REQUEST FOR DEVELOPMENT PROPOSALS (RFP)
ISSUED BY THE URBAN RENEWAL AGENCY OF THE CITY OF MOUNTAIN HOME

FOR:	**The purchase and redevelopment of property located at 195 N 2ND E in Mountain Home, Idaho, owned by the Mountain Home Urban Renewal Agency**
DEADLINE FOR SUBMISSION:	**February 26, 2021**
TO BE SUBMITTED:	**Randy Valley, Chairman Mountain Home Urban Renewal Agency C/O Miracle & Associates P.O. Box 1150 Mountain Home, Idaho 83647**

1. **Purpose**

   The Mountain Home Urban Renewal Agency ("MHURA"), an Independent Public Body, Corporate and Politic, is soliciting proposals for the redevelopment of the property owned by MHURA located at 195 N 2ND E in Mountain Home, Idaho.

   The property is more particularly described as:
   Lots 13, 14, Block 2, Mountain Home Townsite, Mountain Home County, Idaho, with Parcel ID #RPA0090002013A. A Site map is attached as Exhibit A. The property is hereinafter referred to as the "Site."

2. **About MHURA**

   MHURA is the Urban Renewal Agency of the City of Mountain Home that oversees the downtown urban renewal district, with the charge to improve infrastructure, enhance long-term growth of the tax base, and assist in the redevelopment of deteriorating areas. A five-member Board of Commissioners currently governs the MHURA, which desires to invest resources in creating a distinctive and attractive public realm for private development in Downtown Mountain Home.

   MHURA is seeking to create a lively, pedestrian-oriented, mixed-use urban center that includes retail, office, cultural and entertainment opportunities, and new residential housing.

3. **Project Summary and Site Information**

   The existing property proposed for redevelopment is an 11,000 sf, two-story building with mezzanine and basement on 0.138ac of property located in the heart of downtown Mountain

Home and surrounded by newly improved streets and sidewalk. The building was constructed in 1964. The building is divided into three (3) separate units, though not separately owned.

The subject property proximity is right across the street from the newly constructed Hub Plaza (Exhibit C) and near Railroad Park. Further the subject property is within walking distance to many local restaurants, exercise facilities, retail establishments, and commercial offices. The property was acquired by the MHURA in June 2018, with the intent to facilitate new economic development and the removal of deteriorating conditions in downtown.

The property is currently zoned C-2, Central Business, and is governed by Title 10-4-7 of Mountain Home City Code. No off-street parking is required per the Downtown Parking Overlay District.

4. Submittal Requirements

Four (4) Hard copies of the proposal and one (1) electronic version, including the executed release documents, should be submitted to the Mountain Home Urban Renewal Agency in care of Randy Valley, Chairman, c/o Miracle & Associates, P.O. Box 1150, Mountain Home, Idaho 83647. All proposals shall be clearly marked with "Site Proposal." Project proposals may be received at any time during regular business hours (8:00 a.m. through 5:00 p.m. Monday through Friday, except holidays). The proposals shall be received in the office or postmarked by 5:00 p.m. on the date specified in paragraph 7 below. No facsimile or e-mail delivery will be accepted.

The proposal must contain, but is not limited to, the following information:

a. **Project Narrative**- Summary of no more than five pages that include a basic explanation of the proposal and its intent, including a description of proposed uses, square footages, design concept, and an explanation of anticipated costs.
b. **Project Timeline**- Include an outline of critical dates for construction design and permitting, construction start dates, certificate of occupancy, and lease-up/sale schedule.
c. **Development Team Information**- Identify the primary contact person for the Respondent, a list of proposed members of development team, resume highlights and past projects along with at least two references.
d. **MHURA Assistance-** Respondent's expectations of assistance requested from MHURA.
e. **Release and Waiver-** Signed Release and Waiver, attached hereto.

5. General Terms and Conditions

a. The MHURA reserves the right to reject any and all proposals submitted or to waive any informalities or minor irregularities in connection with the proposals received if in the judgment of MHURA, the interest of MHURA would be served.
b. All materials or services supplied by the Respondent shall be in conformance with all of the specifications contained herein and shall be in compliance with any applicable local, state or federal laws and/or regulations.

c. The MHURA does not discriminate on the basis of race, religion, sex, national origin, marital status, age, physical handicap, ownership by women or minorities or sexual orientation.
d. Proposals must comply with the urban renewal plan and city of Mountain Home land use policies.
e. The purchase price shall be no less than the fair reuse value as described in the Idaho Urban Renewal Law. The purchase price shall be subject to negotiations.

