



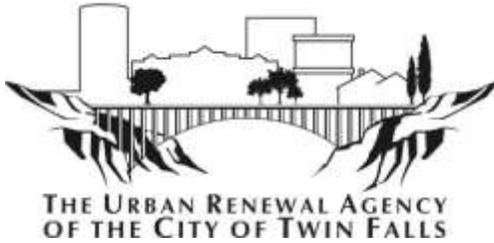
AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, September 12, 2016 at 12:00 pm.

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 August 8th regular meeting, August 17th special meeting and August 30th special meeting.
 - b. Review and approval of the September 2016 financial report.
 3. Consideration of a request to amend the FY 2015-2016 budget (see staff report) – Brent Hyatt
 4. Presentation of an art piece by the Downtown Arts Subcommittee – Curtis Eaton.
 5. Consideration of a request to authorize title transfer of 135 5th Avenue South to GemStone Climbing Center contingent upon approval of documentation required by Agreement contingencies (see staff report) – Phil Kushlan.
 6. Consideration of a request to allocate \$28,000 to make improvements to the Goold Parking Lot for downtown parking purposes (see staff report)– Jesse Schuerman.
 7. Main Avenue Project Update by Owner Representative (see monthly report) – Paul Johnson, CH2M.
 8. Consideration of a request to negotiate a Construction Manager/General Contractor (CM/GC) Agreement for the Main Avenue Project with a qualified firm as selected by the Board (see recommendation) - Paul Johnson, CH2M.
 9. Alleyway Utilities Progress Update – Ivan McCracken, JUB.
 10. Consideration of a request to approve an agreement between the Urban Renewal Agency of Twin Falls, Idaho and Kushlan | Associates for on-call consulting services (see staff report) - Nathan Murray.
 11. Consideration of a request to approve an agreement between the Urban Renewal Agency of Twin Falls, Idaho and Elam and Burke for legal services (see staff report) – Phil Kushlan.
 12. Public input and/or items from the Urban Renewal Agency Board or staff.
 - a. The October meeting will be held as originally scheduled on Monday, October 10th at noon.
 13. Adjourn. Next regular meeting: **Monday, October 10, 2016 @ 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.***



DRAFT

MEETING MINUTES

August 8, 2016

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 Chairman
Dexter Ball	URA Vice Chairman
Perri Gardner	URA Member
Bob Richards	URA Member
Brad Wills	URA Member

Absent: Neil Christensen

Gary Garnand

Also present:

Phil Kushlan	Interim Urban Renewal Executive Director
Jesse Schuerman	Urban Renewal Engineer
Lorrie Bauer	City Administrative Assistant
Brent Hyatt	City Assistant Finance Officer
Travis Rothweiler	City Manager
Fritz Wonderlich	City Attorney
Renee Carraway Johnson	City Zoning & Development Manager
Mandi Roberts	Otak, Inc.
Gary Haderlie	JUB Engineers
Leon Smith	Downtown Arts Subcommittee Chair
Chris Talkington	Twin Falls Resident

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 July 11, 2016 regular meeting and b) Review and approval of the August 2016 financial report.

Bob Richards motioned to accept the consent agenda as submitted and Perri Gardner seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 3 - Consideration of a request to adopt a preliminary budget amount of \$17,909,114 and set a public hearing date in August for a special meeting to take public input – Brent Hyatt.

Brent Hyatt presented the proposed preliminary budget as developed by the budget committee. After discussion, the Board adopted the preliminary budget and scheduled a Special Meeting for August 30th to hold a public hearing and consider adoption of the final budget. Bob Richards motioned to adopt the preliminary budget in the amount of \$17,909,114 and Dexter Ball seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 4 – Downtown Art Subcommittee Update – Leon Smith.

Mr. Smith recalled the mission of the subcommittee and shared that the committee has been researching ideas for the use of the reserved \$100,000 for public art in the downtown area. In the

beginning, the Main Avenue project was going to be completed in approximately four phases of construction and the downtown merchants were concerned. To help the merchants, the public art was initially going to be used as a tool for directional purposes, advertising, etc. With the help of Mandi Thompson, and the City, a grant was applied for, but not received. Over the past few months, the construction schedule has changed, new ideas are being researched, and other grants are being pursued. Leon shared the current art ideas being researched:

- 1) A life size bronze statue of John Hayes: John Hayes was the surveyor that laid out the tract and pounded the first stake in Shoshone & Main. Curtis Eaton is working on this project and has done a lot of planning and soliciting. He asked if we could contribute funds to this project.
- 2) Wall Mural: After the newly exposed wall in the commons area has been refinished, murals or some other kind of artwork could be housed in each panel area. The subcommittee is researching a digital reproduction of artwork to be housed in the first panel space, nearest to Main Avenue. The preliminary estimate of the mural area is \$20,000 - \$30,000.
- 3) Utility Box Wraps: Similar to Ketchum, artists would create the vision for the wrap and then maybe contract with the artist to develop, apply, etc. Costs yet unknown.
- 4) Idea in progress: Trying to develop student/art initiatives. Something to get the public involved, local artists, and local students.

It was assured, by the board, that the \$100,000 has been reserved for this project and confirmed that the subcommittee was on the right track to fulfilling its mission. The subcommittee will continue to research these ideas and bring before the Board at a later date specific information for approval and fund allocation.

Agenda Item 5 - Main Avenue Project Updates:

- a. Progress Report by Owner Representative – Phil Kushlan for CH2M
CH2M provided a monthly progress update that was included in the board packet and Phil gave a summary. The 90% drawing of the 5-block project have been received except for the aspects for electrical and utilities of Main Avenue which will be received shortly. An updated cost estimate is expected very soon. Five proposals were received from the CM-GC solicitation and a recommendation will be presented to the Board at the September meeting. Phil handed the board updated sketches of the project area and reported the project is on schedule with a completion date of October 2017. Chairman Brizee advised Mandi Roberts, Otak, to include direction labeling with “2nd Avenue” on the drawings (ex. 2nd Avenue N). There was discussion regarding project boundaries, continuity between URA and City projects, and timelines. Concern was noted about the badly decayed sidewalks on Hansen Street, and other areas, and the necessity of repair by the property owners.
- b. Alleyway Utilities Progress Report – Gary Haderlie, JUB
Gary reported two types of projects currently active were the dry/mostly private utilities project and the wet/water utilities project. The private utilities (dry) project (two alleys from Shoshone to Idaho) has bid and due to the nature of the project, all bids came back over the estimate and were not acceptable. Communication is now ongoing to figure out how to reduce the cost and risk to the few contractors that are allowed to do this type of work. Scheduling is an issue and further communication is needed. There was discussion regarding needed lighting. Chris Talkington, citizen of Twin Falls, commented constructive critiquing in that with his past experience with similar projects, with no specific schedule for the contractor, the utility upgrade project will probably cause a delay for the rest of the Main Avenue projects. Gary explained that when penalties are included with schedules, it causes a higher cost from contractors. Further discussions will be necessary.

Agenda Item 6 – Executive Director Report – Phil Kushlan.

Phil supplied the Board with a paper copy of his report. In regard to downtown housing, Phil shared he remains in contact with people interested in developing and helping them get in contact with property owners. He made the Board aware that Chobani is interested in conversations regarding funding in the near future. A meeting with C3 representatives is scheduled to discuss the facility and various issues surrounding the property. An appraiser has been retained to complete an appraisal on the building so we know its value in the current marketplace.

Agenda Item 7 – Consideration of a request to authorize a partial release of escrow funds for the Goold property – Phil Kushlan.

Phil explained that, per the purchase agreement for the 2nd Avenue North property (Goold), the funds have been paid into escrow and will be released upon completion of the site clearance. He then stated the Seller has requested a partial early release of the escrow funds. He informed the Board that the Agency is under no obligation to release funds early, but it may if chosen to do so. The current agreement states the clearing of the property is to be completed by the end of August so closing can take place. After discussion, Brad Wills motioned to advance \$150,000 as a good will effort to the Seller. Hearing no second, no action was taken on the motion.

Agenda Item 8 - Public input and/or items from the Urban Renewal Agency Board or staff.

Phil Kushlan, due to the absence of Travis Rothweiler as scheduled on the agenda, shared the understanding that an offer had been extended and accepted by Nathan Murray for the City of Twin Falls Economic Development Director beginning August 15th. The structure, following the remaining six weeks of Phil's tenure, will be that Nathan will assume the role of the Urban Renewal Administrator.

Agenda Item 9 – Adjournment: Executive Session 74-206(1)(c) To acquire an interest in real property which is not owned by the public agency.

Chairman Brizee adjourned the meeting to Executive Session 74-206(1)(c). Roll call vote showed that all board members present voted in favor of adjourning. Chairman Brizee announced they would not be returning to open session.

