



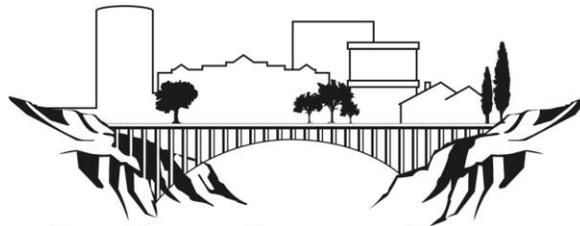
AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, June 8, 2015 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Leon Smith Dan Brizee Dexter Ball Neil Christensen Perri Gardner Bob Richards
Chairman **Vice-Chairman** **Secretary**

1. Call meeting to order.
2. Consent Agenda:
 - a. Review and approval of minutes from the May 11, 2015 regular meeting.
 - b. Review and approval of June 2015 financial report.
3. Review 1st draft of FY 2016 TFURA budget (see staff report) – Brent Hyatt
4. Request from arts group regarding Main Avenue public art – Al Frost/Curtis Eaton
5. Public hearing regarding Resolution 2015-3 – notice of sale of \$5.5 million bond for RAA 4-1 (see staff report) – Melinda Anderson
6. Consideration of a request to approve Resolution 2015-3 – Melinda Anderson
7. Consideration of a request to award the contract for construction of the Eldridge Ave. Sewer Improvement Project associated with the Clif Bar Project to Titan Technologies for \$260,010.00 (see staff report) – Jason Brown
8. Main Avenue Project update – Melinda Anderson
9. Consideration of a request to award a contract to JUB Engineers for \$827,613 for the design/engineering/construction management of the Main Avenue Project – alley utility phase (see staff report) – Jesse Schuerman
10. Public input and/or items from the Urban Renewal Agency Board or staff.
11. Adjourn. Next regular meeting: **Monday, July 13, 2015 @ 12:00 pm**

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



THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

MEETING MINUTES
May 11, 2015

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

Present:

Leon Smith	URA Chairman
Dan Brizee	URA Vice Chairman
Dexter Ball	URA Secretary
Perri Gardner	URA Member
Neil Christensen	URA Member
Sarah Taylor	URA Member
Bob Richards	URA Member

Also present:

Melinda Anderson	Urban Renewal Executive Director
Jesse Schuerman	Urban Renewal Engineer
Brent Hyatt	City Assistant Finance Officer
Greg Lanting	City Council Liaison to URA
Leon Mills	Twin Falls County Commissioner Liaison
Josh Palmer	City Public Information Officer
Lorrie Bauer	City Administrative Assistant
Jackie Fields	City Engineer
Suzanne Hawkins	City Council
Mandi Roberts	Otak, Inc.
Gary Haderlie	JUB Engineers

Agenda Item 1 - Call meeting to order.

Chairman Smith called the meeting to order at 12:00 p.m.

Agenda Item 2 - Consent Agenda: a) Review and approval of minutes from the April 13, 2015 regular meeting and April 28, 2015 special meeting; and b) Review and approval of May 2015 financial report.

Dan Brizee moved to approve the consent agenda in total and Bob Richards seconded the motion. A roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 3 - Update from Otak on the Main Avenue Design Project - Mandi Roberts.

Melinda Anderson informed the board that today's presentation was initially scheduled to be a discussion on preliminary design and preliminary costs. However, due to some parking design concerns, , Otak has paused the streetscape design process until the City Council makes a decision on Main Avenue parking configuration.

Melinda stated the morning PAC meeting discussed four potential parking ideas for Main Avenue and Mandi will present them to the board today and the City Council tonight. How the parking is configured will affect the design of Main Avenue so the City Council will have to decide what the parking configuration will be.

The City Council asked staff to organize a back-in angle parking demonstration. The demonstration area will be located at on Main Avenue South, beginning at the parking spaces in front of D&L Evans Bank and ending at Idaho Street. The parking spaces will be restriped for back-in angle parking so that the public can practice the procedure themselves. There will be signs declaring the stalls are for back-in angle parking, signs containing instructions and website information for a survey.. This demonstration area will begin Wednesday, May 13th and continue for two weeks, through May 27th. There will be a formal parking demonstration at the designated back-in parking area on Thursday, May 21 from 4-6 pm. The City Council has asked the public to attend the meeting on May 26th and comment on the various parking configurations. Melinda stated the underground infrastructure in the alleyways can be separated from the final design as the design pause will have no effect on that process. Due to various street design scenarios that change the sidewalk widths, until the parking issues have been decided and the geometric layout is approved, the streetscape design will temporarily pause.

Mandi Roberts, Otak, reviewed a few key points from the vision of the project and the guiding principles that were decided towards the beginning of the project:

- A sustainable streetscape that is easy to maintain and has a long-term care commitment from the City;
- A street, with cross streets, that are bicycle and pedestrian friendly;
- Attractive alleyways that are pedestrian friendly;
- Having a signature public space with festival street areas for family friendly activities;
- Main Avenue's five block area to be the heart of Twin Falls; and
- A street that serves all types of traffic within the right-of-way such as pedestrians, bicyclists, motorists, and transit in the future.

The dimension of the current street layout does not meet City code. It is very tight and hard to see oncoming traffic when one is parking head-in. With the current 16' parking stalls and 10.5' travel lanes, some parked vehicles hang over the valley gutters and extend into the travel lanes. When backing out of the parking stall, drivers often go over the center line. In order to meet the community's values and guiding principles, wider streets are needed so the travel lanes and parking stalls meet code, bicycle lanes can be introduced, room for trees, light poles, and amenities such as benches and trash receptacles, as well as maintaining the pedestrian walkable space and retaining the number of current parking spaces or increase if possible. Mandi added that the City has already designated Main Avenue as a bicycling route so this must stay on the priority list or City policy will need to be changed. End result concludes there is not enough space for all these elements and compromises need to be made.

Using overhead projections to show diagrams, Mandi explained possible options:

- 1) Back-in angle parking concept: This would keep the sidewalks approximately the same width as they are today (approx. 6"-1' less), travel lanes increase by 6" each, and parking stalls are increased by 1' on each side. Bicycle sharrow markings in the travel lanes would be added to indicate the street is a shared street. Visibility and safety needs would be met because the vehicle is able to leave the parking stall moving forward into the stream of traffic. Not as much space is needed with this concept.

- 2) Front-in angle parking concept: The dimensions are a bit less than what code requires, but the City is comfortable with the compromise. Travel lanes increased to 12' and parking stalls increased to 18'. The tradeoffs include losing 3' of sidewalk/amenity space on each side of the street bringing the sidewalk width to 11.5' on each side and lose the ability of the bike lane or sharrows. This concept increases the travel lane width to provide a little better visibility so you can back out within your lane and move forward efficiently. However, if Main Avenue is to be designated a bicycle route, the travel lanes would need to be a minimum of 14' wide to meet the requirements for striping sharrows. The City would not feel comfortable striping sharrows with this design so people will continue to ride at their own risk. Does this satisfy our sense of a complete street?
- 3) Parallel parking on one side with back-in angle parking on the other: This concept would have enough space for sharrows, or specific bike lanes, possibly, but you could lose a few parking spaces.
- 4) Parallel parking on one side with front-in angle parking on the other: Sharrows would not be used. Raised bicycle lanes could possibly be used.
- 5) No parking on one side of the street in the downtown commons plaza area. Merchants on the block between Shoshone and Gooding requests to have a raised festival street area with no parking on the northerly side.
- 6) Main Avenue as a One-Way Street: Keeping the cross streets as two-way traffic, but turning the five block project area into a one-way traffic pattern. The one-way concept was introduced at the morning Project Advisory Committee (PAC) meeting and there were mixed feelings. One problem that would need to be worked out is that there must be enough space on the street for a vehicle to be parked and an emergency vehicle to be able to get around it. If 10' sidewalks were approved on both sides of the street (1' less than what is there today), a bike lane could be incorporated.

Board member, Dexter Ball, shared he believes the one-way street would give a feeling of common area to the merchants and pedestrians downtown and it would feel safer to the pedestrian and bicyclist. Discussion continued regarding the bike lane standards and usability. Melinda mentioned the strategic plan that was created a few years ago was based on the community values shown from surveys completed by the community residents. Trail connection/bicycle lane connection was ranked as an important part of future transportation. The Council and City staff created a bike plan that included Main Avenue as a bike lane street so that the downtown would be a destination core location. If the City Council would decide a bike way is not a priority of the Main Street right-of-way at this time, it can be moved to another street. Mandi then shared images of cycle tracks with the board to introduce raised bikeways that are delineated with color and markings that are becoming popular in street designs.

There are four options to decide upon. The first three preserves Main Avenue as a bike way.

- 1) Implement back-in angle parking with sharrows;
- 2) Parallel parking on one side of the street with angle parking (either way) on the other with bike lanes – not sharrows;
- 3) One-way street with bike lanes;
- 4) Retain front-in angle parking on both sides of the street and remove the bike way (request to change City policy regarding Main Avenue being a bicycle route).

A combined meeting with the Urban Renewal Agency and the City Council is an option following the May 26th council meeting in which the public has been invited to comment their thoughts. This would allow both parties to communicate their thoughts and concerns so a decision on which option is best for the City of Twin Falls can be reached.

Otak will begin sketching the preliminary designs for the alley ways. In terms of scoping the project and construction, the utilities and alley work could be taken to the point of the temporary surface in the alleys because that surface will need to be in place for over a year before the permanent surface can be added. The temporary surface will be an asphalt type surface that would withstand truck traffic. The permanent surface can then be part of the Main Avenue scope of work.

Agenda Item 4 – Appoint a budget committee to review the FY 2016 TFURA budget – Leon Smith.

Chairman Smith appointed Dexter Ball, Dan Brizee, and Bob Richards to the budget committee. The committee will work the Brent Hyatt on the FY 2016 budget.

Agenda Item 5 - Consideration of a request to approve a contract with ACCO Engineering Systems for \$22,850 to replace two (2) HVAC units at TFURA-owned property located at 851 Pole Line Road – Jesse Schuerman.

Jesse Schuerman introduced the agenda item. Per the annual HVAC replacement schedule, two units are in need of replacement this year. Bids were requested and two were received. The low qualified bidder was ACCO Engineered System. Dan Brizee motioned to accept ACCO's bid in the amount of \$22,850.00 and Bob Richards seconded the motion. A roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 6 - Public input and/or items from the Urban Renewal Agency Board or Staff.

None

Agenda Item 7 – Adjourn.

The meeting adjourned at 1:08 p.m.

Next regular meeting: Monday, June 8, 2015 @ 12:00 p.m.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant

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

October 2014 through May 2015

	Oct '14 - May 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Washington Fed. Bond Proceeds	4,350,000.00			
Line of Credit Adv. - Clif Bar	4,154,577.82	14,995,362.00	-10,840,784.18	27.7%
Investment Income	6,162.06	2,550.00	3,612.06	241.6%
Property Taxes	4,294,710.85	7,027,260.00	-2,732,549.15	61.1%
Rental Income	252,964.29	435,908.00	-182,943.71	58.0%
Chobani Advances	0.00	693,623.00	-693,623.00	0.0%
Total Income	13,058,415.02	23,154,703.00	-10,096,287.98	56.4%
Gross Profit	13,058,415.02	23,154,703.00	-10,096,287.98	56.4%
Expense				
RAA 4-1				
Main Ave.	290,961.37			
Rogerson Building	26,589.95			
Water Line	3,740.84			
RAA 4-1 - Other	2,910.46	3,584,596.00	-3,581,685.54	0.1%
Total RAA 4-1	324,202.62	3,584,596.00	-3,260,393.38	9.0%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,488,983.47	1,581,182.00	-92,198.53	94.2%
Debt Pay. (Chobani) Principal	1,123,000.00	1,123,000.00	0.00	100.0%
RAA 4-3 (Chobani) - Other	402,292.17	6,122,259.00	-5,719,966.83	6.6%
Total RAA 4-3 (Chobani)	3,014,275.64	8,826,441.00	-5,812,165.36	34.2%
RAA 4-4 (Clif Bar)	4,105,321.82	15,996,749.00	-11,891,427.18	25.7%
Bond Trustee Fees	0.00	6,500.00	-6,500.00	0.0%
Bonding Costs	55,996.24			
Community Relations & Website	150.00	1,700.00	-1,550.00	8.8%
Debt Payments - Interest	120,498.13	237,342.00	-116,843.87	50.8%
Debt Payments - Principal	184,089.60	644,060.00	-459,970.40	28.6%
Dues and Subscriptions	750.00	2,650.00	-1,900.00	28.3%
Insurance Expense	2,740.00	5,500.00	-2,760.00	49.8%
Legal Expense	175.49	1,000.00	-824.51	17.5%
Management Fee	0.00	229,000.00	-229,000.00	0.0%
Meeting Expense	2,319.20	3,000.00	-680.80	77.3%
Miscellaneous	10,029.90	10,500.00	-470.10	95.5%
Office Expense	261.01	500.00	-238.99	52.2%
Prof. Dev.\Training	566.71	2,800.00	-2,233.29	20.2%
Property Tax Expense	26,006.98	37,000.00	-10,993.02	70.3%
Real Estate Exp. - Call Center	18,403.71	133,400.00	-114,996.29	13.8%
Real Estate Exp. - Other	3,972.88	6,200.00	-2,227.12	64.1%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
Total Expense	7,941,759.93	29,800,938.00	-21,859,178.07	26.6%
Net Ordinary Income	5,116,655.09	-6,646,235.00	11,762,890.09	-77.0%
Other Income/Expense				
Other Income				
Cash Carryover	0.00	6,706,782.00	-6,706,782.00	0.0%
Transfers In	0.00	2,164,650.00	-2,164,650.00	0.0%
Transfers Out	0.00	-2,164,649.00	2,164,649.00	0.0%
Total Other Income	0.00	6,706,783.00	-6,706,783.00	0.0%
Net Other Income	0.00	6,706,783.00	-6,706,783.00	0.0%
Net Income	5,116,655.09	60,548.00	5,056,107.09	8,450.6%

Twin Falls Urban Renewal June, 2015 List of Checks (REVISED)

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
2983	5/12/2015	1,136.50	EHM Engineers, Inc.	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #63 Hankins Road Sewer Main
2984	5/12/2015	13,155.40	Keller Associates	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #64 Wastewater Facility
2985	5/12/2015	130,457.97	PMF, Inc.	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #65 Hankins Road
2986	5/18/2015	550.00	Kelvin Schidt	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #67 Bury Irrigation Piping
2987	5/18/2015	3,637.22	Stock Construction Services, Inc.	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #69 Construction Management
2988	5/19/2015	751,671.00	Idaho Power	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #66 Kimberly Substation Imp.
2989	Void					
2990	Void					
2991	Void					
2992	Void					
2993	Void					
2994	5/22/2015	331,112.71	Performance Systems Inc	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #68 Hankins Water Storage Tank
2995	5/22/2015	388,977.51	City of Twin Falls	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #70 Impact Fees
2996	5/22/2015	5,000.00	TBY, Inc.	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #71 3300 E Railroad Crossing
2997	5/22/2015	350.00	Skinner Fawcett	RAA 4-4 Clif Bar	Rev Alloc 4-4	AC #72 Bond Counsel - ClifBar Project
2998	Void					
2999	6/3/2015	150.00	Sawtooth Spraying Service	Real Estate Exp. - Call Center	Rental Fund	Sterilize remote parking lot - weeds
3000	6/3/2015	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property management fee - May
3001	6/3/2015	41.46	Idaho Pizza Company	Meeting Expense	General	Meeting Lunch 4/28/2015
3002	6/3/2015	352.00	J & L Sweeping Service, Inc.	Rental Income	Rental Fund	C3 Property Mntc - May
3003	6/3/2015	331.63	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	C3 Landscape Water
3003	6/3/2015	46.69	City of Twin Falls	Rogerson Building	Rev Alloc 4-1	Water, Sewer, Sanitation
3004	6/3/2015	960.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	C3 Landscape Mntc - May
3005	6/3/2015	69.53	Times News	Legal Expense	Rev Alloc 4-4	Notice of public hearing on June 1, 2015
3006	6/3/2015	18.00	Mason's Trophies & Gifts	Miscellaneous	General	Plaque for retiring member
3007	6/3/2015	2.06	Intermountain Gas Company	Rogerson Building	Rev Alloc 4-1	Gas - Rogerson Bldg.
3008	6/3/2015	97.52	The Gyros Shop	Meeting Expense	General	5/12/15 Meeting Lunch
3009	6/3/2015	400.00	Council of Development Finance Agencies	Prof. Dev.\Training	General	2015 Annual Dues
3010	6/3/2015	10,140.70	Twin Falls County Treasurer	Property Tax Expense	Rental Fund	2nd half 2014 property tax - C3
3010	6/3/2015	2,136.44	Twin Falls County Treasurer	Rogerson Building	Rev Alloc 4-1	2nd half Property Tax Exp.
3011	6/3/2015	202.07	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Poline Rd.
3011	6/3/2015	14.60	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 161 Main Ave E
3011	6/3/2015	17.29	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 157 Main Ave E
3011	6/3/2015	25.86	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 159 Main Ave E
3011	6/3/2015	21.71	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 155 Main Av E
3011	6/3/2015	68.79	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 149 Main Av E
3011	6/3/2015	12.53	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 122 4th S - Park
3011	6/3/2015	17.29	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 153 Main Av E

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

May 2015

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
Line of Credit Adv. - Cliff Bar						
Deposit	05/01/2015		Cliff Bar & Co.	Deposit	652,382.24	652,382.24
Deposit	05/08/2015		Cliff Bar & Co.	Deposit	144,749.87	797,132.11
Deposit	05/15/2015		Cliff Bar & Co.	Deposit	4,187.22	801,319.33
Deposit	05/18/2015		Cliff Bar & Co.	Deposit	751,671.00	1,552,990.33
Deposit	05/22/2015		Cliff Bar & Co.	Deposit	1,477,111.22	3,030,101.55
Total Line of Credit Adv. - Cliff Bar					3,030,101.55	3,030,101.55
Investment Income						
Deposit	05/01/2015			Interest	68.81	68.81
Deposit	05/01/2015			Interest	9.83	78.64
Deposit	05/01/2015			Interest	232.85	311.49
Deposit	05/01/2015		State of Idaho	Interest earned on Account	583.02	894.51
Deposit	05/31/2015			Interest	1,189.23	2,083.74
Total Investment Income					2,083.74	2,083.74
Property Taxes						
Deposit	05/14/2015	15-02329...	Twin Falls County Tr...	Property Taxes 1-0001	1,322.67	1,322.67
Deposit	05/14/2015	15-02329...	Twin Falls County Tr...	Property Taxes 1-0007	66.37	1,389.04
Total Property Taxes					1,389.04	1,389.04
Rental Income						
Deposit	05/06/2015		US Treasury	VA Rent	1,333.33	1,333.33
Total Rental Income					1,333.33	1,333.33
Total Income					3,034,907.66	3,034,907.66
Gross Profit					3,034,907.66	3,034,907.66
Expense						
RAA 4-1						
Main Ave.						
Check	05/06/2015	2981	Otak	Main Ave Design - April	13,111.41	13,111.41
Total Main Ave.					13,111.41	13,111.41
Rogerson Building						
Check	05/06/2015	2972	City of Twin Falls	Water, Sewer & Sanitation	46.65	46.65
Check	05/06/2015	2974	EHM Engineers, Inc.	Demo & Geotech recommendations	1,885.00	1,931.65
Check	05/06/2015	2976	Idaho Power	Power 149 Main Ave E	77.33	2,008.98
Check	05/06/2015	2976	Idaho Power	Power 153 Main Ave E	17.29	2,026.27
Check	05/06/2015	2976	Idaho Power	Power 157 Main Ave E	17.33	2,043.60
Check	05/06/2015	2976	Idaho Power	Power 159 Main Ave E	25.90	2,069.50
Check	05/06/2015	2976	Idaho Power	Power 161 Main Ave E	23.69	2,093.19
Check	05/06/2015	2976	Idaho Power	Power 155 Main Ave E	34.42	2,127.61
Check	05/06/2015	2977	Intermountain Gas C...	Gas - Rogerson bldg	46.51	2,174.12
Total Rogerson Building					2,174.12	2,174.12
RAA 4-1 - Other						
Check	05/06/2015	2982	Wells Fargo	Bond Trustee Fee	2,500.00	2,500.00
Total RAA 4-1 - Other					2,500.00	2,500.00
Total RAA 4-1					17,785.53	17,785.53
RAA 4-4 (Cliff Bar)						
Check	05/04/2015	2966	Idaho Power	Kimberly Substation Improvements	625,785.20	625,785.20
Check	05/04/2015	2967	EHM Engineers, Inc.	AC #59 Phase 1 Environmental Assessment	1,500.00	627,285.20
Check	05/04/2015	2968	JUB Engineers, Inc.	AC #60 Hankins Water Storage Tank	22,609.04	649,894.24
Check	05/04/2015	2969	EHM Engineers, Inc.	AC #61 Hankins Road ROW	135.00	650,029.24
Check	05/04/2015	2970	EHM Engineers, Inc.	AC #62 Hankins Road	2,353.00	652,382.24
Check	05/12/2015	2983	EHM Engineers, Inc.	AC #63 Hankins Road Sewer Main	1,136.50	653,518.74
Check	05/12/2015	2984	Keller Associates	AC #64 Climber WW Pretreatment Fac.	13,155.40	666,674.14
Check	05/12/2015	2985	PMF, Inc.	AC #65 Hankins Road Construction	130,457.97	797,132.11
Check	05/18/2015	2986	Kelvin Schmidt	Bury Irrigation Piping	550.00	797,682.11
Check	05/18/2015	2987	Stock Construction S...	AC #69 Construction Mgmt. Services	3,637.22	801,319.33
Check	05/19/2015	2988	Idaho Power	#66 Line Installation/Upgrade - Unusual Conditions	751,671.00	1,552,990.33
Check	05/22/2015	2994	Performance System...	AC #68 Hankins Water Storage Tank	331,112.71	1,884,103.04
Check	05/22/2015	2995	City of Twin Falls	AC #70 Impact Fees	388,977.51	2,273,080.55
Check	05/22/2015	2996	TBY, Inc.	AC #71 3300 E RR Crossing	5,000.00	2,278,080.55
Check	05/22/2015	2997	Skinner Fawcett	AC #72 Bond Counsel-TF LID Cliffbar Project 2014	350.00	2,278,430.55
Check	05/22/2015	2998	Contractors Northwe...	AC #73 - WW Pretreatment Facility Construction	0.00	2,278,430.55
Total RAA 4-4 (Cliff Bar)					2,278,430.55	2,278,430.55
Bonding Costs						
Check	05/06/2015	2975	Federal Express	Balance Postage for 2015 Bond	2.50	2.50
Total Bonding Costs					2.50	2.50
Community Relations & Website						
Check	05/06/2015	2980	MSVM Group, LLC	URA website hosting & Support	150.00	150.00
Total Community Relations & Website					150.00	150.00
Office Expense						
Check	05/18/2015			Service Charge	15.00	15.00
Total Office Expense					15.00	15.00
Real Estate Exp. - Call Center						
Check	05/06/2015	2971	Acco Engineered Sys...	HVAC Prev. Maintenance - March	748.00	748.00
Check	05/06/2015	2973	Commercial Property...	Landscape Mntc - April	1,005.00	1,753.00
Check	05/06/2015	2973	Commercial Property...	Landscape Mntc - March	1,330.00	3,083.00
Check	05/06/2015	2976	Idaho Power	Power 521 Poleline Road	235.32	3,318.32
Check	05/06/2015	2978	J & L Sweeping Servi...	Property Maintenance - April	440.00	3,758.32
Check	05/06/2015	2979	K & G Property Mana...	Property Management Fee - April	450.00	4,208.32
Total Real Estate Exp. - Call Center					4,208.32	4,208.32
Real Estate Exp. - Other						
Check	05/06/2015	2976	Idaho Power	Power 122 4th Avenue S	14.01	14.01
Total Real Estate Exp. - Other					14.01	14.01
Total Expense					2,300,605.91	2,300,605.91
Net Ordinary Income					734,301.75	734,301.75
Net Income					734,301.75	734,301.75

