Urban Renewal Agency
Agenda

Monday, April 21, 2025, 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) March 17, 2025, Minutes, 2) March 19, 2025, Special Meeting Minutes, 3) March 2025 Financial Report, and 3) April 2025 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:** Consider the eligibility of a request for support from the Development Assistance Participation Program by Andy Hohwieler representing Rudy's.
   By: Shawn Barigar, Executive Director
   b) **ACTION ITEM:** Consider solicitation of Request for Proposals for lease of real property owned by the Agency (237 and 251 Maxwell Avenue) in the Old Towne-2 Revenue Allocation Area.
   By: Shawn Barigar, Executive Director
   c) **ACTION ITEM:** Consider Task Order for Kushlan | Associates for consultant services related to Revenue Allocation Area 4-3 (Chobani).
   By: Shawn Barigar, Executive Director
6) Public Input and Announcements
7) Upcoming Meeting(s)
   a) Monday, May 19, 2025, 12:00 pm.
8) Executive Session
   a) **ACTION ITEM:** Executive Session pursuant to Idaho Code Section 74-206(1)(b) To consider the evaluation, dismissal or discipline of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent, or public-school student.
9) Adjournment

Any person(s) needing special accommodation 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, March 17, 2025, 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, JJ McBride, Dave McAlindin, and Eric Smallwood *(via phone)*.
Absent:	Jennifer Colvin.
Staff Present:	Shawn Barigar, Executive Director; Lorrie Bauer, Administrative Assistant; Parker Scherer, Assistant Finance Director; Jesse Schuerman, Staff Engineer; Ruth Pierce, City Council Liaison; Travis Rothweiler, City Manager; Mitch Humble, Deputy City Manager, and Breanna Howard, Finance Director.

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

2) Consent Calendar

a) Request to approve the 1) February 20, 2025, Minutes, 2) February 2025 Financial Report, and 3) March 2025 Accounts Payable.
MOTION: Commissioner Jan Rogers moved to approve the consent calendar as presented. Commissioner Dave McAlindin seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

3) Reports/Updates

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

4) Items of Consideration

a) Presentation and Consideration for approval of the FY2024 Audited Financial Statements.
Assistant Finance Director, Parker Scherer, presented an overview of the FY2024 audited financial statements included in the agenda packet.
MOTION: Commissioner Dave McAlindin moved to approve the FY2024 audited financial statements as presented. Commissioner Jan Rogers seconded the motion. Roll call vote showed all members present voted in favor of the motion.

b) Presentation of the 2024 Annual Report followed by Public Comments.
Executive Director, Shawn Barigar, shared the draft of this report was presented during the February meeting and only a couple of tweaks were made prior to this presentation: the picture on the cover sheet was updated and the current audit information was added. Mr. Barigar presented the final report.
Chair Ashenbrener opened the floor for public comment: None received. Public comment closed.

c) Request to approve Resolution No. 2025-01 adopting the 2024 Annual Report and direct staff to fulfill statutory publication and access requirements per Idaho Law.
MOTION: Commissioner Jan Rogers moved to approve Resolution No. 2025-01 adopting the 2024 Annual Report. Commissioner JJ McBride seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

5) Public Input and Announcements

Commissioner JJ McBride congratulated Jesse Schuerman for being crowned National Champion at the racketball tournament in Tuscon Arizona.

Chair Rudy Ashenbrener gave kudos to Commissioner Jennifer Colvin and all involved with the success of the St. Patrick's event last Saturday.

6) Upcoming Meeting(s)

a) Monday, April 21, 2025, @ 12:00 pm.

7) Executive Session

a) 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.)
The executive session was cancelled.

8) Adjournment

MOTION: JJ McBride moved to adjourn. Dan Brizee seconded the motion. Roll call vote showed all members present voted in favor of the motion. The meeting adjourned at 12:19 PM.

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Lorrie Bauer, Administrative Assistant

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Minutes

Wednesday, March 19, 2025, 8:30 AM

*** SPECIAL MEETING ***

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, JJ McBride, Dave McAlindin, Jennifer Colvin & Eric Smallwood *(via phone)*.

Absent: None.

Staff Present: Shawn Barigar, Executive Director; Lorrie Bauer, Administrative Assistant; Parker Scherer, Assistant Finance Director; Ruth Pierce, City Council Liaison; Travis Rothweiler, City Manager; Mitch Humble, Deputy City Manager; and Breanna Howard, Finance Director.

Chair Ashenbrener called the meeting to order at 8:30 AM. A quorum was present.

2) Items of Consideration

a) Consider a request to approve Resolution No. 2025-02 approving a development agreement for an industrial expansion.
Executive Director, Shawn Barigar, shared the purpose of this report is to summarize and provide recommendations on the Expansion Project Development Agreement between the City of Twin Falls, the Urban Renewal Agency (URA), and Chobani, LLC. The agreement outlines responsibilities, financial commitments, and infrastructure improvements necessary to support Chobani's planned $500 million expansion and creation of 150 new jobs at their Twin Falls facility. The proposed infrastructure improvements will support broad economic growth and job creation.

This expansion builds upon the Original 2011 Development Agreement, which established Revenue Allocation Area #4-3 to fund eligible components for Chobani's initial project as well as future expansion opportunities within the life of Area #4-3 through September 30, 2032.

The Urban Renewal Agency (URA) issued bonds to finance initial infrastructure improvements. Bond payments are made from revenue allocation revenues in RAA #4-3. Additional initial investments were made by the City of Twin Falls, Community Development Block Grants through the State of Idaho, community contributions, and Chobani.

Further expansions of Chobani's facilities and associated water and wastewater improvements were made through amended agreements in 2016 and 2019. These improvements were funded by Chobani and eligible for reimbursement from available revenue allocation revenues after meeting the bond obligations.

This expansion project requires additional upgrades to the city's water and wastewater systems to accommodate an additional 1 million gallons per day of potable water delivery and 1 million gallons per day of additional wastewater flow, as well as improvements to the electric power system. As a continuation of the previous commitments, these additional public improvements are eligible for funding from anticipated new Revenue Allocation based upon the increased assessed value of the facilities through the term of RAA #4-3, which will terminate September 30, 2032.

City of Twin Falls Responsibilities

- **Water System Upgrades**
  - Construct South Well #5 (1 MGD capacity).
  - Estimated Cost: $3.5 million (fully funded by the City).
- **Sewer System Upgrades**
  - Install new wastewater gravity main (Pole Line Road segment).
  - Estimated Cost: $9 million (funded 50% by City, 50% by Chobani).
  - City will cover up to $1.5 million in cost overruns.

Chobani Responsibilities

- **Power System Upgrades**
  - Install new transmission lines from Pillar Falls substation.
  - Estimated Cost: $3.5 million (fully funded by Chobani, eligible for reimbursement).
- **Sewer System Upgrades Contribution**
  - Pay 50% of the new wastewater gravity main cost (up to $4.5 million, eligible for reimbursement).
  - Pay a $3,746,900 industrial wastewater discharge fee for expanded Wastewater Treatment Plant capacity.
- **Pretreatment Facility (PTF) Upgrades**
  - Expand wastewater treatment capacity.
  - Estimated Cost: $25 million (funded by Chobani, reimbursement optional).
- **Permit and Impact Fees**
  - Pay all building permit fees.
  - Advance fund Impact fees (eligible for reimbursement).

Urban Renewal Agency (URA) Responsibilities

The URA will reimburse Chobani from available additional Revenue Allocation Revenues, based upon the new value, for the following eligible improvements:

- **Sewer System Upgrades:** $4,500,000.
- **Impact Fees:** $701,943.
- **Power System Upgrades:** $3,500,000.
- **Pretreatment Facility (PTF) Upgrades:** potentially, $25,000,000.

Financial Commitments & Funding Priorities

- **Total Estimated Cost:** $45.75 million.
- **Funding Sources**:
  - City: $8 million.
  - URA (Tax Increment Financing - TIF): Up to $33.7 million.
  - Chobani: Up to $29 million (if no reimbursement for PTF upgrades).

Reimbursement from Revenue Allocation Revenues will be subject to the bond obligations, which take priority over all other reimbursements. The parties will work in good faith to explore additional sources and opportunities for funding the expansion improvements.

Next Steps:

1. Approval of the Development Agreement by the URA Board, the City Council, and then by Chobani.
2. Development of any amendments to construction and/or reimbursement agreements and utility service agreements.
3. Coordination of construction schedules between the City, Chobani, and utility providers.

Discussion ensued. The intent is to begin construction immediately. They are anticipating being operational by the end of the year or early 2026.

MOTION: Dave McAlindin moved to approve Resolution No. 2025-02 approving a development agreement for an industrial expansion. Jennifer Colvin seconded the motion. Roll call vote showed all members present voted in favor of the motion. Approved 7 to 0.

3) Adjournment

MOTION: Jan Rogers moved to adjourn. JJ McBride seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0. The meeting adjourned at 8:41 AM.

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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 2024 through March 2025

	Oct '24 - Mar 25	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	109,236.77	343,903.00	-234,666.23	31.8%
Investment Income	126,426.95	200,400.00	-73,973.05	63.1%
Other Income	952.31	150,000.00	-149,047.69	0.6%
Property Taxes	4,101,704.12	4,627,041.00	-525,336.88	88.6%
Rental Income	23,299.98	46,600.00	-23,300.02	50.0%
Total Income	4,361,620.13	5,367,944.00	-1,006,323.87	81.3%
Gross Profit	4,361,620.13	5,367,944.00	-1,006,323.87	81.3%
Expense				
Bond Trustee Fees	3,000.00	5,000.00	-2,000.00	60.0%
Community Relations & Website	0.00	10,000.00	-10,000.00	0.0%
Debt Payments - Interest	243,375.00	476,988.00	-233,613.00	51.0%
Debt Payments - Principal	355,000.00	714,945.00	-359,945.00	49.7%
Dues and Subscriptions	4,600.00	4,600.00	0.00	100.0%
General Development Projects	17,136.00	500,000.00	-482,864.00	3.4%
Insurance Expense	4,522.00	11,294.00	-6,772.00	40.0%
Legal Expense	12,022.60	35,000.00	-22,977.40	34.4%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	1,388.06	4,000.00	-2,611.94	34.7%
Miscellaneous	0.00	500.00	-500.00	0.0%
Office Expense	47.19	500.00	-452.81	9.4%
Prof. Dev.\Training	1,513.83	7,500.00	-5,986.17	20.2%
Professional Fees	-1,736.00	10,000.00	-11,736.00	-17.4%
Property Maintenance	5,193.75	10,000.00	-4,806.25	51.9%
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%
RAA Orchard Dr East	0.00	0.00	0.00	0.0%
Real Estate Purchase	0.00	150,000.00	-150,000.00	0.0%
Total Expense	854,062.43	5,818,062.00	-4,963,999.57	14.7%
Net Ordinary Income	3,507,557.70	-450,118.00	3,957,675.70	-779.3%
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	**3,507,557.70**	**-450,118.00**	**3,957,675.70**	**-779.3%**

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
March 2025

	Mar 25
Ordinary Income/Expense	
Income	
Investment Income	25,081.09
Property Taxes	1,287.23
Rental Income	3,883.33
Total Income	30,251.65
Gross Profit	30,251.65
Expense	
Bond Trustee Fees	3,000.00
Debt Payments - Interest	243,375.00
Debt Payments - Principal	355,000.00
Insurance Expense	4,522.00
Legal Expense	339.63
Prof. Dev.\Training	950.16
Property Maintenance	1,960.70
Total Expense	609,147.49
Net Ordinary Income	-578,895.84
Net Income	**-578,895.84**

April 2025 Accounts Payable

Check #	***Date***	***Name***	***Amount***	***Account***	***Memo***	***Class/Fund***
4863	4/10/2025	Column Software	26.07	Legal Expense	T-News Notice - 2024 Annual Rpt Filed w/City / 0012	General
4864	4/10/2025	Elam & Burke	104.75	Legal Expense	Professional Fees for March 835-2 / #214075	General
4864	4/10/2025	Elam & Burke	5,855.00	Legal Expense	Professional Fees for March 835-5 / #214076	RAA 4-3 Chobani
4864	4/10/2025	Elam & Burke	150.00	Legal Expense	Professional Fees for March 835-7 / #214077	RAA Old Towne-2
4865	4/10/2025	Lorrie Bauer	172.50	Meeting Expense	20250317 Meeting Lunch Reimb / Great Harvest	General
4866	4/10/2025	Rinard Media	750.00	Communuity Relations	URA Website Development / #12909	General

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Monday, April 21, 2025

To: Urban Renewal Agency of the City of Twin Falls

From:

Executive Director's Report

1. Staff continues to have conversations with potential developers interested in the Old Towne-2 Revenue Allocation Area downtown. The Hansen Street Development group continues work on financial data related to redevelopment in this corridor and will be back before the board once that information is completed. An additional developer has expressed interest in redevelopment of the Globe Feed and Seed buildings on 4th Avenue South. They're consulting with lenders to determine financial feasibility. And another development group has inquired about potential development property for a multi-family housing development in downtown. As these projects are solidified, staff will work toward completing drafts of requests for proposals on agency-owned property, as appropriate, for the board's consideration.

2. In the coming few months, we'll be scheduling an update for the board with Gemini Business Park as they're wrapping up their Phase 1 projects and moving forward with additional development this year.

3. The Children's Museum of Magic Valley has also contacted staff to be included on an upcoming agenda to provide an update to the board related to their project. As you'll recall, the previous agreement to negotiate exclusively with the Children's Museum for development on agency-owned property at 3rd Avenue South and Idaho Street terminated with the former Revenue Allocation Area 4-1. Future consideration of a project would need to go through another formal Request for Proposal process.

4. Shawn Barigar will once again be attending the SelectUSA Investment Summit in Washington, DC in May as part of the Idaho team.

5. Lorrie Bauer just returned from a Laserfiche training and will be utilizing skills she's learned to better organize and digitally archive important records for the Urban Renewal Agency.

Attachments**:**

None

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, April 21, 2025

To: Urban Renewal Agency of the City of Twin Falls

From: Shawn Barigar, Executive Director

ACTION ITEM

Request:

Consider the eligibility of a request for support from the Development Assistance Participation Program by Andy Hohwieler representing Rudy's.

Background:

The Agency has received an application from Andy Hohwieler representing Rudy's at 147 Main Avenue West for the Development Assistance Participation Program. Program guidelines were approved by the Board in December 2024. The guidelines outline general one-time assistance opportunities to assist private development by reimbursing eligible costs to build or improve public improvements. The guidelines also lay out the process for consideration by the board. Following discussion with staff and submission of the application, the applicant and staff are here today to review the request and seek the board's feedback about whether the project is deemed eligible; what conditions, if any, the board may request; and whether the board would direct staff and the developer to move forward with drafting a formal participation agreement for their future consideration for approval.

The applicant will present an overview of their request. Staff will also provide comments on the application and process.

Approval Process:

A majority vote of a quorum of the Agency Commissioners present at the meeting.

Budget Impact:

Any financial contribution considered in a final participation agreement would utilize budgeted funds in either the general fund under General Development Projects or the Old Towne-2 Revenue Allocation Area related to projects.

Regulatory Impact:

N/A

Conclusion:

Staff recommends the board determine the eligibility of the request, provide any feedback or conditions, and direct staff whether to move forward with a formal participation agreement.

Attachments:

1. Development Assistance Participation Program Appli
2. Rudys ReImage 2025 J14674 (1)
3. Application of Appropriateness
4. URA Development Assistance Participation Program 20250303

Development Assistance Participation Program Application Form

The Urban Renewal Agency of the City of Twin Falls

Applicant Information

Name of Developer/Property Owner: *

Andy Hohwieler

Company Name (if applicable):

Rudy's

Primary Contact Person: *

Andy Hohwieler

Phone Number *

208-731-3673

E-mail *

andy@cooksparadise.com

Address *

Street Address

147 Main Ave Weest

Address Line 2

City

Twin Falls

State/Province/Region

ID

Postal/Zip Code

83301

Country

USA

Website:

www.rudys.shop

Project Information

Project Name:

Project Location/Address: *

147 Main Ave West, Twin Falls, ID 83301

Parcel Number(s): *

RPT00011020050 RPT00011020040

Current Property Use: *

Retail

Proposed Property Use: *

Retail

Description of Project: *

(Include the goals, scope, and expected outcomes)

We acquired Rudy's-A Cook's Paradise in October 2024. Rudy's has been a retail staple of the downtown and Main Ave. scene since its conversion from a hardware store in 2022. The project proposed is centered around two, key concepts. First, we want to elevate the look, feel, and experience for the customers and community. Second, in the effort to elevate and refresh, it is vital we do all that we can to elicit the sense of permanency...permanency in the meaning that this store is the longest, contiguously operated retail store in Downtown. It is our mission to bring as many historical and authentic elements to the work while also delivering a refined and welcoming environment.

