



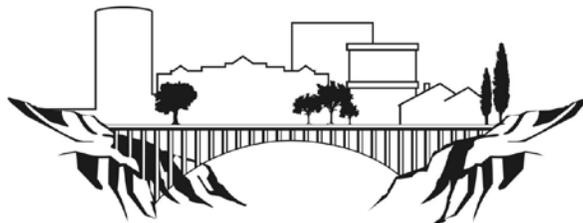
AGENDA
Regular Meeting of the City of Twin Falls
Urban Renewal Agency Board
305 3rd Avenue East, Twin Falls, Idaho
City Council Chambers
Monday, April 9, 2012 at 12:00 pm.

URBAN RENEWAL AGENCY BOARD MEMBERS:

Cindy Bond Tom Frank Gary Garnand Larry Hall Bill Koch Bob Richards Leon Smith
Secretary **Vice-Chair** **Chairman**

1. Call meeting to order.
2. Consent Agenda:
 - a. Review and approval of minutes from Mar. 12, 2012 Urban Renewal Agency regular meeting.
 - b. Review and approval of March 2012 financial report.
3. Consideration of a request to approve a 'consulting' engineering services agreement with Riedesel Engineering. (see staff report)
4. Consideration of a request to approve a lease with Mr. Delivery, Inc for five years at \$3,000 per year for property located at 151 Maxwell St. (see staff report)
5. Public input and/or items from the Urban Renewal Agency Board.
6. Adjourn. Next regular meeting: Monday, May 14, 2012.

****Any person(s) needing special accommodations to participate in the above noticed meeting should contact Trudi Nutile at (208) 735-7313 at least two days before the meeting***



THE URBAN RENEWAL AGENCY
OF THE CITY OF TWIN FALLS

URBAN RENEWAL AGENCY
MEETING MINUTES
March 12, 2012

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. Those present were:

Present:

Gary Garnand	URA Chair
Tom Frank	URA Vice Chair
Cindy Bond	URA Secretary
Bob Richards	URA Member
Bill Koch	URA Member
Larry Hall	URA Member

Absent:

Leon Smith

Also present:

Melinda Anderson	Urban Renewal Executive Director
Mitch Humble	Twin Falls City Community Development Director
Mike Williams	Twin Falls Assistant to the City Manager
Brent Hyatt	Twin Falls City Assistant Finance Director
Renee Carraway	Twin Falls City Zoning and Development Manager
Don Hall	Twin Falls City Council Liaison
Leon Mills	Twin Falls County Commissioner Liaison
Trudi Nutile	City of Twin Falls Economic Development, Admin Asst
Mike Tracy	Tracy Communications/MSVM
Mark Rivers	Brix & Co.

Chair Gary Garnand called the meeting to order at 12:00 p.m.

Agenda Item – Consent Agenda

Tom Frank moved to approve the consent agenda as submitted and Bill Koch seconded the motion. A roll call vote passed unanimously.

Agenda Item – Consideration of a request to approve a demolition bid from Asbestos Abatements, Inc. for \$26,969.00 to demolish the Kruzer's building and other structures and make the site development ready.

Melinda Anderson stated based on the agreement with Glanbia and Uptown Developers, staff mailed Requests for Proposals to 11 contractors for the Kruzer's demolition. A pre-bid meeting was held on March 1 and we received four bids by the deadline of March 7, 2012. The bid amount ranged from \$26,969 to \$64,305 with Asbestos Abatements, Inc. the low bidder.

Bob Richards inquired if the proposals contained different coverage due to the extreme difference in quotes, but the proposals are all the same format without detailed information.

A discussion followed regarding any equipment that may be left in the building and how the disposal of the equipment if the contractor does not want to salvage it.

Bob Richards moved to approve the bid from Asbestos Abatement, Inc. of Boise in the amount of \$26,969.00 and Larry Hall seconded the motion. The motion passed unanimously by voice vote.

Agenda Item – Review 2011 Annual URA report as a companion piece to the FY 2011 audit.

Melinda Anderson presented the 2011 Annual Report to the board via the overhead. The report covers October 1, 2010 through September 30, 2011 and included updates during the past fiscal year. Melinda was waiting for the financial numbers to complete the Summary of Increment Value and will send the updated report out to the board. The report will be posted on the City and Urban Renewal websites.

Agenda Item – Review new video provided by Mike Tracy and MSVM.

Mike Tracy spoke about the promotional video that focuses primarily on C3 and Chobani. The video will also be provided to the board on DVD for marketing use. The video was shown to the board via the overhead. The video can also be used by SIEDO, CSI or any organization to promote business in Twin Falls and is on the City's and URA's websites.

Agenda Item – Update from Mark Rivers

Mark Rivers mentioned that there are several other properties becoming available downtown. Mark stated we need to be assertive in recruiting the correct private sector partners to redevelop or re-tenant the buildings downtown. Mark is planning an "Investment Day" to bring in potential investors from Twin Falls, Boise and Sun Valley with capital that can see the potential of opportunity. Mark plans to hold the event at the end of April and will send notifications out. His plan includes possibly meeting with property owners and walking through available properties bringing sellers and investors together.

Other plans/projects include placing a Glanbia sign on Shoshone Street to build awareness and excitement in the community. Mark would like to begin marketing the parcel in front of the Gem State Paper building as well as begin discussion on physical improvements in the downtown corridor based on conversations and feedback from those tenants.

Additional discussion from the board members revolved around the continuation of the farmers market, which is now managed by a local group, as well as a question about the fountain project. Melinda commented she spoke to a member from the Twin Falls Community Foundation inquiring about assistance from the agency. The agency has budgeted \$25,000 toward the project should construction go forward this year.

Melinda commented she spoke with Kent Taylor of Uptown Developers and they are still working with the architect to finalize the design for the Glanbia development. The various surveys are in the process of being completed.

Agenda Item – Update on 2012 Idaho Legislative season in regards to urban renewal.

Melinda provided an update on the 7-8 bills that have been introduced during the recent session that could impact Urban Renewal. Melinda testified at several hearings and most bills are either still at the House or now in the Senate with the exception of House Bill 560 to abolish urban renewal is held in committee. Other bills addressed requirement of elections versus appointment; the outlaw of eminent domain; the requirement that new RAA plans include exact plan and cost; allow community colleges to retain monies from supplemental levies the same as the school districts; requirement of countywide 2/3 majority vote of any urban renewal indebtedness.

RAI, the statewide urban renewal association has put a lot of time into educating the legislature regarding the negative impact of the proposed bills. RAI also provided a comprehensive list of completed projects from around the state to show the positive impact of URAs.

Agenda Item – Public input and/or items from the Urban Renewal Agency Board

The meeting adjourned at 12:47 p.m.

Next regular scheduled Urban Renewal meeting is Monday, April 9, 2012.

Respectfully submitted,

Urban Renewal Agency of the City of Twin Falls, ID
P & L Budget vs. Actual with Declining Bal.(\$ Over Budget)
October 2011 through March 2012

	<u>Oct '11 - Mar 12</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Capital Lease	115,037.76	230,077.00	-115,039.24	50.0%
Investment Income	10,164.88	7,200.00	2,964.88	141.2%
Other Income	1,054.16			
Property Taxes	1,127,747.21	2,005,000.00	-877,252.79	56.2%
Rental Income	205,135.89	402,560.00	-197,424.11	51.0%
Total Income	<u>1,459,139.90</u>	<u>2,644,837.00</u>	<u>-1,185,697.10</u>	<u>55.2%</u>
Gross Profit	1,459,139.90	2,644,837.00	-1,185,697.10	55.2%
Expense				
RAA 4-1	720,130.25	3,610,186.00	-2,890,055.75	19.9%
RAA 4-2	57,500.00	1,435,000.00	-1,377,500.00	4.0%
RAA 4-3	6,980,871.25			
Bond Trustee Fees	0.00	3,500.00	-3,500.00	0.0%
Community Relations & Website	7,250.00	25,000.00	-17,750.00	29.0%
Debt Payments - Interest	172,296.08	340,972.00	-168,675.92	50.5%
Debt Payments - Principal	123,279.77	650,181.00	-526,901.23	19.0%
Dues and Subscriptions	500.00	900.00	-400.00	55.6%
Insurance Expense	0.00	6,448.00	-6,448.00	0.0%
Legal Expense	0.00	5,000.00	-5,000.00	0.0%
Management Fee	0.00	106,000.00	-106,000.00	0.0%
Meeting Expense	1,121.38	3,500.00	-2,378.62	32.0%
Miscellaneous	0.00	500.00	-500.00	0.0%
Office Expense	84.72	500.00	-415.28	16.9%
Prof. Dev.\Training	50.00	7,500.00	-7,450.00	0.7%
Property Tax Expense - Other	6,934.76	31,850.00	-24,915.24	21.8%
Real Estate Exp. - Call Center	45,723.77	80,000.00	-34,276.23	57.2%
Real Estate Exp. - Other	908.76	10,700.00	-9,791.24	8.5%
Real Estate Lease	68,000.00	68,000.00	0.00	100.0%
Total Expense	<u>8,184,650.74</u>	<u>6,385,737.00</u>	<u>1,798,913.74</u>	<u>128.2%</u>
Net Ordinary Income	-6,725,510.84	-3,740,900.00	-2,984,610.84	179.8%
Other Income/Expense				
Other Income				
Cash Carryover	0.00	3,740,900.00	-3,740,900.00	0.0%
Total Other Income	<u>0.00</u>	<u>3,740,900.00</u>	<u>-3,740,900.00</u>	<u>0.0%</u>
Net Other Income	0.00	3,740,900.00	-3,740,900.00	0.0%
Net Income	<u><u>-6,725,510.84</u></u>	<u><u>0.00</u></u>	<u><u>-6,725,510.84</u></u>	<u><u>100.0%</u></u>

