Urban Renewal Agency
Agenda

Wednesday, October 14, 2020, 12:00 PM

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 September 14, 2020 meeting; 2) September 2020 Financial Report; 3) October 2020 Accounts Payable.
4) Reports/Updates
   a) **DISCUSSION:** Discussion and deliberation regarding the scheduling of a URA Board strategy meeting for determining scope and method of sale regarding URA owned properties.
      By: Nathan Murray, Executive Director
   b) **DISCUSSION:** Discussion and deliberation on the scope and scheduling of a URA Board workshop to consider a new allocation area.
      By: Nathan Murray, Executive Director
5) Items of Consideration
   a) **ACTION ITEM:** Consideration of a request to spend $10,486.00 for a new power pole and transmitter to be located in the alleyway midway between Hansen & Idaho St. and 2nd Ave & 3rd Ave S.
      By: Nathan Murray, Executive Director
   b) **ACTION ITEM:** Consideration of a request to approve a lease agreement with the U.S. Veterans Administration on agency owned property at 260 2nd Ave E.
      By: Nathan Murray, Executive Director
   c) **ACTION ITEM:** Consideration of a request to approve a Purchase & Sale Agreement for an agency-owned property at 260 2nd Ave E.
      By: Nathan Murray, Executive Director
   d) **ACTION ITEM:** Consideration of a request to sign Resolution No. 2020-15 approving the Fifth Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South development to address an amended schedule of performance and updated reimbursement costs.
      By: Nathan Murray, Executive Director
   e) **ACTION ITEM:** Consideration of a request to enter into an exclusive right to negotiate with OneSixty LLC for development of a parking structure on property owned by the City of Twin Falls generally located at 153 2nd Ave S.

By: Nathan Murray, Executive Director

f) **ACTION ITEM:** Consideration of a request to perform environmental and geotechnical analysis on agency owned property located generally at 250 3rd Ave S.

By: Nathan Murray, Executive Director

6) General Input/Announcements - Public/Staff

7) Upcoming Meeting(s)

a) Monday, November 9, 2020 @ 12:00 P.M.

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, September 14, 2020, 12:00 PM

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

Present:	Doug Vollmer, Cindy Bond, Rudy Ashenbrener, Alexandra Caval, Jan Rogers, Dan Brizee, Andy Hohwieler
Absent:	None.
Staff Present:	Nathan Murray, Executive Director; Brent Hyatt, Assistant Finance Officer; Jesse Schuerman, Engineer; Lorrie Bauer, Recording Secretary; Jonathan Spendlove, Planning and Zoning Director; Meghan Conrad, Special Counsel; and Ruth Pierce, City Council Liaison

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

2) Conflict of Interest Declaration – None.

3) Consent Calendar

a) Request to approve 1) Minutes for August 10, 2020 meeting; 2) Minutes for August 27, 2020 special meeting; 3) August 2020 Financial Report; 4) September 2020 Accounts Payable.
MOTION: Cindy Bond moved to accept the request. Andy Hohwieler seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

4) Items of Consideration

a) Consideration of a request to approve a Purchase & Sale Agreement for agency owned property at 260 2nd Ave S.
Chair Ashenbrener corrected the address of this agenda item title to "260 2nd Ave E".

Nathan Murray shared the Agency received an offer to purchase this property for $350,000. The Agency purchased the property in 2000 and entered into a 10-year lease with the Government Services Administration acting on behalf of the Veteran's Administration (VA) who improved the site and built the 4500 SF building. The lease was renewed in 2010 for another 10-years. The lease expires on October 31, 2020. Negotiations are in progress with the Government Services Administration/VA to extend the lease for another 10 years.

The purchase offer is contingent upon the Agency having a new lease agreement with the current tenant at a rate of at least $6/sf, which is comparable with the current downtown rates for the type of property. This rate has been suggested to the current tenant, but nothing is final at this time.

The Agency needs to decide if it wants to sell the property, or not. If so, the property needs to be advertised to the public and accept competing offers in increments of $25,000 or greater. If no offers are received, the current offer would be finalized at a later date. Special Council Conrad explained the process necessary to dispose of developed property. She also shared the Agency can retain real property at the termination of a project area as long as there is a revenue stream, that is not TIFF, to support the maintenance operations of the building. Discussion ensued. Nathan added the property is currently scheduled to be appraised, along with other Agency properties. Some members of the board voiced interest in getting more information before making a decision such as the appraisal results, rental rate, and the Agency's future if the property was retained.

MOTION: Jan Rogers motioned to Table the consideration until more information is available. Alexandra Caval seconded the motion. Roll call vote showed all members present voted. Approved 6 to 1 with Rudy Ashenbrener voting no.

b) Discussion to extend the current deadlines under the DDA for the property located at 160 Main Ave. S. with a consideration to include costs for power utility improvements in the site preparation.
Nathan Murray explained the purpose of a discussion. Crews will be preparing to begin improvements of the shared wall with 150 Main Ave. beginning October 1st, with the demolition of 160 Main Ave following. Also, the demolition costs have increased to $428,294 which is greater than what was previously agreed to so the DDA needs to be amended to reflect these costs. An additional item the Developer put forth is costs related to power line improvements in the alleyways in the amount of $281,493. The Agency could consider a contribution to this cost as part of site preparation. Council Conrad further explained the changes that need to be made in the DDA as well as what additional information is necessary to proceed. Discussion ensued.

An amended DDA will be presented at the October meeting which will address the revised development costs and schedule, as well as a possible contribution to the power improvements in the alleyways.

MOTION: Dan Brizee moved to approve up to $428,000.00 in demo costs which does not include any improvement to the Idaho Power system. Cindy Bond seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

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

6) Upcoming Meeting(s)

a) Wednesday, October 14, 2020, at 12:00 p.m.

7) Adjournment

a) **Request to adjourn to Executive Session to discuss records exempt from disclosure and controversies imminently likely to be litigated.** The board may approve participation in an executive session as outlined in Idaho Code §74-206(1)(d) to consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code, specifically Idaho Code Section 74-104(1) "public records exempt from disclosure by federal or state law" for an attorney-client privileged communication and Idaho Code §74-206(1)(f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

MOTION: Andy Hohwieler moved to adjourn to the executive session. Jan Rogers seconded the motion. Roll call vote showed all members present voted. Approved 7 to 0.

Lorrie Bauer, Recording Secretary

Urban Renewal Agency of the City of Twin Falls, ID

P&L Over (Under) Budget - YTD

October 2019 through September 2020

	Oct '19 - Sep 20	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Contributions	25,602.01			
Investment Income	73,001.93	65,100.00	7,901.93	112.1%
Other Income	150,000.00			
Property Taxes	7,693,461.34	8,027,512.00	-334,050.66	95.8%
Rental Income	15,999.97	15,996.00	3.97	100.0%
Sale of Assets	102,250.00			
Total Income	8,060,315.25	8,108,608.00	-48,292.75	99.4%
Gross Profit	8,060,315.25	8,108,608.00	-48,292.75	99.4%
Expense				
RAA 4-1				
City Property Expense				
Commons (129 Hansen) & Main	24,906.68			
Bowyer Park (122 4th Ave S)	125.27			
City Property Expense - Other	970.36			
Total City Property Expense	26,002.31			
Downtown Art	8,997.50			
Youth Ranch (160 Main Ave S)	22,676.73			
2nd Ave Parking Lot (Goold)	86,256.90			
Downtown Development	6,886.53			
Other Properties/Projects	5,916.37			
RAA 4-1 - Other	0.00	1,638,715.00	-1,638,715.00	0.0%
Total RAA 4-1	156,736.34	1,638,715.00	-1,481,978.66	9.6%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,604,910.73	1,604,911.00	-0.27	100.0%
Debt Pay. (Chobani) Principal	2,085,942.74	2,118,863.00	-32,920.26	98.4%
Total RAA 4-3 (Chobani)	3,690,853.47	3,723,774.00	-32,920.53	99.1%
Bond Trustee Fees	5,000.00	5,000.00	0.00	100.0%
Community Relations & Website	0.00	500.00	-500.00	0.0%
Debt Payments - Interest	791,852.70	800,123.00	-8,270.30	99.0%
Debt Payments - Principal	2,895,000.00	2,895,000.00	0.00	100.0%
Dues and Subscriptions	4,950.00	4,500.00	450.00	110.0%
Insurance Expense	8,397.00	6,800.00	1,597.00	123.5%
Legal Expense	57,036.87	30,000.00	27,036.87	190.1%
Management Fee	208,000.00	208,000.00	0.00	100.0%
Meeting Expense	1,207.75	2,500.00	-1,292.25	48.3%
Miscellaneous	900.00	500.00	400.00	180.0%
Office Expense	207.96	500.00	-292.04	41.6%
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	7,900,880.93	9,328,412.00	-1,427,531.07	84.7%
Net Ordinary Income	159,434.32	-1,219,804.00	1,379,238.32	-13.1%
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	**159,434.32**	**-1,219,804.00**	**1,379,238.32**	**-13.1%**

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

			Sep 20
Ordinary Income/Expense			
Income			
Investment Income			1,708.14
Property Taxes			9,142.56
Rental Income			1,333.33
Total Income			12,184.03
Gross Profit			12,184.03
Expense			
RAA 4-1			
City Property Expense			
Commons (129 Hansen) & Main	953.00		
Bowyer Park (122 4th Ave S)	20.36		
Total City Property Expense		973.36	
Youth Ranch (160 Main Ave S)		15,789.14	
2nd Ave Parking Lot (Goold)		11,371.67	
Downtown Development		6,886.53	
Other Properties/Projects		4,766.37	
Total RAA 4-1			39,787.07
Debt Payments - Interest			334,262.50
Debt Payments - Principal			1,370,000.00
Insurance Expense			1,600.00
Legal Expense			16,427.34
Meeting Expense			249.81
Total Expense			1,762,326.72
Net Ordinary Income			-1,750,142.69
Net Income			**-1,750,142.69**

Twin Falls Urban Renewal October 2020 Accounts Payable

Check #	Date	Paid Amount	Name	Account	Fund	Memo
4102	9/14/2020	15,000.00	DL Hope, LLC	Youth Ranch (160 Main Ave S)	RAA 4-1(Original)	Lease payment for 160 Main shared wall work
4103	10/7/2020	4,766.37	City of Twin Falls	Other Properties/Projects	RAA 4-1(Original)	Reimburse 162.58.10.442.00 for 2nd St. S Mkt
4103	10/7/2020	135.12	City of Twin Falls	Youth Ranch (160 Main Ave S)	RAA 4-1(Original)	Water & Sewer #130529-000
4104	10/7/2020	2,978.30	Elam & Burke	Legal Expense	General	Professional Fees for 00835-02 / #187352
4104	10/7/2020	7,722.50	Elam & Burke	Legal Expense	RAA 4-1(Original)	Professional Fees for 00835-03 / #187353
4105	10/7/2020	137.85	Great Harvest Bread Company	Meeting Expense	General	Lunch for 20200914 Meeting / #109
4106	10/7/2020	10.07	Idaho Power	Bowyer Park (122 4th Ave S)	RAA 4-1(Original)	Power for #2220512228
4106	10/7/2020	456.82	Idaho Power	Commons (129 Hansen) & Main	RAA 4-1(Original)	Power for #2224040226
4106	10/7/2020	116.97	Idaho Power	Youth Ranch (160 Main Ave S)	RAA 4-1(Original)	Power for #2223719168
4107	10/7/2020	5.00	Twin Falls Transfer Station	Youth Ranch (160 Main Ave S)	RAA 4-1(Original)	Appliance disposal from alley on 9/17/20
4108	10/7/2020	97.95	PMT	Commons (129 Hansen) & Main	RAA 4-1(Original)	Broadband Services for 858403-2
4109	10/7/2020	4,600.00	Redevelopment Associates of Idaho	Dues and Subscriptions	General	Membership dues $1,200 - Legislative Contribution $3,400
4110	10/7/2020	441.57	Mastercraft Pool & Spa	Commons (129 Hansen) & Main	RAA 4-1(Original)	Chlorinator for Downtown Fountain
4111	10/7/2020	9.79	Intermountain Gas Company	Youth Ranch (160 Main Ave S)	RAA 4-1(Original)	Gas for 06397230001 through 9/18/20

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Wednesday, October 14, 2020

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Executive Director

ACTION ITEM

Request:

Consideration of a request to spend $10,486.00 for a new power pole and transmitter to be located in the alleyway midway between Hansen & Idaho St. and 2nd Ave & 3rd Ave S.

Background:

Idaho Power is requiring the 2nd South Market to install a new power pole and transmitter to supply power to their building. The existing pole is not sufficient structurally for the advanced electrical wiring which needs to be replaced.

The developer is asking the Agency to help pay for this infrastructure improvement, which is located in a public right-of-way, to off-set an expense that helps support the investment and redevelopment within the Historic Warehouse District. The improvement would also positively support future growth of other existing properties on the block, and allow them to pull additional power to their properties as needed.

The owners and developers of the site, Lisa and Dave Buddecke, will be presenting about their plans for the building and the work they have completed so far. Attached is a Quote from Idaho Power for the new pole along with a location map of the work to be performed.

Approval Process:

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

Budget Impact:

Money for this project will come from the downtown maintenance and improvement funds within RAA #4-1.

