



Urban Renewal Agency Agenda

Wednesday, March 25, 2020, 12:00 PM

- SPECIAL MEETING -

City Hall, Overflow Room #116
203 Main Avenue East- Twin Falls, Idaho

Members: Dexter Ball, Perri Gardner, Suzzane Cawthra, Rudy Ashenbrener, Cindy Bond, Andy Hohwieler, Doug Vollmer

- 1) Confirmation of Quorum/Call Meeting to Order
- 2) Conflict of Interest Declaration
- 3) Consent Calendar
 - a) **ACTION ITEM:** Request to approve 1) Minutes for February 19, 2020 meeting; 2) February 2020 Financial Report; 3) March 2020 Accounts Payable.
By: Lorrie Bauer, Recording Secretary
- 4) Reports/Updates
- 5) Items of Consideration
 - a) **ACTION ITEM:** Consideration of a request to approve the solicitation of development proposals for property generally located at 151 2nd Avenue South in Twin Falls.
By: Nathan Murray, Executive Director
 - b) **ACTION ITEM:** Consideration of a request to sign Resolution No. 2020-04 approving the Second Amendment to the Disposition & Development Agreement relating to the 160 Main Ave South Development.
By: Nathan Murray, Executive Director
 - c) **ACTION ITEM:** Consideration of a request to conduct a sealed bid auction for the sale of real property located at 215 Shoshone Street South (Lots 4 & 5, Block 118, Twin Falls Townsite).
By: Nathan Murray, Executive Director
- 6) General Input/Announcements - Public/Staff
- 7) Upcoming Meeting(s)
- 8) Adjournment

Any person(s) needing special accommodations to participate in the above-noticed meeting could contact Lorrie Bauer (208) 735-7313 at least two working days before the meeting. Si desea esta información en español, llame Leila Sanchez (208) 735-7287.



Urban Renewal Agency Minutes

Wednesday, February 19, 2020, 12:00 PM

Council Chambers
203 Main Avenue East, Twin Falls, Idaho

Members: Dexter Ball, Perri Gardner, Suzzane Cawthra, Rudy Ashenbrener, Cindy Bond, Andy Hohwieler, Doug Vollmer

1) Confirmation of Quorum/Call Meeting to Order

Present: Rudy Ashenbrener, Andy Hohwieler, Suzzane Cawthra, Doug Vollmer, Dexter Ball, Cindy Bond, Perri Gardner (arrived at 12:05)

Absent: None

Staff Present: Nathan Murray, Executive Director; Jesse Schuerman, Engineer; Lorrie Bauer, Recording Secretary; Brent Hyatt, Assistant Finance Officer, Jonathan Spendlove, Planning and Zoning Manager; Ruth Pierce, City Council Liaison, Meghan Conrad, Special Counsel.

Chair Bond called the meeting to order at 12:03 PM. A quorum was present.

Chair Bond called for a motion to amend the agenda noting the removal of items from the initial agenda posting.

MOTION: Doug Vollmer moved to approve the amended agenda. Suzzane Cawthra seconded the motion. Roll call vote showed all members present voted in favor of the motion.

2) Conflict of Interest Declaration

None.

3) Consent Calendar

a) Request to approve 1) Minutes for January 13, 2020 meeting; 2) Minutes for January 29, 2020 special meeting; 3) January 2020 Financial Report; 4) February 2020 Accounts Payable.

MOTION: Andy Hohwieler moved to approve the consent calendar. Dexter Ball seconded. Roll call vote showed all members present voted in favor of the motion.

4) Reports/Updates

- a) Executive Director's Report by Nathan Murray
- The disclosure declaration will take place at the beginning of every meeting as a matter of course from now on.
 - Brent Hyatt's departure has been delayed.
 - The initial posting of the agenda included a memorandum of understanding with the City, as well as a potential request for proposal for property the city owns. The documents were not finalized in time for this meeting, but hoping to have them on the March agenda.
 - Nathan was contacted by a non-profit group who wanted to negotiate with the Agency for the acquisition of a property for a parking lot that the Agency owns. The property on 3rd Avenue South between Hansen & Idaho that surrounds the St. Luke's Building. The Agency has obligations to provide parking on that property for Glanbia and St. Luke's which is currently being investigated. Half of the parking area is heavily utilized so the possibility of someone acquiring a part of the property for a project could be an option. This may be a topic of discussion at a future meeting.

- The new Urban Renewal District was submitted to the Tax Commission. The project is still in the design phase.

5) Items of Consideration

None.

6) Public Hearings

- a) Public Hearing and Consideration of a request to conduct a sealed bid auction for the sale of real property located at 215 Shoshone Street South (Lots 4, 5 & 17, Block 118, Twin Falls Townsite). Nathan Murray shared the background and explained the beginning process to dispose of the surplus property. Meghan Conrad added the Agency adopted a surplus disposition policy and declared this property to be surplus. The notice of public hearing was advertised for today's meeting date. Following the public hearing, the Agency will consider the next steps. Nathan explained the property needs to be advertised at a reasonable fair market value and awarded to the highest bidder. The Agency needs to decide if the three lot property will be sold as one parcel or split the lots into multiple parcels.

The public hearing was opened.

Fran Florence, Kimberly resident, asked for an explanation of the concept of why these parcels were designated as surplus properties. Nathan explained a surplus sale of the property does not have to take place, however, the reason for this process is that in response to a previous RFP, multiple parties were interested in specific lots of the parcel, but not the entire parcel as advertised. This process is an option the Agency has for property disposition.

Peter Candy, a developer, shared his interest in Lot 17 for a potential residential project.

No other public comments were offered, therefore, the public hearing was closed.

Meghan Conrad further described surplus disposition which uses a competitive process. Discussion continued. She explained a resolution would need to be adopted as well as the auction bid packet. A minimum price needs to be determined and justification is necessary by a real estate broker or appraisal.

Commissioners are in favor of splitting Lots 4 and 5 from the existing parcel. Staff and Special Counsel will create a bid packet to be presented for approval at the March meeting.

7) General Input/Announcements - Public/Staff

None.

8) Upcoming Meeting(s)

- a) Monday, March 9, 2020 @ 12:00 p.m.

Nathan shared there is a city club meeting on this date in which two board members have expressed interest in attending and he will also be out of town. An alternate date will be researched and a new meeting date will be advertised.

Commissioner Gardner shared the art subcommittee met to discuss potential projects for this year. Ideas currently being considered are murals and 3D art. She welcomed ideas.

9) Adjournment

- a) Request to adjourn to Executive Session 74-206(1)(c) to acquire an interest in real property not owned

by a public agency.

MOTION: Rudy Ashenbrener moved to adjourn. Andy Hohwieler seconded the motion. Roll call vote showed all members present voted in favor of the motion.

The meeting adjourned at 01:01 PM.

Lorrie Bauer, Recording Secretary

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
February 2020

	Feb 20
Ordinary Income/Expense	
Income	
Contributions	4,828.14
Investment Income	6,616.77
Property Taxes	13,965.30
Rental Income	1,333.33
Total Income	26,743.54
Gross Profit	26,743.54
Expense	
RAA 4-1	
City Property Expense	
Commons (129 Hansen) & Main	3,565.64
Bowyer Park (122 4th Ave S)	22.89
City Property Expense - Other	195.99
Total City Property Expense	3,784.52
Youth Ranch (160 Main Ave S)	465.84
Total RAA 4-1	4,250.36
Debt Payments - Interest	47,750.60
Legal Expense	14,180.26
Meeting Expense	239.36
Office Expense	0.00
Prof. Dev.\Training	79.00
Total Expense	66,499.58
Net Ordinary Income	-39,756.04
Net Income	-39,756.04

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

October 2019 through February 2020

	Oct '19 - Feb 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	4,828.14			
Investment Income	39,422.25	65,100.00	-25,677.75	60.6%
Property Taxes	5,448,170.80	8,027,512.00	-2,579,341.20	67.9%
Rental Income	6,666.66	15,996.00	-9,329.34	41.7%
Total Income	5,499,087.85	8,108,608.00	-2,609,520.15	67.8%
Gross Profit	5,499,087.85	8,108,608.00	-2,609,520.15	67.8%
Expense				
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	13,864.15			
Bowyer Park (122 4th Ave S)	54.55			
City Property Expense - Other	195.99			
Total City Property Expense	14,114.69			
Downtown Art	8,997.50			
Youth Ranch (160 Main Ave S)	2,621.23			
2nd Ave Parking Lot (Goold)	68,300.00			
Other Properties/Projects	1,150.00			
RAA 4-1 - Other	0.00	1,638,715.00	-1,638,715.00	0.0%
Total RAA 4-1	95,183.42	1,638,715.00	-1,543,531.58	5.8%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	0.00	1,604,911.00	-1,604,911.00	0.0%
Debt Pay. (Chobani) Principal	0.00	2,118,863.00	-2,118,863.00	0.0%
Total RAA 4-3 (Chobani)	0.00	3,723,774.00	-3,723,774.00	0.0%
Bond Trustee Fees	0.00	5,000.00	-5,000.00	0.0%
Community Relations & Website	0.00	500.00	-500.00	0.0%
Debt Payments - Interest	56,507.60	800,123.00	-743,615.40	7.1%
Debt Payments - Principal	0.00	2,895,000.00	-2,895,000.00	0.0%
Dues and Subscriptions	4,950.00	4,500.00	450.00	110.0%
Insurance Expense	6,797.00	6,800.00	-3.00	100.0%
Legal Expense	18,104.34	30,000.00	-11,895.66	60.3%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	730.28	2,500.00	-1,769.72	29.2%
Miscellaneous	150.00	500.00	-350.00	30.0%
Office Expense	95.16	500.00	-404.84	19.0%
Prof. Dev./Training	579.00	2,500.00	-1,921.00	23.2%
Professional Fees	16,000.00	10,000.00	6,000.00	160.0%
Property Tax Expense	60.84			
Repairs and Maintenance	64,000.00			
Total Expense	471,157.64	9,328,412.00	-8,857,254.36	5.1%
Net Ordinary Income	5,027,930.21	-1,219,804.00	6,247,734.21	-412.2%
Other Income/Expense				
Other Income				
Transfers In	0.00	150,000.00	-150,000.00	0.0%
Transfers Out	0.00	-150,000.00	150,000.00	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	5,027,930.21	-1,219,804.00	6,247,734.21	-412.2%

Twin Falls Urban Renewal Agency - March 2020 Accounts Payable Listing

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
4035	02/20/2020	- Void				
4036	02/20/2020	47,750.60	Washington Federal	Debt Payments - Interest	Rev Alloc 4-1	Acct. #4647541 - Interest Payment
4037	02/24/2020	99.50	Daisy's	Meeting Expense	General	Lunch for 20200219 Meeting
4038	03/17/2020	141.25	City of Twin Falls	Youth Ranch (160 Main Ave S)	Rev Alloc 4-1	Water & Sewer / #130529 2020-02
4039	03/17/2020	4,117.50	Elam & Burke	Legal Expense	General	Professional Fees for Jan 2020 / 02 - #183854
4039	03/17/2020	760.50	Elam & Burke	Legal Expense	Rev Alloc 4-1	160 Main Ave Fees for Jan 2020 / 03-#183855
4039	03/17/2020	2,531.60	Elam & Burke	Legal Expense	General	Washington St. South fees for Jan 2020 / 04 - #183856
4040	03/17/2020	10.54	Idaho Power	Bowyer Park (122 4th Ave S)	Rev Alloc 4-1	Power - Bowyer Park (122 4th Ave S)
4040	03/17/2020	96.64	Idaho Power	Youth Ranch (160 Main Ave S)	Rev Alloc 4-1	Power - 160 Main Ave / #9168
4040	03/17/2020	231.25	Idaho Power	Commons (129 Hansen) & Main	Rev Alloc 4-1	Power - 129 Hansen / #0226
4041	03/17/2020	9.79	Intermountain Gas Company	Youth Ranch (160 Main Ave S)	Rev Alloc 4-1	Gas - 160 Main Av / #0001 2020-02
4042	03/17/2020	154.45	Paige Mechanical Group, Inc.	Commons (129 Hansen) & Main	Rev Alloc 4-1	Plaza Leak Repair / #15274
4043	03/17/2020	97.95	PMT	Commons (129 Hansen) & Main	Rev Alloc 4-1	Broadband Services / #858403-2 202003
4044	03/17/2020	41.59	Times News	Legal Expense	General	Notice of URA Board openings 20200309 / #99383
4045	03/17/2020	3,000.00	Zions First National Bank	Bond Trustee Fees	zz-Bond Fund -Rev.Alloc.Bonds, Series 2013A & 2013B / #8568616-2020	



Date: Wednesday, March 25, 2020
To: Urban Renewal Agency of the City of Twin Falls
From: Nathan Murray, Executive Director

ACTION ITEM

Request:

Consideration of a request to approve the solicitation of development proposals for property generally located at 151 2nd Avenue South in Twin Falls.

Time Estimate:

N/A

Background:

The Agency desires to commence the process of preparing a Request for Proposal (“RFP”) for redevelopment of the site by issuing an RFP seeking a qualified developer to redevelop the site as a mixed use commercial and residential project, including structured parking.

The Agency intends to solicit the RFP by formal publication notice as required by Idaho Code § 50-2011, as well as other distribution methods to reach those developers who may have previously expressed interest, developers known to the Agency who may be interested, and any additional efforts to broaden the scope of interested developers.

Approval Process:

A majority vote by the Board would carry forward the motion that is put forth.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Staff recommends that the Board authorize staff to put forth the RFP.