The scope of the work is as follows:
Refresh the exterior of the building. Paint the exterior portions of the existing painted areas. Specifically, paint the 151 Main Ave building a color closer to the existing brick. New signage. Add awnings to the exteriors. In reviewing pictures of Main Ave from the past decades, it was evident nearly all storefronts had awning. These building had awnings, but were removed. Add planter boxes and additional outdoor seating that will be used seasonally in the expanded services of a wine tasting-room to be added inside.

Interior:
Refresh the kitchen. New countertops, shelving, lighting, etc.
New flooring in the 151 Main Ave Side
All new merchandising fixtures
Adding a coolers to offer fresh foods for sale
Adding self-serve wine machines and expanded wine shelving.
New paint on all walls
New POS stations

The expected outcome is to maintain the charm of Rudy's...charm that has a loyal following of customers and love from the community while refreshing and modernizing the Brand and shopping experience. I am incredibly passionate about downtown. I want our store to reflect quality, pride of ownership, and to give the people of Twin Falls a fun and exciting place to shop and experience the wide culinary world.

Estimated Start Date: *

2025-04-17

Estimated Completion Date: *

2025-04-30

Eligible Expenses

Indicate which public infrastructure improvements are part of this project:

- [ ] Sidewalks / ADA Pedestrian Facilities
- [ ] Street Lights / Sidewalk Furnishings
- [ ] Streets, Curb, and Gutter
- [ ] Bicycle Facilities
- [ ] Landscaping/Streetscaping in Public ROW
- [ ] Utility Main Lines and Distribution Facilities
- [ ] Twin Falls Canal Company Irrigation Infrastructure
- [ ] Public Plazas or Parks
- [ ] Public Parking
- [x] Other

Other Improvement*

Bring back the historical elements of retail storefronts of the past. Install vibrate and inviting awning. Signage that is refined, yet timeless in appearance. Install planter boxes for flowers. Seasonally have outdoor seating. Repaint the exterior to maintain building appearance...and make color change that better match the brick facade.

Provide a brief explanation of each selected Public Improvement and its associated cost:

Improvement Type	Cost	Details
Paint Exterior	$8,000.00	Paint exterior of 147 and 151 Main Ave. Refresh the color scheme to match brand standards and the historical nature of the brick buildings.
Signage	$11,000.00	Replace exterior signs that align with brand standards and materials of historical nature
Awning	$12,000.00	Install awnings in front and back of store. Awnings have been a hallmark of Main Ave. We want to bring back this element to Rudy's.
Planters	$1,500.00	Install robust flower/greenery planters
Seasonal Seating	$2,000.00	Seating used seasonally for customers to use while enjoying small plates and wine

List private improvements that are part of this project and their associated cost:

Improvement Type	Cost	Details
Kitchen Refresh	$18,000.00	Replace countertops, sinks. Install new shelving. Install extensive tile work. New lighting
Flooring	$19,500.00	New hard surface flooring in 151 Main Ave. Replace carpeting
New Merchandising Fixtures	$22,000.00	New wall and floor merchandising fixtures that offer more efficient space utilization and aesthetically pleasing.
Design Services	$30,000.00	Contracting with RetailWorks. A 30 year old retail design, retail psychology, and operations consultant. They were specifically

		selected for their work with independents and focused on creating vibrant downtowns
Wine Bar	$24,000.00	Installing WineEmotion, self service wine units, cabinetry, and install services
Appliances	$12,000.00	New cheese cooler, sinks, faucets.
POS improvements	$5,500.00	New Countertops
Paint	$14,000.00	New paint on walls and cabinets
Lighting	$3,000.00	New Lighting with higher efficiency bulbs and effective spot illumination

Budget & Funding

Total Project Budget (minus sales tax): *

$181,500.00

Requested Agency Reimbursement: *

$34,500.00

Funding Justification (Staff is able to assist you prior to completing this form.)

Estimated Property Valuation Increase (Post-Project): *

$126,000.00

Current Assessed Valuation: *

$352,351.00

Projected New Property Tax Revenue: *

$1,165.00

Supporting Documentation: Attach the following required documents:

1. Project plans, including designs or concept drawings.
2. Cost estimates/budget breakdown.
3. Timeline of project phases.
4. Proof of private investment (if applicable).

File Upload

Application of Appropriateness.docx	1.64MB
Renovation Gantt Chart.xlsx	37.84KB
Rudys ReImage 2025 J14674 (1).pdf	11.61MB
J14674 - OPT.1 - Rudy's - A Cooks Paradise (Twin Falls, ID).pdf	341.72KB

Certification

I hereby certify that:

1. I currently have sufficient funds or financing available to fully complete the project for which I am requesting partial funding.

2. I understand that the use of Agency funds for this proposed project requires strict adherence to the specific restrictions and regulations pertaining to such funds. If selected for funding, I agree to comply in all respects with any and all applicable local, state and federal laws and regulations applicable to receipt and use of those funds and to the terms and conditions of any Participation Agreement between the Agency and the Applicant.

3. I understand that if this proposed project is approved for partial cost reimbursement with Agency funds, I will be required to enter into a separate written Participation Agreement with the Agency establishing the specific terms and conditions of using these funds as approved by the Agency.

4. I understand that all work requested for reimbursement must be approved before the actual work requested for reimbursement is started and completed.

5. I understand that all Agency funded improvements must stay with the property unless approved, in writing, by the Agency prior to removal.

Signature *

Andy Hohwieler

Declaration

I hereby certify that the information provided is true, accurate, and complete to the best of my knowledge. I acknowledge that submitting this application does not guarantee funding, and all assistance is at the discretion of the Urban Renewal Agency of Twin Falls.

Applicant Signature*

Andy Hohwieler

Date:*

2025-04-07

Applicant Name (printed):*

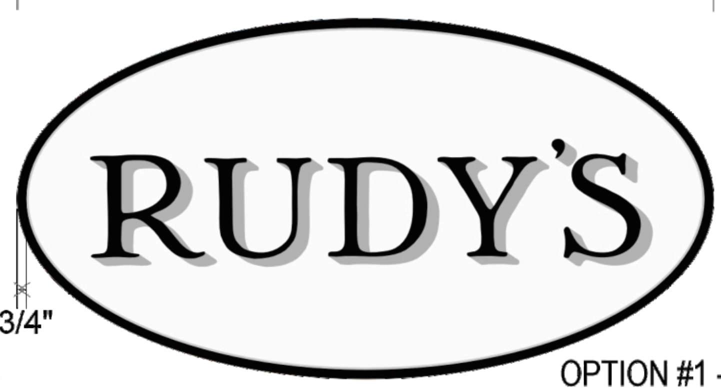
Andy Hohwieler

12.0 Sq.Ft.

4'-10"

2'-6"

3/4"



OPTION #1 - WHITE

OPTION #2 - BLACK

A D/F ENAMEL SIGN

WHITE / BLACK BACKGROUND

1/2" RAISED COPY, PAINTED AND FLUSH MOUNTED

MOUNTED w/ EXISTING HARDWARE AND EXTERNAL LIGHTING

PROPOSED

AN EMPLOYEE OWNED COMPANY

CLIENT: Rudy's

ADDRESS: Twin Falls, Idaho

DATE: 04 March 2025

SCALE: 3/4"=1'

ACCOUNT EXECUTIVE: Brandon B.

DRAWN BY: rba

FILE NAME: ...\Rudy's\ReImage 2025 J14674...

JOB #: J14674

REVISIONS:

Twin Falls
P.O. BOX 305
1925 KIMBERLY RD.
TWIN FALLS, ID 83303
208.733.1739
1.800.621.6836
fax 208.736.8653

Boise/Meridian
2070 E. COMMERCIAL ST.
MERIDIAN, ID 83642
208.388.1739
fax 208.388.3966

lytlesigns.com

APPROVED BY:

DATE:

MAIN ENTRANCE ELEVATION

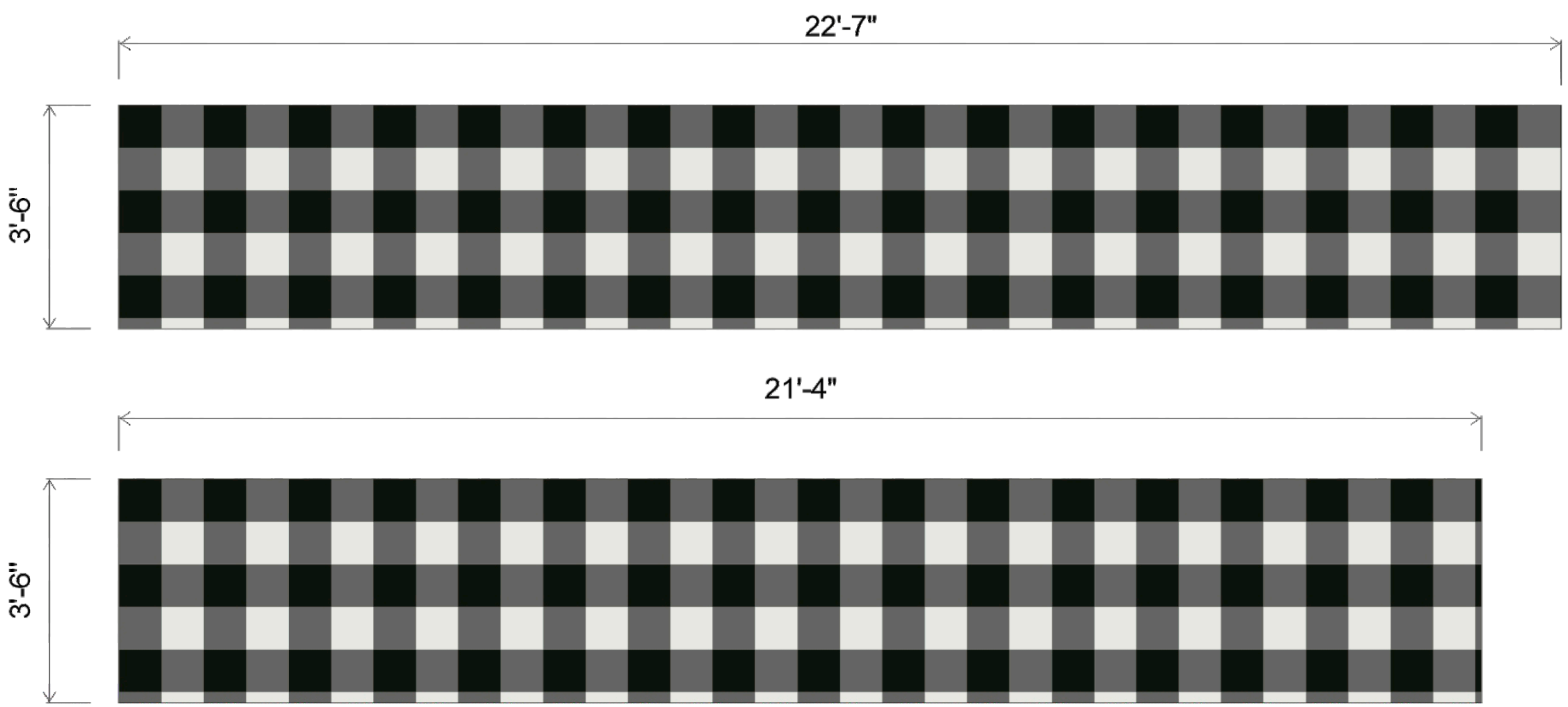
QTY: 1ea.

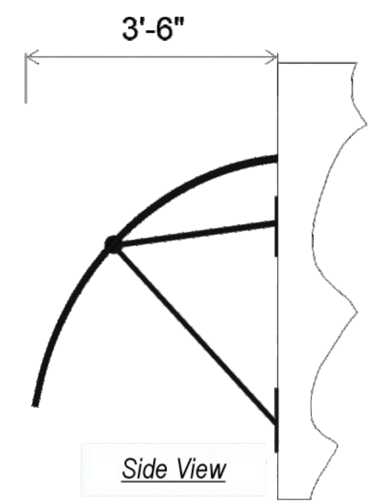
CRESCENT AWNINGS

Kravet Basics - 35371-81 AWNING FABRIC

STRETCHED OVER 1" METAL SQUARE TUBE FARMWORK

w/ OPEN ENDS





AN EMPLOYEE OWNED COMPANY

CLIENT:	Rudy's
ADDRESS:	Twin Falls, Idaho
DATE:	04 March 2025
SCALE:	3/8"=1'
ACCOUNT EXECUTIVE:	Brandon B.
DRAWN BY:	rba
FILE NAME:	...\Rudy's\ReImage 2025 J14674...
JOB #:	J14674
REVISIONS:	
PAGE	2 OF 4

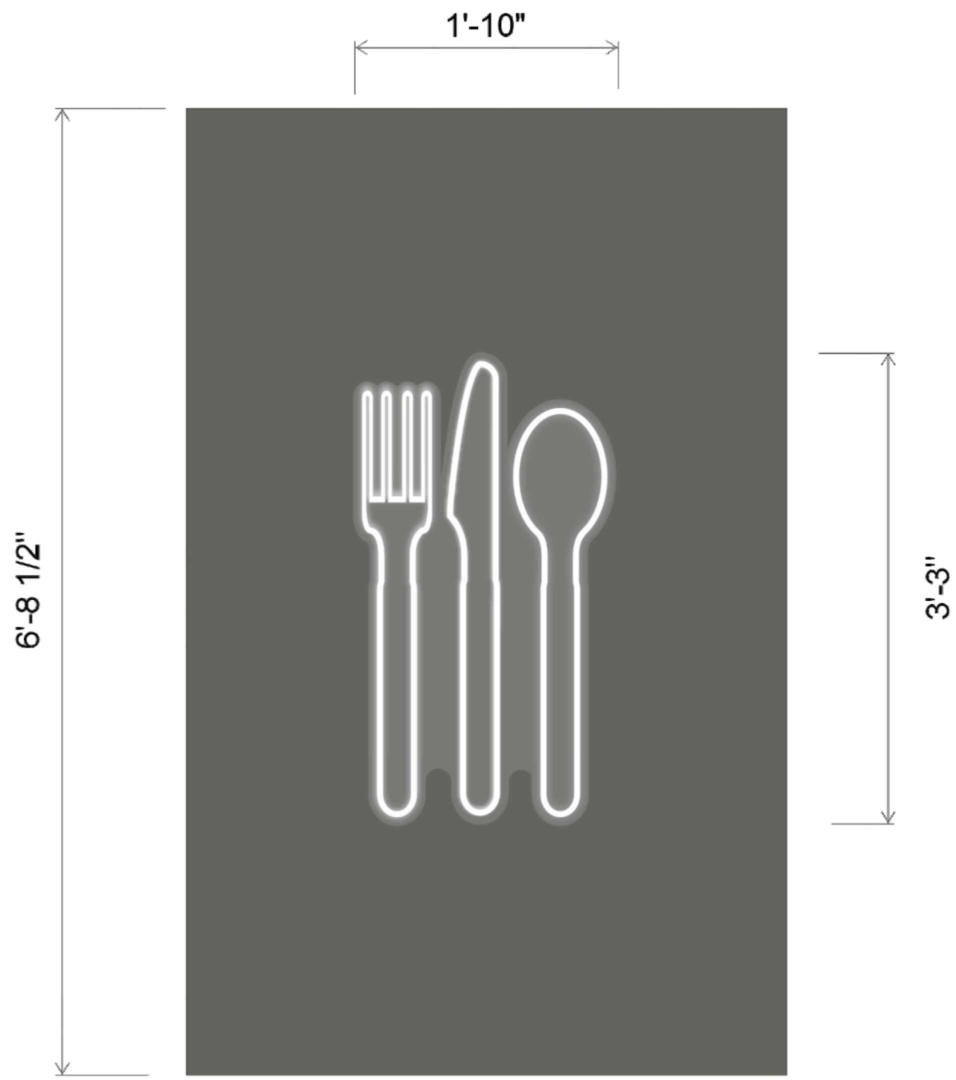
Twin Falls
P.O. BOX 305
1925 KIMBERLY RD.
TWIN FALLS, ID 83303
208.733.1739
1.800.621.6836
fax 208.736.8653

