Urban Renewal Agency
Agenda

Monday, November 21, 2022, 12:00 PM

City Hall - Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Andy Hohwieler, Dan Brizee, Jan Rogers, 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 October 17, 2022 meeting; 2) Minutes for the October 24, 2022 meeting; 3) October 2022 Financial Report, and 4) November 2022 Accounts Payable.

      By: Lorrie Bauer, Administrative Assistant

4) Reports/Updates

   a) **INFORMATIONAL:** Executive Director's Report

      By: Shawn Barigar, Executive Director

5) Items of Consideration

   a) **ACTION ITEM:** Request to consider the allocation of funds for repairs to and maintenance and operation of Main Avenue and the Downtown Commons.

      By: Wendy Davis, Parks and Recreation Director

   b) **ACTION ITEM:** Consider approval of the Schedule of Regular Meetings for 2023.

      By: Lorrie Bauer, Administrative Assistant

6) Public Input/Announcements - Public/Staff

7) Upcoming Meeting(s)

   a) Wednesday, December 14, 2022, @ 1:30 pm.

8) Executive Session

   a) **ACTION ITEM:** Executive Session pursuant to Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code.
      (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, por favor llame a Josh Palmer al teléfono (208) 735-7312.

Urban Renewal Agency
Minutes

Monday, October 17, 2022, 12:00 PM

- SPECIAL MEETING -

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

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

1) Confirmation of Quorum/Call Meeting to Order

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

Absent: Andy Hohwieler

Staff Present: Lorrie Bauer, Administrative Assistant; Shawn Barigar, Executive Director; Jesse Schuerman, Staff Engineer; Brent Hyatt, Assistant Finance Director; Travis Rothweiler, City Manager; Jonathan Spendlove, Planning & Zoning Director; Ruth Pierce, City Council Liaison; Breanna Howard, Finance Director.

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

2) Conflict of Interest Declaration

None.

3) Consent Calendar

a) Request to approve 1) Minutes for the September 12, 2022 meeting; 2) Minutes for the September 26, 2022 meeting; 3) September 2022 Financial Report, and 4) October 2022 Accounts Payable.
MOTION: Jan Rogers moved to approve the consent calendar as presented. Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

4) Reports/Updates

a) Executive Director's Report
Travis Rothweiler introduced Shawn Barigar as the new Economic Development Director and Urban Renewal Executive Director for the City of Twin Falls.

The URA Downtown Arts Subcommittee has completed its mission. Art projects include murals in the downtown commons area, wrapped electrical boxes, John Hayes statue contribution, a mural on Claude Brown's wall, a mural on the alley wall of city hall, and a Public Art Directory, with a QR code, located on the Hansen St. side of the downtown commons. The Agency allocated $100,000 for public art. Since the formation of the Subcommittee, $94,738.50 has been spent adding attractive public art in the downtown area. The remaining allocated funds in the amount of $5,261.50, will be given to the city's Public Art Commission to help with the future maintenance of the murals. A robust "thank you" to the committee was extended.

GGLO is working to develop the vision for the proposed Old Towne 2 area. A kick-off meeting is being planned. Individual stakeholders and shareholders will be included in the master visioning process.

5) **Items of Consideration**

a) Consideration of a request to spend up to $22,000 to install a new power pole, 3 phase transformer bank, and service to upgrade a building located at 248 Idaho Street South for the possible expansion of Caval Business.
Travis Rothweiler reintroduced the request. This item was first presented during the August 8, 2022 meeting, but Mr. Caval was not in attendance for questions so consideration was moved to a later date. Mr. Caval explained the purpose of his request. Discussion ensued.
MOTION: Dave McAlindin moved to approve an amount not to exceed $22,000 for reimbursement of costs related to the installation of a new power pole, 3 phase transformer bank, and to upgrade service. Dan Brizee seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

Dave McAlindin indicated he was against the issuing of utility aid without a concrete policy put in place by the Agency and would like to see further discussion in a future meeting.