Attachments:

1. Exclusive Right to Negotiate - City Site 2020
2. RFP Twin Falls City Site 2020
3. Resolution 2020-03 = 151 2nd Av RFP

AGREEMENT TO NEGOTIATE EXCLUSIVELY

THIS AGREEMENT TO NEGOTIATE EXCLUSIVELY ("Agreement") is entered into by and between the Urban Renewal Agency of the City of Twin Falls, Idaho, an independent public body, corporate and politic ("Agency"), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended (the "Law"), and undertaking projects under the authority of the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the "Act"), and [DEVELOPER], or its assigns as provided for herein ("Developer"), collectively referred to as the "Parties" and each individually as "Party," on the terms and provisions set forth below.

RECITALS

Agency, an independent public body, corporate and politic, is an urban renewal agency created by and existing under the authority of the Law and the Act; and

On June 30, 1997, the City Council of the City of Twin Falls, Idaho (the "City Council"), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4 (the "Area #4 Plan"). The Area #4 Plan has been amended several times;

On May 4, 1998, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the "RAA #4-1 Plan") to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

Following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the RAA #4-1 Plan, and making certain findings;

On August 26, 2013, the City Council, after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the "Amended RAA #4-1 Plan") seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

Following said public hearing, the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Amended RAA #4-1 Plan and making certain findings. The Amended RAA #4-1 is referred to as the "Project Area";

In order to achieve the objectives of the Amended RAA #4-1 Plan, [the _____] acquired real property for the revitalization of areas within the Project Area generally located at [_____], Twin Falls, Idaho 83301 (the "Site"), as described on Exhibit A. The Site was acquired by [_____] in [_____];

Agency seeks to initiate a redevelopment project to revitalize the Project Area in compliance with the Plan through the redevelopment of the Site, which could also serve as a catalyst for redevelopment of other properties in the vicinity; and

Following the issuance of a Request for Proposals, attached hereto as Exhibit B, Agency received [] proposal for development of the Site; and

At a public meeting on [], 2020], the Agency Board accepted Developer's proposal attached hereto as Exhibit C, and determined the proposal in compliance with the Request for Proposals; and

Agency and Developer intend to pursue the negotiations of a Disposition and Development Agreement ("DDA") and, thus, comply with the required notice provisions concerning the disposition of property by Agency as set forth in the Law; and

Agency seeks to enter into an agreement with Developer for the purpose of analyzing and assessing a development opportunity for the Site as defined in this Agreement.

NOW, THEREFORE, Agency and Developer hereby agree as follows:

AGREEMENTS

Section 000 DEFINITIONS

"Agency" shall be the Urban Renewal Agency of the City of Twin Falls, Idaho, and includes both Agency Staff and the Agency Board.

"Agency Staff" shall be the staff of Agency, as opposed to the members of the Agency Board.

"Agency Board" shall be the members of the Agency's Board of Commissioners, as duly and legally appointed.

"Developer" shall be [], or its assigns.

"Disposition and Development Agreement" or **"DDA"** shall mean the agreement the Parties hope to negotiate that will set forth the definitive terms of Agency's disposition of the Site to Developer.

"Effective Date" shall be the date this Agreement is signed by both Parties (last date signed).

"Negotiation Period" shall begin on the Effective Date and end two hundred seventy (270) days after the Effective Date, unless extended by Agency.

"Schedule of Performance" shall mean the attached Exhibit D.

“Site” shall mean the real property owned by [_____] and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

Section 100 NEGOTIATIONS

Section 101 Good-Faith Exclusive Negotiations

The Parties agree the foregoing recitals are not mere recitations but are covenants of the Parties, binding upon them as may be appropriate and a portion of the consideration for the agreements contained herein.

Agency and Developer agree for the Negotiation Period to negotiate diligently and in good faith to prepare a DDA to be considered for execution between Agency and Developer, in the manner set forth herein, with respect to the development of the Site. During the Negotiation Period (defined below) Agency shall not directly or indirectly negotiate with any person or entity other than Developer with respect to the disposition or development of the Site.

Section 102 Negotiation Period

The duration of this Agreement (the "Negotiation Period") shall commence on the Effective Date and shall terminate two hundred seventy (270) days thereafter (the "Termination Date"). Provided, Agency may, in its discretion, extend the Negotiation Period for an additional thirty (30) days beyond the Termination Date: if such extension is at the sole instigation of Agency, no extension fee shall be due. In the event that Developer requests such an extension and Agency grants such request, Agency may, in its sole discretion, require Developer to pay an extension fee of \$[_____]. In the event an extension fee has been paid and a DDA has been executed by both Parties, such extension fee shall be credited towards the purchase price for the Site.

If, upon expiration of the Negotiation Period, Developer has not executed an Agency Staff approved, as to form, DDA, then this Agreement shall terminate, unless extended in writing by Agency. Once a DDA is signed by both Developer and Agency, then the terms of the DDA shall prevail and this Agreement shall automatically terminate.

If the negotiations do not result in an executed DDA, Developer shall submit to Agency a summary of its findings and determinations regarding the proposed development, excluding any confidential or privileged information. If this Agreement is terminated per this Section 102, Developer shall not seek reimbursement for costs and expenses from Agency and Agency shall not seek reimbursement for costs and expenses from Developer, except that Agency shall retain any extension fee paid by Developer, and Agency shall be entitled to retain the Deposit (defined below) subject to Section 103.

Section 103 Deposit

Developer's Submission of Deposit:

Developer shall submit to Agency a deposit ("Deposit") in an amount of [] Dollars (\$) in the form of cash or cashier's check to ensure that Developer will proceed diligently and in good faith to negotiate and perform all of Developer's obligations under this Agreement. This Deposit shall be applied to the purchase price for the site. Provided, if the Parties terminate this Agreement before Agency incurs any costs in preparing the Reuse Appraisal, defined below, the Deposit shall be refunded in its entirety to Developer. After Agency incurs any third-party costs in preparing the Reuse Appraisal, such costs shall be deducted from the amount of the Deposit refunded to Developer if such a refund occurs as otherwise provided herein.

Submission of the Deposit must occur within fifteen (15) business days of the Effective Date. If Developer fails to submit said Deposit within the fifteen (15) business day period, Agency may terminate this Agreement, with neither Party having any further rights against nor liability to the other under this Agreement, unless as agreed to in writing by Agency.

Agency shall be under no obligation to pay or earn interest on Developer's Deposit, but if interest shall accrue or be payable thereon, such interest (when received by Agency) shall become part of the Deposit.

Section 200 DEVELOPMENT CONCEPT

Section 201 Scope of Development

Agency and Developer acknowledge Developer's proposal, as submitted to Agency (the "Proposal"), is attached as Exhibit C.

Section 202.01 Design Development Plan

Developer shall refine and supplement their Proposal to produce a second submittal to Agency Staff under this Agreement (the "Design Development Plan"). Prior to the submittal of the Design Development Plan to Agency Staff, Developer, a principal representative or representatives from Developer's architectural design firm ("Principal Designer"), and Agency Staff shall engage in a design refinement process to address design-related issues identified by Agency. Following this design refinement and within one hundred twenty (120) days of the Effective Date, Developer shall submit the Design Development Plan to Agency Staff which shall include:

A clear chart showing changes from the Proposal including:

- square footage by type of uses,
- number of parking spaces
- perspective renderings
- floor plans
- site plan
- elevations/sections listing exterior finishes.

The Design Development Plan shall also include a brief project summary and a critical path analysis identifying key milestones in the planning and construction

stages for the Project and an updated estimated project schedule. Developer shall submit the Design Development Plan to Agency Staff and Agency Staff shall review and consider the Design Development Plan as set forth in Section 202.02 of this Agreement and the Schedule of Performance.

Section 202.02 Approval of the Design Development Plan

Within fifteen (15) days of Agency Staff's receipt of the Design Development Plan, Agency shall either approve or disapprove the Design Development Plan in writing to Developer. In the event the Design Development Plan is initially disapproved by Agency Staff, within fifteen (15) days of Agency's receipt of the Design Development Plan Agency Staff shall set forth the reasons for disapproval and options that address Agency's reasons for disapproval. Developer shall then have fifteen (15) days to resubmit information to address the reasons for disapproval. Within five (5) days of Agency Staff's receipt of the resubmittal, Agency Staff shall meet with Developer to discuss the resubmittal (the "Resubmittal Meeting") and shall identify issues that have not been resolved to Agency Staff's satisfaction, if any, and shall provide an additional period of fifteen (15) days for Developer to resubmit information to address Agency Staff's issues. Agency and Developer agree that the purpose of this process is to reach a mutually satisfactory resolution of differences on project design with the understanding that Agency retains the right to approve the Design Development Plan. In the event the Design Development Plan, as applicable, is again disapproved based on issues identified by Agency Staff in its discussions with Developer, Agency may terminate this Agreement and the Deposit, less any costs incurred per Section 103, shall be refunded to Developer.

Section 203 Progress Reports

Developer agrees to make oral and written progress reports advising Agency on all matters and all studies being made by Developer on a monthly basis or at the request of Agency.

Section 204 Assessment of Project Feasibility; Notification

In the event at any time during the Negotiation Period Developer determines that it is not feasible to proceed with the Project, this Agreement shall be terminated upon ten (10) days' written notice to Agency. In the event of such termination, Agency shall refund the Deposit subject to Section 103 of this Agreement.

In the event of such termination neither Party shall have any further rights against or liability to the other under this Agreement. Developer acknowledges and consents that in the event this Agreement is terminated, Agency has the right and authority to enter into an exclusive right to negotiation agreement concerning the Site with any other interested developer.

Section 300 PURCHASE PRICE AND/OR OTHER CONSIDERATIONS

During the Negotiation Period, Agency and Developer shall negotiate the purchase price to be paid by Developer for the Site and the schedule and conditions for transfer of the Site to Developer with respect to financing and a schedule for the

development and disposition of the Site, which schedule and conditions will be included in the DDA. Provided, it will be a condition of the transfer of the Site that Developer pay the entire Purchase Price (less the Deposit) to Agency before the title is transferred to Developer.

Under the Law, Agency may transfer real property for no less than the fair reuse value. Agency will prepare and provide Developer with a copy of the reuse appraisal ("Reuse Appraisal") based upon the information developed through the Design Development Plan as described in this Agreement. The Reuse Appraisal shall establish the fair reuse value of the Site as required under the Law (the "Residual Land Value").

Within one hundred eighty (180) days of the Effective Date, Developer shall submit to Agency Staff the data required by the appraiser ("Reuse Appraiser") who has been selected by Agency, which data ("Reuse Appraisal Data") is needed by the Reuse Appraiser to prepare the Reuse Appraisal for the Site. Developer shall submit the Reuse Appraisal Data at the time the Design Development Plan is submitted to Agency Staff. Developer may be required to supplement the Reuse Appraisal Data during the course of the Reuse Appraisal and shall submit this supplementary data in a timely manner as required by the Reuse Appraiser and Agency. The Reuse Appraisal Data includes but may not be limited to:

- density of development,
- costs expected to be incurred and revenues expected to be realized in the course of developing and disposing of the Project,
- residential and/or commercial unit types,
- sizes and expected sales prices or rents,
- square footages of retail and office space,
- estimated number of parking spaces,
- leasing or sales prices for other uses and assets such as office space, retail space and parking spaces,
- assumptions regarding soft costs such as marketing and insurance, risks of Agency, risks of Developer,
- Developer participation in the funding of public facilities and amenities, and
- estimated or actual Developer return including assumptions regarding entrepreneurial incentive, overhead and administration as these factors apply to the Project.

The Parties anticipate completion of the Reuse Appraisal within two hundred forty (240) days of the Effective Date. Developer acknowledges that Agency will be unable to commence the Reuse Appraisal process without Developer's submittal of the Reuse Appraisal Data, and Developer acknowledges that Agency will be unable

to complete negotiation of the terms of the DDA without the results of the Reuse Appraisal.

Section 400 DEVELOPER AND DEVELOPER'S OBLIGATIONS

Section 401 Nature of Developer

Developer is [_____], or its assigns. Wherever the term "Developer" is used herein, such term shall include any permitted nominee or assignee as herein provided.

Section 402 Full Disclosure

Developer is required to make full disclosure to Agency of its officers, key managerial employees, and design professionals (collectively the "Development Team") involved in this Project. Any significant change during the period of this Agreement of the Development Team or in the controlling interest of Developer of the Project covered by this Agreement is subject to the approval of Agency, such approval not to be unreasonably withheld or delayed.

This Agreement shall only be assigned or otherwise transferred as provided herein.

Section 403 Compliance with Applicable Laws

Developer recognizes it will be required to comply with all applicable laws, including all applicable federal and state labor standards, antidiscrimination standards, affirmative action standards, and nondiscrimination and nonsegregation standards, laws, and regulations in development, rental, sale, or lease of the Site.

Section 500 AGENCY'S RESPONSIBILITIES

Section 501 Urban Renewal Plan

This Agreement and any DDA agreed to by the Parties are subject to the provisions of the Plan.

Section 600 REAL ESTATE COMMISSIONS

Agency shall not be liable for any real estate commission or brokerage fees which may arise here from. Agency represents that it has engaged no broker, agency, or finder in connection with this transaction, and Developer agrees to hold Agency harmless from any claim by any broker, agent, or finder retained by Developer.