Boise/Meridian
2070 E. COMMERCIAL ST.
MERIDIAN, ID 83642
208.388.1739
fax 208.388.3966

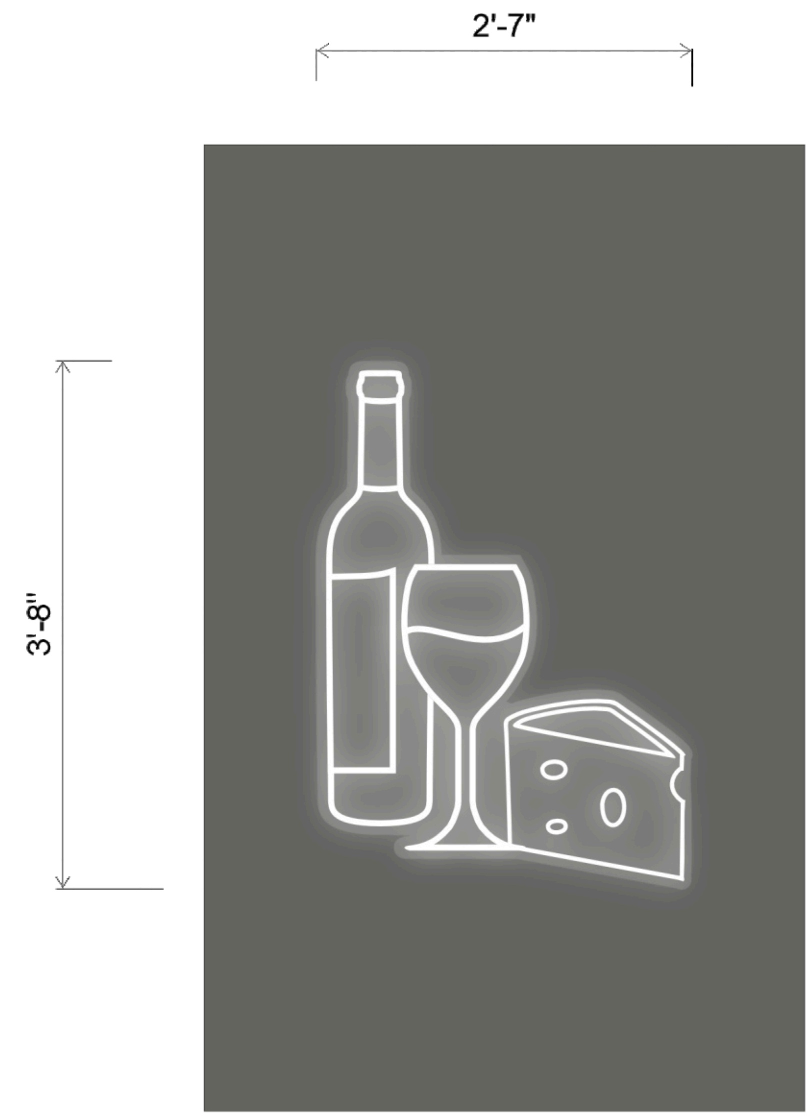
lytlesigns.com

APPROVED BY:

DATE:



MAIN ENTRANCE – LEFT BANK OF WINDOWS



MAIN ENTRANCE – RIGHT BANK OF WINDOWS

QTY: 1ea. | 2 Total

L.E.D. NEON

WHITE FAUX NEON

(SKETCHED AT APPROX. 13mm)

ON A CLEAR ACRYLIC BACKER

TO BE HUNG FROM THE CEILING

AN EMPLOYEE OWNED COMPANY

CLIENT: Rudy's

ADDRESS: Twin Falls, Idaho

DATE: 04 March 2025

SCALE: 3/4"=1'

ACCOUNT EXECUTIVE: Brandon B.

DRAWN BY: rba

FILE NAME: ...\Rudy's\ReImage 2025 J14674...

JOB #: J14674

REVISIONS:

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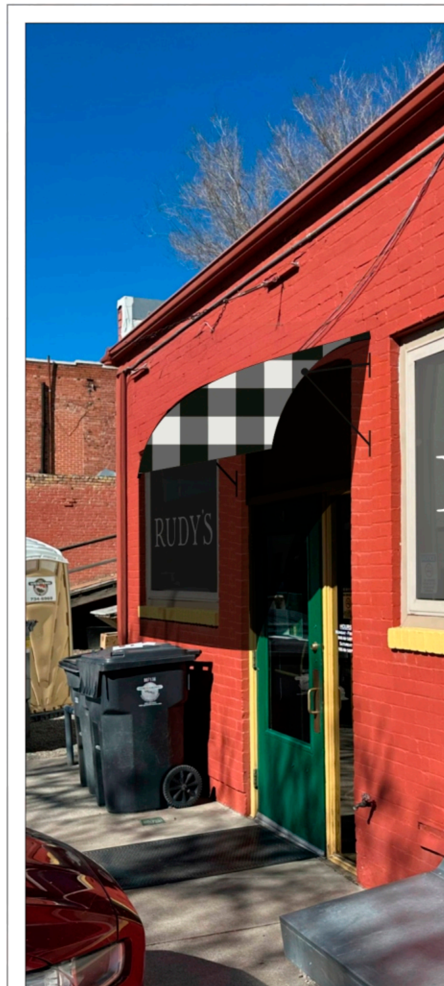
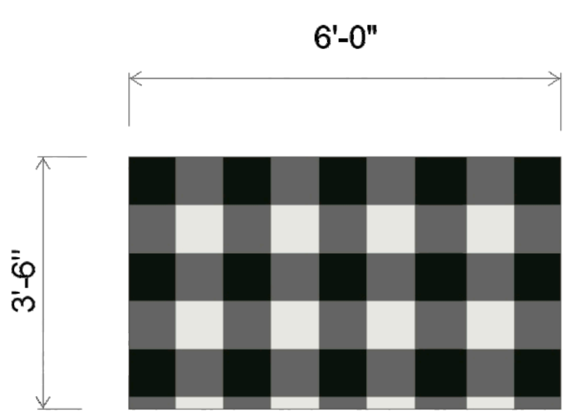
APPROVED BY:

DATE:

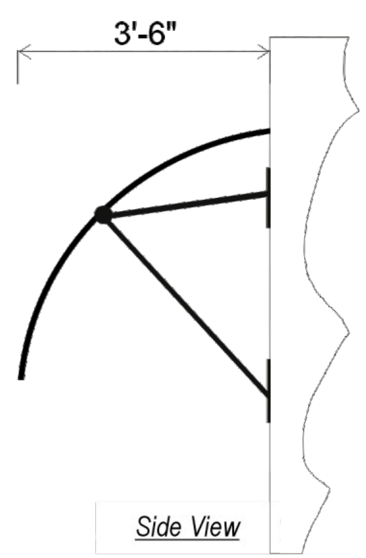
REAR ENTRANCE ELEVATION



SIDE VIEW



A CRESCENT AWNING

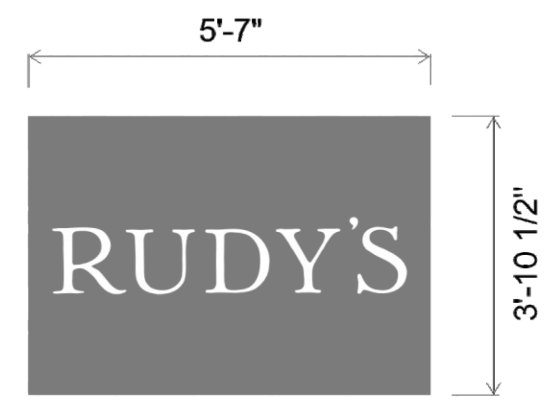


Side View

Kravet Basics - 35371-81 AWNING FABRIC

STRETCHED OVER 1" METAL SQUARE TUBE FARMWORK

w/ OPEN ENDS



QTY: 2

WINDOW VINYL

PERFORATED VINYL w/DIGITALLY PRINTED COLOR (TBD)

COPY REMAINS WHITE

Lytle SIGNS INCORPORATED Since 1948

AN EMPLOYEE OWNED COMPANY

CLIENT: Rudy's

ADDRESS: Twin Falls, Idaho

DATE: 04 March 2025

SCALE: 3/8"=1'

ACCOUNT EXECUTIVE: Brandon B.

DRAWN BY: rba

FILE NAME: ...\Rudy's\ReImage 2025 J14674...

JOB #: J14674

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WSA

APPROVED BY:

DATE:

March 17, 2025

Lisa Strickland
Twin Falls Planning and Zoning
PO Box 1907
Twin Falls, ID 83303

Dear Ms. Strickland:

Enclosed is the application for the Certificate of Appropriateness regarding improvements made at 147 Main Ave West, Twin Falls, ID 83301.

The work is comprised of three components. First, a new coat of paint be applied to the exterior where paint is already in place. Second, a new sign will be hung where the existing sign resides. Third, in the spirit of the historic appearance of the retail stores on Main Avenue, we will install awnings.

The first two items, paint and signage, are more improvements and effort to maintain the quality appearance of the buildings and practice good preventative maintenance of the exterior. In the refreshing work at Rudy's, maintaining the historic nature of the building is very important. Operations at 147 Main Ave date back to 1904. And, according to former employees and community residents, retail operations at 147 Main Ave can boast the longest, continually operated retail presence in Twin Falls. After reviewing old photographs of Main Ave, we noticed nearly all store fronts had awnings. By adding back awnings, we aim to give the store front character and the charm of the past (referencing 2.1.5, bullet point #3 and encouraged in Section 4.1, bullet point 7)

The sign will be 12 sq/ft, as is currently in place. The new sign will utilize existing lighting and mounting frame. The sign will be metal, fabricated by Lytle Signs.

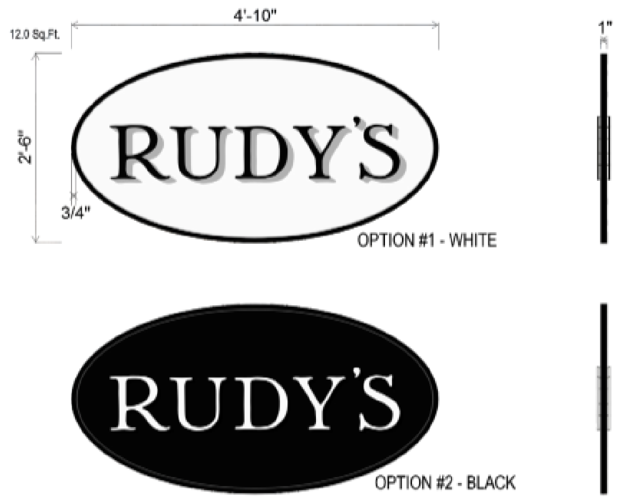
The paint is needed to refresh and maintain integrity the current exterior. No loud colors nor change to the areas currently painted.

Enclosed you will find the requested renderings, applications, and proof of ownership of the property.

Thank you,

Andy Hohwieler

RUDY'S
WINE EVENTS
SPECIALTY FOODS
RUDY'S
PRIVATE EVENTS
COOKING CLASSES
RUDY'S
SWISS DIAMOND
RUDY'S
HEIRLOOM · HOLIDAY
HERITAGE STEEL



A D/F FLAG MOUNT SIGN

(2) S/F .080 ALUMINUM FACES PAINTED WHITE / BLACK BACKGROUND
MOUNTED ON 1" SQUARE TUBE FRAMEWORK

1/4" FLAT CUT COPY PAINTED WHITE / BLACK
MOUNTED ON 1/4" STANDOFFS

INSTALLED w/ EXISTING HARDWARE AND EXTERNAL LIGHTING

PROPOSED

AN EMPLOYEE OWNED COMPANY

CLIENT:	Rudy's
ADDRESS:	Twin Falls, Idaho
DATE:	04 March 2025
SCALE:	3/4"=1'
ACCOUNT EXECUTIVE:	Brandon B.
DRAWN BY:	rha
FILE NAME:	...\Rudy's\ReImage 2025 J14674...
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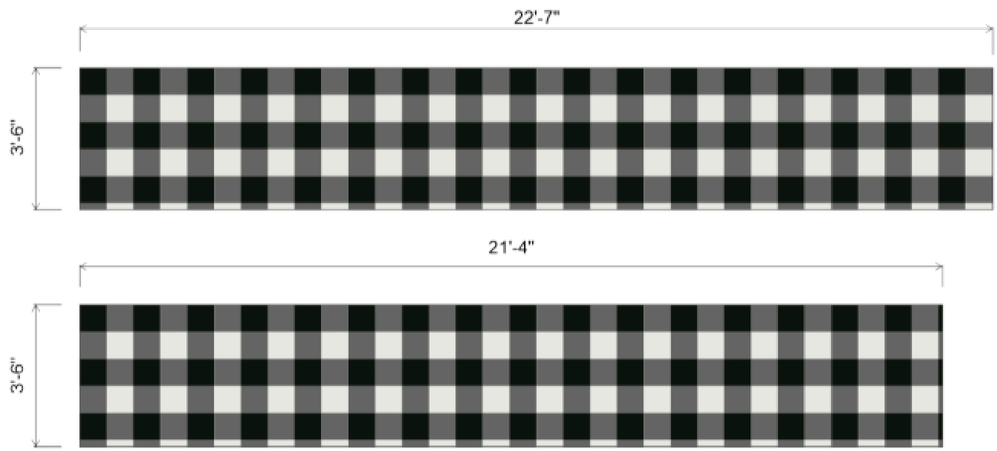
APPROVED BY:

DATE:

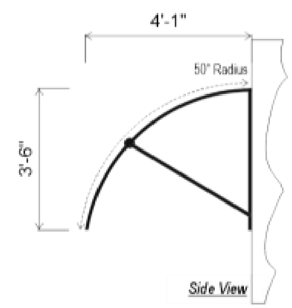
MAIN ENTRANCE ELEVATION



QTY: 1ea.

CRESCENT AWNINGS

Kravet Basics - 35371-81 AWNING FABRIC
STRETCHED OVER 1" METAL SQUARE TUBE FARMWORK
w/ OPEN ENDS



* Items Required Before Production — Survey needed

AN EMPLOYEE OWNED COMPANY

CLIENT: Rudy's
ADDRESS: Twin Falls, Idaho
DATE: 04 March 2025
SCALE: 3/8"=1'
ACCOUNT EXECUTIVE: Brandon B.
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APPROVED BY:

DATE:

Development Assistance Participation Program

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

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:

1) Idaho Code Title 50 Chapter 20, Urban Renewal Law; and
2) 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 to 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, streetlights, 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 the project. Staff will guide the 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 (e.g., Historic Preservation Commission, Planning and Zoning, Building, and Engineering departments).
2. Developer submits application to Agency.
3. Staff presents the project to the Board for designation as eligible for participation. The Board may provide feedback or revisions to the request.
4. Staff informs the 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 the timeline in agreement and contract.

Contact

Shawn Barigar, Executive Director
Urban Renewal Agency of the City of Twin Falls
203 Main Avenue East
Twin Falls, ID 83301
208-735-7240
sbarigar@tfid.org

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, April 21, 2025

To: Urban Renewal Agency of the City of Twin Falls

From: Shawn Barigar, Executive Director

ACTION ITEM

Request:

Consider solicitation of Request for Proposals for lease of real property owned by the Agency (237 and 251 Maxwell Avenue) in the Old Towne-2 Revenue Allocation Area.

Background:

Agency staff was contacted by Colter Heck, owner of Heck Roofing, inquiring about possible purchase of agency-owned property adjacent to his business operation on Maxwell Avenue. Staff shared that the Agency is not interested in selling any of these properties as they were acquired for anticipated future redevelopment. However, since those future plans are not imminent, leasing the property could be an option.

Staff negotiated general lease terms with Colter Heck for approximately 10,000 square feet of undeveloped vacant property at 237 and 251 Maxwell Avenue as outlined in the drafted Commercial Lease Agreement included in the agenda packet.

Idaho Code 50-2011 requires the Agency to solicit competing lease proposals, to advise the public of the intent to dispose of the Premises by lease to Tenant, to seek public comment on the planned disposition, and to invite competing proposals for consideration prior to executing a lease. Staff has worked with our legal counsel to draft a public notice to be published in the newspaper as well as a request for proposals document to be made available to the public, including anyone interested in submitting a proposal.

