



Urban Renewal Agency Agenda

Monday, January 24, 2022, 12:00 PM

- SPECIAL MEETING -

Council Chambers

203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrenner, 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 December 13, 2021 meeting; 2) December 2021 Financial Report; 3) January 2022 Accounts Payable.
By: Lorrie Bauer, Administrative Assistant
- 4) Reports/Updates
 - a) **INFORMATIONAL:** Executive Director's Report
By: Travis Rothweiler, City Manager & Interim Executive Director
- 5) Items of Consideration
 - a) **ACTION ITEM:** Consideration of a request from the Children's Museum of the Magic Valley for a 60-day extension to supply their funding plan.
By: Travis Rothweiler, City Manager & Interim Executive Director
 - b) **ACTION ITEM:** Request to approve an allocation of up to \$5,850 for replacement of 13 trees that were removed as part of the 2016 Downtown Joint Utility Upgrade project in RAA #4-1.
By: Wendy Davis, Parks & Recreation Director
 - c) **ACTION ITEM:** Consider approval of an engagement letter submitted by Elam & Burke for the scope of services relating to a proposed new revenue allocation area (Orchard Drive East Project).
By: Meghan Conrad, Elam & Burke
 - d) **ACTION ITEM:** Request to approve Kushlan Associates Task Order #2 for an Eligibility Report and Economic Feasibility Report relating to a proposed new revenue allocation area (Orchard Drive East Project).
By: Meghan Conrad, Elam & Burke
- 6) General Input/Announcements - Public/Staff
- 7) Upcoming Meeting(s)
 - a) Monday, February 14, 2022
- 8) 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, por favor llame a Josh Palmer al teléfono (208) 735-7312.



Urban Renewal Agency Minutes

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

Chair Ashenbrener called the meeting to order at 12:00 PM. A quorum was present.

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

Absent: None

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

2) Conflict of Interest Declaration - None.

3) Consent Calendar

- a) Request to approve 1) Minutes for the November 8, 2021 meeting; 2) November 2021 Financial Report; 3) December 2021 Accounts Payable.

MOTION: Jan Rogers moved to accept the consent calendar as presented. Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

4) Reports/Updates

- a) Executive Director's Report

Parking structure: The special use permit was approved in November by the city's Planning & Zoning department. The public hearing to approve the additional height of the two residential mixed use buildings is scheduled for the January 10th City Council meeting.

City Council has been discussing the \$6M the Agency agreed to provide to the City for improvements to the UASB at the Con Agra/Lamb Weston facility, which improvements provided needed infrastructure enhancements to support the water flowing into the City's wastewater system and supported the economic goals of increased taxable value and job retention. To date, the Agency has paid \$3M to the City. The City is considering acquiring additional land in the Rock Creek Canyon area to support funding opportunities related to remediation of the creek and to expand recreational opportunities. The Agency owns several parcels in and around Rock Creek Canyon. There may be an opportunity for the City to acquire the Agency-owned parcels in and around Rock Creek Canyon in exchange for a reduction in the outstanding obligation to the City in the amount of \$3M. Discussion will continue in January.

5) Items of Consideration

- a) 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.

Bethany Bell of the Children's Museum presented the Proforma that was included in the agenda packet. The \$60,000 credit provision by the URA was questioned and Bell shared that the actual amount is unknown at this time, but the CMMV will ask the Agency to provide the land and help with getting utilities to the site.

Discussion ensued.

MOTION: Alexandra Caval moved to approve the proforma for the Children's Museum as submitted. JJ McBride seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

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

Special Counsel, Amanda Shaus, explained the Agency is still in the Agreement to Negotiate Exclusively (ANE) process with Galena negotiating the terms of the final Disposition Development Agreement (DDA). Additional time is needed for negotiations, therefore, an amendment to the time frame of the ANE is necessary. Reasons for the time delay include the Fair Use Appraisal has not been received yet and the construction time frame is still being discussed. At this time, the parking garage is planned to be completed by the end of 2022 and the residential structure a few years after that. Discussion ensued.

MOTION: Andy Hohwieler moved to approve Resolution No. 2021-06 approving a Second Amendment to the Agreement to Negotiate Exclusively with Galena for the 2nd and Hansen project. Jan Rogers seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0. Rudy Ashenbrenner abstained.