Section 700 EXECUTION OF THIS AGREEMENT NOT A DISPOSITION OF PROPERTY

By its execution of this Agreement, Agency is not committing itself to or agreeing to undertake: (a) disposition of land to Developer; or (b) any other acts or

activities requiring the subsequent independent exercise of discretion by Agency, City, or any agency or department thereof; or (c) any other acts or activities requiring the subsequent independent exercise of discretion by any federal or state agency including, but not limited to, environmental clearance and historic preservation approval. Execution of this Agreement by Agency and Developer does not constitute a disposition of property by Agency.

Section 800 ISSUES OF NEGOTIATION

Developer recognizes that the following items are matters Agency desires be addressed during the Negotiation Period, but both Parties understand that there is no present agreement as to the manner or degree to which they or any particular one can or will be included in the DDA or Development Plan.

Section 801 Design Refinement

Prior to submission of the Design Development Plan, Agency, Developer, and the Principal Designer shall engage in design discussions to address design issues related to the Design Development Plan identified by Agency, which Agency desires to resolve prior to submittal of the Design Development Plan to Agency by Developer. Agency shall prepare a list of the issues to be addressed in the Design Development Plan, and the process shall be conducted as provided in the Schedule of Performance.

Section 802 Demolition and Clearance

Cost estimates for demolition and clearance, and any environmental remediation, shall be included in the Reuse Appraisal as a development cost to be paid by Developer. The Parties agree to address as part of the negotiation of the DDA: 1) the timing and any phasing involving the demolition and clearance costs; 2) rights of the Parties to the structural components and materials comprising the buildings and any equipment or appurtenances on the Site; and 3) requirements, if any, for recycling of structural components and building materials as part of demolition and clearance.

Section 803 Agency Participation

Developer specifically acknowledges, recognizes, and consents that Agency participation in the Project may be limited to the inclusion of the Site for the Project at a yet to be determined value based on the Reuse Appraisal and Agency determinations.

Section 804 Disposition Process

Agency and Developer acknowledge the potential need to pursue a rezone application and/or a special use permit application. The Parties agree to cooperate in processing those applications. Agency and Developer also acknowledge the need for seeking a lot line adjustment and/or creating new parcels to match the proposed development along with sequencing of disposition to match the Developer's phasing

program, as well as possible reservation of a portion of a parcel for additional public development.

Section 805 Assessment Process

Agency and Developer shall cooperate in seeking an understanding with the Twin Falls County Assessor how the proposed project may be assessed based on the development proposal. Agency and Developer shall also address how any parcels ultimately used or occupied by tax exempt entities will be treated for purposes of revenue generated to the Agency.

Section 806 Future Disposition

The DDA shall address how any future disposition of any portion of the Site shall be treated for purposes of maintaining the housing opportunity on the Site.

Section 900 GENERAL PROVISIONS

Section 901 Notices

Formal notices, demands, and communications between Agency and Developer shall be sufficiently given if sent by registered or certified mail, postage prepaid and return receipt requested, to the principal offices of Agency and Developer as set forth below. Routine communication may be by first class mail, e-mail or telephone.

Agency

Nathan Murray
Executive Director
[Address, phone, email]

Developer

[Contact person, entity, address, phone, email]

Section 902 Remedies and Damages

Notwithstanding anything to the contrary contained in this Agreement, Developer's obligations hereunder are nonrecourse. Agency's only recourse and security for Developer's obligations shall be retention of the Deposit and any extension fee. In the event of any legal proceeding described in this Section 902 between the Parties to this Agreement to enforce any provision of this Agreement or to protect or establish any right or remedy of either Party hereunder, the prevailing Party shall recover its reasonable attorney fees, at trial and upon appeal, as determined by the Court.

Section 903 No Recordation

In no event shall any Party record this Agreement or any memorandum hereof or otherwise encumber the Site by reason of this Agreement or the negotiations contemplated hereby.

Section 904 Successors and Assigns

No Party may assign or delegate its obligations under this Agreement without the consent of each other Party hereto, which consent may not be unreasonably withheld or delayed. Agency may condition its consent to any assignment which would require the assignee to comply with City and Agency design standards and guidelines. Agency shall not withhold consent to any assignment of this Agreement by Developer to an entity managed by Developer or its assigns, directly or indirectly. Except as otherwise set forth in this Agreement, the terms, covenants, conditions, and agreements contained herein specifically, but not including, Agency's right to approve or disapprove the Design Development Plan as set forth in section 202.02, shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the Parties hereto.

Section 905 Counterparts

This Agreement may be executed in counterparts, and each counterpart shall then be deemed for all purposes to be an original, executed agreement with respect to the Parties whose signatures appear thereon.

Section 906 Local Project Management

[_____] , an employee of Developer, shall serve as Local Project Manager ("Project Manager") who will be available to Agency.

Section 1000 TERMINATION

Section 1001 Termination by Mutual Agreement:

This Agreement may be terminated at any time by the written consent of either Party. In the event of such termination, Deposit shall be refundable as set forth in Section 103 and neither Party shall have any further rights against or liability to the other under this Agreement.

Section 1002 Termination Due to Inability to Agree on the DDA Terms:

Upon termination of this Agreement at the expiration of the Negotiation Period, or such extension thereof, neither Party shall have any further rights against nor liability to the other under this Agreement. If this Agreement is terminated for the Parties' failure to negotiate a DDA acceptable to both Parties, Developer shall not seek reimbursement for costs and expenses from Agency, and Agency shall not seek reimbursement for costs and expenses from Developer, except to retain from Developer's Deposit and extension fee, if any, any third-party costs actually incurred by Agency in preparing the Reuse Appraisal, as provided in Section 103.

Exhibits

- Exhibit A Legal Description of the Site**
- Exhibit B Request for Proposals**

Exhibit C Developer's Proposal
Exhibit D Schedule of Performance

End of Agreement

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS
REQUEST FOR PROPOSAL (RFP)
Property owned by City of Twin Falls

The Urban Renewal Agency of the City of Twin Falls, Idaho (“TFURA”) is seeking proposals from developers for the redevelopment of several underdeveloped contiguous lots located along 2nd Avenue South, bordering Hanson Street, specifically described as Lots 25 through 32, of Block 103, Twin Falls Townsite, Twin Falls, Idaho (collectively the “City Site”). Please see Exhibit A for more details.

This request for proposal (“RFP”) is intended to allow interested developers to respond to redevelopment opportunities for the City Site. TFURA invites developers to submit redevelopment proposals for the City Site in conformance with this RFP, pertinent zoning regulations, the City Code, and the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the “Amended RAA #4-1 Plan”), 2013.

TFURA’s minimum requirements for a successful redevelopment proposal, as set forth in greater detail below, include a mixed use development, including housing and commercial components, including retail and/or office, and a structured parking facility permitting public parking, and the other requirements in this RFP. The developer will be required to seek a special use permit as a parking garage is not a permitted use. The proposal should address the proposed land use approval process for the intended uses, including applications for special use permits, rezoning and/or other necessary approvals. The City of Twin Falls will consider in its sole discretion the approvals of special use permits or any other land use, zoning approval, and building permits.

If a proposal is selected, TFURA and the developer will enter into an Agreement to Negotiate Exclusively (“ANE”) wherein during the negotiation period the TFURA and developer will further refine the project designs and will negotiate in good faith the terms of a Disposition and Development Agreement (“DDA”) addressing key redevelopment milestones and deadlines for disposition and development of the City Site.

The last page of this RFP contains a list of attachments and/or links to additional reference material regarding this RFP and the City Site.

1. Project Summary:

City Site Description:	Lots 25 through 32, of Block 103, Twin Falls Townsite, Twin Falls County, Idaho. Approximately 1.72 acres. Developers should submit proposals for redevelopment of the entire City Site.
Current Use/Condition:	Underdeveloped lots that are paved and currently maintained as a surface public parking lot.
Current Zoning:	The City Site is zoned CB, Commercial Central Business District (currently a parking structure is not a permitted use;

Ownership:	however, a special use permit for a parking garage may be considered upon filing a Special Use Permit Application). City of Twin Falls, ID.
Intended Use:	Uses in conformance with the Amended RAA #4-1 Plan and applicable local and state regulations.
Development Timeline:	To be negotiated in the ANE and DDA. If mutually agreed redevelopment timelines are not met, TFURA may terminate an accepted proposal.
Completion Timeline:	Substantial completion no later than December 31, 2022.
Price:	To be negotiated, but in no case less than the fair value for uses as determined by a fair re-use appraisal (the “Re-Use Appraisal”). The Re-Use Appraisal is generally the most probable sale price of a property in anticipation of a specific future redevelopment of the property, considering any redevelopment restrictions agreed to by the parties. The Re-Use Appraisal does not consider highest and best use or market value.

2. **Background:** In 2013, the City of Twin Falls adopted the Amended RAA #4-1 Plan. The Amended RAA #4-1 Plan was designed to address economic underdevelopment and physical deterioration and to promote improvements to public infrastructure, the redevelopment of properties to support new private investment in downtown properties and to support additional public parking. The Amended RAA #4-1 Plan is to promote the redevelopment and investment in the downtown. The improvements envisioned in the Amended RAA #4-1 Plan are intended to provide an improved environment for new retail, commercial, and mixed-use developments, eliminate unsafe and hazardous conditions, improve parking opportunities, and to assure safe and efficient movement of vehicular traffic.

3. **Project Objective:** TFURA is seeking developers who are prepared to pay no less than the fair value for uses as to be determined by the Re-Use Appraisal for the City Site and who are willing to redevelop the City Site for purposes and uses in conformance with this RFP and the Amended RAA #4-1 Plan.

Proposed redevelopments are encouraged to take advantage of this unique area and propose a multi-use project meeting the requirements of this RFP. The design and uses should create energy and excitement and activate this key location.

4. **Redevelopment Requirements:** The redevelopment will conform to the requirements of all development and zoning regulations found in the CB Zone (recognizing an application for a special use permit will be necessary for a parking garage, which is not a permitted use in the CB Zone). The text of this zone is located in Title 10 of the Twin Falls municipal code and can be found on the website site of the city of Twin Falls, <http://www.tfid.org>.

5. Submittal Requirements:

In order for a proposal to be deemed complete and be further reviewed, it must include the minimum requirements. In the event the minimum requirements have not been met for a submission by the due date, the proposal will be deemed incomplete and will not be eligible for further consideration. Written notification confirming whether the proposal is considered complete will be provided to the contact listed in each proposal. If you have any questions regarding these minimum requirements please contact TFURA's Executive Director, Nathan Murray. The developer shall:

- A. **Letter of Introduction.** Submit a cover letter signed by the developer responding to the RFP (the "Lead Entity") which outlines the relevant details of the redevelopment proposed to be constructed on the City Site, including, but not limited to uses/type of business to be conducted; summary of the conceptual plan; size of structure(s), basic design, including one or multiple story configuration.
- B. **Release, Waiver and Indemnity Agreement.** Execute the Release, Waiver and Indemnity Agreement regarding the disclosure of public information.
- C. **Team Information.**
 - i. Identification of the Lead Entity submitting the RFP, including address, email contact, and telephone number
 - ii. Development Team Identification: architect, engineer, contractor, developer, proposed redevelopment legal entity, etc. Include address, phone numbers, and email contacts
 - iii. Description of form of organization of Lead Entity (corporation, partnership, sole-proprietorship)
 - iv. Statement of years the Lead Entity has been in business under current name and a list of other names under which the Lead Entity has operated
 - v. Webpage address, if available, of the Lead Entity
 - vi. Name, address, and telephone number for person or persons with the Lead Entity that will manage the proposed redevelopment
 - vii. Include financial statements of the Lead Entity or in the event the Lead Entity has not yet formed or has no financial statement, include proof of at least one of the members of the Lead Entity's financial capacity to deliver the proposed project. Additionally, a "letter of creditworthiness" from a financial institution(s) which describes prior credit relationships, prior lending history/amounts/range, anticipated parameters for lending on the proposed project, and confirms the member or entity is not in default is also acceptable, in lieu of, or in addition to, another form of financial statement.
 - viii. Include descriptions of the types of potential tenants, owners and/or users interested in the proposal, if any, and the status of discussions with such tenant, owners and/or users.

- D. Project Portfolio.** The project portfolio must include a minimum of three (3) examples from the Lead Entity of projects, with a preference for comparable projects, that have been completed within the last ten (10) years or be currently under construction. Projects should demonstrate quality of design.
- E. Concept Plan: Providing the following information.**
- i. An overall narrative description of the project together with ancillary uses and redevelopment plan. Identify any proposed phasing or redevelopment sequencing proposed and the timing and schedule of all such phasing;
 - ii. A concept sketch of the site plans, floor plans, and building elevations showing, for example, the proposed number of residential units, the proposed number of parking stalls, and the size and configuration of any residential and/or commercial units.
 - iii. Photographs or perspective drawings of other projects depicting possible architectural concepts viewed as appropriate for this project.
 - iv. Proposed rents or sales prices by unit type or quantity depending on the type of project.
 - v. Description of any on and off-site improvements.
 - vi. Description of any proposed TFURA financial assistance or participation, if any.
 - vii. Additional written or graphic materials if needed to communicate the project concept.
- F. Redevelopment Timeline.** A preliminary redevelopment timeline is required and must include major milestones including but not limited to design review, planning and zoning approval, any additional entitlements, loan closing(s), land closing, construction start, construction completion and rent/lease up or sales schedule. Construction of improvements must be substantially completed by December 31, 2022.
- G. Capacity to Perform Work.** Please submit a minimum of three (3) references from public agencies, private companies, or individuals with whom developer has had relevant experience. For references, include contact name, address, current telephone number, and email address.
- H. Resources and Capacity.** Please submit 2-3 references from financial institutions or partners providing financial backing for past or current projects, project names and locations, and dates these projects commenced and were completed. Such references shall be for the Lead Entity or principals of the Lead Entity. Include contact name, address, telephone numbers, and email addresses. Include letters of interest or other evidence of ability to arrange financing.

