THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

AMENDED
AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, January 14, 2013 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Dan Brizee | Cindy Bond **Vice-Chairman** | Neil Christensen | Gary Garnand **Chairman** | Dexter Ball | Perri Gardner | Leon Smith

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1. Call meeting to order.
2. Consent Agenda:
   a. Review and approval of minutes from December 10, 2012 Urban Renewal Agency regular meeting.
   b. Review and approval of January 2013 financial report.
3. Consideration of a request to adopt TIF Bond Resolution 2013-1 to issue bonds up to $34,533,000 for a time period of no more than 20 years. (see staff report)

   3a. Consideration of a request to allow the Chairman to sign the First Amendment to the Nov. 3, 2011 Development Agreement signed by the City, TFURA, and Chobani (see staff report)
4. Consideration of a request to approve a parking agreement with City of Twin Falls. (see staff report)
5. Consideration of a request to approve a change order to the Glanbia Phase II infrastructure project – Tim Vawser
6. Downtown update – Mark Rivers.
7. Public input and/or items from the Urban Renewal Agency Board.
8. Adjourn. Next regular meeting: **Monday, February 11, 2013**

Any person(s) needing special accommodations to participate in the above noticed meeting should contact Katy Touchette at (208) 735-7268 at least two days before the meeting

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

URBAN RENEWAL AGENCY
MEETING MINUTES
December 10, 2012

The Urban Renewal Agency held its regular monthly meeting at 12:00 noon this date in the Twin Falls City Council Chambers located at 305 3rd Avenue East, Twin Falls. Those present were:

Gary Garnand	URA Chair
Cindy Bond	URA Member
Dan Brizee	URA Member
Neil Christensen	URA Member
Leon Smith	URA Member
Dexter Ball	URA Member
Perri Gardner	URA Member

Also present:

Melinda Anderson	Urban Renewal Executive Director
Brent Hyatt	Twin Falls City Assistant Finance Director
Mitch Humble	Twin Falls City Community Development Director
Renee Carraway	Twin Falls City Zoning & Development Manager
Katy Touchette	City of Twin Falls Executive Assistant
Josh Palmer	Public Information Officer, City of Twin Falls

The meeting was called to order at 12:00 noon.

Consent Agenda – 2a.) Review and approval of minutes from November 16, 2012, Urban Renewal Agency regular meeting.

2b.) Review and approval of December 2012 financial report.
Cindy Bond made a motion to approve the November 16 minutes and the December financial report, and Neil Christensen seconded the motion. Roll call vote showed that all board members present, excluding Leon Smith, who abstained, voted in favor of the motion.

Agenda Item 3 – Officer election
As Bob Richards has resigned from the board, the post of secretary is vacant. Cindy Bond made a motion that Leon Smith be the new secretary, Neil Christensen seconded the motion, and roll call vote showed that all board members voted in favor of the motion.

Agenda Item 4 – Consideration of a request to award a contract to PMF, Inc., for $238,671.00 for the Twin Falls Parking Improvements, Block 133.
Melinda Anderson gave a brief explanation of the request and then asked Tim Vawser, EHM Engineers, for a more detailed explanation of this request. Using overhead projections, Tim showed the board what was being planned as far as parking improvements in Block 133. He told the board that he had reviewed the bid from PMF, Inc., and determined it was the low, responsive bid. There was some discussion of the new parking planned for Block 133. Leon Smith then made a motion to award the contract to PMF, Inc., for $238,671.00, Dan Brizee seconded the motion, and roll call vote showed that all board members voted in favor of the motion.

DRAFT

Agenda Item 5 –Consideration of a request to approve a design agreement change order with EHM Engineers in the amount of $13,980 to complete 4th Avenue South for the Glanbia project.
As URA board members had requested at the November board meeting Melinda brought back a report of a potential change order, which covers improvements to include the south side of 4th Avenue South across from the Glanbia project. Using overhead projections, Tim Vawser spoke about the change order and what it would cover – street, parking, curb/gutter/sidewalk, drainage, and streetlighting improvements. Tim mentioned that currently there is a driveway in front of the "Hotsy" building, which the URA owns and which will most likely need to be demolished, as it is in such poor shape. The board members and Melinda talked about what the best thing to do would be with regards to this building. Melinda said she would work with the City's Building department to determine if it would be necessary to do an asbestos assessment on the Hotsy building and would bring information back to the board at a future meeting. Finally, regarding the motion to approve the design agreement change order with EHM, Cindy Bond made a motion to approve the agreement, Neil Christensen seconded the motion, and roll call vote showed that all board members voted in favor of the motion.

Agenda Item 6 – Consideration of a request to approve an agreement with JUB Engineers for $125,900 to provide an infrastructure assessment in Old Town and parts of downtown.
After giving a brief introduction of the agenda item, Melinda introduced Gary Haderlie of JUB Engineers, who used overhead projections to show the priority areas for this project. There was some discussion between the board and Gary Haderlie regarding the scope of the project and whether or not it would include areas outside the URA revenue allocation area. Gary stated that some areas originally included in the proposed project had been removed as they are not in the URA's revenue allocation area. For infrastructure such as water and sewer lines and some streets, the URA can assess that outside the RAA as those systems impact properties inside the RAA. Most of the work is expected to be complete by end of January 2013 with some items completed later as they will depend on information gained from the City's facilities studies. Leon Smith made a motion to approve the request, Neil Christensen seconded the motion, and roll call vote showed that all board members voted in favor of the motion.

Agenda Item 7 – Public input and/or items from the Urban Renewal Agency Board.
Melinda gave a brief update on the Chobani financing, saying that the City and the URA were working together on this and that it was almost complete. She said that the TIF bond resolution will be brought to the URA board at its January meeting, and that the TIF bond and the LID bond are scheduled to be sold in February.

In other business, Dan Brizee asked about the process the URA would have to go through to increase its revenue allocation area. He was talking specifically about the proposed "splash park" planned for the fountain area on Main Street. Melinda explained the process, saying the revenue allocation area could only be expanded by 10%, which would be about ten blocks, and that it would take several months to accomplish. Dan also said he felt it was time for the URA to look into demolishing the Hotsy building, and there followed discussion on how this could be accomplished. Mitch Humble, Community Development Director, did say that an asbestos study would have to be completed on the building before it could be demolished. After some discussion on this, Gary Garnand said City staff would be asked to research this matter. Finally, Dan Brizee suggested that the URA should stay in close communication with the City regarding the assessment study (agenda item 6).

Agenda Item 8 – Adjourn.
After wishing URA board member Neil Christensen a happy birthday and inviting everyone to partake of birthday cupcakes, Gary Garnand adjourned the meeting at 12:54 p.m.

Respectfully submitted,

Katy Touchette
Executive Assistant

Urban Renewal Agency of the City of Twin Falls, ID
P & L Budget vs. Actual with Declining Bal.($ Over Budget)
October through December 2012

	Oct - Dec 12	Budget	$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Capital Lease	0.00	230,077.00	-230,077.00	0.0%
Investment Income	59.80	5,000.00	-4,940.20	1.2%
Property Taxes	13,039.78	2,115,000.00	-2,101,960.22	0.6%
Rental Income	100,315.46	414,033.00	-313,717.54	24.2%
Chobani Advances	4,107,335.72			
Total Income	4,220,750.76	2,764,110.00	1,456,640.76	152.7%
Gross Profit	4,220,750.76	2,764,110.00	1,456,640.76	152.7%
Expense				
RAA 4-1				
Water Line	9,218.60			
Glanbia Project	179,585.10	650,000.00	-470,414.90	27.6%
RAA 4-1 - Other	238.00	3,362,187.00	-3,361,949.00	0.0%
Total RAA 4-1	189,041.70	4,012,187.00	-3,823,145.30	4.7%
RAA 4-2	0.00	115,000.00	-115,000.00	0.0%
RAA 4-3 (Chobani)	2,407,408.78	6,700,000.00	-4,292,591.22	35.9%
Bond Trustee Fees	0.00	3,500.00	-3,500.00	0.0%
Community Relations & Website	0.00	200.00	-200.00	0.0%
Debt Payments - Interest	3,667.22	309,806.00	-306,138.78	1.2%
Debt Payments - Principal	10,223.74	667,042.00	-656,818.26	1.5%
Dues and Subscriptions	1,750.00	1,900.00	-150.00	92.1%
Insurance Expense	0.00	6,500.00	-6,500.00	0.0%
Legal Expense	0.00	1,000.00	-1,000.00	0.0%
Management Fee	0.00	113,000.00	-113,000.00	0.0%
Meeting Expense	350.92	3,500.00	-3,149.08	10.0%
Miscellaneous	27.45	500.00	-472.55	5.5%
Office Expense	104.03	500.00	-395.97	20.8%
Prof. Dev.\Training	0.00	2,600.00	-2,600.00	0.0%
Professional Fees	11,030.00	25,000.00	-13,970.00	44.1%
Property Tax Expense	34,433.70	31,850.00	2,583.70	108.1%
Real Estate Exp. - Call Center	12,600.60	117,325.00	-104,724.40	10.7%
Real Estate Exp. - Other	764.07	10,700.00	-9,935.93	7.1%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
Total Expense	2,743,402.21	12,194,110.00	-9,450,707.79	22.5%
Net Ordinary Income	1,477,348.55	-9,430,000.00	10,907,348.55	-15.7%
Other Income/Expense				
Other Income				
Cash Carryover	0.00	9,430,000.00	-9,430,000.00	0.0%
Total Other Income	0.00	9,430,000.00	-9,430,000.00	0.0%
Net Other Income	0.00	9,430,000.00	-9,430,000.00	0.0%
Net Income	**1,477,348.55**	**0.00**	**1,477,348.55**	**100.0%**

Twin Falls Urban Renewal January, 2013 List of Checks

Check #	Date	Paid Amount	Name	Account	Memo
2490	12/19/2012	628,188.21	City of Twin Falls	RAA 4-3 Chobani	Certificate 21
2491	1/2/2013	32,360.97	Wells Fargo Bank	Property Taxes	Property Taxes - November, 2012
2492	1/8/2013	672,782.91	City of Twin Falls	RAA 4-3 (Chobani)	Certificate 21
2493	1/8/2013	6,360.70	ESI	RAA 4-1 Glanbia Project	Contaminated soil testing
2494	1/8/2013	10.98	Albertson's	Meeting Expense	Board Meeting lunch
2495	1/8/2013	1,627.07	Balanced Rock Electric	RAA 4-1 Glanbia Project	Change power feed in alley
2495	1/8/2013	2,584.93	Balanced Rock Electric	RAA 4-1 Glanbia Project	Install new meter - motel
2495	1/8/2013	5,061.71	Balanced Rock Electric	RAA 4-1 Glanbia Project	Install new meter - change masts Vernel's Auto Repair
2496	1/8/2013	7.54	Idaho Power Company	Real Estate Expense - Other	Power 242 2nd Ave S
2496	1/8/2013	251.90	Idaho Power Company	Real Estate Expense - Call Ctr	Power 851 Poleline Road
2497	1/8/2013	2,063.75	Riedesel Engineering	Professional Service	Develop RFQ for DT engineering services
2497	1/8/2013	1,610.00	Riedesel Engineering	Professional Service	Review JUB scope
2498	1/8/2013	46.25	Lee Enterprises	RAA 4-3 (Chobani)	Legal Ad for URA mtg - Bond Resolution
2499	1/8/2013	2,902.08	K & G Property Mgmt..	Real Estate Expense - Call Ctr	C3 monthly repair & maintenance
		1,355,859.00	TOTAL		

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss Detail
December 2012

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
Investment Income						
Deposit	12/3/2012		Wells Fargo	Interest earned on account	5.75	5.75
Deposit	12/3/2012		Wells Fargo	Interest on Account	13.98	19.73
Total Investment Income					19.73	19.73
Property Taxes						
Deposit	12/4/2012		Twin Falls County	County Remittance	1,502.17	1,502.17
Total Property Taxes					1,502.17	1,502.17
Rental Income						
Deposit	12/19/2012	8822	C3	Rent - Dec, 2012	33,410.71	33,410.71
Total Rental Income					33,410.71	33,410.71
Chobani Advances						
Deposit	12/3/2012		Chobani	Advance Certificate #29	990,378.80	990,378.80
Total Chobani Advances					990,378.80	990,378.80
Total Income					1,025,311.41	1,025,311.41
Gross Profit					1,025,311.41	1,025,311.41
Expense						
RAA 4-1						
Glanbia Project						
Check	12/4/2012	2485	McCoy Construction	Excavation/replacement contaminated soil	9,949.50	9,949.50
Total Glanbia Project					9,949.50	9,949.50
Total RAA 4-1					9,949.50	9,949.50
RAA 4-3 (Chobani)						
Check	12/19/2012	2490	City of Twin Falls	Reimbursement - Chobani Expenses	628,188.21	628,188.21
Total RAA 4-3 (Chobani)					628,188.21	628,188.21
Debt Payments - Interest						
Check	12/3/2012	C2	Larry Tucker & Kare...	Monthly Payment	1,205.39	1,205.39
Total Debt Payments - Interest					1,205.39	1,205.39
Debt Payments - Principal						
Check	12/3/2012	C2	Larry Tucker & Kare...	Monthly Payment	2,458.29	2,458.29
Total Debt Payments - Principal					2,458.29	2,458.29
Dues and Subscriptions						
Check	12/4/2012	2484	RAI	2013 Dues	750.00	750.00
Check	12/4/2012	2484	RAI	2013 legislation efforts	1,000.00	1,750.00
Total Dues and Subscriptions					1,750.00	1,750.00
Meeting Expense						
Check	12/10/2012	2489	Daisy's	URA meeting lunches	102.86	102.86
Total Meeting Expense					102.86	102.86
Office Expense						
Check	12/3/2012			Service Charge	15.00	15.00
Check	12/4/2012	2483	Clos	orientation binders & tabs	29.03	44.03
Total Office Expense					44.03	44.03
Property Tax Expense						
Check	12/4/2012	2481	Western Developme...	2012 Property Taxes remote lot	15,109.74	15,109.74
Check	12/4/2012	2488	Twin Falls County	2012 Property Taxes	9.62	15,119.36
Check	12/4/2012	2488	Twin Falls County	Property Taxes Concept 91-2012	19,314.34	34,433.70
Total Property Tax Expense					34,433.70	34,433.70
Real Estate Exp. - Call Center						
Check	12/4/2012	2482	K & G Property Man...	Call Ctr repair & maintenance Nov 2012	1,401.10	1,401.10
Check	12/4/2012	2486	City of Twin Falls	Water landscape @ 851 Poleline	43.80	1,444.90
Check	12/4/2012	2487	Idaho Power Company	Power 851 Poleline Road	242.05	1,686.95
Total Real Estate Exp. - Call Center					1,686.95	1,686.95
Real Estate Lease						
Check	12/4/2012	2480	Manaus LLC	Annual parking lot payment	72,000.00	72,000.00
Total Real Estate Lease					72,000.00	72,000.00
Total Expense					751,818.93	751,818.93
Net Ordinary Income					273,492.48	273,492.48
Net Income					**273,492.48**	**273,492.48**

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet
As of December 31, 2012

		Dec 31, 12
ASSETS		
Current Assets		
Checking/Savings		
Cash		
Bond Fund-Cash #5600	29.35	
Bond Reserve Cash #5602	699,912.50	
General Checking Cash #6350	3,028,737.22	
Revenue Alloc. Cash #5601	1,698,429.81	
Total Cash		5,427,108.88
Total Checking/Savings		5,427,108.88
Other Current Assets		
Due from Other Governments		25,223.00
Interest Receivable		
Int. Rec.-Bond Fund	829.15	
Int. Rec.-Revenue Allocation	2,140.99	
Total Interest Receivable		2,970.14
Property Taxes Receivable		131,596.00
Total Other Current Assets		159,789.14
Total Current Assets		5,586,898.02
Fixed Assets		
Accumulated Depreciation		-101,666.67
Building		3,500,000.00
Equipment		475,000.00
Land		1,350,000.00
Total Fixed Assets		5,223,333.33
Other Assets		
Lease Receivable-Jayco		954,540.13
Note Receivable - Agro Farma		760,000.00
Total Other Assets		1,714,540.13
TOTAL ASSETS		**12,524,771.48**
LIABILITIES & EQUITY		
Liabilities		
Long Term Liabilities		
Deferred Rev.-Lease		916,194.20
Deferred Rev.-Property Tax		131,596.00
Total Long Term Liabilities		1,047,790.20
Total Liabilities		1,047,790.20
Equity		
Fund Balance		
Fund Balance-Bond Fund	700,742.26	
Fund Balance-General Fund	161,318.79	
Fund Balance-Rental Fund	5,223,333.33	
Fund Balance-Revenue Alloc.	2,764,647.06	
Total Fund Balance		8,850,041.44
Unrestricted Net Assets		1,149,591.29
Net Income		1,477,348.55
Total Equity		11,476,981.28
TOTAL LIABILITIES & EQUITY		**12,524,771.48**

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of December 31, 2012

Type	Date	Num	Name	Memo	Amount	Balance
ASSETS						12,251,279.00
Current Assets						5,313,405.54
Checking/Savings						5,153,616.40
Cash						5,153,616.40
Bond Fund-Cash #5600						23.60
Deposit	12/3/2012			Deposit	5.75	29.35
Total Bond Fund-Cash #5600					5.75	29.35
Bond Reserve Cash #5602						699,912.50
Total Bond Reserve Cash #5602						699,912.50
General Checking Cash #6350						2,753,102.96
Deposit	12/3/2012			Deposit	990,378.80	3,743,481.76
Check	12/3/2012			Service Charge	-15.00	3,743,466.76
Check	12/4/2012	2480	Manaus LLC	Pkg Lot Payment	-72,000.00	3,671,466.76
Check	12/4/2012	2481	Western Development Corp.	2012 Property tax	-15,109.74	3,656,357.02
Check	12/4/2012	2482	K & G Property Management	Invoice 3250	-1,401.10	3,654,955.92
Check	12/4/2012	2483	Clos	Invoice 20271	-29.03	3,654,926.89
Check	12/4/2012	2484	RAI	Invoice M13023	-1,750.00	3,653,176.89
Check	12/4/2012	2485	McCoy Construction	Invoice 981794	-9,949.50	3,643,227.39
Check	12/4/2012	2486	City of Twin Falls	Acct 030304-000	-43.80	3,643,183.59
Check	12/4/2012	2487	Idaho Power Company	Acct 7175543970	-242.05	3,642,941.54
Check	12/4/2012	2488	Twin Falls County	RPT00107166005A & RPT10330010010A	-19,323.96	3,623,617.58
Check	12/10/2012	2489	Daisy's		-102.86	3,623,514.72
Deposit	12/19/2012			Deposit	33,410.71	3,656,925.43
Check	12/19/2012	2490	City of Twin Falls	Reimbursement	-628,188.21	3,028,737.22
Total General Checking Cash #6350					275,634.26	3,028,737.22
Parking Lot Sinking Cash #3425						0.00
Total Parking Lot Sinking Cash #3425						0.00
Revenue Alloc. Cash #5601						1,700,577.34
Check	12/3/2012	C2	Larry Tucker & Karen Tucker		-3,663.68	1,696,913.66
Deposit	12/3/2012			Deposit	13.98	1,696,927.64
Deposit	12/4/2012			Deposit	1,502.17	1,698,429.81
Total Revenue Alloc. Cash #5601					-2,147.53	1,698,429.81
Wells Fargo Securities #1251						0.00
Total Wells Fargo Securities #1251						0.00
Cash - Other						0.00
Total Cash - Other						0.00
Total Cash					273,492.48	5,427,108.88
Total Checking/Savings					273,492.48	5,427,108.88
Accounts Receivable						0.00
Total Accounts Receivable						0.00
Other Current Assets						159,789.14
Deposits						0.00
Total Deposits						0.00
Due from Other Governments						25,223.00
Total Due from Other Governments						25,223.00
Interest Receivable						2,970.14
Int. Rec.-Bond Fund						829.15
Total Int. Rec.-Bond Fund						829.15
Int. Rec.-Revenue Allocation						2,140.99
Total Int. Rec.-Revenue Allocation						2,140.99
Interest Receivable - Other						0.00
Total Interest Receivable - Other						0.00
Total Interest Receivable						2,970.14
Inventory Asset						0.00
Total Inventory Asset						0.00
Prepaid Insurance						0.00
Total Prepaid Insurance						0.00

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of December 31, 2012

Type	Date	Num	Name	Memo	Amount	Balance
Property Taxes Receivable						131,596.00
Total Property Taxes Receivable						131,596.00
Total Other Current Assets						159,789.14
Total Current Assets					273,492.48	5,586,898.02
Fixed Assets						5,223,333.33
Accumulated Depreciation						-101,666.67
Total Accumulated Depreciation						-101,666.67
Building						3,500,000.00
Total Building						3,500,000.00
Equipment						475,000.00
Total Equipment						475,000.00
Land						1,350,000.00
Total Land						1,350,000.00
Total Fixed Assets						5,223,333.33
Other Assets						1,714,540.13
Due from General (4-2)						0.00
Total Due from General (4-2)						0.00
Lease Receivable-Jayco						954,540.13
Total Lease Receivable-Jayco						954,540.13
Note Receivable - Agro Farma						760,000.00
Total Note Receivable - Agro Farma						760,000.00
Property Tax Clearing Account						0.00
Total Property Tax Clearing Account						0.00
Total Other Assets						1,714,540.13
TOTAL ASSETS					**273,492.48**	**12,524,771.48**
LIABILITIES & EQUITY						12,251,279.00
Liabilities						1,047,790.20
Current Liabilities						0.00
Accounts Payable						0.00
Accounts Payable						0.00
Total Accounts Payable						0.00
Total Accounts Payable						0.00
Credit Cards						0.00
Total Credit Cards						0.00
Other Current Liabilities						0.00
Accts Pay - Bond Fund						0.00
Total Accts Pay - Bond Fund						0.00
Accts Pay - General						0.00
Total Accts Pay - General						0.00
Accts Pay - Rental Fund						0.00
Total Accts Pay - Rental Fund						0.00
Accts Pay - Rev. Alloc.						0.00
Total Accts Pay - Rev. Alloc.						0.00
Payroll Liabilities						0.00
Total Payroll Liabilities						0.00
Prepaid Rent						0.00
Total Prepaid Rent						0.00
Total Other Current Liabilities						0.00
Total Current Liabilities						0.00
Long Term Liabilities						1,047,790.20
BID Grant Oversight						0.00
Total BID Grant Oversight						0.00
Deferred Rev.-Lease						916,194.20
Total Deferred Rev.-Lease						916,194.20

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of December 31, 2012

Type	Date	Num	Name	Memo	Amount	Balance
Deferred Rev.-Lease Principal						0.00
Total Deferred Rev.-Lease Principal						0.00
Deferred Rev.-Property Tax						131,596.00
Total Deferred Rev.-Property Tax						131,596.00
Due to Rev. Alloc. (4-1)						0.00
Total Due to Rev. Alloc. (4-1)						0.00
Notes and Bonds Payable						0.00
Bond Payable - Rev. Alloc.						0.00
Total Bond Payable - Rev. Alloc.						0.00
Note - D.L. Evans Bank						0.00
Total Note - D.L. Evans Bank						0.00
Note - Dell Building						0.00
Total Note - Dell Building						0.00
Note - McElliott						0.00
Total Note - McElliott						0.00
Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable						0.00
Total Long Term Liabilities						1,047,790.20
Total Liabilities						1,047,790.20
Equity						11,203,488.80
Fund Balance						8,850,041.44
Fund Balance-Bond Fund						700,742.26
Total Fund Balance-Bond Fund						700,742.26
Fund Balance-General Fund						161,318.79
Total Fund Balance-General Fund						161,318.79
Fund Balance-Rental Fund						5,223,333.33
Total Fund Balance-Rental Fund						5,223,333.33
Fund Balance-Revenue Alloc.						2,764,647.06
Total Fund Balance-Revenue Alloc.						2,764,647.06
Fund Balance-Sinking Fund						0.00
Total Fund Balance-Sinking Fund						0.00
Fund Balance - Other						0.00
Total Fund Balance - Other						0.00
Total Fund Balance						8,850,041.44
Opening Balance Equity						0.00
Total Opening Balance Equity						0.00
Unrestricted Net Assets						1,149,591.29
Total Unrestricted Net Assets						1,149,591.29
Net Income						1,203,856.07
Total Net Income					273,492.48	1,477,348.55
Total Equity					273,492.48	11,476,981.28
TOTAL LIABILITIES & EQUITY					**273,492.48**	**12,524,771.48**

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: **January 14, 2013**

To: Urban Renewal Agency of the City of Twin Falls

From: **Melinda Anderson, URA Executive Director**

Request:

Consideration of a request to adopt TIF Bond Resolution 2013-1 to issue bonds up to $34,533,000 for a time period of no more than 20 years.

Background:

This request moves the Chobani TIF bond financing process closer to completion. The bond resolution is written to satisfy the requirements of state law, as well as federal tax and securities laws, all while providing as much security as possible to the purchaser (Zions Bank) to reduce their risk in purchasing the bonds and thereby keeping the interest rates down.

On November 3, 2011 the City, TFURA, and Chobani signed a development agreement with each party agreeing to certain conditions and activities that would result in a new yogurt plant with at least 250 employees. On December 17, 2012 Chobani held a grand opening for their new 1 million square-foot plant and announced they had 330 employees with more to come as they ramp up their operations. TFURA agreed to finance the majority of the new infrastructure required to support Chobani's operations with the City agreeing to fund up to $6.75 million of infrastructure while the State of Idaho approved block grants of just $1,000,000 for other parts of the infrastructure.

