THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency Agenda

Monday, December 16, 2024, 12:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

Commissioners: Rudy Ashenbrener, Dan Brizee, Jan Rogers, JJ McBride, Dave McAlindin, Eric Smallwood, Jennifer Colvin

1) Confirmation of Quorum/Call Meeting to Order
2) Conflict of Interest Declaration
3) Consent Calendar
   a) **ACTION ITEM:** Request to approve the 1) November 18, 2024, Minutes, 2) November 2024 Financial Report, and 3) December 2024 Accounts Payable.
      By: Lorrie Bauer, Administrative Assistant
4) Reports/Updates
   a) Executive Director's Report
      By: Shawn Barigar, Executive Director
5) Items of Consideration
   a) **ACTION ITEM:** Consideration of approval of the Development Assistance Participation Program Guidelines
      By: Shawn Barigar, Executive Director
   b) **ACTION ITEM:** Presentation by Hansen Parkway Developers and Consideration of Financial Participation from the Agency for a Budget Study with HMH Engineering
      By: Fran Florence, Hansen Parkway Developers
6) Public Input and Announcements
7) Upcoming Meeting(s)
   a) Wednesday, January 22, 2025, @ 12:00 pm.
8) Executive Session
   a) **ACTION ITEM:** Convene in Executive Session per Idaho Code 74-206(1)(e) to consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
      (The meeting will not return to open session.)
9) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lorrie Bauer (208) 735-7313 at least two working days before the meeting. Si desea esta información en Español, por favor llame a Josh Palmer al teléfono (208) 735-7312.

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Minutes

Monday, November 18, 2024, 12:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

Commissioners: Rudy Ashenbrener, Dan Brizee, Jan Rogers, JJ McBride, Dave McAlindin, Eric Smallwood, Jennifer Colvin

1) Confirmation of Quorum/Call Meeting to Order

Present: Rudy Ashenbrener, Dan Brizee, Jan Rogers, Dave McAlindin, Eric Smallwood, Jennifer Colvin

Absent: JJ McBride

Staff Present: Shawn Barigar, Executive Director; Lorrie Bauer, Administrative Assistant; Jesse Schuerman, Staff Engineer; Ruth Pierce, City Council Liaison; Breanna Howard, Finance Director; Travis Rothweiler, City Manager; Mitch Humble, Deputy City Manager

Chair Ashenbrener called the meeting to order at 12:01 PM. A quorum was present.

2) Conflict of Interest Declaration

None.

3) Consent Calendar

a) Request to approve 1) Minutes from the September 30, 2024, special meeting, 2) Minutes for the October 14, 2024, meeting; 3) October 2024 Financial Report, and 4) November 2024 Accounts Payable.
MOTION: Jan Rogers moved to approve the consent calendar as presented. Dave McAlindin seconded the motion. The roll call vote showed all members present voted in favor of the motion.

4) Reports/Updates

a) Executive Director's Report
Executive Director, Shawn Barigar, voiced his report as included in the agenda packet. Discussion ensued.

5) Items of Consideration

a) Discussion of revised draft of Development Assistance Participation Program guidelines and potential policy.
Executive Director, Shawn Barigar, shared the revised draft of guidelines and potential policy related to the program and asked for input from the commissioners. He explained how this program could help development within the Old Towne 2 revenue allocation area by setting parameters that meet our vision and goals. He shared that this is not for large projects. One-time assistance opportunities, eligible expenses, ineligible expenses, and the proposed process were discussed. The philosophy and parameters were recognized. The final draft will be presented at a later date.

6) **Public Input and Announcements**
None.

7) **Upcoming Meeting(s)**

a) December 16, 2024, @ 12:00pm.

8) **Executive Session**

a) Convene in Executive Session per Idaho Code 74-206(1)(c) to acquire an interest in real property not owned by a public agency.
(The meeting will not return to open session.)
MOTION: Jan Rogers moved to convene in the Executive Session. Dan Brizee seconded the motion. The roll call vote showed that all members present voted in favor of the motion. The public portion of the meeting ended at 12:50 pm.

9) **Adjournment**
The meeting adjourned at 1:16 pm. No action or decision was taken during the executive session.

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Lorrie Bauer, Administrative Assistant

Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD
October through November 2024

