

**AGENDA**  
**Regular Meeting of the City of Twin Falls**  
**Urban Renewal Agency Board**  
305 3<sup>rd</sup> Avenue East, Twin Falls, Idaho  
City Council Chambers  
Monday, October 12, 2015 at 12:00 pm.

---

**URBAN RENEWAL AGENCY BOARD MEMBERS:**

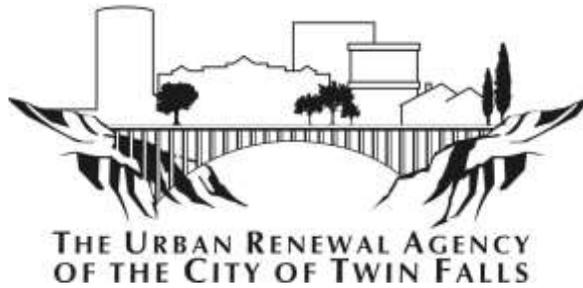
Dan Brizee <b>Chairman</b>	Dexter Ball <b>Vice-Chairman</b>	Neil Christensen <b>Secretary</b>	Perri Gardner	Bob Richards	Gary Garnand	Brad Wills
-------------------------------	-------------------------------------	--------------------------------------	---------------	--------------	--------------	------------

---

1. Call meeting to order.
2. Consent Agenda:
  - a. Review and approval of minutes from the September 14, 2015 regular meeting.
  - b. Review and approval of October 2015 financial report.
3. Main Avenue Project update – Mandi Roberts
4. Consideration of a request to approve a wastewater discharge agreement with the City and Chobani Yogurt (see staff report ) – Melinda Anderson
5. Consideration of a request to approve a purchase of a hot tap machine from PipeMan Products for \$7,845.82 (see staff report) – Jesse Schuerman
6. Public input and/or items from the Urban Renewal Agency Board or staff.
7. Adjournment: Executive Session 74-206(1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
8. Adjourn. Next regular meeting: **Monday, November 9, 2015 @ 12:00 pm**

---

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



## MEETING MINUTES September 14, 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 3<sup>rd</sup> Avenue East, Twin Falls.

### **Present:**

Dan Brizee	URA Chairman
Dexter Ball	URA Vice Chairman
Neil Christensen	URA Secretary
Perri Gardner	URA Member
Bob Richards	URA Member
Gary Garnand	URA Member
Brad Wills	URA Member

**Absent:** None

### **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
Renee Carraway Johnson	City Zoning & Development Manager
Fritz Wonderlich	City Attorney
Lorrie Bauer	City Administrative Assistant
Mandi Roberts	Otak, Inc.
Gary Haderlie	JUB Engineers
Suzanne Hawkins	City Council Member

### **Agenda Item 1 – Call meeting to order.**

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

### **Agenda Item 2 – Consent Agenda: a) Review and approval of minutes from the August 10, 2015 regular meeting and August 24, 2015 special meeting and b) Review and approval of September 2015 financial report.**

Neil Christensen 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 - Public hearing for FY 2015 TFURA budget amendment and consideration of a request to amend the 2014-2015 budget in the amount of \$5,470,613 – Brent Hyatt.**

Brent introduced the agenda item by stating on August 1<sup>st</sup> the Wells Fargo bonds were retired/refunded. He added that when the current year's budget was established last year, this bond action was not included. To be in compliance, this budget needs to be amended to recognize the refinancing of those Wells Fargo

bonds. Chairman Brizee opened the public hearing. No comments were made. Public hearing was closed. After a short discussion regarding the amount of money budgeted and committed to URA projects, Gary Garnand moved to accept the revised budget. Neil Christensen seconded the motion. Roll call vote showed that all board members voted in favor of the motion.

**Agenda Item 4 – Main Avenue Project update – Mandi Roberts.**

Mandi gave an overview of the mornings PAC meeting which included discussions about getting ready for construction and design details in regards to lighting, paving, and tree selection. Using projections, she presented the latest plan for construction which shows Main Avenue from Fairfield to Shoshone as Phase 1A, the rest of Main Avenue, Hansen Street, and the Downtown Commons as Phase 1B, and the alleyways as Phase 2. Demolition would be done in two-block segments. As far as scheduling, Phase 1A is anticipated to go out to bid in February 2016 with construction beginning in April and six to eight weeks of construction is anticipated for each block. Due to activities downtown, some PAC members suggested the contractor's workday could be from 6 a.m. to 5:00 p.m., and suggested a Sunday – Thursday work week.

Melinda shared that initially, the thought was to do the alleyways first, but due to the fact that engineering for the infrastructure portion will take longer than initially expected, the alleyways will not be ready to start construction next year. Therefore, it was decided to start Main Avenue early next year so the project would keep moving forward. Bob Richards asked how the merchants were accepting the change in the schedule and Mandi replied they seemed to be accepting it and are proactively planning for construction to start in April. A construction communications plan could make the construction phase easier for the merchants. She shared that the PAC discussed having a construction liaison that would be available for contact 24/7, having weekly meetings that included the contractor, a campaign that would let people know that the businesses are open and where to park, media relations, and also inviting the community to come downtown and witness the transformation. Melinda added that she visited with about 90% of the downtown businesses about the new construction schedule (Main Avenue first instead of the alleyways) and did not receive any negative feedback.

Brad Wills suggested to look at Phase 1A and Phase 1B as two different projects because there may be a possibility that both projects can be in progress at the same time. Chairman Brizee added that the goal is to have the common area as well as City Hall completed by July 2017, therefore all parts of construction will need to be apt to change. Bob Richards questioned the need for the alley work being done as one big unit, for each alley, due to all the utilities it contained. Gary Haderlie of JUB explained there were natural breaks that could be utilized such as Shoshone to Ketchum, then after the Phase 1A work was completed, work on the alleyways then. After some discussion, Chairman Brizee stated in order to meet the July 2017 goal, the alleys on both sides of Main Avenue, on the east end, have to be done first. Further communication in regards to scheduling and funding will continue as the project design continues.

Mandi asked the board to think about 1) a construction work week of Sunday thru Thursday, 2) giving the contractor the flexibility to work at night, and 3) construction incentives for on-time or early completion and penalizing late completion, for future discussion. Mandi clarified that giving the contractor less flexibility in how construction proceeds, could likely result in a higher construction cost.

Street lighting was also a topic at the PAC meeting. The 10' high poles currently on Main Avenue are not high enough for flowering baskets and signs. For a lower cost than the 14' poles on Shoshone, 12' poles would meet the current objectives, as well as help with the much needed light distribution. Getting water

to the light poles for the plants using drip irrigation can be done and it could be a bid option. Lighting for the alleyways and rear parking lots is still being discussed within the PAC, but the thought is to use a street-light style lamp due to the efficiency and lower cost.

Unit pavers with a variety of colors and patterns are preferred by the PAC, Mandi shared. The pavers could be used in the furnishing zone on either side of Main Avenue and in the festival street area where the sidewalk cafés are located. There is a potential to have them on Hansen Street as well, but more discussion and evaluation is necessary. The PAC was asked to provide input on design styles and color options. These results will be introduced to the public in October to get more input.

Trees were discussed. A mix of columnar and pyramidal types for Main Avenue and broader trees at the intersections and crossing zones. The Tree Commission will be contacted for help on species for this area and their availability. A tree study had been done in the past and it recommended very broad shade trees and fruit trees which are not favorable for this location. Greg Lanting shared he was recently in Walla Walla and they had trees and lighting on Main Street, but no shrubbery at all. He commented it would be less expensive due to no maintenance and no irrigation if planting areas were not used and that these areas are usually the first to become neglected. Mandi added that the current plan is to only put back about half as many trees that currently exist and greatly reduce the landscape areas. The landscape areas will be few and confined to the furnishing zone so it will be sensible and easy to maintain.

Brad Wills asked about the previously discussed project for the Main Avenue and Shoshone Street intersection as it didn't show on the project phasing diagram. He referenced the intersection as the central hub of downtown and asked what the status was on that project. Dexter Ball recollected an arch in that location and that it could be a downtown art project. Melinda answered that the arch was removed from the design due to the cost of putting it in. She recommended that the board discuss this topic further and decide if they want to include this \$300,000+ project in the design at this time. Mandi stated that in Phase 1A, they are intending to design the corners of the Shoshone and Main intersection so that they feather into the existing intersection, however, another option would be to recess the corners down to the same level as Shoshone and putting bollards and warning strips around the corners so that it feels like it's an at-grade crossing, but ITD would need to be involved and it would take time. Perri Gardner asked about other budget concerns and the options available. Mandi replied that Hummel Architects are designing a full custom restroom for the plaza area; the tensile fabric overhead shade structure is not in the design at this time ( $\pm$ \$300,000), nor are any furnishings ( $\pm$ \$150,000) for the plaza. This leaves items for the private sector to participate in at a later time.

