THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Agenda

Monday, September 11, 2017, 12:00 PM

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

Members: Chairman Dan Brizee, Vice Chairman Dexter Ball, Secretary Neil Christensen, Perri Gardner, Gary Garnand, Brad Wills, Suzzane Cawthra

1) Confirmation of Quorum/Call Meeting to Order

2) Consideration of Amendment(s) to the Agenda

3) Consent Calendar

   a) Request to approve: 1) Minutes for August 14, 2017; 2) Minutes for August 31, 2017; 3) September 2017 Financial Report; and 4) September 2017 Accounts Payable.

4) Reports/Updates

   a) Executive Director's Report by Nathan Murray.

   b) Main Avenue Project Update by Perrin Robinson, CH2M

   c) Twin Falls Community Foundation

5) Items of Consideration

   a) Consideration of a request by Gemstone Climbing for reimbursement of $40,000 for cost incurred as a result of over excavation on the project located at 135 5th Ave South.

      Purpose: Action By: Nathan Murray

   b) Public Hearing to adopt an amendment for the FY 2016-17 budget increasing the total budget by $340,349.

      Purpose: Action By: Brent Hyatt

6) General Input/Announcements - Public/Staff

   a) Appointment of a board member to the Main Avenue Oversight Subcommittee.

      Purpose: Informational By: Nathan Murray

7) Upcoming Meeting(s)

   a) The next meeting is scheduled for Monday, October 9, 2017 at 12:00 p.m.

8) Adjournment

   a) Following adjournment, Mitch Humble will guide the URA Board on a tour of the new City Hall. *(Please wear closed toe shoes.)*

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.

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Minutes

Monday, August 14, 2017, 12:00 PM

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

Members: Chairman Dan Brizee, Vice Chairman Dexter Ball, Secretary Neil Christensen, Perri Gardner, Gary Garnand, Brad Wills, Suzzane Cawthra

1) Confirmation of Quorum/Call Meeting to Order

Present:	Dan Brizee, Dexter Ball, Brad Wills, Suzzane Cawthra, Perri Gardner
Absent:	Neil Christensen and Gary Garnand
Also Present:	Nathan Murray, Economic Development Director; Jesse Schuerman, Engineer; Brent Hyatt, Asst. Finance Officer; Lorrie Bauer, Recording Secretary; Ruth Pierce, City Council Liaison; Don Hall, Twin Falls County; Perrin Robinson, CH2M; Anthony Guho, Guho Corp; Devin Morris, Alturas Real Estate Fund; Don Campbell and Hailey Barns, Gemstone Climbing

Chairman Brizee called the meeting to order at 12:01 PM. A quorum was present.

2) Consideration of Amendment(s) to the Agenda

None.

3) Consent Calendar

a) Request to approve: 1) Minutes for July 10, 2017 meeting; 2) August 2017 Financial Report; and 3) August 2017 Accounts Payable.
MOTION: Brad Wills moved to approve the consent calendar. Perri Gardner seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

4) Reports/Updates

a) Executive Director's Report by Nathan Murray.

Nathan reported the First Federal discussion has been put on hold for one more month, pending today's meeting discussion results. He shared a ribbon cutting ceremony for the opening of the second block of Main Avenue, Gooding to Fairfield, was held last week and recognized Dexter Ball and Brad Wills for being in attendance. All board members were encouraged to attend the future ceremonies for the remaining three blocks upon their completion this fall.

b) Main Avenue Project Update by Perrin Robinson, CH2M

Perrin shared photos of the Main Avenue Construction. The merchants as well as the public are utilizing and enjoying the new space. Landscaping is now complete from Gooding to Fairfield. Two block are now open, usable, and accessible to the public. Shoshone to Hansen is currently under construction and Hansen to Idaho is being demolished. The project is one week behind, over all, from the original schedule. Bike racks, bollards, and a little striping will soon be added to the parking space areas to delineate the end of the parking zone to encourage people not to advance further than the parking area; wheel stops are also being discussed.

5) Items of Consideration

a) Public Hearing for the FY 2017-18 budget and Consideration of a request to adopt the budget in the amount of $15,530,275.
Chairman Brizee opened the public hearing for comment. No one came forward to comment, therefore the public hearing was closed. Brent Hyatt shared some insight about the proposed budget.
MOTION: Perri Gardner moved to accept the budget in the amount of $15,530,275 for FY 2017-2018. Suzzane Cawthra seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

b) Consideration of a request by Gemstone Climbing for reimbursement of $105,000 for cost incurred as a result of over excavation on the project located at 135 5th Ave South.
Nathan explained the history and request. He concluded that per the purchase and sale agreement, the property was sold "as is" for $1.00 with the understanding Gemstone would perform the necessary environmental work and secure all the permits. He added that staff does not feel we have an obligation to the request, but it would be nice to discover something we could do to help. URA does have an obligation to complete the sidewalk and asphalt the alleyway and if the construction comes in under the budget for that project, Nathan mentioned that maybe the remaining monies can aid Gemstone in other ways as legally applicable. Hailey Barns, one of the owners and general manager of Gemstone Climbing Center, corrected the requested amount to $40,000 for direct expenses. She reported the background, including processes and findings. She shared that when large pieces of concrete were found buried in the soil, they contacted Nathan Murray and asked for help. She explained the contract also states if Gemstone does not build a climbing gym on the property, it goes back to the URA. Don Campbell, one of the owners of Gemstone, added information he was told by another individual regarding the dumping of materials at the site and that the City should have known and it should have been represented to them when they purchased the property. Mr. Campbell shared when they reported their findings, they were told they would be dealt with in a fair and just manner and keep track of their costs. Brad Wills shared that Hailey Barnes does work for him in an engineering capacity and he doesn't believe it will be a conflict of interest. Discussion ensued.

Brad Wills motioned to reimburse Gemstone Climbing $40,000 on their project. No second. Motion fails.

Jesse Schuerman shared the URA portion of the project is estimated to cost $40,000. Due to the grade between the center of the alley and the road, a concrete valley gutter will be installed to help keep the water away from the building. Mr. Campbell added that due to the flat grade of the alley, they raised the level of the building eight inches to comply with Jesse's request.

Chairman Brizee asked to move this agenda item to the next meeting in order to have time to gather more information. He shared the challenge for the URA and that they can't established a precedence. He asked if there was something else we can do that we could help them with to help offset the cost they've incurred? Nathan replied he'd like to find out if they have any items on their punchlist, of a public nature, that we could aid to construct. Further discussion was tabled until next meeting.

c) Consideration of a request to sign a Purchase and Sale Agreement for the property located at 851 Pole Line Road.
Nathan reported two parties previously submitted letters of intent to purchase, but due to a right-of-first refusal on the property, both parties had the opportunity to walk thru the building and decide if they wanted submit a proposal. Both parties provided a purchase and sale agreement: Eagle Financial, LLC in the amount of $2,325,000 and Alturas Real Estate Fund, LLC in the amount of $2,050,000. Nathan explained the next process. Discussion ensued. Devin Morris with Alturas Real Estate Fund shared they are a real estate investment fund based in Boise with just over 500,000 sq. ft. of properties currently under management, including a property in Twin Falls. He shared they want to continue to invest in the valley and would like to work with C3, and keep them in the building. Discussion ensued.
MOTION**:** Brad Wills motioned to authorize the Chairman to sign the purchase and sale agreement for the property located at 851 Pole Line Road, then withdrew his motion. Discussion continued comparing the offers.

MOTION: Brad Wills motioned to authorize the Chairman to sign the Purchase and Sale Agreement for the property located at 850 Pole Line Road with the buyer being Eagle Financial, LLC. Perri Gardner seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

6) General Input/Announcements - Public/Staff

The concrete work on the exterior of the Crowley building is complete and waterproofing and backfilling is underway as well as waterproofing to the Key Bank building.

Commons: Chairman Brizee shared the plans are complete and very soon the Hansen Street portion will go out for bid so as to have it complete by the time City Hall takes possession. The plaza itself will not be completed until Spring 2018. The restroom building and the wall on the North side of the plaza will be completed this fall.

7) Upcoming Meeting(s)

a) Monday, September 11, 2017 @ 12:00 p.m.

8) Adjournment

a) Adjourn to Executive Session 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. (Meeting will not be returning to open session.)
MOTION: Perri Gardner moved to adjourn to executive session under the appropriate state law to discuss the acquisition of real property. Suzzane Cawthra seconded the motion. Roll call vote showed all members present voted. Approved 5 to 0.

The meeting adjourned at 01:11: PM

Lorrie Bauer, Recording Secretary

Urban Renewal Agency
Minutes

Thursday, August 31, 2017, 12:00 PM

City Council Chambers
305 Third Avenue East - Twin Falls, Idaho

- SPECIAL MEETING -

Members: Chairman Dan Brizee, Vice Chairman Dexter Ball, Secretary Neil Christensen, Perri Gardner, Gary Garnand, Brad Wills, Suzzane Cawthra

1) Confirmation of Quorum/Call Meeting to Order

Members Present:	Dan Brizee, Dexter Ball, Neil Christensen, Brad Wills, Perri Gardner
Absent:	Suzzane Cawthra and Gary Garnand
Also Present:	Nathan Murray, Economic Development Director; Jesse Schuerman, Engineer; Brent Hyatt, Asst. Finance Officer; Lorrie Bauer, Recording Secretary; Fritz Wonderlich, Attorney; Ruth Pierce, City Council Liaison; Don Hall, Twin Falls County.

Chairman Brizee called the meeting to order at 12:01 PM. A quorum was present.

2) Reports/Updates

a) Commons Plaza and Wall
Nathan Murray shared Star Corp. is preparing to solicit bids for construction work of the commons plaza and coordination with Guho has begun for the remaining work. The wall is still an issue. Debra Gates, the owner of the property adjacent to the plaza, has plans for a remodel and would like to work up an encroachment agreement with the Agency to be able to come out onto the plaza and place their new footings against our wall. A discussion will need to happen in the near future as to what action needs to be taken. Discussion ensued. Kolby, from Laughlin Ricks Architecture, architect for Debra Gates property, explained that property of interest is the 27'x18" of the Agency's property between the wall and Gates building. The Agency will discuss this further at the next meeting.

3) Items of Consideration

a) Consideration of a request to sign a Purchase and Sale Agreement for the property located at 851 Pole Line Road.
Nathan Murray reminded the board that we agreed to sign a sales offer with Eagle Financial for the 851 Pole Line Road property at the last meeting. Since that time, they've rescinded their offer due to a number of factors. He explained we still had a valid offer from Alturas Investments, LLC in the amount of $2,050,000 and asked for consideration to sign a purchase and sell agreement (PSA) with them. He shared the PSA had been edited since the packet was distributed, but the amount has not changed. Fritz Wonderlich, attorney, explained the language changes and procedures that will take place in selling the property. Discussion ensued.
MOTION: Perri Gardner moved to sign the Purchase and Sale Agreement for the property located at 851 Pole Line Road. Neil Christensen seconded the motion. Roll call vote showed all members

present voted. Approved 5 to 0.

4) **General Input/Announcements - Public/Staff**

Brent Hyatt announced a public notice will be published in the Times News stated we're going to be amending our budget. He explained our commitment to Chobani that any excess property taxes we collect we give to them. $300,000 is the amount we gave to them, over what we had budgeted a year ago so we need to amend the budget to acknowledge the $300,000.

Chairman Brizee updated the board in regards to the Elks building: The URA has committed $350,000 to the project. By mid-September the Agency will acquire the building and will need to immediately get a survey and permits for demolition, if applicable; then a safety plan and demolish the building. Discussion with the developers was suggested for the next meeting.