	Oct - Nov 24	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	0.00	343,903.00	-343,903.00	0.0%
Investment Income	37,917.71	200,400.00	-162,482.29	18.9%
Other Income	0.00	150,000.00	-150,000.00	0.0%
Property Taxes	0.00	4,627,041.00	-4,627,041.00	0.0%
Rental Income	7,766.66	46,600.00	-38,833.34	16.7%
Total Income	45,684.37	5,367,944.00	-5,322,259.63	0.9%
Gross Profit	45,684.37	5,367,944.00	-5,322,259.63	0.9%
Expense				
Bond Trustee Fees	0.00	5,000.00	-5,000.00	0.0%
Community Relations & Website	0.00	10,000.00	-10,000.00	0.0%
Debt Payments - Interest	0.00	476,988.00	-476,988.00	0.0%
Debt Payments - Principal	0.00	714,945.00	-714,945.00	0.0%
Dues and Subscriptions	4,600.00	4,600.00	0.00	100.0%
General Development Projects	10,136.00	500,000.00	-489,864.00	2.0%
Insurance Expense	0.00	11,294.00	-11,294.00	0.0%
Legal Expense	6,001.91	35,000.00	-28,998.09	17.1%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	289.82	4,000.00	-3,710.18	7.2%
Miscellaneous	0.00	500.00	-500.00	0.0%
Office Expense	0.00	500.00	-500.00	0.0%
Prof. Dev.\Training	563.67	7,500.00	-6,936.33	7.5%
Professional Fees	-10,136.00	10,000.00	-20,136.00	-101.4%
Property Maintenance	2,800.00	10,000.00	-7,200.00	28.0%
Property Tax Expense	0.00	0.00	0.00	0.0%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	0.00	1,474,262.00	-1,474,262.00	0.0%
Debt Pay. (Chobani) Principal	0.00	2,195,473.00	-2,195,473.00	0.0%
Total RAA 4-3 (Chobani)	0.00	3,669,735.00	-3,669,735.00	0.0%
Real Estate Purchase	0.00	150,000.00	-150,000.00	0.0%
Total Expense	222,255.40	5,818,062.00	-5,595,806.60	3.8%
Net Ordinary Income	-176,571.03	-450,118.00	273,546.97	39.2%
Other Income/Expense				
Other Income				
Transfers In	0.00	-4,254,726.00	4,254,726.00	0.0%
Transfers Out	0.00	4,254,726.00	-4,254,726.00	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	**-176,571.03**	**-450,118.00**	**273,546.97**	**39.2%**

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
November 2024

	Nov 24
Ordinary Income/Expense	
Income	
Investment Income	16,012.47
Rental Income	3,883.33
Total Income	19,895.80
Gross Profit	19,895.80
Expense	
Dues and Subscriptions	4,600.00
General Development Projects	10,136.00
Legal Expense	6,001.91
Management Fee	208,000.00
Meeting Expense	117.32
Prof. Dev.\Training	563.67
Property Maintenance	2,800.00
Total Expense	232,218.90
Net Ordinary Income	-212,323.10
Net Income	**-212,323.10**

December 2024 Accounts Payable

Check #	***Date***	***Name***	***Amount***	***Account***	***Memo***	***Class/Fund***
4843	12/12/2024	Elam & Burke	1,375.00	Legal Expense	Prof Fees for November 835-2 / #211856	General
4844	12/12/2024	Kimberly Nurseries	272.55	Property Maintenance	Snow/Ice Mgmt for 3rd & Idaho St / #18112	Old Towne-2
4844	12/12/2024	Kimberly Nurseries	160.50	Property Maintenance	Snow/Ice Mgmt for 156 5th Ave S / #18113	Old Towne-2
4845	12/12/2024	Kushlan Associates	8,400.00	Professional Fees	Southwest Project Economic Feasibility Rpt / Inv. #2	General
4846	12/12/2024	Lorrie Bauer	171.25	Meeting Expense	20241118 Meeting Lunch Reimbursement (ChickFilA)	General
4847	12/12/2024	Shawn Barigar	463.55	Meeting Expense	AIC & Assoc Taxpayers Meetings - Hotel Reimbursement	General

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Monday, December 16, 2024

To: Urban Renewal Agency of the City of Twin Falls

From: Shawn Barigar, Executive Director

Executive Director's Report

1. The City Council will hold the public hearing on the Urban Renewal Agency Plan for the Southwest Urban Renewal Project and consider adoption of the ordinance authorizing its creation at their meeting tonight. If they choose to dispense with the reading rules and place the ordinance on its third and final reading tonight, they can vote to adopt it. We will then complete the appropriate filings and have the new area's creation completed.

2. Gemini Business Park in the Orchard Drive East Urban Renewal Area is preparing to submit their plans for the next phase of development. The City development services departments will work with them to advance the next phase of public improvement and private development construction. Agency staff will also review the plans to ensure compliance with the Owner-Participation Agreement. In the meantime, the developer has submitted documentation for much of the initial phase public improvements and Agency and City staff are in the process of reviewing that. Once our review is completed, we anticipate the developer will submit their initial request for reimbursement of the eligible improvements, even though the Agency will not have funds to make that reimbursement until future revenue is received from the increased assessment and tax collection.

3. Mayor Ruth Pierce will be requesting Council approval of her appointment of a citizen ad hoc committee to explore the potential development of a multi-use event center in the next several weeks. Eric Smallwood from the Urban Renewal Agency Board will be recommended as one of the members of the committee. The group will begin meeting in late January or early February.

Attachments:

None

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Monday, December 16, 2024

To: Urban Renewal Agency of the City of Twin Falls

From: Shawn Barigar, Executive Director

ACTION ITEM

Request:

Consideration of approval of the Development Assistance Participation Program Guidelines

Background:

The Board has asked staff to work toward outlining a more formalized set of guidelines related to Agency participation to support private development. Following discussion at the November 18, 2024, Urban Renewal Board meeting, staff has revised the guidelines. The document included in the staff report encompasses these revisions.

Adoption of these guidelines by the Board will allow staff to share information about the program with potential developers, existing property owners and business operators within the Old Towne-2 Urban Renewal Area in downtown Twin Falls, and provide clarity on a process for presentation and consideration of Agency participation.

The guidelines are written with flexibility to allow the Agency discretion in determining eligibility as well as potential financial participation in the future.

If adopted, staff will make the program guidelines available online and will develop an application form for those seeking support from the program.

Approval Process:

Majority vote of the Board of Commissioners present at a meeting where a quorum is present.