Agenda Item 10 – Adjourn.

The meeting adjourned at 1:30 pm.

Next regular meeting: Monday, September 12, 2016 @ 12:00 pm.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant



DRAFT

MEETING MINUTES

August 17, 2016

The Urban Renewal Agency held a special meeting at 10:00 a.m. this date in the Twin Falls City Council Chambers located at 305 3rd Avenue East, Twin Falls.

Present:

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

Absent: None

Perri Gardner

Also present:

Jesse Schuerman	Urban Renewal Engineer
Lorrie Bauer	City Administrative Assistant
Brent Hyatt	City Assistant Finance Officer
Nathan Murray	City Economic Development Director

Agenda Item 1 - Call meeting to order.

Chairman Brizee called the meeting to order at 10:02 a.m. then introduced and welcomed the new Economic Development Director, Nathan Murray.

Agenda Item 2 - Consider the purchase of gravel for temporary improvement of the parking lot located at 229 2nd Avenue N (see staff report) – Jesse Schuerman.

Chairman Brizee explained the demolition is almost complete and the contractor's final process of the project site, currently known as the Goold parking lot, is to complete the fill. He shared that in creating a parking lot, it must be topped with eight inches of gravel, prior to adding asphalt. Instead of the contractor using dirt, and the URA paying to have the top eight inches removed and filled with the required gravel after purchase is complete, the Agency could purchase the gravel now and contract with the current contractor working on the project for Goold to complete the fill with the gravel. Due to the cost, approximately \$23,900, this process would not need to go out for bids. The price of the gravel was compared to recent City projects and determined by Engineering to be a competitive price.

After property transaction is complete, further discussion will be needed to decide on the surfacing and striping of the lot. Jesse Schuerman added that a gravel base is required below any asphalt surface. Bob Richards moved to enter into a contract to gravel the lot now, at the current given price, rather than at a later date and Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Agenda Item 3 - Adjourn.

The meeting adjourned at 10:13 a.m. Next regular meeting: Monday, September 12, 2016 @ 12:00 pm.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant



DRAFT

MEETING MINUTES

August 30, 2016

The Urban Renewal Agency held a special 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 Chairman
Dexter Ball	URA Vice Chairman
Perri Gardner	URA Member
Bob Richards	URA Member
Gary Garnand	URA Member
Brad Wills	URA Member

Absent: None

Neil Christensen

Also present:

Phil Kushlan	Interim Urban Renewal Executive Director
Nathan Murray	City Economic Development Director
Lorrie Bauer	City Administrative Assistant
Brent Hyatt	City Assistant Finance Officer
Mitch Humble	Deputy City Manager
Nikki Boyd	City Council
Chris Talkington	City Council

Agenda Item 1 - Call meeting to order.

Chairman Brizee called the meeting to order at 12:03 p.m.

Agenda Item 2 – Public Hearing for FY 2016-17 TFURA budget and consideration of a request to adopt the FY 2016-17 Budget – Brent Hyatt.

Chairman Brizee opened the public hearing. No one came forward to comment. Public hearing was closed. Brad Wills motioned to accept the 2016-17 URA budget as proposed and Gary Garnand seconded the motion. Roll call vote showed that all board members present voted in favor of the motion.

Chairman Brizee noted that he and Phil Kushlan attended the mornings CM/GC interviews. Phil added he anticipates a recommendation for the boards consideration will be presented at the September 12th meeting. The interviewees were McAlvain Construction and Guho Corp., both of Boise.

Agenda Item 3 - Adjourn.

The meeting adjourned at 12:07 p.m. Next regular meeting: Monday, September 12, 2016 @ 12:00 pm.

Respectfully submitted,

Lorrie Bauer
Administrative Assistant

Urban Renewal Agency of the City of Twin Falls, ID
Profit & Loss
August 2016

	Aug 16
Ordinary Income/Expense	
Income	
Line of Credit Adv. - Clif Bar	421,013.84
Investment Income	2,345.19
Property Taxes	8,740.64
Rental Income	37,498.15
	469,597.82
Total Income	469,597.82
Gross Profit	469,597.82
Expense	
RAA 4-1	
Goold Parking Lot	498,560.17
Main Ave.	42,476.63
Rogerson Building	144,818.25
	685,855.05
RAA 4-3 (Chobani)	
Debt Pay. (Chobani) Principal	3,089,985.31
RAA 4-3 (Chobani) - Other	500,000.00
	3,589,985.31
RAA 4-4 (Clif Bar)	421,013.84
Debt Payments - Interest	299.06
Legal Expense	3,000.00
Meeting Expense	114.00
Office Expense	15.00
Professional Fees	13,833.34
Real Estate Exp. - Call Center	2,891.70
Real Estate Exp. - Other	19.07
	4,717,026.37
Total Expense	4,717,026.37
Net Ordinary Income	-4,247,428.55
Net Income	-4,247,428.55

Twin Falls Urban Renewal September Check List - 2016

<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Fund</u>	<u>Memo</u>
3331	08/08/2016	2,230.00	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #162 - Wastewater Facility / #23
3332	08/09/2016	0.00	Void			
3333	08/09/2016	3,089,985.31	Chobani Idaho, LLC	Debt Pay. (Chobani) Principal	Rev Alloc 4-3	Balance of Reimb. Agreement \$7,050,554.13
3334	08/09/2016	500,000.00	City of Twin Falls	RAA 4-3 (Chobani)	Rev Alloc 4-3	Odor Control Reimbursement
3336	08/29/2016	1,066.15	JUB Engineers, Inc.	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #163 - Hankins Water Storage Tank
3337	08/30/2016	144,623.25	Starr Corporation	Rogerson Building	Rev Alloc 4-1	Demolition - App #4 - Rogerson Building
3337	08/30/2016	4,646.45	Starr Corporation	Main Ave.	Rev Alloc 4-1	Demolition - App #4 - Hansen Street
3338	09/06/2016	1,200.00	Keller Associates	RAA 4-4 (Clif Bar)	Rev Alloc 4-4	AC #164 Wastewater Facility / #24
3339	09/07/2016	1,571.21	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	Repair - RTU #14 TSTAT / #1616513
3339	09/07/2016	467.00	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	Repair - RTU #1 Cooling / #1613708
3339	09/07/2016	2,410.71	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	Remove & Replace Compressor / #1612560
3339	09/07/2016	748.00	ACCO Engineered Systems	Real Estate Exp. - Call Center	Rental Fund	HVAC Preventative Maintenance - August / #661740
3340	09/07/2016	34,224.52	CH2M	Main Ave.	Rev Alloc 4-1	Owner's Representataive Services / #381074225
3341	09/07/2016	360.72	City of Twin Falls	Real Estate Exp. - Call Center	Rental Fund	Landscape Water - August
3342	09/07/2016	1,601.00	Commercial Property Maintenance	Real Estate Exp. - Call Center	Rental Fund	Landscape Maintenance - August / #2966
3343	09/07/2016	34.98	Federal Express	Office Expense	General	Payment of excessive property taxes on the LOC (Chobani)
3344	09/07/2016	0.15	Idaho Power	Real Estate Exp. - Other	Rev Alloc 4-1	Power - 122 4th Av S (Park)
3344	09/07/2016	7.69	Idaho Power	Real Estate Exp. - Call Center	Rental Fund	Power - 851 Pole Line Road
3345	09/07/2016	440.00	J & L Sweeping Service, Inc.	Real Estate Exp. - Call Center	Rental Fund	Property Maintenance - August / #26473
3346	09/07/2016	13,405.14	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Main Ave Utilities Project / #102638
3346	09/07/2016	3,151.73	JUB Engineers, Inc.	Main Ave.	Rev Alloc 4-1	2015 Main Ave Utilities Project / #102953
3347	09/07/2016	450.00	K & G Property Management	Real Estate Exp. - Call Center	Rental Fund	Property Management - August / #3616
3348	09/07/2016	13,320.29	Kushlan Associates	Professional Fees	General	Interim Ex. Director / August
3348	09/07/2016	1,506.00	Kushlan Associates	Legal Expense	General	Consultation and Review by Elam & Burke
3349	09/07/2016	28,905.00	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & DT Commons / #71600412
3349	09/07/2016	74,200.34	Otak	Main Ave.	Rev Alloc 4-1	Streetscape & DT Commons / #781600322
3350	09/07/2016	23,900.63	Rocky Mountain Transport and Excav	Downtown Development	Rev Alloc 4-1	229-241 2nd Ave Parking Lot Gravel / #6810
3351	09/07/2016	200.00	Sawtooth Spraying Service	Real Estate Exp. - Other	Rev Alloc 4-1	Downtown Properties Weed Kill / #41062
3351	09/07/2016	75.00	Sawtooth Spraying Service	Real Estate Exp. - Call Center	Rev Alloc 4-1	Fillmore Parking Lot Weed Kill / #41061
3352	09/07/2016	407.08	Times News	Legal Expense	General	2016-17 Budget Publication / #29953
3353	09/07/2016	4,500.00	Western Appraisal	Professional Fees	Rental Fund	Call Center Appraisal & Analysis / #16-07-006