- I. Number of Copies.** Four (4) copies of the proposal, including the executed release documents, should be submitted to the Urban Renewal Agency of the City of Twin Falls in care of Nathan Murray, Executive Director, 203 Main Ave. E., Twin Falls, Idaho 83301. All proposals shall be clearly marked with “City Site Proposal.”
- J. Deadline.** Responses must be received no later than **5:00 PM MST on May 8, 2020**. It is the sole responsibility of each developer to see that its submission is received by the date and time stated in this RFP. 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 by 5:00 p.m. on the date specified. No facsimile delivery or e-mail submission will be accepted. Proposals received after the submission deadline will not be considered.

TFURA reserves the right to reject any and all proposals submitted, or to waive any minor formalities of this request if, in the judgment of TFURA, the interest of TFURA would be served. By submitting a proposal, a developer agrees to be bound by the terms and conditions of this RFP. The issuance of the RFP and the receipt and evaluation of submissions, however, does not obligate TFURA to select a developer and/or enter into the ANE or DDA based on the RFP terms and conditions.

6. TFURA Selection Criteria: TFURA will select the preferred redevelopment proposal based on the following criteria:

How the proposed redevelopment meets the goals of TFURA and objectives as outlined below:

- The financial strength and experience of the Lead Entity and development team,
- The use of building materials which reflect the dominant, historic materials found in downtown Twin Falls,
- The preservation or enhancement of landscaping on public areas and near sidewalks,
- Vehicular access from 2nd Ave. E. and Hanson Street and/or alleyway,
- Parking on interior of City Site within a parking structure for private and public uses. Private parking will have to be fully funded by developer; there can be no TFURA participation or reimbursement for private parking,
- Loading zones and service areas off of alley,
- Compliance of the proposed redevelopment with the CB Zone, including the anticipated filing of a special use permit application for the parking structure, the municipal code, and the Amended RAA #4-1 Plan. It is important to note, the decision to consider and/or grant a special use permit or any other land use, zoning approval, and building permit issuance lies in the sole discretion of the City of Twin Falls. The proposal should address how the land use approval process, including application for special use permit, rezoning or other consideration will be pursued,
- Contribution to local employment and economy,

- Probability of the proposed redevelopment’s success – based upon the stability and capability of the developer, demonstrated success based on past redevelopment projects undertaken by the developer, market analysis, business plan, financial strength, and timeline, and
- Developer’s financial and other expectations of TFURA for the project’s success.

7. **Target Dates and Timelines:**

The Schedule for each step is approximate and may be adjusted by the Agency Board in its sole discretion.

- Notice published and RFP issued April 3, 10, 2020
- Proposals due to TFURA May 8, 2020
- Review of proposals by TFURA May 11, 2020
- Execution of Exclusive Negotiation Agreement TBD
 - i. The schedule for the ENA will be determined following the Agency Board’s selection of the Selected Developer. Proposal refinement, agreement terms, and reuse appraisal are estimated at 2-3 months
- Execution of DDA TBD
 - i. The schedule for the DDA will be determined following the Agency Board’s selection of the proposal and following the ENA. If the ENA advances to a DDA, an estimated 3 months is added.

8. **Other Information:** All questions regarding this RFP should be directed to the Executive Director, Nathan Murray, nmurray@tfid.org. Only written responses from TFURA will be deemed official responses.

9. **TFURA Discretion and Authority:** TFURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, as amended, the Amended RAA #4-1 Plan, or it may proceed with further selection processes, or it may reject any and all submissions. TFURA will determine from the information submitted in the proposals the most qualified developer and the best redevelopment proposal as evaluated under the criteria set forth herein. Final selection, if any, will be made by the TFURA Board.

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

TFURA intends to select a developer to advance the RFP process toward the ANE and DDA. If TFURA is unable to reach a satisfactory agreement with a developer for the ANE, then TFURA may terminate negotiations with a selected developer and commence negotiations with the next highest ranked developer and proposal and so on or, in its sole discretion, determine to not enter into an ANE or DDA and may terminate the RFP process.

10. Information for Reference Only.

Neither TFURA, the City of Twin Falls, any other public participant or partner, civic group or individual, nor any of their elected officials, officers, agents, employees or consultants, shall be responsible for the accuracy of any information provided to any person as part of this RRP process, including attachments or documents provided through links. All developers are encouraged to independently verify the accuracy of any information provided. The use of any of this information in the preparation of a response to this request is at the sole risk of the developer. TFURA reserves the rights to modify sample forms in its discretion.

If you have questions regarding the City Site and request, please email them to nmurray@tfid.org

- 11. Public Nature of All Submissions.** This RFP is a public process therefore information and materials collected under the RFP are public records. The information that is received by TFURA may be subject to disclosure under the Idaho Public Records Act, Title 74, Chapter 1. With the potential exception of some credit data, it is anticipated that submissions in response to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Act. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. TFURA will not provide any opinion or guidance on whether or not any information or materials submitted in response to this RFP would be considered exempt from disclosure under Idaho's Public Records Act. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, RFP developers should take the following steps with respect to any information believed to be exempt from disclosure or confidential:

Developer shall segregate any proprietary or confidential material and provide an explanation as to why such information should not be deemed a public record, citing the applicable portion of the Idaho Public Records Act. On any items submitted with the RFP that the developer believes are exempt from disclosure under the Idaho Public Records Act, 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 TFURA will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public. TFURA's disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Act may depend upon official or judicial determinations made pursuant to the Idaho Public Records Act.

Developers, in replying to this RFP agree to release and hold TFURA harmless from any and all liability for disclosing any material or documents included in any proposals submitted to TFURA.

12. General Terms and Conditions:

- The developers shall not offer any gratuities, favors, or anything of monetary value to any official or employee of TFURA or City for the purpose of influencing consideration to this RFP.
- All proposals submitted must be the original work product of the developer. The copying, paraphrasing, or otherwise using of substantial portions of the work product of another is not permitted. Failure to adhere to this instruction will cause the proposal to be rejected.
- TFURA has no responsibility for any expenses incurred by a developer in the course of responding and/or presenting this or subsequent proposals.
- TFURA may terminate or change the RFP process at any time for any reason with no requirement to disclose its reasoning.
TFURA also reserves the right to reject any RFP proposal at any time or to terminate any negotiations implied in this RFP or initiated subsequent to it.
- TFURA may change any part of the RFP process at any time for any reason.
- TFURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law of 1965, Chapter 20, Title 50, Idaho Code, the Local Economic Development Act, Chapter 29, Title 50, Idaho Code, the Amended RAA #4-1 Plan, the City Code and City planning documents, or it may proceed with further selection processes, or it may reject any submissions. TFURA will determine, from the information submitted in the responses, the highest ranked proposal to meet the stated duties as evaluated under the criteria set forth herein. The Agency Board will make the final selection.

13. List of Attachments/Resources

Attachments:

Release, Waiver & Indemnity Agreement

Resources (Links):

<http://www.tfid.org>.

Text of CB Zone (Title 10 of the Twin Falls municipal code)

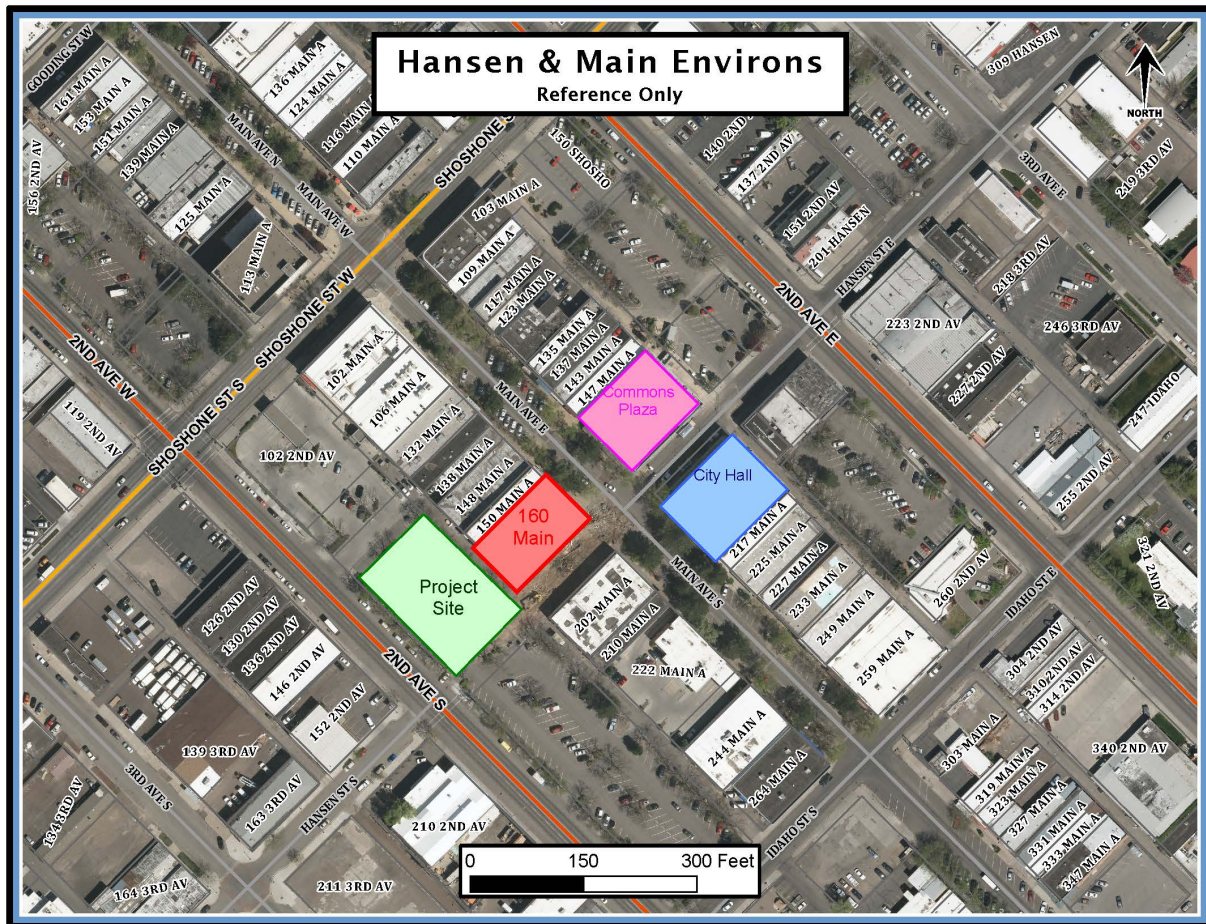
<https://www.tfid.org/681/Planning-Documents>

Survey

Amended RAA #4-1 Plan

Agreement to Negotiate Exclusively Form

Exhibit A



RESOLUTION NO. 2020-03

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, APPROVING THE REQUEST FOR PROPOSALS; AND AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY, RESPECTIVELY, TO PUBLISH THE REQUEST FOR PROPOSALS SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR, VICE-CHAIR, OR EXECUTIVE DIRECTOR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE REQUEST FOR PROPOSALS AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE REQUEST FOR PROPOSALS SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No. 909, dated July 19, 1965, the Board of Commissioners of the City of Twin Falls, Idaho (the “City”) created an urban renewal agency pursuant to the Law;

WHEREAS, on June 30, 1997, the City Council of the City of Twin Falls, Idaho (the “City Council”), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4 (the “Area #4 Plan”). The Area #4 Plan has been amended several times;

WHEREAS, on May 4, 1998, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the “RAA #4-1 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the RAA #4-1 Plan, and making certain findings;

WHEREAS, on August 26, 2013, the City Council, after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Revenue Allocation Area

#4-1 Expansion (the “Amended RAA #4-1 Plan”) seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Amended RAA #4-1 Plan and making certain findings;

WHEREAS, pursuant to the Act and the Amended RAA #4-1 Plan, the Agency is authorized to own real property and carry out the purposes and various projects under the Amended RAA #4-1 Plan and to enter into and carry out contracts or agreements in connection therewith;

WHEREAS, pursuant to Idaho Code §§ 50-2007(f) and 50-2015, City and Agency are authorized and empowered to enter into such contracts as may be necessary to carry out the purposes of the Idaho Urban Renewal Law;

WHEREAS, the City owns several underdeveloped contiguous lots that are paved and currently maintained as a surface public parking lot. The lots are generally located along 2nd Avenue South, bordering Hanson Street, and are more specifically described as Lots 25 through 32, of Block 103, Twin Falls Townsite, Twin Falls, Idaho (the “Site”). The City is interested in cooperating with the Agency in the formal disposition process of the Site under Idaho Code Section 50-2011;

WHEREAS, Idaho Code § 50-2015, allows a City to dispose of property to the Agency without appraisal, public notice, advertisement or public bidding;

WHEREAS, in order to provide an opportunity for interested developers to consider redevelopment of the Site, the City, upon selection of a qualified developer, as set forth below, and a commitment by the developer to develop the parcel under the terms of a disposition and development agreement (“DDA”), and subject to all the conditions of the DDA for conveyance, the City shall transfer the Site to the Agency for no monetary consideration;

WHEREAS, Agency shall dispose of the Site to the developer in compliance with Idaho Code § 50-2011 concerning the fair reuse value of the Site;

WHEREAS, nothing herein shall be deemed to impede, hinder, or prevent either the Agency or the City to render its discretion in the property disposition process;

WHEREAS, the Agency Staff and counsel have prepared a Request for Proposal (RFP) regarding the Site, a copy of which is attached hereto as Exhibit A and incorporated herein by reference;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the RFP and to authorize the Chair, Vice-Chair, or Executive Director to publish the RFP, subject to certain conditions, and to execute all necessary documents to implement the actions

contemplated by the RFP, subject to the conditions set forth below.