b) Consideration of a request to partner with the City of Twin Falls on the submittal of a planning grant through the Reconnecting Communities Pilot Discretionary Grant application in the amount of $12,500.
Travis Rothweiler shared the history of previous studies and explained how the planning grant would benefit the city. If awarded, the funds would be used to complete a comprehensive traffic survey of both the 2nds and any proposed new route(s), conceptual engineering drawings, overview of recommendations for both the new location of Highway 30 as well as the improvements to the 2nds, a high-level environmental scan, and stakeholder/community outreach. Jacobs Engineering is assisting with the grant writing. He shared that this partner request is a qualifying infrastructure improvement expense that supports additional growth in the city's downtown and revenue allocation area. He added that study grants usually move forward to a funded project.
MOTION: Jan Rogers moved to partner with the City of Twin Falls on the submittal of a planning grant through the Reconnecting Communities Pilot Discretionary Grant application in the amount of $12,500. Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

c) Consideration of a request to approve Resolution No. 2022-10 authorizing an amendment to the Bylaws of the Urban Renewal Agency of the City of Twin Falls.
Travis Rothweiler explained the reasons for the request to change the regular meetings from the second Monday of each month to the third Monday of each month. If approved, the third Monday schedule would begin on November 21, 2022.
MOTION: JJ McBride moved to approve Resolution No. 2022-10 authorizing an amendment to the Bylaws of the Urban Renewal Agency of the City of Twin Falls. Jan Rogers seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

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

7) **Upcoming Meeting(s)**

a) Monday, November 21, 2022, @ 12:00 pm.

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.)
MOTION: Dave McAlindin moved to enter into the executive session pursuant to Idaho Code §74-206(1)(c) to acquire an interest in real property not owned by a public agency. JJ McBride seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0. The public portion of the meeting ended at 12:35 pm.

9) Adjournment
The meeting adjourned at 1:22 PM.

____
Lorrie Bauer, Administrative Assistant

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Minutes

Monday, October 24, 2022, 2:00 PM

*** * SPECIAL MEETING * ***

Council Chambers
203 Main Avenue East- Twin Falls, Idaho

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

1) Confirmation of Quorum/Call Meeting to Order

Present:	JJ McBride, Andy Hohwieler, Dan Brizee, Rudy Ashenbrener, and Dave McAlindin (via phone)
Absent:	Jan Rogers
Staff Present:	Lorrie Bauer, Administrative Assistant; Travis Rothweiler, City Manager & Acting Executive Director; Shawn Barigar, Executive Director; Brent Hyatt, Assistant Finance Director; and Ruth Pierce, City Council Liaison

Chair Ashenbrener called the meeting to order at 2:01 PM. A quorum was present.

2) Conflict of Interest Declaration

Chair Ashenbrener disclosed that both items on the agenda possibly had a previous conflict, but the actions are now in Addendum form which removes his conflict involving TitleFact to close real property. Addendum #1 for both items of consideration was received the morning of this meeting naming First American Title Company as the closing company.

3) Items of Consideration

a) Consider Resolution No. 2022-11, Assignment of Buyer's Interest, for the acquisition of real property in the Twin Falls Townsite, Final & Amended, Lots 4 and 5 of Block 118 (Parcel No. RPT0001118004B), also known as 215 Shoshone St. South, at the cost of $194,000 plus appropriate closing costs.
Travis Rothweiler announced he would talk about both projects (Action Items a and b) with one presentation as he believed they work well together and that the Resolutions must be considered independently.
Using an online map, the project areas were identified. He shared that acquiring these properties would assist in continued growth and development in the downtown area.
Discussion included existing structures on the properties and future options.
MOTION: Andy Hohwieler moved to approve Resolution No. 2022-11, the Assignment of Buyer's Interest, for the acquisition of real property better known as 215 Shoshone St. South at a cost of $194,000, plus appropriate closing costs. JJ McBride seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

b) Consider Resolution No. 2022-12, Assignment of Buyer's Interest for the acquisition of real property in the Twin Falls Townsite, Final & Amended, Lots 18-28, Block 118, and NW'LY 7.06' of SW'LY 40.92 in Lot 29, Block 118, (Parcel Nos.: RPT0001118025B, RPT0001118022A, RPT00011180210, RPT0001118019A, RPT00011180180), also known as 139 3rd Avenue South, at the cost of $1,200,000 plus appropriate closing costs.
Travis Rothweiler included this item in the presentation of Action Item 3)a) above.