Member Brad Wills stated with Bob Richards no longer a member of the Board, his absence on the Main Avenue Oversight Committee needs to be replaced. A member will appointed at the next meeting.

Wills also stated an observation that no one knows where to stop when parking in the new areas downtown. He shared they almost pass the brick and get onto the new sidewalk. Jesse Schuerman shared the problem has been noticed and parking blocks will be added soon, prior to the tree grates. Murray added some re stripping and reordering of stalls may also take place to improve the parking areas.

Chairman Brizee noted that Gary Garnand tendered his resignation from the Board for persona and the Mayor is currently working on the replacement.

5) **Upcoming Meeting(s)**

a) Monday, September 11th, at 12:00 p.m.

6) **Adjournment**

The meeting adjourned at 12:47 PM.

a) Adjourn to Executive Session 74-206(1)(c) to acquire an interest in real property which is not owned by a public agency. (Meeting will not be returning to open session.)

Executive Session was canceled.

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Lorrie Bauer, Recording Secretary

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
August 2017

		Aug 17
Ordinary Income/Expense		
Income		
Line of Credit Adv. - Clif Bar		30,791.49
Investment Income		2,829.08
Property Taxes		3,217.24
Rental Income		38,944.76
Total Income		75,782.57
Gross Profit		75,782.57
Expense		
RAA 4-1		
Main Ave.	1,656,074.16	
Total RAA 4-1		1,656,074.16
RAA 4-3 (Chobani)		
Debt Pay. (Chobani) Principal	4,068,403.23	
Total RAA 4-3 (Chobani)		4,068,403.23
RAA 4-4 (Clif Bar)		30,791.49
Community Relations & Website		1,250.00
Legal Expense		2,325.00
Management Fee		99,000.00
Meeting Expense		118.00
Office Expense		45.00
Real Estate Exp. - Call Center		4,342.79
Real Estate Exp. - Other		15,818.55
Total Expense		5,878,168.22
Net Ordinary Income		-5,802,385.65
Net Income		**-5,802,385.65**

Urban Renewal Agency of the City of Twin Falls, ID

P&L Over (Under) Budget - YTD

October 2016 through August 2017

	Oct '16 - Aug 17	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Wash. Fed. LOC	0.00	0.00	0.00	0.0%
Washington Fed. Bond Proceeds	5,099,861.20	5,099,861.00	0.20	100.0%
Line of Credit Adv. - Clif Bar	840,571.83	606,000.00	234,571.83	138.7%
Investment Income	45,737.77	9,500.00	36,237.77	481.5%
Other Income	305.00			
Property Taxes	9,806,880.71	9,311,977.00	494,903.71	105.3%
Rental Income	412,593.01	456,483.00	-43,889.99	90.4%
Total Income	16,205,949.52	15,483,821.00	722,128.52	104.7%
Gross Profit	16,205,949.52	15,483,821.00	722,128.52	104.7%
Expense				
RAA 4-1				
Goold Parking Lot	4,750.00			
Main Ave.	2,908,292.18			
Rogerson Building	10,281.80			
Downtown Development	11,393.13			
RAA 4-1 - Other	765.00	9,082,615.00	-9,081,850.00	0.0%
Total RAA 4-1	2,935,482.11	9,082,615.00	-6,147,132.89	32.3%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,319,446.16	1,319,446.00	0.16	100.0%
Debt Pay. (Chobani) Principal	5,307,403.23	4,967,054.00	340,349.23	106.9%
Total RAA 4-3 (Chobani)	6,626,849.39	6,286,500.00	340,349.39	105.4%
RAA 4-4 (Clif Bar)	410,737.92	606,000.00	-195,262.08	67.8%
Bond Trustee Fees	5,000.00	5,000.00	0.00	100.0%
Community Relations & Website	1,400.00	1,000.00	400.00	140.0%
Debt Payments - Interest	564,381.69	976,704.00	-412,322.31	57.8%
Debt Payments - Principal	1,040,000.00	1,040,000.00	0.00	100.0%
Dues and Subscriptions	850.00	2,300.00	-1,450.00	37.0%
Insurance Expense	6,045.00	6,045.00	0.00	100.0%
Legal Expense	34,002.35	30,000.00	4,002.35	113.3%
Management Fee	198,000.00	198,000.00	0.00	100.0%
Meeting Expense	1,519.01	3,500.00	-1,980.99	43.4%
Miscellaneous	24.60	2,500.00	-2,475.40	1.0%
Office Expense	50.00	600.00	-550.00	8.3%
Prof. Dev.\Training	500.00	2,500.00	-2,000.00	20.0%
Professional Fees	9,774.30	100,000.00	-90,225.70	9.8%
Property Tax Expense	28,605.79	37,750.00	-9,144.21	75.8%
Real Estate Exp. - Call Center	59,940.19	153,400.00	-93,459.81	39.1%
Real Estate Exp. - Other	25,437.87	7,700.00	17,737.87	330.4%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
Total Expense	12,020,600.22	18,614,114.00	-6,593,513.78	64.6%
Net Ordinary Income	4,185,349.30	-3,130,293.00	7,315,642.30	-133.7%
Other Income/Expense				
Other Income				
Transfers In	0.00	367,445.00	-367,445.00	0.0%
Transfers Out	0.00	-367,445.00	367,445.00	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	**4,185,349.30**	**-3,130,293.00**	**7,315,642.30**	**-133.7%**

Twin Falls Urban Renewal September 2017 Accounts Payable

Check #	Date	Paid Amount	Name	Account	Fund	Memo
3568	09/07/2017	748.00	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	HVAC Maintenance / #684446
3569	09/07/2017	346.35	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	Landscape Watering
3570	09/07/2017	1,385.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscaping Maintenance - August / #3014
3571	09/07/2017	126.25	Daisy's	Meeting Expense	General	Lunch - 8/31 Meeting / #376809
3572	09/07/2017	357.50	EHM Engineers, Inc.	Rogerson Building	Rev Alloc 4-1	Commons Plaza Wall / #001-15
3573	09/07/2017	1,828.05	Elam & Burke	Legal Expense	General	Consultation & Review / #169399
3574	09/07/2017	109.17	Great Harvest Bread Company	Meeting Expense	General	Lunch - 8/14 Meeting / #104
3575	09/07/2017	6,347.00	ICRMP	Insurance Expense	General	Annual Payment 10/1/17 - 9/30/18
3576	09/07/2017	9.92	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	Power - 122 4th Av S
3576	09/07/2017	211.42	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Pole Line Road
3577	09/07/2017	440.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - August / #27690
3578	09/07/2017	13,033.17	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Utilities / #110713
3579	09/07/2017	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property Management - August / #3686
3580	09/07/2017	1,250.00	Magic Valley Backflow	Real Estate Exp. - Call Center	Rental Fund	Lawn Sprinkler System
3581	09/07/2017	14,921.03	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & Commons Imp / #81700243
3582	09/07/2017	396.61	Times News	Legal Expense	General	Notice of Public Hearing-Budget / #49877
3583	09/07/2017	10,201.00	Idaho Power	Main Ave.	Rev Alloc 4-1	Street Light Meters / #398931

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Monday, September 11, 2017

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray

Request:

Executive Director's Report by Nathan Murray.

Time Estimate:

N/A

Background:

1) 147 Main Ave E - Staff is working on a draft development agreement between the Urban Renewal Agency and Debra Gates, the owner of the building northwest of the Commons Plaza. The Urban Renewal Agency is willing to sell a portion of the wall, and allow encroachments into the plaza, if the owner is willing to construct the addition as has been presented in architectural renderings. The URA will oversee the placement of artwork on its portion of the wall while Ms. Gates will maintain that portion of her property.

2) Commons Plaza - Staff has had additional meetings with Twin Falls City, Starr Corp and Hummel Architects in regards to final designs for the plaza. Hummel Architects will stay on through the construction portion of the plaza work to ensure the appropriate changes are made that meet Twin Falls City policies for long-term maintenance.

3) 205 & 219 Shoshone St N - Staff is reviewing plans for demolition of 219 Shoshone and anticipates closing on the building soon. Additional work for excavation and sidewalk reconstruction will be going out to bid.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

N/A

Attachments:

None

Twin Falls Urban Renewal Agency
Main Avenue Redevelopment Project

 Block 2 – Gooding to Fairfield, block is open to traffic, installation of lights remains 22AUG2017	 Block 3 – Shoshone to Hansen, base material placed and preparing for asphalt, 29AUG2017
 Block 4 – Hansen to Idaho, installing underground utilities, 29AUG2017	 Block 5 – Idaho to Jerome, asphalt pavement demolition, 29AUG2017

Prepared for:

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Prepared by – Owner's Representative:

ch2m

Monthly Report for URA Board Meeting September 11, 2017

Monthly Project Progress Update

Prepared for URA Board Meeting on September 11, 2017

Main Avenue Redevelopment Project

Summary of Progress This Period, August 9 to September 6, 2017

Construction Services by CM/GC – Guho Corp.

1. Main Ave. Blocks 1 and 2, Shoshone to Fairfield:
   - Construction substantially complete and blocks have been open to traffic.
   - Furnishings being fabricated.
   - Installation of tree grates, furnishings (e.g. benches, bike racks), lighting, and power will be completed by the end of September.

2. Main Ave., Block 3, Shoshone to Hansen:
   - Concrete sidewalks are complete.
   - Brick paver installation occurring week of September 4th.
   - Concrete work will continue for several weeks.
   - Targeting completion latter part of September.

3. Main Ave., Block 4, Hansen to Idaho:
   - Underground utilities nearing completion.
   - Grading for sidewalk and placement of road base starting week of September 4th.
   - Water and storm drain construction continuing through intersection at Idaho Street.

4. Main Ave., Block 5, Idaho to Jerome:
   - Road closure and start of demolition work scheduled for week of September 11th.
   - Guho Corp. visits to building occupants during week of September 4th to discuss upcoming work.

5. Main Ave., Block 6, Hansen:
   - Grading for sidewalk and road base placement occurring week of September 4th.
   - Targeting completion of Hansen latter part of September.

6. General Activities: Submittals processing as well as several Requests for Information (RFI's). Guho's "Procore" system is efficient with all submittals and RFI's being reviewed and approved electronically.

7. From prior report: Bids were received for the Main Ave. redevelopment project on 24MAR2017. The bids came in within the URA's budget. The Guaranteed Maximum Price (GMP) for the project, inclusive of the prior Landscape removal package and the Main Ave. redevelopment work was approved at Special URA Board meeting on 03APR2017. The GMP totals $6,446,114.99 which is within the URA's budget of $6.5 million for the project. The GMP includes a contingency of 5%, several allowances for undefined work, and Guho's CM/GC fee, and all of the subcontracts for the work. The GMP is within several hundred dollars of the cost estimate at final design, which is a very good result. Most of the work has been awarded to Twin Falls area subcontractors and suppliers.

8. Guho continues to provide weekly status updates to URA for distribution to merchants, City Council, URA Board each week by email to keep these groups up to date on the progress of construction.

9. Guho's progress payment for construction during August has not been submitted as of September 6th.

Materials Selection and Placement

10. Guho is being asked to price some of the materials necessary for the Commons project, such as the pavers, light poles and street amenities, in order to take advantage of possible savings. Otak and Starr are working to provide the quantities based on the latest design for Commons.
11. Samples of the street furnishings (e.g. bench, chair, and bicycle rack) were displayed in July 2017 on Block 1, Shoshone to Gooding, for project team and others to view. Minor adjustments made by Otak to bench and chair details for fabrication. Fifteen 6-foot benches and fifteen 4-foot benches being ordered. Bicycle racks will be installed at head of parking stalls in festival street areas rather than bollards.