The TIF bond financing is paying for land acquisition, road improvements, water improvements, wastewater improvements, and natural gas improvements. Those costs are currently estimated at about ~$30 million. The additional estimated ~$4.53 million is to cover costs of issuance, fund a debt reserve fund, as well as pay accrued interest.

Chobani's investment is estimated at $450 million which would result in an estimated annual property tax payment of $7,268,958 based on 2012 property tax rates. As structured there are two sets of TIF bonds: Series A and Series B. Series A bond amount is for $32,509,000, the same amount as the City's proposed LID bond. Series B bond amount is for $2,024,000. Annual debt service for both Series Bonds is $2,872,500 beginning April 1, 2014 and end by April 1, 2032. There will be one bond payment per year.

Based on the commitment letter the board approved in November with Zions Bank, the TIF bonds' interest rate will be set at LIBOR plus 4% until the Series B bond is paid off. Once the Series B bond is paid off the interest rate for the Series A bond changes to LIBOR plus 3.5% until the debt payment due April 1, 2019. Zions Bank created two series of bonds so that the TIF Series A bond amount matched the LID bond that the City Council will consider on the evening of January 14. The LID bond reduces the risk for Zions Bank and that is why Zions will lower the interest rate by 50 basis points once the Series B bond is paid off.

Currently, the bonds are expected to close on February 21st with a 5% interest rate (fixed at LIBOR + 4%) but we won't know for certain until closer to the closing date. Prior to the 4/1/2019 payment date Zion's and the TFURA board will review what the interest rate will be for the next period. In summary, Zion's was only able to guarantee an interest rate for the first 5 years of the bond.

It is Zions Bank's request that the Series B bond be paid off as soon as possible using the excess TIF revenue over what is required to pay the annual debt. So, it's possible that the Series B bond could be paid off with the RAA 4-3 revenue received in January 2014 as Chobani has committed to pay the first full year of property tax in whole by December 20, 2013.

In the development agreement signed by Chobani in November 2011, Chobani agreed to pay any potential shortfall of TIF revenue to cover the annual debt service should their property taxes in any year not be enough to cover the annual debt service. While the bond amount was structured such that the annual debt service could be covered even without personal property tax, the development agreement gave Zions Bank a higher level of comfort. Ordinarily, a TIF bond would be tax-exempt but due to the Chobani payment guarantee, that excluded the ability for a tax-exempt status. Only RAA 4-3 revenues will be used to pay the bonds' debt service. Revenue from RAAs 4-1 and 4-2 are excluded.

Approval Process:

As required by Idaho statute, this meeting was advertised in the Times-News on January 3. Consideration of this bond resolution will be in open meeting and would need to be approved by a majority of TFURA's board. Assuming the board approves this resolution, an appeal notice would be published the next day, Jan. 15, in the Times-News to give anyone who wishes to appeal this resolution 30 days to do so. The bond is expected be eligible for purchase by February 21, 2012.

In the Resolution are a number of Exhibits that will require approval prior to the bond sale in February. The Forms are being included now even though there are blanks in them. Those blanks will be filled in prior to the bond closing. Adopting the bond resolution means you also approve the form of these forms. The forms will have the final interest rate and terms along with a final determination of bond costs.

Budget Impact:

As this bond amount was not budgeted for in the FY 2013 budget, there is no impact to the budget.

Conclusion:

Bond Counsel, the Financial Advisor, TFURA Counsel, and staff recommend this Resolution be adopted.

Attachments:

1. Bond Resolution 2013-1
2. Financing spreadsheet

EXECUTION COPY

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

REVENUE ALLOCATION BONDS,
SERIES 2013

BOND RESOLUTION NO. 2013-1

Urban Renewal Agency of the City of Twin Falls, Idaho
REVENUE ALLOCATION BONDS, SERIES 2013
RESOLUTION NO. 2013-1

TABLE OF CONTENTS

Section Page

Parties and Recitals 1

SECTION 1. DEFINITIONS 2

SECTION 2. THE PROJECT
- A. Project Description 8
- B. Cost of the Project 8

SECTION 3. THE REVENUE ALLOCATION BONDS
- A. Bonds Authorized 8
- B. Description of Bonds 8
- C. Serial Bonds and Term Bonds 9
- D. Payment of Debt Service 9
- E. [Reserved] 9

SECTION 4. MANNER OF PAYMENT 9

SECTION 5. REDEMPTION PRIOR TO MATURITY
- A. Redemptions; Optional Redemptions and Mandatory Redemption 9
- B. Notice of Redemption 10
- C. Effect of Redemption 10
- D. Redemption Notice 10

SECTION 6. EXECUTION OF THE BONDS; TRANSFER AND REGISTRATION 11

SECTION 7. SALE OF THE BONDS 13

SECTION 8. TRUSTEE, REGISTRAR AND PAYING AGENT
- A. Trustee; Acceptance of Duties 13
- B. Registrar and Paying Agent: Acceptance of Duties 14
- C. Responsibilities of Trustee, Registrar and Paying Agent 14
- D. Evidence on Which Trustees, Registrars or Paying Agents May Act 15
- E. Compensation 16
- F. Resignation of Trustee, Registrar or Paying Agent 16
- G. Removal of Trustee, Registrar or Paying Agent 16
- H. Appointment of Successor Trustee, Registrar or Paying Agent 16
- I. Transfer of Rights and Property to Successor Trustee, Registrar or Paying Agent 17
- J. Merger or Consolidation 17
- K. Successor Trustee, Registrar or Paying Agent; Qualifications 18

SECTION 9. REVENUE ALLOCATION FUND 18

TABLE OF CONTENTS

Section Page

SECTION 10. PLEDGE FOR PAYMENT OF BONDS 19

SECTION 11. PROJECT FUND; DISBURSEMENTS 19

SECTION 12. BOND FUND
- A. Priority of Lien of Payment into the Bond Fund 20
- B. Application and Investment of Moneys in the Bond Fund 20

SECTION 13. [RESERVED] 20

SECTION 14. RESERVE FUND
- A. Reserve Fund Created 20
- B. Fund Deposits and Disbursements 21

SECTION 15. INVESTMENTS 21

SECTION 16. PROVISION FOR DEFEASANCE OF THE BONDS 22

SECTION 17. AGENCY COVENANTS
- A. Punctual Payment 22
- B. Against Encumbrances 22
- C. Extension or Funding of Claims for Interest 23
- D. Management and Operation of Properties 23
- E. Payment of Claims 23
- F. Books and Accounts; Financial and Project Statements 23
- G. Protection of Security and Rights of Registered Owners 23
- H. Payment of Taxes and Other Charges 23
- I. Taxation of Leased Property 24
- J. Disposition of Property in Revenue Allocation Area 24
- K. Amendment of Urban Renewal Plan 25
- L. Further Assistance 25
- M. Accounts and Reports 25
- N. General 26
- O. [Reserved] 27
- P. [Reserved] 27
- Q. [Reserved] 27
- R. [Reserved] 27
- S. [Reserved] 27
- T. Continuing Disclosure 27
- U. Receipt of Revenue Allocation Revenues; Enforcement of Development Agreement; Notices to Registered Owners 27

SECTION 18. TRANSFER OF OR EXCHANGE OF BONDS 28

TABLE OF CONTENTS

Section Page

SECTION 19. LOST, STOLEN, MUTILATED OR DESTROYED BONDS 28

SECTION 20. REGISTRATION 29

SECTION 21. ADDITIONAL BONDS 29

SECTION 22. AMENDMENTS 29

SECTION 23. [RESERVED] 31

SECTION 24. EVENTS OF DEFAULT
- A. Events of Default 31
- B. Accounting and Examination of Records After Default 33
- C. Application of Funds and Moneys After Default 33
- D. Proceedings Brought by Trustee 35
- E. Restriction on Action of Registered Owners 36
- F. Remedies Not Exclusive 37
- G. Effect of Waiver and Other Circumstances 37
- H. Notice of Default 38

SECTION 25. PRIOR PROCEEDING RATIFIED 38

SECTION 26. SEVERABILITY 38

SECTION 27. VALIDITY OF BONDS 38

SECTION 28. NOTICES 38

SECTION 29. PUBLICATION OF NOTICE OF RESOLUTION 39

SECTION 30. EXHIBITS INCORPORATED 39

SECTION 31. EFFECTIVE DATE 39

PARTIES' EXECUTION 40

CERTIFICATION 41
- Exhibit "A" Project Description 42
- Exhibit "B" Form of Bond 43
- Exhibit "C" Bond Purchase Contract 52
- Exhibit "D" Form of Requisition 61
- Exhibit "E" Form of Notice of Resolution 63
- Exhibit "F" Permitted Investments 66
- Exhibit "G" Terms Certificate 70

RESOLUTION NO. 2013-1

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, SPECIFYING AND ADOPTING A PLAN FOR THE ACQUISITION OF CERTAIN REAL PROPERTY AND CONSTRUCTION OF CERTAIN IMPROVEMENTS RELATED THERETO AND PROVIDING FOR CERTAIN FUNDING OF THE IMPROVEMENTS; SPECIFYING THE ESTIMATED COST; AUTHORIZING THE ISSUANCE OF UP TO $34,533,000 PRINCIPAL AMOUNT OF REVENUE ALLOCATION BONDS; DESCRIBING SAID BONDS; PROVIDING FOR THE COLLECTION, HANDLING AND DISPOSITION OF REVENUE ALLOCATION PROCEEDS; AUTHORIZING AND CREATING CERTAIN FUNDS AND ACCOUNTS FOR USE OF THE BONDS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT; PROVIDING FOR AN EFFECTIVE DATE OF THIS RESOLUTION; AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

REVENUE ALLOCATION BONDS
PRINCIPAL AMOUNT OF UP TO $34,533,000

WHEREAS, the Urban Renewal Agency of the City of Twin Falls, Idaho, (herein referred to as the "Agency"), an independent public body corporate and politic, is an urban renewal agency created by and existing under the authority of and pursuant to the Idaho Urban Renewal Law of 1965, being Title 50, Chapter 20, Idaho Code, as amended and supplemented, and possessing revenue allocation financing powers under Title 50, Chapter 29, Idaho Code, as amended and supplemented (collectively, the "Law"); and

WHEREAS, the Agency is authorized to conduct proceedings and to issue revenue allocation bonds pursuant to the terms and provisions of the Law, for the purpose of financing the undertaking of any urban renewal project under the Law; and

WHEREAS, the City Council of the City of Twin Falls, Idaho (the "City"), after notice duly published, conducted a public hearing on December 12, 2011, on the Twin Falls Economic Development Redevelopment Plan (the "Urban Renewal Plan"); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 3022 on December 12, 2011, approving the Urban Renewal Plan as amended, and making certain findings; and

WHEREAS, the Agency now desires to undertake the financing, acquisition and construction of certain real property and site, water, wastewater, electrical facilities, and related improvements (the "Project") ; and

WHEREAS, in order to provide long term financing for the Project, the Agency now desires to authorize the issuance, sale and delivery of revenue allocation bonds in the principal amount of up to an aggregate amount of $34,533,000, in order to provide funds to be used for acquisition and construction of a portion of the Project by repaying in full the Interim Warrant, Series 2012 of the City for Local Improvement District No. 2012-1 (the "LID") in the amount of $28,051,000 (the "Warrant) and providing additional funds for the Project in the amount of $6,482,000; and

WHEREAS, at least 7 days prior to the date of this Resolution, a notice of negotiated bond sale was published in the Times-News, a newspaper of general circulation in the City, as required by Idaho Code, Section 50-2012, as amended; and

WHEREAS, a proposal to purchase the revenue allocation bonds has been submitted to the Agency by Zions First National Bank (the "Purchase Contract") , for its acceptance;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, as follows:

SECTION 1. DEFINITIONS. For all purposes of this Bond Resolution, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following meanings:

"**Accountant's Certificate"** shall mean a certificate signed by an independent certified public accountant of recognized standing or a firm of independent public accountants of recognized standing, selected by the Agency and acceptable to the Purchaser (which acceptance shall not be unreasonably withheld), who may be the accountant or firm of accountants who regularly audit the books of the Agency, provided that, if the Purchaser shall fail to so accept, it shall deliver to the Agency a statement of its reasons for such non-acceptance.

"**Additional Bonds"** shall mean any bonds or other obligations which the Agency may hereafter issue pursuant to Section 21 hereof having a lien upon the Pledged Revenues for the payment of the principal thereof and interest thereon equal to the lien upon the Pledged Revenues of the Bonds.

"**Agency**" shall mean the Urban Renewal Agency of the City of Twin Falls, Idaho, an urban renewal agency created by and existing under the authority of the Law as an independent public body corporate and politic.

"**Annual Budget**" shall mean the annual budget of the Agency, as amended or supplemented, adopted or in effect for a particular Fiscal Year.

"**Authorized Officer**" of the Agency shall mean the Chairman, Vice Chairman, Executive Director, Secretary, Treasurer or any officer or employee of the Agency authorized to perform specific acts or duties pursuant to the Law, the bylaws of the Agency or a resolution duly adopted by the Agency.

"**Available Pledged Revenues**" shall mean Pledged Revenues remaining in the Revenue Allocation Fund and not required to be set aside for the debt service payment due in the next six months as provided in Section 9 hereof.

"**Board**" shall mean the Board of Commissioners of the Agency as the same shall be duly and regularly constituted from time to time.

"**Bond**" or "**Bonds**" or "**Series 2013 Bonds**" shall mean the revenue allocation bonds herein authorized to be issued, sold and delivered, in the approximate aggregate principal amount of up to $34,533,000 for purposes of acquiring and constructing the Project, retiring the Interim Warrant, paying the costs of issuing the Bonds and establishing reserves for the Bonds and shall include the Series 2013A Bonds and Series 2013B Bonds.

"**Bond Counsel**" shall mean Skinner Fawcett LLP, Boise, Idaho or another nationally recognized bond counsel acceptable to the Agency.

"**Bond Fund**" shall mean the fund designated "Revenue Allocation Bond Fund, Series 2013," created by Section 12 of this Bond Resolution.

"Bond Purchase Contract" shall mean a Bond Purchase Contract between the Agency and Purchaser in substantially the form set forth in exhibit "C" hereto.

"**Bond Register**" shall mean the registration records of the Agency, maintained by the Registrar, on which shall appear the names and addresses of the Registered Owners of the Bonds.

"**Bond Resolution**" shall mean this Resolution No. 2013-1, adopted and supplemented by the Board.

"**Bond Year**" shall mean the twelve-month period beginning on the Closing date and ending one year thereafter, and each year thereafter, provided that the last Bond Year shall terminate upon retirement of the Bonds.

"**Business Day**" shall mean a day of the year other than (i) any Saturday or Sunday, (ii) any day on which banks located in either Boise, Idaho, where the principal office of the Purchaser is located or the principal corporate trust office of the Trustee is located are required or authorized by law to remain closed, or (iii) any day on which the New York Stock Exchange or Federal Reserve is closed.

"**Cede**" shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC.

"**Chairman**" shall mean the Chairman of the Board or any presiding officer or titular head of the Board, or his/her successor in functions.

"**City**" shall mean the City of Twin Falls, Idaho.

"**Closing**" shall mean the date of issuance and delivery of the Bonds.

"**Consultant's Report**" shall mean a report signed by an independent financial consultant or an independent redevelopment consultant, as may be appropriate to the subject of the report, and including:

(1) a statement that the person or firm making or giving such report has read the pertinent provisions of this Bond Resolution to which such report relates;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the report is based;

(3) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said independent financial consultant or independent redevelopment consultant to express an informed opinion with respect to the subject matter referred to in the report.

"**Cost of Financing, Acquisition and Construction**" with respect to the Project shall include, together with any other proper item of cost not specifically mentioned herein, the cost of demolition, the cost of financing, acquisition and construction of the Project, including without limitation payment to the City for work done on the Project, and the financing thereof, the cost, whether incurred by the Agency or another, of field surveys and advance planning undertaken in connection with the Project, and the cost of financing, acquisition of any land or interest therein required at the sites thereof or for use in connection therewith, the cost of preparation of the sites thereof and of any land to be used in connection therewith, the cost of any indemnity and surety bonds and insurance premiums, allocable administrative and general expenses of the Agency, and allocable portions of inspection expenses, legal fees, fees and expenses of the Registrar, Paying Agent, and the Trustee for the Bonds, all other costs of issuance of the Bonds, financing charges and fees and expenses of financial advisors, legal counsel and consultants in connection therewith, cost of audits, the cost of all machinery, apparati and equipment, cost of engineering, the cost of utilities, architectural and engineering services, design,

plans, specifications and surveys, estimates of cost, the payment of the Interim Warrant or any notes of the Agency (including any interest and redemption premiums) issued to temporarily finance the payment of any item or items of cost of the Project and payable from the proceeds of the Bonds, interest on the Bonds during construction of the Project, all other expenses necessary or incident to determining the feasibility or practicability of the Project, and such other expenses not specified herein as may be necessary or incident to the financing, construction and acquisition of the Project, the financing thereof and the placing of the same in use and operation.

"**Debt Service**" for any period shall mean, as of any date of calculation, an amount equal to the interest accruing and any payment of principal, including redemption price, during such period on the Bonds. Such Debt Service of the Bonds shall be calculated on the assumption that no portion of the Bonds Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of principal on the Bonds on the due date thereof.

"**Development Agreement**" shall mean the Development Agreement among the Agency, City and Chobani Idaho, Inc. (formerly Agro-Farma Idaho, Inc.) dated November 3, 2011 as amended.

"**Engineer**" shall mean the City Engineer or other engineer appointed by the Agency for the Project.

"**Fiscal Year**" shall mean the fiscal year of the Agency which shall be the same as that of the City.

"**Interim Warrant**" shall mean the Interim Warrant, Series 2012 of the LID.

"**Investment Securities**" shall mean and include any of the "Permitted Investments" securities listed in Exhibit "F" attached hereto.

"**Law**" shall mean the Idaho Urban Renewal Law of 1965, being Title 50, Chapter 20, Idaho Code, as amended and supplemented, and The Economic Development Act of 1988, being Title 50, Chapter 29, Idaho Code, as amended and supplemented.

"**LID**" shall mean Local Improvement District No. 2012-1 of the City.

"**LID Bonds**" shall mean the Local Improvement Bonds, Series 2013 issued by City for the LID and owned by the Registered Owners of the Bonds.

"**Maximum Annual Debt Service**" shall mean an amount equal to the greatest annual Debt Service with respect to the Bonds for the current or any future Bond Year. With respect to any term bonds, the payment of which is provided for by mandatory schedule of sinking fund deposits into the Bond Fund, the words "greatest annual Debt Service" shall be deemed to exclude from principal the term bond maturity payment, and from interest, the interest on such term bonds subsequent to the date of each respective

mandatory sinking fund deposit, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on term bonds provided for by such deposits only to the dates of the respective deposits.

"**Net Proceeds",** when used with reference to the Bonds, shall mean the aggregate principal amount of the Bonds, plus accrued interest and original issue premium, if any, and less original issue discount, if any.

"**Outstanding,**" when used with reference to the Bonds, as of any particular date, shall mean the Bonds which have been issued, executed, authenticated and delivered under this Bond Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to its stated date of maturity, and (ii) the Bonds (or portion thereof) cancelled because of payment or redemption of which there has been separately set aside and held money for the payment thereof.

"**Paying Agent**" shall mean Zions First National Bank or any successor paying agents for the Bonds, and the duties of such Paying Agent shall include those of registrar, authenticating agent, transfer agent and paying agent for the Bonds.

"**Pledged Revenues**" shall mean, for each Fiscal Year, the Revenue Allocation Revenues, the investment earnings on money held in the Revenue Allocation Fund, Reserve Fund, the Project Fund and the Bond Fund.

"**Principal**" shall mean the principal or sinking fund installment due on the Bonds.

"**Project**" shall mean the financing, acquisition and construction of the facilities, improvements and programs all as further described in Exhibit "A" hereto.

"**Project Fund**" shall mean the fund designated "Revenue Allocation Bond Project Fund, Series 2013," created by Section 11 of this Bond Resolution.

"Purchase Commitment" shall mean the commitment of the Purchaser to buy the LID Bonds, the Bonds and the Interim Warrant dated November 28, 2012, and accepted by the City and the Agency on December 3, 2012.

"**Purchaser**" shall mean Zions First National Bank.

"Rating Agency" shall mean any rating agency then rating the Bonds.

"**Registered Owner(s)**" or "**Owner(s)**" shall mean the person or persons in whose name or names the Bonds shall be registered in the Bond Register maintained by the Trustee in accordance with the terms of this Bond Resolution.

"**Registrar**" shall mean Zions First National Bank and its successors in interest which shall maintain the Bond Register and otherwise provide for the registration and authentication of the Bonds.

"**Reserve Fund**" shall mean the "Reserve Fund, Series 2013," created under Section 14 hereof.

"**Reserve Fund Requirement**" shall mean, initially the amount set forth in the Terms Certificate, and thereafter an amount equal to the Maximum Annual Debt Service or such lesser amount approved by Purchaser.

"**Revenue Allocation Area**" shall mean the expanded area so designated under the Urban Renewal Plan as amended and such additional area as may be added by the Agency and approved by the City in accordance with the Law.

"**Revenue Allocation Fund**" shall mean the fund designated "Revenue Allocation Fund" created by Section 9 of this Bond Resolution.

"**Revenue Allocation Revenues**" shall mean the incremental tax revenues received by the Agency from the Revenue Allocation Area pursuant to the Law, as provided in the Urban Renewal Plan, less any such revenues to be rebated back to a school district under the terms of such Urban Renewal Plan.

"**Series 2013A Bonds**" shall mean the Agency's Revenue Allocation Bonds, Series 2013A to be issued in the aggregate amount of $32,509,000 to finance a portion of the Cost of Financing, Acquisition and Construction of the Project.

"**Series 2013B Bonds**" shall mean the Agency's Revenue Allocation Bonds, Series 2013B to be issued in the aggregate amount of $2,024,000 to finance a portion of the Cost of Financing, Acquisition and Construction of the Project.

"Terms Certificate" shall mean the Terms Certificate in substantially the form set forth in Exhibit "G" hereto and providing for the final terms of the Bonds which shall be signed by the Agency and Purchaser and filed by the Agency with the Trustee at Closing.

"**Treasurer**" shall mean the Treasurer of the Agency, or his/her successor in functions.

"**Trustee**" shall mean Zions First National Bank, Boise, Idaho, or its successors in functions, as now or hereafter designated. The Trustee shall also hold the Project Fund so long as it is authorized by Title 57, Chapter 1, Idaho Code, as amended, to act as a public depository.

"United States" shall mean the United States of America.

"**Urban Renewal Plan**" or "**Plan**" shall mean that certain document entitled the "Urban Renewal Plan for Revenue Allocation Area No. 4-3", adopted and approved by the City and the Agency, pursuant to the Law and City Ordinance No. 3022 approved December 12, 2011, and as amended and supplemented thereafter.

SECTION 2. THE PROJECT.

A. Project Description. The Project shall consist of the financing, acquisition and construction of the various facilities, improvements and programs all as further described in Exhibit "A" attached hereto and incorporated herein by reference. The Agency hereby authorizes and directs the appropriate officers and agents of the Agency to take such actions as may be necessary to cause the Project to be acquired and constructed and to incur Costs of Financing, Acquisition and Construction of the Project, consistent with the terms of this Bond Resolution and the Urban Renewal Plan.

B. Cost of the Project. The total cost of the Project is estimated to be up to approximately $34,533,000, a portion of which shall be paid from the proceeds of the Bonds authorized herein.

SECTION 3. THE REVENUE ALLOCATION BONDS.

A. Bonds Authorized. In order to provide financing to pay for Costs of Financing, Acquisition and Construction of a portion of the Project, the Agency shall issue its obligations in the form of revenue allocation bonds, which are hereby authorized to be issued and designated "Urban Renewal Agency of the City of Twin Falls, Idaho, Revenue Allocation Bonds, Series 2013A and Series 2013B".

B. Description of Bonds. The Bonds shall be issued as serial bonds, shall be in the principal amount of up to $34,533,000, shall be issued in fully registered form in the denomination of $100,000 each or integral multiples of $1,000 above $100,000 (provided that no single Bond shall represent more than one maturity). The Series 2013A Bonds shall be dated the date of Closing and shall be in a principal amount of up to $32,509,000 and the Series 2012B Bonds shall be dated the date of Closing and shall be in the amount of up to $2,024,000.

The Series 2013 Bonds shall bear interest from their date, or from the most recent date to which interest has been paid or duly provided for, at the rates set forth in the Terms Certificate and consistent with the terms set forth in the Purchase Commitment, payable annually as provided in the Terms Certificate, provided that if an interest payment date is not a Business Day, then the date of payment shall be the first Business Day thereafter (each an "Interest Payment Date"), until their respective dates of maturity or prior redemption as further to be set forth in the Terms Certificate with interest calculated based on a 360-day year for the actual number of days elapsed. The interest rate is to be reset every five

years as provided in the Terms Certificate and consistent with the Purchase Commitment, and once the Series 2013B Bonds are paid in full the interest rate on the Bonds shall be reduced to the rate provided in the Terms Certificate.

The Bonds shall be substantially in the form set forth in Exhibit "B", attached hereto and incorporated herein by reference with the appropriate series designation. Said form of Bond may be altered to include appropriate term Bond provisions, if applicable. The Bonds shall be numbered separately in the manner and with any additional designator as the Registrar shall deem necessary for purposes of identification. After execution, as hereinafter provided, by the proper officials of the Agency, the Bonds shall be authenticated by the Registrar. It is understood that any terms of the Bonds may be modified as provided in the Terms Certificate.