Urban Renewal Agency of the City of Twin Falls, ID
P&L Over (Under) Budget - YTD
 October 2015 through August 2016

	Oct '15 - Aug 16	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
Wash. Fed. LOC	0.00	2,500,000.00	-2,500,000.00	0.0%
Line of Credit Adv. - Clif Bar	6,494,811.95	15,000,000.00	-8,505,188.05	43.3%
Zions Bank Bond Proceeds	13,670,000.00			
Investment Income	18,397.64	8,780.00	9,617.64	209.5%
Property Taxes	8,718,993.83	7,471,290.00	1,247,703.83	116.7%
Rental Income	404,760.02	433,726.00	-28,965.98	93.3%
Total Income	29,306,963.44	25,413,796.00	3,893,167.44	115.3%
Gross Profit	29,306,963.44	25,413,796.00	3,893,167.44	115.3%
Expense				
RAA 4-1				
Goold Parking Lot	502,910.17			
Main Ave.	940,344.86			
Rogerson Building	466,502.05			
RAA 4-1 - Other	0.00	6,964,993.00	-6,964,993.00	0.0%
Total RAA 4-1	1,909,757.08	6,964,993.00	-5,055,235.92	27.4%
RAA 4-3 (Chobani)				
Debt Pay. (Chobani) Interest	1,372,569.76	1,372,570.00	-0.24	100.0%
Debt Pay. (Chobani) Principal	4,269,985.31	1,180,000.00	3,089,985.31	361.9%
RAA 4-3 (Chobani) - Other	4,211,503.00	9,076,000.00	-4,864,497.00	46.4%
Total RAA 4-3 (Chobani)	9,854,058.07	11,628,570.00	-1,774,511.93	84.7%
RAA 4-4 (Clif Bar)	6,494,521.69	15,056,477.00	-8,561,955.31	43.1%
Bond Trustee Fees	3,000.00	3,000.00	0.00	100.0%
Bonding Costs	39,500.00			
Community Relations & Website	150.00	1,700.00	-1,550.00	8.8%
Debt Payments - Interest	1,261,072.81	118,880.00	1,142,192.81	1,060.8%
Debt Payments - Principal	12,962,079.45	1,005,000.00	11,957,079.45	1,289.8%
Dues and Subscriptions	1,150.00	2,650.00	-1,500.00	43.4%
Insurance Expense	2,877.00	5,800.00	-2,923.00	49.6%
Legal Expense	3,021.42	1,000.00	2,021.42	302.1%
Management Fee	114,500.00	229,000.00	-114,500.00	50.0%
Meeting Expense	1,937.93	4,000.00	-2,062.07	48.4%
Miscellaneous	10,023.17	10,500.00	-476.83	95.5%
Office Expense	397.00	500.00	-103.00	79.4%
Prof. Dev.\Training	0.00	2,800.00	-2,800.00	0.0%
Professional Fees	70,289.68			
Property Tax Expense	36,631.40	37,000.00	-368.60	99.0%
Real Estate Exp. - Call Center	33,295.82	133,400.00	-100,104.18	25.0%
Real Estate Exp. - Other	5,420.09	7,200.00	-1,779.91	75.3%
Real Estate Lease	72,000.00	72,000.00	0.00	100.0%
Total Expense	32,875,682.61	35,284,470.00	-2,408,787.39	93.2%
Net Ordinary Income	-3,568,719.17	-9,870,674.00	6,301,954.83	36.2%
Other Income/Expense				
Other Income				
Cash Carryover	0.00	10,123,000.00	-10,123,000.00	0.0%
Transfers In	0.00	305,927.00	-305,927.00	0.0%
Transfers Out	0.00	-305,927.00	305,927.00	0.0%
Total Other Income	0.00	10,123,000.00	-10,123,000.00	0.0%
Net Other Income	0.00	10,123,000.00	-10,123,000.00	0.0%
Net Income	-3,568,719.17	252,326.00	-3,821,045.17	-1,414.3%



Date: September 12, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Brent Hyatt, Assist. Finance Director

Request:

This is a request to amend the URA 2015-2016 budget to consent to repaying \$11,962,759 of the Clif Bar line-of-credit principal; interest on the line-of-credit of \$1,180,583; bond issuance costs of \$39,500; and setting up a bond reserve fund of \$487,158. The source of that funding is a new bond, trusted by Zions Bank, in the amount of \$13,670,000. Also to increase professional fees by \$85,000 to be funded from the fund balance.

Background:

When the current year's budget was approved, refinancing the Clif Bar line of credit and incurring the professional fees to assist in Melinda Anderson's absence were not anticipated. These expenditures have been authorized by the Board, but formally amending the budget to include them will bring the budget into compliance with those previous actions.

Approval Process:

The amended budget has been published in the Times News and the public invited to offer written or oral comments at the meeting on September 12th. Subsequent to any public input, a motion and approval by the Board will authorize the budget to be amended.

Budget Impact:

Authorized expenditures will increase by \$13,755,000.

Conclusion:

The URA/City staff recommend approving the budget amendment as proposed.

Attachments:

None



Date: September 12, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Phil Kushlan, Interim Executive Director

Request:

Consideration of a request to authorize title transfer of 135 5th Avenue South to GemStone Climbing Center contingent upon approval of documentation required by the Agreement – Phil Kushlan.

Background:

The Purchase Sale Agreement was signed on November 9, 2015. The Agreement states the 12,500 sf lot will be developed in conformance with the RFP response, athletic facility, and be occupied by GemStone Climbing Center. The Agreement contained three contingencies which have been met: 1) developer securing adequate financing; 2) completion of a Phase 1 Environmental Assessment; and 3) approval of a Special Use Permit.

The URA, per the Agreement, will make the following improvements at a later date: 1) pave the unfinished section of the alley adjacent to the Site; 2) construct sidewalk, curb and gutter adjacent to the Site along Shoshone Street and along 5th Ave S; and 3) stripe parking spaces on both sides of 5th Avenue South between Shoshone and Hansen Streets to create up to 42 spaces.

Approval Process:

Since the issue was decided in November of 2015, all that remains is the demonstration by GemStone Climbing Center that the contingencies have been satisfied and the acknowledgement by the Board of Commissioners to that effect. Once acknowledged that the information is satisfactory, a motion to approve the release of the title to the property would be in order.

Budget Impact:

Engineer's estimate for the improvements is \$48,000.

Conclusion:

Upon approval of authorization to transfer the title, the developer will be notified and a closing date will be determined.

Attachments:

1. Bank of Idaho letter dated 8-30-2016
2. Phase 1 Environment Assessment Summary
3. Special Use Permit
4. Warranty Deed



bankofidaho.com

August 30, 2016

Don Campbell
Gemstone Climbing Center, LLC
4449 North 1325 East
Buhl, ID 83316

Re: Gemstone Climbing Gym

To Whom It May Concern:

This letter is to inform interested parties that Bank of Idaho has approved a loan for \$1.7 million to purchase equipment and build a climbing gym located at 135 5th Ave. South, Twin Falls, ID. I am in the process of ordering title insurance and upon receipt of a clear title, we will begin the project. Should there be any further questions, please contact the undersigned.

Sincerely,

Todd Howe
VP/Commercial Loan Manager
Direct: 208-236-2952
Email: t.howe@bankofidaho.net



Summary

EHM Engineers, Inc. conducted a Phase I Environmental Site Assessment for the subject property; Figure 1 shows the subject property outlined in red, commonly identified as the empty lot located between Clear Creek Properties and the Depot Grille in Twin Falls, Idaho. The property's physical address is 135 5th Ave. S., Twin Falls, ID 83301.

We have performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM (American Society for Testing & Materials) Practice E 1527-13. Any exceptions to, or limitations from, these practices are described in Section iv of this report. This assessment has revealed the following evidence of recognized environmental conditions in connection with the property and within one mile of the property.

The surrounding facilities were observed from both the interior and exterior and do not appear to pose significant environmental threats to the subject property.