Regulatory Impact:

N/A

Conclusion:

The request is a qualifying infrastructure improvement expense that aids and supports growth within the City's Historic Warehouse District. Staff recommends approval for installation of the new power pole and supporting electrical equipment.

Attachments:

1. CUSTOMER QUOTE 27561358
2. Site Map

CUSTOMER COST QUOTE
IDAHO

Customer or Project Name: KELSAR PROPERTIES - 210 2ND AVE S/TF UPGRADE TO 600 AMP

Construction Costs

Line Installation Costs			
1. Line Installation/Upgrade Charge			$3,301
2. Customer Credits	(Betterment, Metering, Salvage)		$(568)
3. Customer Performed Construction Work Credit			$0
4. Net Line Installation Cost			**$2,733**
Unusual Conditions			
5. Unusual Conditions			$2,169
6. Unusual Conditions Bank Letter of Credit	(Only for over $10,000)		$0
7. Net Unusual Conditions			**$2,169**
Terminal Facilities Costs			
8. Terminal Facilities			$4,864
9. Terminal Facilities Allowances			$0
10. Terminal Facilities Salvage			$0
11. Net Terminal Facilities Cost			**$4,864**
12. Underground Service and Attachment Charges			**$0**
13. Engineering Charge			**$532**
14. Permits			**$0**
15. Relocation or Removal			**$188**
16. Miscellaneous Charges/Adjustments			**$0**
17. Net Construction Costs	(Line Items 4, 7, 11, 12, 13, 14, 15, 16)		**$10,486**
18. Prepaid Charges	(Engineering, Permits & Right-of-Way)	$0	
19. Vested Interest Charge			$0
20. Customer Payment Due Prior to Construction Scheduling			**$10,486**

This cost may not include all construction costs, see page 3 if additional service charges apply.

Notes:

Notice: This Customer Cost Quote shall be binding on both Idaho Power Company ("Idaho Power") and Customer for a period of 60 days from the quoted date indicated below, subject to changes in information provided by the Customer or changes in Idaho Power's ability to obtain satisfactory rights-of-way or to comply with governmental regulations, including but not limited to the rules, regulations, and tariffs of the Idaho Public Utilities Commission ("IPUC") and the Public Utility Commission of Oregon ("OPUC"). Customer must make payment of the quoted amount not less than (30) days prior to the start of the construction work set forth in this agreement ("Work"). However, Idaho Power does not represent or warrant that the Work will commence within 30 days of receipt of payment. The start of the Work is subject to Idaho Power's ability to obtain the necessary labor, materials and equipment.

Internal use			
Service Request Number:	Work Order Number:	Design Number:	Version:
00458054	**27561358**	**0000144671**	**001**

By Initialing below, Customer acknowledges and agrees to the following:

X ____________ Customer initials

Charges for relocation, transfer or removal of non-Idaho Power equipment attached to Idaho Power facilities are not included in this Customer Cost Quote. It is the Customer's responsibility to coordinate this work with the affected utility. All charges associated with this work are the responsibility of the Customer. For utility contact information, please call 208-388-2886.

N/A ____________ Customer initials

The Customer has received the Underground Residential Conduit Installation brochure/packet or will access the information available online at https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/UGResConduitInstall.pdf

X ____________ Customer initials

Final Grade: Customer understands that as of ____________ the above-named project will be ready for facilities to be installed by Idaho Power. All roadways and cable routes must have all grading and sub grading completed by this date. The project must be properly referenced and have grade stakes installed at all Idaho Power device locations and as might be necessary to establish proper elevations and burial depths Idaho Power facilities. The Customer will be responsible for the total cost of damage to Idaho Power facilities resulting from any subsequent changes in property, any needed relocation, repair, or lines, lot lines, elevations, grades, excavations, or profiles causing improper locations or burial depths of above-ground equipment, below-ground equipment, cable, or conduit.

X ____________ Customer initials

Unusual Conditions: As defined in Idaho Power's line installation tariff, Rule H, Unusual Conditions are construction conditions not normally encountered, but which Idaho Power may encounter during construction which impose additional, project-specific costs. These conditions include, but are not limited to: frost, landscape replacement, road compaction, pavement replacement, chip-sealing, rock digging/trenching, boring, nonstandard facilities or construction practices, and other than available voltage requirements. The total cost for all Unusual Conditions, in connection with the work as set forth on this Customer Cost Quote will be based on the actual costs incurred by Idaho Power related to the conditions encountered during performance of the Work. Upon completion of all Work, Idaho Power will refund to Customer any Unusual Conditions amount set forth on this Customer Cost Quote sheet but, not incurred by Idaho Power.

Prior to commencement of the work, Customer shall identify for Idaho Power the location of all underground pipes, lines, and other facilities (collectively, the "Underground Lines") that may be on Customer's property where Idaho Power is working. Customer agrees to be responsible for identification and location of all Underground Lines and shall indemnify, defend, reimburse and hold harmless Idaho Power and its successors and their respective directors, officers, members, employees, representatives and agents for, from, and against any and all claims, liabilities, losses, damages, expenses, suits, actions, proceedings, judgement and costs of any kind (collectively, "Damages"), whether actual or merely alleged and whether directly incurred or from a third party, arising out of or relating to Customer's failure to properly or adequately identify and locate the Underground Lines, except to the extent finally determined by a court of law that such Damages resulted from the gross negligence or willful misconduct of Idaho Power, its agents, subcontractors, employees, officers or directors.

The Customer acknowledges Idaho Power's Rule C (Service and Limitations), Section 7 (Right of Way) on file with the IPUC or OPUC: "The Customer shall, without cost to Idaho Power, grant Idaho Power a right-of-way for Idaho Power's lines and apparatus across and upon the property owned or controlled by the Customer, necessary or incidental to the supplying of Electric Service and shall permit access thereto by Idaho Power's employees at all reasonable hours." By signing this Customer Cost Quote, Customer grants to Idaho Power a perpetual right-of-way over the Customer's property for the installation, operation, replacement and maintenance of power facilities to provide electrical service to the Customer and any future owners of the Customer's property.

Construction Costs available for refund

(Vested Interest limited to 5 years or 4 additional applicants) $0

Customer Payment Due Prior to Scheduling Construction **$10,486**

N/A
Customer initials

Underground Service Attachment Charges to be billed separately

The Customer understands that Underground Service Attachment Charges will be billed separately on the first month's power bill after service installation has been completed. In addition, the Customer has reviewed and acknowledges their responsibility for these costs. Idaho and Oregon cost information are available online at:

ID: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/IdahoCostInfo.pdf

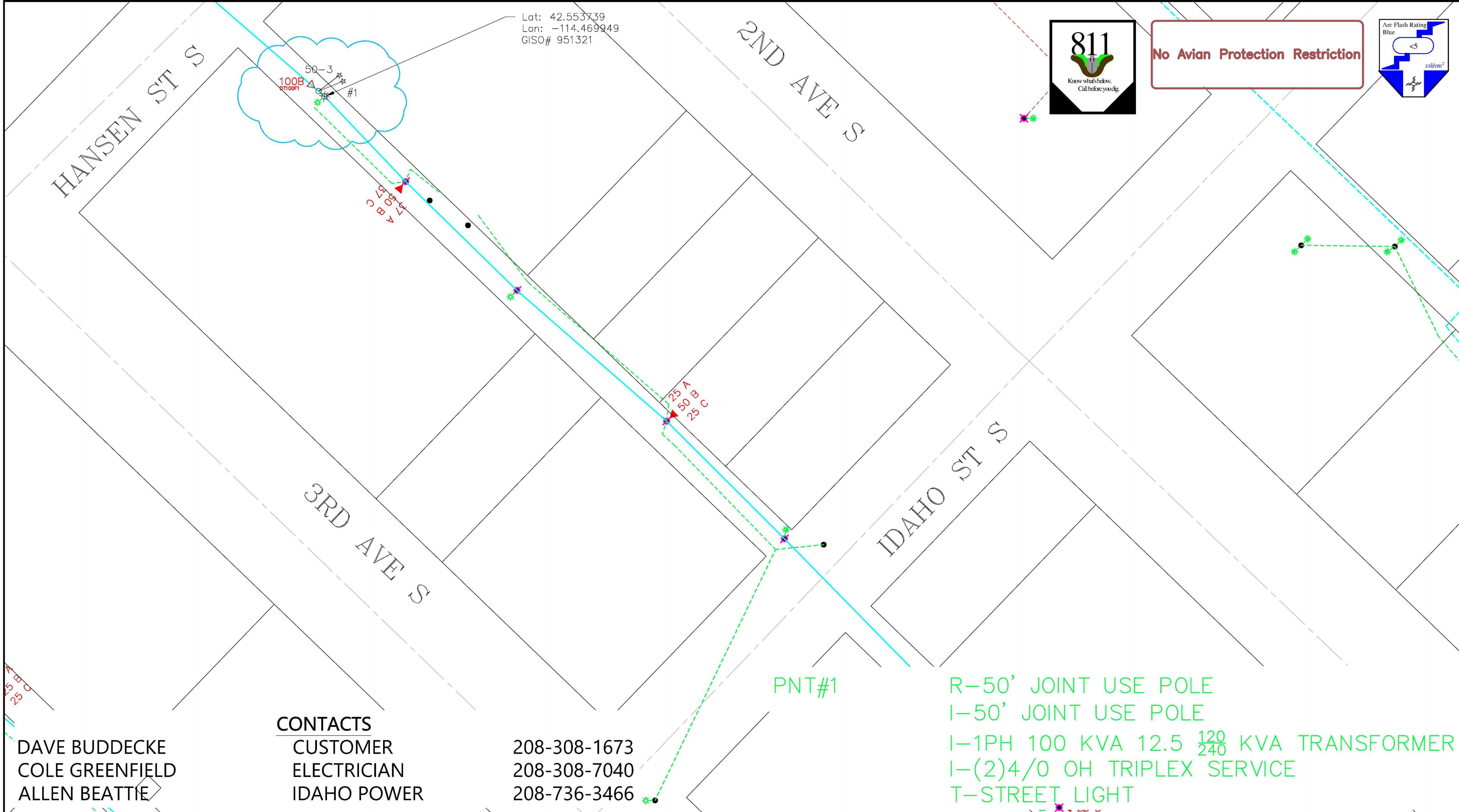
OR: https://docs.idahopower.com/pdfs/ServiceBilling/customerservice/newConstruction/OregonCostInfo.pdf

Please sign and return all relevant forms along with the amount stated on the Customer Cost Quote to:

IDAHO POWER COMPANY
243 Blue Lakes Blvd S
Twin Falls, ID 83301

Customer Signature X ______________________ Date X ______________

Idaho Power Representative Allen Beattie ______________________ Quote Date 9-22-2020



PNT#1

R-50' JOINT USE POLE
I-50' JOINT USE POLE
I-1PH 100 KVA 12.5 $\frac{120}{240}$ KVA TRANSFORMER
I-(2)4/0 OH TRIPLEX SERVICE
T-STREET LIGHT

CONTACTS

DAVE BUDDECKE	CUSTOMER	208-308-1673
COLE GREENFIELD	ELECTRICIAN	208-308-7040
ALLEN BEATTIE	IDAHO POWER	208-736-3466

SWPP: ----

TIMES SCALE 0 1 2 3 4

Customer: X Date: X

Job Title:
KELSAR PROPERTIES - 210 2ND AVE S/TF UPGRADE TO 600 AMP

Additional Description:
120/240 600 AMP SERVICE TO 2ND SOUTH MARKET

Additional Description:
FLAGGING----ROW---TWIN FALLS PERMIT

Feeder Map File Name: ETGT1301

Qua	Twn	Rng	Sec	
4	10S	17E	16	BM

State	County
ID	Twin falls

Surveyed or GPS: NONE
Joint Use Attachment: NO
Pre-Built Date: ----
Built as Designed: ----
Construction Date: ----
Operating Voltage: 12.5kV

North

FDR By: ----
Date: ----
ArcFM By: ----
Date: ----

Designer: EAB1332
Design No: 0000144671
Work Order No: 27561358

IDAHO POWER Co. WORK ORDER MAP

SCALE: 1" = 50

Sheet 1 of 1

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Wednesday, October 14, 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. 2020-16 approving the renewal of a lease agreement with the U.S. Veterans Administration on agency owned property at 260 2nd Ave E.

Background:

The Agency owns real property at 260 2nd Ave E. The tenant for the last 20 years has been the Veteran's Administration which has operated a clinic on site. The first lease was from November 1, 2000, to October 31, 2010, at a rate of $1.00/year. The second lease was from November 1, 2010, to October 31, 2020, at a rate of $15,999.96/year.

The current, proposed lease (see attached) is another 10-year lease set to expire on October 31, 2030, with the tenant paying the URA $27,999.96/year. The rate is based of a negotiated rent between staff and a representative of the Veteran's Administration. There are some edits that still need to be made to the final document before signature approval is given. Staff is asking the Board to approve general terms and rents, and authorize the chair to sign the final document when it is ready.

Approval Process:

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

Budget Impact:

Rents from the property will be added to the income line for Revenue Allocation Area #4-1.

Regulatory Impact:

N/A/

Conclusion:

The rent is at or near market rate for this type of property downtown, and per the agreement the tenant will pay all property expenses related to the property. Staff recommends approval of the new lease agreement.

