



Urban Renewal Agency Agenda

Thursday, March 21, 2024, 1:30 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, Eric Smallwood

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Conflict of Interest Declaration
- 3) Items of Consideration
 - a) **ACTION ITEM:** Consideration of Resolution No. 2024-02, approving a request for a reimbursement agreement with The Gaslamp, LLC for payment of Impact Fees in the amount of \$20,430.89 associated with improvements at 248 Idaho Street South, Unit 106.
By: Shawn Barigar, Executive Director
- 4) Upcoming Meeting(s)
 - a) April 22, 2024, @ 12:00pm
- 5) 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.



Date: Thursday, March 21, 2024
To: Urban Renewal Agency of the City of Twin Falls
From: Shawn Barigar, Executive Director

ACTION ITEM

Request:

Consideration of Resolution No. 2024-02, approving a request for a reimbursement agreement with The Gaslamp, LLC for payment of Impact Fees in the amount of \$20,430.89 associated with improvements at 248 Idaho Street South, Unit 106.

Background:

Matthew Lancaster, President & CEO of The Gaslamp, LLC is requesting the Urban Renewal Agency of the City of Twin Falls assist with the payment of Impact Fees associated with improvements at a building located at 248 Idaho Street South, specifically to open and operate a facility to accommodate meetings and events. This property is within the newly established Old Towne-2 Revenue Allocation Area.

Mr. Lancaster has communicated to staff that without this funding, the project will not move forward. With the support of the Agency, a building permit can be secured and development of the project will continue.

Mr. Lancaster will present the request as well as an overview of the project. He will be available to answer any questions the board members may have.

City staff will also be available for questions related to the Impact Fee assessment or permitting of the project.

Development of this project would advance the program goals for the Old Towne-2 project plan for the development, redevelopment, rehabilitation, and revitalization of the area. Specifically, it would assist with the development of an underdeveloped area and strengthen the economic base of the project area and community. It would also strengthen the tax base by encouraging private investment, thus increasing the assessed valuation of properties within the Project Area as a whole and benefiting the various taxing districts in which the urban renewal area is located.

Approval Process:

Approval of this request requires a simple majority (50%+1) of the members in attendance at this meeting.

Budget Impact:

Funding for this project will come from the 2023-2024 General Fund budget for “projects, planning, and development” and could be reimbursed to the General Fund from the Old Towne-2 Revenue Allocation Area in the future, once property tax revenue is received.

Regulatory Impact:

N/A

Conclusion:

Staff recommends the Board approve Resolution 2024-02 providing for reimbursement of Impact Fees, subject to certain conditions, to The Gaslamp, LLC in the amount of \$20,430.89.

Attachments:

1. Resolution No. 2024-02 - Gaslamp LLC RPA
2. RPA - Gaslamp LLC Banquet Hall

RESOLUTION NO. 2024-02

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING AGENCY TO ENTER INTO THE REIMBURSEMENT PARTICIPATION AGREEMENT WITH THE GASLAMP LLC; AUTHORIZING THE CHAIR OR VICE-CHAIR AND THE SECRETARY OF AGENCY TO EXECUTE AND ATTEST SAID AGREEMENT AND ANY NECESSARY DOCUMENTS, SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR, VICE-CHAIR, OR ADMINISTRATOR TO TAKE APPROPRIATE ACTION TO IMPLEMENT THE AGREEMENT AND MAKE ANY NECESSARY TECHNICAL CORRECTIONS TO THE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE APPROPRIATION OF FUNDS PURSUANT TO THE AGREEMENT; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

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

WHEREAS, The Gaslamp LLC (the "Participant") leases a building located at 248 Idaho Street South, Unit 106, Twin Falls, Idaho, 83301 (the "Project Site"). Participant seeks to make significant tenant improvements to the Project Site, specifically to open and operate a facility to accommodate meetings and events, which improvements require compliance with the City of Twin Falls (the "City") fire code and The Americans with Disabilities Act (the "Participant's Project");

WHEREAS, Participant's Project will bring people to Downtown Twin Falls and will spur catalytic adjacent investment in the community;

WHEREAS, the Project Site and Participant's Project are located within the Old Towne-2 revenue allocation area (the "Old Towne-2 District") and are subject to the Urban Renewal Plan for the Old Towne-2 Urban Renewal Project (the "Plan"). The Plan was approved by the City Council on November 27, 2023, by Ordinance No. O-2023-014. The Plan includes various measures to mitigate and remediate the Old Towne-2 District;

WHEREAS, Due to the change in use of the Project Site to a commercial use, the City imposed an impact fee of \$20,430.89 associated with Participant's Project (the "Impact Fee"). The City's impact fees are used to improve roads and related public infrastructure improvements, as

well as fire and police operations, including improvements and services within the Old Towne-2 District;

