



Urban Renewal Agency Agenda

Monday, June 22, 2020, 12:00 PM

- **SPECIAL MEETING** -

City 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
- 2) Conflict of Interest Declaration
- 3) Items of Consideration
 - a) **ACTION ITEM:** Consideration of a request to sign Resolution No. 2020-10 approving the Third Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South Development.
By: Nathan Murray, Executive Director
 - b) **ACTION ITEM:** Consideration of a request to approve an expenditure of \$22,790.00 for engineering and design of storm drain improvements in an alleyway adjacent to Second Avenue South.
By: Jesse Schuerman, Staff Engineer
- 4) Upcoming Meeting(s)
 - a) Monday, July 13, 2020 at 12:00 p.m.
- 5) Adjournment

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



Date: Monday, June 22, 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. 2020-10 approving the Third Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South Development.

Time Estimate:

N/A

Background:

In August, 2019, the Agency Board approved Resolution #2019-08 entering into a Disposition and Development Agreement (DDA) with the developer of the project known as 160 Main. The First Amendment was adopted by Resolution #2019-09 in December 2019 which granted an extension of the deadline to January 31, 2020 to submit preliminary evidence of financing, then a Second Amendment was adopted in March 2020 by Resolution #2020-04 extending the same deadline to March 31, 2020.

Per the conditions for property transfer, the developer is supposed to provide, among other things, proof of financing along with to secure a building permit from the City prior to closing.

As the developer is still working on design documents for the project, which has an impact on the financing, they are requesting extensions to existing deadlines.

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 August 31, 2020, for the developer financing and closing and transferring the property by September 30, 2020. It is anticipated that construction will be completed within 24-months of closing.

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.

Agency staff believes it is in the best interest of the project to extend the deadline.

Attachments:

1. Resolution 2020-10 - 3rd Amendment - (complete)

RESOLUTION NO. 2020-10

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING AGENCY TO ENTER INTO THE THIRD 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 THIRD AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR AND VICE-CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE THIRD AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CORRECTIONS TO THE THIRD 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 for the conveyance of the Site and for the Developer to complete demolition of the Property and construct improvements on the Property, as more particularly described in the DDA. The DDA has an Effective Date of August 29, 2019, and a Closing date of June 29, 2020;

WHEREAS, Sections 5.1 and 13.7 of the DDA require all amendments to the DDA and extensions to the Schedule of Performance to be in writing and signed by the Agency and 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 Board on December 9, 2019, by Resolution No. 2019-09, and dated effective December 13, 2019;

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, the Second Amendment to the Disposition and Development Agreement, was adopted by the Agency Board on March 25, 2020, by Resolution No. 2020-04, and dated effective March 25, 2020;

WHEREAS, on June 8, 2020, Developer made a presentation to the Agency Board at its regular meeting, including a Project status update. Developer acknowledged that construction cost bids came in significantly higher than anticipated and additional time was necessary to work on reducing construction costs and re-bid the Project. As a result, Developer further acknowledged it would not be in a position to close pursuant to the terms of the DDA, as

amended, and requested an extension of the Closing Date and related deadlines set forth in the DDA, as amended;

WHEREAS, Developer reaffirmed its commitment to the Project and is continuing to make progress toward completing the conditions for Closing for the transfer of Property from Agency to Developer, and Agency staff believes it is in the best interest of the Project to extend the deadline to close, and to extend other deadlines set forth in the DDA, including the deadline to submit the project budget and evidence of financing as set forth in Section 4 of the DDA;

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

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Third Amendment to the DDA and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Third 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 Third 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 close to September 30, 2020, and further extending other deadlines as set forth in the DDA, as amended, 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 finalize the exhibits to the Third Amendment to the DDA, sign and enter into the Third Amendment to the DDA and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Third Amendment to the DDA, subject to representations by the Executive Director and Agency legal counsel that all conditions precedent to such actions have been met; and further, any necessary technical changes to the Third 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 Third Amendment to the DDA and the comments and discussions received at the June 22, 2020, Agency Board meeting. Agency is further authorized to appropriate any and all funds contemplated by the DDA, as amended, and to perform any and all other duties required pursuant to said Third Amendment to the DDA.

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 June 22, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 22nd day of June 2020.

APPROVED:

Cindy R. Bond, Chair

ATTEST:

Any Hohweiler, Secretary

4846-9857-5040, v. 1

EXHIBIT A

**Third Amendment to the Disposition and Development Agreement
For the 160 Main Avenue South Property**

Third Amendment to the Disposition and Development Agreement

Urban Renewal Agency of the City of Twin Falls, Idaho and OneSixty LLC, an Idaho limited liability company

160 Main Avenue South Property

THIS THIRD AMENDMENT TO THE DISPOSITION AND DEVELOPMENT AGREEMENT (“Amendment”) is entered by and between the Urban Renewal Agency of the City of Twin Falls, Idaho, a public body, corporate and politic (the “Agency”), organized pursuant to the Idaho Urban Renewal Law of 1965, title 50, chapter 20, Idaho Code, as amended (“Law”), and undertaking projects under the Local Economic Development Act, title 50, chapter 29, Idaho Code, as amended (the “Act”), and OneSixty LLC, an Idaho limited liability company (“Developer”), collectively, the Agency and Developer may be referred to as the “parties” and each individually as a “party”. The “Effective Date” of this Agreement is the date last signed by both parties below.

RECITALS

WHEREAS, the parties entered into that certain Disposition and Development Agreement dated August 29, 2019, and Agency Consent Pursuant to Section 2.7 of the Disposition and Development Agreement dated August 29, 2019, as amended by that certain First Amendment to the Disposition and Development Agreement dated effective December 13, 2019, and that certain Second Amendment to the Disposition and Development Agreement dated effective March 25, 2020 (collectively “Agreement”). The Agreement’s recitals are incorporated herein by reference. Any terms capitalized but not defined in this Amendment will have the same meaning as in the Agreement;

WHEREAS, the Agreement provides for the Agency to convey certain real property located in the City of Twin Falls, and Twin Falls County, Idaho, as more particularly described in the Agreement (“Property”), and for the Developer to complete demolition on the Property and construct improvements on the Property, as more particularly described in the Agreement;

WHEREAS, the parties are making progress toward completing the conditions for the Closing for the transfer of the Property from Agency to Developer;

WHEREAS, on June 8, 2020, at an Agency regular meeting, the Developer requested an extension to continue to work toward the Closing; and

WHEREAS, the parties desire to amend the Agreement to document the extension to Closing, the conditions satisfied or waived by each party as of the Effective Date, and the remaining conditions and actions to be completed before Closing, based on the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, for valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Deposit.** The parties acknowledge that the Agency has used its resources to address prior extension requests by the Developer and that due to such extensions, the Agency's ability to pursue other options has been limited. Accordingly, the parties agree that it is appropriate for the Agency to retain the Deposit, and agree the Deposit is now non-refundable to Developer. The parties agree that the Escrow Agent will release the Deposit to the Agency within 5 days after the Effective Date.
2. **Financing Extension.** Developer shall have until no later than August 31, 2020 ("Financing Deadline") to complete the following: (i) determine the Project Budget and obtain financing commitments as specified in Section 4.1 of the Agreement in an amount totaling at least the amount in the Project Budget, and (ii) obtain the Agency's written approval of both the Project Budget and the financing commitments ("Financing Extension Period"). During the Financing Extension Period, Developer will keep the Agency regularly informed of the progress of the Project Budget and status of financing commitments. During the Financing Period, Developer also agrees to submit the Project Budget and financing commitments to Agency within a reasonable period of time for the Agency to meaningfully, review, comment and approve in writing prior to the Financing Deadline. Developer may terminate this Agreement in writing on or before the Financing Deadline, for the sole reason of not obtaining an acceptable Project Budget or obtaining financing approved in writing by the Agency. Failure to terminate the Agreement in writing on or before the Financing Deadline shall be deemed Developer's election to proceed to Closing. As provided in Section 9, if Developer does not get approval of the Project Budget and financing in writing by the Agency prior to the Financing Deadline, the Agency may also terminate this Agreement.
3. **Closing.** The Closing Date is extended to be no later than September 30, 2020. If Developer requests any further extensions of the Closing Date, or any other deadline, the Agency, if it should decide to grant any further extensions, will in its discretion, charge a non-refundable fee to Developer of no less than \$10,000 per extension prior to the start of a new extension period as part of the "Deposit", which amount will be released immediately by Escrow to Agency.
4. **Developer Representations and Warranties.** Developer represents and warrants the following to the Agency:
 - a. The Project has changed from the design and description in Section 2.5, Attachment 3 (Design Development Plan), or Attachment 6 (Basic Concept Drawings). Section 2.5 is hereby deleted and is replaced as follows: "The Project that is the subject of this Agreement is the construction of the Building. The Project is a 6-story mixed-use office/retail and residential building planned to have approximately 8,816 sq/ft of office space, approximately 3,777 sq/ft of retail space, and approximately 30,039 sq/ft of rental residential units." Attachment 3 is