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet
As of May 31, 2015

	May 31, 15
ASSETS	
Current Assets	
Checking/Savings	
Cash	
State Investment Pool	455,237.70
Wash. Fed. Bond Reserve	435,067.42
WF General Checking #6350	864,737.14
WF Bond Escrow #6400	4,553,671.25
WF Savings #8992	7,001,726.82
Zions Revenue Alloc. #8616	799,473.96
Zions Revenue Alloc. #8616A	110,553.82
Zions Revenue Alloc. #8616B	0.71
Zions Bond Reserve #8616C	2,705,243.39
Total Cash	16,925,712.21
Total Checking/Savings	16,925,712.21
Other Current Assets	
Due from Other Governments	21,855.60
Property Taxes Receivable	41,347.03
Total Other Current Assets	63,202.63
Total Current Assets	16,988,914.84
Fixed Assets	
Land	1,350,000.00
Building	3,834,412.16
Equipment	475,000.00
Accumulated Depreciation	-732,624.14
Total Fixed Assets	4,926,788.02
TOTAL ASSETS	21,915,702.86
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
Deferred Rev.-Property Tax	60,276.67
Security Deposit	68,157.84
Total Long Term Liabilities	128,434.51
Total Liabilities	128,434.51
Equity	
Fund Balance	
Fund Balance-General Fund	2,018.58
Fund Balance-Revenue Alloc.	7,504,869.49
Fund Balance-Bond Fund	3,574,156.00
Fund Balance-Rental Fund	5,589,569.19
Total Fund Balance	16,670,613.26
Net Income	5,116,655.09
Total Equity	21,787,268.35
TOTAL LIABILITIES & EQUITY	21,915,702.86

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of May 31, 2015

Type	Date	Num	Name	Memo	Amount	Balance
ASSETS						21,181,401.11
Current Assets						16,254,613.09
Checking/Savings						16,191,410.46
Cash						16,191,410.46
State Investment Pool						454,654.68
Deposit	05/01/2015			Deposit	583.02	455,237.70
Total State Investment Pool						583.02
Wash. Fed. Bond Reserve						435,067.42
Total Wash. Fed. Bond Reserve						435,067.42
WF General Checking #6350						132,519.13
Deposit	05/01/2015			Deposit	652,382.24	784,901.37
Check	05/04/2015	2966	Idaho Power	Invoice OTI20150401	-625,785.20	159,116.17
Check	05/04/2015	2967	EHM Engineers, Inc.	Invoice 084-15	-1,500.00	157,616.17
Check	05/04/2015	2968	JUB Engineers, Inc.	Invoice 0093240	-22,609.04	135,007.13
Check	05/04/2015	2969	EHM Engineers, Inc.	Invoice 431-14A	-135.00	134,872.13
Check	05/04/2015	2970	EHM Engineers, Inc.	Job # 431-14X	-2,353.00	132,519.13
Deposit	05/06/2015			Deposit	1,333.33	133,852.46
Check	05/06/2015	2971	Acco Engineered Systems	Invoice 633572	-748.00	133,104.46
Check	05/06/2015	2972	City of Twin Falls	Account 122616-000	-46.65	133,057.81
Check	05/06/2015	2973	Commercial Property Main...	Invoice 2901 & Invoice 2897	-2,335.00	130,722.81
Check	05/06/2015	2974	EHM Engineers, Inc.	Invoice 001-15	-1,885.00	128,837.81
Check	05/06/2015	2975	Federal Express	Invoice 2-950-77156	-2.50	128,835.31
Check	05/06/2015	2976	Idaho Power	2220512228, 2205057868, 22210267...	-445.29	128,390.02
Check	05/06/2015	2977	Intermountain Gas Compa...	Acct 64554563-842-3	-46.51	128,343.51
Check	05/06/2015	2978	J & L Sweeping Service, L...	Invoice 24767	-440.00	127,903.51
Check	05/06/2015	2979	K & G Property Managem...	Invoice 3511	-450.00	127,453.51
Check	05/06/2015	2980	MSVM Group, LLC	Invoice 2173	-150.00	127,303.51
Check	05/06/2015	2981	Otak	Invoice 000041500357	-13,111.41	114,192.10
Check	05/06/2015	2982	Wells Fargo	Invoice 1172268	-2,500.00	111,692.10
Deposit	05/08/2015			Deposit	144,749.87	256,441.97
Check	05/12/2015	2983	EHM Engineers, Inc.	Invoice 431-14B	-1,136.50	255,305.47
Check	05/12/2015	2984	Keller Associates	Invoice 0000008	-13,155.40	242,150.07
Check	05/12/2015	2985	PMF, Inc.	Payment #1	-130,457.97	111,692.10
Deposit	05/14/2015			Deposit	1,322.67	113,014.77
Deposit	05/14/2015			Deposit	66.37	113,081.14
Deposit	05/15/2015			Deposit	4,187.22	117,268.36
Check	05/18/2015	2986	Kelvin Schmidt		-550.00	116,718.36
Check	05/18/2015	2987	Stock Construction Servic...	Invoice #2850-01	-3,637.22	113,081.14
Deposit	05/18/2015			Deposit	751,671.00	864,752.14
Check	05/18/2015			Service Charge	-15.00	864,737.14
Check	05/19/2015	2988	Idaho Power	AC #66	-751,671.00	113,066.14
Deposit	05/22/2015			Deposit	1,477,111.22	1,590,177.36
Check	05/22/2015	2994	Performance Systems Inc.	AC #68 Hankins Water Storage Tank	-331,112.71	1,259,064.65
Check	05/22/2015	2995	City of Twin Falls	AC #70 Impact Fees	-388,977.51	870,087.14
Check	05/22/2015	2996	TBY, Inc.	AC #71 3300 E RR Crossing	-5,000.00	865,087.14
Check	05/22/2015	2997	Skinner Fawcett	AC #72 Bond Counsel-TF LID Clifbar ...	-350.00	864,737.14
Check	05/22/2015	2998	Contractors Northwest, Inc.	VOID: AC #73 - WW Pretreatment Fa...	0.00	864,737.14
Total WF General Checking #6350						732,218.01
WF Bond Escrow #6400						4,553,671.25
Total WF Bond Escrow #6400						4,553,671.25
WF Revenue Alloc. #5601						0.00
Total WF Revenue Alloc. #5601						0.00
WF Bond Reserve #5602						0.00
Total WF Bond Reserve #5602						0.00
WF Bond Fund #5600						0.00
Total WF Bond Fund #5600						0.00
WF Savings #8992						7,000,537.59
Deposit	05/31/2015			Interest	1,189.23	7,001,726.82
Total WF Savings #8992						1,189.23
Zions Revenue Alloc. #8616						799,405.15
Deposit	05/01/2015			Interest	68.81	799,473.96
Total Zions Revenue Alloc. #8616						68.81
Zions Revenue Alloc. #8616A						110,543.99
Deposit	05/01/2015			Interest	9.83	110,553.82
Total Zions Revenue Alloc. #8616A						9.83
Zions Revenue Alloc. #8616B						0.71
Total Zions Revenue Alloc. #8616B						0.71

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of May 31, 2015

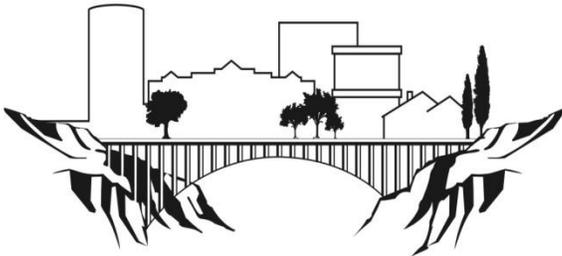
Type	Date	Num	Name	Memo	Amount	Balance
			Zions Bond Reserve #8616C			2,705,010.54
Deposit	05/01/2015			Interest	232.85	2,705,243.39
			Total Zions Bond Reserve #8616C		232.85	2,705,243.39
			Parking Lot Sinking Cash #3425			0.00
			Total Parking Lot Sinking Cash #3425			0.00
			Wells Fargo Securities #1251			0.00
			Total Wells Fargo Securities #1251			0.00
			Zions Warrant #6362			0.00
			Total Zions Warrant #6362			0.00
			Cash - Other			0.00
			Total Cash - Other			0.00
			Total Cash		734,301.75	16,925,712.21
			Total Checking/Savings		734,301.75	16,925,712.21
			Accounts Receivable			0.00
			Accounts Receivable			0.00
			Total Accounts Receivable			0.00
			Total Accounts Receivable			0.00
			Other Current Assets			63,202.63
			Accounts Receivable Clif Bar			0.00
			Total Accounts Receivable Clif Bar			0.00
			Account Receivable - Chobani			0.00
			Total Account Receivable - Chobani			0.00
			Deposits			0.00
			Total Deposits			0.00
			Due from Other Governments			21,855.60
			Total Due from Other Governments			21,855.60
			Interest Receivable			0.00
			Int. Rec.-Zions Bond			0.00
			Total Int. Rec.-Zions Bond			0.00
			Int. Rec.-Bond Fund			0.00
			Total Int. Rec.-Bond Fund			0.00
			Int. Rec.-Revenue Allocation			0.00
			Total Int. Rec.-Revenue Allocation			0.00
			Interest Receivable - Other			0.00
			Total Interest Receivable - Other			0.00
			Total Interest Receivable			0.00
			Inventory Asset			0.00
			Total Inventory Asset			0.00
			Prepaid Insurance			0.00
			Total Prepaid Insurance			0.00
			Property Taxes Receivable			41,347.03
			Total Property Taxes Receivable			41,347.03
			Total Other Current Assets			63,202.63
			Total Current Assets		734,301.75	16,988,914.84
			Fixed Assets			4,926,788.02
			Land			1,350,000.00
			Total Land			1,350,000.00
			Building			3,834,412.16
			Total Building			3,834,412.16
			Equipment			475,000.00
			Total Equipment			475,000.00

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of May 31, 2015

Type	Date	Num	Name	Memo	Amount	Balance
Accumulated Depreciation						-732,624.14
Total Accumulated Depreciation						-732,624.14
Total Fixed Assets						4,926,788.02
Other Assets						0.00
Due from General (4-2)						0.00
Total Due from General (4-2)						0.00
Lease Receivable-Jayco						0.00
Total Lease Receivable-Jayco						0.00
Note Receivable - Agro Farma						0.00
Total Note Receivable - Agro Farma						0.00
Property Tax Clearing Account						0.00
Total Property Tax Clearing Account						0.00
Total Other Assets						0.00
TOTAL ASSETS					734,301.75	21,915,702.86
LIABILITIES & EQUITY						21,181,401.11
Liabilities						128,434.51
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 - Rev. Alloc. 4-4						0.00
Total Accts Pay - Rev. Alloc. 4-4						0.00
Due to Other Governments						0.00
Total Due to Other Governments						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. 4-1						0.00
Total Accts Pay - Rev. Alloc. 4-1						0.00
Accts Pay - Rev. Alloc. 4-3						0.00
Total Accts Pay - Rev. Alloc. 4-3						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						128,434.51
BID Grant Oversight						0.00
Total BID Grant Oversight						0.00
Deferred Rev.-Lease						0.00
Total Deferred Rev.-Lease						0.00
Deferred Rev.-Lease Principal						0.00
Total Deferred Rev.-Lease Principal						0.00

Urban Renewal Agency of the City of Twin Falls, ID
Balance Sheet Detail
As of May 31, 2015

Type	Date	Num	Name	Memo	Amount	Balance
Deferred Rev.-Property Tax						60,276.67
Total Deferred Rev.-Property Tax						60,276.67
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
Security Deposit						68,157.84
Total Security Deposit						68,157.84
Total Long Term Liabilities						128,434.51
Total Liabilities						128,434.51
Equity						21,052,966.60
Fund Balance						16,670,613.26
Fund Balance-General Fund						2,018.58
Total Fund Balance-General Fund						2,018.58
Fund Balance-Revenue Alloc.						7,504,869.49
Total Fund Balance-Revenue Alloc.						7,504,869.49
Fund Balance-Bond Fund						3,574,156.00
Total Fund Balance-Bond Fund						3,574,156.00
Fund Balance-Rental Fund						5,589,569.19
Total Fund Balance-Rental Fund						5,589,569.19
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						16,670,613.26
Opening Balance Equity						0.00
Total Opening Balance Equity						0.00
Unrestricted Net Assets						0.00
Total Unrestricted Net Assets						0.00
Net Income						4,382,353.34
Total Net Income					734,301.75	5,116,655.09
Total Equity					734,301.75	21,787,268.35
TOTAL LIABILITIES & EQUITY					734,301.75	21,915,702.86



**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

Date: June 8, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Brent Hyatt, URA Assist. Finance Director

Request:

Consideration of a request to adopt a preliminary budget amount of \$35,161,470 and set the public hearing date for August 10, 2015.

Background:

Chair Leon Smith appointed a budget committee consisting of Dan Brizee, Bob Richards, and Dexter Ball. Melinda Anderson and Brent Hyatt developed a draft budget for the committee to review which it did in May. Below are highlights from that review and changes being made to this year's budget.

- **Management Fee:** The management fee remains the same as the previous year at \$229,000 in spite of increases in staffing and overhead costs the City has budgeted.
- **RAA 4-1:** The RAA 4-1 cash carryover is budgeted to be \$3.4 million. That total along with drawing half the new money bond (\$2,500,000) and current property tax receipts will provide funding to be used to begin construction in TFURA's planned downtown revitalization. Construction activity is budgeted at \$6.8 million.
- **RAA 4-3 and the Zions Bond Fund:** Chobani revenues are forecasted at \$5.1 million. Roughly half of that total will be used to make the debt payments on the Zions Bank Bonds. The other half and a forecasted cash carryover of \$6.5 million will be available for eligible cost reimbursements and any qualifying new projects within the Area.
- **Clif Bar Revenue and Expenditures:** TFURA signed a line of credit with Clif Bar for \$22 million. Some of those funds have been used previously. FY 15-16 we expect to see about \$15 million carried over and available for eligible projects.
- **General Fund:** overhead expenditures not directly attributable to any of the RAAs such as the management fee, dues, insurance, etc. are funded with transfers from other funds which do generate money.

Revenues

Revenues projected for FY 2015-16 are:

Property Tax Revenue	\$ 7,471,290
Rental Income	\$ 433,726
Loan Proceeds	\$17,500,000
Investment Income	<u>\$ 8,780</u>
Subtotal	\$25,413,796
Cash Carryover	<u>\$10,000,000</u>
Total	\$35,161,470

Expenditures

Expenditures Projected for FY 2015-16 are:

Bonds and other debt	\$ 3,679,450
4-3, 4-4 Expenditures	\$24,132,477
General Fund	\$ 257,950
Real Estate (C3)	\$ 242,400
Projects (RAA 4-1)	<u>\$ 6,849,193</u>
Total	\$35,161,470

Approval Process:

Today's discussion is a preliminary review. If the board requests further changes, staff will make those changes and bring back the final budget for your review at the August 10 board meeting. TFURA will hold a public hearing at that board meeting and then consider a request to adopt it at that time.

Budget Impact:

This is the first review to allow for the adoption of FY 2015-16 TFURA budget at the August 10 board meeting.

Conclusion:

We ask the board to adopt the preliminary budget amount, \$35,161,470, and to approve the budget hearing be set for August 10, 2015.

Attachments:

1. FY 16 Preliminary Budget

Urban Renewal Agency of the City of Twin Falls, Idaho																
Budget Estimates																
Fiscal Year October 1, 2015 through September 30, 2016																
	2014-2015 Budget								Actual 10-1-14 to 4-30-15	2015-2016 Budget						
	General	Rental Fund	Revenue Allocation			Bond Fund		Total		General	Rental Fund	Revenue Allocation			Budget 2014-15	
			4-1	4-3 (Chobani)	4-4 (Clif)	Wells Fargo	Zions Bank				4-1	4-3 (Chobani)	4-4 (Clif)	Zions Bank		
Revenue																
Capital Lease - Jayco								0								
Investment Income	2,000		250			70	230	2,550	3,497	8,500				280	8,780	
Other Income								0							0	
Grant Income/Contributions								0							0	
Property Taxes			1,177,000	2,442,536		700,772	2,706,952	7,027,260	4,293,321		2,315,000	2,601,000		2,555,290	7,471,290	
Rental Income		435,908						435,908	251,631	433,726					433,726	
Loan Proceeds (Net of Costs)				693,623	14,995,362			15,688,985	5,474,476		2,500,000		15,000,000		17,500,000	
Sale of Assets								0							0	
Total Revenue	2,000	435,908	1,177,250	3,136,159	14,995,362	700,842	2,707,182	23,154,703	10,022,925	8,500	433,726	4,815,000	2,601,000	15,000,000	2,555,570	25,413,796
Transfer - Operating	224,650	(4,960)	(13,394)	(35,682)	(170,613)			0		249,450	(9,000)	(256,927)	(40,000)	56,477	0	
Transfer - Storage Tank			(1,172,000)		1,172,000			0							0	
Transfer - Building Loan		(768,000)	768,000					0							0	
Forecasted Cash Carryover	30,000	640,000	3,015,000	3,021,782		0	0	6,706,782		0	70,000	3,415,000	6,515,000		10,000,000	
Total Revenue and Cash Carryover	256,650	302,948	3,774,856	6,122,259	15,996,749	700,842	2,707,182	29,861,485		257,950	494,726	7,973,073	9,076,000	15,056,477	2,555,570	35,413,796
Expenditures																
RAA 4-1			3,584,596					3,584,596	306,417		6,841,993				6,841,993	
RAA 4-3 (Chobani)				6,122,259				6,122,259	402,292			9,076,000			9,076,000	
RAA 4-4 (Clif Bar)					15,996,749			15,996,749	1,826,891				15,056,477		15,056,477	
Bond Trustee Fees						3,500	3,000	6,500						3,000	3,000	
Bonding Costs									55,994						0	
Community Relations & Website	1,700							1,700		1,700					1,700	
Debt Payments - Interest			0			237,342		237,342	120,498		118,880				118,880	
Debt Payments - Principal			184,060			460,000		644,060	184,090		1,005,000				1,005,000	
Debt Pay Interest - Chobani							1,581,182	1,581,182	1,488,983					1,372,570	1,372,570	
Debt Pay Principal - Chobani							1,123,000	1,123,000	1,123,000					1,180,000	1,180,000	
Dues and Subscriptions	2,650							2,650	750	2,650					2,650	
Insurance Expense - ICRMP	5,500							5,500	2,740	5,800					5,800	
Legal Expense (Notices)	1,000							1,000	175	1,000					1,000	
Management Fee	229,000							229,000		229,000					229,000	
Meeting Expense	3,000							3,000	2,319	4,000					4,000	
Miscellaneous	10,500							10,500	10,030	10,500					10,500	
Office Expense	500							500	246	500					500	
Prof. Dev.\Training	2,800							2,800	567	2,800					2,800	
Property Tax Expense		37,000						37,000	26,007		37,000				37,000	
Real Estate Exp. - Call Center		133,400						133,400	14,195		133,400				133,400	
Real Estate Exp. - Other			6,200					6,200	3,959		7,200				7,200	
Real Estate Lease		72,000						72,000	72,000		72,000				72,000	
Professional Fees								0							0	
Real Estate Purchase								0							0	
Total Expense	256,650	242,400	3,774,856	6,122,259	15,996,749	700,842	2,707,182	29,800,938	5,641,153	257,950	242,400	7,973,073	9,076,000	15,056,477	2,555,570	35,161,470
	0	60,548	(0)	(0)	(0)	0	0	60,547	4,381,772	0	252,326	0	0	0	0	252,326
A). 12 Months for VA \$1,333; C3 12 mo. @ \$34,760.50 Misc. 12 mo. @ \$50																
B). An assumption is made that 1/2 the new money bond will be drawn down in the current year. Additionally, that of the \$22,000,000 Clif Bar advances/bond \$15,000,000 will still be available.																
C). The General Fund has no revenues and is dependent on transfers. Transfers to 4-3 and 4-4 are to replenish transfers made in prior years.																
D). The bonds at Wells Fargo will be paid off in 2014-15. Washington Federal does not require a designated fund for payments or remittance of property tax revenue to a special fund.																
E). \$400 for CDFA; and \$1,500 for RAI legislative legal work plus \$400 annual dues																
F.) The Management Fee has not increased from the prior year.																
G). Includes \$10,000 for RAI Legislative Fund																
H). Remote Lot \$16,200; Call Center Lot \$20,800																
I). Idaho Power \$4,000; K&G Property Management \$5,400; City of Twin Falls \$2,000; Repairs and Maintenance \$57,000; HVAC (Replacing 2 Units) \$65,000.																
J). Electricity \$1,200; Weed Spraying \$4,000; Other \$1,000																
K). Remote Lot near Call Center																

Urban Renewal Agency of the City of Twin Falls, Idaho								
Extended Budget Revenue Allocation Area 4-1								
Fiscal Year October 1, 2015 through September 30, 2022								
4-1								
	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	Total
Revenue								
Capital Lease - Jayco								
Investment Income								
Other Income								
Grant Income/Contributions								
Property Taxes	2,315,000	2,361,300	2,408,526	2,456,697	2,505,830	2,555,947	2,607,066	17,210,366
Rental Income								
Loan Proceeds (Net of Costs)	2,500,000	2,450,000					985,000	5,935,000
Sale of Assets								
Total Revenue	4,815,000	4,811,300	2,408,526	2,456,697	2,505,830	2,555,947	3,592,066	23,145,366
Transfer - Operating	(256,927)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(1,756,927)
Transfer - Storage Tank								
Transfer - Building Loan								
Forecasted Cash Carryover	3,415,000	0	60,525	91,516	58,428	57,965	91,956	3,775,390
Total Revenue and Cash Carryover	7,973,073	4,561,300	2,219,051	2,298,213	2,314,258	2,363,912	3,434,022	25,163,829
Expenditures								
RAA 4-1	6,841,993	3,300,000	900,000	1,000,000	1,000,000	1,000,000	1,000,000	15,041,993
RAA 4-3 (Chobani)								
RAA 4-4 (Clif Bar)								
Bond Trustee Fees								
Bonding Costs		50,000						50,000
Community Relations & Website								
Debt Payments - Interest	118,880	100,775	142,535	119,785	96,293	71,956	46,772	696,996
Debt Payments - Principal	1,005,000	1,040,000	1,075,000	1,110,000	1,150,000	1,190,000	1,805,000	8,375,000
Debt Pay Interest - Chobani								
Debt Pay Principal - Chobani								
Dues and Subscriptions								
Insurance Expense - ICRMP								
Legal Expense (Notices)								
Management Fee								
Meeting Expense								
Miscellaneous								
Office Expense								
Prof. Dev.\Training								
Property Tax Expense								
Real Estate Exp. - Call Center								
Real Estate Exp. - Other	7,200	10,000	10,000	10,000	10,000	10,000	10,000	67,200
Taxing Districts							572,250	572,250
Professional Fees								
Real Estate Purchase								
Total Expense	7,973,073	4,500,775	2,127,535	2,239,785	2,256,293	2,271,956	3,434,022	24,803,439
	0	60,525	91,516	58,428	57,965	91,956	-0	
A). Assumes an annual increase in property taxes of 2%.								
B). In the final year the bond reserves will be released to use toward debt payoff.								
C). This represents RAA 4-1's transfer to the general fund to cover overhead.								
D). Any remaining funds will be distributed out prorata to the City, School District, County and other taxing districts.								