C. Serial Bonds and Term Bonds. The Bonds shall be serial bonds and/or term bonds, if any, maturing during the years and in the principal amounts and bearing interest at the rates as set forth in the Terms Certificate, but that no terms may be further modified upon the execution and delivery of the Terms Certificate unless otherwise agreed to in writing by 100% of the Registered Owners of the Bonds.

D. Payment of Debt Service. Payment of each installment of interest shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the calendar month next preceding the Interest Payment Date, and shall be paid by check or draft of the Paying Agent to the Registered Owner on the due date at his address as it appears on such Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar.

Principal of the Bonds shall be payable to the Registered Owners in the same manner as interest installments are made at the times and in the principal installment amounts set forth on the Schedule 1 Payment Schedule attached to the Bonds.

E. [Reserved]

SECTION 4. MANNER OF PAYMENT. Both principal of and interest on the Bonds are payable in lawful money of the United States by the Paying Agent to the Registered Owner thereof, whose name and address shall appear on the Bond Register. Such payment shall be made by the Paying Agent from moneys transferred by the Trustee to the Paying Agent from the Bond Fund or, in the case of capitalized interest, from the Project Fund, in accordance with this Bond Resolution.

SECTION 5. REDEMPTION PRIOR TO MATURITY.

A. Redemptions.

(1) Optional Redemption. The Agency hereby reserves the right, at its option, to redeem the Bonds in whole or in part (in the order of maturity selected by the Agency and by lot within a maturity in such manner as the Registrar shall determine), on any Interest Payment Date, at the redemption price of par, plus accrued interest to the date fixed for redemption or as provided in the Terms Certificate.

(2) Mandatory Redemption. The Series 2013B Bonds shall be redeemed as soon as practicable on any Business Day to the extent the Agency holds Available Pledged Revenues in the amount of at least $10,000, at the redemption price of par plus accrued interest with notice as provided for in 5.B below.

In addition, in the event, beginning January 1, 2015, Debt Service Coverage defined as the ratio of Revenue Allocation Revenues received for the prior year divided by Debt Service payments for the same period is less than 1.25 times, the Agency agrees to apply 75% of any Available Pledged Revenues from prior periods and 75% of any current and future Available Pledged Revenues to redeem the Bonds in addition to payment of scheduled Debt Service. Said minimum Debt Service Coverage will be measured annually beginning January 1, 2015, based upon Revenue Allocation Revenues collected and aggregate Bond Debt Service during the prior 12 month period. The Agency will make the calculation and deliver the results to the Purchaser and Trustee by February 1, commencing February 1, 2015.

B. Notice of Redemption. Unless waived by the Registered Owner of any Bond to be redeemed, notice of any such redemption containing the information in Section 5.D. below, shall be sent by the Registrar by first class mail, postage prepaid, not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption, to the Registered Owner of each Bond to be redeemed at the address shown on the Bond Register. This requirement shall be deemed to be complied with when notice is mailed as herein provided, regardless of whether or not it is actually received by the Registered Owner of any Bond to be redeemed. The expenses of giving notice and any other expenses of redemption shall be borne by the Agency. Notice of such redemption shall also be given to the Rating Agency, if any, at the same time as specified in this subsection.

C. Effect of Redemption. When so called for redemption, such Bonds shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Bonds shall not be deemed to be outstanding as of such redemption date.

D. Redemption Notice. The notice required by subsection B above, to the extent feasible, shall contain the following information;

(a) the redemption date;

(b) the redemption price;

(c) if less than all outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Registrar;

(f) the CUSIP numbers, if any, of all Bonds being redeemed;

(g) the date of issue of the Bonds as originally issued;

(h) the rate of interest borne by each Bond being redeemed;

(i) the maturity date of each Bond being redeemed; and

(j) any other descriptive information needed to identify accurately the Bonds being redeemed.

SECTION 6. EXECUTION OF THE BONDS; TRANSFER AND REGISTRATION.

A. Without unreasonable delay, the Agency shall cause definitive Bonds to be prepared, executed and delivered, which Bonds shall be typewritten, lithographed or printed with steel engraved or lithographed borders. The Bonds shall be executed on behalf of the Agency by the Chairman and shall be attested by the Secretary (all of which may be by facsimile or manual signature), and shall have the seal of the Agency impressed or imprinted thereon.

The Bonds shall then be authenticated. Only the Bonds bearing thereon a Certificate of Authentication in the form hereinafter recited, manually executed by the Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this Bond Resolution, and such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated has been duly executed, authenticated and delivered hereunder and is entitled to the benefits of this Bond Resolution.

In case any of the officers who shall have signed or attested any of the Bonds shall cease to be such officer or officers of the Agency before the Bonds so signed or attested shall have been authenticated or delivered by the Registrar, or issued by the Agency, such Bonds may nevertheless be authenticated, delivered and issued and, upon such authentication, delivery and issue, shall be as binding upon the Agency as though those who signed and attested the same had continued to be such officers of the Agency. Any Bond may also be signed or attested on behalf of the Agency by such persons as at the actual date of execution of such Bond shall be the proper officers of the Agency although at the original date of such Bond any such person shall not have been such officer of the Agency.

B. The Trustee is hereby appointed Bond Registrar and shall cause the Bond Register to be kept for the registration of Bonds and the registration of transfers of Bonds. The registration of any Bond may be transferred only upon an assignment duly executed by the registered holder or his duly authorized representative in such form as shall be satisfactory to the Trustee, and upon surrender of such Bond to the Trustee for cancellation. Whenever any Bond shall be surrendered for registration or transfer, the Agency shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond of like series and maturity of authorized denomination or denominations and for the amount of such Bond or Bonds so surrendered. The transferee of any Bond shall provide to the Trustee a certificate to the effect that it is an "accredited investor" or "qualified institutional buyer" under applicable federal securities laws.

Any Bond may be exchanged at the office of the Trustee, for a new Bond or Bonds, of the same series and maturity, of any authorized denomination or denominations and for the aggregate amount of such Bond then remaining Outstanding.

Notwithstanding the foregoing, no Bonds may be transferred or exchanged in violation of any applicable federal or state securities laws.

In all cases in which the registration of Bonds shall be transferred or Bonds shall be exchanged hereunder, the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange. The Trustee shall not be required to transfer any Bond after the publication of notice calling such Bond for redemption has been made, or during the period of fifteen days next preceding publication of a notice of redemption of any Bonds. The Trustee may also charge a sum sufficient to pay costs of issuing each new Bond.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of or on account of the principal of and premium and interest on any such Bond shall be made only to or upon the order of the registered holder thereof, or his legal representative, and neither the Agency nor the Trustee shall be affected by any

notice to the contrary. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums to be paid.

SECTION 7. SALE OF THE BONDS. The sale of the Series 2013 Bonds to, and the execution of a Bond Purchase Contract in substantially the form set forth in Exhibit "C" hereto for the purchase of the Bonds with Zions First National Bank, as Purchaser, are hereby approved provided that the final maturity of the Bonds does not exceed December 1, 2032, the par amount of the Bonds does not exceed $34,533,000 and the initial true interest cost of the Series 2013 Bonds does not exceed 5.50% per annum. The Chairman and/or Secretary are then authorized to execute said Bond Purchase Contract on behalf of the Agency. Upon the sale and closing of the Bonds, the Agency is hereby instructed to make delivery of the Bonds to the Purchaser and to receive payment therefor in accordance with the terms of the Bond Purchase Contract, the Purchase Commitment and the Terms Certificate. Payment for the LID Bonds shall be considered payment of the Series 2013A Bonds provided the proceeds thereof are deposited with the Trustee.

The proceeds of the Series 2013 Bonds shall, upon delivery thereof, be applied as follows:

(1) Accrued interest, if any, shall be deposited to the Bond Fund.

(2) The Reserve Fund Requirement shall be deposited to the Reserve Fund.

(3) The balance thereof shall be deposited to the Project Fund which may include an amount for capitalized interest as provided in the Terms Certificate.

The proper officials of the Agency are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Bonds and the Bond Purchase Contract and for the proper use and application of the proceeds of sale thereof, and further to execute all other documents related to the sale and issuance of the Bonds.

SECTION 8. TRUSTEE, REGISTRAR AND PAYING AGENT.

A. Trustee; Acceptance of Duties. Zions First National Bank, Boise, Idaho is hereby appointed as Trustee, and may also act as bond registrar, authenticating agent, paying agent and transfer agent with respect to the Bonds if those duties are not assumed by another institution, subject to the following terms and conditions:

(i) The Registrar shall keep, or cause to be kept at its principal corporate trust office, sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Agency.

(ii) Subject to the terms of any agreement with the Trustee, the Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Bond Resolution, together with reasonable

expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agent and employees, incurred in good faith in and about the performance of their powers and duties under this Bond Resolution.

(iii) The Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

(iv) Any Trustee, Registrar or Paying Agent may become the Registered Owner of Bonds with the same rights it would have if it were not a Trustee, Registrar or Paying Agent and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Registered Owners.

(v) The Trustee is also hereby appointed as Project Fund depository.

The Trustee shall signify its acceptance of the duties and obligations imposed upon it by the Bond Resolution by executing and delivering to the Agency a written acceptance thereof, and upon executing such acceptance the Trustee shall be deemed to have accepted the duties and obligations with respect to all of the Bonds thereafter to be issued, but only, however, upon the terms and conditions set forth in the Bond Resolution.

B. Registrar and Paying Agent: Acceptance of Duties. Zions First National Bank is hereby appointed as Registrar and Paying Agent for the Bonds and shall carry out the responsibilities of Registrar and Paying Agent set forth in this Bond Resolution. The Registrar and Paying Agent shall signify its acceptance of the duties imposed upon it under this Bond Resolution by a written instrument of acceptance with the Agency.

C. Responsibilities of Trustee, Registrar and Paying Agent.

(i) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Agency and no Trustee, Registrar or Paying Agent assumes any responsibility for the correctness of the same. No Trustee, Registrar or Paying Agent makes any representations as to the validity or sufficiency of the Bond Resolution or of any Bonds issued thereunder or as to the security afforded by the Bond Resolution, and no Trustee, Registrar or Paying Agent shall incur any liability in respect thereof. No Trustee, Registrar or Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid by such Trustee, Registrar or Paying Agent in accordance with the provisions of the Bond Resolution to the Agency or to any other Trustee. No Trustee, Registrar or Paying Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to

institute or defend any suit in respect thereof, or to advance any of its own moneys, unless properly indemnified. No Trustee, Registrar or Paying Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or default.

(ii) The Trustee, Registrar and Paying Agent, prior to the occurrence of an Event of Default and after the curing of all events of default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Bond Resolution. In case an event of default has occurred (which has not been cured) the Trustee, Registrar and Paying Agent shall exercise such of the rights and powers vested in it by the Bond Resolution, and use the same degree of care and skill in its exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. Any provisions of the Bond Resolution relating to action taken or to be taken by the Trustee, Registrar or Paying Agent or to evidence upon which the Trustee, Registrar or Paying Agent may rely shall be subject to the provisions of this Section 8(C).

D. Evidence on Which Trustees, Registrars or Paying Agents May Act.

(i) Each Trustee, Registrar or Paying Agent, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provisions of the Bond Resolution, shall examine such instrument to determine whether it conforms to the requirements of the Bond Resolution and shall be protected in acting upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Trustee, Registrar or Paying Agent may consult with counsel, who may or may not be of counsel to the Agency, and the opinion of such counsel shall be full and complete and the authorization and protection in respect of any action taken or suffered by it under the Bond Resolution in good faith and in accordance therewith.

(ii) Whenever any Trustee, Registrar or Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Bond Resolution, such matter (unless other evidence in respect thereof be therein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer of the Agency, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Bond Resolution upon the faith thereof; but in its discretion the Trustee, Registrar or Paying Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence to it may seem reasonable.

(iii) Except as otherwise expressly provided in the Bond Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the Agency to any Trustee, Registrar or Paying Agent shall be sufficiently executed in the name of the Agency by an Authorized Officer of the Agency.

E. Compensation. The Agency shall pay to each Trustee, Registrar or Paying Agent reasonable compensation for all services rendered under the Bond Resolution and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Bond Resolution. Subject to Section 8(C) of this Bond Resolution, the Agency shall indemnify and hold each Trustee, Registrar and Paying Agent harmless against any liabilities they may incur in the exercise and performance of their powers and duties hereunder that are not due to their own negligence, misconduct or default.

F. Resignation of Trustee, Registrar or Paying Agent. The Trustee, Registrar or Paying Agent, after a successor Trustee, Registrar or Paying Agent has been duly appointed and has accepted the duties of Trustee, Registrar or Paying Agent in writing, may at any time resign and be discharged of the duties and obligations created by the Bond Resolution by giving not less than 60 days' written notice to the Agency specifying the date when such resignations shall take effect, and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Agency as provided in Subsection H, in which event such resignation shall take effect immediately on the appointment of such successor.

G. Removal of Trustee, Registrar or Paying Agent. The Trustee, Registrar or Paying Agent may be removed by the Agency at anytime upon giving thirty (30) days notice by an instrument in writing filed with such Trustee, Registrar or Paying Agent, and the Rating Agency.

H. Appointment of Successor Trustee, Registrar or Paying Agent.

(i) In case at any time the Trustee, Registrar or Paying Agent shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, Registrar or Paying Agent, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trust or of its property or affairs, a successor shall be appointed by the Agency.

(ii) If in a proper case no appointment of a successor Trustee, Registrar or Paying Agent shall be made pursuant to the foregoing provisions of this Section within 45 days after the Trustee, Registrar or Paying Agent shall have given to the Agency written notice as provided in Subsection F or after a vacancy in the office of the Trustee, Registrar or Paying Agent

shall have occurred by reason of its inability to act, the Trustee, Registrar or Paying Agent shall apply to any court of competent jurisdiction to appoint a successor Trustee, Registrar or Paying Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Trustee, Registrar or Paying Agent.

(iii) Any Trustee, Registrar or Paying Agent appointed under the provisions of this Subsection in succession to the Trustee, Registrar or Paying Agent shall be a bank or trust company or national banking association doing business and having an office in the State of Idaho, and having capital stock and surplus aggregating at least $50,000,000, if there be such bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Bond Resolution.

I. Transfer of Rights and Property to Successor Trustee, Registrar or Paying Agent. Any successor Trustee, Registrar or Paying Agent appointed under the Bond Resolution shall execute, acknowledge and deliver to its predecessor Trustee, Registrar or Paying Agent, and also to the Agency, an instrument accepting such appointment, and thereupon such successor Trustee, Registrar or Paying Agent, without any further act, shall become fully vested with all rights, powers, duties and obligations of such predecessor Trustee, Registrar or Paying Agent, with like effect as if originally named as Trustee, Registrar or Paying Agent; but the Trustee, Registrar or Paying Agent, ceasing to act shall, nevertheless, on the written request of the Agency, or of the successor Trustee, Registrar or Paying Agent, execute, acknowledge and deliver such instrument of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee, Registrar or Paying Agent, all the right, title and interest of the predecessor Trustee, Registrar or Paying Agent in and to any property held by it under the Bond Resolution, and shall pay over, assign and deliver to the successor Trustee, Registrar or Paying Agent any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Agency be required by such successor Trustee, Registrar or Paying Agent for more fully and certainly vesting in and confirming to such successor Trustee, Registrar or Paying Agent any such estates, rights, power and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Agency. Any such successor Trustee, Registrar or Paying Agent shall promptly notify the Rating Agency and the paying agents of its appointments as Trustee, Registrar or Paying Agent.

J. Merger or Consolidation. Any company into which any Trustee, Registrar or Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or

consolidation to which it shall be a party or any company to which any Trustee, Registrar or Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by the Bond Resolution, shall be the successor to such Trustee, Registrar or Paying Agent without the execution or filing of any paper or the performance of any further act.

K. Successor Trustee, Registrar or Paying Agent; Qualifications. Notwithstanding anything else in this Section to the contrary, any successor Trustee, Registrar or Paying Agent appointed pursuant to the provisions of this Section shall (i) be a trust company or bank in good standing, located in or incorporated under the laws of any state of the United States, duly authorized to exercise trust powers and subject to examination by federal or state authority, (ii) have a reported capital and surplus of not less than $50,000,000, and (iii) have substantial prior experience as a trustee for the benefit of municipal bondholders.

SECTION 9. REVENUE ALLOCATION FUND. There is hereby established a fund, held by the Trustee, separate and apart from all other funds of the Agency, designated the Revenue Allocation Fund (the "Revenue Allocation Fund"). All Pledged Revenues shall be promptly deposited upon receipt by the Agency with the Trustee in the Revenue Allocation Fund. Except as provided in Section 21 or elsewhere in this Bond Resolution, the Pledged Revenues deposited therein shall, except for payment of any Additional Bonds authorized under Section 21 hereof on a parity with the Bonds, be used only for the following purposes and in the following order of priority:

First, to pay or provide for the payment of the interest on the Bonds by deposits into the Bond Fund;

Second, to pay or provide for the payment of the principal and redemption premium, if any, of the Bonds by deposits into the Bond Fund;

Third, to fund the Reserve Fund at the Reserve Fund Requirement;

Fourth, to pay the fees and expenses of the Trustee, Registrar and Paying Agent;

Fifth, to pay for any repairs, additions or improvements to the Project or for any new project in the Revenue Allocation Area approved by the Agency in accordance with the Law, upon the written request therefor submitted to the Trustee by the Agency; provided that there shall be retained in the Revenue Allocation Fund the amount necessary to make all Debt Service payments due during the next six (6) months. The Agency expressly authorizes the Purchaser to conduct an audit of the Revenue Allocation Fund to confirm the funding into and disbursements from the Revenue Allocation Fund so long as the Purchaser furnishes at least fourteen (14) days prior notice to the Agency of the audit. The

Agency shall select the time and location of such audit.

SECTION 10. PLEDGE FOR PAYMENT OF BONDS. The Agency hereby pledges for the payment of the Bonds, on a pro rata basis, subject to the parity lien of any Additional Bonds, the Pledged Revenues and all money in the Bond Fund, Reserve Fund and Project Fund. Except as provided in Section 21 or elsewhere in this Bond Resolution, the Pledged Revenues, Revenue Allocation Fund, Reserve Fund and Project Fund and the Bond Fund, if any, shall not be used for any other purpose while the Bonds remain Outstanding. This pledge shall constitute a first and exclusive lien on the Pledged Revenues and such other moneys in the Revenue Allocation Fund, Reserve Fund and Project Fund and the Bond Fund, if any, for the payment of the Bonds in accordance with the terms hereof, subject only to the parity lien of Additional Bonds permitted under Section 21 hereof.

The Agency covenants and agrees that all Pledged Revenues, when and as received, will be received by the Agency in trust hereunder and shall be held by the Trustee, and will be immediately deposited by the Agency in the Revenue Allocation Fund and will be accounted for and held in trust in the Revenue Allocation Fund, and the Agency shall have no beneficial right or interest in any of such money, except only as in this Bond Resolution provided. All such Pledged Revenues, whether received by the Agency in trust or deposited with the Trustee, all as herein provided, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein or therein set forth, and shall be accounted for separately and apart from all other money, funds, account or other resources of the Agency.

SECTION 11. PROJECT FUND; DISBURSEMENTS. There is hereby created a fund to be held by the Trustee, separate and apart from all other funds of the Trustee and Agency, designated "Revenue Allocation Project Fund, Series 2013" (the "Project Fund"), or such other designation conforming to generally accepted accounting practices, into which shall be deposited the amounts set forth in Section 7 above and which shall be used to pay Costs of Financing, Acquisition and Construction in part by payment in full of the Interim Warrant and by payment for other Costs of Financing, Acquisition and Construction. Such proceeds may be invested by the Trustee, upon the direction of the Agency, which shall be assisted by the City, in Investment Securities which mature not later than such times as shall be necessary to provide moneys when needed to pay such Costs of Financing, Acquisition and Construction. The interest, as well as the gain, if any, on such investments shall remain a part of said Project Fund to be applied as provided in this Section.

The Trustee shall make payments from the Project Fund, in the amounts, at the times, in the manner, and on the other terms and conditions set forth in this Section. Before any such payment shall be made (except for capitalized interest which may be transferred to the Bond Fund when needed), the Agency shall file with the Trustee its requisition therefor in substantially the form set forth in Exhibit "D", attached hereto, signed by an Authorized Officer of the Agency and the Engineer (or by the Agency and the City if the City is acting as Project Contractor and/or Engineer), stating in respect of

each payment to be made (a) the name and address of the person, firm or corporation to whom payment is due, (b) the amount to be paid, (c) the particular item of the Cost of Financing, Acquisition and Construction with respect thereto to be paid, and (d) that the cost or the obligation in the stated amount is a proper charge against the Project Fund and is a proper item of the Cost of Financing, Acquisition and Construction of the Project, and has not been paid. Such requisition may include the payment to the City for its costs incurred and work done on the Project. The Trustee shall make each payment required by such requisition. When the Project is complete and written notice is provided and the Cost of Financing, Acquisition and Construction has been paid in full any money remaining in the Project Fund shall be transferred to the Bond Fund and the Project Fund shall thereafter be closed and terminated.

SECTION 12. BOND FUND. There is hereby created a fund, to be held by the Trustee, separate and apart from all other funds of the Trustee, designated "Revenue Allocation Bond Fund, Series 2013" (the "Bond Fund"). The Trustee shall transfer the amounts from the Revenue Allocation Fund or the Project Fund (in the case of capitalized interest or when the Project is complete) in the amounts and at the times as required to make payments of principal, interest, or redemption price on the Bonds, to the Bond Fund. There shall be transferred to the Bond Fund the amounts due for principal or redemption price of or interest on the Bonds from the Revenue Allocation Fund or the Project Fund (in the case of capitalized interest or when the Project is complete), as the case may be, one (1) day prior to the due date of any installment of principal and/or interest on the Bonds, which amount shall be transferred on such due date to the Paying Agent to be applied in payment of the Bonds.

A. Priority of Lien of Payment into the Bond Fund. The amounts so pledged to be paid into the Bond Fund from the Pledged Revenues are hereby declared to be a prior lien and charge upon the Pledged Revenues superior to all other charges of any kind or nature whatsoever except for any Additional Bonds issued in accordance with Section 21 hereof.

B. Application and Investment of Moneys in the Bond Fund. Moneys in the Bond Fund shall be invested as permitted by law upon the written direction of the Agency as assisted by the City. Investments in the Bond Fund shall mature prior to the date on which such moneys shall be needed for required payments. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits therein or payments therefrom.

SECTION 13. [RESERVED]

SECTION 14. RESERVE FUND.

A. Reserve Fund Created. There is hereby created the "Reserve Fund, Series 2013" for the Bonds to be held and administered by the Trustee.

B. Fund Deposits and Disbursements. The Trustee shall make such deposits into the Reserve Fund from Revenue Allocation Revenues, after paying the costs of Debt Service, as necessary until the amount on deposit therein is equal to the Reserve Fund Requirement.

If on any Debt Service payment date (or on the date of maturity or prepayment, in the case of principal) the amount in the Bond Fund is less than the amount required to pay such Debt Service, the Trustee shall apply amounts from the Reserve Fund to the extent necessary to make said payments.

If on any Debt Service payment date the amount in the Reserve Fund exceeds the Reserve Fund Requirement, such excess shall be deposited to the Revenue Allocation Fund.

Any deficiency in the Reserve Fund created by a withdrawal authorized as described above shall be replaced as soon as practicable by deposits of legally available moneys from the Revenue Allocation Fund until the Reserve Fund is restored to the Reserve Fund Requirement.

Whenever the amount in the Reserve Fund, together with the amount in the Bond Fund, is sufficient to pay in full all Bonds Outstanding, including interest thereon, in accordance with the terms thereof, the balance of funds on deposit in the Reserve Fund shall be transferred to the Bond Fund. Any provision of this Bond Resolution to the contrary notwithstanding, so long as there shall be held in the Bond Fund an amount sufficient to pay in full the Bonds Outstanding and interest accrued thereon, in accordance with the terms thereof, no deposits shall be required to be made into the Reserve Fund.

SECTION 15. INVESTMENTS. All funds and accounts hereunder shall be invested in Investment Securities by the Trustee upon the direction of an Authorized Officer of the Agency as assisted by the City. In the event of any failure by the Agency or City to give directions for investment, the Trustee shall invest such funds in short term Investment Securities. The Trustee may make any and all investments permitted by the provision of this Bond Resolution through its own or any of its affiliates investment departments. Obligations purchased as an investment of money in any fund or account created under the provisions of this Bond Resolution shall be deemed at all times to be a part of such fund or account and any profit realized from the liquidation of such investment shall be credited to, and any loss resulting from the liquidation of such investment shall be charged to the computation of net interest earned on the money and investments in such fund or account.

In computing the amount in any fund or account created under the provisions of this Bond Resolution for any purposes provided in this Bond Resolution, obligations purchased as an investment of money therein shall be valued at the amortized cost of such obligations plus accrued interest. Such computations shall be determined as of each May 1 and November 1 of each year.

Except as otherwise provided in this Bond Resolution, the Trustee shall sell at the best price obtainable or present for redemption or transfer as provided in the next sentence any obligation so purchased as an investment whenever either it shall be requested in writing by an Authorized Officer of the Agency so to do or it shall be necessary in order to provide money to meet any payment or transfer from any fund or account held by them. In lieu of such sale or presentment for redemption, the Trustee may, in making the payment or transfer from any fund or account mentioned in the preceding sentence, transfer such investment obligations, or interest appertaining thereto if such investment obligations shall mature or be collectable at or prior to the time the proceeds thereof shall be needed and such transfer of investment obligations may be made in book entry form. The Trustee shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from such investment.