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

Wendy Davis, Parks & Recreation Director, explained the purpose of this request. Kevin Skelton, Parks Superintendent, shared information about the proposed liner. Discussion ensued and images were viewed. The city engineering department and parks department will inspect the structural integrity of the water tank prior to proceeding with the membrane.

MOTION: Jan Rogers motioned to approve up to \$5,328 for the installation of a RenoSys PVC Membrane in the Downtown water tank with a contingency of inspection by the engineer. Alexandra Caval seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- d) Presentation by Summit Creek Development concerning a proposed new revenue allocation area. Rothweiler explained the presence of Summit Creek Development and their idea to create an industrial park. Viewing a map of the proposed area currently going through the land use entitlement process for annexation into the City of Twin Falls, he summarized the upcoming processes and proposal.

Dan Brizee declared he works for Summit Creek on other unrelated projects but does not believe there is a conflict of interest.

Tyler Davis-Jeffers of Summit Creek Development added the site's location is south of Clif Bar. The approximate 80 acre development will be identified as Class A industrial with concrete tilt-up construction, which is a large concrete slab with walls built on top of the slab. He explained their concept for the project. Discussion ensued.

- e) 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.

MOTION: Andy Hohwieler moved to approve a MOU between the Agency and Summit Creek Development regarding an exclusive right to negotiate for this project. Dave McAlindin seconded the motion. Rothweiler explained the different action items and what is being asked for pursuant to this action item. Hohwieler canceled his motion.

MOTION: Andy Hohwieler moved to approve a MOU between the Agency and Summit Creek Development regarding a payment for advance planning costs for a proposed new revenue allocation area. Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- f) Retain Kushlan Associates to study a certain geographic area and prepare an Eligibility Report. Rothweiler introduced the action item. Kushlan's estimated cost of \$7,500 for the Eligibility Report would be

reimbursed by the developer pursuant to the approved MOU. The study would determine if the property proposed by Summit Creek Development would be appropriate for a revenue allocation area.

MOTION: Dan Brizee motioned to retain Kushlan Associates to study the above mentioned geographic area and prepare an eligibility study for a URA district. Jan Rogers seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

- g) 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.)*

Leon Smith, member of the URA Downtown Arts Subcommittee, recognized the committee members and shared their downtown art accomplishments. He then recognized Matt Sunderman, artist of the new downtown mural, Magic of the Valley. Dedication followed.

6) General Input/Announcements - Public/Staff: None.

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) 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.

It was noted by the Board Chair that the meeting would adjourn immediately following the Executive Session and that the Board would not return to an open meeting. Immediately prior to the Executive Session, the Board Chair indicated there would be a short break for the mural dedication and invited the public to the mural dedication outside.

MOTION: JJ McBride moved that the Board convene in executive session pursuant to Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency; and §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. Dave McAlindin seconded the motion. Roll call vote showed all members present voted in favor of moving into the Executive Session.

Jan Rogers did not attend the executive session.

Alex Caval left the executive session at 2:00 p.m. due to disclosure of a potential conflict.

Dave McAlindin moved to come out of Executive Session at 2:25 p.m. Andy Hohwieler seconded the motion. Roll call vote showed all members present voted to come out of Executive Session: 5 to 0. No final action or final decision was taken in Executive Session.

9) Adjournment

The meeting adjourned at 2:25 PM

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

	Dec 21
Ordinary Income/Expense	
Income	
Investment Income	259.67
Property Taxes	145,469.68
Rental Income	2,333.33
Total Income	148,062.68
Gross Profit	148,062.68
Expense	
RAA 4-1	
City Property Expense	
Commons (129 Hansen) & Main	386.15
Bowyer Park (122 4th Ave S)	11.53
Total City Property Expense	397.68
Downtown Art	69.00
Total RAA 4-1	466.68
Legal Expense	7,261.25
Meeting Expense	165.55
Professional Fees	39,498.84
Property Tax Expense	84.76
Total Expense	47,477.08
Net Ordinary Income	100,585.60
Net Income	100,585.60