MOTION: Andy Hohwieler moved to approve the consideration of Resolution No. 2022-12, Assignment of Buyer's Interest for the acquisition of real property better known as 139 3rd Avenue South at the cost of $1,200,000, plus appropriate closing costs. Dan Brizee seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

c) Agency policies for participation with private developments.
To understand and formalize a process when the Agency is approached for assistance with investment utility infrastructure, mainly power, Travis Rothweiler recommended that requests be made during the "General Input/Announcements - Public/Staff" section of the agenda. The Agency can then ask staff to place the request on a future agenda or share that the request is not a practice you want to move forward with. Discussion ensued. Chair Ashenbrener directed staff to inform those inquiring about assistance with a project to make their formal request to appear on the agenda during the "General Input/Announcements" portion of the agenda.

4) Upcoming Meeting(s)

a) Monday, November 21, 2022, @ 12:00 pm.

5) 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.)
Executive Session was cancelled.

6) Adjournment
MOTION: Andy Hohwieler moved to adjourn JJ McBride seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.
The meeting adjourned at 2:25 PM.

____
Lorrie Bauer, Administrative Assistant

DRAFT

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
October 2022

			Oct 22
Ordinary Income/Expense			
Income			
Investment Income			9,655.61
Property Taxes			2,833.92
Rental Income			2,333.33
Total Income			14,822.86
Gross Profit			14,822.86
Expense			
RAA 4-1			
City Property Expense			
Commons (129 Hansen) & Main	6,983.03		
Bowyer Park (122 4th Ave S)	19.86		
Total City Property Expense		7,002.89	
Downtown Development		3,500.00	
Other Properties/Projects		75.00	
Total RAA 4-1			10,577.89
Insurance Expense			1,851.00
Legal Expense			21,059.21
Meeting Expense			326.78
Total Expense			33,814.88
Net Ordinary Income			-18,992.02
Net Income			**-18,992.02**

Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD
October 2022

	Oct 22	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	0.00	50,000.00	-50,000.00	0.0%
Investment Income	9,655.61	5,410.00	4,245.61	178.5%
Other Income	0.00	150,000.00	-150,000.00	0.0%
Property Taxes	2,833.92	4,880,023.00	-4,877,189.08	0.1%
Rental Income	2,333.33	30,000.00	-27,666.67	7.8%
Total Income	14,822.86	5,115,433.00	-5,100,610.14	0.3%
Gross Profit	14,822.86	5,115,433.00	-5,100,610.14	0.3%
Expense				
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	6,983.03			
Bowyer Park (122 4th Ave S)	19.86			
Total City Property Expense	7,002.89			
Downtown Development	3,500.00			
Other Properties/Projects	75.00			
Total RAA 4-1	10,577.89			
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	0.00	1,319,283.00	-1,319,283.00	0.0%
Debt Pay. (Chobani) Principal	0.00	2,310,000.00	-2,310,000.00	0.0%
Total RAA 4-3 (Chobani)	0.00	3,629,283.00	-3,629,283.00	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	557,150.00	-557,150.00	0.0%
Debt Payments - Principal	0.00	740,000.00	-740,000.00	0.0%
Dues and Subscriptions	0.00	5,000.00	-5,000.00	0.0%
Insurance Expense	1,851.00	1,889.00	-38.00	98.0%
Legal Expense	21,059.21	35,000.00	-13,940.79	60.2%
Meeting Expense	326.78	2,500.00	-2,173.22	13.1%
Miscellaneous	0.00	500.00	-500.00	0.0%
Office Expense	0.00	500.00	-500.00	0.0%
Professional Fees	0.00	10,000.00	-10,000.00	0.0%
Total Expense	33,814.88	4,987,322.00	-4,953,507.12	0.7%
Net Ordinary Income	-18,992.02	128,111.00	-147,103.02	-14.8%
Other Income/Expense				
Other Income				
Transfers In	0.00	4,278,333.00	-4,278,333.00	0.0%
Transfers Out	0.00	-4,278,333.00	4,278,333.00	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	**-18,992.02**	**128,111.00**	**-147,103.02**	**-14.8%**