Budget Impact:

The adopted budget includes funds for redevelopment projects within the Old Towne-2 Revenue Allocation Area. Any future funding assistance would be dependent upon available funds within the budget at the time of consideration.

Regulatory Impact:

N/A

Conclusion:

Staff recommends the Board adopt the Development Assistance Participation Program guidelines.

Attachments:

1. Development Assistance Participation Program

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Development Assistance Participation Program

Overview & Goals

The Development Assistance Participation Program of the Urban Renewal Agency is designed to support public-private partnership in the Old Towne-2 Urban Renewal Area in Downtown Twin Falls. Through a variety of assistance activities, the Agency strives to encourage private investment in the area, increase valuation of properties, and support employment opportunities within the community.

The primary goal of the Program is to optimize the use of the Agency's financial resources to drive economic development, create suitable public infrastructure, and enhance placemaking within the core of the community.

All activities of the Urban Renewal Agency are governed by Idaho Code in two specific sections:

Idaho Code Title 50 Chapter 20 URBAN RENEWAL LAW

Idaho Code Title 50 Chapter 29 ECONOMIC DEVELOPMENT ACT

Any activities associated with the Development Assistance Participation Program shall comply with Idaho Code.

Additionally, projects within the Old Towne-2 revenue allocation area are subject the Urban Renewal Plan for the Old Towne-2 Urban Renewal Project and shall meet with objectives of the Plan to contribute to enhancing and revitalizing the Old Towne-2 District.

All assistance eligibility is at the sole discretion of the Urban Renewal Agency of the City of Twin Falls and its Board of Commissioners. Any funding assistance will require execution of a participation agreement and contract which has been approved by the Board of Commissioners in a public meeting.

General One Time Assistance Opportunities

The Development Assistance Participation Program allows the Agency to assist private development by reimbursing eligible costs to build and improve public infrastructure. The program is tailored for projects that activate or redevelop deteriorating or underutilized properties, often triggered by a tenant improvement.

Available reimbursement funding correlates with the actual investment made by the developer for both private and public improvements. The impact of those investments must increase the property valuation (as determined by the Twin Falls County Assessor) and generate new property tax revenue from that new valuation to the Agency.

Available funding for consideration is dependent upon the annual budget of the Agency.

Generally, the program is intended to be a cost-share between the private developer and the Agency. The private developer must be able to demonstrate their own expenditures toward public and/or private improvements related to the project of at least an equal amount to what is being requested from the program.

EXAMPLE	PRIVATE IMPROVEMENTS	PUBLIC IMPROVEMENTS	TOTAL BUDGET	AGENCY REIMBURSEMENT
New Construction	$500,000	$100,000	$600,000	$100,000
Remodel	$30,000	$70,000	$100,000	$50,000
Public Improvements Only	$0	$25,000	$25,000	$12,500
No Public Improvements	$50,000	$0	$50,000	$0

Eligible Expenses

The Development Assistance Participation Program may assist private and public development projects with improvements that benefit the public or are in a public right of way or easement.

These Eligible Expenses generally include:

- Sidewalks, ADA pedestrian facilities, street lights, sidewalk furnishings
- Streets, curb, and gutter
- Bicycle facilities (public bike paths, lanes, parking facilities)
- Landscaping and streetscaping in the public right of way (street trees, irrigation, planting beds, planters, pavers)
- Utility main lines and distribution facilities (water, wastewater, pressurized irrigation, electricity, natural gas, telecommunications)
- Twin Falls Canal Company irrigation infrastructure
- Public plazas or parks
- Public parking

Ineligible Expenses

Expenses that encompass costs which are outside of the public improvements are ineligible. These Ineligible Expenses generally include design and engineering, permitting, mobilization, land costs, and developer's profit/overhead.

Process

Developers or property owners interested in eligibility for the Development Assistance Participation Program should contact the Urban Renewal Agency staff as early in the development process as possible and ideally before design has been finalized. Applications must be submitted prior to the issuance of building permits.

1. Contact Urban Renewal Staff to discuss project. Staff will guide developer on which participation program type best fits the project and funding availability as well as connection to City staff and other jurisdictions as may be needed to understand permitting and entitlement.
2. Developer submits application to Agency.
3. Staff presents project to the Board for designation as eligible for participation. Board may provide feedback or revisions to the request.
4. Staff informs developer of eligibility and any conditions requested by the Board.
5. Staff and developer draft formal participation agreement and contract.
6. Agreement is presented to the Board for consideration for approval.
7. Developer completes project and associated public improvements.
8. Developer notifies Agency of completion of project, submits cost documentation and sign-off of appropriate jurisdictions (building occupancy, acceptance of public improvements by City/Idaho Power/others) as outlined in the agreement and contract.
9. Staff verifies cost documentation for eligible expenses and issues confirmation letter.
10. Agency reimburses for eligible expenses according to timeline in agreement and contract.

Contact

Urban Renewal Agency of the City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301

Shawn Barigar, Executive Director
208-735-7240
sbarigar@tfid.org

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, December 16, 2024

To: Urban Renewal Agency of the City of Twin Falls

From: Fran Florence, Hansen Parkway Developers

ACTION ITEM

Request:

Presentation by Hansen Parkway Developers and Consideration of Financial Participation from the Agency for a Budget Study with HMH Engineering

Background:

Fran Florence, representing Hansen Parkway Developers, has had preliminary discussions with staff from the Urban Renewal Agency and City of Twin Falls regarding redevelopment plans between the 200 and 400 block corridor of Hansen Street East. Attached is a letter outlining the intent of today's presentation, an information packet about the Hansen Parkway Development proposal, and a proposal and estimate from HMH Engineering for a budget study for potential Hansen Street enhancements.