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

October through December 2021

	Oct - Dec 21	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
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	799.68	3,325.00	-2,525.32	24.1%
Other Income	0.00	150,000.00	-150,000.00	0.0%
Property Taxes	175,434.12	7,820,517.00	-7,645,082.88	2.2%
Rental Income	6,999.99	30,000.00	-23,000.01	23.3%
Total Income	183,233.79	8,947,442.00	-8,764,208.21	2.0%
Gross Profit	183,233.79	8,947,442.00	-8,764,208.21	2.0%
Expense				
General Development Projects	39,944.57			
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	1,171.45			
Bowyer Park (122 4th Ave S)	33.27			
Total City Property Expense	1,204.72			
Downtown Art	8,383.00			
Other Properties/Projects	8,597.99			
RAA 4-1 - Other	0.00	2,871,218.00	-2,871,218.00	0.0%
Total RAA 4-1	18,185.71	2,871,218.00	-2,853,032.29	0.6%
RAA 4-3 (Chobani)				
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%
Total RAA 4-3 (Chobani)	0.00	3,775,167.00	-3,775,167.00	0.0%
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	18,493.85	65,000.00	-46,506.15	28.5%
Management Fee	0.00	208,000.00	-208,000.00	0.0%
Meeting Expense	635.58	1,500.00	-864.42	42.4%
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	39,498.84	30,000.00	9,498.84	131.7%
Property Tax Expense	84.76			
Repairs and Maintenance	0.00	69,890.00	-69,890.00	0.0%
Total Expense	121,443.31	10,638,042.00	-10,516,598.69	1.1%
Net Ordinary Income	61,790.48	-1,690,600.00	1,752,390.48	-3.7%
Other Income/Expense				
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%
Total Other Income	0.00	0.00	0.00	0.0%
Net Other Income	0.00	0.00	0.00	0.0%
Net Income	61,790.48	-1,690,600.00	1,752,390.48	-3.7%

Urban Renewal Agency of Twin Falls - January 2022 Accounts Payable

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
4589	12/20/2021	849.68	Zions First National Bank	Zions #8616 - Excess Funds	RAA 4-3(Chobani)	To record property taxes collected in the Chobani RAA 1-1004
4590	1/4/2022	208,000.00	City of Twin Falls	Management Fee	General	Management Fee for FY2021-22 (101.00.00.379.00)
4590	1/4/2022	69,889.60	City of Twin Falls	Repairs and Maintenance	RAA 4-1(Original)	Maintenance Agmt w/Parks Dept 2022 (101.00.00.379.00)
4590	1/4/2022	1,201.96	City of Twin Falls	General Development Projects	General	Park Ave 2173 (Lochner - 102.00.00.136.00)
4591	1/4/2022	7,412.50	Elam & Burke	Legal Expense	General	Professional Fees for misc tasks / #193162
4592	1/4/2022	12.01	Idaho Power	Bowyer Park (122 4th Ave S)	RAA 4-1(Original)	Power for #2220512228 for 20211209
4592	1/4/2022	243.03	Idaho Power	Commons (129 Hansen) & Main	RAA 4-1(Original)	Power for #2224040226 for 20211209
4593	1/4/2022	156.31	Intermountain Gas Company	Commons (129 Hansen) & Main	RAA 4-1(Original)	Gas for #73747812375 for 20211216
4594	1/4/2022	149.85	Scooters Chillin N Grillin	Meeting Expense	General	Lunch for 2021213 Meeting #61
4595	1/5/2022	877.00	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	2nd Av N - Snow Removal #8111
4595	1/5/2022	524.50	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	Main Ave - Snow Removal #8112
4595	1/5/2022	1,654.20	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	155 5th Av S - Snow Removal #8113
4595	1/5/2022	1,836.60	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	Idaho & 3rd St S - Snow Removal #8114
4596	1/6/2022	800.00	Aquatic Renovation Systems, Inc.	Commons (129 Hansen) & Main	RAA 4-1(Original)	Water fountain PVC Membrane (Deposit) / #5111-LL-1
4597	1/6/2022	3,526.70	Kushlan Associates	Professional Fees	General	Eligibility Report / Orchard 2022-1
4598	1/11/2022	61.25	Skinner Fawcett LLP	Legal Expense	RAA 4-4 (Cliff)	Bond Counsel for Series 2016A / #44890
4599	1/11/2022	314.50	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	2nd Av N - Snow Removal #8154
4599	1/11/2022	204.70	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	Main Ave - Snow Removal #8157
4599	1/11/2022	619.95	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	155 5th Av S - Snow Removal #8155
4599	1/11/2022	820.00	Kimberly Nurseries	Other Properties/Projects	RAA 4-1(Original)	Idaho & 3rd St S - Snow Removal #8156