Date: June 8, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Melinda Anderson, Executive Director

Request: Consideration of a request to approve Resolution 2015-3, authorizing the sale of Bond 2015C in the amount of \$5,500,000.

Background: At the November 10, 2014 meeting, TFURA Board approved accepting the proposal from Washington Federal to refund current bonds held with Wells Fargo and to authorize the sale of a new money bond. The refunding bonds 2015A and 2015B were sold earlier this year.

Revenue Allocation Area 4-1 is scheduled to terminate when current bonds 2015A, 2015B, and 2015C are paid off at the end of 2022. The Agency is currently making an extensive commitment to the Downtown area for construction of infrastructure projects. The cash needs for Area 4-1 will be in the next few years for those projects, rather than later in the district's life. Property taxes will be collected steadily over the remaining life of the Area to 2022. There will be available cash in those later years for additional downtown infrastructure construction projects but the timing for the Main Avenue project is nearer term. By accelerating the available cash through issuance of debt, the Agency will be able to have more cash available now for the projects and use later years' revenue for the debt payments on that debt.

Based on costs of issuance and reserve fund needs there will be approximately \$4,900,000 remaining for the project.

This bond, 2015C, is tax-exempt and the interest rate is estimated at 1.85%. It received judicial confirmation on June 1, 2015. Given that we must wait 42 days after judicial confirmation to close on the bonds, the sale will take place shortly after July 13, 2015.

A notice was printed in the Times-News on June 1, 2015 announcing TFURA's intention to sell the bonds and that a public hearing would be held today.

Approval Process: Approval by a majority of the board in open meeting. Assuming the Resolution is approved, that document must be signed today. There are various documents included here that won't be signed until the bond sale closes including the bond purchase agreement and escrow agreement. Staff wanted you to have access to them now.

Budget Impact: The Agency will need to increase its annual bond payment from the budgeted \$697,342 to approximately \$1,118,000 for 2015. The increase in the annual debt payment is due to the expected sale of the new money bond sometime in 2015.

Conclusion: Staff recommends the board approve Resolution 2015-3 and authorize the Chairman and Secretary to sign it.

Attachments:

1. Bond Resolution 2015-3
2. Bond Purchase Agreement

EXECUTION COPY

**URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS, IDAHO**

**REVENUE ALLOCATION BONDS,
SERIES 2015C**

BOND RESOLUTION NO. 2015-3

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RESOLUTION NO. 2015-3

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

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO, AUTHORIZING THE ISSUANCE OF UP TO \$5,500,000 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 AGREEMENT; 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 \$5,500,000

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 urban renewal projects authorized under its Urban Renewal Plan (defined below); and

WHEREAS, the City Council of the City of Twin Falls, Idaho (the “City”), after notice duly published, conducted a public hearing on May 4, 1998, on the Twin Falls Urban Renewal Plan for Urban Renewal Area No. 4 (the “Urban Renewal Plan”); and

WHEREAS, following said public hearing, the City Council adopted its Ordinance No. 2579 on May 4, 1998, approving the Urban Renewal Plan as amended, and making certain findings; and

WHEREAS, the City Council, after notice duly published, conducted a hearing on August 26, 2013, to expand Revenue Allocation Area #4-1 and to approve an Amended Urban Renewal Plan related thereto (the “Amendment”); and

WHEREAS, following said public hearing the City Council adopted its Ordinance No. 3056 on August 26, 2013, approving the Urban Renewal Plan as amended by the Amendment; and

WHEREAS, the Agency desires to finance various public facilities, which are further described in the Urban Renewal Plan and on Exhibit “A” attached hereto (the “Project”); and

WHEREAS, the Agency now desires to undertake the financing of the outstanding Project; and

WHEREAS, in order to finance the Project the Agency now desires to authorize the issuance, sale and delivery of its Revenue Allocation Bonds, Series 2015C (the “Bonds”), in the principal amount of up to an aggregate amount of \$5,500,000, with the amount Outstanding to be equal to the amount drawn down under Sections 11 and 12 hereof and the amount deposited to the Reserve Fund under Section 15 hereof; and

WHEREAS, on June 1, 2015, 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 Washington Federal 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, who may be the accountant or firm of accountants who regularly audit the books of the Agency.

Additional Bonds means obligations having an equal priority of lien upon the Pledged Revenues as permitted under Section 22 hereof to pay and secure the payment of the principal of and interest on such obligations as the priority of lien created on such Pledged Revenues to pay and secure the payment of the principal of and interest on the Bonds.

Affiliate of any specified entity means any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such specified entity and “control,” when used with respect to any specified entity, means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

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.

Amendment, in reference to the Urban Renewal Plan, shall mean the Amended Urban Renewal Plan for Revenue Allocation Area #4-1 Expansion adopted on August 26, 2013.

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. The signature of one Authorized Officer shall be sufficient to bind the Agency.

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** shall mean the Bond herein authorized to be issued, sold and delivered, in the approximate aggregate principal amount of up to \$5,500,000 for purposes of financing the Project, providing for a reserve fund and paying the Costs of Issuance of the Bond.

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 2015C,” created by Section 13 of this Bond Resolution.

Bond Purchase Agreement shall mean a Bond Purchase Agreement between the Agency and Purchaser in substantially the form set forth in Exhibit “C” attached hereto.

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

Bond Resolution shall mean this Resolution No. 2015-3, adopted and supplemented by the Board of the Agency.

Bond Year shall mean the twelve-month period beginning the date of Closing and each twelve-month period thereafter, and the last Bond Year shall terminate upon retirement of the Bonds.

Business Day means any day of the year other than (i) a Saturday or Sunday, (ii) any day on which banks located in either Idaho, or the state in which the principal corporate office of the Purchaser is located are required or authorized by law to remain closed, or (iii) any day on which the New York Stock Exchange is closed.

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.

Code shall mean the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder.

Construction Fund shall mean the fund designated “Revenue Allocation Construction Fund, Series 2015C,” created by Section 12 of this Bond Resolution.

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.

Costs of Issuance shall include, together with any other proper item of cost not specifically mentioned herein, the cost of allocable expenses of the Agency, and allocable portions of legal fees, all other costs of issuance of the Bonds, financing charges and fees and expenses of financial advisors and consultants in connection therewith, and such other expenses not specified herein as may be necessary or incident to the financing.

Costs of Issuance Fund shall mean the fund designated “Revenue Allocation Costs of Issuance Fund, Series 2015C,” created by Section 11 of this Bond Resolution.

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.

Default Rate means a floating rate equal to three percentage points (3.00%) in excess of the Prime Rate.

Determination of Taxability means (i) the enactment of legislation or the adoption of final regulations or a final decision, ruling, determination or technical advice by any federal judicial or administrative authority which has the effect of requiring interest on the Bond to be included in the gross income of the Purchaser for federal income tax purposes, or (ii) the receipt by the Purchaser of a written opinion of nationally recognized bond counsel selected by the Agency to the effect that interest on the Bond must be included in the gross income of the Purchaser for federal income tax

purposes; provided that no decision by any court or decision, ruling or technical advice by any administrative authority shall be considered final (a) unless the Purchaser (1) gives the Agency prompt notice of the commencement thereof and (2) offers the Agency the opportunity to control the contest thereof, provided the Agency shall have agreed to bear all expenses in connection therewith and to indemnify that Purchaser against all liabilities in connection therewith, and (b) until the expiration of all periods for judicial review or appeal.

Draw means a loan to the Agency during the Variable Rate Period under the Bond Purchase Agreement and the Bond.

Draw Certificate means the Draw Certificate set forth as Exhibit A to the Bond Purchase Agreement.

Event of Bankruptcy means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceedings) by or against the Agency, any Affiliate of the Agency or any Insider of any of them as debtor, under any applicable bankruptcy, reorganization, insolvency or other similar law as now or hereafter in effect.

Event of Default means any of the events specified in Section 24.A hereof to be an Event of Default. "Default" means any event which with the giving of notice or the lapse of time or both would constitute an Event of Default.

Fiscal Year shall mean the period beginning October 1 of each year and ending on the next succeeding September 30, or as otherwise defined by Idaho law or set by the Agency.

Fixed Rate means a fixed rate of interest per annum, as determined not more than five (5) Business Days prior to the beginning of the Fixed Rate Period in accordance with the proposal of the Purchaser to the Agency dated December 1, 2014.

Fixed Rate Period means the period beginning on the earlier of (i) the date on which the aggregate principal amount of the Bond has been drawn in full, or (ii) August 1, 2017, and ending on August 1, 2022.

Governmental Obligations means (a) direct obligations of the United States of America, (b) obligations unconditionally guaranteed by the United States of America and (c) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b).

Insider means any entity referred to or described in Section 101(3) of the Bankruptcy Code, assuming for this purpose that the Agency, or any Affiliate of the Agency, as applicable, is a debtor, and any limited partner of any of the foregoing.

Interest Payment Date means February 1 and August 1 of each year beginning August 1, 2015. In any case, the final Interest Payment Date shall be the maturity date.

Interest Period means for all Bonds the period from and including each Interest Payment Date to and including the day preceding the next Interest Payment Date. The first Interest Period for

the Bond shall begin on (and include) the date of the initial delivery of the Bonds. The final Interest Period shall end on the maturity (or redemption) date for the Bond.

Investment Securities shall mean and include any of the securities set forth on Exhibit “E” 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.

Maximum Annual Debt Service shall mean an amount equal to the greatest annual Debt Service with respect to the Bond for the current or any future Bond Year.

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 amount of Bonds which have been issued, executed, authenticated, delivered and drawn down under this Bond Resolution, except (i) the Bonds (or portion thereof) cancelled because of payment or redemption prior to their 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.

Outstanding Balance means, at any time, the sum of all Draws, less the sum of all Bond principal repayments that have been received by the Purchaser.

Parameters means the parameters for the Bond including the interest rate, maturity, redemption provisions, principal payment schedule, amount of reserve funds, maturities and amounts of Prior Bonds to be refunded as set forth in Section 7 hereof.

Pledged Revenues shall mean, for each Fiscal Year, the Revenue Allocation Revenues and all amounts deposited to or held in the Revenue Allocation Fund.

Prime Rate means the variable rate of interest published from time to time as the Prime Rate in the printed or internet edition of *The Wall Street Journal*. For purposes of determining any interest rate that is based on the Prime Rate, the interest rate shall change on the effective date of any change in the Prime Rate.

Prior Bonds means the Agency’s Revenue Allocation Refunding Bonds, Series 2015A (Tax-Exempt) and Series 2015B (Taxable).

Private Person shall mean any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

Private Person Use shall mean the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership

of the property by the Private Person as well as other arrangements that transfer to the Private Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to or by the Private Person on a day-to-day basis if the fee paid by such Private Person is the same as the fee paid by any Private Person who desires to rent or otherwise use the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a de minimis fee to cover custodial expenses.

Project shall mean the various public facilities, improvements and programs and related improvements all as further described in the Urban Renewal Plan, as amended including the items set forth in Exhibit “A.”

Purchaser shall mean Washington Federal or its successors or assigns.

Rebate Fund shall mean the fund designated “Rebate Fund, Series 2015C,” created by Section 14 of this Bond Resolution.

Record Date means, as the case may be, the applicable Regular Record Date.

Registered Owner(s), Bondowners, Bondholder, Holder or Owner(s) shall mean the person or persons in whose name or names the Bond shall be registered in the Bond Register maintained by the Agency in accordance with the terms of this Bond Resolution.

Registrar shall mean the Agency, which shall maintain the Bond Register and otherwise provide for the registration of the Bond.

Regular Record Date means the 15th day prior to any Interest Payment Date.

Reserve Fund shall mean the “Reserve Fund, 2015C” created under Section 15 hereof.

Reserve Fund Requirement shall mean an amount equal to the least of 10% of the original proceeds of the Bond, 125% of average annual Debt Service or Maximum Annual Debt Service.

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.

Securities Act means the Securities Act of 1933, as amended.

Security shall mean the Security defined in Section 10 of this Bond Resolution.

Tax Certificate shall mean the Tax Certificate of the Agency delivered at Closing.

Taxable Fixed Rate means a taxable fixed rate of interest per annum, as determined not more than five (5) Business Days prior to the beginning of the Fixed Rate Period in accordance with the proposal of the Purchaser to the Agency dated December 1, 2014.

Taxable Variable Rate means a variable rate of interest per annum equal to the Prime Rate, minus one percentage point (1.00%).

Terms Certificate means the certificate in the form attached hereto as Exhibit “G” setting forth certain terms for the Bonds within the parameters described in Section 3B hereof and signed by the Executive Director.

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

United States shall mean the United States of America.

Urban Renewal Plan or **Plan** shall mean that certain document entitled “Urban Renewal Plan for Urban Renewal Area No. 4,” originally adopted and approved by the City and the Agency, pursuant to the Law and City Ordinance No. 2579 approved May 4, 1998, as amended by the Amendment and as may be further amended and modified.

Variable Rate means a variable rate of interest per annum equal to 65% of the Prime Rate, minus sixty hundredths percentage points (0.60%).

Variable Rate Period means the period beginning on the date of Closing and ending on the earlier of (i) the date on which the aggregate principal amount of the Bond has been drawn in full, or (ii) August 1, 2017.

The words “hereof,” “herein,” “hereto,” “hereby” and “hereunder” (except in the form of Bond) refer to this entire Bond Resolution. Unless otherwise noted, all Section and Article references are to sections and articles in this Bond Resolution.

SECTION 2. THE PROJECT. The Project consists of certain public facilities, improvements and programs all as further described in the Urban Renewal Plan and 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 apply a portion of the proceeds of the Bonds to finance the Project.

SECTION 3. THE REVENUE ALLOCATION BONDS.

A. Bonds Authorized; Findings. In order to provide financing for the Project, provide for a reserve fund and finance the Costs of Issuance, the Agency shall issue its Bonds 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 2015C.

B. Bond Parameters and Terms Certificate. The Bond shall be issued in accordance with and subject to the Parameters established and set forth in Section 7 hereof and shall be consistent with the terms of the Bond Purchase Agreement attached hereto as Exhibit “C.”

C. Description of Bond. Except for the first Draw and for a Draw for the remaining available principal under the Bond, each Draw shall be in the minimum authorized denomination of \$100,000 each or integral multiples of \$5,000 above \$100,000. The Bonds shall be dated the date of Closing and shall be in the aggregate principal amount of up to \$5,500,000.

The Bond 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 determined herein, payable as provided below. The Bonds shall mature as set forth in the Bond Purchase Agreement attached hereto as Exhibit “C.”

Interest on the Bonds shall be as set forth in the Terms Certificate and calculated on the basis of a 360 day year consisting of twelve 30-day months, payable on February 1 and August 1 of each year commencing on August 1, 2015.

The Bonds shall be substantially in the form set forth in Exhibit “B” attached hereto and incorporated herein by reference. Said form 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.

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 Record Date, and shall be paid by electronic funds transfer of the Agency to be received by 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, upon presentation and surrender of the Bonds on or after the date of maturity or prior redemption, at the office of the Agency.

E. Determination of Taxability. In the event there is a Determination of Taxability for the Bond, the rate of interest on such bond shall be increased to the rate set forth in the Terms Certificate effective on the date interest on the Bond became federally taxable under such Determination of Taxability.

SECTION 4. MANNER AND SOURCE OF PAYMENT.

A. Both principal of and interest on the Bonds are payable in lawful money of the United States by the Agency to the Registered Owner thereof, whose name and address shall appear on the Bond Register. Such payment shall be made by the Agency from moneys transferred from the Bond Fund.

B. To the extent provided in and except as otherwise permitted by this Resolution, (i) the Bonds shall be special obligations of the Agency and the Debt Service thereon shall be payable equally and ratably with the Prior Bonds and solely from the Pledged Revenues, (ii) the payment of Debt Service on the Bonds shall be secured by the assignment of the Bond Fund and the grant of a security interest in all moneys and investments in the Costs of Issuance Fund, the Reserve Fund and the Pledged Revenues hereunder and by this Resolution.

C. Principal of and interest on any Bond shall be payable by check or warrant or by other means mutually acceptable to the Registered Owner and the Agency. Upon final payment of principal of and interest on any Bond, the Registered Owner shall surrender such Bond for cancellation at the offices of the Agency, as Bond Registrar.

Subject to the foregoing provisions of this Section 4.C, each Bond delivered under this Bond Resolution upon registration of transfer of or exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

SECTION 5. REDEMPTION PRIOR TO MATURITY

A. Redemptions.

(1) **Redemption Dates and Prices.** The Bond shall be subject to redemption prior to maturity in the amounts, at the times and in the manner provided in this Section 5.

(2) **Redemption During the Variable Rate Period.** During the Variable Rate Period, principal of the Bond shall, at the option and direction of the Agency, be subject to redemption on any Business Day, upon two (2) Business Days' prior written notice to the Purchaser, in a redemption amount of at least \$100,000 and at the redemption price of par, plus interest accrued to the redemption date.

(3) **Redemption During the Fixed Rate Period.** During the Fixed Rate Period, principal of the Bond maturing on August 1, 2019 or thereafter shall, at the option and direction of the Agency, be subject to redemption on August 1, 2018 and on any Business Day thereafter, upon thirty (30) days' prior written notice to the Purchaser, in a redemption amount of at least \$100,000 and at the redemption price of par, plus interest accrued to the redemption date. In addition, the Agency shall reimburse the Purchaser for any reasonable loss or expense incurred in obtaining, liquidating, or reemploying deposits from third parties as a result of such optional redemptions. A statement of the amount of that reasonable loss or expense, prepared in good faith and

in reasonable detail by the Purchaser and submitted by the Purchaser to the Agency, shall be conclusive and binding for all purposes absent manifest error in computation. The Purchaser's calculation of any amounts payable upon prepayment shall be based on the assumption that the Purchaser actually funded the Bond through deposits or other funds acquired from third parties for such purpose; however, the Purchaser shall not be obligated to fund the Bond through such deposits or other funds acquired from third parties, but may fund the Bond through any available resources.

(4) Prepayments by the Agency to the Purchaser pursuant to subsections 2 and 3 of this Section 5(A) shall be applied first to pay accrued interest, and second to pay principal of the Bond in inverse order of maturity.

(5) Agency Direction of Optional Redemption. The Agency shall call the principal of the Bond for optional redemption by written notice to the Purchaser pursuant to subsections 2 and 3 of this Section 5(A). Notice of any optional redemption shall specify the principal amount of the Bond to be redeemed and the redemption date.

B. Effect of Redemption. If any portion of the principal of the Bond is prepaid in accordance with this Section 5, interest on such portion shall cease to accrue on the date the Purchaser receives such prepayment, and such portion shall not be deemed to be outstanding as of such prepayment date.

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 have been duly executed, authenticated and delivered hereunder and are 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 executed by officers who, 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 was not an officer of the Agency.

B. The Agency is hereby appointed Bond Registrar and shall cause a register (herein sometimes referred to as “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 Agency, and upon surrender of such Bond to the Agency for cancellation. Whenever any Bond or Bonds shall be surrendered for registration or transfer, the Agency shall execute and authenticate and deliver to the transferee a new Bond or Bond of like series and maturity of authorized denomination or denominations and for the amount of such Bond or Bonds so surrendered.

Any Bond may be exchanged at the office of the Agency, 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 Agency 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 Agency 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 Agency 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 the Agency shall not 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.

A. The sale of the Bonds to the Purchaser, in accordance with the terms and provisions set forth in the Bond Purchase Agreement expected to be dated on or after July 1, 2015, attached hereto as Exhibit “C,” the Parameters set forth below and the Terms Certificate are hereby approved.

(1) Pursuant to Section 57-235, Idaho Code, as amended, the Board of Commissioners hereby delegates to the Chairman and Executive Director, each with the authority to act alone (hereinafter each referred to as the “Delegated Officer”), the power to make the following determinations on the date of sale of the Bonds to the Purchaser, without any requirement that the members of the Board of Commissioners meet to approve such determinations, but subject to the limitations provided:

- (i) The initial rate of interest to be borne by the Bonds does not to exceed 1.85%. The initial rate of interest upon a Determination of Taxability does not exceed 2.75%.
- (ii) The principal amount of the Bonds not to exceed \$5,500,000, subject to the draw down provisions of this Resolution.
- (iii) The principal payment dates with a final payment date not to exceed August 1, 2022.
- (iv) The amount of principal of the Bonds maturing in any particular year, and the rate of interest accruing thereon.
- (v) The final maturity of the Bonds, to be not later than August 1, 2022.
- (vi) The price at which the Bonds will be sold which shall not be less than par.
- (vii) The dates, if any, on which, and the prices at which, the Bonds will be subject to optional redemption but not sooner than August 1, 2018.
- (viii) The amount of proceeds of the Bonds, if any, to fund the Reserve Fund.

(2) Upon the sale of the Bonds, including the final terms and provisions of the Bonds, the Delegated Officer shall execute a Terms Certificate substantially in the form attached hereto as Exhibit "G" reflecting the final terms and provisions of the Bonds and certifying that the final terms and provisions of the Bonds are consistent with, not in excess of and no less favorable than the terms set forth in subparagraph (1) above.

B. The proceeds of any Draw of the Bond shall be applied as set forth in each Draw Certificate.

Subject to the foregoing provisions, the Authorized Officers are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Bonds and the Bond Purchase Agreement and for the proper use and application of the proceeds of sale thereof, and further all other documents related to the Project and the sale and issuance of the Bonds. The Chairman, Vice-Chairman, Executive Director, Secretary or Treasurer are authorized to execute the Bond Purchase Agreement on behalf of the Agency and any and all related documents.

SECTION 8. REGISTRAR

- A. Acceptance of Duties. The Agency is hereby appointed as Registrar for the Bonds and agrees to carry out the responsibilities of Registrar set forth in this Bond Resolution.
- B. Responsibilities of Registrar.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Agency and the Agency shall fulfill the responsibilities of the Registrar as described in this Resolution.