SECTION 16. PROVISION FOR DEFEASANCE OF THE BONDS. In the event that money and/or direct obligations of, or obligations guaranteed by the United States, as provided by Section 57-504 of the Idaho Code, as it now reads or is hereafter amended, maturing or having guaranteed redemption prices at such time or times and bearing interest to be earned thereon in such amounts as are sufficient (together with any resulting cash balances) to redeem and retire part or all of the Bonds in accordance with their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need to be made into the Bond Fund for the payment of the principal of and interest on that portion of the Bonds so provided for, and such portion of the Bonds and interest accrued thereon shall then cease to be entitled to any lien, benefit or security of this Bond Resolution, except the right to receive the funds so set aside and pledged, and such Bonds and interest accrued thereon shall no longer be deemed to be outstanding hereunder. The Rating Agency, if any, shall receive written notice from the Agency of any actions taken by the Agency under this Section.

SECTION 17. AGENCY COVENANTS. The Agency covenants and agrees with the Registered Owner of the Bonds as follows:

A. Punctual Payment. The Agency will punctually pay or cause to be paid the interest on and principal of and redemption premiums, if any, to become due with respect to the Bonds, in strict conformity with the terms of the Bonds and of the Bond Resolution, and will faithfully satisfy, observe and perform all conditions, covenants and requirements of the Bonds and of the Bond Resolution.

B. Against Encumbrances. The Agency will not mortgage or otherwise encumber, pledge or place any charge upon any of the Pledged Revenues and will not issue any obligation or security superior to or on a parity with the Bonds payable in whole or in part from the Pledge Revenues, except as provided in the Bond Resolution.

C. Extension or Funding of Claims for Interest. In order to prevent any claims for interest after maturity, the Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any Bonds and will not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the Agency, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of the Bond Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

D. Management and Operation of Properties. The Agency will manage and operate any property owned by the Agency and comprising any part of the Project or the Revenue Allocation Area in a sound and business-like manner and in conformity with all valid requirements of any governmental authority relative to the project or any part thereof, and will keep such property insured at all times in conformity with sound business practice.

E. Payment of Claims. The Agency will pay and discharge any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Agency or upon the Pledged Revenues or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds; provided that nothing herein contained shall require the Agency to make any such payments so long as the Agency in good faith shall contest the validity of any such claims.

F. Books and Accounts; Financial and Project Statements. The Agency will keep proper books of record and accounts, separate from all other records and accounts of the Agency, in which complete and correct entries shall be made of all transactions relating to the Project and the funds created hereunder. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Trustee or of the Registered Owners of not less than twenty-five percent (25%) of the aggregate amount of Outstanding Bonds or their representatives authorized in writing.

G. Protection of Security and Rights of Registered Owners. The Agency will preserve and protect the security of the Bonds and the rights of the Registered Owners, and will warrant and defend their rights against all claims and demands of all person. From and after the sale and delivery of the Bonds by the Agency, such Bonds shall be incontestable by the Agency.

H. Payment of Taxes and Other Charges. Subject to the provisions of Section 17(I) hereof, the Agency will pay and discharge any taxes, service charges, assessments and other governmental charges which may hereafter by lawfully imposed upon the Agency or any properties owned by the Agency in the

Revenue Allocation Area, or upon the revenues therefrom, when the same shall become due; provided that nothing herein contained shall require the Agency to make any such payments so long as the Agency in good faith shall contest the validity of any such taxes, service charges, assessments or other governmental charges.

I. Taxation of Leased Property. If any property in the Revenue Allocation Area is hereafter owned and redeveloped by the Agency and thereafter is leased by the Agency to any person or persons, or whenever the Agency leases any such real property to any person or persons for redevelopment, the property shall be assessed and taxed in the same manner as privately-owned property (in accordance with the law), and the lease or contract shall provide (1) that the lessee shall pay taxes upon the assessed value of the entire property and not merely upon the assessed value of the leasehold interest, and (2) that if for any reason the taxes paid by the lessee on such property in any year during the term of the lease shall be less than the taxes that would have been payable upon the entire property if the property were assessed and taxed in the same manner as privately owned property, the lessee shall pay such difference to the Agency within thirty (30) days after the taxes for such year become payable, and in any event prior to the delinquency date of such taxes established by law, which such payments shall be treated as Revenue Allocation Revenues and shall be deposited by the Agency in the Revenue Allocation Fund.

J. Disposition of Property in Revenue Allocation Area. The Agency will not, except as otherwise provided in this Section 17(J) and except for property currently owned by the City in the Revenue Allocation Area, authorize the disposition of any such real property in the Revenue Allocation Area to anyone which will result in such property becoming exempt from taxation because of public ownership or use or otherwise (except for public ownership or use contemplated by the Revenue Allocation Area under the Urban Renewal Plan in effect on the date of adoption of the Bond Resolution, or property to be used for public streets or easements or rights of way for public utilities, or other similar uses). If such dispositions, together with all similar prior dispositions on or subsequent to the effective date of the Bond Resolution, shall comprise more than ten percent (10%) of the land area in the Revenue Allocation Area, it shall cause to be filed with the Registered Owner(s) a Consultant's Report on the effect of such proposed disposition. If the Consultant's Report concludes that the Pledged Revenues will not be materially reduced by such proposed disposition, the Agency may proceed with such proposed disposition. If the Consultant's Report concludes that Revenue Allocation Revenues will be materially reduced by such proposed disposition, the Agency shall, as a condition precedent to proceeding with such proposed disposition, require that such new owner or owners either:

(1) Pay to the Trustee for deposit into the Revenue Allocation Fund, so long as any of the Bonds are Outstanding, an amount equal to the amount that would have been received by the Agency as Pledged Revenues if such

property were assessed and taxed in the same manner as privately-owned non-exempt property, which payment shall be made within thirty (30) days after taxes for each year would become payable to the taxing agencies for non-exempt property and in any event prior to the delinquency date of such taxes established by law; or

(2) Pay to the Trustee for deposit into the Revenue Allocation Fund a single sum equal to the amount estimated by an independent redevelopment consultant to be receivable from taxes on such property from the date of such payment to the last maturity date of all Outstanding Bonds, less a reasonable discount value.

All such payments to the Trustee in lieu of taxes shall be treated as Pledged Revenues and shall be deposited by the Trustee in the Revenue Allocation Fund to be available as Pledged Revenues for payment of the Bonds.

K. Amendment of Urban Renewal Plan. The Agency will not amend the Urban Renewal Plan except as provided in this Section 17(K). If the Agency proposes to amend the Urban Renewal Plan for any purpose other than to expand the Revenue Allocation Area or to create an additional and separate revenue allocation area under Title 50, Chapter 29, Idaho Code, as amended, which does not overlap the Revenue Allocation Area (both of which are permitted hereunder), it shall cause to be filed with the Trustee and the Registered Owner(s) a Consultant's Report on the effect of such proposed amendment. If the Consultant's Report concludes that Pledged Revenues will not be materially reduced by such proposed amendment, the Agency may undertake such amendment. If the Consultant's Report concludes that the annual Pledged Revenues will be less than 125% of Maximum Annual Debt Service on the Outstanding Bonds, the Agency may not undertake such proposed amendment.

L. Further Assurances. The Agency will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Bond Resolution, and for the better assuring and confirming unto the Registered Owner of the Bonds of the rights and benefits provided in the Bond Resolution.

M. Accounts and Reports.

(1) The Agency shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Project and each fund and account established under this Bond Resolution, and which, together with all books and papers of the Agency, including insurance policies, relating to the Project, shall at all times be subject to the inspection of the Trustee or its representative duly authorized in writing.

(2) The Trustee, Registrar and Paying Agent shall advise the Agency in writing promptly as requested by the Agency, but in no event less often than annually, of its transactions during such period relating to each fund and account held by it under this Bond Resolution.

(3) The Agency shall annually, within 180 days after the close of each Fiscal Year, file with the Registered Owner(s), and otherwise as provided by law, a copy of an annual report for each year, accompanied by an Accountant's Certificate, relating to the Project and including the following statements in reasonable detail: a balance sheet showing assets and liabilities as of the end of such year, to the extent relating to the Project a statement of Pledged Revenues, expenses and changes in retained earnings for such year; and a summary with respect to each fund and account established under this Bond Resolution of the receipts therein and disbursements therefrom during such year and the amount held therein at the end of such year. The accountant or accounting firm completing the Accountant's Certificate shall, based on a certificate of an Authorized Officer, provide a written statement as to whether or not, to the knowledge of the signer, the Agency is in default with respect to any of the covenants, agreements or conditions on its part contained in this Bond Resolution, and if so, the nature of such default.

(4) The reports, statements and other documents required to be furnished to the Registered Owners pursuant to any provisions of this Bond Resolution shall be available for the inspection of Registered Owners of the Bonds at the office of the Agency and the reports mentioned in subsection (3) shall be mailed to each Registered Owner who shall file a written request therefor with the Agency.

(5) The Agency will provide all reports as required under the Law.

N. General.

(1) The Agency shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Agency under the provisions of the Law and this Bond Resolution.

(2) Upon the date of authentication and delivery of the Bonds, all conditions, acts and things required by law and this Bond Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed and the issue of such Bonds, together with all other indebtedness of the Agency, shall comply in all respects with the applicable laws of the State of Idaho.

(3) The Bonds are issued in connection with an Urban Renewal Project, as defined in the Law. Accordingly, in any suit, action or proceeding involving the validity or enforceability of the Bonds, the Bonds shall be conclusively deemed to have been issued for such purpose and such Urban Renewal Project shall be conclusively deemed to have been planned, located and carried out in accordance with the provisions of the law.

O. [Reserved].

P. [Reserved].

Q. [Reserved].

R. [Reserved]..

S. [Reserved.]

T. Continuing Disclosure. In view of Purchaser's representation that it is a "qualified institutional buyer" under the federal security laws , its intention to hold the Bonds in its portfolio and authorized denominations of the Bonds at $100,000 or greater, the Agency and the Trustee are not entering into a continuing disclosure agreement for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), but do hereby covenant and agree that they will enter into such an undertaking for purposes of the Rule it so requested by Purchaser or another Registered Owner or so advised by counsel.. Notwithstanding any other provision of this Bond Resolution, failure of the Agency or the Trustee to comply with a continuing disclosure agreement or other undertaking under the Rule shall not be considered an Event of Default under this Bond Resolution; however, the Trustee may (and, at the request of any participating underwriter or the holders of at least 25% aggregate principal amount of Outstanding Bonds, shall) or any Bondowner may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Agency or the Trustee, as the case may be, to comply with its obligations under the Rule or such undertaking. The Agency agrees to provide to Purchaser and any other Registered Owner all reports and information required by the Purchase Commitment for the City and the Agency.

U. Receipt of Revenue Allocation Revenues; Enforcement of Development Agreement; Notices to Registered Owner(s). The Agency and Trustee agree to monitor the amount in the Revenue Allocation Fund and, if on January 27 of any year hereafter or such other date as provided in the Development Agreement or Terms Certificate, the Agency determines that Revenue Allocation Revenues have not been received and deposited therein

sufficient to pay the next Debt Service payment on the Bonds due on the next Interest Payment Date and there is no capitalized interest in the Project Fund available to make such payment, the Agency shall send to Chobani Idaho, Inc. (the "Property Owner") notice of demand under the Development Agreement to pay to the Trustee the amount needed in order to make such payment as provided in the Development Agreement. If the Property Owner fails to make such payment to the Trustee, the Agency shall so notify the Registered Owner(s), the City on behalf of the LID and the Trustee and request that the City on behalf of the LID proceed to take all measures needed to collect the installment payment of the assessments under the LID in order to pay the LID Bonds. The Trustee agrees to cooperate with and assist the Agency, City and Registered Owner(s) in such collection efforts.

SECTION 18. TRANSFER OF OR EXCHANGE OF BONDS. Any Bond shall be transferable by the Registered Owner thereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of such Bonds at the principal office of the Registrar for cancellation and issuance of new Bonds in the name of the transferee, in exchange therefor. Provided, however, that the Registrar shall not be required to transfer the Bonds within fifteen calendar days prior to a principal or interest payment.

Any Bond shall be exchangeable for Bonds of any authorized denomination or denominations, upon surrender and cancellation of said Bond at the principal corporate trust office of the Registrar.

Whenever any Bond shall be surrendered for transfer, the Registrar shall authenticate and deliver to the transferee, in exchange therefor, a new fully registered Bond of the same maturity and interest rate, and for the maximum principal amount of such Bond being surrendered.

The Registrar shall require the payment by the Registered Owner requesting such transfer or exchange of any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. The costs imposed by the Registrar for such transfer or exchange shall be deemed to be a Project cost to be borne by the Agency. The Registrar and the Agency may also require the transferor and/or transferee of the Bonds to execute any documents in connection with such transfer as may be reasonable required by the Agency and the Registrar.

SECTION 19. LOST, STOLEN, MUTILATED OR DESTROYED BONDS. In case the Bonds shall be lost, stolen, mutilated or destroyed, the Registrar may authenticate and deliver new Bonds of like date, denomination, interest rate, maturity, number, tenor and effect to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the Registrar in connection therewith and upon his filing with the Registrar evidence satisfactory to the Registrar that such Bonds were actually lost, stolen, mutilated or destroyed and of his ownership thereof, and upon furnishing the Registrar with indemnity satisfactory to the Registrar.

SECTION 20. REGISTRATION. The Agency hereby adopts a system of registration with respect to the Bonds as required by Title 57, Chapter 7, Idaho Code, as amended, pursuant to this Section and Sections 3, 4, 6, 18, and 19 hereof.

The Registrar is hereby appointed as authenticating agent, registrar and transfer agent with respect to the Bonds, subject to the following terms and conditions:

A. The Registrar shall keep, or cause to be kept, at the principal office of the Registrar, sufficient books for the registration and transfer of the Bonds, which books are hereby defined as the "Bond Register," in which shall be maintained the names and addresses of the Registered Owners of the Bonds. Said Bond Register shall at all reasonable times be open to inspection by the Agency.

B. Subject to the terms of any agreement with the Registrar, the Agency shall pay to the Registrar reasonable compensation for all services rendered under this Bond Resolution, together with reasonable expenses, charges, fees of counsel, accountants and consultants and other disbursements, including those of its attorneys, agents and employees, incurred in good faith in and about the performance of their powers and duties under this Bond Resolution which shall be deemed operation and maintenance expenses of the Project.

C. The Registrar may become the owner of the Bonds with the same rights it would have if it were not the Registrar, and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of or in any other capacity with respect to, any committee formed to protect the rights of the Registered Owners.

SECTION 21. ADDITIONAL BONDS. For so long as any of the Bonds remain Outstanding, the Agency will not issue any obligations having a greater or equal priority of lien upon the Pledged Revenues to pay and secure the payment of the principal of and interest on such obligations than the priority of lien created on such Pledged Revenues to pay and secure the payment of the principal of and interest on the Bond without the prior written approval of all Registered Owners.

Nothing herein contained shall prevent the Agency from issuing obligations approved in advance and in writing by the Purchaser which are a charge upon the Pledged Revenues junior or inferior to the payments required by this Bond Resolution to be made out of such revenue into the Bond Fund to pay and secure the payment of the Bonds and any Additional Bonds.

SECTION 22. AMENDMENTS.

A. The Board from time to time and at any time may adopt a resolution or resolutions supplemental hereto, which resolution or resolutions thereafter shall become a part of this Bond Resolution, for any one or more or all of the following purposes:

(1) To add to the covenants and agreements of the Agency in this Bond Resolution, other covenants and agreements thereafter to be observed, which shall not adversely affect the interests of the Registered Owners of the Bonds, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting or supplementing any defective provision contained in this Bond Resolution or any resolution authorizing future notes, warrants or bonds in regard to matters or questions arising under such resolutions as the Board may deem necessary or desirable and not inconsistent with such resolutions and which shall not adversely affect, in any material respect, the interests of the Registered Owners of the Bonds.

Any such supplemental resolution pursuant to this subsection A may be adopted without the consent of the Purchaser and the Registered Owners of the Bonds at any time Outstanding, notwithstanding any of the provisions of subsection B of this section. , provided that the Agency shall give the Rating Agency , if any, written notice thereof and provide to such Rating Agency a copy of such supplemental resolution, and provided the Rating Agency confirms that the rating assigned to the Bonds will not be reduced as a result of such supplemental resolution.

B. With the written consent of the Registered Owners of not less than sixty-five percent (65%) in aggregate principal amount of the Bonds at the time Outstanding, which consents shall be submitted to the Trustee prior to adoption, the Agency may adopt a resolution or resolutions supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Bond Resolution or of any supplemental resolution; provided, however, that the Agency shall give the Rating Agency written notice thereof and provide to the Rating Agency a copy of such supplemental resolution, and provided the Rating Agency confirms that the rating assigned to the Bonds will not be reduced as a result of such supplemental resolution, and provided that no such supplemental resolution shall:

(1) extend the fixed maturity of the Bonds, or reduce the rate of interest thereon, or extend the time of payment of Debt Service from its due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, without the consent of the Registered Owner of the Bond so affected; or

(2) reduce the aforesaid percentage of Registered Owners required to approve any such supplemental resolution, without the consent of the Registered Owners of all of the Bonds then Outstanding.

It shall not be necessary for the consent of Registered Owners under this subsection B to approve the particular form of any proposed supplemental resolution, but it shall be sufficient if such consent shall approve the substance thereof.

C. Prior to delivery of the Bonds, this Bond Resolution may be amended in any manner approved by the Purchaser, which approval may be evidenced by the Agency's execution and delivery of the Bonds and the Purchaser's purchase and acceptance of the Bonds, as the case may be. Thereafter this Bond Resolution shall not be amended, supplemented or otherwise modified except as herein provided.

D. Upon the adoption of any supplemental resolution pursuant to the provisions of this section, this Bond Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations of the Agency under this Bond Resolution and the Registered Owners of the Bonds Outstanding hereunder shall thereafter be determined, exercised and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental resolution shall be deemed to be part of the terms and conditions of this Bond Resolution for any and all purposes.

E. Bonds executed and delivered after the execution of any supplemental resolution adopted pursuant to the provisions of this section may have a notation as to any matter provided for in such supplemental resolution, and if such supplemental resolution shall so provide, new Bonds so modified as to conform, in the opinion of the Board, to any modification of this Bond Resolution contained in any such supplemental resolution, may be prepared and delivered without cost to the Registered Owner of the affected Bonds then Outstanding, upon surrender for cancellation of such Bonds, in equal aggregate principal amounts.

SECTION 23 . [RESERVED].

SECTION 24. EVENTS OF DEFAULT.

A. Events of Default. If one or more of the following events of default (hereinafter "Event of Default") shall happen, that is to say:

(1) if default shall be made in the due and punctual payment of the Principal, or redemption price of the Bonds or any additional bonds issued pursuant to Section 21 hereof when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(2) if default shall be made in the due and punctual payment of any installment of interest on the Bonds or any additional bonds issued pursuant to Section 21 hereof, when and as such interest installment shall become due and payable;

(3) if default shall be made by the Agency in the performance or observance of any other of the covenants, agreements or conditions on its part in this Bond Resolution or in the Bonds contained, and such default shall continue for a period of sixty (60) days after written notice thereof to the Agency by the Registered Owner;

(4) if judgment for the payment of money shall be rendered against the Agency in an amount exceeding $100,000, and any such judgment shall not be discharged within one hundred twenty (120) days of the entry thereof, or an appeal shall not be taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to set aside or stay the execution of or levy under such judgment, or order, decrees or process or the enforcement thereof;

(5) if there shall occur dissolution or liquidation of the Agency or the filing by the Agency of a voluntary petition in bankruptcy, or the commission by the Agency of any act of bankruptcy, or adjudication of the Agency as a bankrupt, or assignment by the Agency for the benefit of its creditors, or the entry by the Agency into an agreement of composition with its creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Agency in any proceeding for its reorganization instituted under the provisions of the federal bankruptcy act, as amended, or under any similar act in any jurisdiction which may now be in effect or which may hereafter be enacted; or

(6) if an order or decree shall be entered, with the consent or acquiescence of the Agency, appointing a receiver or receivers of the Project, or any part thereof, or if such order or decree, having been entered without the consent and acquiescence of the Agency, shall not be vacated or discharged or stayed within ninety (90) days after the entry thereof;

then and in each and every such case, so long as such Event of Default shall not have been remedied, unless the Outstanding amount of the Bonds shall have already become due and payable, the Trustee may consider declaring (by fifteen (15) days' written notice to the Agency), or the Registered Owners of not less than twenty-five percent (25%) of the Outstanding Bonds (by notice in writing to the Agency and the Trustee) may consider declaring the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this Bond Resolution or in the Bonds contained to the contrary notwithstanding provided that the obligation to pay Pledged Revenues, not

yet received by the Agency, shall not be subject to acceleration. The right of the Trustee or the Registered Owners of not less than twenty-five percent (25%) of the Outstanding Bonds to make any such declaration as aforesaid, however, is subject to the condition that if, any time after such declaration, but before the Bonds shall have matured by their terms, all overdue installments of Debt Service on the Bonds, together with interest on such overdue installments of Debt Service to the extent permitted by law and the reasonable and proper charges, and all other sums then payable by the Agency under this Bond Resolution (except the principal of, and interest accrued since the next preceding Debt Service payment date on, the Bonds due and payable solely by virtue of such declaration) shall either be paid by or for the account of the Agency or provision satisfactory to the Trustee shall be made for such payment, and all defaults under the Bonds or under this Bond Resolution (other than the payment of principal and interest due and payable, solely by reason of such declaration) shall be made good or be secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, then and in every case either the Trustee or the Registered Owners of not less than twenty-five percent (25%) of the Bonds Outstanding, by written notice to the Agency, may rescind such declaration and annul such Event of Default in its entirety or, if the Trustee shall have acted upon the direction of the Registered Owners of not less than twenty-five percent (25%) of the Outstanding Bonds, unless there shall have been delivered to the Trustee written direction to the contrary by the Registered Owners of a majority in principal amount of Outstanding Bonds, the Trustee may rescind such declaration and annul such default in its entirety. No such recision or annulment shall extend to or affect any subsequent default or impair or exhaust any right or power consequent thereon.

B. Accounting and Examination of Records After Default.

1. The Agency covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the Agency and all other records relating to the Project shall at all reasonable times be subject to the inspection and use of the Trustee and of its agents and attorneys.

2. The Agency covenants that if an Event of Default shall happen and shall not have been remedied, the Agency, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all moneys, securities and funds pledged or held under this Bond Resolution for such period as shall be stated in such demand.

C. Application of Funds and Moneys After Default.

1. The Agency covenants that if an Event of Default shall happen and shall not have been remedied, the Agency, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee (i) forthwith, all moneys, securities and funds then held by the Agency in any fund under

this Bond Resolution, and (ii) all Pledged Revenues as promptly as practicable after receipt thereof.

2. During the continuance of an Event of Default, the Trustee shall apply all moneys, securities, funds and Pledged Revenues received by the Trustee pursuant to any right given or action taken under the provisions of this Section 24 as follows and in the following order:

(a) Expenses of Trustee -- To the payment of the reasonable and proper charges, expenses and liabilities of any Trustee;

(b) Principal or redemption price and interest -- To the payment of the interest and principal or redemption price then due on the Bonds as follows:

(i) unless the principal of all the Bonds shall have become or have been declared due and payable,

First: Interest -- To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the persons entitled thereto, without any discrimination or preference; and

Second: Principal or redemption price -- To the payment to the persons entitled thereto for payment of the unpaid principal or redemption price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment or reimbursement for payment thereof ratably, according to the amounts of principal or redemption due on such date, to the persons entitled thereto, without any discrimination or preference;

(ii) if the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any

other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

3. If and whenever all overdue installments of interest on all Bonds, together with the reasonable and proper charges, expenses and liabilities of the Trustee, and all other sums payable by the Agency under this Bond Resolution, including the principal and redemption price of and accrued unpaid interest on all Bonds which shall then be payable by declaration or otherwise, shall either be paid by the Trustee for the account of the Agency, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Bond Resolution or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Agency and the Trustee shall be restored, respectively, to their former positions and rights under this Bond Resolution. No such restoration of the Agency and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Bond Resolution or impair any right consequent thereon.

D. Proceedings Brought by Trustee.

1. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon the written request of the Registered Owners of not less than twenty-five percent (25%) in principal amount of the Bonds Outstanding shall proceed, to protect and enforce its rights and the rights of the Registered Owners of the Bonds under this Bond Resolution forthwith by a suit or suits in equity or at law, whether for the specified performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the Agency as if the Agency were the trustee of an express trust, or in the enforcement of any rights under the LID Bonds which secure the Series 2013A Bonds or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Bond Resolution.

2. All rights of action under this Bond Resolution may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on the trial or other proceedings, and any such suit or proceedings instituted by the Trustee shall be brought in its name.

3. The Registered Owners of not less than majority in principal amount of the Bonds at the time Outstanding may direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, provided that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, of if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Registered Owners of the Bonds not parties to such direction.

4. Upon commencing a suit in equity or upon other commencement of judicial proceedings by the Trustee to enforce any right under this Bond Resolution, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Bond Resolution as provided to be exercised by the Trustee upon the occurrence of any Event of Default.

5. Regardless of the happening of an Event of Default, the Trustee shall have power to, but unless requested in writing by the Registered Owners of a majority in principal amount of the Bonds then Outstanding, and furnished with security and indemnity acceptable to the Trustee, shall be under no obligation to institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient to prevent any impairment of the security under this Bond Resolution by any acts which may be unlawful or in violation of this Bond Resolution, and such suits and proceedings as the Trustee may be advised shall be necessary or expedient to preserve or protect its interest and the interests of the Registered Owners.