Date: Monday, January 24, 2022
To: Urban Renewal Agency of the City of Twin Falls
From: Travis Rothweiler, City Manager & Interim Executive Director

ACTION ITEM

Request:

Consideration of a request from the Children's Museum of the Magic Valley for a 60-day extension to supply their funding plan.

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.

CMMV has met all milestones, which included the building conceptual designs and the financial proforma. The CMMV is requesting a 60-day extension for the submission of the funding plan that is now scheduled for January 27, 2022; due date would be on or before March 27, 2022 (as noted below).

- Museum Submittal Funding – 3/27/22 (if approved – current due date would be 1/27/2022)
- 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

The City Manager/Interim Executive Director supports the request and recommends approval. Please see the attached letter.

Approval Process:

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

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Staff recommends approval of the 60-day extension.

Attachments:

1. Children's Museum - Ext Request 20220107



January 7, 2022

Travis Rothweiler
URA Interim Director

Travis:

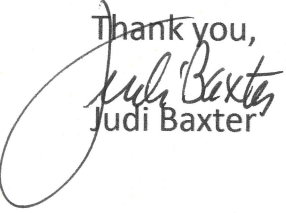
The Children's Museum of Magic Valley is requesting a 60-day extension for the submission of the funding plan that is now scheduled for January 27, 2022; due date would be on or before March 27, 2022.

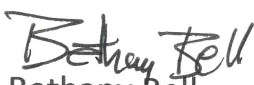
While we could submit all the required documents showing our progress by the original date, we would like to be further along. The holidays necessitated rescheduling meetings and appointments with potential donors.

Please let us know if you have any questions.

We appreciate the board's consideration of this request.

Thank you,


Judi Baxter


Bethany Bell



Date: Monday, January 24, 2022
To: Urban Renewal Agency of the City of Twin Falls
From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

Request to approve an allocation of up to \$5,850 for replacement of 13 trees that were removed as part of the 2016 Downtown Joint Utility Upgrade project in RAA #4-1.

Background:

In 2017, 13 public trees were removed during the infrastructure work done in the alleys as part of the downtown revitalization. Twin Falls City Code requires a permit for the removal of alley trees and requires the replacement of trees removed:

8-4-6 (B) 4. Prior to the removal of any public, street, or alley tree, the property owner or private tree service company intending to perform the work, which is currently licensed by the City of Twin Falls, must make a request for permit. All work must be completed within thirty (30) days of issuance of said permit; and 8-4-6 (B) 5. Whenever a public or street tree is removed, the stump of said tree shall also be removed. Permit holders shall then replace the removed tree in accordance with subsection 8-4-7(E) of this chapter. Tree replacement shall be a condition of issuance of a permit for removal, unless the Twin Falls tree commission, for good cause shown, waives such requirement. Tree replacement is the responsibility of the permit holder. (Ord. 2791, 7-6-2004)

An application for permission to remove alley trees was submitted by staff engineer, Jesse Schuerman, after the trees had been removed (see attached permit application). The permit was granted and the requirement for replacement trees to be planted was waived in the alley, due to the less favorable condition for healthy tree growth. A condition was placed requiring the Urban Renewal Agency to provide 13 trees to be placed in public spaces at the Parks Department's discretion.

No trees have been provided by the Urban Renewal Agency to date. This request is for the board to approve funds not to exceed \$5,850, equal to the estimated value of the purchase and planting of 13 trees that meet specifications for park installation. The request reflects the best estimate for the purchase and planting of thirteen 2" caliper trees at \$450 per tree.

Approval Process:

A simple majority will approve this request.

Budget Impact:

Allocation not to exceed \$5,850.

Regulatory Impact:

N/A

Conclusion:

Approval will dedicate funds for the purchase of trees pursuant to City Code.