Due to the accelerated schedule of the Main Avenue project, Gary Haderlie added that in regard to the alleyways, plans will be submitted to the utility companies in early October and they will need to know if the alleyways will be constructed in 2016 by early October. There was some discussion, however, the Board will need to discuss this further and make a decision. He then stated a special board meeting is necessary to discuss and possibly make a decision. Monday, October 5<sup>th</sup>, was suggested and will be confirmed.

**Agenda Item 5 - Presentation of MTI report regarding potential contaminants in the Rogerson building and, if needed, direct staff to seek bids for abatement – Melinda Anderson.**

Melinda presented the results of recent contamination testing done at the Rogerson building. Results showed about 16,000 SF of asbestos that wasn't part of the first assessment. Using projections, she showed pictures of places where the contamination was found, which included the glue in the vinyl flooring in various places throughout the building, insulation board, wiring, floor tile in the basement, heavy orange peel texture on the wall on second floor, and on the roof. Further discussion with MTI and the EPA will need to take place to find out which contaminants must be removed prior to demolition. Considering there will be asbestos that will need to be removed, she asked the board for direction. Brad Wills motioned to direct staff to develop an asbestos abatement bid package for the items that must be removed prior to demolition of the building. Gary Garnand seconded the motion. Roll call vote showed that all board members voted in favor of the motion. Chairman Brizee shared with the Board that the Rogerson demolition will take place in January 2016.

**Agenda Item 6 – Consideration of a request to create a downtown arts subcommittee – Melinda Anderson.**

Melinda recollected that last June the Board voted in favor of creating a downtown arts subcommittee with a budget of \$100,000. The subcommittee needs to be formed and a mission created. Bob Richards added that Leon Smith has volunteered to be Chair of the committee, if the Board decides to appoint him as such, and knows others that are heavily into art that may also like to be a part of the committee as well as a couple current Board members. Perri Gardner and Bob Richards volunteered to be on the committee. City Council Member Suzanne Hawkins shared that the City Council has recently formed an arts committee and that they are currently designing artwork for the 5 Points area and suggested the URA subcommittee communicate with them.

Perri Gardner moved to create and appoint Leon Smith as the Chairperson of the arts subcommittee for downtown. Gary Garnand seconded the motion. Roll call vote showed that all board members voted in favor of the motion.

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

Melinda shared that October 22<sup>nd</sup> has been tentatively scheduled for the next open house regarding the Main Avenue project as well as the City Hall project.

**Agenda Item 8 – Adjourn.**

The meeting adjourned at 1:31 p.m.

Next regular scheduled Urban Renewal meeting is Monday, October 12, 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 September 2015

	Oct '14 - Sep 15	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
Wash. Fed. LOC	400,138.80	0.00	400,138.80	100.0%
Washington Fed. Bond Proceeds	4,350,000.00	4,350,000.00	0.00	100.0%
Line of Credit Adv. - Clif Bar	5,581,730.33	14,995,362.00	-9,413,631.67	37.2%
Investment Income	12,247.07	2,550.00	9,697.07	480.3%
Property Taxes	8,279,955.09	7,449,198.00	830,757.09	111.2%
Rental Income	435,167.07	435,908.00	-740.93	99.8%
Chobani Advances	0.00	693,623.00	-693,623.00	0.0%
<b>Total Income</b>	<b>19,059,238.36</b>	<b>27,926,641.00</b>	<b>-8,867,402.64</b>	<b>68.2%</b>
<b>Gross Profit</b>	<b>19,059,238.36</b>	<b>27,926,641.00</b>	<b>-8,867,402.64</b>	<b>68.2%</b>
<b>Expense</b>				
<b>RAA 4-1</b>				
Main Ave.	347,013.20			
Rogerson Building	29,661.09			
Water Line	3,740.84			
RAA 4-1 - Other	2,910.46	3,584,596.00	-3,581,685.54	0.1%
<b>Total RAA 4-1</b>	<b>383,325.59</b>	<b>3,584,596.00</b>	<b>-3,201,270.41</b>	<b>10.7%</b>
<b>RAA 4-3 (Chobani)</b>				
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	474,981.42	6,122,259.00	-5,647,277.58	7.8%
<b>Total RAA 4-3 (Chobani)</b>	<b>3,086,964.89</b>	<b>8,826,441.00</b>	<b>-5,739,476.11</b>	<b>35.0%</b>
<b>RAA 4-4 (Clif Bar)</b>	<b>6,284,145.33</b>	<b>15,996,749.00</b>	<b>-9,712,603.67</b>	<b>39.3%</b>
Bond Trustee Fees	0.00	6,500.00	-6,500.00	0.0%
Bonding Costs	97,537.58	62,996.00	34,541.58	154.8%
Community Relations & Website	150.00	1,700.00	-1,550.00	8.8%
Debt Payments - Interest	285,457.86	164,959.00	120,498.86	173.0%
Debt Payments - Principal	5,689,089.60	5,689,060.00	29.60	100.0%
Dues and Subscriptions	750.00	2,650.00	-1,900.00	28.3%
Insurance Expense	5,617.00	5,500.00	117.00	102.1%
Legal Expense	630.18	1,000.00	-369.82	63.0%
Management Fee	229,000.00	229,000.00	0.00	100.0%
Meeting Expense	2,995.58	3,000.00	-4.42	99.9%
Miscellaneous	10,047.90	10,500.00	-452.10	95.7%
Office Expense	321.79	500.00	-178.21	64.4%
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	62,314.64	133,400.00	-71,085.36	46.7%
Real Estate Exp. - Other	13,364.73	6,200.00	7,164.73	215.6%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
<b>Total Expense</b>	<b>16,260,827.06</b>	<b>34,836,551.00</b>	<b>-18,575,723.94</b>	<b>46.7%</b>
<b>Net Ordinary Income</b>	<b>2,798,411.30</b>	<b>-6,909,910.00</b>	<b>9,708,321.30</b>	<b>-40.5%</b>
<b>Other Income/Expense</b>				
<b>Other Income</b>				
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%
<b>Total Other Income</b>	<b>0.00</b>	<b>6,706,783.00</b>	<b>-6,706,783.00</b>	<b>0.0%</b>
<b>Net Other Income</b>	<b>0.00</b>	<b>6,706,783.00</b>	<b>-6,706,783.00</b>	<b>0.0%</b>
<b>Net Income</b>	<b>2,798,411.30</b>	<b>-203,127.00</b>	<b>3,001,538.30</b>	<b>-1,377.7%</b>