Civic Group Participation

12. Approximately 300 engraved brick paver applications received by the Rotary Club. Otak prepared preliminary layout of engraved brick pavers and refined based on conversations with Guho for placement along Main Avenue in front of Commons.
13. Ongoing coordination with Lions Club regarding installation location and type of flag holders for current list of enrollees. Based on site walk and discussions with the Lions Club, placement of the flag holders on the sides of the buildings is being considered rather than sleeves embedded in hardscape area in front of the buildings.

Project Schedule

14. From prior reports: The project schedule information (block by block plan) was presented to the Project Advisory Committee (PAC) on December 21, 2016, and again on Feb. 16, 2017. The PAC representatives were very pleased to hear about the block by block phasing plan recommended by Guho. The overall sequencing approach was discussed at the meeting and approved by the PAC.

15. Construction work on the first block (Gooding to Shoshone) commenced on 17APR2017 as planned. All 6 blocks of the project will be substantially complete by 31OCT2017, with final completion in November 2017. This will be in time for the opening of the new City Hall. (Note that the Main Ave. work does not include the Commons project, which is a separate project being managed by the City and Starr.)

Design Progress

16. Otak preparing design revisions to the drawings as necessary based on unforeseen conditions encountered by Guho. Guho and Otak are both maintaining a design revision log to track project changes.

Basement Issues

17. From prior reports: URA's legal representative had drafted agreements between the URA and the three affected property owners establishing the liability of continued basement extensions

under Main Ave. These agreements are now completed and signed by the respective parties. Cost sharing of waterproofing has been negotiated with Wells Fargo. It was decided by the URA that the full cost of infill at Mr. Crowley's property will be covered by the URA unless environmental contamination is found. Some asbestos was found in the recent environmental survey.

18. Remediation of asbestos at the Crowley basement occurred in May, with construction/infill performed in July 2017.
19. Basement work for the Wells Fargo, temporary City Hall, and Crowley basement completed in August 2017.

Testing and Inspection

20. From prior reports: Testing and Inspection services are underway drawing upon allowances and savings within the GMP.

Budget

21. CH2M updated the URA's Cost Control Report for Area 4-1 projects, including the anticipated cash flow from 2016 through 2023. The report is being updated monthly and reviewed with the City's Finance Manager and URA Executive Director.

Other URA Topics

22. From prior reports: The City and URA representatives met with several merchants on 02JUN2017 to listed to merchants' concerns about being kept up to date on the progress of construction and expediting the work as much as possible. As a result, progress reports are being emailed to merchants (and URA Board and City Council) each week. Traffic control signage is being improved. The City is making an effort to keep unauthorized persons from using parking spaces in the lots behind the businesses, to keep these lots as open as possible for visitors/shoppers.

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, September 11, 2017

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray

Request:

Consideration of a request by Gemstone Climbing for reimbursement of $40,000 for cost incurred as a result of over excavation on the project located at 135 5th Ave South.

Time Estimate:

N/A

Background:

In June, 2016, the Twin Falls Urban Renewal Agency closed the sale of 0.28ac of property, located at 135 5th Ave South, to Gemstone Development LLC in exchange for $1 and a commitment to develop the site pursuant to an RFP response submitted by Gemstone in April, 2015. The proposed use was a climbing gym. Attached is the agreed to Purchase and Sale Agreement with the applicable contingencies and agreed to conditions.

By September, 2016, Gemstone secured financing, obtained a special-use permit, and completed site and building plan approvals with Twin Falls City, including a required Phase 1 Environmental Assessment (see attachment 2), and began construction. Shortly after construction began, Gemstone discovered several large chunks of concrete and construction debris at varying depths and locations throughout the site. After additional engineering reviews, it was advised that the site be excavated, re-filled and compacted to comply with structural engineering requirements.

In October, 2016, Gemstone notified TFURA Staff of the debris and asked for any assistance that could be provided. Staff arranged for a Parks Department employee to provide assistance hauling away debris from the site. Parks Department equipment was deemed inadequate to meet the need of the project. The URA was billed for twelve hours by the Parks Department for labor provided to the site. After these arrangements were made, Staff received no additional requests from Gemstone until July, 2017.

Attached is a detailed summary from Gemstone outlining the process they used to remedy the site. A professional estimate from a contractor to perform the work was approximately $105,000.00. After deciding to perform the work themselves, the direct costs stated by Gemstone are $39,643.39. Indirect costs from delays, restructuring contracts and volunteer labor are not included in this total.

At the August 14th TFURA meeting, the Board voted to continue the Gemstone request for a reimbursement of $40,000.00 to allow staff to perform additional research regarding claims made by Gemstone. Since that time, staff cannot find any record of projects the TFURA was involved in for sidewalk and right-of-way improvements along Shoshone Ave that would have resulted in the placement of materials within the lot owned by Gemstone.

The TFURA acquired the property that was sold to Gemstone in June, 1999, from BRD LLC. There are no documents available discussing the condition of the lot at the time it was acquired.

Approval Process:

Approval by a majority of the board in an open meeting.

Budget Impact:

If the Board decides that some reimbursement is necessary, above that which has been budgeted for this project, it would need to come from additional monies available in RAA #4-1 or the general fund.

Regulatory Impact:

N/A

Conclusion:

As the developer, Gemstone agreed to the Purchase and Sale Agreement and the property was sold "As Is" for $1 with the understanding that they would perform the necessary environmental work and secure any and all permits. TFURA Staff was not aware of the debris or any related environmental concerns with the site. Per Gemstone's Environmental Report, concrete and asphalt were present in the soils but were deemed not to be "an environmental concern."

The TFURA is under no obligation to reimburse Gemstone for the additional costs associated with development of the site.

Attachments:

1. Attachment 1- Purchase and Sale Agreement
2. Attachment 2- Environmental Report
3. Attachment 3- Gemstone Summary Report
4. Attachment 4- Extreme Excavation Estimate
5. Attachment 5- Gemstone excavation costs
6. Attachment 6- URA Warranty deed

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this "**Agreement**") is entered into by and between the Urban Renewal Agency of the City of Twin Falls, Idaho, an independent public body corporate and politic (hereafter "**URA**"), and Gemstone Development, LLC, (hereafter "**Developer**").

RECITALS

WHEREAS, URA, 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, being Idaho Code, Title 50, Chapter 20, as amended and supplemented;

WHEREAS, URA issued a request for proposals (the "**RFP**") for the redevelopment of the Site (defined in Section 2.A below) and, pursuant to Idaho Code Section 50-2011, the URA may dispose of the Site for the purposes of private redevelopment in this manner;

WHEREAS, URA has selected the Developer under the terms and conditions of the RFP to develop the Site pursuant to the goals and objectives of URA, and a copy of the Developer's RFP response is attached hereto as Exhibit A (hereafter "**RFP Response**");

WHEREAS, the Site is located in the URA's Urban Renewal District (the "**District**") and Development (defined in Section 2.B below) of the Site in accordance with the goals and objectives of URA would enhance and revitalize the District and the downtown area;

WHEREAS, the proposed Development has met the standards of the City of Twin Falls Historic Preservation Commission and the goals and objectives of the URA;

WHEREAS, the Development would generate revenue allocation proceeds to URA;

WHEREAS, URA has been asked to provide title to the Site for a purchase price of one dollar ($1.00) in conjunction with the Development provided such Development and the funding of same are in conformance with URA's goals and objectives;

WHEREAS, as a result of Developer's commitment to proceed with the construction of the Development and Agency's commitment to provide title to the Site, the parties desire to enter into this Agreement to define their respective obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement, and other good and valuable considerations, the Parties hereby agree as follows:

1. AGREEMENT EFFECTIVENESS

The parties acknowledge that this Agreement has been approved and executed prior to Developer's closing of the purchase of the Site from URA.

2. SUBJECT OF AGREEMENT

A. The Site. The "**Site**" is certain real property located at 135 5th Avenue South in Twin Falls and is legally described as Lots 6-10 of Block 145, Twin Falls Townsite, Twin Falls County, Idaho, including all fixtures and improvements located thereon and all appurtenances thereto.

B. The Development. The term "**Development**" shall mean the 12,500 square-foot lot to be developed by Developer upon the Site in substantial conformance with the RFP Response and to be occupied by GemStone Climbing Center. The Development design shall also comply with all applicable City of Twin Falls building and zoning ordinances. The exterior appearance of any construction will conform to the standards of the City of Twin Falls Historic Preservation Commission.

3. CONTINGENCIES

A. This Agreement is subject to and contingent upon the Developer securing adequate financing to develop the Development as approved by URA, which approval shall not be unreasonably withheld. Property won't be transferred until URA obtains documentation showing the financing is committed.

B. This Agreement is subject to and contingent upon the completion of a Phase 1 environmental assessment satisfactory to Developer in its sole discretion, to be obtained and paid for by Developer.

C. This Agreement is subject to and contingent upon the approval of a Special Use Permit, which will allow the Developer to use the subject property for the use as set forth in the Response to Request for Proposal.

4. URA-FUNDED IMPROVEMENTS

The URA specifically finds and determines that the URA-funded improvements are a) critical to the redevelopment of the Site; b) constitute payment by the URA for extraordinary conditions on the site; and, c) provides a high quality of development that should assist URA in achieving redevelopment of other properties adjacent to the Site, and meeting the goals and objectives of the URA.

The following improvements shall be completed by the URA in accordance with the URA's policies and processes for public improvements:

A. URA will pave the unfinished section of the alley adjacent to the Site;

B. URA will construct sidewalk, curb and gutter adjacent to the Site along Shoshone Street and along 5th Ave So.;

C. URA will stripe parking spaces on both sides of Fifth Avenue south between Shoshone and Hansen Streets to create up to 42 spaces. In addition, utilizing the current public off-street parking available, Developer will have access to a minimum of 70 parking spaces with in the neighborhood.

5. TITLE REVIEW. As soon as practical after the Effective Date of this Agreement, Developer shall procure from Escrow Agent an ALTA commitment for title insurance for the purchase and development of the Site (the "**Title Commitment**"). Developer shall not be required to close if any matter in the Title Commitment disapproved by Developer cannot be removed by closing; provided, however, Developer may elect to waive ~~is~~ its disapproval and close on the remaining terms. Notwithstanding the foregoing, URA shall remove any defect or encumbrance attaching by, through or under URA after the date of this Agreement and shall provide to Developer marketable title to the site.

6. SALE OF THE SITE TO DEVELOPER

A. Closing Date. The closing shall take place on a mutually convenient date not later than thirty (30) business days after URA notifies Developer that Developer has provided satisfactory proof of Developer financing, City of Twin Falls has approved a special use permit, and approval of the Phase 1 Environmental Assessment by Developer, or such other date as the parties may agree (the "**Closing Date**").

B. Escrow Closing. The closing shall take place at the offices of TitleFact Inc 163 4th Ave N, Twin Falls, Idaho 83301, telephone: (208) 733-3821 ("**Escrow Agent**"). On or before the Closing Date, Developer and URA shall deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or official bank check), as necessary to complete the transaction in accordance with this Agreement, including due authority resolutions and title affidavits as may be requested by Escrow Agent. Developer shall pay Escrow Agent's closing fees and the premium for any title insurance. Developer shall be responsible for all real estate and personal property taxes and assessments assessed and levied on the Site from and after the Closing Date. All other expenses not specifically referenced in this Agreement and incurred by URA or Developer with respect to this transaction shall be borne and paid exclusively by the party incurring the same without reimbursement.

