THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Agenda

Monday, July 13, 2020, 12:00 PM

City Council Chambers
203 Main Avenue East- Twin Falls, Idaho

Members: Rudy Ashenbrener, Cindy Bond, Andy Hohwieler, Doug Vollmer, Dan Brizee, Jan Rogers, Alexandra Caval

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 June 8, 2020 meeting; 2) Minutes for June 22, 2020 special meeting; 3) June 2020 Financial Report; 4) July 2020 Accounts Payable.
4) Reports/Updates
   a) **INFORMATIONAL:** Executive Director's Report
5) Items of Consideration
   a) **ACTION ITEM:** Annual Election of Officers (Chair, Vice Chair, and Secretary)
      By: Nathan Murray, Executive Director
   b) **ACTION ITEM:** Consideration of a request to adopt the preliminary budget amount of $10,391,196 and schedule a public hearing to take place during the scheduled August 10th meeting to take public input.
      By: Brent Hyatt, Assistant Finance Officer
   c) **ACTION ITEM:** Consideration of a request to sign Resolution No. 2020-11 approving the Fourth Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South Development to address a demolition contingency.
      By: Nathan Murray, Executive Director
   d) **ACTION ITEM:** Consideration of a request to approve an engineering design to mitigate drainage issues for the alleyway between 2nd Avenue West and 3rd Avenue, and Gooding Street and Shoshone Street in the amount of $11,600.00.
      By: Jesse Schuerman, Staff Engineer
6) General Input/Announcements - Public/Staff
7) Upcoming Meeting(s)
   a) Monday, August 10, 2020 @ 12:00 PM
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.

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Minutes

Monday, June 8, 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) Instructions for Public Comment

a) To provide public comment(s) relating to items on this agenda, please email them to **lbauer@tfid.org**. Put "Public Comment" in the subject line. Email must be received no later than 11:45 a.m. on the date of this meeting.

2) Confirmation of Quorum/Call Meeting to Order

Present:	Dexter Ball, Doug Vollmer, Cindy Bond, Rudy Ashenbrener, Suzzane Cawthra, Andy Hohwieler, Perri Gardner
Absent:	None.
Staff Present:	Nathan Murray, Executive Director; Jesse Schuerman, Engineer; Lorrie Bauer, Recording Secretary; Brent Hyatt, Assistant Finance Officer; Don Hall, County Commissioner; Ruth Pierce, City Council Liaison; and Meghan Conrad, Special Counsel

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

3) Consent Calendar

a) Request to approve 1) Minutes for May 11, 2020 meeting; 2) Minutes for May 21, 2020 meeting; 3) May 2020 Financial Report; 3) June 2020 Accounts Payable.
MOTION: Andy Hohwieler moved to approve the consent calendar. Rudy Ashenbrener seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

4) Reports/Updates

a) Executive Director's Report
Nathan Murray shared the interviews have concluded for the three open board seats beginning in July. The City Council will be asked to approve the appointments of Dan Brizee, Jan Rogers, and Alexandra Caval on June 15th.

5) Items of Consideration

a) Presentation by the Children's Museum of the Magic Valley.
Judy Baxter, founding board member of the Children's Museum of the Magic Valley, and Bethany Bell, board president, presented an overview of their project to open a children's museum in downtown Twin Falls by 2023. The building would be approximately 10,000 SF with outside space available for exhibits and parking. Possible locations for the museum include the parking lot on 4th Street and property on 2nd Street. Ms. Bell asked for the Agency's support as they believe this project would be a remarkable finally to the closing of the current downtown allocation area. Nathan Murray shared information about the properties. Discussion ensued. The general consensus of the board was positive; therefore, future conversations will be scheduled in order to help them move forward with their project.

b) Presentation by Bill Truax of the Galena Fund regarding development of 160 Main Ave S.

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Bill Truax explained the current status of the project. They are currently in the permitting process and a building permit should be issued soon. A demolition permit could be pulled now, but there are still some structural connections to the Extreme Staffing building being reviewed. He shared they tried to negotiate a contract for the development, but the numbers were 35% higher than what they estimated for the total build cost. They made revisions and expect contractor costs to be closer to their estimate within the next 4-5 weeks. Their biggest issue pertains to the evidence of financing covenant of the Disposition & Development Agreement (DDA) to the costs, but that has not changed their commitment or desire to move forward with the project.

Special Counsel, Meghan Conrad, shared the DDA states the closing is to occur by June 29th. The Agency will not close unless financing is in place. The Evidence of Financing provision deadline has already been changed twice. If the Board wants to continue forward with the project, a special meeting is necessary to approve an amendment that pushes out the deadlines, again, of the DDA. If the Board does not want to proceed with the project, termination provisions can be presented. It is necessary to get in line with the deadlines and milestones of the DDA.