Twin Falls Urban Renewal October, 2015 List of Checks						
Check #	Date	Paid Amount	Name	Account	Fund	Memo
3080	9/15/2015	184,464.94	Stock Construction Services, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #93 Construction Management
3081	9/15/2015	6,000.00	TBY, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #94 3300 E Railroad Crossing
3082	9/15/2015	9,524.45	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #95 Wastewater Facility - Project Mgmt & Admin
3083	9/15/2015	13,321.02	JUB Engineers, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #96 Hankins Water Storage Tank
3084	9/15/2015	11,789.00	Alliance Title & Escrow	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #97 Owner's Premium
3085	9/15/2015	22,448.50	Titan Technologies	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #99 Hankins Road Construction
3086	9/15/2015	86,901.25	Knife River	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #99 Hankins Road Construction
3087	9/21/2015	179.12	Jimmy John's	Meeting Expense	General	8-10-15 Lunch Meeting
3088	9/24/2015	525.00	Skinner Fawcett	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #100 - Bond Counsel / Invoice #35916
3089	9/25/2015	658,235.53	Contractors Northwest, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #101 - Wastewater Facility Construction/CAP #5
3090	10/1/2015	9,841.59	JUB Engineers, Inc.	Water Line	Rev Alloc 4-4	AC #104 Hankins Water Storage Tank / Invoice #96144
3091	10/1/2015	411,026.58	Stock Construction Services, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #105 Construction Management / Invoice #1850-05
3092	10/1/2015	2,134.00	Idaho Power Company	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #106 3300 E RR Crossing / WO#27440714
3093	10/1/2015	5,452.70	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #107 Wastewater Fac / Inv. #13
3094	10/1/2015	139,032.50	Titan Technologies	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #108 Eldridge Sewer Imp. / CAP #2
3095	10/1/2015	492,636.75	Knife River	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #109 Hankins Rd Construction / App #2
3096	10/1/2015	284,140.50	Performance Systems Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #102 Hankins Water Storage Tank / App#11
3097	10/1/2015	115,605.66	Performance Systems Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #103 Hankins Water Storage Tank / App #12
3098	9/30/2015	72,689.25	City of Twin Falls	RAA 4-3 (Chobani)	Rev Alloc 4-3	Bond Request #40
3099	10/7/2015	149.25	Catering by Karen	Meeting Expense	General	6-8-2015 Lunch Meeting
3100	10/7/2015	49.05	City of Twin Falls	Rogerson Building	Rev Alloc 4-1	Water, Sewer, Sanitation
3100	10/7/2015	467.16	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	C3 Landscape Water
3101	10/7/2015	4,000.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Parking Lot Striping after Sealcoat
3102	10/7/2015	120.00	Landscaping Your Way	Real Estate Exp. - Other	Rev Alloc 4-1	Pocket Park Maintenance - July
3102	10/7/2015	360.00	Landscaping Your Way	Real Estate Exp. - Other	Rev Alloc 4-1	Pocket Park Maintenance - August
3103	10/7/2015	2,831.00	Materials Testing & Inspection	Rogerson Building	Rev Alloc 4-1	Contaminant Assessment / #129306
3104	10/7/2015	81.25	Melinda Anderson	Meeting Expense	General	Boise Legislative Meeting 9/21/15
3105	10/7/2015	23,913.93	Quality First Asphalt Maintenance llc	Real Estate Exp. - Call Center	Rental Fund	Asphalt Repairs / #2141
3106	10/7/2015	281.37	Times News	Legal Expense	General	Budget Amendment 2014-15
3107	10/7/2015	38,269.90	Otak	Main Ave.	Rev Alloc 4-1	Main Ave. Streetscape & Downtown Commons - Sept
3107	10/7/2015	15,486.78	Otak	Main Ave.	Rev Alloc 4-1	Main Ave. Preliminary Design - Sept.
3108	10/7/2015	68,552.36	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Main Ave. Utility Project / #0096085
3108	10/7/2015	52,408.47	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Main Ave. Utility Project / #0095978
3109	10/7/2015	21.93	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 155 Main Ave. E
3109	10/7/2015	63.72	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 149 Main Ave. E
3109	10/7/2015	17.29	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 153 Main Ave. E
3109	10/7/2015	14.54	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 161 Main Ave. E
3109	10/7/2015	21.93	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 159 Main Ave. E
3109	10/7/2015	17.34	Idaho Power	Rogerson Building	Rev Alloc 4-1	Power - 157 Main Ave. E
3109	10/7/2015	9.78	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	Power - 122 4th Ave. S (Park)
3109	10/7/2015	208.26	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Poleline Rd.
3110	10/7/2015	5.04	Department of Veterans Affairs	Rental Income	Rental Fund	VA Lease Overpayment / 531-K507QAH
3111	10/8/2015	3,800.00	Steele's Tree Service	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance Trees and Shrubs
3112	10/8/2015	1,356.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance - Sept.
3113	10/8/2015	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property Management Fee - Sept.
3114	10/8/2015	440.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - Sept.

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

Type	Date	Num	Name	Memo	Amount	Balance
<b>Ordinary Income/Expense</b>						
<b>Income</b>						
<b>Line of Credit Adv. - Clif Bar</b>						
Deposit	09/11/2015		Clif Bar & Co.	Clif Bar Advance	334,449.16	334,449.16
Deposit	09/18/2015		Clif Bar & Co.	Deposit made from line-of-credit	525.00	334,974.16
Deposit	09/25/2015		Clif Bar & Co.	Advance against Line of Credit	658,235.53	993,209.69
Total Line of Credit Adv. - Clif Bar					993,209.69	993,209.69
<b>Investment Income</b>						
Deposit	09/01/2015			Interest	62.88	62.88
Deposit	09/01/2015			Interest	45.29	108.17
Deposit	09/30/2015			Interest	1.85	110.02
Deposit	09/30/2015			Interest	1,069.42	1,179.44
Deposit	09/30/2015			Interest	17.91	1,197.35
Deposit	09/30/2015			Interest	113.64	1,310.99
Total Investment Income					1,310.99	1,310.99
<b>Property Taxes</b>						
Deposit	09/21/2015	15-0237...	Twin Falls County ...	Property Taxes - Sept, 2015	526.41	526.41
Total Property Taxes					526.41	526.41
<b>Rental Income</b>						
Deposit	09/04/2015		US Treasury	VA rent - August	1,333.33	1,333.33
Deposit	09/29/2015	18901	C3	Rent - September	35,455.71	36,789.04
Deposit	09/30/2015		US Treasury	September Rent	1,333.33	38,122.37
Total Rental Income					38,122.37	38,122.37
Total Income					1,033,169.46	1,033,169.46
Gross Profit					1,033,169.46	1,033,169.46
<b>Expense</b>						
<b>RAA 4-1</b>						
<b>Rogerson Building</b>						
Check	09/09/2015	3069	City of Twin Falls	Water, Sewer, Sanitation	47.15	47.15
Check	09/09/2015	3073	Idaho Power	149 Main Ave E	69.01	116.16
Check	09/09/2015	3074	Intermountain Gas ...	Gas - Rogerson Bldg.	2.06	118.22
Check	09/09/2015	3073	Idaho Power	153 Main Ave E	17.29	135.51
Check	09/09/2015	3073	Idaho Power	155 Main Ave E	21.99	157.50
Check	09/09/2015	3073	Idaho Power	157 Main Ave E	21.94	179.44
Check	09/09/2015	3073	Idaho Power	159 Main Ave E	22.03	201.47
Check	09/09/2015	3073	Idaho Power	161 Main Ave E	14.53	216.00
Total Rogerson Building					216.00	216.00
Total RAA 4-1					216.00	216.00
<b>RAA 4-3 (Chobani)</b>						
Check	09/30/2015	3098	City of Twin Falls	Bond Request #40	72,689.25	72,689.25
Total RAA 4-3 (Chobani)					72,689.25	72,689.25
<b>RAA 4-4 (Clif Bar)</b>						
Check	09/15/2015	3080	Stock Construction...	AC #93 Construction Management	184,464.94	184,464.94
Check	09/15/2015	3081	TBY, Inc.	AC #94 3300 E Railroad Crossing	6,000.00	190,464.94
Check	09/15/2015	3082	Keller Associates	AC #95 Wastewater Facility - Project Mgmt & Admin	9,524.45	199,989.39
Check	09/15/2015	3083	JUB Engineers, Inc.	AC #96 Hankins Water Storage Tank	13,321.02	213,310.41
Check	09/15/2015	3084	Alliance Title & Esc...	AC #97 Owner's Premium	11,789.00	225,099.41
Check	09/15/2015	3085	Titan Technologies	AC #99 Hankins Road Construction	22,448.50	247,547.91
Check	09/15/2015	3086	Knife River	AC #99 Hankins Road Construction	86,901.25	334,449.16
Check	09/24/2015	3088	Skinner Fawcett	AC #100 - Bond Counsel / Invoice #35916	525.00	334,974.16
Check	09/25/2015	3089	Contractors Northw...	AC #101 - Wastewater Facility Construction/CAP #5	658,235.53	993,209.69
Total RAA 4-4 (Clif Bar)					993,209.69	993,209.69
<b>Insurance Expense</b>						
Check	09/09/2015	3072	ICRMP	Semi-Annual pymt. 1st half	2,877.00	2,877.00
Total Insurance Expense					2,877.00	2,877.00
<b>Legal Expense</b>						
Check	09/09/2015	3079	Times News	2015-2016 Budget on 7-30-15	252.00	252.00
Total Legal Expense					252.00	252.00
<b>Meeting Expense</b>						
Check	09/09/2015	3071	Daisy's	8-24-15 Meeting Lunch	102.86	102.86
Check	09/21/2015	3087	Jimmy John's	8-10-15 Lunch Meeting	179.12	281.98
Total Meeting Expense					281.98	281.98