Twin Falls Urban Renewal April, 2012 List of Checks					
<u>Check #</u>	<u>Date</u>	<u>Paid Amount</u>	<u>Name</u>	<u>Account</u>	<u>Memo</u>
2354	3/19/2012	7,822.41	Wells Fargo Bank	Property Taxes	Property tax income - Feb, 2012
2355	3/19/2012	255,442.10	City of Twin Falls	RAA 4-3	Advance Certificate #7
2356	3/21/2012	367,324.56	City of Twin Falls	RAA 4-3	Advance Certificate #8
2357	4/3/2012	2,450.00	EHM Engineers, Inc	RAA 4-1	Glanbia Proj. Boundary & Site Survey & Geotech
2358	4/3/2012	142.90	The Coffee Shop	Meeting Expense	URA monthly meeting - March
2358	4/3/2012	84.94	The Coffee Shop	Meeting Expense	URA monthly meeting - January
2359	4/3/2012	2,671.86	K & G Property Mgmt.	Real Est Exp - Call Ctr	Property Management Call Ctr March, 2012
2360	4/3/2012	5,000.00	Mark Rivers	RAA 4-1	Downtown Dev Services & Mileage March, 2012
2361	4/3/2012	143.78	Idaho Power Company	Real Est Exp - Other	Power 121 4th Ave South
2361	4/3/2012	42.54	Idaho Power Company	Real Est Exp - Other	Power 121 4th Ave South
2361	4/3/2012	7.85	Idaho Power Company	Real Est Exp - Other	Power 242 2nd Ave South
2361	4/3/2012	219.68	Idaho Power Company	Real Est Exp - Call Ctr	Power 851 Poleline Road
2362	4/3/2012	253.50	Lee Enterprises	RAA 4-3	Legal Adv. URA public hearing URA 4-3 plan
2363	4/3/2012	2,174.00	ICRMP	Insurance Expense	Semi Annual property insurance
2364	4/3/2012	139,977.06	City of Twin Falls	RAA 4-3	Advance Certificate #9
100	4/3/2012	321,401.00	City of Twin Falls	RAA 4-3	Chobani Sewer pipe & underground cable
101	4/3/2012	35,640.20	Irminger Construction	RAA 4-1	Payment #9 Waterline Project
102	4/3/2012	15375.01	JUB Engineers	RAA 4-1	Water System Improvements Phase III

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

	Mar 31, 12
ASSETS	
Current Assets	
Checking/Savings	
Cash	
Bond Fund-Cash #5600	11.53
Bond Reserve Cash #5602	699,912.50
General Checking Cash #6350	955,274.03
Revenue Alloc. Cash #5601	1,493,253.35
Total Cash	3,148,451.41
Total Checking/Savings	3,148,451.41
Other Current Assets	
Due from Other Governments	25,223.00
Interest Receivable	
Int. Rec.-Bond Fund	829.15
Int. Rec.-Revenue Allocation	2,140.99
Total Interest Receivable	2,970.14
Property Taxes Receivable	131,596.00
Total Other Current Assets	159,789.14
Total Current Assets	3,308,240.55
Fixed Assets	
Accumulated Depreciation	-101,666.67
Building	3,500,000.00
Equipment	475,000.00
Land	1,350,000.00
Total Fixed Assets	5,223,333.33
Other Assets	
Lease Receivable-Jayco	954,540.13
Note Receivable - Agro Farma	760,000.00
Total Other Assets	1,714,540.13
TOTAL ASSETS	10,246,114.01
LIABILITIES & EQUITY	
Liabilities	
Long Term Liabilities	
BID Grant Oversight	4,717.56
Deferred Rev.-Lease	916,194.20
Deferred Rev.-Property Tax	131,596.00
Notes and Bonds Payable	
Agro Farma, Inc.	7,173,368.88
Total Notes and Bonds Payable	7,173,368.88
Total Long Term Liabilities	8,225,876.64
Total Liabilities	8,225,876.64
Equity	
Fund Balance	
Fund Balance-Bond Fund	700,742.26
Fund Balance-General Fund	161,318.79
Fund Balance-Rental Fund	5,223,333.33
Fund Balance-Revenue Alloc.	2,764,647.06
Total Fund Balance	8,850,041.44
Unrestricted Net Assets	-104,293.23
Net Income	-6,725,510.84
Total Equity	2,020,237.37
TOTAL LIABILITIES & EQUITY	10,246,114.01

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

Type	Date	Num	Name	Memo	Amount	Balance
ASSETS						10,775,192.18
Current Assets						3,837,318.72
Checking/Savings						3,677,529.58
Cash						3,677,529.58
Bond Fund-Cash #5600						5.97
Deposit	3/1/2012			Deposit	5.56	11.53
Total Bond Fund-Cash #5600						5.56
Bond Reserve Cash #5602						699,912.50
Total Bond Reserve Cash #5602						699,912.50
General Checking Cash #6350						93,265.93
Deposit	3/2/2012			Deposit	588,264.88	681,530.81
Check	3/2/2012				-15.00	681,515.81
Deposit	3/5/2012			Deposit	1,333.33	682,849.14
Deposit	3/6/2012			Deposit	258,866.03	941,715.17
Check	3/6/2012				-15.00	941,700.17
Check	3/7/2012	2346	Gary Garnard		-164.65	941,535.52
Check	3/7/2012	2347	City of Twin Falls	Reimb	-50.00	941,485.52
Check	3/7/2012	2348	The Coffee Shop	Invoice 0041	-104.41	941,381.11
Check	3/7/2012	2349	MSVM Group, LLC	Invoice 1502	-1,450.00	939,931.11
Check	3/7/2012	2350	Melinda Anderson	Leg. Travel Reimb	-282.50	939,648.61
Check	3/7/2012	2351	K & G Property Mgmt, LLC	Invoice 3084	-6,532.01	933,116.60
Check	3/7/2012	2352	Mark J. Rivers, Inc	Invoice TF20120213 & TF20120305	-10,175.00	922,941.60
Check	3/7/2012	2353	Idaho Power Company	5958027801-14.28, 6751918901-323....	-392.57	922,549.03
Deposit	3/13/2012			Deposit	255,442.10	1,177,991.13
Check	3/13/2012			Service Charge	-15.00	1,177,976.13
Deposit	3/19/2012			Deposit	7,822.41	1,185,798.54
Check	3/19/2012	2354	Wells Fargo Bank	Property Taxes - Feb	-7,822.41	1,177,976.13
Check	3/19/2012	2355	City of Twin Falls	Advancement Reimb.	-255,442.10	922,534.03
Deposit	3/20/2012			Deposit	32,755.00	955,289.03
Check	3/21/2012	2356	City of Twin Falls	Reimb - Cert #8	-367,321.56	587,967.47
Deposit	3/21/2012			Deposit	367,321.56	955,289.03
Check	3/21/2012				-15.00	955,274.03
Total General Checking Cash #6350						862,008.10
Parking Lot Sinking Cash #3425						0.00
Total Parking Lot Sinking Cash #3425						0.00
Revenue Alloc. Cash #5601						2,884,345.18
Check	3/1/2012	C2	Larry Tucker & Karen Tuck...		-3,663.68	2,880,681.50
Check	3/1/2012	C1	Larry McElliott		-1,449.96	2,879,231.54
Deposit	3/1/2012			Deposit	23.24	2,879,254.78
Check	3/6/2012	Req #97	City of Twin Falls		-965,883.18	1,913,371.60
Check	3/13/2012	Req #98	Irminger Construction, Inc.		-90,735.31	1,822,636.29
Check	3/13/2012	Req #99	JUB Engineers, Inc.	Waterline Project Inv#74595	-15,804.35	1,806,831.94
Check	3/19/2012	Req #100	City of Twin Falls		-321,401.00	1,485,430.94
Deposit	3/22/2012			Deposit	7,822.41	1,493,253.35
Total Revenue Alloc. Cash #5601						-1,391,091.83
Wells Fargo Securities #1251						0.00
Total Wells Fargo Securities #1251						0.00
Cash - Other						0.00
Total Cash - Other						0.00
Total Cash					-529,078.17	3,148,451.41
Total Checking/Savings					-529,078.17	3,148,451.41
Accounts Receivable						0.00
Total Accounts Receivable						0.00
Other Current Assets						159,789.14
Deposits						0.00
Total Deposits						0.00
Due from Other Governments						25,223.00
Total Due from Other Governments						25,223.00
Interest Receivable						2,970.14
Int. Rec.-Bond Fund						829.15
Total Int. Rec.-Bond Fund						829.15
Int. Rec.-Revenue Allocation						2,140.99
Total Int. Rec.-Revenue Allocation						2,140.99