Mr. Truax added the demolition could happen prior to closing if approved by the Agency. Discussion ensued. The general consensus of the board included another 90-day extension and to proceed with demolition prior to closing.

A special meeting will be scheduled in two weeks for consideration to amend the DDA.

c) Presentation of Certificate of Appreciation and Recognition of Service to Dexter Ball, Perri Gardner, and Suzzane Cawthra.
Nathan recognized three departing members and thanked them for their service.

6) General Input/Announcements - Public/Staff
None.

7) Upcoming Meeting(s)

a) Monday, July 13, 2020 at 12:00 p.m.

8) Adjournment
The meeting adjourned at 12:54 PM.

Lorrie Bauer, Recording Secretary

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THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Urban Renewal Agency
Minutes

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

Present:	Rudy Ashenbrener, Andy Hohwieler, Dexter Ball, Perri Gardner, Suzzane Cawthra, Cindy Bond
Absent:	Doug Vollmer
Staff Present:	Nathan Murray, Executive Director; Jesse Schuerman, Engineer; Lorrie Bauer, Recording Secretary; Brent Hyatt, Assistant Finance Officer; Jonathan Spendlove, P&Z Manager; and Meghan Conrad, Special Counsel

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

2) Conflict of Interest Declaration
None.

3) Items of Consideration

a) 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.
Nathan introduced the agenda item by reviewing the amendment, mainly Exhibit C. The two primary changes include 1) the Developer must provide proof of financing by the end of August, and 2) Demolition and Closing must happen by September 30th. He shared the issues the Developer has had and that he is asking for another extension. Special Counsel, Megan Conrad, further explained the process and changes to the agreement by this Third Amendment. Discussion ensued. The developer has submitted all documentation for the demolition permit and when demolition is complete, the Agency will reimburse its costs as previously agreed. This will create a project ready site.
MOTION: Rudy Ashenbrener moved to sign Resolution 2020-10 approving the Third Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South development. Perri Gardner seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

b) 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.
Nathan explained the item to be considered showing a map of the alley between Hansen &

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Idaho on 2nd Avenue South and 3rd Avenue South. Flooding at most of the businesses has occurred over the years as a result of the flow of stormwater. Jesse Schuerman added a consultant has created a scope for services to include design, survey, and some construction support to fix the draining problems.

The costs are within the budget. Coordination with the City street department resources will be done as much as possible.

MOTION: Andy Hohwieler moved to approve the request of an expenditure of $22,790 for engineering and design of storm drain improvements adjacent to Second Avenue South. Suzzane Cawthra seconded the motion. Roll call vote showed all members present voted. Approved 6 to 0.

4) Upcoming Meeting(s)

a) Monday, July 13, 2020 at 12:00 p.m.

5) Adjournment

The meeting adjourned at 12:31 PM.

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Lorrie Bauer, Recording Secretary

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

		Jun 20
Ordinary Income/Expense		
Income		
Investment Income		3,417.47
Property Taxes		118,483.44
Rental Income		1,333.33
Sale of Assets		102,250.00
Total Income		225,484.24
Gross Profit		225,484.24
Expense		
RAA 4-1		
City Property Expense		
Commons (129 Hansen) & M...	1,599.42	
Bowyer Park (122 4th Ave S)	19.77	
City Property Expense - Other	774.37	
Total City Property Expense		2,393.56
Youth Ranch (160 Main Ave S)		357.44
2nd Ave Parking Lot (Goold)		6,585.23
Total RAA 4-1		9,336.23
Legal Expense		6,182.02
Meeting Expense		132.15
Office Expense		67.80
Total Expense		15,718.20
Net Ordinary Income		209,766.04
Net Income		**209,766.04**

Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD
October 2019 through June 2020

