



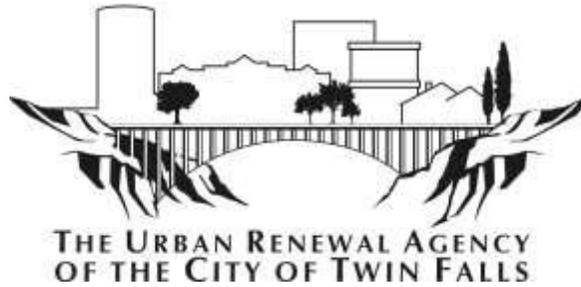
AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, August 10, 2015 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Dan Brizee Chairman	Dexter Ball Vice Chairman	Neil Christensen Secretary	Perri Gardner	Bob Richards	Gary Garnand	Brad Wills
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1. Call meeting to order.
 2. Consent Agenda:
 - a. Review and approval of minutes from the July 13, 2015 regular meeting.
 - b. Review and approval of August 2015 financial report.
 3. Public Hearing for FY 2015 TFURA budget and consideration of a request to adopt the FY 2015 budget – (see staff report) Brent Hyatt
 4. Consideration of a request to approve the 30% preliminary design for the Main Ave Redesign Project (see staff report) – Melinda Anderson
 5. Consideration of a request to authorize the Chairman to sign an agreement with the City of Twin Falls and Eastern Idaho Railroad, LLC to allow for the railroad to make improvements to the railroad crossing at 3300 Rd E. (see staff report) – Josh Baird
 6. Consideration of a request to adopt Resolution 2015-4 to seek judicial confirmation to create RAA 4-4 (see staff report) – Melinda Anderson
 7. Public input and/or items from the Urban Renewal Agency Board or staff.
 8. Adjourn. Next regular meeting: **Monday, September 14, 2015 @ 12:00 pm**
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****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.***



MEETING MINUTES
July 13, 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:

Dan Brizee	URA Vice Chairman
Dexter Ball	URA Secretary
Neil Christensen	URA Member (by phone)
Perri Gardner	URA Member
Bob Richards	URA Member

Absent:

Gary Garnand	URA Member
Brad Wills	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
Renee Carraway Johnson	City Zoning & Development Manager
Fritz Wonderlich	City Attorney
Josh Palmer	City Public Information Officer
Lorrie Bauer	City Administrative Assistant
Josh Baird	City Staff Engineer
Don Hall	City Mayor
Chris Talkington	City Council Member
Gary Haderlie	JUB Engineers

Agenda Item 1 – Call meeting to order.

Vice Chairman Brizee called the meeting to order at 12:02 p.m.

Agenda Item 2 – Consent Agenda: a) Review and approval of minutes from the June 8, 2015 regular meeting and b) Review and approval of July 2015 financial report.

Bob Richards moved to approve the consent agenda as submitted and Perri Gardner seconded the motion. A roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 3 – 2015 Officer Elections – Dan Brizee.

Dan Brizee opened the floor for nominations for Chairman. Bob Richards motioned to nominate Dan Brizee for Chairman. Perri Gardner seconded the motion. No other nominations were forthcoming. Bob moved for nominations to cease and Neal Christensen seconded. Nominations for Chairman were closed. Roll call vote showed that all board members present voted in favor of Dan Brizee as Chairman.

Dan opened the floor for nominations for Vice Chairman. Bob Richards motioned to nominate Dexter Ball for Vice Chairman and Perri Gardner seconded the motion. No other nominations were forthcoming. Bob moved that nominations cease, Perri seconded. Roll call vote showed that all board members present voted in favor of Dexter Ball as Vice Chairman.

Dan opened the floor for nominations for Secretary. Perri Gardner nominated Neil Christensen and Bob Richards nominated Gary Garnand. Dexter Ball seconded the nomination for Neil Christensen. No second was received for Gary Garnand. No other nominations were forthcoming. Dan moved that nominations be closed and Bob seconded. Roll call vote showed that all board members present voted in favor of Neil Christensen as Secretary.

Agenda Item 4 – Consideration of a request to award the 2015 Hankins Rd S (Kimberly Rd to Eldridge Ave) project associated with the Clif Bar project to Knife River Corporation – NW, Boise Idaho, in the amount of \$1,047,981 (see staff report) – Josh Baird .

Josh Baird introduced the agenda item as being a part of the development agreement with Clif Bar to improve 3200 East. The 2015 Hankins Road South Project consists of reconstructing Hankins Road South between Kimberly Road and Eldridge Avenue. It includes widening most of the road to approximately 24', creating a three lane road to allow for left turning traffic after you cross the railroad tracks to the south, and an 18" sewer line that will connect the existing lift station to the sewer line that comes from Chobani to allow for some of the flow to go to the northeast sewer trunk line. Knife River Corporation-Northwest of Boise was the only bidder in the amount of \$1,047,981.00. The engineer's estimate was \$1,089,027.50. Approximately three weeks after notice of award and a fully executed agreement construction would begin. The project is estimated to take 75 calendar days. After further discussion, Dexter Ball motioned to award the contract to Knife River Corporation and Perri Gardner seconded the motion. All members present voted in favor of the motion.

Agenda Item 5 - Consideration of a request to approve an agreement with Quality First Asphalt to seal coat the parking lot owned by TFURA located at 851 Pole Line Road (C3) (see staff report) – Jesse Schuerman.

Jesse Schuerman stated the URA owned parking lot at 851 Pole Line, which includes the parking lot to the east and north of the C3 building and the parking lot in front of Wilson Bates property, is in need of repair as budgeted for in 2015. In consideration of the pot holes, cracks, and increasing maintenance issues, the Property Manger requested a sand slurry seal (seal coat). Jesse explained the seal would extend the life of the existing asphalt and help to prevent more

water damage. Two bids were received and the low bid was submitted by Quality First Asphalt Maintenance LLC in the amount of \$23,913.93. Discussion continued and a map of the parking lot was shown. Melinda Anderson shared that the maintenance is a part of the lease agreement so the URA is responsible for outside repairs. Neil Christensen motioned to accept the bid and Perri Gardner seconded the motion. All board members present voted in favor of the motion.

Agenda Item 6 - Public hearing for Resolution 2015-4 – judicial confirmation to create RAA 4-4 (see staff report) – Melinda Anderson.

Melinda Anderson explained this public hearing is being held so people can share how they feel about going forward with judicial confirmation for Resolution 2015-4 which creates Revenue Allocation Area 4-4 and authorizes the URA to acquire up to \$22 million in bonds to help pay for the infrastructure costs of the Clif Bar project. Dan Brizee opened the public meeting. Leon Mills stated the board should ask the citizens of the city if they want to spend \$22 million or not, rather than having a judge allow it. No other comments were received. The public meeting was closed.

Agenda Item 7 - Public input and/or items from the Urban Renewal Agency Board or staff.

Melinda Anderson requested the Chairman's signature on the 2015C bond documents for RAA 4-1 following the meeting on this date and requested the Secretary to stop by the office to sign the documents when he returned the following day. She stated the bond will close on July 23rd.

Josh Palmer, Public Information Officer, extended an invitation to the agency board and audience to attend the City Fair being held at the Banner Building, being the future City Hall building, on Wednesday from 3:00 to 8:00 in conjunction with the Twin Falls Tonight concert series. The fair will convey the most recent developments within the City of Twin Falls and partnering organizations. Housing the fair at the future City Hall building would bring the public in to interact with city personnel.

Agenda Item 8 - Adjournment: Executive Session: Idaho State Statute 74-206 (c) Real property interest acquisition deliberations.

Bob Richards moved and Perri Gardner seconded to adjourn to executive session. All board members present voted in favor of the motion. Dan Brizee announced the board would not be returning to open session.

Agenda Item 9 - Adjourn.

The meeting adjourned at 12:34 p.m.

Next regular scheduled Urban Renewal meeting is Monday, August 10, 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 July 2015

	Oct '14 - Jul 15	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Wash. Fed. LOC	400,138.80			
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	8,790.02	2,550.00	6,240.02	344.7%
Property Taxes	8,277,769.35	7,027,260.00	1,250,509.35	117.8%
Rental Income	360,255.66	435,908.00	-75,652.34	82.6%
Chobani Advances	0.00	693,623.00	-693,623.00	0.0%
Total Income	17,551,531.65	23,154,703.00	-5,603,171.35	75.8%
Gross Profit	17,551,531.65	23,154,703.00	-5,603,171.35	75.8%
Expense				
RAA 4-1				
Main Ave.	321,459.47			
Rogerson Building	29,159.96			
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	357,270.73	3,584,596.00	-3,227,325.27	10.0%
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)	4,767,679.24	15,996,749.00	-11,229,069.76	29.8%
Bond Trustee Fees	0.00	6,500.00	-6,500.00	0.0%
Bonding Costs	62,996.24			
Community Relations & Website	150.00	1,700.00	-1,550.00	8.8%
Debt Payments - Interest	166,786.61	237,342.00	-70,555.39	70.3%
Debt Payments - Principal	1,254,089.60	644,060.00	610,029.60	194.7%
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	245.02	1,000.00	-754.98	24.5%
Management Fee	0.00	229,000.00	-229,000.00	0.0%
Meeting Expense	2,559.92	3,000.00	-440.08	85.3%
Miscellaneous	10,047.90	10,500.00	-452.10	95.7%
Office Expense	291.79	500.00	-208.21	58.4%
Prof. Dev.\Training	966.71	2,800.00	-1,833.29	34.5%
Property Tax Expense	36,147.68	37,000.00	-852.32	97.7%
Real Estate Exp. - Call Center	33,012.29	133,400.00	-100,387.71	24.7%
Real Estate Exp. - Other	3,996.70	6,200.00	-2,203.30	64.5%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
Total Expense	9,786,006.07	29,800,938.00	-20,014,931.93	32.8%
Net Ordinary Income	7,765,525.58	-6,646,235.00	14,411,760.58	-116.8%
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	7,765,525.58	60,548.00	7,704,977.58	12,825.4%

Twin Falls Urban Renewal August, 2015 List of Checks						
<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
3034	7/9/2015	3,500.00	American Real Estate and Appraisal, LLC	Real Estate Exp. - Call Center	Rental Fund	Appraisal Fee
3035	7/9/2015	9,495.00	EHM Engineers, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #84 Hankins Road ROW
3036	7/23/2015	40,722.27	Washington Federal	Debt Payments - Interest	Rev Alloc 4-1	2015A Refinanced Bonds - Interest
3037	7/23/2015	620,000.00	Washington Federal	Debt Payments - Principal	Rev Alloc 4-1	2015A Refinanced Bonds - Principal
3038	7/27/2015	184.99	Washington Federal	Debt Payments - Interest	Rev Alloc 4-1	2015C Refinanced Bonds - Interest
3039			Void			
3040	7/30/2015	5,381.22	Washington Federal	Debt Payments - Interest	Rev Alloc 4-1	2015B Refinanced Bonds - Interest
3040	7/30/2015	450,000.00	Washington Federal	Debt Payments - Principal	Rev Alloc 4-1	2015B Refinanced Bonds - Principal
3041	8/4/2015	94,730.80	Performance Systems Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #85 Hankins Water Storage Tank
3042	8/4/2015	46,962.58	Stock Construction Services, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #86 Construction Management
3043	8/4/2015	186,922.95	Contractors Northwest, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #87 Wastewater Facility Construction
3044	8/4/2015	18,470.05	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #88 Wastewater Facility - Project Mgmt & Admin.
3045	8/5/2015	748.00	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	HVAC prev maintenance - July
3046	8/5/2015	457.62	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	C3 Landscape Water
3046	8/5/2015	46.65	City of Twin Falls	Rogerson Building	Rev Alloc 4-1	Water, Sewer, Sanitation
3047	8/5/2015	408.41	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	Power: 851 Pole Line Rd. (City paid Id Power July Bill - Reimbursement)
3048	8/5/2015	120.00	City of Twin Falls	Real Estate Exp. - Other	Rev Alloc 4-1	Pocket Park maintenance
3049	8/5/2015	229,000.00	City of Twin Falls	Management Fee	General	2014-2015 Management Fee
3050	8/5/2015	1,565.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance - May., June, & July
3051	8/5/2015	65.00	EHM Engineers, Inc.	Rogerson Building	Rev Alloc 4-1	Demo & Geotech recommendation
3052	8/5/2015	22.00	Federal Express	Bonding Costs	General	Postage for 2015C Bonds
3052	8/5/2015	19.34	Federal Express	Bonding Costs	General	Postage for 2015C Bonds
3053	8/5/2015	171.42	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - Rogerson: 149, 153, 155, 157, 159, 161
3053	8/5/2015	9.58	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	122 4th Ave S - (Park)
3054	8/5/2015	2.06	Intermountain Gas Company	Rogerson Building	Rev Alloc 4-1	Gas - Rogerson Bldg
3055	8/5/2015	5,184.00	J & D Seal Coating & Asphalt	Real Estate Exp. - Other	Rev Alloc 4-1	5th Ave parking lot sealcoat
3056	8/5/2015	21.28	Melinda Anderson	Meeting Expense	General	Board member meeting
3056	8/5/2015	9.15	Melinda Anderson	Meeting Expense	Rev Alloc 4-1	Main Ave. meeting
3057	8/5/2015	34,500.00	Skinner Fawcett	Bonding Costs	Rev Alloc 4-1	RAA 4-1 Bonds Series 2015C
3058	8/5/2015	950.00	Trees and Stumps, LLC	Real Estate Exp. - Other	Rev Alloc 4-1	St. Lukes parking lot maintenance
3059	8/5/2015	123.25	Twin Falls Sandwich Company	Meeting Expense	General	7-13-2015 Lunch Meeting
3060	8/5/2015	133.16	Times News	Legal Expense	Rev Alloc 4-4	Ordinance 3097 on 6/4/2015
3061	8/5/2015	440.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - July
3062	8/5/2015	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property Mgmt Fee - July