C. Environmental assessment of property. URA is not aware of environmental contamination on this site. Developer has opted to perform a Phase 1 evaluation which is in process. Purchase of the property is contingent upon the outcome of this Phase 1 evaluation.

D. Conveyance of Title. At closing, URA shall execute and deliver to Developer a warranty deed that is to be marketable and insurable except for rights reserved in federal patents, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, rights of way and easements established or of record and any other liens, encumbrances or defects approved by Developer.

E. Possession. Developer shall be entitled to possession of the Site on the Closing Date.

F. Title Insurance. As a condition precedent to Developer's obligation to close, Escrow Agent shall irrevocably commit to provide Developer an ALTA standard coverage title insurance policy pursuant to the Title Commitment dated as of the closing and insuring Developer in the amount requested by Developer against loss or damage by reason of any defect in Developer's title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form and the exceptions approved by Developer.

G. Risk of Loss, Condemnation. Risk of loss of or damage to the Property shall be borne by URA until the Closing Date. If the Property is or becomes the subject of any condemnation proceeding prior to closing, then Developer may, at its option, terminate this Agreement by giving notice of such termination to URA on or before the Closing Date. Upon such termination this Agreement shall be of no further force or effect; provided, however, that Developer may elect to purchase the Property.

H. Purchase As-Is. Except for URA's warranties in the warranty deed, Developer's election to proceed with the purchase of the Property shall be deemed an acknowledgement that Developer has had an opportunity to inspect the Property and perform a due diligence analysis of the Property and is acquiring the Property in an "as is" condition solely in reliance on Developer's own inspection and that neither URA nor any agent, representative or employee of URA has made any representation or warranty, express or implied, verbal or written, with respect to any aspect of the Property or its fitness for any particular use

7. **POST CLOSING COVENANTS**

Developer shall commence construction of the Development on the Site promptly after Closing Date. If Developer fails to commence construction of the Development within one hundred eighty (180) days after the Closing Date (except when excused by an event of force majeure), or if Developer doesn't complete construction within 365 days of commencing construction, URA shall have the right, exercisable by written notice to Developer within thirty (30) days after such event, to acquire the Site back from the Developer for $1, which is the price set by URA for the sale of the property for this Development.

8. **MISCELLANEOUS**

A. Attorney's Fees. In any controversy relating to this Agreement, the prevailing party shall be awarded its attorney fees and costs (including, but not limited to, the costs for arbitrator(s), mediator(s) and expert witnesses) in any proceeding brought in a court of law, arbitration, and/or mediation, including any bankruptcy or appeal proceeding.

B. Partial Invalidity. In the event any portion of this Agreement or part hereof shall be determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof, shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.

C. Paragraph Headings. The paragraph headings of this Agreement are for clarity in reading and are not intended to limit or expand the contents of the respective paragraphs.

D. Time of the Essence. Time is specifically declared to be of the essence for this Agreement.

E. Amendments. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement duly executed by the parties hereto.

F. Survival of Provisions. Each covenant, condition, warranty and representation herein made shall survive the closing and not merge into the closing documents. All provisions which are to be performed or applied to circumstances subsequent to closing shall likewise survive the closing. If the Warranty Deed and this Agreement conflict in any manner, the terms of the Warranty Deed shall control.

G. Binding Effect. This Agreement shall be binding upon the heirs, estates, personal representatives, successors and assigns of the parties hereto.

H. Parties' Further Assurance. The parties each for themselves do further covenant to the other to execute any and all other documents which may be necessary to affect the conveyances contemplated by this Agreement.

IN WITNESS THEREOF, the effective date of this Agreement shall be the date when this Agreement has been signed by all of the parties.

For URA:

November 9, 2015

Urban Renewal Agency of the City of Twin Falls

By:

Name: Daniel B. Brizee

Its: Chairman

For Developer:

November 9, 2015

Gemstone Development, LLC

By:

Name: Don Campbell

Its: Member

STATE OF IDAHO)
:ss.
County of Twin Falls)

On this 9th day of November, 2015 before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Daniel B. Brizee, known to me to be the **Chairperson** of the **Urban Renewal Agency for the City of Twin Falls, Idaho**, and acknowledged to me that s/he executed the foregoing instrument on behalf of the Urban Renewal Agency of the City of Twin Falls, Idaho, and acknowledged to me that the Urban Renewal Agency of the City of Twin Falls, Idaho executed the same.

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

KATHLEEN A. TOUCHETTE NOTARY PUBLIC STATE OF IDAHO

Kathleen A. Touchette
NOTARY PUBLIC
Residing: TWIN FALLS, ID
My Commission Expires: 10/28/21

STATE OF IDAHO)
: ss.
County of Twin Falls)

On this 9th day of November, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Donald K. Campbell known to me to be a **Member** of GemStone Development, LLC, an Idaho Limited Liability Company, and acknowledged to me that he executed the foregoing instrument on behalf of said company, and that said company executed the same.

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

KATHLEEN A. TOUCHETTE NOTARY PUBLIC STATE OF IDAHO

Kathleen A. Touchette
NOTARY PUBLIC
Residing: TWIN FALLS, ID
My Commission Expires: 10/28/21

EXHIBIT A

RFP RESPONSE

[Attached]

Twin Falls Urban Renewal Agency

Proposal for Acquisition

135 5th Avenue S., Twin Falls, ID 83301

GemStone Climbing

March 16, 2015

Response to the Twin Falls Urban Renewal Agency's
Request for Proposals
for the property

135 5th Ave. S.
Lots 6-10, Block 145, Twin Falls Townsite, Twin Falls County, Idaho

Our Project & Mission.

The subject property is in an ideal location for the construction and development of an athletic facility to service the continuously expanding and improving downtown community. There are many traditional athletic facilities in the City of Twin Falls, but nothing like what we have planned. It is our desire to construct, develop, and operate the first indoor climbing gym in the Magic Valley and be the only Idaho indoor climbing gym that is capable of being the home for regional rock climbing competitions. Let us introduce you to the GemStone Climbing vision!

There have been many that have asked us how this project will be accepted and succeed in Twin Falls when so many new ideas have failed. This is simple, our facility will make climbing and fitness fun and accessible for every age and every ability in the Magic Valley. The facility will have the ability to host kid's birthday parties, corporate events, team building, certifications for Scout Troops, and be a primary training facility for fire departments and the Magic Valley paramedic high angle rescue team (Special Operation Rescue Team) in belay and repel training, climbing teams, children and adult classes, yoga, pilates, cardio fitness training, and so much more. The facility will be completely ADA accessible, making it an ideal location for wounded veterans, children and adults of all disabilities, and to encourage the young to interact with the old. The facility will not just be a gym, it is going to be a community!

Our facility will be a welcoming family environment and the kids that enter the GemStone Climbing Program will love it the first day and every day thereafter. This is important because it is the family that we are gearing many of our programs towards. This gym will be a place where parents can actively participate in the physical and mental development of their children.

It has been the primary goal of the GemStone Climbing team to develop a gym that appeals to nearly every individual in this great community of ours. We have been told by the Boys and Girls Club that nearly 70% of their children do not possess the athletic abilities for the traditional sports, but that those 70% would thrive in a climbing gym scenario. Coincidentally, the three men of the core team, though extremely athletic, do not fit the "typical" physique of an athlete and did not excel at traditional athletic events. However, these three men are strong when it comes to rock climbing and it is the only sport that requires their full undivided attention. Two of the individuals expressly state that because of rock climbing they are successful adults. This is the power of this sport and we want to encourage the Magic Valley to embrace it!

Building Layout.
The facility will encompass the majority of the 100'x100' lot with an estimated building footprint of 94'x94'. The first floor will have 8,836 sf. Approximately 1/3 of the first floor will be top rope and lead climbing (traditional climbing with ropes and a person on belay) that will extend to the top of the structure. The second floor will have 5,177 sf. The third floor will be a mezzanine, thus allowing the second floor bouldering area to extend to the top of the structure, with 2,880 sf. The entire facility will have approximately 16,893 sf of usable floor area.

The first floor will contain, top rope/lead and bouldering walls, two party/multi-purpose rooms, men's and women's locker rooms, reception area/office, teaching and kids climbing area, rentals room, and a holds room (for cleaning holds). There will also be an office space reserved for Final Cut Synthetic Turf, which will have its own separate entrance. The second floor will have one multi-purpose yoga/Pilates room, cardio and fitness area, storage area, social area, and additional bouldering walls. The third level mezzanine will have an additional yoga room (which can be divided into two room for smaller classes), and the main mechanical room. See Appendix A: Conceptual Floor Plans and Exterior Elevations.

Why Downtown?
The Twin Falls Downtown offers historical value along with a strong sense of community. GemStone will promote and enhance this sense of community by providing a place that people can come and socialize while engaging in an up and coming recreational activity, climbing. Our goal is to bring people from not only the entire Magic Valley Area but also nationally; by offering world class climbing and events that will draw people from all over the country and possibly the world (for example, base jumping has brought athletes from all over the globe). What better place to bring these people but to the "core" of our community? A place where there is a passion for business, strong relationships among business owners and an exceptional history.

A. **Benefit to the City of Twin Falls taxpayers.** The projected investment into the construction of the building and interior improvements is approximately $1.5 million. The taxpayers of Twin Falls will benefit from the tax revenue that the improved space will generate. We will be repurposing an empty lot with a massive project that will bring in a large amount of positive activity and energy when it was previously serving no purpose.

B. **Benefit to the property owners and property values in the City of Twin Falls.** This project and its immense size and genuine purpose will do nothing but benefit all that surround it and those that live in this city. Downtown has many buildings that are in need of being repurposed but in order to pull people in that direction there has to be a reason for business owners to want to have their businesses in the downtown area. By building this new property in the downtown area it helps give people those reasons to visit this area and to see the potential that downtown has. Not only that but it will show people what else is available in the lots surrounding us. For example, all the new locally owned restaurants. This in turn supports all our fellow business owners, our passion for locally owned businesses, and our beautiful community.

Attraction of customers to the site.
GemStone Climbing will focus on providing a fun, safe environment for both new and experienced climbers to improve their climbing skills. All ages will be welcome to climb at the gym; however, children will be the major focus of the business through after school programs and events. By focusing on bringing children into the gym we will not only increase current income streams, but will also establish a strong future customer base. Climbing is often a life-long sport, and the earlier we can bring in potential climbers, the longer we will have him or her as a customer.

We will provide facilities for standard yoga, hot yoga, Pilates, and other strength training and cardio equipment. We will also target other group interests such as team building and climbing clinics. These will allow for an additional profit stream as well as creating a more versatile environment.

We will pride ourselves on excellent customer service standards and our lasting relationships with our customers; this will continue to draw people back to our establishment.

Initial Memberships/Customers
GemStone Climbing will be preselling memberships known as Summit and Founders Memberships prior to opening the gym. These will be available to purchase from a member, on the website, or at several local retailers. We are expecting to sell a minimum of 100 Founders Memberships and 200 Summit Memberships. These will be marketed through social media, word of mouth, and local presentation. These membership sales will begin our positive balance of working capital.

There will be an unlimited amount of Founders Memberships. However, Founders Memberships can only be purchased prior to the gym opening. They are at a discounted rate that continues at the same rate until membership cancellation – it is guaranteed to never increase. Sons and daughters of Founders members can join at the Founders rate upon reaching adulthood (18 years of age). Individual rates start at $395/year and for each additional family member there is a decreased rate.