Attachments:

1. 20170515 Tree Removal Permit



CITY OF TWIN FALLS PARKS & RECREATION

PO BOX 1907 / 136 MAXWELL AVE
TWIN FALLS ID 83303-1907
(208) 736-2265 FAX (208) 736-1548



Permit for Tree Removal

Date 5/15/17

I, Jesse Schuerman, hereby make an application to the City of Twin Falls for permission to remove a tree(s):

On ☐ Public Right-of-Way ☒ Public Property

Address of work to be done: 13 trees removed Phone: 2087357252

All work, which includes stump removal and the planting of the replacement tree(s) must be completed 30 days from (per City Code 8-4-6 (B) 4 & 5): _____

Species _____ Location of Tree(s) _____

- 1) _____
- 2) Honey Locust 221 Main Ave. E. in Alley/parking
- 3) Doug Fir 260 N. Main in Alley/parking

Reason for work Utility Work, Idaho Power, communications, etc.

The City will respond to your request within five (5) working days from the date of application.

I agree to abide by the conditions set herein: Jesse Schuerman
Contractor/Owner/Agent Date: _____

This permit is hereby approved, said work to be done under the direction of the T.F. Tree Commission.

Approved by: [Signature] Date: 5/16/17
Twin Falls Parks & Recreation Director

Completed work inspected by: _____ Date: _____

Replacement Tree Planted? Yes No

Comments: _____



Date: Monday, January 24, 2022
To: Urban Renewal Agency of the City of Twin Falls
From: Meghan Conrad, Elam & Burke

ACTION ITEM

Request:

Consider approval of an engagement letter submitted by Elam & Burke for the scope of services relating to a proposed new revenue allocation area (Orchard Drive East Project).

Background:

At the December 13, 2021, Agency Board meeting, the Board considered a presentation by Summit Creek Development (“Developer”) concerning a proposed new revenue allocation area including approximately 78 acres west of N 3300 Road E and north of Orchard Drive East and entered into a Memorandum of Understanding (“MOU”) with Summit Creek Development regarding payment for advance planning costs related to the proposed new revenue allocation area. Pursuant to the MOU, Developer agreed to provide funding in the estimated total amount of \$7,500 related to the Eligibility Study, which includes costs incurred by the consultant, Kushlan Associates and attorney’s fees. In the event the Eligibility Study is adopted by the City Council, Developer agreed to provide funding in the estimated amount of \$30,000 related to preparation of the urban renewal plan, which also includes costs incurred by the consultant, Kushlan Associates and attorney’s fees.

The proposed Elam & Burke engagement letter sets forth the proposed scope of work related to the Orchard Drive East Project and would separate fees incurred for this project that would ultimately be paid by Developer pursuant to the terms of the MOU.

Approval Process:

Majority vote of a quorum of the Agency Commissioners present at the meeting.

Budget Impact:

Estimated \$20,000 anticipated to be paid by Developer pursuant to the terms of the MOU.

Regulatory Impact:

N/A

Conclusion:

Staff recommends approval of the engagement letter.

Attachments:

1. 2022.01.03 MSC-Twin Engagement Letter for Eligibility and Plan

MEGHAN SULLIVAN CONRAD
RYAN P. ARMBRUSTER

ELAM & BURKE
ATTORNEYS AT LAW

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Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844
E-mail: msc@elamburke.com
rpa@elamburke.com

January 3, 2022

Urban Renewal Agency of the City of Twin Falls
c/o Travis Rothweiler
trothweiler@tfid.org

Re: Engagement of Elam & Burke
New Urban Renewal/Revenue Allocation Area (Proposed Orchard Drive East
Project)

Dear Travis:

In addition to Elam & Burke, P.A.'s (the "Firm") existing engagement with The Urban Renewal Agency of the City of Twin Falls (the "Agency"), thank you for considering the Firm to assist the Agency with legal matters relating to preparation of a new urban renewal/revenue allocation area and adoption of an urban renewal plan ("New Plan") within the city of Twin Falls (the "City"). We understand the area under consideration is currently located within unincorporated Twin Falls County, but within the City's Area of City Impact, and that annexation efforts are underway. The purpose of this letter is to confirm our agreement with you about what services are to be performed in connection with the preparation and approval of the New Plan for the project area.