Attachments:

1. Twin Falls Land Simplified Lease_Form L201A_02 2020 36C26020L0025 Rev1.pdf
2. Exhibit A Twin Falls Simplified_ProposaltoLeaseSpace_Form1364A_10_18
3. Exhibit B Twin Falls General Clauses_3517B_02 2020.pdf
4. VA Property Lease Agreement Resolution

LEASE NO. 36C26020L0025

This Lease is made and entered into between

Urban Renewal Agency of the City of Twin Falls

(Lessor), whose principal place of business address is 201 Main Ave E, Twin Falls, ID 83301 and whose interest in the Property described herein is that of Fee Owner, and

The United States of America (Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at **260 2nd Avenue, Twin Falls, ID 83301** and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking spaces and other areas as set forth herein, to be used for such purposes as determined by VHA. *NOTE: This is a land and building lease. ***Legal Description: Lots 13, 14, 15, and 16, Block 88, Twinfalls Townsite, Twin Falls County Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.***

LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for a period of

10 Years, 5 Years Firm,
subject to termination as may be hereinafter set forth. The commencement date of this Lease, **shall be November 1, 2020** along with any applicable termination rights.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:	**FOR THE GOVERNMENT:**
______________________	______________________
Name: ______________	Name: Jeffrey R. Deering
Title: ______________	Title: Lease Contracting Officer
Entity: ______________	Veterans Health Administration
Date: ______________	Date: ______________

WITNESSED FOR THE LESSOR BY:

____

Name: ______________

Title: ______________

Date: ______________

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SIMPLIFIED) (SEP 2013)

The Premises are as described under Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

1.02 EXPRESS APPURTENANT RIGHTS (SIMPLIFIED) (JUN 2012)

The Government shall have the non-exclusive right to the use of Appurtenant Areas and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C, within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use parking as described under Block 16 of Exhibit A, Simplified Lease Proposal, GSA Form 1364A.

1.03 RENTAL CONSIDERATION FOR SIMPLIFIED LEASES (OCT 2019)

In consideration for the Lease, the grant of all associated rights, express or implied, and the performance or satisfaction of all of the Lessor's other obligations set forth herein, the Government shall pay the Lessor annual rent to be computed using the rental rate table below. Payment shall be made monthly in arrears. Rent for a lesser period shall be prorated. Rent shall be paid by electronic funds transfer (EFT) using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. Rent shall be inclusive of all the Agency Specific Requirements (ASR) attached hereto, and exclusive of all taxes of any kind, and all operating costs, including maintenance, repair and replacement, all of which are the Government's responsibility at its cost. Unless a separate rate is specified on Exhibit A, GSA Form 1364A, rights to parking areas will be deemed included in the rent.

Firm Term	Rental Rate	Annual Rent	Monthly Rate	Soft Term	Rental Rate	Annual Rent	Monthly Rent
11/1/2020-10/31/2025	6.22	27,999.96	2333.33	11/01/2025-10/31/2030	6.22	27,999.96	2333.33

1.04 ~~BROKER COMMISSION AND COMMISSION CREDIT (SIMPLIFIED) (OCT 2016)~~

1.05 TERMINATION RIGHTS (SIMPLIFIED) (OCT 2016)

The Government may terminate this Lease, in whole or in parts, after the Firm Term of this Lease by providing not less than 90 days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination. The Government must provide termination notice no later than 120 days after the last day of the Firm Term.

1.06 ~~RENEWAL RIGHTS (SIMPLIFIED) (OCT 2016)~~

1.07 DOCUMENTS INCORPORATED IN THE LEASE (SIMPLIFIED) (OCT 2019)

The following documents are as attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Simplified Lease Proposal (GSA Form 1364A)	2	A
General Clauses	17	B

1.08 ~~PERCENTAGE OF OCCUPANCY FOR TAX ADJUSTMENT (SIMPLIFIED) (OCT 2018)~~

1.09 ~~OPERATING COST BASE (OCT 2016)~~

1.10 ~~ADJUSTMENT FOR REDUCED SERVICES (OCT 2018)~~

1.11 ~~BUILDING IMPROVEMENTS (MAR 2016)~~

1.12 HUBZONE SMALL BUSINESS CONCERNS ADDITIONAL PERFORMANCE REQUIREMENTS (SIMPLIFIED) (MAR 2012)

If the Lessor is a qualified HUBZone small business concern (SBC) that did not waive the price evaluation preference then as required by 13 C.F.R. 126.700, the HUBZone SBC must spend at least 50% of the cost of the contract incurred for personnel on its own employees or employees of other qualified HUBZone SBC's and must meet the performance of the work requirements for subcontracting in 13 C.F.R. § 125.6(c). If the Lessor is a HUBZone joint venture, the aggregate of the qualified HUBZone SBC's to the joint venture, not each concern separately, must perform the applicable percentage of work required by this clause.

If the Lessor is a HUBZone small business concern (SBC) that did not waive the price evaluation preference, the Lessor shall provide a certification within 10 days after Lease award to the LCO (or representative designated by the LCO) that the Lessor was an eligible HUBZone SBC on the date of award. If it is determined within 20 days after award that a HUBZone SBC Offeror that has been awarded the Lease was not an eligible HUBZone SBC at the time of award, and the HUBZone SBC Lessor failed to provide the LCO with information regarding a change to its HUBZone eligibility prior to award, then the Lease shall be subject, at the LCO's discretion, to termination, and the Government will be relieved of all obligations to the Lessor in such an event and not be liable to the Lessor for any costs, claims, or damages of any nature whatsoever.

1.13 LESSOR'S DUNS NUMBER (OCT 2017)

Lessor's Dun & Bradstreet DUNS Number: **612879051**.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located.

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example, 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI/BOMA standard for the type of space to which the CAF shall apply.

F. Contract. "Contract" shall mean this Lease.

G. Contractor. "Contractor" shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1..

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mailing or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI/BOMA Office Area.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice without an express delegation by the prior LCO.

2.03 ALTERATIONS REQUESTED BY THE GOVERNMENT (OCT 2018)

A. The Government may request the Lessor to provide alterations during the term of the Lease. Alterations will be ordered by issuance of a Lease Amendment, GSA Form 300, Order for Supplies or Services, or a tenant agency-approved form when specifically authorized to do so by the LCO. The General Services Administration Acquisition Manual ("GSAM") clause, 552.270-31, Prompt Payment, including its invoice requirements, shall apply to orders for alterations. All orders are subject to the terms and conditions of this Lease and may be placed by the LCO or a warranted contracting officer's representative (COR) in GSA or the tenant agency when specifically authorized to do so by the LCO, subject to the threshold limitation below.

B. Orders for alterations issued by an authorized COR are limited to no more than $250,000 (LCOs are not subject to this threshold). This threshold will change according to future adjustments of the simplified acquisition threshold (see FAR 2.101). The LCO will provide the Lessor with a list of tenant agency officials authorized to place orders and will specify any limitations on the authority delegated to tenant agency officials. The tenant agency officials are not authorized to deal with the Lessor on any other matters.

C. Payments for alterations ordered by the tenant agency under the authorization described in sub-paragraph B will be made directly by the tenant agency placing the order.

2.04 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor, and the Government will be relieved of any liability in connection therewith.

2.05 ~~PAYMENT OF BROKER (JUL 2011)~~

2.06 CHANGE OF OWNERSHIP (SIMPLIFIED) (OCT 2018)

A. If during the term of the Lease, title to the Property is transferred, the Lease is assigned, or the Lessor changes its legal name, the Lessor and its successor shall comply with the requirements of FAR Subpart 42.12. If title is transferred, the Lessor shall notify the Government within five days of the transfer of title.

B. The Government and the Lessor may execute a Change of Name Agreement if the Lessor is changing only its legal name, and the Government's and the Lessor's respective rights and obligations remain unaffected. A sample form is found at FAR 42.1205.

C. If title to the Property is transferred, or the Lease is assigned, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Lease Amendment.

D. In addition to all documents required by FAR 42.1204, the LCO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer, and to determine whether the transfer of the Lease is in the Government's interest.

E. If the LCO determines that recognizing the Transferee as the Lessor is not in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease have been paid in full or completely set off against the rental payments due under the Lease.

F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards" (See FAR 52.232-33), and complete all required representations and certifications within SAM.

G. If title to the Property is transferred, or the Lease is assigned, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall not commence until the Government has received all information reasonably required by the LCO under sub-paragraph- D, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F. .

2.07 ~~REAL ESTATE TAX ADJUSTMENT (JUN 2012)~~

2.08 ~~ADJUSTMENT FOR VACANT PREMISES (SIMPLIFIED) (OCT 2017)~~

2.09 ~~OPERATING COSTS ADJUSTMENT (JUN 2012)~~

2.10 DEFAULT BY LESSOR (APR 2012)

A. The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

2.11 INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

2.12 MUTUALITY OF OBLIGATION (SIMPLIFIED) (APR 2011)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and perform such other obligations as may be specified herein, are interdependent.

2.13 CHANGES (SIMPLIFIED) (SEP 2011)

A. The LCO may at any time, by written order, direct changes to the TIs within the Space, Building Security Requirements, or the services required under the Lease.

B. If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

1. An adjustment of the delivery date;

2. An equitable adjustment in the rental rate; or
3. A lump sum equitable adjustment.

C. The Lessor shall assert its right to an amendment under this clause within **30 days** from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change, except the Lessor shall not be obligated to comply with such order or direction if the adjustment to which it is entitled causes the annual rent (net of operating costs) to exceed the Simplified Lease Acquisition Threshold established under GSAR 570.102.

D Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly delegated in writing the authority to direct changes, the Government shall not be liable to Lessor under this clause.

2.14 COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all Buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, state and local laws applicable to and enforceable against it as a tenant under this Lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

2.15 ~~MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (SIMPLIFIED) (APR 2015)~~

2.16 CLAUSES INCORPORATED BY REFERENCE (SIMPLIFIED) (FEB 2020)

This Lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. All dollar thresholds set forth below refer to Total Contract Value, or the total of all gross rental payments to be made during the initial term of the Lease plus any options. All citations to the FAR or GSAR are provided for convenience of reference, and shall not be understood as subjecting this Lease to any provision of the FAR or GSAR except to the extent that clauses prescribed by the FAR or GSAR are expressly incorporated into this Lease.

1. FAR 52.204-10, REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) (Applicable if over $30,000 total contract value.)
2. FAR 52.204-13, SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
3. FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
4. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
5. FAR 52.209-6, PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to Leases over $35,000 total contract value.)
6. FAR 52.215-10, PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011) (Applicable when cost or pricing data are required for work or services over $750,000.)
7. FAR 52.215-12, SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010) (Applicable when the clause at FAR 52.215 10 is applicable.)
8. FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALTERNATE III (JAN 2017) (Applicable to Leases over $700,000 total contract value.)
9. FAR 52.219-16, LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999) (Applicable to Leases over $700,000 total contract value.)
10. FAR 52.219-28, POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) (Applicable to Leases exceeding the micro-purchase threshold.)
11. FAR 52.222-21, PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
12. FAR 52.222-26, EQUAL OPPORTUNITY (SEP 2016)
13. FAR 52.222-35, EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) (Applicable to Leases $150,000 or more, total contract value.)
14. FAR 52.222-36, EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) (Applicable to Leases over $15,000 total contract value.)
15. FAR 52.222-37, EMPLOYMENT REPORTS ON VETERANS (FEB 2016) (Applicable to Leases $150,000 or more, total contract value.)
16. FAR 52.223-6, DRUG-FREE WORKPLACE (MAY 2001) (Applicable to Leases over the Simplified Lease Acquisition Threshold as well as to any Leases of any value awarded to an individual)
17. FAR 52.232-23, ASSIGNMENT OF CLAIMS (MAY 2014) (Applicable to Leases over the micro-purchase threshold.)
18. FAR 52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (OCT 2018)
19. FAR 52.233-1, DISPUTES (MAY 2014)

20. 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)
21. GSAR 552.215-70, EXAMINATION OF RECORDS BY GSA (JUL 2016)
22. GSAR 552.270 20, PAYMENT (SEP 1999)
23. GSAR 552.270-25, SUBSTITUTION OF TENANT AGENCY (SEP 1999)
24. GSAR 552.270-31, PROMPT PAYMENT (JUN 2011)

2.17 GSAR 552.270-33 SYSTEM FOR AWARD MANAGEMENT - LEASING (FEB 2020)

(a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
"Registered in the System for Award Management (SAM)" means that–
(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
(4) The Government has marked the record "Active".
"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.
(b)
(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
(1) Company legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.t
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).
(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

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4.01 ~~SCHEDULE FOR COMPLETION OF SPACE (SIMPLIFIED) (SEP 2013)~~

4.02 ~~GREEN LEASE SUBMITTALS (SIMPLIFIED) (OCT 2019)~~

4.03 ~~CONSTRUCTION SCHEDULE AND INITIAL CONSTRUCTION MEETING (SIMPLIFIED) (SEPT 2011)~~

4.04 ~~ACCESS BY THE GOVERNMENT PRIOR TO ACCEPTANCE (SIMPLIFIED) (APR 2011)~~

4.05 ~~CONSTRUCTION INSPECTIONS (APR 2011)~~

4.06 ~~ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (SIMPLIFIED) (MAY 2015)~~