E. Restriction on Action of Registered Owners.

1. Except as otherwise provided herein, no Registered Owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of any provision of this Bond Resolution or the execution of any trust under this Bond Resolution or for any remedy under this Bond Resolution unless such Registered Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Section, and the Registered Owners of at least twenty-five percent (25%) in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity, either to exercise the powers granted in this Bond Resolution or by the Law or by the laws of Idaho to institute such action, suit or proceeding in its own name, and unless such Registered Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused to comply with such request

for a period of sixty (60) days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Registered Owners of Bonds shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the pledge created by this Bond Resolution, or to enforce any right under this Bond Resolution, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Bond Resolution shall be instituted, had and maintained in the manner provided in this Bond Resolution and for the equal benefit of all Registered Owners of the Bonds Outstanding.

2. Nothing in this Bond Resolution or in the Bonds shall affect or impair the obligation of the Agency to receive, and pay to the Trustee as provided in this Bond Resolution, the Revenue Allocation Revenues which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of (and premium, if any) and interest on the Bonds to the respective Registered Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Registered Owner to enforce such payment of his Bond.

F. Remedies Not Exclusive. No remedy by the terms of this Bond Resolution conferred upon or reserved to the Trustee or the Registered Owners of the Bonds is intended to be exclusive of any other remedy, and each and every such remedy is not exclusive of any other remedy given under this Bond Resolution or existing at law or in equity or by statute on or after the date of adoption of this Bond Resolution.

G. Effect of Waiver and Other Circumstances.

1. No delay or omission of the Trustee or any Registered Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such Event of Default or be an acquiescence therein; and every power and remedy given by this Section to the Trustee or to the Registered Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee or by the Registered Owners.

2. Prior to the declaration of maturity of the Bonds as provided in the Bond Resolution, the Registered Owners of not less than sixty-six and two-thirds percent (66 2/3%) in principal amount of the Bonds at the time Outstanding, or their attorney-in-fact duly authorized, may on behalf of the Registered Owners of all of the Bonds waive any past default under this Bond Resolution and its consequences, except an Event of Default in the payment of interest on, principal of, or premium (if any) on any of the Bonds. No such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon.

H. Notice of Default. The Trustee shall promptly mail to the Rating Agency and to the Registered Owners of the Bonds Outstanding written notice of the occurrence of any Event of Default set forth in Section 24.A above.

SECTION 25. PRIOR PROCEEDINGS RATIFIED. All proceedings, resolutions, and actions of the Agency and its officers and agents, taken in connection with the issuance and sale of the Bonds, are hereby ratified, confirmed, and approved.

SECTION 26. SEVERABILITY. If any one or more of the covenants or agreements provided in this Bond Resolution to be performed on the part of the Agency shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Bond Resolution and shall in no way affect the validity of the other provisions of this Bond Resolution or of the Bonds.

SECTION 27. VALIDITY OF BONDS. Pursuant to Sections 50-2027 and 50-2911, Idaho Code, as amended, no direct or collateral action attacking or otherwise questioning the validity of the Bonds may be brought prior to the effective date of this Bond Resolution or after the elapse of thirty (30) days from and after the effective date of this Bond Resolution.

SECTION 28. NOTICES. All notices to Bond Owners shall be given by electronic transmission unless otherwise provided herein and confirmed in writing as soon as practicable if such Bond Owners have given appropriate information to the Paying Agent/Registrar for notice to be given in such manner, and otherwise by first class mail. Any notice to or demand upon the following parties shall be given by certified mail, return receipt requested, as follows:

If to the Agency:	Urban Renewal Agency of the City of Twin Falls, Idaho PO Box 1907 Twin Falls, Idaho 83303-1907 Attention: Secretary
If to the Paying Agent/ Registrar or Trustee:	Zions First National Bank 100 N. 9th Street, Ste 301 Boise, ID 83702 Attn: Corporate Trust Department

SECTION 29. PUBLICATION OF NOTICE OF RESOLUTION. A notice of this Bond Resolution substantially in the form set forth on Exhibit "E" hereof shall be published as soon as possible once in a newspaper of general circulation in the City.

SECTION 30. EXHIBITS INCORPORATED. All Exhibits hereto are hereby incorporated by reference as if fully set forth herein.

SECTION 31. EFFECTIVE DATE. This Bond Resolution shall take effect immediately upon its adoption and approval.

SIGNED by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board of Commissioners, on January 14, 2013.

PASSED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on January 14, 2013.

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

_____
Chairman, Board of Commissioners

ATTEST:

_____
Secretary

(S E A L)

CERTIFICATION

I, the undersigned Secretary of the Board of Commissioners of the Urban Renewal Agency of the City of Twin Falls, Idaho, hereby certify that the foregoing Resolution is a full, true and correct copy of a Resolution duly passed and adopted at a regular meeting of the Board of Commissioners of said Agency, duly and regularly held at the regular meeting place thereof on January 14, 2013, of which meeting all members of said Board had due notice, and at which a majority thereof were present; and that at said meeting said Resolution was adopted by the following vote:

AYES, and in favor thereof, Commissioners: _____

NAYS, Commissioners: _____

ABSENT, Commissioners: _____

ABSTAIN, Commissioners: _____

I further certify that I have carefully compared the same with the original Resolution on file and of record in my office, that said Resolution is a full, true and correct copy of the original Resolution adopted as said meeting; and that said Resolution has not been amended, modified or rescinded since the date of its adoption, and is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand affixed the official seal of said Agency on January 14, 2013

_____

Secretary

EXHIBIT "A"

PROJECT DESCRIPTION

Funding of the acquisition of real property together with: site development, acquisition, installation and construction of sewer system, pre-treatment system, water system, related utility extensions, road improvements and other related facilities and improvements, all as described in the Urban Renewal Plan.

EXHIBIT "B"

[Form of Bond]

No. R- _____ $_____

TRANSFER OF THIS BOND IS RESTRICTED TO "ACCREDITED INVESTORS" AND "QUALIFIED INSTITUTIONAL BUYERS" UNDER APPLICABLE SECURITIES LAWS AS FURTHER PROVIDED IN SECTION 6.B. OF THE BOND RESOLUTION DEFINED BELOW.

UNITED STATES OF AMERICA
STATE OF IDAHO
COUNTY OF TWIN FALLS

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO
REVENUE ALLOCATION BONDS, SERIES [2013A][2013B]

Interest Rate	Dated Date
____% Initially Subject to Adjustment	_____, 2013

The URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO (the "Agency"), for value received, promises to pay from the Bond Fund (the "Bond Fund") designated as the Revenue Allocation Bond Fund, Series 2013, and created by Resolution No. 2013-1, adopted by the Board of Commissioners of the Agency on January 14, 2013 (the "Bond Resolution"), to

ZIONS FIRST NATIONAL BANK

or register assigns, on the maturity date specified above, the principal sum of

_____ and NO/100 DOLLARS

and to pay principal and interest thereon from the aforesaid Bond Fund from _____, 2013, at the rate per annum specified above, as set forth on Schedule 1 attached hereto with interest hereon to reset and be adjusted as follows: _____. The payments on the said Schedule 1 shall be revised and reamortized upon such rate adjustment or upon a redemption made on this Bond. Zions First National Bank serves as Trustee under the Bond Resolution (the "Trustee").

Both principal of and interest on this Bond are payable in lawful money of the United States of America to the Registered Owner hereof, whose name and address shall appear on the registration records of the Agency (the "Bond Register") maintained by Zions First National Bank, Boise, Idaho, as Registrar. Payment of each installment of

interest shall be calculated on the basis of a 360 day year and actual number of days elapsed, shall be made to the Registered Owner whose name appears on the Bond Register at the close of business on the fifteenth day of the month next preceding the interest payment date and shall be paid on the due date to such Registered Owner at his address appearing on the Bond Register, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. Principal shall be paid to the Registered Owner at such address and at the times and in the amounts set forth on Schedule 1 attached hereto until paid in full.

This Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and shall not constitute a general obligation or debt of the City of Twin Falls, Idaho, or of any municipality, the State of Idaho, or any of its political subdivisions. In no event shall this Bond give rise to a general obligation or liability of the Agency, any municipality, the State of Idaho, or any of its political subdivisions, or give rise to a charge against their general credit or taxing powers, or be payable out of any funds or properties other than those of the Agency specifically pledged therefor.

This Series [2013A][2013B] Bond is one of a duly authorized issue of Bonds of like date, tenor, designation and effect, except for variations required to state numbers, denominations, rates of interest and dates of maturity, along with the Agency's Revenue Allocation (Tax Increment) Bonds, Series [2013B][2013A] aggregating [$_____] in principal amount. The Bonds are issued in fully registered form, in denominations of $100,000, or any integral multiple of $1,000 above $100,000 (provided that no single Bond shall represent more than one maturity), and mature over the years _____ through _____, inclusive. The Bonds are limited obligations of the Agency payable solely from the Revenue Allocation Bond Fund, Series 2013 (the "Bond Fund"), created by the Bond Resolution. Additional Bonds, of a different series, may be issued subject to compliance with the Bond Resolution. For a more particular description of said Bond Fund, the Pledged Revenues to be deposited therein, and the nature and extent of the security afforded thereby, reference is made to the provisions of the aforementioned Bond Resolution. All capitalized terms used in this Bond shall have the meanings given to them by the Bond Resolution unless expressly defined otherwise herein.

This Bond and the Bonds of this issue are not general obligations of the Agency, and its full faith and credit are not pledged for payment of the principal thereof and interest thereon. The Bonds constitute a lien and charge upon the Pledged Revenues on a parity with any Additional Bonds permitted under the Bond Resolution.

This Bond and the Bonds of this issue are issued by the Agency pursuant to and in full compliance with the Constitution and laws of the State of Idaho, particularly the Idaho Urban Renewal Law of 1965, being Idaho Code, Title 50, Chapter 20 and the Local Economic Development Act, being Idaho Code, Title 50, Chapter 29 (collectively, the "Law"), and also pursuant to the Bond Resolution, for the purpose of providing part of the moneys to finance the Costs of Financing, Acquisition and Construction of the

Project. The Bonds are issued by the Agency in connection with an urban renewal project (as defined in the Law), and pursuant to Section 50-2012(f) of the Idaho Code this Bond shall be conclusively deemed to have been issued for such purpose and such Project shall be conclusively deemed to have been planned, located, and carried out in accordance with the provisions of the Law.

Bonds shall be subject to redemption as provided and referenced in Section 5 of the Bond Resolution.

Unless waived by the Registered Owner of this Bond, notice of any such redemption shall be sent by the Registrar by first class mail not less than thirty (30) nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner at the address shown on the Bond Register maintained by the Registrar, or at such other address as may be furnished in writing by such Registered Owner to the Registrar. When so called for redemption, such Bond shall cease to accrue interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and such Bond shall not be deemed to be Outstanding as of such redemption date.

This Bond is transferable or exchangeable by the Registered Owner hereof in person, or by his attorney duly authorized in writing, upon presentation and surrender of this Bond at the principal corporate trust office of the Registrar. Upon such transfer or exchange, a new Bond or Bonds of authorized denomination or denominations, of equal aggregate principal amount and of the same maturity and interest rate, will be issued to the transferee or exchange, in exchange therefor. Provided, however, that the Registrar shall not be required to transfer all or any portion of this Bond within fifteen (15) calendar days prior to its date of maturity or an interest payment date.

The Trustee and Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payments of principal hereof and interest due hereon and for all other purposes, and the Trustee and Registrar shall not be affected by any notice to the contrary.

The Agency has covenanted and agreed with the Registered Owner of the Bond that it will keep and perform all of the covenants of this Bond and of the Bond Resolution to be by it kept and performed.

The covenants contained herein and in the Bond Resolution may be discharged by making provision, at any time, for the payment of the principal of and interest on this Bond in the manner provided in the Bond Resolution.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions, and things essential to the validity of this Bond do exist, have happened, and have been done and that every requirement of the Constitution and statutes of the State of Idaho and the Resolutions and resolutions of the Agency affecting the issue hereof have been duly complied with; the Pledged Revenues have been pledged and will be set aside into the

Bond Fund to be used for the payment of principal of and interest on this Bond in the order of priority provided in the Bond Resolution.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication hereon shall have been manually signed by the Registrar.

IN WITNESS WHEREOF, the Urban Renewal Agency of the City of Twin Falls, Idaho, has caused this Bond to be executed by the manual or facsimile signatures of the Chairman of the Board of Commissioners, attested by the manual or facsimile signature of the Secretary, and the seal of the Agency imprinted hereon, as of this ___ day of _____, 2013.

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

[Manual or Facsimile Signature]_____
Chairman, Board of Commissioners

ATTEST:

[Manual or Facsimile Signature]____
Secretary

[Manual or Facsimile Seal]

CERTIFICATE OF AUTHENTICATION

Date of Authentication:_____, 2013

This Bond is one of the Urban Renewal Agency of the City of Twin Falls, Idaho, Revenue Allocation Bonds, [Series 2013B], described in the within-mentioned Bond Resolution.

ZIONS FIRST NATIONAL BANK
as Registrar

By: _____
Authorized Officer

LEGAL OPINION

It is hereby certified that a true and complete copy of the legal opinion of Skinner Fawcett LLP, of Boise, Idaho, is on file in my office, which opinion is dated the date of delivery of and payment for the Bond described therein, an original of which was delivered to me on said date, and is a part of the permanent records of the Agency.

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

[Manual or Facsimile Signature]
Secretary

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common	(Cust)	UNIF TRFS MIN ACT . . . . . (Minor)
TEN ENT -- as tenants by the entireties		under Uniform Transfer to Minors Act . . . . . (State)
JT TEN -- as joint tenants with right of survivorship and not as tenants in common		

Additional abbreviations may also be used although not in the above list.

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

Name of Transferee: _____

Address: _____

_____

Tax Identification No. _____

the within Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

_____
Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

_____

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution, (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature medallion program), pursuant to S.E.C Rule 17Ad-15.

Schedule 1

PAYMENT SCHEDULE

Debt Service Schedule			
Date	Principal	Interest	Total P+1

EXHIBIT "C"

BOND PURCHASE CONTRACT

[ATTACHED]

BOND PURCHASE CONTRACT

RELATING TO

Urban Renewal Agency of the City of Twin Falls, Idaho
Revenue Allocation Bonds
Series 2013A and Series 2013B

_____, 2013

Urban Renewal Agency of the City of Twin Falls, Idaho
321 Second Avenue East
Twin Falls, Idaho 83303

Ladies and Gentlemen:

Zions First National Bank (the "Purchaser") offers to purchase from the Urban Renewal Agency of the City of Twin Falls, Idaho, (the "Seller" or the "Issuer") all the aforementioned bonds (the "Bonds"), with delivery and payment at Boise, Idaho or as agreed upon and based upon the covenants, representations and warranties set forth below. Appendix A, which is incorporated into this Purchase Contract by reference, contains a brief description of the Bonds, the manner of their issuance, the purchase price to be paid, and the date of delivery and payment (the "Closing").

1. Prior to the closing on _____, 2013, (the "Closing Date") the Seller will prepare its Bonds and take such other actions as required by law for their issuance.

2. You represent and covenant to the Purchaser that:

   (a) You have and will have at the Closing the power and authority to enter into and perform this Purchase Contract, to adopt the resolution providing for the issuance of the Bonds (the "Bond Resolution") to finance an urban renewal project (the "Project") and to deliver and sell the Bonds to the Purchaser.

   (b) This Purchase Contract and the Bonds do not and will not conflict with or create a breach or default under any existing law, regulation, order or agreement to which the Seller is subject.

   (c) No governmental approval or authorization other than the Bond Resolution is required in connection with the sale of the Bonds to the Purchaser.

   (d) This Purchase Contract and the Bonds (when paid for by the Purchaser) are and shall be at the time of Closing legal, valid, and binding obligations of the Seller enforceable in accordance with their terms, subject only to applicable

bankruptcy, insolvency or other similar laws generally affecting creditors' rights.

(e) Purchaser has had an opportunity to obtain from Seller any and all information desired by Purchaser relating to the Bonds. The information obtained from or utilized by officers and employees of Seller in connection with this transaction is accurate and complete in all material respects as of such dates to the knowledge and belief of such officers and employees. No official statement or private placement memorandum is to be furnished in connection with the issuance of the Bonds.

(f) The City of Twin Falls, Idaho, on behalf of its Local Improvement District No. 2012-1 (the "District") is simultaneously issuing its Local Improvement Bonds (the "LID Bonds")in the same amount as the [Series 2013A Bonds] described herein and upon condition that such Bonds shall be paid through payments by assessments of property owners in the District in the event that revenue allocation revenues sufficient to pay the next debt service payment on the Series 2013A Bonds are not received by January 31 in any following year herein and further subject to the approval of Purchaser.

3. At 9:30 AM, MT, on _____, _____, 2013, or such later date as we mutually agree upon (the "Closing"), the Issuer, subject to the terms and conditions herein, will deliver or cause to be delivered to us, at the offices of Skinner Fawcett LLP, Boise, Idaho ("Bond Counsel") or other such place as we may mutually agree upon, the Bonds in definitive fully registered form, duly executed and authenticated. In addition, the other documents hereinafter mentioned will be delivered at the offices of Bond Counsel and the Purchaser will accept such delivery and pay the purchase price thereof in federal funds to the account of the Issuer which shall also constitute payment for the LID Bonds.

4. The Purchaser has entered into this agreement in reliance upon (i) the representations, warranties and agreements of the Issuer contained herein and in the Bond Resolution and (ii) the performance by the Issuer of their obligations hereunder, if any, and under the above mentioned documents, both as of the date hereof and as of the date of the Closing. The Purchaser's obligation under this Purchase Contract is and shall be subject to the following further conditions:

(a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date of acceptance hereof and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Bond Resolution shall be in full force and effect, shall be in form and substance acceptable to the Purchaser in all respects, and shall not have been amended, modified or supplemented

except as may have been agreed to in writing by us; and the Issuer shall have duly adopted or entered into and there shall be in full force and effect, such other resolutions and agreements, as, in the opinion of Bond Counsel shall be necessary in connection with the transactions contemplated hereby or the documentation of security for the Bonds.

(c) The Purchaser may terminate this agreement by notification in writing or by telegram to the Issuer if at any time subsequent to the date hereof and at or prior to the Closing: (i) legislation shall be enacted by, or favorably reported out of committee to, either House of the Congress of the United States, or a decision by a court of the United States adversely affecting the Bonds; or (ii) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering, sale or distribution of obligations of the character of the Bonds is in violation or any provision of the Securities Act of 1933, the Securities Exchange Act of 1934, or the Trust Indenture Act of 1939; or (iii) the Congress of the United States shall enact a law, or a bill shall be favorably reported out of committee of either House of the Congress of the United States, or a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or any other agency of the Federal government having jurisdiction of the subject matter shall be made, to the effect that securities of the Issuer or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, the Securities Exchange Act of 1934, or the Trust Indenture Act of 1939; or (iv) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have been an escalation of currently existing hostilities; or (v) there shall have occurred a general suspension of trading on the New York Stock Exchange; or (vi) a general banking moratorium shall have been declared by the United States, State of New York or State of Idaho authorities; or (vii) an event shall occur which in the reasonable judgment of the Purchaser (a) makes untrue or incorrect in any material respect, as of the time of such event, any statement or information given to Purchaser by Issuer in connection with the sale of the Bonds and/or (b) materially adversely affects the market for the Bonds, or the sale, at the contemplated price or the interest rates on the Bonds, by the Purchaser of the Bonds; or (viii) any documentation in connection with the issuance of the Bonds shall not be satisfactory in form and substance to the Purchaser or its counsel; or (ix) economic, market or other conditions shall occur or exist which, in the judgment of the Purchaser, render, the Bonds incapable of being sold on terms acceptable to the Purchaser; or (x) the results of any due diligence efforts by the Purchaser with respect to the proposed issuance of the Bonds shall not, in the sole discretion of the Purchaser, be satisfactory to the Purchaser; or (xi) any suit, proceeding,

litigation or other action shall be commenced, or, if commenced prior to the date hereof, shall be continuing or have been adjudicated, which, in any event, in the reasonable judgment of the Purchaser, may affect the sale or delivery of the Bonds; or (xii) the Purchaser and the Issuer shall not have reached agreement as to the terms of any of the agreements referred to in this Purchase Contract or (xii) the terms of the Purchase Commitment dated November 28, 2012, shall not have been satisfied.

(d) At or prior to the Closing, the Purchaser shall have received the following documents (in each case with such changes as the Purchaser shall approve):

1) The unqualified approving opinion of Skinner Fawcett LLP, Bond Counsel, dated the date of the Closing, in form acceptable in all respects to the Purchaser, and such other Bond documents referred to herein. All fees of the Bond Counsel shall be the responsibility of the Issuer upon Closing.

2) A certificate of the Issuer, signed by the Chairman or Secretary of the Issuer, dated the date of the Closing, to the effect that (a) the representations, warranties and agreements of the Issuer contained herein and in the Bond Resolution are true and correct in all material respects as of the date of the Closing; (b) to the knowledge of the Issuer without independent investigation, no litigation is pending or threatened (1) seeking to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues or other security pledged under the Bond Resolution, or (2) in any way contesting or affecting any authority for the issuance of the Bonds or the validity of the Bonds, the Bond Resolution or this Purchase Contract, or (3) in any way contesting the existence or powers of the Issuer to issue and deliver the Bonds, to adopt the Bond Resolution or to execute and deliver this Purchase Contract.

3) Evidence satisfactory to the Purchaser that the LID Bonds have been issued in form and substance satisfactory to the Purchaser.

4) Such further documents or opinions reasonably requested by the Purchaser.

If the Issuer shall be unable for any reason to satisfy the conditions of the Purchaser's obligation contained in this Purchase Contract or if the Purchaser's obligation shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and neither the Purchaser nor the Issuer shall have any further obligations or liability hereunder, except that any respective obligations of the Purchaser or the Issuer for payment of Bond Counsel costs and expenses incurred prior to

termination of the Purchase Contract, shall continue in full force and effect.

5. Any notice or other communication to be given to the Issuer under this Purchase Contract may be given by delivering the same in writing to the addresses set forth above and any such notice or other communication to be given to the Purchaser may be given by delivering the same in writing to the Purchaser c/o One South Main Street, 18th Floor, Salt Lake City, Utah 84111-1904.

6. This Purchase Contract is made solely for the benefit of the Issuer and the Purchaser (including their successors or assigns), and no other person, partnership, association or corporation shall acquire or have any right hereunder or by virtue hereof.

7. The approval of the Purchaser when required hereunder or the determination of its satisfaction as to any document referred to herein shall be in writing signed by the undersigned and delivered to you.

8. This Purchase Contract shall be governed by the laws of the State of Idaho applicable to agreements made and to be performed in the State of Idaho; without regard or effect given to conflict of law rules which would require the application of laws of any other jurisdiction. This Purchase Contract may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document.

9. All agreements, covenants and representations and all other statements of the Issuer and the Purchaser and their respective officers set forth in or made pursuant to this Purchase Contract will survive the Closing and the delivery of and payment for the Bonds.

10. If any section, paragraph, clause or provision of this Purchase Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Purchase Contract.

11. Except as otherwise provided in the Bond Resolution, no right or remedy conferred on any party in this Purchase Contract is intended to be exclusive of any other right or remedy. Each such right or remedy is in addition to every other right or remedy provided in any of the Bond documents or by law. No delay or omission of any party to exercise any such right or remedy will impair any such right or remedy or be construed to be a waiver. Every such right or remedy may be exercised from time to time and as often as the relevant party may deem expedient. No waiver by any party of any right or remedy with respect to any Event of Default will extend to or affect any other existing or subsequent Event of Default.

12. The provisions of this Purchase Contract shall survive all other performances hereunder, and shall not be deemed merged in any deed or other instrument or document delivered hereunder.

13. All obligations of the Issuer under the Bond documents and the Bonds will be deemed to be obligations of the Issuer to the full extent permitted by the Constitution and laws of the State. No obligation under any of the Bond documents or the Bonds will be deemed to be an obligation of any present or future officer or employee of the Issuer in his or her individual capacity, and no officer of the Issuer who executes the Bonds will be personally liable on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

14. The Issuer agrees to defend and indemnify the Purchaser or any Registered Owner for any and all fees, costs (including attorney's fees), claims, suits, or demands or the like relating to: (a) the Bonds, the issuance thereof, any subsequent or concurrent challenge thereof (including the statutory period of time following the issuance of the Bonds by which affected parties may challenge this financing); (b) the Project, its completion or inability to be completed as well as any claims, fees, costs, suits or demands relating to environmental claims (including CERCLA) or violations of any federal, state, or local environmental, zoning, or other rules, laws, or regulations relating to the Project; and (c) any taxes payable, receivable, or other tax payments, due or coming due, which may be related to the Project, costs incurred therein, equipment or land procured thereunder, or taxes related to the structure, form, or tax covenants under the Bonds.