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

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

Section 2: That the RFP, attached hereto as Exhibit A, is hereby incorporated herein and made a part hereof by reference, is hereby approved and accepted as to form recognizing technical changes or corrections which may be received at the March 25, 2020, Agency Board meeting;

Section 3. That the Chair, Vice-Chair, or Executive Director of the Agency are hereby authorized to publish the RFP, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the RFP subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the RFP or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the RFP and the comments and discussions received at the March 25, 2020, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on March 25, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this _____ day of _____ 2020.

APPROVED:

By _____
Cindy Bond, Chair

ATTEST:

By _____
Andy Hohwieler, Secretary



Date: Wednesday, March 25, 2020
To: Urban Renewal Agency of the City of Twin Falls
From: Nathan Murray, Executive Director

ACTION ITEM

Request:

Consideration of a request to sign Resolution No. 2020-04 approving the Second Amendment to the Disposition & Development Agreement relating to the 160 Main Ave South Development.

Time Estimate:

N/A

Background:

On August 12, 2019, the Agency Board approved Resolution #2019-08 entering into a disposition and development agreement with the developer of the project known as 160 Main.

Under Section 4.1 of the DDA, the developer was to submit preliminary evidence of financing within ninety (90) days. This date expired on November 27, 2019.

On November 26, 2019, the developer requested an extension to the timetable as they are still working on design documents for the project which has an impact on the financing.

On December 9, 2019, the Agency Board adopted resolution 2019-09 to extend the new deadline to January 31, 2020. As the developer is nearing completion, but is still unable to meet the deadline, they are requesting further extension until the end of this month.

Attached is a document which includes the language for an amendment to the DDA along with a Resolution which documents the Agency's actions should they choose to grant an extension.

The new date for submission of documentation is March 31, 2020

Approval Process:

A majority vote by the Board would carry the proposed action.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

The Developer is continuing to make progress on the Project design, permitting and site demolition, and Agency staff believes it is in the best interest of the Project to extend the deadline to submit preliminary

evidence of financing to March 31, 2020.

Attachments:

1. Resolution 2020-04 = OneSixty DDA 2nd Amendment

RESOLUTION NO. 2020-04

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, APPROVING THE SECOND AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT BETWEEN THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, AND ONESIXTY LLC; AND AUTHORIZING THE CHAIR OR VICE-CHAIR TO EXECUTE AND THE SECRETARY TO ATTEST SAID SECOND AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR AND VICE-CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE SECOND AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE SECOND AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No. 909, dated July 19, 1965, the Board of Commissioners of the City of Twin Falls, Idaho (the “City”) created an urban renewal agency pursuant to the Law;

WHEREAS, on June 30, 1997, the City Council of the City of Twin Falls, Idaho (the “City Council”), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4 (the “Area #4 Plan”). The Area #4 Plan has been amended several times;

WHEREAS, on May 4, 1998, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the “RAA #4-1 Plan”) to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the RAA #4-1 Plan, and making certain findings;

WHEREAS, on August 26, 2013, the City Council, after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the “Amended RAA #4-1 Plan”) seeking to add geographic area to RAA #4-1

Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Amended RAA #4-1 Plan and making certain findings;

WHEREAS, in order to achieve the objectives of the Amended RAA #4-1 Plan, the Agency acquired real property for the revitalization of areas within the Project Area generally located at 160 Main Avenue South, Twin Falls, Idaho 83301 (the "Site"). The Site was acquired by the Agency in 2017;

WHEREAS, following a competitive selection process pursuant to Idaho Code § 50-2011, on August 12, 2019, the Agency Board approved Resolution No. 2019-08 entering into a Disposition and Development Agreement (the "DDA") with the Developer;

WHEREAS, under Section 4.1 of the DDA, the Developer's Submission of Preliminary Evidence of Financing is due "[n]o later than ninety (90) days after the Effective Date or such later time as may be approved by Agency...;"

WHEREAS, the Developer's deadline to submit preliminary evidence of financing was November 27, 2019;

WHEREAS, on November 26, 2019, Developer requested Agency grant an extension of the deadline to submit preliminary evidence of financing to January 31, 2020;

WHEREAS, the First Amendment to the Disposition and Development Agreement, was adopted by the Agency on December 9, 2019, by Resolution No. 2019.09;

WHEREAS, on February 24, 2020, Developer requested Agency grant a second extension of the deadline to submit preliminary evidence of financing to March 31, 2020;

WHEREAS, Developer is continuing to make progress on the Project design, permitting and site demolition, and Agency staff believes it is in the best interest of the Project to extend the deadline to submit preliminary evidence of financing to March 31, 2020;

WHEREAS, Agency staff recommends approval of the Second Amendment to the DDA;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Second Amendment to the DDA and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Second Amendment to the DDA, subject to certain conditions, and to execute all necessary documents to implement the transaction, subject to the conditions set forth below.

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

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

Section 2: That the Second Amendment to the DDA, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, extending the deadline to submit preliminary evidence of financing to March 31, 2020, and extending the deadline for Developer to notify Agency in writing that in Developer's judgment it is not economically or financially feasible for Developer to perform or finance its obligations under the DDA in the time established therefore in the Schedule of Performance to May 27, 2020, is hereby approved and adopted.

Section 3: That the Chair or Vice-Chair of the Board of Commissioners of the Agency are hereby authorized to sign and enter into the Second Amendment to the DDA and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Second Amendment to the DDA, subject to representations by the Executive Director and Agency legal counsel that all conditions precedent to actions and any necessary technical changes to the Second Amendment to the DDA or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Second Amendment to the DDA and the comments and discussions received at the March 25, 2020, Agency Board meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on March 25, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this _____ day of _____ 2020.

APPROVED:

Cindy Bond, Chair

ATTEST:

Andy Hohwieler, Secretary

4839-8558-0726, v. 2



Date: Wednesday, March 25, 2020
To: Urban Renewal Agency of the City of Twin Falls
From: Nathan Murray, Executive Director

ACTION ITEM

Request:

Consideration of a request to conduct a sealed bid auction for the sale of real property located at 215 Shoshone Street South (Lots 4 & 5, Block 118, Twin Falls Townsite).

Time Estimate:

N/A

Background:

This is the final step in the request to surplus agency owned property at 215 Shoshone St S, identified at Lots 4 & 5 of the original Twin Falls Townsite.

The Auction bid packet contains all the necessary info needed to make a formal bid, plus an acknowledgement and release form and a legal notice. The due date for bid is proposed to be May 8th, with a bid opening of May 11th.

Also attached for your reference is a timeline of the process. The Board is being asked to authorize the info being requested and publishing of the info in the local paper. This will also be approved by resolution.

Staff procured a "Brokers Price Opinion" from Thorton Oliver Keller Comercial Real Estate. Based on their opinion, and comparable land sales, the value of the property is \$3/sf for a rounded price of \$25,000 for the property. The Board may elect to establish this as a minimum base bid price.

Approval Process:

A majority vote by the Board would establish a minimum bid amount and authorize publication of the auction bid package.

Budget Impact:

Revenue from the sale of property would be added to the funds for Area #4-1.

Regulatory Impact:

N/A

Conclusion:

Staff recommends the Board vote to approve the surplus of property for Lots 4 & 5 of Block 118 of the Twin Falls Townsite for a minimum price of \$25,000.00.

Attachments:

1. 215 Shoshone Auction Packet
2. 215 Shoshone Street Auction Packet Legal Notice
3. 215 Shoshone Street Surplus Disposition Timeline
4. 215 Shoshone Auction Bid Pkt Resolution 2020-05
5. 215 Shoshone St BPO

SEALED BID AUCTION PACKET
URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

FOR PUBLIC AUCTION SALE OF:
215 Shoshone Street South, Lots 4 and 5, Block 118, Twin Falls Townsite
Twin Falls, Idaho

PUBLIC AUCTION SEALED BID DATES:
Bid Closing: May 8, 2020 at 4:30 p.m.
Auction/Bid Opening: May 11, 2020 at 10:00 a.m. (MT)

SEALED BID PUBLIC AUCTION
TERMS AND CONDITIONS

All bids submitted must be submitted to the Urban Renewal Agency of the City of Twin Falls, Idaho (the “Agency”) at its offices, 203 Main Avenue East, Twin Falls, Idaho, 83301, in compliance with the following Terms and Conditions.

Auction Location: Council Chambers, 203 Main Avenue East, Twin Falls, Idaho.

Auction Date: Sealed bids will be opened at the Council Chambers, 203 Main Avenue East, Twin Falls, Idaho, on May 11, 2020, at 10:00 a.m. (MT). The public is welcome to attend. Bid results will be brought to Board for final decision at the , Board meeting.

Property to be Auctioned:

Real property located at 215 Shoshone Street South, Lots 4 and 5, Block 118, Twin Falls Townsite, Twin Falls, Idaho (the “Property”). The legal description and depiction of the Property is attached hereto as Exhibit A.

Minimum Bid: The minimum bid shall be not less than one hundred percent (100%) of the opined value of the Property, \$. The appraisal/broker’s opinion is available upon request.

The Bid Form, attached as Exhibit B hereto, requests an additional bid amount if there are tying high bids, however, escalation clauses are prohibited. **Bids less than the minimum bid will be returned.**

Sealed Bids: Bidders need to complete, in full, without modifications, insertions or deletions and sign in ink the Bid Form, attached hereto as Exhibit B, and the Acknowledgment and Release, attached hereto as Exhibit C, and seal it in an envelope marked on the outside: “Bid for Lots 4 and 5, Block 118” together with the Bid Deposit and Proof of Funds, as described hereunder.

Deliver Sealed

Bids To: Sealed Bids should be delivered to the offices of the Agency, 203 Main Avenue East, Twin Falls, Idaho, 83301, **no later than 4:30 p.m. on the Bid Closing Date, May 8, 2020. Late bids will not be accepted and will be returned unopened.**

Bid Deposit: A deposit of 1% of the Total Bid Amount is required for each bid delivered in the sealed envelope with the Bid Form in the form of a cashier’s check, certified check or money order payable to the Agency. No offer will be accepted without a Bid Deposit. The Bid Deposit will be returned to each unsuccessful bidder. The Bid Deposit will be credited against the winning bid.

Proof of Funds: Bidders must provide Agency with proof of financial ability to pay in full the Bid Amount on or before the Bid Opening. Acceptable proof of such financial ability shall be: (1) A letter from a financial institution clarifying bidder’s prequalification to place a bid at no less than the asking Minimum Bid; or (2) evidence of cash or liquid cash assets at no less than the asking Minimum Bid.

Payment of Winning

Bid Amount: The high bidder shall pay to the Agency the purchase price by cash or cashier’s check drawn on a national or state of Idaho chartered bank within sixty (60) days of the date of the purchase and sale agreement. **If full payment is not received within sixty (60) days, the Agency reserves the right to cancel the bid and retain the Bid Deposit. The Property will then be offered to the next highest bidder at its Total Bid Amount.**

Property Inspection: The Property can be viewed upon appointment only.

AS IS: Upon receipt of full payment, Agency will convey title to the Property “as-is” without warranty of any kind, by quitclaim deed, substantially in the form attached as Exhibit D hereto. Costs of recordation of the deed and

document preparation and other closing costs will be paid by the successful bidder. The Agency is not providing title insurance to the successful bidder.

Changes to Bid: No additions or changes to original Bids will be allowed after submittal. While changes are not permitted, the Agency may request clarification from bidders.

Purchase and Sale Agreement: Highest bidder will be required to enter into a Purchase and Sale Agreement within 21 Days of Bid Opening.

Further Information: Questions may be directed to Nathan Murray at 208-735-7240 or via email at nmurray@tfid.org.

EXHIBIT A

LEGAL DESCRIPTION AND DEPICTION OF PROPERTY (Lots 4 and 5, Block 118 of Twin Falls Townsite, Twin Falls, Idaho)

Lots 4 and 5 in Block 118 of Twin Falls Townsite Twin Falls, in Twin Falls County, State of Idaho, according to the official plat thereof.

PARCEL: RFP0001118004A

EXHIBIT B
BID FORM

PROPERTY: Lots 4 and 5, Block 118, Twin Falls Townsite,
Twin Falls, Idaho

The undersigned hereby submits the following bid for the above-described Property:

Total Bid Amount: [print numerically and write out, no escalation clauses allowed]

\$ _____
_____ Dollars

Bid Deposit in the amount of \$_____ based on the Total Bid Amount is attached in the form of a cashier's check ____, certified check ____; money order ____ -- payable to the Urban Renewal Agency of the City of Twin Falls.

Bid Tiebreaker: In the event the above Total Bid Amount is tied for the highest bid, the undersigned authorizes the Agency to increase the Total Bid Amount to the following *maximum* amount [print numerically and write out, no escalation clauses allowed]:

\$ _____
_____ Dollars

The Agency reserves the right to reject any and all Bids, to waive formalities which do not affect the essential fairness of the bidding process, to make awards in the best interest of the Agency, and to accept the Bid deemed the highest by the Agency.