	Oct '19 - Jun 20	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	4,828.14			
Investment Income	66,250.45	65,100.00	1,150.45	101.8%
Property Taxes	5,571,657.64	8,027,512.00	-2,455,854.36	69.4%
Rental Income	11,999.98	15,996.00	-3,996.02	75.0%
Sale of Assets	102,250.00			
Total Income	5,756,986.21	8,108,608.00	-2,351,621.79	71.0%
Gross Profit	5,756,986.21	8,108,608.00	-2,351,621.79	71.0%
Expense				
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	16,927.54			
Bowyer Park (122 4th Ave S)	95.19			
City Property Expense - Other	970.36			
Total City Property Expense	17,993.09			
Downtown Art	8,997.50			
Youth Ranch (160 Main Ave S)	6,685.62			
2nd Ave Parking Lot (Goold)	74,885.23			
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	109,711.44	1,638,715.00	-1,529,003.56	6.7%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,604,910.73	1,604,911.00	-0.27	100.0%
Debt Pay. (Chobani) Principal	1,434,000.00	2,118,863.00	-684,863.00	67.7%
Total RAA 4-3 (Chobani)	3,038,910.73	3,723,774.00	-684,863.27	81.6%
Bond Trustee Fees	3,000.00	5,000.00	-2,000.00	60.0%
Community Relations & Website	0.00	500.00	-500.00	0.0%
Debt Payments - Interest	401,082.60	800,123.00	-399,040.40	50.1%
Debt Payments - Principal	375,000.00	2,895,000.00	-2,520,000.00	13.0%
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	31,902.03	30,000.00	1,902.03	106.3%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	862.43	2,500.00	-1,637.57	34.5%
Miscellaneous	900.00	500.00	400.00	180.0%
Office Expense	162.96	500.00	-337.04	32.6%
Prof. Dev.\Training	678.00	2,500.00	-1,822.00	27.1%
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	4,262,018.03	9,328,412.00	-5,066,393.97	45.7%
Net Ordinary Income	1,494,968.18	-1,219,804.00	2,714,772.18	-122.6%
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	**1,494,968.18**	**-1,219,804.00**	**2,714,772.18**	**-122.6%**

Urban Renewal Agency of Twin Falls - July 2020 Accounts Payable Listing

Check #	Date	Paid Amount	Name	Account	Fund	Memo
4068		Void				
4069	7/7/2020	75.02	City of Twin Falls	Youth Ranch (160 Main Ave S)	Rev Alloc 4-1	Water & Sewer / #130529 2020-06
4070	7/7/2020	3,127.50	Elam & Burke	Legal Expense	General	Professional Fees for May 2020 / 02 #185761
4070	7/7/2020	2,337.50	Elam & Burke	Legal Expense	Rev Alloc 4-1	160 Main Ave Fees for May 2020 / 03 #185762
4071	7/7/2020	9.78	Idaho Power	Bowyer Park (122 4th Ave S)	Rev Alloc 4-1	Power for #2220512228
4071	7/7/2020	199.04	Idaho Power	Commons (129 Hansen) & Main	Rev Alloc 4-1	Power for #2224040226
4071	7/7/2020	97.86	Idaho Power	Youth Ranch (160 Main Ave S)	Rev Alloc 4-1	Power for #2223719168
4072	7/7/2020	132.15	Lorrie Bauer	Meeting Expense	General	Lunch for 20200608 (Reimbursement)
4073	7/7/2020	56.40	Mason's Trophies & Gifts	Office Expense	General	Plaques for Retiring Members / #91880
4073	7/7/2020	11.40	Mason's Trophies & Gifts	Office Expense	General	Nameplates for New Members / #92015
4074	7/7/2020	715.98	Southern Idaho Landscape Cente	City Property Expense	Rev Alloc 4-1	Plants for the Planters on Main Av / #126243
4074	7/7/2020	58.39	Southern Idaho Landscape Cente	City Property Expense	Rev Alloc 4-1	Plants for the Planters on Main Av / #126295
4075	7/7/2020	9.79	Intermountain Gas Company	Youth Ranch (160 Main Ave S)	Rev Alloc 4-1	Gas for #06397230001
4075	7/7/2020	16.66	Intermountain Gas Company	Commons (129 Hansen) & Main	Rev Alloc 4-1	Gas for #73747812375
4076	7/7/2020	5,208.00	Moss Greenhouses, Inc.	Commons (129 Hansen) & Main	Rev Alloc 4-1	Hanging Baskets (x93) on Main Ave. / #SI-35992
4077	7/7/2020	97.75	PMT	Commons (129 Hansen) & Main	Rev Alloc 4-1	Broadband Services for #858403-2
4078	7/7/2020	2,000.00	Zions First National Bank	Bond Trustee Fees	Rev Alloc 4-4	Annual Trustee Fee - 2016A Bond / #8568617

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, July 13, 2020

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Executive Director

Executive Director's Report

1) 160 Main Ave. S - The demo and building permits for 160 Main have been approved, but we've run into another slight delay (which seems to be a theme with this project).

As you may be aware, part of the demo includes shoring up the neighboring building wall that is shared with 150 Main, occupied by Extreme Staffing. Extreme Staffing is in the process of selling their building and they are asking that we not enter the premises to do work until after they close which would be sometime mid to late August. Extreme will still be an occupant of the building after the sale, but the plan is that the owner will sell the building to an investment group, along with a lease back, with Extreme remaining as a tenant. They are concerned that crews doing work in the building will not only impact their day-to-day work flow, but impact inspections and other things necessary to sell the building so they've asked us to wait.