November 2022 Accounts Payable

Check #	Date	Name	Paid Amount	Account	Memo	Class/Fund
4685	10/18/2022	Lorrie Bauer	186.78	Meeting Expense	Reimbursement for 20221017 Lunch (McAlister's)	General
4686	11/17/2022	City of Twin Falls	1,883.84	Other Properties/Projects	Reimbursement for 13 Trees per 20220124 Minutes	RAA 4-1 (Original)
4687	11/17/2022	City of TF Public Art Commission	5,261.50	Downtown Arts	Funds to Maintain the Downtown Murals 127-00-00-376-00	RAA 4-1 (Original)
4688	11/17/2022	Elam & Burke	4,920.00	Legal Expense	Professional Fees for Service -02 / #198900	General
4688	11/17/2022	Elam & Burke	698.00	Legal Expense	Professional Fees for Service -06 / #198901	Orchard Dr. E
4689	11/17/2022	Intermountain Gas Company	39.55	Commons (129 Hansen) & Main	Gas for #73747812375 for 20221018	RAA 4-1(Original)
4690	11/17/2022	Kushlan Associates	2,800.00	General Development Projects	Eligibility Rpt & Framework for Old Towne 2 RAA #2022-5 (Oct)	General
4691	11/17/2022	Redevelopment Assoc. of Idaho	4,600.00	Dues & Subscriptions	General FY 2023 Dues $1,200 & Legislative Contrib $3,400 / #M16023	General
4692	11/17/2022	Twin Falls County Treasurer	12.04	Property Tax Expense	RPT00107212550 - Rock Creek Canyon	RAA 4-1 (Original)
4692	11/17/2022	Twin Falls County Treasurer	30.30	Property Tax Expense	RPT00107171241 - 274 Victory Ave	RAA 4-1 (Original)
4692	11/17/2022	Twin Falls County Treasurer	691.27	Property Tax Expense	RPT0001132010 - 164 3rd Av S (Lots 10-12 Blk 152)	RAA 4-1 (Original)
4692	11/17/2022	Twin Falls County Treasurer	1,862.91	Property Tax Expense	RPT0001132013 - 164 3rd Av S (Lots 13-16 Blk 152)	RAA 4-1 (Original)
4693	11/17/2022	Times-News	826.12	Legal Expense	Orchard Dr E Public Hearing Notice / #131771-1	General (Orchard Dr. E)

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, November 21, 2022

To: Urban Renewal Agency of the City of Twin Falls

From: Shawn Barigar, Executive Director

Executive Director's Report

Project updates:

1. Interviews with applicants for the vacant seat on the Urban Renewal Agency Board have been completed and Mayor Ruth Pierce will bring forward a recommendation to appoint Eric Smallwood to the seat at next Monday's City Council meeting.
2. GGLO has launched its work on the Downtown / Old Towne Master Planning process. Stakeholder interviews are underway and the Working Group has reviewed the initial discovery process which should wrap up in the next month or so. Drafting of the Master Plan will begin in December with an expected Final Master Plan in March/April.
3. The Twin Falls City Council adopted an ordinance on Monday, November 14, 2022, to approve the Urban Renewal Plan for the Orchard Drive East Urban Renewal Project. Final steps for publication and appropriate reporting to the State Tax Commission are underway and should be completed in the near future.
4. The final closings on the purchase of properties in the Shoshone Street South / 3rd Avenue West area have been completed.
5. The Main Avenue Lofts at 160 Main held a ribbon cutting on Thursday, November 10, 2022, and have received temporary occupancy approval to open the residential portion of the building. They're progressing with the completion of the other floors and exterior landscaping, sidewalks, and reopening of Hansen Street.
6. The future development of the 2nd and Hansen Project continues to move forward. The developers had secured a planning group, Axiom, to lead the design of the project parking garage. They expect plans to share in the coming weeks. Pivot North will collaborate with Axiom to work on the multi-family building at 2nd and Hansen and are exploring the timing of future development within the project.
7. The Children's Museum of the Magic Valley continues to make progress in their funding plan for the facility.

Attachments**:**

None

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Monday, November 21, 2022

To: Urban Renewal Agency of the City of Twin Falls

From: Wendy Davis, Parks and Recreation Director

ACTION ITEM

Request:

Request to consider the allocation of funds for repairs to and maintenance and operation of Main Avenue and the Downtown Commons.

Background:

The Urban Renewal Agency has contracted with the City of Twin Falls Parks Department for the maintenance of the downtown area. With the dissolution of the current area, there will be a gap in the budget for 2023 for maintenance and operation expenses. The Parks Department is requesting the URA allocate funds to offset the anticipated and unbudgeted increase to the maintenance and operation budget. These include utilities, plants, and hanging baskets.

Additionally, there are a few final repairs and replacements necessary to make the Commons fountain and area whole. These include replacement lights for the fountain, tree replacements, and acid system replacement.

Approval Process:

A simple majority will approve a decision to allocate funds.

Budget Impact:

The total of the Maintenance and Operation expenses through September 2023 and the final repairs and replacements is $20,423.39.

Regulatory Impact:

None

Conclusion:

N/A

Attachments:

1. City of Twin Falls Parks Department URA Funding Request
2. 221014-P16375-Twin Falls-Lighting Quote-CMPB
3. City of Twin Falls 2023 Hanging Baskets
4. Downtown Planters
5. 3 replacement trees

City of Twin Falls Parks Department URA Funding Request

Funds requested to cover Maintenance and Operation expenses:

Utilities…………..$3,578

Bowyer Park power	$100
Downtown Commons power	$2,654
Downtown Commons natural gas	$824

Plants……………..$9,477

Hanging Baskets	$6,027
Flowers for planters	$3,450

Total Plants and Utilities…….$13,055

Funds requested for final repairs and replacements:

Fountain Lights $1,920.00
(will replace the remaining lights in the fountain)

Replacement of 3 trees $448.39
(will replace the 3 trees in the parking lot behind the Commons restroom that died out of warranty)

Acid system replacement $5,000.00
(adds an acid tablet feeder system to eliminate the ongoing issues and safety concerns with the acid pump)

Total Final Repairs & Replacements ………… $7,368.39

The total of the Maintenance and Operation expenses through September 2023 and the final repairs and replacements is $20,423.39.

Quotation

Equip:	$1,800.00
Freight / Crating:	$120.00
Total:	$1,920.00

Project No: P16375 **Version: CMP B**

Twin Falls Downtown Commons

Friday, October 14, 2022
Valid For 90 Days

Qty	Part Number	Part Description	Price	Price Extended
(4)	FX-LED-FS-RGB	Underwater freestanding RGB LED light fixture; 6" diameter, type 304 stainless steel construction, 24VDC, 27 watt LED fixture with (9) diodes. Fixture includes adjustable yoke & tripod assembly, tempered glass lens with silicone gasket, stainless steel entry cord seal and 20 feet of submersible cable.	$450.00	$1,800.00
(1)	PRODUCT WARRANTY	One Year Equipment Warranty	$0.00	$0.00
(1)	SALES TAX	Quoted prices do not include sales tax amount; this will be added at time of invoicing.	$0.00	$0.00

To accept this quotation, please sign here and return.