The surrounding properties comprise of:

Northwest (across Shoshone St.): Closeout Sale USA Liquidation Center, Old Twin Falls Hardware building

West: Old grain silos & Depot Grille

Southeast (across parking lot): Office building

Northeast (across alley): Clear Creek Properties office building



Figure 1: Vicinity Map of Subject Property

i. Findings

Table 1: Environmental Search Results

Classification	< ¼ mile	¼-½ miles	½-1 miles	TOTAL
US Toxic Release Inventory	0	1	4	5
US RCRA Generators	2	3	6	11
US ACRES (Brownfields)	1	5	2	8
US Air Facility System	3	2	8	13
ID Underground Storage Tanks	12	32	43	87
ID Leaking Underground Storage Tanks	6	10	16	32

1. There have been 11 Emergency Response Notification System (ERNS) within one (1) mile of the subject property. All of these ERNS were reported from the nearby ConAgra Foods, located at 856 Russet St. approximately 1/2 mile southwest of the subject property. For further details, please refer to Appendix B.
2. Of the 11 RCRA generators only one is a Large Quantity Generator and that is AmeriPride, located at 201 2nd Avenue, W. This facility is 5 city blocks north of the subject property.
3. There is record of thirty-two (32) leaking underground storage tank incidents (LUST) located within 1 mile of the subject property. All of the tanks have been cleared by the DEQ except that of Twin Falls Canal Company, who is still under quarterly monitoring. (Department of Environmental Quality)

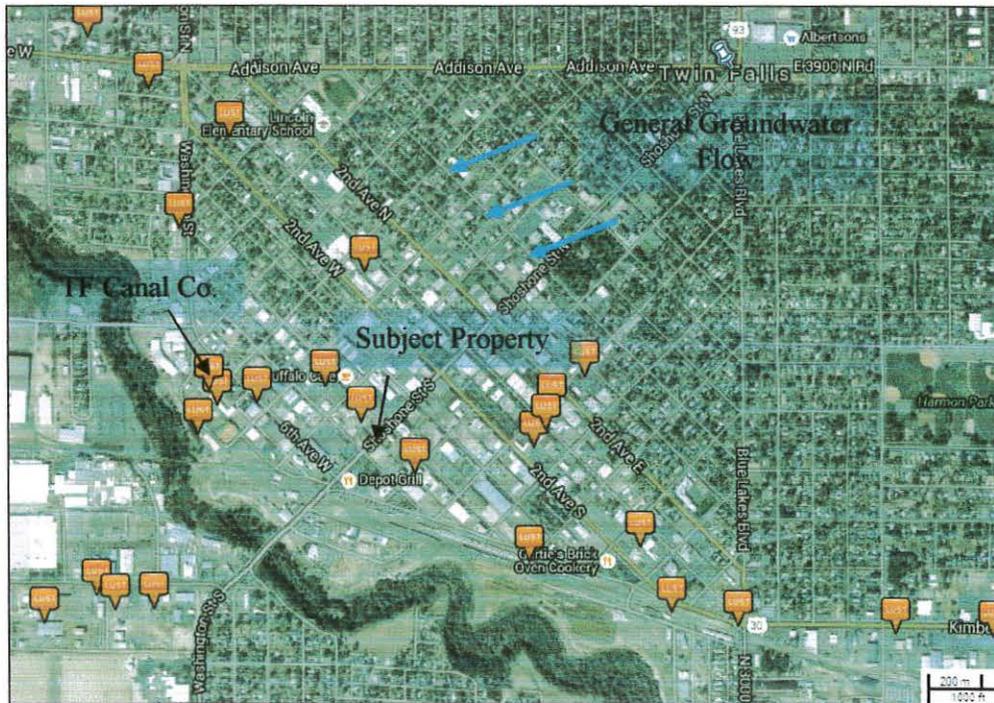


Figure 2: LUST Sites within 1 mile

4. There are no known Historic Recognized Environmental Conditions (HREC), Controlled Recognized Environmental Conditions (CREC) or Recognized Environmental Conditions (REC) on the subject property.
5. The subject property is not known to have been closed due to residual contamination that was managed by an activity and use limitation (AUL).

ii. Opinions

1. The RCRA sites in the vicinity of the subject property are not anticipated to have any significant effects on the subject property.
2. No significant effects on the property from nearby UST/LUSTs are anticipated.
3. There is limited information to determine if there is any current environmental contamination on the subject property.
4. The concrete and asphalt chunks discovered through property owner investigations was deemed to not be an environmental concern.

iii. Conclusions

There is a very minimal possibility of impact to the adjacent subject properties. There was little evidence to suggest environmental concerns at the time of the site inspection in combination with the documented environmental sites. Therefore, we do not suggest soil samples at the subject property at this time.

A level two site assessment is not recommended at this time with the available information.

I. Introduction

Gemstone Development, LLC has retained EHM Engineers, Inc. to conduct a Phase 1 Environmental Site Assessment for the property, to be referred. The assessment was conducted as appropriate inquiry to identify the potential for recognized environmental conditions in connection with previous or existing uses of the subject property. This assessment was conducted according to customary practices for Phase 1 Environmental Site Assessments as defined by ASTM Practice E 1527-2013.

i. Purpose

The purpose of this practice is to permit a user to satisfy one of the requirements to qualify for the innocent landowner, contiguous property owner, or bona fide prospective purchaser limitations on CERCLA (Comprehensive Environmental Response, Compensation and Liability Act) liability (hereinafter, the “landowner liability protections,” or LLP) that is, the practice that constitutes “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined at 42 U.S.C. 9601 (35) (B).

ii. Scope of Phase 1 Environmental Site Assessment

The scope of the work undertaken in the assessment consisted of the following:

1. Records review to identify documented recognized environmental conditions (RECs) in connection with the subject property and neighboring properties.



**CITY OF TWIN FALLS
PLANNING AND ZONING DEPARTMENT**

324 Hansen Street East
P.O. Box 1907
Twin Falls, Idaho 83303-1907

SPECIAL USE PERMIT

Permit No.1388

Granted by the Twin Falls City Planning and Zoning Commission, as presented, on March 22, 2016 to Gemstone Development, LLC c/o Hailey Barnes whose address is 815 Yakima Avenue Filer, ID 83328 for the purpose of constructing and operating an indoor recreation facility to include rock climbing, exercise, dancing & private parties on property located at 135 5th Avenue South and legally described as Twin Falls Townsite Lots 6 thru 14; NW 25' Lot 15; Strip of Land (15' x 125') Between Lots 6 thru 11 Blk 145 (16-10-17 SW) 63-602A RPT0001145006BA

The Commission has attached the following conditions which must be fully implemented to avoid permit revocation (City Code Section 10-13-2.3):

This permit corresponds to Zoning Application No.2771

1. Subject to the site plan amendments as required by Building, Engineering, Fire, and Zoning Officials to ensure compliance with applicable City Code Requirements and Standards.
2. Subject to a detached sidewalk being installed along Shoshone Street South.



CHAIRMAN - TWIN FALLS CITY PLANNING & ZONING COMMISSION

4/12/16

DATE

This permit is for zoning purposes only. Other permits such as sign, building, electrical or plumbing permits, etc. may be required. All facilities must comply with all Building and Fire Code Regulations.

Please contact the Building Department at 735-7238 for further information.

cc: Building Inspection

69103
TitleFact, Inc.
163 Fourth Avenue North
P.O. Box 486
Twin Falls, Idaho 83303

**** SPACE ABOVE FOR RECORDER ****

WARRANTY DEED

FOR VALUE RECEIVED **URBAN RENEWAL AGENCY of the CITY of TWIN FALLS**, hereinafter called the grantor, hereby grants, bargains, sells and conveys unto **GEMSTONE CLIMBING CENTER, LLC, an Idaho Limited Liability Company**, hereinafter called grantee, whose address is: _____, the following described premises, in **Twin Falls County**, Idaho, to-wit:

Lots 6, 7, 8, 9, 10, Block 145, **TWIN FALLS TOWNSITE**, Twin Falls County, Idaho, according to the final and amended plat thereof recorded in Book 1 of Plats, page 7, records of Twin Falls County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee and the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that are free from all encumbrances except as described above and that Grantor will warrant and defend the same from all lawful claims whatsoever.

Dated: September 8, 2016

URBAN RENEWAL AGENCY of the CITY of TWIN FALLS

By: _____
Chairman

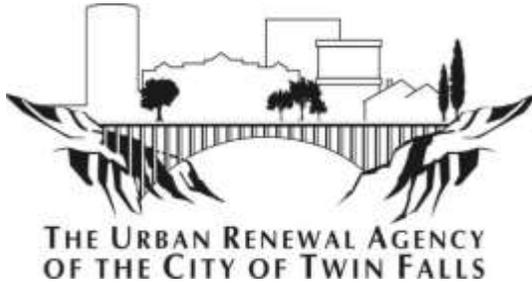
* * * * *

STATE OF IDAHO
County of Twin Falls

On this _____ day of September, 2016 before me, the undersigned, Notary Public in and for said State, personally appeared _____, known or identified to me to be the Chairman of the City of Twin Falls Urban Renewal Agency, and known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same on behalf of the City of Twin Falls Urban Renewal Agency.