In the meantime, the Galena Group and their demo team have started some interior work, doing asbestos removal and taking out electrical and mechanical equipment from the building. This will last a couple of weeks. Galena is also working with their architect to find out what other options for structural compliance might be possible other than going inside the neighboring building. The URA is negotiating with Extreme Staffing and the possibility of relocating for 2-3 months with the URA covering those costs. Right now, we are not sure which solution we'll land on.

2) 215 Shoshone St. S - The Agency closed on this property on June 24th. Proceeds from the sale went to the Agency's funds for Area #4-1.

3) 2nd Avenue S - Given the development activity in the area of Hansen St. and 2nd Ave. S, and the estimated increase to pedestrian and vehicle activity that may result, I've asked the Stack Rock Group, a Landscape Architecture Firm from Boise, to propose some design elements that could be added to the parking lots and travel corridors to help improve the aesthetics of the area. I expect to review these at an upcoming meeting.

Attachments:

None

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, July 13, 2020

To: Urban Renewal Agency of the City of Twin Falls

From: Brent Hyatt, Assistant Finance Officer

ACTION ITEM

Request:

Consideration of a request to adopt the preliminary budget amount of $10,391,196 and schedule a public hearing to take place during the scheduled August 10th meeting to take public input.

Time Estimate:

N/A

Background:

The budget committee, consisting of Rudy Ashenbrener, Andy Hohwieler and Cindy Bond, met with staff on June 17th to discuss the estimated budget which Brent Hyatt developed. Below are the highlights from the proposed budget:

- Management Fee: The management fee to the City will stay the same as last year at $208,000.
- RAA 4-1: Potential development of $2,627,983 is being budgeted for the Area. $1,928,616 of that total is coming from the General Fund.
- RAA 4-3: No development activity is being budgeted. The annual bond payment is being paid as scheduled. Anticipated excess property taxes above the bond payment are being sent to Chobani to refund the 2017 property taxes they overpaid and repay the open note for expenditures over the bonding amount.
- RAA 4-4: No development activity is being budgeted. The annual bond payment is being paid as scheduled. It is anticipated that there will be enough collected property taxes to cover the required debt service payments.
- General Fund: The General Fund does not generate money. However, the fund has a significant balance as a result of the sale of the C3 building. $1,928,616 of that balance is being budgeted toward improvements in RAA 4-1. The fund is also covering overhead expenditures not directly attributable to any of the revenue allocation areas such as the management fee, dues, insurance, etc. Chobani contributes $150,000 annually toward the operation of the Urban Renewal Agency.

Approval Process:

Today's discussion is a review of the proposed budget. If the board requests further changes, staff will make those changes and publish the proposed budget, notifying the public and informing them when they can give input to the board before adoption of the final budget. The Agency will hold a public hearing during the August 10th meeting and consider a request to adopt the budget after that public hearing.

Budget Impact:

Adoption of the preliminary budget and the scheduling of a public meeting begins the process of implementing a final budget for the agency's next fiscal year.

Regulatory Impact:

N/A

Conclusion:

We ask the board to adopt the preliminary budget amount of $10,391,196 and have staff schedule a public hearing on the budget prior to adopting the final budget by September 1, 2020.

Attachments:

1. Budget Workshet 2020-21v1.0

Urban Renewal Agency of the City of Twin Falls, Idaho
Budget Estimates
Fiscal Year October 1, 2020 through September 30, 2021