SECTION 9. REVENUE ALLOCATION FUND. There is hereby established a fund, held by the Agency, separate and apart from all other funds of the Agency, designated the Revenue Allocation Fund, which shall include any Revenue Allocation Revenues established under the Urban Renewal Plan, as amended. All Pledged Revenues shall be promptly deposited upon receipt by the Agency in the Revenue Allocation Fund. Except as provided in Section 22 or elsewhere in this Bond Resolution, the Pledged Revenues deposited therein shall 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, Prior Bonds and Additional Bonds by deposits into the Bond Fund and the bond funds for the Prior Bonds and Additional Bonds;

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

Third, to fund the Reserve Fund in the amount of the Reserve Fund Requirement for the Bonds and the reserve funds for the Prior Bonds and Additional Bonds at their reserve requirements;

Fourth, to pay for any repairs, additions or improvements to the Project or for any other urban renewal project in the Revenue Allocation Area or any other purpose of the Agency permitted by the Urban Renewal Plan and Law. The Agency shall restrict the yield on amounts remaining in the Revenue Allocation Fund to the extent required in the Tax Certificate. Amounts for all such purposes shall be paid from the Revenue Allocation Fund by the Agency.

SECTION 10: PLEDGE FOR PAYMENT OF BONDS. The Agency hereby pledges for the payment of the Bonds, the Prior Bonds and any Additional Bonds the following: the Pledged Revenues and all money in the Revenue Allocation Fund and for the payment of the Bonds only, the amounts in the Bond Fund, Construction Fund, Reserve Fund and Costs of Issuance Fund (collectively, the "Security"). Except as provided in Section 22 or elsewhere in this Bond Resolution, the Pledged Revenues, Revenue Allocation Fund, Construction Fund, Reserve Fund, Costs of Issuance Fund and Bond Fund shall not be used for any other purpose while the Bonds remain Outstanding. Moneys in the Rebate Fund and the earnings thereon are not pledged to the payment of the Bonds. This pledge shall constitute a first and exclusive lien on the Pledged Revenues and such other moneys in the Revenue Allocation Fund for the payment of the Bonds, the Prior Bonds and Additional Bonds and a first lien and exclusive lien on the Construction Fund, Reserve Fund, Costs of Issuance Fund and Bond Fund for the payment of the Bonds in accordance with the terms hereof.

The Agency covenants and agrees that all Pledged Revenues, when and as received, will be received by the Agency in trust hereunder, 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, shall nevertheless be disbursed, allocated and applied solely to the uses and purposes herein set forth, and shall be accounted for separately and apart from all other money, funds, accounts or other resources of the Agency.

SECTION 11: COSTS OF ISSUANCE FUND; DISBURSEMENTS. There is hereby created a fund to be held by the Agency, separate and apart from all other funds of the Trustee and Agency, designated “Revenue Allocation Costs of Issuance Fund, Series 2015C” (the “Costs of Issuance Fund”), or such other designation conforming to generally accepted accounting practices, into which Bond proceeds shall be deposited in accordance with Section 12, and which shall be used to pay Costs of Issuance. Such proceeds may be invested by the Agency in Investment Securities that mature not later than such times as shall be necessary to provide moneys when needed to pay such Costs of Issuance and interest on the Bonds. The interest, as well as the gain, if any, on such investments shall remain a part of said Costs of Issuance Fund to be applied as provided in this Section.

The Agency shall make payments from the Costs of Issuance Fund, in the amounts, at the times, in the manner, and on the other terms and conditions set forth in Exhibit “D” attached hereto. At the later of the date on which the Costs of Issuance have been paid in full or 30 days following Closing, money remaining in the Costs of Issuance Fund shall be transferred to the Bond Fund and the Costs of Issuance Fund shall thereafter be closed and terminated.

SECTION 12: CONSTRUCTION FUND

- A. Construction Fund Created. There is hereby created the “Construction Fund, Series 2015C” to be established by the Agency with the Purchaser in an interest bearing account.
- B. Fund Deposits and Disbursements. The Construction Fund shall be initially funded on the date of Closing in an amount set forth in the first Draw Certificate. In addition, costs of issuing the Bonds shall be deposited into the Cost of Issuance Fund or otherwise paid on the date of closing and accrued interest, if any, shall be deposited into the Bond Fund, hereinafter created. Investment earnings on moneys deposited and held in the Construction Fund and the Bond Fund will remain in each such respective fund and be used as set forth in this Bond Resolution. The Bond proceeds in the Construction Fund shall be drawn pursuant to the Bond Purchase Agreement and used to pay for the costs of the Project. In the event there are funds remaining in the Construction Fund after all expenditures for the Project, any surplus funds but no later than August 1, 2017, shall be drawn and deposited into the Bond Fund and used for the payment of principal of and interest on the outstanding Bonds as the same shall accrue.

SECTION 13: BOND FUND.

- A. Creation of Bond Fund and Accounts. There is hereby created and held by the Agency a separate deposit account to be designated “Revenue Allocation Bond Fund, Series 2015C” (the “Bond Fund”), the moneys in which, in accordance with Section 13.C., the

Agency shall make available to pay (i) the principal of Bonds as it becomes due, and (ii) the interest on Bonds as it becomes payable.

B. Deposits to Bond Fund. The Agency shall deposit into the Bond Fund all amounts needed from the Revenue Allocation Fund in respect to Debt Service and all other moneys received by the Agency under and pursuant to the provisions of this Bond Resolution, when accompanied by directions from the person depositing such moneys that such moneys are to be paid into the Bond Fund.

C. Use of Bond Fund Moneys. Except as provided in Section 24, moneys in the Bond Fund shall be used solely for the payment of the principal of and interest on the Bonds.

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

E. Application and Investment of Moneys in the Bond Fund. Moneys in the Bond Fund shall be invested in Investment Securities. 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. Until applied as provided in this Bond Resolution to the payment of Bonds or transferred to the Agency pursuant to Section 31 or Section 13.F., Pledged Revenues shall be held by the Agency in the Bond Fund for the benefit of the owners of all Outstanding Bonds, except that (i) any portion of the Pledged Revenues representing principal or redemption or purchase price of any Bonds, and interest on any Bonds previously matured or called for redemption in accordance with this Bond Resolution, shall be held for the benefit of the owners of such Bonds only.

F. Repayment to the Agency from Amounts Remaining in the Bond Fund. Any amounts remaining in the Bond Fund after all of the outstanding Bonds shall be deemed paid and discharged under the provisions of this Bond Resolution, shall be paid to the Agency.

SECTION 14: EXEMPTION FROM ARBITRAGE REBATE REQUIREMENTS; REBATE FUND

(a) The Agency currently expects the Bonds to qualify for an exception to arbitrage rebate as provided in accordance with the requirements of the Code and the Tax Certificate.

(b) The Agency hereby further elects and covenants that if the Bonds do not qualify for an exception to arbitrage rebate as referenced above, the Agency will take all necessary steps to comply with the continuing arbitrage rebate rules under Section 148(f) of the Code and applicable regulations in accordance with the instructions of Bond Counsel and the Tax Certificate delivered at Closing.

(c) There is hereby established the “Rebate Fund Series 2015C” into which shall be deposited all amounts required by the Tax Certificate and this Section 14. None of the amounts held in the Rebate Fund are pledged to the payment of the Bonds.

(d) All moneys deposited in the Rebate Fund shall be held in trust for the payment of any rebate to the United States which must be made under federal law to qualify the interest on the Bonds as exempt from federal income taxation as calculated by the Agency in accordance with the Tax Certificate delivered at closing. Amounts in the Rebate Fund shall not be used for any other purpose unless the Agency provides to the Purchaser an opinion from Bond Counsel that such rebate is not required to qualify the interest on the Bonds as exempt from federal income taxation. If such an opinion is obtained, the amounts approved in the opinion shall be transferred to the Bond Fund.

SECTION 15: RESERVE FUND.

A. Reserve Fund Created. There is hereby created the “Reserve Fund, 2015” for the Bonds to be established by the Agency with the Purchaser in an interest-bearing account. Such account will be subject to the Purchaser’s published schedule of fees applicable to business and government clients, as such fees may change from time to time.

B. Fund Deposits and Disbursements. The Reserve Fund shall be initially funded on the date of Closing in an amount equal to ten percent (10%) of the amount of the first Draw. Ten percent (10%) of the amount of each subsequent Draw shall also be deposited into the Reserve Fund, until the balance in the Reserve Fund equals the Reserve Fund Requirement. All amounts in the Reserve Fund shall be used and withdrawn by the Purchaser solely for the purpose of making up any deficiency in a payment of principal of or interest on the Bonds when due. Amounts on deposit in the Reserve Fund shall be valued at their market value on (i) each date that any amounts therein are withdrawn for the purpose of making up any deficiency in a payment of principal of or interest on the Bonds, and (ii) on each annual anniversary of the date of Closing, if no valuation of the Reserve Fund is required on such date pursuant to the immediately preceding clause (i). During the Variable Rate Period, if the amount on deposit in the Reserve Fund on any day following such valuation is less than ten percent (10%) of the aggregate amount of all Draws that the Agency has made up to and including the date of such valuation, the Agency shall deposit within five Business Days of such valuation, from Pledged Revenues and any other legally available revenues, the amount of money necessary to increase the balance in the Reserve Fund to ten percent (10%) of the aggregate amount of all Draws that the Agency has made. During the Fixed Rate Period, if the amount on deposit in the Reserve Fund on any day following such valuation is less than the Reserve Fund Requirement, the Agency shall deposit, from Pledged Revenues and any other legally available revenues, the amount necessary to increase the balance in the Reserve Fund to the Reserve Fund Requirement as follows: (a) if it is determined that the amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement due to a valuation in such amount as set forth in clause (ii) above, the Agency shall within five Business Days of such valuation transfer to the Reserve Fund from Pledged Revenues and any other legally available revenues the amount of money necessary to increase the balance therein to the Reserve Fund Requirement; and (b) if it is determined that the

amount on deposit in the Reserve Fund is less than the Reserve Fund Requirement due to a valuation in such amount as set forth in clause (i) above, the Agency shall transfer from Pledged Revenues and any other legally available revenues to the Reserve Fund on or before the tenth Business Day of each calendar month, commencing with the calendar month immediately succeeding such valuation, one-twelfth of the aggregate amount of each prior withdrawal from the Reserve Fund; provided that no such transfer need be made to the extent the balance in such account shall be at least equal to the Reserve Requirement. If the amount on deposit in the Reserve Fund on any day following such valuation is more than the Reserve Requirement, the amount in excess of the Reserve Requirement may, upon the Agency's written request to the Purchaser, be withdrawn by the Purchaser and transferred to the Agency for deposit in the Bond Fund.

Provided that (x) on August 1, 2022 there is no deficiency in the Reserve Fund, and (y) no Event of Default has occurred and is continuing, the amount in the Reserve Fund may, upon the Agency's written request to the Purchaser, be withdrawn by the Purchaser and applied to the final payment of principal of and interest on the Bonds.

SECTION 16: INVESTMENTS. All funds and accounts hereunder (except the Reserve Fund and the Construction Fund, which shall be deposited with the Purchaser and invested as provided in Section 12 and Section 15 hereof) shall be invested in Investment Securities by the Agency. 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 February 1 and August 1 of each year.

Moneys in the Costs of Issuance Fund, the Bond Fund, and the Rebate Fund shall be invested and reinvested by the Agency in Investment Securities set forth in Exhibit "E" hereof. At no time shall any funds constituting gross proceeds of the Bonds be used in any manner to cause or result in a prohibited payment under applicable regulations pertaining to, or in any other fashion as would constitute failure of compliance with, Section 148 of the Code. Investments of moneys in the Bond Fund shall mature or be redeemable at the option of the Agency at the times and in the amounts necessary to provide moneys to pay Debt Service as it becomes due at stated maturity or by redemption. Each investment of moneys in the Rebate Fund shall mature or be redeemable at such time as may be necessary to make payments from the Rebate Fund as calculated by the Agency in accordance with the Tax Certificate.

The Agency may sell those investments and reinvest the proceeds therefrom in Investment Securities maturing or redeemable as aforesaid. The Agency shall sell or redeem investments credited to the Bond Fund to produce sufficient moneys applicable hereunder to and at the times required for the purposes of paying Debt Service when due as aforesaid, and shall do so without necessity for any order on behalf of the Agency and without restriction by reason of any order. An

investment made from moneys credited to the Costs of Issuance Fund, Bond Fund, or the Rebate Fund shall constitute part of that respective Fund. The Costs of Issuance Fund, Bond Fund, and the Rebate Fund shall be credited with all proceeds of sale and income from investment of moneys credited thereto. For purposes of this Bond Resolution, those investments shall be valued at face amount or market value, whichever is less.

SECTION 17: [RESERVED]

SECTION 18: 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 this Bond Resolution, and will faithfully satisfy, observe and perform all conditions, covenants and requirements of the Bonds and of this 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 this 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 this 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 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 Purchaser 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 persons. 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 18(I) hereof, the Agency will pay and discharge any taxes, service charges, assessments and other governmental charges which may hereafter be 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, and 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 18(J) and except for property currently owned by the City or the Agency 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 this 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 this Bond Resolution, shall comprise more than ten percent (10%) of the land area in the Revenue Allocation Area, the Agency shall obtain the prior written consent of the Purchaser as to the disposition and shall cause to be filed with the Purchaser a Consultant's Report on the effect of such proposed disposition. If the prior written consent of the Purchaser is obtained and 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 Agency, 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 Agency 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 Agency in lieu of taxes shall be treated as Pledged Revenues and shall be deposited by the Agency in the Revenue Allocation Fund to be available as Pledged Revenues for payment of the Bonds provided that the Agency first receives an opinion of Bond Counsel to the effect that the above payments will not jeopardize the exemption of interest on the Tax-Exempt Bonds from federal tax.

K. Amendment of Urban Renewal Plan. The Agency will not amend the Urban Renewal Plan except as provided in this Section 18(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, that does not overlap the Revenue Allocation Area (both of which are permitted hereunder), it shall cause to be filed with the Purchaser (a) the certificate of an Authorized Officer to the effect that in the current Fiscal Year the Pledged Revenues would have been no less than 175% of Maximum Annual Debt Service, with any property to be released from the Revenue Allocation Area removed from the incremental value for purposes of this calculation, and (b) a copy of a Consultant's Report projecting that the Pledged Revenues for the three (3) Fiscal Years immediately following the proposed amendment will be no less than 175% of Maximum Annual Debt Service, with any property to be released from the Revenue Allocation Area removed from the incremental value for purposes of this calculation. The Agency may undertake the proposed amendment only if the conditions under (a) and (b) of the previous sentence are met.

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

(2) The Agency shall annually, within 180 days after the close of each Fiscal Year, file with the Purchaser, and otherwise as provided by law, a copy of its complete annual audited financial statements for each Fiscal 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 receipt 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 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. In addition, the Agency shall provide the Purchaser with such other information as the Purchaser may reasonably request from time to time.

The Agency will notify the Purchaser promptly of any development that is likely to have a material and adverse effect (a) on the ability of the Agency to pay the Debt Service when due or (b) on the financial condition of the Agency generally.

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. Arbitrage; Special Tax Covenants. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bonds from federal income taxation.

The Agency hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the Agency which may be deemed to be proceeds of the Bonds pursuant to Section 148 of the Code which will cause the Bonds to be “arbitrage bonds” within the meaning of said Section. The Agency will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) throughout the term of the Bond.

The Agency hereby further covenants that it will comply with the registration requirements of Section 149(a) of the Code so long as any portion of the Bond is Outstanding.

The Agency hereby further covenants that it will not take any action or permit any action to be taken that would cause the Bond to constitute a “private activity bond” under Section 141 of the Code or to adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes and will take all actions required for interest on the Bond to be excluded from gross income for federal income tax purposes. The Agency hereby designates the Bond as a “qualified tax-exempt obligation(s)” under the provisions of Section 265(b) of the Code. The Agency does not expect that it and the City will issue tax-exempt obligations in an aggregate principal amount in excess of \$10,000,000 during calendar year 2015.

P. Private Person Use Limitation. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

The Agency covenants that so long as any portion of the Bond is Outstanding, it will not permit:

(a) More than 10% of the Net Proceeds of the Bond to be used for any Private Person Use; and

(b) More than 10% of the principal or interest payments on the Bond in a Bond Year to be (under the terms of this Bond Resolution or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be

used for any Private Person Use, or (ii) derived from payments (whether or not made to the Agency) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The Agency further covenants that, if:

(c) More than 5% of the Net Proceeds of the Bond is to be used for any Private Person Use; and

(d) More than 5% of the principal or interest payments on the Bond in a Bond Year are (under the terms of this Bond Resolution or any underlying arrangement) directly or indirectly: (i) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (ii) derived from payments (whether or not made to the Agency) in respect of property, or borrowed money, used or to be used for any Private Person Use;

then, (i) any Private Person Use of the Project described in subsection (c) hereof or Private Person Use payments described in subsection (d) hereof that is in excess of the 5% limitations described in such subsections (c) or (d) will be for a Private Person Use that is relating to the state or local governmental use or purpose of the Project, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bond used for the state or local governmental use portion of the Project to which the Private Person Use of such portion of the Project relates. The Agency further covenants that it will comply with any limitations on the use of the Project by other than state and local governmental users that are necessary, in the opinion of Bond Counsel, to preserve the tax exemption of the interest on the Tax-Exempt Bond.

Q. Private Loan Limitation. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

The Agency covenants that so long as any portion of the Bonds are Outstanding, it will not permit Bond proceeds in excess of 5% of the Net Proceeds of the Bond to be used (directly or indirectly) to make loans (other than loans that enable a borrower to finance a governmental tax assessment of general application for a specific essential governmental function) to a Private Person.

R. Federal Guaranty Prohibition. The Agency shall comply with the provisions of this Section unless, in the written opinion of Bond Counsel, such compliance is not required in order to maintain the exemption of the interest on the Bond from federal income taxation.

The Agency covenants that so long as any portion of the Bond is Outstanding, it will not take any action or permit or suffer any action to be taken if the result thereof would be to cause the Bond to be “federally guaranteed” within the meaning of Section 149(b) of the Code and any Regulations promulgated thereunder.

S. Opinions of Bond Counsel. Whenever an opinion of bond counsel is rendered in connection with any provision of this Bond Resolution (including, but not limited to, any modification of Sections 18(P), (Q), (R) and (S) above), unless such opinion is given by Bond Counsel, the opinion shall affirmatively state, in a manner acceptable to the Agency, that interest on the Bond is excluded from gross income for federal tax purposes and will remain so after the action in question. This Section shall apply in the same fashion with respect to the affirmative opinion of any such successor bond counsel.

T. Debt Service Coverage. The Agency agrees to use its best efforts to ensure that the Pledged Revenues in each Fiscal Year equal or exceed 150% of the sum of (a) Debt Service due during such Fiscal Year, and (b) principal and interest payments on any Prior Bonds and Additional Bonds due during such Fiscal Year. If the Pledged Revenues received in any Fiscal Year are less than one hundred fifty percent (150%) of such sum, the Agency shall promptly use its best efforts to cause the Pledged Revenues for collection in future Fiscal Years to include such additional amount as is necessary to make up any deficiency for previous Fiscal Years.

SECTION 19: 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 registered 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 or Bonds shall be surrendered for transfer, the Registrar shall authenticate and deliver to the transferee, in exchange therefor, a new fully registered Bonds of the same Maturity and interest rate, and for the Maximum Principal Amount of such Bonds 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 may also require the transferor and/or transferee of the Bonds to execute any documents in connection with such transfer as may be reasonably required by the Registrar.

SECTION 20: 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 21: 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, 19, and 20 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 Agency, 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 Owner 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 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 it if 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 22: ADDITIONAL BONDS. The Agency will not issue any obligations having a greater 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 Bonds and the Prior Bonds. For so long as any of the Bonds remain Outstanding, the Agency will not issue any obligations having an 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 Bonds and the Prior Bonds, except as follows:

A. The Agency reserves the right to issue Additional Bonds only for the purposes of:

First, providing money to pay for construction of a new urban renewal project in the Revenue Allocation Area, or

Second, refunding, as permitted by law, at or prior to their maturity, any outstanding revenue allocation bonds or outstanding revenue allocation bonds or other obligations payable out of Pledged Revenues,

and to pledge that payments will be made out of the Pledged Revenues and into the bond fund for such Additional Bonds to pay and secure the payment of the principal of and interest on such Additional Bonds on a parity with the payment required herein to be made out of such Pledged Revenues into such accounts to pay and secure the payment of the principal of and interest on any Additional Bonds then outstanding, upon compliance with the following conditions:

(1) At the time of issuance of any Additional Bonds there is no default under this Bond Resolution, or the Prior Bond Resolution and there is no deficiency in the Bond Fund or Reserve Fund for these Bonds or the Prior Bonds; and

(2) The principal of and interest on any Additional Bonds shall be payable out of the bond fund for such Additional Bonds and the requirements for the Bond Fund payments in Section 13 hereof as well as the requirements for the Prior Bond fund payments and in the Resolution for the Additional Bonds shall be met; and

(3) The resolution, which may be a supplemental resolution to this Resolution, authorizing such Additional Bonds shall contain the provisions for payment, security and deposits as set forth herein; and

(4) A deposit to the reserve fund for such Additional Bonds shall be made in an amount sufficient to bring the balance of the Reserve Fund, the reserve fund for the Prior Bonds and the reserve fund for such Additional Bonds equal to the Reserve Fund Requirement for the Bonds and Prior Bonds Outstanding, treating the Bonds, the Prior Bonds and such Additional Bonds as also Outstanding; and

(5) Prior to the issuance of the Additional Bonds, the Agency either: (a) certifies to the Purchaser that for the 12 months immediately preceding the issuance of the Additional Bonds, the available Revenue Allocation Revenues of the Agency were not less than 175% of the Maximum Annual Debt Service on Outstanding Bonds and the Prior Bonds and the projected Maximum Annual Debt Service on the Additional Bonds, treating the Additional Bonds as then Outstanding, or (b) furnishes the Purchaser with a copy of a Consultant's Report stating that the projected Revenue Allocation Revenues for each of the three (3) Fiscal Years following the proposed issuance of such Additional Bonds are expected to equal at least 175% of the Maximum Annual Debt Service on Outstanding Bonds including any Additional Bonds and the Prior Bonds.

B. 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 Resolution to be made out of such revenue into the Bond Fund to pay and secure the payment of the Bonds, the Prior Bonds and any Additional Bonds.

SECTION 23: 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 ordinance or resolution authorizing future notes, warrants or bonds in regard to matters or questions arising under such ordinances or resolutions as the Board may deem necessary or desirable and not inconsistent with such ordinances or resolutions and which shall not adversely affect, in any material respect, the interests of the Registered Owners of the Bonds.

Any such supplemental resolution may be adopted without the consent of the Purchaser.

B. With the written consent of the Purchaser, 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. No such supplemental resolution shall 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.

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 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 24: EVENTS OF DEFAULT.

A. Events of Default and Remedies. If one or more of the following events 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 the Prior Bonds when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise; or
- (2) if default shall be made in the due and punctual payment of any installment of interest on the Bonds or the Prior Bonds, when and as such interest installment shall become due and payable; or
- (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, the Bond Purchase Agreement or the Bonds contained, and such default shall continue for a period of thirty (30) days after written notice thereof to the Agency by the Purchaser; or
- (4) if judgment for the payment of money shall be rendered against the Agency, 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 of 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; or
- (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; or

(7) if there has been a material misrepresentation by the Agency in this Resolution, the Bond Purchase Agreement or the Bonds;

then the Purchaser may exercise any remedy available at law or in equity, including acceleration to the extent there are Pledged Revenues or other legally available revenues and including increasing the interest rate applicable to the Bonds to the Default Rate. No remedy shall be exclusive. The Purchaser may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default. If the Purchaser increases the interest rate to the Default Rate and the Agency subsequently cures all Events of Default, then the rate of interest applicable to each Bond shall decrease to the rate set forth in the Bond, effective on the date that written notice of such cure is received by the Purchaser.