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss Detail
 July 2015

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
Wash. Fed. LOC						
General...	07/31/2015	AJE #144		Draw #1	400,138.80	400,138.80
Total Wash. Fed. LOC					400,138.80	400,138.80
Investment Income						
Deposit	07/01/2015			Interest	43.83	43.83
Deposit	07/01/2015			Interest	1.79	45.62
Deposit	07/01/2015			Interest	12.95	58.57
Deposit	07/31/2015			Interest	18.79	77.36
Deposit	07/31/2015			Interest	1,164.94	1,242.30
General...	07/31/2015	AJE #146		Interest earned on the State Investment Pool and pos...	70.51	1,312.81
Total Investment Income					1,312.81	1,312.81
Property Taxes						
Deposit	07/27/2015		Twin Falls County ...	Property Taxes including June payments	2,956,550.29	2,956,550.29
Deposit	07/28/2015		Twin Falls County	Property Taxes including June Payments	1,013,485.95	3,970,036.24
General...	07/31/2015	AJE #148		To transfer property taxes need to make payment - u...	-2,442,591.00	1,527,445.24
General...	07/31/2015	AJE #148		To transfer property taxes need to make payment - u...	2,442,591.00	3,970,036.24
Total Property Taxes					3,970,036.24	3,970,036.24
Rental Income						
Deposit	07/07/2015		US Treasury	VA Rent	1,333.33	1,333.33
Deposit	07/21/2015	18121	C3	July, 2015 rent	35,455.71	36,789.04
Total Rental Income					36,789.04	36,789.04
Total Income					4,408,276.89	4,408,276.89
Gross Profit					4,408,276.89	4,408,276.89
Expense						
RAA 4-1						
Main Ave.						
Check	07/09/2015	3030	Otak	Main Avenue Design - May	30,498.10	30,498.10
Total Main Ave.					30,498.10	30,498.10
Rogerson Building						
Check	07/09/2015	3023	City of Twin Falls	Water, Sewer, Sanitation - Rogerson	46.65	46.65
Check	07/09/2015	3026	Idaho Power	Power - 149, 153, 155,157,159,161 Main Ave. East	170.57	217.22
Check	07/09/2015	3027	Intermountain Gas ...	Gas - Rogerson Bldg	2.06	219.28
Total Rogerson Building					219.28	219.28
Total RAA 4-1					30,717.38	30,717.38
RAA 4-4 (Clif Bar)						
Check	07/06/2015	3019	Contractors Northw...	AC #80 Wastewater Pretreatment Fac - Construction	235,863.15	235,863.15
Check	07/06/2015	3020	TBY, Inc.	AC #81 3300 E. Railroad Crossing	10,000.00	245,863.15
Check	07/06/2015	3021	Keller Associates	AC #82 Wastewater Facility	16,047.45	261,910.60
Check	07/06/2015	3022	JUB Engineers, Inc.	AC #83 Hankins Water Storage Tank	33,555.54	295,466.14
Check	07/09/2015	3035	EHM Engineers, Inc.	AC #84 Hankins Road ROW	9,495.00	304,961.14
Total RAA 4-4 (Clif Bar)					304,961.14	304,961.14
Bonding Costs						
General...	07/31/2015	AJE #144		Draw #1 Attorney Costs of Washington Federal	7,000.00	7,000.00
Total Bonding Costs					7,000.00	7,000.00
Debt Payments - Interest						
Check	07/23/2015	3036	Washington Federal	2015A & 2015B Refinanced Bonds - Interest	40,722.27	40,722.27
Check	07/27/2015	3038	Washington Federal	Series B Bond Interest	184.99	40,907.26
Check	07/30/2015	3040	Washington Federal	Payment on 2014 Series B Bond	5,381.22	46,288.48
Total Debt Payments - Interest					46,288.48	46,288.48
Debt Payments - Principal						
Check	07/23/2015	3037	Washington Federal	2015A & 2015B Refinanced Bonds - Principal	620,000.00	620,000.00
Check	07/30/2015	3040	Washington Federal	Payment on 2014 Series B Bond	450,000.00	1,070,000.00
Total Debt Payments - Principal					1,070,000.00	1,070,000.00
Meeting Expense						
Check	07/09/2015	3031	Papa Kelsey's	4/13/2015 Meeting Lunch	101.74	101.74
Total Meeting Expense					101.74	101.74
Office Expense						
Check	07/08/2015	BC	Wells Fargo	Online Image View - 90 days	3.50	3.50
Check	07/09/2015	3024	Clos	Binder tabs for URA binder	15.28	18.78
Total Office Expense					18.78	18.78

Urban Renewal Agency of the City of Twin Falls, ID

Profit & Loss Detail

July 2015

Type	Date	Num	Name	Memo	Amount	Balance
Real Estate Exp. - Call Center						
Check	07/09/2015	3023	City of Twin Falls	C3 Landscape Water	317.04	317.04
Check	07/09/2015	3025	Commercial Proper...	C3 Landscape Mntc - June	1,190.00	1,507.04
Check	07/09/2015	3026	Idaho Power	Power - 851 Poleline	206.34	1,713.38
Check	07/09/2015	3028	J & L Sweeping Se...	Property mntc - June	352.00	2,065.38
Check	07/09/2015	3029	K & G Property Ma...	Property management fee - June	450.00	2,515.38
Check	07/09/2015	3032	Quality First Aspha...	Asphalt Repair	6,349.50	8,864.88
Check	07/09/2015	3033	Sawtooth Spraying...	Weed kill - URA Properties	150.00	9,014.88
Check	07/09/2015	3034	American Real Est...	Appraisal Fee	3,500.00	12,514.88
Total Real Estate Exp. - Call Center					12,514.88	12,514.88
Real Estate Exp. - Other						
Check	07/09/2015	3026	Idaho Power	Power - 122 4th S - Park	11.29	11.29
Total Real Estate Exp. - Other					11.29	11.29
Total Expense					1,471,613.69	1,471,613.69
Net Ordinary Income					2,936,663.20	2,936,663.20
Net Income					2,936,663.20	2,936,663.20

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

	Jul 31, 15
ASSETS	
Current Assets	
Checking/Savings	
Cash	
WF General Checking #6350	661,290.58
WF Bond Escrow #6400	4,553,671.25
WF Savings #8992	6,504,042.82
Zions Revenue Alloc. #8616	3,756,046.91
Zions Revenue Alloc. #8616A	110,556.95
Zions Revenue Alloc. #8616B	0.71
Zions Bond Reserve #8616C	2,705,320.09
Wash. Fed. #342-4	353,124.92
Wash. Fed. Bond Reserve	475,119.02
State Investment Pool	455,409.45
Total Cash	19,574,582.70
Total Checking/Savings	19,574,582.70
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	19,637,785.33
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	24,564,573.35
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	7,765,525.58
Total Equity	24,436,138.84
TOTAL LIABILITIES & EQUITY	24,564,573.35

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

Type	Date	Num	Name	Memo	Amount	Balance
ASSETS						21,627,910.15
Current Assets						16,701,122.13
Checking/Savings						16,637,597.21
Cash						16,637,597.21
WF General Checking #6350						575,629.28
Check	07/06/2015	3019	Contractors Northwest, Inc.	AC #80 Wastewater Pretreatment Fac...	-235,863.15	339,766.13
Check	07/06/2015	3020	TBY, Inc.	AC #81 3300 E. Railroad Crossing	-10,000.00	329,766.13
Check	07/06/2015	3021	Keller Associates	AC #82 Wastewater Facility	-16,047.45	313,718.68
Check	07/06/2015	3022	JUB Engineers, Inc.	AC #83 Hankins Water Storage Tank	-33,555.54	280,163.14
Deposit	07/07/2015			Deposit	1,333.33	281,496.47
Check	07/08/2015	BC	Wells Fargo	Online Image View - 90 days	-3.50	281,492.97
Check	07/09/2015	3023	City of Twin Falls	Utility Billing	-363.69	281,129.28
Check	07/09/2015	3024	Clos	Binder tabs for URA binder	-15.28	281,114.00
Check	07/09/2015	3025	Commercial Property Main...	C3 Landscape Mntc - June	-1,190.00	279,924.00
Check	07/09/2015	3026	Idaho Power	Power Bill	-388.20	279,535.80
Check	07/09/2015	3027	Intermountain Gas Compa...	Gas - Rogerson Bldg	-2.06	279,533.74
Check	07/09/2015	3028	J & L Sweeping Service, I...	Property mntc - June	-352.00	279,181.74
Check	07/09/2015	3029	K & G Property Managem...	Property management fee - June	-450.00	278,731.74
Check	07/09/2015	3030	Otak	Main Avenue Design - May	-30,498.10	248,233.64
Check	07/09/2015	3031	Papa Kelsey's	4/13/2015 Meeting Lunch	-101.74	248,131.90
Check	07/09/2015	3032	Quality First Asphalt Maint...	Asphalt Repair	-6,349.50	241,782.40
Check	07/09/2015	3033	Sawtooth Spraying Service	Weed kill - URA Properties	-150.00	241,632.40
Check	07/09/2015	3034	American Real Estate and...	Appraisal Fee	-3,500.00	238,132.40
Check	07/09/2015	3035	EHM Engineers, Inc.	AC #84 Hankins Road ROW	-9,495.00	228,637.40
Deposit	07/21/2015			Deposit	35,455.71	264,093.11
Check	07/23/2015	3036	Washington Federal	2015A & 2015B Refinanced Bonds - I...	-40,722.27	223,370.84
Check	07/23/2015	3037	Washington Federal	2015A & 2015B Refinanced Bonds - P...	-620,000.00	-396,629.16
Transfer	07/23/2015			Funds Transfer	500,000.00	103,370.84
Check	07/27/2015	3038	Washington Federal	Series B Bond Interest	-184.99	103,185.85
Deposit	07/28/2015			Deposit	1,013,485.95	1,116,671.80
Check	07/30/2015	3040	Washington Federal	Payment on 2014 Series B Bond	-455,381.22	661,290.58
Total WF General Checking #6350					85,661.30	661,290.58
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						7,002,555.59
General Journal	07/15/2015	AJE #145		Correction to Back Up withholding	322.29	7,002,877.88
Transfer	07/23/2015			Funds Transfer	-500,000.00	6,502,877.88
Deposit	07/31/2015			Interest	1,164.94	6,504,042.82
Total WF Savings #8992					-498,512.77	6,504,042.82
Zions Revenue Alloc. #8616						799,483.67
Deposit	07/01/2015			Interest	12.95	799,496.62
Deposit	07/27/2015			Deposit	2,956,550.29	3,756,046.91
Total Zions Revenue Alloc. #8616					2,956,563.24	3,756,046.91
Zions Revenue Alloc. #8616A						110,555.16
Deposit	07/01/2015			Interest	1.79	110,556.95
Total Zions Revenue Alloc. #8616A					1.79	110,556.95
Zions Revenue Alloc. #8616B						0.71
Total Zions Revenue Alloc. #8616B						0.71
Zions Bond Reserve #8616C						2,705,276.26
Deposit	07/01/2015			Interest	43.83	2,705,320.09
Total Zions Bond Reserve #8616C					43.83	2,705,320.09
Wash. Fed. #342-4						0.00
General Journal	07/31/2015	AJE #144		Draw #1	353,124.92	353,124.92
Total Wash. Fed. #342-4					353,124.92	353,124.92
Wash. Fed. Bond Reserve						435,086.35
General Journal	07/31/2015	AJE #144		Draw #1	40,013.88	475,100.23
Deposit	07/31/2015			Interest	18.79	475,119.02
Total Wash. Fed. Bond Reserve					40,032.67	475,119.02

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

Type	Date	Num	Name	Memo	Amount	Balance	
State Investment Pool						455,338.94	
General Journal	07/31/2015	AJE #146		Interest earned on the State Investme...	70.51	455,409.45	
Total State Investment Pool						70.51	455,409.45
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						2,936,985.49	19,574,582.70
Total Checking/Savings						2,936,985.49	19,574,582.70
Accounts Receivable						0.00	
Accounts Receivable						0.00	
Total Accounts Receivable						0.00	
Total Accounts Receivable						0.00	
Other Current Assets						63,524.92	
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						322.29	
General Journal	07/15/2015	AJE #145		Correction to Back Up withholding	-322.29	0.00	
Total Deposits						-322.29	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						-322.29	63,202.63
Total Current Assets						2,936,663.20	19,637,785.33
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 July 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					2,936,663.20	24,564,573.35
LIABILITIES & EQUITY						21,627,910.15
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 July 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						21,499,475.64
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						4,828,862.38
Total Net Income					2,936,663.20	7,765,525.58
Total Equity					2,936,663.20	24,436,138.84
TOTAL LIABILITIES & EQUITY					2,936,663.20	24,564,573.35



Date: August 10, 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 final budget in the amount of \$35,284,470 for the fiscal year ending September 30, 2016.

Background:

At the June 8th board meeting a preliminary budget was adopted. That preliminary budget included the following highlights:

- 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 \$3.5 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.
- 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.

Subsequent to the adoption, the preliminary budget was publically noticed in the Times News as required. The final budget, whose adoption is being request, is the same as the preliminary budget except for an additional cash carryover of \$123,000 that is now forecast to be available and an updating of the current years financial activity through July.

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	\$ 8,780
Subtotal	\$25,413,796
Cash Carryover	<u>\$10,123,000</u>
Total	\$35,536,796

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>\$ 6,972,193</u>
Total	\$35,284,470

Approval Process:

Today's discussion is a review of the final budget for the next fiscal year. TFURA will hold a public hearing and then consider this request to adopt the final budget at that time.

Budget Impact:

This is the final step in the adoption process and will establish the FY 2015-16 TFURA budget.

Conclusion:

We ask the board to adopt the final budget amount, \$35,284,470.

Attachments:

1. FY 2015-16 Final 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	2015-2016 Budget						
		Revenue Allocation				Bond Fund			10-1-14 to	Revenue Allocation					Budget	
		General	Rental Fund	4-1	4-3 (Chobani)	4-4 (Clif)	Wells Fargo	Zions Bank	7-31-15	General	Rental Fund	4-1	4-3 (Chobani)	4-4 (Clif)	Zions Bank	2015-16
Revenue																
Capital Lease - Jayco									0							
Investment Income	2,000		250			70	230	2,550	8,790	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	8,277,769			2,315,000	2,601,000		2,555,290	7,471,290
Rental Income		435,908						435,908	360,256		433,726					433,726
Loan Proceeds (Net of Costs)				693,623	14,995,362			15,688,985	8,904,717			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	17,551,532	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	3,538,000	6,515,000			10,123,000
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	8,096,073	9,076,000	15,056,477	2,555,570	35,536,796
Expenditures																
RAA 4-1			3,584,596					3,584,596	357,271			6,964,993				6,964,993
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	4,767,679					15,056,477		15,056,477
Bond Trustee Fees						3,500	3,000	6,500							3,000	3,000
Bonding Costs									62,996							0
Community Relations & Website	1,700							1,700		1,700						1,700
Debt Payments - Interest			0			237,342		237,342	166,787			118,880				118,880
Debt Payments - Principal			184,060			460,000		644,060	1,254,090			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	245	1,000						1,000
Management Fee	229,000							229,000		229,000						229,000
Meeting Expense	3,000							3,000	2,560	4,000						4,000
Miscellaneous	10,500							10,500	10,199	10,500						10,500
Office Expense	500							500	292	500						500
Prof. Dev.\Training	2,800							2,800	967	2,800						2,800
Property Tax Expense		37,000						37,000	36,148		37,000					37,000
Real Estate Exp. - Call Center		133,400						133,400	33,013		133,400					133,400
Real Estate Exp. - Other			6,200					6,200	3,997			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	9,786,009	257,950	242,400	8,096,073	9,076,000	15,056,477	2,555,570	35,284,470
	0	60,548	(0)	(0)	(0)	0	0	60,547	7,765,523	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																



Date: August 10, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Melinda Anderson, Executive Director

Request:

Consideration of a request to approve preliminary (30%) Main Avenue Redesign concept.

Background:

Otak will present to the board its preliminary design at today's meeting. It includes much of what the community has said they want to see as part of a rejuvenated Main Avenue and the new Downtown Commons. This design means that Main Avenue from Jerome Street to Fairfield Street will be completely overhauled with new street, sidewalk, lighting, landscaping, and more. This design will also open up Hansen Street from Main to 2nd Ave South by removing the fountain, and will entail building a new plaza (Downtown Commons) at the site of the current Rogerson Building.