The Firm is engaged to facilitate the preparation of the New Plan, which includes preparation of a number of documents set forth below:

- New Plan approval timeline
- Agency resolution approving eligibility report for the study area
- City Council resolution approving eligibility report and authorizing preparation of the New Plan
- Preparation of the New Plan
- Agency resolution approving the New Plan
- Correspondence to the City formally submitting the New Plan for City Council consideration
- Public hearing publication notice
- Prepare Planning and Zoning Resolution and review Planning and Zoning findings of conformity of the New Plan with the City's Comprehensive Plan
- Correspondence to taxing entities concerning the proposed New Plan and public hearing notice

- Coordinate with City Attorney regarding agreement with the Twin Falls County Highway District for the New Plan regarding Idaho Code Section 50-2908(2)(a)(iv) (if determined to be necessary)
- City Council ordinance approving the New Plan
- Post-ordinance adoption letters to state tax commission, county officials, and others regarding filing and recordation of documents
- Post-ordinance adoption letters to the taxing entities
- Coordination with City Attorney

The proposed timeline for the New Plan contemplates completion prior to December 31, 2022, and would have a January 1, 2022, base year. There will need to be significant coordination by and between City and Agency staff. For the New Plan, many of the documents will need to be reviewed and approved by the City Attorney.

The above scope of work does not include preparation of the eligibility report; however, it does include review and comment on the eligibility report prepared by an independent, third-party consultant prior to approval. Typically, the same independent consultant is retained to prepare the necessary attachments to the plan referred to as the economic feasibility study, which includes a review of the proposed project costs, anticipated revenue projections, and a conclusion that any proposed project or scope of work is financially feasible. We would assist the consultant in the preparation of the economic feasibility study and review the study's content but would not be responsible for the preparation of the data or the analysis of the data. For this scope of work, the Agency authorized the engagement of Phil Kushlan, Kushlan | Associates ("Kushlan") at the December 13, 2021, board meeting to assist in the preparation of the report and the economic feasibility study. Kushlan's scope of work will be directed and managed by the Firm; however, Kushlan will invoice the Agency directly. Kushlan estimated the costs to review the study area and prepare the eligibility report to be \$7,500. If the report finds the area is suitable for an urban renewal project, Kushlan estimates the cost of the economic feasibility study to be \$10,000.

Additionally, the above scope of work does not include retention of a surveyor or engineer to prepare the necessary map and legal description. This will be a critical step in proceeding with the New Plan.

As noted above, we recognize there will need to be close coordination with the Agency and the City as to the scope of respective responsibility. Based upon the above scope of work, we estimate the scope of legal services to be \$20,000 for the New Plan. These estimates are dependent on a straightforward proposed project and plan, including successful annexation of the proposed study area into the City. Complex uses and opposition could substantially increase those estimates.

For the scope of services to be provided, the Firm charges \$250 per hour for Ryan Armbruster, \$225 for shareholders and of counsel, \$200 per hour for associates, and \$100 per hour for paralegal time. I will serve as the primary contact on any engagement.

Please understand we will bill you for all attorney and/or paralegal time expended on the

legal work we do for you. This will include, among other things, time spent in appointments, meetings, telephone calls, consulting with others, and attending Twin Falls City Council and/or Agency Board meetings (either in-person or virtually).

While we do not need to be physically present at all meetings related to the eligibility report approval process and/or the plan and/or plan approval process, there are specific points in the process where personal attendance is strongly recommended, such as any work sessions between the Agency and the City, work sessions/meetings with Twin Falls County, Agency approval of the eligibility report and the plan, and City Council approval of the eligibility report and plan. Otherwise, we may be able to be present telephonically and/or virtually at meetings depending on the will of the Board.

Due to our relationship, the Firm will not seek a retainer on these matters. We will charge fees for services at our standard hourly rates and as noted above. Our fees are based on the amount of time required at various levels of responsibility, plus costs and expenses. Fees and costs will be billed monthly and are payable upon presentation of our invoices. If fees and costs are not paid within sixty (60) days following the invoice date, we may terminate our engagement but retain the right to collect all amounts due and unpaid by you.