Approval Process:

Majority vote of the Board of Commissioners present at a meeting where a quorum is present.

Budget Impact:

The cost of the proposed budget study is $7,000, which is available in the current budget.

Regulatory Impact:

N/A

Conclusion:

Agency staff recommends that the Board receive the presentation and provide input regarding the proposal. Should the Board desire to fund the initial budget study, the Board should vote to accept the proposal and quote from HMH Engineering in the amount of $7,000 and direct staff to coordinate with HMH Engineering, Hansen Parkway Developers, and City staff to complete the study work by January 22, 2025.

Attachments:

1. Hansen Parkway Developers Introduction Letter and Information Packet 12112024
2. Hansen Street Engineering Proposal for Costing 12122024
3. HMH Engineering Agreement 20241212

HANSEN PARKWAY DEVELOPERS
Fran Florence
205 Shoshone St. N #101
Twin Falls, ID 83301
fran@keytoidaho.com
208-280-5800

December 11, 2024

Shawn Beriger
Executive Director
Twin Falls Urban Renewal Agency
203 Main Ave. E.
Twin Falls, ID 83301

Subject: Request for Engagement and Feasibility Determination for a Public-Private Partnership

Dear Shawn,

Please accept this letter and the corresponding information packet as our request for engagement with the Twin Falls Urban Renewal Agency to conduct a determination of feasibility for a Public/Private Partnership between Hansen Parkway Developers (HPD) and the Twin Falls Urban Renewal Agency (TFURA) for the redevelopment of Hansen Street between the 200 and 400 block corridor of Hansen Street East.

HPD has acquired several properties along the corridor with the intent of redeveloping them to conform with the recently adopted TFURA Downtown Twin Falls Master Plan. We are confident that our conceptual plan fulfills the goals established in the Master Plan and will not only set the tone for future development along the important Hansen Street connection but also encourage future complementary development in the Downtown Core.

The "Hansen Parkway" will complete the vital connection between the Historic City Park, City Hall, the 160 Main project, and beyond as it moves toward Rock Creek. We believe that the Parkway will also initiate the often-discussed pedestrian connection from Rock Creek Canyon, through the historic neighborhoods, the college campus, and connecting with the Snake River Canyon Trail.

Our desire is to start the process of feasibility by using the conceptual plan offered and working mutually with the TFURA to develop a more comprehensive analysis of the costs associated with the improvements to the public right-of-way, with the intent of reaching an agreement for shared costs and paybacks for the redevelopment costs.

We are aware that often in the past, the City of Twin Falls staff has been employed to perform some of the feasibility work. However, historically, when workload and/or staff shortages have occurred, their involvement has either been delayed or the decision was made to use outside sources for the work. We find that to be the case currently, and after discussion with City staff, we have tentatively engaged the help of HMH Engineering. HMH's offices are located downtown, and they have assured us of their commitment in time and resources if formally engaged.

For HPD, time is of the essence. Our goal is to start the feasibility process as soon as possible. Included in the materials offered is a proposal from HMH to develop a preliminary budget for public improvements as depicted in the preliminary plan. Further, our request is for TFURA to fund that initial budget study in the amount of Seven Thousand Dollars ($7,000). HMH has indicated that they can perform their work within 30 days and will present their findings at the scheduled TFURA meeting on January 22, 2025.

With that budget information, we can move forward in the process of determining the shared costs and then, if agreeable, proceed through the process of forming a development agreement. Our hope is that we can start the work on both the private investment and the public investments in the late fall of 2025 and deliver a finished project to the community in the spring of 2026.

We look forward to working with you on this important step forward as our collective efforts continue to bring our beloved Downtown back to life.

Sincerely,

Fran Florence
Hansen Parkway Developers

Enclosure: Information Packet & HMH Engineering Proposal

Public Private Partnership

Hansen Parkway

Participants:

Hansen Parkway Developers (HPD)

Twin Falls Urban Renewal Agency (TFURA)

City of Twin Falls, Idaho (TFID)

Rationale

TFURA Master Plan:

In 2023, the TFURA commissioned GGLO, urban design architects, to prepare a twenty-year Master Plan for the continued redevelopment of the Twin Falls downtown core. To that end, GGLO surveyed the community and reviewed past and current planning documents, including the existing Urban Renewal District, the Twin Falls Comprehensive Plan, the Twin Falls City Strategic Plan, Twin Falls Zoning Regulations, the Twin Falls Historic Preservation Plan, and the Parks and Recreation Master Plan. In addition, GGLO conducted a comprehensive survey of community stakeholders and citizens at large.

The Plan approved by TFURA and ratified by TFID set seven general goals. They are:

- Regional Center:
  - Establish Downtown Twin Falls as the social, economic, and cultural center of the region
- Uniquely Twin Falls:
  - Preserve and promote the agricultural heritage and small-town feel of the community
- Canyon Connections
  - Improve Downtown, connection to the region's unique natural features: Snake River and Rock Creek Canyon
- Downtown Living
  - Expand housing opportunities for a range of income levels
- Vibrant Streets
  - Establish a vibrant, walkable, mixed-use environment
- Recreational Hub
  - Attract tourists and new residents by capitalizing on the region's growing reputation as a destination for outdoor adventure
- Access for All
  - Provide clear and safe routes to Downtown for drivers, bikers, walkers, and transit riders

The continuation of the redevelopment of Hansen Street ("Hansen Street Enhancement") is identified as one of the key components of the plan. Specifically the plan aims to "be an attractive, safe, connection from City Park to Rock Creek." The plan designates the neighborhood of Hansen Street, referenced in this Public Private Partnership proposal as the Park District, hence the name chosen for this project as the Hansen Parkway. The master plan further describes the Hansen Street design to encourage pedestrian and bicycle travel and eliminate street parking. The design relies on a heavy influence of landscaping and encourages mixed use.