There will be 200 Summit Memberships for sale. These can be purchased at any time for $1,000 dollars and this gives the member 2 years of membership and all remaining years of membership at the Founders rate. This membership encourages quick capital to our business and additional support in the community. Summit members also receive additional perks such as a GemStone chalk bag. They also get special discounts on member-only events, route setting, among others. This is our Premium Membership!

Additional memberships will be unlimited. There are several different options to appease different customers and their lifestyles.

We expect 150 walk-ins per month. We predict a minimum of 7 birthday parties/group events per month to be held initially. This number is expected to increase to 24-32 within the first year and be continuous for the life of the gym.

The gym breaks even at between 450 members, and with proper marketing, we expect to have 450 members near the end of the first year of operation.

Professional designer layouts of proposed building, interior, and exterior, etc.

Appendix A provides a pictorial concept of what our facility will look like on the interior and exterior. The floorplans were developed by our core team and checked by several of the top climbing gym owners, wall designers, and gym architects in the country. It has been explained that we have one of the most well thought out floorplans in the country.

The exterior façade was designed by Laughlin Ricks Architects in Twin Falls. The structural, civil, survey, environmental, and materials testing will be completed by EHM Engineers, Inc. in Twin Falls. The mechanical and electrical design will be completed by DC Engineering in Twin Falls. It is our number one goal to create a product with our local talent.

The exterior will be a combination of brick, rock, wood, and different textures of steel. Some of the steel will naturally rust to enhance the older historic look. The contrasts of large windows, steel, brick, rock, and wood on this building will make it a beautiful piece of architecture.

Legal Entity Description

GemStone Climbing, LLC will be owned and managed by six working partners/members consisting of Don (president) & Diane Campbell (treasurer), John (vice president) & Lisa Hanowell (secretary), and Jason & Hailey Barnes. 81% of the company will be divided equally between these partners/members. 19% of the company will be sold to private investor(s).

Investment amount and Financing by developer.

Our preliminary estimates are $855,000 for the building and exterior improvements and $645,000 for the interior build out costs that include the climbing walls, flooring, necessary equipment, and supplies. Our total forecasted cost will be approximately $1,500,000.

We are working with Region IV Development on a U.S. Small Business Administration loan and several banks are developing funding packages for this project. Currently, 3 institutions are interested in this project: Zion's Bank, Banner Bank, and Capital Matrix. The development team will be putting 20% down of the total project cost in cash for this project.

Evidence of Financing.
We are working with Region IV Development to secure a financial partnership with the U.S. Small Business Administration and a local bank.

GemStone Employees.
We intend to initially have 12 personnel and as enrollment increases at the gym our employment will also increase anywhere from 18 to 24 people. These employees will consist of a gym manager, 1-2 floor managers, a program director, 1-2 front desk attendants, 2-3 belay instructors, 2 route setters, 2 kid's program coaches, and 1-2 part time adult instructors. We intend the majority of employees will be CSI students and graduates as well as local high school students and graduates.

Hours of Operation.
Initially the gym will be open 7 days a week from 10 am – 10 pm, excluding major holidays. As the staff becomes proficient with the gym and events, the gym will be open from 7 am – 10 pm with daily classes in yoga, Pilates, and other fitness classes. The extended morning times will be open to members only and public access will be limited to the 10 am – 10 pm.

Timeline of construction and occupancy of the property.
It will be our goal to finish this project within 8-10 months from the issuance of the building permit. We intend for our opening day to be prior to March 2016. Ideally, we would like to be open January 1, 2016. The building will be built by a local contractor. Climbing wall construction is from outside of Idaho.

Total proposed payment (and terms, if any) of Respondent's offer to purchase.
GemStone Climbing, LLC will be investing $1.5 million into this empty lot. It is our opinion that the community will gain a new and exciting extracurricular activity for people of all ages to enjoy and will also benefit from our contribution to the enhancement of the downtown area. This will continue to enrich the positive energy of the downtown revitalization and will inspire other aspiring entrepreneurs to start their own ambitious dreams.

We respectfully ask the Urban Renewal Agency to invest in this exciting project by selling GemStone Climbing, LLC the subject lot for $1.00, pay the City water and sewer hookup fees, and pave the alleyway between the subject property and Clear Creek Properties to clean up the area after construction.

Additionally, we ask the City of Twin Falls and Twin Falls Urban Renewal Agency recognize the importance of adequate parking for this project. Therefore, GemStone Climbing, LLC requests the City of Twin Falls and Twin Falls Urban Renewal Agency ensure the parking lot remain as public parking. Should the TFURA choose to sell this parcel, GemStone Climbing, LLC shall have the first option to purchase the land at a cost of $4.00 per square foot.

Respectfully Submitted,

____

Hailey G. Barnes
Member

Appendix A: Conceptual Floor Plans and Exterior Elevations

Figure 1: Southeast 3D View (5^{th} Avenue View)

Figure 2: Southeast 3D View (Entrance from S. Parking Lot)

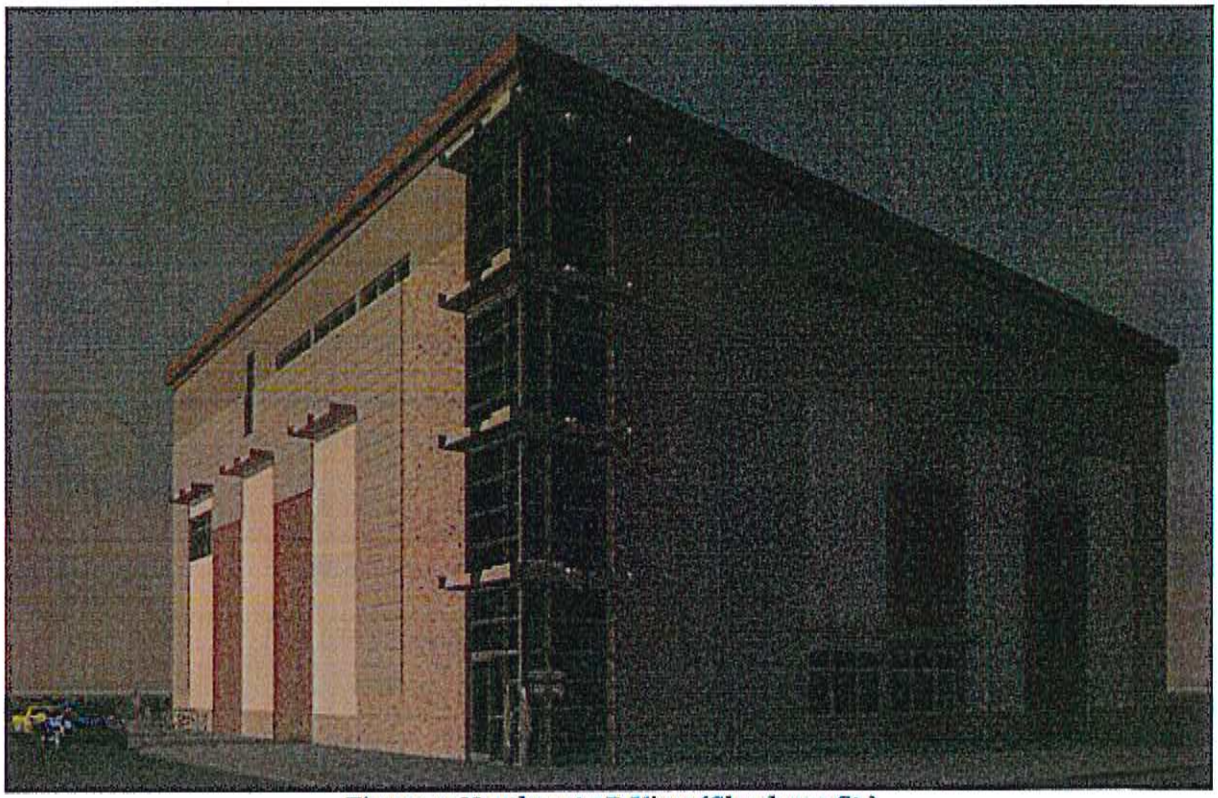

Figure 3: Northeast 3D View (Shoshone St.)