hereby deleted and replaced with the Attachment 3 attached to this Amendment as Exhibit A. Attachment 6 is hereby deleted and replaced with the Attachment 6 attached to this Amendment as Exhibit B;

- b. GO QOZ Twin Falls LLC, an Idaho limited liability company (“GO QOZ”), is the sole member of Developer. GO QOZ has authority to carry out all actions required for the business of Developer;
 - c. The sole Manager of GO QOZ is Galena Opportunity, Inc., an Idaho corporation (“Corporation”). The management, operation, and control of GO QOZ is vested in the Corporation;
 - d. Bill Truax is the President of the Corporation. The President is the principal executive officer of the Corporation and, subject to the control of the board of directors, supervises and controls the business and affairs of the Corporation generally;
 - e. Developer will commence construction of the Project within 30 days after Closing; and
 - f. Developer will complete construction of the Project within 23 months after Closing.
5. **Review of Property and Title.** Developer has satisfied itself as to the condition of title to the Property and the physical condition of the Property and waives any Developer conditions to Closing based on Sections 3.1 and 3.2 of the Agreement. Notwithstanding the above, if any future supplement to the Title Report prior to Closing discloses a new matter that will adversely affect the use or development of the Project, Developer may raise Supplemental Title Objections under Section 3.2 within the time period provided, and the parties will follow the process in Section 3.2 for such new matters.
6. **Reuse Appraisal.** Pursuant to Section 5.1.1 of the Agreement, the Agency is ordering an updated Reuse Appraisal to assess the fair reuse value of the Property based on the current economic climate and the modifications to the Project’s design plans and uses. Accordingly, Developer agrees to cooperate with the appraiser and to timely provide the necessary information to the Agency and appraiser for the updated appraisal, including but not limited to, the following documents within 5 days after the Effective Date of this Amendment: latest detailed construction cost estimates, building plans, Developer proforma, rent roll, letters of intent or contracts if any, and a development schedule.
7. **Review of Design Review Drawings and Final Construction Documents.** The Agency is satisfied and/or waives its review and approval of the Design Review Drawings and Final Construction Documents under Sections 7.5, 7.6, 7.7, 7.8, 7.9, and 7.10.
8. **Early Entrance/Demolition.** The parties agree to extend the Developer’s completion of work under Early Entry and Reimbursement Agreement dated August 28, 2019 (“EEA”), to September 1, 2020. Agency waives any notices by Developer under the EEA regarding commencement of the demolition. The demolition also consists of structural improvements to support the existing adjacent building. Developer, however, must prior to commencement: (i) obtain the required permit from the City of Twin Falls, and (ii) provide to the Agency certificates of insurance and copies of endorsements evidencing the insurance required in

Section 8 of the Agreement before commencement. The parties agree that the EEA is amended by this Amendment, and, in the event of conflict or inconsistency, the terms and conditions of this Amendment will control.

9. Developer Covenants. Developer agrees to the following:

- a. Developer will immediately notify the Agency at any time, whether pre-construction or during construction, of any proposed material changes to the design or construction of the Project as described in Section 4(a) of this Amendment, Developer's permits obtained for the Project, and/or the construction contract after the Agency's review and approval, and the Agency shall have the right to approve or deny such proposed change. As used herein, a "material change" includes, but is not limited to, any change to the use in the Project, a 15% or more decrease to the square footage of the Project, or a reduction of the value of the Project;
- b. Developer acknowledges and agrees that no further transfers or changes to the members or manager of Developer, or assignments by the Developer, may be made without the Agency's prior written approval, which will not be unreasonably withheld; and
- c. Developer will commence and complete demolition of the existing improvements on the Property in compliance with the EEA (as may be amended herein) by no later than September 1, 2020.

10. Agency Conditions to Closing. The following are the Agency's remaining conditions to Closing, which conditions must be satisfied or waived by Closing, or by the date otherwise indicated below:

- a. Written approval of the Project Budget no later than the Financing Deadline;
- b. Written approval of Developer's financing commitments no later than the Financing Deadline;
- c. Closing of funding of Developer approved financing;
- d. Written approval by the Agency of a signed construction agreement in an amount no less than the Project Budget, with a construction commencement date within 30 days after Closing, and a substantial completion date of no more than 23 months after Closing;
- e. Developer obtaining a building permit for the Project;
- f. The updated Reuse Appraisal obtained pursuant to Section 6 concludes the fair reuse value of the Property to be \$0 or less; and
- g. Developer has not breached any provisions of the Agreement, this Amendment, and/or the EEA.

If the Agency has not provided written confirmation of satisfaction or waiver to Developer on or before the deadlines stated above, Agency will be deemed to have elected to not proceed with the transaction described herein, and may terminate this Agreement by written notice to Developer.

11. **Developer Condition to Closing.** The following are the Developer's conditions to Closing, which conditions must be satisfied or waived by Closing: (a) the updated Reuse Appraisal obtained pursuant to Section 6 concludes the fair reuse value of the Property to be \$0 or less, and (b) Agency has not breached of the Agreement, this Amendment and/or the EEA. If Developer's closing conditions are not met, it may terminate this Agreement by written notice to Developer.
12. **Other Conditions to Closing; Survival.** Except as provided in this Amendment, all other deadlines and conditions to Closing are deemed satisfied or waived by the Agency and Developer, including, but not limited to, those stated in Section 5.4. All other terms and conditions of the Agreement and this Amendment survive Closing, including but not limited to, Sections 6, 7, 8, 9, 10, 11, 12, and 13 (except as they may be expressly modified by this Amendment). If Closing occurs, the parties will be deemed to have satisfied or waived all conditions to Closing. The parties agree that the EEA will survive Closing.
13. **Termination Prior to Conveyance.** In the event a condition to Closing in this Amendment is not met, the party who has the condition may terminate this Agreement in writing or deem such condition satisfied or waived and proceed to Closing. Sections 5.3.8, 5.7, 11.6.1 and Sections 11.6.2 of the Agreement regarding termination are hereby deleted. Any opportunity to cure under the Agreement may not be used to extend, and will not be applicable to, the Financing Deadline, Closing Date, or any other deadline stated in the Agreement, this Amendment or the EEA.
14. **Schedule of Performance.** Attachment 4 is hereby deleted and replaced with the Attachment 4 attached to this Amendment as Exhibit C.
15. **Miscellaneous.** All recitals and exhibits are incorporated and made a part of this Amendment. Except as modified herein, the Agreement remains in full force and effect. In the event of a conflict or an inconsistency between this Amendment and the Agreement, the terms and conditions of this Amendment shall control.

[End of Text]

EXECUTED EFFECTIVE as of the Effective Date.

_____, 2020

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF
TWIN FALLS

By _____
Cindy R. Bond, Chair

_____, 2020

DEVELOPER:

ONESIXTY LLC, an Idaho limited liability
company

By: GO QOZ TWIN FALLS LLC, an Idaho
limited liability company

Its Sole Member

By: GALENA OPPORTUNITY, INC.,
an Idaho corporation

Its Manager

By: _____
Bill Truax, President

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2020, before me, _____, the undersigned notary public in and for said county and state, personally appeared Cindy Bond, known or identified to me to be the Chair of URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, the public body, corporate and politic, that executed the within instrument on behalf of said Agency, and acknowledged to me that such Agency executed the same for the purposes herein contained.