The implementation matrix assumes a “partnership” with TFURA and private development.

Hansen Parkway Developers Proposal:

HPD has acquired four of the five properties along the south-east side of the 200 through the 300 blocks of Hansen Street East and is in negotiations to acquire additional Hansen Street property. Two of the properties are deemed historic and are included in the City Park Historic District.

The properties have been substantially vacant for several years. HPD intends to redevelop the buildings and repopulate them with active multi-use tenants. To realize their potential, a significant capital investment over the amount of the property purchase cost is needed. *See* ***“Existing Conditions – Exhibits 1-4”***.

HPD has studied the TURFA Master Plan and desires to develop the properties to to comply with the plan’s intent and development guidelines.

The project involves the renovation and reuse of multiple buildings and the redevelopment of Hansen Street infrastructure along the two-block stretch thus connecting the Historic Twin Falls City Park and the Public Library and the recently completed Park Place townhome project, the Urban Renewal Main Street Project, the City Hall, The Commons, the 160 Main building project, and beyond.

The focus is to populate these buildings with tenants who respect the architecture and contribute to a vibrant, walkable urban environment. Proposed uses include professional offices, retail, restaurants, and residential spaces. We are currently working with tenants in all these categories, with the goal of delivering space by spring 2026.

Our proposal follows the guidelines of a Private Public Partnership, wherein the private sector will invest in the building and private land improvement and TFURA would support that investment with a corresponding investment in the public infrastructure.

Enclosed in this proposal are graphic representations of the existing conditions and the proposed mutually funded improvements. It is anticipated that the majority of the public improvements will focus on redesigning, redeveloping, and reusing the existing right of way. The new plan will welcome both pedestrian and bicycle traffic and two lanes of automobile traffic as encouraged in the master plan. Only minor upgrades or changes will be needed in sewer, stormwater or drainage infrastructure are anticipated. *See* ***“Proposed Improvements – Exhibits 1-4”.***

Establishing a Budget and Assignment of Work:

If the preliminary plan is accepted, then budgeting for planning and an eventual development agreement between the participants needs to move forward to meet the goals described.

Given current workloads and limited staff in the city’s engineering and planning departments, their involvement in this preliminary planning process may be limited. In the past when staff time was constrained, outside resources have been employed with ultimate staff oversight. HMH Engineering has been engaged to offer their proposal for the development of a budget and timeline for the work as represented. HPD is requesting that TFURA engage HMH to do the preliminary work per their included as Exhibit A.

Further discussions will focus on budget approval, assignment of financial responsibilities and management of the project workload.

Completion of the Project

HPD has set an ambitious goal of working through the process of agreement, planning and construction to be completed by late spring of 2026.