Along with the design, Otak will also present **preliminary** costs based on the 30% design. Once the engineering is 100% complete, we will have more refined estimates to review. The attached memo from Otak outlines those preliminary estimates by category – Alley Infrastructure, Main Avenue, Downtown Commons, and Hansen Street Improvements.

Approval Process:

Approval by a quorum of the Board in open meeting. City staff will make the same request at tonight's City Council meeting.

Budget Impact:

TFURA closed on a bond on July 23 to pay for the alley infrastructure in 2016 and 2017. For the balance of the Main Ave project, there are various scenarios that staff and Otak will refine to develop a construction phasing program as we move toward final design based on available funds.

Conclusion:

Staff recommends the board approve the 30% preliminary Main Avenue Redesign Project design.

Attachments:

1. Otak 30% design drawings
2. Otak 30% cost estimate memo

Main Avenue

Area Redesign Project

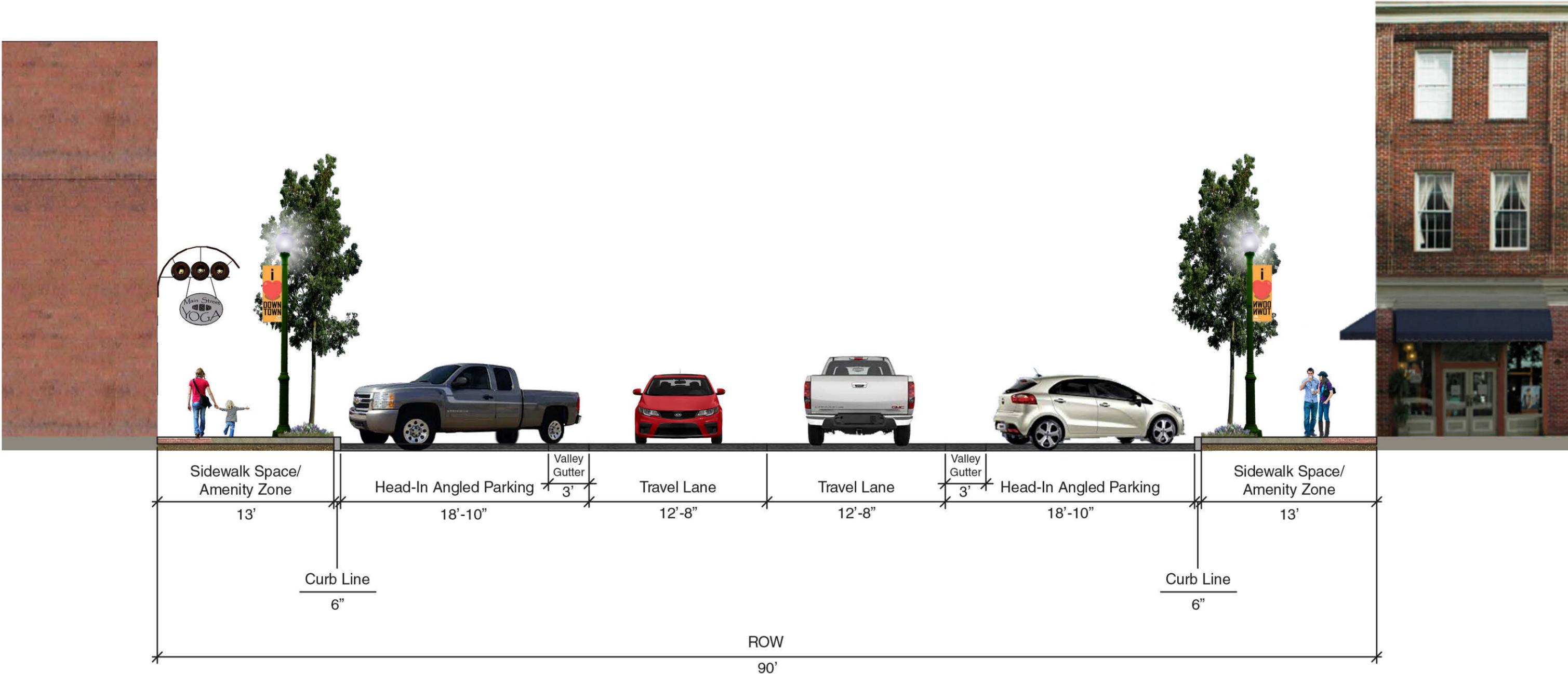


Draft—August 2015

Master Plan/Preliminary Design Layout

Main Avenue

Area Redesign Project

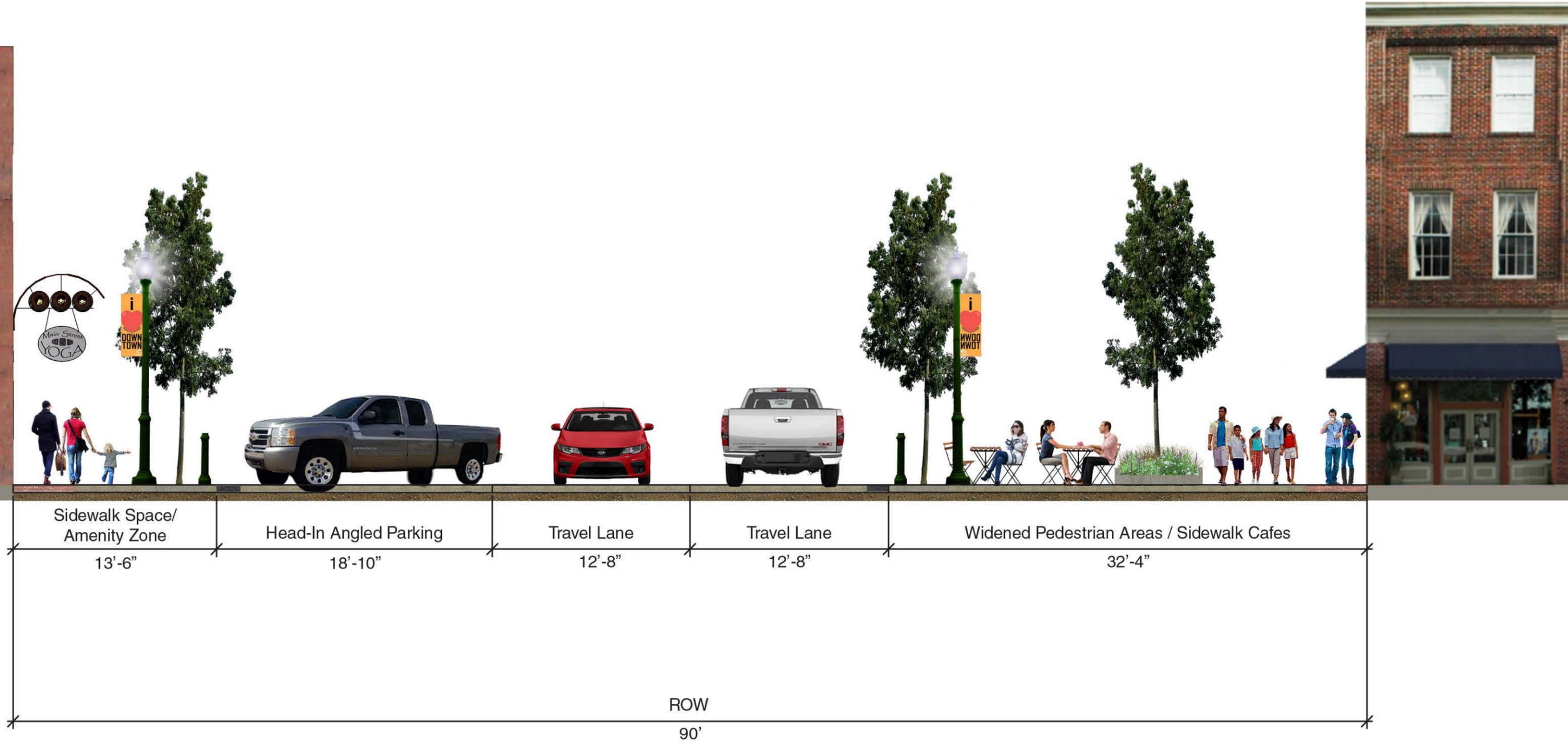


Draft—August 2015

Main Avenue Cross Section (Typical)

Main Avenue

Area Redesign Project



Draft—August 2015

Main Avenue Cross Section—Festival Street Areas



**Streetscape View at
Downtown Commons**



**Bird's Eye View
Festival Street/Mid-Block**

Downtown Commons Master Plan

Restroom and Stage Building

Tensile Shade Structure

Hansen Street Extension

Concert Seating Area

Splash Play Area

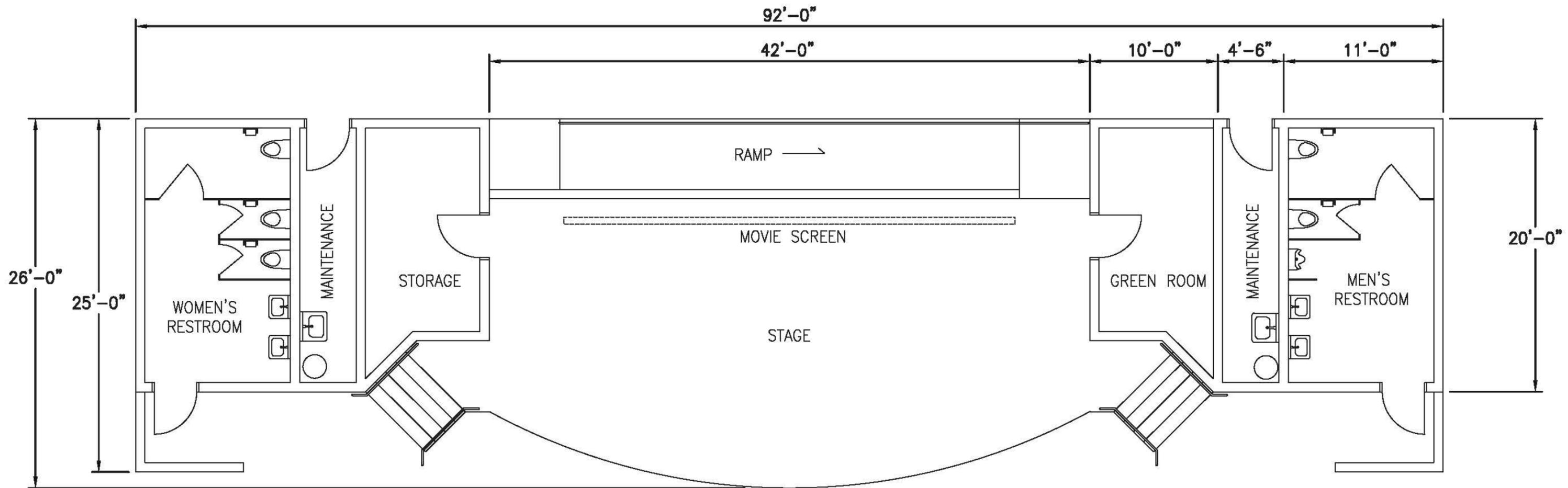
Raised Intersection

Colored Unit Pavers
in Furnishings Zones,
at Festival Streets and
Intersection Corners