	Three Years of Actual			2019-2020 Budget							Actual	2020-2021 Budget						
					Revenue Allocation			Zions Bank		Budget	10-1-17 to		Revenue Allocation			Zions Bank		Budget
	2016-2017	2017-2018	2018-2019	General	4-1	4-3 (Chobani)	4-4 (Clif)	Chobani	Cliff	Total	5-31-19	General	4-1	4-3 (Chobani)	4-4 (Clif)	Chobani	Cliff	Total
Revenue																		
Investment Income	66,818	111,706	141,967	30,000		10,000		25,000	100	**65,100**	62,833	45,000		8,000	2,000	50,000	200	105,200
Other Income	151,757	150,060	159,070	150,000.00						**150,000**		150,000						150,000
Grant Income/Contributions	120,000	374,466								**0**	4,828							0
Property Taxes	9,808,535	9,840,049	7,735,450		2,760,000	824,863	0	3,016,911	1,425,738	**8,027,512**	5,453,174		2,630,000	726,687	15,200	2,973,313	1,374,800	7,720,000
Rental Income	452,148	71,189	16,000	15,996						**15,996**	10,667	15,996						15,996
Clif Bar Line of Credit	868,944	195,747								**0**								0
Loan Proceeds (Net of Costs)	5,099,861									**0**								0
Sale of Assets		(2,575,137)								**0**								**0**
Total Revenue	16,568,063	8,168,080	8,052,487	195,996	2,760,000	834,863	0	3,041,911	1,425,838	**8,258,608**	5,531,502	210,996	2,630,000	734,687	17,200	3,023,313	1,375,000	**7,991,196**
Forecasted Cash Carryover				1,249,804	0	0				**1,249,804**		2,050,000	350,000	0	0	0	0	**2,400,000**
Total Revenue and Cash Carryover				1,445,800	2,760,000	834,863	0	3,041,911	1,425,838	**9,508,412**	5,531,502	2,260,996	2,980,000	734,687	17,200	3,023,313	1,375,000	**10,391,196**
Expenditures																		
RAA 4-1	4,968,853	5,781,985	415,315	1,150,000	488,715					**1,638,715**	100,375	1,928,616	699,367					**2,627,983**
RAA 4-3 (Chobani)										**0**								**0**
RAA 4-4 (Clif Bar)	629,380	20,000								**0**								**0**
RAA 4-5 (Dairy)			355,527															
Bond Trustee Fees	5,000	5,000	5,000					3,000	2,000	**5,000**	3,000				2,000	3,000	2,000	**7,000**
Bonding Costs										**0**								**0**
Community Relations & Website	2,156			500						**500**		500						**500**
Debt Pay Interest - Wash. Fed.	63,148	167,285	140,588		121,285					**121,285**	56,508		90,633					**90,633**
Debt Pay Principal - Wash. Fed.	1,040,000	1,075,000	1,110,000		1,150,000					**1,150,000**			1,190,000					**1,190,000**
Debt Pay Interest - Chobani	1,319,446	1,320,297	1,691,212					1,604,911		**1,604,911**	1,604,911					1,514,313		**1,514,313**
Debt Pay Principal - Chobani	5,307,403	4,151,182	2,104,184					1,434,000		**1,434,000**	1,434,000					1,506,000		**1,506,000**
Debt Pay Interest - Clif Bar Bond	877,158	746,600	719,813						678,838	**678,838**	344,575						638,000	**638,000**
Debt Pay Principal - Clif Bar Bond		643,004	745,000						745,000	**745,000**	375,000						735,000	**735,000**
Debt Pay Principal - City		1,000,000	1,000,000		1,000,000					**1,000,000**			1,000,000					**1,000,000**
Payment on LOC/TIFF - Principal						684,863	0			**684,863**				734,687	15,200			**749,887**
Dues and Subscriptions	850	4,250	3,250	4,500						**4,500**	4,950	5,000						**5,000**
Insurance Expense - ICRMP	12,392	6,664		6,800						**6,800**	6,797	7,000						**7,000**
Legal Expense (Notices)	36,546	1,731	73,589	30,000						**30,000**	25,720	30,000						**30,000**
Management Fee	349,452	358,000	208,000	208,000						**208,000**	208,000	208,000						**208,000**
Meeting Expense	1,856	1,139	1,304	2,500						**2,500**	730	1,500						**1,500**
Miscellaneous	32	45		500						**500**	900	500						**500**
Office Expense	50	494	395	500						**500**	95	500						**500**
Prof. Dev.\Training	500	1,066	2,948	2,500						**2,500**	678	2,500						**2,500**
Professional Fees	9,774		2,500	10,000						**10,000**	16,000	10,000						**10,000**
Property Tax Expense	28,606	109,505								**0**	61							**0**
Real Estate Exp. - Call Center	67,521	115,327								**0**								**0**
Repairs and Maintenance	72,000									**0**	64,000	66,880						**66,880**
Real Estate Purchase										**0**								**0**
Increase in Reserve				30,000						**30,000**								**0**
Total Expense	14,792,123	15,508,574	8,578,625	1,445,800	2,760,000	684,863	0	3,041,911	1,425,838	**9,358,412**	4,246,300	2,260,996	2,980,000	734,687	17,200	3,023,313	1,375,000	**10,391,196**
	1,775,940	(7,340,494)	(526,138)	0	0	150,000	0	0	0	**150,000**	1,285,202	0	0	0	0	0	0	**0**

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, July 13, 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. 2020-11 approving the Fourth Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South Development to address a demolition contingency.

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. There have been three subsequent amendments to this original agreement adjusting the timeframe and documentation of financing for development. This fourth amendment is related to early entry and demolition of the exiting structure that is still owned by the Agency.

Per the conditions of the previous agreements, the developer is to perform demolition work at 160 Main Ave S and be reimbursed by the Agency. A portion of this demolition work includes structurally supporting a common wall with the adjacent building at 150 Main Ave S which is occupied by Extreme Staffing. To date, the owner of the 150 Main S has not authorized the plans nor have they allowed access to their building.

The current amendment outlines the timing for demolition and states that if an agreement with the adjoining building owner is not reached by September 1, 2020, that the developer may terminate their agreement with the agency without penalty.