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

Type	Date	Num	Name	Memo	Amount	Balance
Interest Receivable - Other						0.00
Total Interest Receivable - Other						0.00
Total Interest Receivable						2,970.14
Inventory Asset						0.00
Total Inventory Asset						0.00
Prepaid Insurance						0.00
Total Prepaid Insurance						0.00
Property Taxes Receivable						131,596.00
Total Property Taxes Receivable						131,596.00
Total Other Current Assets						159,789.14
Total Current Assets					-529,078.17	3,308,240.55
Fixed Assets						5,223,333.33
Accumulated Depreciation						-101,666.67
Total Accumulated Depreciation						-101,666.67
Building						3,500,000.00
Total Building						3,500,000.00
Equipment						475,000.00
Total Equipment						475,000.00
Land						1,350,000.00
Total Land						1,350,000.00
Total Fixed Assets						5,223,333.33
Other Assets						1,714,540.13
Due from General (4-2)						0.00
Total Due from General (4-2)						0.00
Lease Receivable-Jayco						954,540.13
Total Lease Receivable-Jayco						954,540.13
Note Receivable - Agro Farma						760,000.00
Total Note Receivable - Agro Farma						760,000.00
Property Tax Clearing Account						0.00
Deposit	3/19/2012	0182945	Twin Falls County	Property Taxes February 2012	-7,822.41	-7,822.41
Check	3/19/2012	2354	Wells Fargo Bank	Property Taxes - February, 2012	7,822.41	0.00
Total Property Tax Clearing Account					0.00	0.00
Total Other Assets					0.00	1,714,540.13
TOTAL ASSETS					-529,078.17	10,246,114.01
LIABILITIES & EQUITY						10,775,192.18
Liabilities						6,755,982.07
Current Liabilities						0.00
Accounts Payable						0.00
Accounts Payable						0.00
Total Accounts Payable						0.00
Total Accounts Payable						0.00
Credit Cards						0.00
Total Credit Cards						0.00
Other Current Liabilities						0.00
Accts Pay - Bond Fund						0.00
Total Accts Pay - Bond Fund						0.00
Accts Pay - General						0.00
Total Accts Pay - General						0.00
Accts Pay - Rental Fund						0.00
Total Accts Pay - Rental Fund						0.00
Accts Pay - Rev. Alloc.						0.00
Total Accts Pay - Rev. Alloc.						0.00

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

Type	Date	Num	Name	Memo	Amount	Balance
Payroll Liabilities						0.00
Total Payroll Liabilities						0.00
Prepaid Rent						0.00
Total Prepaid Rent						0.00
Total Other Current Liabilities						0.00
Total Current Liabilities						0.00
Long Term Liabilities						6,755,982.07
BID Grant Oversight						4,717.56
Total BID Grant Oversight						4,717.56
Deferred Rev.-Lease						916,194.20
Total Deferred Rev.-Lease						916,194.20
Deferred Rev.-Lease Principal						0.00
Total Deferred Rev.-Lease Principal						0.00
Deferred Rev.-Property Tax						131,596.00
Total Deferred Rev.-Property Tax						131,596.00
Due to Rev. Alloc. (4-1)						0.00
Total Due to Rev. Alloc. (4-1)						0.00
Notes and Bonds Payable						5,703,474.31
Agro Farma, Inc.						5,703,474.31
Deposit	3/2/2012		Agro Farma Inc	Cash Advanced Cert #5	588,264.88	6,291,739.19
Deposit	3/6/2012		Agro Farma Inc	Cash Advanced - Cert #6	258,866.03	6,550,605.22
Deposit	3/13/2012		Agro Farma Inc	Cash Advanced - Cert #7	255,442.10	6,806,047.32
Deposit	3/21/2012		Agro Farma Inc	Cash Advanced - Cert #8	367,321.56	7,173,368.88
Total Agro Farma, Inc.					1,469,894.57	7,173,368.88
Bond Payable - Rev. Alloc.						0.00
Total Bond Payable - Rev. Alloc.						0.00
Note - D.L. Evans Bank						0.00
Total Note - D.L. Evans Bank						0.00
Note - Dell Building						0.00
Total Note - Dell Building						0.00
Note - McElliott						0.00
Total Note - McElliott						0.00
Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable - Other						0.00
Total Notes and Bonds Payable					1,469,894.57	7,173,368.88
Total Long Term Liabilities					1,469,894.57	8,225,876.64
Total Liabilities					1,469,894.57	8,225,876.64
Equity						4,019,210.11
Fund Balance						8,850,041.44
Fund Balance-Bond Fund						700,742.26
Total Fund Balance-Bond Fund						700,742.26
Fund Balance-General Fund						161,318.79
Total Fund Balance-General Fund						161,318.79
Fund Balance-Rental Fund						5,223,333.33
Total Fund Balance-Rental Fund						5,223,333.33
Fund Balance-Revenue Alloc.						2,764,647.06
Total Fund Balance-Revenue Alloc.						2,764,647.06
Fund Balance-Sinking Fund						0.00
Total Fund Balance-Sinking Fund						0.00
Fund Balance - Other						0.00
Total Fund Balance - Other						0.00
Total Fund Balance						8,850,041.44

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

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>	<u>Balance</u>
Opening Balance Equity						0.00
Total Opening Balance Equity						0.00
Unrestricted Net Assets						-104,293.23
Total Unrestricted Net Assets						-104,293.23
Net Income						-4,726,538.10
Total Net Income					-1,998,972.74	-6,725,510.84
Total Equity					-1,998,972.74	2,020,237.37
TOTAL LIABILITIES & EQUITY					-529,078.17	10,246,114.01

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

Type	Date	Num	Name	Memo	Amount	Balance
Ordinary Income/Expense						
Income						
Capital Lease						
General ...	3/19/2012	AJE #99		Direct Payment by Jayco	19,172.96	19,172.96
Total Capital Lease					19,172.96	19,172.96
Investment Income						
Deposit	3/1/2012		Wells Fargo	Interest on Account	5.56	5.56
Deposit	3/1/2012		Wells Fargo	Interest on Account	23.24	28.80
Total Investment Income					28.80	28.80
Property Taxes						
Deposit	3/22/2012		Twin Falls County Tre...	Monthly Remittance	7,822.41	7,822.41
Total Property Taxes					7,822.41	7,822.41
Rental Income						
Deposit	3/5/2012		US Treasury	VA Rent	1,333.33	1,333.33
Deposit	3/20/2012		C3	Monthly Rent Received	32,755.00	34,088.33
Total Rental Income					34,088.33	34,088.33
Total Income					61,112.50	61,112.50
Gross Profit						
Expense						
RAA 4-1						
Check	3/7/2012	2352	Mark J. Rivers, Inc	Downtown Dev Srv & Mileage Feb, 2012	5,087.50	5,087.50
Check	3/7/2012	2352	Mark J. Rivers, Inc	Downtown Dev Srv & Mileage Jan, 2012	5,087.50	10,175.00
Check	3/13/2012	Req #98	Irminger Construction...	Waterline Project Invoice #8	90,735.31	100,910.31
Check	3/13/2012	Req #99	JUB Engineers, Inc.	Waterline Project Inv#74595	15,804.35	116,714.66
Total RAA 4-1					116,714.66	116,714.66
RAA 4-3						
Check	3/2/2012			Wire Transfer	15.00	15.00
Check	3/6/2012	Req #97	City of Twin Falls	Cert #5 and #6 for Agro Farma	965,883.18	965,898.18
Check	3/6/2012			Wire Transfer	15.00	965,913.18
Check	3/13/2012			Wire Transfer	15.00	965,928.18
Check	3/19/2012	2355	City of Twin Falls	Advancement Reimb - Chobani	255,442.10	1,221,370.28
Check	3/19/2012	Req #100	City of Twin Falls	Construction of Utility Line - Idaho Power	321,401.00	1,542,771.28
Check	3/21/2012	2356	City of Twin Falls	Cert #8 Reimb - Chobani Proj	367,321.56	1,910,092.84
Check	3/21/2012			Wire Transfer	15.00	1,910,107.84
Total RAA 4-3					1,910,107.84	1,910,107.84
Community Relations & Website						
Check	3/7/2012	2349	MSVM Group, LLC	Communication Services	1,450.00	1,450.00
Total Community Relations & Website					1,450.00	1,450.00
Debt Payments - Interest						
Check	3/1/2012	C2	Larry Tucker & Karen...	Monthly Payment	1,313.30	1,313.30
Check	3/1/2012	C1	Larry McElliott		63.65	1,376.95
General ...	3/19/2012	AJE #99		Direct Payment by Jayco	2,624.47	4,001.42
Total Debt Payments - Interest					4,001.42	4,001.42
Debt Payments - Principal						
Check	3/1/2012	C2	Larry Tucker & Karen...	Monthly Payment	2,350.38	2,350.38
Check	3/1/2012	C1	Larry McElliott		1,386.31	3,736.69
General ...	3/19/2012	AJE #99		Direct Payment by Jayco	16,548.49	20,285.18
Total Debt Payments - Principal					20,285.18	20,285.18
Meeting Expense						
Check	3/7/2012	2346	Gary Garnard	Reimb Boise Ed Summit Lodging & Fuel	164.65	164.65
Check	3/7/2012	2348	The Coffee Shop	Monthly meeting lunches	104.41	269.06
Check	3/7/2012	2350	Melinda Anderson	Reimb Legislative Testimony - Boise	135.00	404.06
Check	3/7/2012	2350	Melinda Anderson	Reimb Legislative Testimony Boise	147.50	551.56
Total Meeting Expense					551.56	551.56
Prof. Dev.\Training						
Check	3/7/2012	2347	City of Twin Falls	Gary Garnard Ed Summit Boise	50.00	50.00
Total Prof. Dev.\Training					50.00	50.00
Real Estate Exp. - Call Center						
Check	3/7/2012	2351	K & G Property Mgmt,...	Property Management - Feb 2012	6,532.01	6,532.01
Check	3/7/2012	2353	Idaho Power Company	Acct 7175543970 851 Poleline	234.04	6,766.05
Total Real Estate Exp. - Call Center					6,766.05	6,766.05
Real Estate Exp. - Other						
Check	3/7/2012	2353	Idaho Power Company	Acct 6751918901 121 4th Ave S	7.56	7.56
Check	3/7/2012	2353	Idaho Power Company	Acct 5958027801 242 2nd Ave S	150.97	158.53
Total Real Estate Exp. - Other					158.53	158.53
Total Expense					2,060,085.24	2,060,085.24
Net Ordinary Income					-1,998,972.74	-1,998,972.74
Net Income					-1,998,972.74	-1,998,972.74