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

Type	Date	Num	Name	Memo	Amount	Balance
<b>Office Expense</b>						
Check	09/30/2015		Wells Fargo	Wire Transfer Fees	15.00	15.00
Total Office Expense					15.00	15.00
<b>Real Estate Exp. - Call Center</b>						
Check	09/09/2015	3068	ACCO Engineered ...	HVAC Unit Replacement	22,490.00	22,490.00
Check	09/09/2015	3069	City of Twin Falls	C3 Landscaping	396.32	22,886.32
Check	09/09/2015	3070	Commercial Proper...	Landscape Mntc - August	1,545.00	24,431.32
Check	09/09/2015	3075	J & L Sweeping Se...	Property Mntc - August	352.00	24,783.32
Check	09/09/2015	3076	K & G Property Ma...	Property Management Fee - August	450.00	25,233.32
Total Real Estate Exp. - Call Center					25,233.32	25,233.32
<b>Real Estate Exp. - Other</b>						
Check	09/09/2015	3073	Idaho Power	122 4th Ave S	9.45	9.45
Check	09/09/2015	3077	Lytle Signs, Inc.	Dennis Bowyer Park sign	2,945.00	2,954.45
Check	09/09/2015	3078	Sawtooth Spraying...	Weed kill - URA Properties	150.00	3,104.45
Total Real Estate Exp. - Other					3,104.45	3,104.45
Total Expense					1,097,878.69	1,097,878.69
Net Ordinary Income					-64,709.23	-64,709.23
<b>Net Income</b>					<b>-64,709.23</b>	<b>-64,709.23</b>

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet**  
As of September 30, 2015

	Sep 30, 15
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
<b>Cash</b>	
WF General Checking #6350	317,963.04
WF Savings #8992	6,506,217.13
Zions Revenue Alloc. #8616	3,756,126.37
Zions Revenue Alloc. #8616A	37,871.40
Zions Revenue Alloc. #8616B	0.71
Zions Bond Reserve #8616C	2,705,410.67
Wash. Fed. #342-4	398,137.83
Wash. Fed. Bond Reserve	430,143.96
State Investment Pool	455,597.31
<b>Total Cash</b>	14,607,468.42
<b>Total Checking/Savings</b>	14,607,468.42
<b>Other Current Assets</b>	
Due from Other Governments	21,855.60
Property Taxes Receivable	41,347.03
<b>Total Other Current Assets</b>	63,202.63
<b>Total Current Assets</b>	14,670,671.05
<b>Fixed Assets</b>	
Land	1,350,000.00
Building	3,834,412.16
Equipment	475,000.00
Accumulated Depreciation	-732,624.14
<b>Total Fixed Assets</b>	4,926,788.02
<b>TOTAL ASSETS</b>	<b>19,597,459.07</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Long Term Liabilities</b>	
Deferred Rev.-Property Tax	60,276.67
Security Deposit	68,157.84
<b>Total Long Term Liabilities</b>	128,434.51
<b>Total Liabilities</b>	128,434.51
<b>Equity</b>	
<b>Fund Balance</b>	
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
<b>Total Fund Balance</b>	16,670,613.26
Net Income	2,798,411.30
<b>Total Equity</b>	19,469,024.56
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>19,597,459.07</b>

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
**As of September 30, 2015**

Type	Date	Num	Name	Memo	Amount	Balance
<b>ASSETS</b>						19,662,168.30
<b>Current Assets</b>						14,735,380.28
<b>Checking/Savings</b>						14,672,177.65
<b>Cash</b>						14,672,177.65
<b>WF General Checking #6350</b>						311,294.01
Deposit	09/04/2015			Deposit	1,333.33	312,627.34
Check	09/09/2015	3068	ACCO Engineered Systems	HVAC Unit Replacement	-22,490.00	290,137.34
Check	09/09/2015	3069	City of Twin Falls		-443.47	289,693.87
Check	09/09/2015	3070	Commercial Property Main...	Landscape Mntc - August	-1,545.00	288,148.87
Check	09/09/2015	3071	Daisy's	8-24-15 Meeting Lunch	-102.86	288,046.01
Check	09/09/2015	3072	ICRMP	Semi-Annual pymt. 1st half	-2,877.00	285,169.01
Check	09/09/2015	3073	Idaho Power	Electric	-176.24	284,992.77
Check	09/09/2015	3074	Intermountain Gas Compa...	Gas - Rogerson Bldg.	-2.06	284,990.71
Check	09/09/2015	3075	J & L Sweeping Service, I...	Property Mntc - August	-352.00	284,638.71
Check	09/09/2015	3076	K & G Property Managem...	Property Management Fee - August	-450.00	284,188.71
Check	09/09/2015	3077	Lytte Signs, Inc.	Dennis Bowyer Park sign	-2,945.00	281,243.71
Check	09/09/2015	3078	Sawtooth Spraying Service	Weed kill - URA Properties	-150.00	281,093.71
Check	09/09/2015	3079	Times News	2015-2016 Budget on 7-30-15	-252.00	280,841.71
Deposit	09/11/2015			Deposit	334,449.16	615,290.87
Check	09/15/2015	3080	Stock Construction Servic...	AC #93 Construction Management	-184,464.94	430,825.93
Check	09/15/2015	3081	TBY, Inc.	AC #94 3300 E Railroad Crossing	-6,000.00	424,825.93
Check	09/15/2015	3082	Keller Associates	AC #95 Wastewater Facility - Project ...	-9,524.45	415,301.48
Check	09/15/2015	3083	JUB Engineers, Inc.	AC #96 Hankins Water Storage Tank	-13,321.02	401,980.46
Check	09/15/2015	3084	Alliance Title & Escrow	AC #97	-11,789.00	390,191.46
Check	09/15/2015	3085	Titan Technologies	AC #99 Hankins Road Construction	-22,448.50	367,742.96
Check	09/15/2015	3086	Knife River	AC #99 Hankins Road Construction	-86,901.25	280,841.71
Deposit	09/18/2015			Deposit	525.00	281,366.71
Deposit	09/21/2015			Deposit	526.41	281,893.12
Check	09/21/2015	3087	Jimmy John's	8-10-15 Lunch Meeting	-179.12	281,714.00
Check	09/24/2015	3088	Skinner Fawcett	AC #100 - Bond Counsel / Invoice #35...	-525.00	281,189.00
Check	09/25/2015	3089	Contractors Northwest, Inc.	AC #101 - Wastewater Facility Constr...	-658,235.53	-377,046.53
Deposit	09/25/2015			Deposit	658,235.53	281,189.00
Deposit	09/29/2015			Deposit	35,455.71	316,644.71
Deposit	09/30/2015			Deposit	1,333.33	317,978.04
Check	09/30/2015	3098	City of Twin Falls		-72,689.25	245,288.79
Transfer	09/30/2015			Funds Transfer	72,689.25	317,978.04
Check	09/30/2015		Wells Fargo	Wire Transfer	-15.00	317,963.04
Total WF General Checking #6350					6,669.03	317,963.04
<b>WF Bond Escrow #6400</b>						0.00
Total WF Bond Escrow #6400						0.00
<b>WF Revenue Alloc. #5601</b>						0.00
Total WF Revenue Alloc. #5601						0.00
<b>WF Bond Reserve #5602</b>						0.00
Total WF Bond Reserve #5602						0.00
<b>WF Bond Fund #5600</b>						0.00
Total WF Bond Fund #5600						0.00
<b>WF Savings #8992</b>						6,505,147.71
Deposit	09/30/2015			Interest	1,069.42	6,506,217.13
Total WF Savings #8992					1,069.42	6,506,217.13
<b>Zions Revenue Alloc. #8616</b>						3,756,063.49
Deposit	09/01/2015			Interest	62.88	3,756,126.37
Total Zions Revenue Alloc. #8616					62.88	3,756,126.37
<b>Zions Revenue Alloc. #8616A</b>						110,558.80
Transfer	09/30/2015			Funds Transfer	-72,689.25	37,869.55
Deposit	09/30/2015			Interest	1.85	37,871.40
Total Zions Revenue Alloc. #8616A					-72,687.40	37,871.40
<b>Zions Revenue Alloc. #8616B</b>						0.71
Total Zions Revenue Alloc. #8616B						0.71
<b>Zions Bond Reserve #8616C</b>						2,705,365.38
Deposit	09/01/2015			Interest	45.29	2,705,410.67
Total Zions Bond Reserve #8616C					45.29	2,705,410.67
<b>Wash. Fed. #342-4</b>						353,124.92
Transfer	09/08/2015			Funds Transfer	45,012.91	398,137.83
Total Wash. Fed. #342-4					45,012.91	398,137.83