Type/Print ____________________________

Signature ____________________________

Date ____________________________

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com

Performance Guarantee & Warranty

Performance Guarantee

Fountain People, A PlayCore Company shall guarantee the performance of the system design to produce the specified effects provided all equipment is purchased and installed per our recommendations and all of the architectural details we provide areincorporated into the system installation. In the event that others have provided the system design or our recommendations are not utilized, guarantee shall be limited to the performance of the furnished equipment only.

Warranty

1. Fountain People, A PlayCore Company shall warrant all properly installed and maintained equipment (except lamps) for a period of one year from date of original shipment.
2. For systems with a factory start-up, the warranty shall extend 18 months from date of original shipment or one year from date of start-up, whichever comes first.
3. Fountain People, A PlayCore Company at their option, shall replace or repair any materials, components, or workmanship found to be defective within the warranty period when returned to the factory, freight pre-paid.
4. No component may be returned to Fountain People, A PlayCore Company for repair or replacement without an approved Return Materials Authorization (RMA).
5. Any maintenance or repairs done without the pre-authorization of Fountain People, A PlayCore Company or its authorized service providers shall void all warranties

Exclusions

This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, or other conditions beyond the control of Fountain People, A PlayCore Company. Nor does this warranty cover labor, freight charges, or incidental materials required to implement repairs. Fountain People, A PlayCore Company shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by Fountain People, A PlayCore Company. Fountain People, A PlayCore Companywill not accept liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations. These extraordinary costs shall be the responsibility of the customer, regardless of the reason necessitating removal of the product from service. This warranty may exclude damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals totreat water. No other warranty, expressed or implied, exists beyond that included in this statement.

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com

Terms & Conditions

1. TERMS AND CONDITIONS, which follow, shall constitute the entire sales agreement between the parties. Any contrary or additional terms and conditions submitted by the purchaser shall be null and void unless specifically acknowledged in writing by Fountain People, Inc. (FPI) at the time of order acceptance.
2. PURCHASE ORDERS must be submitted in writing and be signed by an authorized representative of the purchaser. Purchase orders must be made out to “Fountain People, Inc.” – not to our agent or any other party. All purchase orders must reference a specific “Equipment List” or equipment by catalog number. No purchase order will be accepted which references equipment “per Plans and Specifications”.
3. ACCEPTANCE OF ORDERS takes place only when the order is acknowledged in writing by Fountain People, Inc. FPI reserves the right to reject any order.
4. PRICES are firm for 90 days from date quoted unless otherwise stated in writing. Prices on accepted purchase orders will be firm for six months from date of order. Orders not released within six months will be billed at price in effect at time of shipment.
5. SALES TAXES: (Customer) is solely responsible for prompt payment of any and all Taxes to the appropriate tax authority. Fountain People, Inc. shall not be liable for any of (Customer) income taxes, franchise tax or similar tax measured by (Customer) gross income or any business and operating licenses, fees and permits imposed upon (Customer) business operations. FPI shall not be liable to (Customer) for any employment related tax, fee, or charge. FPI will collect Sales and Use Taxes in the following states as applicable: Alabama, Arizona, Arkansas, California, Florida, Kansas, North Carolina, Pennsylvania, and Texas. Quoted prices do not include sales tax amount, which will be added at time of invoicing.
6. TERMS OF PAYMENT FOR DOMESTIC SHIPMENTS may vary depending on the degree of custom fabrication in the purchased equipment and the credit history of the purchaser. Standard payment terms are 50% deposit, with balance due upon shipment.
7. TERMS OF PAYMENT FOR INTERNATIONAL SHIPMENTS: Fountain People, Inc. will accept 50% cash deposit, with the balance due prior to shipment. In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed at the FPI manufacturing facility for the purpose of payment.
8. A service charge of 1.5% per month will be added to all invoices not paid within terms. Delinquent accounts will be subject to credit hold, stop notices, lien filings, or litigation, as necessary.
9. RETENTIONS: Fountain People, Inc. is a material supplier, not a contractor and, as such, will not accept retention of payment in any form. As a corporation, FPI is required by law to report income directly to the IRS, are not bound by IRS Code 6109, and therefore should not receive 1099s, nor should payments be withheld on this premise.
10. MATERIAL LIENS: As a vendor, supplier, and material manufacturer, Fountain People, Inc. does not waive any right to lien or other security interest. Purchaser shall agree to furnish upon request all information required to complete such lien or security interest. Conditional and unconditional waivers shall be furnished to purchaser upon request and when appropriate.
11. DELIVERY will be made via common carrier. Fountain People, Inc. assumes no liability associated with shipping delays resulting from causes beyond its control. All shipments will be made FOB, San Marcos, Texas. Requests by the purchaser for air freight shipments or other special handling will be billed to the purchaser.
12. RETURNS will not be accepted unless accompanied by a Return Material Authorization (RMA). Requests to return material must contain the original invoice number and the reason for return. Returned material will be inspected upon receipt to determine condition. Approved warranty returns will be credited to purchase within 30 days of receipt. Materials returned new and unused will be subject to a minimum 40% restocking charge. No credit will be issued for any modified, custom, or discontinued items. All freight for return items will be at purchaser’s expense. No freight collect shipments will be accepted.
13. CANCELLATIONS made after orders are released for fabrication and shipment will be subject to a cancellation charge. Custom fabricated items may not be canceled and must be paid in full even if refused.
14. FOUNTAIN SYSTEMS AND COMPONENT WARRANTY: Fountain People, Inc. shall warrant all properly installed and maintained equipment (except lamps) for a period of one year from date of shipment. For systems with a factory start-up, the warranty shall

