in Summer '22.





## PROJECT DATA :

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| COVERAGE:          | 35.8% OF NET LAND |          | TOTAL   | 1,118,308 SF |



# SITE PLAN

SCALE: 1" = 80'-0"





**Date:** Monday, December 13, 2021  
**To:** Urban Renewal Agency of the City of Twin Falls  
**From:** Travis Rothweiler, City Manager & Acting URA Executive Director

### **ACTION ITEM**

**Request:**

Retain Kushlan Associates to study a certain geographic area and prepare an Eligibility Report.

**Background:**

Summit Creek Development has approached the Agency to discuss the possibility of examining certain properties totaling approximately 80 acres located south of the Urban Renewal Plan for Revenue Area #4-3 ("RAA #4-3") generally along Sugar Factory Road and Champlin Road (the "Study Area") for inclusion within a new urban renewal/revenue allocation area.

Staff proposes the Agency hire Kushlan Associates to determine the eligibility of the Study Area for an urban renewal project pursuant to Idaho Code § 50-2008(a) ("Eligibility Report"). Kushlan Associates estimates the cost to review the Study Area and prepare the Eligibility Report will be approximately \$7,500. Should the Eligibility Report show that the area is suitable for an urban renewal project, Kushlan Associates will prepare an economic feasibility study ("Economic Feasibility Study") as part of the urban renewal plan. Kushlan Associates estimates the cost of the Economic Feasibility Study to be \$10,000. Should the Eligibility Report find that the Study Area does not qualify under the Idaho Code as an area fit for urban renewal, the Economic Feasibility Study will not take place and this cost will not be incurred.

Pursuant to a Memorandum of Understanding ("MOU") to be executed between Summit Creek Development and the Agency, Summit Creek Development will advance the funds for the costs and expenses in completing the Eligibility Report, Economic Feasibility Study, and preparation of an urban renewal plan.

**Approval Process:**

A majority vote of the Board would approve moving forward with retaining Kushlan Associates.

**Budget Impact:**

None anticipated. As indicated, initial costs and expenses will be funded by Summit Creek Development.

**Regulatory Impact:**

N/A

**Conclusion:**

Staff recommends the Board approve the retention of Kushlan Associates.

**Attachments:**

None



**Date:** Monday, December 13, 2021

**To:** Urban Renewal Agency of the City of Twin Falls

**From:** Leon Smith, URA Downtown Arts Subcommittee Chair

**Dedication of the newest downtown public art (mural project) "Magic of the Valley", by artist Matt Sunderman. (*Dedication will take place at the mural location (alley side of City Hall) at the end of the public portion of the meeting.*)**

**Attachments:**

1. Artist Statement for Mural
2. PXL\_20211130\_182431700
3. PXL\_20211130\_182510799

“Magic of the Valley” - Matt Sunderman

“Magic of the Valley” pays homage to the original settlers of the Magic Valley. The backdrop, an epic Idaho sky and vista, shows how our lady arrived at this location and a hint at the hard work that will need to be implemented to make this land her and her family’s home. Her dress morphs into the river and a collage of regional, modern activities that Twin Falls has to offer. The design is a nod to the past and present with the intention of creating a sense of place while bring the community together as they experience public art.

I have been a professional artist for over twenty years and have showcased public and private works across the United States. I appreciate the opportunity to communicate and collaborate with clients and institutions to make their art projects a reality. [www.liquidsol.net](http://www.liquidsol.net)

Matt Sunderman