SECTION 25: 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 26: VALIDITY OF BONDS. Pursuant to Sections 50-2027 and 50-2911, 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 this Bond Resolution or after the elapse of thirty (30) days from and after the effective date of this Bond Resolution.

SECTION 27: [RESERVED.]

SECTION 28. [RESERVED.]

SECTION 29. NOTICES. All notices to Bond Owners shall be given by telex, telegram, telecopier or other telecommunication device unless otherwise provided herein and confirmed in writing as soon as practicable if such Bond Owners have given appropriate information to the 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/Registrar

Urban Renewal Agency of the
City of Twin Falls, Idaho
321 Second Avenue East
Twin Falls, Idaho 83303-1907
Attention: Executive Director

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

SECTION 31. DEPOSIT OF FUNDS FOR PAYMENT OF BONDS. If the principal or redemption price of any Bonds becoming due, either at maturity or by call for redemption or otherwise, together with all interest accruing thereon to the due date, has been paid or provision therefor made in accordance with Section 17, all interest on such Bonds shall cease to accrue on the due date and all liability of the Agency with respect to such Bonds shall likewise cease, except as hereinafter provided. Thereafter the owners of such Bonds shall be restricted exclusively to the funds so deposited for any claim of whatsoever nature with respect to such Bonds, and the Agency shall hold such funds in trust for such owners.

Moneys so deposited with the Agency which remain unclaimed 2 years after the date payment thereof becomes due shall, if the Agency is not at the time in default with respect to any covenant in the Bonds contained, be paid to the Agency, subject to the unclaimed property laws of the State; and the owners of the Bonds for which the deposit was made shall thereafter be limited to a claim against the Agency or the State as applicable. With respect to that principal and interest on the Bonds to be paid from moneys paid to the Agency pursuant to the two preceding sentences, the Holders of the Bonds entitled to those moneys shall look solely to the Agency for the payment of those moneys.

SECTION 32. PUBLICATION OF NOTICE OF RESOLUTION. A notice of this Resolution substantially in the form set forth on Exhibit "F" hereof shall be published as soon as possible once in a newspaper of general circulation in the City.

SECTION 33. EFFECTIVE DATE. This Bond Resolution shall take effect immediately upon its adoption and approval.

(The remainder of this page intentionally left blank.)

PASSED by the Urban Renewal Agency of the City of Twin Falls, Idaho, on June 8, 2015.
Signed by the Chairman of the Board of Commissioners, and attested by the Secretary to the Board
of Commissioners, on June 8, 2015.

**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 an Resolution duly passed and adopted at a regular meeting of the Board of Commissioners of said Agency, duly and regularly held at the special meeting place thereof on June 8, 2015, 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 at 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 and affixed the official seal of said Agency on June 8, 2015.

Secretary

(S E A L)

EXHIBIT “A”

PROJECT DESCRIPTION

The Project consists of certain public facilities and improvements as described in the Agency’s Urban Renewal Plan for Urban Renewal Area No. 4, approved by the Twin Falls City Council by Ordinance No. 2579, as amended by the Amendment, including:

1. Replacement of water and sewer lines in the expanded area;
2. Repair and replacement of streets, streetlights, and curb/gutter/sidewalk in the expanded area;
3. Replacement of landscaping in the expanded area;
4. Construction of new public parking in the expanded area;
5. Construction of open spaces in the expanded area;
6. Acquisition of blighted properties for redevelopment in the expanded area; and
7. Other costs of eligible projects under the Urban Renewal Plan.

EXHIBIT "B"

No. R- _____

\$ _____

UNITED STATES OF AMERICA
STATE OF IDAHO
COUNTY OF TWIN FALLS

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO

REVENUE ALLOCATION BOND,
SERIES 2015C

MATURITY DATE:
August 1, 2022

DATED DATE:
_____, 2015

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") transferred from the Revenue Allocation Fund, created by Resolution No. 2015-3, adopted by the Board of Commissioners of the Agency on June 8, 2015 (the "Bond Resolution"), to

WASHINGTON FEDERAL

or registered assigns, on the Maturity Date specified above, the principal sum of up to

FIVE MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS

subject to the draw down provisions of the Bond Resolution, in annual payments on each August 1, beginning August 1, 2018, as set forth below:

<u>Payment Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
2018	\$877,000.00
2019	\$907,000.00
2020	\$939,000.00
2021	\$972,000.00
2022	\$1,805,000.00

And to pay interest accruing on the Outstanding Balance at the Variable Rate during the Variable Rate Period and at the Fixed Rate during the Fixed Rate Period from the aforesaid Bond Fund from _____, 2015, or the most recent date to which interest has been paid or duly provided for, payable commencing on August 1, 2015, and semiannually thereafter on each February 1 and August 1 until the date of maturity or prior redemption of this Bond.

Principal and interest shall be paid in coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts. Interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, except as provided in the Bond Resolution, be paid to the person in whose name this Bond is registered at the close of business on the Regular Record Date (as hereinafter defined) for such interest.

The principal or redemption price of and interest on this Bond shall be payable to the registered owner of this Bond at such owner's address as it appears on the Bond Register of the Bond Registrar. Upon final payment of principal of and interest on this Bond, the registered owner shall surrender this Bond for cancellation at the offices of the Agency, as Bond Registrar.

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 Bond is issuable under the Bond Resolution, issued in the principal amount of \$5,500,000 and issued for the purpose of funding certain urban renewal projects (the "Projects"). Capitalized terms used herein, and not otherwise defined, shall have the meanings set forth in the Bond Resolution. The Bond is a special obligation of the Agency, issued or to be issued under and to be secured and entitled equally and ratably to the protection given by the Bond Resolution.

This Bond is not a general obligation of the Agency, and its full faith and credit are not pledged for payment of the principal thereof and interest thereon. The Bond constitutes a prior lien and charge upon the Pledged Revenues on a parity with the Prior Bonds and any Additional Bonds.

This Bond is 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. The Bond is 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.

If an Event of Default as defined in the Bond Resolution occurs, the principal of all Bonds issued under the Bond Resolution and the Prior Bonds may become due and payable upon the conditions and in the manner and with the effect provided in the Bond Resolution.

Reference is made to the Bond Resolution for a more complete description of the Project, the provisions, among others, with respect to the nature and extent of the security for the Bond, the

rights, duties and obligations of the Agency and the Bondholders, and the terms and conditions upon which the Bond is issued and secured. All terms used herein with initial capitalization where the rules of grammar or contest do not otherwise require shall have the meanings as set forth in the Bond Resolution. Each Bondholder assents, by its acceptance hereof, to all of the provisions of the Bond Resolution.

The Bond is subject to optional redemption prior to its stated maturity on certain conditions, all as provided for in the Bond Resolution.

The Bond is issuable only as a fully registered bond with Draws, except for the first Draw and for a Draw for the remaining principal available under the Bond, in the denominations of \$100,000 and in any integral multiple of \$5,000 above \$100,000. This Bond is transferable by the registered owner hereof or his duly authorized attorney at the office of the Agency, as Bond Registrar, in the City of Twin Falls, Idaho, upon surrender of this Bond, accompanied by a duly executed instrument of transfer in form and with guaranty of signature satisfactory to the Bond Registrar, subject to such reasonable regulations as the Agency or the Bond Registrar may prescribe. Upon any such transfer a new Bond or Bonds in the same aggregate principal amount will be issued to the transferee. Except as set forth in this Bond and as otherwise provided in the Bond Resolution, the person in whose name this Bond is registered shall be deemed the owner hereof for all purposes, and the Agency and the Bond Registrar shall not be affected by any notice to the contrary.

The Bond Resolution permits certain amendments or supplements to the Bond Resolution not prejudicial to the Bondholder to be made without the consent of or notice to the Bondholder, and other amendments or supplements thereto to be made with the consent of the Bondholder.

The Bondholder has only those remedies provided in the Bond Resolution.

The Bond shall not constitute the personal obligation, either jointly or severally, of the commissioners of the Agency or of any other officer of the Agency.

The Agency has covenanted and agreed with the Registered Owner of this Bond that it will keep and perform all of the covenants of this Bond, the Bond Purchase Agreement, and 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.

The Agency has designated this Bond as a “qualified tax-exempt obligation” under Section 265 of the Code. This Bond is not a “private activity bond” within the meaning of Section 141 of the Code.

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 ordinances 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 _____, 2015.

**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: _____, 2015

This Bond is the Urban Renewal Agency of the City of Twin Falls, Idaho, Revenue Allocation Bond, Series 2015C, described in the within-mentioned Bond Resolution.

**URBAN RENEWAL AGENCY OF THE CITY
OF TWIN FALLS, IDAHO**, 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

ASSIGNMENT

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

SIGNATURE GUARANTEED BY:

Note: The signatures to this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever, and the signatures must be guaranteed by an eligible guarantor institution. Social Security Number, Taxpayer Identification Number or other Identifying Number of Assignee.

EXHIBIT “C”

BOND PURCHASE AGREEMENT

[Attached]

EXHIBIT “D”

COSTS OF ISSUANCE

Bond Counsel Fees.....	\$34,500
Purchaser Counsel Fee.....	\$7,000
Other expenses not to exceed.....	\$5,000

EXHIBIT “E”

INVESTMENT SECURITIES

“Investment Securities” means any of the following:

(1) 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 of the United States of America) or obligations the full and timely payment of the principal of and interest on which are fully guaranteed by the United States of America, including instruments evidencing an ownership interest in securities described in this clause (1);

(2) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following:

Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Government National Mortgage Association, Federal Home Loan Mortgage Corporation or Federal Housing Administration;

(3) repurchase agreements with an investment provider then rated as required for investment by the Agency under the Idaho Code, and fully secured by collateral security described in clause (1) or (2) of this definition, which collateral (a) is held by the Trustee or a third party agent during the term of such repurchase agreement, (b) is not subject to liens or claims of third parties and (c) has a market value (determined at least once every fourteen days) at least equal to the amount so invested;

(4) certificates of deposit of, or time deposits in, any bank (including the Purchaser) or savings and loan association (a) the debt obligations of which (or in the case of the principal bank of a bank holding company, the debt obligations of the bank holding company of which) have been rated as required for investment by the Agency under the Idaho Code and (b) which are fully insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or (c) which are secured at all times, in the manner and to the extent provided by law, by collateral security (described in clause (1) or (2) of this definition) of a market value (valued at least quarterly) of no less than the amount of money so invested; and

(5) shares in any investment company registered under the federal Investment Borrower Act of 1940 whose shares are registered under the federal Securities Act of 1933 and whose only investments are government securities described in clause (1) or (2) of this definition and repurchase agreements fully secured by government securities described in clause (1) or (2) of this definition and/or other obligations rated as required for investment by the Agency under the Idaho Code.

(6) Money market funds containing investments in any of the above Investment Securities, provided such money market fund bears a rating as provided for investment by the Agency under the Idaho Code.

(7) Any other investment that bears a rating permitted for investment by the Agency under the Idaho Code.

(The remainder of this page is intentionally left blank.)

EXHIBIT “F”

FORM OF NOTICE OF BOND RESOLUTION NO. 2015-3

Public notice is hereby given by the Urban Renewal Agency of the City of Twin Falls, Idaho (the “Agency”), that on June 8, 2015, the Board of Commissioners of the Agency approved and adopted Bond Resolution No. 2015-3 (the “Resolution”).

The Resolution authorizes the issuance of the Agency’s Revenue Allocation Bonds, Series 2015C (the “Bonds”), in the aggregate amount of up to \$5,500,000, subject to the draw down provisions of the Bond Resolution.

The Bonds are being issued to refund certain prior bonds of the Agency, provide 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 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, and moneys in the Revenue Allocation 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 or purchase Outstanding Bonds on the open market, 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, 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 June 8, 2015.

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 ____ day of _____, ____.

EXHIBIT "G"

FORM OF CERTIFICATE AS TO BOND PRICING TERMS AND RELATED MATTERS

The undersigned official of the Urban Renewal Agency of the City of Twin Falls, Idaho (the "Agency"), as a Delegated Officer, does hereby certify as follows (capitalized terms used herein and not defined have the meanings assigned to such terms in the Resolution, hereinafter defined):

1. The undersigned is familiar with the Bond Resolution of the Agency adopted on June 8, 2015 to authorize issuance of the Agency's Revenue Allocation Bond, Series 2015C (the "Bond") and related documents, which Bond is sold this date to Washington Federal (the "Purchaser") pursuant to the Bond Purchase Agreement dated _____, 2015, between the Agency and the Purchaser (the "Bond Purchase Agreement").

2. Section 7 of the Bond Resolution delegated to the undersigned, as a Delegated Officer, the power to make certain determinations on the date of sale of the Bond.

3. Pursuant to such delegation, the undersigned Delegated Officer hereby determines as follows:

- a. Details of the terms of the Bond including payment schedules are reflected in the final bond sale number schedules provided by the Purchaser this date, which schedules are attached as Exhibit A hereto.
- b. The rate of interest to be borne on the Outstanding Balance is the Variable Rate during the Variable Rate Period, and thereafter the Fixed Rate during the Fixed Rate Period. The interest rate to be borne by the Bond during the Variable Rate Period upon a Determination of Taxability is the Taxable Variable Rate. The interest rate to be borne by the Bond during the Fixed Rate Period upon a Determination of Taxability is the Taxable Fixed Rate. The initial rate of interest on the Bond does not exceed 1.85%.
- c. The principal amount of the Bond is \$5,500,000.
- d. The principal payment dates and the amount of principal of the Bond maturing in any particular year are reflected on the attached Exhibit A.
- e. The final maturity of the Bond is August 1, 2022.
- f. The Bond is sold at the purchase price of \$5,500,000, representing the principal amount thereof.
- g. The Bond is subject to optional redemption as follows:
_____.

- h. The amount of proceeds of the Bond to fund the Costs of Issuance is \$_____.
- i. The amount of the Reserve Fund Requirement is \$_____.

4. The undersigned Delegated Officer hereby certifies that the final terms and provisions of the Bond, as described above and in the attached Exhibit A , are consistent with, not in excess of, and no less favorable than, the terms set forth in Section 7 of the Bond Resolution and as approved by the Commissioners of the Agency.

5. The undersigned Delegated Officer has therefore caused to be executed and delivered the Bond Purchase Agreement and the Bond this date.

DATED: _____, 2015.

URBAN RENEWAL AGENCY OF THE CITY OF
TWIN FALLS, IDAHO

By: _____
Title: _____

EXHIBIT A

PRINCIPAL PAYMENT SCHEDULES

<u>Payment Date</u> <u>(August 1)</u>	<u>Principal</u> <u>Amount</u>
2018	\$877,000.00
2019	\$907,000.00
2020	\$939,000.00
2021	\$972,000.00
2022	\$1,805,000.00

BOND PURCHASE AGREEMENT

Washington Federal enters into this Bond Purchase Agreement with the Urban Renewal Agency of the City of Twin Falls, Idaho, upon the terms and conditions described below.

Section 1. Definitions.

For purposes of this Bond Purchase Agreement, the following capitalized terms shall have the following meanings, unless the context clearly requires otherwise:

“Agency” means the Urban Renewal Agency of the City of Twin Falls, Idaho.

“Agreement” means this Bond Purchase Agreement.

“Authorized Officer” means 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. The signature of one Authorized Officer shall be sufficient to bind the Agency.

“Bank” means Washington Federal, or its successors or assigns.

“Bond” means the Agency’s Revenue Allocation Refunding Bond, Series 2015C, evidencing the amount owed under this Agreement to the Bank, and in form consistent with the terms of this Agreement.

“Bond Counsel” means Skinner Fawcett LLP, Boise, Idaho.

“Business Day” has the meaning set forth in Section 1 of the Resolution.

“Closing” has the meaning set forth in Section 1 of the Resolution.

“Code” has the meaning set forth in Section 1 of the Resolution.

“Construction Fund” has the meaning set forth in Section 1 of the Resolution and which has been established as account no. _____ of the Agency with the Bank.

“Determination of Taxability” has the meaning set forth in Section 1 of the Resolution.

“Draw” means a loan to the Agency during the Variable Rate Period under this Agreement and the Bond.

“Draw Certificate” means the Agency’s certificate requesting a Draw, which shall be in substantially the form attached hereto as Exhibit A.

“Event of Default” means the declaration by the Bank of an event of default as a result of a determination by the Bank that any of the events of default specified in Section 24.A of the Resolution have occurred.

“Fixed Rate” means a fixed rate of interest per annum, as determined not more than five (5) Business Days prior to the beginning of the Fixed Rate Period in accordance with the proposal of the Bank to the Agency dated December 1, 2014.

“Fixed Rate Period” means the period beginning on the earlier of (i) the date on which the aggregate principal amount of the Bond has been drawn in full, or (ii) August 1, 2017, and ending on August 1, 2022.

“Interest Payment Date” has the meaning set forth in Section 1 of the Resolution.

“Law” means, collectively, 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.

“Outstanding Balance” means, at any time, the sum of all Draws, less the sum of all Bond principal repayments that have been received by the Bank.

“Prime Rate” means the variable rate of interest published from time to time as the Prime Rate in the printed or internet edition of *The Wall Street Journal*. For purposes of determining any interest rate that is based on the Prime Rate, the interest rate shall change on the effective date of any change in the Prime Rate.

“Project” has the meaning set forth in Section 1 of the Resolution.

“Resolution” means the Agency’s Resolution No. 2015-3 adopted June 8, 2015, authorizing the Bond.

“Security” has the meaning set forth in Section 1 of the Resolution.

“Taxable Fixed Rate” means a taxable fixed rate of interest per annum, as determined not more than five (5) Business Days prior to the beginning of the Fixed Rate Period in accordance with the proposal of the Bank to the Agency dated December 1, 2014.

“Taxable Variable Rate” means a variable rate of interest per annum equal to the Prime Rate, minus one percentage point (1.00%).

“Variable Rate” means a variable rate of interest per annum equal to 65% of the Prime Rate, minus sixty hundredths percentage points (0.60%).

“Variable Rate Period” means the period beginning on the date of Closing and ending on the earlier of (i) the date on which the aggregate principal amount of the Bond has been drawn in full, or (ii) August 1, 2017.

2. Recitals.

The Bank has expressed interest in purchasing the Bond pursuant to this Agreement and the Bond. The Agency has adopted the Resolution, which authorizes the Agency to execute and deliver this Agreement and the Bond in the aggregate principal amount of up to \$5,500,000 for the purpose of financing the Project.

3. Purchase Agreement; Draws; Interest Rates.

- 3.1 The Bank hereby agrees to advance Draws to the Agency during the Variable Rate Period under this Agreement, subject to the terms and conditions contained in this Agreement and the Bond, in a maximum aggregate principal amount of \$5,500,000.00. The Bank shall advance Draws made during the Variable Rate Period within two (2) Business Days after the Agency delivers to the Bank a Draw Certificate.
- 3.2 The Authorized Officer may deliver to the Bank a maximum of one Draw request in each calendar month, provided that each Draw request shall be in an amount of \$100,000.00 or more, except for the first Draw and for a Draw for the remaining available principal under the Bond. Each Draw request shall be in substantially the form attached hereto as Exhibit A, with the information and certifications shown in Exhibit A.

- 3.3 The Bank will deposit the proceeds of all Draws into the Construction Fund. The Agency agrees to maintain the Construction Fund in good order until the Bond is paid. The Construction Fund will be subject to the Bank’s published schedule of fees applicable to business and government clients, as such fees may change from time to time.
- 3.4 The Agency may not deliver any Draw requests after the Variable Rate Period. Any portion of the maximum aggregate Bond principal amount of \$5,500,000.00 for which the Agency has not submitted a Draw request for disbursement prior to the end of the Variable Rate Period will be applied by the Bank as follows, effective as of the first day of the Fixed Rate Period: the schedule of principal payments in Section 3.7 of this Agreement shall be recomputed by the Bank such that the last principal payments shall be reduced in inverse order of maturity by the undrawn amount of Bond principal and the term of such principal payments shall be shortened.
- 3.5 During the Variable Rate Period, the Outstanding Balance shall bear interest at the Variable Rate. Effective on the first day of the Fixed Rate Period, the interest rate applicable to the Outstanding Balance shall convert to the Fixed Rate, and the Outstanding Balance shall bear interest at the Fixed Rate during the Fixed Rate Period.
- 3.6 Interest shall be calculated on a 30/360 day basis, shall begin to accrue on the date of the first Draw, and shall be paid on each Interest Payment Date.
- 3.7 The Agency will repay the principal amount of the Bond by making payments on August 1 of each year, beginning August 1, 2018, in accordance with the following table:

Payment Date (August 1)	Principal Amount
2018	\$877,000.00
2019	\$907,000.00
2020	\$939,000.00
2021	\$972,000.00
2022	\$1,805,000.00

- 3.8 All principal of the Bond, plus accrued interest, shall be paid no later than August 1, 2022.
- 3.9 Any payment by the Agency to the Bank shall be applied first to pay accrued interest, and second to pay Bond principal.
- 3.10 In the event of a Determination of Taxability during the Variable Rate Period, the Bank may increase the interest rate applicable to the Outstanding Balance to the Taxable Variable Rate, retroactive to the date when interest was determined to have been includable in the Bank’s gross income under the Code pursuant to such Determination of Taxability. In the event of a Determination of Taxability during the Fixed Rate Period, the Bank may increase the interest rate applicable to the Outstanding Balance to the Taxable Fixed Rate, retroactive to the date when interest was determined to have been includable in the Bank’s gross income under the Code pursuant to such Determination of Taxability. In the event of a Determination of Taxability, the Agency agrees to reimburse the Bank for any resulting penalties and interest assessed by any governmental authority.

4. Prepayment.

- 4.1 During the Variable Rate Period, the Bond may be prepaid at the election of the Agency in any amount of \$100,000 or more on any Business Day, without premium, upon two (2) Business Days' prior written notice to the Bank.
- 4.2 During the Fixed Rate Period, the Bond may be prepaid at the election of the Agency in any amount of \$100,000.00 or more on August 1, 2018 and on any Business Day thereafter, upon thirty (30) days' prior written notice to the Bank; provided, that the Agency shall reimburse the Bank for any reasonable, resulting loss or expense incurred by the Bank, including without limitation any reasonable loss or expense incurred in obtaining, liquidating, or reemploying deposits from third parties. A statement of the amount of that reasonable loss or expense, prepared in good faith and in reasonable detail by the Bank and submitted by the Bank to the Agency, shall be conclusive and binding for all purposes absent manifest error in computation. The Bank's calculation of any amounts payable upon prepayment shall be based on the assumption that the Bank actually funded the Bond through deposits or other funds acquired from third parties for such purpose; however, the Bank shall not be obligated to fund the Bond through such deposits or other funds acquired from third parties, but may fund the Bond through any available resources.
- 4.3 Prepayments by the Agency to the Bank pursuant to Section 4.1 and 4.2 of this Agreement shall be applied first to pay accrued interest, and second to pay Bond principal. Upon a partial prepayment by the Agency to the Bank, the schedule of principal payments in Section 3.7 of this Agreement shall be recomputed by the Bank such that the prepayment of principal of the Bond shall be applied to the last principal payments in inverse order of maturity and the term of such principal payments shall be shortened.