WHEREAS, Participant's Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Old Towne-2 District;

WHEREAS, Participant has requested funding from the Agency for certain eligible costs. Without Agency participation, Participant has represented to the Agency that Participant's Project will not proceed;

WHEREAS, as a result of Participant's agreement to construct Participant's Project, and Participant's commitment to comply with the terms of the Plan, Agency deems it appropriate to reimburse Participant for certain costs related to Participant's Project, specifically the Impact Fee, to achieve the objectives set forth in the Plan and as further set forth in the Reimbursement Participation Agreement, attached hereto as **Exhibit A**;

WHEREAS, Agency deems it appropriate to assist in the reimbursement of the Impact Fee in support of Participant's Project to achieve the objectives set forth in the Plan;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Reimbursement Participation Agreement, attached hereto as **Exhibit A**, and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Reimbursement Participation Agreement, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

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

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Reimbursement Participation Agreement and to execute all necessary documents required to implement the actions contemplated by the Reimbursement Participation Agreement, subject to representations by Agency staff and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Reimbursement Participation Agreement or other documents are acceptable, upon advice from Agency's legal counsel that said changes are consistent with the provisions of the Reimbursement Participation Agreement and the comments and discussions received at the March 21, 2024, Agency board meeting; Agency is further authorized to appropriate any and all funds

contemplated by the Reimbursement Participation Agreement and to perform any and all other duties required pursuant to said Reimbursement Participation Agreement.

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

PASSED AND ADOPTED by The Urban Renewal Agency of the City of Twin Falls, on March 21, 2024.

APPROVED AND EXECUTED by the Chair of the Board of Commissioners of the Agency and attested by the Secretary to the Board of Commissioners, on this 21st day of March 2024.

APPROVED:

By: _____
Rudy Ashenbrener, Chair

ATTEST:

By: _____
Dave McAlindin, Secretary

EXHIBIT A

Reimbursement Participation Agreement

4883-1194-3087, v. 1

**REIMBURSEMENT PARTICIPATION AGREEMENT
(The Gaslamp LLC)**

THIS REIMBURSEMENT PARTICIPATION AGREEMENT (the "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, organized and existing under the laws of the state of Idaho (the "Agency") and The Gaslamp LLC, an Idaho Limited Liability Company (the "Participant"). Agency and Participant may be collectively referred to as the "Parties" and individually referred to as a "Party."

RECITALS

A. Participant leases a building located at 248 Idaho Street South, Unit 106, Twin Falls, Idaho, 83301 (the "Project Site"). Participant seeks to make significant tenant improvements to the Project Site, specifically to open and operate a facility to accommodate meetings and events, which improvements require compliance with the City of Twin Falls (the "City") fire code and The Americans with Disabilities Act (the "Participant's Project").

B. Participant's Project will bring people to Downtown Twin Falls and will spur catalytic adjacent investment in the community.

C. The Project Site and Participant's Project are located within the Old Towne-2 revenue allocation area (the "Old Towne-2 District") and are subject to the Urban Renewal Plan for the Old Towne-2 Urban Renewal Project (the "Plan"). The Plan was approved by the City Council on November 27, 2023, by Ordinance No. O-2023-014. The Plan includes various measures to mitigate and remediate the Old Towne-2 District.

D. Due to the change in use of the Project Site to commercial use, the City imposed an impact fee of \$20,430.89 associated with Participant's Project (the "Impact Fee"). The City's impact fees are used to improve roads and related public infrastructure improvements, as well as fire and police operations, including improvements and services within the Old Towne-2 District.

E. Participant's Project is consistent with the objectives of the Plan and will contribute to enhancing and revitalizing the Old Towne-2 District.

F. Participant has requested funding from the Agency for reimbursement of certain eligible costs. Without Agency participation, Participant has represented to the Agency that Participant's Project will not proceed.

G. As a result of Participant's agreement to construct Participant's Project, and Participant's commitment to comply with the terms of the Plan, Agency deems it appropriate to reimburse Participant for certain costs related to Participant's Project, specifically the Impact Fee, to achieve the objectives set forth in the Plan and as further set forth in this Agreement.

H. Agency deems it appropriate to assist in the reimbursement of the Impact Fee in support of Participant's Project to achieve the objectives set forth in the Plan.

AGREEMENTS

NOW, THEREFORE, in consideration of the above recitals, which are incorporated into this Agreement; the mutual covenants contained herein; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date when this Agreement has been signed by the Participant and Agency (last date signed) and shall continue until: (1) the completion of all obligations of each Party; or (2) December 31, 2024, whichever comes first.