The statutory requirement keeps the solicitation for proposals open for 30 days from the time of publication. The included draft notice assumes the ability to initially publish notice on April 28, 2025; leave the RFP process open until May 28, 2025; and review proposals and consider selection and execution of a lease following that.

Approval Process:

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

Budget Impact:

There will be expenses associated with publication of the notice in the newspaper, which is included in the budget. Once a lease is executed, the Agency will receive revenue from the tenant.

Regulatory Impact:

Approval of this request for proposals process is regulated by Idaho Code Section 50-2011.

Conclusion:

Staff recommends that the board approve the solicitation of requests for proposals for lease of real property owned by the Agency at 237 and 251 Maxwell Avenue.

Attachments:

1. RFP_leases of Maxwell sites
2. Legal Notice lease RFP_Maxwell sites
3. 2025 Lease - Heck Roofing - DRAFT

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO
REQUEST FOR PROPOSAL (RFP) SUBMISSION INSTRUCTIONS

Lease of Property – Undeveloped Lots
237 and 251 Maxwell Avenue, Twin Falls, Idaho

The Urban Renewal Agency of the City of Twin Falls, Idaho (Agency) is pleased to announce the lease of all or a portion of the real property owned by Agency as indicated:

Entire Lot: RPT4401001035A =237 Maxwell Ave (Lot 35 +/-, Block 1), 0.116 ac,

Approximately 5,000 SF of the Westernmost Portion of the Parcel: RPT4401001036A = 251 Maxwell Ave (Lots 36-38+/-, Block 1), 0.49 ac

(hereinafter the "Premises") (**Attachment 1**).

The Agency seeks to enter into the Commercial Lease Agreement (the "Lease Agreement") (**Attachment 2**) with Colter Heck, dba Heck Roofing (the "Tenant"), a property owner adjacent to the Premises, for the lease of the Premises to Tenant. Execution of the Lease Agreement is subject to the Agency's statutory requirement to solicit competing lease proposals in accordance with Idaho Code § 50-2011, to advise the public of the intent to lease the Premises to Tenant, to seek public comment on the planned lease, and to invite competing proposals for consideration prior to leasing the Premises. Tenant seeks to lease the Premises for Three Hundred Twenty-Five and no/100 Dollars ($325.00) per month for use as outdoor storage and parking, as permitted by the zoning code]

In accordance with Idaho Code § 50-2011, the Agency invites the public to submit competing lease proposals for the Premises in conformance with this request for proposals (RFP), pertinent zoning regulations, and the Urban Renewal Plan for the Old Towne-2 Urban Renewal Project, adopted in 2023 (the "Urban Renewal Plan"). The Agency also requests public comment on the proposed lease of the Premises to Tenant per the terms of the Lease Agreement.

Pursuant to Idaho Code Section 50-2011, the Agency must provide no less than thirty (30) days' notice (by publication in the newspaper of record) of the intention to select proposal to lease the Premises before the Lease Agreement is effective. The Agency is not legally bound to lease the Premises to Tenant and may accept any such proposal as it deems to be in the best public interest and in furtherance of the purposes of the Idaho Urban Renewal Law, chapter 50, title 20 of the Idaho Code, and the Urban Renewal Plan. Tenant understands and acknowledges this legal requirement and the possibility that Agency may not select Tenant's proposal to lease the Premises and is not bound to lease the Premises until Agency has completed the statutory selection process.

The Lease Agreement contains the relevant information concerning the Tenant's proposal (the "Tenant Proposal"). The Agency will consider **all** responses to this RFP before making a final decision as to the selection of the lessee of the Premises. The Agency will negotiate with the selected proposal leading to the execution of a commercial lease agreement or confirmation of Tenant as the selected lessee for the Property.

The critical terms under the Lease Agreement are summarized as follows:

1.1 Premises

Entire Lot: RPT4401001035A = 237 Maxwell Ave (Lot 35 +/-, Block 1), 0.116 ac,

Approximately 5,000 SF of the Westernmost Portion of the Parcel: RPT4401001036A = 251 Maxwell Ave (Lots 36-38+/-, Block 1), 0.49 ac

As generally shown on Exhibit B (the "**Premises**")

1.2 Address of Premises

237 & 251 Maxwell Ave., Twin Falls, Idaho 83301
Parcel Nos. RPT4401001035A (entire parcel) and RPT4401001036A (portion of parcel).

1.3 Permitted Use

Outdoor storage and parking, as permitted in M-2 zone (See Section 7.1 of the Lease Agreement)

1.4 Commencement Date

The "**Commencement Date**" will be ________, 2025.

1.5 Initial Term

12 months commencing on the Commencement Date.

1.6 Extension Terms

Tenant will have the option to extend the Initial Term of this Lease for periods of 12 months each until the Lease is terminated (each an "**Extension Term**" and collectively, the "**Extension Terms**"). (See Section 3.3 of the Lease Agreement)

1.7 Term

The Initial Term and any exercised Extension Terms. (See Article 3 of the Lease Agreement)

1.8 Base Rent

Months	Monthly Base Rent	Annual Base Rent
1 - 12	$ 325.00	$ 3,900.00

Base Rent during the Extension Term will be determined as mutually agreed to in writing by Tenant and Landlord.

1.9 Security Deposit

N/A

1.10	**Addresses**	Landlord: 203 Main Ave. E, PO Box 1907, Twin Falls, Idaho 83303 Tenant: 219 Maxwell Ave., Twin Falls, Idaho 83301
1.11	**Termination**	The Lease may be terminated for any reason, without penalty or further liability, by either party on sixty (60) days' prior written notice.
1.12	**Contingency**	This Lease is subject to and contingent upon the Landlord's statutory requirement to solicit competing lease proposals in accordance with Idaho Code § 50-2011, to advise the public of the intent to dispose of the Premises by lease to Tenant, to seek public comment on the planned disposition, and to invite competing proposals for consideration prior to disposing of the Premises by lease to Tenant.

1. **Property Characteristics:**
   - The Premises are certain undeveloped gravel or dirt lots.
   - The Premises are a portion of the Property (**Attachment 3**)

2. **Objective:** The Agency is seeking tenants who are prepared to pay **no less than** Three Thousand Nine Hundred and 00/100 Dollars ($3,900.00) in Annual Base Rent for the lease of the Premises.

3. **Submittal Requirements**

Each proposer shall:

- Submit a cover letter which outlines the relevant details of the proposed lease, including, but not limited to: type of use of the Premises; and monthly rent amount;
- Provide financial information demonstrating the ability to pay rent;
- Be prepared to execute a commercial lease agreement within thirty (30) days of selection; and
- Execute release documents as attached (**Attachment 4**) at time of submission of proposal.

Four (4) copies of the proposal, including the executed release documents, should be submitted to the Agency in care of:

Shawn Barigar
Agency Executive Director
203 Main Avenue East
Twin Falls, ID 83301
Ph: 208-735-7240
sbarigar@tfid.org

All proposals shall be clearly marked with "Urban Renewal Agency of the City of Twin Falls – Property Lease Proposal." Project proposals may be received at any time during regular business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, except holidays). The proposals shall be received in the office or postmarked by 5:00 p.m. on the date specified below. No facsimile or e-mail delivery will be accepted.

The Agency reserves the right to reject any and all proposals submitted, or to waive any minor formalities of this request if, in the judgment of the Chair, the interest of the Agency would be served.

4. **Agency Selection Criteria:** The Agency will select the preferred lease proposal based on the Project Objective and the following criteria:

   - How the proposed development, **in comparison to the Tenant Proposal**, meets the Agency's goals and objectives as outlined below:
     - Amount of Annual Base Rent;
     - Use of the leased Premises;
     - Financial ability to pay the Annual Base Rent

5. **Target Dates and Timelines:**

   - Notice published and RFP issued April 28, and May 5, 2025
   - Proposals due to the Agency May 28, 2025 .
   - Review of proposals by Agency June 16, 2025.
   - Execution of Lease Agreement July 16, 2025.

6. **Other Information:** All questions regarding this RFP should be in writing and directed to the Agency Executive Director, Shawn Barigar (see above for contact information). Only written responses from the Agency will be deemed official responses.

7. **Agency Discretion and Authority:** The Agency may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, chapter 20, title 50, Idaho Code, as amended, the Urban Renewal Plan, or it may proceed with further selection processes, or it may reject any and all submissions. The Agency will determine from the information submitted in the responses, the most qualified respondent as evaluated under the criteria set forth herein. Final selection will be made by the Agency Board.

   The issuance of the RFP and the receipt and evaluation of submissions does not obligate the Agency to select a proposal and/or enter into a lease agreement. Submissions do not constitute business terms under any eventual lease agreement. The Agency will not pay costs incurred in responding to this RFP. The Agency may cancel this process at any time prior to the execution of a lease agreement without liability.

8. Public Nature of all Submissions

This RFP is a public process. Therefore, information collected under the RFP is of public record. The information that is received by the Agency may be subject to disclosure under the Idaho Public Records Law. With the potential exception of some credit data, it is anticipated submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

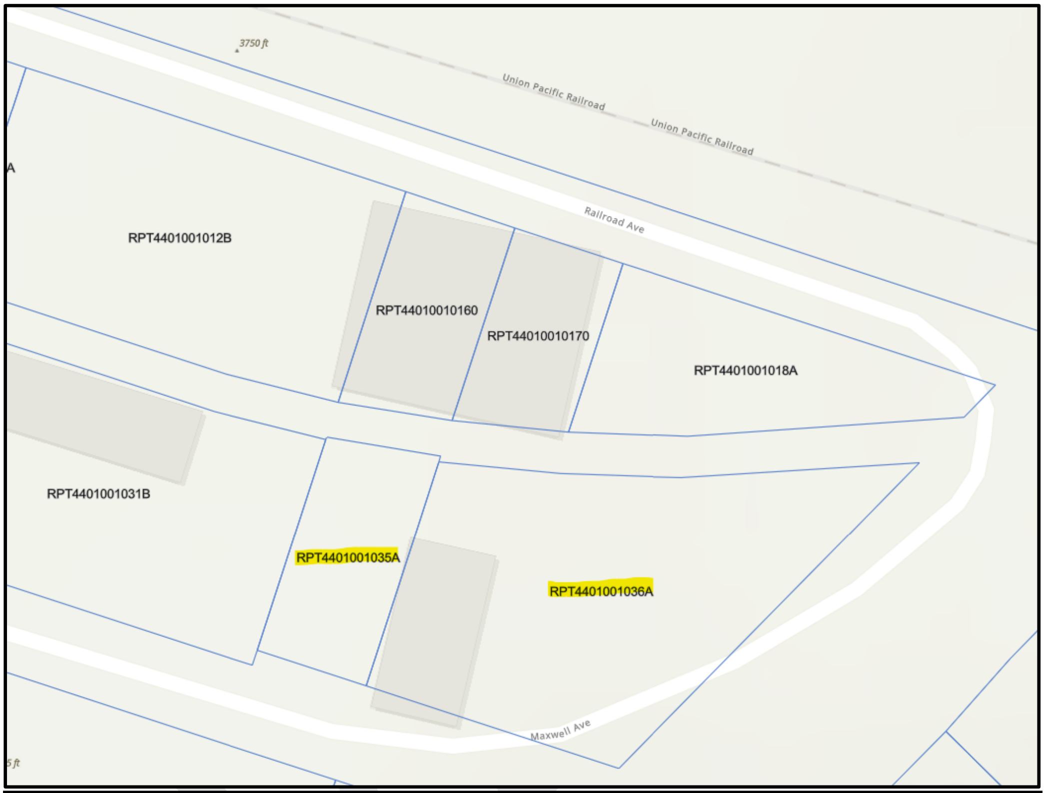
Accordingly, RFP Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential: On any items submitted with the RFP that the Respondent believes are exempt from disclosure under the Idaho Public Records Law, clearly mark the upper right corner of each page of any such document or material with the word “Exempt”. This does not mean the document qualifies under the legal definition of eligibility, but the Agency will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public.

The Agency’s disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Law may depend upon official or judicial determinations made pursuant to the Idaho Public Records Law.

ATTACHMENT 1
(Map of the Premises)

ATTACHMENT 2
(Commercial Lease Agreement – Heck Roofing)

ATTACHMENT 3
(Map of the Property)



DRAFT

ATTACHMENT 3

RELEASE, WAIVER AND INDEMNITY AGREEMENT

The undersigned has read and fully accepts the discretion and non-liability of the Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency") and the City of Twin Falls, Idaho (hereinafter "City") as stipulated herein.

A. Discretion of City and Agency

Agency reserves the right in its sole discretion and judgment for whatever reasons it deems appropriate to, at any time:

1. Modify or suspend any and all aspects of the process for the Request for Proposals (hereinafter "RFP") seeking interested proposals for the Premises, as defined in the RFP.

2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the Agency's RFP (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Respondent"), and to ascertain the depth of Respondent's capability and desire to lease the Premises expeditiously, and in any and all other respects, to meet with and consult with Respondent or any other person, entity, or group;

3. Waive any formalities or defects as to form, procedure, or content with respect to its RFP and any responses by any Respondent thereto;

4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Respondent over another;

5. Accept or reject all or any part of any materials, drawings, plans, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, terms of the lease.

B. Non-Liability of City and Agency

The undersigned agrees: (1) that neither City nor Agency shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any of the following; and (2) that the undersigned has not obtained and shall not obtain at any time, whether before or after acceptance or rejection of any statement of interest or proposal, any claim or claims against City, Agency, or any of them, or against City property (all as hereinafter defined) or Agency, directly or indirectly, by reason of all or any of the following:

1. Any aspect of the RFP, including any information or material set forth therein or referred to therein;

2. Any modification or suspension of the RFP for informalities or defects therein;

3. Any modification of criteria for selection or defects in the selection procedure or any act or omission of Agency with respect thereto, including, but not limited to, obtaining information from any Respondent contacts or consultations with Respondents who have submitted statements of interest or proposals as to any matters or any release or dissemination of any information submitted to Agency;

4. The rejection of any statement of interest or proposal, including any statement of interest or proposal by the undersigned, or the selection of one Respondent over another;

5. The acceptance by Agency of any statement of interest or proposal;

6. Entering into and thereafter engaging in exclusive negotiations;

7. The expiration of exclusive negotiations;

8. Entering into any development agreement, other agreement or lease, relating to the statement of interest or proposal, or as a result thereof;

9. Any statement, representations, acts, or omissions of Agency in connection with all or any of the foregoing;

10. The exercise of Agency discretion and judgment set forth herein or with respect to all or any of the foregoing; and

11. Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against Agency and Agency property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

For purposes of this section, the terms "Agency," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the terms "Agency property" or "City property" include property which is the subject of the RFP and all other property of Agency and City, real, personal, or of any other kind or character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to, claims for injury, loss, expense, or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character, in any Agency and/or City property, or claims which might be asserted against to cloud title to Agency or City property. The words "Respondent or Respondents" shall include any person, entity, or group responding to Agency's RFP.

C. <u>Hold Harmless and Indemnity</u>

The undersigned shall defend, hold harmless, and indemnify Agency and City, and each of them, from and against any and all claims, directly or indirectly, arising out of the Undersigned's responses to the RFP, including, but not limited to, claims, if any, made by Undersigned or by anyone connected or associated with Undersigned or by anyone claiming directly or indirectly through Undersigned.

____
Interested Respondent
BY:____
Its:____

Date: ______________________________________

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF __________)

On this ____ day of __________________, 2025, before me, ____________________________, a Notary Public in and for said State, personally appeared ______________________________, known or identified to me (or proved to me on the oath of ________________) to be the ___________________ of ___________________, an _________________________________, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

____
Notary Public for the State of Idaho
Residing at____________________________
My commission expires_________________

LEGAL NOTICE
THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

REQUEST FOR PROPOSALS

Lease of Property – Undeveloped Lots

The Urban Renewal Agency of the City of Twin Falls, Idaho (Agency) announces the lease of all or a portion of the real property owned by Agency as indicated:

Entire Lot: RPT4401001035A =237 Maxwell Ave (Lot 35 +/-, Block 1), 0.116 ac,

Approximately 5,000 SF of the Westernmost Portion of the Parcel: RPT4401001036A = 251 Maxwell Ave (Lots 36-38+/-, Block 1), 0.49 ac

(hereinafter the "Premises").