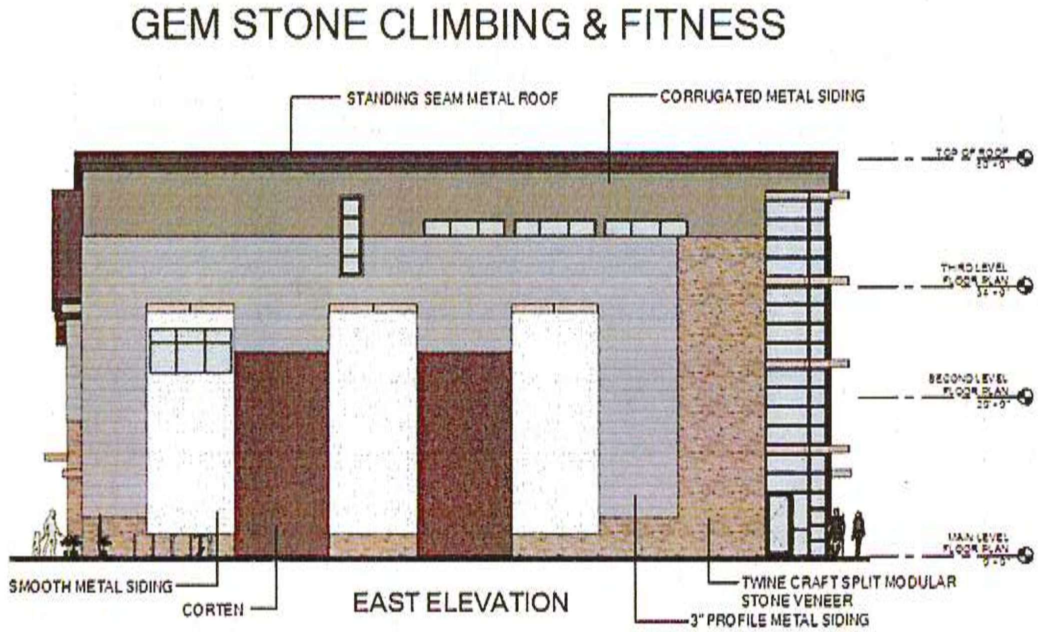

Figure 4: Elevation Material Callouts

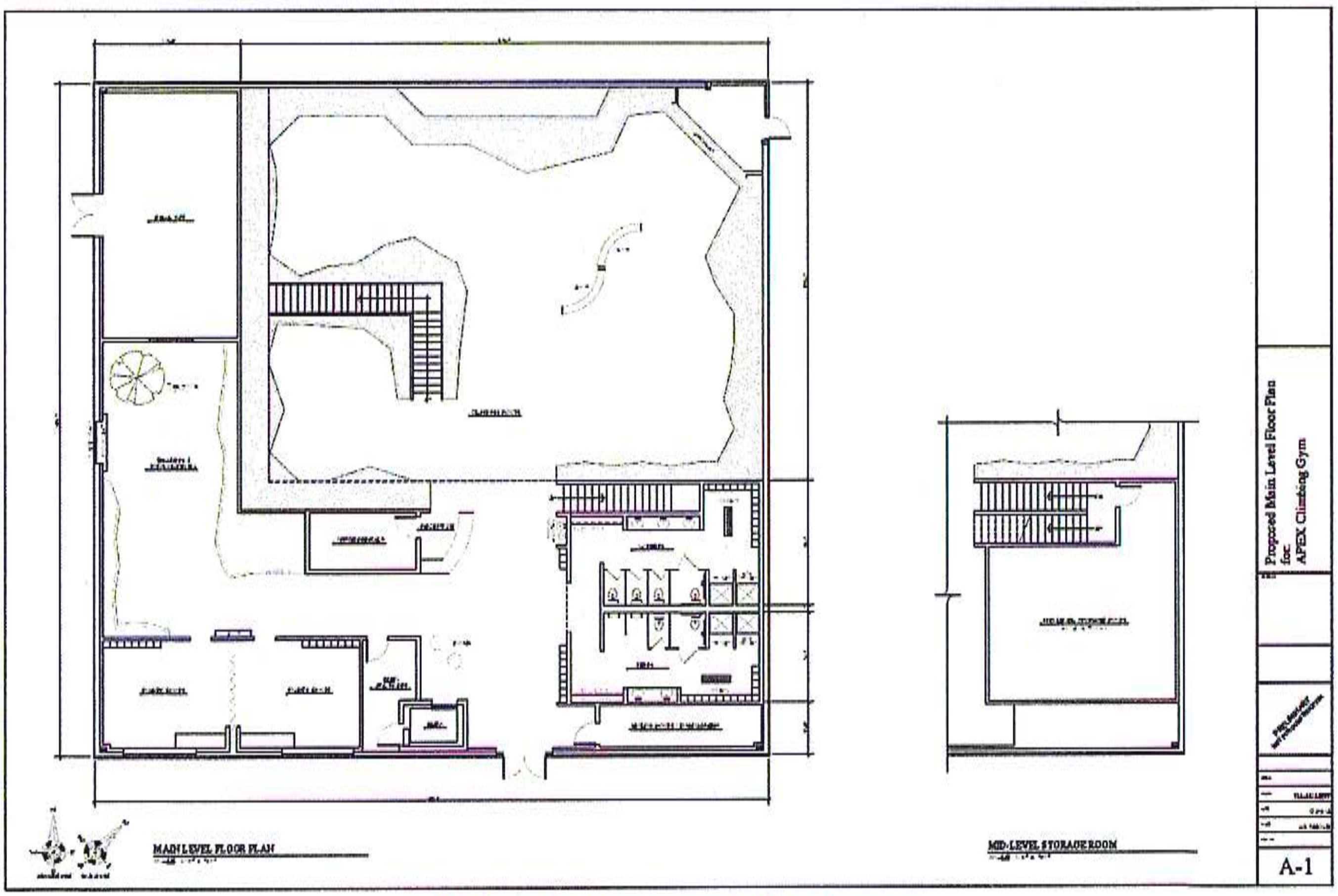

Figure 5: 1st Floor Conceptual Floorplan

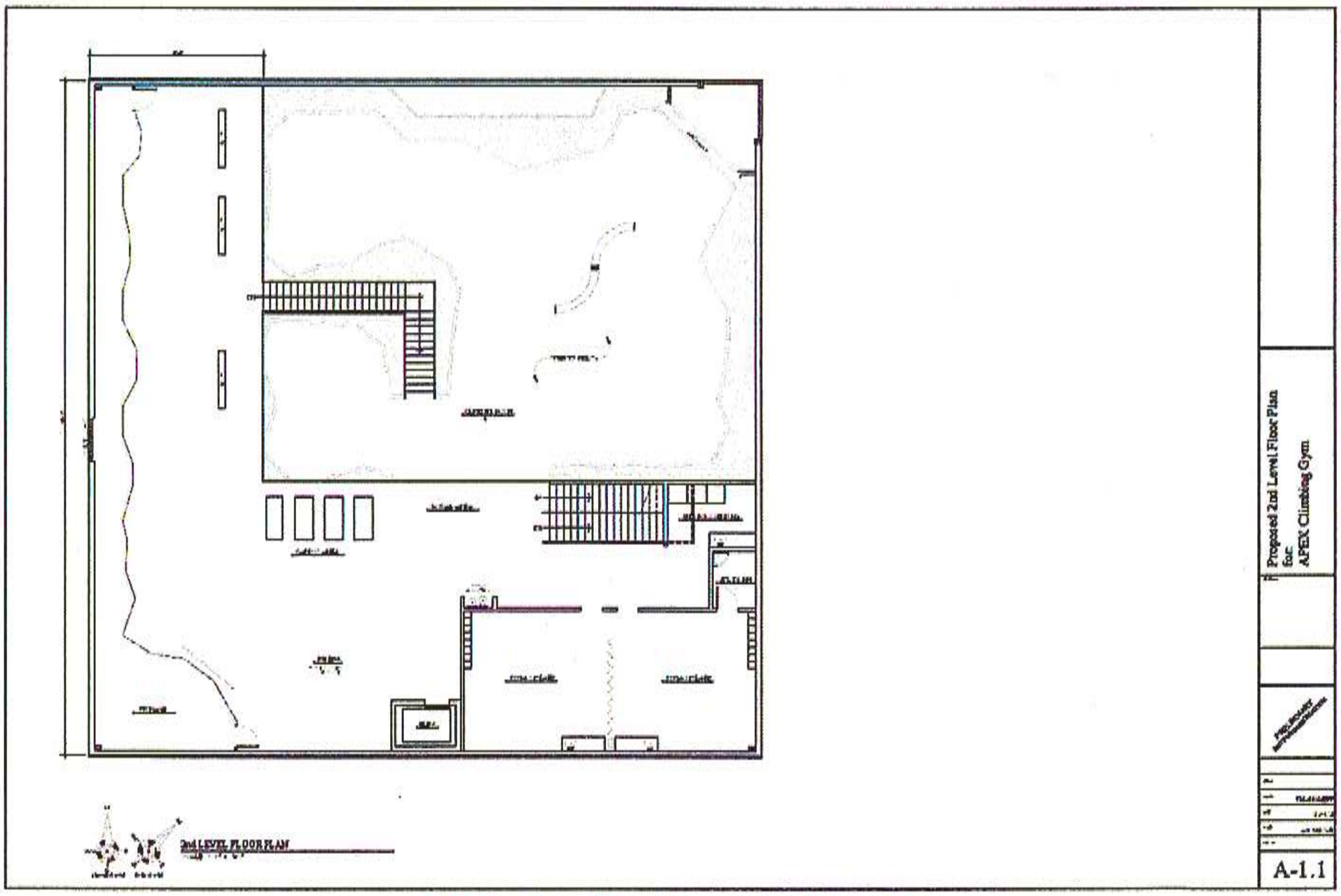

Figure 6: 2nd Floor Conceptual Floorplan

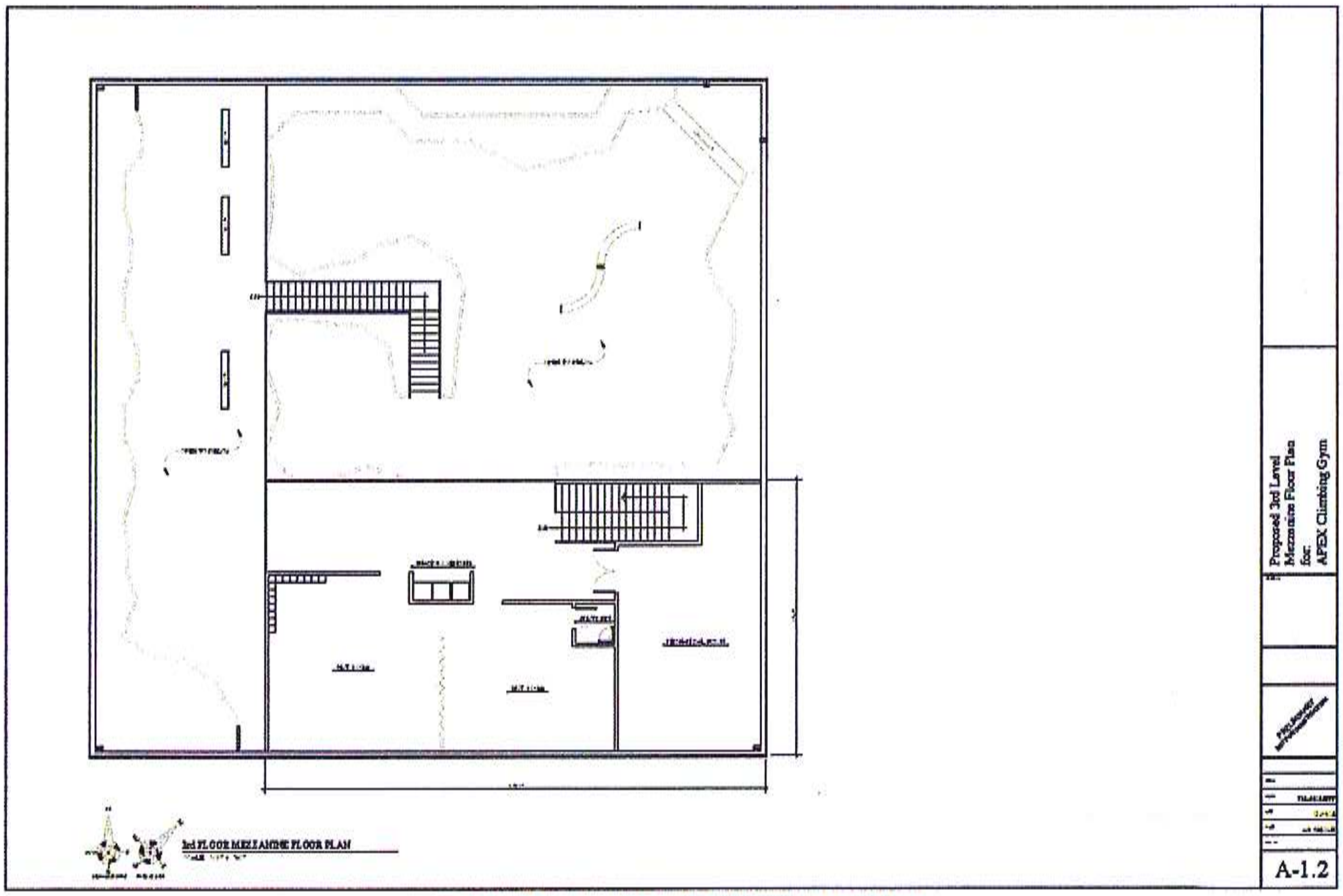

Figure 7: 3rd Floor Conceptual Floorplan

Summary

EHM Engineers, Inc. conducted a Phase I Environmental Site Assessment for the subject property; Figure 1 shows the subject property outlined in red, commonly identified as the empty lot located between Clear Creek Properties and the Depot Grille in Twin Falls, Idaho. The property's physical address is 135 5th Ave. S., Twin Falls, ID 83301.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM (American Society for Testing & Materials) Practice E 1527-13. Any exceptions to, or limitations from, these practices are described in Section iv of this report. This assessment has revealed the following evidence of recognized environmental conditions in connection with the property and within one mile of the property.

The surrounding facilities were observed from both the interior and exterior and do not appear to pose significant environmental threats to the subject property.