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 _____

STATE OF IDAHO)
) ss.
County of _____)

On this _____ day of _____, 2020, before me, _____, a Notary Public in and for said State, personally appeared Bill Truax, known or identified to me to be the President of GALENA OPPORTUNITY, INC., an Idaho corporation, the Manager of GO QOZ TWIN FALLS LLC, an Idaho limited liability company, the Sole Member of ONESIXTY LLC, a limited liability company, "Developer" herein, and acknowledged to me that he executed the within instrument on behalf of said Developer for the purposes herein contained.

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 _____

EXHIBIT A TO AMENDMENT

ATTACHMENT 3

[2 pages attached]



160 Twin Data
19-043

Pivot North
6/5/2020

	retail/ retail stor.	office/ office rr	lobby/res. Amen.	residential	deck	corridor	vert. circ.	utility/BOH	Subtotal
level 1	3,777	825	1,333			438	1,086	1,202	8,661
level 2	-	7,991					482	61	8,534
level 3	-	-		7,189	517	699	442	66	8,913
level 4	-	-		7,617	517	699	442	66	9,341
level 5	-	-		7,617	88	709	442	66	8,922
level 6	-	-		7,616	88	709	442	66	8,921
Subtotal:	3,777	8,816	1,333	30,039	1,210	3,254	3,336	1,527	53,292

EXHIBIT B TO AMENDMENT

ATTACHMENT 6

[9 pages attached]





Twin Falls Mixed Use- RFP
ELEVATIONS

SCALE: 1/16" = 1'-0"



NORTH ELEVATION

Fiberon composite cladding
(ipe), used as infill and at soffit

Standard running bond face brick
(Mutual Materials
grey/brown blend, Mission)

Soldier course lintel

Stacked bond

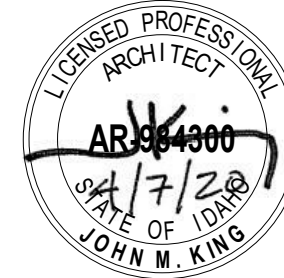
Twin Falls Mixed Use- RFP
ELEVATIONS

SCALE: 1/16" = 1'-0"



PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivotnorthdesign.com

STAMP



GENERAL NOTES

1. RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES.
2. RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS

Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions:

AGENCY REVIEW SET - 4.7.2020

Project No:	19-043
Date:	4.7.2020
Checked By:	JK
Drawn By:	CB
Sheet Name:	

BUILDING
ELEVATIONS

Sheet No:

A3.01

LEGEND - MATERIALS

MATERIAL	COLOR / SHADE
B-1 BRICK - RUNNING BOND	GOLDENROD MUTUAL MATERIALS
B-2 BRICK - SOLDIER COURSE	GOLDENROD MUTUAL MATERIALS
B-3 BRICK - STACK BOND	DESERT WHITE MUTUAL MATERIALS
C-1 CMU BLOCK	LIGHT GRAY
E-1 EIFS - 4" SAND FINISH	DEW383 COOL DECEMBER
E-2 EIFS - 2" SAND FINISH	DE6348 DRAW YOUR SWORD
S-1 CEMENTITIOUS BOARD AND BATTEN SMOOTH WALL PANEL, 4/4 X 2.5" BATTEN @ 16" O.C.	DE6348 DRAW YOUR SWORD
S-2 HORIZONTAL CEMENT FIBER TRADITIONAL LAP SIDING, WOOD GRAIN FINISH	CEDAR
S-3 CEMENT FIBER TRIM BOARDS SMOOTH	DE6537 BLACK TIE
S-4 CEMENT FIBER WALL PANEL SMOOTH	DE6537 BLACK TIE
S-5 CEMENT FIBER WALL PANEL SMOOTH	DE6348 DRAW YOUR SWORD
M-1 PERFORATED METAL PANEL 1/2" ROUND HOLES ON 11/16"	DE6348 DRAW YOUR SWORD
M-2 METAL "C" CHANNEL	DE6537 BLACK TIE
SF STOREFRONT	BLACK
W-1 VINYL WINDOW MULLION	BLACK EXTERIOR/ WHITE INTERIOR

C3 EXTERIOR ELEVATION - NORTH
A3.01 1/8" = 1'-0"



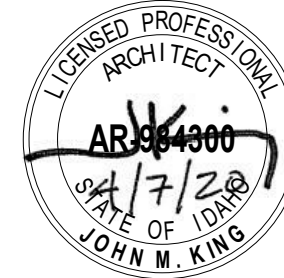
E3 EXTERIOR ELEVATION - SOUTH
A3.01 1/8" = 1'-0"



PIVOT NORTH
architecture

PIVOT NORTH ARCHITECTURE, PLLC.
1101 W. GROVE STREET
BOISE, ID 83702
www.pivnorthdesign.com

STAMP



NOTES - REFERENCE NOTES

GENERAL NOTES

- RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES.
- RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS

Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions:

AGENCY REVIEW SET - 4.7.2020

Project No:	19-043
Date:	4.7.2020
Checked By:	JK
Drawn By:	CB
Sheet Name:	