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:



Date: September 12, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Jesse Schuerman, URA Staff Engineer

Request:

Consideration of a request to allocate \$28,000 to make improvements to the Goold Parking Lot for downtown parking purposes.

Background:

After building demolition was completed and the base materials were placed, URA acquired the lot at 229-241 2nd Ave. North to improve parking and assist Main Avenue construction operations for the downtown community.

The next step is for Staff to bring the property to City Council for special use and deferment in October. This means we have to get approval from the City to change use of the lot, and for the City to allow and operate a short-term parking lot as we defer other permanent improvements to align with Phase II of the Main Utility work. Those permanent improvements should include concrete curb and gutter, landscaping, irrigation, lighting, and storm water facilities.

If Council agrees to the special use and deferment of permanent improvements, staff will need to work with the City Public Works to process millings for the parking surface and to provide paint markings for the lot. Staff will need to authorize separate small contracts to place the millings and to put a double chip seal on the lot to meet parking lot standards and provide a proper surface for paint. Attached are estimated quotes for this work. Below is a summary of the costs:

Millings (re-grind) processing	\$ 3,616
Millings Hauling and Placement	\$ 5,000
Double Chip seal (\$1.95/SY)	\$ 12,957
Pavement Markings	\$ 4,747
Contingency for unknowns	\$ 1,680
Total	\$ 28,000

Approval Process:

Approval by a majority of the Board.

Budget Impact:

\$28,000

Conclusion:

Staff would begin this process once the Board approves this direction.

Attachments:

Millings Processing Estimate
Milling Placement Estimate
Pavement Markings Estimate
Parking Layout Drawing



PO Box 5076 Twin Falls, ID 83303

Phone: 208-731-0805

The Urban Renewal Agency
 City of Twin Falls
 PO Box 1907
 Twin Falls, ID 83303
 Attention: Jesse

Estimate

Date	Estimate #
8/29/2016	2206

Project:

Qty	Description	Rate	Total
	Load Reclaimed Asphalt at City Lot--Haul to 229-241 2nd Ave North. Place 2 1/2" of Reclaimed asphalt. Grade & Compact.	5,000.00	5,000.00
Total			\$5,000.00

Twin Falls Urban Renewal Agency Main Avenue Redevelopment Project



Site of Former Rogerson Building with Backfill Completed at Future Commons, August 30, 2016

Prepared for:



Monthly Report for Board Meeting
September 12, 2016

Prepared by – Owner's Representative:



Monthly Project Progress Update

Prepared for URA Board Meeting on September 12, 2016

Main Avenue Redevelopment Project

Progress this Period, August 4 – September 7, 2016

CM/GC Selection Process

1. Construction Management/General Contracting (CM/GC) services for the Main Avenue Redevelopment Project.
 - RFQ was posted to City's website on June 30, 2016
 - Pre-Proposal Conference was held on July 21, 2016, with 6 firms attending
 - Proposals from 5 firms were received on July 28, 2016, including:
 - ESI
 - Beniton
 - Guho
 - McAlvain
 - Wright Brothers
 - The URA review team short-listed Guho and McAlvain due to their greater extent of specific experience with streetscape projects compared to the firms who were not short-listed. Notifications went out to the firms on August 15th.
 - Interviews with short-listed firms were held on August 30th.
 - Planned selection of a CM/GC for the project is on September 12th at the URA Board Meeting. Pre-construction phase services will be negotiated with the firm, with construction phase services to follow based on the Guaranteed Maximum Price (GMP) that will be developed.
2. Criteria for selection of a CM/GC is on the basis of qualifications. Criteria:
 - Company Profile
 - Construction Management/General Contracting Approach
 - Previous Similar Experience of the Company
 - Experience of Individuals Proposed for the Project
 - Cost and Schedule Control
 - Sample Project Documentation
 - Project References
3. Interview Committee on August 30th included representatives from Twin Falls URA (Dan Brizee – Board Chair, Phil Kushlan – Interim Executive Director, and Jesse Schuerman – URA Staff Engineer), City (Travis Rothweiler – City Manager), CH2M – Owner's Rep (Paul Johnson and Dan Maffuccio), with final decision made by the URA. Refer to the accompanying staff recommendation concerning selection of a CM/GC for the project.

Review of 90% Design Submittal

4. CH2M reviewed Otak's 90% design submittal of the Main Avenue project, including Hansen St. South. Our comments were prepared by three Civil Engineers from CH2M familiar with roadway design. Our comments were provided to Otak on August 16th. We will have follow-up

comments to the electrical/utility design (by Sept. 12th) that was submitted later by Otak and JUB.

5. Design review comments from the City are forthcoming and will be discussed with Otak on Sept. 19th.

Basement Issues

6. Otak conducted a structural review and field testing to evaluate the condition of the existing basement caps at three locations:
 - a) Wells Fargo Bank (SE Corner of Shoshone and Main)
 - b) Key Bank (NE Corner of Shoshone and Main)
 - c) Crowley Property under Moose Hill and Twin Beans Coffee tenant spaces (South side of Main Ave. just west of Hansen St.)The recommendations from Otak based on cost and technical considerations are as follows:
 - 1) Wall off and fill the basement at the Crowley property as it is not reinforced as heavily as the other basements at the banks appear to be
 - 2) Construct a new aesthetic sidewalk surface layer along Main Ave. for the Wells Fargo and Key Bank sidewalks, leaving the structural basement caps in place underneath, and providing bollards to inhibit heavy vehicles from accidentally or intentionally driving on the sidewalks with basements underneath. Provide necessary waterproofing of these areas between the structural and aesthetic caps, and along the exposed basement walls as construction work is underway.
7. CH2M recommends that the URA and City explore licensing agreements with the property owners establishing the liability of continued basement encroachment under Main Ave. Cost sharing issues also need to be negotiated with property owners for items such as waterproofing, and infill at Mr. Crowley's property. The legal questions will need to involve further legal input, and discussions between the City, URA and property owners. This work can be done in parallel with the technical design completion and it should not affect construction work provided that the agreements can be in place by early 2017.

General

8. CH2M met with or updated Phil Kushlan – Director, generally weekly to discuss progress and specific issues on the Main Avenue project, including updating the overall URA Area 4-1 budget.
9. CH2M outlined the master project schedule dates for CM/GC selection, design completion, and construction. These dates were reviewed by URA, City and Otak. The selected CM/GC will incorporate these key dates into a formal project schedule. The planned construction commencing in early 2017 with completion by late fall of 2017 continues to hold.

Progress in Prior Periods

10. Resolution previously approved regarding Project governance. Specific dollar limits of approval were established at the May 9, 2016 Board Meeting. Director can authorize up to \$5,000 per item, with a cumulative maximum of \$15,000 per month. The newly established TFURA construction subcommittee can authorize from \$5000 up to \$15,000 per item, with a cumulative maximum of \$100,000 per month. Larger items would need to go to the full TFURA Board for consideration. CH2M will summarize scope, cost and schedule issues for the Subcommittee and Board at each meeting. (Note: This is a recap of the TFURA's Board decisions from the May 9 meeting. Please refer to the official notes from that Board meeting.)

11. Held Project Delivery Workshop on May 10th. See separate set of notes: Summary: Concurrence to pursue CM/GC for Main Ave. and basement work. Discussed project delivery options and possible ways to streamline construction and minimize disturbance to merchants.
12. Held meeting with TFURA Construction Subcommittee on May 31st. See separate set of notes. Summary: Discussed path forward for basement capping or closure issues. Agreed to pursue RFQ for CM-GC selection for Main Ave. work. Approved several items for surveying completion regarding storm drainage; fire looping; minor expansion to Commons restroom; Title research concerning ownership of basement extensions; incorporation of Commons and Hansen St. North into the current CM-GC scope of work for City Hall; MOU to be drafted defining TFURA funding for Commons and Hansen North, and design team's services during construction.

Forecast Services, September - October 2016

13. See items 1-3 above for ongoing progress in selection of a CM/GC for the project.
14. CH2M will have follow-up comments to the electrical/utility design (by Sept. 12th) that was submitted later by Otak and JUB.
15. A design review meeting will be held in Twin Falls on Sept. 19th to review and discuss with Otak all comments to the 90% design from URA, City, CH2M.
16. CH2M will incorporate the findings from the prior meetings and Project Delivery Workshop from May 10, and the June approval to move forward with CM/GC for project delivery, into a summary within the Project Execution Plan.
17. CM/GC "Front End" contract and general conditions format review is ongoing and being coordinated with the legal representative of TFURA
18. Coordination with TFURA, City, property owners with input from Otak regarding basement capping or closure (ongoing)
19. Completion of Master Project Schedule
20. Completion of the Cost Control Report and Cash Flow model

Task 1C – Reporting and Services During Design Completion

This task will be ongoing by CH2M through the fall of 2016 and will generally include the following:

- Facilitate Meetings (including preparing agenda and minutes)
- Identify and track Issues that potentially impact project costs and schedule
- Facilitate Coordination among Stakeholders
- Facilitate Approvals by Owner(s) (URA and City)
- Update Budget Summary Cost Status Report and Master Schedule
- Project Progress Report

Safety

- No safety issues to report.
- CH2M has completed our internal Health and Safety Plan for the project.