Existing Conditions
Exhibit 1

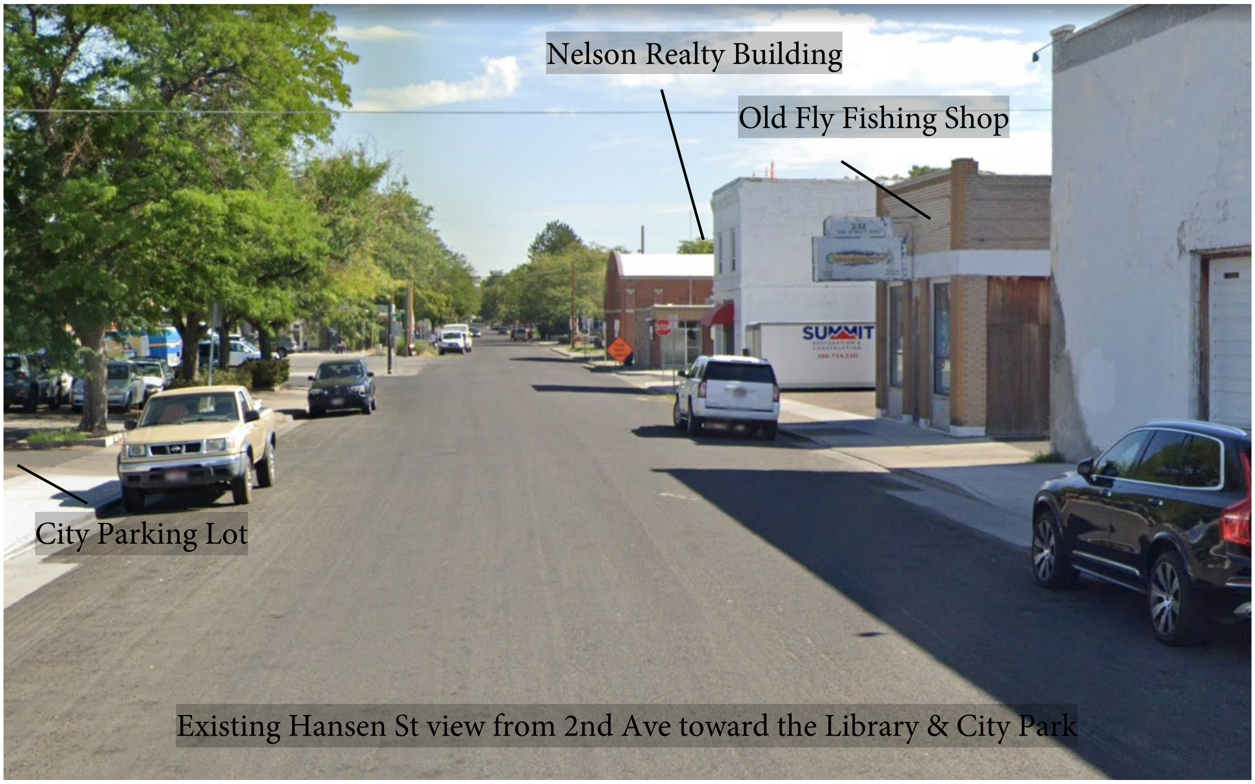

Exhibit 2

Old City Engineering Building

Old Dr. Office

Back of Bail Bond Building

Future Plaza

Existing area between buildings

Exhibit 4

Existing View looking from 3rd Ave back toward City Hall, The Commons, 160 Main and Beyond

Proposed Improvements
Exhibit 1

Exhibit 2

Exhibit 3

Exhibit 4

Proposal

For

Hansen Street – 2nd Ave E. to 4th Ave E.

Hansen St. Revitalization

Twin Falls, Idaho

112 E. Shoshone Street, Suite 3, Twin Falls, ID 83301 - 208.358.8900
www.hmh-llc.com

Probable Project Cost Estimate

Hansen Street revitalization estimate of probable costs

HMH will prepare an estimate of probable cost to construct and complete preliminary design, final design, prepare bid documents, inspect and prepare as-builts of the revelation of Hansen Street – 2nd Ave E. to 4th Ave E.

Probable Cost Fee Schedule

The estimated fees below will not exceed $7,000 unless the scope of work is changed by circumstances beyond our control and the contract is amended by all parties involved:

The **Probable Cost Estimate will be broken down into the following categories:**

Preliminary design
Final Design
Bidding Package
Construction of the project
Inspection during construction
As-built plans

Total Estimated Fees: $7,000

The estimate should be completed by January 15, 2025, if a contract is in place with HMH by December 20, 2024.

December 11,2024
Date

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is entered into effective this ____ day of ___________________, 2024, between HMH, LLC, an Idaho limited liability company ("HMH"), and the Urban Renewal Agency of the City of Twin Falls, Idaho. ("CLIENT").

This Agreement consists of the following documents which are incorporated herein by reference:

a. Terms and Conditions (Exhibit A);
b. Proposal (Exhibit B);

IT IS HEREBY AGREED by and between the undersigned as follows:

1. Scope of Engagement. Client has engaged HMH to perform the following described as requested.

Probable Cost Estimate will be broken down into the following categories:

- Preliminary design
- Final Design
- Bidding Package
- Construction of the project
- Inspection during construction
- As-built plans

Assumptions:

- The estimate of probable cost will be for the rehabilitation of Hansen Street – 2nd Ave E. to 4th Ave E using existing infrastructure as a base.

The services outlined above are to be performed as a Hansen Street – 2nd Ave E. to 4th Ave E ("PROJECT") estimate of probable cost to construct and complete preliminary design, final design, prepare bid documents, inspect and prepare as-builts of the revelation of Hansen Street in Twin Falls Idaho, Twin Falls County. Should the scope of the Project be changed by circumstances beyond the control of HMH, the parties shall renegotiate the terms and conditions of HMH's engagement, including scope of services and rate of compensation.

We have agreed that our engagement is limited to the performance of the services described above. Our acceptance of this engagement does not involve an undertaking to perform any services other than those outlined. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed in writing.

2. Fees. HMH shall perform the **Scope of Engagement** as outlined in the Proposal, Exhibit B as a "Fixed Fee" of **$7,000** unless otherwise approved. Additional work will require a written notice to proceed. In addition, Client shall be responsible for payment of all costs incurred by HMH in performing its Services.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

HMH, LLC
3882 N Schreiber Way, Suite 104
Coeur d'Alene, ID 83815

By: ______________________________

Name: Chanc Meyer

Title: Member

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS,
203 Main Avenue East,
Twin Falls, ID 83301

By: ______________________________

Name: Rudy Ashenbrener

Title: Chair

EXHIBIT A

TERMS AND CONDITIONS

1. Fees. Our current billing rates for the professionals that are likely to work on this Project are outlined in Exhibit B. The fees that we charge for our services are based on a variety of factors, the most important of which is the amount of time spent on a particular engagement by our professionals. Our billing rates are subject to change from time to time, with 30 days advance notice. Other factors also may be taken into consideration in determining our fees, including the novelty and complexity of the engagement; the skill requisite to perform the Services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances.

a. Alternate Fee Arrangements. There are circumstances in which we may provide professional services to you other than on a standard hourly rate arrangement, for example, on a flat-fee basis for certain well-defined services, or other alternate fee basis when appropriate. Any service arrangements other than our standard hourly rates will be effective only after we have discussed the arrangements with you, you have approved the arrangements, and the details of the arrangements have been confirmed in a written fee agreement between you and us.