The undersigned promises to submit full payment of the Total Bid Amount (less the Bid Deposit) to the Agency as required in the **TERMS AND CONDITIONS included in the Sealed Bid Packet.**

Individual Bidder

Entity Bidder

Legal Name

Legal Name

Signature of Bidder

Signature of Bidder

Date

Date

EXHIBIT C

ACKNOWLEDGMENT & RELEASE

Acknowledgment & Release

The undersigned ("Respondent"), on behalf of Respondent, has read and fully accepts the Urban Renewal Agency of the City of Twin Falls ("Agency"), discretion and non-liability as stipulated herein, expressly for, but not limited to, Agency's decision to proceed with a disposition process by issuing a sealed bid auction packet concerning the 215 Shoshone Street South property, Lots 4 and 5, Block 118, Twin Falls Townsite, Twin Falls, Idaho (the "Bid Auction Packet"). Capitalized terms not defined herein shall have the meaning ascribed in the Bid Auction Packet.

Respondent accepts and agrees to the terms and conditions as described or as may be modified as well as the following:

1. Agency reserves the right in its sole discretion and judgment, for whatever reasons it deems appropriate and at any time to:
 - a. terminate the Bid Auction Packet at any time for any reason with no financial or other obligation to Respondent;
 - b. obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to the Bid Auction Packet and to ascertain the depth of Respondent's capability and desire to develop the Site;
 - c. waive any formalities or defects as to form, procedure, or content with respect to its Bid Auction Packet and any submission by any respondent; and
 - d. accept or reject any submission or part thereof received in response to the Bid Auction Packet, including any statement submitted by the undersigned, or select any one submission over another, subject to the minimum bid.
2. Agency is governed by state law as provided in Title 50, Chapter 20, and in Title 50, Chapter 29 of the Idaho Code, and other state and federal regulations that may apply.
3. Agency may accept or reject any bid in response to the Bid Auction Packet or select one bidder over another as set forth in the Bid Auction Packet.

4. Respondent understands that by responding to the Bid Auction Packet, its bid will be subject to review and comment by Agency staff and consultants.
5. Respondent agrees to waive any formalities or defects as to form, procedure, or content with respect to the Bid Auction Packet and any responses by any respondent thereto.
6. Respondent consents to the acquisition of information by Agency in conjunction with this Bid Auction Packet, waives all claims, and releases Agency from any liability in the acquisition of this information and use of this information.
7. Respondent agrees that neither Agency, or the City of Twin Falls, shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency or the City of Twin Falls.
8. Non-Liability of Agency. Respondent agrees that Agency shall not have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of Agency as identified above.
9. Respondent has carefully and thoroughly reviewed the Bid Auction Packet and has found the Bid Auction Packet and all attachments thereto to be complete and free from ambiguities and sufficient for their intended purpose.
10. Respondent participates in the Bid Auction Packet process at its own risk.

By: _____

Its: _____

Date: _____

EXHIBIT D

QUITCLAIM DEED

FOR VALUE RECEIVED, the Urban Renewal Agency of the City of Twin Falls, Idaho, an independent public body, corporate and politic and urban renewal agency created and existing in the city of Twin Falls, Idaho (the "GRANTOR") does hereby convey, remise, release, and quitclaim to _____ (the "GRANTEE") all right, title and interest which Grantor now has in and to that certain real property situated in the COUNTY OF ADA, STATE OF IDAHO, commonly known as 215 Shoshone Street South, Lots 4 and 5, Block 118 of Twin Falls Townsite, Twin Falls, Idaho, and more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

TOGETHER with all of GRANTOR's right title and interest in the structures, improvements and fixtures thereto, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, and rents, issues and profits thereof.

The current address of the GRANTEE is:

IN WITNESS WHEREOF, this Quitclaim Deed has been duly executed by and on behalf of GRANTOR, this ____ day of _____, 20__.

The Urban Renewal Agency of the City of Twin Falls, Idaho

By: _____
_____, Chair

Attest:

Name _____
Title _____

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

On this _____ day of _____, 20____, before me,
_____, a Notary Public in and for said State, personally
appeared _____, known or identified to me to be the
_____ of the Twin Falls Urban Renewal Agency, the entity that
executed the within instrument or the person who executed the instrument on behalf of said
entity, and acknowledged to me that such entity executed the same.

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

Notary Public for Idaho
My commission expires _____

Notice of Sealed Bid Public Auction for Real Property Urban Renewal Agency of the City of Twin Falls, Idaho

NOTICE IS HEREBY GIVEN that the Urban Renewal Agency of the City of Twin Falls (the “Agency”) will hold a sealed bid auction for the sale of certain real property owned by the Agency located at 215 Shoshone Street South, Lots 4 and 5, Block 118, Twin Falls Townsite, Twin Falls, Idaho (the “Property”). The Agency does not have an existing redevelopment project for the Property in compliance with its Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the “Plan”) and the property has been deemed surplus by the Agency. Proceeds received from the sale of the Property will be used by the Agency in compliance with the Plan.

Copies of the Sealed Bid Auction Packet, including the Terms and Conditions of the auction, and the legal description of the Property, are available at the Agency’s website (www.tfid.org) and at the Agency’s offices at 203 Main Avenue East, Twin Falls, Idaho, between 8:00 a.m. and 5:00 p.m., Monday – Friday.

The minimum bid for the Property is \$.

The Agency will accept sealed bids for the purchase of the Property until May 8, 2020, at 4:30 p.m. and will open the bids on May 11, 2020, at 10:00 a.m. (MT) at Council Chambers, 203 Main Avenue East, Twin Falls, Idaho. The winning bidder shall, if not present at the bid opening, be notified via telephone. Payment of the Bid Amount and transfer of the Property shall be pursuant to the Terms and Conditions included in the Sealed Bid Auction Packet.

215 Shoshone Street South – Surplus Property Disposition Timeline		
Meeting Date	Action	Notes
January 29, 2020	Adopt Real Property Surplus Disposition Policy	Resolution
		Consider whether to sell Lot 17 and Lots 4&5 separately; identify steps to create multiple parcel numbers. If multiple parcel numbers necessary – best to go through this process now
<i>February 10, 2020; schedule public hearing for Feb. 26, 2020</i>	Declaration of Intent to Sell 215 Shoshone South	Resolution; Legal Notice as Exhibit How will property be marketed as one parcel or two?
<i>Publication February 12, 2020</i>	Publication of Surplus Declaration Notice including Notice of Public Hearing	Publication shall be at least 14 days prior to the date of the public hearing
<i>February 26, 2020</i>	Public Hearing	Need to establish a minimum bid; appraisal or real estate opinion.
<i>March 20, 2020</i>	Issuance of Sealed Auction Package	Once bid auction package approved by Board, TFURA will publish the information on the agency's website and notify its interested parties list. A notice of the opportunity to bid will be posted 2x in local paper
<i>May 8, 2020</i>	Bids Due at x time; Bids open at x time	
May 11, 2020	Award	Resolution

RESOLUTION NO. 2020-05

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, REAFFIRMING A DECLARATION THAT CERTAIN PARCELS OF REAL PROPERTY OWNED BY THE AGENCY AS SURPLUS PROPERTY AND TO APPROVE THE ISSUANCE OF A SEALED AUCTION BID PACKET WHICH ESTABLISHES A MINIMUM BID TO SELL AND CONVEY SUCH PROPERTY; SCHEDULING AN AUCTION DATE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, by Resolution No. 909, dated July 19, 1965, the Board of Commissioners of the City of Twin Falls, Idaho (the "City") created an urban renewal agency pursuant to the Law;

WHEREAS, on June 30, 1997, the City Council of the City of Twin Falls, Idaho (the "City Council"), by Resolution No. 1603, determined certain property to be a deteriorated area or a deteriorating area or a combination thereof and designated the area as appropriate for an urban renewal project to be known as Urban Renewal Area #4 (the "Area #4 Plan"). The Area #4 Plan has been amended several times;

WHEREAS, on May 4, 1998, the City Council, after notice duly published, conducted a public hearing on the Urban Renewal Plan for Urban Renewal Area #4 and Creating Revenue Allocation Area #4-1 (the "RAA #4-1 Plan") to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the RAA #4-1 Plan, and making certain findings;

WHEREAS, on August 26, 2013, the City Council, after notice duly published, conducted a public hearing on the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion (the "Amended RAA #4-1 Plan") seeking to add geographic area to RAA #4-1 Plan, pursuant to Idaho Code § 50-2033, to redevelop a portion of the City within the boundaries of the Urban Renewal Area #4, as amended, pursuant to the Law and the Act;

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Amended RAA #4-1 Plan and making certain findings;

WHEREAS, pursuant to the Act and the Amended RAA #4-1 Plan, the Agency is authorized to own real property and carry out the purposes and various projects under the Amended RAA #4-1 Plan and to enter into and carry out contracts or agreements in connection therewith;

WHEREAS, in compliance with Idaho Code § 50-2010, on or about September 4, 2008, the Agency acquired a parcel of vacant real property located at 215 Shoshone Street, Twin Falls, Idaho, Parcel No. RPT0001118004A, including Lots 4, 5 & 17, Block 118, Twin Falls Townsite (the "Property"), and in furtherance of the Amended RAA #4-1 Plan, the Agency intended to dispose of the Property to a developer for a potential project opportunity;

WHEREAS, the Property is split by an alley between Lots 4 & 5, and Lot 17, plus an alley runs behind the Property. Each lot measures 25' x 125';

WHEREAS, on January 29, 2020, by Resolution No. 2020-01, the Agency adopted a policy concerning declaration of surplus real property and the process by which to dispose of such surplus real property (the "Surplus Resolution");

WHEREAS, the Surplus Resolution grants the Agency the authority to sell, exchange, or convey real property if certain criteria are met;

WHEREAS, the Property complies with the following criteria as set forth in the Surplus Resolution:

- Conditions in the neighborhood area have changed since acquisition of the Property resulting in no reasonable development opportunity in compliance with the Act and the Amended RAA #4-1 Plan.
- The Property may not be suitable for development under the Amended RAA #4-1 Plan because of its size and configuration.
- The Agency has solicited proposals for the parcel in compliance with Idaho Code § 50-2011 and not been successful in receiving a proposal from a qualified developer for a development to achieve the objectives of the Act and the Amended RAA #4-1 Plan.

WHEREAS, the Agency intends to convey or sell the Property because of the findings previously stated;

WHEREAS, the Surplus Resolution provides that whenever the Agency proposes to sell or convey real property, the Agency shall declare that the subject property will be offered for sale and establish the value of the property the Agency will receive as a result of the conveyance, or sale;

WHEREAS, the Agency board, at its meeting of January 29, 2020, adopted Resolution No. 2020-02 declaring the Property as surplus property and directed Agency staff to schedule a public hearing to review and accept public comment on the proposed sale or conveyance of surplus property;

WHEREAS, after notice duly published, the Agency board, at its meeting on February 19, 2020, conducted the public hearing to review and accept public comment on the proposed sale or conveyance of the Property;

WHEREAS, public comment was received and considered by the Agency board;

WHEREAS, following discussion, the Agency board, at its meeting on February 19, 2020, evidenced its intent to retain ownership of Lot 17, Block 118, Twin Falls Townsite ("Lot 17") and to proceed to sell Lots 4 and 5, Block 118, Twin Falls Townsite ("Lots 4 & 5");

WHEREAS, pursuant to Idaho Code § 50-1403 and the surplus resolution, the Agency shall conduct a sealed bid public auction to sell Lots 4 & 5 to the winning bidders (the "Auction");

WHEREAS, the Agency finds it in the Agency's best interest to authorize staff to issue the Agency's sealed bid auction packet which establishes the minimum bid and scheduling an auction date.

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

Section 1. The above recitals and statements are true and correct.

Section 2. That the Agency Board hereby reaffirms the previous finding that the Property is deemed surplus property as allowed by the Surplus Resolution.

Section 3. That the Agency Board hereby approves the issuance of the sealed bid auction packet for Lots 4 & 5, which establishes a minimum bid of \$25,000 based upon that certain appraisal/broker's opinion dated March 19, 2020, and scheduling an auction date as set forth in Exhibit A, a copy of which is attached hereto and incorporated herein.

Section 4. That the Chair and Vice-Chair of the Agency are each hereby authorized to take all action necessary or desirable in conformity with the Act and Surplus Resolution to carry out the purposes of this resolution, including, without limitation, notice and sale at the auction of Lots 4 & 5.

Section 5. In the event no bids are received at the Auction, the Agency shall proceed to sell Lots 4 & 5 as it deems most reasonable and in the best interest of the Agency.

Section 6. All bylaws, orders, resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency.

Section 7. This Resolution shall take effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on March 25, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on _____, 2020.

APPROVED:

By _____
Cindy Bond, Chair

ATTEST:

By _____
Andy Hohwieler, Secretary

4825-1083-3587, v. 3

THORNTON

OLIVER

KELLER

COMMERCIAL REAL ESTATE

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BROKER PRICE OPINION

215 Shoshone Street

TWIN FALLS 83301

tokcommercial.com

PRESENTED TO:

Mr. Nathan Murray | City of Twin Falls

PRESENTED BY:

Dan Wilhelm

208.886.0566

dwilhelm@tokcommercial.com



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Our Brokerage Advantage

Disclaimer: No representation or recommendation is made by Broker as to the legal or tax consequences of this Report or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

Property Valuation

THORNTON OLIVER KELLER COMMERCIAL REAL ESTATE ("Broker") provides its price opinion for the below-described real estate property according to the terms and conditions contained herein. This report is provided for Mr. Nathan Murray, ("Client") and is made pursuant to Chapter 41, Title 54, of the Idaho Code. The purpose of this report is to better understand the market value of the subject property.