Festival Street Segments



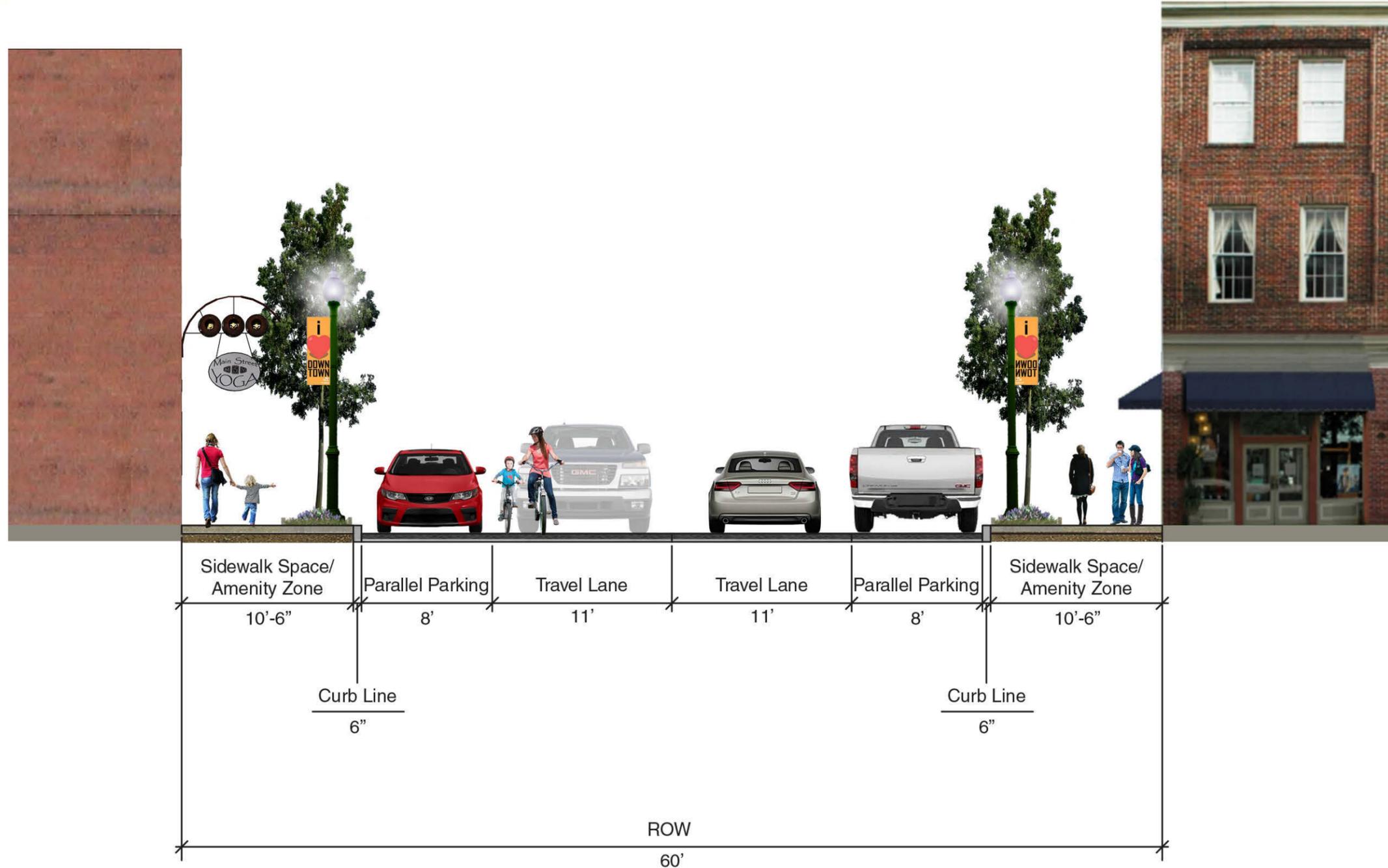
Main Avenue Area Redesign Project



Downtown Commons Restroom and Stage Building

Main Avenue

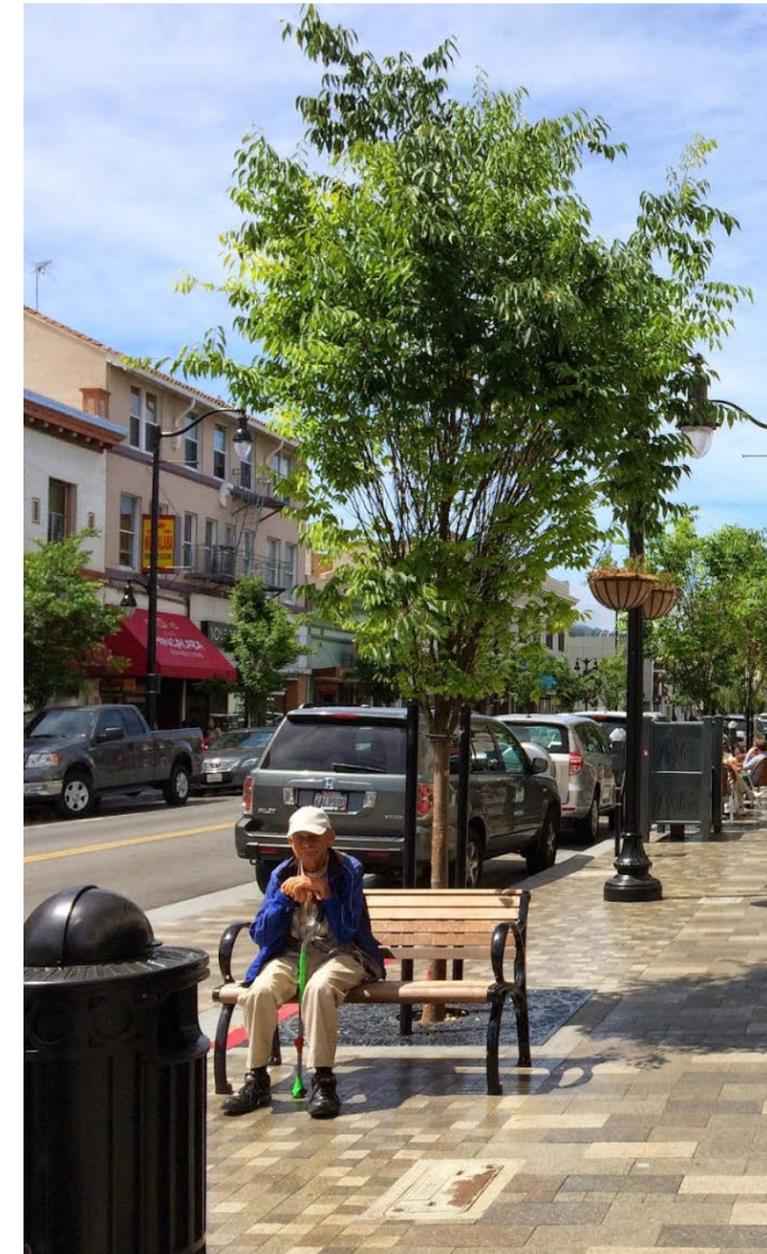
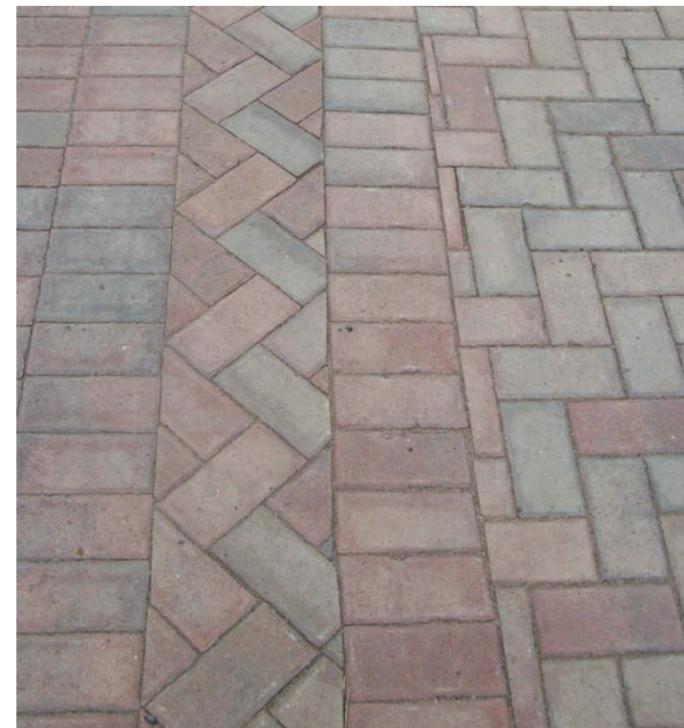
Area Redesign Project



Hansen Street Extension Cross Section

Main Avenue

Area Redesign Project



Unit Paving Colors and Patterns Still to be Determined

MaIN AVENue

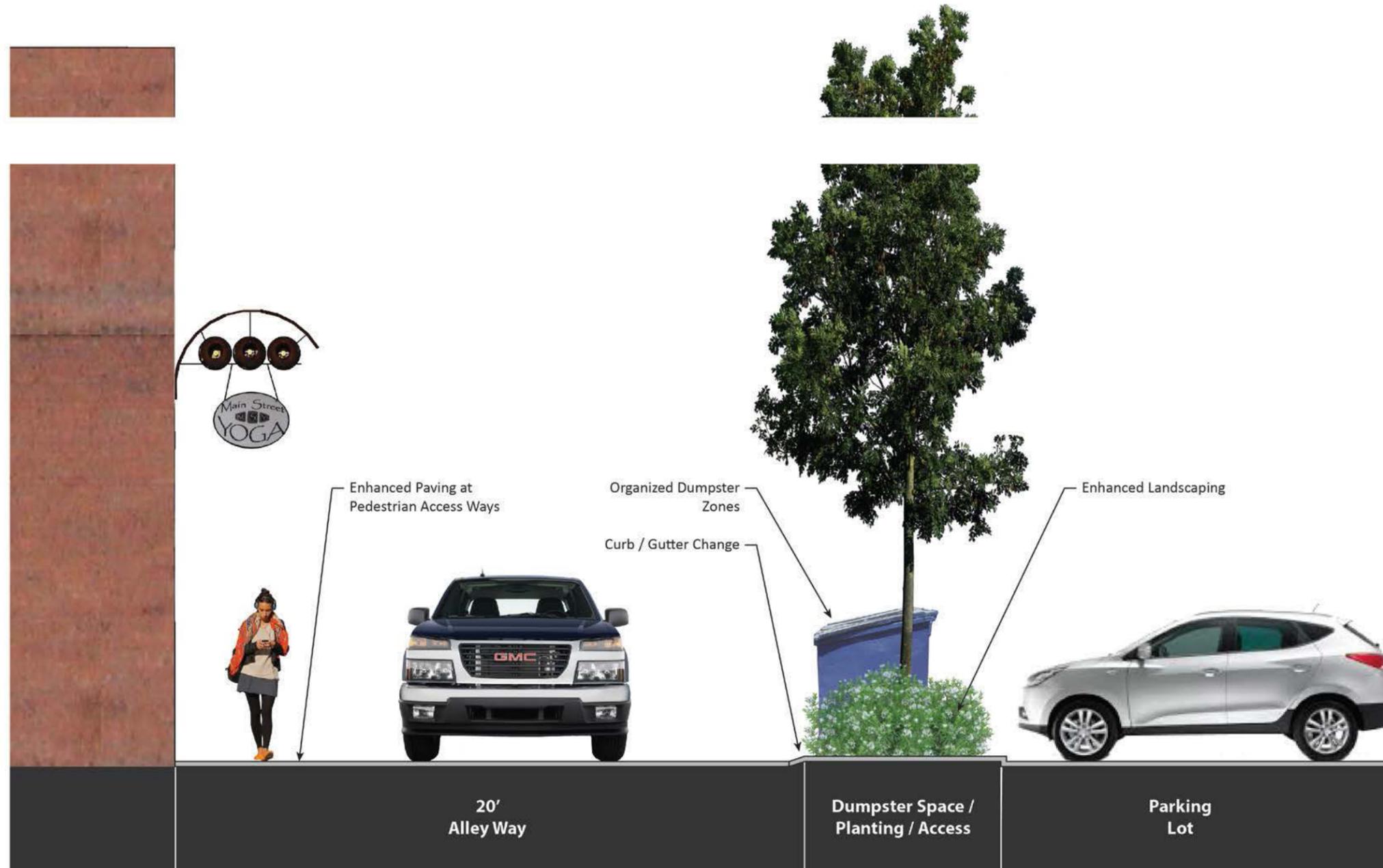
Area Redesign Project



Festival and Holiday Lighting/Space for Portable Ice Rink

Main Avenue

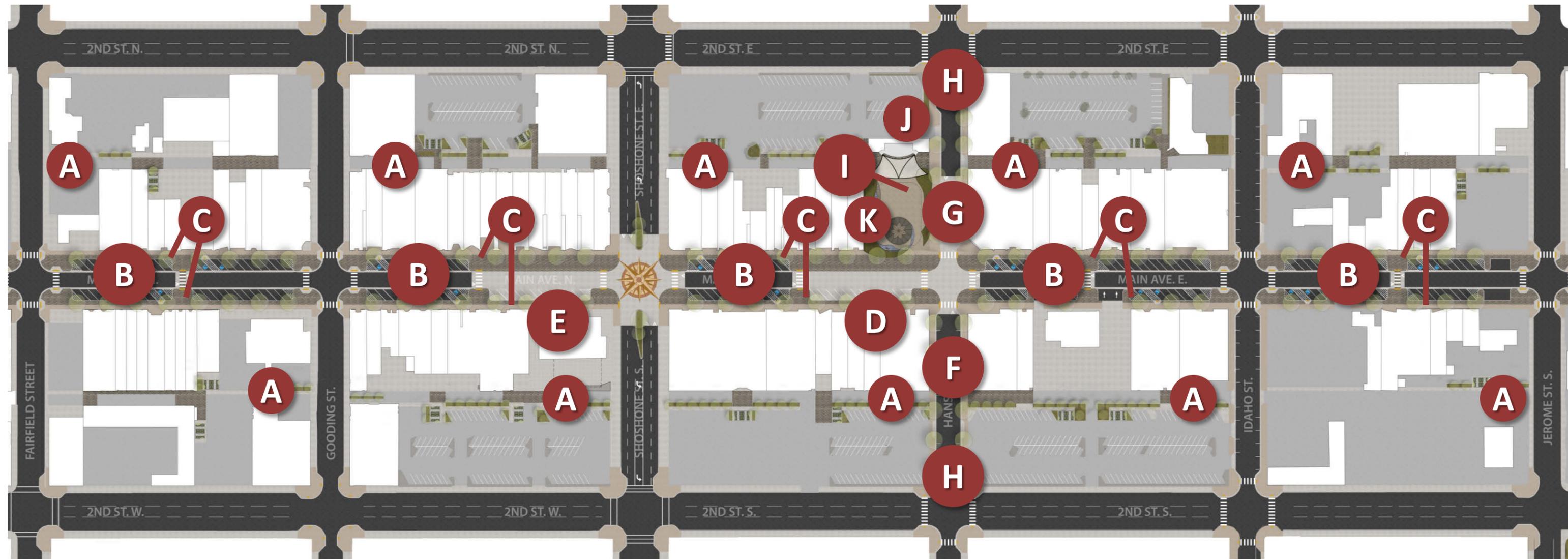
Area Redesign Project



Alley Way Enhancements

Main Avenue

Area Redesign Project



Draft—August 2015

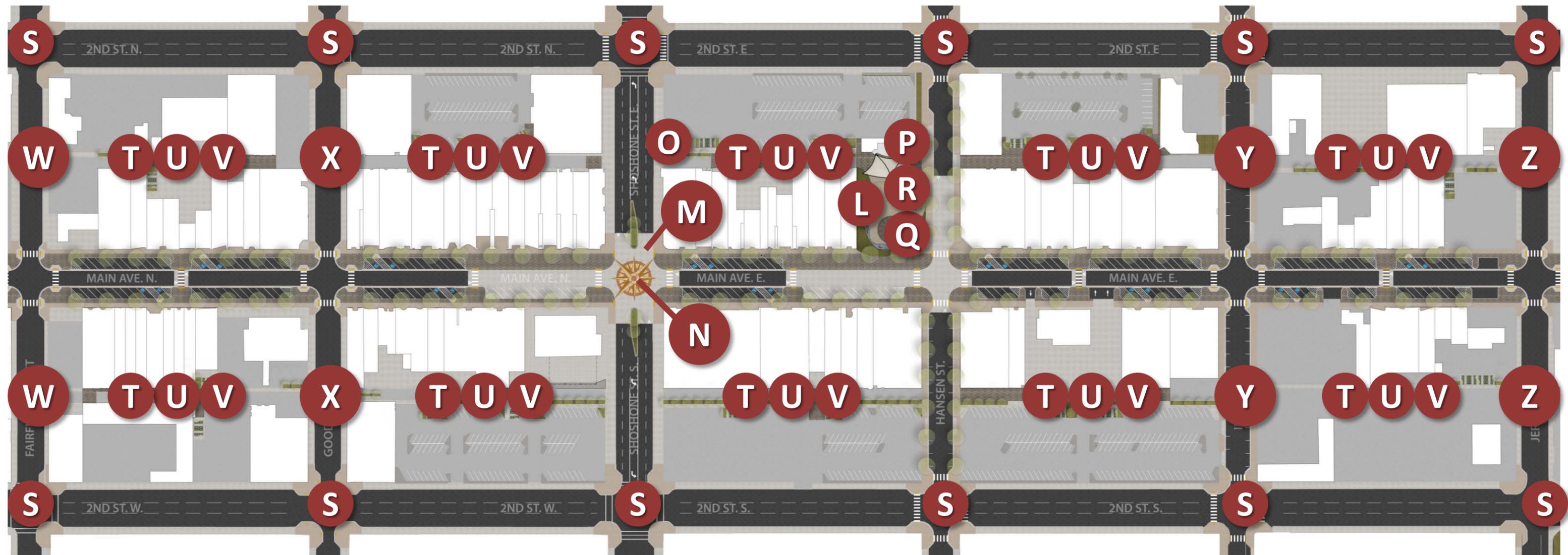
Potential Project Elements

Main Avenue

Area Redesign Project



otak



Draft—August 2015

Other Possible/Optional Project Elements

Memorandum



To: Twin Falls Urban Renewal Agency

From: Mandi Roberts and Nico Vanderhorst, Otak, Inc.

Date: August 4, 2015

Subject: SUMMARY: Description of Potential Improvements and Estimated Costs for the Main Avenue Area Redesign Project, Twin Falls, Idaho

The design team has completed the horizontal layout of the Main Avenue Area improvements to a preliminary design level. In addition, we have prepared preliminary cost estimates.