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of September 30, 2015

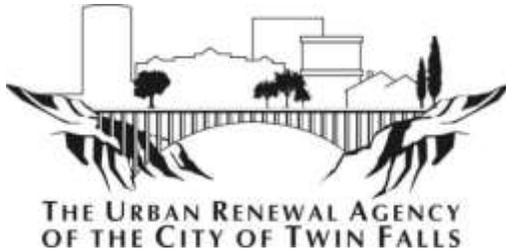
Type	Date	Num	Name	Memo	Amount	Balance
<b>Wash. Fed. Bond Reserve</b>						475,138.96
Transfer	09/08/2015			Funds Transfer	-45,012.91	430,126.05
Deposit	09/30/2015			Interest	17.91	430,143.96
Total Wash. Fed. Bond Reserve					-44,995.00	430,143.96
<b>State Investment Pool</b>						455,483.67
Deposit	09/30/2015			Interest	113.64	455,597.31
Total State Investment Pool					113.64	455,597.31
<b>Parking Lot Sinking Cash #3425</b>						0.00
Total Parking Lot Sinking Cash #3425						0.00
<b>Wells Fargo Securities #1251</b>						0.00
Total Wells Fargo Securities #1251						0.00
<b>Zions Warrant #6362</b>						0.00
Total Zions Warrant #6362						0.00
<b>Cash - Other</b>						0.00
Total Cash - Other						0.00
Total Cash					-64,709.23	14,607,468.42
Total Checking/Savings					-64,709.23	14,607,468.42
<b>Accounts Receivable</b>						0.00
<b>Accounts Receivable</b>						0.00
Total Accounts Receivable						0.00
Total Accounts Receivable						0.00
<b>Other Current Assets</b>						63,202.63
<b>Accounts Receivable Clif Bar</b>						0.00
Total Accounts Receivable Clif Bar						0.00
<b>Account Receivable - Chobani</b>						0.00
Total Account Receivable - Chobani						0.00
<b>Deposits</b>						0.00
Total Deposits						0.00
<b>Due from Other Governments</b>						21,855.60
Total Due from Other Governments						21,855.60
<b>Interest Receivable</b>						0.00
<b>Int. Rec.-Zions Bond</b>						0.00
Total Int. Rec.-Zions Bond						0.00
<b>Int. Rec.-Bond Fund</b>						0.00
Total Int. Rec.-Bond Fund						0.00
<b>Int. Rec.-Revenue Allocation</b>						0.00
Total Int. Rec.-Revenue Allocation						0.00
<b>Interest Receivable - Other</b>						0.00
Total Interest Receivable - Other						0.00
Total Interest Receivable						0.00
<b>Inventory Asset</b>						0.00
Total Inventory Asset						0.00
<b>Prepaid Insurance</b>						0.00
Total Prepaid Insurance						0.00
<b>Property Taxes Receivable</b>						41,347.03
Total Property Taxes Receivable						41,347.03
Total Other Current Assets						63,202.63
Total Current Assets					-64,709.23	14,670,671.05
<b>Fixed Assets</b>						4,926,788.02
<b>Land</b>						1,350,000.00
Total Land						1,350,000.00

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of September 30, 2015

Type	Date	Num	Name	Memo	Amount	Balance
<b>Building</b>						3,834,412.16
Total Building						3,834,412.16
<b>Equipment</b>						475,000.00
Total Equipment						475,000.00
<b>Accumulated Depreciation</b>						-732,624.14
Total Accumulated Depreciation						-732,624.14
Total Fixed Assets						4,926,788.02
<b>Other Assets</b>						0.00
<b>Due from General (4-2)</b>						0.00
Total Due from General (4-2)						0.00
<b>Lease Receivable-Jayco</b>						0.00
Total Lease Receivable-Jayco						0.00
<b>Note Receivable - Agro Farma</b>						0.00
Total Note Receivable - Agro Farma						0.00
<b>Property Tax Clearing Account</b>						0.00
Total Property Tax Clearing Account						0.00
Total Other Assets						0.00
<b>TOTAL ASSETS</b>					<b>-64,709.23</b>	<b>19,597,459.07</b>
<b>LIABILITIES &amp; EQUITY</b>						19,662,168.30
<b>Liabilities</b>						128,434.51
<b>Current Liabilities</b>						0.00
<b>Accounts Payable</b>						0.00
<b>Accounts Payable</b>						0.00
Total Accounts Payable						0.00
Total Accounts Payable						0.00
<b>Credit Cards</b>						0.00
Total Credit Cards						0.00
<b>Other Current Liabilities</b>						0.00
<b>Accts Pay - Rev. Alloc. 4-4</b>						0.00
Total Accts Pay - Rev. Alloc. 4-4						0.00
<b>Due to Other Governments</b>						0.00
Total Due to Other Governments						0.00
<b>Accts Pay - Bond Fund</b>						0.00
Total Accts Pay - Bond Fund						0.00
<b>Accts Pay - General</b>						0.00
Total Accts Pay - General						0.00
<b>Accts Pay - Rental Fund</b>						0.00
Total Accts Pay - Rental Fund						0.00
<b>Accts Pay - Rev. Alloc. 4-1</b>						0.00
Total Accts Pay - Rev. Alloc. 4-1						0.00
<b>Accts Pay - Rev. Alloc. 4-3</b>						0.00
Total Accts Pay - Rev. Alloc. 4-3						0.00
<b>Payroll Liabilities</b>						0.00
Total Payroll Liabilities						0.00
<b>Prepaid Rent</b>						0.00
Total Prepaid Rent						0.00
Total Other Current Liabilities						0.00
Total Current Liabilities						0.00
<b>Long Term Liabilities</b>						128,434.51
<b>BID Grant Oversight</b>						0.00
Total BID Grant Oversight						0.00

**Urban Renewal Agency of the City of Twin Falls, ID**  
**Balance Sheet Detail**  
As of September 30, 2015

Type	Date	Num	Name	Memo	Amount	Balance
<b>Deferred Rev.-Lease</b>						0.00
Total Deferred Rev.-Lease						0.00
<b>Deferred Rev.-Lease Principal</b>						0.00
Total Deferred Rev.-Lease Principal						0.00
<b>Deferred Rev.-Property Tax</b>						60,276.67
Total Deferred Rev.-Property Tax						60,276.67
<b>Due to Rev. Alloc. (4-1)</b>						0.00
Total Due to Rev. Alloc. (4-1)						0.00
<b>Notes and Bonds Payable</b>						0.00
<b>Bond Payable - Rev. Alloc.</b>						0.00
Total Bond Payable - Rev. Alloc.						0.00
<b>Note - D.L. Evans Bank</b>						0.00
Total Note - D.L. Evans Bank						0.00
<b>Note - Dell Building</b>						0.00
Total Note - Dell Building						0.00
<b>Note - McElliott</b>						0.00
Total Note - McElliott						0.00
<b>Notes and Bonds Payable - Other</b>						0.00
Total Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable						0.00
<b>Security Deposit</b>						68,157.84
Total Security Deposit						68,157.84
Total Long Term Liabilities						128,434.51
Total Liabilities						128,434.51
<b>Equity</b>						19,533,733.79
<b>Fund Balance</b>						16,670,613.26
<b>Fund Balance-General Fund</b>						2,018.58
Total Fund Balance-General Fund						2,018.58
<b>Fund Balance-Revenue Alloc.</b>						7,504,869.49
Total Fund Balance-Revenue Alloc.						7,504,869.49
<b>Fund Balance-Bond Fund</b>						3,574,156.00
Total Fund Balance-Bond Fund						3,574,156.00
<b>Fund Balance-Rental Fund</b>						5,589,569.19
Total Fund Balance-Rental Fund						5,589,569.19
<b>Fund Balance-Sinking Fund</b>						0.00
Total Fund Balance-Sinking Fund						0.00
<b>Fund Balance - Other</b>						0.00
Total Fund Balance - Other						0.00
Total Fund Balance						16,670,613.26
<b>Opening Balance Equity</b>						0.00
Total Opening Balance Equity						0.00
<b>Unrestricted Net Assets</b>						0.00
Total Unrestricted Net Assets						0.00
<b>Net Income</b>						2,863,120.53
Total Net Income					-64,709.23	2,798,411.30
Total Equity					-64,709.23	19,469,024.56
<b>TOTAL LIABILITIES &amp; EQUITY</b>					<b>-64,709.23</b>	<b>19,597,459.07</b>



**Date:** October 12, 2015

**To:** Urban Renewal Agency of the City of Twin Falls

**From:** Melinda Anderson, Executive Director

---

**Request:**

Consideration of a request to approve a wastewater discharge agreement with the City and Chobani Yogurt.

**Background:**

Back on November 3, 2011 and again on January 14, 2013, the City, TFURA, and Chobani signed agreements regarding the construction and management of the wastewater pretreatment facility that supports Chobani's operations. This is a 3<sup>rd</sup> agreement updating the earlier ones.

This agreement is primarily between the City and Chobani. TFURA's interest in this agreement is in Section 2.2 regarding how the funds the City provided for the wastewater pretreatment facility (\$2,750,000) will be spent. In essence, those funds will be used to reimburse both Chobani and the City for the construction.

**Approval Process:**

Approval by a quorum of the Board in open meeting.

**Budget Impact:**

The funds are included in FY 16 budget.

**Conclusion:**

Staff recommends the board approve this agreement.