extend for 18 months from date of shipment or one year from date of start-up, whichever comes first. FPI, at its option, shall replace or repair any materials, components, or workmanship found to be defective within the warranty period when returned to the factory freight prepaid. No component may be returned to FPI for repair or replacement without an approved return material authorization.

15. This warranty does not include damage resulting from lightning, vandalism, improper maintenance, operator error, or other conditions beyond the control of Fountain People, Inc. Nor does this warranty cover labor, freight charges, or incidental materials required to facilitate fountain repairs. FPI shall not be held liable for damage to other equipment or materials, or loss of time, profits, or any inconvenience, directly or indirectly, resulting from the failure of equipment or materials furnished by FPI. Fountain People, Inc. will not accept liability for consequential loss or liquidated damages in connection with this order.

16. No other warranty, expressed or implied, including the warranties of merchantability exists beyond that included in this statement. In the event of any conflict between the terms and conditions contained herein and any terms and/or conditions contained within the agreement or purchase order, these terms and conditions contained shall supersede and prevail.

Fountain People
4600 Hwy. 123
San Marcos, TX 78666

T: 512.392.1155
F: 512.392.1154
E: info@fountainpeople.com

www.fountainpeople.com
www.waterodyssey.com

Moss Greenhouses, Inc.
296 S. 300 E.
Jerome, ID
83338
Phone: (208) 324-1000
Fax: (208) 324-7391
www.mossgreenhouses.com

Acknowledgement

Ship Date	Invoice #
05/29/2023	SI-42341

Bill To :
City of Twin Falls
203 Main Ave. E
Twin Falls ID. 83301
Ph. (208) 000-0000

Ship To :
City of Twin Falls
203 Main Ave. E
Twin Falls ID 83301
Ph. (208) 000-0000

PO NUMBER	TERMS	SHIP VIA	SALES REP.	COMMENT	ENTERED DATE
	NET 30	MOSS TRUCK			11/16/2022

PRODUCT ID	QUANTITY	SIZE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
HANGING BASKET					
12884	93	HB 16"	Basket and A Half Sun Assortment	60.40	5,617.20