The list of potential improvements beginning on the next page should be viewed as a “master plan” for the Main Avenue Area. Some of these improvements would be funded by the Urban Renewal Agency, while others listed would need to be funded through separate funding sources. Some improvements listed may need to be deferred or omitted due to funding limitations. The TFURA Board may decide to extend the project out over the next few years to be able to fund more improvements.

Please note that the costs below are **preliminary** for budgeting purposes only and based on a preliminary level of design (30%). Given the level of design, contingencies are included in the cost estimates for each item below. The costs also include allowances for escalation for a second season of construction, construction contingency, mobilization, and design and construction services. As the project proceeds through final design, the cost estimates will be updated. Also as design progresses, we expect that pricing can be more fine-tuned.

The list of potential project elements includes basic improvements as well as optional improvements for the Board’s consideration. Input on these optional improvements will be gathered from the Project Advisory Committee and City Council on August 10th and from the general community at the City Fair on August 12th.

For cross street improvements (curb, gutter, and sidewalk reconstruction and replacement of existing trees along segments of Fairfield, Gooding, Shoshone, Idaho, and Jerome between the 2nd Avenues), the City expects to pursue a separate Community Development Block Grant. Portions of Hansen Street could also be included in this grant package, depending upon the preferences of the TFURA Board and the City of Twin Falls.

Main Avenue Area Redesign Project Elements

Key	Description:	Estimated Cost:
A	Utilities Replacement and Pavement Resurfacing in the Alley Ways <ul style="list-style-type: none"> Replacement and upgrades of utilities in the alley ways (ten blocks) between Fairfield and Jerome – both sides of Main Avenue. Upgrades to water, sewer, stormwater, electrical, natural gas, communications anticipated. Replacement and upgrades continuing for water and sewer where needed in the alleyway between Jerome and Ketchum in Ketchum to Main Avenue and in Main Avenue from Ketchum to Liberty. Repaving of the alley way surfaces in asphalt. Replacement of sewer in Shoshone Street. 	\$5,000,000
B	Main Avenue Reconstruction—Five Blocks <ul style="list-style-type: none"> Full roadway demolition and reconstruction (asphalt) for the five blocks of Main Avenue between centerline of Fairfield and centerline of Jerome New curb, gutter, sidewalks (concrete), landscape/furnishings zone and curb bulbs/extensions at intersections Raised mid-block crossings Street trees and landscaping (includes soil/ irrigation) and base level of furnishings All pedestrian scale street lights replaced with similar design pole and fixture; secondary electrical circuit with outlets for events New storm drainage system 	\$4,750,000 (\$950,000 per Block)
C	Colored Unit Pavers in Furnishings Zones of Main Avenue	\$220,000
D	Main Avenue Festival Street West of Hansen <ul style="list-style-type: none"> To half block in front of Downtown Commons Raised concrete street with bollards and furnishings 	\$125,000
E	Main Avenue Festival Street West of Shoshone <ul style="list-style-type: none"> To half block in Front of Paris Building Raised concrete street with bollards and furnishings 	\$125,000
F	Hansen Street Extension South to Parking Area <ul style="list-style-type: none"> Extension from Main southerly, across alleyway, and to parking area and reconstruction to create a new roadway accessing the parking area (new asphalt, curb, gutter, and sidewalk; does not assume a raised festival street in this area) Illumination—new pedestrian scale street lights Stormwater drainage improvements (Separate/optional: improvements included northerly from plaza/ alleyway to 2nd Avenue E. or from parking area to 2nd Avenue S.) 	\$300,000

Summary of Preliminary Design Elements and Cost Estimates

Key	Description:	Estimated Cost:
G	<p>Hansen Festival Street between Downtown Commons and New City Hall</p> <ul style="list-style-type: none"> • From Main Avenue North to Alley Way (Adjacent to Downtown Commons) and Raised Intersection at Hansen and Main 	\$135,000
H	<p>Hansen Street Roadway Segments North and South to the 2nd Avenues</p> <ul style="list-style-type: none"> • New curb, gutter, sidewalk, north of Downtown Commons to 2nd Avenue E. • New roadway, curb, gutter, and sidewalk from parking area to the south to 2nd Avenue S. • Curb bulbs/extensions all four corners at both 2nd Avenue intersections 	<p>\$385,000</p> <p>(Includes curb bulbs/extensions: \$137 k each intersection)</p>
I	<p>Downtown Commons Plaza</p> <ul style="list-style-type: none"> • Basic concrete paving and installation of donated bricks; and some special paving around spray play feature of 12,500 square-foot plaza area • Small, plumbed prefabricated restroom building (1 stall each side) with some architectural treatments and small side deck area for stage • Lighting and electrical • Spray play area with recirculation system, water cleaning/filtering, plumbing, and drainage • Trees (10) with some tree grates and minimal landscaped areas (includes topsoil/planting medium and irrigation) • Storm drainage • No furnishings assumed in base project; could be purchased separately 	\$900,000
J	<p>Downtown Commons Optional Larger Custom Designed Restroom Building</p> <ul style="list-style-type: none"> • 3 stalls each side • Deck stage in the middle • Storage area • Access to Spray Play controls/systems 	\$150,000
K	<p>Downtown Commons Optional Screening/Trellis</p> <ul style="list-style-type: none"> • Architectural trellis elements/screening and treatments along blank wall 	\$90,000
<i>Running Total for Items A through K</i>		\$12,180,000

Summary of Preliminary Design Elements and Cost Estimates

Other Possible/Optional Project Elements

L	DOWNTOWN COMMONS: Furnishings for Plaza—Benches, chairs, tables, bike rack, trash and recycling receptacles; could be purchased separately and installed later	\$120,000
M	SHOSHONE/MAIN: Raised Intersection at Shoshone and Main	\$150,000
N	SHOSHONE/MAIN: Compass Design Feature in Pavement	\$60,000
O	SHOSHONE: Driveway Replacements and Curb, Gutter, Sidewalk Repairs (North of Main Avenue)	\$80,000
P	DOWNTOWN COMMONS: Historic Interpretation Displays and Features/Rogerson Site History	\$60,000
Q	DOWNTOWN COMMONS: Additional Trees and Landscaping for Shade/Cooling	\$90,000
R	DOWNTOWN COMMONS: Overhead Tensile Shade Structure*	\$350,000
S	2 ND AVENUES: Concrete curb bulb outs/extensions all four corners per intersection and pedestrian crossing striping/signing	\$137,000 Each Location
T	ALLEY WAYS: Lighting and Electrical Service in the Alley Ways—replacement and upgrades of lighting and City electrical service within the alley ways (ten blocks both sides of Main Avenue) between Fairfield and Jerome	\$32,500 per Block Side or +\$650,000 Total
U	ALLEY WAYS: Enhanced Paving at Pedestrian Crossing Zones and Enhanced Landscaping—New Trees, Shrubs, and Irrigation	\$50,000 per Block Side
V	ALLEY WAYS: Add Trash Enclosures for Large Trash Bins	\$60,000 per block side

*Pricing still under review; may be able to find lower cost product

Cross Street Improvements—Potential Community Development Block Grant (CBDG) Could Fund a Portion of the Following Work

W	Fairfield Street – Curb, Gutter, and Sidewalk Replacement, Storm Drainage, Electrical Conduit for Future Lighting Replacement, and New Driveways at Alleys and Private Properties (550 LF; assumes no curb bulbs at 2nds or added separately)	\$235,000
X	Gooding—Curb, Gutter, and Sidewalk Replacement, Storm Drainage, New Driveways at Alleys & Private Properties, Electrical Conduit for Future Lighting Replacement, and Replace Exist. Trees (260 LF; assumes no curb bulbs at 2nds or added separately)	\$110,000
Y	Idaho—Curb, Gutter, and Sidewalk Replacement, Storm Drainage, New Driveways at Alleys and Private Properties, Electrical Conduit for Future Lighting Replacement (920 LF; assumes no curb bulbs at 2nds or added separately)	\$385,000
Z	Jerome—Curb, Gutter, and Sidewalk Replacement, Storm Drainage, New Driveways at Alleys and Private Properties, Electrical Conduit for Future Lighting Replacement (780 LF; assumes no curb bulbs at 2nds or added separately)	\$330,000
	Total	\$1,060,000.00
	Additional Cost for Escalation and Packaging and Bidding Separately	TBD



Date: Monday, August 10, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Josh Baird, City of Twin Falls Staff Engineer

Request:

Consideration of a request to authorize the Chairman of the Board of the Urban Renewal Agency of the City of Twin Falls (URA) to sign an agreement with the City of Twin Falls and Eastern Idaho Railroad, LLC (Railroad) to allow the Railroad to make improvements to the railroad crossing at 3300 East.

Background:

As part of the Development Agreement and subsequent amendment with Clif Bar, the City of Twin Falls and the URA have agreed to improve the railroad crossing at 3300 East. The improvement planned is the addition of a signal (without gates) and associated appurtenances. Minor surface improvements are also planned on both sides of the tracks on 3300 E to allow for a smoother transition between the roadway surface and the railroad tracks.

In order to facilitate the improvement, the railroad requires an agreement with those involved, as the Railroad will either perform the work themselves or directly manage the work by others.

The Twin Falls Highway District was invited to be a part of the agreement since they have jurisdiction over the north side of the railroad tracks. They declined to be a part of the agreement, since they didn't feel they needed to be a part of it. They have, however, allowed the URA and/or a Contractor to use their right-of-way and/or easements for the project.

The funding is being provided by the URA.

The Mayor of the City of Twin Falls has signed the agreement after approval from City Council at the August 3, 2015 City Council meeting.

Approval Process:

A majority vote of the URA Board to authorize the Chairman sign the final agreement.

Budget Impact:

The funding for this project is coming from the Urban Renewal Agency.

Conclusion:

City of Twin Falls Staff recommends that the URA Board authorize the Chairman to sign the agreement.

Attachment:

1. Agreement

ACTUAL COST RAILROAD CONSTRUCTION AGREEMENT

3300 EAST RAILROAD CROSSING

THIS AGREEMENT, made and entered into this ____ day of _____, 2015, by and between **Eastern Idaho Railroad, LLC, a limited liability company of the State of Idaho**, hereinafter called the “**Railroad**”; the **Urban Renewal Agency of the City of Twin Falls, Idaho**, an independent public body corporate and politic of the State of Idaho, hereinafter called the **URA**; and the **City of Twin Falls**, a political subdivision of the State of Idaho, hereinafter called the “**City**”.

GENERAL DEFINITIONS:

The following definitions apply to this agreement:

Authorized User	Any entity that has rights by permit, agreement, or contract to use Railroad property including tracks.
Crossing	At-grade highway-railroad crossing of railroad track(s) by a highway for use by highway traffic including pedestrians located at milepost 55.12 on the Twin Falls Subdivision DOT 819145D in Twin Falls County, Idaho.
Crossing Signals	Automatic flashing-light traffic control devices with train activation equipment, including gates when specified, used to control highway traffic including pedestrians for a highway railroad at-grade crossing.
Crossing Surface	The highway surface area between the rails plus two feet outside of the rails of railroad track(s) of a Crossing.
Job Site	Area(s) of work on Railroad property as approved by the Railroad.
Project	The work defined by the plans and specification developed by the City with approval from the Railroad.

PURPOSE:

The City, URA, and Railroad desire to improve the safety of a Crossing by installing a Railroad Grade Crossing Signal Type 1 (without gates) at 3300 East in Twin Falls County.

The Railroad at URA expense will provide and install Crossing Signals, provide railroad flagging and other railroad protective services, provide roadway traffic control during construction, remove all debris from Project, and perform other work as necessary to complete the Project at URA expense. The Railroad will maintain the Crossing and Crossing Signal at Railroad Expense.

The City will provide and install at URA expense, advance warning signs and standard pavement markings to accommodate the Crossing Signal and crossing.

This Agreement sets out the terms for the installation, operation, maintenance, and payment of the Crossing work of installing Crossing Signals, Crossing Surface improvements, advance Crossing warning signs, standard Crossing pavement markings.

TERMS

1. Contact Persons

- a. The Railroad is to submit billings, documents and coordinate all activities through the City contact person:

Joshua R. Baird, Staff Engineer
City of Twin Falls
324 Hansen Street East
PO Box 1907
Twin Falls, ID 83301
JBaird@tfid.org
(208) 735-7323

The City may change its contact person by notifying the Railroad's contact person in writing.

- b. The City is to coordinate all activities on Railroad property through the Railroad's contact person of:

Steve Monson, Roadmaster
Eastern Idaho Railroad, LLC
618 Shoshone Street
Twin Falls, ID 83301
smonson@watcocompanies.com
(208) 300-0870

or

Scott Adams, Chief Engineer of Track West Region
WATCO Transportation Services, LLC
420 Hansen Street South
Twin Falls, ID 83301
sadams@watcocompanies.com
(208) 734-4644 ext. 1106

The Railroad may change its contact person by notifying the City contact person in writing.

- c. Urban Renewal Agency of the City of Twin Falls contact person:

Melinda Anderson, Executive Director
Urban Renewal Agency of the City of Twin Falls, Idaho
PO Box 1907
Twin Falls, ID 83301
MAnderson@tfid.org
(208) 735-7240

The URA may change its contact person by notifying the City contact person in writing.

2. Installation of Signals and At-Grade Surface Improvements

The Railroad shall at URA expense, furnish all labor, materials, and equipment necessary for the complete construction and installation of signals and at-grade surface improvements at the crossing as shown on the plans attached hereto and made a part of this Agreement. This work by the Railroad shall include the removal of the existing at-grade surface materials.

The Railroad shall furnish at URA expense, such detailed plans, specifications, lists of materials, and estimates of cost that may be required in addition to those prepared by the City. These plans, specifications, lists, and estimates are hereby made a part of this Agreement by reference.

The position of the signals at the crossing and at-grade surface improvements shall be in compliance with the Manual on Uniform Traffic Control Devices as shown in the attached Exhibit. The Railroad shall not begin installation of the signals and at-grade surface improvements until authorization is received from the City. The City shall be notified by the Railroad 48 hours in advance of commencement of the installations.

The Railroad and City shall make a joint inspection after the completion of all work.

The estimated cost of the work is \$162,613.00 for signals, \$49,507.00 for at-grade surface improvements, and \$4,000 for railroad flagging. Cost estimating information is attached hereto and made a part of this Agreement.

3. Flagging Requirements

All work to be done by the **City/URA** or its contractor on the Railroad's right-of-way shall be done in a manner satisfactory to the Railroad. The work shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the track of the Railroad. The **City/URA** or its contractor shall notify the Railroad, a sufficient time in advance, whenever work is about to be performed on or adjacent to the Railroad's right-of-way or track to enable the Railroad to furnish flagging and such other protective services as might be necessary to ensure the safety of Railroad operations. The cost of flagging and other protective services provided by the Railroad, will be at the expense of the URA.