**Attachments:**

1. Wastewater Discharge Agreement

## **WASTEWATER DISCHARGE AGREEMENT**

THIS WASTEWATER DISCHARGE AGREEMENT (“Agreement”) is effective the 1st day of September, 2015 (“Effective Date”) and entered into by and among the City of Twin Falls, an Idaho municipal corporation (“City”); the Urban Renewal Agency of the City of Twin Falls, an independent public body corporate and politic of the State of Idaho (“URA”); and Chobani Idaho, LLC, formerly known as Chobani Idaho, Inc. and Agro-Farma Idaho, Inc., Idaho corporations (“Chobani”).

### **Recitals**

A. The parties entered into that certain Development Agreement dated November 3, 2011, and that certain Development Agreement—First Amendment, dated January 14, 2013 (collectively, “Development Agreement”), setting forth the obligations of the parties related to the development of a dairy manufacturing plant, wastewater pre-treatment facility and related improvements at approximately Kimberly Road and 3300 East Road in Twin Falls, Idaho (“Project”).

B. Pursuant to the Development Agreement, City and URA agreed to provide and reserve one million five hundred thousand gallons per day (1.5 MGD) of discharge capacity for the Project in City’s Publicly Operated Treatment Works facility (“POTW”) and in a sewer trunk line connecting the Project to the POTW. City and URA have completed improvements to the POTW to accommodate this discharge capacity. City and URA have completed construction of a sewer trunk line to accommodate this discharge capacity, except for those portions (i) along Pole Line Avenue East, from the Project site to Canyon Springs grade, which may be expanded to 1.5 MGD and paid with tax increment funds available to the Project at such time as Chobani requests, contingent upon the availability of sufficient tax increment funds, and (ii) approximately 800’ in length near the top of Canyon Springs grade, which the City will complete in 2015.

C. Pursuant to the Development Agreement, City and URA have constructed a new pretreatment facility (“PTF”) with a discharge capacity of eight hundred thousand gallons per day average (800,000 GPD) and one million gallons per day maximum (1 MGD) to pre-treat wastewater from the Project. The PTF currently includes an equalization/pH neutralization system, a dissolved air flotation system (“DAF”), an up-flow anaerobic sludge blanket system (“UASB”) and a wastewater heating system, along with chemical feed systems, pumps, piping, valves, electrical/control systems, and other appurtenances within the PTF facility and the buildings that house the equipment.

D. City issued Industrial Wastewater Discharge Permit No. S0007R, dated October 22, 2012 (“Discharge Permit”), authorizing Chobani to discharge pretreated wastewater to the POTW.

E. In an Agreement between City and Chobani, dated April 12, 2013 (“2013 Discharge Agreement”), the parties agreed on a new point of compliance and wastewater fees to be paid during startup of the PTF. The 2013 Discharge Agreement also acknowledged the parties’ agreement for Chobani to operate the PTF.

F. The parties desire to enter into this Agreement to update and more fully address the terms of Chobani's operation of the PTF, to change the rate paid for wastewater discharge services provided by City, and other wastewater discharge terms.

NOW, THEREFORE, in consideration of the recitals above, hereby incorporated as terms of this Agreement, and subject to the following terms and conditions, the parties agree as follows:

**1. Operation of the PTF**

1.1. Operation of PTF. At its own cost, Chobani shall provide for the operation, maintenance and capital replacement of all equipment within the PTF. Chobani may make any operational changes, repairs and improvements to the PTF it determines are necessary to comply with the Discharge Permit, as amended. At its own cost, Chobani shall provide for the transport and disposal of all DAF sludge.

1.2. Insurance.

1.2.1. Chobani shall purchase and maintain property insurance for the PTF on a replacement cost basis. Such policy shall be an "all-risk" or equivalent policy form insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft (subject to related party exclusions), vandalism and malicious mischief. Such policy may be subject to customary or commercially reasonable deductibles, exclusions and limitations. Chobani, City and URA waive all rights against each other and any of their contractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this subsection. Chobani shall be solely responsible for payment of any deductibles associated with such insurance.

1.2.2. Chobani shall purchase and maintain a commercial general liability insurance policy on a broad form basis with bodily injury and property damage combined single limits of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate. City and URA shall be additional insureds on such policy.

1.2.3. Certificates of insurance for each required policy of insurance shall be filed with City and URA promptly after the Effective Date and thereafter upon renewal or replacement of each required policy of insurance.

1.3. Indemnity. To the fullest extent permitted by applicable law, Chobani shall indemnify, defend and hold City and URA harmless from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from Chobani's operation and maintenance of the PTF, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the PTF itself, to the extent covered by insurance), but only to the extent caused by the negligent acts or omissions of Chobani, its contractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

1.4. Term of Operation. Chobani may discontinue operation of the PTF at such time as such operation is no longer necessary to serve the dairy manufacturing facility and to meet the

Discharge Permit. Chobani shall provide written notice to City and URA of such discontinued operation, and Chobani's obligations under Section 1.2 (insurance) shall terminate.

## **2. Discharge Rate and Other Wastewater Terms**

2.1. Wastewater services and rate. Chobani shall discharge pretreated wastewater to the POTW and City shall accept such wastewater in accordance with the Discharge Permit. As of the Effective Date, the rate charged by City to Chobani for collecting and treating the pretreated wastewater flows shall be in accordance with City's Utility Rate Resolution for Significant Industrial Users.

2.2. Repayment for Initial Improvements to PTF. Pursuant to the Development Agreement, the City funded certain initial improvements to the PTF in the amount of TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) ("**Initial Improvements Cost**") that would be repaid as part of the flat rate for wastewater discharge. The parties agree that the Initial Improvements Cost is an eligible expense for tax increment funds ("**TIF**") and that sufficient TIF is currently available to repay the Initial Improvements Cost in full. As of the Effective Date, the URA will allocate TWO MILLION SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$2,750,000) of TIF to repay the Initial Improvements Cost in full as follows: (i) the total amount Chobani has contributed toward the Initial Improvements Cost through flat rate payments as of the Effective Date (\$353,445.00) will be paid to Chobani, and (ii) the balance of the Initial Improvements Cost (\$2,396,555) will be paid to the City.

2.3. Easement for PTF. Upon execution of this Agreement, the parties shall enter into that certain Easement Agreement in the form attached hereto as Exhibit A, which shall be recorded in the real property records of Twin Falls County, Idaho.

2.4. Option to acquire PTF. Chobani has the option to acquire the PTF from City for no charge by providing written notice to the City by December 15, 2022. If Chobani exercises its option to acquire the PTF, then the parties agree to unconditionally terminate the Easement Agreement and Chobani's obligations under Section 1.2 (insurance) shall terminate.

2.5. Capacity reservation. City shall reserve and at all times have available, at no additional cost to Chobani, sufficient capacity in its POTW and sewer trunk line to accommodate 1.5 MGD from the Project, except in the remaining portions identified in Recital B above, where the capacity available to the Project shall be 1 MGD until the sewer trunk line improvements are completed and 1.5 MGD upon completion.

2.6. Use of tax increment financing funds. Chobani may direct the use of any excess tax increment financing funds from development of the Project for public wastewater facilities as needed, including without limitation, new equipment in the PTF, capital replacement of equipment in the PTF, additional capacity in the POTW and the sewer trunk line for future expansion of the Project, or any other use authorized in the approved Urban Renewal Plan.

## **3. General**

3.1. Entire Agreement; Modification. This Agreement sets forth the entire understanding and agreement of the parties as to the subject matter herein and shall control over

the Development Agreement and the 2013 Discharge Agreement, in the event of any conflict. No amendment or modification to any terms or provisions of this Agreement, waiver of any covenant, obligation, breach or default under this Agreement or termination of this Agreement (other than as expressly provided in this Agreement), shall be valid unless in writing and executed and delivered by each of the parties. Nothing herein shall affect the authority of the City to modify the terms of the industrial user permit.

3.2. Severability. If any term or provision of this Agreement is held to be or rendered invalid or unenforceable at any time in any jurisdiction, such term or provision shall not affect the validity or enforceability of any other terms or provisions of this Agreement, or the validity or enforceability of such affected term or provision at any other time or in any other jurisdiction the invalid or unenforceable provision shall be replaced by such valid term or provision as comes closest to the intention underlying the invalid term or provision.