6. Basis for Selection

The items below are not requirements, are in no particular order, and are not weighted on any scale. MHURA is interested in learning about all ideas for the Site and will accept and review all proposals by the project deadline that meet minimum requirements.

a. **Similar Portfolio**- Respondents who have worked on projects of similar scale, cost, context, and use are preferred.
b. **Context**- Preference will be given to projects which maintain urban form and density and preserve the historic character of Downtown Mountain Home.
c. **Activity**- Mixed-use projects with active ground floor uses are preferred over single-use projects.
d. **Investment**- Projects which will bring more investment to downtown are preferred.
e. **Catalyst Potential**- Projects which leverage the assets of the area, including the Hub Plaza Railroad Park, and newly revitalized sidewalk area, to be complementary to the project are preferred.

7. Selection Process

The MHURA anticipates a three-step process for selection of a developer/project team for the Site.

a. **Request for Proposals**- A summary of this RFP will be published in the Mountain Home News, posted online, and noticed to known and interested parties. The RFP submissions must be submitted on or before February 26th, 2021, at 5:00 PM MST.
b. **Evaluation and Award of Proposals**- The proposals will be considered by the MHURA Board Chair and City of Mountain Home Community Development Staff. Proposals deemed complete will be distributed to the MHURA Board. Respondents may have an opportunity to present their proposals to the MHURA Board. The review process is an evaluative assessment of the potential of each proposal to strengthen and revitalize downtown Mountain Home.

   Upon award of the proposal by the MHURA Board, an Agreement to Negotiate Exclusively will be negotiated to be followed by a Disposition and Development Agreement. During this process, Respondent will be asked to provide additional information to assist MHURA in approving final terms of the agreement.
c. **Agreement to Negotiate Exclusively (ERN)-** The successful Respondent shall be required to sign an ERN within thirty (30) calendar days after the date the successful Respondent is notified by the MHURA of their successful selection. If, after good faith efforts by both parties an ERN is not completed, the rights and obligations of both the Respondent and the

MHURA shall be deemed to be terminated. The subsequent Disposition and Development Agreement (DDA) will likely contain a performance obligation of the Respondent on terms that are satisfactory to MHURA and will include obligations related to timeline, development scope and/or design aesthetic. A completed DDA would lead to the transfer of the Site to the Respondent.

8. Target Dates and Timelines:

• Notice published and RFP issued	October 28, 2020
• Proposals due to MHURA	February 26, 2021
• Review of proposals by MHURA	April 26, 2021
• Execution of ERN	May 26, 2021
• Execution of DDA	September 26, 2021

9. Other Information

All questions regarding this RFP should be directed to Randy Valley, rvalley2@msn.com. Only written responses from MHURA will be deemed official responses.

10. MHURA Discretion and Authority

MHURA may accept such proposals as it deems to be in the public interest and furtherance of the purposes of the Idaho Urban Renewal Law, the Mountain Home Urban Renewal Plan, or it may proceed with further selection processes, or it may reject any and all submissions. MHURA will determine from the information submitted in the responses the most qualified developer as evaluated under the criteria set forth herein. Final selection will be made by the MHURA Board.

The issuance of the RFP and the receipt and evaluation of submissions does not obligate MHURA to select a developer and/or enter into the ERN. Submissions do not constitute business terms under any eventual ERN. MHURA will not pay costs incurred in responding to this RFP. MHURA may cancel this process at any time prior to the execution of an ERN without liability.

11. Public Nature of all Submissions

This RFP is a public process therefore information collected under the RFP is of public record. The information that is received by MHURA may be subject to disclosure under the Idaho Public Records Law. With the potential exception of financial information, it is anticipated submissions to this RFP will contain little or no material that is exempt from disclosure under the Idaho Public Records Law. Any questions regarding the applicability of the Public Records Law should be addressed by your own legal counsel PRIOR TO SUBMISSION. Any proprietary or otherwise sensitive information contained in or with any proposals may be subject to potential disclosure.

Accordingly, RFP Respondents should take the following steps with respect to any information believed to be exempt from disclosure or confidential: On any items submitted with the RFP that the Respondent believes are exempt from disclosure under the Idaho Public Records Law,

clearly mark the upper right corner of each page of any such document or material with the word “Exempt.” This does not mean the document qualifies under the legal definition of eligibility, but MHURA will evaluate the request to make the document/page exempt if the content meets the legal requirement otherwise the document will be considered public.

MHURA’s disclosure of documents or any portion of a document submitted and marked as exempt from disclosure under the Idaho Public Records Law may depend upon official or judicial determinations made pursuant to the Idaho Public Records Law. It is expressly understood that the MHURA will have no liability for the disclosure of any public information.

RELEASE, WAIVER AND INDEMNITY AGREEMENT

The undersigned has read and fully accepts the discretion and non-liability of Urban Renewal Agency of Mountain Home, Idaho (MHURA), City of Mountain Home, Idaho (hereinafter "City") as stipulated herein.