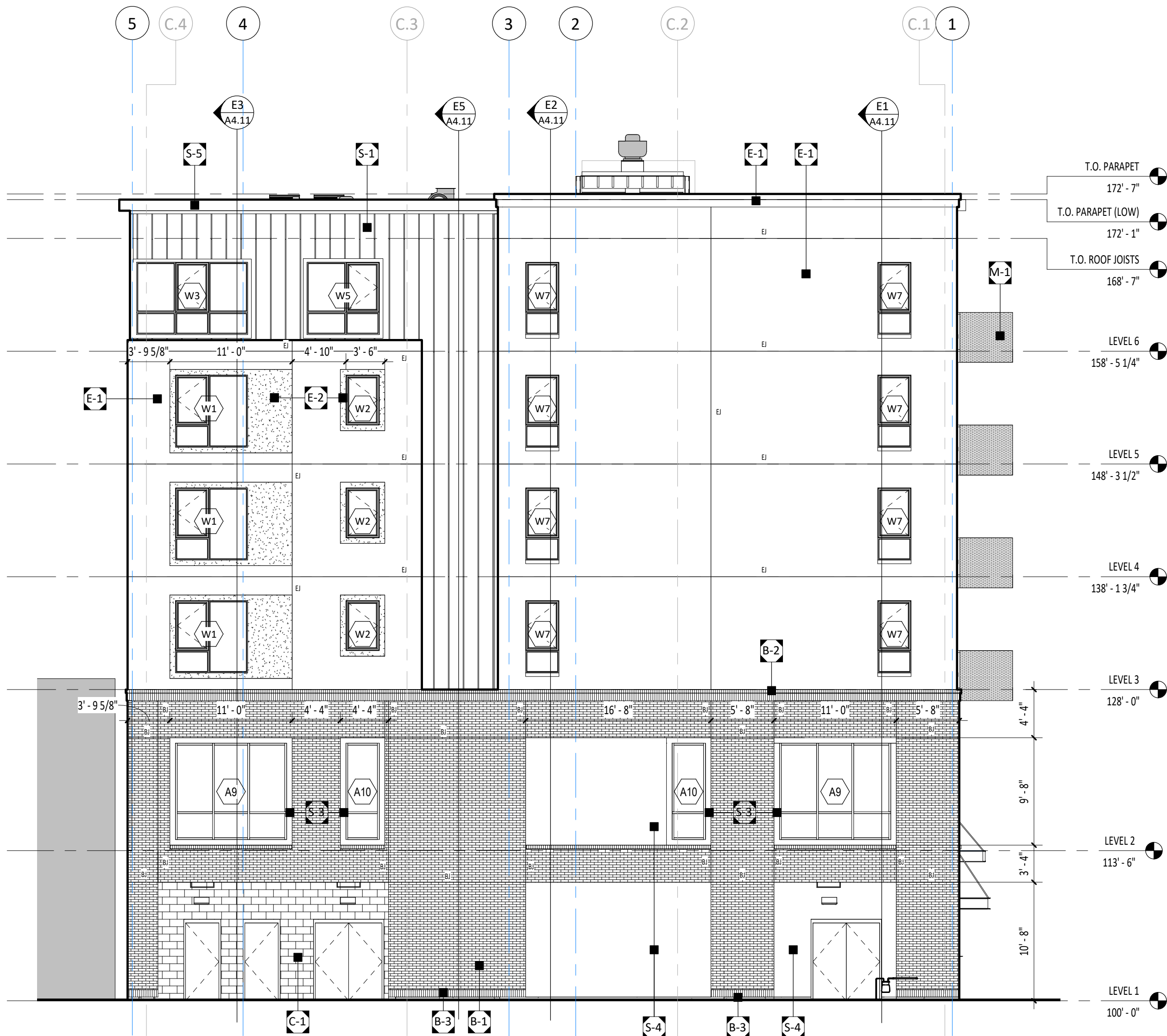
BUILDING
ELEVATIONS

Sheet No:

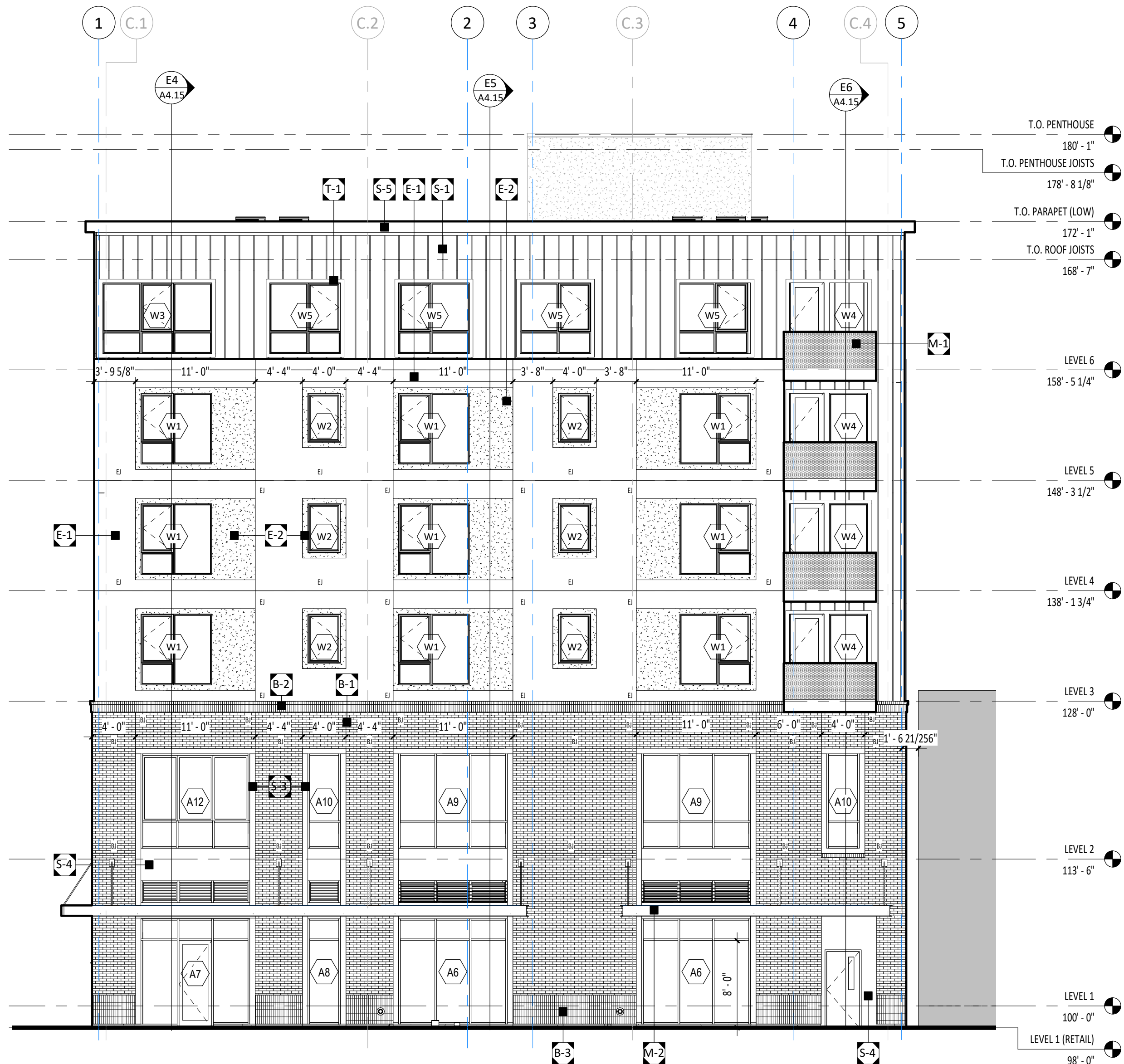
A3.02

LEGEND - MATERIALS

MATERIAL	COLOR / SHADE
BRICK - RUNNING BOND	GOLDENROD MUTUAL MATERIALS
BRICK - SOLDIER COURSE	GOLDENROD MUTUAL MATERIALS
BRICK - STACK BOND	DESERT WHITE MUTUAL MATERIALS
CMU BLOCK	LIGHT GRAY
EIFS - 4" SAND FINISH	DEW383 COOL DECEMBER
EIFS - 2" SAND FINISH	DE6348 DRAW YOUR SWORD
CEMENTITIOUS BOARD AND BATTEN SMOOTH WALL PANEL, 4/4 X 2.5" BATTEN @ 16" O.C.	DE6348 DRAW YOUR SWORD
HORIZONTAL CEMENT FIBER TRADITIONAL LAP SIDING, WOOD GRAIN FINISH	CEDAR
CEMENT FIBER TRIM BOARDS SMOOTH	DE6537 BLACK TIE
CEMENT FIBER WALL PANEL SMOOTH	DE6537 BLACK TIE
CEMENT FIBER WALL PANEL SMOOTH	DE6348 DRAW YOUR SWORD
PERFORATED METAL PANEL 1/2" ROUND HOLES ON 11/16"	DE6348 DRAW YOUR SWORD
METAL "C" CHANNEL	DE6537 BLACK TIE
STOREFRONT	BLACK
VINYL WINDOW MULLION	BLACK EXTERIOR/ WHITE INTERIOR



C3 EXTERIOR ELEVATION - WEST
A3.02 1/8" = 1'-0"



E3 EXTERIOR ELEVATION - EAST
A3.02 1/8" = 1'-0"

1 2 3 4 5 6

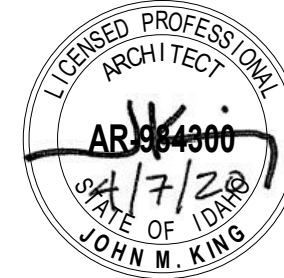
NOTES - REFERENCE NOTES



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architecture

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GENERAL NOTES

- RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES
- RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS

A

B

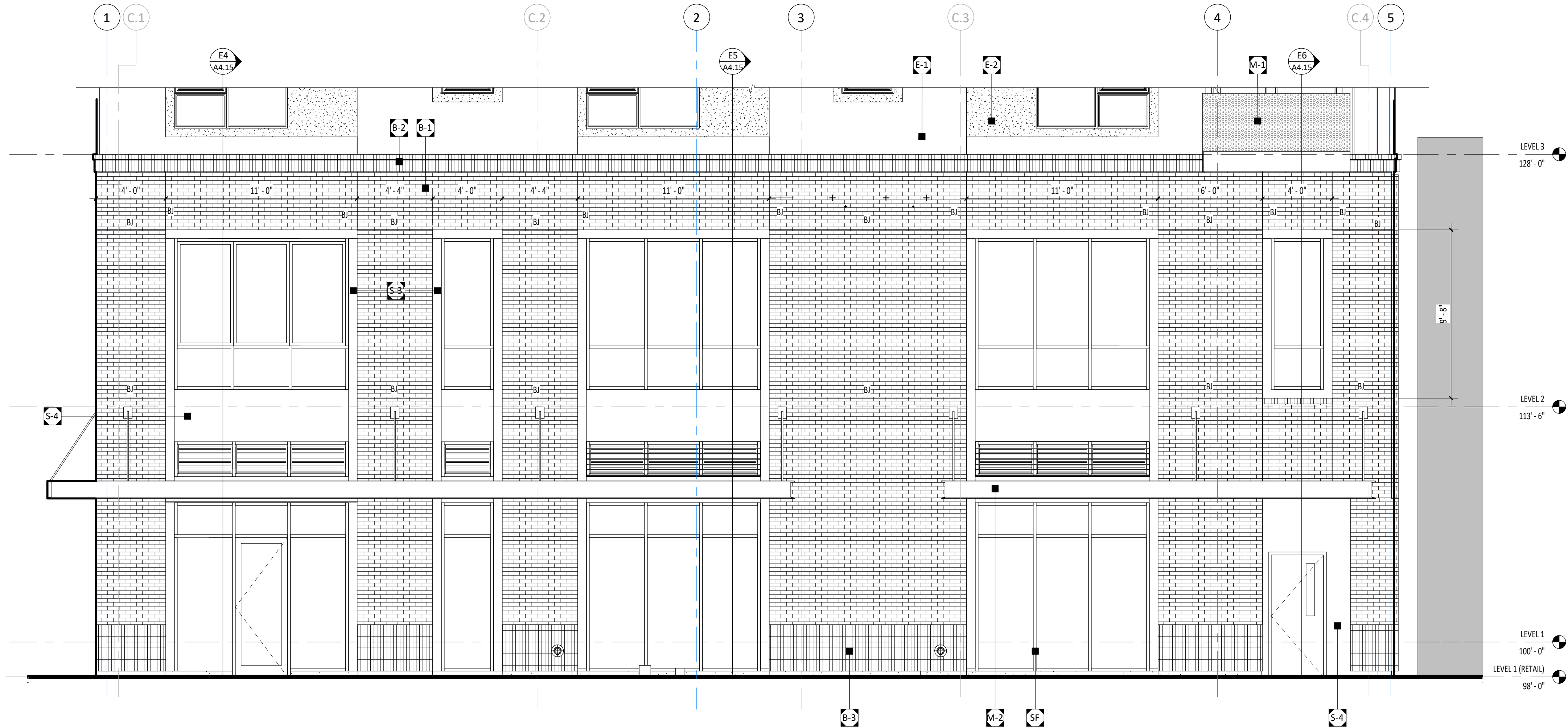
C

D

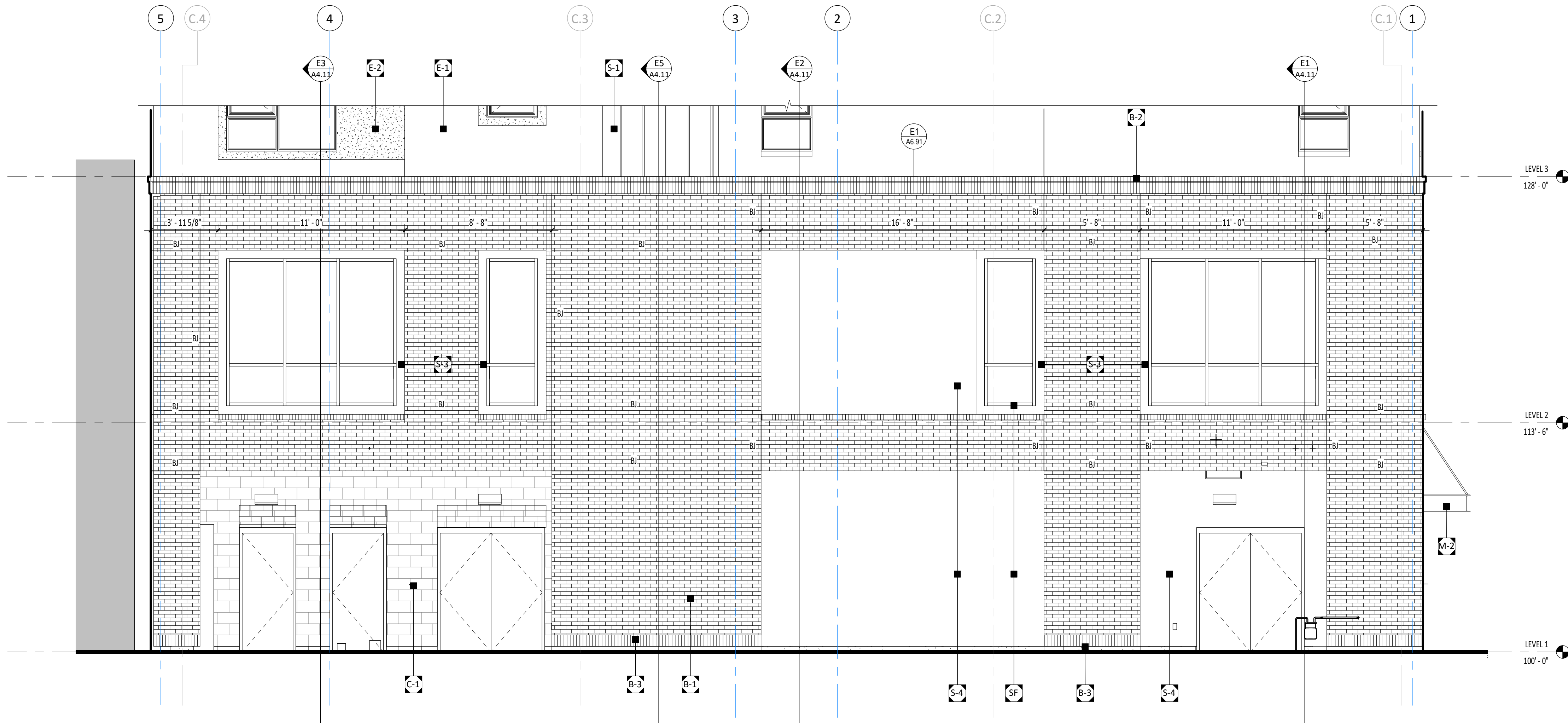
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LEGEND - MATERIALS

MATERIAL	COLOR / SHADE
B-1 BRICK - RUNNING BOND	GOLDENROD MUTUAL MATERIALS
B-2 BRICK - SOLDIER COURSE	GOLDENROD MUTUAL MATERIALS
B-3 BRICK - STACK BOND	DESERT WHITE MUTUAL MATERIALS
C-1 CMU BLOCK	LIGHT GRAY
E-1 EIFS - 4" SAND FINISH	DEW383 COOL DECEMBER
E-2 EIFS - 2" SAND FINISH	DE6348 DRAW YOUR SWORD
S-1 CEMENTITIOUS BOARD AND BATTEN SMOOTH WALL PANEL 4/4 X 2.5" BATTEN @ 16" O.C.	DE6348 DRAW YOUR SWORD
S-2 HORIZONTAL CEMENT FIBER TRADITIONAL LAP SIDING, WOOD GRAIN FINISH	CEDAR
S-3 CEMENT FIBER TRIM BOARDS SMOOTH	DE6537 BLACK TIE
S-4 CEMENT FIBER WALL PANEL SMOOTH	DE6537 BLACK TIE
S-5 CEMENT FIBER WALL PANEL SMOOTH	DE6348 DRAW YOUR SWORD
M-1 PERFORATED METAL PANEL 1/2" ROUND HOLES ON 11/16"	DE6348 DRAW YOUR SWORD
M-2 METAL 'C' CHANNEL	DE6537 BLACK TIE
SF STOREFRONT	BLACK
W-1 VINYL WINDOW MULLION	BLACK EXTERIOR/ WHITE INTERIOR