Date: April 9, 2012
To: Urban Renewal Agency of the City of Twin Falls
From: Melinda Anderson, URA Executive Director

Request:

Consideration of a request to approve an on-call consulting services agreement with Riedesel Engineering.

Background:

For many years the City's Engineering Department has provided sound advice and consultation to TFURA and staff for TFURA projects, including this fiscal year. As TFURA has increased its capital projects opportunities and the Engineering Department has increased its workload, staff realized that Engineering would not always be able to provide timely assistance for all of TFURA's projects.

Recent examples of how the Engineering Department has assisted TFURA:

- SE Twin waterline project: The City's Engineering staff spent many hours helping staff understand the scope of the project, made suggestions as to possible routes, provided water models, met with the special projects committee several times, and guided TFURA through selecting the design engineer.
- Red's Trading Post demolition: Engineering developed bid specs so TFURA could bid the demolition project, they provided the bid award and notice to proceed documentation, tested the compaction of filling in the basement, and helped close the project.
- Block 133 (St. Luke's) design: Engineering reviewed the project with staff, helped complete the block grant application, worked with staff to evaluate local design engineering proposals, and many other tasks.

It's this type of consulting that TFURA staff needs assistance with when beginning, moving through, and completing various capital projects for TFURA.

With the Glanbia project just getting underway, it will be critical to involve engineering expertise to guide TFURA through the commitments made by TFURA in the Definitive Development Agreement (DDA) TFURA signed in January.

As this is a new concept for TFURA, the engineering firms understand that the agreement may be tweaked or cancelled if this doesn't meet TFURA's needs.

At staff's request, two local engineering firms submitted proposals: Riedesel Engineering and Civil Science. Both firms are well-qualified for this work. Riedesel's proposal has slightly lower rates and has a full set of staff in Twin Falls. Fritz Wonderlich, City Counsel, has reviewed the agreement along with the executive committee.

|

Approval Process:

A majority vote of the Agency board in open meeting.

Budget Impact:

No budget has been set for this service. The expectation is that once Riedesel moves through the early investigation of the potential project, it will submit a time and material budget to give TFURA a better sense of the cost. The attached proposal includes a rate sheet. Staff would approve the budget, alert the TFURA board, and begin the work.

Conclusion:

Staff and the executive committee recommend the board approve this agreement.

Attachments:

1. Riedesel Engineering agreement.



March 29, 2012

Melinda Anderson
Economic Development Director
Twin Falls Urban Renewal Agency
321 Second Ave. E.
P.O. Box 1907
Twin Falls, ID 83303

Re. Submittals for Qualification to Provide Services

Melinda:

Thank you for your time helping us understand the needs of the Twin Falls Urban Renewal Agency and how we may help you in the important work you do for our community. The staff in our Twin Falls Office has the focus and commitment to provide you service when you need it.

I have attached the following documents with this cover:

- A General Services Agreement for 2012
- An example of communication, scoping, and agreement for services based on a hypothetical acquisition of the William Fowler property into the Agency's development district 5-A.

The General Services Agreement is the basic document of conditions enabling the Twin Falls Urban Renewal Agency (URA) and Riedesel Engineering, Inc. to work together. It outlines "on call" services we will provide the Agency and when we feel those services are reimbursable. The Agreement shows how URA and Riedesel will establish reimbursement amounts. In other words, we only bill you for work upon which we have mutually agreed and defined with budget and schedule. Establishment of reimbursable work could be as simple as a discussion of an immediate need, determination of a cost to fulfill that need, and verbal authorization to proceed. It could be a more formal process like that illustrated in the attached example.

The example included with this submittal has a fictitious email and draft example engineering agreement. We provide the example to demonstrate how the Agency and Riedesel might proceed from general conversation about an issue to a reimbursable project. The process or "Scope of Services" that formalizes reimbursable work has these 5 steps:

1. Assess the work needs. Everything starts with an idea or concept and we work as requested by URA through phone calls, meetings, etc. to discuss elements of the project. At some point, the discussion clarifies the project enough so that is either abandoned or proceeds to more research and refinement – an assessment of what needs to be done to proceed with the concept. The fictitious email shows the progress from discussion to the establishment of the needs – a Phase 1 Environmental Site Assessment and American Land Title Association (A.L.T.A.) survey.

PAGE 1 OF 2

Z:\PROPOSAL\MUNICIPAL TWIN FALLS URBAN RENEWAL AGENCY - MELINDA 3-27-12\MANDERSON WORK PROPOSAL SUBMITTAL.DOCX

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

PO Box 782
Meridian, ID 83680
208/898-9165
Fax 208/734-2748

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

800 N Eastmont
Wenatchee, WA 98802
509/888-0393
Fax 509/888-0541

2. Define the Riedesel Staff to do the work. Based on the assessed needs, Riedesel proceeds to define the staff to do the work. In this example, we show the staff in the draft agreement mentioned in the fictitious email. In this example we will use a sub-consultant working under our direction to provide service the Phase 1 Environmental Site Assessment (P1ESA), and Riedesel staff for the A.L.T.A. survey, recording, and administration.
3. Determine a budget and schedule. The draft agreement establishes the work, the budget to do the work, and the time frame in which the work is to be completed. In this example the budget is set at \$2,500 for the P1ESA, \$3,500 for the A.L.T.A. survey, and \$200 for materials. The last page of the draft example shows the project steps, deliverables, and schedule.
4. Provide feedback to you on progress. We understand that there is rarely too much communication during a project, so we work hard to keep you informed on all issues, especially the project schedule. Project schedule is a significant issue for the URA as you work with businesses looking to locate in our City. We only bring value to the URA if we help you succeed in your work. Feedback is the tool to keep us focused and the URA moving ahead.
5. Adjust as you need us to adjust, based on project feedback. The "Chobani Experience" is a lesson in flexibility and the ability to adjust on short notice. We know we also need to adjust to meet your needs as your needs change. Examples of adjustment could be - escalation of the project schedule, change of project scope, or termination of the project. For the URA and Riedesel there are cost implications to adjustments that need to be discussed up front and evaluated. The 5 step process is the template to adjust, reorganize, and achieve the new goal.

Thank you for considering us to help you and the URA with its mission for Twin Falls. We look forward to be part of your team. If you need additional information or clarification, please call me or Kent Atkin.

Sincerely,

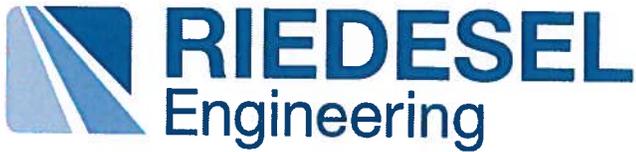


Donald G. Acheson, P.E.



Kent M. Atkin, P.E.

DGA/da
Encls
CC: File w/



Riedesel Engineering, Inc.
 202 Falls Avenue
 Twin Falls, Idaho 83301
 Phone: 208/733-2446 Fax: 208/734-2748
 riedesel@riedeseleng.com

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Project Number: _____

Project Name: CITY OF TWIN FALLS URBAN RENEWAL AGENCY – GENERAL SERVICES AGREEMENT FOR 2012

This AGREEMENT entered into this _____ day of _____, _____ between CITY OF TWIN FALLS URBAN RENEWAL AGENCY (URA) (Client) and RIEDEL ENGINEERING, INC. (Engineer).