4.07 ~~LEASE TERM COMMENCEMENT DATE AND RENT RECONCILIATION (SIMPLIFIED) (JUN 2012)~~

4.08 ~~AS-BUILT DRAWINGS (SIMPLIFIED) (OCT 2019)~~

4.09 ~~SEISMIC RETROFIT (SEP 2013)~~

SECTION 5 ~~TENANT IMPROVEMENT COMPONENTS~~

5.01 ~~TENANT IMPROVEMENT REQUIREMENTS (SIMPLIFIED) (OCT 2016)~~

5.02 ~~FINISH SELECTIONS (SIMPLIFIED) (SEP 2013)~~

5.03 ~~WINDOW COVERINGS (SIMPLIFIED) (AUG 2011)~~

5.04 ~~DOORS: SUITE ENTRY (SIMPLIFIED) (OCT 2019)~~

5.05 ~~DOORS: INTERIOR (SIMPLIFIED) (OCT 2019)~~

5.06 ~~DOORS: HARDWARE (SEP 2013)~~

5.07 ~~DOORS: IDENTIFICATION (JUN 2012)~~

5.08 ~~PARTITIONS: SUBDIVIDING (SIMPLIFIED) (OCT 2019)~~

5.09 ~~WALL FINISHES (SIMPLIFIED) (OCT 2019)~~

5.10 ~~PAINTING – TI (SIMPLIFIED) (OCT 2019)~~

5.11 ~~FLOOR COVERINGS AND PERIMETERS (SIMPLIFIED) (OCT 2019)~~

5.12 ~~HEATING AND AIR CONDITIONING (JUN 2012)~~

5.13 ~~ELECTRICAL: DISTRIBUTION (JUN 2012)~~

5.14 ~~TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (JUN 2012)~~

5.15 ~~TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)~~

5.16 ~~DATA DISTRIBUTION (JUN 2012)~~

5.17 ~~ELECTRICAL, TELEPHONE, DATA FOR SYSTEMS FURNITURE (JUN 2012)~~

5.18 ~~LIGHTING: INTERIOR AND PARKING – TI (SIMPLIFIED) (SEP 2013)~~

5.19 ~~AUTOMATIC FIRE SPRINKLER SYSTEM - TI (OCT 2016)~~

SECTION 6 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

6.01 ~~PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS (SIMPLIFIED) (JUN 2012)~~

6.02 ~~UTILITIES (APR 2011)~~

6.03 ~~UTILITIES SEPARATE FROM RENTAL (SIMPLIFIED) (MAR 2013)~~

6.04 ~~UTILITY CONSUMPTION REPORTING (OCT 2016)~~

6.05 ~~HEATING AND AIR CONDITIONING (OCT 2018)~~

6.06 ~~OVERTIME HVAC USAGE (SIMPLIFIED) (OCT 2018)~~

6.07 ~~JANITORIAL SERVICES (JUN 2012)~~

6.08 ~~SNOW REMOVAL (APR 2011)~~

6.09 ~~MAINTENANCE AND TESTING OF SYSTEMS (SIMPLIFIED) (JUN 2012)~~

6.10 ~~MAINTENANCE OF PROVIDED FINISHES (OCT 2016)~~

6.11 ~~ASBESTOS ABATEMENT (APR 2011)~~

6.12 ~~ONSITE LESSOR MANAGEMENT (APR 2011)~~

6.13 ~~IDENTITY VERIFICATION OF PERSONNEL (OCT 2016)~~

6.14 ~~SCHEDULE OF PERIODIC SERVICES (JUN 2012)~~

6.15 ~~LANDSCAPE MAINTENANCE (APR 2011)~~

6.16 ~~RECYCLING (SIMPLIFIED) (JUN 2012)~~

6.17 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

6.18 ~~INDOOR AIR QUALITY (OCT 2019)~~

6.19 ~~RADON IN AIR (OCT 2016)~~

6.20 ~~RADON IN WATER (JUN 2012)~~

6.21 ~~HAZARDOUS MATERIALS (SEP 2013)~~

6.22 ~~MOLD (SIMPLIFIED) (OCT 2018)~~

6.23 ~~OCCUPANT EMERGENCY PLANS (SEP 2013)~~

EXHIBIT A

EXHIBIT A TO LEASE NUMBER 36C26020L0025

GSA FORM 1364A SIMPLIFIED LEASE PROPOSAL	REQUEST FOR LEASE PROPOSALS NUMBER XXXXXXX	DATE:

SECTION I – BUILDING INFORMATION

1	A. BUILDING NAME		2	NUMBER OF FLOORS	6	TOTAL PARKING FOR BUILDING STRUCTURE: SURFACE:
	B. BUILDING STREET ADDRESS		3	LIVE FLOOR LOAD (LBS / SQ FT)	7	CONSTRUCTION TYPE
	C. CITY	D. STATE	4	TOTAL RENTABLE AREA (SQ FT)	8	A. BUILDING BUSINESS HOURS (MON – FRI)
	E. 9-DIGIT ZIP CODE	F. CONGR. DISTRICT	5	BUILDING AGE (YRS)		B. BUILDING BUSINESS HOURS (SAT – SUN)

SECTION II – SPACE OFFERED AND RATES

9	FLOOR LOCATION	SUITE NUMBER	ANSI/BOMA SQ FT	TYPE OF SPACE	FLOOR LOCATION	SUITE NUMBER	ANSI/BOMA SQ FT	TYPE OF SPACE

	TYPE OF SPACE	ANSI/ BOMA AREA (SQ FT) A	COMMON AREA FACTOR B	RENTABLE SQ FT (RSF) A x B = C	FIRM TERM: RENTAL RATE PER RSF/YR D	FIRM TERM: ANNUAL RENT C x D = E	NON-FIRM TERM: RENTAL RATE (PER RSF/YR) F	NON-FIRM TERM: ANNUAL RENT C x F = G	OPTION TERM: RENTAL RATE (PER RSF/YR) H	OPTION TERM: ANNUAL RENT C x H = I
10	OFFICE	N/A			$	$	$	$	$	$
11	OTHER				$	$	$	$	$	$
12	TOTAL					$		$		$
13	COMPOSITE ABOA PER SQ FT RATES				12E ÷ 12A = 13A	$	12G ÷ 12A = 13B	$	12I ÷ 12A = 13C	$

14 **A. RATE ADJUSTMENT FOR VACANT SPACE: $_______/ ABOA SF**

B. FREE RENT INCLUDED IN OFFER
- ☐ 1. ______ months free rent (includes shell, operating, TI and BSAC rent)
- ☐ 2. Other rental concessions structured as follows ______
- ☐ 3. None

15 **A. HOURLY RATE FOR OVERTIME HVAC:**
Zone $_____ Floor $ _______ Entire space $_____

B. ADJUSTMENT FOR REDUCED SERVICES $________per ABOA SF*
*Only applies when Government requires extended services, such as 24/7 HVAC, beyond normal operating hours (check RLP/Lease for confirmation). Reflects reduction if Government no longer requires these extended services.

16	NUMBER OF PARKING SPACES OFFERED TO GOVERNMENT:	A. STRUCTURED:	C. SURFACE:
	CHARGE FOR SPACES OFFERED TO GOVERNMENT (IF NOT IN RENT):	B. STRUCTURED: $ / MO	D. SURFACE: $ / MO
17	RIGHT TO USE OF ROOFTOP AREA FOR ANTENNAS AND ASSOCIATED RIGHTS IN BUILDING	☐ INCLUDED	☐ NOT INCLUDED

SECTION III – OWNER/OFFEROR INFORMATION

18	A. OFFEROR (NAME AND COMPLETE MAILING ADDRESS)	B. OFFEROR'S AUTHORIZED REPRESENTATIVE (IF APPLICABLE) (NAME AND COMPLETE MAILING ADDRESS)	19	TELEPHONE NUMBER
			20	EMAIL ADDRESS

21 OFFEROR'S FORM OF BUSINESS: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION – SPECIFY STATE:

SECTION IV – OFFER

EXHIBIT A

22	RLP AMENDMENTS ACKNOWLEDGED (INITIAL)	NO. 1	NO. 2	NO. 3	NO. 4	NO. 5

23 On behalf of the Offeror, the undersigned offers to lease to the Government the Premises described in Sections I and II, together with all other rights indicated therein, at the rental and other rates stated, on the terms and conditions set forth in the referenced Request for Lease Proposals and this Proposal. This Offer shall remain open for a period of 60 days.

A. SIGNATURE	B. NAME	C. TITLE	D. DUNS NUMBER	E. DATE

EXHIBIT A TO LEASE NO. GS-XXX-XXXXX

SECTION V – PROPOSED ADDITIONAL TERMS, CONDITIONS

24 OFFEROR WILL COMPLETE THE FOLLOWING FIRE/LIFE SAFETY, ACCESSIBILITY, AND ENERGY SAVINGS IMPROVEMENTS AS REQUIRED IN THE LEASE:

25 ADDITIONAL TERMS AND CONDITIONS WITH RESPECT TO THIS OFFER:

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
	25	52-203-7	ANTI-KICKBACK PROCEDURES
	26	52-223-6	DRUG-FREE WORKPLACE
	27	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	28	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	29	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	30	552.270-13	PROPOSALS FOR ADJUSTMENT
	31		CHANGES
AUDITS	32	552.215-70	EXAMINATION OF RECORDS BY GSA
	33	52.215-2	AUDIT AND RECORDS—NEGOTIATION

DISPUTES	34	52.233-1	DISPUTES
LABOR STANDARDS	35	52.222-26	EQUAL OPPORTUNITY
	36	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	37	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	38	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	39	52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES
	40	52.222-37	EMPLOYMENT REPORTS ON VETERANS
SUBCONTRACTING	41	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	42	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	43	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	45	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	46	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS
OTHER	47	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	48	552.204-70	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT
	49	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

LESSOR: _______ GOVERNMENT: _______

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor’s compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
"Registered in the System for Award Management (SAM)" means that–

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.t
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ''Renegotiation Board Interest Rate,'' and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) *Bona fide employee,* as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) *Contingent fee,* as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) *Improper influence,* as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)

This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (OCT 2015)

(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Obtain from

Poster(s)	
GSA Office of Inspector General "FRAUDNET HOTLINE	Contracting Officer

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed $5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor's subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

(Applicable when cost or pricing data are required for work or services over $750,000.)

This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)

This clause is incorporated by reference.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)
This clause is incorporated by reference.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
(Applicable to leases $150,000 or more, total contract value.)

(a) Definitions. As used in this clause—

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
(Applicable to leases over $15,000 total contract value.)

(a) *Equal opportunity clause*. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
(Applicable to leases $150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) (Applicable to leases over $35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
(Applicable if over $750,000 total contract value.)
This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (AUG 2018) ALTERNATE III (JAN 2017)
(Applicable to leases over $700,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over $700,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)

(Applicable if over $30,000 total contract value.)
This clause is incorporated by reference.

47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) Definitions. As used in this clause—
"Covered foreign country" means The People's Republic of China.
"Covered telecommunications equipment or services" means –
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
"Critical technology" means-
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening;
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).
"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.
(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.
(c) Exceptions. This clause does not prohibit contractors from providing-
(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. 552.204-70 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

(a) *Definitions.* As used in this clause-

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror or Contractor represents that it [ ] will or [ ] will not [Contractor to complete and submit to the Contracting Officer] provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract, order, or other contractual instrument resulting from this contract. This representation shall be provided as part of the proposal and resubmitted on an annual basis from the date of award.

(d) *Disclosures.* If the Offeror or Contractor has responded affirmatively to the representation in paragraph (c) of this clause, the Offeror or Contractor shall provide the following additional information to the Contracting Officer--

(1) All covered telecommunications equipment and services offered or provided (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

49. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference.

RESOLUTION NO. 2020-16

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, APPROVING THE LEASE AGREEMENT BETWEEN THE AGENCY AND THE UNITED STATES OF AMERICA; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY, RESPECTIVELY, TO EXECUTE AND ATTEST SAID LEASE AGREEMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR OR VICE-CHAIR AND SECRETARY TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE LEASE AGREEMENT AND TO MAKE ANY NECESSARY TECHNICAL CHANGES TO THE LEASE AGREEMENT SUBJECT TO CERTAIN CONDITIONS, INCLUDING SUBSTANTIVE CHANGES; AND PROVIDING AN AFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, on or about 1999, the Agency acquired certain real property located at 260 2nd Avenue East, Twin Falls, Idaho, more particularly described as Lots 13, 14, 15, and 16, Block 88, Twin Falls Townsite, Twin Falls County Idaho, according to the final and amended plat thereof recorded in book 1 of plats, page 7 Records of Twin Falls County, Idaho (the "Property");

WHEREAS, the Property was developed with a single-use building and leased to the United States of America ("Government") to be used for the Department of Veterans Affairs Community Based Outpatient Clinic (the "Lease"), from November 1, 2000, through October 31, 2010, which Lease was subsequently renewed for an additional ten (10) year term, and which Lease expires on October 31, 2020;

WHEREAS, the Agency and Government intend to renew the Lease subject to certain conditions under the Lease and upon agreement of the rental rate and other terms;

WHEREAS, the Agency and Government have commenced negotiations concerning the renewal of the Lease;

WHEREAS, Agency and Government and their counsel have prepared a proposed renewed Lease between Agency and Government for the lease of the Property (the "Renewed Lease"), a copy of which is attached hereto as **Exhibit A** and incorporated by reference;

WHEREAS, Agency staff has reviewed the Renewed Lease and recommends approval of the Renewed Lease subject to certain conditions;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Renewed Lease and to authorize the Chair or Vice-Chair to execute and attest the Renewed Lease, 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 Renewed Lease, attached hereto as **Exhibit A**, is hereby incorporated herein and made a part hereof by reference and is hereby approved and accepted, recognizing technical changes or corrections which may be required prior to execution of the Renewed Lease.