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 demolition and exploring various avenues for final construction. Agency staff believes that this resolution is in the best interest of both parties.

Attachments:

1. 160 Main DDA Resolution #2020-11 - 4th Amendment

RESOLUTION NO. 2020-11

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 FOURTH 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 FOURTH AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR AND VICE-CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE FOURTH AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CORRECTIONS TO THE FOURTH 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 Site and construct improvements on the Site, 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 requested Agency grant a third extension of the deadline to extend the Closing Date to September 30, 2020, and to extend the related deadlines set forth in the DDA;

WHEREAS, the Third Amendment to the Disposition and Development Agreement, was adopted by the Agency Board on June 22, 2020, by Resolution No. 2020-10, and dated effective June 30, 2020. Collectively the DDA as amended may be referred to as the "DDA;"

WHEREAS, the Idaho Youth Ranch building ("IYR Building"), located on the Site, shares a common wall with the Extreme Staffing building ("ES Building"), located on Lot 13, Block 103 as shown on that certain map entitled "FINAL AND AMENDED PLAT OF TWIN FALLS TOWNSITE", recorded December 4, 1904 as Instrument No. 0000-000040, in the office of the County Recorder of Twin Falls County. The ES Building is owned by D L Hope LLC, an Idaho limited liability company ("D L Hope");

WHEREAS, each of the IYR Building and the ES Building provides lateral support to their common wall. Demolition of the IYR Building contemplated by the DDA and the Early Entry and Reimbursement Agreement between the parties dated August 28, 2019 ("EEA"), as amended, will remove the lateral support to the common wall provided by the IYR Building. The new building that is the subject of the DDA will not share a common wall with the ES Building;

WHEREAS, Developer has offered to reinforce the ES Building, at Developer's expense (subject to reimbursement in accordance with the EEA), in accordance with plans and specifications dated May 1, 2020 ("Reinforcement Plans") prepared by Axiom PLLC, an Idaho professional limited liability company;

WHEREAS, D L Hope has not accepted Developer's offer to reinforce the ES Building;

WHEREAS, on July 13, 2020, at an Agency regular meeting, Developer requested a contingency to Developer's obligations under the DDA and the EEA for the acceptance and cooperation of D L Hope in reinforcement of the ES Building;

WHEREAS, the parties desire to amend the DDA to document the condition for the acceptance and cooperation of D L Hope in reinforcement of the ES Building in accordance with the Reinforcement Plans based on the terms and conditions contained herein;

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

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Fourth Amendment to the DDA and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Fourth 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 Fourth Amendment to the DDA, a copy of which is attached hereto as Exhibit A and incorporated herein as if set out in full, providing for a contingency to Developer's obligations under the DDA and the EEA for the acceptance and cooperation of D L Hope in reinforcement of the ES Building 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 Fourth Amendment to the DDA and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Fourth 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 Fourth 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 Fourth Amendment to the DDA and the comments and discussions received at the July 13, 2020, Agency Board meeting. Agency is further authorized to appropriate any and all funds contemplated by the DDA and the EEA, as amended, and to perform any and all other duties required pursuant to said Fourth 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 July 13, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 13th day of July 2020.

APPROVED:

_____

_____, Chair

ATTEST:

_____

_____, Secretary

4819-0273-3762, v. 1

Exhibit A

Fourth Amendment to the DDA

Fourth 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 FOURTH 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 ("DDA"), 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, that certain Second Amendment to the Disposition and Development Agreement dated effective March 25, 2020, and that certain Third Amendment to the Disposition and Development Agreement dated effective June 30, 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 and for the Property (subject to reimbursement in accordance with the Early Entry and Reimbursement Agreement between the parties dated August 28, 2019 ("EEA")) and construct improvements on the Property, as more particularly described in the Agreement;

WHEREAS, the Idaho Youth Ranch building ("IYR Building"), located on the Property, shares a common wall with the Extreme Staffing building ("ES Building"), located on Lot 13, Block 103 as shown on that certain map entitled "FINAL AND AMENDED PLAT OF TWIN FALLS TOWNSITE", recorded December 4, 1904 as Instrument No. 0000-000040, in the office of the County Recorder of Twin Falls County. The ES Building is owned by D L Hope LLC, an Idaho limited liability company ("D L Hope");

WHEREAS, each of the IYR Building and the ES Building provides lateral support to their common wall. Demolition of the IYR Building contemplated by the Agreement and the EEA will remove the lateral support to the common wall provided by the IYR Building. The new building that is the subject of the Agreement will not share a common wall with the ES Building;