15. This offer expires on the date set forth in Appendix A.

Very truly yours,

ZIONS FIRST NATIONAL B ANK

By: _____
Its: _____

ACCEPTED BY:

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

This _____ day of _____, 2013

By: _____
Its: _____

APPENDIX A
DESCRIPTION OF BONDS

a. Purchase Price: $_____.

b. Denomination: Minimum of $100,000 or multiples of $1,000 above $100,000.

c. Form: Fully registered as to principal and interest.

d. Interest Payable: Annually as set forth in the attached Payment Schedule.

e. Maturity Schedule and Interest Rates: Principal of the Bonds shall be payable as set forth on the attached Payment Schedule.

f. Redemptions: (1) The Issuer hereby reserves the right, at its option, to redeem the Bonds, in whole (in the order of maturity selected by the Issuer and by lot within a maturity in such manner as the Issuer shall determine), on any date hereafter, at the redemption price of 100% of the Outstanding (as defined in the Bond Resolution) amount of Bonds, plus accrued interest to the date fixed for redemption.
(2) The Series 2013B Bonds are subject to mandatory redemption as provided in the Bond Resolution.

g. Closing: On or about _____, 2013 or as otherwise agreed to by the parties.

h. Dated Date. Bonds shall be dated _____, 2013.

j. Miscellaneous:
(1) Bond Counsel: Skinner Fawcett LLP
(2) Offer Expires: _____, 2013.
(3) Trustee, Registrar and Paying Agent: Zions First National Bank, Boise, Idaho

Debt Service Schedule			
Date	Principal	Interest	Total P+1

EXHIBIT "D"

FORM OF REQUISITION

[Attached]

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

REVENUE ALLOCATION BONDS, SERIES 2013A and SERIES 2013B

REQUISITION PURSUANT TO BOND RESOLUTION

Zions First National Bank
100 N. 9th Street, Ste 301
Boise, ID 83702
Attn: Corporate Trust Department

The undersigned, who is authorized to make such request under Section 11 of the Bond Resolution, dated as of _____, 2013 Zions First National Bank as Trustee ("Trustee") and the Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency"), hereby requests the Trustee as follows:

1. Requisition Number _____.

2. Payment is due to: _____
_____
_____
_____

3. The amount to be disbursed is: $_____

4. The obligation mentioned above for which payment is requested in this Requisition is due, is a proper charge against the Project Fund and has not been previously paid from said Fund or from the proceeds of the Bonds.

5. All of this requested payment is for costs of issuance of the Bonds or costs of acquisition or construction of the Project which have been incorporated within the Project.

Attachments: _____
_____
_____
_____

DATED: _____

_____
Authorized Representative

Terms used herein shall be as defined in the Bond Resolution.

EXHIBIT "E"

FORM OF NOTICE OF RESOLUTION

[Attached]

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO
NOTICE OF RESOLUTION NO. 2013-1

Public notice is hereby given by the Urban Renewal Agency of the City of Twin Falls, Idaho also known as the Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency"), that on January 14, 2013, the Board of Commissioners of the Agency approved and adopted Resolution No. 2013-1 (the "Resolution").

The Resolution authorizes the issuance of the Agency's Revenue Allocation Bonds, Series 2013 (the "Bonds"), in the aggregate amount of up to $34,533,000.

The Bonds are being issued to pay the costs of a real property acquisition, site development, acquisition, installation and construction of sewer systems, pre-treatment system, water system, related utility extensions, road improvements, and other related facilities and infrastructure improvements all as described in the Urban Renewal Plan, to pay for a reserve fund and to pay costs of issuance of the Bonds and other expenses as provided in the Resolution.

Under the Resolution, the Agency has pledged for the payment of the amount of supplemental interest and interest coming due on each interest payment date and the principal coming due on each annual principal payment date of the Bonds, all tax increment revenues received by the Agency, moneys in the Revenue Allocation Fund, the Project Fund, the Reserve Fund and the Bond Fund, all as defined in the Resolution. Pledged Revenues received by the Agency in excess of Debt Service on the Bonds may be reserved by the Agency for future payments of Debt Service on the Bonds, to redeem Outstanding Bonds, or for any other legal purpose of the Agency.

Neither the City of Twin Falls, the State of Idaho, its Legislature, nor any political subdivision thereof is liable for the payment of the principal of or interest or redemption premium, if any, on the Bonds.

The Resolution and other supporting material is available for public inspection at the offices of the Agency at Twin Falls City Hall, 321 Second Avenue East , Twin Falls, Idaho 83303, Monday through Friday, 8:00 a.m. to 5:00 p.m., telephone (208) 735-7240.

The Resolution became effective upon its passage and approval on January 14, 2013.

In accordance with the provisions of Sections 50-2027 and 50-2911 of the Idaho Code, no direct or collateral action attacking or otherwise questioning the validity of the Bonds may be brought prior to the effective date of the Resolution authorizing such Bonds or after the elapse of thirty (30) days from and after the effective date of the Resolution authorizing such Bonds.

By Order of the Board of Commissioners of the Urban Renewal Agency of the City of Twin Falls, Idaho, dated as of the 14th day of January, 2013.

EXHIBIT "F

PERMITTED INVESTMENTS

Permitted Investments. The term "Permitted Investments" means, to the extent permitted by applicable law:

A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations as to the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by the United States of America.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. U.S. Export-Import Bank (Eximbank)
   Direct obligations or fully guaranteed certificates of beneficial ownership

2. Farmers Home Administration (FmHA)

3. Federal Financing Bank

4. Federal Housing Administration Debentures (FHA)

5. General Services Administration
   Participation Certificates

6. Government National Mortgage Association (GNMA or Ginnie Mae)
   GNMA - guaranteed mortgage-backed bonds
   GNMA - guaranteed pass-through obligations

7. U.S. Maritime Administration
   Guaranteed Title XI financing

8. U.S. Department of Housing and Urban Development (HUD)
   Project Notes
   Local Authority Bonds
   New Communities Debentures - US. government guaranteed debentures
   U.S. Public Housing Notes and Bonds - U.S. government guaranteed public Housing notes and bonds

C. Money market mutual funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and

having a rating by S&P of "AAAm-G"; "AAA-m"; or "AA-m" if rated by Fitch, "AAA", "AA[F]" or "AA", and if rated by Moody's rated "Aaa", "Aal" or "Aa2" or analogous ratings currently used by S&P, Moody's or Fitch including, without limitation any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives fees from funds for services rendered, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee.

D. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the bondholders must have a perfected first security interest in the collateral.

E. Demand deposits, including Certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the Issuer), savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits or bankers acceptance of depository institutions, including the Trustee or any of its affiliates.

F. Commercial paper rated, at the time of purchase, "Prime -1" by Moody's, "F-1" by Fitch and "A-1'' or better by S&P.

G. Bonds or notes issued by any state or municipality which are rated by Moody's, Fitch and S&P in one of the two highest rating categories assigned by such rating agencies.

H. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime - 1" or "A3" or better by Moody's, "A+" or "A" or better by Fitch and "A-1'' or "A" or better by S&P.

I. Repurchase or Reverse Repurchase Agreements ("Repos") for 30 days or less must follow the following criteria. Repos may include those of the Trustee or any of its affiliates

Repos provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buy/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the

dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

1. Repos must be between the municipal entity and a dealer bank or securities firm.

a. Primary dealers on the Federal Reserve reporting dealer list which are rated "A" or better by S&P, "A" or better by Fitch and "A2" or better by Moody's, or

b. Banks rated "A" or better by S&P "A" or better by Fitch and "A2" or better by Moody's.

2. The written Repo must include the following:

a. Securities which are acceptable for transfer are:

(1) Direct obligations of the United States of America referred to in Section A above, or

(2) Obligations of federal agencies referred to in Section B above.

b. The term of the Repos may be up to 30 days.

c. The collateral must be delivered to the Trustee or third party acting as agent for the Trustee is before/simultaneous with payment (perfection by possession of certificated securities).

d. Valuation of Collateral.

(1) the securities must be valued weekly, marked-to-market at current market price accrued interest.

(2) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by the municipal entity, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

3. A legal opinion which must be delivered to the Trustee that states that the Repo meets guidelines under state law for legal investment of public funds.

EXHIBIT "G"

TERMS CERTIFICATE

(Urban Renewal Agency of the City of Twin Falls, Idaho Revenue Allocation Bonds, Series 2013A and Series 2013B)

In connection with a Resolution of the Urban Renewal Agency of the City of Twin Falls, Idaho, also known as the Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency") adopted on January 14, 2013 (the "2013 Resolution") authorizing the issuance and sale of the Agency's Revenue Allocation Bonds, Series 2013A and Series 2013B (the "Bonds"), the undersigned hereby executes and delivers this Terms Certificate (as such term is defined in the 2013 Resolution) specifying certain terms of the Bonds:

Principal amount: $_____

Dated Date: Closing Date

Date of Delivery: Closing Date

Closing Date: _____, 2013, or such other date agreed upon by the Underwriter and the Agency.

Purchaser's fee of $_____.

Purchase Price: $_____

Principal Payment Schedule attached

Initial Interest Rate: _____%

Interest Rate when Series 2013B Bonds No Longer Outstanding;

Sources and Uses of Bond proceeds:

Sources:

Par Amount	$_____
Total	$_____

Uses:

Deposit to Project Fund	$_____
Reserve Fund	$_____
Purchaser's Fee	$_____
Costs of Issuance	$_____
Capitalized Interest	$_____
Total	$_____

Redemption Provisions: _____

Other terms: _____

DATED this ____ day of _____, 2013

URBAN RENEWAL AGENCY OF THE
CITY OF TWIN FALLS, IDAHO

By:_____
Chairman

ZIONS FIRST NATIONAL BANK

By:_____
Authorized Officer

Principal Payment Schedule
(to come)

Twin Falls URA Chobani Project Financing

Bond Assumptions

	Interim Warrant	LID	URA Series A	URA Series B
Par	$28,051,000.00	$32,509,000.00	$32,509,000.00	$2,024,000.00
Rate		5%	5%	5%
Dated	12/17/2012	2/21/2013	2/21/2013	2/21/2013
1st Coupon	2/28/2013	4/1/2014	4/1/2014	4/1/2014
1st Serial	2/28/2013	4/1/2014	4/1/2014	4/1/2014
Final Serial	2/28/2013	4/1/2032	4/1/2032	4/1/2032
COI	$295,000.50	$92,807.50	$92,807.50	
Accrued Interest	$276,614.03			
DSRF		$2,704,450.00	$2,704,450.00	$168,900.00
Cap I Amount		$0.00	$0.00	$0.00
Project Proceeds	$27,755,571.00	$29,435,128.47	$29,435,128.47	$1,855,100.00
IW Accrued Interest		$276,614.03	$276,614.03	

Tax Increment Assumptions

Taxable Value	$450,000,000
Tax Rate	0.016152439
Personal Property	40%
Real Property	60%

Debt Service

Date	LID Special Assessment Bonds	URA TIF Bonds Series A	URA TIF Bonds Series B	Total URA TIF Bonds Series A and B
4/1/2014	$ 2,704,055.56	$ 2,704,055.56	$ 168,444.44	$ 2,872,500.00
4/1/2015	2,703,550.00	2,703,550.00	168,400.00	2,871,950.00
4/1/2016	2,704,400.00	2,704,400.00	167,900.00	2,872,300.00
4/1/2017	2,704,400.00	2,704,400.00	168,250.00	2,872,650.00
4/1/2018	2,704,450.00	2,704,450.00	168,400.00	2,872,850.00
4/1/2019	2,704,400.00	2,704,400.00	168,350.00	2,872,750.00
4/1/2020	2,704,100.00	2,704,100.00	168,100.00	2,872,200.00
4/1/2021	2,704,400.00	2,704,400.00	168,650.00	2,873,050.00
4/1/2022	2,704,100.00	2,704,100.00	167,950.00	2,872,050.00
4/1/2023	2,704,050.00	2,704,050.00	168,050.00	2,872,100.00
4/1/2024	2,704,050.00	2,704,050.00	168,900.00	2,872,950.00
4/1/2025	2,703,900.00	2,703,900.00	168,450.00	2,872,350.00
4/1/2026	2,704,400.00	2,704,400.00	168,750.00	2,873,150.00
4/1/2027	2,704,300.00	2,704,300.00	168,750.00	2,873,050.00
4/1/2028	2,704,400.00	2,704,400.00	168,450.00	2,872,850.00
4/1/2029	2,704,450.00	2,704,450.00	168,850.00	2,873,300.00
4/1/2030	2,704,200.00	2,704,200.00	167,900.00	2,872,100.00
4/1/2031	2,704,400.00	2,704,400.00	168,650.00	2,873,050.00
4/1/2032	2,703,750.00	2,703,750.00	168,000.00	2,871,750.00

Tax Increment Collections

Date	Personal Property	Real Property	Total
1/25/2014	$ 2,907,439	$ 4,361,159	$ 7,268,598
7/25/2014	-	-	-
1/25/2015	1,453,720	2,180,579	3,634,299
7/25/2015	1,453,720	2,180,579	3,634,299
1/25/2016	1,453,720	2,180,579	3,634,299
7/25/2016	1,453,720	2,180,579	3,634,299
1/25/2017	1,453,720	2,180,579	3,634,299
7/25/2017	1,453,720	2,180,579	3,634,299
1/25/2018	1,453,720	2,180,579	3,634,299
7/25/2018	1,453,720	2,180,579	3,634,299
1/25/2019	1,453,720	2,180,579	3,634,299
7/25/2019	1,453,720	2,180,579	3,634,299
1/25/2020	1,453,720	2,180,579	3,634,299
7/25/2020	1,453,720	2,180,579	3,634,299
1/25/2021	1,453,720	2,180,579	3,634,299
7/25/2021	1,453,720	2,180,579	3,634,299
1/25/2022	1,453,720	2,180,579	3,634,299
7/25/2022	1,453,720	2,180,579	3,634,299
1/25/2023	1,453,720	2,180,579	3,634,299
7/25/2023	1,453,720	2,180,579	3,634,299
1/25/2024	1,453,720	2,180,579	3,634,299
7/25/2024	1,453,720	2,180,579	3,634,299
1/25/2025	1,453,720	2,180,579	3,634,299
7/25/2025	1,453,720	2,180,579	3,634,299
1/25/2026	1,453,720	2,180,579	3,634,299
7/25/2026	1,453,720	2,180,579	3,634,299
1/25/2027	1,453,720	2,180,579	3,634,299
7/25/2027	1,453,720	2,180,579	3,634,299
1/25/2028	1,453,720	2,180,579	3,634,299
7/25/2028	1,453,720	2,180,579	3,634,299
1/25/2029	1,453,720	2,180,579	3,634,299
7/25/2029	1,453,720	2,180,579	3,634,299
1/25/2030	1,453,720	2,180,579	3,634,299
7/25/2030	1,453,720	2,180,579	3,634,299
1/25/2031	1,453,720	2,180,579	3,634,299
7/25/2031	1,453,720	2,180,579	3,634,299
1/25/2032	1,453,720	2,180,579	3,634,299
7/25/2032	1,453,720	2,180,579	3,634,299

Twin Falls URA Chobani Cash Flow

	Debt Service		Tax Increment Collections		Excess Tax Increment	
Date	URA Series A	URA Series B	Personal Property	Real Property	Annual	Cumulative
1/25/2014			2,907,439	4,361,159		
4/1/2014	(2,704,056)	(168,444)				
7/25/2014			-	-	4,396,098	4,396,098
1/25/2015			1,453,720	2,180,579		
4/1/2015	(2,703,550)	(168,400)				
7/25/2015			1,453,720	2,180,579	4,396,648	8,792,745
1/25/2016			1,453,720	2,180,579		
4/1/2016	(2,704,400)	(167,900)				
7/25/2016			1,453,720	2,180,579	4,396,298	13,189,043
1/25/2017			1,453,720	2,180,579		
4/1/2017	(2,704,400)	(168,250)				
7/25/2017			1,453,720	2,180,579	4,395,948	17,584,990
1/25/2018			1,453,720	2,180,579		
4/1/2018	(2,704,450)	(168,400)				
7/25/2018			1,453,720	2,180,579	4,395,748	21,980,738
1/25/2019			1,453,720	2,180,579		
4/1/2019	(2,704,400)	(168,350)				
7/25/2019			1,453,720	2,180,579	4,395,848	26,376,585
1/25/2020			1,453,720	2,180,579		
4/1/2020	(2,704,100)	(168,100)				
7/25/2020			1,453,720	2,180,579	4,396,398	30,772,983
1/25/2021			1,453,720	2,180,579		
4/1/2021	(2,704,400)	(168,650)				
7/25/2021			1,453,720	2,180,579	4,395,548	35,168,530
1/25/2022			1,453,720	2,180,579		
4/1/2022	(2,704,100)	(167,950)				
7/25/2022			1,453,720	2,180,579	4,396,548	39,565,078
1/25/2023			1,453,720	2,180,579		
4/1/2023	(2,704,050)	(168,050)				
7/25/2023			1,453,720	2,180,579	4,396,498	43,961,576
1/25/2024			1,453,720	2,180,579		
4/1/2024	(2,704,050)	(168,900)				
7/25/2024			1,453,720	2,180,579	4,395,648	48,357,223
1/25/2025			1,453,720	2,180,579		
4/1/2025	(2,703,900)	(168,450)				
7/25/2025			1,453,720	2,180,579	4,396,248	52,753,471
1/25/2026			1,453,720	2,180,579		
4/1/2026	(2,704,400)	(168,750)				
7/25/2026			1,453,720	2,180,579	4,395,448	57,148,918
1/25/2027			1,453,720	2,180,579		
4/1/2027	(2,704,300)	(168,750)				
7/25/2027			1,453,720	2,180,579	4,395,548	61,544,466
1/25/2028			1,453,720	2,180,579		
4/1/2028	(2,704,400)	(168,450)				
7/25/2028			1,453,720	2,180,579	4,395,748	65,940,213
1/25/2029			1,453,720	2,180,579		
4/1/2029	(2,704,450)	(168,850)				
7/25/2029			1,453,720	2,180,579	4,395,298	70,335,511
1/25/2030			1,453,720	2,180,579		
4/1/2030	(2,704,200)	(167,900)				
7/25/2030			1,453,720	2,180,579	4,396,498	74,732,008
1/25/2031			1,453,720	2,180,579		
4/1/2031	(2,704,400)	(168,650)				
7/25/2031			1,453,720	2,180,579	4,395,548	79,127,556
1/25/2032			1,453,720	2,180,579		
4/1/2032	(2,703,750)	(168,000)				
7/25/2032			1,453,720	2,180,579	4,396,848	83,524,403

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: **January 14, 2013**

To: Urban Renewal Agency of the City of Twin Falls

From: **Melinda Anderson, URA Executive Director**

Request:

Consideration of a request to allow the Chairman to sign the First Amendment to the Nov. 3, 2011 Development Agreement signed by the City, TFURA, and Chobani.

Background:

On November 3, 2011 the City Council, TFURA Board, and Agro-Farma signed a development agreement whereby Chobani would construct a new yogurt plant and the City/TFURA would assist with needed infrastructure, etc.

In Paragraph 18 of the development agreement Chobani agreed to pay any potential shortfall of TIF revenue to cover the annual debt service should their property taxes in any year not be enough to cover the annual debt service. This amendment to Paragraph 18 clarifies that language and also provides a mechanism for TFURA to recover any shortfall that may exist in the future.

Zions Bank, the TIF bond purchaser, has requested this change be made to the Development Agreement prior to the bond closing in February.

Approval Process:

Approval of this amendment needs to occur in open meeting and be approved by a majority of TFURA's board. The City Council will also consider this amendment. The Mayor, TFURA Chairman, and Chobani CEO will sign the amendment once approved by all parties.

Budget Impact:

There is no impact to the budget.

Conclusion:

Staff recommends this amendment be approved.

Attachments:

1. 2011 Development Agreement
2. First Amendment – January 14, 2013

DEVELOPMENT AGREEMENT

(November 3, 2011)

This Agreement is entered into by and between the City of Twin Falls, an Idaho municipal corporation (hereafter "City"), the Urban Renewal Agency of the City of Twin Falls, an independent public body corporate and politic of the State of Idaho (hereafter "URA"), and Agro-Farma Idaho, Inc., an Idaho Corporation (hereafter "Agro-Farma").

Recitals and Background Information

A. Subject to the conditions set forth herein and the performance by the City and URA of their duties and obligations herein, Agro-Farma desires to open and operate a dairy processing facility in Twin Falls, Idaho. The Agro-Farma dairy processing facility, both the initial improvements and possible subsequent expansions, are generally described on Exhibit A (the "A-F Plant").

B. Agro-Farma is in the preliminary stages of design and cost estimations for construction of the A-F Plant. Agro-Farma estimates that the construction costs of the A-F Plant (including equipment) shall be not less than ONE HUNDRED TWENTY-EIGHT MILLION DOLLARS ($128,000,000) and potentially as much as THREE HUNDRED MILLION DOLLARS ($300,000,000) depending on the ultimate design, size and scope of the A-F Plant.

C. The City's public wastewater collection and treatment systems and potable water systems, as well as certain public utility electricity and natural gas services, will require upgrades and improvements in order to serve the A-F Plant.

D. The URA has the legal authority to establish a revenue allocation area, also known as a "tax increment financing district" or a "TIF district", in association with an urban renewal project, and to collect taxes on the increment value (the difference between the current equalized value of all taxable properties within a revenue allocation area and the base assessment value on

the base assessment roll) and use those funds to construct public infrastructure, to acquire real property and prepare it for development, and other matters related to the project all as authorized by law. The A-F Plant will generate revenue allocation proceeds upon the creation by the URA of a revenue allocation area for property where the A-F Plant will be located. The revenue allocation proceeds and the amount of financing the URA could obtain in reliance on the revenue allocation proceeds assuming the cost of the A-F Plant is ONE HUNDRED TWENTY-EIGHT MILLION DOLLARS ($128,000,000) is set forth in Exhibit B attached hereto and incorporated herein. The exact amount of revenue allocation proceeds and the amount of URA financing shall be in great part dependent on the size, scope and ultimate cost of the A-F Plant. The URA desires to carry out its duties and responsibilities under this Agreement in furtherance of and to effectuate its Urban Renewal Plan.

E. The location of the A-F Plant will require the acquisition of real property and development of public and private infrastructure to support the construction, operation, and possible expansion of the A-F Plant. The URA has located parcels of real property, within an urban renewal area, but which are outside existing revenue allocation areas, that are large enough to serve the stated needs of Agro-Farma, but which will require some site development and additional public infrastructure in order to serve the A-F Plant. The property identified for the A-F Plant contains approximately one hundred ninety (190) acres which are graphically shown and legally described on Exhibit C (the "Site").

F. Based on current estimates, it will take twenty (20) years for the URA to collect enough tax increment funds to repay the loan required for the costs of the site, site development, public infrastructure, and other items needed for the A-F Plant as contemplated in this Agreement. The URA expects to receive a commitment from a national bank that it can borrow sufficient funds (the "URA Financing"), secured by the anticipated tax increment funds, to pay project costs of approximately SEVENTEEN MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($17,340,000) at a minimum assuming the total investment by Agro-Farma for the construction and equipping of the A-F Plant is not less than ONE HUNDRED TWENTY-EIGHT MILLION DOLLARS ($128,000,000) and up to FORTY SEVEN MILLION NINE HUNDRED FIVE THOUSAND DOLLARS ($47,905,000) assuming that the total investment

by Agro-Farma for the construction and equipping of the A-F Plant is THREE HUNDRED MILLION DOLLARS ($300,000,000). This loan from a national bank must be first approved through judicial confirmation before distribution of funds.

NOW, THEREFORE, the parties hereto agree as follows:

City agrees, subject to the full, faithful, and timely performance by Agro-Farma of its duties and obligations herein, as follows:

1. City shall improve its wastewater collection system and treatment systems as follows and in strict accordance with the timeline commitment attached hereto as Exhibit D (the "Timeline Commitment"):

   a. Complete a sewer trunk line to serve the Property to support flow requirements of one million five hundred thousand gallons per day (1.5 MGD).

   b. Complete a public pre-treatment wastewater treatment system ("Pre-Treatment Plant") on the Site to accommodate one million gallons per day discharge (1.0 MGD) in compliance with the Industrial Wastewater Discharge Permit, included as part of Exhibit E (the "Wastewater Permit").

   c. Complete improvements to the City's existing Waste Water Treatment Plant ("WWTP") to increase capacity to accommodate the 1.5 MGD in compliance with the Wastewater Permit.

2. City shall provide wastewater services to Agro-Farma and the A-F Plant pursuant to a Wastewater Discharge Agreement, substantially in the form of that attached hereto as a part of Exhibit E. The City acknowledges that the standards and requirements of the Wastewater Permit (as attached) may be more restrictive than will ultimately be required after the design process for the A-F Plant and pre-treatment processes are completed. The City agrees to re-evaluate the standards and requirements of the Wastewater Permit once the final pre-treatment processes are

finalized. Pursuant to this agreement, the wastewater fees charged by the City shall be TWO DOLLARS AND EIGHTY-FOUR CENTS ($2.84) per thousand (1,000) gallons of waste water at a maximum concentration of six thousand (6,000) COD (Chemical Oxygen Demand) and one thousand six hundred (1,600) mg/l (Milligrams per Liter) TSS (Total Suspended Solids) for a period of ten (10) years beginning on the first day of full operations of the A-F Plant. The fees charged consist of the cost of operations of the Pre-Treatment Plant, and the cost of collecting and treating the pretreated wastewater flows, and debt repayment back to the general fund, as calculated and shown on Exhibit E. In addition, in consideration of the funding of the expansion of the City's WWTP as contemplated by this agreement, the City agrees that City shall reserve and at all times have available, at no additional cost to Agro-Farma or the A-F Plant, sufficient capacity in its wastewater plant and collection system to accommodate 1.5 MGD A-F Plant needs, all in compliance with the Wastewater Permit and in compliance with all State and Federal regulatory requirements.