Section 3. That the Chair or Vice-Chair and Secretary of the Agency are hereby authorized to sign and enter into the Renewed Lease and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Renewed Lease subject to representations by the Agency staff and Agency legal counsel that all conditions precedent to and any necessary technical changes to the Renewed Lease or other documents are acceptable upon advice from the Agency's legal counsel that said changes are consistent with the provisions of the Renewed Lease and the comments and discussions received at the October 14, 2020, Agency Board meeting, including any substantive changes discussed and approved at that meeting.

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

PASSED AND ADOPTED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on October 14, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 14th day of October 2020.

APPROVED:

____
Rudy Ashenbrener, Chair

ATTEST:

____
Dan Brizee, Secretary

Exhibit A

Renewed Lease

4810-3878-2414, v. 1

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Wednesday, October 14, 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. 2020-14 approving as to form an agreement as to form a Purchase & Sale Agreement of agency-owned property at 260 2nd Ave E.

Background:

On November 1, 2000, the Urban Renewal Agency of the City of Twin Falls (the URA) approved an agreement to lease a property it owned to the U.S. Government Services Administration (the Lessee) for $1/year. The 0.287-acre site was described as Lots 13, 14, 15 & 16 on Block 88 of the original Twin Falls Townsite. Following approval of the lease, the Lessee improved the site and added a 4500 square foot building to the property.

On November 1, 2010, the URA extended its lease with the Lessee for another ten years at a price of $16,000/year. In July, of this year, the Lessee notified Staff that they want to extend their lease for another ten years.

In August, a broker from Thornton Oliver Keller, representing a prospective buyer, made an offer to acquire the property for $350k. The final purchase and closing are contingent upon the signing of a new lease that is acceptable to the buyer.

Attached to this report is a Purchase & Sale Agreement prepared by the Agency's Counsel. Should the Board choose to accept the purchase offer, it will then be made available to the public for a period of 30 days, to allow other interested parties the chance to exceed the purchase price of $350k in increments of $25k or greater.

The building is currently being assessed by McKinley, Klundt & Associates. At the time of the preparation of this report the final appraisal price was not available.

Approval Process:

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

Budget Impact:

Proceeds from the sale of the property will be budgeted for use within Revenue Allocation Area #4-1.

Regulatory Impact:

N/A

Conclusion:

The purchase offer of $350k is fair and reasonable and is within the range for similar properties. If the appraisal is near the offered amounts, and provided the Agency follows the guidelines for selling property outlined in Idaho Code 50-2011, Staff recommends the Board accept the offer and proceed with the disposition process. Adoption of Resolution No. 2020-14 would formalize this process and establish a record for the Agency.

Attachments:

1. Legal Notice_VA Site
2. Sale Agreement - 260 2nd Ave E
3. VA Property Sale Resolution

LEGAL NOTICE

NOTICE OF SALE OF DEVELOPED PROPERTY

260 2ND AVENUE EAST, TWIN FALLS, IDAHO

The Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency") is pleased to announce the sale of developed real property located at 260 2nd Avenue East, Twin Falls, Idaho, and more particularly described as: Lots 13, 14, 15, and 16, Block 88, Twin Falls Townsite, Twin Falls County Idaho, according to the final and amended plat thereof recorded in book 1 of plats, page 7 Records of Twin Falls County, Idaho (hereinafter the "Property"). The Property has a building (the "Building") and single tenant leasing the Building pursuant to a written agreement (the "Lease").

On October 14, 2020, the Agency considered and approved as to form a Real Estate Purchase Agreement with Four Leaf, LLC (the "PSA") for the disposition of the Property to Four Leaf, LLC (the "Buyer"), which transfer is expressly subject to the Agency's statutory requirements set forth in Idaho Code § 50-2011. This notice is to advise the public of the intent to dispose of the Property to the Buyer, seek public comment on the planned disposition, and invite competing proposals for consideration prior to disposing of the Property to the Buyer.

In accordance with Idaho Code § 50-2011, the Agency invites potential purchasers to submit competing proposals for the Property as described in Idaho Code § 50-2011, including the submission of a cashier's check in an amount no less than $375,000.00 and acceptance of the terms of the Agreement, and subject to the terms of the Lease. The Agency also invites public comment on the proposed disposition of the Property to Buyer per the terms of the PSA.

Interested individuals and firms are invited to obtain submission instructions (which includes copies of the PSA, Lease, Agency resolution, and other relevant documents). Submission instructions are available on the Agency's website: www.tfid.org and are also available at the Agency offices located at 203 Main Avenue East, Twin Falls, Idaho. Submissions will be accepted until 5:00 p.m. Mountain Time, Monday, November 16, 2020. Late or incomplete submissions will not be accepted.

Publish _________________.

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "**Agreement**") is made this ___ day of _______________, 2020, by and between Urban Renewal Agency of Twin Falls ("**Seller**") and Four Leaf, LLC, an Idaho limited liability company and/or assigns ("**Buyer**"). Seller owns that certain property located at 260 2nd Ave East, City of Twin Falls, County of Twin Falls, State of Idaho, more particularly described on **Exhibit A**, attached hereto and made a part hereof, together with all rights appurtenant thereto, including all right, title and interest of Seller in and to all easements, tenements, hereditaments, privileges and appurtenances thereunto belonging, improvements, buildings and structures thereon, and all of Seller's personal property used in the operation of the Property (except for property owned by any tenants).

The effective date of this Agreement (the "**Effective Date**") shall be the later date of the dates that both Buyer and Seller have executed this Agreement.

1. PURCHASE PRICE; PAYMENT TERMS. The purchase price to be paid by Buyer to Seller for the Property shall be Three Hundred and Fifty-Thousand and No/100 Dollars ($350,000.00) (the "**Purchase Price**"), payable in the following manner:

(a) Earnest Money. Within **five (5)** business days from the Effective Date (defined above). Buyer shall deposit with First American Title, Attn: Lori Barnhart, an amount equal to ten thousand and No/100 Dollars ($10,000.00) (the "Earnest Money"). If the Earnest Money is not deposited with the Escrow Agent (defined below), the broker receiving the Earnest Money agrees to hold it in trust for the parties hereto and deliver the Earnest Money to the Escrow Agent at Closing (defined below). The Earnest Money and interest earned thereon (if any) shall be fully refundable to Buyer until the expiration of the Due Diligence Period (defined below). The Earnest Money and interest earned thereon (if any) shall be applied toward the Purchase Price at Closing; provided the transaction contemplated by this Agreement proceeds through Closing.

(b) Cash. The Purchase Price, plus or minus prorations set forth herein, shall be paid by cash proceeds, wire transfer, personal check or official bank check on the Closing Date (defined below).

2. TITLE MATTERS. Not more than **ten (10) business days,** from the Effective Date, Seller shall deliver or cause to be delivered to Buyer, a commitment for an owner's title insurance policy, dated after the date hereof, issued by First American Title (the "**Title Insurer**") in the amount of the Purchase Price, with standard form coverage (the "**Title Commitment**"), together with legible copies of all documents referenced therein as exceptions, showing marketable and insurable title to the Property subject only to: (a) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money or otherwise on the Closing Date, and which Seller shall so remove at Closing; (b) standard exceptions printed by the Title Insurer; (c) title exceptions not otherwise objected to by Buyer; (d) current years' taxes and assessments to be prorated at Closing, and (e) that certain U.S. Government Lease for Real Property dated November 1, 2000, as supplemented by that certain Supplemental Lease Agreement dated November 1, 2000, as may be renewed during this Agreement (collectively "Lease") (all collectively, the "**Permitted Exceptions**"). Buyer shall have the later of (i) **fifteen (15) days** after receipt of the Title Commitment or (ii) until expiration of the Due Diligence Period, within which to object in writing to any material exception shown thereon and, if said exception cannot be removed by Seller on or before the Closing Date, Buyer shall have the right to terminate this Agreement, in which event the Earnest Money and all interest earned thereon (if any) shall be returned to Buyer and all parties thereafter released and discharged from any further obligation under this Agreement. The failure of the Buyer to deliver written notice of an objection to a material exception shown on the Title Commitment within such title review period shall conclusively constitute the approval by Buyer of the exceptions shown in the Title Commitment. Without limiting the foregoing, Seller shall not take any action or record any documents that would affect title to the Property after the date of this Agreement, except that Seller may enter into a new supplement or amendment to the Lease. In addition, Seller shall remove any defect or encumbrance attaching by, through or under Seller after the date of this Agreement, except for a new supplement or amendment to the Lease. Any and all monetary encumbrances recorded against the Property may be discharged by Seller at Closing out of the Purchase Price. The legal description set forth in the Title Commitment shall be the legal description used to describe the Property on the special warranty deed delivered to Buyer by Seller at Closing.

3. DUE DILIGENCE.

(a) Right to Inspect. For a period of **sixty (60) days, by close of business,** from the Effective Date (the "**Due Diligence Period**"), Seller hereby grants a license to Buyer and Buyer's agents to enter on to the Property for all purposes reasonably related to making a full and adequate determination of the suitability of the Property for Buyer's intended use, and Buyer and Buyer's agents shall have the right, during reasonable hours, to inspect the Property, and to undertake, at Buyer's expense, such inspections and other activities as it shall determine in connection therewith, all subject to the terms and conditions of the Lease, including, without limitation, the right to make: (i) a complete physical inspection of the Property; (ii) investigations regarding zoning, subdivision and code requirements; (iii) real estate tax analysis and investigation of available financing; (iv) investigation of all records and all other documents and matters, public or private pertaining to Seller's ownership of the Property; (v) investigation of the structural integrity of all improvements including the roof of each building, and all operating systems serving the improvements including, without limitation, heating, ventilation and air conditioning systems, plumbing, electrical, and all other systems; and (vi) to make application for and receive any and all permits, approvals and written agreements satisfactory to Buyer (including, without limitation, building and use permits) required by the appropriate public or governmental authorities to permit the use of the Property in accordance with Buyer's intended use, so long as such permits, approvals or agreements are non-binding and do not affect the Property if Buyer fails to close this transaction. The foregoing shall hereinafter sometimes be collectively referred to as the "**Inspection**." The Inspection shall not disturb the quiet enjoyment of Seller or Seller's tenant(s) (if any) or be without prior notice to Seller. Buyer agrees to indemnify and hold Seller harmless from any and all costs and expenses incurred or sustained by Seller as a result of such acts of Buyer, or Buyer's agents or independent contractors pursuant to the right granted by this paragraph; provided Buyer's liability and indemnification obligation shall not extend to any condition of the Property currently existing thereon or discovered by Buyer, Buyer's agents or contractors.

(b) Extension of Due Diligence Period. Buyer shall have **one (1)** option to extend the Due Diligence Period for **thirty (30)** days with prior written notice to Seller five (5) business days prior to the expiration.

(c) Due Diligence Information. Within **ten (10) days** from the Effective Date, Seller shall provide to Buyer copies of the Lease, any and all documents, contracts, reports, studies, maps, tax billings, as-built drawings, warranty information, copies of all service contracts relating to the Property (including landscaping and janitorial contracts) in Seller's possession relating to the Property including, without limitation, those certain Due Diligence items referenced on **Exhibit B** attached hereto and made a part hereof (collectively, the "**Due Diligence Information**"). In the event Buyer terminates this Agreement pursuant to paragraph 3(d) below, Buyer shall return to Seller all Due Diligence Information provided by Seller.

(d) Lease Supplement or Amendment. Seller is negotiating with the tenant under the Lease to extend tenant's lease for the Property. During the Due Diligence Period, Seller will communicate with Buyer regarding the status of the negotiations and final terms agreed to with the tenant, if any.

(e) Termination Notice. In the event that Buyer, in Buyer's sole and exclusive discretion, is not satisfied for any reason, or for no reason, with the results of the Inspection, Buyer may, by written notice (the "**Termination Notice**") delivered to Seller on or before the expiration of the Due Diligence Period, terminate this Agreement, which thereafter shall be of no force and effect without further action by the parties hereto. If Buyer terminates this Agreement by timely delivering the Termination Notice, the Earnest Money shall be returned to Buyer. In the event Buyer does not deliver such Termination Notice to Seller on or before the expiration of the Due Diligence Period, this transaction shall proceed to Closing without further notice from either party.

4. CONDITIONS PRECEDENT TO CLOSING. This Agreement, and the parties' obligation to close the transaction contemplated herein, are subject to the following express conditions:

(a) It is a Seller's condition to Closing that Buyer fully performs under this Agreement.

(b) It is a Buyer's condition to Closing that Seller fully performs under this Agreement.