5. Security.

The Bonds are secured by the Security.

6. Deposit and Use of Bond Proceeds.

The proceeds of the Bond deposited to the Construction Fund will be used by the Agency to pay for the costs of the Project pursuant to the Resolution. All proceeds of the Bond shall be deposited and expended by the Agency in accordance with the Resolution and the tax certificate of the Agency executed in connection with the issuance of the Bond.

7. Default.

If an Event of Default occurs, the Bank may exercise any remedy available at law or in equity (excluding acceleration), and may at its election increase the interest rate of the Bond to a floating rate equal to three percentage points (3.00%) in excess of the Prime Rate. No remedy shall be exclusive. The Bank may waive any Event of Default, but no such waiver shall extend to a subsequent Event of Default.

8. Fees, Costs and Expenses.

- 8.1 If, due to the Agency's actions or failure to act, the Bank incurs any expenses in connection with enforcing this Agreement, or if the Bank takes collection action under this Agreement, the Agency shall pay to the Bank, on demand, the Bank's reasonable

costs and attorneys' fees, whether at trial, on appeal or otherwise, including any allocated costs of in-house counsel.

- 8.2 The Agency shall pay the fees and costs of Bond Counsel, and any other expenses and costs which the Agency incurs in connection with this Agreement. The Agency shall pay all of the Bank's attorney fees related to this Agreement.

9. Representations, Warranties and Agreements of the Agency.

By executing this Agreement in the space provided below, the Agency represents and warrants to, and agrees with the Bank that:

- 9.1 The Agency is duly created and existing under the laws of the State of Idaho, has all necessary power and authority to enter into this Agreement and perform its duties under the Resolution and this Agreement, and that the Resolution, this Agreement, and the Bond will constitute legal, valid and binding obligations of the Agency which are enforceable in accordance with their terms.
- 9.2 The acceptance of this Agreement, the adoption of the Resolution and the execution and delivery of the Bond will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, ordinance, resolution or other agreement to which the Agency is a party or by which it is bound.
- 9.3 There is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the Agency, threatened against the Agency to restrain or enjoin the acceptance of this Agreement, the adoption of the Resolution or the execution and delivery of the Bond, or the collection and application of the funds as contemplated by the Resolution and this Agreement, which, in the reasonable judgment of the Agency, would have a material and adverse effect on the ability of the Agency to pay the amounts due under this Agreement and the Bond.
- 9.4 To the extent permitted by law, the Agency agrees to indemnify and hold harmless the Bank and all of its agents and employees against any and all losses, claims, damages, liabilities and expenses arising out of any statement made by the Agency to the Bank, its agents or employees that relates to this Agreement or the Bond, and that is untrue or incorrect in any material respect, or arising out of an Event of Default.

Section 10. Conditions to the Obligations of the Bank.

- 10.1 The Bank may at any time refuse to advance funds under the Bond if there has occurred one of the following events:
- 10.1.1 a declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity relating to the effective operation of the government or the financial community of the United States; or
- 10.1.2 a declaration of a general banking moratorium by federal, New York, or Idaho authorities, or the general suspension of trading on any national securities exchange.

- 10.2 The Bank shall not be obligated to advance any funds to the Agency under the Bond:
- 10.2.1 unless, on or prior to Closing, the Bank shall have received:
- 10.2.1.1 a certified copy of the duly authorized Resolution, and a signed original of this Agreement and the Bond;
- 10.2.1.2 an opinion of Bond Counsel to the effect that:
- 10.2.1.2.1 the Resolution, this Agreement and the Bond are and will be valid and legally binding obligations of the Agency, enforceable against the Agency in accordance with their terms, except to the extent that enforceability may be limited by or rendered ineffective by (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally; (ii) the application of equitable principles and the exercise of judicial discretion in appropriate cases; (iii) common law and statutes affecting the enforceability of contractual obligations generally; and (iv) principles of public policy concerning, affecting or limiting the enforcement of rights or remedies against governmental entities such as the Agency,
- 10.2.1.2.2 the interest payable on the Bond is excludable from gross income under the Code,
- 10.2.1.2.3 the Bond is not a "private activity bond" within the meaning of Section 141 of the Code, and
- 10.2.1.2.4 the Bond has been designated by the Agency as a qualified tax-exempt obligation under Section 265(b)(3)(B) of the Code;
- 10.2.1.3 the certificate of an Authorized Officer to the effect that:
- 10.2.1.3.1 there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental body pending or, to the best of the knowledge of the Agency, threatened against the Agency to restrain or enjoin the adoption of the Resolution or the execution and delivery of this Agreement and the Bond, or the collection and application of funds as contemplated by the Resolution, this Agreement and the Bond, that, in the reasonable judgment of the Agency, would have a material and adverse effect on the ability of the Agency to pay the amounts due under this Agreement and the Bonds, and
- 10.2.1.3.2 the adoption of the Resolution and the execution and delivery of this Agreement and the Bond do not and will not conflict in any material respect with, or constitute a material breach of or default under, any law, charter provision, court decree, administrative regulation, ordinance, resolution or other agreement to which the Agency is a party or by which it is bound; and

- 10.2.1.4 such additional legal opinions, certificates, proceedings, instruments, or other documents as the Bank or the Agency's Bond Counsel may reasonably request to evidence compliance by the Agency with the legal requirements for execution and delivery of this Agreement and the Bond and the due performance or satisfaction by the Agency of all agreements then to be performed and all conditions then to be satisfied by the Agency.
- 10.2.2 if the Bank reasonably determines that:
 - 10.2.2.1 the representations and warranties of the Agency in this Agreement, the Resolution or a Draw Certificate were untrue in any material respect when made, or have become untrue; or
 - 10.2.2.2 the Agency has breached any of its obligations under the Resolution, this Agreement or the Bond.

Section 11. Notices.

Any notices required to be given pursuant to this Agreement shall be given to the following addresses:

Agency: Urban Renewal Agency of the City of Twin Falls
321 2nd Avenue East
Twin Falls, ID 83301
Attn: Executive Director

Bank: Washington Federal
5665 Meadows Road, Suite 300
Lake Oswego, OR 97035
Attn: Government Banking

Section 12. Assignment; Survival; Agreement Constitutes Contract.

- 12.1 This Agreement shall be binding upon and shall inure to the benefit of the Agency and the Bank and their respective successors and assigns. The Agency agrees that it may not assign this Agreement without the Bank's prior written consent. The Bank may not transfer the Bond unless (i) the Bank's corporate name is changed and the transfer is necessary to reflect such change; or (ii) the transferee is a successor in interest of the Bank by means of a corporate merger, an exchange of stock, or a sale of assets. All representations, warranties, and agreements contained in this Agreement shall survive the execution, delivery and payment of the Bond.
- 12.2 This Agreement and the Bond shall constitute a contract between the Agency and the Bank. The Bank's extension of credit hereunder is expressly made in reliance on such contract.

Section 13. Applicable Law.

This Agreement shall be governed and interpreted in accordance with the laws of the State of Idaho.

Section 14. Severability and Waivers.

If any part of this Agreement is not enforceable, the rest of the Agreement may be enforced. The Bank retains all rights, even if it makes a loan after default. If the Bank waives a default, it may enforce a later default. Any consent or waiver under this Agreement must be in writing.

Section 15. Counterparts.

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

Section 16. Waiver of Jury Trial.

To the extent permitted by applicable law, each of the parties waives any right to have a jury participate in resolving any dispute, whether sounding in contract, tort, or otherwise between the parties arising out of, connected with, related to, or incidental to the relationship between any of them in connection with this Agreement or the transactions contemplated hereby. Instead, any such dispute resolved in court will be resolved in a bench trial without a jury.

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DATED as of July ___, 2015.

WASHINGTON FEDERAL

By: _____
Authorized Officer

URBAN RENEWAL AGENCY OF THE CITY OF
TWIN FALLS, IDAHO

By: _____
Authorized Officer

Exhibit A

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO
BOND PURCHASE AGREEMENT
DRAW CERTIFICATE NO. ____

TO: Washington Federal
Government Banking
5665 Meadows Road, Suite 300
Lake Oswego, OR 97035

On behalf of the Urban Renewal Agency of the City of Twin Falls (the Agency”),
I hereby certify that:

1. I am the Authorized Officer of the Agency, and I am authorized to request
this Draw under the Bond Purchase Agreement, which is dated as of July ____, 2015 (the
“Agreement”), and to make the representations on behalf of the Agency set forth herein.

2. The aggregate amount of this Draw is \$_____, of which
\$_____ is to be deposited to the Construction Fund (Washington Federal Account No.
_____), and

\$_____ is to be deposited to the Debt Service Reserve Fund (Washington Federal Account
No. _____).

Kindly disburse the proceeds of this Draw on _____, 20__.

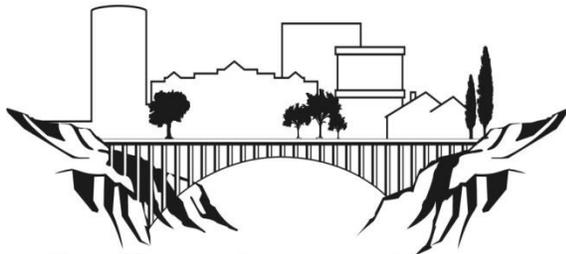
3. Proceeds of this Draw deposited to the Construction Fund will be
expended for the Project (as defined in the Agreement).

4. The Agency is not in breach of any promise or covenant in the Agreement,
the Resolution or the Bond. The representations of the Agency in Section 9 of the Agreement
are true and correct on this date.

Dated this ___ day of _____, 20__.

URBAN RENEWAL AGENCY OF THE CITY OF
TWIN FALLS, IDAHO

By: _____
Authorized Officer



**THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS**

Date: June 8, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Jason Brown, Environmental Engineer

Request:

Consideration of a request to award the contract for construction of the Eldridge Ave. Sewer Improvement Project associated with the Clif Bar Project to Titan Technologies for \$260,010.00.

Background:

As part of the development agreement dated 17 October 2013 it was agreed upon to improve the sewer line to support the Clif Bar baking facility. This consideration is to upsize the sewer line servicing Clif Bar.

Two contractors supplied bids to Staff on May 26, 2015. The low qualified bid was submitted by Titan Technologies for a total of \$260,010.00. The engineering estimate was \$361,630.00.

Approval Process:

A quorum of the Board may approve to authorize the TFURA Chairman to enter into an agreement with Titan Technologies for a total of \$260,010.00 in a public meeting. This includes the notice of award and the signed agreement between both parties.

Budget Impact:

The cost of \$260,010.00 is for the upsizing of the sewer line servicing Clif Bar. The funds will come from Clif Bar through the Line of Credit.

Conclusion:

Staff recommends the Board approve this contract.

Attachments:

Notice of Award

Riedesel Engineering Letter of Recommendation with Bid Tabulation

NOTICE OF AWARD

Date of Issuance: _____
Owner: Urban Renewal Agency of the City of Twin Falls, Idaho Owner's Contract No.: _____
Engineer: Riedesel Engineering, Inc. Engineer's Project No.: 2348
Project: Eldridge Ave. Sewer Improvements Contract Name: _____
Bidder: Titan Technologies
Bidder's Address: 5717 W Albatross Street Boise, ID 83705

TO BIDDER:

You are notified that Owner has accepted your Bid dated [May 26, 2015] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Eldridge Avenue Sewer Improvements Project
[describe Work, alternates, or sections of Work awarded]

The Contract Price of the awarded Contract is: \$ 260,010.00

[5] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner [5] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*Bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

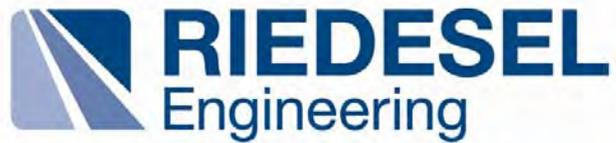
Owner: Urban Renewal Agency of the City of Twin Falls, Idaho

Authorized Signature

By: _____

Title: _____

Copy: Engineer



May 27, 2015

Jason Brown
City of Twin Falls, Idaho
321 2nd Ave. East
Twin Falls, ID 83301

Re: Bid Results for the Construction Contract for “Eldridge Avenue Sewer Improvement Project.”

Dear Mr. Brown:

It is my pleasure to present to you the results of the May 26, 2015 bid opening for “Eldridge Avenue Sewer Improvements Project.” The project received bids from two contractors.

As is customary with all Recommendations of Award, Riedesel Engineering reviewed the bids for errors and completeness of contract items. It is our opinion that the lowest responsible bidder is Titan Technologies with a base bid of \$236,910.00 plus add alternate #1 of \$23,100.00 for a total bid of \$260,010.00 Attached is the complete bid abstract.

Therefore, Riedesel Engineering recommends that the Twin Falls City Council award the contract for the construction of “Eldridge Avenue Sewer Improvement Project” to Titan Technologies in the amount of \$260,010.00 and issue a Notice of Award as soon as possible.

Sincerely,

A handwritten signature in blue ink that reads "Andrew Kimmel".

Andrew Kimmel, P.E.
Office Manager

Attachments: Bid Abstract
Notice of Award

202 Falls Avenue
Twin Falls, ID 83301
208/733-2446
Fax 208/734-2748

850 E. Franklin Rd., #403
Meridian, ID 83642
208/898-9165
Fax 208/734-2748

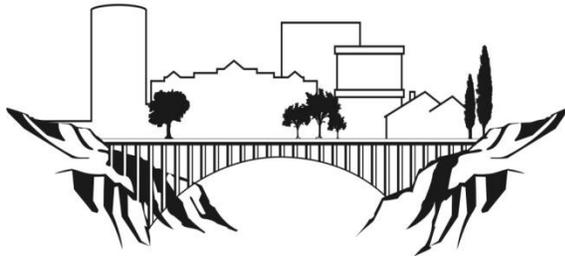
77 Southway, Suite C
Lewiston, ID 83501
208/743-3818
Fax 208/743-3819

1845 Terminal Dr., # 150
Richland, WA 99352
509/946-3559
Fax 509/946-3554

Eldridge Ave Sewer Improvments Project - BID ABSTRACT May 26, 2015

No.	Meas. & Pmt. Reference	Item	Quantity	Unit	Engineer's Estimate		Titan Technologies		Cascade Pipeline	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Base Bid										
1	ISPWC 2010.4.1.A.1	Mobilization	1	ls	\$25,000.00	\$ 25,000.00	\$ 19,000.00	\$ 19,000.00	\$ 24,000.00	\$ 24,000.00
2	ISPWC 510.4.1.B.1	Pipe Burst 12" HDPE SDR 17 through 8" Pipe	3250	lf	\$75.00	\$ 243,750.00	\$ 54.00	\$ 175,500.00	\$ 54.00	\$ 175,500.00
3	ISPWC 501.4.1.B.1	Gravity Sewer Pipe 15" PVC SDR 35	48	lf	\$60.00	\$ 2,880.00	\$ 245.00	\$ 11,760.00	\$ 150.00	\$ 7,200.00
4	ISPWC 504.4.1.D.1	Sewer Service Connection to Main	1	ea	\$1,000.00	\$ 1,000.00	\$ 3,200.00	\$ 3,200.00	\$ 1,050.00	\$ 1,050.00
5	ISPWC 504.4.1.A.1	Sewer Service Line -Size 4"	10	lf	\$50.00	\$ 500.00	\$ 95.00	\$ 950.00	\$ 50.00	\$ 500.00
6	ISPWC 502.4.1.F.1	Connect to Exisitng Sanitary Sewer Manhole -	20	ea	\$2,000.00	\$ 40,000.00	\$ 1,185.00	\$ 23,700.00	\$ 2,900.00	\$ 58,000.00
7	ISPWC 509.4.1.E.1	ByPass Pumping	1	ls	\$10,000.00	\$ 10,000.00	\$ 2,800.00	\$ 2,800.00	\$ 6,000.00	\$ 6,000.00
Add Alternate #1										
	AD 600	Sealing Subterranean Structures	11	ea	\$ 3,500.00	\$ 38,500.00	\$ 2,100.00	\$ 23,100.00	\$ 2,300.00	\$ 25,300.00
Base Bid Total						\$ 323,130.00		\$ 236,910.00		\$ 272,250.00
Add Alternate Total						\$ 38,500.00		\$ 23,100.00		\$ 25,300.00
TOTAL						\$ 361,630.00	TOTAL	\$ 260,010.00	TOTAL	\$ 297,550.00





THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

Date: June 8, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Jesse Schuerman, URA Staff Engineer

Request:

Consideration of a request to award a contract to JUB Engineers for \$827,613 for the design/engineering/construction management of the Main Avenue project – alley utilities phase.

Background:

So that we can continue moving forward with the Main Avenue project, City Engineering and URA Staff determined it would be beneficial to split off the alley utility improvement design from the Main Avenue Project improvements.

In April, staff selected four prequalified engineering firms, from the 2014 Twin Falls RFQ, to produce job specific experience for the design and construction oversight of utilities within downtown environments. A selection committee including staff from Public Works, City Engineering, the URA, and the Utility Coordination Committee, graded each RFI and selected JUB Engineers, Inc. as the most qualified firm from the submittals.

Engineering staff worked with JUB Engineers to develop the project scope for the alley phase.

In December 2014 the alley utility phase construction costs were estimated at ~\$5,000,000 which included design, engineering, bidding, and construction management. Actual construction costs were estimated at \$4,039,000. So, the alley phase still comes below \$5,000,000, even with adding in some elements in this phase that would have been part of the Main Ave phase of the whole project.

Spread throughout several of the categories are the costs for stakeholder and community outreach. That will be a significant part of this phase. Otak and JUB staff will jointly be responsible for that outreach.

Below is a breakdown of those engineering costs and what those dollars will pay for.

The categories for the costs are:

1. Utility design, bidding, and construction management	\$619,677
2. Coordination, permitting, and easements + management reserve	\$ 84,510
3. Lighting & electrical design	\$ 61,031
4. Contribution toward the Main Ave design phase	<u>\$ 62,395</u>
Total	\$827,613

Attached is the agreement with the scope. Within the scope are inclusions that bring additional value to this phase which are the specifics toward contribution to the Main Ave design. Following is some background information considering this work and costs associated with it:

1. Some cost effective measures are included in this proposal which will be needed for Main Avenue improvements.
 - a. Storm water investigation and design include Main Avenue and surrounding area's needed to determine proper sizing of mainline pipe.
 - b. Geotechnical investigations include earth investigations for Main Avenue.
 - c. Roadway cross-section determinations should spawn from the properties found from geotechnical investigation; therefore it makes sense to determine backfill and base materials to support finished surfaces in Main Avenue.
 - d. The aged infrastructure and unknowns within narrow rights of way justify using ground penetrating radar (GPR) to eliminate many expected unknowns. This enables the project to identify potential underground conflicts within inches. If we are using this technology to determine unknowns within alleyways it makes sense to utilize this, and update drawings for Main Avenue also, considering mobilization costs and the similar underground unknowns within Main Avenue.
2. The lighting and electrical design/construction engineering is included for the Alleyways within this scope.

If the agreement is approved today, the contract time period is expected to run from now until substantial completion which is expected to be October 2016. Final design is expected to be complete in December 2015, bidding to take place in January 2016, and construction to begin in Spring 2016.

Approval Process:

Approval by a majority of the Board in open meeting would authorize the URA chairman to sign the attached agreement and allow URA staff to issue a notice to proceed to JUB Engineers, Inc.

Budget Impact:

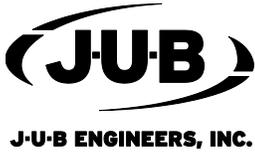
A cost of \$827,613 for utility design and construction engineering services. The amount is available within RAA 4-1 for this project.

Conclusion:

Staff recommends the board approve the agreement with JUB Engineers.

Attachments:

JUB Engineers, Inc. Agreement for Professional Services
Labor Estimate Summary



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

J-U-B Project No.: 60-15-054
 J-U-B Project Manager: Gary Haderlie

This Agreement entered into and effective this 8th day of June 2015, between Twin Falls Urban Renewal Agency, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Reconstruct utilities in the Twin Falls Main Avenue area hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: See Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Jesse Schuerman</u>	Work telephone	<u>208-735-7252</u>
	Address	<u>324 Hansen Street East</u>	Home/cell phone	<u></u>
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u>208-736-2293</u>
		<u></u>	E-mail address	<u>jschuerman@tfid.org</u>

For J-U-B:

1.	Name	<u>Gary Haderlie, P.E.</u>	Work telephone	<u>208-733-2414</u>
	Address	<u>115 Northstar Avenue</u>	Cell phone	<u>208-308-4677</u>
		<u>Twin Falls, Idaho 83301</u>	FAX telephone	<u>208-733-9455</u>
		<u></u>	E-mail address	<u>ghaderlie@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B (“Services”)

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

J-U-B’s services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B’s control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B’s standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): See Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

Yes *Management Reserve Fund.* If “YES”, the CLIENT will establish a management reserve fund of \$See Attachment 1 to provide the CLIENT’s Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If “YES”, the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered “Additional Services” and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: Twin Falls 2015 Main Avenue Utilities

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
Twin Falls Urban Renewal Agency

J-U-B ENGINEERS, Inc.:
115 Northstar Avenue

NAME
324 Hansen Street East

STREET
Twin Falls, Idaho 83301

STREET
Twin Falls, Idaho 83301

CITY / STATE / ZIP CODE

CITY / STATE / ZIP CODE

BY (Signature)
Robert E. Hegstrom, Area Manager

BY (Signature)
Leon E. Smith, Chairman

NAME / TITLE

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- Attachment 1** – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2** – Special Provisions
- Standard Exhibit A** – Construction Phase Services

BY (Signature)

ADDITIONAL NAME / TITLE

REV: 1/15

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.

TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A** – Construction Phase Services is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

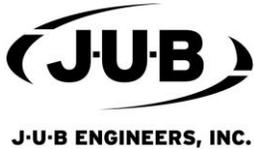
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



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

Attachment 1 – Scope of Services and / or Schedule and / or Basis of Fee

Client Name: Twin Falls Urban Renewal Agency

Project: Twin Falls Main Avenue Utilities

The Agreement for Professional Services dated 8 June 2015 is amended and supplemented to include the following provisions regarding the Scope of Services, and/or Schedule of Services, and/or the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT UNDERSTANDING

This Scope of Services includes administration, geotechnical analysis, further underground investigation with ground penetrating radar (GPR), stormwater runoff investigation, utility final design, bidding, construction engineering services, continued public outreach, private utility and agency coordination for the installation of utilities in the downtown area as well as environmental document preparation and grant funding support for the above and below ground infrastructure improvements. Specifically:

- City utilities that will be designed include stormwater, sewer, water mains, streetlights, electrical conduit, and fiber optic.
- Private utilities that will require coordination and potential relocation include Idaho Power, Centurylink, PMT, Intermountain Gas, and Cableone. It is assumed that private utilities will design and replace their own conduits, pipe, conductors, and services.
- Based on the preliminary design, approximately 6,500 feet of 12" water main will be replaced in the alleyways adjacent to Main Avenue between Fairfield Street and Ketchum Street, on Ketchum Street from the Main Avenue to the alleyways adjacent to Main Avenue, and on Main Avenue from Ketchum Street to Liberty Street.
- Approximately 6,000 feet of 8" and 12" sanitary sewer will be replaced and/or rehabilitated between Fairfield Street and Ketchum Street, and on Shoshone Street between the two alleyways adjacent to Main Avenue.
- Capacity analysis to determine flows and pipe sizes for the stormwater system draining from the Main Avenue and adjacent alleyway areas to 2nd Avenue North/East assuming a water surface elevation in the downstream system. However, this scope only includes the layout, configuration, and detailed design for the the stormwater system within the alleyways.
- This scope includes designing the lighting and electrical system in the alleyways. Lighting style will be based on the final preliminary design concept.
- Regarding irrigation, this scope only includes the major irrigation hookup connections for Main Avenue and alleyway and not all of the irrigation piping and destinations from the connection and associated with the not yet finalized streetscape conditions.
- This scope includes coordination for final surface repair design features.
- This scope includes agency and utility coordination and support to prepare any necessary easements.
- Public outreach support during design will include regular discussions with CLIENT, three project advisory committee meetings, block by block meetings at 90% design, meetings with each building and tenant owner to discuss particular construction concerns for maintaining service. During construction a meeting is anticipated to introduce the selected contractor, discuss project schedule and concerns, followed up by regular weekly or bi-weekly meeting with building owners/ and tenants during construction. Up to three project advisory meeting may also be held during construction progress to discuss overall concerns and project approach. Web updates will also be provided as design and construction progresses.
- Subconsultants working with J-U-B to complete this work include AEI Engineering Inc. for electrical and lighting work, American Geotechnics for Geotechnical and GPR work, and Otak for some continued public outreach and website updates.

Items *not* included in this scope:

- This scope does not include design of the permanent surface repair treatment in the alleyways; final design of Main Avenue; final design of connecting cross streets; design for 2nd Avenue pedestrian crossings; and design of the new public gathering and fountain area.
- This scope does not include design within *Main Avenue* or the cross streets for stormwater, lighting, electrical connections, pedestrian crossing lights, irrigation piping, or public art.
- This scope does not include any landscape design, irrigation design excepting at major connection locations.
- This scope does not include tree design in the alleyways, cross streets, or Main Avenue.

- This scope does not include any parking lot area work, excepting for any temporary measures to accommodate temporary garbage pickup locations.
- This scope does not include reorganizing and consolidating permanent trash container pickup locations, which will be designed with final surface repair features.
- This scope also does not include additional funding requirements necessary to administer a contract in accordance with federal grant requirements.
- This scope does not include coordination with Intermountain Gas for a new dedicated gas line directly in Main Avenue that they would like the City to consider.
- This scope does not include the water main that has been considered in Shoshone Street to replace the small water mains parallel to Shoshone St.
- This scope does not include structural components for underground or surface repair features with the exception of water main restraint structural requirements and lighting foundation requirements.

These items as well as bidding, construction engineering, continued public outreach for these items, and funding and agency coordination for these items could be added as part of an additional services agreement or as part of a new contract.

PART 1 - SCOPE OF SERVICES

- A. **Basic Services** - J-U-B's Basic Services under this Agreement are limited to the following tasks. CLIENT reserves the right to add subsequent phases or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

1. Task 001 – Project Administration and Client Meetings

- Provide updates on tasks, schedule, budget, invoices and other issues to the CLIENT.
- Attend, lead and participate in progress meetings with the CLIENT (assume 6).
- Project internal meeting and coordination
- General project administration and coordination.
- Maintain utility construction status information on project website (assume 20 updates during construction)
- This includes up to 2 hours of weekly coordination and outreach meetings with the CLIENT and building owners/tenants or others.

2. Task 002 – Geotechnical Evaluation and Underground Investigation

- Perform a geotechnical evaluation to understand the soils and determine pavement sections for the alleyways, cross streets, and Main Avenue.
 - Attend one kick-off meeting with the geotechnical engineers and drillers to review the project scope and plan for the geotechnical work.
 - Testhole locations will include potholing and preparing analysis of existing soils.
 - Survey the testhole locations for inclusion in the design drawings.
 - Perform pavement evaluation based on previous experience in Twin Falls, existing soil type, and anticipated traffic loading within the alleyways and Main Avenue.
 - Perform additional evaluation for public plaza building.
 - Prepare geotechnical engineering report of the field investigation and provide recommendations for construction of the new roadway, and foundation and soil limits for the public plaza area.
- Perform an underground investigation using GPR:
 - Complete GPR investigation on both sides of Main Avenue to determine underground basements, coalshoots or openings under the sidewalks.
 - Approximate locations for investigation are anticipated at 20' or more frequently to correspond to various potential building basements and coalshoots.

- (ii) Complete GPR investigation in alleyways for each of the utilities to better determine depths and locations of underground features based on the topographic survey and digline marks already acquired. (Assume 15 days of investigation)
 - i. J-U-B will provide maps for initial utility location.
 - ii. GPR is initially assumed to be completed for the public/private utilities within the alleyways, cross streets, and Main Avenue between Fairfield St. and Liberty St.
 - iii. Additional unknown underground features will also be noted if they are identified during this investigation. This will include things such as tunnels or older abandoned utilities.
 - iv. Depths and locations will be further refined every 20-50 feet based on the initial surveyed digline locate marks. If discrepancies exist a more frequent investigation will be completed.
 - v. If bedrock can be identified by the GPR it will also be noted.
- (iii) J-U-B will log the updated GPR locations and depths with survey.
- (iv) J-U-B will process the survey data to prepare for drawing updates.
- c. Deliverables
 - (i) Geotechnical report.

3. **Task 003 – Stormwater Investigation**

- a. J-U-B will prepare conceptual plans for stormwater and nuisance water collection and conveyance. The concept will be based on the 25-year return interval storm, consistent with the December 2005 memorandum, an SCS Type 2 rainfall distribution, contributing basins upstream of Addison Avenue, an assumed water pipe elevation/depth downstream of Addison (elevation breaks near Addison Avenue, so this is initially assumed and hoped to be a good breaking point for study, and land area types.
- b. Develop locations showing contributing basins upstream of stormwater pipes in 5th/6th Avenue north just upstream of Addison Avenue.
- c. Verify land area ratios of impervious and landscape within the basin for lots, public areas, and roads. Assume no significant redevelopment affects runoff. (Verify at least 3 typical areas)
- d. Determine contributing basin flows, and route through the existing stormwater system.
- e. Document soil properties on soil reports for determining ground infiltration potential.
- f. Determine any upsized pipes or different pipes needed within the alleyways, and cross streets.
- g. Review stormwater videos to determine condition and prepare for design.
- h. Prepare report to review results with the CLIENT
- i. Prepare for, attend, lead, and participate in a review meeting with CLIENT on stormwater runoff within the Main Avenue area.
- j. Update findings based on CLIENT review
- k. Deliverables:
 - (i) Draft Technical Summary Report to CLIENT – pdf.
 - (ii) Final Technical Summary Report CLIENT– pdf.

4. **Task 004 – Cross Section and GPR Drawing Update**

- a. Alleyway Utilities Detailed Cross Section and Alignment Analysis:
 - (i) Update drawing files with Task 2 elevation data
 - (ii) Analyze pertinent design and construction issues along with the GPR investigation within the alleyway corridors to gain consensus of the best alleyway cross section for the utilities based on: constructability, DEQ regulations and preliminary design report, private utility features,

staging area requirements, traffic impacts, disruption of known public and private services, rock removal, agency requirements, maintenance concerns, and other significant project features.

- (iii) Prepare alignment stationing for the alleyways.
 - (iv) System connection points, and some details such as cross section, will be updated from preliminary design.
 - (v) Site walkthrough to evaluate the more detailed alignment drawings of the alleyways. This initial determination of the alignment will generally establish on which side of the alleyway the various public and private utilities will be located.
 - (vi) Analysis to determine the preferred cross section for each alleyway from Fairfield Street to Ketchum Street.
- b. Crossings Identification:
- (i) Identify critical conduit crossings along the routing alternatives.
 - i. Data gathered in Task 2 and with the topographic survey completed with preliminary design will be used to identify the pipeline crossing locations based on a typical section and proposed pipe sizes. Areas of potential conflict will be determined.
 - ii. Contact the affected owner of the crossing conflict to verify and evaluate project concerns.
- c. Prepare utility coordination correspondence and updated topographic drawings for CLIENT review.
- d. Perform a quality control review.
- e. Attend, lead, and participate in two (2) design review meetings with CLIENT on utilities.
- f. Update and provide updated drawings showing existing features for utility company review. (Review of the block by block design will be completed under later Tasks)
- g. Deliverables:
- (i) Utility Letter Review by CLIENT
 - (ii) Draft drawings to CLIENT and to each of the utility companies or departments for review – Two (2) Hardcopies Copies For Each Utility Company and CLIENT and a pdf copy.
 - i. 11"x17" showing the alignment stationing for the alleyways and utilities
 - ii. 11"x17" 1" = 20' or 1" = 10' plan view drawing illustrating conflict and crossing issues.

5. **Task 005 – Final Design**

- a. Prepare final design drawings, specifications, contract documents and opinion of probable construction costs for the utilities design. Consideration will be given to constructability, limiting surface disturbance, costs, CLIENT and Agency design criteria, impacts to public traffic, utility conflicts, excavation depth, rock removal, and other pertinent design criteria.
- (i) Design will be provided for the 6,500 feet of 12" water main within the alleyways between Fairfield and Ketchum Street, on Ketchum Street from the alleyways to Main Avenue, and from Ketchum to Liberty St in Main Avenue.
 - (ii) Design will be provided for 6,000 feet of 8" and 12" sewer based on preliminary design in the alleyways between Fairfield Street and Ketchum Street and in Shoshone Street between the alleyways.
 - (iii) Stormdrain design in the alleyways will be based on the stormdrain runoff analysis with any size adjustments to existing pipe sizes based on the stormdrain runoff analysis.
 - (iv) Electrical conduit and conductor will be provided along the alleyway corridors and with connection for Main Avenue events between Fairfield Street and Jerome Street. Electrical conduit will be considered integral with the street lighting as well as separate.
 - i. This task will include configuration and calculations to size the electrical conductor and conduit, which will include power service drop locations, voltage calculations, electrical pedestal locations, if separate from lighting, electrical conduit, and junction boxes to be included in the plan set.

- (v) Lighting will be prepared for the alleyways between Fairfield Street and Jerome Street based on the preliminary design concepts. It is assumed that Architectural and standard roadway lighting fixtures will be selected with the intent of compliance with the Illuminating Engineering Society of North America and other electrical standards.
 - i. This task will include additional meetings with the City to discuss their preferences in layout based on a review of the preliminary design options and street lighting standards.
 - ii. Based on City preferences and preliminary design prepare alleyway and intersection lighting standards for this project (Arterial/Collector, and Arterial/Residential intersections). The lighting design will take into consideration that the corridors will have a mix of land uses including commercial, public, and residential.
 - iii. Identify power service drop locations, lighting pole locations, service cabinets, lighting conduit, junction boxes, voltage calculations, and incorporate new standard for poles and luminaires in the plan set.
 - iv. Coordination with City electrician and Idaho Power.
 - (vi) Design will be provided for irrigation piping connections based on the preliminary design and a review with the City Parks department.
 - (vii) Provide fiber optic as noted in the project understanding based on coordination with the City Electrician.
 - (viii) Coordination will be provided for private utility upgrades and relocation.
 - (ix) Drawings will be prepared on 11"x17" sheets at a 1" = 10' or 1" = 20' scale.
 - (x) Drawings and specifications will be prepared using the most current version of the City of Twin Falls Standard Specifications and Drawings and the Idaho Standards for Public Works Construction (ISPWC), and other necessary standards.
- b. 75% Design Drawings, Specifications and Contract Documents:
- (i) J-U-B will meet with utility companies and City departments to discuss comments based on a review of the Cross Section and any utility comments. Comments impacting the development of the project, comments that may be ambiguous, or comments that may have points of disagreement will be discussed and resolved to provide guidance for the next stage of design.
 - (ii) Go through analysis, material, sizing, configuration, and layout scenarios for water, sewer, stormwater, lighting, electrical, irrigation, fiber optic, and private utilities.
 - (iii) Based on the preliminary design phase, stormwater evaluation, underground investigation and cross section and conflict evaluation, comments from utility companies and departments, prepare 75% design drawings, specifications, and contract documents for the public utilities and general trench location for the private utilities.
 - (iv) Elevations of new utilities will be further evaluated in light of conflicts discussed with existing utilities and based on private and public utility entity comments.
 - (v) Provide coordination with the public and representation at three project advisory committee (PAC) meetings on utility and construction details that need to be incorporated into the design drawings.
 - (vi) Review preliminary design questionnaire results and meet with businesses and building owners for specific utility connection details and other construction issues for each building (assume 1 meeting for ½ hr with building owners).
 - (vii) Identify contract features to aid businesses in continued operation during construction.
 - (viii) Identify construction phasing and any bid phasing necessary for the project.
 - i. Work with CLIENT to prepare an acceptable construction schedule.
 - ii. Work with utility companies to identify an acceptable construction schedule
 - iii. Work with utility companies to identify temporary service possibilities to maintain service to customers during construction (assume 1 meeting for ½ hr with building owners).
 - (ix) Prepare drawings and specifications

- (x) Update the opinion of probable construction costs.
- (xi) Perform a quality control review and make changes.
- (xii) Attend, lead and participate in one (1) 75% design submittal review meeting with the CLIENT
- (xiii) Deliverables:
 - i. 75% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT, one (1) copy to ITD, and one (1) copy to utility companies.
- c. 90% Design Drawings, Specifications and Contract Documents (Agency Review Documents):
 - (i) Upon receiving written comments from CLIENT and Agencies, prepare 90% design drawings, specifications, and contract documents for the utilities.
 - (ii) Update the opinion of probable construction costs.
 - (iii) Perform a quality control review.
 - (iv) Attend, lead and participate in one (1) 90% design submittal review meeting with the CLIENT
 - (v) Attend, lead, and participate in block by block meetings to verify design for each block.
 - (vi) Deliverables:
 - i. 90% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT, and copies to PAC of construction coordination details, and one (1) copy to any utility companies where further conflict resolution is needed.
- d. 100% Design Drawings, Specifications and Contract Documents (Construction Ready Documents):
 - (i) Upon receiving written comments from CLIENT, private utilities, and the Agencies, prepare 100% design drawings, specifications, and contract documents for the selected pipeline alignment.
 - (ii) Update the opinion of probable construction costs.
 - (iii) Perform a quality control review.
 - (iv) Deliverables:
 - i. 100% Drawings, Specifications, and Contract Documents and Opinion of Probable Construction Costs – Four (4) copies to CLIENT, two (2) copies to IDEQ, and one (1) copy to ITD.

6. **Task 006 – Bidding**

- a. After acceptance by CLIENT of the final design documents and the most recent opinion of probable construction cost as determined in the Final Design Phase, and upon written authorization by CLIENT to proceed, J-U-B shall:
 - (i) Assist CLIENT in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom bidding documents have been issued, attend pre-bid conferences, and receive and process Contractor deposits or charges for the bidding documents.
 - (ii) Provide for electronic bidding through Qwest CDN.
 - (iii) Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 - (iv) Provide information or assistance needed by CLIENT in the course of any negotiations with prospective Contractors.
 - (v) Consult with CLIENT as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective Contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

- (vi) If bidding documents require, J-U-B shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by Bidders.
 - (vii) Attend the Bid opening, prepare Bid tabulation sheets, and assist CLIENT in evaluating Bids and in assembling and awarding contracts for the Work.
- b. It is anticipated that bidding will need to occur for up to two (2) separate bid packages to account for (1) trenchless technology bid documents, and (2) open trench bid documents. It is assumed that private utility bidding will be coordinated by the private utilities.

7. **Task 007 – Construction Engineering and RPR Services (assume open trench and Trenchless Technology bid projects)**

- a. Provide construction phase engineering and resident project representative (RPR) services, including:
- (i) Provide construction phase engineering and resident project representative (RPR) services per Exhibit A of this Agreement.
 - (ii) Participate in meeting for the selected contractor to be introduced to the public prior to beginning work.
 - (iii) The anticipated construction duration is approximately 36 weeks to Substantial Completion and 40 weeks to Final Completion.
 - (iv) RPR services based on 40 hours per week over a 40 week construction period including travel, diem, mileage, and necessary lodging. RPR services to be based on ITD certified inspector as necessary for funding requirements.
 - (v) Attend and lead weekly construction meetings (40) with the Contractor, CLIENT, J-U-B, and others.
 - (vi) Attend and lead weekly or bi-weekly meetings (30) with building owners/tenants on blocks where construction is/will be occurring (approximately 2 or 3 per block).
 - (vii) Attend and lead up to 3 project advisory committee meetings during construction.
 - (viii) Provide construction surveys and staking to enable Contractor to perform his Work, including staking of the yard piping angle points, right-of-way, and structure locations with offsets. One set of survey stakes shall be provided.
 - (ix) Provide testing as needed. (Lab costs for testing will be included with this task).
- b. Deliverables:
- (i) Draft Record Drawings and Contractor O&M Manuals to CLIENT – One (1) electronic PDF copy and two (2) hardcopies.
 - (ii) Final Record Drawings (in PDF and AutoCAD format) and Contractor O&M Manuals to CLIENT, ITD, and IDEQ – One (1) electronic PDF copy, one (1) AutoCAD drawing file, and two (2) hardcopies to CLIENT; One (1) electronic PDF copy and one (1) hardcopy to ITD; and two (2) hardcopies to IDEQ.
 - (iii) One (1) electronic PDF copy of construction photographs.

8. **Task 008 – Agency Coordination, Permitting and Easements**

- a. Provide Agency coordination and permitting assistance, including:
- (i) ITD Coordination and Permitting:
 - i. Coordinate with ITD to review pipe alignments, highway crossings over and in Shoshone Street, design criteria, and material specifications for proposed improvements. Three (3) meetings with ITD are anticipated. Applicable comments will be incorporated into the Project.
 - ii. Complete and submit the necessary utility permit applications and maintenance agreements.

- iii. Complete and submit traffic control plans to ITD for permit utility crossings for the project.
- (ii) IDEQ Coordination:
 - i. Prepare and submit final construction plans, specifications, and contract documents for review and approval to IDEQ. J-U-B shall meet and review comments with IDEQ staff when necessary and incorporate applicable review comments into the Project.
- (iii) Private Utility Coordination:
 - i. Prepare and submit plans for initial topography and cross sections and comment, 75% design plans for affected utility companies for comment, and 90% design plans for affected utility companies.
 - ii. Construction Staging, Temporary Services, and other design features will be coordinated with each of the utility companies and applicable comments will be incorporated into the Project.
- (iv) No UPRR, EIRR, TFCC, TFHD coordination or permits are included in the Scope of Services.
- b. Assist CLIENT in obtaining necessary permanent and temporary construction easements, including coordinating with property owners, preparing easements and legal descriptions, and submitting the necessary documentation.
- c. Deliverables:
 - (i) Draft Permit Applications, Maintenance Agreements, and Easements to CLIENT – Two (2) Copies.
 - (ii) Final Permit Applications, Maintenance Agreements, and Easements to CLIENT and Agency – Two (2) Copies Each.

9. **Task 009 – Direct Expenses**

- a. This task includes costs associated with each of the tasks above including travel with per diem, lodging, GPS use, publication, and mileage.
- b. Laboratory and testing costs have not been included with this task and will be invoiced with each specific task.

10. **Task 010 – Management Reserve Account**

- a. A reserve account is included for miscellaneous items that arise during the project beyond the basic and additional services established in this Agreement. Work will not commence on these items without prior written authorization from the CLIENT.
- b. Management Reserve Holding of \$58,000 broken down further as follows:
 - (i) General Reserve \$25,000 (Underground structural or other needs).
 - (ii) Environment Information Document described further below estimated at \$17,000
 - (iii) Funding Coordination described further below estimated at \$16,000.

11. **Task 010 – Management Reserve – Environmental Information Document for NEPA requirements**

- a. A basic environmental information document is anticipated at this site.
- b. Prepare a cover sheet and a summary of the proposed improvements and estimated costs.
- c. Generally describe the purpose and need for the proposed improvements.
- d. Discuss the improvements including a general comparison of relevant environmental impacts and costs.
- e. Prepare a description and map of the proposed project planning area and the area of potential effects, if different than the planning area.

- f. Identify and characterize features of the environment affected by the proposed project, the potential environmental impacts, and means to mitigate adverse environmental impacts, including:
 - (i) Physical aspects (topography, geology, and soils).
 - (ii) Climate.
 - (iii) Population.
 - (iv) Economics and social profile.
 - (v) General land use.
 - (vi) Floodplains and Wetlands.
 - (vii) Wild and scenic rivers.
 - (viii) Housing, industrial, and commercial development.
 - (ix) Cultural resources.
 - (x) Flora and fauna.
 - (xi) Recreation and open spaces.
 - (xii) Air quality.
 - (xiii) Water quality, quantity, and sole source aquifers.
 - (xiv) Public health.
 - (xv) Solid waste management.
 - (xvi) Energy production and consumption.
 - (xvii) Important farmland protection
- g. Prepare schematics and maps, as necessary, for the affected environment for reporting and agency consultation.
- h. Coordinate with the appropriate environmental review agencies, as anticipated for ITD/FHWA's agency consultation list for the NEPA process. Up to two (2) written letters will be sent to the agencies.
- i. Document the public and agency consultation process and results.
 - (i) Summarize and address comments received
 - (ii) Summarize references consulted, agencies consulted, and mailing lists
- j. Final EID and Report Compilation
 - (i) Compile, format, and print draft review for CLIENT and IDEQ
 - (ii) Respond to CLIENT and IDEQ comments on EID.
 - (iii) Compile, format, and print FINAL EID for IDEQ and CLIENT.
 - (iv) Quality Control review of Plan document Prior to Draft and Final Submittals
- k. Project Management and Meetings
 - (i) Coordinate staffing, prepare invoices, track and schedule progress of work, and provide updates to the CLIENT on a regular basis.
 - (ii) Schedule, prepare for, and attend both internal and external meetings throughout the course of the project. This Scope of Services includes the following external meeting with the CLIENT:
 - i. A meeting to review the draft EID.
 - ii. Meeting with City Council.
 - (iii) Provide information and participate in one (1) public hearing for the draft EID. The CLIENT is responsible for publication costs and facilitation of the public hearing.
- l. Deliverables:
 - (i) Draft EID to CLIENT and REVIEW AGENCY– Two (2) hardcopies each and 1 pdf.
 - (ii) Final EID to CLIENT and REVIEW AGENCY – Two (2) hardcopies each and 1 pdf.

12. Task 010 – Management Reserve – Funding Coordination

- a. Coordination for and application preparation for funding opportunities is unknown for this project at this time. However, based on preliminary discussions some funding agency support may be needed in application preparation and coordination. Some grant applications are substantially more complex

than others such as the TIGER grant applications. This scope assumes the CLIENT will lead in the preparation of the funding applications. J-U-B will

- (i) Meet for initial consultation to determine viability of funding applications
- (ii) Provide initial ideas on approaching the funding application for success.
- (iii) Prepare necessary benefit/cost analysis as part of the funding application.
- (iv) Review funding application.