The surrounding properties comprise of:

Northwest (across Shoshone St.): Closeout Sale USA Liquidation Center, Old Twin Falls Hardware building

West: Old grain silos & Depot Grille

Southeast (across parking lot): Office building

Northeast (across alley): Clear Creek Properties office building

Figure 1: Vicinity Map of Subject Property

i. Findings

Table 1: Environmental Search Results

Classification	< ¼ mile	¼-½ miles	½-1 miles	TOTAL
US Toxic Release Inventory	0	1	4	**5**
US RCRA Generators	2	3	6	**11**
US ACRES (Brownfields)	1	5	2	**8**
US Air Facility System	3	2	8	**13**
ID Underground Storage Tanks	12	32	43	**87**
ID Leaking Underground Storage Tanks	6	10	16	**32**

1. There have been 11 Emergency Response Notification System (ERNS) within one (1) mile of the subject property. All of these ERNS were reported from the nearby ConAgra Foods, located at 856 Russet St. approximately 1/2 mile southwest of the subject property. For further details, please refer to Appendix B.
2. Of the 11 RCRA generators only one is a Large Quantity Generator and that is AmeriPride, located at 201 2nd Avenue, W. This facility is 5 city blocks north of the subject property.
3. There is record of thirty-two (32) leaking underground storage tank incidents (LUST) located within 1 mile of the subject property. All of the tanks have been cleared by the DEQ except that of Twin Falls Canal Company, who is still under quarterly monitoring. (Department of Environmental Quality)

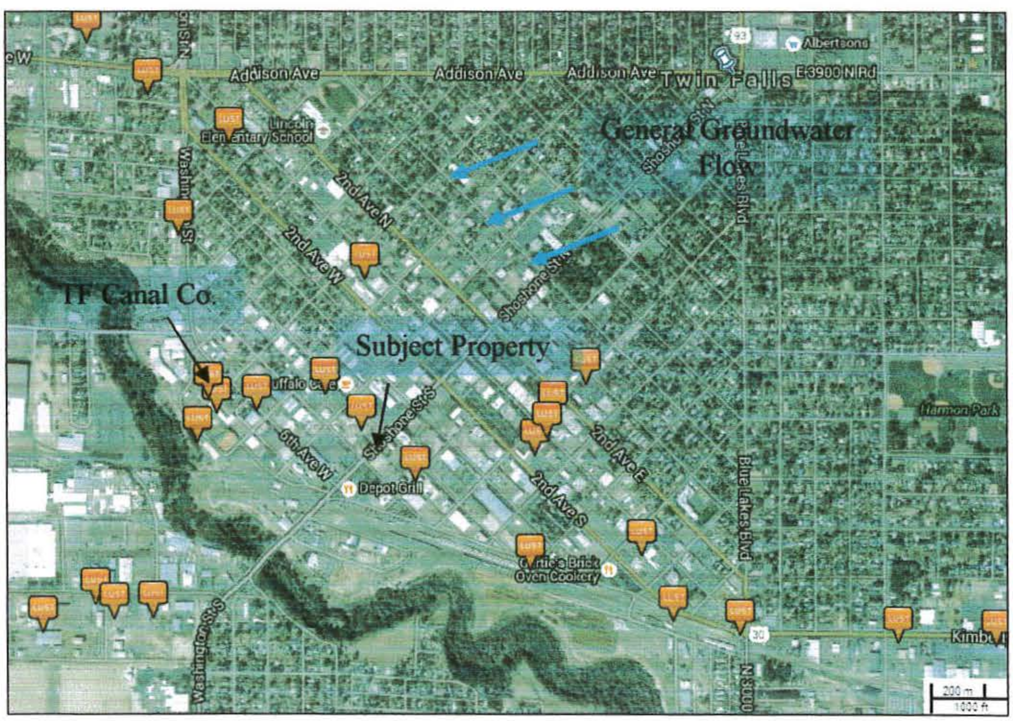

Figure 2: LUST Sites within 1 mile

4. There are no known Historic Recognized Environmental Conditions (HREC), Controlled Recognized Environmental Conditions (CREC) or Recognized Environmental Conditions (REC) on the subject property.
5. The subject property is not known to have been closed due to residual contamination that was managed by an activity and use limitation (AUL).

ii. Opinions

1. The RCRA sites in the vicinity of the subject property are not anticipated to have any significant effects on the subject property.
2. No significant effects on the property from nearby UST/LUSTs are anticipated.
3. There is limited information to determine if there is any current environmental contamination on the subject property.
4. The concrete and asphalt chunks discovered through property owner investigations was deemed to not be an environmental concern.

iii. Conclusions

There is a very minimal possibility of impact to the adjacent subject properties. There was little evidence to suggest environmental concerns at the time of the site inspection in combination with the documented environmental sites. Therefore, we do not suggest soil samples at the subject property at this time.

A level two site assessment is not recommended at this time with the available information.

I. Introduction

Gemstone Development, LLC has retained EHM Engineers, Inc. to conduct a Phase 1 Environmental Site Assessment for the property, to be referred. The assessment was conducted as appropriate inquiry to identify the potential for recognized environmental conditions in connection with previous or existing uses of the subject property. This assessment was conducted according to customary practices for Phase 1 Environmental Site Assessments as defined by ASTM Practice E 1527-2013.

i. Purpose

The purpose of this practice is to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA(Comprehensive Environmental Response, Compensation and Liability Act) liability (hereinafter, the "landowner liability protections," or LLP) that is, the practice that constitutes "all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice" as defined at 42 U.S.C. 9601 (35) (B).

ii. Scope of Phase 1 Environmental Site Assessment

The scope of the work undertaken in the assessment consisted of the following:

1. Records review to identify documented recognized environmental conditions (RECs) in connection with the subject property and neighboring properties.

GEMSTONE CLIMBING CENTER

7/17/2017

Dear Mr. Murray,

As you are aware, during excavation of footings for Gemstone Climbing Center located at 135 5th Ave. S., Twin Falls, we encountered large chunks of concrete and other debris through-out the site. Because we unearthed so much debris, some to a depth of 10 feet, Mr. Gary Bowlin, P.E. of EHM Engineers, recommended complete excavation, fill, and re-compaction of the entire property. Over 5,000 cy (cubic yards) of material was excavated, screened, and re-compacted in lifts. Nearly 1,000 cy of concrete and debris were hauled off the site.

These lots were purchased from the Urban Renewal Agency. URA did not disclose that the site had been used by the City of Twin Falls as a landfill during a downtown renovation in the 1990's.

Previous Inquires:
A Phase 1 Environmental Assessment was completed on the site by EHM Engineers. The environmental component of the site was determined to be clear. URA Director, Melinda Anderson, represented she had no knowledge of any environmental concerns on the site.

The last known building on the site was demolished between 1984 and 1986.

During the construction of Glanbia Corporate Office and Innovation Center (completed in 2013), the site was used by the contractors to stage machinery and materials. It was understood by EHM Engineers, who were active in the Glanbia construction, that the site had been "built up" to support the staged equipment and materials.

As part of the Environmental Assessment, holes were dug to determine if rock was present at the depth of the designed footings and a soil sample was taken for proctor analysis (future compaction testing). From the report, "EHM observed several pieces of concrete and asphalt removed from the holes. The pieces had some vivid paint marks on them. It is assumed that some of the construction debris from Glanbia Corporate were left on site. After 4' in depth the hole appeared to have clean undisturbed soils. No petroleum products or smells were identified."

Our property and the parking lot property were purchased by the Twin Falls Urban Renewal Agency from B.R.D., LLC in June 1999. It would appear that during the redevelopment of the URA parking lot that knowledge of our property would have been known/discovered/revealed. The future rehabilitation would have been understood when URA purchased the property, as they should be more in tuned with City personnel that would have had current knowledge of the property's condition.

Findings:
Our contractor, Chris Hayes of Hayes Construction, began excavation of our footings during the middle of September 2016. They began on the east/alley side. No problems were encountered.

As they turned the corner and began excavating along Shoshone St., they hit a large piece of concrete which appeared to be a remnant of a previous "corner footing," approximately 3 ft. under the surface. Mr. Hayes removed this corner with little effort and continued his excavation. However, as he continued, he noticed changes in soil composition. The soils changed from the typical loess materials to a darker sandy soil. These sandy soils would likely not meet compaction criteria for the footings of a large building. Hayes then began "exploring" with his excavator looking for any additional problem soils. He found additional footings under the south edge of the sidewalk along Shoshone St. These footings contained pieces of brick incorporated into the concrete suggesting a very old building had been present.

Additional exploration through-out the site revealed chunks of concrete and construction debris to depths exceeding 4-5 ft. Gary Bowlin of EHM Engineers was called to review and offer recommendations. After considerable discussion and additional excavation, Mr. Bowlin advised complete excavation of the entire site to include screening of all materials down to native soils, re-filling and re-compacting to structural code requirements.

This looked to be a daunting task.

Course of Action
Mr. Chris Hayes of Hayes Construction contacted several excavation companies and a bid was received from Extreme Excavation totaling $105,132.00 (see attached). This amount exceeded our budget and we discussed abandoning the site and purchasing a new site (already located), and starting over. However, not wanting to give up so easily, the Gemstone partners evaluated our skill set and estimated the cost of doing it ourselves.

Don and Diane Campbell and Jason and Hailey Barnes were comfortable operating heavy equipment and estimated the rehabilitation of the site could be completed for half the cost. We immediately began lining out the machinery, schedules, and people.

Process
Chris Hayes, Hayes Construction, offered his time and excavator when not needed on another job. Mike Zobott, Zobott Construction, offered his time and we rented a very large excavator. At first, Mr. Hayes and Mr. Zobott believed they could "rake" the soils and remove debris within the top 5 feet. However, that idea was quickly dismissed as the amount of debris/concrete was too extensive, of too many different sizes, and deeper than expected.

Consequently, we rented a large front-end loader, a large excavator, a highway class sheeps-foot compacter, and several other pieces of equipment (plus our own) and went to work. As it turned out, we had to excavate the entire site to a minimum of 7-8 ft, some areas up to 10 ft, in order to expose native soils. Along the south side of the property, adjacent to URA parking, we discovered several pipes extending from under the parking lot and into our site. City Public Works was called and determined these pipes were "out of commission." They were subsequently cut and filled with concrete.

Near the center of the property, the remnants of the burned down "Langdon Ice House" from 30 years ago, was uncovered. Large chunks of concrete and steel were removed along with several pieces of burnt wood, as well. As it turned out, one of the gentlemen from Barry Rental, provider of our heavy equipment, had been a fireman and was the first on the scene at the time the building burned. He also oversaw disposal of the building after the fire and based on the amount of charred wood and rubble, the Department did a very good job.

As excavation proceeded, the majority of material uncovered was broken concrete, resembling broken sidewalk. The west side of the property was much "cleaner" than the central or east side and we were able to find suitable stable, native soils at a depth of 7-8 feet.

One afternoon, a bystander asked what we were doing and then offered he had been working for a local contractor back when the City renovated downtown and put up the "green light posts." Further inquiry revealed the City had used the site to dump hundreds of yards of concrete from said project.

Results from the Delay

The excavation and rehabilitation of the property required over 6 weeks to complete. Rains incurred during the month of October and November further delayed the start of our construction goal, building an indoor climbing gym. Direct cost of rehab to Gemstone was $39,643.39. Indirect costs have more than doubled this amount.

The indirect costs caused by the 6 week delay include, but are not limited to: remobilizing our general contractor, winterizing concrete, purchase of extra soil and fill to replace frozen soils for footing backfill, delays caused by snow, early melting, and rain that required 2-3 months to dry-out. If we would have been able to start building in September our building would have had footings set and steel up before winter hit. We would not have lost 3-4 months. Our anticipated opening was April 2017. Now our anticipated opening is August 2017.

Other indirect costs associated with the delay include loss of business from summer programs for the Salvation Army, Boys and Girls Club, the YMCA, Boy Scouts and Girl Scouts, summer camps, and kid's programs. This does not include the normal daily loss of customers. The delay in completing construction has also resulted in our having to cancel contracts for components and building materials which were negotiated at lower prices. We are now having to pay higher prices for flooring, holds, ropes, hardware, rental and retail products.