Notwithstanding anything to the contrary that may be contained herein, each of the conditions precedent may be waived in writing by the party benefitted by such condition. The parties will have until the expiration of the applicable deadlines set forth in this Agreement (or if none are provided; until Closing) in which to satisfy or waive all conditions precedent to Closing. In the event of a failure of any other condition precedent set forth herein, then the party benefitted by the condition may declare this Agreement null and void, in which event the refundable Earnest Money shall be returned to Buyer, and the parties shall have no further obligations or liabilities hereunder.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER. Except as stated in this Section 5, Buyer purchases the Property "AS-IS, WHERE-IS" with all faults, and Seller makes no other representation or warranty regarding the condition of the Property or otherwise. Seller hereby represents, warrants and covenants to Buyer that as of the date of this Agreement and as of the Closing Date: (a) Seller makes the warranties of title contained in the special warranty deed subject to the Permitted Exceptions and there shall be no change in the ownership, operation or control of the Property from the date hereof to the Closing Date, other than a Lease supplement or amendment; (b) Seller has no knowledge of condemnation or judicial proceedings, administrative actions or examinations, claims or demands of any type that have been instituted or are pending or threatened against Seller, the Property or any part thereof, and in the event Seller receives notice of any such proceeding, action, examination or demand, Seller shall promptly deliver a copy of such notice to Buyer; ; and (c) Seller represents and warrants to Buyer that Seller has no knowledge of Seller and Seller's directors, officers, shareholders, employees, agents, licensees, invitees, and contractors having t used, produced, released, stored, transported, disposed of, generated, deposited any Hazardous Materials on the Property except in compliance with the applicable Environmental Laws. The term "Hazardous Materials" shall collectively refer to underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws. "Environmental Laws" shall collectively refer to shall collectively refer to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Toxic Substances Control Act, the Clean Water Act 33 U.S.C. § 1251-1387, the Resource Conservation and Recovery Act as amended ("RCRA"), or any other similar federal, state or local law, rule or regulation respecting Hazardous Materials together with all rules and regulations promulgated thereunder and all amendments thereto.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BUYER. Buyer hereby represents, warrants and covenants to Seller that as of the date of this Agreement and as of the Closing Date: (a) Buyer has the full power and authority to: (i) acquire title to the Property; (ii) enter into this Agreement; and (iii) carry out and consummate the transactions contemplated by this Agreement; (b) execution and delivery of this Agreement by the signatories hereto on behalf of Buyer, and the performance of this Agreement by Buyer, have been duly authorized by Buyer, and neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of or default under any agreement, document or instrument to which Buyer is a party or by which Buyer is bound; or (ii) violate any existing statute, restriction, order, writ, injunction or decree of any court, administrative agency or governmental body to which Buyer is subject; (c) there is no action, suit, proceeding, inquiry or investigation before any court, governmental agency or instrumentality pending or, to the knowledge of Buyer, threatened against Buyer wherein an unfavorable decision, ruling or finding would adversely affect Buyer's ability to consummate the transactions contemplated by this Agreement; and (d) Buyer has or will have at Closing the financial resources to consummate the transactions contemplated by this Agreement.

7. CLOSING AND RELATED MATTERS. The closing of the transaction contemplated by this Agreement shall occur when Seller and Buyer deliver to First American Title, Attn: Lori Barnhart, 1502 Locust St. N Bldg. 300 Twin Falls, Idaho 83301, 208.734.2905 (the "**Escrow Agent**") their respective "Closing Deposits" set forth below and upon recording of the special warranty deed ("**Closing**"). Closing shall take place at a time mutually agreed upon by the parties at the office of Escrow Agent within **10 days** following expiration of the Due Diligence Period (the "**Closing Date**"). Closing shall be through escrow, using form escrow instructions then in use by Escrow Agent, modified to reflect the terms and conditions of the transaction contemplated herein. This Agreement shall not be merged into any escrow agreement, and the escrow agreement shall always be deemed auxiliary to this Agreement. The provisions of this Agreement shall always be deemed controlling as between Seller and Buyer.

(a) Seller's Closing Deposits. On or before the Closing Date, Seller shall deliver the following to Escrow Agent: (i) special warranty deed executed by Seller conveying the Property to Buyer subject only to the Permitted Exceptions; (ii) assignment to Buyer of all of Seller's right, title and interest in and to warranties relating to the Property, if any; (ii) assignment to Buyer all of Seller's right, title and interest in and to the Lease and security deposits under the Lease; (iv) Seller-approved Closing statement; and (v) such other documents as the Title Insurer may reasonably require for Closing. All of the documents and instruments to be delivered by Seller hereunder shall be in form and substance reasonably satisfactory to counsel for Buyer.

(b) Buyer's Closing Deposits. On or before the Closing Date, Buyer shall deliver the following to Escrow Agent: (i) Buyer-approved Closing statement; (ii) cash or certified funds in an amount sufficient to meet Buyer's obligations hereunder; and (iii) such other documents as the Title Insurer for Closing. All of the documents and instruments to be delivered by Buyer hereunder shall be in form and substance reasonably satisfactory to counsel for Seller.

(c) Prorations and Adjustments. The following items shall be prorated and adjusted as of the Closing Date: (i) general real estate taxes and all other levies and charges against the Property for the year of Closing that are accrued but not yet due and payable, and such taxes shall be prorated on the basis of the most recent ascertainable tax bills; (ii) any and all unpaid installments of any assessment levied against the Property, including those that become due and payable after the Closing Date; (iii) all charges for utilities, including water charges, shall be paid by Seller to the Closing Date, and bills received after Closing that relate to expenses incurred or services performed allocable to the period prior to the date of Closing shall be paid by Seller post-Closing as and when due; (iv) rent under the Lease, and (v) such other items as are customarily prorated in transaction of the type contemplated in this Agreement. Buyer shall not be liable for any state, county, federal income, excise or sales tax liabilities of Seller.

(d) Closing Costs In addition to the foregoing, the parties agree to pay the following costs: Seller shall pay the premiums of standard owner's title insurance, transfer or sales taxes, Seller recording fees, and any costs required to cure title defects. Buyer shall pay premiums for extended title insurance, requested title endorsements and lender's title insurance (if applicable), and Buyer recording fees. The Escrow Agent's fee shall be split equally between the parties. Each party shall pay the fees of its attorneys, accountants and other professionals incurred in negotiating this Agreement, and closing the transaction contemplated by this Agreement

None of the costs to be paid by the parties in Sections 7(c) and 7 (d) creates an inspection or performance obligation other than strictly for the payment of costs. There may be other costs incurred in addition to those set forth above. Such costs may be required by the lender (if any), law, or other such circumstances.

(e) Possession. Possession of the Property shall be delivered to Buyer on the Closing Date, subject to the tenant's right of possession under the Lease.

(f) Tax-deferred Exchange. Notwithstanding any other provisions contained herein, either party may use the transaction contemplated herein to facilitate a tax-deferred exchange of real property under such terms and conditions that qualify as a tax-deferred exchange under Section 1031 of the Internal Revenue Code of 1986, as amended. The parties hereby agree to cooperate with each other fully in completing such tax-deferred exchange(s); provided, however that: (i) such tax-deferred exchange(s) creates no additional liability to the party not effecting such exchange; (ii) all costs of facilitating such tax-deferred exchange are paid by the party effecting the 1031 Exchange; and (iii) Closing of the transaction contemplated by this Agreement is not delayed due to such tax-deferred exchange.

8. DEFAULT AND REMEDIES.

(a) Default by Buyer. If Buyer should fail to consummate the transaction contemplated herein for any reason other than default by Seller, Seller's sole remedies shall be the Earnest Money and termination of this Agreement, in which neither party shall have any further obligation to the other except as expressly set forth in this Agreement. Seller shall make demand for the Earnest Money from the Escrow Agent, and Escrow Agent shall pay from the Earnest Money costs incurred by Seller relating to the transaction including, without limitation, cancellation fees for title insurance and escrow, credit report fees, and inspection fees.

(b) Default by Seller. If Seller should fail to consummate the transaction contemplated herein for any reason other than default by Buyer, Buyer may elect any one or more of the following remedies: (i) to enforce specific performance of this

Agreement; (ii) to bring a suit for damages for breach of this Agreement; (iii) to terminate this Agreement, whereupon Seller shall return all of the Earnest Money to Buyer ; or (iv) pursue any and all remedies at law or equity.

9. **BROKERAGE**. The RESPONSIBLE BROKER in this transaction is Michael J. Ballantyne, Designated Broker for TOK LLC dba TOK Commercial.

Listing Broker:	None	Buyer Broker:	TOK LLC
Agent:		Agent:	Grayson Stone
Address:		Address:	195 River Vista Suite #204 Twin Falls, Idaho
Phone:		Phone:	208.948.0808
Email:		Email:	grayson@tokcommercial.com

Buyer will pay a commission to Buyer's Broker as per their separate agreement. Seller agrees to pay one-half of Buyer's Broker's commission, not to exceed 3% of the Purchase Price. Except as expressly set forth above, the parties agree that no other broker or agent was the procuring cause of the transaction contemplated by this Agreement, and each of the parties represents and warrants to the other that it has not incurred and will not incur any liability for finder's or brokerage fees or commissions in connection with this Agreement. Buyer agrees to protect, defend, indemnify and hold harmless the other, their respective successors and assigns, from and against any and all obligations, costs, expenses, and liabilities including, without limitation, all reasonable attorneys' fees and court costs, arising out of or relating to any claim for finder's or brokerage fees or commissions or other such compensation resulting from the dealings of Buyer in connection with the transaction completed by this Agreement.

10. **REPRESENTATION CONFIRMATION**. Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the Buyer and Seller, respectively:

Section 1:

☐ A. The brokerage working with the Buyer(s) is acting as an AGENT for Buyer(s).
☐ B. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s), without an ASSIGNED AGENT.
☐ C. The brokerage working with the Buyer(s) is acting as a LIMITED DUAL AGENT for Buyer(s) and has an ASSIGNED AGENT acting solely on behalf of the Buyer(s).
☒ D. The brokerage working with the Buyer(s) is acting as a NONAGENT for Buyer(s).

Section 2:

☐ A. The brokerage working with Seller(s) is acting as an AGENT for Seller(s).
☐ B. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s), without an ASSIGNED AGENT.
☐ C. The brokerage working with Seller(s) is acting as a LIMITED DUAL AGENT for Seller(s) and has an ASSIGNED AGENT acting solely on behalf of the Seller(s).
☒ D. The brokerage working with the Seller(s) is acting as a NONAGENT for Seller(s).

Each party signing this Agreement confirms that such party has received, read and understood the Agency Disclosure Brochure attached hereto as **Exhibit C** and made a part hereof, adopted or approved by the Idaho Real Estate Commission, and has consented to the relationship confirmed above. In addition, each party confirms that the Selling/Listing Brokerage's agency office policy was made available for inspection and review. Each party understands that such party is a "**Customer**," and is not represented by a brokerage unless there is a signed written agreement for agency representation.

11. **NOTICES.** All notices, demands, requests and other communications under this Agreement shall be in writing and shall be deemed properly served or delivered, if delivered by hand to the party whose attention it is directed, or when sent, three (3) days after deposit in the U.S. mail, postage prepaid, certified mail, return receipt requested, or one (1) day after deposit with a nationally recognized air carrier providing next day delivery, or if sent via facsimile transmission, when received as determined by the facsimile transmission report related thereto, to the party's address listed below.

12. MISCELLANEOUS.

(a) Binding on Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns. Buyer may assign its interest in and to this Agreement to an entity related to or affiliated with Buyer, or to a third party,with Seller's prior consent.

(b) Business Days; Time for Performance. A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the Property is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by the state of Idaho as found in Idaho Code §73-108. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or legal holiday recognized by Section 73-108, Idaho Code, such time for performance shall be extended to the next business day, and any related deadlines shall be extended accordingly.

(c) Execution in Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. The parties expressly agree that the transactions contemplated by this Agreement may be conducted by electronic means. In furtherance of the foregoing, this Agreement may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

(d) Survival. The terms, provisions, and covenants (to the extent applicable) and indemnities shall survive Closing and delivery of the special warranty deed for a period of one (1) year from Closing, and this Agreement shall not be merged therein, but shall remain binding upon and for the parties hereto until fully observed, kept or performed.

(e) Entire Agreement. This Agreement embodies the entire contract between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, whether written or oral, between the parties. No extension, change, modification or amendment to or of this Agreement of any kind whatsoever shall be made or claimed by Seller or Buyer, and no notice of any extension, change, modification or amendment made or claimed by Seller or Buyer shall have any force or effect whatsoever unless the same shall be endorsed in writing and be signed by the party against which the enforcement of such extension, change, modification or amendment is sought, and then only to the extent set forth in such instrument. Nothing herein is intended, nor shall it be construed, as obligating either party to agree to any modification if this Agreement.

(f) Severability. In the event any term or provisions of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. This Agreement shall be governed by the laws of the State of Idaho, without regard to conflicts of laws principles.

(g) Time of Essence. All times provided for in this Agreement or in any other instrument or document referred to herein or contemplated hereby, for the performance of any act will be strictly construed, it being agreed that time is of the essence of this Agreement.

(h) Recitals and Exhibits. The recitals and exhibits attached to this Agreement are incorporated into this Agreement as if set forth in full herein.

(i) Attorneys' Fees. If either party shall default in the full and timely performance of this Agreement and said default is cured with the assistance of an attorney for the other party and before the commencement of a suit thereon, as a part of curing said default, the reasonable attorneys' fees incurred by the other party shall be reimbursed to the other party upon demand. In the event that either party to this Agreement shall file suit or action at law or equity to interpret or enforce this Agreement hereof, the unsuccessful party to such litigation agrees to pay to the prevailing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party, including the same with respect to an appeal.