The Agency seeks to enter into the Commercial Lease Agreement (the "Lease Agreement") with Colter Heck, dba Heck Roofing (the "Tenant"), a property owner adjacent to the Premises, for the lease of the Premises to Tenant. Execution of the Lease Agreement is subject to the Agency's statutory requirement to solicit competing lease proposals in accordance with Idaho Code § 50-2011, to advise the public of the intent to lease the Premises to Tenant, to seek public comment on the planned lease, and to invite competing proposals for consideration prior to leasing the Premises.]

In accordance with Idaho Code § 50-2011, the Agency invites the public to submit competing lease proposals for the Premises in conformance with the request for proposals, pertinent zoning regulations, and the Urban Renewal Plan for the Old Towne-2 Urban Renewal Project, adopted in 2023 (the "Urban Renewal Plan"). The Agency also requests public comment on the proposed lease of the Premises to Tenant per the terms of the Lease Agreement.

Interested individuals and firms are invited to obtain submission instructions (which includes copies of the Lease Agreement and other relevant documents). Submission instructions are available on the Agency's website: https://www.tfid.org/126/Urban-Renewal-Agency and are also available at the Agency offices located at 203 Main Avenue East, Twin Falls, ID 83301. For questions, please contact Shawn Barigar, the Agency's Executive Director, at (208) 735-xxxx, or via email at sbarigar@tfid.org. Submissions will be accepted until 5:00 p.m. Mountain Time, May 28, 2025. Late or incomplete submissions will not be accepted.

Publish: April 28, May 5, 2025. (Publish on 2 dates, one week apart)

4824-8710-6167, v. 1

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("**Lease**") is made and entered into by and between The Urban Renewal Agency of the City of Twin Falls, an independent public body corporate and politic, organized under the laws of Idaho ("**Landlord**") and Colter Heck, dba Heck Roofing ("**Tenant**"). Landlord and Tenant may each be referred to herein as a "**party**" or the "**parties**," as the case may be. The "**Effective Date**" of this Lease is the date last signed by both parties below.

1. SUMMARY OF BASIC TERMS

This Section 1 is a summary of certain basic terms of this Lease for reference purposes.

1.1	**Property**	The real property described on Exhibit A.
1.2	**Premises**	Entire Lot: RPT4401001035A = 237 Maxwell Ave (Lot 35 +/-, Block 1), 0.116 ac, Approximately 5,000 SF of the Westernmost Portion of the Parcel: RPT4401001036A = 251 Maxwell Ave (Lots 36-38+/-, Block 1), 0.49 ac As generally shown on Exhibit B (the "**Premises**")
1.3	**Address of Premises**	237 & 251 Maxwell Ave., Twin Falls, Idaho 83301 Parcel Nos. RPT4401001035A (entire parcel) and RPT4401001036A (portion of parcel).
1.4	**Permitted Use**	Outdoor storage and parking, as permitted in M-2 zone (See Section 7.1)
1.5	**Commence-ment Date**	The "**Commencement Date**" will be ________, 2025.
1.6	**Initial Term**	12 months commencing on the Commencement Date.
1.7	**Extension Terms**	Tenant will have the option to extend the Initial Term of this Lease for periods of 12 months each until the Lease is terminated (each an "**Extension Term**" and collectively, the "**Extension Terms**"). (See Section 3.3)
1.8	**Term**	The Initial Term and any exercised Extension Terms. (See Article 3)
1.9	**Base Rent**	

Months	Monthly Base Rent	Annual Base Rent
1 - 12	$ 325.00	$ 3,900.00

Base Rent during the Extension Term will be determined as mutually agreed to in writing by Tenant and Landlord.

1.10	**Security Deposit**	N/A
1.11	**Addresses**	Landlord: 203 Main Ave. E, PO Box 1907, Twin Falls, Idaho 83303 Tenant: 219 Maxwell Ave., Twin Falls, Idaho 83301
1.12	**Termination**	The Lease may be terminated for any reason, without penalty or further liability, by either party on sixty (60) days' prior written notice.
1.13	**Contingency**	This Lease is subject to and contingent upon the Landlord's statutory requirement to solicit competing lease proposals in accordance with Idaho Code § 50-2011, to advise the public of the intent to dispose of the Premises by lease to Tenant, to seek public comment on the planned disposition, and to invite competing proposals for consideration prior to disposing of the Premises by lease to Tenant.

EXHIBITS:

EXHIBIT A Property
EXHIBIT B Premises

2. PREMISES AND DELIVERY

2.1 Premises. In consideration of Tenant's payment of Base Rent and Tenant's performance of the other agreements in this Lease, Landlord leases to Tenant and Tenant leases from Landlord, the Premises for the Term, subject to the terms and conditions of this Lease. Tenant will have access to the Premises twenty-four (24) hours per day, subject to closures for emergencies, repairs, similar matters, and matters outside Landlord's reasonable control. Tenant will comply with any conditions, covenants, restrictions, and easements affecting the Property which now exist, and, also, which may hereafter be entered into by Landlord, including any amendments thereof, so long as such amendments do not affect Tenant's ability to use the Premises as contemplated herein. As used in this Lease, **"Applicable Law"** means all applicable federal, state, and local laws, statutes, rules, regulations, and ordinances, including, without limitation, building, zoning, subdivision, health and safety, and other land use laws, including, without limitation, the Americans with Disabilities Act of 1990, Public Law No. 101-336, 42 USC 12101, et. seq. and Environmental Laws (as defined in Section 8.7.1). Applicable Law shall also mean the Idaho Urban Renewal Law, Title 50, Chapter 20, Idaho Code, as amended (the "**Urban Renewal Law**") and the Local Economic Development Act, Title 50, Chapter 29, Idaho Code, as amended (the "**Act**").

2.2 Delivery and Acceptance of Premises. Tenant acknowledges and agrees to the following: (a) Tenant will be responsible for investigating and establishing the suitability of the Premises for Tenant's intended use thereof, and (b) Tenant is leasing the Premises in "AS IS" condition based on its own inspection and investigation and not in reliance on any statement, representation, inducement, or agreement of Landlord or any agent of Landlord.

2.3 [Reserved].

2.4 Rules and Regulations. Tenant will comply with the rules and regulations established from time to time for the Premises by the Landlord. Landlord shall provide Tenant with a written list of rules and regulations, should such rules and regulations apply.

2.5 No Smoking. Tenant acknowledges that the Premises has been designated by Landlord as a "**No Smoking**" area. Tenant agrees to timely enforce such restriction with respect to its employees, contractors, agents, invitees, and licensees who occupy the Premises,

3. LEASE TERM

3.1 Enforceability. Notwithstanding that the Commencement Date and Tenant's right to occupy the Premises will occur after the Effective Date, the Parties agree that this is a fully binding and enforceable agreement from and after the Effective Date.

3.2 Initial Term. The Initial Term of this Lease and Tenant's right to use and occupy the Premises will commence on the Commencement Date.

3.3 Extension Terms

3.3.1 Exercise. Tenant and Landlord will have the option (the "**Extension Option**") to extend the Initial Term of this Lease for each of the Extension Terms. The Extension Option will be exercised, if at all, upon Tenant's satisfaction of the following conditions:

(a) Tenant will deliver to Landlord a written notice (the "**Extension Notice**") irrevocably exercising the Extension Option at least sixty (60) days before the last day of the Initial Term or then-applicable Extension Term;

(b) The Lease must be in full force and effect at the time the Extension Notice is delivered to Landlord and continuously thereafter until the last day of the Initial Term or then-applicable Extension Term;

(c) Tenant will not be in default under any provision of the Lease beyond any applicable cure period at the time Tenant delivers the Extension Notice or continuously thereafter until the last day of the Initial Term or then-applicable Extension Term; and

(d) Tenant will not have been given notice of default of Tenant's Lease obligations more than two (2) times during the Term of the Lease.

Tenant's election to exercise an Extension Option is solely within the discretion of Landlord, and Landlord has no obligation to extend the Lease for any Extension Option beyond the Initial Term. Provided that Tenant has exercised the Extension Option and Landlord has approved such Extension Option, in accordance with the terms of this Section 3.3, then the applicable Extension Term will commence on the expiration of the Initial Term or then-applicable Extension Term, and will be subject to all the terms, covenants, conditions, and provisions of the Lease. The failure of Tenant to exercise the Extension Option in accordance with the terms of this Section 3.3 will terminate the rights of Tenant with respect to the then-current and all future

Extension Terms. Rent for the Extension Term will be determined as mutually agreed to in writing by Landlord and Tenant.

4. BASE RENT.

Commencing on the Commencement Date and continuing on the first day of each month thereafter for the remainder of the Term, Tenant will pay to Landlord the Base Rent identified in Section 1.9 in advance, without offset, set off, abatement, deduction, or demand. The Base Rent will be paid to Landlord at the address identified in Section 1.11, or at such other address as Landlord may specify from time to time by notice to Tenant. All charges payable by Tenant, other than Base Rent, and directly to a third party, are referred to in this Lease as "**Additional Rent**," whether or not so denominated. Unless this Lease provides otherwise, Tenant will pay all Additional Rent then due with the next monthly installment of Base Rent. The term "**rent**" or "**Rent**" means Base Rent and Additional Rent. Rent for any partial month will be prorated, and the Base Rent for the first full calendar month will be paid on execution of this Lease by Tenant and applicable to the first installment of Base Rent due hereunder. Tenant may also pay to Landlord the base Rent and Additional Rent on an annual basis upon execution of this Lease and upon any Extension Option, pursuant to future Extension Terms. Landlord will have all of the same remedies for Tenant's failure to pay Additional Rent as for failure to pay Base Rent.

5. ~~______~~ [Reserved]

6. OPERATING EXPENSES

6.1 "**Real Property Taxes**" will mean all current and future real property taxes, governmental charges, and assessments (including LIDs, ULIDs, CRIDs, etc.) levied on the Property and the improvements thereto; any taxes in addition to or in lieu of, in whole or in part, such taxes; any tax upon leasing or rents of the Property; any other governmental charge such as payments for transit or environmental facilities; and all costs and expenses incurred by Landlord in connection with the attempt to reduce any of the foregoing, whether by negotiation or contest. Tenant will pay Real Property Taxes, if any, to Landlord as Additional Rent. "Real Property Taxes" will not include any inheritance, single business, transfer, capital, franchise, or state income tax, estate tax, or other similar tax and will not include any late payment penalties, surcharges, or interest if Tenant has paid the amounts due under Section 1 as and when due.

6.2 **Utilities**. Tenant will pay, directly to the appropriate supplier, the cost of any of the following services which are separately metered or submetered: water, sewer, natural gas, solid waste/garbage, power, and other utilities. To the extent Tenant desires telephone, cable, internet, or other utilities or services to the Premises, then Tenant will contract directly with the providers thereof, and will be solely responsible for the payment thereof. Tenant will provide adequate trash containers and regularly scheduled trash disposal consistent with other first-class mixed-use projects. Tenant will use best efforts to dispose of trash in a manner that minimizes odors, stains, and other objectionable nuisances. In addition, Landlord may impose rules from time to time to reduce any adverse impact of Tenant's trash containers and/or disposal.

6.3 Net Lease. This Lease and the Rent payable hereunder are intended to be fully net of expenses incurred by Landlord in connection with the Premises.

7. USE AND EXCLUSIVES

7.1 Permitted Use. Tenant may use the Premises only for the Permitted Use identified in Section 1 and for no other use whatsoever without Landlord's prior written consent, which consent will be in Landlord's sole discretion. Tenant agrees that any failure to conduct its business in the Premises pursuant to the Permitted Use would result in irreparable damage to Landlord and that Landlord will have the right immediately to obtain an injunction ordering Tenant to operate the Premises consistent with the Permitted Use.

7.2 Use Restrictions. Tenant agrees that neither it nor any successor, assign, concessionaire, sublessee, or assignee will use the Premises conflicting with or prohibited by the recorded conditions, covenants, and restrictions and/or other governing documents identified in this Lease, if any, attached hereto and incorporated herein. Landlord will have the right to supplement, modify, or amend the Permitted Use by notice to Tenant from time to time, provided that such modifications do not prevent Tenant from engaging in the Permitted Use at the Premises.

7.3 Actions that Injure the Premises. Tenant will not cause or permit the Premises to be used in any way which (a) violates Applicable Law, including City of Twin Falls codes and regulations, (b) which in the reasonable judgment of Landlord would constitute a nuisance, or would materially disturb or endanger persons within or adjacent to the Property, or unreasonably interfere with their use of their respective premises; or (c) adversely impacts Landlord's Insurance. A Tenant breach will be any violation of the Lease or as otherwise reasonably determined by Landlord in its sole discretion.

7.4 Non-Discrimination. Notwithstanding anything to the contrary in the Lease, neither Landlord nor Tenant shall discriminate against or segregate any persons on account of race, color, national origin, ancestry, creed, religion, gender, gender identity, gender expression, sexual orientation, genetic information, marital status, familial status, age, source of income, immigration status, citizenship, primary language, handicap, disability, or any other protected classification under Applicable Law with respect to (i) anyone entering the Property or the Premises, as applicable, (ii) any sublessees or assignees of Tenant's interest in this Lease or transferees of Landlord's interest in this Lease, or (iii) any vendor providing services to Landlord or Tenant, respectively.

8. TENANTS OPERATIONS

8.1 Contract Services. Tenant will cause all contractors and service providers engaged to perform maintenance and repair services to the Premises to maintain insurance coverage reasonably acceptable to Landlord, which insurance will name Tenant and Landlord as insureds, and all such contractors and service providers will be licensed and subject to Landlord's reasonable approval. If reasonably requested by Landlord, Tenant will utilize the same contractors as selected by Landlord for similar services to other portions of the Property.

8.2 Pest Control. At Landlord's request, Tenant will hire a certified pest control contractor to service the Premises. Tenant will provide Landlord with a copy of such pest control contract, which contract will list all chemicals being used and indicate what the chemicals are intended to treat. Such pest control contract will be subject to Landlord's reasonable approval. Tenant will provide Landlord with copies of all pest control service reports within ten (10) days after the Premises are treated by the pest control contractor. If Landlord reasonably determines that the Premises, areas adjacent to the Premises, or its trash container(s) are being affected by insects, rodents, vermin, or other pests as a result of Tenant's failure to exterminate such pests, Tenant will, upon Landlord's request, cause its pest control contractor to treat such adjacent areas to eliminate such pests. Notwithstanding the foregoing, Landlord may have its own contractors perform pest control and will have the right to allocate the entire expense thereof to Tenant as Additional Rent.

8.3 Hazardous Substances.

8.3.1 Definitions. For purposes of this Section 8.3, the term "**Hazardous Substances**" will mean any hazardous or toxic chemical, waste, byproduct, pollutant, contaminant, compound, product, or substance, including without limitation, asbestos, polychlorinated biphenyl, petroleum (including crude oil or any fraction or by-product thereof), underground storage tanks, and any material the exposure to or manufacture, possession, presence, use, generation, storage, transportation, treatment, release, remediation, or handling of which is prohibited, controlled, or regulated by any Environmental Law (except for normal quantities of standard cleaning or office supplies); and the term "**Environmental Laws**" will mean any federal, state, regional, county, or local governmental statute, law, regulation, ordinance, order or code, or any consent decree, judgment, permit, license, code, or other requirement presently in effect or hereafter created, issued, or adopted pertaining to protection of the environment, health or safety of persons, natural resources, conservation, wildlife, waste management, and pollution (including, without limitation, regulation of releases and disposals to air, land, water, and groundwater).

8.3.2 Tenant Covenants. Tenant covenants and agrees that Tenant will: (a) not cause or permit any Hazardous Substances to be generated, produced, brought upon, used, stored, treated, released, discharged, or disposed of in or about the Premises by Tenant in violation of Environmental Laws; (b) comply with all Environmental Laws; (c) promptly notify Landlord, in writing, if Tenant has or acquires notice or knowledge that any Hazardous Substances has been or is threatened to be released, discharged, disposed of, transported, or stored on, in, under, or from the Premises; and (d) if any Hazardous Substances are discharged, released, or disposed of by Tenant, Tenant immediately take such action as is necessary to detain the spread of, remove, and dispose of such Hazardous Substances to the complete satisfaction of Landlord and in compliance with all Environmental Laws at Tenant's own cost and expense.

8.3.3 Tenant Indemnity. Tenant agrees to indemnify, defend, and hold Landlord free and harmless from and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (excluding consequential damages), disbursements or expenses of any kind (including reasonable attorneys' fees and costs incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Landlord or any of them in connection with or arising from or out of any Hazardous Substances released, discharged, or disposed of by Tenant on, in, under, or affecting all or any portion of the Premises, or any claim or action arising from a breach of Tenant's covenants. The provisions of this Section will be in addition to any and all obligations and liabilities Tenant may have to Landlord under other terms of this Lease and at common law and will survive the expiration of the Term or earlier termination of this Lease.