WITNESSETH:
 WHEREAS, the Client intends to: PROCURE ENGINEERING SERVICES DEFINED IN THE ATTACHED PROPOSED SERVICES, hereinafter referred to as the PROJECT;

NOW, THEREFORE, the Client and the Engineer in consideration of their mutual covenants herein agree with respect to the performance services by the Engineer and the payment for those services by the Client, as set forth below.

CLIENT INFORMATION:

The client will furnish to the Engineer: ITEMS TO BE DETERMINED BASED ON SPECIFIC SERVICE REQUESTED
SERVICES TO BE PERFORMED BY THE ENGINEER:

The Engineer will provide the following engineering services: SEE ATTACHED PROPOSED SERVICES AND 2012 FEE SCHEDULE

BASIS OF FEE AND BILLING SCHEDULE:

The Client will compensate the Engineer for its services and expenses as follows: AS NEGOTIATED FOR THE SPECIFIC SERVICE AND AS BEST MEETS THE NEEDS OF URA. WE WILL SUBMIT A SCOPE OF SERVICES (DEFINITION OF WORK, BUDGET AND SCHEDULE) FOR A CHARGEABLE TASK. WE WILL PROCEED WITH WORK FOR THE URA UPON ACCEPTANCE OF THE SCOPE AND NOTICE TO PROCEED.

REMARKS:

THE TERMS AND CONDITIONS AND SCOPE OF SERVICES ON THE FOLLOWING (4) PAGES ARE PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ Riedesel Engineering, Inc.	
Client	Engineer
By: _____	By: _____
Title: _____	Title: <u>DIVISION MANAGER</u>
Print Name: _____	Print Name: <u>AARON L. WERT, P.E.</u>

By: _____
 Title: PROJECT MANAGER
 Print Name: KENT ATKIN, P.E.

Riedesel Engineering, Inc. -- TERMS AND CONDITIONS

GENERAL

ENGINEER shall provide the CLIENT professional engineering and/or land surveying services in all phases of the Project to which this Agreement applies. These services will include serving as CLIENT's professional engineering or land surveying representative for the Project, providing professional consultation and advice in accordance with the generally accepted professional practices for the intended use of the Project and makes no other **WARRANTY EITHER EXPRESSED OR IMPLIED**.

ENGINEER shall not be responsible for acts or omissions of any party involved in the services covered by this Agreement other than their own or for failure of any contractor or subcontractor to construct any item in accordance with recommendations issued by ENGINEER.

ENGINEER has not been retained to supervise, direct or have control over contractor(s) work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s), for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

In soils investigation work and in determining subsurface conditions for the Project, the characteristics may vary greatly between successive test points and sample intervals. ENGINEER will coordinate this work in accordance with generally accepted practices of the professional services being provided and makes no other **WARRANTY EXPRESSED OR IMPLIED**, or as to the professional advice furnished by others.

Resetting of survey and/or construction stakes shall constitute extra work and shall be paid for on a time and materials basis in addition to any other payment provided in this Agreement.

OPINIONS OF COST

Since ENGINEER has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' method of determining prices, or over competitive bidding or market conditions, ENGINEER's opinions of probable Total Project Costs and Construction Costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional ENGINEER, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable costs prepared by ENGINEER. If the CLIENT wishes greater assurance as to Total Project or Construction Costs, CLIENT shall employ an independent cost estimator. ENGINEER's services to modify the Project to bring the Construction Costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT.

REUSE OF DOCUMENTS

All documents and magnetic media including Drawings and Specifications prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. Any use without written verification or adaptation by ENGINEER for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER and CLIENT shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses arising out of or resulting there from.

CONTROLLING LAW

The Agreement is to be governed by the law of the State of Idaho, principal place of business of ENGINEER.

SUCCESSOR AND ASSIGNS

CLIENT and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CLIENT and ENGINEER are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives of such other party in respect of all covenants, agreements and obligations of this Agreement.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CLIENT and ENGINEER and not for the benefit of any other party.

TIMES OF PAYMENT

ENGINEER shall submit monthly statements for services rendered and for Reimbursable Expenses incurred. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment due ENGINEER for services and expenses within thirty (30) days after ENGINEER's statement therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month after the 30th day of the invoice, and in addition, if the CLIENT fails to make payment due within 60 days, ENGINEER may suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges.

TERMINATION

The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. If this Agreement is terminated by either party, ENGINEER will be paid for services rendered and for Reimbursable Expenses incurred to the date of such termination plus an allowance for demobilization costs as determined by ENGINEER.

RISK ALLOCATION

The CLIENT agrees that the limit of ENGINEER's liability for any negligent acts, errors, or omissions relating to or arising out of the project shall not exceed the ENGINEER's total fee for the services rendered on this Project. This limitation shall apply to CLIENT and all contractors or subcontractors on the Project. The CLIENT agrees to require all contractors to execute an agreement limiting the ENGINEER's liability in accord with the provisions of this paragraph.

HAZARDOUS WASTE AND ASBESTOS

In consideration of the unavailability of professional liability insurance for services involving or related to hazardous waste elements of this Agreement, or for the removal or encapsulation of asbestos, it is further agreed that the CLIENT shall indemnify and hold harmless ENGINEER and their consultants, agents and employees from and against all claims, damages, losses and expenses direct and indirect, or consequential damages, including but not limited to fees and charges of attorneys and court, mediation or arbitration costs, arising out of or resulting from the performance of the work by ENGINEER, or claims against ENGINEER related to hazardous waste or asbestos activities.

MEDIATION BEFORE LITIGATION

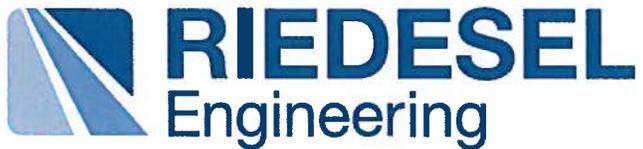
Neither party shall commence a lawsuit nor recourse to a judicial forum be made (hereinafter "litigation") until CLIENT, ENGINEER, and/or other Parties of Real Interest have commenced, participated in, and concluded non-binding mediation pursuant to the rules of mediation.

LEGAL FEES

In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses, including attorney's fees as may be set by the Court.

EXTENT OF AGREEMENT

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



COLLECTION POLICY

Thank you for doing business with Riedesel Engineering, Inc.. This note is a friendly reminder that we include in all new project billings, so you may review our collection policy. Because we all have busy schedules, we understand billing details can sometimes be overlooked. Please contact us if you have any questions or concerns.

- Our accounting department will contact you within **10 days** of the billing to confirm receipt and answer any questions you may have regarding your current invoice.
- If payment has not been received within **30 days** of the billing, you will receive an overdue notice. Any balance over 31 days will accrue an interest charge at the rate of 1.5% per month.
- If payment has not been received within **45 days** of the billing, you will be contacted again by our accounting department.
- If payment has not been received within **60 days** of the billing, all work on your project will cease.
- If payment has not been received within **90 days** of the billing, your account will be turned over to our attorney for further collection procedures.

PROPOSED SERVICES

Template for “Scope of Services”. With URA, together we will:

- Assess the work needs – No Charge.
- Define the Riedesel Staff to do the work – No Charge
- Determine a budget and schedule – No Charge
- Provide feedback to you on progress – Part of chargeable work
- Adjust as you need us to based progress feedback – part of chargeable work

SERVICE REQUEST

1. Monthly URA Board Meetings
2. How We Keep You Moving – The Idea Stage. Response to URA to provide understanding on engineering & development issues, to talk over ideas, etc, but no deliverables.
3. How We Keep You Moving – Quick Facts Stage. Rapid Response (Same Day Response) to URA providing deliverables such as exhibits, written documents, maps, cost analyses, etc.
4. How We Keep You Moving – Project Definition Stage. - Ordinary Response to URA providing deliverables such as exhibits, written documents, maps, cost analyses, etc
5. Riedesel Engineering, Inc - Engineering Design Services for Capital Projects.
6. Riedesel Engineering, Inc - Requests for Proposals, Bidding Services, Construction Services.

FEES FOR SERVICE

We will attend monthly Board meetings unless a schedule conflict occurs. Included in our General Service commitment to URA – no charge.

Included in our General Service commitment to URA – no charge.

Typically this work is “time and materials – with a fixed estimated maximum”, and typically this work requires immediate response from us to meet your needs. We can proceed with work based on verbal authorization and we will confirm the scope/budget/schedule by email.

This work could be “time and materials – with a fixed estimated maximum”, or lump sum, as best meets the needs of URA. When we have agreed on scope/budget and schedule, we will provide an agreement for signature and proceed with work when signed and approved. We will inundate you with information along the way to show how we are meeting the scope and schedule – standard procedure.

Based a Qualification Based Selection (QBS). If we are selected to work with URA, we will negotiate a scope of services and fee. URA is at complete liberty to select a professional firm if the negotiation does not meet the requirements of URA.

We can assist URA with work for capital improvements in which we do not provide design services. Work could entail: selection of Architects and trade contractors; construction and record information surveys; certified construction observation and testing; certified payrolls and administration.