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

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

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

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

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

If to City: Mayor  
City of Twin Falls  
PO Box 1907  
321 2nd Avenue East  
Twin Falls, Idaho 83303-1907  
Facsimile No.: (208) 736-2296  
Email: [dhall@tfid.org](mailto:dhall@tfid.org)

With a copy to: City Manager  
City of Twin Falls  
PO Box 1907  
321 2nd Avenue East  
Twin Falls, Idaho 83303-1907

Facsimile No.: (208) 736-2296  
Email: [trothweiler@tfid.org](mailto:trothweiler@tfid.org)

Fritz Wonderlich, City Attorney  
Wonderlich & Wakefield  
P.O. Box 1812  
321 2nd Avenue East  
Twin Falls, ID 83303-1812  
Facsimile No.: (888) 789-0935  
Email: [fwonderlich@tfid.org](mailto:fwonderlich@tfid.org)

If to URA: Melinda Anderson, Director  
City of Twin Falls  
PO Box 1907  
321 2nd Avenue East  
Twin Falls, Idaho 83303-1907  
Facsimile No.: (208) 736-2296  
Email: [manderson@tfid.org](mailto:manderson@tfid.org)

If to Chobani: David Sheldon  
Chobani Idaho, LLC  
147 State Highway 320  
Norwich, NY 13815  
Facsimile No.: (607) 847-7489  
Email: [dave.sheldon@chobani.com](mailto:dave.sheldon@chobani.com)

With a copy to: Office of General Counsel  
Chobani, LLC  
147 State Highway 320  
Norwich, NY 13815  
Facsimile No.: (607) 847-8847  
Email: [cathy.king@chobani.com](mailto:cathy.king@chobani.com)

L. Edward Miller; Deborah E. Nelson  
Givens Pursley LLP  
PO Box 2720  
601 W. Bannock Street  
Boise, ID 83702  
Facsimile No.: (208) 388-1300  
Email: [edmiller@givenspursley.com](mailto:edmiller@givenspursley.com);  
[den@givenspursley.com](mailto:den@givenspursley.com)

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

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

CITY: THE CITY OF TWIN FALLS

By: \_\_\_\_\_  
Don Hall, Mayor

URA: URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS

By: \_\_\_\_\_  
Dan Brizee, Chair

CHOBANI: CHOBANI IDAHO, LLC

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### Easement Agreement (form)

When recorded return to:  
L. Edward Miller  
GIVENS PURSLEY LLP  
601 W. Bannock St.  
P.O. Box 2720  
Boise, Idaho 83701-2720

---

### **EASEMENT AGREEMENT**

This Easement Agreement (“Agreement”) is made effective this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by Chobani Idaho, LLC, an Idaho limited liability company formerly known as Agro-Farma Idaho, Inc. (“Grantor”), and the City of Twin Falls, an Idaho municipal corporation whose address is 321 2<sup>nd</sup> Avenue East, Twin Falls, Idaho 83303 (“Grantee”). Grantor and Grantee may be individually referred to herein as a “Party” or collectively as the “Parties”, as appropriate under the circumstances.

### **RECITALS**

A. Pursuant to that certain Development Agreement dated November 3, 2011, as amended, Grantee and the Twin Falls Urban Renewal Agency have constructed on that portion of Grantor’s real property legally described in Exhibit A attached hereto and incorporated herein (the “Easement Premises”), a new wastewater pre-treatment facility that includes an equalization/pH neutralization system, a dissolved air flotation system, a wastewater heating system, an upflow anaerobic sludge blanket system, along with chemical feed systems, pumps, piping, valves, electrical/control systems, and certain other appurtenances within the pre-treatment facility and the buildings that house the foregoing equipment (collectively, the “PTF”).

B. Grantor desires to grant a perpetual, non-exclusive access easement for the benefit of Grantee on and over the Easement Premises in order to provide Grantee access to the PTF.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**GRANT OF EASEMENT.** Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement on and over the Easement Premises (the “Easement”), subject to the terms of this Agreement.

1. **PURPOSE AND USE OF EASEMENT.** The Easement Premises may be used by Grantee and its employees and contractors for the purpose of accessing and inspecting operations at the PTF after checking in with security and before entering the premises. Grantee shall be admitted immediately and without delay.

2. **GRANTOR'S RIGHTS.** Grantor reserves the right to make any use of the Easement Premises or place improvements thereon that will not materially interfere with any easement rights granted by this Agreement. Grantee acknowledges and agrees that Grantor may construct fences or gates in and around the Easement Premises, provided that Grantor provides Grantee with a key to such fences or gates. Grantor will not grant any other easements within the easement area without the prior written approval of Grantee, which approval shall not be unreasonably withheld or delayed.. The Easement is and shall be expressly subject to any easements and rights-of-way already existing on, over, and under the Easement Premises and Grantor reserves and retains the right to convey other rights-of-way and easements on, over, and under the Easement Premises to such other persons or entities as Grantor may deem proper, so long as such easements and rights-of-way do not materially interfere with Grantee's right of access hereunder.

3. **RIGHT TO RELOCATE.** Grantor reserves the right to, and Grantee agrees that, the Easement Premises may be modified in shape or size and/or relocated at Grantor's sole cost and expense, subject to Grantee's approval, such approval not to be unreasonably withheld or delayed.

4. **PUBLIC DEDICATION.** Nothing herein shall be deemed to be a grant or dedication of any portion of the Easement Premises to the general public, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

5. **TERMINATION.** The rights, title, privileges and authority hereby granted in this Agreement shall continue in full force until the earlier of (i) Grantor purchasing the PTF or (ii) the PTF is no longer in operation. In such event, the Easement shall automatically terminate and the Parties agree to execute and record all documentation reasonably necessary to vacate the Easement and confirm the termination of this Agreement.

6. **GENERAL TERMS AND CONDITIONS.**

6.1. Amendment. This Agreement may not be amended, modified, supplemented, or otherwise changed except by a writing signed by all of the Parties hereto.

6.2. Attorneys' Fees. In the event of any controversy, claim or action being filed or instituted between the Parties to interpret or enforce the terms and conditions of this Agreement, or arising from the breach of any provision hereof, the prevailing Party will be entitled to receive from the other Party all costs, damages, and expenses, including reasonable attorneys' fees through all levels of action, incurred by the prevailing Party.

6.3. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original but all of which constitute one and the same instrument. The signature pages may be detached from each counterpart and combined into one instrument. This Agreement

may be signed and delivered by facsimile or via email in PDF or other similar format, each of which shall be effective as an original.

6.4. Governing Law, Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

6.5. Incorporation by Reference. All recitals and exhibits to this Agreement are hereby incorporated by reference as if set forth herein.

6.6. Merger. As to the subject matter contained herein, this Agreement shall be the complete, entire, final and exclusive agreement among the Parties hereto and supersedes all prior and contemporaneous negotiations, agreements, and understandings, written or oral, between the Parties. It is expressly warranted by the Parties that no promise or inducement has been offered except as set forth herein, and that this Agreement is executed without reliance upon any promise, inducement, or representation not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence whatsoever may be introduced to vary its terms in any mediation, arbitration, or judicial proceeding involving this Agreement.

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

If to Grantee:

Mayor  
City of Twin Falls  
PO Box 1907  
321 2nd Avenue East  
Twin Falls, Idaho 83303-1907  
Facsimile No.: (208) 736-2296  
Email: [dhall@tfid.org](mailto:dhall@tfid.org)

With a copy to:

City Manager  
City of Twin Falls  
PO Box 1907  
321 2nd Avenue East  
Twin Falls, Idaho 83303-1907  
Facsimile No.: (208) 736-2296  
Email: [trothweiler@tfid.org](mailto:trothweiler@tfid.org)

Fritz Wonderlich, City Attorney  
Wonderlich & Wakefield  
P.O. Box 1812  
321 2nd Avenue East  
Twin Falls, ID 83303-1812  
Facsimile No.: (888) 789-0935  
Email: [fwonderlich@tfid.org](mailto:fwonderlich@tfid.org)

If to Grantor: Director, Environmental Health & Safety  
Chobani Idaho, LLC  
147 State Highway 320  
Norwich, NY 13815  
Facsimile No.: (607) 847-7489  
Email: [dave.sheldon@chobani.com](mailto:dave.sheldon@chobani.com)

With a copy to: Office of General Counsel  
Chobani, LLC  
147 State Highway 320  
Norwich, NY 13815  
Facsimile No.: (607) 847-8847  
Email: [cathy.king@chobani.com](mailto:cathy.king@chobani.com)

L. Edward Miller  
Givens Pursley LLP  
PO Box 2720  
601 W. Bannock Street  
Boise, ID 83702  
Facsimile No.: (208) 388-1300  
Email: [edmillier@givenspursley.com](mailto:edmillier@givenspursley.com)

6.9. Severability. This Agreement will be enforced to the fullest extent permitted by applicable law. If for any reason any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed or reformed to the extent reasonably required to render the same valid, enforceable and consistent with the original intent underlying such provision, and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.