WHEREAS, as part of the demolition for the Property, Developer has offered to reinforce the ES Building, at Developer's expense (subject to reimbursement in accordance with the EEA), in accordance with plans and specifications dated May 1, 2020 ("Reinforcement Plans") prepared by the project engineer, Axiom PLLC, an Idaho professional limited liability company, and approved by Developer and Agency;

WHEREAS, D L Hope has not accepted Developer's offer to reinforce the ES Building;

WHEREAS, on July 13, 2020, at an Agency regular meeting, Developer requested a contingency to Developer's obligations under the Agreement and the EEA for the acceptance and cooperation of D L Hope in reinforcement of the ES Building; and

WHEREAS, the parties desire to amend the Agreement to document the condition for the acceptance and cooperation of D L Hope in reinforcement of the ES Building in accordance with the Reinforcement Plans 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. **Early Entrance/Demolition.** Developer will have until September 1, 2020 to obtain D L Hope's written acceptance of Developer's offer to reinforce the ES Building, at Developer's expense, in accordance with the Reinforcement Plans, and D L Hope's cooperation in construction of the improvements contemplated by the Reinforcement Plans ("Demolition Approval Deadline"). If this condition is not fully satisfied at any time prior to the Demolition Approval Deadline, Developer may terminate the Agreement and the EEA by written notice to the Agency on or before the Demolition Approval Deadline. If Developer does not provide written notice to terminate, Developer will be deemed to have waived this condition. In the event Developer waives this condition, demolition will be completed in compliance with all applicable permits, codes, ordinances, and laws. The parties agree that this Section 1 will survive Closing.

2. **Asbestos Abatement.** Developer has agreed, with the Agency's approval, to proceed with the asbestos abatement in and about the IYR Building to be completed no later than August 31, 2020 in accordance with the EEA and this Agreement. The Agency agrees and confirms that the Abatement is a cost eligible for reimbursement if costs are documented and submitted as required in the EEA. The estimated cost of the Abatement is $31,400; provided that this estimated amount does not adjust the total not-to-exceed amount for reimbursement stated in Section 7 of the EEA. In the event that the Agreement and the EEA are terminated in accordance with Section 1 hereof, the parties agree that this Section 2 (with the applicable reimbursement provisions of the EEA) will survive such termination.

3. **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. 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.

[End of Text]

EXECUTED EFFECTIVE as of the Effective Date.

_____, 2020

AGENCY:

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

By_____
_____, 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 R. Bond, known or identified to me to be the Chair of the URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, 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 _____

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Monday, July 13, 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 engineering design to mitigate drainage issues for the alleyway between 2nd Avenue West and 3rd Avenue, and Gooding Street and Shoshone Street in the amount of $11,600.00.

Time Estimate:

N/A

Background:

Property owners along the breezeway have complained of drainage and flooding issues coming from the breezeway and would like URA assistance to fix the issue.

The consultant engineering work will include project management, a topographical survey, and construction support. Originally, JUB was asked to include this with the other alleyway drainage but Staff wanted to separate the two scopes of work. The cost of these services is $11,600.

JUB Engineers is on the City/URA professional service roster which qualifies them for design work for civil storm water engineering. Attached is the authorization for additional services and the work breakdown structure.

Approval Process:

Majority vote.

Budget Impact:

$11,600.00

Regulatory Impact:

N/A

Conclusion:

Staff recommends giving the URA Director permission to sign the authorization for services.

Attachments:

1. CTF_2ndAveBreezeway_AAS-01
2. CTF_2ndAveBreezeway_Drainage_WBS_20200706

J-U-B ENGINEERS, INC.

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

Authorization for Additional Services

CLIENT: City of Twin Falls-URA

Project Name: 3rd Ave Alley grading

J-U-B Project Number: 60-20-060 new Task 007, AAS No. 01

1. *Additional Services.* The following additional items of work on the project referenced above have been or will be provided by J-U-B ENGINEERS, Inc. (J-U-B). These Additional Services are a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated June 24, 2020. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect.

   Refer to Attachment 1.

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Additional Services by:

   _____ _____
   Name *Date*

3. *Payment for Additional Services.* Unless otherwise noted below, J-U-B will provide these Additional Services on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

   Other Basis for Payment:

   Time and materials, estimated at $11,600.

4. *Schedule of Services.* Due to the Additional Services, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

   Begin on receipts of signed AAS.

Dated this 6th day of July, 2020,

CLIENT

By: _____
Project Representative or Authorized Signatory for CLIENT

_____
Print or Type Name and Title

J-U-B ENGINEERS, Inc.

By: Robert E. Hegstrom
Project Representative or Authorized Signatory for J-U-B

Robert E. Hegstrom, Area Manager
Print or Type Name and Title

J-U-B ENGINEERS, INC.