3. City shall improve its potable water system to support water delivery capacity to the Site and the A-F Plant to one million gallons per day (1.0 MGD) in strict accordance with the Timeline Commitment. Current capacity is 580,000 gallons per day. City shall also install all meters and other City owned improvements required to deliver potable water to the Site in accordance with the Timeline Commitment. City agrees that Agro-Farma and the A-F Plant shall pay those water rates in effect at the time of billing. An illustration of potential rate charges is described on Exhibit F. City shall provide potable water to the A-F Plant that meets the quality and characteristics standards set forth on Exhibit G ("Water Standards"). City agrees to use its best efforts to operate and maintain the potable water system in a good and proper manner and in such a way to allow the City to meet the Water Standards. The City agrees that City shall reserve and at all times have available, at no additional cost to Agro-Farma or the A-F Plant, the one million gallons per (1.0 MGD) capacity in its potable water system to accommodate the A-F Plant needs. City represents that it has and will maintain a public water supply system with the design capacity for the A-F Plant as required by the International Fire Code.

4. The foregoing commitments by the City are based on the assumption that the URA Financing to be obtained by the URA is only $17,340,000. In the event that the URA Financing

exceeds the $17,340,000 and additional funds are made available to the City by the URA, then the City shall complete such additional public improvements as can be completed. Such additional and other public improvements could include the following, all as designated and prioritized by Agro-Farma as described below:

a. Additional capacity to the sewer trunk line to serve the Site and the A-F Plant over and above the flow requirement of one million five hundred thousand gallons per day (1.5 MGD) set forth above, it being understood that this decision must be made immediately following the execution of this agreement in order to meet the Timeline Commitment.

b. Additional capacity to the City's WWTP over and above the increase capacity of 1.5 MGD set forth above.

c. A public whey digester treatment system ("Whey Digester") on the Site.

d. Additional improvements to public roadways.

e. Such other and further eligible improvements and expenditures as are allowed by applicable law and designated by Agro-Farma.

5. City shall apply for Idaho Community Development Block Grants ("ICDBG") to contribute toward the costs for Idaho Power Company and Intermountain Gas Company to construct any needed improvements to their respective utility facilities to accommodate the initial phase of the A-F Plant (as described on Exhibit A), including electricity transmission lines by Idaho Power Company and gas transmission lines by Intermountain Gas Company and other facilities and improvements to meet the electricity and natural gas needs of the A-F Plant, in strict accordance with the Timeline Commitment. City shall also cooperate with and assist Agro-Farma with the negotiation of any necessary or appropriate services agreements and other agreements with the utilities.

6. City shall waive any and all impact fees associated with the approval, construction and\or operation of the initial phase of the A-F Plant.

7. City shall waive any and all application and building permit fees and similar fees and charges, including, but not limited to, those associated with water and sewer taps, lateral relocation approvals, industrial user permits, and sign permits, in connection with the approval, construction, inspection, and\or operation of the initial phase of the A-F Plant.

8. City shall waive any and all wastewater system capacity fees and other or similar fees and charges in connection with connection of the A-F Plant to the wastewater system for the initial phase of the project.

9. City shall cooperate with and assist URA and\or Agro-Farma in applying for and obtaining all permits and approvals required for the construction and operation of the A-F Plant and shall, to the extent permitted by law, expedite and fast track all such permits, inspections, and approvals, including but not limited to, issuing building permits in segments and phases, giving A-F Plant permit approvals and inspections queue priority, expedited plan reviews and approvals, single point of contact via City's Development Director, and coordination services between City departments and between City and other regulatory agencies. City shall assist Agro-Farma in obtaining and expediting any and all approvals and inspections required by the State of Idaho and Twin Falls County for the construction and operation of the A-F Plant.

10. City shall submit all required applications to secure two (2) ICDBG grants of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each, totaling ONE MILLION DOLLARS ($1,000,000) for the required power line extension to serve the A-F Plant and\or for other infrastructure costs described herein or other appropriate costs and expenses eligible for ICDBG grants. City will diligently pursue approval of such grants. In addition, the Idaho Department of Commerce Director's Fund has committed FIFTY THOUSAND DOLLARS ($50,000) for the project and City will diligently pursue obtaining these funds.

11. City shall work with the Business Plus, Inc. Program to secure a ONE HUNDRED FIFTY THOUSAND DOLLAR ($150,000) grant to be used for the project costs described herein.

12. City agrees to cooperate with and involve Agro-Farma to the extent practical in light of the Timeline Commitment in the development and review of the plans and specifications for all public infrastructure improvements to be constructed by the City, as set forth above. The City agrees that the plans and specifications for the Pre-Treatment Plant and the Whey Digester shall be pre-approved in writing by Agro-Farma to insure that such improvements meet the needs and requirements of the A-F Plant. If Agro-Farma requests changes to plans and specifications as a part of the pre-approval process that are above and beyond commercially reasonable plans and specifications for similarly sized pre-treatment plants or whey digesters, as applicable, then the City shall notify Agro-Farma the cost of such changes, and Agro-Farma may elect to require such changes if Agro-Farma pays in advance the costs of such changes, if any, in excess of any remaining URA Financing funds. Time waiting pre-approval and pre-payment of any such changes requested by Agro-Farm shall be added to the Timeline Commitment for completion of the facilities. City and Agro-Farma shall cooperate and work together in good faith to arrive at agreement on all plans and specifications in order to meet the Timeline Commitment.

13. The City's commitments to complete infrastructure improvements described herein are dependent, in part, upon funding from the URA, as shown on the "Deal Sheet" attached hereto as Exhibit H, or from other sources. To the extent that funding is not received from the URA or other sources, the City's obligations to complete infrastructure improvements described herein, shall be null and void unless the City and Agro-Farma modify the scope of the infrastructure improvements, as designated and prioritized by Agro-Farma, to coincide with the City's financial commitment as shown on Exhibit H. The City, URA and Agro-Farma shall cooperate and work with each other diligently and in good faith to secure the URA funding and URA Financing.

URA agrees, subject to the full, faithful, and timely performance by Agro-Farma of its duties and obligations herein, as follows:

14. URA shall approve a new urban renewal project and revenue allocation area for the Site and the A-F Plant in accordance with the Urban Renewal Plan to allow for collection of tax increment funds to be used for costs and expenses in support of the A-F Plant as described herein. URA shall proceed as quickly as is legally possible to create the new urban renewal project and form the revenue allocation area.

15. URA is dependent upon tax increment funds generated by Agro-Farma's improvements in order to generate the revenue relied upon to secure the URA Financing. URA shall apply for the URA Financing for the maximum amount possible based on the anticipated tax increment funds from the A-F Plant and Site, as determined by the parties in cooperation with each other and with the financing entity, and shall petition, as soon as reasonably practical, for judicial confirmation of the URA Financing, so that the URA Financing funds can be released to finance the URA's financial commitments. Agro-Farma and URA shall cooperate and work together to determine the total investment to be made by Agro-Farma for the A-F Plant, the tax increment funds to be generated by the A-F Plant, and the maximum amount of the URA Financing. If the URA Financing or other financing does not occur due to no fault of URA or City, all of the URA's financial obligations, other than repayment of the interim loan(s) from AF, contained herein shall be null and void.

16. URA shall provide a minimum of SEVENTEEN MILLION THREE HUNDRED FORTY THOUSAND DOLLARS ($17,340,000), to support this project. The Deal Sheet (attached hereto as Exhibit H) summarizes how the $17,340,000 shall be expended on property acquisition, site development, pretreatment facilities, sewer trunk line improvements, water line improvements, power and gas line extensions, all referred to herein, as well as other expenses related to the project. All public works projects shall be publicly bid, as required by the Idaho Procurement of Public Works Construction statute, and be awarded to the lowest responsible bidder. The total of the URA's SEVENTEEN MILLION THREE HUNDRED FORTY

THOUSAND DOLLARS ($17,340,000) investment in this project shall be expended for the following items:

a. URA shall acquire the Site on or before December 31, 2011, and on a date designated by Agro-Farma after the satisfaction of the site preparation activities set forth below, shall sell the Site to Agro-Farma for a purchase price of FOUR THOUSAND DOLLARS ($4,000) per acre. URA shall convey the Site to Agro-Farma by warranty deed free and clear of all monetary liens, claims and encumbrances and free of all other liens, claims and encumbrances other than those approved by Agro-Farma in its reasonable discretion which would not interfere with the financing, construction or operation of the A-F Plant. URA shall provide Agro-Farma with an ALTA Extended coverage policy in the amount of the purchase price of the Site paid by Agro-Farma. Prior to sale of the Site to Agro-Farma, URA shall complete the following site preparation activities, all in a form and substance acceptable to Agro-Farma:

i. URA shall obtain all permits and approvals required from the State of Idaho Department of Transportation, City of Twin Falls, or other jurisdictions for access, approaches, and driveways to the Site.

ii. URA shall obtain all permits and approvals required to relocate all canals, ditches and other irrigation facilities and all utilities on the Site.

iii. URA shall have a Phase I Environmental Site Assessment completed for the Site and such further environmental assessments, tests and studies if suggested by the Phase I Environmental Site Assessment.

iv. URA shall obtain and deliver to Agro-Farma an ALTA survey of the Site that is certified to Agro-Farma.

v. URA shall obtain all zoning changes, conditional use permits, variances and exceptions, and similar permits and approvals from the City of Twin Falls that are required to construct and operate the A-F Plant.

In the event that Agro-Farma determines, in its sole and reasonable discretion, that the Site is not for any reason, including environmental contamination, title issues, or other reason, suitable for the A-F Plant, then, Agro-Farma shall not be obligated to purchase the Site and this agreement shall be terminated. Agro-Farm shall notify URA of this determination prior to the URA's closing date for purchase of any of the parcels.

URA agrees that a portion of the Site, approximately two (2) acres, is known to have been used for the disposal of building materials (the "2 Acres"). URA shall, at the election of Agro-Farma, retain title to the 2 Acres.

b. URA shall contribute TWO MILLION FIVE HUNDRED THOUSAND DOLLARS ($2,500,000) toward completion of a 1.0 MGD capacity water line to serve the southeast industrial area, including the Site.

c. URA shall contribute FOUR MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS ($4,650,000) toward improvement of the City's public wastewater treatment system for construction of 1.0 MGD capacity pretreatment facility near the A-F Plant.

d. URA shall contribute THREE MILLION DOLLARS ($3,000,000) toward improvements to the WWTP to add 1.5 MGD capacity, in order to handle the additional load created by Agro-Farma's full wastewater load.

e. URA shall contribute TWO MILLION DOLLARS ($2,000,000) toward completion of a sewer trunk line of 1.5 MGD capacity, which will provide improved wastewater collection in the easterly portions of the City, including the Site.

f. URA shall contribute TWO HUNDRED THOUSAND DOLLARS ($200,000), toward extension of power to the Site.

g. URA shall contribute any unused or unallocated portion of the URA Financing for eligible project costs as designated and prioritized by Agro-Farma.

h. URA shall advance the costs related to selection and assembly of real estate parcels required for the Site, including, but not limited to, environmental assessments, ALTA surveys, etc. These costs shall be reimbursed to the URA from the URA Financing.

17. URA shall contribute additional amounts for the costs and expenses of the following, as designated and prioritized by Agro-Farma, if the amount of URA Financing exceeds the $17,340,000 referenced above:

a. Additional capacity to the sewer trunk line to serve the Site and the A-F Plant over and above the flow requirement of one million five hundred thousand gallons per day (1.5 MGD) set forth above.

b. Additional capacity to the City's WWTP over and above the increased capacity of one million five hundred thousand gallons per day 1.5 MGD as set forth above.

c. A City owned Whey Digester on the Site.

d. Improvements to existing and new public roads and rights of way.

e. Additional pre-development improvements to the Site, including, but not limited to, environmental remediation, irrigation works relocation, and other pre-development improvements.

f. Such other and further eligible improvements and expenditures as are allowed by

applicable law and designated by Agro-Farma.

Agro-Farma agrees, subject to the full, faithful, and timely performance by the City and URA of their duties and obligations herein, as follows:

18. Agro-Farma acknowledges that URA anticipates receiving revenue allocations from taxes paid by Agro-Farma on the A-F Plant as shown on the "Anticipated Revenue Allocation Schedule" attached hereto as Exhibit B. In connection with the URA Financing, URA requires receipt of the "Required Revenue Allocation" as shown on Exhibit B. In the event that the assessed value of the A-F Plant shall in any year fail to result in distributions to URA of the Required Revenue Allocations for the URA Financing, Agro-Farma (or the then owner of the A-F Plant) shall pay URA an amount equal to the difference between the Required Revenue Allocation for such year and the amount of revenue allocation actually distributed to URA for such year. Agro-Farma agrees to make the Required Revenue Allocation to support the maximum URA Financing. The City and URA will work in cooperation with Agro-Farma and the entity financing the project to determine the maximum URA Financing.

19. Subject to the Site not containing any hazardous material or other contamination and otherwise being suitable, in Agro-Farma's reasonable judgment, for the A-F Plant, Agro-Farma shall purchase the Site from the URA for a purchase price of FOUR THOUSAND DOLLARS ($4,000) per acre. Agro-Farma may elect not to acquire the 2 Acres. Agro-Farma agrees if Agro-Farma elects to sell any portion of the Site that the URA shall have a right of first refusal to purchase, except as set forth below, any portion of the Site placed on the market for sale by Agro-Farma for the original $4,000 per acre sale price; provided, however, this first right of refusal shall not apply to (i) any sale to a subsidiary, affiliate, or parent company of Agro-Farma for a use compatible with, or complimentary or related to, the A-F Plant; (ii) to any sale to an unrelated third party dairy products processor or manufacturer for purposes of establishing a dairy products processing or manufacturing plant; or (iii) to any third party for uses compatible with, or complimentary or related to, the A-F Plant and/or its products or by-products.

20. Agro-Farma shall construct the initial phase of the A-F Plant. Agro-Farma will invest not less than ONE HUNDRED TWENTY-EIGHT MILLION DOLLARS ($128,000,000) (for land, building and equipment) and potentially as much as THREE HUNDRED MILLION DOLLARS ($300,000,000), depending on the ultimate design, size and scope of the A-F Plant. Agro-Farma estimates, based on employment required at its current facilities comparable to the initial phase of the A-F Plant, that it will employ approximately four hundred (400) employees at the A-F Plant. If Agro-Farma proceeds to build-out of the A-F Plant beyond the initial phase, employment may increase significantly. Agro-Farma will provide more precise estimates of total employees once the final design and operational plans of the A-F Plant are completed. City and URA both understand that–the anticipated employment expectations are estimates only and subject to many factors including, without limitation, plant production volumes, operational plans, economic and market conditions, and automation.

21. Agro-Farma understands that URA will not have tax increment funds from the project until the facility is constructed and taxes are paid and distributed to the URA. Agro-Farma shall promptly pay all property taxes when due. In addition, the bank funding the URA Financing may not distribute loan funds until approval of the URA Financing through judicial confirmation. Agro-Farma agrees, subject to the URA and Agro-Farma mutually agreeing on amount, re-payment terms, security, including a security interest in the Site and pledges and/or a security interest in the tax increment revenues generated from the Site, and other specific terms and conditions, to provide interim financing to the URA as needed to comply with Agro-Farma's schedule, which loan shall be repaid in full to Agro-Farma upon URA's receipt of the URA Financing. Agro-Farma understands and agrees that, absent interim financing, the timelines in Exhibit D may not be met, and the City and URA will be relieved of compliance with those timelines.

Additional Terms:

22. Agro-Farma shall have the right to purchase from the City the Pre-Treatment Plant at any time within ten (10) years of the date of the beginning of operation of the A-F Plant. The purchase price shall be TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS

($2,750,000) less that portion of the wastewater fees paid and applied to reduction of the City's cost of constructing the Pre-Treatment Plant as generally shown on Exhibit E. Agro-Farma shall also have the right to purchase from the City the Whey Digester within the ten (10) year period on the terms to be agreed upon by the City and Agro-Farma.

23. If Agro-Farma exercises its option to purchase the Pre-Treatment Plant, the wastewater fee per one thousand (1,000) gallons of waste shall be reduced from TWO DOLLARS AND EIGHTY-FOUR CENTS ($2.84), as set forth in the Wastewater Discharge Agreement for City Owned/Operated Pretreatment, to a rate not to exceed TWO DOLLARS AND SIX CENTS ($2.06) (or such lower rate as the City and Agro-Farma might negotiate at that time based on the then operating costs of the City's waste water system) as set forth in the Wastewater Discharge Agreement for Privately Owned/Operated Pretreatment attached hereto as a portion of Exhibit E.

24. The Pre-Treatment Plant and Whey Digester (if constructed as part of this project, depending upon funds available) shall be constructed by the City on the Site. These facilities shall be located on a permanent easement pursuant to a recorded "Easement Agreement". The Easement Agreement shall be in a form reasonably satisfactory to Agro-Farma or the owner of the A-F Plant, and shall provide that the facilities be constructed and operated in a commercially reasonable manner and shall address such additional issues as access, confidentiality, insurance and indemnifications, and operational criteria.

25. Agro-Farma understands that the City and URA are political subdivisions of the State of Idaho, and are subject to all state laws governing their activities, including the Public Meeting Law, which requires all final decisions to be approved at public meetings, with notice and agenda posting requirements. Authorization for the Mayor of the City and Chairman of the URA to execute this agreement shall be obtained at a public meeting. City and URA will schedule a joint special meeting as quickly as is legally permissible in order to authorize execution of this Agreement.

26. The Parties each agree that the duties and obligations as described in this Agreement shall be completed in a timely manner to allow for strict compliance with the Timeline Commitment.

Miscellaneous Provisions

27. **Amendments, Waivers and Termination of Agreement.** No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the parties.

28. **Entire Agreement.** This Agreement and the other agreements referenced herein, as well as any other executed written agreements between the parties, set forth the entire understanding and agreement of the parties.

29. **Incorporation of Recitals and Exhibits.** The recitals to this Agreement, and all exhibits referred to in this Agreement are incorporated herein by such reference and made a part of this Agreement.

30. **Severability.** If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction.

31. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

32. **Third Party Beneficiaries.** This Agreement shall not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

33. **Governing Law.** This Agreement shall be governed by the laws by the State of Idaho.

34. **Authority and Binding Obligation.** (i) The parties hereto have full power and authority to execute and deliver this Agreement and to perform all of their respective obligations arising under this Agreement, and (ii) the execution and delivery by the signers hereto of this Agreement on behalf of the parties hereto has been duly and validly authorized by all necessary action by each party.

35. **Dispute Resolution and Remedies.** In the event that a dispute arises between the parties regarding the application or interpretation of any provision of this Agreement, the aggrieved party shall provide written notice of such dispute to the other parties to this Agreement. The parties shall in good faith use commercially reasonable efforts to resolve such dispute. If the parties shall have failed to resolve the dispute to the satisfaction of all parties within ten (10) days after delivery of such notice, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation or other process of structured negotiation under the auspices of a nationally or regionally recognized organization providing such services in the Idaho, or otherwise as the parties may mutually agree before resorting to litigation. Should the parties be unable to resolve the dispute to their mutual satisfaction within thirty (30) days after such completion of mediation or other process of structured negotiation, then each party shall have the right to pursue any rights or remedies it may have at law or in equity.

36. **Notices.** Formal notices, demands, and communications between the parties shall be sufficiently given if dispatched by registered or certified mail, postage prepaid, return receipt requested, or faxed (with a confirming telephone call) to the principal offices of the parties as set forth below. Such written notices, demands, and communications may be sent in the same manner to such other addresses as either party may from time to time designate in writing.

If to City:

Attn: Don Hall, Mayor
City of Twin Falls
PO Box 1907
321 2nd Avenue East
Twin Falls, Idaho 83303-1907
Facsimile No.: (208) 736-2296

With a copy to:

Travis Rothweiler, City Manager
City of Twin Falls
PO Box 1907
321 2nd Avenue East
Twin Falls, Idaho 83303-1907
Facsimile No.: (208) 736-2296

Fritz Wonderlich, City Attorney
Wonderlich & Wakefield
P.O. Box 1812
321 2nd Avenue East
Twin Falls, ID 83303-1812
Facsimile No.: (888) 789-0935

If to URA:

Attn: Melinda Anderson , Director
City of Twin Falls
PO Box 1907
321 2nd Avenue East
Twin Falls, Idaho 83303-1907
Facsimile No.: (208) 736-2296

If to Agro-Farma:

Attn: James R. McConeghy, Interim CFO
Agro Farma, Inc.
147 State Highway 320
Norwich, NY 13815
Facsimile No.: (607) 847-8847

With a copy to:

Beth Wilkens, Partner
Harris Beach PLLC
99 Garnsey Road
Pittsford, NY 14534
Facsimile No.: (585) 419-8818

L. Edward Miller, Managing Partner
Givens Pursley LLP
PO Box 2720
601 W. Bannock Street
Boise, ID 83702
Facsimile No.: (208) 388-1300

37. **Counterparts.** This agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

38. **Further Acts.** The parties hereto agree to take such further acts and execute such further documents and instruments as may be reasonably required to consummate the transactions set forth herein, including definitive agreements for: the purchase of the Site by Agro-Farma from the URA, the Easement Agreement, the potential purchase by Agro-Farma of the Whey Digester and Pre-Treatment Plant, and the interim loan from Agro-Farm to the URA.

39. **Attorneys' Fees.** Except as otherwise provided herein, should any party employ an attorney or attorneys to enforce any of the provisions hereof or to protect its interest in any manner arising under this Agreement, or to recover damages for the breach of this Agreement, the non-prevailing party shall pay to the prevailing party all reasonable costs, damages and expenses, including attorneys' fees, expended or incurred in connection therewith.

DATED, this 3rd day of November, 2011.

Don Hall, Mayor
City of Twin Falls

Gary Garnand, Chair
Urban Renewal Agency

Hamdi Ulukaya, President/CEO
Agro-Farma Idaho, Inc.

DEVELOPMENT AGREEMENT – FIRST AMENDMENT

This Development Agreement – First Amendment ("First Amendment") is entered into by and between the City of Twin Falls, an Idaho municipal corporation (hereafter "City"), the Urban Renewal Agency of the City of Twin Falls, an independent public body corporate and politic of the State of Idaho (hereafter "URA"), and Chobani Idaho, Inc., formerly known as Agro-Farma Idaho, Inc, an Idaho Corporation (hereafter "Chobani").

Recitals and Background Information

The parties entered into that certain Development Agreement dated November 3, 2011 ("Original Agreement"). The parties desire to update and amend paragraph 18 of the Original Agreement in order to accommodate certain bond financings being obtained by the City and URA.

These Recitals and Background Information are an integral part of this Agreement and incorporated into this Agreement.

NOW, THEREFORE, the parties hereto agree as set forth in the Recitals and Background above and as follows:

Paragraph 18 of the Original Agreement is amended to read as follows:

18. Chobani acknowledges that URA anticipates receiving revenue allocations from taxes paid by Chobani on the A-F Plant as shown on the "Estimated URA Financing and Required Revenue Allocation" attached hereto as Exhibit B. In connection with the URA Financing, URA requires receipt of the "Required Revenue Allocation" as shown on Exhibit B. In the event that the assessed value of the Chobani Plant shall in any year fail to result in distributions to URA of the Required Revenue Allocations for the URA Financing, Chobani (or the then owner of the Chobani Plant) shall pay URA an amount equal to the difference between the Required Revenue

Allocation for such year and the amount of revenue allocation actually distributed to URA for such year. Chobani agrees to pay property taxes as and when due, at its option, (i) 50% of taxes due on December 20th and the remaining 50% on the following June 20th; or (ii) 100% on December 20th. If the assessed value of the Chobani Plant is not sufficient such that the URA has not received the Required Revenue Allocation by January 27 in any year and there are not sufficient funds in the Revenue Allocation Fund held by the Trustee for the URA bond financing to cover the difference, the URA shall so notify Chobani, the City, Zion's First National Bank as the Trustee for the URA Financing and Zions First National Bank as purchaser of the URA bonds in the URA financing, and shall indicate the amount needed (the "Differential") to equal the Required Revenue Allocation. Chobani agrees to pay the Differential to the said Trustee within ten (10) business days of the said notice given by the URA. The City, URA, Zion's First National Bank and Chobani have agreed on the URA Financing described on Exhibit B.

DATED, this __ day of January, 2013.

_____
Greg Lanting, Mayor
City of Twin Falls

_____
Gary Garnand, Chair
Urban Renewal Agency

_____
James McConeghy, CFO
Chobani Idaho, Inc.

EXHIBIT B: ESTIMATED URA FINANCING AND REQUIRED REVENUE ALLOCATION

EXHIBIT B

ESTIMATED URA FINANCING AND REQUIRED REVENUE ALLOCATION

URA Tax Increment Financing

Series A Bonds $32,509,000

Series B Bonds $ 2,024,000

Total $34,533,000

Debt Service and Required Revenue Allocation

Due Date	URA Series 2013A	URA Series 2013B	Required Revenue Allocation
4/1/2014	$ 2,704,055.56	$ 168,444.44	$ 2,872,500.00
4/1/2015	2,703,550.00	168,400.00	2,871,950.00
4/1/2016	2,704,400.00	167,900.00	2,872,300.00
4/1/2017	2,704,400.00	168,250.00	2,872,650.00
4/1/2018	2,704,450.00	168,400.00	2,872,850.00
4/1/2019	2,704,400.00	168,350.00	2,872,750.00
4/1/2020	2,704,100.00	168,100.00	2,872,200.00
4/1/2021	2,704,400.00	168,650.00	2,873,050.00
4/1/2022	2,704,100.00	167,950.00	2,872,050.00
4/1/2023	2,704,050.00	168,050.00	2,872,100.00
4/1/2024	2,704,050.00	168,900.00	2,872,950.00
4/1/2025	2,703,900.00	168,450.00	2,872,350.00
4/1/2026	2,704,400.00	168,750.00	2,873,150.00
4/1/2027	2,704,300.00	168,750.00	2,873,050.00
4/1/2028	2,704,400.00	168,450.00	2,872,850.00
4/1/2029	2,704,450.00	168,850.00	2,873,300.00
4/1/2030	2,704,200.00	167,900.00	2,872,100.00
4/1/2031	2,704,400.00	168,650.00	2,873,050.00
4/1/2032	2,703,750.00	168,000.00	2,871,750.00
Total	$ 51,379,755.56	$ 3,199,194.44	$ 54,578,950.00

THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: **January 14, 2013**

To: Urban Renewal Agency of the City of Twin Falls

From: **Melinda Anderson, URA Executive Director**

Request:

Consideration of a request to approve a parking agreement with the City of Twin Falls.