Budget

Main Avenue Project

- The Main Avenue Project estimate is currently from \$6 to \$6.5 million for redevelopment of the 5 downtown blocks of Main Avenue, including Hansen St. South. (This estimate does not include redevelopment of Hansen St. North nor the Commons area.) This Main Avenue estimate is just within TFURA’s preliminary budget for this work. There is an appropriate contingency for reasonable scope adjustments through design completion included within the value shown. A separate contingency for changes during construction is proposed, as well as allowances for indirect project costs. The more definitive cost control report is being shared with the Director and can be discussed in more detail with Board members upon request, but due to the potential sensitivity of some of the budget information such a report is typically not included in detail within CH2M’s monthly reports.
- The Cost Control Report being developed with the TFURA Director designates a recommended percentage of contingency through final design and for possible changes during construction.
- Items discussed with the Director in prior periods, with concurrence from the TFURA Construction Subcommittee, are recapped on previous reports.

Permitting and Design

- Otak has submitted the 90% design package and provided the project team with plans and specifications for review in mid-August 2016, with electrical/utility plans that followed in late August. The Cost Estimate at 90% design is also being developed by Otak for the project team’s review.
- Otak has participated in recent site investigations of basement extensions under the Main Ave. sidewalk. Otak’s structural engineer will begin evaluations for closure or capping, with cost and scope evaluations by Otak. TFURA and the City can then decide on a preferred option, possible cost sharing requests with owners for closure or capping, and begin discussions with affected property owners of the larger basements, specifically Wells Fargo, Key Bank, Crowley (for Moose Hill and Coffee Beans establishments).

Schedule and Milestones

The Master Project Schedule for the Main Avenue project has been developed by CH2M, and is consistent with the overall project timeline as directed by the URA with input from the City, as follows:

- RFQ Advertisements for CM/GC Services: June 30, and July 7, 2016
- RFQ Available (City of Twin Falls Website): June 30, 2016
- Pre-Proposal Meeting and Site Tour: July 21, 2016, 1:30 p.m.
- Final Date for Receipt of Questions from Proposers: July 22, 2016
- RFQ Responses from CM/GC’s Due: July 28, 2016, 3:00 p.m.
- 90% Design Submittal by Otak: July 29, 2016
- URA Evaluation, Short-Listing of CM/GC’s: July 28 – August 12, 2016
- Short-List and Interview Notification: August 15, 2016
- Firms’ Criteria Responses and Interview Prep: August 15 – August 28, 2016
- Interviews with Short-Listed CM/GC Firms: August 29 – August 30, 2016
- URA Evaluation and Final Ranking of CM/GC’s: August 30 – August 31, 2016

- City Review Comments to 90% Design: August 26, 2016
- Notification of Selection of CM/GC: August 31 to September 6, 2016
- Contract Negotiations with Selected CM/GC Firm: September 6 – September 16, 2016
- CM/GC Contract Signed for Pre-Con Services: September 16, 2016
- 100% Design Completion by Otak: September 16, 2016
- CM/GC Contract Signed for Construction Services: To follow in the fall of 2016
- Construction Start: Late winter (Feb. or March) 2017
- Construction Substantially Complete: October 31, 2017
- Final Construction Completion: November 22, 2017 (for any final touch-up items not affecting use of the project)

The major phases of work are currently planned as follows.

Design Phase

90% Design Completion by Otak: Mid-to-late August 2016.

90% Design Review of all Comments from URA, CH2M, City: September 19, 2016

Otak Coordination with ITD for work on Seconds and Shoshone: Ongoing in September 2016 with review and approval anticipated from ITD in October 2016

100% Design Submittal: October 10, 2016

Review Period for URA, City, CH2M, CM/GC: October 10-24, 2016

Comments Back from Reviewers: October 24, 2016

Main Avenue—All Five Blocks Finalized for Bidding: Mid-November 2016

Bid and Award Phase

The Bid and Award phase is planned for late fall/winter of 2016. This will allow the construction contract to be signed so that construction work can begin in winter to early spring of 2017.

Construction Phase

Recent discussions with TFURA suggest that sufficient funding will be available to complete the project (5 blocks of Main Avenue Reconstruction) in one phase, versus multiple phases. The construction phase is therefore planned from late winter of 2017 into the fall of 2017 – approximately 9 to 10 months.

CH2M is currently discussing the idea of schedule incentives for the contractor to complete the project sooner, and other means of minimizing disruptions to downtown businesses. These and other topics were addressed in the Project Delivery Workshop held on May 10th.

Construction Contracting

- This phase is pending.

Construction Progress

Main Avenue Redevelopment: Scheduled for 2017 as discussed above.

Rogerson Building: Demolition including debris removal was completed by Starr in June 2016. Backfill of the site with compacted earth fill was completed in August 2016.

Hansen Street South: This demolition work has been completed by Starr. The fountain was demolished in April 2016. The former pedestrian area has been converted into a compacted gravel lane providing construction access to the City Hall project (across Main Ave.). Asphalt pedestrian paths have been added on both sides of Hansen Street South, and are separated by chain link fencing for protection of the public from construction vehicles. It is planned that Hansen St. South's reconstruction will be part of the Main Ave. work and it will provide access to the Main Ave. work during construction.

Hansen Street North: This area is currently barricaded by Starr, and was recently used as an access and staging area for demolition of the Rogerson building (site of the new Commons plaza). This lane will be used for access for renovation of the Banner Building for the new City Hall.

CH2M discussed the limits of the Commons Plaza and City Hall renovation in the May 10th Project Delivery workshop to determine what elements of the streetscapes work should remain as part of the City Hall work and which should be part of the Main Avenue work, with regard to project oversight by a CM/GC or Owner's Representative. It is agreed by the City and TFURA that the Commons plaza, Hansen St. North, and sidewalks in front of City Hall will be incorporated by contract amendment into Starr's CM-GC contract. This work will be funded by TFURA. The City prepared an Inter-Agency Agreement that was signed by the City and TFURA in June 2016. The agreement outlines the terms of this plan.

Owner Furnished Materials and Equipment

The topic of potential advance purchasing of brick for the project is being discussed, versus leaving the brick as part of the forthcoming contractor's work to procure. Now that we have pursued a CM-GC for the Main Ave. work, we will seek the CM-GC's advice on advance purchase of the brick once the CM-GC is on board by this fall of 2016.

There will likely be a need for special sidewalk cleaning equipment and snow removal equipment that may need to be purchased by TFURA in cooperation with the City, so that bricks won't be damaged during future cleaning and snow removal operations.

Employment and Economic Benefits

The economic benefits to Twin Falls' and Idaho's economies will be estimated and reported once the construction phase of the Main Avenue Redevelopment project is underway. This will be in terms of direct benefits, of the number of immediate jobs created or supported on the construction project. Secondary benefits will include an estimate of the number of jobs supported that are unrelated to the direct construction. We will also include an estimated percentage of the dollar volume of work going to local contractors with the associated dollars remaining in Twin Falls and the state of Idaho.

Request: Consideration of a request to negotiate a Construction Manager/General Contractor (CM/GC) Agreement for the Main Avenue Project with a qualified firm as selected by the Board.

Recommendation of a Construction Manager/General Contractor (CM/GC), for the Main Avenue Redevelopment Project

For Consideration by URA Board, September 12, 2016

Prepared by: CH2M – Owner’s Representative, with Scoring Input from: Dan Brizee – URA Board Chair; Phil Kushlan – Interim Executive Director; Travis Rothweiler – City Manager; Jesse Schuerman – URA Staff Engineer; Dan Maffuccio – Senior Construction Manager, CH2M; Paul Johnson – Owner’s Representative, CH2M

The two short-listed firms who interviewed on August 30, 2016 were McAlvain and Guho. Both are CM/GC’s with significant experience in facilities and streetscape construction.