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: 60-20-060
CLIENT PROJECT NUMBER: -
ATTACHMENT TO:

☐ **AGREEMENT DATED: 6/23/2020; 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:

The URA has requested engineering design to mitigate drainage issues for an existing breezeway connected the alleyway between 2nd Avenue West and 3rd Avenue, and Gooding Street and Shoshone Street; more particularly the breezeway between the old Furniture Outlet building and the building where the Warm Art studio is located. Figure 1 at the end of this Attachment 1 to Authorization for Additional Services No. 01 depicts the expected work area for the breezeway.

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 070: Breezeway Drainage Between the Warm Art Building and the old Furniture Outlet Building**

1. Perform project management tasks and project closeout tasks related to this Authorization for Additional Services.
2. Perform Topographic Survey of the breezeway between the buildings and the alleyway between the breezeway and Shoshone St South.
3. Assist the CLIENT in coordinating with the tenants and owner of the unit of the Warm Art building that is closest to the breezeway in reference to the garage bay located at the easternmost corner (near the alleyway) and potentially changing the floor elevation at the alleyway.
4. Prepare Construction Plans for the drainage mitigation work in the breezeway.
   a. Work will likely consist of:
      i. Replacing the concrete sidewalk on 2nd Avenue West at the breezeway to lower the flowline across the sidewalk by 0.2-feet
      ii. Regrading and paving the breezeway. This will also entail temporary relocation of roof drain appurtenances and minor utility adjustments.
      iii. Regrading and paving part of the parking area between the Warm Art building and the alleyway adjacent to Wills Toyota to send flows to the alleyway.
   b. Based on the results of the topographic survey and the coordination with the owner and tenant of the Warm Art building, J-U-B will design drainage improvements for the breezeway.

c. J-U-B will prepare 11"x17" plan and profile construction plan sheets. The drainage design is expected to fit on two sheets, one for the breezeway and one for the alleyway and parking area. It is anticipated that these sheets would be included in the 3rd Avenue alleyway set, so no separate cover sheet, general notes sheet, or detail sheet would be prepared. Associated details will be created, and project quantities tabulated for this part of the work.

5. Provide Construction Support Services for the concrete work at the sidewalk along 2nd Ave West. It is anticipated that all the grading and asphalt work within the breezeway and alleyway will be done by City.
6. Deliverables:
   a. Construction Plans: 11x17 sheets (5 sheets anticipated: cover, general notes, 2 plan and profile, and 1 detail sheet)

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
070	Drainage Design for Breezeway Between Warm Art Building and the old Furniture Outlet Building	Time and Materials (Estimated Amount Shown)	$11,600	Concurrent with work progress
		Total:	**$11,600**	

***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):

Depiction of Expected Work Area.

Figure 1: Breezeway anticipated 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)

EXHIBIT 1-X: WORK BREAKDOWN STRUCTURE

BASIS OF FEE ESTIMATE

J-U-B ENGINEERS, INC. OTHER J-U-B COMPANIES

Project Title, Client: 2nd Ave Breezeway: City of Twin Falls URA

Project Number: 60-20-060

Prepared By: IHM

			McCracken, Ivan	James, Chelsea	Nowak, Bert	Smith, Jacob	Reichling, Kirk	Kirchenwitz, Kerry	Corcoran, Samantha	Rubi, Yesenia	Lutz, Tanya				
Task Number	Subtask Number	Task/Subtask Name / Activity Description	Project Engineer - Senior	Project Engineer	PLS - Discipline Lead	Survey Technician - Senior	Survey Technician - Lead	CAD Technician - Lead	Project Designer	Administrative Assistant	PFA - Senior		J-U-B Expenses	Subconsultant Expenses	Total Compensation
070		**Breezeway Between the Warm Art and old Furniture Outlet**	**24**	**2**	**4**	**8**	**6**	**20**	**6**	**2**	**2**	**0**	**$200**	**$0**	**$11,600**
070	**001**	**Breezeway Between the Warm Art and old Furniture Outlet**	**24**	**2**	**4**	**8**	**6**	**20**	**6**	**2**	**2**	**0**	**$200**	**$0**	**$11,600**
		Perform Project Management and Closeout	4							1	1				$902
		Perform Topographic Survey			4	8	6	4					$200		$2,910
		Coordinate with Tenants and Owner	4												$760
		Prepare Construction Plans	12	2				16	4	1	1				$5,058
		Provide Construction Support Services	4						2						$970
		Contingency	4					2							$1,000
	Total Hours		**28**	**2**	**4**	**8**	**6**	**22**	**6**	**2**	**2**	**0**			**80**
	Total Costs		**$5,320**	**$300**	**$740**	**$920**	**$570**	**$2,640**	**$630**	**$90**	**$190**	**$0**	**$200**	**$0**	**$11,600**