C2
A3.31
ENLARGED EXTERIOR ELEVATION - EAST
1/4" = 1'-0"



E2
A3.31
ENLARGED EXTERIOR ELEVATION - WEST
1/4" = 1'-0"

Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions:

AGENCY REVIEW SET - 4.7.2020

Project No: 19-043
Date: 4.7.2020
Checked By: JK
Drawn By: CB
Sheet Name:

ENLARGED BUILDING
ELEVATIONS - EAST &
WEST

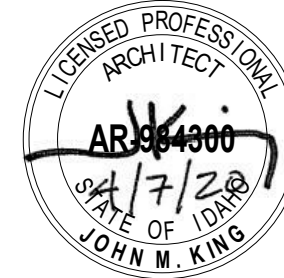
Sheet No:

A3.31



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NOTES - REFERENCE NOTES

GENERAL NOTES

- RE: FLOOR PLANS FOR EXTERIOR DOOR AND WINDOW TYPES
- RE: WALL SECTIONS FOR ADDITIONAL CHAMFER BLOCK AND BANDING LOCATIONS

Project:
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160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions:

Project No: 19-043
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Sheet Name:

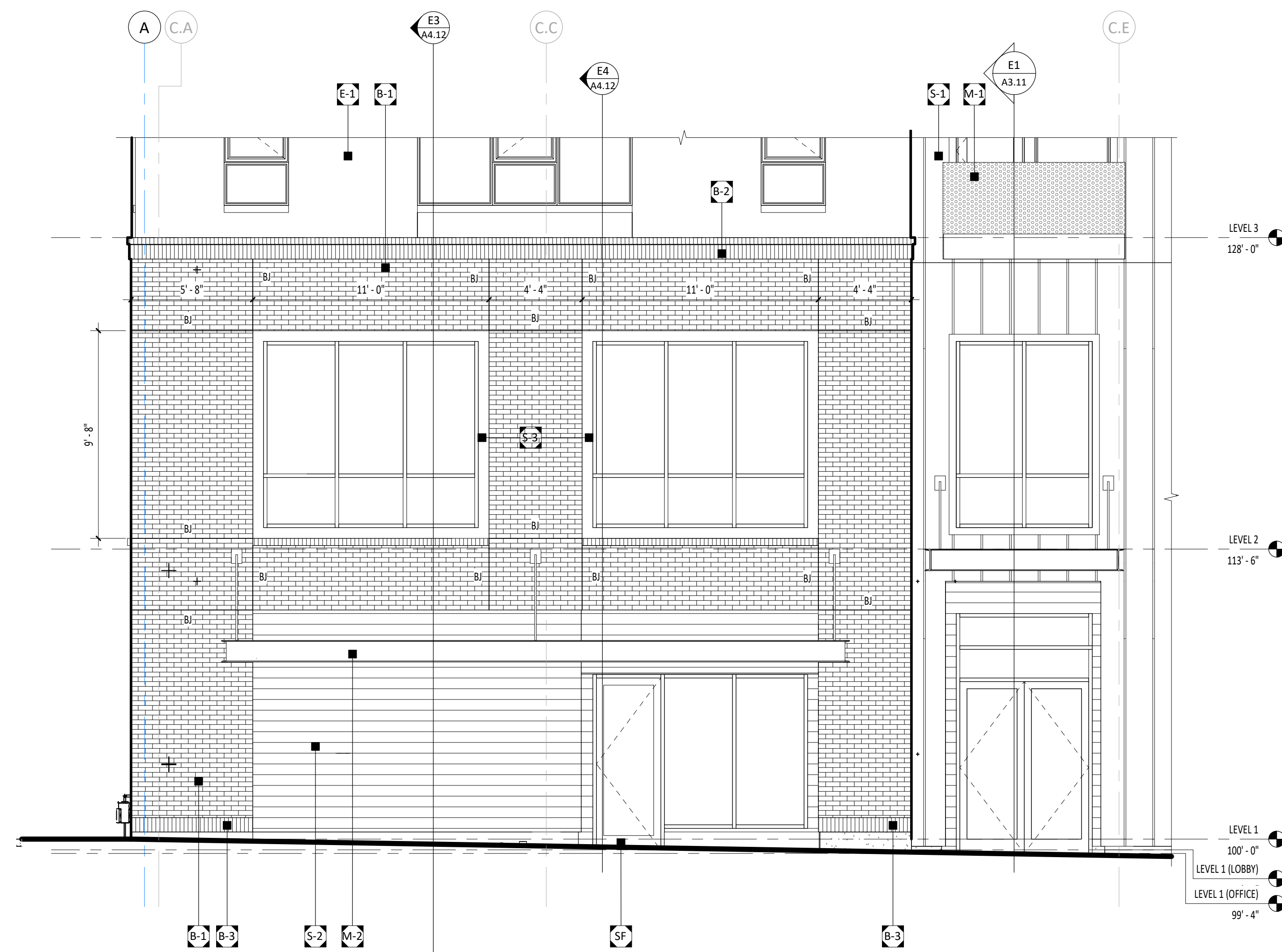
ENLARGED BUILDING
ELEVATIONS - SOUTH

Sheet No:

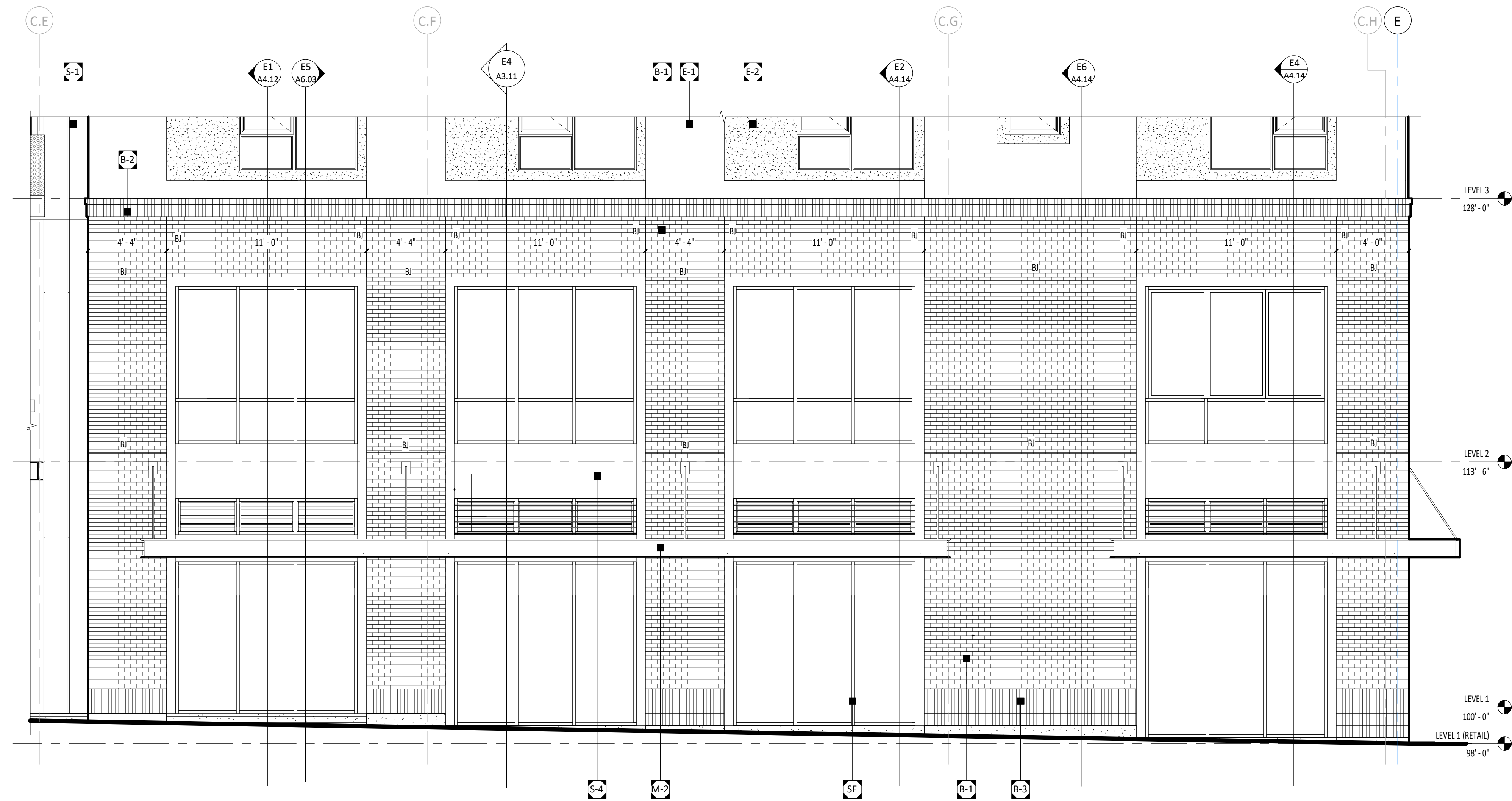
A3.32

LEGEND - MATERIALS

MATERIAL	COLOR / SHADE
B-1 BRICK - RUNNING BOND	GOLDENROD MUTUAL MATERIALS
B-2 BRICK - SOLDIER COURSE	GOLDENROD MUTUAL MATERIALS
B-3 BRICK - STACK BOND	DESERT WHITE MUTUAL MATERIALS
C-1 CMU BLOCK	LIGHT GRAY
E-1 EIFS - 4" SAND FINISH	DEW383 COOL DECEMBER
E-2 EIFS - 2" SAND FINISH	DE6348 DRAW YOUR SWORD
S-1 CEMENTITIOUS BOARD AND BATTEN SMOOTH WALL PANEL, 4/4 X 2.5" BATTEN @ 16" O.C.	DE6348 DRAW YOUR SWORD
S-2 HORIZONTAL CEMENT FIBER TRADITIONAL LAP SIDING, WOOD GRAIN FINISH	CEDAR
S-3 CEMENT FIBER TRIM BOARDS SMOOTH	DE6537 BLACK TIE
S-4 CEMENT FIBER WALL PANEL SMOOTH	DE6537 BLACK TIE
S-5 CEMENT FIBER WALL PANEL SMOOTH	DE6348 DRAW YOUR SWORD
M-1 PERFORATED METAL PANEL 1/2" ROUND HOLES ON 11/16"	DE6348 DRAW YOUR SWORD
M-2 METAL 'C' CHANNEL	DE6537 BLACK TIE
SF STOREFRONT	BLACK
W-1 VINYL WINDOW MULLION	BLACK EXTERIOR/ WHITE INTERIOR



C2 ENLARGED EXTERIOR ELEVATION - SOUTH 1
A3.32 1/4" = 1'-0"



E2 ENLARGED EXTERIOR ELEVATION - SOUTH 2
A3.32 1/4" = 1'-0"

AGENCY REVIEW SET - 4.7.2020

A

B

C

D

E

1

2

3

4

5

6

E2
G2.01

LEVEL 1-EXITING AND OCCUPANCY PLAN
1/8" = 1'-0"

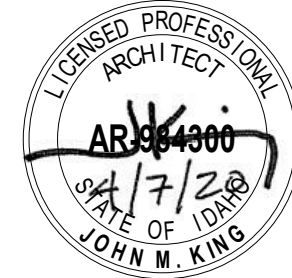
LEGEND

- ROOM NAME
OCCUPANCY CLASSIFICATION (PER IBC CHAPTER 3)
- ROOM OCCUPANT LOAD (PER IBC TABLE 1004.1.2)
- WIDTH OF EGRESS COMPONENT
DIRECTION OF EXITING
COLLECTIVE NUMBER OF OCCUPANTS
OCCUPANT CAPACITY OF EGRESS COMPONENT
DIRECTION OF EXITING
COLLECTIVE NUMBER OF OCCUPANTS
- EXITING TRAVEL DISTANCE
- FIRE BARRIER - 1-HOUR FIRE-RESISTIVE RATING PER IBC SECTION 706 WITH 45-MINUTE RATED OPENING PROTECTIVES PER IBC TABLE 716.5
- FIRE BARRIER - 2-HOUR FIRE-RESISTIVE RATING PER IBC SECTION 706 WITH 90-MINUTE RATED OPENING PROTECTIVES PER IBC TABLE 716.5
- FIRE BARRIER - 3-HOUR FIRE-RESISTIVE RATING PER IBC SECTION 706 WITH 90 MIN. RATED OPENING PROTECTIVES PER IBC TABLE 716.5



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Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions: △

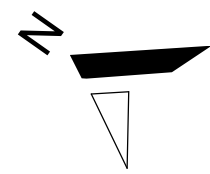
AGENCY REVIEW SET - 4.7.2020

Project No: 19-043
Date: 4.7.2020
Checked By: Checker
Drawn By: Author
Sheet Name:

LEVEL 1 - EXITING
AND OCCUPANCY
PLAN

Sheet No:

G2.01



A

B

C

D

E

1

2

3

4

5

6

LEGEND

- ROOM NAME
OCCUPANCY CLASSIFICATION (PER IBC CHAPTER 3)
- ROOM OCCUPANT LOAD (PER IBC TABLE 1004.1.2)
- WIDTH OF EGRESS COMPONENT
- DIRECTION OF EXITING
- COLLECTIVE NUMBER OF OCCUPANTS
- OCCUPANT CAPACITY OF EGRESS COMPONENT
- DIRECTION OF EXITING
- COLLECTIVE NUMBER OF OCCUPANTS
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- FIRE BARRIER - 3-HOUR FIRE-RESISTIVE RATING PER IBC SECTION 706 WITH 90 MIN. RATED OPENING PROTECTIVES PER IBC TABLE 716.5



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Project:
160 TWIN FALLS - MIXED USE

160 MAIN AVE. E., TWIN FALLS, ID 83301

Revisions: 3 City Comments Date 3

Project No: 19-043
Date: 4.7.2020
Checked By: Checker
Drawn By: Author

Sheet Name:

LEVEL 2 & 3 - EXITING
AND OCCUPANCY
PLAN

Sheet No:

G2.02

E1 LEVEL 2-EXITING AND OCCUPANCY PLAN
G2.02 1/8" = 1'-0"

E4 LEVEL 3-EXITING AND OCCUPANCY PLAN
G2.02 1/8" = 1'-0"

AGENCY REVIEW SET - 4.7.2020

EXHIBIT C TO AMENDMENT

ATTACHMENT 4

[1 page attached]

Exhibit C to Amendment: Attachment 4, Schedule of Performance, The OneSixty Project

[illegible]



Date: Monday, June 22, 2020
To: Urban Renewal Agency of the City of Twin Falls
From: Jesse Schuerman, Staff Engineer

ACTION ITEM

Request:

Consideration of a request to approve an expenditure of \$22,790.00 for engineering and design of storm drain improvements in an alleyway adjacent to Second Avenue South.

Time Estimate:

N/A

Background:

For many years there has been a storm drainage problem in the alleyway behind Fisher's Technology and the new 2nd Avenue South Development. This is the alleyway contained by 3rd. Avenue S., 2nd Avenue S., Idaho St. S., and Hansen St. S.

Storm water design requires survey grade elevations, profiles, and stationing to eliminate potential problems with water flow to the storm system. Existing building door thresholds, valley gutter grades, and existing gutter/catch basin facilities will be considered and factored into the attached proposed scope of services by the engineering consultant.

Time is also sensitive considering we would like to coordinate our work and design with the 2nd Avenue Market Construction.

Approval Process:

Requires URA approval.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Staff recommends Urban Renewal Agency allow the Urban Renewal Agency Director to authorize J-U-B Engineers, Inc. to perform the design and project management services for a sum of \$22,790.