The estimated total attorney fee cost for legal work is an estimate only. The ultimate cost of work to the client is determined by many factors that cannot be predicted.

In order to facilitate the approval process, reduce the overall cost, and provide the most efficient method for the approval of the New Plan, several activities would need to be accomplished by Agency resources or City officials:

1. Distribution and publication of the required notices and other documents which must be provided under state law.
2. Filing and recording of the required documents with the taxing entities, the County Assessor, County Recorder, and Tax Commission.
3. Input and assistance from the City and others on the desired or required public improvements and facilities and cooperation from property owners or others on potential new development within the proposed new project area.

We understand the Agency approved a Memorandum of Understanding (“MOU”) between the Agency and Summit Creek Development, LLC (“Developer”), at its December 13, 2021, board meeting in which the Developer agrees to provide the Agency advance funding of the costs and expenses in order to complete the eligibility report process and if the study area is deemed eligible, the Developer also agrees to provide to the Agency advance funding of costs and expenses for the preparation of the New Plan.

We understand the New Plan project area is anticipated to have a 2022 base year. After receiving additional information from the Agency, we can provide potential timelines for the for

January 3, 2022

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the new plan.

Please call if you have any questions about anything contained in this letter. We appreciate the opportunity to work with the Agency on this assignment, and we want our relationship with you to be a good one. We are deeply committed to the proposition that our clients must be satisfied with the quality of our services as well as the amount of our charges. Our effectiveness and your best interest are enhanced by an atmosphere of candor and confidence between us, not only as to the facts and circumstances of the legal issues on which we are working, but also as to the attorney-client relationship itself. If at any time you have questions concerning our work or our fees, we hope that you will contact us immediately.

If this proposal meets with your approval, please so indicate by your execution of a copy of this letter and return of the same to our attention. Please retain a signed copy for your records.

Sincerely,

ELAM & BURKE
A Professional Association

A handwritten signature in blue ink, reading "Meghan S. Conrad". The signature is written in a cursive, flowing style.

Meghan S. Conrad

MSC/ksk

January 3, 2022

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Accepted and Approved:

URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

By _____
Chairman

Dated

4861-1753-9590, v. 1



Date: Monday, January 24, 2022
To: Urban Renewal Agency of the City of Twin Falls
From: Meghan Conrad, Elam & Burke

ACTION ITEM

Request:

Request to approve Kushlan Associates Task Order #2 for an Eligibility Report and Economic Feasibility Report relating to a proposed new revenue allocation area (Orchard Drive East Project).

Background:

At the December 13, 2021, Agency Board meeting, the Board considered a presentation by Summit Creek Development (“Developer”) concerning a proposed new revenue allocation area including approximately 78 acres west of N 3300 Road E and north of Orchard Drive East and entered into a Memorandum of Understanding (“MOU”) with Summit Creek Development regarding payment for advance planning costs related to the proposed new revenue allocation area. Pursuant to the MOU, Developer agreed to provide funding in the estimated total amount of \$7,500 related to the Eligibility Study, which includes costs incurred by the consultant, Kushlan Associates and attorney’s fees. In the event the Eligibility Study is adopted by the City Council, Developer agreed to provide funding in the estimated amount of \$30,000 related to preparation of the urban renewal plan, which also includes costs incurred by the consultant, Kushlan Associates and attorney’s fees.

The Agency Board authorized retention of Kushlan Associates to study the proposed project area. Kushlan Associates estimated the cost of the scope of work related to the Eligibility Study to be \$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 as part of an urban renewal plan. Kushlan Associates estimates the cost of the scope of work related to the Eligibility Study to be \$10,000.

Pursuant to the Board action at the December 13, 2021, meeting, Kushlan Associates has already commenced work on the Eligibility Study.

The Agency has an existing Professional Services Agreement, On-Call Services, dated April 12, 2021, with Kushlan Associates. The proposed Task Order #2 would address the proposed scope of services related to the Orchard Drive East Project. Fees incurred for this project will be separately tracked and ultimately paid by the Developer pursuant to the terms of the MOU.

Approval Process:

Majority vote of a quorum of the Agency Commissioners present at the meeting.

Budget Impact:

Estimated \$17,500 anticipated to be paid by Developer pursuant to the terms of the MOU.