4. Insurance

All contracts between the **City/URA** and its contractor, for construction or maintenance work on the road within any easement or Railroad right-of-way will require the contractor to protect and hold harmless the Railroad and any other railroad company occupying or using the Railroad's right-of-way or line of Railroad against all loss, liability and damage arising from activities of the contractor, its forces or any of its subcontractors or agents, and will further provide that the contractor shall carry insurance of the kinds and amounts as follows unless otherwise modified by the Railroad:

Before work is commenced on this project, the Contractor, without expense to the Railroad, shall procure the following kinds of insurance and shall at all times during the progress of and until the final completion of the project, keep and maintain said insurance in full force and effect.

Railroad protective liability insurance naming Railroad as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy shall include pollution arising out of fuels and lubricants brought to the job site.

General public liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$1,000,000 each occurrence of claim and a general aggregate limit of at least \$2,000,000. This insurance shall include a waiver of governmental immunity, severability of interests, and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to the Railroad.

Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$1,000,000 each occurrence or claim. This insurance shall cover all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Contractor's obligation to the Railroad.

Worker's compensation insurance covering the statutory liability as determined by the compensation laws of the State of Idaho and Employer's Liability with a limit of at least \$1,000,000. Also compliance with all laws of the State of Idaho which require participation in the contractor's own state worker's compensation.

The Contractor hereby waives his right of subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of the Contractor or his agents and for loss of owned or leased property or property under his care, custody and control while on or near the Railroad's right-of-way or other real property. The Contractor's insurance shall be primary with respect to any insurance carried by Railroad.

If the **City/URA** or its contractor in the performance of the work herein provided for, or by the failure to do or perform anything for which it is responsible under the provisions hereof, shall damage or destroy any property of the Railroad, such damage or destruction shall be corrected by the **City/URA** in the event its contractor or the insurance carriers fail to repair or restore the

same.

5. Disposal of Materials

The City shall be afforded a reasonable opportunity to inspect materials recovered by the Railroad prior to disposal by sale or scrap. This requirement will be satisfied by the Railroad giving written notice, or oral notice with prompt written confirmation, to the City of the time and place where the materials will be available for inspection. The giving of notice is the responsibility of the Railroad, and it may be held accountable for full value of materials disposed of without notice.

6. URA to Reimburse Railroad (For Actual Cost Agreements)

The Railroad may submit billings to the URA for progress payments during the progress of the work. The Railroad shall submit a final bill for all costs and services within one hundred twenty (120) days after completion of the work. All billings shall include supporting documentation used by the Railroad for substantiating the cost and services to do the work.

The URA shall pay progress billings within forty-five (45) days and final billing within ninety (90) days after receipt of the bills.

Reference to the Project shall be indicated on all bills, correspondence, and records pertaining to this project.

7. Installation and Maintenance of Signs and Pavement Markings

The existing advance warning signs and standard pavement markings for railroad crossings will be relocated and reinstalled to accommodate the roadway widening by the **City**.

Maintenance of advance warning signs and pavement markings shall be by the **City**.

8. Maintenance and Operation of Signals and At-Grade Surface Improvements

The Railroad shall operate and maintain signals in proper working condition, including such renewals as may be necessary thereafter.

If the signals or their appurtenances are damaged, and if after a diligent effort by the Railroad documented in writing, the item for damages proves uncollectible from the person or persons responsible for such damage, the cost of the repair of the signals shall be borne by the parties hereto in the same participation ratio as the cost of the original installation. The **City/URA** will not assume any liability for further damage or participate in any flagging or other costs on account of the signals being inoperative due to damage or replacement. If the damage to the signals is caused by highway traffic, the **City/URA** will cooperate with the Railroad in determining the location and identification of the parties responsible for such damage to the extent of making accident records available to the Railroad.

In the event the Railroad and the **City** agree that the signals, because of age or obsolescence, should be replaced, the cost of replacement shall be borne by the **City** and the Railroad at the participation ratio in effect at the time such replacement is proposed.

The Railroad and the **City/URA** shall maintain the at-grade surface improvement of the crossing as provided by law. Currently Section 62-306 of Idaho Code specifies that the area between the rails and a minimum distance of two feet outside the rails shall be maintained by the Railroad.

9. Code of Federal Regulations

The regulatory provisions of the Title 23 Code of Federal Regulations; Title 23 Code of Federal Regulations Chapter 1; Title 23 Code of Federal Regulations Part 140, Subpart I; and Title 23 Code of Federal Regulations Part 646, Subpart A and Subpart B that are in effect prior to execution of this Agreement are hereby made a part of this Agreement by reference.

10. Choice of Law and Severability

This Agreement shall be governed by and construed under the laws of the State of Idaho and the parties hereto consent to the jurisdiction of the state courts of Twin Falls County in the State of Idaho.

If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure, shall not affect the validity and enforceability of any other provision.

11. Moving and Relocation

If rearrangement, relocation, or alteration of the signals and at-grade surface improvements is necessitated on account of improvements for either Railroad or highway, the party whose improvement causes such changes shall bear the entire cost thereof without obligation to the other party.

12. Cessation of Operation

The Railroad shall be released from further maintenance and obligation if the signals and at-grade surface improvements are rendered unnecessary, undesirable, or improper because of closure, relocation, separation of grades, or improvements in crossing protection or at-grade surface improvements by agreement, negotiation, or by order of competent authority.

In the event of cessation of operation of the signals and at-grade surface improvements, the salvable items shall be disposed of by agreement of the parties hereto prior to removal of the signals and at-grade surface improvements.

13. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

14. URA to be Eliminated as a Party

The URA is a party to this Agreement for the purpose of administering the funds for the installation of signals and at-grade surface improvements by the Railroad for this project. Once the Railroad has completed this work, and all financial matters in connection therewith have been concluded, the URA shall be eliminated as a party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

EASTERN IDAHO RAILROAD COMPANY

Attest for Eastern Idaho Railroad Company

By: _____

By: _____

Title:

Title:

CITY OF TWIN FALLS

Attest for City of Twin Falls:

By: _____

By: _____

Mayor

Title:

URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

Attest for URA:

By: _____

By: _____

Chairman

Title:

SIGNALIZATION

CITY OF TWIN FALLS
3300 EAST

EASTERN IDAHO RAILROAD
MP 55.12 TWIN FALLS BRANCH

COMPANY	CONTACT	TELEPHONE	E-MAIL
CITY OF TWIN FALLS	JOSH BAIRD, PE	208-735-7273	jbaird@tfid.org
EASTERN IDAHO RR	SCOTT ADAMS	208-420-2232	sadams@watcocompanies.com
TWIN FALLS HIGHWAY DIST	DAVE JONES	208-733-4062	dajones@qwestoffice.net
TBY, INC.	KARL HUFFAKER, PE	208-599-4189	krlhuff@aol.com
IDAHO DOT	BARBARA WAITE	208-334-8522	barbara.waite@itd.idaho.gov
SYRINGA FIBER OPTIC	CORIE RASMUSSEN	208-434-7154	crasmussen@pmt.coop

SCOPE OF WORK

INSTALL FLASHING LIGHTS
PAVEMENT MARKINGS
ELECTRICAL
ASPHALT PAVING

DRAWING LIST

1. TITLE PAGE
2. NOTES
3. SITE PLAN/SIGNALIZATION
4. SIGNALIZATION & DETAILS
5. SIGNAL HOUSE & MAST FOUNDATION

PRELIMINARY

1/5



EIRR

TBY, INC.
PO BOX 1292
MOUNTAIN HOME, ID 83647
208-599-4189

NO.	REVISION DESCRIPTION	DR	CK	APP.	APP.	DATE
1	UPDATE 6-3-15 KLH	/	/	/	/	/
2	DELETE GATES, X-ING, INSTALL LIGHT ONLY, REPAVE APPROACHES 6-12-15 KLH	/	/	/	/	/
		/	/	/	/	/
		/	/	/	/	/
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DR	DATE	CK.	DATE	APP.	DATE
KLH	5-9-15				

**MP 55.12
TWIN FALLS BRANCH
TWIN FALLS, ID
SIGNALS
3300 EAST**

SCALE AS SHOWN	DWG. FILE 3300 EAST DTM
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GENERAL NOTES

1. ALL NEW CONSTRUCTION SHALL CONFORM TO UPRR INDUSTRIAL TRACK AND AREMA SPECIFICATIONS (LATEST EDITION).
WWW.UP.COM SEE SPECIAL CONDITIONS IN CONTRACT DOCUMENTS.
2. INFORMATION SHOWN ON THESE PLANS CONCERNING TYPE AND LOCATION OF UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL VERIFY LOCATION OF PIPELINES, CONDUITS, AND STRUCTURES BY CONTACTING THE OWNERS OF THE UNDERGROUND AND OVERHEAD UTILITIES IN ADVANCE OF OPERATIONS.
3. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES, & SYRINGA FIBER OPTIC FOR UTILITY RELOCATIONS PRIOR TO CONSTRUCTION.
4. NO FIELD CHANGES WILL BE PERMITTED WITHOUT DIRECT AUTHORIZATION FROM CITY OF TWIN FALLS.
5. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING GENERAL SAFETY AND ADHERING TO RAILROAD SAFETY RULES ON AND ADJACENT TO THE PROJECT AREA.
6. UNDERGROUND PIPE CROSSINGS ARE TO BE ENCASED IN CUTS AND FILLS. PIPE SHALL BE ENCASED FROM TOE OF SLOPE TO TOE OF SLOPE. SEE AREMA INDUSTRIAL SPECIFICATIONS FOR DETAILS.
7. THE CONTRACTOR IS RESPONSIBLE FOR THE PRESERVATION OF ALL SURVEY CONTROL MONUMENTS, SHOULD ANY SURVEY CONTROL MONUMENT BE DAMAGED OR DESTROYED BY THE CONTRACTOR, THE ENGINEER WILL REQUEST REPLACEMENT OF THE MONUMENT AT THE CONTRACTOR'S EXPENSE.
8. CONTRACTOR SHALL CHECK THE LEAD TIMES OF ALL MATERIAL AND ENSURE THAT ALL MATERIALS ARE ON HAND IN SUFFICIENT TIME SO AS NOT TO DELAY CONSTRUCTION.
9. CONTRACTOR SHALL SECURE ALL PERMITS & NOTIFY EASTERN IDAHO RAILROAD AND CITY OF TWIN FALLS PRIOR TO CONSTRUCTION.
10. CONTRACTOR SHALL USE BMP'S (BEST MANAGEMENT PRACTICES) AS REQUIRED BY STATE OF IDAHO DURING ALL PHASES OF THE WORK.
11. ASPHALT REPLACEMENT SHALL CONFORM TO CITY OF TWIN FALL & TWIN FALLS COUNTY SPECIFICATIONS--WHICHEVER IS MORE RESTRICTIVE.

SIGNALIZATION NOTES

1. SIGNALIZATION AND CROSSING CONSTRUCTION SHALL MEET REQUIREMENTS OF UPRR INDUSTRIAL SPECIFICATIONS, IDAHO TRANSPORTATION DEPARTMENT (ITD) SUPPLEMENT, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, 2009 ED.
2. INSTALL ADVANCE WARNING MARKINGS PER MUTCD FIGURE 8B-6 & 7.
3. INSTALL ADVANCE WARNING SIGNS W10-1 PER MUTCD STANDARD TABLE 8B-1.
4. PROTECT UG UTILITIES PER UPRR/AREMA SPECIFICATIONS.
5. INSTALL 2-FLASHING LIGHT SIGNALS.
FIGURE 8C-1 MUTCD. ITD STANDARD DRAWING R-1-A.
6. INSTALL 6'X6' SIGNAL BOX & ASSOCIATED ELECTRICAL.
7. 3300 EAST (MAX SPEED) 50 MPH.
8. EASTERN IDAHO RAILROAD TO DETERMINE SPECIFIC ADVANCE WARNING SYSTEM REQUIRED FOR TRAIN/VEHICLE SPEED.

PRELIMINARY

2/5



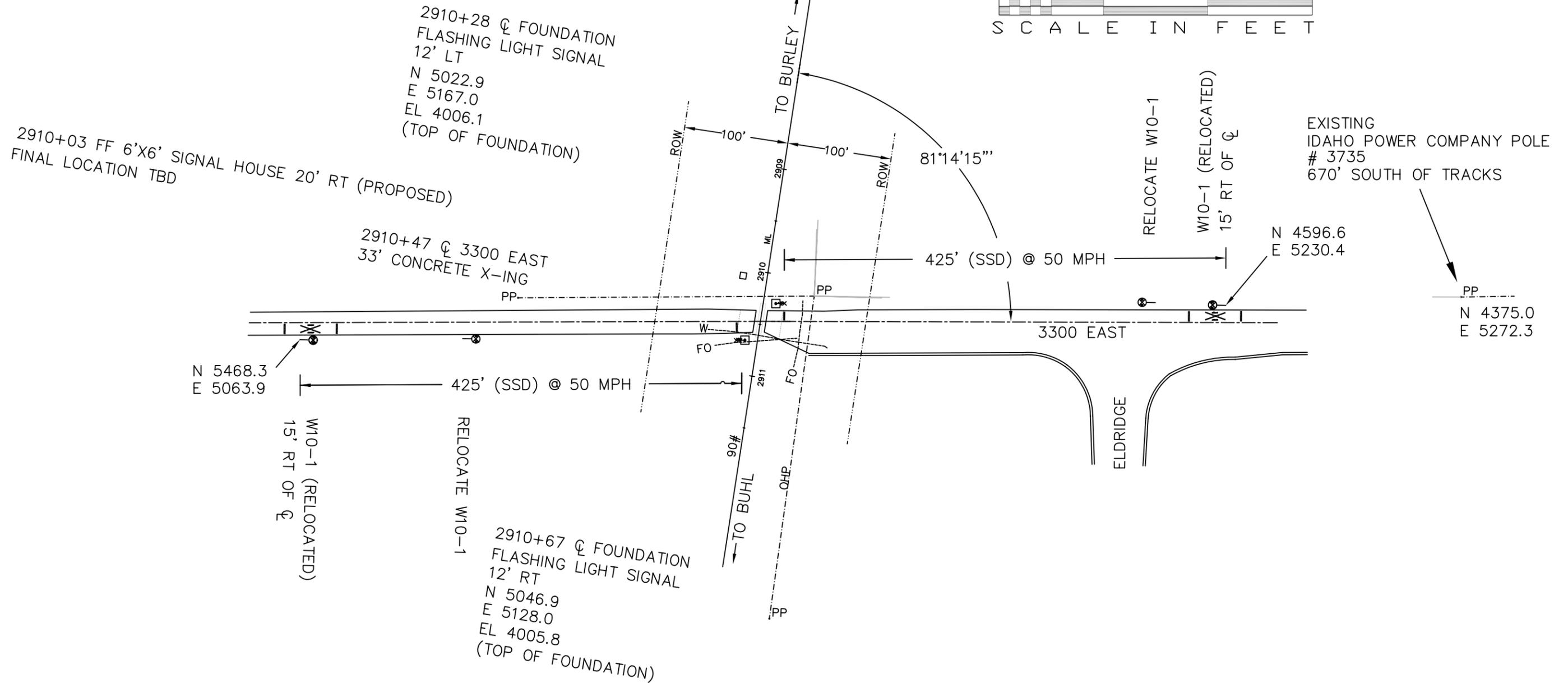
EIRR

TBY, INC.
 PO BOX 1292
 MOUNTAIN HOME, ID 83647
 208-599-4189

REVISION		DR	CK	APP	APP	DATE
NO.	DESCRIPTION					
1	UPDATE 6-3-15 KLH					
2	DELETE GATES, X-ING, INSTALL LIGHT ONLY, REPAVE APPROACHES 6-12-15 KLH					