ACCEPTANCE. Buyer acknowledges that the Seller must complete a public competitive proposal process before selling this Property and executing this Agreement. If Seller receives competing proposals it must evaluate the proposals for what is in the best interest of the public and in furtherance of the purposes of Idaho urban renewal law. Accordingly, this Agreement is not binding on the Seller and confers no property or contractual rights to the Buyer, in law or equity, unless and until this Agreement is signed by the Seller.

[Signatures follow on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last signature date set forth below.

BUYER: Four Leaf, LLC	**SELLER:** The Urban Renewal Agency of Twin Falls
☐ Buyer currently holds an active Idaho real estate license.	☐ Seller currently holds an active Idaho real estate license.
☐ Buyer is related to agent.	☐ Seller is related to agent.
By: ______________________	By: ______________________
Name: Shawn Broadbent	Name: Nathan Murray
Entity: Four Leaf, LLC	Entity: The Urban Renewal Agency of Twin Falls
Title: Owner	Title: Director
Address: 1116 Hankins Road North	Address: 203 Main Ave E
Twin Falls, Idaho 83301	Twin Falls, Idaho 83301
Phone: 208.316.8007	Phone: 208.735.7240
Email: sbroadbent@bankfirstfed.com	Email: nmurray@tfid.org
Date: ____________ Time: ________	Date: ____________ Time: ________
☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER	☐ SIGNATURE(S) SUBJECT TO COUNTER OFFER
☐ SEE ATTACHED COUNTER OFFER(S)	☐ SEE ATTACHED COUNTER OFFER(S)
☐ SEE ATTACHED ADDENDUM(S)	☐ SEE ATTACHED ADDENDUM(S)

List of Exhibits:

Exhibit A – Legal Description of Property
Exhibit B – Due Diligence Information (Investment Property)
Exhibit C – Agency Disclosure Brochure

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding to the offering party unless the offering party approves of said acceptance within _____ days by offering party initialing HERE (________)(________) Date _______________. If offeror timely approves of the other party's late acceptance, an initialed copy of this page shall be immediately delivered to the other party.

EXHIBIT A

Legal Description of Property

RPT0001088013B

Final legal description to be inserted before Closing.

EXHIBIT B

Due Diligence Materials

If available and in Seller's possession. Buyer recognizes that the tenant on the Property under the Lease does not provide financial or other information to Seller regarding its operation of the Property. Thus, several categories of due diligence materials below are not in Seller's possession.

FINANCIAL/OPERATING STATEMENTS

1. Capital expenditure records for the past 3 years.
2. Maintenance/service contracts and agreements including contracts relating to ownership, operation, and maintenance of Property (including, without limitation, janitorial, laundry, pool, alarm systems, antennae/cable/satellite dishes, cleaning and janitorial services, extermination, security, elevator, landscaping, and snow removal contracts, etc.).
3. Current ad valorem tax bills and real property tax statements and assessments.
4. List of vendors, contractors, and utility companies with account numbers.
5. List of tangible personal property owned by Seller and used in connection with the ownership, operation, use, and maintenance of Property.
6. Current appraisal.
7. List of all operating expenses for past 3 years (including, without limitation, insurance, maintenance costs, utilities, cleaning and janitorial services, landscaping, snow removal, and common area maintenance costs).
8. Copies of occupancy permits.
9. Copies of all owners' association documents (including meeting minutes, assessments, marketing, and promotional expenses) for past 3 years.
10. Copies of restrictive covenants applicable to the Property.
11. Copies of all utility bills for the past 24 months.
12. Tenant leases currently in place.
13. Standard lease form.
14. Tenant profiles.
15. Current rent roll, indicating lease terms, rental rates, concessions granted, renewal options, security deposits, tenant's financial statements, and any delinquencies or prepayments.

ARCHITECTURAL/SURVEY/REPORTS

16. Site plan.
17. Floor plans.
18. Governmental licenses, permits and approvals, and zoning ordinance and letter or restrictions affecting development of the Property.
19. Existing boundary and/or ALTA survey.
20. Existing title policy and underlying documents.
21. As-built drawings.
22. Statement of structural alterations made to Property.
23. Copies of all guaranties and warranties on the building, roofs, major repairs, etc.
24. Phase I environmental report.

EXHIBIT C

Agency Disclosure Brochure

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Real Estate Commission.

Effective July 1, 2019

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Real Estate Commission
(208) 334-3285
irec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing *anything* while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: TOK LLC **Phone:** 208.378.4600

RECEIPT ACKNOWLEDGED

Rev 07/01/19

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure.
This document is not a contract, and signing it does not obligate you to anything.

Signature ______________________ Date ____________

Signature ______________________ Date ____________

RESOLUTION NO. 2020-14

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF TWIN FALLS, IDAHO, APPROVING AS TO FORM THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE AGENCY AND FOUR LEAF, LLC, FOR THE SALE OF DEVELOPED PROPERTY LOCATED AT 260 2ND AVENUE EAST; AUTHORIZING THE PUBLICATION OF NOTICE TO THE PUBLIC; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

WHEREAS, the Agency owns certain real property located at 260 2nd Avenue East, Twin Falls, Idaho, more particularly described as Lots 13, 14, 15, and 16, Block 88, Twin Falls Townsite, Twin Falls County Idaho, according to the final and amended plat thereof recorded in book 1 of plats, page 7 Records of Twin Falls County, Idaho (the "Property");

WHEREAS, the Property was developed with a single-use building and there is currently a long-term lease for the entire building with the United States of America to be used for the Department of Veterans Affairs Community Based Outpatient Clinic (the "Lease"), which Lease expires on October 31, 2020;

WHEREAS, the Agency and Lessee intend to renew the Lease and the renewal terms are being negotiated;

WHEREAS, the Agency received an offer from Four Leaf, LLC (the "Buyer") to purchase the Property for Three Hundred and Fifty-Thousand and No/100 Dollars ($350,000.00), together with other terms and conditions, as set forth in the Real Estate Purchase Agreement attached hereto as **Exhibit A** and incorporated herein as if set forth in full (the "Agreement");

WHEREAS, the Agency seeks to dispose of the Property to Buyer in accordance with Idaho Code § 50-2011 and pursuant to the terms and conditions of the Agreement;

WHEREAS, pursuant to Idaho Code § 50-2011, the Agency shall advise the public of the intent to dispose of the Property to Buyer by publishing notice of the sale thirty (30) days prior to the execution of any contract to sell and seek public comment on the planned disposition and invite competing proposals for consideration prior to disposing of the Property to the Buyer. A copy of the notice is attached hereto as **Exhibit B** and incorporated herein as if set forth in full (the "Notice");

WHEREAS, the Agreement is not binding on the Agency and confers no property or contractual rights to Buyer, in law or in equity, unless and until the Agreement is signed by the Agency;

WHEREAS, it is in the best interests of the Agency and the public to proceed with disposition of the Property;

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 disposition of the Property based on the terms and conditions of the Agreement, attached hereto as **Exhibit A**, is hereby approved by the Agency, unless the Agency receives competing proposals within thirty (30) days after the date of publication of the Notice, which proposals are deemed by the Agency to be in the public interest and in furtherance of the purposes of the Act, and meets the disposition terms further identified in the Notice (the "Proposal Period").

Section 3: That the Agency Administrator is hereby directed to publish the Notice in the *Times-News*.

Section 4: That the Chair or Vice-Chair of the Agency, is authorized to sign and enter into the Agreement if the Proposal Period expires and no other qualifying proposals have been received, and Agency legal counsel confirms that all conditions precedent to actions and any necessary technical changes to the Agreement or other documents are acceptable and consistent with the provisions of the Agreement and the comments and discussions received at the October 14, 2020, Agency Board meeting.

Section 5: If the Agency receives qualifying proposals during the Proposal Period, the Agency will not execute the Agreement until it has evaluated such proposals compared to the Agreement and deems the Agreement or a new proposal to be in the public's best interest and in furtherance of the purposes of the Act, and may, in its discretion, execute the Agreement or a new proposal, send a new notice for proposals, or determine not to immediately dispose of the Property to the Buyer or any proposer.

Section 6: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on October 14, 2020. Signed by the Chair of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on October 14, 2020.

APPROVED:

By___________________________________

Rudy Ashenbrener, Chair

ATTEST:

By_________________________________

Dan Brizee, Secretary

Exhibit A

PSA

Exhibit B

Notice

4826-6435-5273, v. 3

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Wednesday, October 14, 2020

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Executive Director

Consideration of a request to sign Resolution No. 2020-15 approving the Fifth Amendment to the Disposition & Development Agreement relating to the 160 Main Avenue South development to address an amended schedule of performance and updated reimbursement costs.

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 OneSixty Main. There have been four subsequent amendments to this original agreement adjusting the timeframe and documentation of financing for development, as well as early entry into the facility. This fifth amendment is to revise the schedule once again, as well as amend the amount of pre-site development costs to be reimbursed to the developer.

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 which has affected the costs for demolition and construction.

The developer would also like to discuss the possible reimbursement of power utility relocation costs associated with the project.

Attachments**:**

1. DDA Fifth Amendment signed
2. 160 DDA Resolution_Fifth Amendment

Fifth 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 FIFTH 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, that certain Third Amendment to the Disposition and Development Agreement dated effective June 30, 2020, and that certain Fourth Amendment to the Disposition and Development Agreement dated effective July 14, 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, as amended in the Agreement ("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 accepted Developer's offer to reinforce the ES Building pursuant to that certain Improvement and Relocation Agreement dated September 16, 2020 ("Improvement Agreement") among D L Hope, Agency and Developer;

WHEREAS, Developer has requested additional funds for reimbursement under the Agreement and EEA for Developer's demolition and reinforcement obligations under the Agreement and the EEA and 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 update 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/EEA.**

    a. Demolition Approval Deadline. DL Hope has entered into the Improvement Agreement for the demolition and reinforcement of his building. Accordingly, the demolition approval condition in the Fourth Amendment has been satisfied and is waived by the Developer.
    b. Completion of Demolition. The parties agree to extend the Developer's completion of work under Early Entry and Reimbursement Agreement dated August 28, 2019 ("EEA"), to no later than December 31, 2020. As provided in the Third Amendment, 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.
    c. Reimbursement Amount. The total not-to exceed amount for reimbursement to the Developer by Agency stated in Section 7 of the EEA is amended to $428,294; provided that $10,000 ("PI Damage Holdback") from the total reimbursable amount to Developer will be held back to secure correction of any material damage to public improvements (such as sidewalks) adjacent to the Property caused by Developer or its contractors. The Agency will reimburse to Developer the PI Damage Holdback upon completion of correction of any damage to public improvements and Developer obtaining a certificate of occupancy for the entire building.
    d. EEA. The parties agree that this Section 1 will survive closing of the transfer of the Property.

2. **Financing Deadline.** The Financing Deadline in the Third Amendment is extended to November 13, 2020. The parties acknowledge that Developer's commitment to complete all demolition work (including reinforcement) is independent of, and not terminated, by Developer's financing contingency.

3. **Closing Date.** The Closing Date is extended to be no later than December 31, 2020.

4. **Revised Project Schedule.** Exhibit A to this Amendment is a new Attachment 4 replacing the previous Attachment 4 in its entirety.

5. **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 also 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______________________________
Rudy Ashenbrener, Chair

October 06, 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 Rudy Ashenbrener, Chair, 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, who 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 Ada)

On this 6th day of October, 2020, before me, Zachariah Clegg, 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.