Broker's opinion of price pursuant to the provisions contained in this report is the amount of Twenty-Five Thousand Dollars (\$25,000). This is a rounded number using a \$3.00 per square foot value on 8,233 square feet of vacant land.

1. Broker's intended purpose of this price opinion is to give an estimate of the present market value of the property described below.

2. The subject property and property interest priced is situated in the City of Twin Falls, County of Twin Falls State of Idaho, located at 215 Shoshone Street S. and is further described as Parcel # RPT0001118004A. Zoning is CB. The property is approximately 0.189 acres.

3. Broker's basis of reasoning used to reach the herein conclusion of price, including any applicable Market data and/or capitalization computation information is:

- Comparable sales of like properties in the general area.

4. Broker has taken into account, in reaching its conclusion of price, the following assumptions and/or limiting conditions:

- Property size limits potential for development

5. Broker has conducted a physical inspection of the property.

6. Broker does not have any existing or contemplated interest in the property subject to this Broker's Price Opinion. If Broker has such an interest, that interest is described as follows: NONE.

7. Broker is licensed as a real estate broker pursuant to the provisions of Chapter 20, Title 54, of the Idaho Code. Broker's license is currently active and in good standing under Idaho real estate license laws and rules.

8. Broker is not licensed under the Idaho Real Estate Appraisers Act, Chapter 41, Title 54, Idaho Code, and this report is not intended to meet the uniform standards of professional appraisal practice.

9. Broker's price opinion is not intended to be an appraisal of the market value of the property, and is not intended to meet the uniform standards of professional appraisal practice. If an appraisal is desired, the services of a licensed or certified appraiser should be obtained.

10. Client shall pay to Broker a fee for this report in the amount of \$500.00.

AGENT:
THORNTON OLIVER KELLER



Dan Wilhelm

RESPONSIBLE BROKER:
THORNTON OLIVER KELLER

By: 

Michael J. Ballantyne

Date: March 19, 2020

250 South 5th Street, 2nd Floor
Boise, Idaho 83702
Telephone: 208-378-4600

Thornton Oliver Keller was asked to provide a Broker Price Opinion for 215 Shoshone St in Twin Falls, Idaho. In researching the current market and the subject property, the following information was taken into account.

1 Subject Property

The subject property is an 8,233 SF vacate parcel of land located approximately 100 feet southwest from the intersection of Shoshone Street and 2nd Avenue South in Downtown Twin Falls, Idaho. The property abuts Shoshone Street to the northwest, an improved lot with a standalone ATM drive thru to the northeast, a retail building that is currently occupied by Apricot Home Consignment Store to the southeast, and a vacant paved parking area to the southwest. Access to the property is by a shared ally to the southwest by way of a curb cut on Shoshone Street. The subject property has a good location within the rapidly improving area of Downtown Twin Falls.

The only applicable analysis approach to determine the value is the Market Data approach where we look at sold and listed properties in the market and compare them to the subject property.

2 Market Data Approach

Recent Land Sales in the area of similar size and location are somewhat limited, therefore we looked at properties sales that are somewhat dated and larger in size than the subject property and then adjusted to determine a current market value.

Sale Comps: Land sale comp #1 is located south of downtown and is in an inferior location to subject property. The condition and improvements are similar to the subject property. This comp gives a good indication of the lower end of value. Land Comp #2 is located in a somewhat inferior location in the southern portion of downtown. The lot was in superior condition being improved with asphalt and lighting. Land Sale Comp #3 is located on a corner lot with high traffic and two access point making the property somewhat superior to the subject property. The condition of the property was similar to the subject property at time of sale. Land Comp #4 is located along Addison Ave just north of downtown. The property is 1.22 acre making it a much more desirable size for development. The location along Addison gives the property good exposure and access but in a less desirable location. The four comparable properties range in price from \$1.56/SF to \$4.23/SF. The market condition in downtown has improved from the time of these sales.

Sale Listing Comps: There are currently no sale listings available of raw land in downtown Twin Falls therefore we looked at land outside of the downtown area. We have included those land listings in this analysis but do not feel they have a good indicator of land values downtown.

3 Property Value

Based on our research, we determined the value to be:
 $\$3.00/\text{SF} \times 8,233 = \$24,698.52$
Rounded to \$25,000

BROKER PRICE OPINION

Property Narrative



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Property Information



Property Information



Parcel Data

County:	Twin Falls	Parcel:	RPT0001118004A
Primary Owner:	URBAN RENEWAL AGENCY FOR THE	Property Address:	215 SHOSHONE ST S
Second Owner:		Total Value:	0
Property City:	83301	Acres:	0.19
Home Exemption:		Owner City:	TWIN FALLS ID 83303
Owner Address:	P O BOX 1907	Subdivision:	
Zoning:		Property Code:	
Tax Code Area:	10007	Legal Description:	TWIN FALLS TOWNSITE FINAL & AMD LOTS 4, 5 & 17 BLOCK 118 (16-10-17) (63-602A)
Date Updated:	2020-03-05		

Cat

Category:	81	Value:	0
Date Updated:	2019-01-28		

Land

Acres:	0.189	LandUnit:	AC
Cat:	81L	Value:	0
Date Updated:	2019-09-12		

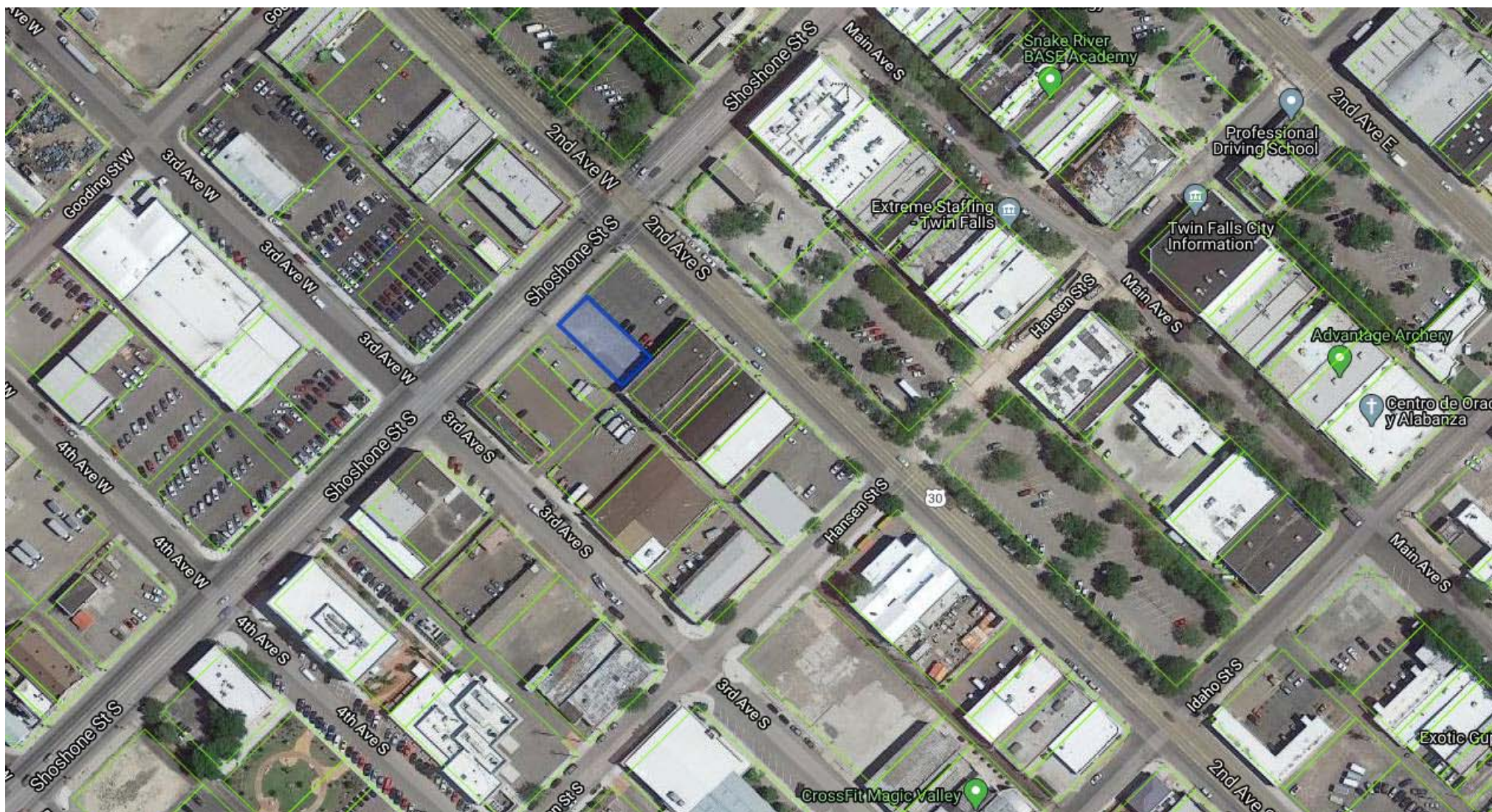
Pin

Owner1:	URBAN RENEWAL AGENCY FOR THE	Owner2:	CITY OF TWIN FALLS
Owner3:		Owner4:	
Owner5:		Owner6:	
OwnerStr:	P O BOX 1907	OwnerStr2:	
OwnerCity:	TWIN FALLS	OwnerSt:	ID
OwnerZip:	83303-1907	PropStr:	215 S SHOSHONE ST
PropCity:	TWIN FALLS	PropSt:	Id
PropZip:	83301	TaxCdArea:	10007
PropClsDescr:	681 - Exempt property		
LglAddr:	TWIN FALLS TOWNSITE FINAL & AMD LOTS 4, 5 & 17 BLOCK 118 (16-10-17) (63-602A)		
Date Updated:	2019-09-12		

Assessor Data

gml_id:		Join_Count:	1
PM_MAIL_NM:	URBAN RENEWAL AGENCY FOR THE	PM_MAIL_A1:	P O BOX 1907
PM_MAIL_A2:		PM_MAIL_CT:	TWIN FALLS
PM_MAIL_ST:	ID	PM_MAIL_ZP:	83303
PM_PROP_ZP:	83301	PM_DEEDRF1:	08-019903
PM_DEEDRF2:	97-002033	PM_DEEDRF3:	93-003419
PM_DEEDRF4:		PM_DEEDRF5:	
PM_PV_ACRE:	0.1890000000000000	PM_TOT_VAL:	0
PM_IMP_VAL:	0	PM_LND_VAL:	0
LG_LINE_1:	TWIN FALLS TOWNSITE	LG_LINE_2:	FINAL & AMD
Lat:	42.554682235740000	Long:	-114.471076784700000
OBJECTID:	5558	COUNTY:	TWIN FALLS

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Property **Photographs**



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SALE Comparables

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260 Highland Avenue E

Twin Falls ID 83301

List Price \$59,900

MLS # 98648131 Status: Sold

Class: Land Type: Commercial

Great commercial opportunity located south of town. Land is zoned M1 which gives many options. Don't be afraid to drive by and see for yourself the potential of this property.

Acres 0.720

Lot Size Length

Lot Size Width

Legal Description Twin Falls Acres

Inside NW 175.05' X 179.90' of E

326.55' of NE SW NW (21-10-17)



Sold Price \$49,000

Sold Price Per Acre 68055.555555

Closing Date 5/22/2017

This information is not guaranteed. Equal Housing



2nd Avenue East Lots 6,7,8

Twin Falls ID 83301

List Price \$85,000

MLS # 98610263 Status: Sold

Class: Land Type: Commercial

Build your new building here on this already improved City Lot with Asphalt Parking Lot & Lighting (Power is on Neighbors Building). Just south of Bickel School.

Acres 0.430

Lot Size Length

Lot Size Width

Legal Description Lots 6, 7 & 8

Block 92, Twin Falls Townsite (16

-10-17 SE)



Sold Price \$57,500

Sold Price Per Acre 133720.930232

Closing Date 7/19/2016

This information is not guaranteed. Equal Housing



100 6th Ave W

Twin Falls ID 83301

List Price \$54,500

MLS # 98617679 Status: Sold

Class: Land Type: Commercial

Great Visibility and very high traffic. Great location for Coffee Shop, Burger Hut for all the office traffic hitting the downtown area. Cash/car title business, many, many possibilities. Light manufacturing, shop, retail, commercial, auto related business etc. Build to suit possibility.