Failure to Disclose

Several things happened during excavation indicating the City of Twin Falls had records and information about the site and its condition:

1. The URA purchased the property soon after the alleged downtown lighting project and installed the parking lot.
2. Public Works was able to identify the pipelines coming into the site from below the URA parking lot on the south side of the property.

3. The Fire Department had cleaned up the majority of the aftermath of the fire which destroyed a building on the property. They completed the clean up by pushing that which remained into and on top of itself. We excavated the evidence of this.
4. The City contractor had installed "green light posts" in the parking lot and used the site as a disposal site.

Had we known the condition of the site, we could have negotiated with the City to begin rehabilitation months earlier. Had the City been forth-coming with information regarding its use of the site for concrete disposal, we could have planned accordingly. Had URA filed our transfer of deed on time we could have started the excavation process in the summer. The previous Director of URA had failed to file our title transfer subsequent to both Dan Brizee and Don Campbell signing the sales agreement.

In our opinion, the City knew, or, should have known, the site had been used to dispose of concrete debris from their downtown renovation.

Gemstone Request

Why this information was not disclosed during the time in which Gemstone Development was applying for the property, is unknown? However, we understood that we were purchasing a piece of property that the TFURA was proud to sell to a new developing company, like our own, that would not result in financial burdens.

When the concrete was discovered, we contacted Nathan Murray and informed him of our findings and he told us to keep him apprised of the bids. When we received the Extreme Excavation quote we emailed it to Nathan for his use and records. Our statement at that time was, "our contract with URA states that if we do not build a climbing gym that the property goes back to the URA". If we decided to abandon this project, the URA would have had a minimum $105,000 bill to restore the property for future resale. We were encouraged to continue with our dream of building Gemstone Climbing Center and that the City and TFURA would make it right with us. We believe these continuous words from many members of staff and community members to be true.

Gemstone Development asks that the City of Twin Falls and/or the Twin Falls Urban Renewal Agency reimburse Gemstone Development for the financial costs incurred by the required rehabilitation project.

Extreme Excavation Inc.
36 N. Hwy 75
P.O. Box 235
Shoshone, ID 83352
544-ROCK (7625)

Estimate

Date	Estimate #
10/5/2016	1206

Name / Address
Hayes Construction

Public Works Contractor Lic.	Project
PWC-C-16975-A	Climbing Gym

Item	Description	Qty	Unit	Cost	Total
1130	Mobilization	1	LS	1,200.00	1,200.00
2232	Removal of Concrete Sidewalk & Footings	1	LS	1,500.00	1,500.00
2315	Excavation of Unsuitable Soils to 5 ft Below grade	3,200	CY	4.00	12,800.00
1130	Haul of Unsuitable Soils to offsite dump area	3,200	CY	8.00	25,600.00
1130	Haul in Structural Fill for Building pad	3,200	CY	7.00	22,400.00
2315	Build Building Pad to Subgrade with Imported Fill	3,200	CY	8.00	25,600.00
2315	Provide Imported Fill	3,200	CY	5.00	16,000.00
1130	Haul of Trash Soils to Milner Butte if needed	1	CY	32.00	32.00

Acceptance of Estimate. Extreme Excavation is authorized to do the work as specified. Estimate valid for 30 days.

Total $105,132.00

Signature

Any excess material hauled in or out, and/or landscape shaping & final grade will be billed on a time & material basis, unless otherwise noted. In addition all grading will be within +/-1/10 ft per industry standards. Dewatering, rock removal, shoring and/or bracing required, winterization and/or dewinterization, & unsuitable soil conditions, removal & replacement are not included in estimate, unless listed above. Extreme Excavation, Inc. reserves the right to charge a fuel surcharge if fuel prices raise to $4.50 or higher during the duration of the project. Any alteration or deviation from above specifications involving extra costs, will be exceuted only upon written change orders, & will be an extra over & above this estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry builder's Risk, & other necessary insurance for work. Workman's Compensation & Public

Gemstone Climbing Center, LLC
Account QuickReport
All Transactions

Type	Date	Num	Name	Memo	Split	Amount
Excavation						
Contract labor						
Check	10/26/2016	1017	Zobott Construction ...	xcavator and l...	Development, ...	4,132.50
Check	12/13/2016	1023	Hayes Construction	Chris & overh...	Development, ...	1,895.95
Total Contract labor						6,028.45
Dirt for fill						
Check	12/03/2016	1020	Kloepfer, Inc	2320,2321	Development, ...	1,053.60
Check	12/05/2016	1021	Doug McCoy Constr...	900 cy	Development, ...	4,050.00
Total Dirt for fill						5,103.60
Equipment rental						
Check	10/17/2016	1006	City of Twin Falls	water meter	Development, ...	1,500.00
Credit Card Charge	10/22/2016		Barry's Rental	excavator, co...	Capital One- D...	9,158.32
Credit Card Charge	10/31/2016		Barry's Rental	trash pump	Capital One- D...	288.90
Credit Card Charge	11/12/2016		Barry's Rental	Bobcat	Capital One- D...	2,912.68
Check	12/02/2016	1019	Don Campbell	loader	Development, ...	386.95
Check	12/13/2016	1023	Hayes Construction	Hayes Equip...	Development, ...	6,968.98
Total Equipment rental						21,215.83
Fuel						
Check	10/13/2016	1007	United Oil		Development, ...	297.22
Check	10/14/2016	1008	United Oil		Development, ...	391.71
Credit Card Charge	10/15/2016		Stinker		Capital One- D...	23.74
Check	10/17/2016	1009	United Oil		Development, ...	226.99
Check	10/18/2016	1010	United Oil		Development, ...	239.95
Check	10/19/2016	1012	United Oil		Development, ...	255.67
Check	10/20/2016	1011	United Oil		Development, ...	269.42
Check	10/21/2016	1014	United Oil		Development, ...	246.72
Check	10/22/2016	1015	United Oil		Development, ...	129.29
Check	10/24/2016	1016	United Oil		Development, ...	66.66
Check	10/27/2016	1019	United Oil		Development, ...	91.11
Check	11/11/2016	1005	United Oil		Checking GSC...	163.11
Total Fuel						2,401.59
hauling, concrete removal						
Check	12/03/2016	1020	Kloepfer, Inc	2320,2321	Development, ...	2,867.50
Total hauling, concrete removal						2,867.50
other supplies						
Credit Card Charge	10/13/2016		Lowe's	concrete	Capital One- D...	38.99
Credit Card Charge	10/14/2016		Logan's Market Ace ...	tarp, grease	Capital One- D...	28.25
Credit Card Charge	10/15/2016		Lowe's	concrete to fill...	Capital One- D...	47.70
Credit Card Charge	10/15/2016		Floyd Lilly Co.	hydrant wrench	Capital One- D...	42.61
Credit Card Charge	10/19/2016		Floyd Lilly Co.	nozzle	Capital One- D...	48.07
Credit Card Charge	10/20/2016		Ace Hardware	gloves	Capital One- D...	13.22
Check	12/02/2016	1019	Don Campbell	lime, spray pa...	Development, ...	78.58
Total other supplies						297.42
Excavation - Other						
Check	12/05/2016	ACH	EHM Engineers, Inc.	compaction te...	Development, ...	1,729.00
Total Excavation - Other						1,729.00
Total Excavation						39,643.39
TOTAL						**39,643.39**

37710F-sm
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

Twin Falls County, Idaho
Recorded for:
TITLEFACT
01:09pm Jun.04,1999
1999-010661
No. of Pages: 1 Fee: $3.00
ROBERT S. FORT
Ex-Officio Recorder
Deputy: BH

***** *SPACE ABOVE FOR RECORDER* *****

WARRANTY DEED

FOR VALUE RECEIVED **B.R.D., L.L.C., an Idaho Limited Liability Company,** hereinafter called the grantor, hereby grants, bargains, sells and conveys unto **URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS,** hereinafter called grantee, whose address is: P.O. BOX 1907, TWIN FALLS, ID 83301, the following described premises, in Twin Falls County, Idaho, to-wit:

Lots 6, 7, 8, 9, 10, 11, 12, 13, 14 and the Northwesterly 25 feet of Lot 15, Block 145, **TWIN FALLS TOWNSITE,** Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

TOGETHER WITH that certain alley lying between Lots 6, 7, 8, 9 and 10, Block 145, on the Northwest side, and Lot 11, Block 145, on the South said and extending from the Northeast line of Fifth Avenue South to the Southwest line of the main alley running Northwest and Southeast through said Block, more particularly described as follows:

BEGINNING at the West corner of Lot 11 above described, which corner is on the Northeast line of Fifth Avenue South;

THENCE Northeast 125 feet to the North corner of said Lot which is on the Southwest line of the alley running Northwest and Southeast through said Block;

THENCE Northwest along the Southwest line of said alley 15 feet, more or less, to the East corner of Lot 6 in said Block;

THENCE Southwest along the Southeast line of Lots 6, 7, 8, 9 and 10, Block 145, 125 feet to the South corner of Lot 10, which is on the Northeast line of Fifth Avenue South;

THENCE Southeast along the Northeast line of said Avenue 15 feet, more or less, to the POINT OF BEGINNING, all as shown upon the final and amended plat of said Twin Falls Townsite on record in said County.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: June 4, 1999

B.R.D., L.L.C.

BY: ______________________
RICK BEUS, Managing Member

* * * * * * *

STATE OF IDAHO
County of Twin Falls

On this 4th day of June, 1999, before me, a Notary Public in and for said State, personally appeared **Rick Beus,** known or identified to me to be a managing member of the limited liability company of **B.R.D., L.L.C., an Idaho Limited Liability Company,** and the managing member who subscribed said limited liability company name to the foregoing instrument and acknowledged to me that he executed the same in said limited liability company name.

IN WITNESS HEREOF I have hereunto set my hand and official seal the day and year first above written.

Susie Moore

Notary Public for Idaho
Residing in Twin Falls
Commission Expires 11-28-2002

SUSIE MOORE
NOTARY PUBLIC
STATE OF IDAHO

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Monday, September 11, 2017

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray

Request:

Public Hearing to adopt an amendment for the FY 2016-17 budget increasing the total budget by $340,349.

Time Estimate:

N/A

Background:

The proposed amendment to the budget has been published in the Times News and the public was invited to offer written or oral comments at today's meeting.

Collected property taxes for the Chobani property were more than budgeted. The excess has been dispersed to Chobani as a principal payment on their open promissory note.

Approval Process:

Subsequent to any public input, a motion and approval by the Board will authorize the budget amendment.

Budget Impact:

Adoption will increase the current years total budget by $340,349.

Regulatory Impact:

N/A

Conclusion:

The URA/City staff recommend approving the amendment as proposed.

Attachments:

None

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, September 11, 2017

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray

Request:

Appointment of a board member to the Main Avenue Oversight Subcommittee.

Time Estimate:

N/A

Background:

On May 9, 2016, Resolution 2016-2 was adopted. The resolution 1) adopted the Main Avenue Project Governance Model, 2) delegated to the Executive Director authority to approve individual change orders up to $5,000 with a monthly cumulative maximum of $15,000; and 3) created a Project Oversight Subcommittee with authority to approve individual change orders from $5,001 to $15,000 with a monthly cumulative maximum of $100,000.00.

The purpose of this Resolution established a system that could quickly respond to the changing needs of the construction project that currently underway. The original members of the committee were Brad Wills, Bob Richards and Gary Garnand.

Suzanne Cawthra was appointed at a previous meeting to replace Bob Richards seat on the Sub-Committee. The Board needs to appoint another individual to replace Gary Garnand who recently resigned from the TFURA.

Approval Process:

N/A

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

N/A

Attachments:

None