B. **CLIENT's Responsibilities** – CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B's Basic Services that may be required for the project, including, but not limited to:

1. Provide J-U-B with all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints; space capacity and performance requirements; flexibility and expandability requirements; budgetary limitations; and design and construction standards.
2. Furnish to J-U-B any other available information pertinent to the Project, including reports, data, and drawings relative to previous design or investigations at or adjacent to the Site.
3. Following J-U-B's assessment of initially-available Project information and data and upon J-U-B's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable J-U-B to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.
 - c. Property, boundary, easement, right-of-way, and other special surveys or data.
 - d. Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.
 - e. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.
 - f. Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.
4. Examine the alternatives, reports, drawings, specifications, and other documents as presented by J-U-B and render in writing timely decisions pertaining thereto.
5. Arrange for safe access and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services.
6. Provide coordination, reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by J-U-B and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
7. Recognizing and acknowledging that J-U-B's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as CLIENT requires, Contractor raises, or J-U-B reasonably requests including legal documents necessary for ROW or easements if necessary.
 - c. Such auditing services as CLIENT requires to ascertain how or for what purpose Contractor has used the moneys paid.
 - d. Recording of all legal documents.
8. Place and pay for advertisement for Bids in appropriate publications.
9. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

10. Inform J-U-B in writing of any specific requirements of safety or security programs that are applicable to J-U-B, as a visitor to the Site.
11. Perform or provide the following additional services:
 - a. Pay for required permit/license agreement and easement costs.
 - b. Provide pot-holing of conflicting water, sewer and City irrigation mains to evaluate the depth and location of the existing mains at locations where a potential conflict exists and location information is inconclusive. Engineer to notify Owner 72 hours in advance of need for pot-holing.
12. Provide public involvement for EID required beyond presenting the findings at a public hearing. Advertise for public notices.
13. Provide additional environmental review or studies beyond the EID such as wetland delineations, biological/archeological/cultural surveys, geotechnical studies, additional field work, special mitigation measures, air quality evaluations, energy audits. Also excluded are revisions to the EID process that FHWA/EPA may implement during the course of the study.

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task Number	Task Name	Anticipated Schedule
001	Project Administration	Throughout
002	Geotechnical and Underground Investigation	June-July 2015
003	Stormwater Investigation	June 2015
004	Cross Section and GPR Drawing Update	July – August 2015
005	Final Design	July – December 2015
006	Bidding	January 2016
007	Construction Engineering and RPR Services	February – November 2016 (Substantial Completion anticipated Oct 2016)
008	Agency Coordination, Permitting, and Easements	Initial Contact August 2015 until project end.
009	Direct Expenses	With each task
010	Management Reserve	As Necessary and Approved by CLIENT PM

BASIS OF FEE

- A. CLIENT shall pay J-U-B for the identified Basic Services as follows:
 1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
 2. For Time and Materials fees:

- a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
001	Project Administration	Time and Materials	\$41,515
002	Geotechnical Evaluation and Underground Investigation	Time and Materials	\$62,470
003	Stormwater Investigation	Lump Sum	\$24,668
004	Cross Section and GPR Drawing Update	Lump Sum	\$56,479
005	Final Design	Lump Sum	\$166,192
006	Bidding	Time and Materials	\$20,431
007	Construction Engineering and RPR Services	Time and Materials	\$342,858
008	Agency Coordination, Permitting, and Easements	Time and Materials	\$26,510
009	Direct Expenses for travel, GPS, & publication	Lump Sum	\$28,490
010	Management Reserve Account	Time and Materials as Approved by CLIENT PM	\$58,000
Project Total			\$827,613

- C. Period of Service: If the period of service for the task identified above is extended beyond 12 months or a calendar year, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



J-U-B ENGINEERS, INC.

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

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions.

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

Termination:

Delete: "...the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work."



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

J-U-B ENGINEERS, INC. Standard Exhibit A – Construction Phase Services

Client Name: Twin Falls Urban Renewal Agency Project: 2015 Main Avenue Utilities

The Agreement for Professional Services dated June 8, 2015 is amended and supplemented to include the following agreement of the parties with respect to Services during the construction phase of the Project.

For the purposes of this exhibit, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

For the purposes of this exhibit, the term 'Contract Documents,' shall be defined as documents that establish the rights and obligations of the parties engaged in construction and include the Construction Agreement between CLIENT and contractor, Addenda (which pertain to the Contract Documents), contractor's bid (including documentation accompanying the bid and any post-bid documentation submitted prior to the notice of award) when attached as an exhibit to the Construction Agreement, the notice to proceed, the bonds, appropriate certifications, the General Conditions, the Supplementary Conditions, the Specifications and the Drawings, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and J-U-B's written interpretations and clarifications issued on or after the Effective Date of the Construction Agreement. Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents.

For the purposes of this exhibit, the term 'Work,' shall be defined as the entire construction or the various separately identifiable parts thereof required to be provided by the construction contractor under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction; all as required by the Contract Documents.

For the purposes of this exhibit, the term 'Site,' shall be defined as lands or areas indicated in the Contract Documents as being furnished by CLIENT upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by CLIENT which are designated for the use of contractor.

CONSTRUCTION PHASE SERVICES

J-U-B shall provide Construction Phase Services as agreed below. There is a "Yes" and "No" box to the left of each Service. If a box is marked "Yes", J-U-B agrees to perform the Service listed. If a box is marked "No", J-U-B undertakes no duty to perform the Service listed. If a duty or a condition of performance is listed below that is a responsibility of CLIENT, CLIENT's agreement to perform the same is assumed.

It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s) Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s) failure to furnish and perform their Work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be named as additional insureds under the general contractor's policies of general liability insurance.

Construction Phase

After receiving written authorization from CLIENT to proceed with the construction phase, J-U-B may provide the following Services with respect to this part of the Project:

- 1. General Administration of the Contract Documents. Consult with, advise, and assist CLIENT in J-U-B's role as CLIENT's representative. Relevant J-U-B communications with contractor shall be imputed to the CLIENT. Nothing contained in this Standard Exhibit A creates a duty in contract, tort, or otherwise to any third party; but, instead, the duties defined herein are performed solely for the benefit of the CLIENT. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.
2. Pre-Construction Conference. Participate in a pre-construction conference.

3. *Visits to Site and Observation of Construction / Resident Project Representative (RPR) Services.* In connection with observations of the Work while it is in progress:
- Yes
 No
- a. Periodic Site Visits by J-U-B.* Make visits to the Site at intervals appropriate to the various stages of construction, as J-U-B deems necessary, to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observations, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to J-U-B in this Agreement, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on J-U-B's exercise of professional judgment as assisted by the RPR, if any. Based on information obtained during such visits and observations, J-U-B will determine in general, for the benefit of CLIENT, if the Work is proceeding in accordance with the Contract Documents, and J-U-B shall keep CLIENT informed of the progress of the Work.
- Yes
 No
- b. Resident Project Representative ("RPR").* When requested by CLIENT, provide the Services of a RPR at the Site to provide more extensive observation of the Work. Duties, responsibilities, and authority of the RPR, are as set forth in the section entitled Resident Project Representative, herein. Through more extensive observations of the Work and field checks of materials and equipment by RPR, J-U-B shall endeavor to provide further protection to the CLIENT against defects and deficiencies in the Work. The furnishing of such RPR's Services will not extend J-U-B's responsibilities or authority beyond the specific limits set forth elsewhere in this Agreement.
- Yes
 No
4. *Defective Work.* Recommend to CLIENT that the Work be disapproved and rejected while it is in progress if J-U-B believes that such Work does not conform generally to the Contract Documents or that the Work will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
- Yes
 No
5. *Clarifications and Interpretations; Field Orders.* Recommend to CLIENT necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Based on J-U-B's recommendations, CLIENT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- Yes
 No
6. *Change Orders, and Work Change Directives.* Recommend to CLIENT Change Orders or Work Change Directives, as appropriate, and prepare required documents for CLIENT consideration. CLIENT may issue Change Orders or Work Change Directives authorizing variations from the requirements of the Contract Documents.
- Yes
 No
7. *Shop Drawings and Samples.* Review or take other appropriate action in respect to Shop Drawings, Samples, and other data that contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews or other action shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- Yes
 No
8. *Substitutes.* Consult with and advise CLIENT concerning, and determine the acceptability of, substitute materials and equipment proposed by contractor.
- Yes
 No
9. *Inspections and Tests.* Make recommendations to CLIENT concerning special inspections or tests of the Work, and the receipt and review of certificates of inspections, testing, and approvals required by laws and regulations and the Contract Documents (but only to determine generally that the results certified indicate compliance with the Contract Documents).
- Yes
 No

- Yes
 No
10. *Disagreements between CLIENT and Contractor.* Assist CLIENT in rendering formal written decisions on claims of CLIENT and contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. In assisting in such decisions, J-U-B shall not be liable in connection with any decision rendered in good faith.
- Yes
 No
11. *Applications for Payment.* Based on J-U-B's on-site observations as an experienced and qualified design professional, and upon written request of CLIENT, review Applications for Payment and the accompanying supporting documentation. Assist CLIENT in determining the amounts owed to contractor and, if requested by CLIENT, recommend in writing to CLIENT that payments be made to contractor in such amounts. Such recommendations of payment will constitute a representation to CLIENT that, to the best of J-U-B's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of such Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, and subject to any subsequent tests called for in the Contract Documents or to any other qualification stated in the recommendation), and the conditions precedent to contractor's being entitled to such payments appear to have been fulfilled insofar as it is J-U-B's responsibility to observe the Work. In the case of unit price Work, J-U-B's recommendation of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Contract Documents). By recommending any payment and after reasonable inquiry, J-U-B shall not thereby be deemed to have represented that exhaustive, continuous, or detailed reviews or examinations have been made by J-U-B to check the quality or quantity of the Work as it is furnished and provided beyond the responsibilities specifically assigned to J-U-B in this Agreement and the Contract Documents. J-U-B's review of the Work for the purposes of recommending payments will not impose on J-U-B the responsibility to supervise, direct, or control such Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or contractor's compliance with laws and regulations applicable to its furnishing and performing the Work. J-U-B's review will also not impose responsibility on J-U-B to make any examination to ascertain how or for what purposes contractor has used monies paid to contractor by CLIENT; to determine that title to any of the Work, including materials or equipment, has passed to CLIENT free and clear of any lien, claims, security interests, or encumbrances; or that there may not be other matters at issue between CLIENT and contractor that might affect the amount that should be paid.
- Yes
 No
12. *Contractor's Completion Documents.* Receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, Shop Drawings, Samples, other data approved, and the annotated record documents which are to be assembled by contractor in accordance with the Contract Documents (such review will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspection, tests, or approvals indicates compliance with, such Contract Documents); transmit them to CLIENT with written comments.
- Yes
 No
13. *Substantial Completion.* Promptly after notice from CLIENT that contractor considers the Work for this part of the Project is ready for its intended use, in company with CLIENT and contractor, conduct a site visit to determine if the Work is substantially complete. Provide recommendation to CLIENT relative to issuance of Certificate of Substantial Completion.
- Yes
 No
14. *Final Notice of Acceptability of the Work.* Assist CLIENT in conducting a final inspection to determine if the completed Work is acceptable so that J-U-B may recommend, in writing, that final payment be made to contractor.
- Yes
 No
15. *Additional Tasks.* Perform or provide the following additional construction phase tasks or deliverables as delineated in Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

General Limitation of Responsibilities. J-U-B shall not be responsible for the acts or omissions of any contractor or of any of their subcontractors, suppliers, or any other individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any contractor to perform or furnish the Work in accordance with the Contract Documents. CLIENT shall agree to include this language in any such agreements it executes with contractor, subcontractors or suppliers.

J-U-B's Construction Phase Services will be considered complete on the date of Final Notice of Acceptability of the Work.

Post-Construction Phase

After receiving authorization from CLIENT to proceed with the post-construction phase, J-U-B may:

- Yes
 No
- 1. *Testing/Adjusting Systems.* Provide assistance in connection with the testing and adjusting of equipment or systems.
- Yes
 No
- 2. *Operate/Maintain Systems.* Assist CLIENT in coordinating training for CLIENT's staff to operate and maintain equipment and systems.
- Yes
 No
- 3. *Control Procedures.* Assist CLIENT in developing procedures for control of the operation and maintenance of, and recordkeeping for, equipment and systems.
- Yes
 No
- 4. *O&M Manual.* Assist CLIENT in preparing operating, maintenance, and staffing manuals.
- Yes
 No
- 5. *Defective Work.* Together with CLIENT, visit the Project to observe any apparent defects in the Work, assist CLIENT in consultations and discussions with contractor concerning correction of any such defects, and make recommendations as to replacement or correction of Defective Work, if present.
- Yes
 No
- 6. *Record Surveying.* Provide field surveying of readily accessible elements of the final completed construction to supplement the preparation of Record Drawings.
- Yes
 No
- 7. *Record Drawings.* Furnish a set of reproducible prints of Record Drawings showing significant changes made during the construction process, based on the annotated record documents for the Project furnished by the contractor.
- Yes
 No
- 8. *Warranty Inspection.* In company with CLIENT or CLIENT's representative, provide an inspection of the Project within one month before the end of the contractor correction period to ascertain whether any portion of the Work is subject to correction.
- Yes
 No
- 9. *Additional Tasks.* Perform or provide the following additional post-construction phase tasks or deliverables as listed in Attachment 1 - Scope of Services and/or Schedule and/or Basis of Fee, which is included with the Agreement.

The Post-Construction Phase Services may commence during the construction phase and, if not otherwise modified by the mutual agreement of CLIENT and J-U-B, will terminate at the end of the correction period.

CONSTRUCTION PHASE ADDITIONAL SERVICES

If authorized by CLIENT and expressly agreed by J-U-B; or, if performed by J-U-B with the knowledge of the CLIENT after the signing of the Agreement for Professional Services, J-U-B shall furnish or obtain from others Additional Services of the types listed in this paragraph:

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by CLIENT if the resulting change in compensation for Construction Phase Services is not commensurate with the Services rendered; Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitutions proposed by contractor and Services after the award of the contract; Services in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by contractor; and Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of material equipment, or energy shortages.
2. Services involving out-of-town travel required of J-U-B other than visits to the Site or CLIENT's office.
3. Assistance in connection with bid protests, rebidding, or renegotiating the Construction Agreement.
4. Services in connection with any partial utilization of the Work by CLIENT prior to Substantial Completion.
5. Additional or extended Services during construction of the Work made necessary by (a) emergencies or acts of God endangering or delaying the Work, (b) the discovery of constituents of concern, (c) Work damaged by fire or other cause during construction, (d) a significant amount of defective Work, (e) acceleration of the progress schedule involving Services beyond normal working hours, and (f) default by contractor, including extensions of the construction period.
6. Evaluating an unreasonable number of claims submitted by contractor or others in connection with the Work.
7. Protracted or extensive assistance in refining and adjusting any equipment or system (such as initial startup, testing, adjusting, and balancing).
8. Services or consultations after completion of the construction phase, such as excessive inspections during any correction period and reporting observed discrepancies under guarantees called for in the Construction Agreement for the Work (except as agreed to under Construction Phase Services).
9. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration, or other legal or administrative proceeding involving the Project to which J-U-B has not been made a party.
10. Additional Services in connection with the Work, including Services which are to be furnished by CLIENT and Services not otherwise provided for in this Agreement.

RESIDENT PROJECT REPRESENTATIVE

If provided as part of Construction Phase Services, J-U-B shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist J-U-B in observing progress and quality of the Work. The RPR, assistants, and other field staff may provide full-time representation or may provide representation to a lesser degree.

Through such additional observations of the Work and field checks of materials and equipment by the RPR and assistants, J-U-B shall endeavor to provide further protection for CLIENT against defects and deficiencies in the Work. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over contractor(s)' Work; nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the Work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by contractor(s) nor assume responsibility of contractor(s)' failure to furnish and perform their Work in accordance with the Contract Documents.

The RPR's duties under this Agreement shall be strictly limited to the following:

1. *General.* RPR is J-U-B's agent at the Site, will act as directed by and under the supervision of J-U-B, and will confer with J-U-B regarding RPR's actions.
2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by contractor and consult with CLIENT concerning acceptability of such schedules.
3. *Conferences and Meetings.* When requested by CLIENT to do so, attend meetings with contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
4. *Liaison.* Serve as J-U-B's liaison with CLIENT.

5. *Interpretation of Contract Documents.* Report to CLIENT when clarifications and interpretations of the Contract Documents are needed.
6. *Shop Drawings and Samples.* Receive and record date of receipt of reviewed Samples and Shop Drawings.
7. *Modifications.* Consider and evaluate contractor's suggestions for modifications to Drawings or Specifications and report, with RPR's recommendations, to CLIENT. Transmittal to contractor of written decisions as issued by J-U-B will be in writing.
8. *Review of Work and Rejection of Defective Work.*
 - a) Conduct on-site observations of the Work to assist J-U-B in determining if the Work is, in general, proceeding in accordance with the Contract Documents.
 - b) Report to CLIENT whenever RPR believes that any part of the Work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents; has been damaged; or does not meet the requirements of any inspection, test, or approval required to be made. Advise CLIENT of that part of the Work that RPR believes should be corrected, rejected, or uncovered for observation, or that requires special testing, inspection, or approval.
9. *Inspections, Tests, and System Startups.*
 - a) Advise CLIENT in advance of scheduled major inspections, tests, and system start-ups for important phases of the Work.
 - b) Verify that tests, equipment, and system start-ups and operating and maintenance training is conducted in the presence of appropriate personnel and that contractor maintain adequate records thereof.
 - c) Observe, record, and report to CLIENT appropriate details relative to the test procedures and system start-ups.
 - d) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to CLIENT.
10. *Records.*
 - a) Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, J-U-B's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals, and other Project-related documents.
 - b) Prepare a daily report or keep a diary or log book, recording contractor's and subcontractors' hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; furnish copies of such records to CLIENT.
 - c) Maintain accurate, up-to-date lists of the names, addresses, e-mail addresses, and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
 - d) Maintain records for use in preparing documentation of the Work.
 - e) Upon completion of the Work with respect to the Project, furnish a complete set of all RPR Project documentation to CLIENT.

11. *Reports.*

- a) Furnish to CLIENT periodic reports as required of progress of the Work and of contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b) Present to CLIENT proposed Change Orders, Work Change Directives, and Field Orders.
- c) Furnish to CLIENT copies of all inspection, test, and system startup reports.
- d) Report immediately to CLIENT the occurrence of any Site accidents, emergencies, acts of God endangering the Work, property damaged by fire or other causes, and the discovery or presence of any constituents of concern.

12. *Payment Request:* Review Applications for Payment for compliance with the established procedure for their submission and forward with recommendations to CLIENT, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site, but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals.* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Specifications to be assembled and furnished by contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to CLIENT for review.

14. *Completion.*

- a) Before issuing a Certificate of Substantial Completion, submit to CLIENT a list of observed items requiring completion or correction.
- b) Observe whether contractor has arranged for inspections required by laws and regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Project.
- c) Participate in a final inspection in the company of CLIENT and contractor and prepare a final list of items to be completed or corrected with respect to the Work.
- d) Observe whether all items on final list have been completed or corrected and make recommendations to CLIENT concerning acceptance and issuance of CLIENT's Final Notice of Acceptability of the Work.

The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of J-U-B's authority as set forth in the Agreement for Professional Services .
3. Undertake any of the responsibilities of contractor, subcontractors, suppliers, or contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of CLIENT or contractor.
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized.
7. Accept Shop Drawing or Sample submittals from anyone other than J-U-B.
- 8.. Authorize CLIENT to occupy the Work in whole or in part.

CLIENT'S RESPONSIBILITIES

Except as otherwise provided herein or in the Agreement for Professional Services, CLIENT shall do the following in a timely manner so as not to delay the Services of J-U-B and shall bear all costs incident thereto:

1. Provide, as may be required for the Project, such legal services as CLIENT may require or J-U-B may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by contractor.
2. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and Substantial Completion, final payment, and other inspections.
3. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's Services, or any defect or nonconformance in J-U-B's Services or in the Work of any contractor.
4. Render all final decisions related to: 1) changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages.
5. Unless included in J-U-B Scope of Services, provide construction staking and materials testing services for the project.

The Client agrees to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The Client further agrees to require all contractors to have their CGL policies endorsed to name the Client, the Consultant and its sub-consultants as Additional insureds, on a primary and noncontributory basis, and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The Client shall require all contractors to furnish to the Client and the Consultant certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the Client shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the Client, the Consultant and its sub-consultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors.

INDEMNIFICATION

In addition to any other limits of indemnification agreed to between the Parties, CLIENT agrees to indemnify and hold harmless J-U-B, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work. This is to include, but not to be limited to any such claim, cost, loss, or damage that is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom to the extent caused by any negligent act or omission of contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, as well as any general, special or other economic damages resultant from Work stoppages or delays that are caused in whole or part by J-U-B's exercise of the rights and duties as agreed herein (Construction Phase Services).

CLIENT agrees that CLIENT will cause to be executed any such agreements or contracts with contractors, subcontractors or suppliers to effectuate the intent of this part before any Work is commenced on the Project; if CLIENT negligently fails to do so, CLIENT agrees to fully indemnify J-U-B from any liability resulting therefrom, to include, but not to be limited to, all costs relating to tendering a defense to any such claims made.

**TWIN FALLS URBAN RENEWAL AGENCY
2015 MAIN AVENUE UTILITIES**

TASK	DESCRIPTION	BUDGET	% OF ALLEYWAY CONSTRUCTION
001	Project Administration, Client Meetings, Web	\$41,515	1.0%
002	1/2 Geotechnical and Underground Investigation	\$31,235	0.8%
003	1/2 Stormwater Investigation	\$12,334	0.3%
004	2/3 Cross Section and GPR Drawing Update	\$37,653	0.9%
005	Final Design	\$149,733	3.7%
006	Bidding	\$20,431	0.5%
007	Construction Engineering and RPR Services	\$298,286	7.4%
009	Direct Expenses for Tasks 001-008	\$28,490	0.7%
SUBTOTAL		\$619,677	15.3%

Estimated 15% of construction cost in December 2014 toward engineering
Estimated december 2014 construction cost for water, sewer, storm, fiber \$4,039,000

TASK	DESCRIPTION	BUDGET	% OF ALLEYWAY CONSTRUCTION
008	Agency Coordination, Permitting, and Easements	\$26,510	0.7%
010	Management Reserve	\$58,000	1.4%
SUBTOTAL		\$84,510	2.1%

Estimated 5% of construction cost in December 2014 toward overall funding/admin/legal

TASK	DESCRIPTION	BUDGET	% OF ALLEYWAY CONSTRUCTION
005 & 006'	Lighting and Electrical	\$16,459	2.7%
007	Lighting/Elect Const. Eng. and RPR (@13.0%)	\$44,572	7.4%
SUBTOTAL		\$61,031	

Alleyway 5 block lighting/electrical construction cost estimated May 2015 \$600,000

TASK	DESCRIPTION	BUDGET	COSTS TOWARD MAIN AVENUE CONSTRUCTION
002	1/2 Geotechnical and Underground Investigation	\$31,235	Main Ave. Not Est.
003	1/2 Stormwater Investigation	\$12,334	Main Ave. Not Est.
004	1/3 Cross Section and GPR Drawing Update	\$18,826	Main Ave. Not Est.
SUBTOTAL		\$62,395	
TOTAL		\$827,613	