DR	DATE	CK.	DATE	APP.	DATE
KLH	5-9-15				

MP 55.12	
TWIN FALLS BRANCH	
TWIN FALLS, ID	
SIGNALS	
3300 EAST	
SCALE	DWG. FILE
AS SHOWN	3300 EAST DTM



PRELIMINARY

3/5



EIRR

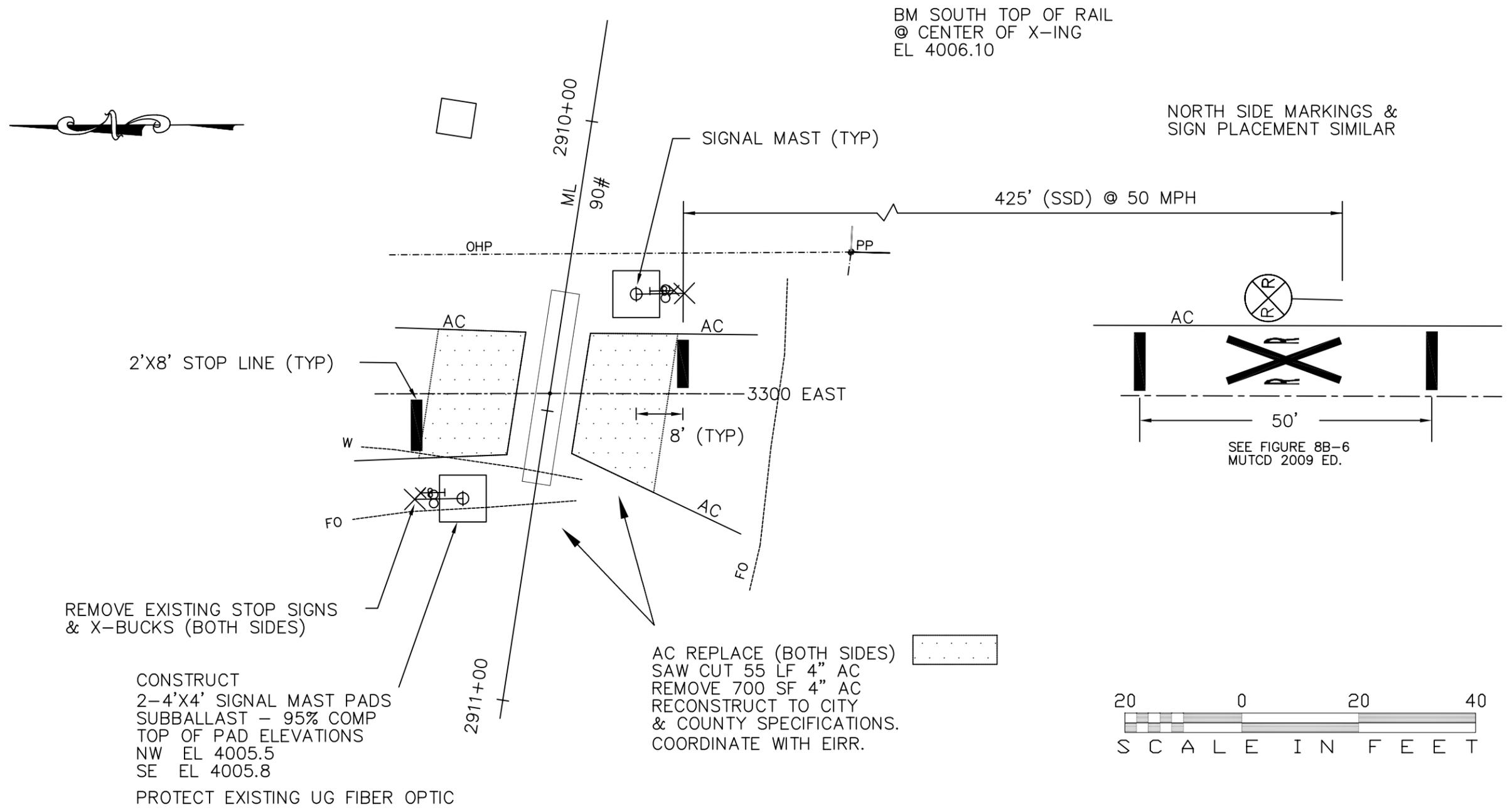
TBY, INC.
 PO BOX 1292
 MOUNTAIN HOME, ID 83647
 208-599-4189

NO.	REVISION DESCRIPTION	DR	CK	APP.	APP.	DATE
1	UPDATE 6-3-15 KLH					
2	DELETE GATES, X-ING, INSTALL LIGHT ONLY, REPAVE APPROACHES 6-12-15 KLH					

EXISTING TRACK ———
 RIGHT OF WAY - - - - -
 OVERHEAD POWER - - - - -
 FIBER OPTIC
 WATER - - - - -

MP 55.12
TWIN FALLS BRANCH
TWIN FALLS, ID
SIGNALS
3300 EAST

DR	DATE	CK.	DATE	APP.	DATE	SCALE	DWG. FILE
KLH	5-9-15					AS SHOWN	3300 EAST DTM



PRELIMINARY

4/5



EIRR

TBY, INC.
PO BOX 1292
MOUNTAIN HOME, ID 83647
208-599-4189

NO.	REVISION DESCRIPTION	DR	CK	APP.	APP.	DATE
1	UPDATE 6-3-15 KLH					
2	DELETE GATES, X-ING, INSTALL LIGHT ONLY, REPAVE APPROACHES 6-12-15 KLH					

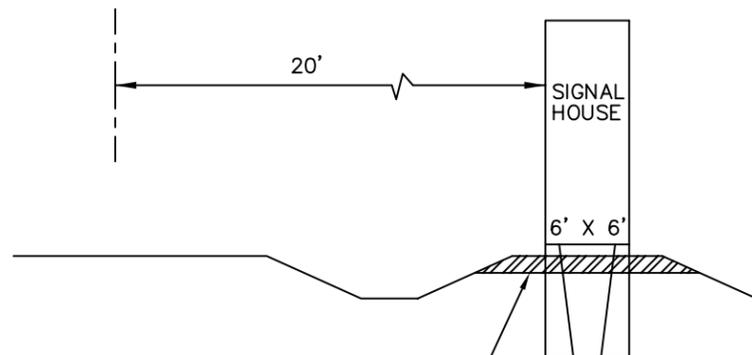
DR	DATE	CK.	DATE	APP.	DATE
KLH	5-9-15				

MP 55.12 TWIN FALLS BRANCH TWIN FALLS, ID SIGNALS 3300 EAST	
SCALE AS SHOWN	DWG. FILE 3300 EAST DTM

NOTES

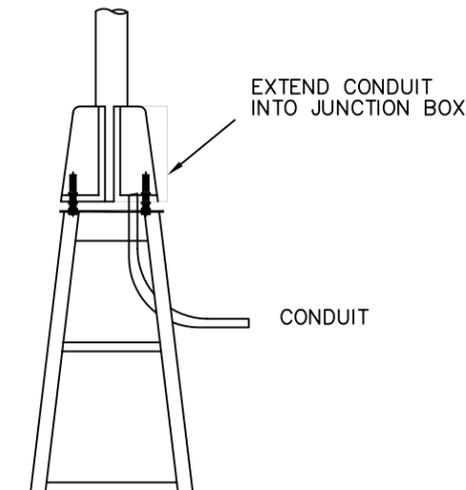
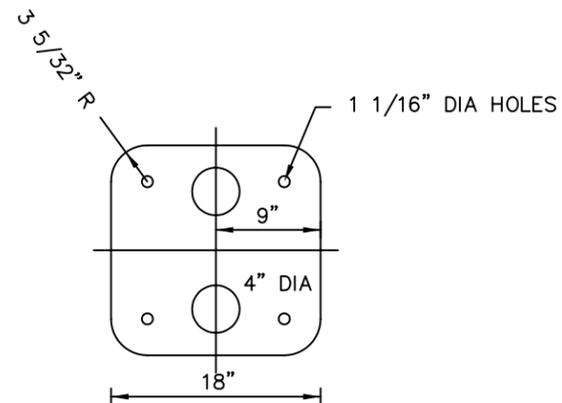
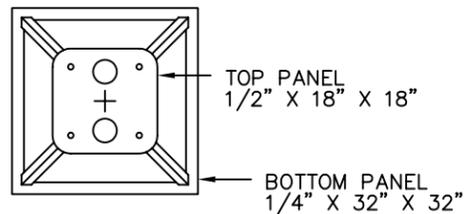
1. TOP OF FOUNDATION TO BE AT LEAST 12" ABOVE SUBGRADE
TOP OF DRAIN ROCK 1" TO 2" BELOW BOTTOM OF HOUSE, BUT NOT TO TOUCH HOUSE.
2. TOP 6" OF EMBANKMENT TO BE 1"-2" AGGREGATE OR BALLAST. SLOPE TO DRAINAGE @ 1%.
3. SIZE/LOCATION OF SIGNAL HOUSE MAY BE MODIFIED PENDING SIGNALIZATION DESIGN

SHOULDER 3300 EAST

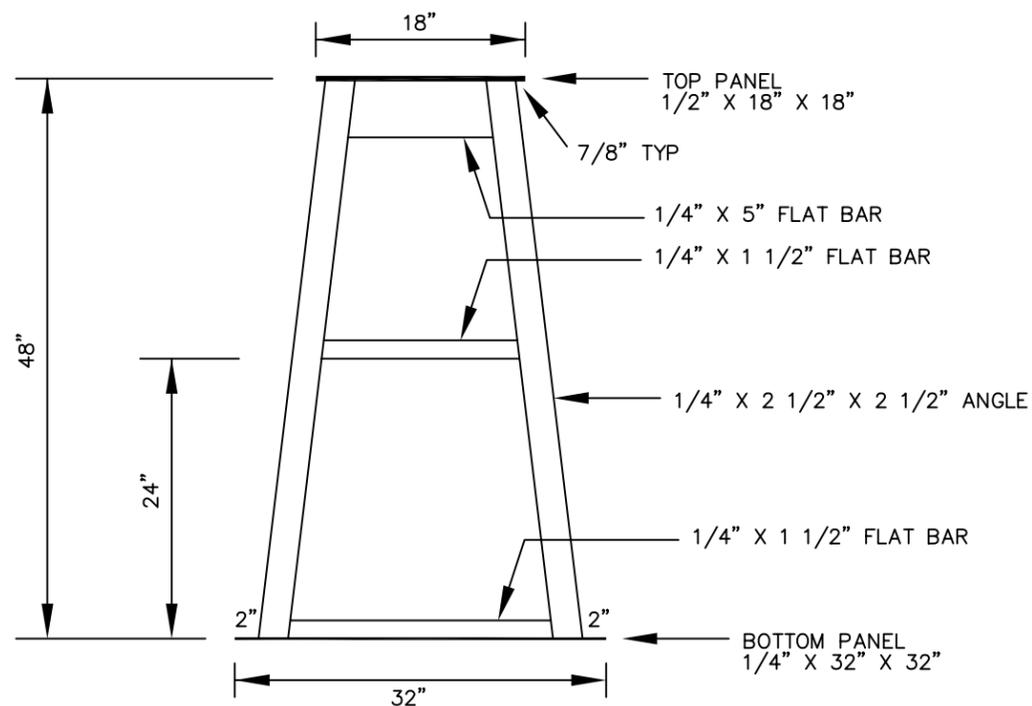


COMPACT SUBGRADE TO 95%
BACKFILL WITH
1"-2" DRAIN ROCK OR
BALLAST MIN 6" THICK

SIGNAL HOUSE (TYP)
2910+03 ML STA FF 6'X6' SIGNAL HOUSE
20' RT OF MAINLINE
SEE DWG 3/5 FOR PROPOSED LOCATION
NO SCALE



FOUNDATION (TYP)
FOR ACTIVE CONTROL DEVICE
NO SCALE



PRELIMINARY

5/5



EIRR

TBY, INC.
PO BOX 1292
MOUNTAIN HOME, ID 83647
208-599-4189

NO.	REVISION	DR	CK	APP	APP	DATE
1	UPDATE 6-3-15 KLH					
2	DELETE GATES, X-ING, INSTALL LIGHT ONLY, REPAVE APPROACHES 6-12-15 KLH					

DR	DATE	CK.	DATE	APP.	DATE
KLH	5-9-15				

SCALE	DWG. FILE
AS SHOWN	3300 EAST DTM

MP 55.12
TWIN FALLS BRANCH
TWIN FALLS, ID
SIGNALS
3300 EAST

PROPOSAL

C.D.L. ELECTRIC COMPANY
Railroad Signal Installations & Maintenance
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Eastern Idaho Railroad	PHONE: (208) 734-4644	DATE: July 27, 2015,
STREET: 420 Hansen Street South	JOB NAME: E. 3300 Road, Kimberly, ID (819 145 D)	
CITY, STATE and ZIP CODE: Twin Falls, ID 83301	JOB NUMBER: RRP-334	

We hereby submit specifications and detailed estimate for:

RRP-334, E. 3300 Road, Kimberly, ID (819 145 D)

C.D.L. Electric, Incorporated proposes to furnish and install a new automatic railroad/highway grade crossing warning signal system at the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light signal assemblies. The signal system will include items listed on the accompanying estimated material list. Gate assemblies are not included.

The new signal assemblies will include flashers only with 2-way 12" LED light units, signs and one bell. Underground signal cable, foundations and grounding components will be included as well. New conduits will be furnished under the road and track as required. The new signal system will require commercial AC power and a new meter service will be provided. Guardrail for each signal assembly has also been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation.

Please Note: Commercial power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220 volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

Please Note: Proposed price is valid for sixty (60) days from the date of this proposal. Beyond sixty days the price is subject to change.