2. Costs. During the course of performing the Services for you, we may be obligated to make payments to third parties for various services. You will be responsible to reimburse us for any third-party charges which we may advance on your behalf. Examples include government and quasi-governmental agency fees, filing and recording fees, significant document duplication projects, overnight or express mail services, charges for outside consultants and research services, and travel expenses. In some circumstances, arrangements with your approval may be made for third parties to bill you directly for those costs. We will not charge you for certain internal services that we provide in connection with our Services (e.g., routine duplication, postage, faxing, and long-distance charges). We will itemize in detail any costs and charges that we advance on your behalf in the invoices that we send to you.

3. Retainer. We may ask clients to provide an advance deposit with our firm, typically equal to the fees and costs likely to be incurred during a two-month period. We also reserve the right to require additional deposits in advance of undertaking a substantial amount of work. Unless otherwise agreed, any advance deposits will be held in trust for application to the final invoice for the work undertaken under this Agreement. Upon request, we will provide you with an accounting of all monies held in trust.

4. Estimates of Fees and Costs. HMH will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by HMH. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a “not to exceed” limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that HMH shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining

Client's agreement to do so.

5. Payment of Invoices. Our standard practice is to issue invoices monthly for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice, and our firm will charge a late payment fee of 1 1/2% per month (18% per annum) on invoices not paid within 30 days of receipt. Please bring any questions about inaccurate, inappropriate, or uncertain charges to the attention of the supervising engineer responsible for your engagement, within 30 days of the date of the invoice in question. Typically, we are able to resolve billing questions and problems promptly to the satisfaction of our clients with little inconvenience or formality. HMH reserves the right to exercise statutory lien rights to secure any sums due without prior notice.

6. Standard of Performance; Disclaimer of Warranties.

a. Level of Services. HMH offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being provided.

b. Standard of Care. Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, HMH will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

c. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

7. Changed Circumstances. If HMH discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, HMH will notify Client in writing of the changed conditions. Following notification, Client and HMH shall renegotiate the terms and conditions of this Agreement in good faith. If HMH and Client cannot agree upon amended terms and conditions within 30 days after notification of the changed conditions, HMH may terminate this Agreement and shall be compensated for all work performed as of the date of termination.

8. Hazardous Environmental Conditions of Materials. HMH's services exclude any Services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of HMH's scope of work or suspension or termination of services.

9. Assistance with Permits, Governmental Approval. If the Scope of Engagement includes assistance with seeking governmental permits and/or approval, Client understands and agrees that HMH does not warrant or guarantee that any permits or approvals will be acted upon favorably by the appropriate agency. Should Client have any questions regarding applicable laws, regulations, or laws, including but not limited to a determination of which permits or approvals are required for the Project, it agrees that it shall seek independent legal advice. Absent specific directives from the Client to do so, HMH shall have no liability for failing to apply for any requisite governmental permits or approval for the Project.

10. Advise About Possible Outcomes. Either prior to or at the commencement of our engagement, we may have expressed opinions or beliefs concerning the engagement, possible designs, courses of action, and results. Any such statements made are intended to be an expression of opinion only, based upon information then known or available to us, and should not be construed as a promise or guarantee of a particular result or outcome.

11. Opinions of Construction and Project Costs. HMH may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of HMH's control. Client understands and agrees that: HMH has no control over the cost of labor or materials furnished by others or market conditions; HMH's opinions of probable cost are based on HMH's experience and judgment; HMH does not guarantee or warrant that bids or estimates prepared by contractors will not deviate from opinions of probable cost provided by HMH; and HMH is not responsible for variations between actual construction bids or costs and HMH's opinions regarding probable construction costs.

12. Allocation of Risk.

a. Limitation of Liability. The total cumulative liability of HMH, its subconsultants and subcontractors, and all of their respective members, employees and agents (collectively "HMH Entities"), to Client arising from Services under this Agreement, including attorney's fees due under this Agreement, will not exceed $1,000,000.00; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in HMH's Services, whether alleged to arise in tort, contract, warranty, or other legal theory. Upon Client's written request, HMH and Client may agree to increase the limitation to a greater amount in exchange for a negotiated increase in HMH's fee, provided that they amend this Agreement in writing.

b. Indemnification of Client. Subject to the provisions and limitations of this Agreement, HMH agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by HMH's negligent performance of its Services under this Agreement.

c. Indemnification of HMH. To the extent provided by law, Client will indemnify and hold harmless HMH Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by HMH's sole negligence, Client expressly agrees to indemnify and hold harmless HMH Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

d. Consequential Damages. Neither Client nor HMH will be liable to the other for any special, consequential, incidental damages or penalties, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

e. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If HMH provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

13. Insurance. HMH agrees to procure and maintain, at its sole expense, if reasonably available, the following insurance coverage:

a. Statutory Workers' Compensation/Employer's Liability Insurance;

b. Commercial General Liability Insurance with minimum limits of $1,000,000.00 combined single limit for personal injury and property damage;

c. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of $1,000,000.00 combined single limit for bodily injury and property damage; and

d. Professional Liability Insurance of $1,000,000.00 per claim and annual aggregate for protection against claims arising out of the performance of services under this agreement caused by negligent acts, errors, or omissions for which HMH is legally liable.

Upon request and at Client expense, Client can be made an additional insured on HMH's commercial general liability and automobile liability insurance policies and certificates of insurance will be furnished to the Client.