This work could be “time and materials – with a fixed estimated maximum”, or lump sum, as best meets the needs of URA.

2011 Standard Charge Rate Table			
EMPLOYEE	CODE	POSITION	HOURLY CHARGE RATE
Aaron L. Wert	AW1	Principal	\$ 150.00
M. Kent Atkin	KA1	Professional Engineer II	\$ 140.00
Don Acheson	DA1	Professional Engineer	\$ 120.00
Richard (Chip) Carlson	RC1	Professional Land Surv	\$ 90.00
Chevy Baily	CB1	Professional Engineer	\$ 105.00
Valerie Smith	VS1	Designer	\$ 90.00
Tracey McAuley	TM1	Designer	\$ 90.00
Charles Vance	CV1	Observation Tech II	\$ 80.00
Freddie Garcia	FG1	Professional Land Surv	\$ 90.00
Matthew Brander	MB1	Drafter/IT	\$ 70.00
Brandon Conrad	BC1	Engineering Technician	\$ 60.00
Karolee Sorenson	KS1	Clerical	\$ 45.00
JD Sparks	SJ1	Clerical	\$ 45.00
Tracy Reed	TR1	Clerical	\$ 45.00
Three Person Survey Crew			\$ 180.00
Two Person Survey Crew			\$ 140.00
Two Person Survey Crew			\$ 130.00

Don Acheson

To: Melinda Anderson
Subject: William Fowler Property Addition to TFURA District 5-1

Example Only

Meilinda:

We have met with you over the past months discussing implications of accepting the William Fowler property into district 5-A. These implications include legal title, environment concerns, infrastructure and utility extensions, and entitlements required for proposed land use. Of these title and environmental issues need to be resolved first, and our preliminary research shows that the property has never had an environmental assessment. We recognize the following immediate needs:

- Phase 1 Environmental Site Assessment (P1ESA) to determine any environmental impacts present on the property
- If the P1ESA reveals no issues, an American Land Title Association (ALTA) to assure your title company the land has a legal and transferable title

DRAFT

I've attached a draft agreement presenting you with a budget and schedule to meet the first 2 needs for your review and comment. We can proceed as soon as you give us notice.

Should the property meet the Agency's approval on these 2 items, the next step would be a more definitive estimate of infrastructure extension to serve the property.

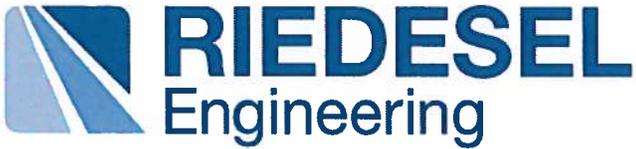
Please call me with any corrections, clarifications, or additions you'd like to see to the scope and agreement.



URA to MA
3-26-12.pdf

DGA

Example Only



Riedesel Engineering, Inc.
 202 Falls Avenue
 Twin Falls, Idaho 83301
 Phone: 208/733-2446 Fax: 208/734-2748
 riedesel@riedeseleng.com

AGREEMENT FOR THE PROVISION OF LIMITED PROFESSIONAL SERVICES

Project Number: DRAFT EXAMPLE

Project Name: PHASE 1 ENVIRONMENTAL ASSESSMENT (ESA) & A.L.T.A. SURVEY

This AGREEMENT entered into this 28TH day of MARCH, 2012 between TWIN FALLS URBAN RENEWAL AGENCY (TFURA) (Client) and RIEDESEL (Engineer).

WITNESSETH:

WHEREAS, the Client intends to: DETERMINE THE MARKETABILITY OF A PROPOSED PROPERTY ADDITION, hereinafter referred to as the PROJECT;
TO THE TWIN FALLS URBAN RENEWAL DISTRICT 5-A

NOW, THEREFORE, the Client and the Engineer in consideration of their mutual covenants herein agree with respect to the performance services by the Engineer and the payment for those services by the Client, as set forth below.

CLIENT INFORMATION:

The client will furnish to the Engineer: CURRENT LEGAL INFORMATION; SITE ACCESS

SERVICES TO BE PERFORMED BY THE ENGINEER:

The Engineer will provide the following engineering services: SEE ATTACHED SCOPE OF SERVICES

BASIS OF FEE AND BILLING SCHEDULE:

The Client will compensate the Engineer for its services and expenses as follows: "TIME AND MATERIALS – FIXED"
 CLIENT WILL BE BILLED ACTUAL TIME AND MATERIALS FOR ITEMS WITHIN THE ATTACHED SCOPE OF SERVICES UP TO THE FIXED AMOUNT OF \$2,500 FOR PHASE 1 ESA AND \$3,500 FOR A.L.T.A. SURVEY. ESTIMATED MATERIALS - \$200.00. ADDITIONAL SERVICES, IF REQUESTED, WILL BE NEGOTIATED AND APPENDED TO THIS AGREEMENT

REMARKS:

THE TERMS AND CONDITIONS AND SCOPE OF SERVICES ON THE FOLLOWING (4) PAGES ARE PART OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

 Riedesel Engineering, Inc.

Client

Engineer

By: _____

By: _____

Title: _____

Title: DIVISION MANAGER

Print Name: _____

Print Name: AARON L. WERT, P.E.

By: _____

Title: PROJECT MANAGER

Print Name: KENT ATKIN, P.E.

SCOPE OF SERVICES

1. PHASE 1 ESA

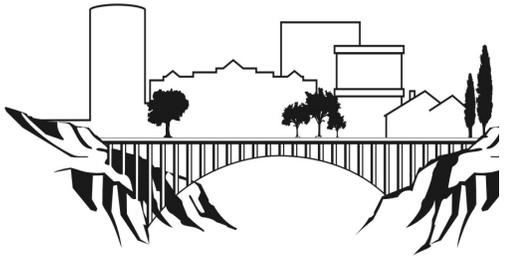
- 1.1. Riedesel will sub-contract environmental services to North Wind, Inc., Idaho Falls, ID., but will maintain overall responsibility for budget and schedule. ESA will meet ASTM E1527-05 – Standard Practice for Environmental Site Assessments: Phase 1 Environmental Site Assessment Process, current edition.
- 1.2. Schedule and Deliverables
 - 1.2.1. Site work completion and preliminary submittal to be delivered to the TFURA Executive Director at least 1 week before the May 9, 2012 TFURA regular meeting. Submit final revised report within 10 working days of receipt of Board comments
 - 1.2.2. Deliverables include: presentation at May 9, 2012 Board Meeting; (3) sets of final, sealed Phase 1 Environmental Site Assessment.

2. A.L.T.A. Survey

- 2.1. Riedesel Engineering, Inc., Construction Services Department – survey team will perform site boundary survey meeting the requirements of the American Land Title Association and American Congress on Surveying and Mapping. The survey and documentation will be sealed by a Riedesel professional licensed survey (PLS).
- 2.2. Schedule and Deliverables
 - 2.2.1. Survey to commence after TFURA Board has accepted the draft Phase 1 ESA and will be complete with documents submitted to the Executive Director within 10 working days.
 - 2.2.2. Deliverables include: (1) recorded copy at Twin Falls County; (1) copy to TFURA's title company; (1) copy for TFURA files.

3. ESTIMATED STAFF HOURS and COST

- 3.1. Level 1 ESA – North Wind, Inc. estimated services at \$2,000 with estimated administrative services by Riedesel Engineering, Inc at \$500.00.
- 3.2. A.L.T.A. Survey - \$3,500 for survey, data reduction, review, recordation, and copies.
- 3.3. We estimate up to \$200.00 in expenses.



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

Date: April 9, 2012
To: Urban Renewal Agency of the City of Twin Falls
From: Melinda Anderson, URA Executive Director

Request:

Consideration of a request to approve a 5-year lease agreement with Mr. Delivery Inc.

Background:

In 1999 TFURA purchased the former Sawtooth Door property located at 151 Maxwell Avenue across the street from the Parks & Recreation yard. Sometime after that JJ Winterholer entered into an informal lease arrangement with TFURA to lease a portion of the building for use as a pickup/delivery depot for Mr. Delivery Inc. Mr. Winterholer advised staff about a month ago that he was no longer working for Mr. Delivery and wished to end the arrangement which concluded on March 31, 2012. Mr. Winterholer paid TFURA \$100/month for the use of the site.

The building is in several sections and parts of it were built prior to the 1960s. The oldest third of the building is vacant and is in disrepair. TFURA will likely want to consider some sort of disposition for that part of the property – whether to demolish it or repair it.

Mr. Delivery is interested in using the middle third of the building for their use. They operate a medical supply delivery business in Magic Valley where supplies are delivered early in the morning. Mr. Delivery contract employees arrive shortly thereafter, retrieve the supplies, and deliver them throughout the region. Typically the contract employees use the building for short times 2-3 times per day, Monday-Friday.

The eastern third of the building is used by Parks and Rec for storage, primarily of the pool dome during the winter months. Parks & Rec intends to seal off the doorway between the middle and eastern parts of the building so that they are completely separate. There are also separate doors for the two sections which are separately keyed.