8.4 [Reserved]

8.5 Compliance/Permits. Tenant, at its own expense, will obtain and pay for all permits related to its business and/or its specific use of the Premises. At its expense, Tenant will comply with Applicable Law and with any lawful direction made pursuant to Applicable Law of any public officer with respect to the Premises or the use thereof, including any obligation to make alterations in the Premises required as a condition of Tenant's occupancy.

8.6 Tenant's Taxes. Tenant will pay, prior to delinquency, all personal property taxes on Tenant's personal property located within or used in connection with the Premises.

9. MAINTENANCE

9.1 Tenant's Obligations. Tenant will keep and maintain all portions of the Premises in good order, condition, and repair, as well as the trash dumpsters and enclosures which Tenant uses for its refuse. Tenant's repair and maintenance responsibility will include repair of damage by vandalism or casualty (unless such damage is covered by insurance that Landlord is required to maintain under this Lease) and replacement of equipment and other portions of the Premises which can no longer be brought into good operating condition. If any part of the Property is damaged by any act or omission of Tenant, its agents, employees or invitees, Tenant will pay the cost of repairing or replacing the damage. It is the intention of Landlord and Tenant that at all times Tenant will maintain the portions of the Premises which Tenant is obligated to maintain in an attractive, first-class, and fully operative condition, this includes general cleaning and upkeep. Notwithstanding the foregoing, Landlord may elect to assume portions of Tenant's above repair and maintenance obligations, and the costs thereof will otherwise be billed to Tenant and will be payable within thirty (30) days after receipt of the invoice. Tenant will reimburse Landlord for any extra cleaning which Landlord undertakes to keep the dumpsters and trash enclosures used by Tenant clean and odor free to the extent reasonable in the circumstances.

9.2 Landlord's Right to Cure. Whether Tenant has satisfied its repair, maintenance, and replacement obligations will be determined by Landlord using its commercially reasonable judgment. If Tenant fails to maintain, repair, or replace the Premises as required by this Section, Landlord may, upon ten (10) days' prior notice to Tenant (except no notice is required in an emergency), enter the Premises and perform Tenant's obligations on behalf of Tenant, and Tenant will reimburse Landlord for all costs incurred within ten (10) days after receipt of an invoice from Landlord therefor.

9.3 Interruption of Service. Landlord does not warrant that any utilities or services will be free from interruption, including by reason of accident, repairs, alterations, computer programming weaknesses, or other causes. No utility interruption will be deemed an eviction or disturbance of Tenant, or render Landlord liable to Tenant for damages, or relieve Tenant from the full and complete performance of all of Tenant's obligations under this Lease, other than such matters as are solely and directly the result of Landlord's gross negligence or willful misconduct, not covered by insurance, which Tenant is required to carry hereunder, and result in Tenant being unable to operate from the Premises for a period of forty-eight (48) consecutive hours or more, in which event Base Rent will abate for the period Tenant is unable to operate as Tenant's sole and exclusive remedy.

10. ALTERATIONS

10.1 Alterations Procedures. Tenant will not make any alterations, additions, or improvements to the Premises (collectively, "**Alterations**") without Landlord's prior written consent, which consent will not be unreasonably withheld or conditioned. Landlord may condition its consent on various matters, including Tenant agreeing to remove the Alterations and repair any resulting damage on Lease termination at Tenant's cost, Tenant posting security for the estimated removal/repair cost and Landlord's approval of the plans and specifications for the work. All Alterations which Landlord does not require Tenant to remove will become Landlord's property and will be surrendered to Landlord on termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant will repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. Landlord may require Tenant to provide payment and performance bonds for the alterations and/or lien waivers. All Alterations will be done in a good and workmanlike manner, in conformity with Applicable Law, and by a contractor approved by Landlord. Upon completion of any such work, Tenant will provide Landlord with "as built" plans; copies of all construction permits, contracts and approvals; and proof of payment for all labor and materials.

10.2 Liens. Tenant will have no express or implied authority to place any lien or encumbrance upon, or bind, Landlord's interest in the Premises or to burden the Rent for any claim in favor of any person dealing with Tenant, including those who furnish materials or perform labor for any construction or repairs, and each such claim will attach, if at all, only to Tenant's leasehold interest. Tenant will cause to be paid when due all sums owed for any labor performed or materials furnished in connection with any work performed on the Premises for Tenant. Tenant agrees to and will indemnify and save Landlord free and harmless against liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of lien of laborers or materialmen or others for work performed or materials or supplies furnished to Tenant or persons claiming under Tenant. In the event that as a result of any work of improvement undertaken by Tenant, including, without limitation, any Alternations, any mechanics' lien or other lien is filed against the Premises, and Tenant fails to discharge, bond over, or otherwise cause the release of any lien or claim within fifteen (15) days after the filing or recordation thereof, Landlord will have the right (but not the obligation), in addition to any other rights or remedies of Landlord, to cause such lien or claim to be rescinded, discharged, compromised, dismissed, bonded over, or removed in which event any sums paid by Landlord, including attorneys' fees, will be immediately due and payable to Landlord by Tenant. Tenant will immediately provide written notice to Landlord of any lien or claim against the Property or any action affecting title to the Property. Landlord may require Tenant to post a notice of Landlord's non-responsibility with respect to the work.

10.3 Condition Upon Surrender. Upon the expiration or earlier termination of the Lease, Tenant will remove all of its personal property and surrender the Premises to Landlord, in the same condition as received or, if improved, in the improved condition and with all maintenance obligations complete except for ordinary wear and tear, which Tenant was not otherwise obligated to remedy under this Lease. Telecommunications and data cabling installed by Tenant, if any, will not be considered part of the real estate and Landlord may elect either to require Tenant to remove it or leave it in place. Any property left on the Premises after the expiration or termination of the Term will be deemed to have been abandoned and to have become the property of Landlord to dispose of as Landlord deems expedient. Tenant will be liable for all costs associated with the disposal of such property. Tenant hereby waives all claims for damages that may be caused by Landlord's reentering and taking possession of the Premises or removing and disposing of Tenant's property as herein provided, and Tenant will indemnify and hold Landlord harmless therefrom. No such reentry will be considered or construed to be a forcible entry. Tenant will indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by a succeeding tenant founded on such delay.

10.4 Changes to the Property. Landlord will have the right and privilege at all times of determining the nature and extent of any changes to the Property and/or the Premises and/or related improvements and of making such changes, rearrangements, additions, and reductions therein from time-to-time as deemed desirable, including, without limitation, the location, relocation, enlargement, reduction, addition, and/or elimination of driveways, entrances and exits, automobile parking spaces, the direction and flow of traffic, establishment of protected areas, fencing, and landscaped areas, and the right at any time to locate on the Premises permanent and/or temporary building(s) and/or other improvements of any type and the right at any time to enclose or un-enclose any portions of the Premises. Landlord will have the right (a) to close temporarily all or any portion of the Property not included in the Premises to discourage non-customer use, (b) to use portions of the Property not included in the Premises while engaged in making additional improvements, repairs, or alterations to the Premises, and (c) to do and perform such other acts in, to, and with respect to the Property not included in the Premises as Landlord will determine, in its business judgment, to be appropriate for the Property. Notwithstanding any contrary provision contained in this Lease, services and facilities may be discontinued, and access to the Property (but not the Premises) is restricted, in whole or in part, during such times as the Property is not open for business and any other times as are necessary for temporary purposes such as repairs, alterations, strikes, and other reasonable purposes. Landlord has no obligation to, and has made no representations that it will alter, remodel, improve, renovate, decorate, demolish, and/or add improvements to the Property or the Premises.

11. INSURANCE/INDEMNITY

11.1 Tenant's Insurance. Tenant, at its cost, will maintain the following insurance on the Premises at all times from and after the Commencement Date:

11.1.1 CGL. Commercial general liability insurance policy ("**Tenant's CGL**") (or equivalent ISO form in use from time to time in the State in which the Property is located), providing coverage against any and all claims for bodily injury and property damage occurring in or on the Premises and/or arising out of or in any way related to the use and occupancy of the Premises by Tenant and including broad form blanket contractual coverage covering Tenant's obligations under this Lease. Tenant's CGL will have a limit of not less than $2,000,000 per occurrence with a general aggregate limit of not less than $3,000,000. Such insurance will be primary with regard to the Premises (not contributory with Landlord's coverage). Landlord (and upon request, Landlord's property manager and/or Landlord's mortgagees) will be named as an additional insured on the Tenant's CGL and all other liability coverage.

11.1.2 Worker's Compensation. Worker's compensation insurance as required by the laws of the State in which the Property is located.

11.1.3 Property. Property insurance insuring against loss or damage resulting from perils covered by the causes of loss – special form ("**Tenant's Property Insurance**") (or the equivalent ISO form in use from time to time in the State in which the Property is located) related to Tenant's personal property. Tenant's Property Insurance will be written for the full replacement value of all furniture, fixtures, equipment, and Alterations located in the Premises, together with such business interruption coverage as Tenant desires and does not wish to assume the risk for. Landlord (and upon request, Landlord's property manager and/or Landlord's mortgagees) will be named as a loss payee on Tenant's Property Insurance as their interests may appear.

11.1.4 General. All insurance required to be maintained by Tenant will (a) be on an occurrence basis; (b) provide primary coverage and not contributory with Landlord's insurance coverage; (c) require thirty (30) days prior written notice to the named insured or loss payees of any cancellation or reduction in coverage; (d) be written by responsible insurance companies licensed to do business in the State in which the Property is located; and (e) contain a waiver of subrogation with regard to Landlord and any additional insureds. Such insurance may be provided by a blanket policy covering additional locations. Tenant will provide Landlord with evidence of the required insurance as well as a copy of the additional insureds' endorsement on or before the Commencement Date and thereafter as reasonably requested by Landlord from time to time.

11.1.5 Adjustments. Landlord, upon thirty (30) days prior written notice to Tenant, may change the limits and requirements of the insurance required to be maintained by Tenant to reflect changes in insurance standards and customary requirements for similar mixed use real estate developments. If Tenant fails to provide the insurance required by this Section 11.1 within ten (10) days after the date of receipt of written notice from Landlord, in addition to any other remedies available for such default, Landlord may obtain such insurance and keep the same in force and effect, and Tenant will pay Landlord, as Additional Rent, upon demand for the cost thereof plus Default Interest from the date of Landlord's payment to the date of Tenant's reimbursement.

11.2 Landlord's Insurance. Landlord will maintain the following insurance at all times:

11.2.1 CGL. Commercial general liability insurance (or the equivalent ISO form in use from time to time in the State in which the Property is located) covering the activities of Landlord at the Property in a combined single limit of not less than $1,000,000 per occurrence and not less than $2,000,000 in the aggregate.

11.2.2 Rent Loss. Loss of rents coverage in a form and amount determined by Landlord, in its sole discretion.

11.2.3 Other. Such other insurance as Landlord deems necessary and prudent or as may be required by any lienholder holding a mortgage or security interest in the Property (or any portion thereof).

11.2.4 General. All insurance required to be maintained by Landlord will (a) be on an occurrence basis; and (b) as to the Premises or acts or omissions of Tenant, be excess, secondary, and non-contributory; and (c) contain a waiver of subrogation with regard to Tenant and any additional insureds. Such insurance may be provided by a blanket policy covering additional locations.

11.3 Indemnity. Subject to Landlord's release in Section 11.4.2, Tenant will indemnify and defend (using legal counsel acceptable to Landlord) Landlord from any claims, costs (including attorneys' fees and other litigation costs), or damages arising in connection with (a) the occupancy or use of the Premises by Tenant and customers, including any work undertaken or contracted for by Tenant; (b) Tenant's breach of this Lease, (c) any negligent or wrongful act or omission of Tenant or customers; and (d) any accident, injury, occurrence, or damage in or about the Premises. Subject to Tenant's release in Section 11.4.1, Landlord will indemnify and defend (using legal counsel acceptable to Tenant) Tenant (defined below) from any claims, costs (including attorneys' fees and other litigation costs), or damages arising in connection with (a) any work undertaken or contracted for by Landlord; (b) Landlord's breach of this Lease; and (c) any negligent or wrongful act or omission of Landlord, except in each event caused by the negligent or wrongful or omission of Tenant or customers. This indemnity is not contingent upon insurance coverage, is not limited to the amount of any insurance proceeds, and operates independently of the insurance provisions of this Lease. "**Landlord**" will mean Landlord, any mortgagees, the property manager, and Landlord's respective officers, directors, shareholders, members, managers, partners, or other owners and affiliates, subsidiaries, successors, and assigns. "**Tenant**" means Tenant, Tenant's shareholders, members, managers, partners, or other owners, Tenant's affiliates and subsidiaries, and any directors, officers, employees, sublessees, licensees, invitees, agents, contractors, and successors and/or assigns of such persons or entities.

11.4 Waivers.

11.4.1 Tenant Waiver. Tenant hereby releases, waives, and discharges Landlord from any and all claims Tenant might otherwise now or hereafter possess associated with any loss covered by insurance (or which would have been covered by the insurance Tenant is required to carry hereunder), including the deductible portion thereof, maintained and/or required to be maintained by Tenant pursuant to this Lease.

11.4.2 Landlord Waiver. Landlord hereby releases, waives, and discharges Tenant from any and all claims Landlord might otherwise now or hereafter possess associated with any loss covered by insurance (or which would have been covered by the insurance Landlord is required to carry hereunder), including the deductible portion thereof, maintained and/or required to be maintained by Landlord pursuant to this Lease.

11.4.3 Acknowledgment. Because this Section precludes the assignment of any claim mentioned in it by way of subrogation or otherwise to an insurance company or any other person, each Party to this Lease agrees immediately to give to each insurance company which has issued to it policies of insurance covering all risk of direct physical loss written notice of the terms of the mutual waivers contained in this Section, and to have the insurance policies properly endorsed, if necessary, to prevent the invalidation of the insurance coverages by reason of the mutual waiver contained in this Section. Landlord and Tenant acknowledge that the waivers and releases set forth in this Section are intended to result in any loss or damage which is covered or coverable by insurance being borne by the insurance carrier of Landlord or Tenant, as the case may be, or by the Party having the insurable interest if such loss is not covered by insurance and this Lease required such Party to maintain insurance to cover such loss. Landlord and Tenant agree that such waivers and releases were freely bargained for and willingly and voluntarily agreed to by Landlord and Tenant and do not constitute a violation of public policy.

11.5 Survival. The provisions of this Section 11 will survive expiration or termination of this Lease.

12. ASSIGNMENT AND SUBLETTING

12.1 Assignment or Sublease. Tenant will not assign this Lease or sublet the whole or any part of the Premises (each a "**Transfer**" and any assignee or sublessee a "**Transferee**") without Landlord's prior written consent, which will not be unreasonably withheld or delayed. To assist Landlord in determining whether to consent to a Transfer, Tenant will submit the following to Landlord as well as any other information reasonably requested by Landlord (a) the name and legal entity of the Transferee; (b) a description of the proposed use of the Premises by the Transferee; (c) the terms of the proposed Transfer; (d) current financial statements; (e) a current credit check for the Transferee in date and form approved by Landlord or consent for Landlord to perform a credit check, in Landlord's discretion; (f) the most recent filed federal income tax return of the proposed Transferee; and (g) the proposed Transfer documents. No Transfer will release Tenant from its obligations under this Lease. Consent to any Transfer will not operate as a waiver of the necessity of a consent to any subsequent Transfer. The cumulative transfer of an aggregate of fifty percent (50%) or more of the voting or equitable interests in a Tenant entity, including by creation or issuance of new ownership interests, will be deemed a Transfer of this Lease; and any transfer of this Lease by merger, consolidation, or liquidation of Tenant will be deemed a Transfer of this Lease. Any Transfer in violation of this Section 12 is void and constitutes an Event of Default.