2. Construction and Operation of Participant's Project. Participant agrees to construct Participant's Project commencing within thirty (30) days of receipt of the building permit. Participant shall pay for all of the costs of construction for Participant's Project, including all related impact and permitting fees and costs. Participant shall commence operations of the banquet hall no later than September 30, 2024.

3. Agency's Reimbursement Payment Amount and Payment Period. Agency agrees to reimburse Participant as follows:

- a. Agency's reimbursement to Participant for the Impact Fee shall not exceed \$20,430.89 **WITH NO INTEREST** (the "Reimbursement Amount").
- b. The Agency shall reimburse the Reimbursement Amount to Participant in one lump-sum payment from the Agency's general fund within thirty (30) days of receipt of the following documentation from Participant: (1) documentation evidencing Participant's payment of the Impact Fee; (2) documentation evidencing the City's issuance of a Certificate of Occupancy for Participant's Project; and (3) documentation evidencing that Participant's Project is operational, which must be operational no later than September 30, 2024. Participant agrees to submit additional documentation as may be requested by the Agency Executive Director if the documentation submitted is deemed insufficient by the Agency Executive Director.
- c. If the Reimbursement Amount has not been fully reimbursed on or before December 31, 2024, any further obligation of the Agency is terminated, and Participant shall have no right to the Reimbursement Amount beyond that period.

It is the specific intent of the Parties that the Agency reimbursement shall be paid from the Agency's general fund. Agency's payment obligations hereunder shall not constitute a general obligation or debt of Agency, the State of Idaho, or any of its political subdivisions or give rise to a charge against their general credit or taxing powers to be payable out of any funds.

4. **Conditions Precedent to Agency's Payment Obligation.** Agency agrees to reimburse Participant the Reimbursement Amount subject to the conditions set forth in Section 3.

Participant's failure to comply with all Agreement provisions shall be a basis for termination of Agency's payment of the Reimbursement Amount. If Participant fails to be operational by September 30, 2024, the Agency shall have the right to terminate this Agreement by providing Participant ten (10) days' written notice of termination.

5. **Subordination of Reimbursement Obligations.** The Parties agree this Agreement does not provide Participant with a security interest in any Agency revenues for the Old Towne-2 District or any other urban renewal plan area, including but not limited to revenue from any "Revenue Allocation Area" (as defined in Title 50, Chapter 29 of the Idaho Code). Notwithstanding anything to the contrary in this Agreement, the obligation of Agency to make the payments as specified in this Agreement shall be subordinate to all Agency obligations that have committed or in the future commit available Agency revenues, including but not limited to revenue from any Revenue Allocation Area and may be subject to consent and approval by Agency lenders.

6. **Default.** Except where this Agreement includes specific notice, cure, and termination provisions, neither Party shall be deemed to be in default of this Agreement except upon the expiration of forty-five (45) days [ten (10) days in the event of failure to pay money] from receipt of written notice from the other Party specifying the particulars in which such Party has failed to perform its obligations under this Agreement unless such Party, prior to expiration of said 45-day period [ten (10) days in the event of failure to pay money], has rectified the particulars specified in said notice of default. In the event of a default, the nondefaulting Party may do the following:

- a. The nondefaulting Party may terminate this Agreement upon written notice to the defaulting Party and recover from the defaulting Party all direct damages incurred by the nondefaulting Party.
- b. The nondefaulting Party may seek specific performance of those elements of this Agreement which can be specifically performed, in addition, recover all damages incurred by the nondefaulting Party. The Parties declare it to be their intent that elements of this Agreement requiring certain actions be taken for which there are not adequate legal remedies may be specifically enforced.

- c. The nondefaulting Party may perform or pay any obligation or encumbrance necessary to cure the default and offset the cost thereof from monies otherwise due the defaulting Party or recover said monies from the defaulting Party.
- d. The nondefaulting Party may pursue all other remedies available at law, it being the intent of the Parties that remedies be cumulative and liberally enforced so as to adequately and completely compensate the nondefaulting Party.
- e. In the event Participant defaults under this Agreement, Agency (the nondefaulting Party) shall have the right to suspend or terminate its payment under this Agreement, as more specifically defined in this Agreement, for so long as the default continues and if not cured, Agency's obligation for payment shall be deemed extinguished. In addition, if Agency funds shall have been paid, Participant shall reimburse Agency for any such funds Participant received.

7. **Captions and Headings.** The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions, or agreements contained herein.

8. **No Joint Venture or Partnership.** Agency and Participant agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making Agency and Participant a joint venture or partners.