Written proposals submitted by the firms addressed the following criteria outlined in the URA’s Request for Qualifications:

- Company Profile
- Construction Management/General Contracting Approach
- Previous Similar Experience of the Company
- Experience of Individuals Proposed for the Project
- Cost and Schedule Control
- Sample Project Documentation
- Project References

Prior to the interview, the review team had scored these two firms as follows, based on their written proposals:

- McAlvain with an overall average score of 91.25 out of 100 points.
- Guho with an overall average score of 89.5 out of 100 points.

Going into the interviews the firms were considered by the review team to be essentially equal. The final recommendation/selection would be based on our feelings about the firms based on the interviews, as well as re-rating of the firms against the relevant criteria.

The scoring criteria in the interviews was as follows:

- Company Profile
- Construction Management/General Contracting Approach
- Previous Similar Experience of the Company
- Experience of Individuals Proposed for the Project
- Project Controls (Cost and Schedule) – brief overview

We introduced “Impression Points” based on the interviews, to consider the following:

- Preliminary Idea re: URA’s Budget for the Main Ave. Project, (\$6.0 to \$6.5 million per RFQ)
- Preferred Form of CM/GC Contract Agreement
- Other topics emphasized by CM/GC

We also resolved to do additional reference checks on these two firms.

The results of the scoring were as follows:

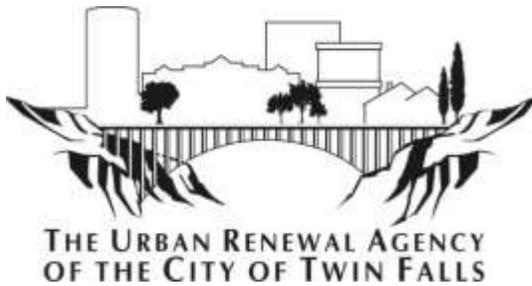
All reviewers felt both firms are fully qualified to undertake this project. However, there were slight differences in overall recommendation of one firm over the other, as follows.

- Dan Brizee: Favors Guho based on impression of staff commitment to this project
- Phil Kushlan: Slight edge favoring Guho given prior experience with both firms, both having done well on CCDC projects, but slight edge to Guho concerning quality of work and commitment to the projects
- Travis Rothweiler: Favors Guho based on impression of staff commitment to this project, and a reference checks for both firms with reviewer giving a slight edge to Guho
- Jesse Schuerman: Favors McAlvain based on demonstrating a pre-construction services plan during the interview, and a reference check of both firms with a slight advantage to McAlvain for handling a similar project well with numerous stakeholders
- Dan Maffuccio: Favors Guho based on similar work experience, and impression of staff commitment to this project
- Paul Johnson: Slight edge to McAlvain based on knowledge of this firm and their professionalism and success in working on similar streetscapes projects

Final score: 4 reviewers favoring Guho, compared to 2 reviewers favoring McAlvain.

Please note that the final decision rests with the URA. Either firm is fully qualified and capable of delivering this project. This is the staff report summarizing the overall impressions of the reviewers, with a collective recommendation from the reviewers in favor of Guho. Notes and score sheets are available to the URA board upon request, but these are the bottom line results from the interviews.

Prepared by: Paul Johnson – Owner’s Representative to the Twin Falls Urban Renewal Agency
September 7, 2016



Date: September 12, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Nathan Murray, Economic Development Director

Request:

Consideration of a request to approve an agreement between the Urban Renewal Agency of Twin Falls, Idaho and Kushlan | Associates for on-call consulting services.

Background:

Through most of 2016 the Twin Falls Urban Renewal Agency has contracted with Phil Kushlan to serve as Interim Executive Director while the City went through the process of recruiting and selecting a new Economic Development Director. That Agreement terminates under its own terms at the close of business on September 30, 2016.

The City has hired Nathan Murray to serve as its Economic Development Director and he has been in place since August 15th. Traditionally that position has served as the Executive Director of the Urban Renewal Agency and we anticipate that to continue as we assess the needs of the two functions going forward.

As you know, Mr. Kushlan has been involved in a variety of initiatives in his role as Interim Executive Director. Some of those initiatives will remain active after September 30 and we have requested Mr. Kushlan to extend his services to the Agency on an on-call basis. The attached agreement will facilitate that arrangement.

To ensure appropriate control over the resources of the Agency, you will see that the "on-call services" will be initiated through a Task Order that defines the work to be accomplished, the expected timeline and anticipated cost. Either the Executive Director or Board Chair must direct any work to be carried out under the agreement.

As has been the case during the past several months, the hourly rate for these services will remain at \$150 per hour.

Approval Process:

Approval by a majority of the Board would authorize URA Chair to sign the Agreement.

Budget Impact:

Resources funding a variety of professional services were appropriated in the FY 2016-2017 budget. While the specific tasks have not been identified as yet for this agreement, it is anticipated that the funding for these services as well as other similar activities will be sufficient to cover these costs.

Conclusion:

Staff recommends the Board approve the Agreement with Kushlan | Associates for on-call consulting services and authorize the Board Chair to execute the document.

Attachments:

On-Call Services Agreement

PROFESSIONAL SERVICES AGREEMENT

On-Call Services

TITLE: On-Call Services

This agreement is entered into on the date listed below between the Urban Renewal Agency of the City of Twin Falls, Idaho hereinafter referred to as "AGENCY" whose address is 103 Main Avenue East, PO Box 1907 (83303), Twin Falls, ID 83301, whose telephone number is (208) 735-7240, and Kushlan | Associates, hereinafter referred to as "CONSULTANT", whose office is Post Office Box 8463, Boise, ID 83707, whose business phone number is (208) 433-9352 and whose fax number is (208) 433-8429.

Section 1. Consultant Services.

CONSULTANT will be available to perform services on behalf of the AGENCY on an "on-call" basis at the direction of the Chairman of the Board or Executive Director of the AGENCY. Such direction shall be provided in the form of a written Task Order, similar to the example shown in Attachment A, detailing the tasks to be accomplished, deliverables expected and anticipated cost and timeline if known.

Section 2. Schedule

CONSULTANT shall be in a position to offer services from October 1, 2016 and shall continue to a time acceptable to the "AGENCY". However, the performance of any Services shall not continue past December 31, 2017 unless an extension of time is approved by the "AGENCY".

Section 3. Compensation.

For its Services, the "AGENCY" agrees to pay CONSULTANT on an hourly basis and for all expenses related to travel, printing, postage and advertising as detailed on Attachment B.

Section 4. Method of Payment; Periodic Payments.

- A. CONSULTANT shall invoice the "AGENCY" no more than once per month.
- B. All invoices shall be paid by "AGENCY" within thirty (30) days of receipt of a proper invoice.
- C. CONSULTANT shall keep time and expense records, other cost records and accounts pertaining to this agreement, available for inspection by "AGENCY" representatives for three (3) years after final payment. Copies shall be made available on request.
- D. If the services rendered do not meet the requirements of the agreement, CONSULTANT will correct or modify the work to comply with the agreement. The "AGENCY" may withhold payment for such work until the work meets the requirements of the agreement.

Section 5. Discrimination and Compliance with Laws

- A. In performing the Services required herein, CONSULTANT agrees not to discriminate against any person in the performance of this agreement because of race, color, religion, sex, national origin, age or non-job related handicap, or because of prior military service or current military status, and shall comply with all applicable federal and state laws and regulations of governmental agencies relating to civil and human rights.

- B. CONSULTANT shall comply with all federal, state and local laws and ordinances applicable to the work to be done under this contract.
- C. Violation of this Section 5 shall be a material breach of this agreement and grounds for cancellation, termination, or suspension of the agreement by the "AGENCY", in whole or in part, and may result in ineligibility for further work for the "AGENCY".

Section 6. Term and Termination of Agreement

- A. This agreement shall be effective upon signing and shall remain in effect until December 31, 2017 unless extended, or until terminated in accordance with paragraph B. of this section.
- B. This agreement may be terminated by either party without cause upon thirty (30) days written notice, in which event all finished or unfinished documents, reports, or other material or work of CONSULTANT pursuant to this agreement shall be submitted to the "AGENCY", and CONSULTANT shall be entitled to just and equitable compensation at the rate set forth in Section 3 for any satisfactory work completed prior to the date of termination.

Section 7. Ownership of Work Product

All data, materials, reports, memoranda, and other documents developed under this agreement shall become the property of the "AGENCY", shall be forwarded to the "AGENCY" at its request and may be used by the "AGENCY" as it sees fit.

Section 8. General Administration and Management

The Executive Director (or Chairman of the Board of Commissioners) of the "AGENCY" shall oversee and approve all services to be performed, coordinate all communications and review and approve all invoices, under this agreement.

Section 9. Hold Harmless

- A. CONSULTANT shall protect, defend, indemnify and save harmless the "AGENCY", its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of CONSULTANT, its officers, employees and agents in performing this agreement.
- B. "AGENCY" shall protect, defend, indemnify and save harmless CONSULTANT, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the "AGENCY", its officers, employees and agents in performing this agreement.