A. Discretion of City and MHURA

MHURA reserves the right in its sole discretion and judgment for whatever reasons it deems appropriate to, at any time:

1. Modify or suspend any and all aspects of the process for the Request for Proposals (hereinafter "RFP") seeking interested developers for the Property, as defined in the RFP.

2. Obtain further information from any person, entity, or group, including, but not limited to, any person, entity, or group responding to MHURA's RFP (any such person, entity, or group so responding is, for convenience, hereinafter referred to as "Developer"), and to ascertain the depth of Developer's capability and desire to purchase and/or lease and develop the property expeditiously, and in any and all other respects, to meet with and consult with Developer or any other person, entity, or group;

3. Waive any formalities or defects as to form, procedure, or content with respect to its RFP and any responses by any Developer thereto;

4. Accept or reject any proposal or statement of interest received in response to the RFP including any proposal or statement of interest submitted by the undersigned, or select one Developer over another;

5. Accept or reject all or any part of any materials, drawings, plans, implementation programs, schedules, phasings, and proposals or statements, including, but not limited to, the nature and type of development.

B. Non-Liability of City and MHURA

The undersigned agrees: (1) that neither City nor MHURA shall have any liability whatsoever of any kind or character, directly or indirectly, by reason of all or any of the following; and (2) that the undersigned has not obtained and shall not obtain at any time, whether before or after acceptance or rejection of any statement of interest or proposal, any claim or claims against City, MHURA, or any of them, or against City property (all as hereinafter defined) or MHURA, directly or indirectly, by reason of all or any of the following:

1. Any aspect of the RFP, including any information or material set forth therein or referred to therein;

2. Any modification or suspension of the RFP for informalities or defects therein;

3. Any modification of or criteria or selection or defects in the selection procedure or any act or omission of MHURA with respect thereto, including, but not limited to, obtaining information from any Developer contacts or consultations with Developers who have submitted statements of interest or proposals as to any matters or any release or dissemination of any information submitted to MHURA;

4. The rejection of any statement of interest or proposal, including any statement of interest or proposal by the undersigned, or the selection of one Developer over another;

5. The acceptance by MHURA of any statement of interest or proposal;

6. Entering into and thereafter engaging in exclusive negotiations;

7. The expiration of exclusive negotiations;

8. Entering into any development agreement, other agreement or lease, relating to the statement of interest or proposal, or as a result thereof;

9. Any statement, representations, acts, or omissions of MHURA in connection with all or any of the foregoing;

10. The exercise of MHURA discretion and judgment set forth herein or with respect to all or any of the foregoing; and

11. Any and all other matters arising out of or directly or indirectly connected with all or any of the foregoing.

The undersigned further, by its execution of this Release, expressly and absolutely waives any and all claim or claims against MHURA and MHURA property, or City and City property, directly or indirectly, arising out of or in any way connected with all or any of the foregoing.

For purposes of this section, the terms "MHURA," and "City" include their respective commissioners, appointed and elected officials, members, officers, employees, agents, selection committee, volunteers, successors, and assigns; the terms "MHURA property" or "City property" include property which is the subject of the RFP and all other property of MHURA and City, real, personal, or of any other kind or character; the terms "claim or claims" include any and all protests, rights, remedies, interest, objections, claims, demands, actions, or causes of actions, of every kind or character whatsoever, in law or equity, for money or otherwise including, but not limited to, claims for injury, loss, expense, or damage, claims to property, real or personal, or rights or interests therein, and claims to contract or development rights or development interests of any kind or character, in any MHURA and/or City property, or claims which might be asserted against to cloud title to MHURA or City property. The words "Developer or Developers" shall include any person, entity, or group responding to MHURA's RFP.

C. Hold Harmless and Indemnity

The undersigned shall defend, hold harmless, and indemnify MHURA and City, and each of them, from and against any and all claims, directly or indirectly, arising out of the Undersigned's responses to the RFP, including, but not limited to, claims, if any, made by Undersigned or by anyone connected or associated with Undersigned or by anyone claiming directly or indirectly through Undersigned.

_____
Interested Developer
BY:_____
Its:_____

Date: _____

ACKNOWLEDGMENT

STATE OF IDAHO)
) ss.
COUNTY OF _____)

On this ____ day of _____, ____, before me, _____, a Notary Public in and for said State, personally appeared _____, known or identified to me (or proved to me on the oath of _____) to be the _____ of _____, an _____, the entity that executed the instrument or the person who executed the instrument on behalf of said entity and acknowledged to me that such entity executed the same.

_____
Notary Public for the State of Idaho
My commission expires_____

4822-6829-7935, v. 1

Exhibit A- Hub Vicinity Map

Exhibit B – Hub Building

Exhibit C – Hub Plaza

Exhibit D – Railroad Park

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