Attachments:

1. JUB - 3rd Ave Alley Drainage_SOW (1)



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Attachment 1 – Scope of Services, Basis of Fee, and Schedule

PROJECT NAME: 3rd Ave Alley Grading

CLIENT: City of Twin Falls URA

J-U-B PROJECT NUMBER: 60-20-XXX

CLIENT PROJECT NUMBER: -

ATTACHMENT TO:

☒ **AGREEMENT DATED: 6/10/2020; or**

☐ **AUTHORIZATION FOR ADDITIONAL SERVICES**

The referenced Agreement for Professional Services executed between J-U-B ENGINEERS, Inc. (J-U-B) and the CLIENT is amended and supplemented to include the following provisions regarding the Scope of Services, Basis of Fee, and/or Schedule:

PART 1 - PROJECT UNDERSTANDING

J-U-B's understanding of this project's history and CLIENT's general intent and scope of the project are described as follows:

There are drainage concerns in the alleyway behind the old Salvation Army building location (between 2nd Ave South and 3rd Ave South, and Hansen Street South and Idaho Street South. The City Urban Renewal Agency (URA) would like to correct the alleyway drainage to reduce storm-water impacts and risks to adjacent properties. It is anticipated that some of the grading and drainage will need to run through the Hansen Street side of the Fisher Building's parking lot. It is understood that the URA intends to have the City Street Department do the grading and gravel work, and will likely contract any paving and concrete work. The figure at the end of this Attachment 1 depicts the expected area of work:

PART 2 - SCOPE OF SERVICES BY J-U-B

J-U-B's Services under this Agreement are limited to the following tasks. Any other items necessary to plan and implement the project, including but not limited to those specifically listed in PART 3, are the responsibility of CLIENT.

A. Task 010: Project Management

1. Set up project into J-U-B's financial and record keeping systems for document retention and project controls.
2. Conduct project planning and risk assessment.
3. Coordinate quality assurance / quality control (QA/QC) processes.
4. Communicate and coordinate J-U-B team activities with progress meetings as required.
5. Communicate and coordinate subconsultant activities under J-U-B, if necessary.
6. Regularly monitor project status, budget and schedule.
7. Attend 1 client meeting to report project status and 1 meeting to review the design concept.
8. Provide a monthly invoice including budget status.
9. Provide ongoing document handling and filing.

B. Task 020: QC Reviews

1. Conduct internal reviews at appropriate phases for quality control and assurance.

C. Task 030: Topographic Survey

1. Research and prepare survey data for the field crew to use in performing the topographic survey.
2. Collect on-site topographic data by J-U-B survey crew.

3. Process collected topographic data.
4. Prepare CAD base files from the processed topographic data, and review for completeness.
5. Review and include Right-of-Way and boundary data and check calculations.
6. Deliverables to consist of CAD Base File in AutoCAD dwg format.

D. Task 040: Construction Plans

1. Based on the results of the topographic survey J-U-B will design drainage improvements to convey storm water runoff towards Hansen Street, Idaho Street 2nd Avenue South.
2. J-U-B will design drainage improvements to convey storm water along the Fisher parking lot (across the side closest to Hansen Street) and to the gutter along 2nd Ave South which will requires a sidewalk scupper/under-drain.
3. Prepare Construction Plans and details for the proposed improvements. The plans are expected to consist of 11"x17" sheets including a Cover, General Notes, three (3) Plan & Profile sheets, and a Detail sheet. Quantities for construction items will be shown on the respective Plan and Profile Sheets.
4. Deliverables for this Task:
 - a. Construction Plans (11x17 format)

E. Task 050: Construction Support Services

1. Respond to contractor and city questions during construction: 4 site visits are anticipated, and 20-hours have been estimated for this task.
 - a. This Task does not include construction observation or testing.
 - b. It is anticipated that this Construction support will deal mainly with
 - i. Questions arising about connecting proposed improvements with the existing buildings
 - ii. The work through the Fischer Parking area
 - c. It is anticipated that Nathan Bishop will provide construction oversight and testing for the work done on private property. Mr. Bishop is the Contractor for the Lessees of the former Salvation Army building.

F. Task 060: Project Closeout

1. Archive paper and electronic files and records.
2. Communicate the project completion to CLIENT and other affected agencies and stakeholders, as required.
3. Close financial billing and accounting records in J-U-B's financial and record-keeping systems.

PART 3 - CLIENT-PROVIDED WORK AND ADDITIONAL SERVICES

A. CLIENT-Provided Work - CLIENT is responsible for completing, or authorizing others to complete, all tasks not specifically included above in PART 2 that may be required for the project including, but not limited to:

1. Provide communication and stakeholder liaison work with the adjacent property owners and tenants.
2. Secure permission for the drainage improvements to cross the Hansen Street side of the Fisher building parking lot.
3. Provide bid and bid-support services for the project.
4. Provide construction support services for all work within public right-of-way, including testing and record drawings.

B. Additional Services - CLIENT reserves the right to add future tasks for subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule. These future tasks, to be added by amendment at a later date as Additional Services, may include:

1. Prepare bid and contractor agreement documents, and provide project bidding services.
2. Provide construction observation and support services

3. Prepare Record Drawings

PART 4 - BASIS OF FEE AND SCHEDULE OF SERVICES

A. CLIENT shall pay J-U-B for the identified Services in PART 2 as follows:

1. For Time and Materials fees:
 - a. For all services performed on the project, Client shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each class of J-U-B's personnel times J-U-B's standard billing rates.
 - b. Client shall pay J-U-B for Reimbursable Expenses times a multiplier of 1.1
 - c. Client shall pay J-U-B for J-U-B's Consultants' charges times a multiplier of 1.1.
2. J-U-B may alter the distribution of compensation between individual tasks to be consistent with services actually rendered while not exceeding the total project amount.

B. Period of Service: If the period of service for the task identified above is extended beyond 12 months, the compensation amount for J-U-B's services may be appropriately adjusted to account for salary adjustments and extended duration of project management and administrative services.

C. CLIENT acknowledges that J-U-B will not be responsible for impacts to the schedule by actions of others over which J-U-B has no control.

D. The following table summarizes the fees and anticipated schedule for the services identified in PART 2.

Task Number	Task Name	Fee Type	Amount	Anticipated Schedule
010	Project Management	Time and Materials (Estimated Amount Shown)	\$2,850	Concurrent with work progress
020	QC Reviews	Time and Materials (Estimated Amount Shown)	\$890	Concurrent with work progress
030	Topographic Survey	Time and Materials (Estimated Amount Shown)	\$4,580	Draft for CLIENT review 3 weeks after executed contract, notice to proceed, and receipt of all required data
040	Construction Plans	Time and Materials (Estimated Amount Shown)	\$10,460	Concurrent with work progress
050	Construction Support Services	Time and Materials (Estimated Amount Shown)	\$3,290	Concurrent with work progress
060	Project Closeout	Time and Materials (Estimated Amount Shown)	\$720	At end of project
Total:			\$22,790	

NOTE on Coronavirus and Schedule: J-U-B is committed to meeting your project schedule commitments as delineated above. As our response to the COVID-19 pandemic, J-U-B is engaging in safety procedures in help to protect clients, staff, their families, and the public. Our staff or offices may be subject to quarantine or other interruptions. Since COVID-19 impacts are beyond J-U-B's control, we are not responsible for the force majeure impacts to delivery timelines, or subsequent project delays and related claims, costs, or damages. Should circumstances related to the COVID-19 issue arise with J-U-B staff or in a J-U-B office that will impact our delivery schedule, we will notify you of the circumstances and mutually agree to a schedule adjustment.

E. Retainer. CLIENT will pay J U B a retainer of \$ 0.00 prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.

Exhibit(s):

- Standard Exhibit A: Construction Phase Services

Depiction of Expected Work Area.



For internal J-U-B use only:

PROJECT LOCATION (STATE): Idaho

TYPE OF WORK: City

R&D: Yes

GROUP: Transportation

PROJECT DESCRIPTION(S):

1. Urban Renewal/Community Development (U02)
2. Stormwater (S13)