9. **Notices and Receipt.** All notices given pursuant to this Agreement shall be in writing and shall be given by personal service, by United States mail, or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate Party at the address set forth below:

If to Participant: Matthew Lancaster, President & CEO
The Gaslamp, LLC
4295 N 2500 East
Filer, Idaho 83328
mlancaster@mybploan.com

If to Agency: Shawn Barigar
Urban Renewal Agency of the City of Twin Falls
203 Main Avenue East
Twin Falls, Idaho 83301
208.736-2296
sbarigar@tfid.org

The persons and addresses to which notices are to be given may be changed at any time by any Party upon written notice to the other Party. All notices given pursuant to this Agreement shall be deemed given upon receipt. For the purpose of this Agreement, the term "receipt" shall mean the earlier of any of the following:

- a. Date of delivery of the notice or other document to the address specified above as shown on the return receipt;
- b. Date of actual receipt of the notice or other document by the person or entity specified above; or
- c. In the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of:
 - (1) date of the attempted delivery or refusal to accept delivery,
 - (2) date of the postmark on the return receipt, or
 - (3) date of receipt of notice of refusal or notice of non-delivery by the sending Party.

10. Applicable Law/Attorney Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either Party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees, court costs, and such other costs as may be found by the court.

11. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties.

12. Indemnification. Participant shall indemnify and hold Agency and its respective commissioners, officers, agents, consultants and employees harmless from and against all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, including reasonable architect, design and attorney fees (collectively referred to in this section as "Claim"), which may be imposed upon or incurred by or asserted against Agency or its respective commissioners, officers, agents, consultants and employees relating to the construction or design of the Participant's Project, the Improvement Project or otherwise arising out of Participant's actions or inactions. In the event an action or proceeding is brought against Agency or its respective commissioners, officers, agents, consultants, and employees by reason of any such Claim, Participant, upon written notice from Agency shall, at Participant's expense, resist or defend such action or proceeding. Notwithstanding the foregoing, Participant shall have no obligation to indemnify, defend, or hold Agency and its respective commissioners, officers, agents, consultants, and employees harmless from and against any matter to the extent it arises from the active negligence or willful act of Agency or its respective commissioners, officers, agents, consultants, or employees.

Participant shall also indemnify and hold harmless and defend Agency and its commissioners, officers, agents, consultants and employees from and against any and all claims or causes of action asserted by entities or individuals that are not a party to this Agreement regarding the validity or legality of this Agreement and the reimbursement to Participant of the costs of the Improvement Project by Agency (collectively referred to in this Section as "legality claim"). Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Improvement Project is unlawful or invalid, the Agency shall have no further obligation or liability to reimburse or make payments to Participant for the costs associated with the Improvement Project and Participant shall solely bear the responsibility for such costs. Upon the final decision of a court of competent jurisdiction that is not appealed or not appealable regarding the legality claim determining that the reimbursement to Participant by Agency of the costs of the Improvement Project is unlawful or invalid, then Participant, in Agency's sole discretion, may be required to return any funds paid by Agency to Participant for the Improvement Project within ninety (90) days of written request from Agency to Participant.

If a legality claim is made, then Agency and Participant shall jointly defend against said claim. Participant has the discretion to hire its own legal counsel with Participant reimbursing the Agency for its reasonable fees and costs, including without limitation, attorney and expert witness fees and costs.

If a claim, other than a legality claim, is brought against Agency or its respective commissioners, officers, agents, consultants and employees by reason of any such claim, Participant, upon written notice from Agency shall, at Participant's expense, bear the costs and expense of defending Agency against such action or proceedings by counsel selected by Agency.

13. Antidiscrimination During Construction. Participant, for itself and its successors and assigns, agrees that in the rehabilitation and/or construction of improvements on the Project Site provided for in this Agreement, the Participant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, marital status, age, or physical disability.

14. Compliance with Laws. Participant agrees to comply with all applicable federal, state, and local laws, rules, and regulations, including, but not limited to, all conditions imposed by the City through its planning and zoning land use approval process and building permit approval process. Should the Participant not comply with the requirements set forth in the preceding sentence, the Agency shall no longer be obligated to provide the Participant reimbursement as set forth in this Agreement.

15. Anti-Boycott Against Israel Certification. Participant hereby certifies pursuant to Section 67-2346, Idaho Code, that the Participant is not currently engaged in, and will not for the duration of this Agreement engage in, a boycott of goods or services from Israel or territories under its control.

16. Contract With A Company Owned or Operated By the Government of China Prohibited. Participant hereby certifies pursuant to § 67-2359, Idaho Code, that the Participant is not currently owned or operated by the government of China and will not for the duration of this Agreement be owned or operated by the government of China.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement the day and year below written to be effective the day and year above written.

Agency:

The Urban Renewal Agency of the City of Twin Falls,
an independent public body, corporate and politic

Rudy Ashenbrenner, Chair

Date _____

Attest:

By: _____
Dave McAlindin, Secretary

Date _____

Participant:

The Gaslamp LLC

Matthew Lancaster, Managing Member

Date _____