12.2 Transferee Obligation. Any Transferee will be required to assume, in writing for the specific benefit of Landlord, all obligations of Tenant and will be primarily, jointly, and severally liable with Tenant for the payment of Base Rent and Additional Rent and the performance of all of Tenant's obligations under this Lease. Tenant will provide Landlord fully executed copies of all instruments of assignment, sublease, or assumption. Any sublessee shall be required to assume all obligations of Tenant to the extent they relate to the subleased premises. If the Transferee defaults, Landlord may, without affecting any other rights of Landlord, proceed against Tenant or any Transferee or any other person liable for Tenant's obligations hereunder. Tenant will provide the notice address for any Transferee to Landlord prior to the effective date of the Transfer, and if it is not provided, the applicable notice address for the Transferee will be deemed to be the Premises.

12.3 Fees. Any request for consent to a Transfer will be accompanied by payment of a non-refundable fee of $1,000 to compensate Landlord for the administrative burden of processing the request. In addition, Tenant will reimburse Landlord for any out-of-pocket costs incurred by Landlord in connection with the request which will not exceed $1,000. Tenant's payment of a fee and reimbursement of Landlord's costs is independent of, and does not represent or guarantee, Landlord's approval of a Transfer.

13. DAMAGE OR DESTRUCTION

13.1 Notice of Damage. Tenant will notify Landlord in writing immediately upon the occurrence of any material damage to the Premises. Subject to Section 13.2, if the insurance proceeds available to Tenant are sufficient to pay for the necessary repairs, this Lease will remain in effect and Tenant will repair the damage as soon as is reasonably practicable, and Tenant will repair/replace any damage to Alterations and to Tenant's inventory, equipment, trade fixtures, furnishings, and other personal property.

13.2 Decision. If (a) the insurance proceeds received by Tenant are not sufficient to pay the entire cost of repair or if the cause of the damage is not covered by Tenant's insurance or (b) if Landlord considers the damage to be significant, then Landlord may elect either to (1) repair the damage as soon as reasonably practicable, in which case this Lease will remain in full force and effect or (2) terminate this Lease. Landlord will notify Tenant of Landlord's decision within thirty (30) days after the date of damage. If the damage affects more than thirty-five percent (35%) of the Premises, Tenant will have the option to terminate this Lease upon written notice given to Landlord within fifteen (15) days after the date of damage. If Landlord elects to repair the damage, then rent owed by Tenant will be equitably abated in proportion to the reduction in the usability of the Premises.

14. CONDEMNATION

14.1 Entire Taking. If all of the Premises, are taken by eminent domain or conveyance in lieu thereof (a "**Taking**"), this Lease will automatically terminate as of the date title vests in the condemning authority, and all Rent will be prorated to that date. A sale by Landlord under a threat of condemnation, or while condemnation proceedings are pending, will be deemed a Taking.

14.2 Partial Taking. In the event of a Taking of a part of the Premises, Landlord or Tenant may terminate this Lease by notifying the other Party of such termination within thirty (30) days following the date of such Taking. Upon notification, this Lease will terminate on the date specified in the notice, but no sooner than thirty (30) days from the date of such notice, and the Rent hereunder will be prorated as of such date.

14.3 Awards and Damages. Landlord reserves all rights to damages to the Premises for any Taking, and Tenant will make no claim against Landlord or the condemning authority for damages for termination of the leasehold interest. Tenant will have the right, however, to claim and recover from the condemning authority compensation for any loss to which Tenant may be entitled for Tenant's moving expenses, business interruption, or Taking of property of Tenant (not including Tenant's leasehold interest) to the extent that such loss is awarded separately in the eminent domain proceeding and not out of or as part of the damages recoverable by Landlord.

15. DEFAULT

15.1 Events of Default. Each of the following will be deemed a material default by Tenant and a material breach of this Lease (each an "**Event of Default**"):

15.1.1 Payment. Failure by Tenant to pay when due any Rent hereunder if such failure will continue for a period of five (5) days after written notice thereof has been given to

Tenant; provided, however, Tenant is not entitled to more than two (2) written notices for monetary defaults during any twelve (12) month period; or

15.1.2 Misrepresentation. Any misrepresentation or material omission of information made by Tenant orally to Landlord or in any documents or other materials provided by Tenant to Landlord in connection with this Lease; or

15.1.3 Operating Covenant. Tenant's failure to comply with the Permitted Use under Section 7.1, where such failure continues for a period of fifteen (15) days after notice of such failure from Landlord; or

15.1.4 Abandonment. Any prolonged absence by Tenant from the Premises, or an absence from the Premises of five (5) days or more when any Rent is due and unpaid, regardless of whether there is an Event of Default under Section 15.1.1; or

15.1.5 Execution. This Lease, any part of the Premises, or any property of Tenant's are taken upon execution or by other process of law directed against Tenant, or are taken upon or subject to any attachment by any creditor of Tenant or claimant against Tenant, and said attachment is not discharged or disposed of within fifteen (15) days after its levy; or

15.1.6 Voluntary Bankruptcy. Tenant files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or admits the material allegations of any such petition by answer or otherwise, or is dissolved, or makes an assignment for the benefit of creditors; or

15.1.7 Involuntary Bankruptcy. Involuntary proceedings under any such bankruptcy law or insolvency act or for the dissolution of Tenant are instituted against Tenant or a receiver or trustee is appointed for all or substantially all of the property of Tenant and such proceeding is not dismissed or such receivership or trusteeship vacated within thirty (30) days after such institution or appointment; or

15.1.8 Liens. The doing or permitting to be done by Tenant of any act which creates a mechanic's or other lien or claim against the land of which the Premises are a part and the same is not released or otherwise provided for by indemnification satisfactory to Landlord within fifteen (15) days thereafter; or

15.1.9 Insurance. If a Tenant fails to maintain the insurance it is required to carry under Section 11.1, and such failure continues for a period of five (5) days after the date the failure first occurs; or

15.1.10 Estoppel and Subordination. If Tenant fails to provide the required estoppel certificate (Section 16.3) or subordination agreement (Section 16.1) within the time period required, and such failure continues for a period of three (3) days after receipt of a second request from Landlord; or

15.1.11 Other. Tenant's failure to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant and not subject to Section 15.1.1 through Section 15.1.10, where such failure will continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant or such additional period of time thereafter as may be reasonably necessary under the circumstances to cure such failure on the condition that Tenant commences to cure such failure within said thirty (30) period and thereafter diligently proceeds to cure such default; provided, however if Tenant fails to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant more than three (3) times in any 12 month period (although Tenant will have cured any such previous breaches after notice from Landlord, and within the applicable cure period), then any fourth failure in such 12 month period will constitute an Event of Default without further notice.

15.2 Remedies. Upon an Event of Default, Landlord may at any time thereafter, without limiting Landlord in the exercise of any right or remedy at law or in equity, take any or all of the following actions:

15.2.1 Maintain Lease. Maintain this Lease in full force and effect and recover the Rent as it become due (or alternatively, if Landlord exercises the right to accelerate the Rent as set forth below, recover all Rent due as a result of acceleration) without terminating Tenant's right to possession irrespective of whether Tenant has abandoned the Premises. In the event Landlord elects to maintain this Lease in full force and effect as aforesaid, Landlord will nevertheless have the right to attempt to re-let the Premises at such rent, terms, and conditions as Landlord determines and do all things Landlord deems necessary to maintain or preserve the Premises, including removal of all persons from the Premises and removal of all property from the Premises to a public warehouse or storage facility at the cost of and for the account of Tenant; and if Tenant fails to pay for storage, then the contents of the storage facility may be sold at public auction and the proceeds of such sale applied first to payment of such storage fees, second to the expenses of such sale, third to amounts due Landlord, and the balance, if any, to Tenant. In the event of any re-letting, Tenant's right to possession of the Premises and this Lease will automatically terminate upon the new tenant taking possession of the Premises, provided, that Tenant's liability for damages as set forth in Section 15.2.6 will survive such termination. Notwithstanding that Landlord may have elected to maintain the Lease under this Section 15.2.1, Landlord reserves the right to thereafter terminate the Lease by written notice in accordance with Section 15.2.2.

15.2.2 Terminate Lease. Terminate this Lease by written notice to Tenant, in which case Tenant's right to possession of the Premises ceases and this Lease be terminated, except as to Tenant's liability under this Lease, which will survive such termination.

15.2.3 Re-entry. Without further demand or notice, re-enter and take possession of the Premises or any part of the Premises, repossess the same, expel Tenant and those claiming through or under Tenant, and remove the effects of both or either, using such force for such purposes as may be necessary, without being liable for prosecution, damage, or otherwise and without being deemed guilty of any manner of trespass or breach of the peace. No such re-entry by Landlord will be construed as an election on Landlord's part to terminate this Lease unless a written notice of such intention is given to Tenant. In the event of a re-entry without termination, Landlord will nevertheless have the right to attempt to re-let the Premises at such rent, terms, and conditions as Landlord determines and do all things Landlord deems necessary to maintain or preserve the Premises, including removal of all persons from the Premises and removal of all property from the Premises to a public warehouse or storage facility at the cost of and for the account of Tenant, and if Tenant fails to pay for storage, then the contents of the storage facility may be sold at public auction and the proceeds of such sale applied first to payment of such storage fees, second to the expenses of such sale, third to amounts due Landlord, and the balance, if any, to Tenant. In the event of any re-letting, Tenant's right to possession of the Premises and this Lease will automatically terminate upon the new tenant taking possession of the Premises, provided, that Tenant's liability for damages as set forth in Section 15.2.6 will survive such termination. Notwithstanding that Landlord may have elected to re-enter the Premises without termination, Landlord reserves the right to thereafter terminate the Lease by written notice in accordance with Section 15.2.2.

15.2.4 Cure. Without further demand or notice, cure any Event of Default, and charge Tenant as Additional Rent the cost of effecting such cure, including, without limitation, reasonable attorneys' fees and interest on the amount so advanced at the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by Applicable Law, provided that Landlord has no obligation to cure any such Event of Default.

15.2.5 Acceleration of Rent. Accelerate the payment of all Rent payable by Tenant for the balance of the Term by notice to Tenant, discounted to present value using a discount factor equal to the Federal Reserve Re-discount Rate as established from time to time by the 12th Federal Reserve District. Such amount will be immediately due and payable in full. In the event that Landlord terminates this Lease as provided in this Section 15.2.5 or as otherwise permitted by law, all Rent payable by Tenant for the balance of the Term will be deemed accelerated and discounted in accordance with this Section as of the date of termination.

15.2.6 Damages. Recover from Tenant any and all other amounts necessary to compensate Landlord for all the detriment proximately caused by Tenant's default or which in the ordinary course of events would be likely to result therefrom, including, without limitation: (a) all Rent due and unpaid; (b) all Rent payable by Tenant for the balance of the Term as provided in Section 15.2.5; (c) the costs and expenses of repairing, remodeling, and otherwise making the Premises ready for a new tenant; (d) administrative costs and expenses of Landlord as a result of the Event of Default; and (e) leasing commissions for any leasing agent engaged to re-let the Premises; (d) attorneys' fees; (e) the unamortized balance of the tenant allowance, if any; and (f) late charges and interest as provided in Sections 15.3 and 15.4, respectively.

15.2.7 Other Remedies. Exercise any other right or remedy at law or in equity.

15.3 Late Charges. Tenant acknowledges that late payment of Rent will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which are now and would be extremely difficult to ascertain. Accordingly, if any Rent is not received by Landlord within five (5) days after such Rent is due, Tenant will pay to Landlord a late charge of $75.00. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord will not constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

15.4 Interest. All Rent not paid within five (5) days after such Rent is due will bear interest from the date due at the lesser of eighteen percent (18%) per annum or the maximum interest rate allowed by Applicable Law (the "**Default Rate**").

15.5 Default by Landlord. Landlord will not be in default under this Lease unless Landlord fails to cure such breach within thirty (30) days after written notice from Tenant of such breach specifying in detail the matters for which breach is claimed; provided that if the default cannot reasonably be cured within that time period, Landlord will have such additional time as is reasonably necessary to cure the default so long as Landlord is diligently pursuing the cure to completion. If Landlord fails to cure the default within such time period, Tenant will have all rights and remedies available at law and in equity, other than the right to terminate the Lease or any offsets against Rent; provided, however, that if Landlord fails or refuses to effect a cure as provided and if Tenant may reasonably effectuate a cure of such default, then Tenant will undertake to cure such default, and Landlord, upon demand, will repay to Tenant any amounts so expended within ten (10) days after Tenant's demand therefor. Such payment will not be in lieu of any damages that may apply to Landlord's default. Tenant will give written notice of any failure by Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee, or beneficiary under any deed of trust encumbering the Premises whose name and address has been furnished to Tenant in writing, and such parties will have the right but no obligation to cure the default on Landlord's behalf within the same timeframe provided to Landlord; provided that such time frame will not begin until Tenant provides notice to such person that Landlord has not commenced the cure within the thirty (30) days period first identified above.

15.6 Holding Over. If Tenant fails to surrender possession of the Premises upon termination or expiration of this Lease, and if Tenant obtains Landlord's written consent to Tenant's continued occupancy, then Tenant's occupancy will be deemed to be a month to month periodic tenancy, with Base Rent due at a rate one and one half times the Base Rent payable by Tenant hereunder during the calendar month immediately preceding such termination or expiration (the "**Latest Rate**"), and either Party may terminate such tenancy upon thirty (30) days' written notice to the other Party. If Tenant fails to surrender possession of the Premises upon termination or expiration of this Lease and if Tenant does not obtain Landlord's written consent to Tenant's continued occupancy, then Tenant will be deemed a trespasser and will be liable to Landlord for all damages sustained by Landlord as a result thereof, together with Base Rate at a rate double the Latest Rate. Tenant will indemnify Landlord against any loss or liability resulting from delay by Tenant in so surrendering the Premises, including, without limitation, any claims made by a succeeding tenant founded on such delay.

15.7 Statutory Requirements. To the extent that any remedies or actions above require statutory notice or are limited or modified by the statues of the State in which the Property is located, Landlord and Tenant will follow the statutory requirements of such State, and the Lease is deemed to include such requirements and amend any terms which conflict with such statutes.

15.8 Termination for Convenience. The Lease may be terminated for any reason, without penalty or further liability, by either party on sixty (60) days' prior written notice.

16. PROTECTION OF LENDERS; ESTOPPEL

16.1 Subordination. This Lease will be subordinate to any financing now existing or hereafter placed upon the Property by Landlord and to any and all advances to be made thereunder and to interest thereon and all modifications thereof (each a "**Mortgage**"). This provision will be self-operative. Tenant will execute and deliver, within fifteen (15) days after Landlord's request therefor, any reasonable subordination agreement required by the holder of a Mortgage, but only if any such subordination agreement provides that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant will have the continued enjoyment of the Premises free from any disturbance or interruption by any holder of a Mortgage or any purchaser at a foreclosure or private sale of the Property.

16.2 Attornment. If Landlord's interest in the Premises is acquired by any ground lessor, holder of a Mortgage, or purchaser at a foreclosure sale, or transferee thereof, Tenant will attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

16.3 Estoppel Certificates. Tenant will, within ten (10) days after Landlord's request therefor, execute and deliver to Landlord a written statement certifying: (a) the commencement and the expiration date of the Term; (b) the amount of Base Rent and the date to which it has been paid; (c) that this Lease is in full force and effect and has not been assigned or amended in any way (or specifying the date and terms of each agreement so affecting this Lease) and that no part of the Premises has been sublet (or to the extent such is not the case, a copy of any sublease); (d) that to Tenant's knowledge, Landlord is not in default under this Lease (or if such is not the case, the extent and nature of such default); (e) on the date of such certification, to Tenant's knowledge, there are no existing defenses or claims which Tenant has against Landlord (or if such is not the case, the extent and nature of such defenses or claims); and (f) any other information that Landlord or a mortgagee or purchaser may reasonably request. It is intended that any such statement will be binding upon Tenant and may be relied upon by Landlord and prospective purchasers or mortgagees. If Tenant fails to provide the requested estoppel within fifteen (15) days after receipt of the request, in addition to the provisions of Section 15.2, Tenant will be deemed to have given a certificate as above provided, without modification, and will be conclusively deemed to have admitted the accuracy of any information supplied by landlord to a prospective purchaser or mortgagee contained in any statement provided to Tenant for verification as above provided. The estoppel certificate will run to the benefit of all those Landlord specifies as addressees in the estoppel certificate.

17. LIABILITY

17.1 Landlord's Liability. The liability of Landlord to Tenant will be limited to the amount of Rent paid by Tenant to Landlord for the Initial Term or the then-applicable Extension Term. Tenant agrees to look solely to the Rent paid for the Premises for the Initial Term or the then-applicable Extension Term for the recovery of any judgment against Landlord, and Landlord and its owners will not be personally liable for any such judgment. If Landlord sells or otherwise transfers the Property to a new owner, the transferring Landlord will not thereafter be named or sought after in any matter related to the Property relating to the time period after the transfer and responsibility for those matters will automatically transfer to the new owner.