The new lease with Mr. Delivery Inc would run for 5 years for \$250/month with an annual upfront payment of \$3,000. This is a NNN lease which means that Mr. Delivery will take care of any needed utilities and maintenance/repair needed for the building.

Fritz Wonderlich, City Counsel, drew up the lease agreement.

Approval Process:

A majority vote of the Agency board in open meeting.

Budget Impact:

This lease agreement would add \$1,800 per year to TFURA's rental income. No expenses are contemplated at this time as none have been expended for at least 5 years. Once the TFURA board

determines how it wishes to resolve the vacant portion of the building, that may mean an expense to demolish or repair.

Conclusion:

Staff and the executive committee recommend the board approve this agreement.

Attachments:

1. Mr. Delivery Inc lease agreement.

LEASE

THIS AGREEMENT is made effective the ___ day of _____, 2012, by and between the **URBAN RENEWAL AGENCY OF THE CITY OF TWIN FALLS, IDAHO**, hereinafter called "Lessor" and **MR DELIVERY, INC.**, an Idaho corporation, hereinafter called "Lessee."

1. **PREMISES.** Lessor agrees to lease to Lessee a portion of the premises ("Premises") located at 151 Maxwell, as indicated on the overhead marked Exhibit A attached hereto and incorporated herein by reference. Lessee has inspected the Premises and accepts the same AS IS. Lessee shall have exclusive use of the building and shared use of the parking lot outlined on Exhibit A.
2. **USE OF PREMISES.** Lessee may use and occupy the leased Premises for storage of goods and materials related to the delivery service.
3. **TERM.** The term of this Lease shall commence on the 1st day of April, 2012 and terminate on the 31st day of March, 2017. This agreement may be extended upon like terms and conditions as herein contained or upon such other and further conditions as shall be mutually agreed to in writing by the parties hereto. It is agreed by the parties hereto that any agreement to extend this Lease shall be agreed to and completed no later than sixty (60) days prior to the expiration or termination of this agreement. Upon termination, Lessor shall return the prorated amount of rent prepaid on the Lease. If no agreement is reached on or before the time indicated, this Lease shall terminate as provided herein.
4. **TERMINATION BY EITHER PARTY.** Lessor and Lessee agree that this Lease may be terminated prior to the aforementioned termination date by either party upon the giving of sixty (60) days written notice.
5. **RENT.** Rent shall be at the rate of \$3,000 per year, to be paid in advance before the anniversary date of the lease each year.
6. **TRIPLE NET LEASE.** Lessor shall pay any taxes, utilities, building insurance and the cost of any maintenance or repairs required for the leased Premises.
7. **MAINTENANCE OF PREMISES.** Lessee agrees that during the term of this agreement it will maintain the interior of said Premises in a good state of repair, reasonable wear and tear excepted.
8. **PREMISES LIABILITY.** Lessee shall indemnify and hold the Lessor and the property of the Lessor, including the Premises, free and harmless from any and all claims, liability, loss, damage or expense, except in the event of the Lessor's sole negligence or willful misconduct, arising from Lessee's occupation and use of the Premises or the conduct of its business or from any activity permitted in or about the Premises or arising out of any goods or services sold, furnished or delivered by Lessee, including any claim, liability, loss, or damage arising by reason of injury to or death of any person or persons or by reason of damage to any property caused by Lessee's operations, the condition of the Premises, the condition of any of Lessee's improvements or personal property in or on the Premises, or the acts or omissions of any person in or on the Premises with the express or implied consent of the Lessee including but not limited to the Lessee, Lessee's employees, agents, invitees, licensees, subtenants, assignees, occupants and users of the Premises. Provided however, Lessee shall have no obligation to indemnify and hold the Lessor harmless for claims, liability, loss, damage or expense directly resulting from Lessor's negligence or willful misconduct except by way of liability insurance required in Paragraph 10. Lessor shall not be liable for any personal injury or property damage which may be sustained by Lessee, its

employees, agents, customers or other persons, that occur on the Premises, or at the Premises that are the direct result of the activities of the Lessee, its employees, agents, invitees, licensees, subtenants, assignees, occupants and users of the Premises, and Lessee agrees to indemnify and hold Lessor harmless from such liability. Lessee further agrees to indemnify and hold Lessor harmless from and against all costs, attorney's fees, expenses and liabilities incurred in or from any such claims or any action or proceeding brought thereon.

Lessee hereby agrees with Lessor that Lessee assumes all risk of damage to property, injury to persons, injury to Lessee's business and any loss of income, to Lessee, Lessee's employees, invitees, customers, or any other person in or about the Premises for purposes of Lessee's business from any cause except for those claims directly resulting from Lessor's negligence or willful misconduct. Further, the parties agree that Lessor shall not be liable for any damages arising from any act or neglect of any other tenant of Lessor.

9. INSURANCE.

i. Required Insurance. Lessee shall maintain at Lessee's expense a commercial general liability insurance policy, with Lessor designated as an additional insured under liability coverages, for Lessee's operations, protecting Lessor and Lessee against all claims for personal injury, death and property damage occurring upon, in or about the demised Premises, with limits of at least \$1,000,000.00 combined single limit each occurrence for personal injury and property damage and shall contain fire damage liability insurance protection with minimum limits of \$50,000.00; all said insurance to protect, hold harmless, and indemnify Lessor not only against any and all such liability, but also against all loss, expenses and damage of any and every sort and kind, including costs of investigation, attorneys' fees and other costs of defense, subject to policy terms, conditions, limitations and exclusions. With respect to the coverages required in this paragraph, the parties agree that Lessee's policy or policies shall be primary to any other valid and collectible insurance available to Lessor.

ii. Form of Policy. Said insurance shall be with an insurance carrier, or insurance carriers, satisfactory to Lessor and shall not be subject to cancellation except after at least ten (10) days' prior written notice to Lessor. Lessee shall provide Lessor with copies of the policy or policies for said insurance, or duly executed certificate or certificates for the same, showing full compliance to date with the requirements of Paragraph 9, and shall at all times keep current policies or certificates on deposit with Lessor. Failure to comply with the terms of Paragraph 9 will automatically constitute a breach of this Lease and this Lease shall terminate upon the declaration of the Lessor.

10. LIENS AND ENCUMBRANCES. Lessee shall keep the Premises free from any liens arising out of work performed, materials furnished or obligations incurred by Lessee and shall indemnify, hold harmless and defend Lessor from any liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessee. Lessee further agrees not to present as collateral, or otherwise encumber any property belonging to Lessor, including rights acquired under this Lease agreement.

11. LEASE NOT ASSIGNABLE. Lessee agrees that this Lease is not assignable and Lessee further agrees not to sublet any portion of said Premises without the prior written consent of Lessor.

12. DAMAGE OR DESTRUCTION. In the event the Premises leased to Lessee by Lessor is damaged by fire or other casualty so as to render said Premises unsuitable for occupancy and business by Lessee, then Lessor and Lessee agree that Lessor shall have the option to return said Premises to a like condition as existed prior to said fire or casualty in which event, repairs shall be completed within a reasonable time and during said reconstruction rent shall abate, or Lessor may

in its discretion determine not to repair said Premises, in which event this Lease shall terminate immediately upon said decision.

13. FIXTURES. At the expiration of this agreement or termination hereof, the Lessee has the right to remove from the Premises, all the equipment and furnishings owned by Lessee which have not become fixtures to said Premises. Lessee agrees, however, not to damage the Premises by the removal of any of its property. The parties further agree that all improvements and fixtures attached to the Premises by Lessor and Lessee shall become a part of said Premises and remain with said Premises at the termination of this agreement.

14. LESSEE'S PERSONAL PROPERTY. All personal property, including trade fixtures owned or leased by Lessee and used upon the Premises in Lessee's business operation, shall be at the risk of Lessee.

15. RIGHT OF RE-ENTRY. A breach of any condition or covenant herein contained by Lessee or in the event of Lessee's vacation of the Premises prior to the expiration of the term hereof, or if Lessee is removed by other proceedings, Lessor has the right to re-enter the said Premises to otherwise prepare said Premises for a new occupant, and the entry by said Lessor shall not be considered as an acceptance of any surrender of said Lease, actual or implied, or of forgiveness of any of the terms and conditions herein made obligatory upon Lessee, and Lessor shall have the further right to pursue proper legal proceedings against Lessee and upon proper authorization exclude said Lessee from the Premises hereinabove described.

16. COMPLIANCE WITH LAW. Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, zoning restriction, restrictive covenants of record, ordinances or governmental rule or regulation or requirements of duly constituted public authorities now in force or which may hereafter be enacted or promulgated.

17. NO PARTNERSHIP. Nothing contained in this Agreement shall create or be construed as creating a partnership or joint venture relationship between Lessor and Lessee. The parties agree that Lessee and its employees and agents are not employees or agents of Lessor and are not entitled to worker's compensation or any benefit of employment with Lessor.

18. NON-EXCLUSIVE RIGHT. The lease of the Premises granted herein is non-exclusive. Lessor specifically reserves the right to enter into agreements with other firms, individuals or corporations.

19. LICENSES, FEES AND PERMITS. Lessee shall purchase and maintain all licenses and permits, and pay all fees required of Lessee, under any federal, state and local law or regulation to occupy and use the Premises.