Regulatory Impact:

N/A

Conclusion:

Staff recommends approval of Task Order #2.

Attachments:

1. 2021.04.12 Kushlan Professional Services Agreement
2. Kushlan - Task Order #2 Orchard Dr.

PROFESSIONAL SERVICES AGREEMENT
On-Call Services

TITLE: On-Call Services

PROFESSIONAL SERVICES AGREEMENT

This agreement is entered into on the date listed below between The Urban Renewal Agency of the City of Twin Falls hereinafter referred to as "AGENCY" whose address is 203 Main Avenue East, Twin Falls, ID 83301, whose telephone number is (208) 735-7240, and Kushlan | Associates, hereinafter referred to as "CONSULTANT", whose office is Post Office Box 8463, Boise, ID 83707, whose business phone number is (208) 433-9352 and whose fax number is (208) 433-8429.

Section 1. Consultant Services.

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

Section 2. Schedule

CONSULTANT shall be in a position to offer services from March 8, 2021, and shall continue to a time acceptable to the "AGENCY".

Section 3. Compensation.

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

Section 4. Method of Payment; Periodic Payments.

- A. CONSULTANT shall invoice the "AGENCY" no more than once per month.
- B. All invoices shall be paid by "AGENCY" within thirty (30) days of receipt of a proper invoice.
- C. CONSULTANT shall keep time and expense records, other cost records and accounts pertaining to this agreement, available for inspection by "AGENCY" representatives for three (3) years after final payment. Copies shall be made available on request.

- D. If the services rendered do not meet the requirements of the agreement, CONSULTANT will correct or modify the work to comply with the agreement. The "AGENCY" may withhold payment for such work until the work meets the requirements of the agreement.

Section 5. Discrimination and Compliance with Laws

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

Section 6. Term and Termination of Agreement

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

Section 7. Ownership of Work Product

All data, materials, reports, memoranda, and other documents developed under this agreement shall become the property of the "AGENCY", shall be forwarded to the "AGENCY" at its request and may be used by the "AGENCY" as it sees fit.

Section 8. General Administration and Management

The Executive Director (or Chairman of the Board of Commissioners) of the "AGENCY" shall oversee and approve all services to be performed, coordinate all communications and review and approve all invoices, under this agreement.

Section 9. Hold Harmless

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

Section 10. Independent Consultant

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

Section 11. Subletting or Assigning Contract

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

Section 12. Extent of Agreement/Modification

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

IN WITNESS WHEREOF, AGENCY and CONSULTANT have executed this Agreement as of April 12, 2021

CONSULTANT

By: 

Principal

**The Urban Renewal Agency of the
City of Twin Falls**

By: 

Chair

Attachment A

Task Order

Task Order # _____

Date: _____

Project Title: _____

Project Description:

Expected Deliverable:

Anticipated Timeline (If known):

Anticipated Cost:

By: Consultant

By: Urban Renewal Agency of the
City of Twin Falls, Idaho

Principal

Chairman

Attachment B

Rates

Phillip Kushlan ----- \$175.00 / hour

Mileage ----- per federal reimbursement rate – currently \$0.56 / mile

Other travel ----- Actual cost w/o markup

**Twin Falls Urban Renewal Agency
Task Order**

Task Order # 2

Date: January 18, 2022

Project Title: Eligibility Report and Economic Feasibility Report for Orchard Drive Revenue Allocation District

Project Description: Prepare and present a report on the eligibility of a proposed revenue allocation district. If the report is approved by the TFURA Board of Commissioners and the Twin Falls City Council, then prepare and present a report on the economic feasibility of the proposed revenue allocation area.

Expected Deliverables:

- 1) An Eligibility Report applying the statutory criteria for creating urban renewal districts in Idaho.
- 2) An economic feasibility report to be included as Attachment 5 of a subsequent urban renewal plan demonstrating the financial viability of the district.

Anticipated Timeline: All work to be completed before December 31, 2022

Anticipated Cost:

- 1) Eligibility Report: \$7,500
- 2) Economic Feasibility Report: \$10,000

By: Kushlan | Associates

By: Urban Renewal Agency of the
City of Twin Falls

Principal

Chairman