17.2 Tenant's Business Loss or Interruption. Notwithstanding any other provision of this Lease, and to the fullest extent permitted by law, Tenant hereby agrees that Landlord will not be liable for injury to Tenant's personal property or its business or any loss of income therefrom, whether such injury or loss results from conditions arising upon the Premises or the Property, or from other sources or places including any interruption of services and utilities or any casualty, condemnation, whether the cause of such injury or loss of the means of repairing the same is inaccessible to Landlord or Tenant, and that it therefore assumes the risk of or insures such risks of loss as it determines in its discretion.

18. MISCELLANEOUS

18.1 No Right to Relocation. Upon expiration of the Term or any Extension Option, or upon termination based on Event of Default or pursuant to any other provisions contained in this Lease, Tenant shall have no right to relocation assistance by the Landlord. Tenant will be solely responsible for ensuring its relocation from the Premises.

18.2 Notices. All notices required or permitted to be given under this Lease will be in writing and will be given by: (a) hand delivery, in which event such notice will be deemed received upon the delivery or refusal to accept delivery thereof; (b) U.S. Certified Mail, return receipt requested, with postage prepaid, in which event such notice will be deemed received upon the earlier of the date of actual receipt, the date of delivery as shown on the return receipt, or the third day after deposit in the mail; or (c) a nationally-recognized overnight delivery service (e.g., FedEx), in which event such notice will be deemed received upon the earlier of the actual date of receipt or the second day after deposit with the nationally-recognized overnight delivery service. All such notices will be addressed to Landlord and the Tenant at the addresses identified above or at such other address as a Party may specify from time to time by notice to the other Party. Notwithstanding the foregoing, actual notice, however given and from whomever received, will always be effective, and any notice given by a Party's attorneys will, for all purposes, be deemed to have been given by such Party.

18.3 Non-Waiver/Accord. Failure of Landlord or Tenant to insist, in any one or more instances, upon strict performance of any term of this Lease or to exercise any election herein contained will not be construed as a waiver or a relinquishment, but the same will continue and remain in full force and effect. Neither Party will be deemed to have waived any provision of this Lease unless expressed in writing and signed by such Party. Tenant specifically acknowledges that where Tenant has received a notice of default (whether Rent or non-rent), no acceptance by Landlord of Rent will be deemed a waiver of such notice and, including no acceptance by Landlord of partial Rent, will be deemed to waive or cure any Rent default. Landlord may, in its discretion, after receipt of partial payment of Rent, refund the same and continue any pending action to collect the full amount due or may modify its demand to the unpaid portion. In either event, the default will be deemed uncured until the full amount is paid in good funds. Payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other charges stipulated herein will be deemed to be on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any payment will be deemed an accord and satisfaction, and Landlord's acceptance of such check or payment will be without prejudice to Landlord's right to recover the balance of the amount due or pursue any other remedy to which it is entitled.

18.4 Brokers. The Parties represent and warrant to each other that neither has worked with or consulted any broker, agent, or finder to act in its behalf in connection with this Lease. Each Party agrees to indemnify, defend, and hold harmless the other from and against any and all liability, claims, costs, damages, judgments, and proceedings of any kind arising from any claim for brokerage commissions, finder's commissions, or other such compensation by any broker or other person based upon a claimed obligation or liability (whether valid or not) of the indemnifying Party.

18.5 Integration. This Lease is the complete, entire, final, and exclusive agreement among the Parties hereto and supersedes all prior and contemporaneous negotiations, agreements, and understandings between the Parties, whether written, oral, implied, course of conduct, or any combination thereof, with respect to the subject matter contained herein. It is expressly warranted by the Parties that no promise or inducement has been offered except as set forth herein and that this Lease is executed without reliance upon any promise, inducement, or representation not set forth herein. This Lease is fully integrated, and the terms hereof will not be amended, added to, subtracted from, changed, or modified by evidence of any prior or contemporaneous agreement.

18.6 Amendment. This Lease may not be amended or modified in any way except by an instrument in writing executed by all Parties hereto.

18.7 Remeasurement. Landlord reserves the right, from time to time, to remeasure and adjust the rentable or useable square footage of the Property, provided such remeasurement and adjustment is made in accordance with industry standards uniformly applied. If a remeasurement and adjustment is made, Tenant's Base Rent will be automatically adjusted based on the remeasurement and adjustment, provided in no event will any remeasurement and adjustment be applied retroactively.

18.8 Construction. The captions and headings of this Lease are for reference only and will not be deemed to define or limit the scope or intent of any of the terms or provisions of this Lease. Whenever the context so requires, the singular will include the plural, the plural will include the singular, and the use of gender will include all other genders. When used in this Lease, the phrase "including" (or a word of similar import) will mean "including, but not limited to," and words such as "herein," "hereinafter," "hereof," "hereto," and "hereunder" refer to this Lease as a whole, unless the context otherwise requires. The Parties acknowledge that each Party and, if they should so choose, their attorneys, have reviewed and revised this Lease and agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party will not be employed in the interpretation and enforcement of this Lease.

18.9 Incorporation by Reference. All Exhibits and Addendums to this Lease are true, correct, material, and are hereby incorporated by reference as if set forth herein. However, in the event of a conflict between such Exhibits or the Addendums and the text of this Lease, the Exhibits and Addendums will control.

18.10 Force Majeure. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease (except for Tenant's obligation to pay Rent hereunder, which is not excused by a Force Majeure Event) when and to the extent such Party's (the "**Impacted Party**") failure or delay is not caused by the Impacted Party and instead is caused by or results from the following events that affect the Impacted Party: (a) acts of God; (b) floods, fires, earthquakes, or explosions; (c) declarations of pandemic or epidemic by a governmental or quasi-governmental agency (e.g. the World Health Organization); (d) governmentally-declared quarantines, self-isolation orders, or stay-at-home orders; (e) wars, invasions, terrorist threats or acts, riots, or other civil unrest; (d) government orders, laws, or actions; or (e) inability to obtain labor or materials or reasonable substitutes thereof (each a "**Force Majeure Event**"). The Impacted Party will give notice to the other Party of the Force Majeure Event as soon as reasonably practicable after the occurrence thereof, stating the period of time the occurrence is expected to continue (which will not be binding on the Impacted Party). The Impacted Party will use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party will resume the performance of its obligations as soon as reasonably practicable after the occurrence of the Force Majeure Event ceases.

18.11 Successors. Subject to the restrictions on Tenant's ability to Transfer as set forth in Section 12, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

18.12 Authority. The individual executing this Lease on behalf of each Party represents and warrants to the other Party that such individual is duly authorized to execute and deliver this Lease on behalf of the signing Party and that this Lease is binding upon the signing Party in accordance with its terms.

18.13 Governing Law. This Lease will be interpreted and enforced in accordance with the laws of the State in which the Property is located without giving effect to any choice or conflict of law provision or rule (whether in the State in which the Property is located or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State in which the Property is located.

18.14 Landlord's Access. Landlord or its agents may enter the Premises to show the Premises to potential lenders, tenants, or other parties; to make repairs, alterations, or improvements, to inspect and conduct tests in order to monitor Tenant's compliance with this Lease and Applicable Law; or for any other purpose Landlord deems necessary, provided that Landlord will use commercially reasonable efforts to minimize interference to Tenant's use of the Premises. Landlord will give Tenant twenty-four (24) hours' prior notice of such entry, except in the case of emergency, in which event no prior notice is required. Landlord may place customary "For Sale" or "For Lease" signs in and about the Property and in and about the Premises within the last month of the Term or after a default and failure to cure as provided for under Section 15.

18.15 Landlord Acting Through Agent. Any action permitted or required of Landlord under this Lease may, at Landlord's election, be performed by Landlord's property manager or other agent on Landlord's behalf.

18.16 Quiet Enjoyment. If Tenant pays the Rent and complies with all other terms of this Lease, Tenant may occupy the Premises for the Term against any person claiming by, through, or under Landlord but not, otherwise, subject to the provisions of this Lease.

18.17 No Recordation. Tenant will not record this Lease without prior written consent from Landlord. However, Landlord may require that a memorandum of this Lease executed by both Parties be recorded.

18.18 Survival. The obligations of each Party applicable to time periods prior to the termination or expiration of this Lease will survive termination or expiration of this Lease, including Landlord's right to indemnification and defense from claims arising from matters occurring prior to termination even though the claim is asserted against Landlord after termination and payment of amounts not finally calculated by the expiration/termination date.

18.19 Relationship Among the Parties. No agency, employment agreement or relationship, joint venture, or partnership is created between the Parties by this Lease and neither Party will be deemed to be an agent of the other nor either Party have the right or power of authority to act for the other in any manner or to create any obligations, contracts, or debts binding upon the other Party.

18.20 Severability. This Lease will be enforced to the fullest extent permitted by Applicable Law. If for any reason any provision of this Lease is held to be invalid or unenforceable to any extent, then: (a) such provision will be interpreted, construed, or reformed to the extent reasonably required to render the same valid, enforceable, and consistent with the original intent underlying such provision and (b) such invalidity or unenforceability will not affect any other provision of this Lease.

18.21 Time. All time periods in this Lease will be deemed to refer to calendar days. If the last date on which to perform any act, give any notice, or be deemed to have received any notice under this Agreement will fall on a Saturday, Sunday, or holiday observed by the state courts sitting in the County where the Property is located, such act or notice will be deemed timely if performed or given, or notice will be deemed received, on the next succeeding day that is not a Saturday, Sunday, or holiday observed by the state courts sitting in the County in which the Property is located. Time is of the essence with respect to each and every covenant and obligation under this Lease.

18.22 Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TENANT AND LANDLORD HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM CONCERNING ANY RIGHTS UNDER THIS LEASE, ANY RELATED DOCUMENT, OR UNDER ANY OTHER DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HEREWITH, OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS LEASE, AND AGREE THAT ANY SUCH ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY; THIS PROVISION IS A MATERIAL INDUCEMENT FOR TENANT AND LANDLORD ENTERING INTO THIS LEASE.

18.23 Attorneys' Fees. In the event of any controversy, claim, or action being filed or instituted between the Parties to interpret or enforce the terms of this Lease, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the non-prevailing Party all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees incurred by the prevailing Party (whether incurred prior to trial, at trial, on appeal, and/or during any post-judgment collection activities).

18.24 Counterparts. This Lease may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same document. The signature pages may be detached from each counterpart and combined into one document. This Lease may be signed electronically and delivered by facsimile or via email in PDF or other similar format, each of which will be effective as an original.

[*Remainder of page intentionally left blank; signature page follows*.]

EXECUTED EFFECTIVE by Landlord and Tenant as of the Effective Date.

LANDLORD:	**TENANT:**
The Urban Renewal Agency of the City of Twin Falls	Colter Heck dba Heck Roofing
By: ________________________________ Name: Rudy Ashenbrener Its: Chair	By: ________________________________ Name: Colter Heck Its: ________________________________
Date: ________________________________	Date: ________________________________

EXHIBIT A

PROPERTY

RPT4401001035A = 237 Maxwell Ave (Lot 35 +/-, Block 1), 0.116 ac

RPT4401001036A = 251 Maxwell Ave (Lots 36-38+/-, Block 1), 0.49 ac

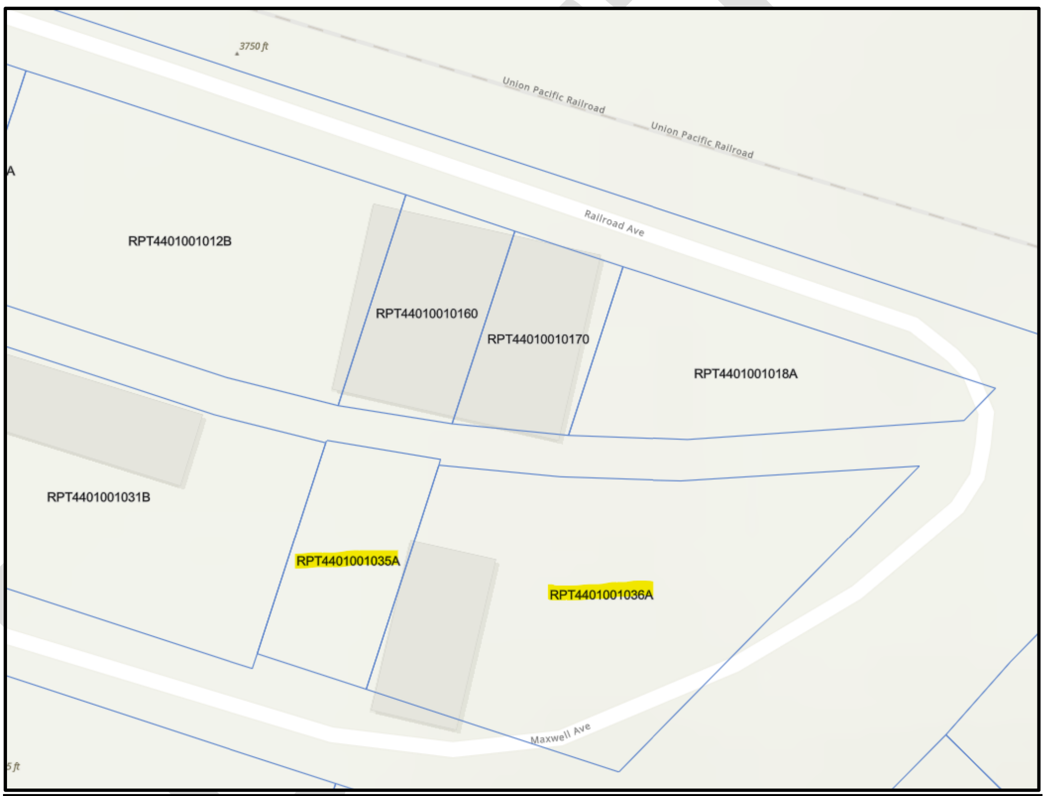


EXHIBIT B

PREMISES

RPT4401001035A = 237 Maxwell Ave (Lot 35 +/-, Block 1), 0.116 ac, (entire lot)

RPT4401001036A = 251 Maxwell Ave (Lots 36-38+/-, Block 1), 0.49 ac
(approximately 5,000 SF of the westernmost portion of the parcel)

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, April 21, 2025

To: Urban Renewal Agency of the City of Twin Falls

From: Shawn Barigar, Executive Director

ACTION ITEM

Request:

Consider Task Order for Kushlan | Associates for consultant services related to Revenue Allocation Area 4-3 (Chobani).

Background:

With the execution of the Development Agreement among the Agency, the City of Twin Falls, and Chobani, construction is underway on the expansion project. As outlined in the agreement, several public improvements are on the horizon to support the expansion including those for wastewater and electricity infrastructure, which are eligible for use of Tax Increment Financing within Revenue Allocation Area 4-3.

Additionally, new legislation passed this year by the Idaho Legislature allows for an amendment to an existing Urban Renewal Project plan in support of growth or development of an existing revenue allocation area, so long as the area only includes parcels that are owned or controlled by a single property owner.

There is interest in utilizing this new provision in Idaho Code to make amendment to the current plan and allow support of the expansion through Tax Increment Financing.

In order to get to that point, there are a couple of plan amendments that need to be considered.

First is a de-annexation of 28-acres of the current RAA 4-3 which is not owned by Chobani. Completion of the de-annexation of this parcel would allow a second plan amendment consideration since RAA 4-3 would then qualify as a single-property-owner revenue allocation area.

Both of these plan amendments would require updates to portions of the current plan, in particular related to the economic feasibility study. These require the work of an independent redevelopment consultant.

The Agency has in place a Professional Services Agreement with Kushlan | Associates for "on-call services" at the direction of the Chairman of the Board or Executive Director of the Agency. This direction shall be provided in the form of a written Task Order. Staff is preparing a draft written Task Order with Kushlan | Associates and will have it available at the meeting for review and consideration.

Approval Process:

A majority vote of a quorum of the Agency Commissioners present at the meeting.

Budget Impact:

The fee for services is outlined in the Task Order and available from budgeted expenses for professional fees.

Regulatory Impact:

N/A

Conclusion:

Staff recommends approval of the Task Order for Kushlan Associates for work related to Revenue Allocation Area 4-3.

Attachments:

None