6.10. Successors, Binding Effect. All of the easements, covenants, conditions and declarations contained herein shall be a burden on the Easement Premises and shall run with the land and shall benefit and bind the heirs, assigns and successors of the Parties hereto.

6.11. Waiver. No failure or delay on the part of a Party to exercise any of that Party's powers, rights, or privileges under this Agreement shall impair any such powers, rights or privileges, or be construed to be a waiver of any default or breach or any acquiescence therein. To the contrary, except as expressly set forth herein, the waiver any power, right, privilege, breach, default, or remedy must be in writing signed by the Party waiving such power, right, privilege, breach, default, or remedy. No signed waiver of any power, right, privilege, breach, default, or remedy shall constitute a waiver of any subsequent power, right, privilege, breach, default, or remedy.

*[Remainder of page intentionally left blank; signature pages follow.]*



**Grantee:**

**City of Twin Falls,**  
an Idaho municipal corporation

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

State of Idaho )  
 ) ss.  
County of Twin Falls )

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me a Notary Public, personally appeared \_\_\_\_\_, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the \_\_\_\_\_ of the City of Twin Falls, Idaho that executed the said instrument, and acknowledged to me that the City of Twin Falls executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

**EXHIBIT A**  
**Legal Description of Easement Premises**

Land Description  
For  
Chobani Pre-Treatment Facility

A parcel of land located in a portion of Lots 1, 2, and 3 of Block 1, "Magic Valley Business Park Subdivision No.1" recorded as Instrument No. 2004-002401 in the records of Twin Falls County, Idaho; being more particularly described as follows:

Commencing at the Southwest corner of Lot 1, Block 1, of said subdivision and being the REAL POINT OF BEGINNING. Thence North 00°03'47" West 53.00 feet along the West boundary of said Lot 1 to the REAL POINT OF BEGINNING.

Thence continuing North 00°03'47" West 305.53 feet along the boundary of said Lot 1.

Thence along a curve Right:

Δ - 90°13'10"

R - 30.00'

A - 47.24'

C - 42.51'

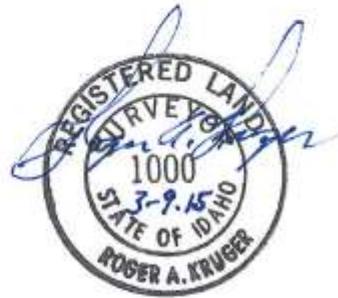
LCB - North 45°02'48" East along the boundary of said Lot 1.

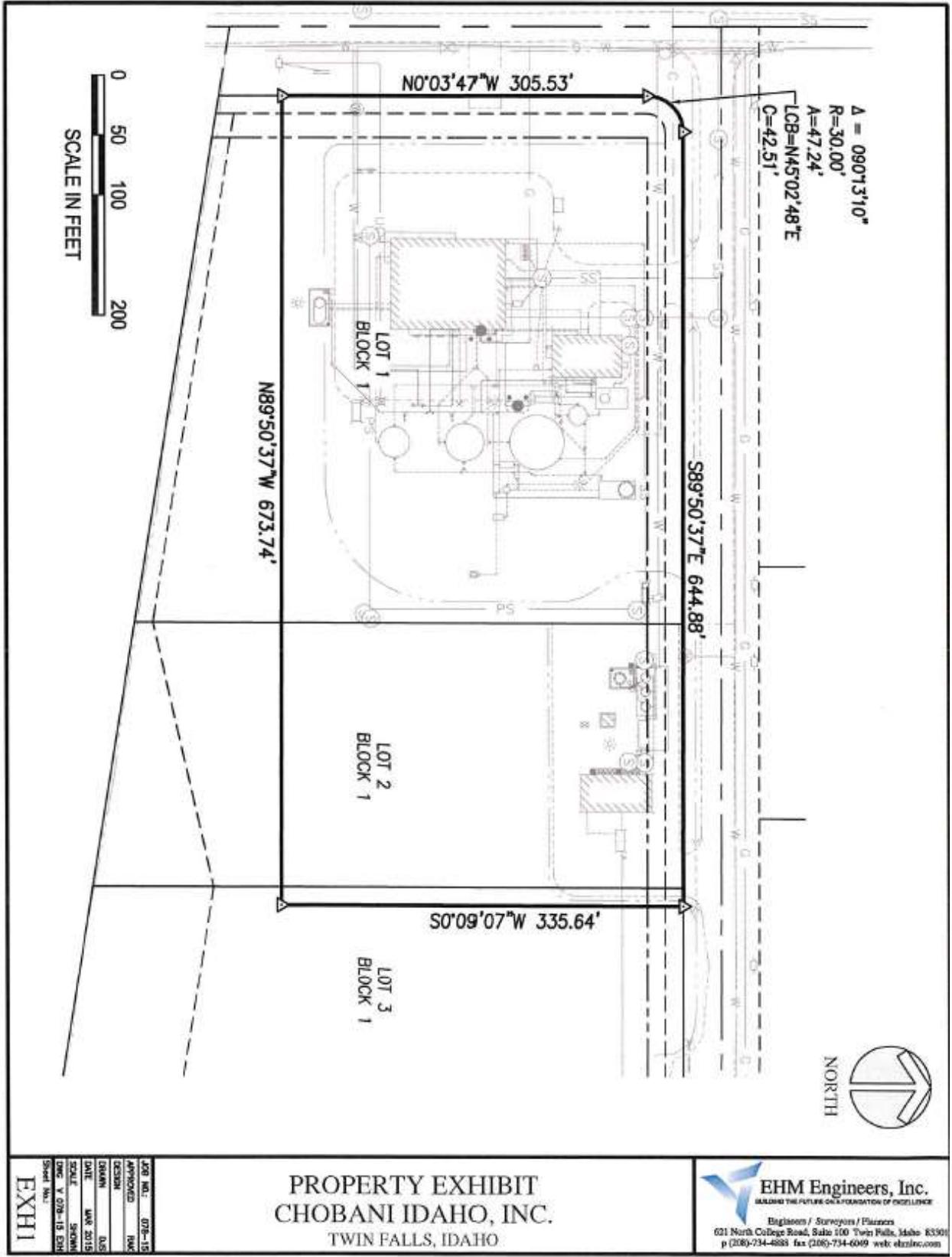
Thence South 89°50'37" East 644.88 feet along the North boundary of Lots 1, 2 and 3 of Block 1 of said subdivision.

Thence South 00°09'07" West 335.64 feet.

Thence North 89°50'37" West 673.74 feet to the REAL POINT OF BEGINNING.

Containing approximately 5.19 acres.







**Date:** October 12, 2015

**To:** Urban Renewal Agency of the City of Twin Falls

**From:** Jesse Schuerman, URA Staff Engineer

---

**Request:**

Consideration of a request to approve a purchase of a hot tap machine for water service and fire service line taps from PipeMan Products for \$7,845.82.

**Background:**

During our Utility Design work for our Downtown Utilities, within the alleyways, City Staff and JUB Engineers identified a problem. The existing and future waterline is located within 5 feet of many of the rear building foundations. The City, which is required to do all waterline hot taps, has a machine which needs at least 7 feet of clearance to tap the services. If we required JUB Engineering to design a 7 foot separation, large added construction costs would result due to utility separation requirements and other costs to move public utilities.

The reason why this is a more immediate issue is because of our fire line work at the Rogerson building and 147 Main Ave. East. The service being moved out of Rogerson (for demolition), to its new location at 147 Main, would require nearly \$3K in change orders to reroute the fire service to get the required 7 foot separation. This hot tap machine would eliminate the cost of the Change Order. This separation must occur before demolition of the Rogerson can begin.

Considering the City will have to do all future service and fire service taps on our new water main it makes sense to buy it for the City and the future growth in these downtown areas. As the Downtown Businesses change and grow, required water and fire line service standards will need to be followed. Our City will be more capable to accommodate future growth and change within our downtown area.

Representatives from JUB Engineering, City Staff, the Fire Department, and the City Water Department have reviewed the attached specifications of the TM-1 Pro-16 Hot Tap Machine, and determined that it will meet our future needs.

The City will take ownership of the machine considering the Water Department is required to do all hot taps.

**Approval Process:**

Approval by a majority of the Board would authorize staff to purchase the TM-1 Pro 16 Hot Tap Machine and needed accessories.

**Budget Impact:**

A Cost of \$7,845.82 for the Machine and shipping.

**Conclusion:**

Staff recommends TFURA purchase the TM-1 Pro 16 Hot Tap Machine for the City to use and take ownership of on future service taps to save costs on the Utility Design work and eliminate the need for a change order on the Rogerson fire-line relocation.

**Attachments:**

1. TM-1 Pro 16 Quote