20. SIGNAGE. Lessee shall not erect, maintain, or display upon the outside of the Premises any signs unless approved in advance.

21. NOTICES. All notices required to be given to each of the parties hereto under the terms of this Agreement shall be given by depositing a copy of such notice in the United States mail, postage prepaid and certified, return receipt requested, to the respective parties hereto at the following address:

Lessor:

Urban Renewal Agency of the City of Twin Falls
P.O. Box 1907
Twin Falls, Idaho 83303-1907

Lessee:

Mr Delivery, Inc.
3303 E. Lewis Lane
Nampa, Idaho 83686

or to such other address as may be designated in writing and delivered to the other party. All notices given by certified mail shall be deemed completed as of the date of mailing.

22. ARBITRATION. Any controversy or claim arising out of, or relating to this Agreement, or the breach thereof, shall be settled by arbitration, and judgment upon the award rendered by the arbitrator(s) may be entered and enforced in any court having jurisdiction thereof. The arbitration shall be held at such place in the City of Twin Falls, Idaho as may be selected by mutual agreement. Within twenty-one (21) days after either party gives notice of demand for arbitration, the parties shall agree on the appointment of an arbitrator. If a single arbitrator is agreed upon, all fees and expenses of the arbitration shall be borne by the parties equally. If the parties are unable to agree on a single arbitrator within this time period, the parties shall each appoint an arbitrator within fifteen (15) days from the expiration of the twenty-one (21)-day-period. If the arbitrators appointed by the parties are then unable to resolve the dispute within fifteen (15) days from the date of appointment of the last of the two arbitrators, then the two arbitrators shall appoint a third arbitrator. The majority decision of the three arbitrators shall be final and binding on the parties hereto. Each party shall bear the cost of the arbitrator appointed by him and the cost of the third arbitrator shall be equally divided between the parties. Further, each party to the arbitration proceeding shall bear the expenses of its own counsel, experts, witnesses and preparation and presentation of proofs.

23. ATTORNEY'S FEES. In the event that a court of law should determine that the foregoing arbitration clause is invalid, inapplicable or not binding on the parties, or either party commences litigation in a court of law relating to this Agreement (including any appeal), the prevailing party shall be awarded its attorney fees and costs, including, but not limited to, costs for arbitrator(s), mediator(s) and expert witnesses. Should Lessee file a petition in bankruptcy, Lessee agrees to pay all of Lessor's attorney fees and costs necessitated by Lessee's filing of the petition in bankruptcy.

24. ENTIRE AGREEMENT. This Office Lease constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties.

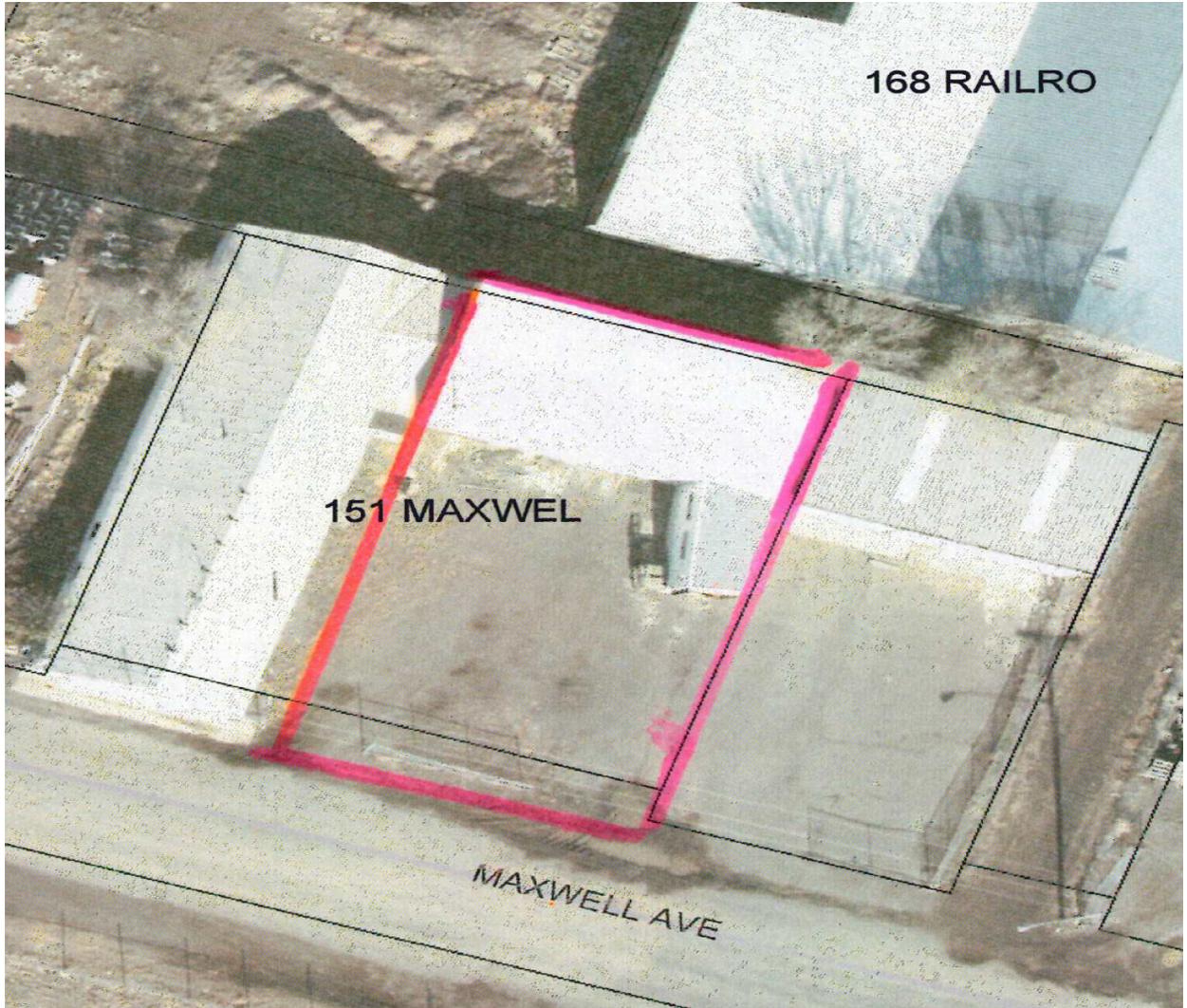
“LESSOR”
URBAN RENEWAL AGENCY OF THE
CITY OF TWIN FALLS, IDAHO

By _____
Chairman

“LESSEE”
MR. DELIVERY, INC.

By _____
President

EXHIBIT A





April 2012 Update

Business Opportunity Projects

- Projects
 - Agro Farma – City staff continues discussions with KeyBanc, Rick Skinner, Fritz Wonderlich, and Western Financial on the bond structuring. Goal is to close the structuring by May 19. Line of Credit agreement between TFURA and AF ends on June 1 so repayment of the funds provided by AF needs to be repaid by then.
 - City staff continues with the engineering requirements for water and wastewater needs for this project. We appear to be on schedule.
- Leads
 - Two leads came in the past three weeks:
 - Project Simple – back office operation which requested site information. Provided information on a site in Old Town
 - Project Cumulus – processing facility that needs 100 acres to build a new facility.
 - Project Tron – followed up with additional infrastructure questions on the two sites submitted.
 - Project Quarters – company is finalizing an offer on a site in a neighboring community. This is good news as they were considering relocating outside of Magic Valley.
 - Site consultant representing a company called me for information on both the Jayco site and the Fayle site across Hankins from Jayco. He declined to give any information about the company or the product they would be processing.
 - Provided labor information to a site consultant that could be generalized to a shared service center.
 - As is typical, responses are generally due within a week of receipt and often within just 3 days. The ready team is working to identify buildable parcels that are adequately served by infrastructure.

Downtown Development

- Glanbia Headquarters and Cheese Innovation Center
 - Demolition begins on April 10 and will complete by April 16.
 - Uptown Developers continues to work on the buildings and site design and expects to complete that soon. They will provide a bank financing letter at that time.
- Zions Bank has shared they are considering building a new branch in Twin Falls. I forwarded to the regional president information on sites downtown – URA property at

5th Ave and Shoshone and the Ameripride site on 2nd Ave. W. Red's could be a possibility but it is quite small – just 6000 square feet (separated by an alley).

Communication/Administrative

- Working with K & G Management on a proposal to review the remaining expected life or needed repairs for the 19 HVAC units on the C3 roof.
- The City will interview candidates on April 9 and 10 for the Public Information Coordinator position. Bob Richards will represent the board during that process.
- URA Legislation – 2012 Legislature ended with no legislation passed affecting URAs. We understand it will come up again in and RAI and other groups will review communication strategies.
- Greg Lanting, Gary Garnand and I presented information about the Chobani recruitment process, infrastructure, and TIF.
- Tom Frank, Mike Williams, and I met with Autumn Agar, new T-N editor, to help her get acquainted with Twin Falls. We will start up regular editorial board meetings again in the near future.