We propose hereby, to furnish material and labor – complete in accordance with above specifications, for the Sum of: \$162,613.00 (including estimated applicable 6% sales tax)

One Hundred Sixty-Two Thousand, Six Hundred Thirteen Dollars and no/100 (\$162,613.00)

Continued on next page

PROPOSAL

RRP-334, E. 3300 Road, Kimberly, ID (819 145 D) - continued

Material – (see items listed), AC Meter Service, and Handling Charges:	\$ 93,315.00
Labor - Crew Mobilization, Crew Install, Office support, Project Mgmt.:	\$38,226.00
Equip. – Truck(s) with Trailer(s) (w/fuel), XT type, Bore Equip., General Tool Use:	\$21,868.00
Total Selling Price (Less Applicable Sales Tax):	<u>\$153,409.00</u>
Estimated Sales Tax (6.0%):	\$9,204.00
Grand Total (Including Estimated Sales Tax):	<u>\$162,613.00</u>

Please Note the following:

- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature: _____

- Mark E. Smallwood

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner will carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature: _____

Signature: _____

Continued on next page

PROPOSAL

RRP-334, E. 3300 Road, Kimberly, ID (819 145 D) - continued

Material to be provided per this proposal includes:

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
WIRE KIT PACKAGE INCLUDING:		
BATTERY MONITOR, DUAL	1	EA
WRENCH, AAR TERMINAL TYPE	1	EA
GROUND STUD KIT	6	EA
ARRESTER	1	LT
EQUALIZER	1	LT
LAMP RESISTOR PANEL, LRP	1	EA
XLC, CROSSING LOGIC CONTROLLER	2	EA
PLUGBOARD, XLC & VLG	2	EA
TRANSFORMER, POWER OFF LIGHTING	1	EA
RELAY, MCKR (NON VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	1	EA
POWER-OFF LIGHTS	2	EA
STICKER, LOCATION/CONTACT INFORMATION	1	EA
ELECTROLOGIX, XP4	1	EA
MDSA-1X, MOTION DETECTOR SURGE ARRESTER	1	EA
SHUNT, NBS, NARROW BAND	2	EA
CHARGER, BATTERY 12/20, 20 AMP	1	EA
CHARGER, BATTERY 12/40, 40 AMP	1	EA
BATTERY, GNB, 264 A.H., 50G11	6	CL
BATTERY, GNB, 368 A.H., 50G15	6	CL
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
FLASHER ASSY., JCT. BOX, MAST, SIGN, & 12" 2W LEDS	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"5" MTG.	1	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 6 AWG SOLID	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.)	1	LT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	1	LT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED	4	EA
CLAMP, GROUND 5/8" SIZE	4	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	1	LT
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPENDICULAR	8	EA
SLEEVE COMPRESSION TYPE, 3/16" BOND STRAN TO #6 SOLID	4	EA
BOND, CADWELD, TAB STYLE	1	LT
LOCK, HEX-HEAD	3	EA
GUARD RAIL, 1/2 CIRCLE	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES, CKT. PLANS, AS-IN-SERVICE PLANS	1	LT

Project Title		EIRR- Crossing Rehab 3300 Twin Falls- 2015.xlsm										AUC #	Dated >	7/10/2015	Co.	EIRR	
1st set Turnouts	Qty	Turn Outs And Derails										Unit Cost	Extended Cost				
	0	CTO	0	0	0	0	0	R/L	0	DR	166	TC	A	w	\$0.00	\$0.00	
		Turn Out Direction & Qty		Right Hand	0	Left Hand	0										
	0	Ton	Rail	115	0	0	0	0	-	39 ft	For Installing of RH Turn Outs		Sticks	0	0	\$0.00	\$0.00
	0	Anchors for Switch		0	0	\$0.00	Regular Tie Plates for T/O's		115	0	0	DS	12" or >	\$0.00	\$0.00		
	0	Switch Tie Pack w/o 17' for		#	0	turn out		Hard Wood SW Pack Ties						\$0.00	\$0.00		
0	Pair	0		0	0	0	0	Included in the price of the turn out						\$0.00	\$0.00		
0			0	0									\$0.00	\$0.00			
2nd set Turnouts	0	CTO	0	0	0	0	0	R/L	0	DR	166	TC	A	w	\$0.00	\$0.00	
		Turn Out Direction & Qty		Right Hand	0	Left Hand	0										
	0	Ton	Rail	115	0	0	0	0	-	39 ft	For Installing of LH Turn Outs		Sticks	0	0	\$0.00	\$0.00
	0	Switch Tie Pack w/o 17' for		#	0	turn out		Hard Wood SW Pack Ties						\$0.00	\$0.00		
	0	Anchors for Switch		0	0	\$0.00	Regular Tie Plates for T/O's		115	0	0	DS	12" or >	\$0.00	\$0.00		
	0	Pair	0		0	0	0	0	Included in the price of the turn out						\$0.00	\$0.00	
Ft SW OTM	0	(Spikes for 1st Switch)		0	(Spikes for 2nd Switch)		0							\$0.00	\$0.00		
	0	Tons Ballast for Switch				1.3	A						\$21.00	\$0.00			
	0	SW Labor		CTO - 00 - - - #0 - ,0 - Right Hand ,0 - Left Hand ,										\$0.00	\$0.00		
	0	SW Labor		CTO - 00 - - - #0 - ,0 - Right Hand ,0 - Left Hand ,										\$0.00	\$0.00		
	Freight For Turn Outs		27.50%	\$0.00		Sub Total For Turn Outs W/ Material, Freight, Ballast and Labor								\$0.00			
	Ma	Qty	Track										Unit Cost	Extended Cost			
0.00		Ton	0	0	FT		Sticks	>	0	price per stick w/o frt		\$0.00	\$0.00				
0				0	0	0	0	0	Labor for Welds		\$250.00	\$250.00					
0		New		Crosssties								\$0.00	\$0.00				
0		Relay		Crosssties		0						\$0.00	\$0.00				
0		ea	0		inch		Tie Plates						\$0.00	\$0.00			
0		Kegs	Spikes	0.00	Actual Kegs	0	Actual Spikes	240	Spikes /Keg	0		\$0.00	\$0.00				
0		ea	0	0	Rail Anchors								\$0.00	\$0.00			
0		Track Bolts		Kegs	Bolts per / Keg		Actual Bolts Needed		Bolts Per Bar				\$0.00	\$0.00			
0		Lock Washers		per keg (matching bolt kegs)		Washers needed		Washers per bar						\$0.00	\$0.00		
0				0	0	0	0	TO	0	0	0	\$0.00	\$0.00				
0		Ballast w/loading and freight - Net Tons		0.8402 tons per ft		###						\$21.00	\$0.00				
La		0	Ft		0.00		0						\$0.00	\$0.00			
		0	FT										\$0.00	\$0.00			
	0			8								\$0.00	\$0.00				
Ft	Freight For Track, Estimate By % Of Cost (Excluding Ballast & Labor and Any W/ X in Column AC)										27.50%	\$0.00					
	Sub Total For Track W/ Materials, Freight, Ballast and Labor >										\$0.00						
Dirt	QTY	Dirt Work and Sub-Ballast										Unit Cost	Extended Cost				
	0	Trk Ft	Dirt Work-Sub Ballast		0	NT	15	Wide	10	" D FN per Lft = 0.083333 T.P.D. 0.83333		\$45.50	\$0.00				
	0	Trk Ft	Sub Grade		0	Sq Yds	note: Track Dirt Work w/Sub B Per SY =		\$0.00		\$0.00	\$0.00					
	0	Sq Yds	Other- Sub-Ballast		0.1	Wide	x	0	Length	12	Inch	SubBallast Depth	0	<NT	\$0.00	\$0.00	
	0	Sq Yds	Other- Dirt Work		Sub Grade								\$0.00	\$0.00			
	Track-Total DW &		\$0	Other-Total DW & Mob		\$0	Mobilization X % Dirt		10%	\$0.00	\$0.00						
Ft	QTY	1	Road Crossing										40	Foot	Unit Cost	Extended Cost	
	41.00	Feet	Concrete Panel		for	136	With	10.0	Foot Ties	I	Predrilled	19.50	\$192.00	\$7,872.00			
	156.00	Feet of Rail		136	RE	Sticks of Rail @ 39'		Tons	3.536			\$28.33	\$4,420.00				
	25.23	10 Foot Ties										\$0.00	\$77.18	\$1,948.00			
	52.00	Plates	136	RE	DS	14	Inch					\$13.00	\$676.00				
	208.00	Each	Spikes	1	0	1	100 #	Kegs	each			\$0.63	\$132.00				
	202.00	Anchors		136	RE							\$2.79	\$564.00				
	4.00	Field weld		0	0	0	0	TO	0	Labor Welds	250	0	0	\$385.00	\$1,460.00		
	4.00	Poly Insulated Joint										\$305.00	\$1,220.00				
	34.45	Tons of Ballast		0.84 tons per ft = 8'belowtiesBallast								\$21.00	\$724.00				
	0.00											\$0.00	\$0.00				
	0.00	0										\$0.00	\$0.00				
	41.00	Feet of Labor to Install Crossing		Road Closer Per Foot		\$34.95					\$384.95	\$15,783.00					
	Ft	Freight For Track, Estimate By % Of Cost (Excluding Ballast & Labor and Any W/ X in Column AC)										27.50%	\$9,569.73				
Sub Total for Crossing w/Materials, Freight, Ballast and Labor >										\$44,368.73							
Overall Total Above		\$44,369.00	Contingency %	5.0%	\$2,224.00	Engineering	0.0%	\$0.00	GL	4.0%	\$1,773.00						
\$ Per Ft-Trk	#DIV/0!	Surf \$ Per Ft w/Bal	\$0.00	\$ Per T/O	\$0.00	\$ Per Xing Ft	\$1,207.48	Tax Est.- Material	6.0%	\$1,141.00							
EIRR- Crossing Rehab 3300 Twin Falls- 2015.xlsm						Total W/Eng, Cont, GL's & Tax on Material			\$49,507.00								
7/10/15	Project Description & Notes :					Rehab of 3300 Road on the Twin Falls subdivision											
City of Twin Falls and Urban Renenwal Agency to fund project. Disposal of used materials not included in estimate																	
New signal system proposal on separate estimate.																	
										Taxable Labor not Included							
PMT Must Review																	



Date: August 10, 2015

To: Urban Renewal Agency of the City of Twin Falls

From: Melinda Anderson, Executive Director

Request:

Consideration of a request to adopt Resolution 2015-4 to seek judicial confirmation to create Revenue Allocation Area #4-4 (Clif Bar).

Background:

On July 13, 2015 TFURA board held a public hearing for Resolution 2015-4. One person spoke. On April 28, 2015 TFURA board approved Resolution 2015-2 approving an urban renewal plan to create Revenue Allocation Area #4-4. On June 1, 2015 Twin Falls City Council held a public hearing and then adopted Ordinance #3097 creating RAA #4-4.

In order for TFURA to be able to seek a long-term bond to acquire up to \$22 million, it is necessary to ask for judicial confirmation and so we are asking the Board to approve that.

Approval Process:

A majority vote of a quorum of the board in open meeting.

Budget Impact:

There is no impact to this year's budget.

Conclusion:

Staff recommends that the board adopt this Resolution.

Attachments:

1. Resolution 2015-4

RESOLUTION NO. 2015-4

A RESOLUTION OF THE URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO AUTHORIZING THE FILING OF A PETITION IN THE FIFTH JUDICIAL DISTRICT COURT SEEKING JUDICIAL CONFIRMATION FOR THE ISSUANCE OF REVENUE ALLOCATION (TAX INCREMENT) BONDS TO FINANCE ACQUISITION OF REAL PROPERTY, SITE DEVELOPMENT, WATER STORAGE/DISTRIBUTION, WASTEWATER PRETREATMENT, COLLECTION AND TREATMENT SYSTEMS, AND RELATED IMPROVEMENTS; DECLARING OFFICIAL INTENT TO REIMBURSE AGENCY OR CITY EXPENDITURES FOR THE PROJECT FROM TAX EXEMPT OBLIGATIONS; AND PROVIDING FOR THIS RESOLUTION TO BE EFFECTIVE UPON ITS PASSAGE AND APPROVAL.

WHEREAS, the Urban Renewal Agency of the City of Twin Falls, Idaho is an independent public body corporate and politic, authorized by the Idaho Urban Renewal Agency Law of 1965, as amended, Chapter 20, Title 50, *Idaho Code*, a duly created and functioning Urban Renewal Agency for Twin Falls, Idaho (the "City"), hereinafter referred to as the "Agency"; and

WHEREAS, there has been prepared the Urban Renewal Plan for Urban Renewal Area No. 4-4 (the "Plan"); and

WHEREAS, the Plan includes an urban renewal project for the acquisition of real property, site development, water line, wastewater pretreatment, collection and treatment systems, and related improvements; and,

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

WHEREAS, the Agency possesses revenue allocation financing powers pursuant to Chapter 29, Title 50, *Idaho Code* including the power to issue revenue allocation (tax increment) bonds or other obligations (the "Bonds") to finance urban renewal projects; and

WHEREAS, on June 28, 2015, a notice of a public hearing was published in *The Times-News*, a newspaper of general circulation in the City, and thereafter on July 15, 2015 said hearing was held pursuant to the published notice all in accordance with *Idaho Code* § 7-1304(3) with no objections raised; and

WHEREAS, the Agency is authorized pursuant to *Idaho Code* § 7-1304(1) to file or cause to be filed a petition in the Fifth Judicial District Court, Twin Falls County, Idaho praying a judicial examination and determination of the validity of any bond or obligation or of any agreement or security instrument related thereto; and

WHEREAS, the Agency seeks to declare its official intent under applicable Internal Revenue Service requirements to reimburse from proceeds of the Bonds expenditures by the Agency or the City made from general funds and other funds.

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

Section 1: The Agency hereby authorizes the filing of a petition in the Fifth Judicial District Court, Twin Falls County, Idaho seeking judicial confirmation for the issuance of revenue allocation (tax increment) bonds, to finance the acquisition of real property, site development, water storage/distribution, wastewater pretreatment, collection and treatment systems, and related improvements (the "Project").

Section 2: That this Resolution constitutes the necessary action of the Agency prior to filing of said petition pursuant to *Idaho Code* 7-1304(3).

Section 3: The Agency and/or the City may expend funds for costs of the Project and in such event, intend to be reimbursed from the Bonds for any expenditure ("Expenditure") made on or after a date not more than 60 days prior to the date hereof. Further, that each Expenditure was and will be either (a) of a type properly chargeable to a capital account under general federal income tax principles (determined in each case as of the date of the Expenditure), (b) a cost of issuance with respect to the Bonds or (c) a nonrecurring item that is not customarily payable from current revenues. Further, that the maximum principal amount of the Bonds to be issued for the Project is \$22,000,000 and the Agency reasonably expects on the date hereof that it will reimburse the Expenditures with all or a portion of the proceeds of the Bonds. Further, that the Agency and City will keep books and records of all expenditures and will make a reimbursement allocation, which is a written allocation that evidences the Agency's use of proceeds of the Bonds to be a reimbursement of Expenditures no later than 18 months after the later of the date on which the Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. Finally, that this resolution evidences the Agency's intent and reasonable expectation under Treas. Reg. Section 1.150-2 (d)(1) to use the proceeds of the Bonds to pay the costs of the Project and to reimburse the Agency for expenditures for the costs of the Project paid prior to the issuance of the Bonds to the extent permitted by federal tax regulations.

Section 4: The Chairman, and the Secretary of the Agency, as well as counsel to the City, are hereby authorized and directed to take all steps necessary and convenient to facilitate filing of said petition and secure judicial confirmation of the validity of said Bonds and to carry out the official intent to issue the Bonds and to reimburse expenditures of Agency from the proceeds of such Bonds.

Section 5: That this Resolution shall be in full force and effect immediately upon its adoption and approval.

ADOPTED AND APPROVED THIS 10th day of August, 2015.

CHAIRMAN

ATTEST:

SECRETARY