Acres 0.360

Lot Size Length

Lot Size Width

Legal Description Twin Falls

Townsite Lots 5 & 6 south of RR

spur Block 161 (16-10-17)

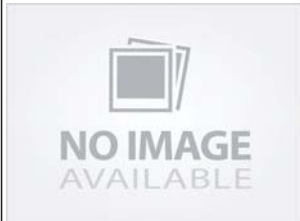


Sold Price \$49,500

Sold Price Per Acre 137500.000000

Closing Date 5/10/2016

This information is not guaranteed. Equal Housing



601 Addison Ave West

Twin Falls ID 83301

List Price \$225,000

MLS # 98620762 Status: Unpublished Sold

Class: Land Type: Commercial

Acres 1.220

Lot Size Length

Lot Size Width

Legal Description Twin Falls

Morrison 2nd Subd/Exc S1/2 Lot

1/(17-10-17 NW)



Sold Price \$225,000

Sold Price Per Acre 184426.229508

Closing Date 5/9/2016

This information is not guaranteed. Equal Housing

ACTIVE SALE

Listings Survey

Disclaimer: No representation or recommendation is made by Broker as to the legal or tax consequences of this Report or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

**Search Summary**

Saved Search: Land Listings 3/19/2020

Search Type: Land Listings

Property Types: OFF, RET

Size Range:

Price/Rate Range:

Search Area: Twin Falls MSA - S-TF

Green highlighted listings added in last 30 days

1 TBD Kimberly Road TBD Kimberly Road - Twin Falls, ID 	Cross Streets: Kimberly & Hankins		Sale Price	Size Acres	Price Per Acre	Size SF	Price Per	Divisible AC	Zoning	Land Use	Days On Market	
	Submarket: South TF		\$600,000	2.71	\$221,402.21/AC	118,048	\$5.08/SF			IND, OFF, RET	177	
	Property Type: Land		Contact	Teri Stokes	Silvercreek Realty Group		(208) 377-0422			teristokesagent@gmail.com		
				Bonny Ross	Silvercreek Realty Group		(208) 539-0795			bonnyross7@gmail.com		
2 1788 Addison Ave 1788 E. Addison Avenue - Twin Falls, ID 	Cross Streets: Addison & Maurice		Sale Price	Size Acres	Price Per Acre	Size SF	Price Per	Divisible AC	Zoning	Land Use	Days On Market	
	Submarket: South TF		\$325,000	1.38	\$235,507.25/AC	60,113	\$5.41/SF			C-1	OFF, RET	318
	Property Type: Land		Contact	Mike Nannini	Westerra Real Estate Group		(208) 733-7653			cmikenannini@gmail.com		
3 Orchard Lots 143-187 Orchard Drive - Twin Falls, ID 	Cross Streets: SEC Orchard & Washington		Sale Price	Size Acres	Price Per Acre	Size SF	Price Per	Divisible AC	Zoning	Land Use	Days On Market	
	Submarket: South TF		\$82,677	0.59		25,700	\$3.22/SF			C-1	OFF, RET	328
	Property Type: Land		\$95,560	0.68		29,621	\$3.23/SF			C-1	OFF, RET	328
			\$128,416	0.88		38,333	\$3.35/SF			C-1	OFF, RET	328
			\$72,346	0.56		24,524	\$2.95/SF			C-1	OFF, RET	328
			Contact	Steve Yates	NAI Select		(208) 229-6020			steve@naiselect.com		
				Dennis Kelley	NAI Select		(208) 229-6021			dennis@naiselect.com		

Green highlighted listings added in last 30 days

Search Summary

Saved Search: Land Listings 3/19/2020

Search Type: Land Listings

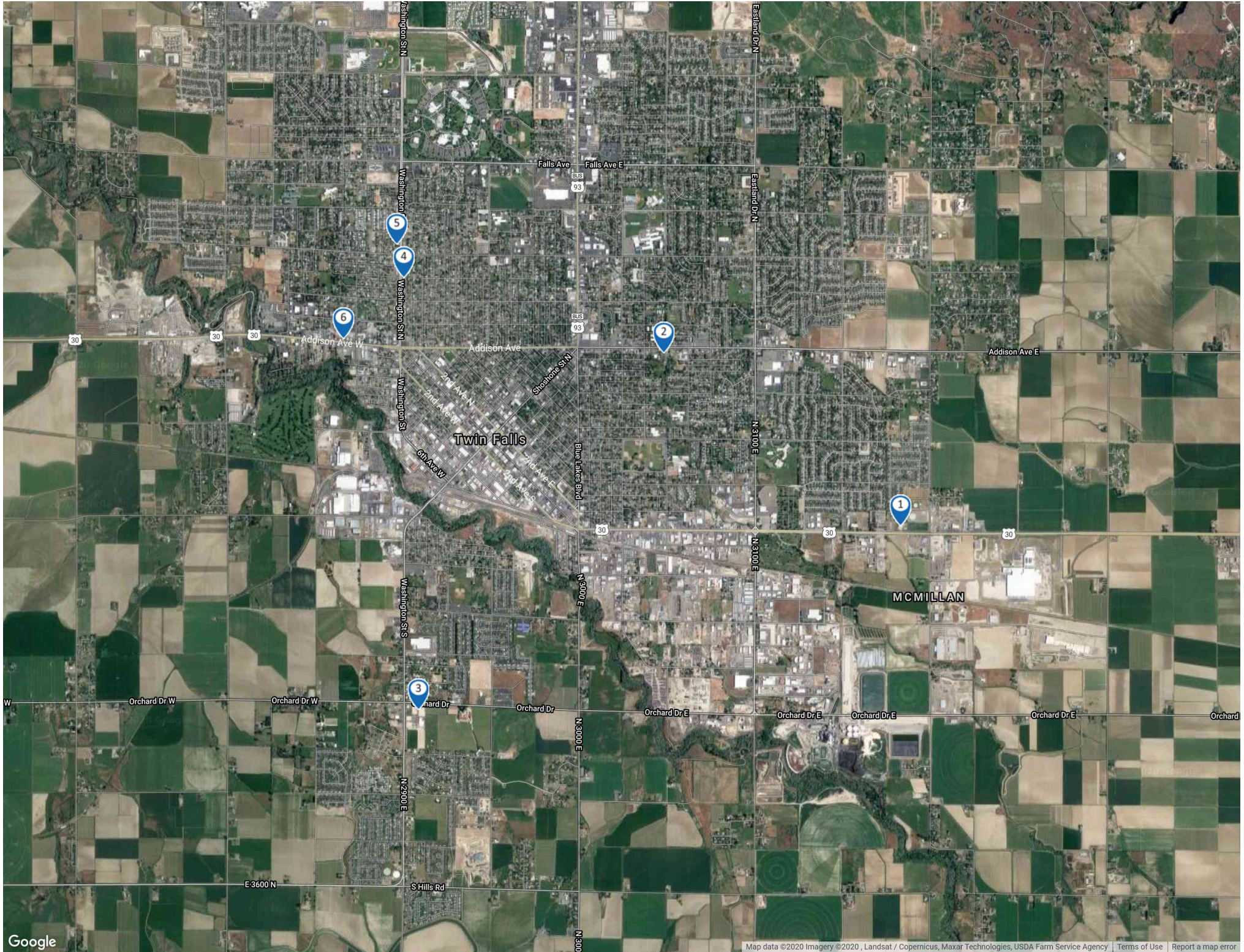
Property Types: OFF, RET

Size Range:

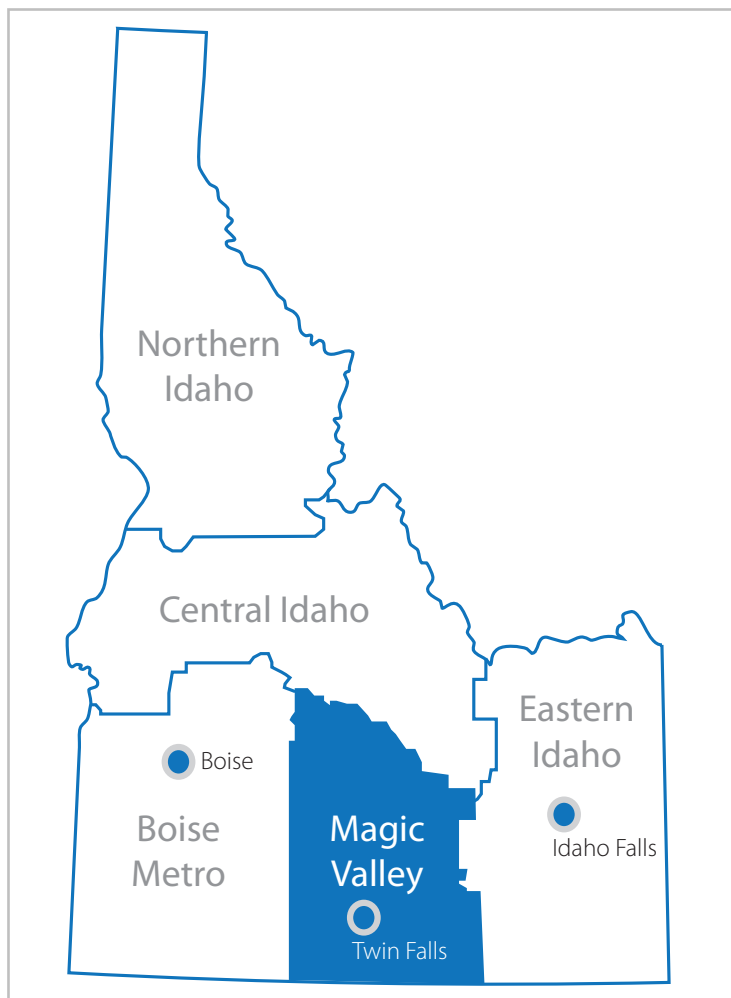
Price/Rate Range:

Search Area: Twin Falls MSA - S-TF

4	394-408 Washington St 394-408 Washington Street - Twin Falls, ID									
		Sale Price	Size Acres	Price Per Acre	Size SF	Price Per	Divisible AC	Zoning	Land Use	Days On Market
		\$250,000	0.64		27,878	\$8.97/SF		C-1	OFF, RET	37
		Contact	Sid Lezamiz	Lezamiz Real Estate		(208) 733-5900	sid@lezamizrealestate.com			
		Cross Streets: Borah & Washington								
	Submarket: South TF									
	Property Type: Land									
5	535-553 Washington 535-553 N. Washington Street - Twin Falls, ID									
		Sale Price	Size Acres	Price Per Acre	Size SF	Price Per	Divisible AC	Zoning	Land Use	Days On Market
		\$290,000	0.64		27,878	\$10.40/SF			IND, OFF, RET	22
		Contact	Mandi Riddle	Berkshire Hathaway		(208) 539-1230	mandi@bhhsidahomes.com			
		Cross Streets: Washington & Filer								
	Submarket: South TF									
	Property Type: Land									
6	356 Addison Ave 356 W Addison Avenue - Twin Falls, ID									
		Sale Price	Size Acres	Price Per Acre	Size SF	Price Per	Divisible AC	Zoning	Land Use	Days On Market
		\$234,900	0.7		30,492	\$7.70/SF		C-1	OFF, RET	344
		Currently used as a car lot with small office. Ideal location for retail, restaurant, fast food, express coffee, office.								
		Contact	Walt Hess	Gern State Realty		(208) 734-0400	WaltHess@GemStateRealty.com			
	Cross Streets: Addison & Blake									
	Submarket: South TF									
	Property Type: Land									



Magic Valley Submarkets Map



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Dan Wilhelm Biography

EXPERIENCE:

Dan Wilhelm joined the team at Thornton Oliver Keller in 2018. His extensive and varied commercial real estate experience made him the perfect choice to lead the company's commercial property sales and leasing efforts in the Magic Valley, as the firm opened its first office in Twin Falls. Dan works with business owners, property owners, developers, and investors. His representation efforts include property sales, leasing, site selection, acquisition, and disposition of all types of commercial real estate (office, industrial, retail, multifamily and land).

Dan's professional skill set includes asset management, land entitlement, contract negotiations, feasibility studies, due diligence and property repositioning. Dan assists clients in identifying real estate purchase opportunities, analyzing lease structure opportunities, maximizing market trends and applying Thornton Oliver Keller's vast data and marketing materials to achieve each client's specific requirements.

Dan started his commercial real estate career in high school where he did odd jobs for his father's property management company. During his collegiate years, Dan focused on real estate finance, which ultimately led him into the development side of the industry.

Dan has been the owner representative / project manager on several large office and industrial developments. He has also served as a site development manager for CarMax, facilitating entitlement efforts as the company expanded its national footprint in Georgia, Virginia, New York, Alabama, Colorado, California, and Washington.

PROFESSIONAL AND COMMUNITY ACTIVITIES:

Dan is a strong believer in giving back to his community. He has a passion for teaching adaptive sports (snow and water skiing, as well as sailing) to physically and mentally disabled persons and seeks out opportunities to share these amazing experiences.

Dan serves as a board member of the St. Luke's Magic Valley/Jerome Foundation.

EDUCATION:

Dan earned a Master's Degree in Real Estate and Construction Management from the University of Denver. He holds a BA in Business Administration in Finance and Procurement from the University of San Diego.

PERSONAL:

Dan lives in the Magic Valley with his wife, Nicole. An avid outdoorsman, Dan's time away from the office is spent skiing, sailing, mountain biking, fishing and hunting.

OUR Brokerage Advantage

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Thornton Oliver Keller's people and resources are among the best I have seen. They have excellent market knowledge, a solid reputation and always act in the highest professional manner." - David Messner, Costco Wholesale



DEVELOPERS

Tim Harris

BOISE CAPITAL PARTNERS

Owner/developer of retail properties.

Gary Voigt

GL VOIGT DEVELOPMENT

Idaho Falls-based developer.

Mark Smith

J.L. SMITH COMPANY

Washington-based developer.



BUSINESSES

Mark Tidd

TITLEONE CORPORATION

President

Vic Conrad

J.R. SIMPLOT COMPANY

Director

Mike Chidester

SAINT ALPHONSUS RMC

Regional Director of Real Estate



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George Vidalakis

Owner of Family Center at Federal Way.

Jeff Stoddard

BUIE-STODDARD GROUP

Owner of retail properties.

Everett Davis

DAVIS INVESTMENTS

Owner of office and retail properties.



PUBLIC INVESTORS

Greg Tylee

CITY OFFICE REIT

Owner of Washington Group Plaza.

Linda Miller

STATE OF IDAHO

Leasing Mgr. Division of Public Works.

Sandy McDonald

GENERAL SERVICES ADMIN. (GSA)

Supervisory Realty Specialist.

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