14. Client's Responsibilities. In addition to full and timely payment for the Services performed under this Agreement, Client agrees to:

a. Cooperation. Assist and cooperate with HMH in any manner necessary and within its ability to facilitate HMH's performance under this Agreement.

b. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

c. Rights of Entry. Provide access to and/or obtain permission for HMH to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. HMH will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that HMH's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

d. Relevant Information. Supply HMH with all information and documents in Client's possession or knowledge which are relevant to HMH's Services. Client warrants the accuracy of any information supplied by it to HMH and acknowledges that HMH is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify HMH any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

e. Subsurface Structures. Correctly designate on plans to be furnished to HMH, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s). HMH is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities.

15. Document Ownership, Retention and Destruction. All documents prepared or obtained through the course of the project, including electronic files, are the property of HMH and Client. Upon request and payment of all fees and costs, Client is entitled to a copy of the complete project files, including paper and electronic versions. Client agrees that no work product may be used or reused by the Client other than for the construction, operation and maintenance of the Project, without prior written authorization of HMH. Client acknowledges that any other use of HMH's work product by Client will be at Client's sole risk without liability of HMH. Client shall timely pay, assume, defend, indemnify and hold HMH harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by HMH.

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of our own files within a reasonable time after the termination of the engagement in accordance with our records retention policies. HMH normally does not retain files for more than 5 years after an engagement is concluded.

16. Termination of Engagement. The obligations to perform under this Agreement may be terminated or suspended for convenience by Client effective upon HMH's receipt of notice from owner. The obligation to perform under this Agreement may be terminated by either party upon 30 days written notice. Such termination shall be based upon substantial lack of performance by the other party under this Agreement, including but not limited to, Client's failure to pay monthly invoices. HMH may terminate services under this agreement upon 7 days written notice if Client requires or demands that HMH perform services in conflict with HMH's professional responsibilities and Client hereby waives any and all claims against HMH for such termination. If this Agreement is terminated by either party, HMH shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

17. Miscellaneous.

a. Merger. All oral and written representations, warranties, agreements and contracts discussed or entered into by the parties hereto or their representatives before the effective date of this Agreement relating directly or indirectly to the subject matter set forth in this Agreement are merged into and superseded by this Agreement and this Agreement constitutes the sole and the entire contract between the parties hereto relating to the transactions set forth in this Agreement.

b. Paragraph headings. The paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used to interpret it.

c. Severability. In the event any portions of this Agreement shall be deemed to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

d. Choice of law and consent to jurisdiction and venue. This Agreement shall be governed by the laws of the State of Idaho. The parties hereby consent to the jurisdiction and venue of the City court located in Benewah County, Idaho in the event of any legal proceeding with respect to the negotiation, execution or delivery of this Agreement, or the enforcement of any obligation, right of remedy thereunder, or the assertion of any claim, defense, set off or counterclaim in connection therewith.

e. Construction. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties hereto. The parties hereto agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed, shall constitute one and the same instrument. Several duplicate originals of this Agreement shall be signed and each such signed duplicate original for all purposes.

g. Facsimile Copies. The parties agree that facsimile copies of the signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind the parties' respective rights and obligations under this Agreement, to the same extent as if such signatures were original signatures.

h. Time of the Essence. Timely and prompt performance of each provision of this Agreement is of the essence and shall be required.

i. Notices. Notices required hereunder shall be in writing and shall be delivered to the parties by hand, or certified mail, return receipt requested, at the addresses first listed above and shall be effective upon delivery.

j. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed to by each of the parties hereto or their authorized representatives.

k. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future successors in interest, partners, directors, officers, owners, stockholders, administrators, executives, employees, agents, representatives and all parent, subsidiary, allied or affiliated corporations or survivors by merger.

l. No Third Party Beneficiaries. There shall be no designated or intended third-party beneficiaries to this Agreement. This Agreement is for the sole and exclusive benefit of the parties.

m. Waiver of Jury Trial. Both parties forever waive any and all rights to a trial by jury in any action or proceeding to enforce or defend any rights or remedies under this Agreement, or any action or proceeding in any way arising out of or in connection with this Agreement, whether in contract or tort, at law or in equity, or mixed, and agree that any such action shall be tried by a judge and not by a jury.

n. Attorney’s Fees. In the event the parties are unable to resolve a dispute arising under this Agreement and litigation or arbitration is filed to resolve the dispute, the prevailing party shall be entitled to an award of their reasonable attorney’s fees and costs.

EXHIBIT B

Proposal

For

Hansen Street – 2nd Ave E. to 4th Ave E.

Hansen St. Revitalization

Twin Falls, Idaho

112 E. Shoshone Street, Suite 3, Twin Falls, ID 83301 - 208.358.8900
www.hmh-llc.com

Probable Project Cost Estimate

Hansen Street revitalization estimate of probable costs

HMH will prepare an estimate of probable cost to construct and complete preliminary design, final design, prepare bid documents, inspect and prepare as-builts of the revelation of Hansen Street – 2nd Ave E. to 4th Ave E.

Probable Cost Fee Schedule

The estimated fees below will not exceed $7,000 unless the scope of work is changed by circumstances beyond our control and the contract is amended by all parties involved:

The **Probable Cost Estimate will be broken down into the following categories:**

Preliminary design
Final Design
Bidding Package
Construction of the project
Inspection during construction
As-built plans

Total Estimated Fees: $7,000

The estimate should be completed by January 15, 2025, if a contract is in place with HMH by December 20, 2024.

December 11,2024
Date