Background:

This past year the City changed its downtown parking management system and asked TFURA to formalize an informal parking arrangement that has been in existence since 2000.

In 2000, TFURA signed a 10-year ground lease with the U.S. Veterans Affairs Department so they could build a clinic in downtown Twin Falls. This clinic is located at 260 2nd Ave E., catty corner from City Hall. Part of that lease agreement included TFURA guaranteeing up to 26 parking spaces for use by the VA's clients and employees. TFURA owns the land the clinic is located on and the City owns the land behind the clinic.

That lease was extended in 2010 for an additional 10 years with the only lease change being the VA would pay $1,333 per month instead of $1 per year.

There are 3 parking spaces in front of the clinic and 9 spaces directly behind the clinic building. These are client parking spaces. VA employees have been parking in the 'blue' parking lot adjacent to the clinic and on the street. The City allowed VA employees to use the parking lot without a lease until recently.

Additionally, TFURA owns the parking lot behind the former Rogerson Hotel and had provided that to the City for it to use in its downtown parking system. There are 7 parking spaces there. This parking agreement proposes that TFURA allow the City to continue using those spaces in return for 7 parking passes in the blue parking lot. The City would also agree to allowing the VA to use the 9 parking spaces immediately behind the clinic as long as TFURA has a lease with the VA.

That leaves 7 needed parking spaces for VA employees. TFURA would purchase 7 parking passes per year at a cost of $200/space/year = $1400 and provide those to the VA. TFURA could purchase additional passes if needed.

Approval Process:

This agreement would need to be considered in an open meeting with a majority of the board members voting in favor of it. Once the board members approve this agreement, staff will take the same agreement to the City Council for their consideration. The agreement would be in effect once both groups approve the agreement.

Budget Impact:

The VA lease revenue received by TFURA is $15,996 per year and the parking pass payments would be $1,400 per year. The revenue covers the parking pass cost and TFURA bears no other costs for owning this property.

Conclusion:

Staff recommends this parking agreement be approved

Attachments:

1. Parking Agreement
2. Map

PARKING AGREEMENT

This Agreement is entered into this __ day of _____, 2013, by and between the City of Twin Falls, Idaho ("City"), and the Urban Renewal Agency of the City of Twin Falls, Idaho ("URA").

WHEREAS, URA owns certain real property immediately adjacent to property owned by the City and currently used by the City for accommodation of seven public parking spaces; and,

WHEREAS, URA has entered into a lease agreement with another party (VA), which includes a requirement of provision of parking spaces; and,

WHEREAS, URA owns additional real property currently used for parking, but managed by the City.

NOW, THEREFORE, The parties hereto agree as follows:

1. URA agrees to permit the City to use the parking spaces (in the "Purple Lot" behind the old Rogerson Hotel) for its public parking program, in exchange for the spaces and parking passes provided by the City to URA, as set forth below.
2. City agrees to permit the URA to use the parking spaces in the public parking lot (nine spaces) immediately adjacent to the VA Clinic, for as long as URA leases its property to the VA for a clinic.
3. City agrees to provide URA with seven (7) parking passes, so long as URA leases its property to the VA for a clinic.
4. URA may purchase additional parking passes as available and as needed, in exchange for the fees established by the City Council for public parking passes.

_____
Greg Lanting, Mayor
City of Twin Falls

_____
Gary Garnand, Chair
Urban Renewal Agency

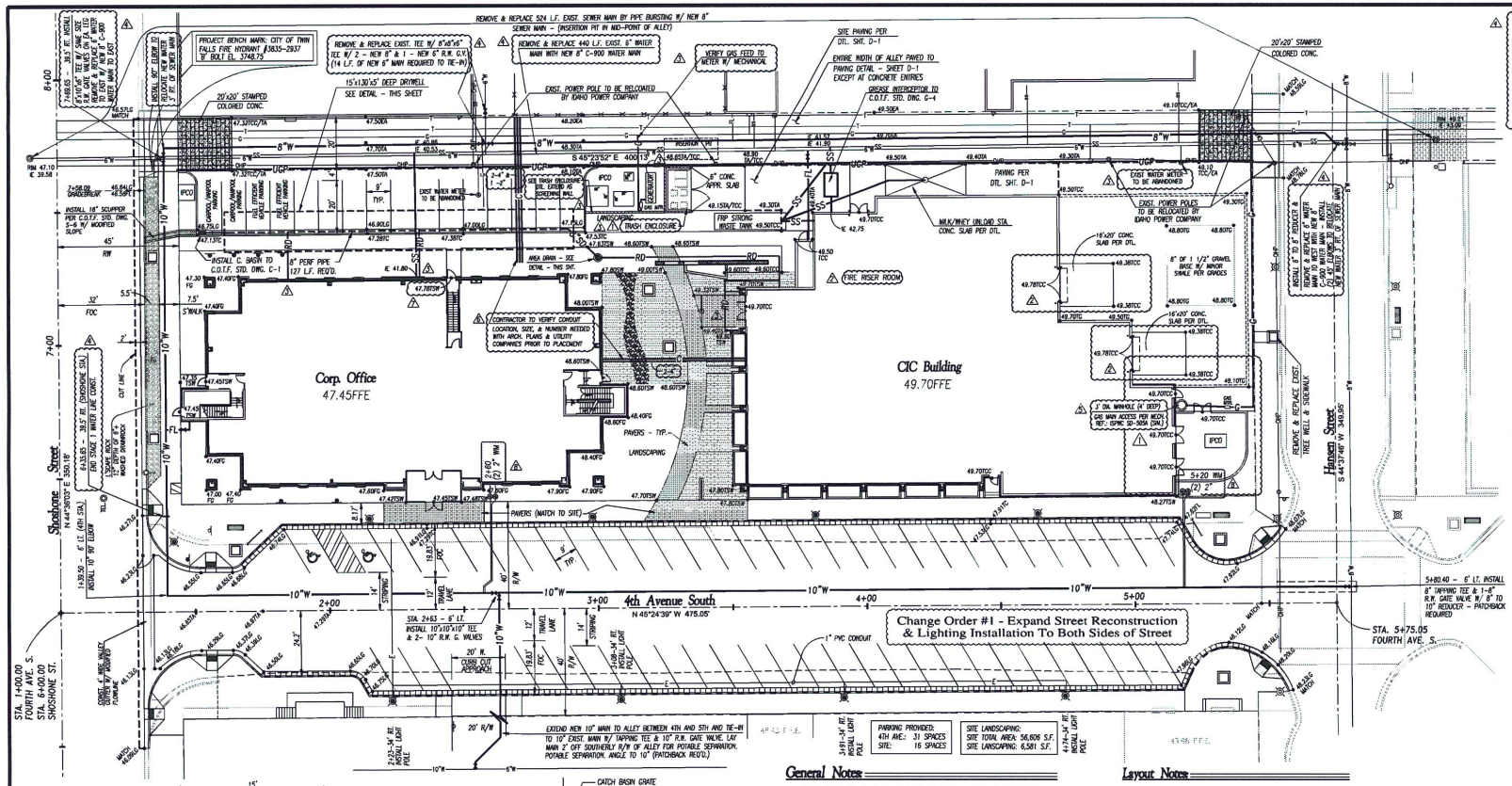
108 MAIN A
109 MAIN A
113 MAIN A
117 MAIN A
123 MAIN A
125 MAIN A
135 MAIN A
137 MAIN A
143 MAIN A
147 MAIN A
149 MAIN A
159 MAIN A
151 2ND AV
201 HANSEN
200 3RD AV
232 HANSEN
218 3RD AV
219 3RD AV
235 3RD AV
246 4TH AV
250 4TH AV
249 3RD AV
259 3RD AV
3RD AVE E
223 2ND AV
246 3RD AV
227 2ND AV
247 IDAHO
IDAHO ST E
255 2ND AV
302 3RD AV
132 MAIN A
138 MAIN A
148 MAIN A
150 MAIN A
160 MAIN A
HANSEN ST E
201 MAIN A
217 MAIN A
225 MAIN A
227 MAIN A
233 MAIN A
249 MAIN A
259 MAIN A
2ND AVE E
260 2ND AV
MAIN AVE E
202 MAIN A
210 MAIN A
222 MAIN A
244 MAIN A
264 MAIN A
321 2ND AV
304 2ND AV
310 2ND AV
314 2ND AV
303 MAIN A
340 2ND AV
319 MAIN A
323 MAIN A
327 MAIN A
331 MAIN A
333 MAIN A
347 MAIN A
352 2ND AV
2ND AVE S
IDAHO ST S
JEROME ST E
210 2ND AV

EHM Engineers, Inc. **CHANGE ORDER SUMMARY**
621 No. College Rd., Ste. 100, Twin Falls, Idaho

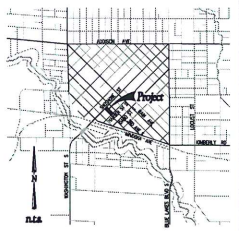
PROJECT: 2013 TWIN FALLS URBAN RENEWAL AGENCY
Block 132, Twin Falls Townsite Project

INCREASE OF ITEMS FROM CONTRACT BID SCHEDULE

No.	Item Description	Qty.	Unit	Unit Price	Adj. Item Total
1	Excavation	557	CY	$10.90	$ 6,071.30
2	Hansen Street & Alley Patchback	0	LF	$9.52	$ -
3	Concrete Roadway Excavation	0	SY	$50.00	$ -
4	3/4" Plant Mix Pavement (3" Matt)	1179	SY	$17.44	$ 20,561.76
5	3/4" Type 1 Aggregate	68	CY	$20.70	$ 1,407.60
6	1 1/2" Type 1 Aggregate	295	CY	$21.31	$ 6,286.45
7	Std. Curb & Gutter w/ Base	358	LF	$14.22	$ 5,090.76
8	Modified Curb & Gutter w/ Base	45	LF	$15.14	$ 681.30
9	Sidewalk / Ped Ramps	364	SY	$41.96	$ 15,273.44
10	Pavers w/ Sand & Gravel Base	0	SY	$86.51	$ -
11	Modified Valley Gutter w/ Base	0	SY	$44.00	$ -
12	Driveway Approach Slabs w/ Base	27	SY	$45.83	$ 1,237.41
13	Stamped/Colored Concrete Slabs	0	SY	$129.21	$ -
14	Sidewalk Scupper	0	EA	$1,000.00	$ -
15	10" C-900 Water Main	0	LF	$38.21	$ -
16	10" R.W. Gate Valve	0	EA	$1,466.67	$ -
17	8" R.W. Gate Valve	0	EA	$950.00	$ -
18	2" Water Meters	0	EA	$2,733.33	$ -
19	2" Water Tap	0	EA	$4,400.00	$ -
20	10" Tapping Tee	0	EA	$2,230.00	$ -
21	8" Tapping Tee w/ 8"-10" Reducer	0	EA	$2,600.00	$ -
22	10"x10"x10" Tee	0	EA	$600.00	$ -
23	10" 90D Elbow	0	EA	$250.00	$ -
24	10" 45D Elbow	0	EA	$187.50	$ -
25	Light Pole	4	EA	$5,800.00	$ 23,200.00
26	Tree Wells	1	EA	$455.00	$ 455.00
27	Trees	0	EA	$408.33	$ -
28	Landscape Rock	0	CY	$28.95	$ -
29	Traffic Control	0	LS	$5,750.00	$ -
30	Storm Water Pollution Prevention	0	LS	$5,750.00	$ -
31	Rock Removal	0	CY	$172.50	$ -
32	Adjust Valve Boxes	0	EA	$300.00	$ -
33	Remove & Reset Stop Sign	0	EA	$700.00	$ -
34	Bicycle Racks	0	EA	$1,000.00	$ -
35	Benches	0	EA	$1,450.00	$ -
36	Utility Riser Adjustment	0	EA	$600.00	$ -
37	Handicap Parking Signs w/ Post	0	EA	$412.50	$ -
38	Concrete Collars	0	EA	$125.00	$ -
39	Pavement Markings	1	LS	$600.00	$ 600.00
40	2" Sch. 40 Conduit	0	LF	$22.73	$ -
41	4" Sch. 40 Conduit	0	LF	$22.73	$ -
ITEMS FROM NEGOTIATED PRICE					
CO1	Pit Run Gravel at Alley Entry	1	LS	$500.00	$ 500.00
CO1	Concrete Stairway w/ Railing	1	LS	$2,359.28	$ 2,359.28
	Grand Total				**$ 83,724.30**



Vicinity Sketch



Retention Requirements

RETENTION VOLUMES SHOWN INCREMENTAL INCREASE:

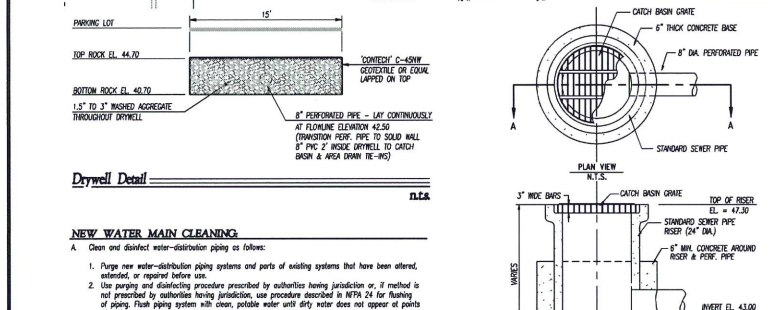
RETENTION REQUIRED:

IMPERMEABLE SURFACES: (TOTAL 50,025 S.F.)	
1.6/12 x 0.95 x 50,025 =	6,337 C.F.
EXISTING SITE PRE-EXISTING (GRAVELS):	
1.6/12 x 0.85 x 50,025 =	5,670 C.F.
TOTAL REQUIRED	667 C.F.

RETENTION PROVIDED:

130' x 15' x 5' DEEP DRYWELL x 0.40% =	3,900 C.F.

NOTE: ALTHOUGH ALLOWED, NO LANDSCAPING CALCULATIONS HAVE BEEN TAKEN INTO ACCOUNT IN THE CALCULATIONS.



Drywell Detail

n.t.s.

Area Drain Riser Detail

n.t.s.

NEW WATER MAIN CLEANING:

A. Clean and disinfect water-distribution piping as follows:

1. Purge new water-distribution piping systems and parts of existing systems that have been altered, extended, or repaired before use.
2. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in NFPA 24 for flushing of piping. Flush piping system with clean, potable water until dirty water does not appear at points of outlet.
3. Use purging and disinfecting procedure prescribed by authorities having jurisdiction or, if method is not prescribed by authorities having jurisdiction, use procedure described in AWWA C651 or do as follows:
   a. Fill system or part of system with water/chlorine solution containing at least 50 ppm of chlorine; isolate and allow to stand for 24 hours.
   b. After standing time, flush system with clean, potable water until no chlorine remains in water coming from system.
   c. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedure if biological examination shows evidence of contamination.

B. Prepare reports of purging and disinfecting activities.

Flushing Note: Flushing shall occur from the fire hydrant at the intersection Shoshone Street and the the alley carried in a fire hose that discharges into the hole excavated for the future drywell or other approved means.

General Notes:

1. THE CONTRACTOR SHALL HAVE A CURRENT SET OF CONSTRUCTION PLANS STAMPED BY THE ENGINEER WITH AN APPROVAL STAMP BY THE CITY AT THE WORKSITE.
2. ALL CONSTRUCTION SHALL CONFORM TO THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, 2012 EDITION, THE CITY OF TWIN FALLS AND ALL OTHER LOCAL, STATE AND FEDERAL AGENCIES WHICH ARE APPLICABLE UNLESS OTHERWISE SHOWN.
3. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM RUNOFF AND OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK IN CONNECTION WITH SITE CONSTRUCTION. THE CONTRACTOR, AND EACH SUBCONTRACTOR, SHALL BE RESPONSIBLE FOR THE CLEAN-UP AND REMOVAL FROM THE JOB-SITE ANY TRASH OR EXCESS MATERIAL CREATED BY THE PERFORMANCE OF THEIR WORK. SUCH MATERIAL SHALL BE PLACED IN A DUMPSTER OR SIMILAR DEVICE PROVIDED BY THE CONTRACTOR OR TRANSPORTED FROM THE JOB-SITE.
4. RECORDED AND/OR FILED SURVEY MONUMENTS EXIST WITHIN THE LIMITS OF THIS PROJECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO PROTECT OR HAVE REPLACED ANY DISTURBED/DESTROYED MONUMENTS.
5. THE CONTRACTOR SHALL PROVIDE ALL NECESSARY HORIZONTAL AND VERTICAL TRANSITION BETWEEN NEW CONSTRUCTION AND EXISTING SURFACES TO PROVIDE FOR PROPER DRAINAGE, INGRESS AND EGRESS.
6. THE CONTRACTOR SHALL REMOVE AND SORT ALL ON-SITE EXCAVATED INSOLVENT MATERIAL AND USE SUITABLE MATERIAL AS NEEDED WHERE FILL IS REQUIRED. FILL SHALL BE PLACED AND COMPACTED BY METHODS APPROVED BY THE CITY OF TWIN FALLS AND THE DESIGN ENGINEER. ALL STRIPPING NOT SUITABLE FOR FILL SHALL BE USED AS DIRECTED BY THE ENGINEER OR DISCARDED OFF-SITE AT THE CONTRACTOR'S EXPENSE. REMOVAL OF SUITABLE MATERIAL NOT NEEDED ON SITE SHALL BE COORDINATED WITH THE CITY. ANY ENCOUNTER OF FOUNDATIONS, DEEP WALLS, DELETERIOUS MATERIALS, ETC. SHALL BE BROUGHT TO THE CITY'S ATTENTION AND DISPOSED OF OFF-SITE AS DIRECTED BY THE CITY.
7. EXISTING UTILITIES ARE LOCATED ON THE PLANS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY. THE CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR THE PROTECTION OF UTILITIES AND THE ENGINEER BEARS NO RESPONSIBILITY FOR UTILITIES NOT SHOWN ON THE PLANS OR NOT IN THE LOCATION SHOWN ON THE PLANS. THIS INCLUDES ALL SERVICE LATERALS OF ANY KIND.
8. AFFECTED UTILITY COMPANIES SHALL BE NOTIFIED AT LEAST TWO (2) WORKING DAYS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION. CALL "DIGBAC" 48 HOURS PRIOR TO BEGINNING WORK. COORDINATE TIE-INS WITH APPROPRIATE UTILITY COMPANIES.
9. THE CONTRACTOR SHALL TAKE REASONABLE MEASURES TO PROTECT ALL EXISTING IMPROVEMENTS FROM DAMAGE AND ALL SUCH IMPROVEMENTS DAMAGED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED TO THE ENGINEER'S SATISFACTION AT THE EXPENSE OF THE CONTRACTOR.
10. ALL CHANGES REQUIRE APPROVAL BY THE PROJECT ENGINEER AND THE CITY ENGINEER. THE ENGINEER TAKES NO RESPONSIBILITY FOR ANY DEVIATIONS FROM THESE PLANS UNLESS AUTHORIZED, IN WRITING, BY THE ENGINEER.
11. IDAHO CODE 39-118 REQUIRES IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) APPROVAL PRIOR TO CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE COMPLIANCE.
12. CONTRACTOR SHALL COORDINATE WITH THE CITY REQUIREMENTS FOR ITEMS SUCH AS LIGHT POLES & FIXTURES, LANDSCAPING, ETC., AS WELL AS THE THE PLACEMENT OF CONDUITS FOR ANY SUCH ITEMS.
13. DURING EXCAVATION OF THE DRYWELL, IF SIGNIFICANT ROCK IS ENCOUNTERED, CONTRACTOR SHALL CONTACT THE ENGINEER FOR DIRECTION ON ALTERNATIVES FOR DRYWELL PLACEMENT.
14. IF IS THE CONTRACTOR'S RESPONSIBILITY TO FILL OUT AND SUBMIT A NOTICE OF INTENT (NOI) TO EPA AND HAVE A COPY OF THE POLLUTION PREVENTION PLAN AVAILABLE AT THE JOBSITE PRIOR TO CONSTRUCTION. SEE NOBORE http://cfpub.epa.gov/npdes/stormwater/cgp.cfm. QUESTIONS REGARDING THIS REQUIREMENT MAY BE REFERED TO MEWA WRQC OF EPA AT: (206) 553-6650. CONTRACTOR TO SUBMIT COPIES OF DOCUMENTS TO THE CITY OF TWIN FALLS.
15. TREE WELLS & GRATES TO MATCH THOSE ON THE ADJACENT HANSEN STREET DEVELOPMENT. CONST. SHALL CONFORM TO THE BUSINESS IMPROVEMENT DISTRICT STREETSCAPE DESIGN GUIDELINES.

Layout Notes:

ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF CONCRETE, OR LIP OF GUTTER AS NOTED.

CONSTRUCTION AND STAKING OF ASPHALT GRADES IN RELATION TO CURB GRADES ARE AS FOLLOWS:
TOP OF ASPHALT TO TOP OF CURB & GUTTER = 0.38'
LIP OF GUTTER TO FLOWLINE = VARIES PER CURB TYPE

WARPING OF CONCRETE THAT TIES IN AT DIFFERING REVEALS WILL BE NECESSARY AT CONNECTING POINTS.

Elevation Key:

PROPOSED TOP OF ASPHALT	= 00.00TA
PROPOSED LIP OF GUTTER	= 00.00LG
PROPOSED TOP OF SIDEWALK	= 00.00TSW
PROPOSED TOP OF CONCRETE	= 00.00TCC
PROPOSED TOP OF CURB	= 00.00TC
PROPOSED EDGE OF ASPHALT	= 00.00EA
PROPOSED GUTTER FLOWLINE	= 00.00FL
PROPOSED FINISHED GRADE	= 00.00FG
PROPOSED TOP OF GRAVEL	= 00.00TG

Sheet Index

Master Site Plan	C - 1
Fourth Avenue Improvements	FA - 1
Shoshone Street Improvements	SS - 1
Grading Plan Details	G - 1
Streetscape Improvement Plan	S - 1
Misc. Details	D - 1
Glanbia Site Details	D - 2
Pollution Prevention Plan	E - 1

Construction Note:

STREET AND ALLEY CONSTRUCTION TO INCLUDE OF MAY SHALL BE BY THE CITY OF TWIN FALLS. INTERIOR CONSTRUCTION INSIDE RIGHT OF WAYS SHALL BE THE RESPONSIBILITY OF GLANBIA. CONTRACTOR COORDINATION SHALL BE REQUIRED TO INSURE ALL CONSTRUCTION MATCHES TIE IN POINTS TO ACCOMODATE BOTH PROJECTS.

Legend:

	EXISTING	PROPOSED
BOUNDARY LINE		
LOT LINE		
STREET CENTERLINE		
EDGE OF ASPHALT		
STANDARD CURB AND GUTTER		
MODIFIED CURB AND GUTTER		
STAND-UP OR EXTRUDED CURB		
WATER MAIN	6"W	8"W
6" FIRE LINE		FL
SEWER LINE (SIZE BY MECH.)	SS	SS
STORM DRAIN		8"SD
ROOF DRAIN (SIZE BY MECH.)		RD
COMMUNICATIONS CONDUIT		C
OVERHEAD POWER LINE	OHP	
NATURAL GAS MAIN	G	G
TELEPHONE	T	
FENCE		
SEWER MANHOLE		
STORM DRAIN MANHOLE		
FIRE HYDRANT		
GATE VALVE (WATER)		
WATER SERVICE (SIZE BY MECH.)		
SIGN		
LIGHT POLE		
STREET LIGHT (IPCO)		
POWER POLE (IPCO)		
TELEPHONE STRUCTURES		
ELEC. PEDESTAL		

EHM Engineers Inc.
ENGINEERS/SURVEYORS/PLANNERS
621 North College Road, Ste. 100
Twin Falls, Idaho 83301
(208) 734-4888

GLANBIA & CITY OF TWIN FALLS
2012 BLOCK 132 IMPROVEMENT PROJECT
TWIN FALLS TOWNSITE

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AT THE JOB SITE AND NOTIFY THE ENGINEER OF ANY DIMENSIONAL ERRORS, OMISSIONS, OR DISCREPANCIES BEFORE BEGINNING OR FABRICATING ANY WORK.

REVISIONS:
1. TRASH ENCLOSURE DIC EXPANSION 6-1-12
2. FIRE RISER ROOM ENLARGED & SUB GRADES 6-18-12
3. GENERATOR ADDED / TRASH ENC. WALL & GRADES UTILITY FEEDS 6-28-12
4. STAGED UTILITY CONST. IN ALLEY & SHOSHONE ST. 7-13-12
5. MANHOLE FOR DIG MAIN 7-24-12
6. CONDUITS 7-27-12
7. GRADE AT ALLEY ENTRY 8-3-12
8. WATER METERS 8-20-12

APPROVED	G. Martens
DESIGN	T. Vawser
DRAWN	T. Vawser
DATE	May, 2012
SCALE	Shown
DWG. NO.	105-12

Sht. C-1
Sht. C0 - 1.1