ZACHARIAH CLEGG
NOTARY
PUBLIC
Comm. No. 20201945
STATE OF IDAHO

Notary Public for Idaho
My commission expires 06/02/2026

EXHIBIT A TO AMENDMENT

ATTACHMENT 4
PROJECT SCHEDULE
[1 page]

Exhibit A to Fifth Amendment: Attachment 4, Schedule of Performance, The OneSixty Project			
	Action	**Deadline**	**Section**
1	Developer Demolition Approval Deadline	Satisifed & Waived	Fifth & Fourth Amendment
2	Developer Financing Extension Deadline	13-Nov-20	Fifth & Third Amendment
3	Written Agency Approval of Project Budget	13-Nov-20	Fifth & Third Amendment
4	Written Agency Approval of Developer Financing	13-Nov-20	Fifth & Third Amendment
5	Developer Demolition Completion Deadline	31-Dec-20	Fifth & Third Amendment
6	Written Agency Approval of Construction Agreement	31-Dec-20	Fifth &Third Amendment
7	Closing of Funding for Developer Financing	31-Dec-20	Fifth & Third Amendment
8	Closing (transfer of Property)	31-Dec-20	Fifth & Third Amendment
9	Commencement of Project Construction	29-Jan-21	Fifth & Third Amendment
10	Completion of Project Construction	1-Jul-23	Fifth & Third Amendment

RESOLUTION NO. 2020-15

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 THE AGENCY TO ENTER INTO THE FIFTH 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 FIFTH AMENDMENT SUBJECT TO CERTAIN CONDITIONS; AUTHORIZING THE CHAIR AND VICE-CHAIR TO EXECUTE ALL NECESSARY DOCUMENTS REQUIRED TO IMPLEMENT THE FIFTH AMENDMENT AND TO MAKE ANY NECESSARY TECHNICAL CORRECTIONS TO THE FIFTH 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;

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, on July 13, 2020, Developer requested Agency grant a fourth amendment to the DDA seeking a contingency to Developer's obligations under the DDA and EEA for the acceptance and cooperation of D L Hope in reinforcement of the ES Building;

WHEREAS, the Fourth Amendment to the Disposition and Development Agreement, was adopted by the Agency Board on July 13, 2020, by Resolution No. 2020-11, and dated effective July 14, 2020;

WHEREAS, D L Hope accepted Developer's offer to reinforce the ES Building pursuant to that certain Improvement and Relocation Agreement dated September 16, 2020 ("Improvement Agreement"), among D L Hope, Agency, and Developer, adopted by the Agency Board on August 10, 2020, by Resolution No. 2020-______;

WHEREAS, Collectively the DDA as amended may be referred to as the "DDA;"

WHEREAS, Developer has requested additional funds for reimbursement under the DDA and EEA for Developer's demolition and reinforcement obligations under the DDA and the EEA;

WHEREAS, Developer has further requested an additional extension to the Closing Date from September 30, 2020, to December 31, 2020, and to extend the related deadlines set forth in the DDA;

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 Fifth Amendment to the DDA;

WHEREAS, the Board of Commissioners finds it in the best public interest to approve the Fifth Amendment to the DDA and to authorize the Chair or Vice-Chair to execute and the Secretary to attest the Fifth 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 Fifth 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 additional funds for reimbursement under the DDA and EEA for Developer's demolition and reinforcement obligations under the DDA and the EEA, and extending the deadline to close to December 31, 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 sign and enter into the Fifth Amendment to the DDA and, further, are hereby authorized to execute all necessary documents required to implement the actions contemplated by the Fifth 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 Fifth 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 Fifth Amendment to the DDA and the comments and discussions received at the October 14, 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 Fifth 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 August 14, 2020. Signed by the Chairman of the Board of Commissioners and attested by the Secretary to the Board of Commissioners, on this 14th day of August 2020.

APPROVED:

____

Rudy Ashenbrener, Chair

ATTEST:

____

Dan Brizee, Secretary

4827-5870-8942, v. 1

THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Date: Wednesday, October 14, 2020

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Executive Director

ACTION ITEM

Request:

Consideration of a request to enter into an exclusive right to negotiate with Galena Opportunity Fund for development of a mixed-use building and parking structure on property owned by the City of Twin Falls generally located at 153 2nd Ave S.

Background:

In March, the Board authorized a 'Request for Proposals' to develop property on Lots 25-32 of Block 103 Downtown. The RFP was broadly shared and noticed in the Times-News. Staff received one response from the Galena Opportunity Fund to develop a possible mixed-use parking structure on site. Legal Counsel is drafting an 'Exclusive Right to Negotiate' contract for the Galena Fund to begin discussing the particulars of a deal to develop the site.

Also, during the month of April, staff worked with the City of Twin Falls to transfer ownership of the property to the Agency. Steps are being taken such that, if an acceptable development agreement can be reached between the Agency and the Developer, the City will transfer ownership of the site.

Approval Process:

A majority vote by the Board would carry the motion that is proposed.

Budget Impact:

N/A

Regulatory Impact:

N/A

Conclusion:

Staff recommends approval of an ERN Agreement to begin formal discussions for development of a potential parking structure downtown.

Attachments:

None

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: Wednesday, October 14, 2020

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Executive Director

ACTION ITEM

Request:

Consideration of a request to perform environmental and geotechnical analysis on agency owned property located generally at 250 3rd Ave S.

Background:

In March, 2000, the Agency purchased Lots 10-16 of Block 133 of the Twin Falls Townsite, generally addressed as 250 3rd Ave S and known as the Kroll Property.

In 2007, as part of the development of the adjacent property that is now St. Luke's Medical Billing, a Phase 1 environmental assessment was taken of the site, and a summary report indicated possible environmental concerns on the lot. In 2009, as the agency was planning to construct a parking lot at the site, the Agency performed a Phase II environmental assessment which found trace elements of contaminates in the groundwater on site. These findings did not impact the intended industrial/commercial designation of the property and the Agency moved forward with construction of the parking lot.

As the Agency is considering divestiture of its property, and this site is one of a certain size and location that is attractive to developers, it would benefit the Agency to have a better understanding of what remediation if any may be necessary for a building to be constructed at the site. Staff has asked EHM Engineers to prepare additional reports assessing the impact of the groundwater and the soil on potential development. Attached are two proposals, and a scope of work, for water sampling and foundation investigation. The proposed cost is $14,600.

Approval Process:

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

Budget Impact:

Expenses for the work to be performed would come from the budget for RAA #4-1.

Regulatory Impact:

N/A

Conclusion:

It would benefit the Agency to have a better understanding of the condition of the property, and to do that, a study should be done to further investigate what we already know. EHM has a history with the property having helped prepare the design for the parking lot, and identifying the location of the wells that exist on site. Staff recommends moving forward with the studies.

Attachments:

1. CTF URA 3rd Ave Proposal
2. CTF URA Water Sampling Proposal

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

AUTHORIZATION FOR PROFESSIONAL SERVICES

DATE:	October 6, 2020		
PROJECT NAME:	Foundation Investigation – Soils Report	***PROJECT NUMBER:***	TBD
CLIENT:	Urban Renewal Agency of the City of Twin Falls Attn: Mr. Nathan Murray, Executive Director (208) 735-7240 203 Main Avenue East Twin Falls, Idaho 83301		

hereby requests and authorizes EHM Engineers, Inc., to perform the following services in Twin Falls, County:

SCOPE:

Provide the following services for new parking facilities in Twin Falls, Idaho.

1. Conduct a geotechnical investigation at the subject property within the parking area extents. EHM will sub-contract with a driller/excavator to excavate approximately four (4) test holes or boring locations to evaluate sub-surface conditions.
2. EHM will have inspection personnel on site to collect soils and gravel samples during the excavation of the test holes or borings. Standard penetration tests will be performed and blow counts recorded for recommended bearing capacities.
3. Prepare written soils report and information from laboratory and field testing. Information will be provided for foundation and building designs. Deliverable to the Client will be stamped/sealed written report with recommendations for foundations and building design.

COMPENSATION to be on the basis of the following lump sum amounts:

ITEMS 1 - 3. **$8,800.00 Lump Sum**

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

MISCELLANEOUS:

Services shall be completed in conformance with applicable local and State codes, regulations and standards in accordance with the industry standard of care. All fees for platting, permits, agencies, plan checks, and construction costs are the responsibility of the Client. This proposal does not include offsite utility extensions or upgrades.

All materials and mileage will be billed per the attached rate schedule. Additional work or management as requested by Client beyond authorized scope of services shall be billed according to the attached rate schedule. The Client shall provide all necessary access to complete the work described.

Pricing quoted herein is valid for a period of 60 days after which EHM reserves the right to issue new pricing.

Services covered by this authorization shall be performed in accordance with PROVISIONS attached to this form.

APPROVED for: **CLIENT**	**ACCEPTED for:** **EHM ENGINEERS, INC.**
By: ______________________	D Thibault David Thibault, P.E.
Title: ______________________	President
Date: ______________________	10/6/2020

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EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

EHM ENGINEERS, INC.
TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

1. <u>AUTHORIZATION TO PROCEED</u>
Signing this form shall be construed as authorization by CLIENT for EHM ENGINEERS, INC., to proceed with the work, unless otherwise provided for in the authorization.

2. <u>OUTSIDE SERVICES</u>
When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional 15% shall be added to the cost of these services for EHM ENGINEERS, INC. administrative costs.

3. <u>COST ESTIMATES</u>
Any cost estimates provided by EHM ENGINEERS, INC., will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, EHM ENGINEERS, INC. cannot warrant that bids or ultimate construction costs will not vary from these cost estimates.

4. <u>PROFESSIONAL STANDARDS</u>
EHM ENGINEERS, INC., shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this authorization. EHM ENGINEERS, INC., makes no other warranty, express or implied.

5. <u>LIMITATION OF PROFESSIONAL LIABILITY</u>
EHM ENGINEERS, INC., liability for damages due to professional negligence will be limited to a sum not to exceed $50,000.00 or the fee, whichever is greater.

   CLIENT further agrees to notify any Contractor and Subcontractor who may perform work in connection with any design, report or study prepared by EHM ENGINEERS, INC., of such limitation of Professional Liability for design, defects, errors, omissions or professional negligence, and to require, as a condition precedent of their performing their work a like indemnity and limitation of liability on their part as against EHM ENGINEERS, INC.

6. <u>TERMINATION</u>
Either CLIENT or EHM ENGINEERS, INC., may terminate this Authorization by giving thirty (30) days written notice to the other party. In such event CLIENT shall forthwith pay EHM ENGINEERS, INC., in full for all work performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. <u>LEGAL EXPENSES</u>
In the event of any controversy, resulting in litigation, the party adjudged to be in default by a Court of competent jurisdiction shall pay to the aggrieved party all court costs, including a reasonable attorney's fee. By signing this agreement, the parties hereto agree that the State of Idaho shall have jurisdiction over all parties and the subject matter of this agreement. In connection therewith, it is further agreed that all controversies shall be determined under the laws of the State of Idaho.

8. <u>PAYMENT TO EHM ENGINEERS, INC.</u>
Monthly invoices will be issued by EHM ENGINEERS, INC., for all work performed or materials furnished under the terms of this agreement. All amounts for which invoices are mailed shall be due and payable by the NET 30 DAYS after the billing date of said invoice. If the amount of said invoice, or any part thereof, is not paid within said period, then and in that event, the amount not paid shall bear interest from the date of billing at the rate of 1.5% per month for an annual rate of 18%.

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

AUTHORIZATION FOR PROFESSIONAL SERVICES

DATE:	October 6, 2020		
PROJECT NAME:	Water Collection and Sampling	***PROJECT NUMBER:***	TBD
CLIENT:	Urban Renewal Agency of the City of Twin Falls Attn: Mr. Nathan Murray, Executive Director (208) 735-7240 203 Main Avenue East Twin Falls, Idaho 83301		

hereby requests and authorizes EHM Engineers, Inc., to perform the following services in Twin Falls, County:

SCOPE:

Provide the following services in Twin Falls, Idaho.

1. Collect water samples from two existing monitoring wells at property owned by the URA of the City of Twin Falls along 3rd Avenue.
2. EHM will transport samples to Magic Valley Laboratories for testing. It is expected that each sample will be tested for petro-chemicals. Reports will be forwarded to the URA of the City of Twin Falls upon receipt.
3. Attend various meetings to review the results and discuss options for proceeding with plans of action.

COMPENSATION to be on the basis of the following lump sum amounts:

ITEMS 1 - 2.	**$5,800.00 Lump Sum**
ITEM 3.	**Time and Materials Estimated at $500.00**

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

MISCELLANEOUS:

Services shall be completed in conformance with applicable local and State codes, regulations and standards in accordance with the industry standard of care. All fees for platting, permits, agencies, plan checks, and construction costs are the responsibility of the Client. This proposal does not include offsite utility extensions or upgrades.

All materials and mileage will be billed per the attached rate schedule. Additional work or management as requested by Client beyond authorized scope of services shall be billed according to the attached rate schedule. The Client shall provide all necessary access to complete the work described.

Pricing quoted herein is valid for a period of 60 days after which EHM reserves the right to issue new pricing.

Services covered by this authorization shall be performed in accordance with PROVISIONS attached to this form.

APPROVED for: **CLIENT**	**ACCEPTED for:** **EHM ENGINEERS, INC.**
By: ______________________	D Thibault
Title: ______________________	David Thibault, P.E. President
Date: ______________________	10/6/2020

EHM Engineers, Inc.
BUILDING THE FUTURE ON A FOUNDATION OF EXCELLENCE

EHM ENGINEERS, INC.
TERMS AND CONDITIONS TO AGREEMENT FOR ENGINEERING AND SURVEYING SERVICES

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4. PROFESSIONAL STANDARDS

   EHM ENGINEERS, INC., shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other work and materials furnished under this authorization. EHM ENGINEERS, INC., makes no other warranty, express or implied.

5. LIMITATION OF PROFESSIONAL LIABILITY

   EHM ENGINEERS, INC., liability for damages due to professional negligence will be limited to a sum not to exceed $50,000.00 or the fee, whichever is greater.

   CLIENT further agrees to notify any Contractor and Subcontractor who may perform work in connection with any design, report or study prepared by EHM ENGINEERS, INC., of such limitation of Professional Liability for design, defects, errors, omissions or professional negligence, and to require, as a condition precedent of their performing their work a like indemnity and limitation of liability on their part as against EHM ENGINEERS, INC.

6. TERMINATION

   Either CLIENT or EHM ENGINEERS, INC., may terminate this Authorization by giving thirty (30) days written notice to the other party. In such event CLIENT shall forthwith pay EHM ENGINEERS, INC., in full for all work performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

7. LEGAL EXPENSES

   In the event of any controversy, resulting in litigation, the party adjudged to be in default by a Court of competent jurisdiction shall pay to the aggrieved party all court costs, including a reasonable attorney's fee. By signing this agreement, the parties hereto agree that the State of Idaho shall have jurisdiction over all parties and the subject matter of this agreement. In connection therewith, it is further agreed that all controversies shall be determined under the laws of the State of Idaho.

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