Section 10. Independent Consultant

In all matters pertaining to this Agreement, CONSULTANT shall be acting as an independent CONSULTANT, and will not be deemed an employee or agent of the "AGENCY".

Section 11. Subletting or Assigning Contract

Neither the "AGENCY" nor CONSULTANT shall assign, transfer, or encumber any rights, duties, or interests accruing from this agreement without the express prior consent of the other.

Section 12. Extent of Agreement/Modification

This agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements either written or oral. This agreement may be amended; modified; or added to only by written instrument properly signed by both parties hereto.

IN WITNESS WHEREOF, "CITY" and CONSULTANT have executed this Agreement as of September 8, 2016

**The Urban Renewal Agency of the
City of Twin Falls, Idaho**

By: _____
Principal

By: _____
Chair

Attachment A

Task Order # _____

Date: _____

Project Title: _____

Project Description:

Expected Deliverable:

Anticipated Timeline (If known):

Anticipated Cost:

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

Chairman

Attachment B

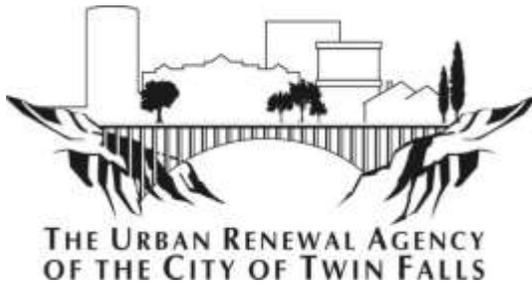
Rates

Phillip Kushlan ----- \$150.00 / hour

Travel Time ----- 50% of hourly rate

Mileage -----per federal reimbursement rate – currently \$0.575 / mile

Other travel ----- Actual cost w/o markup



Date: September 12, 2016

To: Urban Renewal Agency of the City of Twin Falls

From: Phil Kushlan, Interim Executive Director

Request:

Consideration of a request to approve an agreement between the Urban Renewal Agency of Twin Falls, Idaho and Elam and Burke for legal services.

Background:

Throughout the history of the urban renewal program in Twin Falls, legal services have been provided to the Agency as a part of the management agreement between the Agency and the City. In essence, the City Attorney has served as the Agency attorney. The Agency has been well served by the City Attorney over the years.

However, as you know, the Urban Renewal Agency is an independent public body corporate and politic under Idaho law and as officers, our fiduciary obligation is clearly to the Agency. In any situation where the Agency and the City are parties to an agreement the City officials' fiduciary obligation is to the City as a municipal corporation. In those situations, the Agency, in effect, is operating without independent legal counsel and that can compromise your fiduciary obligation to the Agency.

In the recent situation where there was a two-party agreement between the City and the Agency, I was requested to seek such independent counsel to represent our interests. Ryan Armbruster, of the firm of Elam and Burke, in Boise, provided that counsel.

Further, the state legal structure with respect to urban renewal has been in a state of flux over the past several sessions of the legislature and the knowledge of this field of law is becoming more specialized as the state-level tinkering continues.

In concert with Chairman Brizee and the City Manager, Travis Rothweiler, we sought a proposal for legal services from Mr. Armbruster to serve as Agency Counsel. He is generally regarded as the most experienced legal authority on urban renewal issues in Idaho. Mr. Rothweiler has worked with him in Jerome as he has provided legal counsel to the Jerome Urban Renewal Agency for many years. He has served as Counsel to the Capital City Development Corporation in Boise since 1977 as well as urban renewal agencies in Idaho Falls, Ammon, Ketchum, Garden City, Coeur d'Alene and others. Chairman Brizee checked sources in Boise and their recommendation was to turn to Mr. Armbruster for these services.

No formal process is required to retain legal counsel so we requested a proposal for services. You will find that engagement letter attached for your review. Approval of this agreement will allow a formal attorney/client relationship to be established, providing independent legal counsel to the Agency.

During the deliberations for the FY 2016-2017 Budget, an allocation of \$30,000 was included to cover the estimated cost of these services.

While I do not question the level of service provided by the City Attorney, asking that office to represent two separate clients in a transaction is cumbersome at best. As my tenure as your Interim Executive Director comes to a close, I can make no stronger recommendation than your approving this agreement.

Approval Process:

Approval by a majority of the Board would authorize URA Chair to sign the Agreement.

Budget Impact:

Resources funding the legal services are included in the TFURA budget in the amount of \$30,000.

Conclusion:

Staff recommends the Board approve the Agreement with Elam and Burke and authorize the Board Chair to execute the document.

Attachments:

Engagement Letter

RYAN P. ARMBRUSTER

251 East Front Street, Suite 300
Post Office Box 1539
Boise, Idaho 83701
Telephone 208 343-5454
Fax 208 384-5844
E-mail rpa@elamburke.com

July 28, 2016

Chairman Dan Brizee
Twin Falls Urban Renewal Agency
c/o Phil Kushlan

Re: Engagement of Elam & Burke, P.A. as Counsel for the Urban Renewal Agency of the City of Twin Falls

Dear Chairman Brizee:

Thank you for selecting Elam & Burke, P.A. ("Firm") to provide legal services, specifically urban renewal services to the Twin Falls Urban Renewal Agency ("Agency") including, but not necessarily limited to, compliance with applicable statutes and rules, assistance with responding to requests for information under the Idaho public records law, assistance with updating client documents, preparation of statutory notices and agendas, attendance at Agency meetings, and preparing appropriate agreements, opinions, and other documents along with other specific assignments. The purpose of this letter is to confirm the Firm's agreement with the Agency concerning the performance of legal services and the payment of legal fees. We have also found that attendance at Agency meetings is important for providing the best service to the client as it allows for counsel to be advised of issues and/or potential issues as they arise, and helps to create a more efficient working relationship between the Agency and counsel.

Our billing rate will be \$200 for shareholders, \$175 for associates, and \$90 for paralegals. As we would likely need to review and analyze Agency documents through an initial due diligence period, we propose to further reduce the rate for the first 50 hours of billable time to \$150/hour for shareholders and associates and \$75/hour for paralegal services. We will also bill you for office expenses such as postage and printing charges. For travel time, we will bill one-half the applicable billing rate.

Based on our understanding of our engagement, we have provided Interim Executive Director, Phil Kushlan, an estimate for budgeting purposes of \$30,000 for services during FY 2017. Please understand that amount is an estimate only. We will provide you periodic updates through the fiscal year concerning that estimate. Any work assigned prior to October 1, 2016, is outside of that estimate.

We will bill the Agency for all attorney and/or paralegal time expended on the legal work we do for the Agency. This will include, among other things, time spent in appointments, meetings, telephone calls, consulting with others, document review, research, drafting letters and the drafting of other documents required to provide advice and/or assist with the above scope of services and any court appearances as well as travel and waiting time.

Elam and Burke has agreed to waive the retainer. We will charge fees for services at the rates noted above. Our fees are based on the amount of time required at various levels of responsibility, plus costs and expenses. Fees and costs will be billed monthly and are payable upon presentation of our invoices. If fees and costs are not paid within thirty days following the invoice date, we may terminate our engagement but retain the right to collect all amounts due and unpaid by the Agency.

We will bill the Agency on a monthly basis for the services and costs incurred on its behalf. The Agency agrees to pay such bills within thirty days of receiving them. Failure to pay the bill by the ninetieth day after receipt will result in the imposition of a late charge equal to eighteen percent per annum on the unpaid balance. In the event that it becomes necessary for us to undertake collection procedures against the Agency, the Agency will be liable for our expenses and attorney fees incurred in doing so.

We understand the Agency reserves the right to terminate our services at any time or for any reason whatsoever with thirty (30) days' written notice. Subject only to the applicable rules of attorney conduct, termination of the Firm will not eliminate the requirement to pay the Firm for fees and other charges incurred prior to receipt of notice of the termination or for fees and other charges incurred after receipt of notice that were nevertheless reasonably necessary to protect client interests. To the extent permitted by the applicable rules of attorney conduct, Elam & Burke reserves the right to terminate this relationship for reasons, including but not limited to, nonpayment of sums due, failure to cooperate fully and appropriately with you and conflicts of interest with thirty (30) days' written notice.

Please call if you have any questions about anything contained in this letter. If the terms of our engagement are acceptable to you, please sign below and return the letter to us with the retainer amount.

We look forward to working with the Agency

Sincerely,

ELAM & BURKE
A Professional Association

Ryan P. Armbruster

RPA/ksk

APPROVED AND ACCEPTED this _____ day of _____ 2016.

TWIN FALLS URBAN RENEWAL AGENCY

By _____

Dan Brizee, Chair