Moss Greenhouses strives to always provide quality product. Please contact us if you have any concerns with out product. Thank you
Moss Greenhouses (208) 324-1000

	Subtotal:	$5,617.20
7%	**Freight:**	$409.61
	Sales Tax:	$337.03
	Amount Due:	$6,363.84

Terms Discount:	$0.00
Due if paid by 6/28/2023:	$6,363.84

Windsor's Nursery

#PWC-C-17529-B-4 / #RCE12767

3796 N. 3386 E.
Kimberly, Idaho 83341
208-734-2481
info@windsorsnursery.com | windsorsnursery.com

RECIPIENT:

City of Twin Falls Urban Renewal Agency

P. O. Box 1907
Twin Falls , Idaho 83303

SERVICE ADDRESS:

Hansen Street
Main Street
Twin Falls, Idaho 83303

Estimate #1040

Sent on	10/28/2022
Description	17 Annual Planters
Total	**$3,910.00**

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
2023 Planter Spring/Summer Design Install	15 planters Spring/Summer planters custom on site designed with a mix of colorful annual flowers, ornamental annual grasses and annual foliage plants to make an eye catching attractive container that we see best fits the location of the planter.	15	$230.00	$3,450.00*
2023 Planter Spring/Summer Design Install	2 planters on Shoshone Spring/Summer planters custom on site designed with a mix of colorful annual flowers, ornamental annual grasses and annual foliage plants to make an eye catching attractive container that we see best fits the location of the planter.	2	$230.00	$460.00*

Total **$3,910.00**

Due to the volatility in the market place, our prices are subject to change prior to approval of project. If this happens we will inform you of the change prior to starting the project. Thank you for considering us to help you with your landscape/maintenance needs. If you have any questions please feel free to contact us. Have a wonderful day!

Signature: ______________________ **Date:** ______________

Order Confirmation

Tree Source - Rupert, ID
20851 Bingham St. Rupert, ID 83350

CITY OF TWIN FALLS

Order #	1094464-1
Order Date:	10/27/22
Delivery Date	11/2/22
Rep Name:	MITTON, JOHN A
Job Name:	Hackberry/Redbud
Client PO #:	

Billing Address	**On-Site Contact Information**	**Shipping Address**
CITY OF TWIN FALLS 136 MAXWELL AVE TWIN FALLS, ID 83301		CITY OF TWIN FALLS 203 MAIN AVE E TWIN FALLS, ID 83301 Attn: Billing Department

Line	Item #	Sourced Item Description	Sourced Quantity	Unit Price	Amount	Comments
1	10AHW	Celtis occidentalis - Hackberry, Common #10	2	$93.78	$187.56	
2	1011J	Cercis canadensis - Redbud, Eastern #15	1	$120.83	$120.83	

Disclaimer:

Materials subject to availability at order placement. Pricing valid for 30 days. Changes from original quote may result in price variances. 25% restock fee due on all returns. Up to 2% credit card fee may be applicable. No warranty on material given.

Subtotal:	$308.39
Tax:	$0.00
Freight	$140.00
Grand Total:	$448.39

Accepted by:____

Date:____________________

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

P.O. Box 1907 203 Main Avenue East Twin Falls, Idaho 83303-1907

SCHEDULE OF REGULAR MEETINGS for 2023

Meetings are generally held on the 3rd Monday of the month, unless otherwise posted, starting at 12:00 P.M. Meetings are held at City Hall in the Council Chambers located at 203 Main Avenue East, Twin Falls, Idaho.

Wednesday, January 18*	Wednesday, February 22*	Monday, March 20
Monday, April 17	Monday, May 15	Wednesday, June 21*
Monday, July 17	Monday, August 21	Monday, September 18
Monday, October 16	Monday, November 20	Monday, December 18

**Due to holiday on Monday*